



MEETING AGENDA

THIS AGENDA REVISES AND REPLACES AGENDA POSTED ON JULY 10, 2020. PLEASE NOTE CHANGE TO ELECTRONIC MEETING FORMAT!

LEGAL NOTICE:

SPECIAL MEETING OF THE VILLAGE OF HINSDALE BOARD OF TRUSTEES

Notice is hereby given that the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, will hold a Special Meeting commencing at the hour of 6:30 p.m. on Thursday, July 16, 2020 by teleconference for the purpose of discussing the topics noted on the following Agenda.

On June 26, 2020, Governor Pritzker entered the latest in a string of emergency declarations related to the COVID-19 pandemic. In light of that declaration, and consistent with various Executive Orders entered by the Governor, and the recent amendments made to the Open Meetings Act in Public Act 101-640, this meeting will be conducted electronically. No physical attendance by the public will be available at Memorial Hall. The meeting will still be broadcast live on Channel 6 and the Village website.

*Public comments are welcome on any topic related to the business of the Village Board at Regular and Special Meetings when received by email or in writing by the Village Clerk prior to 4:30 p.m. on the day of the meeting. Emailed comments may be sent to Village Clerk Christine Bruton at cbruton@villageofhinsdale.org. Written comments may be submitted to the attention of the Village Clerk at 19 E. Chicago Avenue, Hinsdale, Illinois 60521. While emailed or written comments are encouraged, **public comment may also be made using Zoom** following the instructions below:*

From your computer click on the following link:

<https://us02web.zoom.us/j/88076984866?pwd=MEliL2QvQjNOSDBKUjJJSm9CVjc4Zz09>

Or iPhone one-tap :

US: +16465588656,,88076984866#

Or Dial:

US: +1 646 558 8656

Webinar ID: 880 7698 4866

Password: 332939

If you have questions regarding communication to the Board during the meeting, please contact Assistant Village Manager/Director of Public Safety Brad Bloom at 630.789.7007.

SPECIAL MEETING OF THE VILLAGE BOARD OF TRUSTEES

Thursday, July 16, 2020

6:30 P.M.

This meeting will be conducted electronically. A live audio stream of the meeting will be available to the public via Channel 6 or on the Village website

(REVISED)

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

- a) Regular Meeting of June 16, 2020

4. VILLAGE PRESIDENT’S REPORT

5. PROCLAMATION – Parks & Recreation

6. CITIZENS’ PETITIONS* (Pertaining to items appearing on this agenda)

7. FIRST READINGS – INTRODUCTION**

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

Administration & Community Affairs (Chair Hughes)

- a) Accept the Village’s Comprehensive Annual Financial Report (CAFR) and Management Letter for the Eight Months ended December 31, 2019
- b) Approve an Ordinance Amending Title 3 (Business and License Regulations), Chapter 19 (Motor Fuel Tax) of the Village Code of Hinsdale Relative to the Motor Fuel Tax

Environment & Public Services (Chair Byrnes)

- c) Approve a Resolution Approving the 2020 Watermain Project Phase 1 Contract Change Order Number 1 in the amount of \$17,750 to John Neri Construction Company, Inc.

Zoning & Public Safety (Chair Stifflear)

- d) Approve the issuance of a blanket purchase order in the amount of \$27,000 to Chicago Parts and Sound/PDS for the installation of equipment in new squad cars
- e) Approve the Plan Commission recommendation regarding the Consideration of a Village-wide temporary moratorium not to exceed 180-days on the issuance of any demolition permit or other building or zoning approvals involving the demolition of any single family home or building within the Village that either has landmark status or is one of the homes within the Village deemed to be historically “significant” or “contributing” in the 1999 Hinsdale Reconnaissance Survey

8. CONSENT AGENDA

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

Administration & Community Affairs (Chair Hughes)

- a) Approval and payment of the accounts payable for the period of June 15, 2020 to July 14, 2020, in the aggregate amount of \$3,291,461.97 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

9. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

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

Administration & Community Affairs (Chair Hughes)

- a) Approve a Quote and Master Agreement from Avolin, LLC for software license fees, hosting and maintenance on the Village's financial accounting applications in the amount of \$89,469.68 (*First Reading – June 16, 2020*)
- b) Approve an Intergovernmental Agreement (IGA) with DuPage County for certain COVID related reimbursable expenses
- c) Approve an Intergovernmental Agreement (IGA) with Cook County for certain COVID related reimbursable expenses

Zoning & Public Safety (Chair Stifflear)

- d) Approve an Ordinance approving an Exterior Appearance and Site Plan for Expansion and Redevelopment of an Existing Building – 908 N. Elm Street** (*First Reading – June 16, 2020*)
- e) Approve an Ordinance approving an Exterior Appearance and Site Plan to redevelop and improve an existing office building at 32 Blaine Street** (*First Reading – June 16, 2020*)
- f) Approve the waiver of Certificate of Appropriateness application requirement for plans for a proposed replacement structure, and waive the requirement for further consideration of a Certificate of Appropriateness for Demolition; **or**
Approve the waiver of Certificate of Appropriateness application requirement for plans for a proposed replacement structure, with or without conditions; **or**
Affirm the Historic Preservation Commission's decision to deny the waiver of Certificate of Appropriateness requirement for plans for proposed replacement structure****

10. DISCUSSION ITEMS

- a) Parking deck update
- b) Tollway update – Pedestrian Bridge design
- c) Chamber of Commerce street closure request– Sidewalk Sale July 25-26
- d) Chamber of Commerce request for changes regarding the Hinsdale Fine Arts Festival
- e) Title 14 Historic Preservation draft

11. DEPARTMENT AND STAFF REPORTS

- a) Parks & Recreation
- b) Engineering
- c) Fire

12. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

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

14. TRUSTEE COMMENTS

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

16. ADJOURNMENT

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

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

******Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously-budgeted items that fall within budgetary limitations and have a total dollar amount of less than \$500,000.***

*******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 Darrell Langlois, ADA Coordinator, at 630-789-7014 **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
June 16, 2020

The regularly scheduled meeting of the Hinsdale Village Board of Trustees (conducted electronically) was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, June 16, 2020 at 7:30 p.m., roll call was taken.

Present: President Tom Cauley

Participating by telephone: Trustees Matthew Posthuma, Scott Banke, Luke Stifflear, Gerald J. Hughes, Laurel Haarlow (arr. 7:36 p.m.), and Neale Byrnes

Absent: None

Participating by telephone: Village Manager Kathleen A. Gargano, Village Attorney Michael Marrs, Assistant Village Manager/Director of Public Safety Brad Bloom, Fire Chief John Giannelli, Police Chief Brian King, Finance Director Darrell Langlois, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Village Engineer Dan Deeter, Village Planner Chan Yu, Superintendent of Parks & Recreation Heather Bereckis, Recreation Coordinator Sammy Hanzel and Village Clerk Christine Bruton

VILLAGE PRESIDENT - INTRODUCTION

"Good evening. On May 29, 2020, Governor Pritzker entered the latest in a string of emergency declarations related to the COVID-19 pandemic. In light of that declaration, and consistent with various Executive Orders entered by the Governor, and the recent amendments made to the Open Meetings Act in Public Act 101-640, I find that it is not practical or prudent to conduct an in-person meeting, and this Open Regular Meeting of the President and Board of Trustees of the Village of Hinsdale is therefore being conducted remotely.

Public Act 101-640 allows public bodies to meet remotely during public health disasters, so long as the public is able to monitor the meeting, and certain other conditions are met.

Public comment is permitted during the Citizen's Petitions portions of the meeting. When we get to those portions of the meeting, I will ask persons wishing to make public comment to identify themselves."

APPROVAL OF MINUTES

a) Regular Meeting of May 19, 2020

There being no changes to the draft minutes, Trustee Posthuma moved to **approve the draft minutes of the regular meeting of May 19, 2020, as presented.** Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

b) **Special Meeting of May 28, 2020**

Following changes to the draft minutes, Trustee Hughes moved to **approve the draft minutes of the special meeting of May 28, 2020, as amended.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley reported the Farmers Market has been in operation since June 1, outdoor dining is up and running and has been well received. The Shop Local campaign has started, and he encouraged all to shop local and support area merchants. The northeast region is moving to Phase 4 on June 26, the Village website will be updated with what will be re-opened and with what limitations. The Board will discuss re-opening the community pool tonight.

He reported current COVID numbers that suggest stabilization. In-person public meetings are still not recommended, and there are some important issues before the Plan Commission, including the teardown moratorium and the redevelopment of the IBLP property. Some people were disappointed they could not speak at the last meeting, but the matter has been continued to June 24. The Village has been using Zoom to conduct meetings. This platform will be upgraded to allow more people on screen, and the speaker will appear on the full screen.

He thanked Representative Deanne Mazzochi for her efforts regarding Village capital improvement programs, and thanked her and Senator Glowiak for their work on behalf of the Hinsdale.

President Cauley urged residents to push back on bad State government practices, noting the unbalanced budget and increased spending, including raises for State employees. He cited years of fiscal mismanagement in Illinois, and that now State officials want to use COVID funds as a bailout. He believes the biggest threat to our community is State government.

APPOINTMENTS TO BOARDS & COMMISSIONS

President Cauley introduced appointments to the Zoning Board of Appeals for Mr. Gary Moberly and Mr. Keith Giltner through 2025, and the appointment of Ms. Leslie Lee to complete the unexpired term of Ms. Katherine Engel through 2024. He said he appreciates the work of these individuals.

Trustee Hughes moved to **approve the appointments as recommended by the Village President.** Trustee Stifflear seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

Mr. Junguo Bian of 811 N. Oak Street addressed the Board on behalf of himself and his neighbor **Mr. Ed Varan** regarding the Land Rover landscaping. He referenced his email to the Board. He still does not feel that the bushes Land Rover has installed meet the plan requirements nor are they being maintained. This should have been finished by May 31.

Village Manager Kathleen Gargano said Assistant Village Manager Brad Bloom has reached out to all parties to determine substitute plantings that are acceptable to Mr. Bian.

President Cauley said all the Village can do is enforce the plan approved by the Village Board. He asked staff to work to resolve this as quickly as possible.

Mr. Matt Bousquette of 448 Fourth Street addressed the Board stating he is concerned because the Plan Commission is reviewing the moratorium, but Historic Preservation Commission (HPC) Chairman Bohnen's plan is already before the Board, they rewrote their own rules. Concurrently, hearings are being held to determine time constraints. The HPC is an advisory commission, but with new processes, it is time consuming and more expensive, and only reflects what the HPC wants, not community members. There is no consideration of homeowner property rights.

The HPC has stopped having meetings to stop residents from moving forward, hiding behind COVID. Other Boards and Commissions have met. He believes they have rewritten Article 14 to further their cause, and are in no hurry to clear their case queue. They have a history of time stalling to punish applicants that do not agree with them. He referenced the video from the HPC meeting and described remarks made by the Chairman that result in a de facto moratorium, opening the Village to legal issues as they operate outside the spirit of the law. The message is do not buy property in the Robbins District; the cost to community members is significant noting the largest decline of home values is in the Robbins district.

Ms. Julie Laux addressed the Board stating she agrees with Mr. Bousquette's comments. She believes the proposed Article 14 ordinance is a shameful power grab, and further the way this is being handled is an embarrassment. The Plan Commission is in the process of conducting hearings on a moratorium to study preservation, but here is an ordinance already on the Board agenda. She also respectfully requests that Chairman John Bohnen retract calling her a criminal.

President Cauley explained that the draft Title 14-1-3 is not from the Historic Preservation Commission, and that he and the Village Attorney authored this to start the conversation on how we can change this. This is for input from Trustees; there will still be a first read, second read, a Plan Commission hearing, and two more readings by the Village Board. He is not trying to push this through; it is up for discussion only at this time. He has not spoken with the HPC regarding the edits. He does not believe it is inconsistent to think about this at the same as the moratorium. This draft has a provision to address slowness, if the HPC has not heard a case within three months, it is deemed approved and moves to the Village Board.

Ms. Laux said it is shameful that we are letting Village residents think they have a voice, when they do not. President Cauley disagrees; he thinks this is an appropriate way to keep the matter moving forward. There will be at least six more times for people to voice their views.

The Village Clerk confirmed no other written communication has been received.

FIRST READINGS – INTRODUCTION

Administration & Community Affairs (Chair Hughes)

- a) **Approve a Quote and Master Agreement from Avolin, LLC for software license fees, hosting and maintenance on the Village's financial accounting applications in the amount of \$89,470**

Trustee Hughes introduced the item stating the Village is in the middle of implementing a new software system, and when complete, we will no longer retain Avolin. Finance Director Darrell Langlois has worked to keep the terms of the renewal acceptable, and will have final numbers when this item is presented for a second reading.

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

Zoning & Public Safety (Chair Stifflear)

- b) **Approve an Ordinance approving an Exterior Appearance and Site Plan for Expansion and Redevelopment of an Existing Building – 908 N. Elm Street**

Trustee Stifflear introduced the item that is exterior appearance approval for an entryway expansion. Two months ago, the Board approved the ZBA recommendation for a 1% increase in floor area ratio (FAR). This building is a medical office building, and the applicant wants to enclose the entrance of the existing office building. He referenced photos in the packet illustrating the existing and the proposed changes. The Plan Commission unanimously approved the request. Regarding the automatic doors, Mr. Ryan DeBari, architect for the project, added there is always the potential for interior draft, but this new vestibule will take the brunt. Additionally, in light of COVID-19, it is an added benefit that persons entering the building will not have to touch a door.

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

- c) **Approve an Ordinance approving an Exterior Appearance and Site Plan to redevelop and improve an existing office building at 32 Blaine Street**

Trustee Stifflear introduced the item for the property located in the buffer zone between the central business district (CBD) and residential properties. He reminded the Board this is the former 'Lady Justice' property. The new owner is adding stairwells and dormers to meet the fire code. They are replacing porch materials, improving parking and landscaping. There is no change to setbacks, FAR or building and lot coverage. This was unanimously recommended by the Plan Commission in May. The Zoning Board of Appeals granted a variance regarding parking. Code requires 11 parking spaces, but there will only be 7, including one ADA compliant spot. Trustee Stifflear noted this is 80-100 year old home, and an exemplary project for the community in the buffer zone. It is residential in appearance, and the use is a minimally intensive law office.

Mr. Paul Garver, owner and applicant, addressed the Board on behalf of himself and Mr. Tom Hawbecker. He said the color scheme will change from what was initially submitted, per the direction of the Plan Commission, and described the change. Village Planner Chan Yu said the new color is consistent with what was originally presented, and the exact changes will be included in the packet with the second reading. Mr. Garver reported that recent changes to parking on Blaine has made it convenient for downtown parking, but the new deck will help with parking.

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

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

- a) Trustee Banke moved **Approval and payment of the accounts payable for the period of May 20, 2020 to June 16, 2020, in the aggregate amount of \$1,378,291.00 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Hughes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

The following items were approved by omnibus vote:

Environment & Public Services (Chair Byrnes)

- b) **Approve an ordinance authorizing the vacation of a certain portion of an unimproved alley situated east of and adjoining 629 South Monroe Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois**

Zoning & Public Safety (Chair Stifflear)

- c) **Approve and Authorize Execution by the Village Manager of a Relocatable Parking Easement Agreement with Metra for commuter parking on certain Village owned property (First Reading – May 19, 2020)**

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

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

No items presented for second reading.

DISCUSSION ITEMS

a) **Historic Preservation draft ordinance**

President Cauley introduced the item stating he had talked with staff and worked with Village Attorney Michael Marrs because he thought it was important to start the revision process. The purpose of the moratorium was to provide breathing room to draft an ordinance; he felt it was worth proposing something to get the ball rolling. Having listened to the moratorium public comment at the Plan Commission hearing, it is clear people feel strongly. Many want to keep the historic homes in the Robbins Historic District, but property rights are also a concern; a balance between preservation and property rights is important. Incentives for preservation include zoning approvals waived, expedited applications, and rebating real estate taxes to landmarked homeowners at about 7%. This would not raise anybody's taxes, but it would incrementally affect revenues and possibly services. We could give exemptions from floor area ratio (FAR) requirements, and other setback requirements; however, the caveat would be complaints of adjacent neighbors. There has been concern about the Historic Preservation Commission not getting to their items, this document states any application to demolish would have to be dealt with in 90 days, otherwise it is deemed approved and goes to the Village Board. The one tool included in this draft to slow down the sale of historic homes, is the authority of the Board to delay demolition for up to 6 months to encourage homeowners to find alternatives to not destroying the home, and help the applicant to market the property. The Board would do this on a case-by-case basis. The downside from the Board's perspective would be they would be more involved in the historic preservation process. He said everything is advisory from the Board, except the 6-month delay. This is much like the process with the Furey home, although that home was ultimately demolished.

Mr. Marrs clarified the Board advisory decisions only apply to historic district homes; it does not apply to landmarked homes.

Trustee Stifflear said he has watched the Plan Commission (PC) hearing, and believes resident's opinions are equally weighted between preservation and property rights. As a Village in our zoning code, we already have property rights restrictions in place. Preservation is an extension of the zoning code. One public comment made at the PC hearing was from a lawyer who said the Village could not impose preservation restrictions because it is eminent domain without compensation to the homeowner. Mr. Marrs responded stating there is a specific article in the Illinois Municipal Code dealing with preservation that delegates to home rule and non-home rule communities the ability to enact restrictions, when properties are deemed important. The Village does have the ability to impose a moratorium as a temporary measure when there is public benefit. To the extent the Board thinks a moratorium is necessary because of concerns raised over the number of homes recently demolished and over the years, it can be done to further the preservation mission. President Cauley added a permanent moratorium was never envisioned by the Board. However, if public opinion is equally divided on both sides, in his mind a tie should go to property rights people. It is easy to dictate what your neighbors should do; people who are fearful they cannot sell their homes should be respected.

Trustee Byrnes commented regarding landmarking incentives, Village Planner Yu said there about 20 locally landmarked homes. He asked if the real estate rebate applied to everyone. President Cauley clarified any significant or contributing home in the Robbins District would get these benefits, even if not landmarked. Trustee Byrnes said that at some point we have to establish what homes would qualify. Discussion followed regarding clarifying language with respect to which homes are included. Trustee Stifflear agrees that this ordinance should be

brought forward, the Village is not hiding anything from residents. He stated he has not completed a thorough review of the document, but cautioned the Board about relaxing rear yard setback, concerned about neighbor input. President Cauley agreed if a neighbor complains it would have to be looked at. Trustee Byrnes confirmed that as far as what is built after a teardown is all advisory. Mr. Marrs said the draft as it is written it is landmarked specific, he will change the language to contributing and significant based on this discussion. Regarding neighbor objections, if they do, the regular zoning process for relief would be followed.

Trustee Banke said residents have reached out to him about homes allowed to fall into disrepair. He believes there is a distinction between hardship and deliberate neglect to create a situation to achieve a desired personal outcome. It is imperative this be part of discussion. President Cauley commented it would be hard to put that in an ordinance. The ordinance should be clear and straightforward; we do not want to make the ordinance over burdensome. Mr. Marrs suggested this could be a code enforcement issue, and the Village can look at enhanced penalties.

Trustee Hughes thanked President Cauley and Mr. Marrs for this draft, as something specific to work with is more productive. He said incentives are the best idea, but wondered if this is enough to make a difference. He does not want to create a complex process that does not achieve the goal. President Cauley said other than those incentives already included he is out of ideas. Mr. Marrs said he would look at similarly situated communities to see what they do. Trustee Haarlow suggested looking at communities outside of Illinois. Trustee Posthuma asked for clarification regarding property tax rebates, do the benefits stay with the property in perpetuity, even if it is sold to a new owner, until torn down. Discussion followed regarding marketing of historic homes. Ms. Gargano pointed out Hinsdale has no real estate transfer tax. Mr. Marrs said if someone has tried to market the property with no success, the Board could elect not to invoke the 180 days. Discussion followed regarding the sale of a historic home.

Ms. Julie Laux stated again that residents have been asked to weigh in on a moratorium, when they should be asked about the contents of the ordinance. She stated again that the HPC has a limitless amount of time to review these cases. Further, she does not know of any homes that have been privately sold for teardown without having been listed. Regarding the issuance of a Certificate of Appropriateness based on a rendering, she believes holding someone to a rendering is a problem, because people want to express themselves. To have to go back for a change of door or window color is unrealistic.

Mr. Bousquette stated his house was on the market for 1,000 days and no one wanted to buy it. He believes people are distraught about small houses on big lots, and FAR and setback relief might work, but on small lots this won't work. However, he agrees tax incentives might be effective.

b) Vehicle sticker due date – June 30

Finance Director Langlois is recommending postponement of vehicle sticker due date to June 30, noting sales are still lagging. At some point, a firm deadline must be set and late fees imposed. The Board had no objections to the June 30 extension.

c) Status of pool operations for Summer 2020

President Cauley introduced the item stating \$64,000 is a sunk cost, irrespective of what we do. He offered the expenses under certain scenarios, but feels it makes sense to open the pool, although weather is unknown. Opening won't cost more than not opening, and there

is a community benefit to opening. Further, given fewer people are traveling there may be greater usage. Trustee Hughes recommends opening. This is a community benefit; we work hard to minimize the subsidy. Open this community asset and help the Village return to normalcy. The Board agreed. Trustee Byrnes asked about safety guidelines, noting that chlorine kills germs, but they are still airborne. Ms. Gargano responded that Superintendent of Parks & Recreation Heather Bereckis is working on guidelines according to CDC guidelines, with additional safety steps as recommended by other pool organizations.

d) Parking deck update

Mr. Bloom said we are working through the punch list, and closing in on being done. Ms. Gargano added the loop has not been closed on administering parking, and it will continue to be refined. Trustee Byrnes noted parking is free for now.

e) Tollway update

Mr. Bloom had nothing new to report at this time.

DEPARTMENT AND STAFF REPORTS

- a) Fire
- b) Engineering

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

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

OTHER BUSINESS

None.

NEW BUSINESS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Hughes moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of June 16, 2020**. Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 9:32 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk



DESIGNATION OF JULY AS PARKS AND RECREATION MONTH

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the Village of Hinsdale Parks and Recreation Department; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, Hinsdale, IL recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, BE IT RESOLVED, that I, Tom Cauley, Village President of the Village of Hinsdale, do hereby proclaim that July is recognized as Parks & Recreation Month in the Village of Hinsdale, County of DuPage, and that Hinsdale recognizes the benefits derived from parks and recreation resources.

Tom Cauley, Village President



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: First Reading – ACA
SUBJECT: Comprehensive Annual Report and Management Letter
MEETING DATE: July 16, 2020
FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

Move to Accept of the Village’s Comprehensive Annual Financial Report and Management Letter for the Eight Months Ended December 31, 2019.

Background

Village staff requests that the Village Board approve the Comprehensive Annual Financial Report (CAFR) and Management Letter for the Fiscal Year Ended December 31, 2019. As you may recall, this is for a short eight-month period due to the change in the Village fiscal year from April 30 to December 31. The Village intends to submit the CAFR to the Government Finance Officers Association (GFOA) for their consideration for a Certificate for Excellence in Financial Reporting award, which the Village has received for 26 consecutive years.

The audit was conducted by the CPA firm of Sikich, LLP of Naperville. Prior to publication of the audit, ACA Chairman Hughes and Village Manager Gargano were provided with opportunities to review and comment on drafts of the CAFR, MD&A, and Management Letter prior to being issued by the auditor.

There were no unusual items that came up associated with this year’s audit. The management letter, which is attached, did not have any comments this year. Also attached is the “Auditors Communication to the Trustees” which communicates, among other things, internal control “deficiencies” that are suggestions for improvement. There are no deficiencies noted this year, and the report notes that the one deficiency noted last year has been corrected.

Discussion & Recommendation

Village staff recommends approval of the Comprehensive Annual Financial Report and Management Letter

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

Due to some last minute changes in the documents, the following materials will be provided electronically by July 14 and paper copies distributed by July 16.

1. FY 2019 Comprehensive Annual Financial Report
2. Management Letter
3. Auditors Communication to the Board of Trustees

**REQUEST FOR BOARD ACTION**
Finance

AGENDA SECTION: First Reading – ACA

SUBJECT: Update of Local Motor Fuel Tax Ordinance in Cook County

MEETING DATE: July 16, 2020

FROM: Darrell Langlois, Finance Director

Recommended Motion

Approve an Ordinance Amending Title 3 (Business and License Regulations), Chapter 19 (Motor Fuel Tax) of the Village Code of Hinsdale Relative to the Motor Fuel Tax.

Background

During the summer of 2019, the State of Illinois enacted numerous pieces of legislation effecting State revenues. Included with Senate Bill 1939 was a new provision in the law that allows municipalities in Cook County only to impose a local Motor Fuel Tax of \$0.03 per gallon on motor fuel sales. On October 1, 2019 the Village adopted an ordinance imposing the local Motor Fuel Tax in Cook County.

Collection responsibilities for this new tax are the responsibility of the Illinois Department of Revenue; since the time of the Village adopting the ordinance, the Department has been developing rules and forms in order to administer the tax. This tax new is now set to be implemented beginning July 1, 2020. During this implementation process, the State has now mandated certain ordinance language for all municipalities imposing this tax, and this must be approved by October 1, 2020.

Discussion & Recommendation

Attached for your consideration is an ordinance that would amend the Village Code to comply with the state-mandated language.

Budget Impact

There is no budget impact by this change.

Village Board and/or Committee Action

None

Documents Attached

An Ordinance Amending Title 3 (Business and License Regulations), Chapter 19 (Motor Fuel Tax) of the Village Code of Hinsdale Relative to the Motor Fuel Tax.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 3 (BUSINESS AND LICENSE REGULATIONS),
CHAPTER 19 (MOTOR FUEL TAX) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO
THE MOTOR FUEL TAX**

WHEREAS, the Village of Hinsdale (the "Village") is a non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 7 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village is located in part in Cook County, Illinois, a county with a population in excess of 3,000,000, and is therefore authorized pursuant to Section 8-11-2.3 of the Illinois Municipal Code (65 ILCS 5/8-11-2.3) to impose within the Cook County portion of the Village a tax on motor fuel at a rate not to exceed three cents (\$0.03) per gallon; and

WHEREAS, on October 1, 2019, the President and Board of Trustees of the Village, after finding that such code amendments further the public health, welfare and safety, and are in the best interests of the Village, its residents and the public, approved Ordinance No. O2019-30 amending the Village Code to impose a tax on the retail sale of motor fuel at a rate of three cents (\$0.03) per gallon within the Cook County portion of the Village; and

WHEREAS, the Village has since been advised by the Illinois Department of Revenue (the "IDOR") that changes to the Village's Ordinance imposing a tax on the retail sale of motor fuel are required, based on recent amendments to the State Act made in Public Act 101-0604; and

WHEREAS, pursuant to the authority contained in 65 ILCS 5/8-11-2.3 and 35 ILCS 505/1, *et seq.*, the President and Board of Trustees of the Village approve the below Village Code amendments to the tax on the retail sale of motor fuel at a rate of three cents (\$0.03) per gallon within the Cook County portion of the Village after finding that such code amendments further the public health, welfare and safety, and are in the best interests of the Village, its residents and the public.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DuPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

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

SECTION 2: Title 3 (Business and License Regulations), Chapter 19 (Motor Fuel Tax) of the Village Code of Hinsdale, is amended to read in its entirety as follows:

“

CHAPTER 19

MOTOR FUEL TAX

3-19-1: DEFINITIONS

~~Whenever used herein, unless the context otherwise requires, the words, terms or phrases used herein shall have the meaning ascribed to them in the Illinois Motor Fuel Tax Law, 35 ILCS 505/1 et seq.~~

3-19-21: IMPOSITION OF TAX

A tax is hereby imposed upon all persons within the Cook County portion of the Village in the business of selling motor fuel, as defined in the Motor Fuel Tax Law (35 ILCS 505/1 et seq.), at retail for the operation of motor vehicles upon public highways or for the operation of recreational watercraft upon waterways, at the rate of three cents (\$0.03) per gallon of motor fuel sold at retail in the Village for the purpose of use or consumption and not for the purpose of resale.

The imposition of this municipal motor fuel tax is in accordance with and subject to the provisions of Section 8-11-2.3 of the Illinois Municipal Code (65 ILCS 5/8-11-2.3), as amended, which is incorporated as though fully set forth herein.

~~A tax is hereby imposed at a rate of three cents (\$0.03) per gallon or fraction thereof, on the privilege of using or consuming motor fuel that is purchased at retail or bulk within the Cook County portion of the Village. This tax shall be in addition to any and all other taxes and charges. The imposition of this tax is in accordance with the provisions of Section 8-11-2.3 of the Illinois Municipal Code (65 ILCS 5/8-11-2.3), as amended, which is incorporated as though fully set forth herein.~~

3-19-32: COLLECTION AND ADMINISTRATION OF TAX

The tax imposed by this Chapter, and the civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Illinois Department of Revenue ~~in accordance with the provisions of Section 8-11-2.3 of the Illinois Municipal Code (65 ILCS 5/8-11-2.3) and the Motor Fuel Tax Law (35 ILCS 505/1 et seq.) as amended.~~ The Department of Revenue shall have the full power to administer and enforce the provisions of this Chapter.

3-19-4: PENALTY

~~The failure to timely collect or remit all taxes due hereunder is a violation of this code and is subject to penalty. Each failure to collect or remit the tax imposed hereby shall constitute a separate violation."~~

SECTION 3: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Village Code of Hinsdale, as amended, shall remain in full force and effect.

SECTION 6: The Village Clerk is directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before October 1, 2020.

SECTION 7: This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 11th day of August, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 11th day of August, 2020, 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 _____, 2020.

Christine M. Bruton, Village Clerk



REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: First Read – EPS
SUBJECT: 2020 Watermain Project Phase 1 Change Order 1
MEETING DATE: July 14, 2020
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Approve "A resolution approving the 2020 Watermain Project Phase 1 contract change order number 1 in the amount of \$17,750 to John Neri Construction Company, Inc."

Background

At the 05/05/20 Board of Trustee meeting, the contract for construction of the 2020 Watermain Project Phase 1 was approved in the amount not to exceed \$998,662. The preconstruction meeting was held on 05/15/20. Construction began during the week of 05/25/20. Construction to date has focused on watermain installation from the water plant on Symonds Drive west to Garfield Street including auger & jacking a steel casing under the BNSF railroad right of way.

Discussion & Recommendation

The change orders to date are summarized in exhibit A to the resolution. The major change order for time and material (T&M) delays to the auger & jacking process is summarized in the 06/30/20 memorandum to President Cauley and Trustee Byrnes.

50 ILCS 525/5 requires that change orders amounting to 50% or more of a contractor or sub-contractor's payments are not allowed and should be bid as a separate project. This change order will not increase the contractor nor the sub-contractor's payment amounts by more than 50%. This change order has been reviewed by the Village attorney. Therefore, staff recommends approval of the motion. As with all street improvements, final payouts will be dependent upon actual work done.

Budget Impact

There are sufficient capital improvement funds to support change order 1.

Village Board and/or Committee Action

N/A

Documents Attached

1. Resolution
2. Memorandum dated 06/30/20

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
2020 WATERMAIN PROJECT PHASE 1
CONTRACT CHANGE ORDER NUMBER 1
IN THE AMOUNT OF \$17,750 TO
JOHN NERI CONSTRUCTION COMPANY, INC.**

WHEREAS, the Village of Hinsdale (the "Village") and John Neri Construction Company, Inc. ("Neri") have entered into that certain Contract (the "Contract") providing for the construction of the 2020 Watermain Project Phase 1; and

WHEREAS, the President and Board of Trustees of the Village hereby find that the circumstances said to necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the Change Order was germane to the original Contract as signed, and the Change Order is in the best interest of the Village of Hinsdale and authorized by law;

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

Section 1. Recital. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

Section 2. Approval of Change Order. The Change Order is hereby approved in the form attached (Exhibit A) to this Ordinance and by this reference incorporated herein.

Section 3. Final Determination. This Resolution shall constitute the written determination required by Section 33E-9 of the Article 33E of the Criminal Code of 1961, as amended and shall be retained in the Contract file as required by said Section.

Section 4. Execution of Change Order. The Village Manager is authorized to execute the Change Order on behalf of the Village.

Section 5. Effective Date. This resolution shall be in full force and effective from and after its passage and approval.

PASSED: this _____ day of _____ 2020,

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2020.

Village President

ATTEST:

Village Clerk

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project: 2020 Watermain Project Phase 1
Location: Various Streets
Contractor: John Neri Construction Company, Inc.

Change Order No. 1
Contract No. - N/A
Date: 07/14/20
Page 1 of 2

- I. A. Description of Changes Involved:
- 1 Time & Materials (T&M) for foundation removal.
 - 2 Open cut and install watermain across south lawn of Memorial Building.
 - 3 6-inch valve to Fire Department building.
 - 4 Concrete pavement patch at Chicago/S. Park Avenue.
 - 5 T&M during auger & jacking of steel casing.
 - 6 Watermain casing with spacers not required.
 - 7 Forecasted non-special waste disposal not required.
- B. Reason for Change:
- 1 Construction was delayed to remove abandoned building foundations not shown on plans.
 - 2 Revise construction method from directional bore to open cut.
 - 3 Add 6-inch valve, which was not shown on VOH water atlas or plans, to provide fire suppression water to HFD building.
 - 4 Concrete pavement demolition could not be avoided due to utility conflicts
 - 5 Multiple large stones caused 4-days of delay to the auger & jacking operation, which increased the crew and railroad flagger T&M.
 - 6 Altered route on Post Circle to avoid the need for some watermain casing with spacers.
 - 7 Non-special waste disposal procedures were not required during excavations east of Garfield Street.
- C. Revision in Contract Price: Total Addition: \$ 17,750.00
- | | |
|-------------|----------------|
| 1 Addition | \$ 4,000.00 |
| 2 Reduction | \$ (14,370.00) |
| 3 Addition | \$ 4,000.00 |
| 4 Addition | \$ 1,400.00 |
| 5 Addition | \$ 62,560.00 |
| 6 Reduction | \$ (4,940.00) |
| 7 Reduction | \$ (34,900.00) |

Project: 2020 Watermain Project Phase 1
Location: Various Streets
Contractor: John Neri Construction Company, Inc.

Change Order No. 1
Contract No. - N/A
Date: 07/14/20
Page 2 of 2

II. Adjustments in Contract Price:

A.	Original Contract Price:	<u>998,662.00</u>
B.	Net (addition)(reduction) due to all previous Change Order No. _____	\$ <u>-</u>
C.	Contract Price, not including this Change Order	\$ 998,662.00
D.	(Addition)(Deduction) to Contract Price due to this Change Order	\$ <u>17,750.00</u>
E.	Contract Price including this Change Order	<u>\$ 1,016,412.00</u>

Accepted:
Contractor: John Neri Construction Company, Inc.

By: _____
Signature of Authorized Representative

Date

Village of Hinsdale:

By: _____
Signature of Authorized Representative

Date



MEMORANDUM

DATE: June 30, 2020

TO: Tom Cauley, Village President
Neale Byrnes, Chairman of the Environmental & Public Services Committee

FROM: George Peluso, Director of Public Services & Engineering
Dan Deeter, PE, Village Engineer

RE: Time & Material (T&M) delays to the Auger & Jacking process
2020 Chicago Avenue Watermain Project - Phase 1

The April 2015 Village of Hinsdale Infrastructure Change Order Policy, requires that "if in any given week, change orders for a project are estimated to be in excess of \$20,000 in the aggregate, the Village Manager shall notify the chairman of the Environmental and Public Services Committee and the Village President."

The Chicago Avenue Water Main Project – Phase 1 replaces 98-year old watermain under the BNSF right of way (ROW), Symonds Drive, Post Circle, Chicago Avenue, and crossing Garfield and Washington Streets. The project includes placing a 24-inch steel casing under the BNSF railroad and Garfield Street using a trenchless technology called "auger & jack". An earth auger creates an underground tunnel into which the steel casing pipe is immediately pushed. This steel casing pipe is necessary to carry the replacement 12-inch water main under these major transportation routes without interrupting train or automobile traffic. It also provides protection to the water main per Illinois EPA requirements. As part of the BNSF permit to allow the Village to construct a new watermain across the BNSF right of way, a railroad flagman is required to be present during the auger & jacking process.

The earth auger used in the technique can bore through clay, sand, silt, or any combination of these soils. It can capture and pass rocks about 8 – 10 inch in diameter that may be embedded in these soils. When larger rocks are encountered, a member of the crew must chisel and remove the rock pieces by hand. These larger rocks are rarely encountered in auger & jacking operations (less than once per event on average) and were not detected in the soil borings taken during the design phase of the project. Delays caused by these larger stones are not included in the unit price for the auger & jack operations. The specifications allow that "remedies/compensation for removing the obstruction or abandoning the casing shall be agreed to by Owner and Contractor".

During the installation of the 24-inch casing under the BNSF ROW numerous large rocks were encountered. Since the only alternative, open trenching through the railroad tracks, was not an option, the process continued until it reached its objective south of the BNSF ROW and Chicago Avenue. The time required to hand remove these stones extended the auger & jack process under the BNSF railroad line from 3 days to 7 days. This added 32-hours of railroad flagger time and 32-hours of auger and jacking crew delay time to the project.



MEMORANDUM

After auguring 2/3rds of the distance across Garfield Street, the auger crew encountered a large rock. After a delay to clear this rock, the crew immediately encountered another large rock. At this point, Staff, our consulting engineers, and the contractor determined it would be more cost effective to open cut the remaining portion of the street to install the remaining casing. This would avoid any additional time & material delay costs. The total estimated additional costs for the project due to the delays caused by large rocks are listed below:

Item	Cost
BNSF Railroad flagger	\$ 38,400
BNSF auger crew delay time	\$ 24,000
Garfield Street crew delay time	\$ 6,000
Total	\$ 68,000

As always, Staff and HR Green, our engineering consultants, will continue to monitor the construction process to identify cost savings to offset these additional costs. These two additional change orders will be added to the July 11 Village Board meeting agenda for ratification as the total amount exceeds Village Manager authority.



**REQUEST FOR BOARD ACTION
Police Department**

AGENDA SECTION: First Reading – ZPS
SUBJECT: Blanket Purchase Order with Chicago Parts and Sound/PDS
MEETING DATE: July 16, 2020
FROM: Brian King, Chief of Police

Recommended Motion

Approve the issuance of a blanket purchase order in the amount of \$27,000 to Chicago Parts and Sound/PDS for the installation of equipment in new squad cars.

Background

On July 19, 2019, the Village Board approved the purchase and scheduled replacement of Patrol Squads #40 and #43. On November 19, 2019, the Village Board approved the replacement of Patrol Squad #41, which was totaled in a traffic crash. In addition to the cost of the vehicle, the Village incurs the cost of installation and changeover of equipment in each new patrol squad. Procedurally, the approval of the installation and equipment changeover vendor is typically done under the Village Manager's spending authority since this spending is typically less than \$20,000 per year.

The long production times of patrol squad cars will result in all three of these vehicles being delivered and set up in the current fiscal year. To date, two of the installations have been completed and the third installation is pending. With three vehicle changeovers occurring in the same fiscal year, this will result in spending with the changeover vendor exceeding \$20,000 and requires Village Board approval.

Discussion & Recommendation

The total cost of three separate vehicle equipment set-up and installations is estimated at \$27,000. These costs were noted in the original RBA's for the purchase of the patrol squads. Chicago Parts and Sound has been the selected vendor for squad car set up and change over for the last two years. It is important for the Police Department to have similar set-ups and equipment from year to year. Thus, staff recommends continuing with Chicago Part and Sound for this service

Budget Impact

IRMA, the Village's insurance provider, will reimburse the Village for the set up costs associated with Patrol Squad #41 that is being replaced due to the accident.

Village Board and/or Committee Action

N/A

Documents Attached

None

REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Consideration of a Village-wide temporary moratorium not to exceed 180-days on the issuance of any demolition permit or other building or zoning approvals involving the demolition of any single family home or building within the Village that either has landmark status or is one of the homes within the Village deemed to be historically “significant” or “contributing” in the 1999 Hinsdale Reconnaissance Survey prepared by Historic Certification Consultants. – Case A-14-2020

MEETING DATE: July 16, 2020

FROM: Chan Yu, Village Planner

Recommended Motion

Approve the Plan Commission recommendation regarding the Consideration of a Village-wide temporary moratorium not to exceed 180-days on the issuance of any demolition permit or other building or zoning approvals involving the demolition of any single family home or building within the Village that either has landmark status or is one of the homes within the Village deemed to be historically “significant” or “contributing” in the 1999 Hinsdale Reconnaissance Survey.

Background

At the March 16, 2020, Village Board meeting, the Board of Trustees discussed a proposed moratorium on demolition permits or other zoning approvals involving a single family home or building that is historically significant or landmarked in the Village (Attachment 2). President Cauley introduced this as a topic of concern shared by the Historic Preservation Commission at the March 3, 2020, Board Meeting during the Village President’s Report (Attachment 3).

Two Village residents addressed the Board of Trustees with public comments at the March 16, 2020, meeting (Attachment 4). After discussion, the Village Board unanimously referred to the Plan Commission (PC) to hold a public hearing for consideration and recommendation to the Village Board on a temporary, not to be longer than 180 days, a moratorium on the issuance of demolition permits or other building or zoning approvals, involving the demolition of any single-family home or building that is historically significant or landmarked, Village-wide. The 1999 Hinsdale Reconnaissance Survey was prepared by Historic Certification Consultants and lists homes deemed historically significant or contributing for their local architectural significance (Attachment 5).

Discussion & Recommendation

This was discussed at three electronic public hearings at the Plan Commission meetings on June 10, June 24, and June 30, 2020. Over 30 people spoke at the public hearings, both for and against the proposed moratorium. In addition, over 315 pages of written comments, both for and against the Proposed Moratorium, were read into the record by Village staff during the

course of the public hearings. The public comments via letters and emails to the Village may be viewed here: <https://rb.gy/z2h3nk>

The PC, based upon the written and oral evidence and testimony presented at the Public Hearings, and other evidence in the record, makes the following Findings as to the imposition of any moratorium on demolitions within the Village (Attachment 1):

1. That the current ordinances of the Village provide for landmarking of properties within the Village, the designation of historic districts within the Village, and a non-binding process through the Historic Preservation Commission for obtaining certificates of appropriateness for demolitions of landmarked buildings and structures, and buildings and structures within the historic districts.
2. A majority of Plan Commission members found that while it may be advisable to review and amend the Historic Preservation Code and Zoning Code relative to demolitions and preservation, and, in particular, to consider changes to such codes that would help to incentivize preservation and the maintenance or improvement of properties important to the fabric of the Village over the demolition of such buildings and structures, a moratorium on demolitions, regardless of length, was either not advisable due to its restrictions on property rights, or was an unnecessary restriction while the Village Board of Trustees and other subsidiary bodies of the Village consider appropriate Code changes. The minority members favored a short moratorium to give pause and proper attention to these matters.
3. Finally, the Plan Commission urged the President and Board of Trustees, in considering code changes to focus on incentivizing the landmarking and preservation process by utilizing incentives as opposed to property restrictions.

Village Board and/or Committee Action

N/A

Documents Attached

Attachment 1 – Approved PC Findings and Recommendations dated July 8, 2020 (*Due to the length of Exhibit B Public Comment (317 pages) referenced in this document, the following link is provided in lieu of a hard copy <https://rb.gy/z2h3nk>*)

Attachment 2 – Request for Board Action memo dated March 16, 2020.

Attachment 3 - March 3, 2020, Village Board Meeting minutes regarding the agenda item

Attachment 4 - March 16, 2020, Village Board Meeting minutes regarding the agenda item

Attachment 5 - Hinsdale Reconnaissance Survey by Historic Certification Consultants – 1999

**FINDINGS OF FACT AND RECOMMENDATION
OF THE PLAN COMMISSION
VILLAGE OF HINSDALE**

July 8, 2020

RE: Case No. A-14-2020 – Possible Moratorium on Issuance of Demolition Permits and Other Approvals on Certain Properties within the Village of Hinsdale, DuPage and Cook Counties, Illinois

PETITIONER: Village of Hinsdale

APPLICATION: Consideration of a request from the Village Board of Trustees on whether the Village should impose a Village-wide temporary moratorium not to exceed 180-days on the issuance of any demolition permit or other building or zoning approvals involving the demolition of any single family home or building within the Village that either has landmark status or is one of the homes within the Village deemed to be historically “significant” or “contributing” in the 1999 Hinsdale Reconnaissance Survey prepared by Historic Certification Consultants.

BACKGROUND: At the March 3, 2020, Regular Village Board Meeting, President Cauley introduced the loss of historically significant homes in the Village through demolition as a topic of concern shared by the Historic Preservation Commission. At the March 16, 2020, Village Board meeting, the Board of Trustees discussed a proposed moratorium on demolition permits or other zoning approvals involving single family homes or buildings that are historically significant or landmarked in the Village. After discussion, the Village Board unanimously referred to the Plan Commission direction to hold a public hearing for consideration and recommendation to the Village Board on a temporary moratorium not to exceed 180 days on the issuance of demolition permits or other building or zoning approvals involving the demolition of any single-family home or building that is historically significant or landmarked, Village-wide.

Village staff prepared and published a hearing notice setting the broad parameters of a possible moratorium (the “Proposed Moratorium”) based on the Board’s direction. Specifically, the Plan Commission was to consider a request from the Village Board of Trustees on whether the Village should impose a Village-wide temporary moratorium not to exceed 180-days on the issuance of any demolition permit or other building or zoning approvals involving the demolition of any single family home or building within the Village that either has landmark status or is one of the homes within the Village deemed to be historically “significant” or “contributing” in the 1999 Hinsdale Reconnaissance Survey prepared by Historic Certification Consultants.

Public hearing notices were published in the Chicago Sun-Times on May 24, 2020 and in the Hinsdalean on May 28 and June 4, 2020. Mailed notice was sent to all residences within the Village. In addition, the Village utilized email blasts and a ½ page ad in the Hinsdalean to publicize the public hearing. A copy of the published notice is attached hereto as **Exhibit A** and made a part hereof.

The 1999 Hinsdale Reconnaissance Survey (the “Survey”) was prepared by Historic Certification Consultants and lists homes deemed at the time to be historically significant or contributing for their local architectural significance based on certain criteria set forth in the Survey.

Commissioner Fiascone recused herself based on her work as a real estate agent representing persons who would be affected by a moratorium and took no part in the proceedings.

PUBLIC HEARING: A public hearing (the "Public Hearing") on the Application was opened on June 10, 2020, continued on June 24, 2020, and concluded on June 30, 2020. Due to the COVID-19 pandemic (the "Pandemic"), the various Declarations of Emergency made by Illinois' Governor, and various Executive Orders issued by Illinois' Governor restricting public gatherings and modifying current law on in-person attendance at meetings, the Public Hearing was held electronically.

At the duly and properly noticed Public Hearing, testimony was taken and heard by the Plan Commission on the Proposed Moratorium. All persons testifying during the Public Hearing were sworn prior to giving testimony. All persons wishing to be heard were given the opportunity to provide testimony on their own behalf. Over 30 people spoke at the Public Hearing, both for and against the Proposed Moratorium. In addition, over 315 pages of written comments, both for and against the Proposed Moratorium, were read into the record by Village staff during the course of the Public Hearing. Copies of the written comments received and read into the record are attached hereto as **Exhibit B** and made a part hereof.

Due to the extensive number of comments, they will not be summarized here, but the Plan Commission encourages the Board of Trustees to read the comments in Exhibit B and Exhibit C in their entirety.

Transcripts of the Public Hearing are attached hereto as **Exhibit C** and made a part hereof.

There being no further questions or members of the public wishing to speak on the application, the Public Hearing was closed.

The Plan Commission members then discussed the public comments received, and their own thoughts concerning the Proposed Moratorium. The Plan Commission members first discussed the idea of a Village-wide moratorium on single-family homes or buildings within the Village deemed to be historically "significant" or "contributing" in the 1999 Hinsdale Reconnaissance Survey by Historic Certification Consultants. Each Commission member expressed their views and it was determined there was little support for a Village-wide scope for the moratorium, or in using the Survey as a basis for determining what homes outside of the Historic Districts would be subject to any moratorium. The commissioners agreed that if a moratorium was instituted, it should only apply to homes or buildings within the Robbins Park Historic District or Downtown Historic District.

The Plan Commission then discussed whether homes or buildings within those two Historic Districts listed in the most current surveys as "Contributing" or "Significant" should be included if a moratorium was enacted. It was discussed that per the definitions in the historic surveys, for homes or buildings listed as "Contributing" under "Architectural Merit" the surveys state "Does not necessarily possess individual distinction, but is a historic structure with the characteristic design and details of its period." By comparison, structures listed as "Significant" in the surveys noted the following under Architectural Merit: "Must possess architectural distinction in one of the following when compared with other buildings of its type: 1) architectural style; 2) work of a master builder or architect; 3) exceptional craftsmanship; 4) architectural or structural innovation." A majority of commissioners stated that only homes or buildings listed as "Significant" in the most current surveys for two Historic Districts should be included if a moratorium was recommended. The commissioners all agreed that the Village should complete new historic surveys related to homes or buildings situated in the two Historic Districts and that the surveys should be completed by an independent expert and not by those previously used, namely Granacki Historic Consultants and Historic Certification Consultants.

The length of any Proposed Moratorium was then discussed. No Plan Commission member felt that a length of 180-days was necessary, given the time that had passed since the original direction for the public hearing on a proposed moratorium from the Board of Trustees, the fact that the current Pandemic had prevented pending applications from proceeding at the Historic Preservation Commission, the fact that the chair of the Historic Preservation Commission had stated during the course of the public hearing that 180-days was unnecessary, and the fact that during the pause created by the Pandemic, the Board of Trustees had started the process of considering the types of changes it may want to make to the Historic Preservation Code and Zoning Code relative to demolitions and preservation. No Commission member expressed support for a moratorium in excess of ninety (90) days.

The Plan Commission members discussed the types of changes and incentives they thought would be advisable to make to the Historic Preservation Code and Zoning Code regardless of whether the Proposed Moratorium was imposed. There was general support for the types of incentives discussed by the Board of Trustees at the June 16, 2020 Regular Board meeting, including tax breaks, expedited processing of applications to the Village, and zoning relief for historic and other properties within the Historic Districts, as well as any other financial incentives that could be provided. All commissioners expressed support for Village preservation efforts of historic homes and buildings, but the Plan Commission majority stated those efforts should be voluntary and not the result of village restrictions on property rights. There was a consensus that preservation incentives were far preferable to restrictions on what owners could do with their properties.

Other topics raised by Plan Commission members included the need for a possible Village referendum on preservation issues, especially if proposed changes such as tax breaks or credits would impact the Village budget and all taxpayers. Discussion also included possible undue hardship exemptions for financial reasons, personal/medical reasons, costs of repairs/maintenance being too burdensome and lack of saleability.

Certain Plan Commission members expressed that they were not in favor of imposing any moratorium, based on their belief that people should generally be able to do what they liked with their own properties.

MOTION: Following discussion by the Plan Commission, a motion was made as follows:

A motion was made by Commissioner Crnovich, and seconded by Commissioner Fisher, to recommend a moratorium be imposed at all, with the parameters of the moratorium to be the subject of additional motions. The vote on the motion to impose a moratorium at all was two (2) in favor, and (4) against. The motion failed. It being determined based on that vote that there were no further motions necessary, the matter was concluded.

FINDINGS ON IMPOSITION OF PROPOSED MORATORIUM: The Plan Commission, based upon the written and oral evidence and testimony presented at the Public Hearing, and other evidence in the record, makes the following Findings as to the imposition of any moratorium on demolitions within the Village:

1. That the current ordinances of the Village provide for landmarking of properties within the Village, the designation of historic districts within the Village, and a non-binding process through the Historic Preservation Commission for obtaining certificates of appropriateness for demolitions of landmarked buildings and structures, and buildings and structures within the historic districts.
2. A majority of Plan Commission members found that while it may be advisable to

review and amend the Historic Preservation Code and Zoning Code relative to demolitions and preservation, and, in particular, to consider changes to such codes that would help to incentivize preservation and the maintenance or improvement of properties important to the fabric of the Village over the demolition of such buildings and structures, a moratorium on demolitions, regardless of length, was either not advisable due to its restrictions on property rights, or was an unnecessary restriction while the Village Board of Trustees and other subsidiary bodies of the Village consider appropriate Code changes. The minority members favored a short moratorium to give pause and proper attention to these matters.

3. Finally, the Plan Commission urged the President and Board of Trustees, in considering code changes to focus on incentivizing the landmarking and preservation process by utilizing incentives as opposed to property restrictions.

RECOMMENDATION: After deliberation, the vote of the Plan Commission members present on June 30, 2020 on a motion to recommend imposition of any moratorium was two (2) in favor and four (4) opposed. The motion failed. Therefore, the Recommendation of the Plan Commission is that the President and Board of Trustees of the Village of Hinsdale NOT impose a moratorium of any length on demolitions within the Village.

Signed: _____

Stephen J. Cashman

Stephen Cashman, Chairman Plan Commission
Village of Hinsdale

Dated: _____

07/09/20

VILLAGE OF HINSDALE

REVISED NOTICE OF PLAN COMMISSION

PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN to all persons that the Village of Hinsdale Plan Commission shall conduct an electronic public hearing on Wednesday, June 10, 2020 at 7:30 p.m., or as soon thereafter as the business of the Plan Commission permits, for the purpose of considering a request from the Village Board of Trustees on whether the Village should impose a Village-wide temporary moratorium not to exceed 180-days on the issuance of any demolition permit or other building or zoning approvals involving the demolition of any single family home or building within the Village that either has landmark status or is one of the homes within the Village deemed to be historically “significant” or “contributing” in the 1999 Hinsdale Reconnaissance Survey prepared by Historic Certification Consultants. Following the public hearing, the Plan Commission shall make a recommendation to the Village Board of Trustees on whether or not to impose a moratorium.

This request is known as Application A-14-2020.

The Properties to which the Village-wide temporary moratorium is proposed to apply are any landmarked homes and buildings, and any of the homes within the Village deemed to be historically “significant” or “contributing” in the 1999 Hinsdale Reconnaissance Survey prepared by Historic Certification Consultants. For copies of the 1999 Hinsdale Reconnaissance Survey, or information on whether your home may be one of the homes potentially affected by the moratorium, please contact Director of Community Development Robb McGinnis at 630-789-7036 or at rmcginnis@villageofhinsdale.org. The 1999 Hinsdale Reconnaissance Survey is also available on the Village’s website at: https://www.villageofhinsdale.org/residents/village_history/reconnaissance_survey.php

The purpose of the moratorium, if imposed, would be to provide an opportunity for study by the Plan Commission, Historic Preservation Commission and/or Village Board of Trustees of whether text amendments to the Village’s Zoning Ordinance and Village Code should be made, in order to more effectively protect the many single-family homes and other structures, buildings, sites or areas that contribute to the Village’s character, beauty and historic charm. Possible text amendments that might be considered, should a moratorium be imposed, include, but are not limited to, changes to the Village Code provisions relative to landmarking of historic buildings, structures, sites or areas, certificates of appropriateness, and demolition approvals of historic buildings, structures, sites or of buildings, structures or sites within the Village.

Due to the COVID-19 pandemic, Governor Pritzker has enacted a “Stay-at-Home” directive effective as of March 21st, 2020, as most recently extended by Executive Order 2020-32 issued on April 30, 2020, which, among other things, limits the capacity for all public gatherings to 10 people or less. The Village will therefore be unable to facilitate physical attendance by members of the public at the hearing, and the public hearing will be held electronically. The public will be able to listen to the entire hearing and meeting live on the Village’s website, and on Channel 6.

Public comments and testimony on the proposed moratorium are welcome. Written comments and testimony are strongly encouraged. Written comments must be received by email or in writing by the Village Clerk prior to 4:30 p.m. on the day of the meeting. Emailed comments may be sent to Village Clerk Christine Bruton at cbruton@villageofhinsdale.org. Please use the subject line “Public Comment – Demolition Moratorium” when sending your email. Written comments may be submitted to the attention of the Village Clerk at 19 E. Chicago Avenue, Hinsdale, Illinois 60521.

While emailed or written comments or testimony are strongly encouraged, public testimony, comments or cross-examination may also be made by persons who have pre-registered with the Village. Persons may pre-register to provide live public testimony, comments or to cross-exam witnesses by emailing Village Clerk Christine Bruton at cbruton@villageofhinsdale.org prior to 4:30 p.m. on the day of the hearing. Please use the subject line “Pre-Registration – Demolition Moratorium” when sending your email. Persons who have pre-registered may then phone into the meeting at 312.667.4792, using Conference Code 581537. Persons who have pre-registered to provide live testimony, comments or cross-examination will be called on in the order in which they registered during the portion of the hearing reserved for such public testimony, comments or cross-examination.

All members of the public are requested to keep their written comments or testimony to three pages or less, and speakers are requested to keep their live comments or testimony to five minutes or less. Submissions or comments exceeding those limits may, if time allows and at the discretion of the Chairperson, be presented after all others have had an opportunity to testify, comment or have their comments read.

The Public Hearing may be continued from time to time without further notice, except as otherwise required under the Illinois Open Meetings Act.

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to electronically attend this hearing and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Darrell Langlois, ADA Coordinator at 630.789.7014 or by TDD at 630.789.7022 promptly to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Dated: May 22, 2020

Christine M. Bruton, Village Clerk

To be published in the Chicago Sun-Times on May 24, 2020, and The Hinsdalean on May 28, 2020

VILLAGE OF HINSDALE
REVISED NOTICE OF PLAN COMMISSION
PUBLIC HEARING

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Dated: May 22, 2020

Christine M. Bruton, Village Clerk

Published in the Chicago Sun-Times on May 24, 2020, and The Hinsdalean on May 28, and June 4, 2020

ATTENTION HINSDALE RESIDENTS:

THE PLAN COMMISSION AND BOARD OF TRUSTEES OF THE VILLAGE
SEEK YOUR INPUT

On June 10, 2020, at 7:30 p.m., the Plan Commission of the Village of Hinsdale will hold an electronic public hearing on whether the Village Board should impose a temporary moratorium not to exceed 180-days on the issuance of any demolition permit or other building or zoning approvals involving the demolition of any single family home or building within the Village that either has landmark status or is one of the homes within the Village deemed to be historically “significant” or “contributing” in the 1999 Hinsdale Reconnaissance Survey prepared by Historic Certification Consultants. For copies of the 1999 Hinsdale Reconnaissance Survey, or information on whether your home may be one of the homes potentially affected by the moratorium, please contact Director of Community Development Robb McGinnis at 630-789-7036 or at rmcginnis@villageofhinsdale.org. A link to the 1999 Hinsdale Reconnaissance Survey is available on the Village’s website here:

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Due to current restrictions on public gatherings, the public hearing will be held electronically. A live audio stream of the meeting will be available to the public via Channel 6 or on the Village website. Following the public hearing, the Plan Commission shall make a recommendation to the Village Board of Trustees on whether or not to impose a moratorium.

HOW TO PROVIDE YOUR INPUT

Public comments and testimony on the proposed moratorium are welcome. Written comments and testimony are strongly encouraged. Written comments must be received by email or in writing by the Village Clerk prior to 4:30 p.m. on the day of the meeting. Emailed comments may be sent to Village Clerk Christine Bruton at cbruton@villageofhinsdale.org. Please use the subject line “Public Comment – Demolition Moratorium” when sending your email. Written comments may be submitted to the attention of the Village Clerk at 19 E. Chicago Avenue, Hinsdale, Illinois 60521. While emailed or written comments or testimony are strongly encouraged, public testimony, comments or cross-examination may also be made by persons who have pre-registered with the

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Any questions can be directed to Director of Community Development/Building Commissioner Robert McGinnis at 630-789-7036 or at rmcginnis@villageofhinsdale.org.

STATE OF ILLINOIS)
) ss.
 COUNTY OF DU PAGE)

BEFORE THE VILLAGE OF HINSDALE
 PLAN COMMISSION

In the Matter of:

Case A-14-2020 - Village of Hinsdale -
 Consideration of a Village-wide temporary
 moratorium not to exceed 180 days on the
 issuance of any demolition permit or other
 building or zoning approvals involving the
 demolition of any single-family home or
 building within the Village that either has
 landmark status or is one of the homes within
 the Village deemed to be historically
 "significant" or "contributing" in the 1999
 Hinsdale Reconnaissance Survey prepared by
 Historic Certification Consultants.

REPORT OF PROCEEDINGS had and testimony
 taken via Zoom at the Public Hearing of the
 above-entitled matter before the Hinsdale Plan
 Commission at 19 East Chicago Avenue, Hinsdale,
 Illinois, on the 10th day of June, 2020, at the
 hour of 7:30 o'clock p.m.

BOARD MEMBERS PRESENT VIA ZOOM:

MR. STEPHEN CASHMAN, Chairman;
 MS. JULIE CRNOVICH, Member;
 MS. ANNA FIASCONE, Member;
 MS. MICHELLE FISHER, Member;
 MR. GERALD JABLONSKI, Member;
 MR. JIM KRILLENBERGER, Member;
 MR. TROY UNELL, Member;
 MR. MARK WILLOBEE, Member.

ALSO PRESENT VIA ZOOM:

MR. ROBB MC GINNIS, Director of
Community Development;
MR. CHAN YU, Village Planner;
MR. MICHAEL MARRS, Village Attorney;
MR. BRADLEY BLOOM; Assistant Village
Manager/Director of Public Safety

ALSO LISTED AS PRESENT VIA ZOOM TELEPHONE
CONFERENCE CALL:

MS. BARI KESNER,
MS. JULIE SUTTON,
MR. MARCO PIEMONTE,
MS. ALEXA PIEMONTE,
MS. ASHLEY BAIRD,
MS. PEGGY SAYRE,
MS. SUSAN DRISCOLL,
MR. THOMAS DRISCOLL,
MS. LAURA ROONEY,
MS. BECKY LANGBEIN,
MS. NANCY HARVEY,
MR. DALE KLEBER,
MS. SARAH ZIELKER,
MS. JEN REENAN,
MR. JEFF ALLEN,
MR. JIM PRISBY,
MS. ALISON RAGO,
MR. CHARLIE BRIGDEN,
MS. RUTA BRIGDEN,
MR. MIKE RYAN,
MS. SHARON STARKSTON,
MS. REBECCA HAASS,
MR. DOUGLAS DAY,
MR. THOMAS PRAME,
MR. MATTHEW BOUSQUETTE,
MR. JOHN JACOBES,
MS. NANCY JANDA,
MR. THOMAS PRAME,
MS. EMILY BOWER,
MS. JUDITH COLEMAN.

* * *

2

4

1 have called in and these written comments and
2 just work our way through that. And we will
3 call --
4 MS. FIASCONE: Steve, this is Anna.
5 Just I would like to announce I'm recusing
6 myself from this issue to avoid a conflict of
7 interest.
8 CHAIRMAN CASHMAN: Thank you, Anna.
9 Thank you. I know you had given me the heads-up
10 on that.
11 MS. FIASCONE: Yes. Yes.
12 CHAIRMAN CASHMAN: Yes. I apologize in
13 advance to any of my citizen neighbors that if I
14 mangle your last name. But we will start with
15 Bari Kesner. Bari Kesner?
16 MR. BLOOM: Steve, before we start, can
17 I ask the callers who are on the conference call
18 online to please mute your phones. Callers on
19 the conference call online, please mute your
20 phones. We can hear a lot of background noise
21 and conversations.
22 MS. FISHER: Can we turn up the volume

07:42PM

07:42PM

3

5

1 CHAIRMAN CASHMAN: Our next item is one
2 of our two public hearings for tonight. This is
3 Case A-14-2020 from the Village of Hinsdale -
4 Consideration of a Village-wide temporary
5 moratorium not to exceed 180 days on the
6 issuance of any demolition permit or other
7 building or zoning approvals involving the
8 demolition of any single-family home or
9 building within the Village that either has
10 landmark status or is one of the homes within
11 the Village deemed to be historically
12 "significant" or "contributing" in the 1999
13 Hinsdale Reconnaissance Survey prepared by
14 Historic Certification Consultants.
15 So we have an awful lot of interest in
16 this, which is great. We will go through public
17 comments. We have a lot of written comments
18 that were sent in, and we have both email and
19 mail. And then we have I believe 28 callers
20 that have registered to speak.

07:41PM

21 And what I would like to do is we
22 are going to alternate between the people that

1 just a little bit because that might drown out
2 some of the background noise.
3 MR. BLOOM: Yes. We'll see what we can
4 do.
5 CHAIRMAN CASHMAN: So the first person
6 we are trying to hear from is Bari Kesner,
7 K-e-s-n-e-r.
8 MS. KESNER: Yes.
9 CHAIRMAN CASHMAN: Welcome. How are
10 you?
11 MS. KESNER: Great. Thank you.
12 MS. MC KENNA: This is Dawn McKenna.
13 CHAIRMAN CASHMAN: First, I actually
14 mixed up the order of business. If we could
15 just pause for one second. I know we missed
16 something we needed to do here, which was to
17 swear everyone in who is on the conference call.
18 (Conference callers sworn en masse.)
19 CHAIRMAN CASHMAN: All right. Thank
20 you, everybody.
21 MR. DAY: Point of order. Point of
22 order. Doug Day, 33 South Garfield. Point of

07:43PM

07:44PM

1 order.

2 CHAIRMAN CASHMAN: What is your name?

3 MR. DAY: Doug Day, 33 South Garfield.

4 I would like anybody who is living within the

5 Historic District designated by the Village,

6 they should recuse themselves because of a

7 conflict of interest. I know someone has but

8 all trustees who are living in that area need to

9 recuse themselves.

07:45PM 10 MR. MARRS: Can I address that, Steve?

11 CHAIRMAN CASHMAN: Yes, please, Mike.

12 MR. MARRS: Michael Marrs, I'm the

13 village attorney. So persons living within the

14 Historic District do not have any kind of

15 statutory conflict of interest. So then the

16 rule becomes if you feel that you can fairly

17 provide guidance on this matter and can make an

18 unbiased decision and listen to both sides and

19 make your recommendation based on that, you do

07:45PM 20 not need to recuse yourself. You are just a

21 recommending body in this case trying to provide

22 some advice and guidance to the Board of

1 Trustees at their request.

2 And so I appreciate that people may

3 feel uncomfortable, but you do not need to

4 recuse yourself. This is a common type of thing

5 in a Village where we have big parts of the

6 Village that are Historic Districts. And if

7 everyone recuses themselves, we won't have

8 enough people to even move forward on something

9 like this.

07:46PM 10 CHAIRMAN CASHMAN: Okay. Thank you.

11 MR. DAY: Well, you are treading very

12 closely on the takings right from the Illinois

13 Constitution wherein the Illinois Constitution

14 provides that private property shall not be

15 taken or damaged for public use without

16 compensation. As provided by law, people in the

17 District have a vested interest in these issues.

18 So I think your ruling is wrong, and I'm just

19 stating it for the record.

07:46PM 20 MR. MARRS: Okay. I appreciate your

21 opinion.

22 CHAIRMAN CASHMAN: Okay. So we would

1 like to hear from Bari Kesner, please. I

2 believe she was with the Dawn McKenna Group.

3 MS. MC KENNA: This is Dawn McKenna. I

4 would like to weigh in at the end after I have

5 heard all the facts, please.

6 CHAIRMAN CASHMAN: Well, that may not

7 even be today. We are trying to take people in

8 order so we might not come back to you today.

9 MS. MC KENNA: That's okay. I would

07:47PM 10 like to listen to all the facts first, please.

11 CHAIRMAN CASHMAN: Okay. That's fine.

12 MS. MC KENNA: Thank you.

13 CHAIRMAN CASHMAN: And Dawn, what's

14 your address for the record? What is your home

15 address?

16 MS. MC KENNA: Oh, my home address is

17 15W051 60th Street in Burr Ridge.

18 CHAIRMAN CASHMAN: Okay. Thank you.

19 And then so now either Chan or

07:47PM 20 Robb, I don't know which one is doing it; but we

21 will read the written comment into the record.

22 MR. MC GINNIS: Sure. Our first one is

1 from Jane Grimm.

2 To whom it may concern: I support

3 the proposed 180-day demolition moratorium in

4 the Village of Hinsdale as laid out in the

5 Village of Hinsdale Notice of Plan Commission

6 Public Hearing for a meeting on June 10, 2020,

7 at 7:30. The moratorium will allow the Village

8 time to consider rules, regulations, zoning,

9 etcetera, to preserve our historic homes and the

07:48PM 10 special nature of our community. There is a

11 great public interest in preserving the historic

12 dwellings in our Village. Too many historic

13 homes have been demolished and are currently

14 being considered for demolition. If too many of

15 our historic homes are lost, the entire

16 atmosphere of Hinsdale will be changed. It will

17 ultimately result in the reduction in the

18 property values for those residents that remain.

19 In the meantime, the developers who built the

07:48PM 20 gigantic new homes will be long gone. Hinsdale

21 should be for the benefit of its residents, not

22 for the benefit of real estate developers, who

1 just want to make bigger, more expensive houses
2 so they can make a larger profit.

3 I support the 180-day moratorium
4 and urge the Village to consider and approve
5 enforceable regulations that will protect
6 historically significant homes in Hinsdale.
7 Jane Grimm.

8 And then did you want me to kind of
9 read, Steve, one of each?

07:49PM 10 CHAIRMAN CASHMAN: Sure.

11 MR. MC GINNIS: This one is, let's see,
12 I am the current homeowner at 844 South Lincoln,
13 Hinsdale. Angelo and Eleni Malamis. I
14 apologize on the front end for butchering
15 anybody's names.

16 I am the current homeowner of
17 844 South Lincoln, Hinsdale. We purchased this
18 property with the intention to build a new
19 construction home. Due to some unforeseen
09:45AM 20 circumstances, we have decided to sell our
21 property. We are currently under contract with
22 a local Hinsdale homeowner, who is looking

1 forward to building a new home on 844. We are
2 scheduled to close in 2 weeks' time on June 19,
3 2020. However, there is strong concern and
4 reluctance on the buyer's side to close given
5 the moratorium on home demolition in the Robbins
6 Park Historic District. While we understand and
7 respect the need to protect historically
8 significant homes in Robbins Park, our home on
9 Lincoln Street is outside of the Historic
09:46AM 10 District. We understand there is some
11 discussion as of late regarding which homes will
12 fall into this category outside of the district.
13 However, there are many implications for us and
14 potential buyers who are looking to invest,
15 beautify, and build in Hinsdale.

16 When we purchased this home, my
17 wife and I completed all the necessary due
18 diligence including soil testing, preplan
19 review, and preliminary engineering plans.
09:51AM 20 During our lengthy due diligence process, we
21 determined the various parameters to build a new
22 home on this lot with the Village. There was no

1 indication whatsoever during this time that
2 would prohibit us from building a new home. In
3 addition, based on initial lender home
4 inspections, the home was deemed uninhabitable
5 and in disrepair. Upon receiving the preplan
6 review, we naturally believed it was acceptable
7 to proceed with our plans to build.

8 After feeling comfortable with our
9 extensive due diligence process in part with the
09:51AM 10 Village, we closed on this property with the
11 sole intention of building a new home. If there
12 was any inclination that this was not possible,
13 we would not have proceeded with this purchase
14 or taken on this endeavor. Our potential buyers
15 are concerned with this as well and stated they
16 will not proceed with their plans to purchase
17 844 South Lincoln if they cannot build a new
18 construction home. We have had no formal mail
19 notification or disclosure from the Village
09:52AM 20 prohibiting our plans, yet there remains
21 consternation on the buyer's side on whether
22 this home can be demolished. This will

1 undoubtedly jeopardize the closing of this home.
2 Unfortunately, we have been
3 accruing holding costs during the pandemic,
4 which is understandable given the crisis our
5 nation is facing which is out of our control.
6 Now that we have found a buyer, we are at
7 another standstill. We are looking to create a
8 win-win situation for the excited buyers, for us
9 as homeowners/sellers, and for the neighborhood
09:54AM 10 as a whole. We have had some neighbors inquire
11 when we would start the process of knocking down
12 the home and beautifying this corner lot.

13 Since this has all happened
14 unexpectedly and after having purchased this
15 property, we are humbly and respectfully
16 requesting that 844 South Lincoln be exempt from
17 any inhibition to construct a new home on this
18 property since it is demolition quality.

19 Thank you for taking the time to
09:54AM 20 better understand our perspective and the
21 implications this may have on various homeowners
22 in Hinsdale. Since the buyer's attorney just

1 made us aware of this situation, time is of the
2 essence since the scheduled closing is imminent
3 We greatly appreciate your time and
4 kindly request your assistance in resolving this
5 matter.

6 CHAIRMAN CASHMAN: All right.
7 Thank you. Our next speaker would be Julie
8 Sutton at 131 South County Line. Julie Sutton.

9 MS. SUTTON: Hi. This is Julie Sutton.

07:52PM 10 CHAIRMAN CASHMAN: Hi, Julie.

11 MS. SUTTON: I am a Realtor in town.
12 Can you hear me okay?

13 CHAIRMAN CASHMAN: Yes. I can hear
14 you, Julie.

15 I used to be able to hear you.
16 Julie? Julie, we lost you.

17 MS. SUTTON: I apologize. This is
18 Julie Sutton. We had a connection challenge.
19 Am I able to speak?

07:53PM 20 CHAIRMAN CASHMAN: Yes. Yes. I can
21 hear you now. Please proceed.

22 MS. SUTTON: So I just want to say for

1 the record that as a Realtor I am very neutral.
2 I respect both positions on this issue, but I
3 wanted to dive into the data and explore simply
4 the supply and the demand facing this issue.

5 The data will support that there is
6 higher than average market times and lower sales
7 to list ratios for homes that are 75 to 100 and
8 older. These are two big indicators of low
9 demand. These sellers of these homes in many
10 cases are already facing significantly than
11 lower demand and any further restriction on
12 their ability to sell could be very challenging
13 for them.

14 I have all the data that would
15 support this. It's a little bit minutia, shall
16 I go into it or does that suffice? I'm happy to
17 email all of the data. In a nutshell, the
18 median Hinsdale market time has hovered around

07:54PM 19 100 days for 4 consecutive years. Homes that
20 were built between 1893 and 1898 are seeing
21 average market time over multiple years, in some
22 cases 410 to 786 days. In addition to that,

1 some of these homes are selling at 60 percent of
2 their average list price. Homes built between
3 1905 and 1922 in this Historic District, they
4 are facing an extreme market time as well.

5 So I just wanted to put the data
6 out there for people to consider that sellers
7 with homes of these ages are already facing
8 significantly lower demand than other homes in
9 town, and I think we all just need to really
10 think about any further restrictions on what it
11 will do to these sellers.

07:55PM 12 MR. KRILLENBERGER: What were the ages
13 of the homes that you are using to accumulate
14 this data?

15 CHAIRMAN CASHMAN: Please, callers that
16 are on the conference call, if you are not
17 speaking, would you please mute your phones.

18 Julie, if you wanted to answer
19 Jim's question.

07:56PM 20 MS. SUTTON: Could you please repeat
21 the question. I couldn't hear.

22 MR. KRILLENBERGER: Yes. Hi, Julie.

1 This is Jim Krillenberger. Jotting down your
2 statistics, what was the age of the homes that
3 you used to accumulate your data of market time
4 and selling price to list?

5 MS. SUTTON: Sure. So I used the
6 closed MLS data in the Historic District over
7 last handful of years. Your question was
8 specifically what the data was?

07:56PM 9 MR. KRILLENBERGER: What year? You
10 said it at the beginning. I just didn't jot it
11 down. These were --

12 MS. SUTTON: Right. I broke it up into
13 three different sections. So section one would
14 be homes built between 1893 and 1898. Over the
15 last handful of years, there were four homes;
16 441 East 3rd, 224 East 1st, 120 East 5th, and
17 425 East 3rd.

18 MR. KRILLENBERGER: Okay. Thank you.

07:57PM 19 MS. CRNOVICH: Those four homes saw
20 market times ranging up to 786 days. And two of
21 those homes sold at 60 percent of their original
22 list price. None of these were listed as

1 teardowns. They were all listed on the open
2 market on public MLS as existing single-family
3 homes.

4 The second section were homes built
5 between 1905 and 1922. There were six of them.
6 I emailed this. I forwarded this email to the
7 Planning Commission, PC@VillageofHinsdale.org.
8 These addresses were 324 South Elm, 311 South
9 Oak, 219 East 1st, 419 South Oak, 718 South
10 Park, 716 South Oak. Again --

07:58PM

11 CHAIRMAN CASHMAN: Julie, I think it
12 would be helpful, that could be in the stack of
13 emails that Robb and Chan are going to go
14 through; but we will look for that information.
15 If you could, I would like to make sure we have
16 that information. So, Chan, we could check on
17 that after the meeting to make sure we received
18 that.

19 If not, Julie, we will reach out to
20 you to see if you will send us a copy. We are
21 kind of at the end of 5 minutes. I appreciate
22 your input.

07:58PM

1 this matter.

2 Next I have an email from or a
3 letter from David Peckenpaugh and Robert
4 Peckenpaugh from 429 South County Line Road.

5 My dad, Robert Peckenpaugh, moved
6 our family to Hinsdale in 1959 and purchased
7 this home on County Line in the year 1965. He
8 owned the house and lived there until his death
9 in May 2019. The property was put up for sale
10 in the fourth quarter last year and remains on
11 the market today.

10:05AM

12 Before putting it up for sale, we
13 had an appraisal done indicating there was no
14 real value in the home and that the appraisal
15 was for land only. The Realtors we have worked
16 with agreed and they have both stated the only
17 value in this sale will be the land. After
18 almost a one year time period on the MLS we have
19 had very little interest in the property with
20 only 2 showings. While this was a wonderful
21 home for our family, over the years it has
22 deteriorated inside and out including a

10:07AM

1 MR. JABLONSKI: Can I ask Julie one
2 question before we let her go?

3 CHAIRMAN CASHMAN: Yes.

4 MR. JABLONSKI: At these distressed
5 prices in the last handful of years, has a
6 single home sold to someone who has attempted to
7 rehab it?

8 MS. SUTTON: To my knowledge, all of --
9 No. Some of these have been rehabbed, but it
10 was after they sat for an extremely long time
11 and they sold at quite a discount.

07:59PM

12 MR. JABLONSKI: Thank you.

13 CHAIRMAN CASHMAN: Thank you, Julie.
14 All right.

15 Robb, did you want to read the
16 next.

17 MR. MC GINNIS: Sure. This is from
18 Jane Hardies. Dear Hinsdale Plan Commissioners:
19 Please vote to approve a demolition moratorium
20 for historic Hinsdale homes to keep the
21 character of our Village intact.

07:59PM

22 Thank you for your consideration in

1 foundation that leaks in multiple areas. We
2 think most would agree that outside of the
3 family memories, there is simply nothing of
4 historical value or character worth saving. As
5 such, if it doesn't sell by the end of the
6 summer, we had planned to tear down the house
7 ourselves to focus on the large, beautiful,
8 open-wooded lot located in a great neighborhood.

9 My brother is a licensed architect
10 and he estimated that it would cost at least
11 \$350,000 to bring the existing home up to the
12 Hinsdale finish and layout standards. The
13 investment, however, would never be paid back as
14 the economics simply are not feasible to make a
15 remodel work at any cost (low ceilings and
16 outdated floor plan). As trustee of my father's
17 trust that owns this property, I have the
18 responsibility to the six beneficiaries to
19 manage and distribute the assets in a timely
20 manner. With all the uncertainties in the
21 economy today, we are trying to make this sale
22 as soon as we can. It appears like the activity

10:07AM

10:08AM

1 is again picking up, so it is important that we
2 are positioned to make a sale. If there is any
3 doubt that the house can be torn down, the value
4 of the property could be negatively affected
5 bringing undue economic hardship to the family.

6 Therefore, on behalf of my
7 siblings, we are asking that 429 South County
8 Line be excluded from the potential temporary
9 moratorium as it is an older home but clearly
10 not of historic value. Thank you for your
11 attention, and I appreciate anything you can do
12 for our cause.

10:09AM

13 CHAIRMAN CASHMAN: All right. Thank
14 you.

15 So our next speakers are Alexa and
16 Marco Piemonte, 419 South Oak. Alexa and Marco
17 Piemonte, 419 South Oak. Yes. Alexa and Marco
18 Piemonte, are you available to speak? These are
19 the residents, the new owners, of 419 south Oak
20 Street.

08:02PM

21 Okay. So not hearing from Alexa or
22 Marco Piemonte, we will move on to Ashley Baird.

1 Ashley, can you hear me? Are you available to
2 speak? Ashley Baird, are you available to
3 speak?

4 Brad, are we doing okay on the
5 conference call? Are you able to hear people on
6 the line?

7 MR. BLOOM: I've not heard anyone
8 respond to you. We do have about 30 people on
9 the conference call line now.

08:03PM

10 CHAIRMAN CASHMAN: Okay. So we are
11 listening. We want to hear from Ashley Baird.

12 MR. MARRS: Steve, just for a reminder,
13 if they do come on, make sure they were
14 previously sworn.

15 CHAIRMAN CASHMAN: Ashley?

16 MS. BAIRD: Hello? Yes. I'm here with
17 the Dawn McKenna Group. I'm hear to listen to
18 the facts. I don't want to speak at this point.

19 CHAIRMAN CASHMAN: Okay. All right.

08:04PM

20 Thank you, Ashley.

21 MS. BAIRD: Thank you.

22 CHAIRMAN CASHMAN: Okay. So we will

1 stick with the callers. The next would be Peggy
2 Sayre, Sayre -- I'm not sure how she says her
3 last name -- with the Dawn McKenna Group.
4 Peggy, are you available to speak? Peggy? Is
5 Peggy -- I don't know if it's Sayre or Sayre
6 from the Dawn McKenna Group. Peggy, are you
7 interested in speaking?

8 MS. MC KENNA: She also just wanted
9 to sign in to listen. Anybody from the Dawn
10 McKenna Group is just here to listen to the
11 facts and support.

08:05PM

12 CHAIRMAN CASHMAN: All right. Thank
13 you very much.

14 The next would be Susan Driscoll at
15 844 South Garfield Street. Susan Driscoll,
16 844 South Garfield Street. Susan, are you
17 available to speak? Susan Driscoll? Susan?
18 One more try, Susan Driscoll, 844 South
19 Garfield, would you like to provide public
20 comment?

08:06PM

21 Okay. Hearing no response, we will
22 move to Laura Rooney from the Bryan Bomba Group.

1 Laura Rooney.

2 MS. ROONEY: Hi, there. I also am just
3 listening in to get more information this
4 evening. Thank you.

5 CHAIRMAN CASHMAN: Okay. Thank you,
6 Laura.

7 Next would be Becky Langbein.
8 Becky Langbein, L-a-n-g-b-e-i-n. There is no
9 address listed.

08:06PM

10 MS. LANGBEIN: Yes. Hi.

11 CHAIRMAN CASHMAN: Were you part of the
12 swearing in?

13 MS. LANGBEIN: Yes.

14 CHAIRMAN CASHMAN: Okay. Thank you.

15 MS. LANGBEIN: Sure. I'm here to speak
16 on behalf of my parents, Bill and Jane
17 Blomquist, who cannot attend tonight for medical
18 reasons. They live at 22 West 5th Street.

08:07PM

19 That's also where I grew up. We submitted a
20 written letter, which I believe will be read

21 later, but I wanted to -- My mom sent a letter,

22 but I wanted to reiterate some of the key points

1 given how misguided we believe the moratorium to
2 be.

3 So my parents' home at 22 West 5th
4 Street is very, very old. Its interior design
5 is abysmal versus contemporary standards. It
6 may even be dangerous. And no one would buy
7 this structure without having to put in huge
8 sums of money to upgrade it. The footprint and
9 exterior of the house are outdated and an
10 interior renovation would never meet modern
11 standards. As a result, no regional buyer would
12 purchase my parents' property even if they could
13 not tear down the existing structure.

08:08PM

14 As Julie mentioned earlier, as you
15 can see from the recent real estate data, homes
16 up to the age that are being considered for the
17 moratorium are already at a significantly
18 reduced demand. It doesn't take a big stretch
19 of the imagination to predict how much lower
20 demand there would be if such a moratorium were
21 in place. The moratorium could wipe out the
22 equity in the real estate value that my parents

08:08PM

1 have carefully built up over the decades, over
2 the past 36 years that they have lived in
3 Hinsdale, on the expectation that they could
4 sell to someone who wanted to build a new house
5 on the land.

6 A moratorium also means that, if
7 they can't sell their property and can't
8 demolish the existing structure, they would have
9 to put in an astronomical sum of money into
10 their aging home to keep it safe and standing.
11 They need that money for other purposes. As I
12 mentioned, they have lived in Hinsdale in their
13 home for 36 years. My father was an active
14 member of the community. He was a Village Board
15 trustee. He was a Plan Commission member. He
16 was a Zoning Board member. He's been suffering
17 from Parkinson's disease for the last 16 years
18 and requires special medical care at huge
19 personal expense. The financial impact of any
20 longer-term moratorium on demolition would
21 impact the quality and availability of my dad's
22 care and essentially accelerates his death.

08:09PM

08:09PM

1 Causing financial ruin and personal
2 pain to a minority of homeowners so that others
3 can enjoy the charming history and the character
4 of Hinsdale is not representative of the values
5 of the community that I grew up and that my
6 parents contributed to for the last 35 plus
7 years.

8 A demolition moratorium also is
9 going to harm to the value of real estate across
10 Hinsdale. I don't think there is a clear
11 benefit. If there is data that supports that, I
12 would love to hear it during the meeting. I
13 think there is a significant possibility that
14 buyers will fear command-and-control
15 policymaking like the proposed moratorium with
16 very limited notice.

08:10PM

17 It endorses the belief that
18 Hinsdale's trapped in the past on other issues
19 in addition to real estate policies especially
20 considering the current zeitgeist. There is
21 potential dilapidation of old homes in the
22 community serving as eyesores. Homes don't last

08:10PM

1 forever even if certain people listening if you
2 don't live in them would like them to. It could
3 easily contribute to lower home values for
4 everyone in the community.

5 I am confident there are other
6 techniques that the Commission and the Village
7 can pursue, and there is likely a win-win
8 solution here that doesn't involve ruining the
9 welfare of community members especially senior
10 citizens like my parents.

08:10PM

11 I think the timing of this proposal
12 is highly questionable. Why seek to do
13 financial damage to potential home sellers now
14 while the markets are in turmoil and nonreal
15 estate investment values are highly volatile and
16 often it's been decimated.

17 We are on the cusp of the largest
18 recession this country has seen in years. I'm
19 certain that the Commission is not intending to
20 be malicious with this proposal, but it
21 certainly feels that way as you listen to the
22 responses. Causing financial pain and physical

08:11PM

1 suffering to certain members of the community in
2 order to make that drive through the town softer
3 on the eyes for others seems arbitrary and
4 capricious for both myself and my parents. So
5 thank you for your time.

6 CHAIRMAN CASHMAN: Thank you, Becky.
7 Could you repeat the name, the address? Was it
8 22 West?

9 MS. LANGBEIN: Yes. 22 West 5th
10 Street.

08:11PM

11 CHAIRMAN CASHMAN: Thank you very much.

12 MS. LANGBEIN: Thank you.

13 CHAIRMAN CASHMAN: Okay. Robb?

14 MS. PIEMONTE: Excuse me. I'm sorry.

15 This is Alexa Piemonte. I was dropped out of
16 the phone call, I apologize.

17 CHAIRMAN CASHMAN: Okay. Alexa, we are
18 going to read one; and then we will come back to
19 you.

08:12PM

20 MS. PIEMONTE: Sure. Thank you so
21 much.

22 CHAIRMAN CASHMAN: Sure.

1 MR. MC GINNIS: This one is from
2 Melissa Ehret. I don't have an address here.

3 In my 26 years living in Hinsdale,
4 I have seen many houses fall to bulldozers.
5 Some were tired old frame houses. Some were
6 1950s ranches. Some were beautiful old
7 structures whose only sin was having been
8 constructed on a large, desirable lot. In many
9 cases, the replacement homes were beautiful and
10 architecturally compatible with neighboring
11 houses. In other situations, the houses were
12 lot-gobbling, vulgar monuments to greed, with no
13 contextual design reference to the neighborhood.

08:12PM

14 And now, it appears three stars in
15 our firmament of historic homes will be
16 demolished. Residences I never thought would be
17 vulnerable to replacement. This. Must. Stop.
18 Our Village has seen too much wanton destruction
19 of homes. Our history is at risk. Homes with
20 charm and character are crashing down for, among
21 other things, ubiquitous white farmhouses that,
22 while currently trendy, will be as much of

1 cliché as a split-level in ten years. Houses
2 designed by beloved architect Harold Zook are
3 fast disappearing. Replacement homes usually
4 have not a hint of the delight inspired by a
5 Zook home. The teardown process also needs to
6 be examined. For example, it has taken three
7 years for the home next door to me to be
8 completed. The older home was purchased in 2017
9 and sat vacant for a year while weeds grew and
10 the property languished. When it was finally
11 demolished, two years went by before it was
12 finished. The constant presence of construction
13 vehicles, noise, as well as six-foot tall weeds
14 and construction dust made the process a
15 nightmare for my family and me. The Village was
16 attentive to our complaints, but the
17 developer/resident should never have been
18 allowed so much time to complete construction.

08:13PM

19 I fully support a moratorium on
20 teardowns. Enough already. Too much of our
21 housing stock and our history is gone. Perhaps
22 there is still time to save the homes of

1 character from out-of-control developers. Thank
2 you for your attention.

3 The next is from Andrew Running,
4 Andrew and Laura Running of 22 South County
5 Line. We are writing to oppose the proposed
6 180-day moratorium on the issuance of demolition
7 permits for any homes designated in the 1999
8 Hinsdale Reconnaissance Survey (herein after
9 'the 1999 Survey') as being either historically
10 'significant' or 'contributing.' We have lived
11 in Hinsdale since 1993. Teardowns have been a
12 subject of discussion and at times controversy
13 as long as we have lived here. While we would
14 not oppose the enactment of additional voluntary
15 incentives to encourage property owners to
16 preserve houses that truly are historically
17 significant and worthy of preservation, there is
18 no need for a sweeping "demolition moratorium"
19 to accomplish that. To forestall the demolition
20 of three prominent homes, the advocates for this
21 demolition moratorium would ban all demolition
22 permits for the vast majority of homes in the

08:18PM

08:21PM

1 Village that are more than 70 years old. The
2 market for older homes in Hinsdale is already
3 depressed. This moratorium would further
4 depress the market values of the hundreds of
5 affected homes, while accomplishing no
6 commensurate public benefit.

7 The proposed
8 moratorium would apply to all homes designated
9 as either "significant" or "contributing" in the
10 1999 Survey. The overbroad nature of any
11 moratorium that includes all "contributing"
12 homes is apparent from the definitions used in
13 preparing the 1999 Survey. Unlike a
14 'significant' home, a 'contributing' home need
15 not have any "[a]rchitectural merit." A
16 "contributing" home "[d]oes not necessarily
17 possess individual distinction but is a historic
18 structure with the characteristic design and
19 details of its period." (Survey Report at 506)
20 Nor does a "contributing" home have to display
21 anything more than a "a fair degree of
22 integrity..." (Id.) It just has to have "a

08:21PM

08:25PM

1 29 homes were so classified. So in the Robbins
2 Park Historic District, the proposed moratorium
3 would apply to all but 337 of the 368 homes that
4 were at least 50 years old in 1999 (unless, of
5 course, the home has been torn down since 1999).

6 The 1999 Survey was clearly
7 overinclusive in its identification of
8 "contributing" homes. It is entitled to no
9 weight and should not be the basis for any
10 decisions by the Plan Commission or the Board of
11 Trustees. Our home, 22 South County Line Road,
12 is a good example of the arbitrary and
13 capricious classification in the 1999 Survey.
14 The survey classifies our home as
15 "contributing," presumably because the Survey
16 lists it as having been constructed in 1915.
17 (Our next-door neighbor, 12 South County Line
18 Road, which was constructed by the same builder
19 a few years earlier, is classified as
20 "non-contributing" because the survey
21 erroneously lists it as having been constructed
22 in the "1970s.") The Village arranged for the

08:32PM

08:33PM

1 common design with no particular distinction to
2 set it apart from others of its type." (Id.)

3 But the authors of
4 the 1999 Survey, a firm called Historic
5 Certification Consultants, obviously did not
6 adhere to even these minimal requirements for
7 classifying a home as "contributing" versus
8 "non-contributing." For example, in the
9 neighborhood where we live, the Robbins Park
10 Historic District, the 1999 Survey categorizes
11 only 118 of the 484 structures as
12 "non-contributing." And all but 2 of those
13 118 homes were disqualified from the status
14 review simply because they were built after
15 1950. In other words, of the 368 homes in the
16 Robbins Park Historic District that were more
17 than 50 years old, only two were classified as
18 "non-contributing." All of the rest were
19 classified as either "significant,"
20 "contributing" or "potentially contributing."
21 While the "potentially-contributing" homes would
22 not be included in the proposed moratorium, only

08:30PM

08:30PM

1 same consulting firm, Historic Certification
2 Consultants, to prepare another historical
3 survey of our home three years after the 1999
4 Survey. In her July 10, 2002, report, Jennifer
5 Kenny classified our home as non-contributing
6 ("NC"). Ms. Kenny's report listed no
7 "significant features" and no "reason for
8 significance." She classified our home as
9 non-contributing because of the "major
10 alterations and/or addition(s)" that have been
11 made to it.

12 In sum, under the proposed
13 moratorium, our home would be classified as
14 "contributing" and subject to the demolition
15 permit ban, even though the Historic
16 Certification Consultants indiscriminately
17 classified the vast majority of the homes built
18 before 1950 as being either "significant" or
19 "contributing" in its 1999 Survey, and even
20 though three years later the same firm concluded
21 our home was actually "non-contributing."
22 Any future modifications to the

08:35PM

08:35PM

1 Zoning Ordinance and Village Code should focus
2 on incentivizing owners to preserve historic
3 homes that are architecturally significant and
4 distinctive. The Village benefits from the
5 continual renewal of its housing base. If the
6 only attribute that distinguishes a home is its
7 age, the Village should not restrict the right
8 of owners to make the highest and best use of
9 their property.

08:36PM 10 For the foregoing reasons, the Plan
11 Commission and the Board of Trustees should not
12 adopt the proposed moratorium. Respectfully
13 submitted, Andrew and Laura Running.

14 CHAIRMAN CASHMAN: Okay. Thank you.
15 Now we would like to go back to Alexa Piemonte.
16 Alexa?

17 MR. PIEMONTE: My wife and I are here.

18 CHAIRMAN CASHMAN: Welcome. Were you
19 guys sworn in when we started this?

20 MR. PIEMONTE: Yes.

21 MS. PIEMONTE: Yes.

22 CHAIRMAN CASHMAN: Okay. Thank you.

1 Proceed.

2 MS. PIEMONTE: Thank you.

3 CHAIRMAN CASHMAN: We would like to
4 hear your comment now. Would you like to
5 proceed?

6 MS. PIEMONTE: Thank you. Sorry. I
7 heard I think somebody else talking.

8 CHAIRMAN CASHMAN: The people on the
9 call, if you are not currently speaking, please
08:20PM 10 mute your phones. Thank you.

11 MS. PIEMONTE: We are the homeowners of
12 the property located at 419 South Oak. We never
13 had any intentions to rehab. We purchased the
14 property for land and location. The existing
15 home did not have an architect of record, and
16 there was no indication it was historically
17 marked. The home had been vacant for quite some
18 time and was quite deteriorated. At the time of
19 purchase there was obvious mildew in the
08:20PM 20 basement. Our infant had RSV this last December
21 and living in an older home with evident mildew
22 and inhospitable mold would never be an option

1 for us. We would never directly expose our
2 pulmonary-compromised daughter to an environment
3 that would have direct impact on her health.

4 Prior to us purchasing the property
5 for \$1.86 million on October 11, 2019, the home
6 was vacant and on the market for almost 3 years.
7 The original listing on January 3, 2017, was for
8 4.3 million. The home sold for 2.5 million less
9 than the original asking price. The selling
08:21PM 10 price reflects obvious value in land and the
11 seller understood that there was not much value
12 in the structure of the home. The home was
13 functionally obsolete.

14 Like many young families, we are
15 excited to begin our new chapter with our
16 growing family. We closed on our property on
17 October 11, 2019, and worked diligently with our
18 architect to design our dream home. We
19 submitted our plans in early December. Shortly
08:21PM 20 after submitting our plans we heard about the
21 moratorium. We were not at all concerned about
22 our property being part of the potential

1 moratorium. Our plans were already submitted
2 and our home was not historically marked. We
3 were told our plans would need to be reviewed by
4 the Historical Preservation Committee which
5 consisted of an advisory board. Again, we were
6 not concerned.

7 How can a board dictate what
8 homeowners can do with their property? When a
9 home warrants rehab, there have been buyers who
08:22PM 10 have consciously made that choice and have done
11 amazing jobs. It should be the homeowners'
12 decision to have their home historically marked.
13 In our opinion, if the home is historically
14 marked, it then becomes part of the historical
15 preservation.

16 Preserving the character of the
17 neighborhood is a very subjective standard. It
18 is not the decision of the preservation board or
19 John Bohnen to make decisions or push his
08:22PM 20 beliefs on others. Time is money as they say.
21 Depriving someone of their property rights even
22 for a short time costs them money. Are you

1 willing to pay homeowners for their lost efforts
 2 and costs?
 3 We chose to move to Hinsdale for
 4 many reasons. Schools, family, environment,
 5 safety, and of course the progression of the
 6 Village. This process has caused a lot of undue
 7 stress to our family in a time when the world
 8 already is full of outside stressors. We have
 9 been extremely patient and want to move forward
 10 with our plans. I would hope this is not the
 11 way Hinsdale wants to welcome young new
 12 families. The proposed moratorium would be
 13 putting Hinsdale's growth in jeopardy. Thank
 14 you. Thank you.

08:23PM

15 CHAIRMAN CASHMAN: Thank you. Can I
 16 clarify one thing. I think you stated it was
 17 originally listed in what year for the
 18 4.3 million?

19 MS. PIEMONTE: It was listed on
 20 January 3rd of 2017 for 4.3 million.

08:23PM

21 CHAIRMAN CASHMAN: And when did you
 22 purchase it?

1 MS. PIEMONTE: We purchased it on
 2 October 11, 2019, for 1.86 million.

3 CHAIRMAN CASHMAN: October 2019, okay.
 4 Thank you very much. Okay, Robb.

5 MS. PIEMONTE: Thank you.

6 MR. MC GINNIS: Okay. Our next one is
 7 from Phil Allen. I do not have an address here.

8 I recently learned that the Village
 9 is contemplating a moratorium on demolition
 10 permits for homes in Hinsdale. As a long-time
 11 homeowner whose home is listed as "contributing"
 12 in a survey done in 1999, I am shocked that the
 13 Village is contemplating an action that will
 14 immediately lower the value of my property.
 15 When I moved to this town and bought my
 16 property, I bought a modest home on a nice plot
 17 of land hoping that the land value would support
 18 my home value. Your action would immediately
 19 reduce the options a buyer would have in
 20 purchasing my home. I pay significant taxes

08:50PM

08:51PM

21 because of the size of my lot. Are you going to
 22 reassess the homes put under the moratorium to

1 reflect the lower market value so that my taxes
 2 are reduced? What other compensation are you
 3 offering me to reduce the value of my property?
 4 Is it fair that only homes built before a
 5 certain year are subject to this arbitrary
 6 classification? If you were going to impose a
 7 moratorium, at least do it on all Hinsdale
 8 residents so that we all suffer equally.

9 I am constantly amazed that a small
 10 group of people attempt to impose their values
 11 and aesthetics on an entire town. You already
 12 have control over approval of new homes. If
 13 someone buys my lot, takes down my modest home,
 14 and builds a much larger home that you approve,
 15 the entire neighborhood benefits. The house
 16 will be nicer, it will command a higher market
 17 value and pay higher taxes and increase the
 18 value of all the other homes in the area. This
 19 is called progress. If you think homes should
 20 be preserved, either state that when people
 21 purchase them, or have the town buy them and pay
 22 for the upkeep. Does the town want to pay for

08:51PM

08:52PM

1 my new roof or boiler while I wait for the
 2 moratorium to be lifted? Please respect my
 3 property rights and do not impose a moratorium.

4 CHAIRMAN CASHMAN: Thank you,
 5 Mr. Allen.

6 MR. MC GINNIS: Next this one is from
 7 Vera Shively, Vera and Tom Shively on Washington
 8 Street.

9 I am sending this comment in
 10 support of the demolition moratorium as proposed
 11 by the Village Board of Trustees.

12 My husband and I have been
 13 residents of Hinsdale since 1987. The historic
 14 charm of the Village influenced the decision to
 15 make Hinsdale our home. We have seen many
 16 beautiful vintage homes torn down over the
 17 years. A demolition moratorium is overdue. It
 18 is time to take a breath and consider ways to
 19 save some of these homes and, by extension, the
 20 character of the Village. Many years ago a
 21 Hinsdale resident wrote a letter to the editor
 22 of The Doings bemoaning the number of teardowns

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08:26PM

1 that included this catchy line, "Oak Brook is
2 nice, but we don't need it twice."

3 CHAIRMAN CASHMAN: Thank you. The last
4 one was Shively, correct?

5 MR. MC GINNIS: Correct.

6 CHAIRMAN CASHMAN: Looking at our
7 call-in list, the next people to speak would be
8 Nancy Harvey. Nancy Harvey. Hello, Nancy
9 Harvey, are you available to speak? Nancy

08:27PM 10 Harvey, are you available to speak? Nancy
11 Harvey, H-a-r-v-e-y.

12 Okay. Hearing nothing from Nancy,
13 we will move to Dale Kleber. Dale Kleber?
14 Dale, are you on the line? Dale Kleber.

15 Looking for Dale Kleber. Are you interested in
16 speaking?

17 MR. KLEBER: Yes, Steve, I am. I'm
18 sorry. I was talking to you, and I had the
19 phone on mute.

08:28PM 20 CHAIRMAN CASHMAN: Dale, what's your
21 address?

22 MR. KLEBER: I am at 120 East Walnut

1 Street. I've been a resident in Hinsdale for
2 29 years. My wife Margie is sitting with me.

3 CHAIRMAN CASHMAN: Okay.

4 MR. KLEBER: I wanted to cover all --
5 This is a little bit like déjà vu all over again
6 for us. We have been very active in the
7 community. My wife is actually currently the
8 president of District 181. But in 1995 and
9 1997, I led a grassroots group of about

08:28PM 10 750 people, which was known as CHART; and that
11 stood for Citizens of Hinsdale Advocating
12 Responsibility in Teardowns. We received
13 national media attention and were responsible
14 for driving a large number of positive changes
15 in the Hinsdale Zoning Code and Building Code
16 ordinances. We reduced the size of homes going
17 in, you know, overbuilding on small lots. We
18 closed some loopholes in the FAR. We changed
19 side yard, front yard, rear yard setbacks,

08:29PM 20 height and elevation away from a one-size-fits
21 all to have it proportional to lot size. We
22 reduced the perception of bulk. We actually

1 very significantly created some incentives to
2 encourage certain design features such as open
3 porches, rear garages, etcetera. We changed the
4 teardown flight construction rules and then put
5 a lot of protections in for neighbors. We
6 advocated hiring a Village Planner, which
7 ultimately was done. And in general, we were in
8 favor of preservation efforts for the Village.

9 So I don't know if there are any
08:29PM 10 old CHART members that are on this online
11 meeting, but my comments will probably come as a
12 bit of a surprise and a little bit of a
13 disappointment. I want to start by saying that
14 the proposed moratorium is a spectacularly bad
15 idea. Obviously, time constraints will not
16 permit a lot of detail. But let me just
17 highlight what I think are the six primary
18 reasons why this is a terrible public policy
19 proposal.

08:30PM 20 First of all, the moratorium, as
21 other people spoke to, is a very draconian
22 restriction of individual property rights; and

1 it can lead down a very slippery slope.
2 Moratoriums turn into design review committees,
3 turn into Certificates of Appropriateness, and
4 many other restrictions on property that I don't
5 think is in keeping with the majority of the
6 views in Hinsdale. Again, that's my personal
7 opinion.

8 I can tell you from experience in
9 1995 and 1997 a moratorium is an extremely
08:31PM 10 divisive policy. It absolutely polarized the
11 residents. Friends stopped talking to each
12 other. We had threats made. I was sort of on
13 the side -- I didn't really support a
14 moratorium, but our organization was certainly
15 kind of identified as pushing for that. We had
16 threats on our answering machines. I had my
17 employer Howard Dean was contacted by a builder
18 in the Village who suggested that he fire me
19 because I was spending too much time on CHART.

08:31PM 20 So the third reason is the
21 moratorium is absolutely poorly conceived. It's
22 a very vague proposal. It's founded on a

1 20-year-old obsolete property survey, which
2 other people have said the classification of
3 structures as significant or contributing
4 appears very arbitrary and capricious. I will
5 have a little more on that.

6 The proposed moratorium, frankly,
7 appears to be a very reactive policy. I don't
8 want to use the word knee jerk, but I think it's
9 been triggered by these three homes. They are
10 beautiful homes from the street, but that's just
11 one aspect of the whole decision as to whether a
12 home should be torn down or can be preserved. I
13 think this is a reactive this policy. It's been
14 pushed through. It's been pushed through very
15 quickly. I don't think there has been any
16 attempt to identify whether there is a consensus
17 of the Village or broad support from this. I
18 think that, frankly, should come first.

19 Somebody else touched on this, that
20 a proposed moratorium in a lot of these
21 preservation ordinances, if they are in the
22 nature of a stick rather than a carrot, it

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1 such a restriction on property rights that it
2 absolutely should not be done on Zoom. There
3 ought to be full and robust public discussion in
4 a live forum. I'm a lawyer as well. I think
5 there have been procedural problems. I asked to
6 be able to cross-examine witnesses. There are
7 no witnesses. And you know, this is a real
8 problem, this format.

9 Let me go to the heart of the
10 problem. I can talk on lots of issues, but the
11 heart of the problem is this whole policy is
12 founded on the survey that was done. It's
13 21-year-old data as we know. The Hinsdale
14 Certification Consultant, the firm that did it,
15 they don't exist anymore.

16 CHAIRMAN CASHMAN: You have to wrap it
17 up.

18 MR. KLEBER: Okay.

19 CHAIRMAN CASHMAN: Sorry.

20 MR. KLEBER: The online document I
21 reviewed -- There were no individual signed
22 report, no credentials. There were no CVs

08:34PM

08:34PM

1 really asks the owners of historic properties to
2 bear all the financial burdens of Village-wide
3 preservation efforts.

4 If the Village is really serious
5 about preserving older homes, historic homes,
6 just preserving the charm of the Village, then
7 the whole Village should bear that; and that
8 might come down to actually line items in the
9 budget that may well increase taxes if the
10 people are willing to pay for that.

11 But I think I have been a party to
12 conversations where it seems that people are
13 very, certain people are very favorable for
14 preservation as long as it doesn't cost them
15 anything, as long as it's on somebody else's
16 back.

17 CHAIRMAN CASHMAN: That's about 4
18 minutes.

19 MR. KLEBER: What's that, 4 minutes?

20 CHAIRMAN CASHMAN: It's been 4 minutes,
21 just a heads-up.

22 MR. KLEBER: Got it. Lastly, this is

08:33PM

08:33PM

1 provided. And so there is a highly arbitrary --
2 25 percent of the Village was affected. Highly,
3 highly arbitrary classification system.

4 And I can tell you, I went through
5 just on my own unscientific survey on my block.
6 I walked it with the survey in my hand. It was
7 replete with errors. There were three houses
8 that had since been torn down. There was one
9 house, there was an address that doesn't even
10 exist. And one house was misclassified as being
11 a 1935 house when it was actually built in 1998.

12 CHAIRMAN CASHMAN: Thank you. We
13 appreciate your comments, and I think we get the
14 gist. I appreciate you calling and providing
15 your input. Thanks, Dale.

16 MR. KLEBER: Thank you, Steve.

17 CHAIRMAN CASHMAN: Okay. Robb?

18 MR. MC GINNIS: Next we have one from a
19 former Plan Commission Jim Brody. Jim is on
20 North Street. I don't remember his address and
21 it's not here.

22 As a former member of the Hinsdale

08:35PM

08:36PM

1 Plan Commission, I would like to share my
 2 thoughts regarding the possible moratorium on
 3 teardowns in the Village. As an architect and
 4 consulting engineer, I personally know the
 5 significance of older residential and commercial
 6 structures. In my career, I have completed due
 7 diligence reports on many older commercial
 8 facilities, as well as residential, designed and
 9 built additions to older homes, and have
 10 first-hand knowledge of what it takes
 11 financially and physically to bring older
 12 properties into the modern age and also be code
 13 compliant.

08:55PM

14 In my humble opinion, I believe
 15 most individuals don't have the understanding of
 16 what it takes to rehab an older residence. The
 17 costs of construction usually exceeds what was
 18 initially stated, a result of unknown conditions
 19 which led to additional expenses and the
 20 inevitable change orders by the contractors. I
 21 have witnessed many new technological advances
 22 in my 40 years in the "building business."

08:56PM

1 Also, another issue is finding qualified
 2 tradesmen with knowledge of older homes can be
 3 difficult and time-consuming. Charm, afterall,
 4 is really having a deep checkbook.

5 We tried to sell our house and were
 6 informed by potential buyers it wasn't up to the
 7 expectations for Hinsdale. We were then told it
 8 was a teardown. Finally today, after 33 years
 9 in our 100-year-old house, which I remodeled
 10 years ago and now is outdated, and with the land
 11 more valuable than the house, I strongly oppose
 12 anyone telling me I cannot sell my house to a
 13 builder who is reacting to market forces. Why
 14 should I be subject to any delay in selling when
 15 my neighbor who doesn't have a 100-year-old
 16 house can sell in a timely fashion? I want to
 17 move on with my life and I don't need government
 18 setting a moratorium as to when and if our house
 19 can be knocked down. This puts us at a huge
 20 disadvantage trying to attract a potential
 21 buyer.

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Hinsdale remains a wonderful place

1 to live, but I cannot live my life based on a
 2 third party deciding if my home can be
 3 demolished or not. The United States was not
 4 founded by central planners. Respectfully, Jim
 5 Brody.

6 CHAIRMAN CASHMAN: Thank you,
 7 Mr. Brody.

8 MR. MC GINNIS: Our next is from Susan,
 9 a resident of a historical Zook home in
 10 Hinsdale. I do not have an address here.

08:37PM

11 I would love to see our Village
 12 preserve its charming history with protecting as
 13 many historical homes as possible. It saddens
 14 me to see old homes being destroyed regularly.
 15 I also think it is not environmentally
 16 responsible to tear down and build new. I
 17 support any attempts to stop demolition and
 18 instead encourage restoration of old homes.

19 It is becoming embarrassing for
 20 Hinsdale with the "teardown culture" and I have
 21 encouraged friends who are interested in living
 22 in historical areas with beautiful architecture

1 to instead explore communities like Riverside,
 2 LaGrange, Western Springs, and Glen Ellyn.
 3 Thank you, Susan.

4 CHAIRMAN CASHMAN: Thank you, Susan.
 5 Our next caller would be Sarah
 6 Zielke, Z-i-e-l-k-e. Sarah Zielke.

7 MS. ZIELKE: Yes. My husband Michael
 8 and I are here. We live in the Robbins District
 9 and we are just interested in hearing both sides
 10 of the argument.

08:38PM

11 CHAIRMAN CASHMAN: Sarah, could you
 12 state your address; and then repeat what you
 13 said.

14 MS. ZIELKE: Yes. We are at 110, 110
 15 East 7th Street. My husband Michael and I live
 16 in the Robbins District, and we just dialed in
 17 to hear both sides of the argument.

18 CHAIRMAN CASHMAN: Okay. Thank you,
 19 Sarah and Michael.

20 MS. ZIELKE: Thank you.

08:39PM

21 CHAIRMAN CASHMAN: Okay. Robb?

22 MR. MC GINNIS: This is from Susan

1 Claffy, 704 West Chicago.
 2 By signing below I am indicating my
 3 opposition to the moratorium on teardowns in the
 4 Robbins Historic District as well as elsewhere
 5 from the Village of Hinsdale. This moratorium
 6 was discussed by Tom Cauley at the Village
 7 Trustees meeting Wednesday, February 26, 2020,
 8 and also referred to by John Bohnen at the
 9 Hinsdale Preservation Committee meeting on
 10 Wednesday, March 4, 2020.

09:03PM

11 I am vehemently opposed to the lack
 12 of notice given to the residents of the Robbins
 13 Historic District as well as the remainder of
 14 the Village. I believe that the residents of
 15 the Robbins Historic District are woefully
 16 uninformed about the ramifications of the
 17 Historic District, both positive and potentially
 18 negative. Information needs to be disseminated
 19 before any actions are taken so that the
 20 townspeople can express their support or lack of
 21 support prior to any action.

09:03PM

22 I believe this moratorium has a

1 potentially detrimental impact to property
 2 values as well as negative economic impact to
 3 the Village as the Village will no longer be as
 4 appealing to incoming residents.

5 I am in support of the Hinsdale
 6 Preservation Committee in its mission to
 7 preserve the character of the town. I welcome
 8 the process whereby the committee can give
 9 constructive thoughts and ideas to petitioners
 10 looking for a Certificate of Appropriateness. I
 11 support the advisory nature of the committee.

09:04PM

12 I certify I am a resident of the
 13 Village of Hinsdale and have indicated my
 14 address or, if not, I am signing indicating the
 15 reason for my interest in this matter. I am
 16 also certifying that I am at least 18 years of
 17 age.

18 This was part of the survey I
 19 think.

09:40PM

20 CHAIRMAN CASHMAN: Does she have an
 21 address on there, Robb?

22 MR. MC GINNIS: 704 West Chicago

1 Avenue.

2 CHAIRMAN CASHMAN: Thank you. Okay.
 3 Let's see here, our next speaker would be Jen
 4 Reenan, 794 South Elm. Jen Reenan. I apologize
 5 again if I've been slaughtering people's names.
 6 Jen, can you hear me? Are you
 7 commenting? Jen Reenan, R-e-e-n-a-n. Jen
 8 Reenan, would you like to speak? One more time,
 9 Jen Reenan, R-e-e-n-a-n, 794 South Elm. Do you
 10 care to comment?

08:42PM

11 Hearing none, we will move on. The
 12 next would be Jeff Allen. Jeff Allen,
 13 A-l-l-e-n.

14 MR. ALLEN: I'm actually calling in to
 15 comment on the IBLP Ryan issue.

16 CHAIRMAN CASHMAN: Okay. If you want
 17 to hold, we will get to you. Let me make a note
 18 of that.

19 Also, your public comments is not
 20 available for that subject as well online.

08:42PM

21 CHAIRMAN CASHMAN: Pardon me, Jeff,
 22 what did you say there about the Ryan project?

1 MR. ALLEN: Your public comments link
 2 points to the moratorium .pdf. There is no
 3 IBLP.

4 CHAIRMAN CASHMAN: I'm not sure what
 5 you are referring to. On the Village website?

6 MR. ALLEN: That's correct.

7 MR. YU: It is actually there. If you
 8 go under the Plan Commission website, the date,
 9 the row that's 6-10-20, you will see agenda
 10 packet and then the more link. If you click
 11 more, you will see the Ryan Company additional
 12 documents as of 4:30 today.

08:43PM

13 MR. ALLEN: So mouse over that link,
 14 and what file name do you see?

15 MR. YU: The end of file is called
 16 Public Comments -- oh -- moratorium. Okay. I
 17 see. I see what you are saying.

18 CHAIRMAN CASHMAN: All right. Thanks,
 19 Jeff.

20 MR. YU: Thank you. We will get that
 21 sorted.

08:44PM

22 CHAIRMAN CASHMAN: And then we will

1 make sure to get you involved, Jeff, so when we
2 get to the Ryan portion of the meeting.

3 MR. ALLEN: What is your deadline on
4 the moratorium till you guys kick it over to
5 another date?

6 CHAIRMAN CASHMAN: We are going to go
7 on this agenda item for another half hour, till
8 about 9:15. Then we will take a quick break,
9 and then we will start with the Ryan Company's
10 application.

11 MR. ALLEN: Okay. Thank you.

12 CHAIRMAN CASHMAN: Skipping, we will
13 go, the next is Jim Prisby, 565 North Vine
14 Street. Jim, can you hear me?

15 MR. PRISBY: Yes. Hello, everybody.

16 CHAIRMAN CASHMAN: Hi, Jim.

17 MR. PRISBY: Just checking in tonight
18 just to get everybody's opinion, 565 North Vine
19 Street. Also, I am a HPC member. So I just
20 wanted that out there so everyone knew for
21 anyone that did not know.

22 Like I said, just checking in,

1 trying to listen in, trying to get everybody's
2 opinion. I'm finding that I'm a little dismayed
3 at some of the information that's been passed
4 around I'm hearing tonight, in some of the
5 letters and some of the callers, where there is
6 a need for I think better information to be
7 spread to the rest of the community about what's
8 going on here.

9 I will probably get into that a
10 little more in the future, as posed to the Board
11 of Trustees, take the information tonight and
12 kind of formulate something that will be a
13 little more accurate than what I'm hearing from
14 some people tonight and what I read from some of
15 the letters that came out in the package earlier
16 today. But for now, I'm just going to listen
17 and kind of contribute at a future date.

18 CHAIRMAN CASHMAN: Okay. All right.
19 Thanks, Jim.

20 MR. PRISBY: All right, guys. Take it
21 easy. All right.

22 CHAIRMAN CASHMAN: All right. Thanks,

1 Jim. Robb?

2 MR. MC GINNIS: Next is from Phil and
3 Renee Mumford at 406 East 3rd Street.

4 Dear Village of Hinsdale: No, it
5 is not too late for a moratorium. Teardown
6 fever began many decades ago.

7 Property owners and potential
8 buyers should not be forced into historic
9 preservation contingencies. All the belly-
10 aching about demolition of historic homes seems
11 to occur after historic properties have been
12 sold. Too late!

13 Our opinion is property rights
14 supersede historic preservation dreams that
15 should have become a reality in, oh, say 1990
16 when teardowns began in earnest.

17 It's too late, Hinsdale. It's time
18 to reconcile with the fact most buyers do not
19 want an old relic. They want the location and
20 the lot. Just about all of these old relics are
21 going for the price of dirt anyway. Look at how
22 long the Georgian on Oak and 4th languished for

1 sale. No one wanted it until the price dropped
2 substantially. That is the reality of the
3 situation. Sad, but true.

4 Seller and buyer should be free of
5 an historic preservation contingency. We are
6 not in favor of any kind of moratoriums on
7 teardowns.

8 Next is from Larry Emmons on north
9 Garfield Street. I do not have an address.

10 CHAIRMAN CASHMAN: North Garfield?

11 MR. MC GINNIS: North Garfield.

12 CHAIRMAN CASHMAN: Okay. Thank you.

13 MR. MC GINNIS: A couple of things.
14 Before someone buys a home in Hinsdale and signs
15 on the dotted line, he or should be asked what
16 they intend to do with the home, if this house
17 falls within the landmark status or falls within
18 the historic significant category, and advised
19 of the Village's stand. As of now, the horse is
20 pretty much out of the barn on existing sites.
21 I think the Village would lose a lawsuit if they
22 prohibit a teardown as it stands now. On

1 another venue, there are old, vacant houses in
2 Hinsdale that should be torn down immediately.
3 One is located at 217 North Garfield and another
4 at 700 Wilson Lane on the corner. Both homes
5 are wrecks. I think the Village should tear
6 them down and then charge the builder for the
7 demolition cost.

8 CHAIRMAN CASHMAN: Okay. Thank you,
9 Mr. Emmons.

08:48PM 10 And I see here that Jen Reenan is
11 available now. Jen, can you hear me?

12 MS. REENAN: Yes. Hello. Can you hear
13 me?

14 CHAIRMAN CASHMAN: Yes. Yes, I can.

15 MS. REENAN: Okay, great. I also
16 submitted a written statement so I won't speak
17 very long because I'm sure you are going to read
18 it later. But my name is Jennifer Reenan.

08:48PM 19 Currently living at the corner of 7th and Elm.
20 But I'm sure that you recall that we, my husband
21 and I, are owners of the Orland P. Basset house.
22 We had the roof fire a little over two years

1 ago.

2 Our house was built in 1898, 1989.
3 I have to say, like anyone that drove by our
4 house -- I'm pretty sure everyone in the Village
5 did -- after the fire probably saw this terrible
6 condition it was in at that time. So I have to,
7 I have to not laugh but wonder when I hear
8 people talk about older homes being kind of past
9 the point of repair. I doubt any houses were in
08:49PM 10 the state ours was in. And yet, here we are
11 getting ready to move back into it in five
12 weeks.

13 So these houses, and I have been in
14 some of them, that are slated for teardowns --
15 Because we were kind of house hunting in
16 Hinsdale at that time. You know, these houses
17 definitely can be restored and rehabilitated and
18 made fit without mold, without asbestos,
19 without -- kind of with all technologies, bells
08:49PM 20 and whistles, you need and want for young
21 families. We have wonderful builders and
22 architects to make that happen.

1 So what we can't bring back is the
2 architectural integrity of the exterior. And
3 that's what I think we really need to focus on.
4 Our neighborhood, the Robbins Park District, is
5 one of -- I think there are about 2300 historic
6 districts in the nation. So they are special,
7 right? It's a special neighborhood. But the
8 things that make it special is exactly the
9 architectural character of the neighborhood, and
08:50PM 10 that's what is being lost.

11 I don't know what percentage of the
12 homes have been lost in the last 20 years; but
13 from my understanding, it's been pretty high and
14 that trend is going to continue if we don't do
15 something about it. And that may be what the
16 Village decides, but I will say when we were
17 house hunting we -- My husband and I -- my
18 grandson, you know. I grew up, my grandfather
19 was a truck driver. So we were very blessed to
08:51PM 20 have a house like that when we were house
21 hunting.

22 And to our surprise, we fell in

1 love with a historic home. And one of the
2 reasons we bought this house was because it was
3 in a Historic District. So if I was
4 house-hunting 10 years from now and more and
5 more of these homes are lost, you may not
6 attract buyers that want to preserve historic
7 homes. We were under no obligation to save our
8 house, and we did because we felt a sense of
9 responsibility to the neighborhood, to the
08:51PM 10 house, and to the Village; and I wish more
11 people that bought these homes felt that as
12 well.

13 CHAIRMAN CASHMAN: Excellent. Thank
14 you, Jen.

15 MS. REENAN: Yep.

16 CHAIRMAN CASHMAN: Robb?

17 MR. MC GINNIS: Okay. Next is from
18 Asif Malik. Again, if I step on anyone's name,
19 I apologize upfront. 620 South Elm Street.

08:52PM 20 I strongly support the proposed
21 moratorium to protect Hinsdale's historic homes.
22 Next is from Doug Laux at 29 South

1 Elm Street. To Whom It May Concern, I will
 2 preface my comments by saying I first moved to
 3 Hinsdale in 1978 and have lived in 5 different
 4 homes in town, 4 of which we owned; and 1 we are
 5 currently renting as we strive to build our new
 6 home at 641 South Elm, which we acquired in the
 7 last year. The first two homes I lived in, one
 8 in the northeast quadrant and one in the
 9 northwest quadrant, have both been torn down by
 10 subsequent owners and replaced. The second of
 11 those two homes was torn down despite a
 12 significant renovation we invested in the
 13 property. While I enjoyed both of those homes,
 14 the economic value of the land did not make
 15 either of those homes viable to the new owner,
 16 and I fully support their decision to replace
 17 them with a new home to meet their needs and
 18 justify their investment. The third home we
 19 acquired was originally offered by the builder
 20 who owned the property as an either or; we could
 21 buy the existing home with its large lot, or he
 22 would subdivide the property, tear down the

09:12PM

09:13PM

1 reluctantly sold that home last year as our kids
 2 have grown and moved away. As an investment, we
 3 lost a considerable sum on that home, but as a
 4 family, we gained priceless memories; so the
 5 cost was worth it. My wife also restored a
 6 100-plus year old building for her office at
 7 110 South Grant, which was literally falling
 8 over when she bought it. All of this proves we
 9 are not teardown people as we are often
 10 portrayed. We are mindful and appreciative of
 11 the legacy and history of Hinsdale; and we have
 12 invested heavily, far more than most of our
 13 detractors, in retaining that history.
 14 There are homes worth restoring and
 15 there are those that are not; but that right
 16 should rest with the property owner, not the
 17 neighbors, or some well-meaning committee. The
 18 home on the southwest corner of Elm and 1st,
 19 which was recently torn down, was previously
 20 owned by one of the original voices of the
 21 no-teardown movement, who years ago had the home
 22 registered as locally significant. However,

09:15PM

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1 existing home, and replace it with two homes.
 2 We initially explored the renovation, but the
 3 costs were prohibitive. In fact, the previous
 4 owner had attempted a renovation and abandoned
 5 it after a significant investment when they
 6 realized the project was a money pit. We
 7 ultimately chose to have a new home built on the
 8 subdivided lot, to the consternation of many,
 9 who clearly did understand the magnitude and
 10 uncertainty of a renovation, and clearly had not
 11 stepped up themselves to take on the huge task
 12 despite the builder's desire and marketing
 13 efforts to find someone to renovate the old
 14 house before reluctantly realizing subdividing
 15 was the only viable alternative. Next we
 16 purchased the historic Hinsdale home at 321
 17 South County Line Road, which was built in 1893.
 18 We did two major renovations to that property,
 19 along with investing in countless improvements
 20 to the property over the years we owned it. In
 21 fact, we won an award for our efforts from the
 22 Village for our first renovation. We

09:13PM

09:14PM

1 when he found no buyers for the house, which had
 2 fallen into total disrepair, he petitioned
 3 successfully to have that designation removed so
 4 he could sell the property to a buyer intent on
 5 building a new home on the property. The buyer
 6 exercised his right as the new property owner to
 7 build the home he wanted on land he owned. The
 8 value of the land supports his decision, as do
 9 the facts that rats were seen pouring from the
 10 former house as it was demolished. Likewise,
 11 the house at 641 South Elm is in total
 12 disrepair. It was marketed as a teardown
 13 because it was obvious the house, while blessed
 14 with some street appeal, is not worth saving.
 15 It has 8-foot ceilings and cannot meet our needs
 16 regardless of the dollars spent. Nor does
 17 restoring it make any economic sense based on
 18 the cost of the land alone. Old does not always
 19 equal worth saving. We believe we have the
 20 right to make that decision ourselves on
 21 property we own, and we respect the right of
 22 others to do the same. As long as a building

09:16PM

09:17PM

1 complies with the Village's building codes,
 2 owners should be allowed to spend their own
 3 money how they believe best meets their family's
 4 needs.
 5 I do, however, respect and support
 6 the committee's desire to provide incentives to
 7 individuals trying to save older homes. As
 8 those proposals have already been voiced, I do
 9 not understand the need to shut down development
 10 in town for another six months, especially as
 11 the economy attempts to recover as we deal with
 12 the impact of Covid 19. We have seen an
 13 increase in families fleeing the city due to the
 14 pandemic; and I expect that trend to continue,
 15 if not accelerate, in light of the recent social
 16 turmoil in the city. Let us not chase those
 17 families away with a meaningless moratorium,
 18 which has already been de facto in place because
 19 of the hearings already cancelled. If the delay
 20 is to study the financial impact of the
 21 incentives on budgeting, rest assured, those who
 22 want to buy older homes in this price range will

09:17PM

09:18PM

1 appreciate the break; but those with the
 2 financial wherewithal, who are intent on
 3 building a new home, will rarely, if ever, be
 4 swayed by the dollar amounts of waiving fees and
 5 other tax breaks being proposed.
 6 Property rights are one of our most
 7 sacred rights as an American, and I do not
 8 believe those rights should be infringed. It
 9 has been portrayed that the new homes being
 10 built are not deserving of our town. I refute
 11 that statement. Drive around town, many of
 12 those new homes will be here for the next
 13 hundred years and are in many cases have far
 14 more street appeal than the older homes they
 15 replaced. Renewal is healthy and thankfully we
 16 have many people willing to invest in the future
 17 of our wonderful town; do not drive them away.
 18 CHAIRMAN CASHMAN: Thank you, Robb.
 19 Okay. I believe our next caller
 20 will be Allison Rago, R-a-g-o. Allison? Hello,
 21 Allison? Allison -- I don't know if it's Rago
 22 or Rago, R-a-g-o. Are you able to speak and

09:18PM

09:57PM

1 provide public comment? Allison, would you like
 2 to provide comment? Allison Rago, are you able
 3 to provide comment? Okay.
 4 Not hearing a response, let's go to
 5 the next, which are Charlie and Ruta Brigden,
 6 224 North Park Avenue. Charlie and Ruta
 7 Brigden, B-r-i-g-d-e-n. Charlie and Ruta, are
 8 you available to speak? 224 North Park. Are
 9 you interested in providing public comment?
 10 MR. DRISCOLL: Oh, hi. This is Susan
 11 Driscoll -- Did you skip me?
 12 CHAIRMAN CASHMAN: Sir, could you hold
 13 on just a second because I just want to get this
 14 other group. If not, I will go back to you
 15 because I see we went past you.
 16 So Charlie and Ruta Brigden, are
 17 you on the line; and would you like to provide
 18 public comment?
 19 Okay. So, sir, we will go back to
 20 Susan Driscoll, 844 South Garfield Street.
 21 MR. DRISCOLL: Thank you very much.
 22 CHAIRMAN CASHMAN: First, were you part

09:59PM

09:59PM

1 of the swearing in? Were you sworn in? Were
 2 you sworn in with the group at the beginning?
 3 MR. DRISCOLL: I'm happy to be sworn
 4 in. No, we were not.
 5 (Mr. Thomas Driscoll and Ms. Susan
 6 Driscoll were sworn.)
 7 CHAIRMAN CASHMAN: Your first name,
 8 sir?
 9 MR. DRISCOLL: Thomas Driscoll.
 10 CHAIRMAN CASHMAN: Thomas, okay. Thank
 11 you. Okay. Go ahead.
 12 MR. DRISCOLL: So, first of all, we
 13 appreciate the opportunity to speak at this
 14 forum. It's very important for the community,
 15 and we are glad that we have the opportunity to
 16 talk. We have lived in the Hinsdale Community
 17 for years. Before we were on Garfield Street,
 18 we were on Washington Street. Lived in two
 19 beautiful homes and very appreciative of the
 20 opportunity to live in this great community.
 21 I think what we want to do is make
 22 sure that as we look at this issue -- So what

09:00PM

09:01PM

1 we want to do is make sure that we're realistic
 2 as we look at this issue. And our community is
 3 beautiful in terms of the diversity and the
 4 housing that's here. The diversity includes
 5 wonderful older homes and newer homes that have
 6 been built. And you know, my wife Susan and I
 7 both believe that it's critical that property
 8 rights are respected. We let the market drive
 9 what happens. And so you know, if there is a
 10 great older home that is marketable and can be
 11 sold, that's outstanding; but we shouldn't put
 12 in restrictions around zoning or otherwise that
 13 would require people to take an older home and
 14 maintain it when it's simply not relevant for
 15 buyers who are looking for their next beautiful
 16 home.

09:02PM

17 And so the thing we wanted to say
 18 is that putting in restrictions around historic
 19 preservation, while it's laudable from the
 20 preservation perspective, it's problematic in
 21 terms of preserving the character and relevance
 22 that Hinsdale has. Those are our comments.

09:03PM

1 it affects your individual property rights!
 2 With all that Hinsdale has had to
 3 deal with in the future, including an anemic
 4 downtown with many empty storefronts, and the
 5 fact that a massive concrete jungle of a middle
 6 school was approved and built in the middle of
 7 our beautiful Village is unconscionable. How
 8 dare anyone dictate (particularly in a recession
 9 economy) who the property owner can sell to or
 10 deny a new structure. This is a complete
 11 overreach!

09:31PM

12 My home is located on the corner of
 13 7th and Garfield. I love my home, and my
 14 husband and I raised our 3 children here and
 15 have made many revisions and upgrades to our
 16 home. The fact remains, however, that our home
 17 is over 100 years old and the footprint of our
 18 house would not be desirable to a young modern
 19 family. The kitchen is small by all standards
 20 and there is no family room. Buyers and sellers
 21 should be able to make their own decisions
 22 without the interference of a group that would

09:31PM

1 CHAIRMAN CASHMAN: All right. Thank
 2 you, Mr. Driscoll. Okay. Robb?
 3 MR. MC GINNIS: Okay. Our next is from
 4 Colleen Napleton at 920 North York Road,
 5 Suite 300. Just wanted to send a note to let
 6 you know that as someone who grew up here,
 7 currently lives and works in Hinsdale, that I
 8 support the moratorium to protect the historic
 9 homes in Hinsdale. Thank you for your time.

09:04PM

10 And our next is from Patricia
 11 Ember. I do not have an address here. As a
 12 resident of Hinsdale for 34 years, I am very
 13 disappointed to see us going down this road
 14 again! I have lived here long enough to have
 15 been witness to this subject being litigated
 16 with the residents of Hinsdale about 20 years
 17 ago. Ironically, one of the most vocal members
 18 of the past group to protect old homes 20 years
 19 ago ended up tearing down his own house and
 20 rebuilding a new home in the Woodlands. That
 21 old home was located on 3rd and Park. How
 22 hypocritical! It sounds like a good idea until

09:30PM

1 like to live in the past.
 2 Many of the new homes that have
 3 been built over the last 20 years, in my
 4 opinion, are a huge improvement over the
 5 preexisting structure. Property rights and
 6 decisions are best left up to the property owner
 7 and out of the hands of local government.

09:06PM

8 CHAIRMAN CASHMAN: Okay. Thank you,
 9 Ms. Ember.
 10 Next caller would be Mike Ryan,
 11 R-y-a-n. Mike Ryan. Mr. Ryan, are you on the
 12 phone and interested in providing comment? Mike
 13 Ryan. Mike? We are looking for Mike Ryan,
 14 R-y-a-n. Mike Ryan, would you like to provide
 15 public comment.

09:07PM

16 Okay. Not hearing anything from
 17 Mr. Ryan, we will be move on to the next caller,
 18 who would be Sharon Starkston,
 19 S-t-a-r-k-s-t-o-n. Sharon Starkston?

20 MS. STARKSTON: Yes. I submitted my
 21 comments via email so I will let those --

22 CHAIRMAN CASHMAN: It was hard to hear

1 you, Sharon. You are okay with just your email
2 submittal?

3 MS. STARKSTON: Yes. I submitted by
4 email so I will let that stand for my comments
5 tonight.

6 CHAIRMAN CASHMAN: All right. Thank
7 you very much.

8 MS. STARKSTON: Thank you.

9 MR. PIEMONTE: Hi, there. This is
09:07PM 10 419 South Oak, Marco Piemonte. I was hoping
11 that I could add a couple of things to what my
12 wife said. Is that possible?

13 CHAIRMAN CASHMAN: Seeing as how we are
14 running out of time, Marco, this is going to go
15 probably -- We are at 9:08. This is going to
16 have to be continued. If you'd like, you could
17 provide comment at the next meeting on June 24.

18 MR. PIEMONTE: I will be there.

19 CHAIRMAN CASHMAN: Okay. Thank you.
09:08PM 20 Let's move to Rebecca Haass.
21 Rebecca Haass, H-a-a-s-s. Rebecca Haass.
22 MS. HAASS: Hi. Yes, I'm here.

1 CHAIRMAN CASHMAN: Hi, Rebecca. Were
2 you sworn in with the group at the beginning?

3 MS. HAASS: I was.

4 CHAIRMAN CASHMAN: Okay, you were.
5 Thank you very much. What is your address,
6 Rebecca?

7 MS. HAASS: I'm at 441 East 8th Street
8 and we're one of the historically significant
9 houses. We bought in Hinsdale last year. We
09:09PM 10 had looked at a variety of places in the western
11 suburbs including Oak Brook and Burr Ridge. But
12 they were all just so -- They lacked the charm,
13 they lacked everything. We were really just
14 drawn to Hinsdale because of the charm, the
15 older homes.

16 And when we found our house at
17 441 East 8th Street, it had been on the market
18 for a while; but it needed some updating. But
19 who in all honesty doesn't move into a house and
09:09PM 20 put their own touch on it. So after some paint
21 and a few other minor modifications, we brought
22 it up to 2020 even though it was originally

1 built in the 1930s. It looks very similar to a
2 Zook house. It's made by one of his
3 contemporaries.

4 And when we were buying the house,
5 the developer or the seller told us that it was
6 between like us and a developer. There was
7 nothing wrong with our house besides the fact
8 that the last remodel had been in 2000 or 2001.

9 We bought here because of that
09:10PM 10 charm in that depressed setting. And with it,
11 we really wanted to preserve that here and
12 that's why we wanted to work with a historic
13 significant house. We put the money to raise
14 our four children here.

15 One of our friends is a Realtor in
16 Austin, Texas. She came to visit us last
17 November. We were just driving around the
18 community. She was looking at everything. It
19 was interesting, every new home we passed, all
09:10PM 20 the new construction that's the modern white
21 farmhouse, which one or two of them is great.
22 But when they were taking over the town, she is

1 like, oh, like this is exactly what's going up
2 in every track housing development in Austin,
3 Texas, there. It's a suburb there.

4 I'm really fearful that Hinsdale in
5 8 years or 10 years or even in 5 years, when you
6 look back, and realize that they have turned
7 into a suburb of Austin or a suburb of Dallas or
8 a suburb of any major city with all these white,
9 modern farmhouses. Even though they are very
09:11PM 10 nice. They are all, you know, what people want.
11 It's really distinctive homes that makes
12 Hinsdale special. So that is really something
13 that I would like to see preserved.

14 So I would love to have a
15 moratorium put on the homes before a solution
16 can come up with what we can do as a community
17 to incentivize people to preserve these homes.

18 And I did have a comment. Julie
19 Sutton, the Realtor, did the statistics about
09:11PM 20 data; but she didn't provide actually how many
21 older homes were on the market; so it could be a
22 case of lying with statistics, so just something

1 to consider.
 2 And then also, our house sat on the
 3 market for many years because it was greatly
 4 overpriced. It needs some updating on the
 5 inside. And, you know, that's why no one bought
 6 it because they didn't paint after they did the
 7 initial renovation 20 years ago. But the stuff
 8 that we did to our house is stuff that we would
 9 have done to our house were it bought 5 years
 10 ago. You always want to put your own personal
 11 touch on it, that doesn't mean you should knock
 12 the house down and start over. This is my
 13 comments.

09:12PM

14 I also wrote a letter so you will
 15 hear a little bit more in depth about that in
 16 the letter that I'm sure will get read.

17 CHAIRMAN CASHMAN: Okay. Thank you
 18 very much, Rebecca.

19 Okay. Robb, maybe we can get --

09:12PM

20 It's 9:12. Maybe we've got a couple more
 21 comments. And then if we are not going to get
 22 through everything tonight, so we would

1 basically look to continue this.

2 MR. MC GINNIS: Sure. This is from
 3 Kimberly Arquilla. I do not have an address.

4 They are falling way too fast!
 5 However, I'm hoping for more leniency when the
 6 historic homes need updating that the Commission
 7 will allow remodeling without changing the
 8 character of the home.

9 CHAIRMAN CASHMAN: Okay.

09:13PM

10 MR. MC GINNIS: Next we have got one
 11 from Scott and Robin Strausser at 806 Wilson
 12 Lane.

13 We, Scott and Robyn Strausser, are
 14 writing this letter in opposition to imposing a
 15 moratorium on the issuance of a demolition
 16 permit involving any single-family home that has
 17 received local landmark status but was not
 18 considered "significant" or "contributing" in
 19 the 1999 Hinsdale Reconnaissance Survey.

09:35PM

20 Relevant background of our situation and
 21 rationale for our opposition is outlined below.

22 We bought our house on 806 Wilson

1 Lane in the summer of 2001. The house was built
 2 in 1926 in the Tudor Revival style. Upon
 3 purchase of the house, we invested significant
 4 time and money on improvements including new
 5 electrical/plumbing/HVAC, a new level for a
 6 master suite, expanded footprint for a new
 7 dining room, and expanded footprint on the lower
 8 level to accommodate a living area and bathroom.
 9 While we both enjoy and appreciate the charm of
 10 an older home, we also made extensive changes to
 11 include many modern amenities. At the time we
 12 purchased the home, several other homes on our
 13 block were older and we liked the fact that our
 14 home, despite the improvements, seemed to fit
 15 the character of the neighborhood.

09:36PM

16 We were approached by members of
 17 the Hinsdale Preservation Commission, and we
 18 agreed to apply for a local landmark status. At
 19 the time we thought there was little downside to
 20 the process, and we were proud of the fact that
 21 we did not tear down the house but rather
 22 invested in improvements to update and upgrade

09:37PM

1 many aspects of the home. We also applied for
 2 landmark status with the State of Illinois but
 3 were denied due to the several upgrades and
 4 investments made in the home that in their view
 5 clearly violated criteria for receiving landmark
 6 status. While we were disappointed that we
 7 would not receive a real estate tax "freeze", we
 8 had no regrets. Once again, while we enjoyed
 9 not tearing down an old home our priority was
 10 modernizing the home to include amenities and
 11 infrastructure that we considered important.

09:38PM

12 Since we purchased our home,
 13 virtually every home on the block has either
 14 been torn down or significantly renovated and
 15 expanded. While the homes on our street reflect
 16 a variety of architectural styles, there is
 17 absolutely no historic character or consistency
 18 of style.

09:38PM

19 Our children have grown and we are
 20 considering selling our home over the next few
 21 years. While we made the decision not to tear
 22 down our home, a decision of which we have no

1 regrets, why should potential new buyers be
2 denied the opportunity if it is in their
3 interest? Our house, if anything, detracts from
4 the more contemporary style of the other homes
5 in our neighborhood. In addition, the Illinois
6 Historic Preservation Agency concluded that the
7 changes we made to the home upon purchase
8 significantly altered the characteristics of the
9 Tudor Revival style and our home was not
10 considered "significant" or "contributing" in
11 the 1999 local survey.

09:39PM

12 In conclusion, we are strongly
13 opposed to the idea of a moratorium that could
14 potentially preclude a family from purchasing a
15 locally landmarked home that is not considered
16 to be "significant" by the State of Illinois or
17 the local Reconnaissance Survey. Respectfully.
18 Scott and Robyn Strausser.

19 CHAIRMAN CASHMAN: Thank you very much.

09:16PM

20 All right. At this point since
21 it's basically 9:15, I would like to have a
22 motion to continue this public hearing to our

1 CHAIRMAN CASHMAN: Do I have a second?

2 MS. CRNOVICH: Second.

3 CHAIRMAN CASHMAN: Chan, will you call
4 a vote, please.

5 MR. YU: Sure. Commissioner Krillen-
6 Berger?

7 MR. KRILLENBERGER: Aye.

8 MR. YU: Commissioner Fisher?

9 MS. FISHER: Aye.

09:18PM

10 MR. YU: Thank you.

11 Commissioner Jablonski?

12 MR. JABLONSKI: Aye.

13 MR. YU: Chairman Cashman?

14 CHAIRMAN CASHMAN: Aye.

15 MR. YU: Commissioner Crnovich?

16 MS. CRNOVICH: Aye.

17 MR. YU: Commissioner Willobee?

18 MR. WILLOBEE: Aye.

19 MR. YU: Commissioner Unell?

09:18PM

20 MR. UNELL: Aye.

21 MR. YU: And Commissioner Fiascone?

22 MS. FIASCONE: Aye.

1 special meeting on June 24 so we can continue to
2 hear public comment. And then we are able to
3 wrap that up and have some discussion and
4 review.

5 Do I have a motion to continue?

6 MR. DRISCOLL: Pardon me, Steve. Why
7 does this need to be continued? Why is this
8 taking so long? This has been going on for
9 months.

09:16PM

10 CHAIRMAN CASHMAN: We have another item
11 on the agenda.

12 MR. DRISCOLL: The hearing has been
13 delayed time and time again. Why is this taking
14 so long? Why are we waiting till June 24 to
15 resolve this matter?

16 CHAIRMAN CASHMAN: We have other items
17 on the agenda and scheduling a special meeting
18 is the best we can do.

19 So do I have a motion to continue

09:17PM

20 Case A-14-2020 to our June 24 special Plan
21 Commission meeting?

22 MR. JABLONSKI: I move.

1 MR. YU: Thank you.

2 CHAIRMAN CASHMAN: I would like to call
3 for a short recess so people can use the
4 restroom, have a drink of water. And we will
5 move to agenda item case A-40-2020.

6 MR. KLEBER: This is Dale Kleber. I
7 have a point of order, Steve. It goes to a
8 question I asked earlier of the Village, and it
9 never was answered either then or tonight. And
10 that is when is there going to be an opportunity
11 to cross-examine?

09:19PM

12 The public notice here of the
13 hearing indicated there would be opportunity for
14 cross examination, which is appropriate when you
15 are looking at this kind of potential taking
16 under the 5th and 14th Amendment. So I don't
17 know, I don't want to put you on the spot.
18 Maybe your lawyer could respond to me. We
19 didn't get an ability to cross-examine tonight.

09:19PM

20 A lot of conclusions were made by people without
21 really talking about the numbers. Sure, any
22 house can be renovated; but at what cost. Those

1 kind of cross examination questions were not
2 allowed.

3 And even more importantly, the
4 actual survey, the reconnaissance survey that is
5 the absolute foundation of this entire proposal,
6 there are no experts in attendance that I can
7 tell who are in a position to defend the
8 conclusions in this and to be subject to cross
9 examination.

09:20PM 10 So I guess what I'm asking
11 respectfully is when will that, this question
12 about cross-examination, and the validity of the
13 survey, when will those types of questions be
14 addressed and the Village for cross-exam?

15 CHAIRMAN CASHMAN: Michael, do you want
16 to respond to that?

17 MR. MARRS: Mr. Kleber, so as you noted
18 when you were giving your testimony, there
19 hasn't really been any witnesses put forth one
09:20PM 20 way or the other on this. There has just been a
21 large amount of public comment. That's just
22 kind the nature of this particular item.

1 The Board gave direction to the
2 Plan Commission to get community input on
3 whether or not a moratorium on demolition should
4 be imposed. And if so, what are parameters on
5 that, how long and on what properties. Neither
6 of those things lends themselves particularly to
7 factual presentations. It's really more of a
8 community show of hands.

9 To the extent that cross-
09:21PM 10 examination would be appropriate in this
11 context, it really would take place when someone
12 has presented facts underlying their testimony.
13 If someone was to say, you know, the additional
14 protections of significant homes in the
15 community will increase property values by such
16 and such percent, that's a factual statement and
17 is appropriate for cross examination. But if
18 somebody is just saying, In my opinion, you
19 know, a strong landmarking program will increase
09:21PM 20 property values, that is not a factual

21 statement, that's just an opinion. Almost
22 exclusively that's what we heard tonight.

1 I understand your comments about
2 the survey. I guess what I would say about the
3 survey is the Board gave -- If you watched the
4 Board meeting, they gave some very broad
5 direction as to what the Plan Commission should
6 look at in terms of -- You know, they didn't
7 just limit it to the Historic Districts. They
8 said, well, let's just throw it to the Plan
9 Commission to get some input about whether this
09:22PM 10 should include significant, significant and
11 other homes around the Village outside of the
12 Historic Districts as well.

13 And when we were trying, working
14 with staff trying to address how best to do
15 that, the survey is really the thing that
16 provides at least some skeletal formation of
17 what is contributing, what is significant in the
18 Village, in addition to the landmark homes in
19 the Historic Districts.

09:22PM 20 So we are not relying on it. But
21 when we do a public notice, we have to create
22 these categories that give the Plan Commission

1 something to work with in terms of what are they
2 going to put the moratorium on. They don't have
3 to do it Village-wide. They don't have to
4 follow that survey. They could limit it to the
5 Historic Districts. They could limit it to just
6 landmarked homes if they wanted. But we had to
7 do a notice that was as broad as what the
8 Village Board was looking for, and the survey
9 provided that structure.

09:23PM 10 So you know, if you want to put in
11 testimony at the continued meeting about the
12 survey, you are quite welcome to. We have heard
13 a number of people saying in their opinion
14 certain things about it are not accurate; and
15 you are welcome to do that, too.

16 CHAIRMAN CASHMAN: Thanks, Michael.

17 MR. KLEBER: If I may, briefly. Thank
18 you, Michael. If I may briefly, a couple points
19 in rebuttal. The people that testified today
09:23PM 20 are, in fact, witnesses. I heard a mixture of
21 opinion and feelings and fact. A lot of those,
22 you know, any good opinion is based on fact. So

1 if somebody throws out an opinion and it's not
2 supported by facts, and that becomes evident on
3 cross examination, that's important. You can't
4 just dismiss this and say, oh, these are just
5 opinions and they don't really, aren't really
6 subject to any kind of scrutiny or cross
7 examination; so that's number one.

8 Number two, the public notice, this
9 is not just a broad brush, hey, let's
10 get-together and talk about the potential of a
11 moratorium. This is a very specific proposal.
12 It talked about 180-day moratorium. It talked
13 about the basis upon which the moratorium was
14 linked to the Reconnaissance Survey. So it was,
15 it had very much specifics in it.

16 Now, I agree, there is a lot of
17 vagueness in it. It's not a full-blown
18 ordinance draft, but this was a very specific
19 proposal. And the ability to really advise and
20 inform the Village Board of Trustees would
21 depend upon I think a fairly robust and open
22 discussion of some of these issues.

09:24PM

09:25PM

1 MR. KLEBER: The Village needs to
2 answer the question and set out the procedure
3 for cross examination according to the very
4 public notice that they issued. Thank you.

5 CHAIRMAN CASHMAN: Thank you. Thanks,
6 Dale. Okay.

7 MALE SPEAKER: Mr. Chairman, one
8 separate point of order. For the people that
9 were in queue to speak today that got missed,
10 will you be keeping that as the order of
11 preference for the next meeting?

12 CHAIRMAN CASHMAN: Yes. The next
13 person in the queue was Thomas Prame. Yes.

14 So let's take a brief break. And
15 then we will resume and go to the next case,
16 which is case A-40-2019. Do we need to call a
17 motion, Michael, for that?

18 MR. MARRS: Why don't you set a
19 specific number of minutes and then a motion and
20 second to stand in recess. It doesn't have to
21 be a roll call. It can just be a voice vote.

22 CHAIRMAN CASHMAN: Okay. We will give

09:26PM

09:27PM

1 So my question is somebody decided
2 to rely on a 20-year-old document as the entire
3 basis for this proposed ordinance, and I would
4 like to be able to question who that was and
5 what was the basis for that, and also get into
6 more specifics of the survey. I mean the
7 survey, frankly, should be in evidence. And we
8 ought to be able --

9 This is another reason why Zoom
10 meetings are not particularly the right process
11 for this. We ought to be able to look at the
12 survey. I didn't have time in five minutes, but
13 there are some statements in there that
14 basically absolutely say that the objective of
15 the survey was not to support this kind of
16 moratorium. I mean it says that explicitly.

17 CHAIRMAN CASHMAN: Okay. Thank you,
18 Dale. We really need to move on.

19 MR. KLEBER: I'm going to stop. I've
20 got you, I'm going to wind up right now.

21 CHAIRMAN CASHMAN: Thank you. Please
22 do.

09:25PM

09:26PM

1 3 minutes. It's 9:27. So all in favor? Aye.

2 (A chorus of ayes.)

3 CHAIRMAN CASHMAN: Any opposed?

4 (No response.)

5 CHAIRMAN CASHMAN: We will see you at
6 9:30 and we will move to the next, the Ryan
7 Company. Thank you for your patience. We will
8 move to your item.

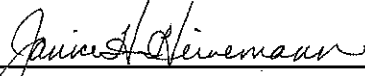
9 * * *

10 (Whereupon the above-entitled
11 hearing was continued to June 24,
12 2020, at 7:30 p.m.)

22

STATE OF ILLINOIS)
) ss.
COUNTY OF DU PAGE)

I, JANICE H. HEINEMANN, CSR, RDR, CRR,
do hereby certify that I am a court reporter
doing business in the State of Illinois, that I
reported in shorthand the testimony given at the
hearing of said cause, and that the foregoing is
a true and correct transcript of my shorthand
notes so taken as aforesaid.



Janice H. Heinemann CSR, RDR, CRR
License No. 084-001391

STATE OF ILLINOIS)
) ss.
 COUNTY OF DU PAGE)

BEFORE THE VILLAGE OF HINSDALE
 PLAN COMMISSION

In the Matter of:

Case A-14-2020 - Village of Hinsdale -
 Consideration of a Village-wide temporary
 moratorium not to exceed 180 days on the
 issuance of any demolition permit or other
 building or zoning approvals involving the
 demolition of any single-family home or
 building within the Village that either has
 landmark status or is one of the homes within
 the Village deemed to be historically
 "significant" or "contributing" in the 1999
 Hinsdale Reconnaissance Survey prepared by
 Historic Certification Consultants.

REPORT OF PROCEEDINGS had and testimony
 taken via Zoom at the Continued Special Public
 Hearing of the above-entitled matter before the
 Hinsdale Plan Commission at 19 East Chicago
 Avenue, Hinsdale, Illinois, on the 24th day of
 June, 2020, at the hour of 7:36 o'clock p.m.

BOARD MEMBERS PRESENT VIA ZOOM:

MR. STEPHEN CASHMAN, Chairman;
 MS. JULIE CRNOVICH, Member;
 MS. ANNA FIASCONE, Member;
 MS. MICHELLE FISHER, Member;
 MR. GERALD JABLONSKI, Member;
 MR. JIM KRILLENBERGER, Member;
 MR. TROY UNELL, Member;
 MR. MARK WILLOBEE, Member.

118

ALSO PRESENT VIA ZOOM:

MR. ROBB MC GINNIS, Director of
Community Development;
MR. CHAN YU, Village Planner;
MR. MICHAEL MARRS, Village Attorney;
MR. BRADLEY BLOOM, Assistant Village
Manager/Director of Public Safety

ALSO LISTED AS PRESENT VIA ZOOM TELEPHONE
CONFERENCE CALL:

MS. BARI KESNER,
MS. JULIE SUTTON,
MR. MARCO PIEMONTE,
MS. ALEXA PIEMONTE,
MS. ASHLEY BAIRD,
MS. PEGGY SAYRE,
MS. SUSAN DRISCOLL,
MR. THOMAS DRISCOLL,
MS. LAURA ROONEY,
MS. BECKY LANGBEIN,
MS. NANCY HARVEY,
MR. DALE KLEBER,
MS. SARAH ZIELKER,
MS. JEN REENAN,
MR. JEFF ALLEN,
MR. JIM PRISBY,
MS. ALISON RAGO,
MR. CHARLIE BRIGDEN,
MS. RUTA BRIGDEN,
MR. MIKE RYAN
MS. SHARON STARKSTON,
MS. REBECCA HAASS,
MR. DOUGLAS DAY,
MR. THOMAS PRAME,
MR. MATTHEW BOUSQUETTE,
MR. JOHN JACOBES,
MS. NANCY JANDA,
MR. THOMAS PRAME,
MS. EMILY BOWER,
MS. JUDITH COLEMAN.

120

1 And then when that's concluded we
2 have quite a large stack of written comments
3 that readers sent in via email or via letters to
4 the Village, and then we will go through and
5 read all those into the record.
6 So I guess we need to, Chan, unmute
7 the conference call. And then if, Jan, you
8 could swear everybody in, that would be greatly
9 appreciated.
10 (Witnesses sworn en masse.)
11 CHAIRMAN CASHMAN: With the telephone
12 callers, we would like to limit the calls to
13 approximately 5 minutes. And when someone gets
14 deep into that, gets close to 4 minutes, I will
15 give them a heads-up so they know how much time
16 is left.
17 Our first caller would be Thomas
18 Prame from 318 South Garfield. Thomas Prame,
19 318 South Garfield.
20 MR. YU: Just a reminder, if you are an
21 attendee of the Webinar, you have to unmute your
22 microphone if you wish to speak.

119

1 CHAIRMAN CASHMAN: Our next item is
2 Case A-14-2020 - Village of Hinsdale -
3 Consideration of a Village-wide temporary
4 moratorium not to exceed 180 days on the
5 issuance of any demolition permit or other
6 building or zoning approvals involving the
7 demolition of any single-family home or
8 building within the Village that either has
9 landmark status or is one of the homes within
10 the Village deemed to be historically
11 "significant" or "contributing" in the 1999
12 Hinsdale Reconnaissance Survey prepared by
13 Historic Certification Consultants. This item
14 was continued from our June 10 meeting.
15 For this, where we ended we were
16 still doing public comment. What we would like
17 to do now is have the court reporter swear in
18 everyone who is on the telephone. We are going
19 to basically first go through, we have
20 approximately 14 people that have requested to
21 speak. We will go through all the people that
22 are on the telephone.

121

1 CHAIRMAN CASHMAN: Michael, should we
2 have Anna recuse herself now?
3 MR. MARRS: Yes, she should.
4 CHAIRMAN CASHMAN: So Anna, if you
5 could, please, recuse yourself and just state
6 the reason.
7 MS. FIASCONE: Again, I will recuse
8 myself on this case to avoid potential conflict
9 of interest as this directly affects current
10 clients I have in my business.
11 CHAIRMAN CASHMAN: Thanks, Anna.
12 So we are looking for Thomas Prame
13 from 318 South Garfield. Can you hear me,
14 Thomas? So we are looking for Thomas Prame,
15 318 South Garfield. One more time, Thomas Prame
16 for 318 South Garfield.
17 We will move on. If Thomas
18 contacts us later, we can go back to him.
19 So moving to the next one would be
20 Matt Bousquette from 448 East 4th. Matt
21 Bousquette.
22 MR. BOUSQUETTE: Yes. Bousquette is

1 spelled B-o-u-s-q-u-e-t-t-e.

2 CHAIRMAN CASHMAN: Thanks, Matt.

3 MR. BOUSQUETTE: May I begin?

4 We are at a stage where facts need

5 to rule over emotions and our Village officials

6 need to make reasoned, rational, and factually

7 based decisions. After listening to the

8 proponents, I am compelled to dispel six myths.

9 I understand why various groups may

07:46PM 10 not want these things said out loud or why

11 residents who are not building or selling or

12 renovating might not know. I will provide some

13 level of detail for the information but know I

14 have a significant level of factual support for

15 each point.

16 Myth number one, there is no

17 factual evidence that the presence of an old

18 home enhances its or the neighboring values. In

19 fact, cases in the marketplace seem to indicate

07:46PM 20 the opposite is true. In a recent advertisement

21 by the proponents in the Hinsdalean, a study was

22 cited by Professor Narowitz (phonetic), who

1 claimed old homes increase the values in the

2 neighborhood. These findings are misleading

3 because they attempt to apply the California

4 property tax system to a completely different

5 tax structure of Illinois.

6 Number two, the proponents suggest

7 that Hinsdale should be like Lake Forest and

8 Wilmette. This is scary, as Lake Forest is

9 seeing some of the largest property value

07:50PM 10 declines in the entire Chicagoland area.

11 Number three, turning specifically

12 to Hinsdale, the value of existing homes in

13 Hinsdale excluding new construction are falling

14 in many cases by a lot and significantly more

15 than neighboring cities. Moreover, statistics

16 show that the home value in the Robbins Historic

17 District are declining faster than the balance

18 of the Village.

19 Hinsdale homeowners who attempted

07:50PM 20 to sell their older homes in the last few years

21 have lost enormous sums of money on both

22 renovated and unrenovated homes. A significant

1 number of cases are elderly residents and

2 families that ended up giving the structure away

3 for free and received money equal to or less

4 than the value of the underlying dirt.

5 For the sake of brevity, one can

6 find all these examples when just looking at a

7 two block area. Take 419 South Oak, it was

8 bought for \$3.6 million. It was sold for

9 \$1.86 million or a loss of \$1,740,000 or

07:51PM 10 50 percent. Moving right next door to 511 South

11 Oak at \$3.4 million, and it is still not sold at

12 \$1.9 million for a loss of a mere \$1.5 million

13 or 44 percent.

14 Now let's glance directly across

15 the street; and we will look at 422 South Oak,

16 which was sold for \$2.5 million, gutted, very

17 nicely redone, and proceeded to sell for

18 \$2 million, a loss of \$500,000 plus all the

19 renovation costs. Looking down the block to the

07:51PM 20 right, we have 314 South Elm; or looking up the

21 block to the left, we have 222 East 6th Street;

22 both ended up selling for the value of the land

1 despite significant improvements to both homes.

2 Finally, always a favorite, 425 East 6th Street,

3 the listing agent, Mr. Bohnen, suggested in the

4 Chicago Tribune the land was worth 2.5 million

5 but they gave the house away, sold the land for

6 \$2 million two years later. These are examples

7 from just a two block area, the story can be

8 repeated again and again and again all over the

9 Robbins Park Historic District.

07:51PM 10 Myth number two, that there are a

11 lot of homes in Hinsdale where the owners made

12 the right decision to renovate their old homes

13 and everybody needs to do the same. It's

14 laudable that a number of residents have bought

15 and renovated older homes in Hinsdale given it's

16 a labor of love in most cases with very deep

17 pocketbooks. Without question, the marketplace

18 has shown the majority of these choices have

19 been bad economic decisions. People have lost a

20 lot of money. But it seems like the proponents

21 are attempting to force the owners of these

22 older homes to make the same bad economic

126

1 decisions they did. That's not right.

2 The third myth is the older homes

3 are barely listed for sale before they are

4 scooped up by out-of-town developers to

5 demolish. This is factually not true. The vast

6 majority of these homes languish on the market

7 for years. Examples, 419 South Oak, 2.6 years;

8 12 South County Line, 2 years; 341 South Elm,

9 2 years; 5 South Oak, 3 years, 444 East 4th

10 Street, 2 years; 425 East 6th Street, 2 years.

11 These older homes draw significantly less

12 interest than newer homes. And all those

13 interested in renovating have had ample

14 opportunity to purchase them.

15 The vast majority of the homes that

16 were built in the Robbins Historic District in

17 the last few years are actually built by people

18 who live in the Village in coordination with

19 owners to accommodate their growing families,

20 not a corporate interlopers seeking to destroy

21 our Village.

22 The fourth myth is higher taxes on

127

1 older home structures is one of the main reasons

2 people don't want to preserve them. Again,

3 ironically, it appears the opposite is true.

4 According to the Downers Grove Assessor's

5 Office, who assesses all of our taxes, newer

6 homes in the Robbins District are assessed

7 50 percent higher than a home of the exact same

8 size on the exact same lot built in 1945 or

9 earlier, very important point. As a result, the

07:53PM 10 Village tax burden has disproportionately fallen

11 on newer homes. This has depressed the values

12 of newer homes as a result of the high tax bills

13 in the Robbins Historic District creating a

14 negative overhang in the entire market.

15 Compounding the problem for many of

16 these older homes is the land portion of their

17 tax bill. Many of these older homes sit on

18 oversized lots. For those of you that are

19 unaware, the land portion of your tax bill is

07:54PM 20 heavily influenced by the amount of street

21 frontage you have; a condition and number people

22 in larger homes under question have today. The

128

1 land portion of the tax bill is way out of whack

2 relative to the structure portion.

3 CHAIRMAN CASHMAN: Excuse me, Matt, you

4 have about a minute to go.

5 MR. BOUSQUETTE: These land and tax

6 issues were made worse by the punitive ordinance

7 implemented by the Village targeting older homes

8 on larger lots in the Robbins Historic District.

9 This ordinance provided both the width and depth

07:54PM 10 requirement for lots. However, at the same time

11 it added the crazy requirement that it must be

12 30,000 square feet in size. This requirement

13 meant that 94 percent of the houses in the

14 Village did not comply with the required lot

15 size or, said in the reverse, only 6 percent of

16 the lots were targeted. Most of those targeted

17 are the same ones in question today in terms of

18 the older houses.

19 Myth number five, that people care

07:54PM 20 mainly about maintaining the older homes because

21 they want to restore history. The historic

22 question seems to be muddled. It seems to be

129

1 more about style than it is about history.

2 There appears to be a desire to save older homes

3 people deemed as pretty according to today's

4 standard, while allowing the homes of the same

5 Village to be torn down. Proponents of the

6 measure often mention they prefer the exterior

7 look of some of these older homes to the current

8 new ones being constructed.

9 CHAIRMAN CASHMAN: Excuse me, Matt, if

07:55PM 10 you could wrap it up, please.

11 MR. BOUSQUETTE: Myth number six --

12 Yes, this is my final myth. Myth number six the

13 Village is working with homeowners to help them

14 achieve their dreams for their family. Again,

15 in fact, the history is, in fact, the exact

16 opposite is true. They have been subjected to a

17 scorched earth policy by the HPC hoping to wear

18 them down and make them give up or run out of

19 money.

07:55PM 20 For perspective, for anybody who

21 doesn't know, my carrying costs are \$100 a day

22 for taxes and \$200 for other things. And so

1 when people talk about delaying something or
2 having a moratorium and they are going to target
3 a series of homeowners, I would expect them to
4 compensate these homeowners during the delay.
5 Thank you very much for your time.

6 CHAIRMAN CASHMAN: Thank you, Matt.

7 MR. BLOOM: Chairman Cashman, one of
8 the attendees I believe has a question.

9 CHAIRMAN CASHMAN: Okay.

07:56PM 10 MR. BLOOM: If you could unmute your
11 phone.

12 CHAIRMAN CASHMAN: Okay.

13 MR. KLEBER: You may be referring to
14 me. Can people hear me?

15 MR. BLOOM: Yes.

16 CHAIRMAN CASHMAN: Yes, we can hear
17 you.

18 MR. KLEBER: Then my only question was,
19 I'm on the Zoom application, my only question

07:56PM 20 was do I also need to be on the telephone
21 conference? Or are these, are they synced? Or
22 is there a delay? Or I guess I just proved my

1 point, I can speak all right.

2 CHAIRMAN CASHMAN: Yes, they are the
3 same. They are the same.

4 MR. KLEBER: Okay. Thank you.

5 CHAIRMAN CASHMAN: Okay. Thank you.

6 Our next speaker is John Jacobes, 444 East
7 4th Street, John Jacobes.

8 MR. JACOBS: This is John.

9 CHAIRMAN CASHMAN: Hi, John. Welcome.

07:57PM 10 MR. JACOBS: We affirm what Matt
11 Bousquette was saying. And if he needed any
12 more time, I yield my time to him. Thanks.

13 CHAIRMAN CASHMAN: Okay. Thanks, John.

14 MR. JACOBS: Did you hear that?

15 CHAIRMAN CASHMAN: Yes, we heard that.

16 MR. BOUSQUETTE: Am I allowed to have
17 his time?

18 CHAIRMAN CASHMAN: Who is that
19 speaking?

07:57PM 20 MR. BOUSQUETTE: Hello? May I
21 continue, please.

22 CHAIRMAN CASHMAN: Sure. Who is this

1 speaking right now? Pardon me, I can't
2 understand.

3 MR. BOUSQUETTE: Hello?

4 CHAIRMAN CASHMAN: Yes. Who is
5 speaking? Could you spell your last name and
6 your address?

7 Okay. We had John, that was John
8 Jacobes. He basically agreed with the previous
9 caller.

07:58PM 10 The next would be someone from the
11 Janda family, 425 East 8th Street. The Janda
12 family, 425 East 8th.

13 MR. JANDA: This is Tom Janda.

14 CHAIRMAN CASHMAN: Hi, Tom. Welcome.

15 MR. JANDA: Tom Janda, can you hear me?

16 CHAIRMAN CASHMAN: Yes, we can.

17 MR. JANDA: I'm speaking on behalf of
18 my entire family tonight. We have lived at
19 425 East 8th Street for the last 44 years.

07:58PM 20 Hinsdale has been the center of our family for
21 four generations, and we want everyone to know
22 we love the community. There have been a lot of

1 substantive points made at the last meeting in
2 particular that reflect ours. So tonight I'm
3 just going to make four, hopefully, brief
4 comments.

5 CHAIRMAN CASHMAN: Okay.

6 MR. JANDA: First, the public debate
7 around the issue of preservation has been led by
8 the highly vocal Hinsdaleans for Historic
9 Preservation and in my opinion has been neither
10 comprehensive, nor balanced. Members have
11 disproportionate influence on the Historic
12 Preservation Commission and the newspaper, and
13 they have presented potentially misleading
14 information that presents their position, not
15 the broad community sentiments. They are fully
16 entitled to their opinion, end quote, but not to
17 dictate the outcome. Until June 10 the informed
18 input of those who own impacted homes has been
19 notably absent.

07:58PM 20 Second, if we step back and look at
21 the outcome over the last 12 years, the current
22 approach is working. With very few exceptions,

134

1 the quality and aesthetic of homes that have
 2 been built in the Historic District is
 3 outstanding. These are beautiful, stately homes
 4 that fully support the character of the
 5 neighborhood and the vibrancy of the community.
 6 While the loss of historic homes is sad from the
 7 streetview, it may be necessary and appropriate
 8 from a functional standpoint.

9 Third, as most of the written and
 10 verbal communications from these meetings have
 11 pointed out, the proposed moratorium and more-
 12 restricted zoning are patently unfair. They
 13 negate written promises made to residents when
 14 the Village applied for designation as a
 15 historic Village or district. They are likely
 16 illegal and they won't work.

17 Individual homeowners, many of whom
 18 are deeply invested in their property in the
 19 community, must have the latitude to decide
 20 whether a home lends itself to renovation, not
 21 the neighbors, not a blue ribbon panel, and not
 22 a Village-appointed consultant.

135

1 The same rules must apply to all
 2 neighbors. The architectural standards should
 3 not stop randomly at the border of the district.
 4 Restrictions will directly harm homeowners and
 5 the proposed solution will likely diminish
 6 interest in older homes and could deter buyers
 7 who will reinvest in them and in Hinsdale.

8 Despite the general claim about
 9 improved property values in historic districts
 10 moratorium advocates are asking the owners of
 11 older significant homes to take on the burden of
 12 that expense alone. The current campaign is
 13 busy reassuring homeowners that their homes
 14 won't be affected by the proposal. It is deeply
 15 worrisome that some community members would
 16 support a proposal only with reassurance that
 17 someone else will bear the cost and burden of
 18 the preservation efforts.

19 Finally, we are concerned by
 20 references that the Historic Preservation
 21 Commission has been working on proposed
 22 revisions to the Code for up to 18 months, that

136

1 they are almost ready to go. And at the
 2 beginning of tonight's meeting we also heard
 3 that the Board had adopted ordinances in advance
 4 of fully hearing from the public. This, if
 5 true, this presumes the answer and appears that
 6 the decision has already been made.

7 Now the Plan Commission has asked
 8 for input from the community. I read all
 9 314 pages of submissions and I have listened to
 10 the public meetings and a strong majority both
 11 inside and outside the Historic District oppose
 12 the moratorium 58 to 42 percent. And for
 13 clarity, I counted each household only once as
 14 opposed to 8 owners in the Janda family all
 15 voting again.

16 The verbal comments during the
 17 June 10 meeting also reflected a strong majority
 18 against and most of those commenting opposed the
 19 moratorium and any potential for more
 20 restrictive zoning. We request the Plan
 21 Commission and Village Board respect the
 22 community voice, especially those that would be

137

1 directly harmed by this action.

2 The proposed moratorium and the
 3 call for telling neighbors what they can or
 4 cannot do with their personal property. Promote
 5 preservation of historic homes by providing
 6 expedited review and meaningful incentives and
 7 focus on ensuring newer homes meet the aesthetic
 8 and architectural character of our neighborhood.

9 In closing, Hinsdale today is just
 10 as beautiful as when we moved here in 1976. It
 11 is a vibrant community that has progressed and
 12 kept up with the times. I will finish with a
 13 quote from a current neighbor in the District.
 14 After expressing his deep love for the community
 15 and for his family home, he said, Homes have
 16 life cycles; this one has worn through its cycle
 17 and the best outcome will be to start over and
 18 build a home that will last for the next 100
 19 years.

20 Thank you for your consideration.
 21 CHAIRMAN CASHMAN: Thank you, Tom.
 22 Okay. Our next speaker is Emily

1 Bower. Emily Bower from 421 South Grant Street.
 2 Emily Bower? The next speaker would be Emily
 3 Bower from 421 South Grant Street. Ms. Bower,
 4 are you available? The next speaker would be
 5 Emily Bower, 421 South Grant Street.
 6 Hearing no reply, move on. The
 7 next would be Judith Coleman, 411 Justina
 8 Street.

9 MS. COLEMAN: Hi. Hello?

08:04PM 10 CHAIRMAN CASHMAN: Hi, Judith.
 11 Welcome.

12 MS. COLEMAN: Hi. I had sent in a
 13 letter to the Plan Commission, an email. I
 14 don't know if you all got it.

15 CHAIRMAN CASHMAN: I'm sure we did.

16 MS. COLEMAN: So I don't know if you
 17 want to read it. I know it's long.

18 CHAIRMAN CASHMAN: We are going to read
 19 them all after the calls. So you could either
 20 call or whatever you'd like to do.

08:05PM 21 MS. COLEMAN: All right. Good. You
 22 all can do that, and I will just listen the rest

1 of the time. Thanks so much.

2 CHAIRMAN CASHMAN: All right. Thank
 3 you. Appreciate it.

4 Okay. Our next caller would be
 5 Dwight Frey. Dwight Frey, I don't have an
 6 address.

7 MR. FREY: Hi. Good evening. This is
 8 Dwight Frey. I own two homes in the Historic
 9 District. My last name is spelled Frey,
 10 F-r-e-y.

08:05PM 11 CHAIRMAN CASHMAN: What's your address,
 12 Dwight?

13 MR. FREY: My present address is
 14 134 South Park, but I also own 104 East 4th
 15 Street. 134 South Park is designated
 16 historically significant. It's the Charles Root
 17 home. And 104 East 4th Street is a contributing
 18 home of historical significance.

19 I believe our position on this
 08:06PM 20 issue is kind of unique in that we probably have
 21 two homes destined for different futures. I do
 22 believe that some homes are worth saving and

1 some homes aren't, and I think we own one of
 2 each.

3 Let me start by saying that we
 4 saved 134 South Park, the home sat empty on the
 5 market for more than a couple of years before we
 6 purchased it. We recognized that the home had a
 7 unique history and distinctive architectural
 8 details, which were irreplaceable and you really
 9 just don't see in modern construction. So we
 10 opted to renovate the home. We knew it was
 11 extremely well-built and maintained by the four
 12 families who occupied it for 116 years prior to
 13 our purchasing the property.

08:06PM 14 Despite the higher cost of
 15 ownership, the charm of the historic home was
 16 worth saving. So we renovated from the
 17 interior. We renovated the exterior. We also
 18 upgraded all of the utilities to Code at
 19 tremendous expense, and we also have plans
 20 approved for the addition to modernize the
 08:07PM 21 interior flow and create living space that
 22 current and future Hinsdale residents expect.

1 In short, we made a large
 2 investment in preserving this home with
 3 thoughtful planning that should attract Hinsdale
 4 families for another 100 years.

5 I think it's important in this
 6 conversation to note that historic homes have a
 7 much higher cost of ownership and that cost
 8 needs to be acknowledged by the Village if a
 9 large-scale preservation effort is going to be
 10 pursued in order to maintain an aesthetic for
 11 all residents to enjoy. The cost to maintain is
 12 higher, the cost to renovate is higher, the cost
 13 to insure is higher. And the cost in the
 14 reduction in home value appreciation is much,
 15 much higher. For our home the cost of updating
 16 just the gas, electric, and water utilities
 17 prior to being allowed to do any renovations by
 18 permit was north of \$150,000, approaching
 19 \$200,000, before we did anything else. And
 08:08PM 20 that's 10 to 20 percent of the cost of building
 21 an entirely new home.

22 In my opinion, why should the few

1 who voluntarily offer to preserve historic homes
2 bear the entire cost for the community to enjoy
3 them. Shouldn't those actively pursuing
4 preservation for the benefit of all be able to
5 partially offset or subsidize these additional
6 cost burdens for the good of the Village?

7 These additional sometimes hidden
8 costs are part of the reason historic homes sit
9 on the market for two or three years and often
10 sell at close to land value. These additional
11 costs of preservation are not even marginally
12 offset by the only current incentive available,
13 the 10-year property tax freeze, which is not
14 even really an incentive, it's only financial
15 incentive if taxes going up.

16 If you want to encourage people to
17 purchase, maintain, and renovate historic homes,
18 I think a significant increase in incentive
19 should be considered. I would like to offer a
20 couple ideas in that regard. Our home at
21 134 South Park is a great example I think of
22 historic preservation. However, the approval

08:08PM

08:09PM

1 don't really want to own one; and the market
2 tells the story.

3 My historic contributing home at
4 104 East 4th Street has been on and off the
5 market four times over the last five years. Our
6 highest offer was only \$15,000 less than what we
7 paid for it. Why? Floor plans, layouts, costs,
8 at the end of the day, no matter how much you
9 love a historic home, the economics of ownership
10 and renovation determine the fate of the
11 property.

12 104 East 4th Street is 140 years
13 old, built in 1847. And the cost to renovate
14 according to multiple contractors exceeds the
15 cost of building a new home on that property.
16 If you are building a program to save these
17 homes -- I'm sorry?

18 CHAIRMAN CASHMAN: You have about a
19 minute to go, please.

20 MR. FREY: Okay. If you are building a
21 program to save these homes, you must allow
22 people to update floor plans and flow to modern

08:10PM

08:11PM

1 process and permitting was long, arduous, and
2 expensive. The experience of several people we
3 know who went through the process was the same,
4 frustrating and painful. If the goal of the
5 Village is to encourage preservation, investment
6 cost in the process itself needed to be
7 addressed. The time from application with the
8 Historic Preservation Commission to approval in
9 our situation was more than nine months
10 consuming much of the summer and fall building
11 season and creating additional expense for us.
12 The Village needs to find a way to considerably
13 expedite this process or remove permitting fees
14 or both.

15 I also think a six-month moratorium
16 is an undue burden on properties rights and is
17 really just a temporary pause in search of a
18 solution. Recent trends in the housing market
19 have made it clear, people don't want to live in
20 historic homes. People like looking at them as
21 they drive by. They like the character historic
22 homes bring to their neighborhood, but they

08:09PM

08:10PM

1 living standards in an expedited process and
2 create financial incentives to offset these
3 burdens. If you don't, the economics of
4 ownership will prevent many from buying, values
5 will fall; and dropping home values on historic
6 homes discourages investment in historic homes
7 and will eventually lead to deteriorating homes
8 which get torn down or sold at land value. One
9 might say that is the state of affairs in
10 Hinsdale right now.

11 When the cost of renovation to meet
12 the needs of the community exceeds the value of
13 the property, the market will show an economic
14 hardship for preservation. Under these
15 circumstances, the Village must be prepared to
16 either purchase the property themselves if it's
17 a significant property or allow it to be torn
18 down. If the Village feels it's architecturally
19 or historically significant, it could offer an
20 economic hardship property tax credit or it
21 could create an incentive to build a new home in
22 the same style.

08:11PM

08:12PM

1 Perhaps a historic home tax credit
 2 to reduce property taxes by a minimum of
 3 20 percent on historically significant homes
 4 should be considered. I understand that the
 5 Village has limited ability on how much they can
 6 reduce property taxes and, perhaps, a
 7 coordinated effort in combination with the
 8 county and it state to provide an incentive
 9 program on historically significant homes should
 10 be considered.

08:12PM

11 Let me give you an example of a
 12 coordinated project in the San Diego County in
 13 the State of California, it's called the Mills
 14 Act.

15 CHAIRMAN CASHMAN: If you could wrap it
 16 up.

17 MR. FREY: I will wrap it up here
 18 quickly. They permanently set taxes 20 to
 19 80 percent lower than the normally assessed
 20 value simply for maintaining the property's
 21 exterior appearance and without preventing the
 22 property owners potential for a future teardown.

08:12PM

1 and the Board is looking, as you said, Board
 2 direction from these proceeding before they act.
 3 CHAIRMAN CASHMAN: Correct, that was
 4 just an initial discussion.

5 MR. BLOOM: Correct.

6 CHAIRMAN CASHMAN: Okay. Thanks, Brad.

7 Our next caller is Rob Miller,
 8 231 East 3rd Street. Rob Miller, 231 East 3rd
 9 Street. Next caller is Rob Miller, 231 East 3rd
 10 Street. Looking for Rob Miller. Hello? Is

08:14PM

11 this Robb Miller?
 12 Not hearing any response there, we
 13 will move on. The next caller would be Michael
 14 Anthony. No. We don't have an address.

15 Michael Anthony. Next caller would be Michael
 16 Anthony. Next caller is Michael Anthony.

17 Hearing no response, our next
 18 caller would be Marco Piemonte from 419 South
 19 Oak Street, and I apologize if I'm getting the
 20 name wrong.

08:15PM

21 MR. PIEMONTE: No. I think you did
 22 pretty good.

1 I believe that creating a tax credit incentive
 2 in combination with a tax freeze would encourage
 3 significant investment as has occurred in the
 4 Mills Act in California, it's been a very
 5 successful program, and that could be a powerful
 6 incentive to prevent teardowns and update
 7 historic homes and appeal to the needs of future
 8 Hinsdale families.

9 Whatever you decide to offer should
 10 be significant, current trends are not
 11 encouraging and you are working to save these
 12 homes for generations, not five to ten years. A
 13 combination of the above incentives might be
 14 strong enough to encourage families to buy and
 15 maintain historic homes and encourage long-term
 16 ownership of those homes. Thank you very much.

08:13PM

17 CHAIRMAN CASHMAN: Thank you very much.

18 MR. BLOOM: Chairman Cashman, I just
 19 want to point out the caller prior to Mr. Frey
 20 stated that the Village recently passed an
 21 ordinance for historic preservation. That's not
 22 true. The Board merely discussed an ordinance

08:13PM

1 CHAIRMAN CASHMAN: Hi, Marco. How are
 2 you?

3 MR. PIEMONTE: Good. Hello, guys. I
 4 don't have anything professionally written out,
 5 but I wanted to voice myself after my wife last
 6 week or two weeks ago on June 10.

7 The whole reason I'm moving to
 8 Hinsdale is to move into Hinsdale and live where
 9 my father loved, and I'm going to get a little
 10 emotional because I'm very bothered that I'm
 11 being delayed by this group. I feel as if they
 12 are using Covid as a moratorium at the same
 13 time. My daughter is diagnosed with an IEP.
 14 She has a speech delay, and I'm moving to
 15 Hinsdale for the school district and I'm moving
 16 to Hinsdale for the history.

08:16PM

17 I have already hired some teachers
 18 in your school district to work with my daughter
 19 one-on-one already. I'm trying to get in there
 20 as soon as possible, and I'm finding it
 21 extremely frustrating that I'm having to fight
 22 for my right to knock down a house that is

08:16PM

1 absolutely destroyed.
2 I'm going to unlock the front door,
3 and I'm going to let anyone go in the Village go
4 in there and see what it looks like and actually
5 go in and breathe in the spores of mold that
6 have been spewing everywhere.

7 I find it a little disheartening,
8 too, after finding out that I went and walked
9 through another home because I was very
10 discouraged by this process. And I told my
11 wife, maybe we should just submit to buying a
12 house outside the Historic District and sell
13 this piece of property and move on.

14 My wife voted against it. I found
15 out that someone that was representing the house
16 was on the Historic Board. They are selling a
17 new home in Hinsdale but are in favor of a
18 moratorium, that is a conflict of interest,
19 because I almost like gave into that. I almost
20 said, oh, screw it, I'm going to buy the house
21 that's over there. That's a conflict and I find
22 it extremely disheartening what the Village has

08:17PM

08:17PM

1 right prevail. At this point in time I would
2 say hasn't that ship sailed.

3 As we reflect over our 30 years
4 here, I'm sure you will all conclude that the
5 Village of Hinsdale is clearly a better place
6 today than it was 30 years ago. And quite
7 honestly, I can't imagine that anyone could
8 sensibly argue otherwise.

9 Are there exceptions to home
10 demolition? Absolutely, yes. Based upon my
11 30 years of observation, I would say at least
12 90 percent of replacement provides a true net
13 improvement in the Village. Life-style changes
14 and the demands of each generation changes as
15 time marches on. I trust that almost everyone
16 in attendance grew up in a home that is much
17 different than their current residence in
18 Hinsdale. I'm sure that for most of us we did
19 not want to purchase a house in Hinsdale like
20 the one we grew up in. This is because our
21 needs and expectations and demands have all
22 changed.

08:19PM

08:19PM

1 allowed.
2 Like I said, I don't have any
3 professionally written. I don't have any
4 anything typed up. I didn't have an attorney
5 look it over, but I sure hope that you guys look
6 in the mirror and make the right decision.
7 Thank you.

8 CHAIRMAN CASHMAN: Thank you, Marco.
9 Okay. Our next caller is Howard
10 Ember, 644 South Garfield. Howard Ember,
11 644 South Garfield.

12 MR. EMBER: Yes. Howard Ember here.

13 CHAIRMAN CASHMAN: Hi. How are you?

14 MR. EMBER: Good. Good.

15 CHAIRMAN CASHMAN: Go ahead, Howard.

16 MR. EMBER: Okay. My name is Howard
17 Ember. I live with my wife Patricia at
18 644 South Garfield. We have been residents here
19 in Hinsdale for 34 years, 27 years in our
20 current home. The teardown cycle started about
21 30 years ago and this subject has been brought
22 up on many occasions and each time homeowners'

08:17PM

08:18PM

1 There is no doubt that the next
2 generation of home buyers will have new demands,
3 many of which we can't even begin to imagine
4 today. We should not allow our housing stock in
5 the Village to become obsolete by adopting this
6 proposal.

7 Our home on 7th and Garfield is
8 lovely. We raised our children here. It was
9 built in 1907, and it's now 113 years old. We
10 have made many pragmatic movements including
11 updating electrical and plumbing. And trust me,
12 these updates, rehabilitation, and all the
13 things have been very costly because of the age
14 of this home.

15 However, at the end of the day, our
16 home still remains very sufficient by today's
17 standards. Just to name a few, we have no
18 family room, no master bathroom. The kitchen is
19 small and lacks counter space and room for an
20 island with cooktops. There is no walk-in
21 closets in the master bedroom or in any other
22 bedroom. We have a basement with low ceilings

08:20PM

08:20PM

1 and a limestone foundation, seepage. There are
2 some uneven floors and a stucco exterior that;
3 is --

4 (Zoom audio interruption.)

5 CHAIRMAN CASHMAN: Excuse me. If you
6 are on the telephone, will you please mute your
7 phone if you are not a caller.

8 Please continue, Howard.

9 MR. EMBER: Okay. The bottom line is
10 our house, like many other homes, cannot be
11 configured or economically updated to address
12 the demands of today's buyers. Demanding
13 homeowners keep obsolete houses standing and not
14 allow the owners to build something of higher
15 quality and in keeping with the Village decor
16 and architecture makes no sense. I will refrain
17 from citing legal argument, which will come in
18 an avalanche of lawsuits if this is passed.

19 About 700 letters were recently
20 sent to homeowners informing that their home is
21 listed in the 1999 survey that indicated our
22 house was either significant or contributing,

08:21PM

08:23PM

08:21PM

08:24PM

1 my home, I found the following homes all on
2 south Garfield; the addresses are 636, 620, and
3 616 South Garfield. Each was described in the
4 survey as a bungalow. And I personally visited
5 each location to confirm this to be true, and I
6 even sent picture to one of the members of the
7 Commission. Bungalows are generally
8 representative of working homes in working class
9 communities like Berwyn.

10 So I must ask the Commission, why
11 would a bungalow be considered significant
12 architecture worthy of preservation in a Village
13 the caliber of Hinsdale? Doesn't this raise
14 some questions as to the credibility of this
15 study and survey, for which you are all placing
16 such great reliance? If it doesn't, it should.

17 Those of you who like the idea of
18 preserving old homes, I have to ask, why should
19 700 homeowners bear the entire financial burden
20 of the proposal? There are approximately
21 5800 homes in Hinsdale; and these 700 homeowners
22 represent only 12 percent of this total. Is it

08:23PM

08:24PM

1 which is a criteria being used to restrict homes
2 under the teardown ordinance.

3 I have some friends that support
4 this proposal. When I asked them if they were
5 aware of how many homes were in that no teardown
6 letter, they were total either poorly aware or
7 thought that, perhaps, as many as 50 houses were
8 likely to be of true landmark status. All my
9 the so-called supporters were very surprised and

10 many even disturbed that this proposal would
11 affect so many homes. And many, like myself,
12 call it an overreach of any reasonable
13 preservation objective.

14 Living on Garfield, in the 1999
15 survey, I ascertained a sampling of homes that
16 were designated significant.

17 (Zoom audio interruption.)

18 CHAIRMAN CASHMAN: Excuse me. Whoever
19 is speaking, would you please let Howard speak.

20 Please mute your phone or your Zoom connection.

21 Continue, Howard.

22 MR. EMBER: Okay. Within 300 feet of

08:22PM

08:23PM

1 fair that 12 percent should bear the total
2 financial burden of this restriction, that a
3 group feels benefits the entire Village? Or
4 should everyone in the Village bear an equal
5 financial burden if this is approved?

6 If this equal financial burden were
7 shared by all homeowners via a property tax
8 surcharge fund, if true fairness and equity were
9 to prevail, I think we all know that this
10 proposal would be defeated in a landslide vote.

11 Again, why should 12 percent carry
12 this burden? So for those who believe
13 otherwise --

14 CHAIRMAN CASHMAN: Excuse me, Howard,
15 if you could wrap it up, please.

16 MR. EMBER: I would like to propose an
17 extension to include a proposal to have each
18 voter who wishes, ask each voter to have a
19 surtax added to their property tax bill which
20 provides a pro rata share to finance the
21 arrogant losses that these 700 homeowners will
22 sustain by this restriction.

08:24PM

08:25PM

158

1 We can easily establish an
2 independent valuation process to permit this
3 loss upon the sale. And if you wish to argue
4 that there be no losses, then the residents in
5 favor of the proposal, anti-teardown proposal,
6 shouldn't be afraid to make the commitment to
7 finance these losses should they occur.

8 CHAIRMAN CASHMAN: Thank you, Howard.
9 Could you wrap it up, please.

08:25PM 10 MR. EMBER: Thank you very much.
11 CHAIRMAN CASHMAN: Thank you very much.
12 Sorry for those interruptions.
13 Our next call is Dale Kleber,
14 120 East Walnut.
15 MR. KLEBER: Yes. Thank you, Steve.
16 Yes. 120 East Walnut Street. I'm
17 here with my wife Margaret. I don't have any
18 prepared remarks, but I have several points I
19 would like to make. And I will read from a
08:26PM 20 letter that I sent in, an email I sent in
21 earlier, that went into some detail as to why
22 the Reconnaissance Survey is completely flawed

159

1 and should absolutely not be any kind of basis
2 for any kind of anti-teardown restriction,
3 temporary or permanent.

4 In fact, I would say that to the
5 extent this proposal is founded on the
6 Reconnaissance Survey, your proposal is being
7 built on a completely crumbling foundation. I
8 don't know how any Plan Commissioner could vote
9 in good faith when you look at all the flaws of
08:26PM 10 the survey.
11 But as far as my first few points,
12 centrally, I just don't believe that an
13 appointed committee of people who are self-
14 selected and are absolutely not a cross-
15 representative sample of the Village population
16 should permanently or temporarily be entrusted
17 to make market-based decisions on what
18 structures should be torn down and what
19 shouldn't.
08:27PM 20 And as I think Matt said earlier,
21 there is no data to show that older is
22 necessarily better. I will tell you, if I have

160

1 some time, that our block on the 100 block of
2 east Walnut is absolutely better than it was
3 when we moved in 30 years ago. That's because
4 four homes have been torn down.

5 So the last thing I want to say is
6 that you just, again, you cannot look at this
7 survey and say that it is a basis for anything.
8 You know, it's 21 years old, the data is
9 obsolete. The supporting documentation, which
08:28PM 10 included notes and photos of each home, which is
11 identified as being significant or contributing,
12 that's no longer there. I asked the Village to
13 give me the database that's referenced in the
14 survey with all these notes, and they said, We
15 don't have them. So there is absolutely no way
16 to view the homes, the photos, that were taken
17 back in the 1999, and make any kind of
18 evaluation as to whether they really are
19 significant or contributing.
08:28PM 20 It's also overinclusive.
21 26 percent of all homes in Hinsdale are
22 included. There has been a lot of changes since

161

1 there, and I can talk to those specifically
2 about our block has been changed. The survey
3 was never intended -- It was only by its own
4 language was supposed to be sort of a first cut
5 of identifying potentially, key word
6 potentially, historic structures. It was never
7 intended to define the universe of homes that
8 should be protected from demolition.

9 It says, and I quote, The purpose
08:29PM 10 of the objective of the survey was to identify
11 which individual buildings and which potential
12 historic districts merit more detail and
13 intensive survey. This should absolutely not be
14 part of any kind of proposal that is enacted on
15 a temporary basis or permanent basis.
16 Lastly, there is absolutely no
17 professional qualifications in the survey.
18 There is no version listed on it. There is firm
19 that's no longer in business, and there is no CV
08:29PM 20 or professional qualifications. I mean this, if
21 this were ever challenged in court, this survey
22 would get destroyed on cross examination. There

1 is no credibility to it.
 2 So I think we should be very
 3 suspicious about the survey, and it just is not
 4 something that -- You know, and the Village
 5 will not have anybody step up and defend the
 6 survey. I have heard the city attorney and
 7 other statements made that, well, this is just
 8 our kind of -- We are not going to rely on
 9 this. The Board is not going to rely on this.

08:30PM 10 Well, why are we talking about a
 11 proposal that the Board is not going to rely on.
 12 I just don't think any Commissioner can look at
 13 this and say this is something that they --
 14 Whether they are pro-teardown restrictions or
 15 not, I just don't think any Commissioner could
 16 look at this and say that this is a workable
 17 plan. So, you know, frankly, it's just the
 18 survey, as I said, is a crumbling foundation
 19 upon which this proposal was built.

08:30PM 20 Now, if I have a little bit more
 21 time, I would like to talk about my particular
 22 block. I own right now, I own two structures in

1 town, two homes, that have been identified in
 2 the survey as significant or -- as significant.
 3 I actually also owned another one that was
 4 identified as contributing. I don't own that
 5 anymore. It was next door to me. I tore it
 6 down and I built a beautiful Italian-made style
 7 home that -- I tore down a bungalow, and I built
 8 a beautiful Italian-made style home that fits
 9 the block. It looks like it's 100 years old.

08:31PM 10 Like my house is in 1874 next door to. It we
 11 have a number of 100-year-old homes.

12 But I will tell you, I took the
 13 survey and I walked down the street and I made
 14 detailed notes. There are 15 homes that the
 15 survey says is on our block. There are actually
 16 14. There have only been 14 since we have been
 17 here so I think there is a mistake. 11, 11 of
 18 those 14 were identified as significant or
 19 contributing. Since that survey, 4 of those

08:31PM 20 homes have been torn down. I have to tell you
 21 that my block qualitatively is fundamentally
 22 much more attractive and much more charming than

1 it was when we moved in and teardowns are the
 2 reasons why.

3 And I will also tell you that there
 4 are two homes currently on the block that I
 5 think about 98 people out of 100 would stroll by
 6 and say that's clearly going to be a teardown.
 7 One of them is identified as a Chicago bungalow,
 8 a Craftsman bungalow. It's a very small, modest
 9 home. It's on a rather large piece of land.

08:32PM 10 Economically it's going to be obsolete. There
 11 is going to be a larger home that's going to be
 12 built on that lot. Again, I don't think that's
 13 something that the Village should substitute its
 14 judgment for the judgment of the market.

15 Another one is identified as a
 16 Tudor Revival. And again, it's a very small
 17 home. It's on a corner lot. I have been inside
 18 both of these homes. They are not homes that
 19 the modern buyer wants. The home that I tore
 20 down was a bungalow. The home I that I built
 21 won a Golden Key Award, and it won a
 22 preservation award called the Good Neighbor

1 award because it fit in so well.

2 So I have to tell you that on my
 3 block teardowns have been an absolute positive
 4 over the last 30 years.

5 CHAIRMAN CASHMAN: Dale, if you can
 6 just wrap it up.

7 MR. KLEBER: The street is in much
 8 better shape. So I really think that we have to
 9 be very careful. A, you don't have a proposal
 10 here that's viable at all. The 1999
 11 Reconnaissance Survey is absolutely no basis for
 12 any kind of proposal.

13 Lastly, I guess I would emphasize,
 14 points have already been made, I think it's very
 15 unfair to impress upon the people that own
 16 historic structures, they carry all of the
 17 financial burden of teardowns. If it's good for
 18 the Village -- excuse me -- preservation. And
 19 if preservation is good for the Village, then
 20 the entire resident base should help pay for
 21 that.

08:33PM 22 And if we are going to do that --

1 CHAIRMAN CASHMAN: Thank you, Dale.
 2 MR. KLEBER: -- value incentives, other
 3 people have explored incentives in much more
 4 detail; but let's use the carrots, not the
 5 sticks. And I think the reason we are having
 6 this discussion right now is because it's
 7 reactive to a few homes, they are beautiful
 8 homes. I know I'm not qualified to know whether
 9 they are economically viable to preserve and
 10 restore or not.

08:34PM

11 CHAIRMAN CASHMAN: Thank you, Dale. We
 12 need to move on.

13 MR. KLEBER: Okay, Steve. Thanks.

14 CHAIRMAN CASHMAN: Thank you.

15 Appreciate your input.

16 MR. KLEBER: Just what I was going to
 17 say is this proposal has been a reaction to
 18 those three homes over in the southeast.

19 CHAIRMAN CASHMAN: Thank you. Got it.

08:34PM

20 MR. KLEBER: It's not been well thought
 21 out, and we have not looked at a comprehensive
 22 set of options for preservation. So please vote

1 no on this. It's a nonworkable proposal. Thank
 2 you.

3 CHAIRMAN CASHMAN: Okay. Our next
 4 caller is Rachel Laux, L-a-u-x. I don't have an
 5 address. Rachel Laux. Looking for Rachel Laux.

6 MS. JULIE LAUX: I think she is not on
 7 the call. Sorry.

8 CHAIRMAN CASHMAN: Thank you,
 9 appreciate that.

08:35PM

10 And our next caller is Carl Curry,
 11 740 South Elm Street. Carl Curry, 740 South Elm
 12 Street. Next caller would be Carl Curry,
 13 740 South Elm street. Mr. Curry, 740 South Elm
 14 Street. Would you like to speak?

15 Okay. No response. That's the end
 16 of the people we had on the call list. So,
 17 Robb, if you are ready.

18 MR. YU: Excuse me, Mr. Chairman?

19 CHAIRMAN CASHMAN: Yes.

08:36PM

20 MR. YU: I do have four attendees in
 21 the Zoom meeting. If you wouldn't mind, I just
 22 wanted to make sure that -- They didn't

1 register, but if I could --

2 CHAIRMAN CASHMAN: If you want to
 3 contact them and let us know the names?

4 MR. YU: Sure. So I have Penny Bohnen
 5 or John Bohnen?

6 MR. BOHNEN: Yes. I'm here.

7 CHAIRMAN CASHMAN: Hi, John.

8 MR. BOHNEN: Hi, Steve, how are you.

9 CHAIRMAN CASHMAN: Good.

08:36PM

10 MR. BOHNEN: Would you like me to --

11 CHAIRMAN CASHMAN: Yes, please.

12 MR. BOHNEN: Sure. My name is John

13 Bohnen. I'm a lifetime resident of Hinsdale,

14 having come out here in 1947. I have lived at

15 230 East 1st Street for the last 45 years and

16 I'm a 9-year member of the Historic Preservation

17 Commission and the current acting chairman of

18 the Commission.

19 I wanted to preface my remarks with

08:37PM

20 a couple of references if I could. The preamble
 21 to the Hinsdale Zoning Code states, The overall
 22 purpose of the Zoning Code is to maintain

1 Hinsdale as one of the nation's finest
 2 residential suburbs by preserving and enhancing
 3 its historic character as a community comprised
 4 principally of well-maintained single-family
 5 neighborhoods.

6 And then in our Municipal Code,
 7 under Title 14, which is our preservation code,

8 under the purpose, 14.1-1, The purpose of this
 9 title is to promote historic and architectural

08:38PM

10 preservation in the Village. The Village seeks

11 to protect, enhance, and perpetuate those

12 historical structures, buildings, sites, and

13 areas valued by the Village and its residents

14 that are significant to the Village's history,

15 culture, and architecture.

16 And under 14.1-2, Goals, The title

17 is created in order to foster civic pride in the

18 beauty and accomplishments of the past as

19 represented in the Village's landmarks in

08:38PM

20 Historic District. B, Preserve, promote,

21 maintain, and enhance the Village's historic

22 resources and character as a community comprised

1 principally of well-maintained single-family
2 residential neighborhoods and small thriving
3 business areas oriented to serve the day-to-day
4 needs of the local residents.

5 C, To protect and enhance the
6 Village's attractiveness to residents,
7 businesses, visitors, and prospective home
8 buyers and businesses.

9 D, Maintain and improve property
10 values in the Village.

11 E, Protect, preserve, and enhance
12 the Village's aesthetic appearance and
13 character.

14 F, Encourage the designation of
15 landmark and Historic District status upon
16 structures, building, sites, and areas on a
17 local, state, and national level.

18 And lastly, G, Educate the general
19 public as to the significance of historic
20 preservation.

21 Now, having said that, because we
22 at the History Preservation Commission were

1 retrospect, only confused and enraged citizens
2 unnecessarily.

3 For the record, the focus and
4 intent of this proposition is to primarily try
5 and protect the homes and buildings in our two
6 national Historic Districts, the Robbins
7 Historic District and the historic downtown
8 district.

9 While there does exist a handful of
10 homes in other sectors of town that should be
11 considered historical, and those homes should be
12 able to access these proposed incentives, they
13 are few in number and are easily recognizable,
14 such as the terra-cotta home on the corner of
15 Lincoln and Walnut.

16 Bottom line, we need to finally act
17 to create incentives for owners to maintain and
18 renovate our historic home stock or it soon will
19 vanish in its entirety. A pause in the
20 demolition of these structures will allow our
21 elected and appointed officials time to study
22 and create such incentives. Hopefully such

1 being inundated with multiple requests to demo
2 homes in the Historic Robbins District, we
3 proposed that a pause or moratorium be enacted
4 to give our Commission, the Plan Commission, and
5 our elected Board of Trustees, a chance to study
6 what could be done to create positive incentives
7 through legislation that would encourage buyers
8 and owners of historic homes to maintain and
9 renovate these structures rather than just
10 tearing them down.

11 The current confusion that's
12 clouding the issue of creating a temporary
13 moratorium or pause of certain demolitions was
14 fueled by the failure of public notices to
15 adequately describe the scope and the focus of
16 the proposition.

17 In trying to craft a legal public
18 notice, language and references were used that
19 led many residents to assume that such a
20 moratorium would negatively affect them when, in
21 fact, this is not the case. Reference was made
22 to the 1999 Reconnaissance Survey which, in

1 measures will offer a feasible economic
2 alternative to demolitions.

3 We are addressing our heritage, the
4 very soul of our Village. The historical
5 heritage that distinguishes our Village from
6 surrounding towns once gone is gone forever. It
7 is our opinion that all residents benefit from
8 our Historic Districts financially as well as in
9 the prestige that these Districts convey upon
10 our Village.

11 Please give our officials an
12 opportunity to develop ideas and legislation
13 that will, hopefully, encourage our citizens to
14 continue to honor our historic homes and
15 buildings. Thank you very much.

16 CHAIRMAN CASHMAN: Thanks, John.
17 MR. KLEBER: Excuse me. Steve? This
18 is Dale Kleber.

19 CHAIRMAN CASHMAN: Yes.

20 MR. KLEBER: I would like to take the
21 opportunity, as I discussed with Michael Marrs,
22 to briefly cross-examine some of the statements

1 that John Bohnen just made if that's okay.

2 CHAIRMAN CASHMAN: Yes.

3 MR. KLEBER: Okay. I will try to be
4 brief and to the point. John, how are you
5 tonight? John and I are well-acquainted and we
6 are good friends.

7 MR. BOHNEN: We are. Hi, Dale.

8 MR. KLEBER: John, just a couple
9 things. I think you threw out some dates; but
10 the various provisions that you read from
11 Village Code, can you supply the dates that
12 those were passed again? I mean these are,
13 these predate you; do they not?

14 MR. BOHNEN: Yes, they do.

15 MR. KLEBER: Okay. So we are looking
16 at something that's back somewhere in the '20s
17 this language was adopted?

18 MR. BOHNEN: No. I think our Zoning
19 Code, Dale, if I'm not mistaken, we looked to

20 Park Ridge in 1989 with our Village attorneys
21 and basically took their Code as our basis in
22 1989 for the zoning. Holland & Knight were our

08:43PM

08:43PM

1 to consider different preservation options.

2 And you also said that you were on
3 the HPC -- thank you for that service -- for
4 nine years, is that correct?

5 MR. BOHNEN: Nine or more, Dale, I
6 believe.

7 MR. KLEBER: So my question is what,
8 why hasn't the Village had a chance over the
9 course of those nine years to do something
10 meaningful? I mean why is it that we are
11 proposing a rather vigorous restriction rather
12 suddenly when we have had -- You and I were
13 back in the 1995 and 1997 teardown phase and
14 very much on the same side. But what is it that
15 the Village has not had a chance to do? What's
16 prevented the Village from meaningfully
17 considering a wide range of preservation options
18 over the last nine years during the course of
19 your service on the HPC?

20 MR. BOHNEN: Well, first of all, I
21 think you recall that the first attempt to react
22 to the teardown craze was probably about 1985

08:46PM

08:46PM

1 attorneys at that time.

2 And as far as the Municipal Code,
3 Title 14, to the best of my knowledge, that is
4 relatively new. I believe that will date to
5 around the year 2000 when we started getting
6 involved in preservation.

7 MR. KLEBER: Okay. Thank you for that.
8 My recollection was the preface that you read, I
9 think is the first thing you read, goes back
10 many, many years.

11 MR. BOHNEN: Oh, the preamble to the
12 Zoning Code?

13 MR. KLEBER: Yes, the preamble, right.

14 MR. BOHNEN: That I couldn't tell you.

15 MR. KLEBER: I think that's very old.
16 So these are, it's been awhile since the
17 language that you quoted has been addressed.

18 MR. BOHNEN: Only the preamble.

19 MR. KLEBER: Yes, okay.
20 Another question I had for you was,
21 you know, you mentioned that the temporary
22 moratorium was to provide the Village a chance

08:44PM

08:44PM

1 under Joyce Skoog. And a moratorium was
2 attempted then, it lasted all of two weeks and
3 basically was shouted down by all the builders.
4 MR. KLEBER: Right. I think that was
5 '95 actually, John.

6 MR. BOHNEN: I'm sorry, '95.

7 And so we have been on the fringe
8 of things for a number of years. I think CHART,
9 your organization, and Carol Clark and all, did
10 an admiral job of attempting to do things; but
11 you met with a lot of opposition at that time.

12 I think that there was an interim
13 period here in the last recession from 2007
14 until, perhaps, the present where, frankly, the
15 economy was probably our friend as it pertains
16 to preservation because people weren't looking
17 to tear everything down.

18 But it seems of late that the fire
19 started rekindling again. I would tell you that
20 in my experience on the HPC, from my
21 perspective, we had a period of feckless
22 leadership. Kim Stevens and her crowd did a

08:46PM

08:47PM

1 great job and then it sort of went south under a
2 few other administrations. And then the
3 preservation group was more a feeling-good
4 group, awarding things to people for good
5 designs and things of that nature, but never
6 really getting into the nuts and bolts of what
7 was happening to our town at a fairly steady
8 pace.

9 Having lived here all my life

08:47PM 10 basically, I was raised on the north side of
11 town across from Monroe School, so I lived in
12 two different areas, but I don't think that
13 there has been any pointed effort until now to
14 really address this.

15 I felt under my stewardship down at
16 HPC that we were at a turning point. We were at
17 the tipping point. We either had to address it
18 now or basically forget it and throw in the
19 towel. So many houses have been torn down and
08:48PM 20 for a number of reasons. There are houses that
21 necessarily need to be torn down, there is no
22 question about that.

1 But we have learned over the years
2 that -- at least I have -- that the only way to
3 do this to promote the preservation is to
4 incentivize people to do things. You need the
5 carrots, not the sticks.

6 And so we thought we would take a
7 run at this. And the idea, because we were
8 being rushed at back in March, we thought, gees,
9 if we could have a pause here to gain our
08:49PM 10 balance, maybe we could come up with something
11 that would make some sense.

12 Frankly, in the interim with Covid
13 and everything else that's been going on, the
14 need for a lengthy moratorium probably isn't
15 there anymore because we have all been working
16 on incentives and things.

17 MS. JANDA: Why is John Bohnen getting
18 all of this time? Times up.

19 MR. KLEBER: Because I have been
08:49PM 20 offered the ability --

21 MS. JANDA: Times up, five minutes,
22 let's go.

1 MR. KLEBER: I don't know who's
2 attempting to run the meeting, Steve. So why
3 don't you jump in.

4 CHAIRMAN CASHMAN: Well, that's about,
5 you have got about 6 minutes with the cross-
6 examination so I would like you to move along.

7 MR. KLEBER: So one last follow-up
8 question to just John, and it's basically, I
9 hear what you say, John; and it's good history.

08:48PM 10 But there really has been nothing that's
11 prevented the Village from the last 10 years
12 from moving forward from these kinds of
13 incentives and exploring those that you have
14 listed as possibilities. There has really been
15 nothing other than the Village inaction that's
16 stopped that. Is that a fair statement?

17 MR. BOHNEN: That's a fair statement.

18 If I could just finish my remarks,
19 Steve, though. I think that much of the work
08:50PM 20 that we anticipated needing the time for the
21 moratorium to accomplish, much of that work we
22 probably have done. And so, you know, all this

1 hubbub about a moratorium, it's got such a bad
2 connotation to it, the word. I think that there
3 certainly is an area of understanding. We
4 basically just want the time to try and craft
5 some incentives and pass them legislatively so
6 that it might incentivize people to maintain or
7 renovate historic homes, and I think we are
8 proceeding down that path relatively quickly.

9 MR. KLEBER: So, John, I don't want to
08:51PM 10 put words in your mouth; but this is an
11 important point that I would like clarified.
12 Are you suggesting that really there is not --
13 Because of the long lag that's occurred here due
14 to the Covid issues, are you suggesting that
15 there really has been sufficient time to
16 consider some of these incentives and maybe a
17 temporary moratorium is really not necessarily?

18 MR. BOHNEN: My opinion is this, Dale,
19 I think that we have gone a long way towards
08:51PM 20 identifying the incentives that need to be
21 crafted. Legislation doesn't happen quickly as
22 you know.

1 MR. KLEBER: Sure.
 2 MR. BOHNEN: It's months to present
 3 things. And obviously, this has to go from Plan
 4 Commission to a Board. The Board has to decide
 5 if they have any interest in pursuing it. If
 6 they do, then they have to have readings. There
 7 have to be hearings.

8 So realistically, if we had asked
 9 for 180-day moratorium, maybe something more
 10 like 90 is realistic at this juncture. I don't

08:51PM

11 know. I defer to our Village attorney as to the
 12 kind of timing for things. But we certainly
 13 have all been working on this while we have all
 14 been cooped up and quarantined in our houses.

15 MR. KLEBER: You bet. Thanks a lot,
 16 John.

17 MR. BOHNEN: We are not here to
 18 campaign for a 180-day moratorium. We are here
 19 to campaign for some incentives.

08:52PM

20 MR. BOUSQUETTE: Mr. Chairman? I
 21 apologize with bad communication it's hard to
 22 hear things. I was just trying to make sure,

1 did Chairman suggest that HPC had already
 2 submitted to the Village trustees proposed
 3 changes to Article 14? I couldn't hear.

4 CHAIRMAN CASHMAN: Who is this
 5 speaking?

6 MR. BOHNEN: Mr. Bousquette, you're
 7 mixing your metaphors. We have been working on
 8 a rewrite of Title 14 for 18 months with the
 9 Village in open public meetings with the
 10 cooperation of a Village consultant, Mike

08:52PM

11 D'Onofrio. It has nothing to do with this.
 12 That's the nature of Title 14. Okay. It has
 13 nothing --

14 MR. BOUSQUETTE: Mr. Chairman, I just
 15 want to know -- I know that you have. I've
 16 been monitoring, watching. My question is was
 17 that information synthesized and provided to
 18 Village trustees or the president.

19 MR. BOHNEN: No. We have not mentioned
 20 any of our thoughts as to incentives to the
 21 Board of Trustees. We have done this amongst
 22 ourselves and with people in the community,

08:53PM

1 talking to people that --

2 MR. BOUSQUETTE: So no changes to
 3 Article 14 have been provided to the Village
 4 trustees in any communications at all at this
 5 point then? Is that what you are suggesting?

6 MR. BOHNEN: I'm telling you that
 7 anything that's been provided to the trustees
 8 would have been provided by the consultant. I'm
 9 not sure that he has. We have not, we have not
 10 finalized our thoughts on rewriting Title 14.

08:53PM

11 We have not written our report, and we have not
 12 submitted it to anybody at this time.

13 CHAIRMAN CASHMAN: Thank you, John,
 14 appreciate it.

15 Chan, who do you have next?

16 MR. YU: This person's name is Laurel,
 17 spelled L-a-u-r-e-l.

18 Laurel, if you can hear us, if you
 19 wouldn't mind unmuting.

08:54PM

20 CHAIRMAN CASHMAN: Laurel?

21 Okay. We will move along.

22 MR. YU: Okay. Next person is Louis --

1 I apologize for the last name -- Holub,
 2 H-o-l-u-b. Louis, I have unmuted everyone. You
 3 might have to manually unmute on your end.

4 And the last person that's on the
 5 attendees is Phil.

6 CHAIRMAN CASHMAN: Phil, would you like
 7 to speak? Would you like to unmute yourself?
 8 Phil, would you like to speak? Phil, would you
 9 like to speak?

08:55PM

10 Hearing none will move on.

11 CHAIRMAN CASHMAN: So that's all the
 12 callers, Chan; is that correct?

13 MR. YU: Yes.

14 CHAIRMAN CASHMAN: Okay. Thank you,
 15 everyone. We will now, hopefully, Robb has been
 16 preparing himself. We have a lot of written
 17 comments. So we will now move through those.

18 Thank you, everyone, who called in
 19 who is on Zoom for participating.

08:56PM

20 MR. MC GINNIS: Thank you, Chair. This
 21 is from Bruce Wance at 122 South Clay. This
 22 memo is in favor of the temporary demolition

1 moratorium being considered by Village of
 2 Hinsdale Plan Commission.
 3 Google Hinsdale, IL and you'll see
 4 it is historic and affluent and known for its
 5 excellent public school system. It is also
 6 known as the epicenter of the tear down
 7 phenomenon that started in the 80's. In "good"
 8 times, 100+ Hinsdale homes may be demolished in
 9 one year. How many of these demolished homes
 10 were considered historically significant or
 11 contributing? How many insignificant
 12 replacement homes now exist in their place? In
 13 the 90's, Newsweek magazine made mention of the
 14 phenomenon and referred to Hinsdale's
 15 replacement homes as detrimental to its historic
 16 fabric.

17 More than 20-years later, nothing
 18 has really changed. Regretfully, the perception
 19 is that Village of Hinsdale cares little for its
 20 historic fabric. Case in point, Hinsdale Zoning
 21 Board of Appeals voted unanimously last year
 22 against the will of (50) residents who signed a

08:58PM

1 reflect how important their opinion is to
 2 Hinsdale's future, the precedent this vote sets
 3 and how much of Hinsdale's history they may help
 4 save from demolition by voting unanimously to
 5 approve the moratorium now being considered.

6 Next is from Julie Ludwig. I do
 7 not have an address. Dear President Tom Cauley
 8 and Hinsdale Plan Commission, Something must be
 9 done to save the beauty, charm and heritage of
 10 Hinsdale. What is the point of an Historic
 11 District once the historic houses are gone?
 12 Please place an emphasis on preservation in our
 13 town. Thank You, Julie Ludwig.

14 Next from Grace Sachanda. And
 15 again, apologies for stepping on anyone's last
 16 name here. And she is a 28-year resident and I
 17 do not have an address. "I am glad that the
 18 Hinsdale-Mommies have occupied their time with a
 19 non-5G quest.

20 What is historic preservation and
 21 what is historically significant?

22 First, who determines the aesthetic

1 petition against multiple variances to a
 2 structure that would in the opinion of the (50)
 3 impact the quality of their adjacent residential
 4 neighborhood. During the proceedings, one ZBA
 5 member was heard to say he was unconcerned with
 6 the petition or the impact his approval had on
 7 future such requests for variance. ZBA, made up
 8 of litigants, and not preservationists or
 9 architects, apparently felt something more
 10 important was at issue than the opinion of (50)
 11 residents when they unanimously voted against
 12 what those (50) residents felt was important to
 13 maintaining the historic fabric of their
 14 Hinsdale neighborhood.

15 If it is Village of Hinsdale's will
 16 to maintain the historic fabric of this great
 17 community, they will find a way to make it
 18 happen. Hinsdale will always be an affluent
 19 community with excellent schools but this vote
 20 will show if Hinsdale's government is interested
 21 in preserving its historic fabric. To that end,
 22 this is a test and so I ask those voting to

1 value of what stays? Why is a simple rambler
 2 not going to be part of the future of building
 3 preservation?

4 However well intentioned, you have
 5 picked another 5G. Is the Village dumb enough
 6 that they would be owning several "historic"
 7 homes (asbestos, aluminum wiring, etc) after
 8 lengthy lawsuits involving domain.

9 If the city believes a Mommy group
 10 can, strictly on their own, fight and win civil
 11 lawsuits for every single buyer of property in
 12 the Village that wants to improve his home.

13 If Hinsdale never allowed
 14 tear-downs, you would not be reading this
 15 because the property taxes received would be
 16 about 1/4 of current rates.

17 The US Constitution allows self
 18 determination. If the Hinsdale "preservation"
 19 society is to be taken seriously, they need to
 20 create an original Village from the 1800s--sorry
 21 to tell you, but many of you live in twice torn
 22 down houses. You are seeing improvement. And

190

1 if the Village is stupid enough to attempt this
 2 "legislation", will need to consider legal fees
 3 and probably going to not be able to get that
 4 mandatory 9th and 10th lane to the Central pool.
 5
 6 The Village and 5G Mommies are
 7 asking residents this: Will you allow them to
 8 determine what to do with your own property that
 9 you purchased?
 10 Who on Earth is going to oversee
 11 these environmentally difficult decisions: Are
 12 the 5G Mommies going to take into account how
 13 much asbestos the attic has, go through the
 14 aluminum electrical system, or will they look at
 15 The outside and say, "that's nice how it is.
 16 Keeper." And let the Mommies head back to their
 17 tear downs?
 18 Are the 5G Mommies next going to
 19 take on what outfits people can wear to downtown
 20 Hinsdale?
 21 Before you bankrupt the Village in
 22 pointless legal disputes that this would begin

191

1 immediately and continue for the next decade.
 2 When the least powerful group
 3 achieves power, they usually get the drunkest on
 4 it. If the Village is willing to completely
 5 overhaul every single building code in Hinsdale,
 6 they will need to start now.
 7 Instead of preserving a home or
 8 two, how about a 3rd layer of Tyvek on the
 9 unfinished house on 55th street. Or better yet,
 10 finish that 3 year siding project. I am proud
 11 of the building and Village for getting that 4
 12 feet high of vinyl siding along with the second
 13 layer or Tyvek.
 14 Maybe clean your toilet houses
 15 before getting destroyed in the civil court
 16 system. For precedent, see every stupid little
 17 Village with the same brainless idea cooked up
 18 by their very own yoga pants stay-at-home crew.
 19 Regards, Grace Robertson (owner of
 20 a non-significant house the 5G Mommies will let
 21 me smash) 28 year resident.
 22 Next Vera Shively at 112 North

192

1 Washington. I am sending this comment in
 2 support of the Demolition Moratorium as proposed
 3 by the Village Board of Trustees.
 4 My husband and I have been
 5 residents of Hinsdale since 1987. The
 6 historical charm of the Village influenced the
 7 decision to make Hinsdale our home. We have
 8 seen many beautiful vintage homes torn down over
 9 the years. A demolition moratorium is overdue.
 10 It is time to take a breath and consider ways to
 11 save some of these homes, and by extension, the
 12 character of the Village. Many years ago a
 13 Hinsdale resident wrote a letter to the editor
 14 of The Doings bemoaning the number of teardowns
 15 that included this catchy line, "Oak Brook is
 16 nice, but we don't need it twice".
 17 Sincerely, Vera and Tom Shively.
 18 This is from Larry Emmons on North
 19 Garfield Street. A couple of things. Before
 20 someone buys a home in Hinsdale and signs on the
 21 dotted line he or she should be asked what they
 22 intend to do with the home if this house falls

193

1 within the landmark status or falls into the
 2 historic significant category and advised of the
 3 Village's stand. As of now the "horse is pretty
 4 much out of the barn" on existing sites. I
 5 think the Village would lose a lawsuit if they
 6 prohibit a teardown as it stands now. On
 7 another venue there are old, vacant houses in
 8 Hinsdale that should be torn down immediately.
 9 One is located at 217 North Garfield and another
 10 at 700 Wilson Lane on the corner. Both homes
 11 are WRECKS! I think the Village should tear
 12 them down and then charge the builder for the
 13 demolition cost.
 14 Next, this is from Jane Hardies,
 15 514 Pamela circle. Please vote to approve the
 16 demolition moratorium for historic Hinsdale
 17 homes to keep the character our Village intact.
 18 Next from Robert Lennox. I don't
 19 have an address. There are lots of bullies in
 20 Hinsdale. Now they want to tell you what to do
 21 with your property under the label of historic
 22 preservation. These are the same people who

1 bullied and insulted the board of trustees when
2 the old Hinsdale theater was the object of
3 historic preservation. The same group wanted
4 the Village to own and operate the theater think
5 of what a whole in the budget there would be now
6 today if the bullies had prevailed and the
7 Village would have been stuck with that turkey.

8 Now, where does the Village stand
9 on the Zook house over at KLM. Now the same

09:03PM 10 group of small people, same small group of
11 people want the Village to take over your
12 property, shame you if you don't remodel your
13 kitchen ever 5 years and force you to spend
14 money and pay taxes s because no one will buy
15 your property when the Village denies the
16 permits. Budgets for school in the Village
17 depends on new construction to generate more
18 revenue. This would slow and, perhaps,
19 eliminate this source of new funds. Budgets are

09:04PM 20 already out of control. Did you look at the
21 last real estate tax bill? Double digit
22 increases. Where are President Bill Whitney's

1 and his 3.5 percent budget increases. Proposed
2 Historic Preservation rules will make a bad
3 situation worse. Robert Lennox, Village
4 trustee, 2001 to 2005.

5 Next, this is from Julie Laux. I
6 would like to be preregistered, and I believe
7 she did.

8 Next is from Nancy Janda. Again,
9 they wanted to pre-register for comments and I
09:04PM 10 believe they did.

11 Next is from Howard and Patricia
12 Ember, 644 South Garfield. Ladies and
13 Gentlemen, We have been residents of Hinsdale
14 for about 35 years, and have watched the
15 replacement of older and outdated houses for
16 this entire period. Teardowns started about 30
17 years ago, so this is nothing new and we have
18 debated and litigated this many times over the
19 years. As we look back over the past 30 years,
20 we must conclude that Hinsdale is clearly a
21 better place now (compared to 30 years ago)
22 because of this housing replacement. Every once

1 in a while we have observed a house that was
2 torn down for which we had some fondness and we
3 were sorry to see it removed. However, this was
4 clearly the minority of house teardowns, and in
5 almost every case, we applauded the replacement
6 house and the resulting improvements that if
7 brought to the Village. Can anyone really
8 successfully argue that Hinsdale is not a better
9 place today than it was 30 years ago? Let's
10 make sure that we can say this 30 years from
11 now!

12
13 We have a lovely white stucco home
14 on South Garfield and 7th which was built in
15 1907 (113 years old) and we are very happy here.
16 We lived in this house for 28 years (and another
17 house on the same block for 6 years prior),
18 raised all of our children here, and have many
19 found memories. We plan to live in
20 this house for as long as our health permits.
21 We have spent a very significant sum of money
22 over the years to maintain and make prudent

1 improvements to our home. However, even though
2 we are happy here, today's buyers do not want a
3 house that has: 1. NO FAMILY ROOM, 2.NO OPEN
4 EAT-IN LARGE KITCHEN, 3.NO ISLAND IN KITCHEN
5 (TOO SMALL A ROOM TO ADD), 4.NO CENTRAL AIR
6 CONDITIONING, 5. NO MASTER BEDROOM BATH, 6.NO
7 MASTER BEDROOM WALK-IN CLOSET(S), 7. UNEVEN
8 WOOD FLOORS THROUGHOUT, 8. SMALL GUEST
9 BATHROOMS, 9.ONLY ONE BATHTUB IN THE ENTIRE
10 HOUSE, 10. SMALL BEDROOM CLOSETS, 11. OLD
11 WINDOWS (MOST ARE ORIGINALS) THAT LEAK WINTER
12 COLD AIR AND ARE NOT ENERGY EFFICIENT (I USE
13 HUNDREDS OF FEET OF "MORE TIGHT" CAULK EACH
14 YEAR), 12. LIMESTONE FOUNDATION THAT HAS WATER
15 SEEPAGE, 13.NO SUMP PUMP OR DRAIN TILES TO KEEP
16 THE BASEMENT DRY,
17 14. LOW BASEMENT CEILINGS THAT DO NOT ALLOW FOR
18 FAMILY SPACE USE, 15. LIMITED NUMBER OF
19 ELECTRICAL WALL OUTLETS AND MANY ARE LOWER
20 AMPERAGE, AND 16. EXTERIOR CEMENT STUCCO THAT IS
21 SUBJECT TO CRACKING AND REQUIRES HIGH AND COSTLY
22 MAINTENANCE.

1 In summary, our house (as outline
 2 above) is obsolete by today's standards and
 3 there are no buyers for our house as currently
 4 configured. Moreover, it is not economically,
 5 and likely not physically, possible to update
 6 and reconfigure our home to meet the demands and
 7 needs of today's buyers. What we do have is a
 8 very nice lot which would be very appealing for
 9 a modern day family home with a desirable
 10 updated floor-plan and configuration, and all
 11 the amenities that are in demand today.

12 The world is constantly changing,
 13 and each generation is looking for new and
 14 different lifestyles and houses that meet their
 15 needs. Our generation's (the baby boomers)
 16 needs and desires are very different from our
 17 parents; and our adult children's (the next
 18 generation) needs and desires are yet different
 19 from our needs. Let's change with the times and
 20 not try to live in the past. What would
 21 Hinsdale be today if this proposed ordinance
 22 (i.e. no teardowns) was adopted 113 years ago

1 when our house was built in 1907?
 2 If we are forced to sell our real
 3 estate encumbered by this proposed restricted
 4 ordinance, it will significantly depreciate the
 5 value of our property. We, as do other aging
 6 home owners, look to the value of our personal
 7 real estate to help fund our retirement and
 8 possible future medical and/or assisted living
 9 costs. We therefore respectfully request that
 10 you not force us to sell our property at a price
 11 well below its true fair market value. Wouldn't
 12 a better option be to better control the
 13 Architecture of new construction that is more in
 14 keeping with the vintage and style that some
 15 want preserved? Yours truly, Howard and Pat
 16 Ember.

17 Next we have Carrie Wester. I (my
 18 family) support the moratorium. We moved to
 19 this Village, as I am sure many have, due to
 20 many reasons - but one definitely was the charm
 21 and HISTORY of the downtown and homes in the
 22 area.

1 Please take the time to determine
 2 the right regulations to promote historic
 3 preservation.

4 Additionally - my daughter adds
 5 "the old homes give a look into the past that is
 6 needed to share with the community". Regards,
 7 The Rozich Family (Carrie & Frank & Ashton)
 8 Next, Charlie and Ruta Brigden.

9 MS. JANDA: This is Nancy Janda calling
 10 in. I'm wonder if we could, please, ask Robb to
 11 read the letter that Nancy Janda submitted. It
 12 wasn't intended to be skipped over.

13 MR. ROBB: You know, my apologies, I
 14 got these from the Village Clerk by date order.
 15 I'm going to have a very difficult time trying
 16 to find that here. -

17 CHAIRMAN CASHMAN: I do think it's
 18 later in the packet.

19 MS. JANDA. No. You skipped it over
 20 about two letter ago thinking that it was
 21 replaced by verbal input; and I would like to
 22 have it read, please.

1 MR. MC GINNIS: It must be later in the
 2 packet. The only thing I have, Nancy, was the
 3 request to speak.

4 MS. JANDA: You skipped over it two
 5 letters ago.

6 CHAIRMAN CASHMAN: My document, Robb,
 7 it's on the 70th page.

8 MR. MC GINNIS: I'm sorry, page?

9 CHAIRMAN CASHMAN: Page 70 in the PDF.
 10 I can read it if you want.

11 MR. MC GINNIS: Would you, please,
 12 because my pages aren't numbered here.

13 CHAIRMAN CASHMAN: This is --
 14 Dear Mr. Cauley and Mr. Cashman: We hope this
 15 letter finds you well.

16 For 44 years, our parents loved and
 17 meticulously cared for our home at 425 E. Eighth
 18 Street and generations of Jandas call Hinsdale
 19 home. Our parents owned Longley's of England
 20 Antique Shop on the comer First and Washington
 21 in the 1970s and 1980s, and our Dad was on staff
 22 at Hinsdale hospital for more years than we can

1 count. We write today regarding the proposed
2 demolition moratorium and the preservation of
3 historic buildings in town.

4 We admire the ongoing interest in
5 Hinsdale's history and architecture. Downtown
6 is beautifully maintained and there are many
7 lovely homes, old and new, that are in keeping
8 with local character. While preserving historic
9 homes is a worthy goal, there are practical
10 limits to this idea, as no two older homes are
11 alike. Some will bear renovation and some will
12 not.

13 We believe: Positive preservation
14 incentives like permitting fee reductions,
15 relief from zoning regulations, additional tax
16 credits, or outright grants go a long way toward
17 recruiting new stewards of history.

18 The boundaries of our historic
19 districts and the categorization of historic
20 buildings are subjective. Ordinances predicated
21 on this baseline could yield imprecise results
22 and hold nearby neighbors to different

1 standards.

2 Similarly, the property rights
3 afforded the owner of an older home should not
4 be substantively different from the rights
5 afforded neighbors up and down the streets of
6 Hinsdale.

7 Considering the sizable number of
8 significant, contributing, and potentially
9 contributing structures designated in the 1999
10 Hinsdale Reconnaissance Survey, the reach of new
11 ordinances could be widespread. Even modest
12 zoning restrictions could impact property
13 values; Hinsdale's tax base, and the real estate
14 market.

15 Ultimately, the property owner must
16 retain the right and responsibility to decide
17 whether to renovate or rebuild, with local
18 compatibility in mind. The July 2007 Historic
19 Preservation Commission proposal to nominate
20 Robbins Park as a Historic District assured
21 residents that National Register listing would
22 not affect what a private owner does with his or

1 her home, including "complete demolition."

2 Blunt instruments, like a
3 prohibition on teardowns, overlook the
4 variability of older homes and will discourage
5 the investment that is essential to maintaining
6 the strength and vibrancy of our community.

7 The input of affected homeowners is
8 important. Much as the designation of a
9 historic district requires the affirmative
10 written consent of owners within a proposed
11 district, input from owners actually impacted by
12 change is essential.

13 We share the goal of preserving the
14 historic character of Hinsdale, whether through
15 renovation or artful replacement. With the
16 recent death of our Dad after more than four
17 decades of substantial commitment to 425 E.
18 Eighth, we will pass the baton to a new
19 homeowner, a new investor in Hinsdale. That
20 homeowner should have the opportunity to enjoy a
21 property that honors local character and
22 safeguards personal investment.

1 Whatever policies the Trustees
2 consider, we hope they will be nimble enough to
3 support the vitality of the local housing
4 market, encourage newcomers, equitably protect
5 the interests of longtime homeowners, and make
6 investment in a historic home possible.

7 With these complex considerations
8 and a 44 year-long commitment to Hinsdale in
9 mind, we oppose the moratorium on demolition
10 permits.

11 Please enter this letter into the
12 public record of the appropriate Plan Commission
13 and Board of Trustees meetings. Thank you for
14 your consideration and best wishes to all our
15 friends and colleagues in Hinsdale. Sincerely,
16 Nancy C. Janda on behalf of the Janda family.

17 MR. MC GINNIS: Thank you, Chairman. I
18 actually found it. I thought she wanted to
19 speak as well if memory serves me.

20 CHAIRMAN CASHMAN: Nancy, did you want
21 to speak also? I would have to go back and look
22 if she spoke or not.

206

1 MR. MC GINNIS: Okay. I can pick it up
 2 again.
 3 CHAIRMAN CASHMAN: Okay. Thank you.
 4 MR. MC GINNIS: This is from Charlie
 5 Brigden, Charlie and Ruta Brigden at 224 North
 6 Park. My wife and I live in a historic
 7 residence located at 224 N. Park Avenue in
 8 Hinsdale.
 9 We are aware of the upcoming public
 10 hearing intended to gauge residents' attitudes
 11 towards this topic and have the following
 12 comments: 1. Very few people are aware of, or
 13 understand, which properties are actually "at
 14 play" here. If the list is limited to those
 15 deemed "contributing" or "historically
 16 significant" from within the boundaries of the
 17 federal Historic Districts (National Register),
 18 then that list is considerably shorter than what
 19 is perceived by the general public. Although it
 20 exists, this list is not something that is
 21 widely known in our community.
 22 2. Lacking precise definition may

207

1 not be intentional but it serves to undermine a
 2 collective understanding about which Hinsdale
 3 properties the moratorium potentially applies
 4 to.
 5 3. The Hinsdale Preservation
 6 Commission (HPC) lacks appropriate "teeth" to
 7 enforce its important mission. Future steps
 8 should include the creation of "local" historic
 9 districts that correspond to, or extend beyond,
 10 the current federal districts. Significant
 11 alteration or demolition within these districts
 12 would then become under the purview of the HPC
 13 with the requirement of a certificate of
 14 appropriateness.
 15 4. The demolition moratorium is a
 16 significant step in the right direction, and is
 17 the path that many communities across the United
 18 States have "started with" in balancing the
 19 rights of property owners with the protection of
 20 our historic fabric.
 21 5. We enthusiastically extend our
 22 support for the demolition delay initiative.

208

1 Next is from Alexa Piemonte,
 2 preregistered and did speak.
 3 Next is from Mary and Robert
 4 Schoenthaler of 223 East 8th. My husband and I
 5 are in favor of the Demolition Moratorium. We
 6 believe that the historical homes can be updated
 7 on the inside. The houses should remain to keep
 8 the character of the Village. We don't want to
 9 be another Naperville.
 10 Next we have got Laurel Dettore,
 11 Laurel and Donald Dettore. I do not have an
 12 address. My husband and I purchased a vintage
 13 home in Hinsdale in 1991 when teardowns were at
 14 their zenith. The property had been on the
 15 market for over eighteen months but its "image"
 16 had deterred potential buyers. Once a Grand
 17 Dame, our 1880 Victorian had fallen into
 18 disrepair, exhibiting obvious exterior
 19 deterioration in the form of peeling paint and
 20 interior neglect. As owners of another historic
 21 property in neighboring La Grange, we were drawn
 22 to this home because of what it could be, not

209

1 what it had become. We spent three years
 2 delving into the building's history before we
 3 began our restoration/renovation. As lifelong
 4 residents of communities adjacent to Hinsdale,
 5 we had witnessed many changes to Hinsdale's
 6 housing market as developers erected homes
 7 reflecting their unique signature designs.
 8 Often there was a visible clash between the new
 9 construction and the existing noble homes so
 10 prevalent in Hinsdale. Over the thirty years we
 11 have occupied our Victorian on Fifth Street and
 12 Garfield, we have witnessed the transformation
 13 of a Village so famous its tastefully executed
 14 and preserved properties to one with obtrusive
 15 structures devoid of elegance, warmth, and
 16 charm. How could this happen? Historic
 17 preservation has long been a Hinsdale hallmark.
 18 We revere our National Registry buildings. But,
 19 without proper oversight and community
 20 consensus, many more of our once prominent
 21 historic homes will vanish and be replaced with
 22 stark, unlivable "modern farmhouses" or whatever

1 is popularly trending at any given moment.
2 Unlike other affluent Chicago communities such
3 as River Forest, Oak Park, and Lake Forest who
4 have regulatory commissions overseeing property
5 development and design integration within their
6 neighborhoods, Hinsdale goes wanting. The
7 implications for instituting appropriate
8 guidelines to regulate demolition and new
9 construction is paramount. The face of our
10 unique and charming Village will disappear
11 forever if we do not act now and find an
12 equitable solution to this problem.

13 Next is Michael Gambia. Christine,
14 I was informed there are considerations of
15 putting a stop or pause to new construction in
16 Hinsdale.

17 I am currently in the process of
18 selling a house and am in contract. It is an
19 old 1950s house, that does not appear to be
20 anything historic, that is beyond any repair and
21 has been uninhabited for nearly 2 years.
22 Clearly a new home would make better sense and

1 ultimately generate more tax dollars. The
2 benefit to neighbors would be better
3 preservation of their home values and less of an
4 eye sore (if you will). I am fearful that if
5 no new construction can take place I will not be
6 able to sell nor find a new buyer. The house
7 will then continue as is. I'm sure you
8 understand.

9 Just wanted to share my thoughts
10 with you.

11 This is from Phillip Rooney. We
12 support the moratorium and encourage the towns
13 officials to maintain the integrity of our town.
14 Thank you.

15 This is from Mike Burgstone at
16 711 South Park. Christine Bruton - I own a 100
17 year old historic home located at 711 S Park in
18 Hinsdale. I am writing to you to express my
19 strong opposition to the proposed demolition
20 moratorium. One of the things that attracted us
21 to Hinsdale was the charm of all of these
22 beautiful old homes. The primary reason we

1 purchased our home was because of its historic
2 character. That said, I am a strong believer in
3 property owners rights. I believe that no
4 government entity should be allowed to dictate
5 what a homeowner does with his or her property,
6 While I would love for many of these old homes
7 to be preserved, it is none of my business what
8 each individual homeowner chooses to do with
9 their property. My wife and I love our old home
10 and we have invested significant dollars
11 renovating and maintaining it. It is our hope
12 that when we decide to sell many years from now
13 that the new owner will choose to live in the
14 home and not tear it down. Sadly, it is our
15 belief that the real value is in the land and
16 that it may be sold as a teardown one day. I
17 hope that doesn't happen but I would not
18 begrudge the new owners for doing so. Said
19 simply, it is their money and they can do what
20 they want with it. If demolition restriction
21 were to be enacted by the Village I believe it
22 would dramatically impair the value of my

1 property. I love this town and I do not want to
2 see it change, but each individual should be
3 allowed to do as he wishes with his private
4 property. I respectfully urge you not to enact
5 or moratorium or any restriction on demolitions
6 of historic homes.

7 Next we have one from Megan and
8 John Noell at 138 East 6th. As the owner of an
9 1890s home in southeast Hinsdale I wanted to
10 email in advance of the Village meeting to voice
11 our absolute support for the moratorium on
12 demolitions of historically significant homes in
13 the recognized Robbins Park area.

14 When we decided to look for homes
15 in the area, it was paramount to us that we move
16 to an area with an historic character, large
17 developed trees, and some actual green space
18 between homes.

19 Our concerns over the current
20 "teardown climate" are many, but the same
21 considerations we took in searching for our home
22 I think are representative of the concerns we

214

1 have. There is a reason our country recognizes
 2 significant historic areas and homes, and the
 3 rash of builders seemingly targeting older homes
 4 for demolition only to build characterless spec
 5 homes for no particular client puts us at great
 6 risk of losing the history and character of our
 7 town.

8 These builders do not care about
 9 safeguarding our town - they care about profits.
 10 They tear down trees that took over a hundred
 11 years to grow, and they send countless trucks to
 12 landfills only to construct homes so many of
 13 which won't stand the test of time. Not to
 14 mention the minimal green space most of them
 15 leave.

16 If a citizen wants to build a new
 17 home, I am fine with that. There are homes that
 18 cannot be saved for structural reasons, there
 19 are open lots, there are homes that don't
 20 exemplify classic or important architecture, and
 21 there are other areas nearby that aren't of a
 22 historically recognized nature. May they hire a

215

1 real architect and happily build their new homes
 2 in any of those locations! But let's protect
 3 our historically significant area before it is
 4 too late. It at least bears a Pause while we
 5 consider our options! Thank you for your
 6 consideration.

7 Next Suzanne Rooney, 348 East
 8 3rd.Village Board,
 9 I support the moratoriums and we need to keep
 10 Hinsdale Homes safe from demolition and hold the
 11 builders accountable for following the
 12 regulations of our town rules.
 13 Cutting the lawns of these vacant homes is a
 14 necessity and maintaining building sites. I am
 15 embarrassed that I even have to tell you this
 16 our town looks terrible ... are we afraid of
 17 these builders that r in violation ... clearly
 18 they r in the wrong and should lose their
 19 license to build here but we continue to let
 20 these builder have the run of town.
 21 37 years a resident and I never in my life have
 22 seen the likes of so many large homes being torn

216

1 down and in the process never following the old
 2 rules that we never changed over the years!
 3 Sadden To be a Resident at the time.

4 MR. KLEBER: Steve, this is Dale
 5 Kleber. Just a question for you, are all of
 6 these letters new? They sound very familiar and
 7 possibly by the same people. Are these, none of
 8 these letter were read at the last meeting or
 9 were they?

09:23PM 10 CHAIRMAN CASHMAN: I do not believe
 11 they have been read. We stopped and continued.

12 MR. KLEBER: Do you know, Robb, if any
 13 of them are people that have already written in
 14 once before because some of the names sound
 15 similar to me, I don't know for sure.

16 MR. MC GINNIS: And some may have
 17 spoken because of fluid nature of these and the
 18 fact that they still keep coming in, we tried to
 19 sort them and pull out those that we read last
 20 week; but I'm reading from the list that Chris
 21 Bruton gave me.

22 MR. KLEBER: And the dates of those

217

1 letters are since the last meeting, is that
 2 correct?

3 CHAIRMAN CASHMAN: No. We still had
 4 some.

5 MR. MC GINNIS: Not necessarily.

6 MR. KLEBER: All right.

7 MR. MC GINNIS: This stack that I'm
 8 reading from today is oldest to newest.

9 MR. KLEBER: Thank you. Thank you.

09:24PM 10 MR. MC GINNIS: Sure. The next is from
 11 Emily Bradof. Again, I apologies on the last
 12 names. Hi, I support the proposed moratorium to
 13 protect Hinsdale's historic homes. Thank you,
 14 Emily.

15 Next this is from Asif Malik,
 16 620 South Elm. Christine, I strongly support
 17 the proposed moratorium to protect Hinsdale's
 18 historic homes.

19 Next is from Katherine Andrews. I
 20 do not have an address. My name is Katharine
 21 Andrews and I'm a proud long-time Hinsdale
 22 resident who strongly advocates the preservation

1 of architecturally significant and structurally
2 sound homes and buildings. I moved to Hinsdale
3 with my parents when I was 14 years old. As a
4 young child, I loved driving slowly through
5 town, stopping often to admire the beautiful
6 historic estates that were sprinkled throughout
7 the Village.

8 As an adult, I have taken an active
9 role in several organizations that support
10 historic preservation including Landmarks
11 Illinois, The National Trust for Historic
12 Preservation, The Hinsdale Historical Society
13 and I recently joined Hinsdaleans for Historic
14 Preservation as I support the efforts of many
15 local Hinsdale residents to stop the demolition
16 of architecturally significant and structurally
17 sound homes!

18 I believe we need to be proactive
19 and educate residents in our community about the
20 importance of architectural conservation and the
21 impact teardowns have on the historic character
22 and rich cultural significance of Hinsdale.

1 Once these vintage homes are tom down, the
2 memory of those adorned facades will fade away,
3 transforming the Village landscape forever.
4 My lifelong passion for architecture and design
5 prompted me to pursue a Master of Arts degree in
6 Interior Design at Harrington College of Design.
7 My master's thesis focused on adaptive reuse and
8 historic preservation as I strived to develop my
9 skill set and expand my knowledge in this
10 specialized field of study and apply it to my
11 professional practice.

12 My husband and I returned to Hinsdale
13 several years ago and have been privileged to
14 reside in a Victorian-style home in the Robbins
15 Park Historic District. My design studio is
16 situated on the third floor which I renovated
17 when I founded my interior design firm,
18 Katharine Andrews Interiors, LLC. As a
19 professional interior designer, I aim to provide
20 clients with timeless and functional design
21 solutions that meet their aesthetic and
22 lifestyle preferences. By seamlessly blending

1 old and new design elements, I strive to achieve
2 balance and add character to all interior spaces
3 I create.

4 When it comes to preserving
5 historic homes, each built environment needs to
6 be carefully evaluated by considering their
7 historical value, distinctive design/
8 architectural features, and structural
9 integrity. The craftsmanship and architectural
10 details in vintage structures cannot always be
11 recreated as the talented artisans and
12 tradespeople who were trained with those
13 particular skills have disappeared over time.

14 It would be great if the Village of
15 Hinsdale would provide a list of local
16 preservation professionals to residents seeking
17 guidance from experts who can help them make
18 informed decisions and provide appropriate
19 solutions that will fit their budget and design
20 needs. It is imperative historic homeowners see
21 the added benefits of home renovation versus
22 demolition and that they have access to

1 information and resources to help them plan
2 projects accordingly.

3 Next we have one from Kathryn
4 Hunley, 128 East Maple. I support the proposed
5 moratorium to protect Hinsdale's historic homes.

6 Next we have one from Leslie
7 Savickas. I am in favor of the moratorium.

8 Suzanne Cooper, 123 North Grant
9 Street. Dear Hinsdale Plan Commission members,
10 I own 123 N. Grant Street, a 114 year old house
11 which you have designated historically
12 significant. This house should not be included
13 on any demolition moratorium since the
14 House is not functional or economically feasible
15 to restore - It has knob and tube wiring - No
16 central AC - Small kitchen - No family room -
17 Spent many thousands of dollars replacing water
18 pipes, but still have weak water pressure - I
19 have brand new construction on either side of
20 us. My husband and I are in our mid 70s and have
21 purchased a one story ranch at 402 Warren
22 Terrace in Hinsdale, which we recently moved in

1 to. Please recognize and consider our right to
2 use the property as we see fit. We need the
3 land sale proceeds from 123 N. Grant Street for
4 our future old age needs.

5 Next from Susan Peterson, 511 East
6 7th. I want to voice my support for preserving
7 the beautiful historic homes in Hinsdale. It's
8 sad that anyone would even think about tearing
9 down these treasures.

09:29PM

10 Next from Dawn McKenna. I will
11 joining the hearing next week. Sorry. Same.
12 Same.

13 This is from Patti and Bob Saigh of
14 Phoenix, Arizona. Members of the Hinsdale Plan
15 Commission: In light of the current global
16 pandemic and associated economic strains that
17 have disrupted normal-life routines for the time
18 being, and mindful of a broad resurgent interest
19 among Hinsdale residents about historic
20 preservation in the Village, we think it is
21 prudent and fair to impose a moratorium on the
22 demolition of designated landmark structures,

1 protect the many single-family homes and other
2 structures, buildings, sites or areas that
3 contribute to the Village's character, beauty
4 and historic charm.

5 Further, we particularly note what
6 should be obvious, which is that historic
7 preservation and its goals are official policy
8 of the Village of Hinsdale, as stated in the
9 Village Code, Title 14, specifically Chapter 1,
10 the Sections on Purpose and Goals, as below:

11 14-1-1: PURPOSE: The purpose of
12 this Title is to promote historic and
13 architectural preservation in the Village. The
14 Village seeks to protect, enhance, and
15 perpetuate those historical structures,
16 buildings, sites, and areas valued by the
17 Village and its residents that are significant
18 to the Village's history, culture, and
19 architecture. (Ord. 02000-7, 4-18-2000, eff.
20 5-1-2000).

21 14-1-2: GOALS: This Title is
22 created in order to: A. Foster civic pride in

1 and other structures that have actual or
2 potential historic-architectural significance,
3 as described in the village's 1999
4 Reconnaissance survey and six subsequent
5 district surveys, Town of Hinsdale, Robbins Park
6 I, Downtown Commercial District, North Hinsdale,
7 North Hinsdale East, Robbins II. For all
8 surveys, see-[https://www.villageofhinsdale.org/
9 residents/village history/neighborhood
10 architectural resource surveys.php](https://www.villageofhinsdale.org/residents/village%20history/neighborhood%20architectural%20resource%20surveys.php)).

11 We agree with the purpose of the
12 moratorium, as stated in the second paragraph of
13 the May 22 Village letter to residents with the
14 revised notice for the Plan Commission's public
15 hearing:

16 The purpose of the moratorium, if
17 imposed, would be to provide an opportunity for
18 study by the Plan Commission, Historic
19 Preservation Commission and/or Village Board of
20 Trustees of whether text amendments to the
21 Village's Zoning Ordinance and Village Code
22 should be made, in order to more effectively

1 the beauty and accomplishments of the past as
2 represented in the Village's landmarks and
3 historic districts;

4 B. Preserve, promote, maintain
5 and enhance the Village's historic resources and
6 character as a community comprised principally
7 of well-maintained single-family residential
8 neighborhoods and small, thriving business areas
9 oriented to serve the day-to-day needs of local
10 residents;

11 C. Protect and enhance the
12 Village's attractiveness to residents,
13 businesses, visitors, and prospective home
14 buyers and businesses;

15 D. Maintain and improve property
16 values in the Village;

17 E. Protect, preserve, and enhance
18 the Village's aesthetic appearance and
19 character;

20 F. Encourage the designation of
21 landmark and Historic District status upon
22 structures, buildings, sites, and areas on a

1 local, State, and national level;
 2 And G. Educate the general public
 3 as to the significance of historic preservation.
 4 (Ord. 02000-7, 4-18-2000, eff. 5-1- 2000).
 5 We are former 23-year residents of
 6 Hinsdale who were active in (and at times
 7 consumed by) historic preservation in the
 8 Village. We owned and diligently cared for one
 9 of the village's more notable older houses,
 10 which we sold to a young family that improved
 11 upon our improvements to the house - an example
 12 of the viability and durability of older
 13 structures. We could say much more in that
 14 regard, but suffice it to say that we feel this
 15 issue is of utmost importance to Hinsdale and
 16 its continued livability.
 17 Thank you for your consideration of
 18 our opinion and what we hope will be
 19 long-overdue serious and effective Village
 20 action on historic preservation.
 21 Stay safe, and best wishes.
 22 Patti and Bob Saigh, 25242 N. 44th Dr.,

1 Phoenix, AZ, former owners/caretakers of 210
 2 South Lincoln.
 3 Next from David Risinger or
 4 Risinger. I want to voice my support for the
 5 moratorium. Historical homes are part of the
 6 soul of Hinsdale, and it is critical that
 7 Hinsdale's unique heritage and culture be
 8 preserved.
 9 I believe that the Village Board
 10 should champion historical homes ... and
 11 encourage a culture in which homeowners aspire
 12 to refurbish historical homes rather than tear
 13 them down.
 14 Action to ensure Hinsdale's great
 15 qualities are maintained for generations to come
 16 is paramount to the Village's future.
 17 Next Mary and Tim Lyne, 407 East
 18 6th Street. Dear Village Plan Commission
 19 members, We have lived in the Village of
 20 Hinsdale since 1999. We love our historic
 21 Village and have been proud owners of two older
 22 homes. Our first home on East Hickory Street

1 was built in 1929 and our current home on East
 2 Sixth Street is turning 100 this year. We have
 3 extensively remodeled both homes to keep them
 4 updated and current.
 5 We are opposed to a moratorium on
 6 tear downs, even for a short period of time.
 7 Owners of historic homes should be able to sell
 8 their homes without restrictions. As much as we
 9 love historic homes and hate to see
 10 them torn down, owners and potential buyers
 11 should be able to do what they please with their
 12 property.
 13 We urge the Village to consider
 14 further tax incentives for remodeling older
 15 homes. We also encourage the Village to ease
 16 restrictions on variances for older homes that
 17 are going to be remodeled. We had a tough time
 18 when we wanted to add on a garage to our home.
 19 Instead of adding on an attached garage to our
 20 current home, we had to detach it to stay within
 21 Village restrictions. This makes our older,
 22 historic home less marketable in the future.

1 In addition, how about decreasing
 2 the allowable building area on homes that are
 3 going to be torn down? If a 5,000 square foot
 4 home is being torn down, why can a 10,000 square
 5 foot home be built on the same lot? Maybe if
 6 you couldn't put such a big home on a lot, you
 7 would be more inclined to buy an existing home
 8 and remodel/add on. Or, how about greatly
 9 increasing demolition fees or plan review fees
 10 for new construction.
 11 In short, the Village should
 12 incentivize owners of historic homes to invest
 13 in remodeling, while discouraging potential
 14 buyers to tear down with more regulations and
 15 fees.
 16 Thank you for considering our
 17 opinion.
 18 Next is from Paul Seppanen,
 19 711 South Quincy. It is ridiculous that this
 20 proposed Moratorium is even being considered at
 21 a time when Village residents and businesses
 22 need to barricade themselves to protect against

1 rioters.

2 But since it is, I feel it is
3 important to emphasize how un-American it is for
4 people to infringe the private property rights
5 of others. If these historical preservationists
6 feel so strongly about certain aged and worn
7 homes, they are free to buy them and then
8 maintain them as they like. Since they haven't
9 done this, they have absolutely no right to
10 impose their views on the actual property
11 owners. The Village should enthusiastically
12 encourage the demolition and replacement of
13 decaying homes to improve the town and increase
14 our tax base. This proposed Moratorium should
15 be rejected and any further proposed
16 restrictions on private property rights should
17 be considered with utmost skepticism.

18 Next from Chris Lopez on The Lane.
19 Please count my voice with the many who care
20 about preserving our heritage, our Village and
21 our way of life. Thank you.

22 Next is from Susan Davis, 324 East

09:36PM

1 the end of our driveway every day making it very
2 difficult to see oncoming traffic. I've had to
3 call on two separate occasions because the
4 contractor had either damaged or removed the
5 parkway tree protection. Our Hinsdale building
6 dept folks weren't on top of that, either.

7 I recently spent \$80,000 to
8 remediate water issues caused by the 17,000
9 square foot teardown "estate" behind by
10 House. At the time it was built, the Village
11 told me that the massive increase in house size
12 would not impact drainage issues for me or the
13 neighbors. Sadly, that has not been the case
14 and many of the old trees on my property have
15 died as a result.

16 The worst part is that once these
17 monstrosities are built after 2-3 years of
18 disrupting the neighborhood, the owners
19 Often want to move after having lived there a
20 short period of time and find they can't easily
21 sell their house for the price they paid. We
22 have several teardowns in the neighborhood that

1 7th. I live in a house dating from the 1920s on
2 7th Street. Two of the historic homes slated
3 for demolition are on my block. The owners of
4 those two homes are both using the same
5 architect, who is responsible for the house
6 currently going up across the street from me.
7 That house replaced a very charming home from
8 the 1930s. When that house was seeking a
9 demolition permit, the lawyer representing the
10 owners said it wasn't habitable. That was such
11 a mangling of the truth. I had been in that
12 house several times and it was quite gracious.
13 The new house is huge, has an ungodly number of
14 rooflines, stretches from lot line to lot line
15 and its window assemblages look like comic book
16 faces. The day starts at 7am with the
17 construction crews arriving. They block the
18 street EVERY day despite complaints to them and
19 requests to the Hinsdale building dept to put up
20 signs limiting parking to one side. We often
21 can't see to get out of our driveway. The worst
22 offender is the general contractor who parks at

1 are revolving doors. No family stays in them
2 for more than 2 years. I've also noticed that
3 the landscaping of the new homes is very
4 limited. The home being built across the street
5 clear cut the lot except for one tree. The
6 environment and the neighborhood lose a lot when
7 a massive house with an asphalt driveway comes
8 in with few trees or shrubs.

9 I hope the Village will consider
10 strengthening the rights of existing homeowners
11 in Hinsdale. Right now, the building
12 Department exists to help home builders and
13 contractors. They are uninterested in the
14 interests or rights of existing
15 Home owners in the Village. I think that should
16 change. If there was less building, there could
17 be more oversight and focus on water issues,
18 etc. Part of focusing on the existing residents
19 should include an emphasis on historic
20 preservation.

21 Next is from Robert Verbiscer.
22 MR. KLEBER: Hey, Steve, may I ask Robb

1 just a couple questions on cross examination? I
2 will be very brief.

3 CHAIRMAN CASHMAN: Please be brief.

4 MR. KLEBER: I will. Robb, I think
5 that letter stated that the construction starts
6 every day at 7 a.m. What are the Village rules
7 on when construction can start?

8 MR. MC GINNIS: 8 a.m.

9 MR. KLEBER: So that letter would be
10 wrong unless you ignore the rules and
11 enforcement, is that right?

12 MR. MC GINNIS: That's correct.

13 MR. KLEBER: And that letter also
14 indicated how homes were built lot line to lot
15 line. We have a proportional side yard setback
16 ordinance that creates side yards depending on
17 the width of the lot, is that correct?

18 MR. MC GINNIS: That's correct.

19 MR. KLEBER: So no house can be built
20 lot line to lot line, is that correct?

21 MR. MC GINNIS: That's correct.

22 MR. KLEBER: So would you say in your

1 professional opinion that there are a lot of
2 exaggerations in that letter?

3 MR. MC GINNIS: Maybe.

4 MR. KLEBER: Okay. Thank you very
5 much.

6 MR. MC GINNIS: Next from Robert
7 Verbiscer, 215 Center Street. I received the
8 notice about the potential for a temporary
9 moratorium on demolition permits or other
10 building/zoning approvals associated with the
11 demolition of homes deemed historically
12 significant. This note is to record my
13 disagreement with such a moratorium.
14 Furthermore, I disagree with any potential
15 restrictions or limitation on homes deemed
16 historically significant if said home was
17 purchased prior to such a designation being
18 applied. I don't believe it would be fair to
19 the owners of such a property to have their
20 options restricted by a designation applied
21 post- purchase.

22 More generally, I believe that

1 protecting historic homes in Hinsdale is not
2 something that should be done through
3 restrictions. There are already rules about
4 what can and cannot be done to a property in the
5 Village, and those rules should apply to all
6 residences (with exceptions as necessary.) If
7 there is a desire to encourage the preservation
8 of historic homes, I'd prefer to see incentives
9 as a way to motivate preservation rather than
10 restrictions to control what happens with such
11 properties. Property tax incentives may be one
12 method to accomplish this.

13 Finally, I appreciate the Village
14 of Hinsdale for its school system, its
15 geographical location relative to major points
16 of interest, the diversity of its architecture,
17 and of course the people who reside in the
18 Village. The fact that there are some homes
19 that may be deemed historic has never factored
20 in to my desire to live in this community, but I
21 recognize that some may have a different
22 opinion. Hence, if the community as a whole is

1 in favor of such preservation, I'd advocate for
2 incentives rather than restrictions.

3 Next we have one from Scrib
4 Ochsenschlger. Again, apologies on the names.
5 First, I am supportive of a moratorium if we
6 believe significant new information will be
7 developed. Having said that I am cautious
8 whether there is much new information to be
9 ascertained.

10 Second, I do not support any type
11 of restrictions on whether a home owner can
12 demolish his/her home. Those supporting such
13 restrictions should be required to purchase the
14 property at its fair market value if they want
15 to save the homes in question.

16 Third, I do support incentives for
17 the maintenance and retention of historic homes.

18 Finally, I believe we must be very
19 careful in balancing keeping historic homes with
20 the continued vitality that new homes often
21 bring to the Village including increases to the
22 tax base.

238

1 This is from J. T. Mapel of
2 124 East Walnut. We wanted to go on record in
3 strong support of the pending Demolition
4 Moratorium.
5 We are 25 year Hinsdale residents
6 and live in a home built in 1887 at 124 E Walnut
7 St. We raised three kids here and have lived in
8 Hinsdale long enough to realize the value of our
9 historic homes and neighborhoods.
10 There is a well known aura about Hinsdale of
11 beautiful blocks and a good numbers of homes
12 that carry the history of the community. We
13 believe the tangible feeling created by these
14 homes and neighborhoods translates to those
15 seeing Hinsdale with new eyes as a place of
16 character and family values. We know that that
17 creates a desirability to live in our Village to
18 those seeking a place to raise a family or just
19 enjoy a timeless place to live. New homes, that
20 are built everywhere else do not hold this sense
21 of historic sensibility in our view. This all
22 preserves the value of our homes and Village.

239

1 Anything that can be done to
2 preserve what is left of the historic character
3 of Hinsdale has our support and encouragement.
4 We would be happy to contribute in any way to
5 efforts in that regard. Please let us know if
6 There are needs that we could help to address.
7 Next is from Ashley Baird. It's a
8 preregister. My apologies, those are folded in
9 with these. Just everything received in date
10 order. Same thing here from Jim. Rob Miller,
11 who I think we heard from.
12 This is from Patti Heyne, 216 West
13 Grant Village Street. I am a resident of
14 Hinsdale and appreciate the character and unique
15 look of the Village provided by these historic
16 and architecturally significant homes.
17 Though, the expense of maintaining these homes
18 by their owners must be considered. I think the
19 Village needs to provide a relevant incentive of
20 some sort/reduction in property taxes, etc that
21 will draw buyers for these homes and give the
22 owner a reason to maintain their historic

240

1 beauty.
2 I am in favor of the moratorium.
3 This is from Tom and Marianne
4 Warren, 340 Hampton. We fully support a 180 day
5 moratorium on teardowns as well as any
6 subsequent zoning changes that would preserve
7 Hinsdale's historically significant homes.
8 Thank you for your consideration of this issue.
9 Next is from Jerry Mejdrich,
10 515 Highland Road, Hinsdale. We fully support a
11 180 day moratorium on teardowns as well as any
12 subsequent zoning changes that would preserve
13 Hinsdale's historically significant homes.
14 Thank you for your consideration of this issue.
15 Next is from Jason Gott at 115 East
16 7th Street. Good morning, I'm a recent arrival
17 in Hinsdale-my wife and I moved with our two
18 (now three) sons in November 2019. I write to
19 Support the moratorium and the re-evaluation of
20 the extant framework regarding historic homes
21 and buildings in the Village. Beyond adding my
22 family's support, I thought our perspective

241

1 might be helpful as a young family, new to the
2 Village.
3 From what I have gathered, it seems
4 that some affected homeowners have had a hard
5 time selling their homes and may believe that
6 their historic nature is an insurmountable
7 hindrance to that effort. I don't believe that
8 to be the case. I believe many home buyers,
9 including those in my generation, appreciate the
10 unique and beautiful characteristics of
11 Historic homes. Each home is different, and
12 numerous other explanations exist for long waits
13 in the market besides the lazy conclusion that
14 "the house is too old." The real estate market
15 has changed and is changing, particularly at the
16 price levels typical of Hinsdale homes. Further,
17 if the owner hasn't invested in keeping the home
18 somewhat updated with proper mechanicals and
19 desirable finishes, then the owner should expect
20 buyers to pay less than the seller might want,
21 in the expectation of what it will cost to catch
22 up on what is lacking. Certainly other factors

09:44PM

1 could be in play as to specific homes, as well.
 2 Indeed, we were under contract to
 3 purchase one of the historic homes currently
 4 subject to a demolition request, and we were
 5 very much looking forward to updating it while
 6 preserving its character. We had solicited bids
 7 for the remodeling work we envisioned and had
 8 nearly come to a decision on a contractor, when
 9 the seller terminated our contract to close a
 10 sale shortly after at a lower purchase price
 11 than what our contract provided. To be clear,
 12 the foregoing is not meant as a "sour grapes"
 13 monologue. In fact, we love the home where we
 14 landed and wouldn't reverse the ultimate
 15 outcome. I just intend to illustrate with a real
 16 example that options other than demolition very
 17 much exist and can be attained, so the relevant
 18 decision-makers should not feel like they are
 19 hamstringing home sellers. By revising the
 20 rules.

21 Please impose the moratorium to
 22 allow for reconsideration of the historic

1 preservation rules and help make safe the
 2 Village's heritage and character.
 3 This is from Ralph Homann,
 4 728 South Bruner. My grandfather, Henry Homann,
 5 came from Germany to court and marry my grandma
 6 and Hinsdale resident Minnie Biermann in 1910.
 7 In 1918 they ordered and built a Sears,
 8 delivered by train, house kit at 728 S.
 9 Bruner. About 10 years ago it was demolished but
 10 I still have wonderful memories and photos of
 11 it. (I was born in Hinsdale in 1939).

12 When I go biking I see the old
 13 historic house from York Rd., now in the Graue
 14 Mill parking lot, boarded up. That house, the
 15 mill, the old church on Grant and the Historical
 16 Society building and its collection near Grant
 17 Square is enough preserved history (including
 18 houses) for me. Ralph Homann.

19 Next is from Bryan Bomba. I object
 20 to the demolition moratorium.
 21 To perform a study of this type is reasonable,
 22 yet to impose a demolition moratorium is extreme

09:48PM

1 and oppressive.

2 Next is from Jeff and Lilly
 3 Holland, 723 South Lincoln. Hello.
 4 We are writing to oppose the moratorium
 5 proposed.

6 We think building new housing stock
 7 in Hinsdale contributes to a higher tax base and
 8 casts a wider net of potential people who might
 9 move to Hinsdale.

10 To us, trying to preserve the past
 11 while humanity moves forward seems destructive
 12 to our town and the potential our town has.

13 Lastly, a survey from 1999 seems
 14 quite antiquated given that we are in 2020 and
 15 the world continues to move forward.
 16 Sincerely, Jeff and Lili.

17 Next from Frank and Sue Swan. The
 18 Hinsdalean tells the story of teardowns and what
 19 they have done, and will do again if allowed to
 20 happen. The old buildings tell a true story --
 21 people worked and some noble homes were the
 22 result. To build is honor, to tear them down is

1 without honor. Please keep our Village
 2 honorable.

3 Next is from John Kayser at
 4 225 East 1st Street. I would like to comment on
 5 the proposed demolition moratorium. I live at
 6 225 E. First Street. I was born and grew up in
 7 Hinsdale. I lived in Hinsdale until I graduated
 8 from Hinsdale High School in 1967. My wife and I
 9 moved back into the Village in 1985 when we
 10 purchased our house on First Street. We are only
 11 the third owner of that house, built circa 1895.
 12 It was designated as a "significant" structure
 13 in the 1999 Hinsdale Reconnaissance Survey. On
 14 First Street, between Park and Elm, there have
 15 been four demolitions on that block while we
 16 have lived there. I was on the Historic
 17 Preservation Task Force in 1999. Even though we
 18 have invested significant funds in the house
 19 over the 35 years we've owned the house, we
 20 fully anticipate that our house will be
 21 demolished when we eventually sell it.

22 I very strongly oppose the Village

1 imposing the temporary moratorium on demolition
 2 permits. I think it is a good process and
 3 governance to study historic preservation as
 4 embodied in the Village's Zoning Ordinance and
 5 Village Code. I know there have been questions
 6 about the effectiveness of the Village's
 7 approach to historic preservation. However, I am
 8 not sure how ineffective it has been. Given the
 9 age of the Hinsdale's housing stock and the
 10 massive changes in technology that have occurred
 11 over recent decades, it is hard and very
 12 expensive to preserve a house in historic terms.
 13 (I can assure you from experience). In addition,
 14 people's desires and expectations have changed
 15 for what they want in a house. This is
 16 especially true for the people of means who want
 17 to live in a high quality community like
 18 Hinsdale.

19 In addition, I think there are
 20 questions as to the fairness of the historic
 21 preservation process as it has evolved
 22 piecemeal over the last two decades. That

1 deserves some study as well.
 2 My strong concern is that certain
 3 owners of non-landmarked structures
 4 ("significant" and "contributing") would lose
 5 rights during the moratorium period. That would
 6 be an unfortunate "regulatory taking", without
 7 compensation, during the review period and
 8 perhaps beyond. Someone trying to sell their
 9 house or to buy a house could be harmed by the
 10 uncertainty over the moratorium. I also
 11 anticipate that if changes from the study arise,
 12 it will take time for the changes to be
 13 incorporated into the Zoning Ordinance and the
 14 Village Code. That seems to me to practically
 15 extend the moratorium.

16 I interpret the process as assuming
 17 that there will be rule changes that will not
 18 allow certain demolitions that previously would
 19 have been allowed. Otherwise, why have a
 20 moratorium? The process will deprive
 21 homeowners of an existing right during the
 22 moratorium and the process to change the Village

1 Zoning Ordinance and Village Code. It seems to
 2 me that the study should be able to be done
 3 without the moratorium. It perhaps might take a
 4 little more time, but so be it. The change in
 5 the homeowners rights should be changed at the
 6 time that the Village's Zoning Ordinance and
 7 Village Code changes, and not before.

8 Thank you for the opportunity to
 9 comment.

09:53PM 10 CHAIRMAN CASHMAN: Hanging in there,
 11 Robb?

12 MR. MC GINNIS: So far so good.

13 This is from Audrey Curtin,
 14 122 West 3rd Street. I have lived in Hinsdale
 15 45 years. I OPPOSE the tear down moratorium.
 16 Like the old oak street bridge some.
 17 Structures need to be replaced. The Oak Street
 18 bridge was structurally sound and historically
 19 significant. The new bridge is better.

20 Respect for private ownership and
 21 private decisions is about preserving our
 22 heritage, our Village, and our way of life.

1 This is from Steve Carlson,
 2 16 Bonnie Brae. Please record my support for
 3 180 day moratorium on demolition so the Plan
 4 Commission can further consider the matter.
 5 Next from Erik, Erik and Rebecca
 6 Haass at 441 East 8th Street. I wanted to reach
 7 out to you to let you know that I completely
 8 support the proposed demolition moratorium in
 9 Southeast Hinsdale. My family and I moved to
 10 Hinsdale last July. We chose Hinsdale because of
 11 the charm of the town, the feeling of community
 12 and the picturesque nature of the Village-
 13 especially Southeast Hinsdale. We purchased a
 14 historic home in Southeast Hinsdale (441 E 8th
 15 St). We were horrified when the seller's agent
 16 told us that a developer was also looking at the
 17 property and wanted to knock down the house. We
 18 quickly scooped it up. Over the past year as
 19 we've had friends over and tradesmen to work on
 20 the house, everyone comments on how special our
 21 house is - from the slate roof to its
 22 resemblance to Snow White's cottage to its one

1 of a kind pocket door and trap door. We cherish
 2 our home and the love the charm of the other
 3 older homes around ours.
 4 We currently live 2 blocks away
 5 from the Dean house. When I saw that it was
 6 going to be tom down, I was devastated since it
 7 is so beautiful on the outside -it truly is one
 8 of the most spectacular homes in Hinsdale! I
 9 looked up the MLS listing and was horrified to
 10 see that the inside was beautiful too! Yes, it
 11 may have needed minor updating, but everyone
 12 puts their personal touch on a home when they
 13 move in. There is absolutely no reason for that
 14 home to be knocked down! And to replace it with
 15 yet another modem farmhouse. If we keep letting
 16 people come into our community and knock down
 17 all of our historical homes, we'll soon be
 18 Anytown USA, not the picturesque Village that my
 19 family fell in love with. Please support this
 20 moratorium!

09:55PM

21 Next is from Linda and Alan
 22 Pieczynski My husband, Alan, and I support the

1 moratorium to give the Village a chance to study
 2 the issue of losing historical buildings. We
 3 have seen most of the housing in Hinsdale
 4 replaced with no regard for history over the
 5 last 40 years. There are long term consequences
 6 that are more important than having another
 7 McMansion built. Having travelled extensively
 8 in Europe, we have seen that it is possible to
 9 preserve the beauty of the exterior of buildings
 10 even if the interiors are remodeled to modern
 11 standards. In my travels around the country
 12 teaching code enforcement, I have seen many
 13 communities that have been doing historic
 14 preservation for over a century and it adds to
 15 the appeal of the community when history is part
 16 of the culture.

17 Next we have one from William
 18 Thomas. Yes, there should be a six month
 19 moratorium on the demolition of homes in the
 20 Historic Robbins Park Historic District,
 21 buildings in the central business district,
 22 As well as other historically significant

1 properties in Hinsdale.
 2 It is imperative that the Plan
 3 Commission seriously work to save these historic
 4 structures which reflect the history and
 5 character of our community. There should be
 6 regulations aimed at promoting historic
 7 preservation with stronger zoning laws.

8 Why should we erase the old which
 9 is like removing history from a book?
 10 Perhaps some people don't care about the
 11 significance of the past history of Hinsdale as
 12 it has no meaning to them?

13 Why should Hinsdale become just
 14 another town west of the city like a modem
 15 subdivision?

16 Next we have one from Lisa McCarthy
 17 at 119 North Lincoln. My name is Lisa McCarthy
 18 and I live at 119 N Lincoln Street. I oppose a
 19 blanket demolition moratorium. While I
 20 understand the importance of maintaining our
 21 history and charm of the Village each demolition
 22 should be made on a case by case basis vs a

1 blanket moratorium. Times have changed in 20
 2 years and we can't let homes that have not been
 3 maintained stay as is.

4 Thank you and have a good evening.
 5 Next is from Tom Kerestes,
 6 619 South Monroe Street. To whom it may
 7 concern, I am writing today to voice my concern
 8 and opposition to the proposed Demolition
 9 Moratorium in Hinsdale.

10 While I appreciate the motive
 11 behind the proposal-to maintain the village's
 12 character, beauty, and historic charm - I
 13 believe the approach is being rushed, poorly
 14 planned, and ultimately could lead to more harm
 15 than good to our Village.

16 Alternatively, it is my belief that
 17 if the Village took the time to run an economic
 18 study, including a cost-benefit analysis, to
 19 properly determine the impact a move such as
 20 this would have on our Village and importantly
 21 our village's property values, than we could see
 22 more uniformity in the decision amongst the

1 various Village property owners. We should all
2 be aligned on doing whatever is necessary to
3 maintain the value of the properties in our
4 Village. Additionally, as a Village property
5 owner myself, I worry about giving any one group
6 - in this case the Historic Preservation
7 Committee - a louder voice in determining how I
8 design my own property. This is a dangerous
9 precedent to set, one which I believe would risk
10 a loss of property value in the Village.

11 Please listen to my concerns and
12 consider a slow-down on this inappropriately
13 rushed proposal. Thank you.

14 Chan, would you mind jumping in?

15 MR. YU: Of course. Thanks, Robb.

16 MR. MC GINNIS: Thank you.

17 MR. YU: All right. So I will read the
18 address if there is one, and I apologize in
19 advance for stumbling on names.

09:59PM

20 This one is from Diane Salach.
21 Good morning! I am a Realtor at @properties in
22 Hinsdale. My children are raising their families

1 a tear down moratorium. Please do the right
2 thing.

3 This one is from Anna Kladis. I'm
4 in favor of homeowner rights and I am expressing
5 my opposition to Hinsdale's proposed tear down
6 moratorium.

7 This one is from Thomas G.
8 Massouras. As a former Hinsdale Historic
9 Preservation Commissioner, my feeling on what
10 can be done is mixed; while on the Board, I
11 lamented that the Commission has very limited
12 power to really do much to stop the market
13 forces that deem new construction more important
14 and valuable than homes with historic
15 significance. The current trend is obvious; the
16 teardown of the 1st Street home after every
17 opportunity to save it was exhausted is case in
18 point. I agree that what remains after the three
19 homes up for demolition are gone are that the
20 remaining homes need to be somehow saved; the
21 question is how, given the modern trends of
22 housing today. I believe the ultimate solution

1 in town where I have sold real estate for 30+
2 years. I feel it is almost/if not illegal to
3 direct property owners what they may or may not
4 do with their homes. It should NOT be up to a
5 few who formed a committee many, many years ago
6 what homeowners are allowed to do with their
7 land. Some may choose to rebuild their homes
8 that are obsolete at an outrageous cost....

9 others may choose to build a NEW beautiful home
10 on a lush lot in Hinsdale. The cost to some will
11 be unattainable... even in SE Hinsdale. Whatever
12 they choose to do is their right as citizens and
13 property owners. Our community does not need
14 this during the crisis.. The world should be
15 diverse including taste in homeownership. Please
16 do not allow a few to rule others thoughts and
17 dreams of what their homes should be. Thank you
18 for addressing this issue.... please keep in
19 mind that property owners rights. Have a great

10:00PM

20 day! Diane
21 This is from Joseph Bublitz. I am
22 in FAVOR of homeowner rights and I am OPPOSED to

1 is to waive permits and fees for homes of a
2 certain age or significance for upgrading,
3 making them more attractive to keep, and giving
4 them additional marketability when they are on
5 the market. Without a leveling of the playing
6 field, these homes will be lost.

7 This one is from Ben Burnett. Dear
8 Village of Hinsdale, I am writing in strong
9 opposition of the proposed (temporary)
10 moratorium on demolition, to be discussed in
11 public hearing tomorrow.

12 I am a homeowner at 121 East
13 Walnut, in one of the affected zones.

14 Briefly, I have the following
15 comments and concerns 1. First, I don't
16 believe there is an problem to be addressed. You
17 note a survey that is over 20-years old. Having
18 lived in Hinsdale for over 30 years, I have not
19 heard any complaints about new building altering
20 the character of the town. I don't see some
21 'wave' of demolitions. And I don't see any
22 groundswell of support.

1 2. Second, "too late!" That is,
 2 the process by which old houses are from
 3 time-to-time torn down to be replaced by new has
 4 been going on for well over 30 years. I moved
 5 into my current home in 1982, from a not her
 6 home on Lincoln Street (also in the affected
 7 zone). The buyer of that home tore it down in
 8 1982. So why is it that 28 years later, the
 9 Village proposes restrictions - seems like this
 10 process has been ongoing for a long time and it
 11 is punitive to impose a restriction now, on the
 12 remaining homeowners.

13 3. Third, I believe new
 14 construction has been tasteful, appropriate to
 15 lot sizes, and in keeping with the character of
 16 the community. The new construction is in no way
 17 blighting the community. The new houses
 18 "contribute to the Village's character, beauty
 19 and historic charm" too.

20 4. Fourth, I believe the proposal
 21 is too broad. You seem to note there are homes
 22 that are in one of three classes: Landmark

1 so slow as be un-needed. The rate of change is
 2 slow enough you should study whatever you want
 3 without imposing restrictions now. Make the
 4 case, THEN impose the cost, not the other way
 5 around. Second, I fear that is a tactic to get
 6 de facto what you can't get de jure.

7 8. Last, I see no evidence that the Village is
 8 following the voice of its community. It seems
 9 like the Trustees, Plan Commission are "making
 10 this up", rather than responding to an
 11 identified and pressing issue. So, "no" to
 12 temporary moratorium; "no" to pursuing any
 13 further in any case. Regards.

14 This one is from Brent Davidson. I
 15 am writing this letter to talk about the
 16 Piemonte family. They are great people who
 17 deserve the right to fix their home that is not
 18 salvageable. They would be a great resident to
 19 the Hinsdale community. I am a nurse at Hinsdale
 20 Hospital currently. Thanks for your time. Brent
 21 Davidson.

22 This one is from Helen Muich.

1 status; historically significant; and
 2 historically contributing. To apply a
 3 prohibition to all seems to be too broad.
 4 5. Fifth, and speaking personally, I can't see
 5 how my home counts as any of the above. It had
 6 an addition put on prior to my buying it in
 7 1992, so that it does not have its original
 8 construction, size, or design.

9 6. Sixth, I believe imposing a
 10 restriction of tear-down is a taking of value.
 11 As a homeowner, if the highest and best use of
 12 my home is to tear it down and rebuild (within
 13 code), I (or a buyer) should be free to do so,
 14 (as homeowners in Hinsdale have done for
 15 decades). I believe that should only done with a
 16 compelling and specific public interests (like
 17 in eminent domain), yes, but not a general and
 18 blanket statement about the 'character' of a
 19 town, and not without compensation.

20 7. Seventh, to counter an argument that may be
 21 made, I don't believe a 'temporary' moratorium
 22 is warranted. First, the rate of tear downs is

1 Hello, I am emailing you to let you know I
 2 oppose Hinsdale's proposed tear down moratorium.
 3 This is not right thing to do. I support
 4 homeowner rights. Thank You. Helen.

5 This one is from Anna Parker. Good
 6 Afternoon, I hope your week is off to a good
 7 start!

8 I wanted to write to share my view
 9 on the topic of Hinsdale imposing a tear down
 10 moratorium.

11 I love history and the magic
 12 historic homes possess, but if the structure is
 13 destroyed and uninhabitable, I am in favor for
 14 demolishing. It serves no purpose if people
 15 cannot live in it. Furthermore, if a property
 16 was purchased and cannot be moved into because
 17 of mold or structure damage, the person who
 18 purchased it should 100% be able to exercise
 19 their rights as a homeowner and decide how they
 20 will proceed in inhabiting the home/land they
 21 bought.

22 This one is from Natalie

1 Pieczkowski. I support the proposed moratorium
2 to protect Hinsdale's historic homes.

3 This one is from John Peccia: I'm
4 in favor of homeowner's rights and I am opposed
5 to a teardown moratorium.

6 This one is from Kimberley
7 Petersen. To whom it may concern,
8 I grew up going to my grandparents in the
9 Woodlands (305 Hillcrest) and I must say the
10 community has changed significantly.

11 I beg you to pass the tear down
12 memorandum and as a community work towards
13 perseverance of these historical beauties.

14 This one is from Scott Seyfarth. I
15 am writing to strongly urge against the tear
16 down moratorium that has been proposed for
17 certain properties in Hinsdale.

18 If you think back to when Hinsdale
19 was farmland and houses were sparse, imagine
20 what a shock it was to have the new "Craftsman"
21 (among other types) of homes and Village streets
22 show up. It was called progress. It followed the

1 natural homes progression are not of our built
2 civilized today to world. Technology improves,
3 styles change and amenities are developed.
4 Homes are not built today to last forever. They
5 certainly were not built dozens of years ago to
6 last forever either (to a lesser extent in
7 fact). Fire codes have changed, fire
8 preventative technology has improved and overall
9 efficiencies have become enhanced with modern
10 day building materials and techniques. 100 years
11 from today, there will continue to be
12 modifications to how we build and suit our ever
13 progressing lifestyles.

14 Without further elaboration on
15 improving the living conditions of the homes,
16 might I add that there should be freedom to
17 improve your own land within a REASONABLE set of
18 zoning guidelines, predominantly set up around
19 safe and proven building technologies.
20 Architectural styles and choices have always
21 been personal preferences and to force the
22 opinions of a few on the masses is simply an

1 invasion of freedom.

2 I hope that a reasonable discussion
3 will take place surrounding the free choice that
4 should be available to protect Hinsdale's
5 ability to attract residents. The more
6 restrictions, the less people will want to move
7 to Hinsdale. There are plenty of people who can
8 buy an old house and work with the worn out and
9 antiquated structures to improve them if they
10 desire. It should not be a mandate from a public
11 entity. Thank you! Scott.

12 This one is from Renee Cain. I am
13 in favor of the homeowners rights and opposed to
14 tear down moratorium.

15 This one is from Angelica DiLallo.
16 I am in favor of homeowners rights and am
17 opposed to a tear down moratorium.

18 This one is from Lisa Cruz. To
19 whom it may concern, I am a Realtor with RE/MAX
20 Suburban who has clients who have purchased
21 properties in Hinsdale. I am writing this email
22 in favor of Homeowners Rights. When a homeowner

1 purchases a property, they should have the right
2 to do with the property what they see fit to
3 make it safe for their family and also do it in
4 the most economical way to accomplish their
5 goals. Please use this email in consideration of
6 Homeowners Right to tear down.

7 This one is from David Salazar.
8 My name is David Salazar. I currently live in
9 Roselle. I was raised in BENSENVILLE where I
10 watched my Fathers house his sole possession
11 along with a home that I owned a block away be
12 taken away by O'Hare airport expansion. I sir am
13 in favor of homeowner rights...

14 This one is from Lane and Jennifer
15 Gibson. We are NOT in favor of a tear down
16 moratorium. We are in favor of home owners right
17 to choose. Thank you.

18 This one is from Nancy Jaimez.
19 Good afternoon. I am in favor of homeowners
20 rights and am opposed to a tear down moratorium.
21 Thank you.

22 Nathan Nash. I'm in favor of

10:09PM

1 homeowners rights and am opposed to a teardown
2 moratorium.

3 This one is from Megan McCleary.
4 To whom it may concern, I am a Hinsdale resident
5 and also a local real estate broker. I am
6 writing to express my concerns about the
7 Proposed Village moratorium. It concerns me that
8 the village/Hinsdale preservation society would
9 like to control what can and can't be done with
10 someone's private property.

11 I love the character and beauty of
12 our town. I can appreciate the beauty of both
13 old and new homes. Buyers who have the desire to
14 improve an older home are doing so. However,
15 many of the older homes are don't offer what
16 buyers want today, have deeply deferred
17 maintenance and can. Be very difficult to sell.
18 These owners at some point need to be able to
19 sell their homes. If a tear-down is what is
20 going to help them move on to the next phase in
21 their life, they should be able to do so. If
22 someone truly wishes to preserve their home,

1 Molfese and I am the new homeowner at
2 322 W 2nd Street Hinsdale, IL. I am just
3 emailing you to let you know that I am strongly
4 against the tear down moratorium... If someone
5 decides to sell a home that was neglected for
6 years in Hinsdale it shouldn't be the new
7 homeowners problem. You guys let homes pass in
8 the historical district all the time but NOW
9 it's an issue?! This is horrible for the town!
10 Let it go! Don't let the homeowners who
11 purchased these homes for MILLIONS of dollars be
12 restricted on what they can or can not do with
13 Their home that was already neglected by the
14 last homeowner. Too many homes have already been
15 torn down and rebuilt in this district that I
16 don't even think it's a historical district
17 anymore. These new home are the future of
18 Hinsdale and the reason Hinsdale is one of the
19 most desirable towns in Illinois. Don't let the
20 few in the historical group be the
21 Reason you won't let residents invest millions
22 to make Hinsdale better. Do the right thing...

1 they have can choose to landmark their home. Let
2 the choice be the homeowners.

3 The report referenced is 20+ years
4 old. Many of those homes have no architectural
5 distinction and should not be on that list.
6 We are facing many challenges right now both
7 from a health and economic standpoint. I urge
8 you... please do NOT approve the moratorium.
9 Thank you.

10 This one is from Casey Cleveland.
11 I am in favor of homeowners rights and am
12 opposed to a tear down moratorium.

13 This one from Marta Padin. To whom
14 it may concern, As homeowners we have rights. We
15 are in favor of homeowners RIGHTS, and are
16 opposed to tear down moratorium.

17 Our voices are out there and need
18 to be heard and supported, especially at times
19 like these. Do the right thing.

20 Thank you for your time.

21 My name is Joncarlo Molfese,
22 322 West 2nd Street. My name is Joncarlo

1 Hinsdale Homeowner.
2 This one is from Sanjay and Sonja
3 Gill, 936 Taft Road. I support the proposed
4 moratorium to protect Hinsdale's historic homes.
5 Thanks so much!

6 All right. This one is from John
7 Paoella. To whom it may concern, I am the
8 owner of 736 S Park. We had hoped to build a
9 home on the property. For personal reasons we
10 decided not to build. We have children and
11 grandchildren living in Hinsdale. It was a major
12 disappointment. This past couple of years our
13 surrounding neighbors have been very
14 understanding. It's important to the neighbors
15 and myself that J Jordan starts construction on
16 a home on this property as soon as possible. The
17 existing home is an eyesore and in serious
18 disrepair.

19 I am strongly opposed to a
20 moratorium on tear downs. Tear downs attract new
21 people to Hinsdale. Many with people building
22 families. Families that already live in the

10:10PM

1 Hinsdale community that want to build new homes
2 as their families grow and are provided an
3 opportunity to stay.

4 Thank you for understanding! Best.

5 This one is from Dorothy DiMedio.

6 Hello. We are in favor of homeowners rights and
7 are opposed to a tear down moratorium. Thanks
8 in advance.

9 This one is from Shannon

10 Weinberger. Members of the Plan Commission,
11 As a longtime owner of a landmarked home in the
12 Village, a member of the Historic Preservation
13 Commission, and a dedicated supporter of
14 Hinsdale and its history, I deeply support the
15 proposed moratorium. I urge you to allow the
16 Village time to come together to do what is
17 right in protecting our significant and
18 contributing historic structures in the Village.

19 If we continue as we have, our
20 Village will lose its unique; distinctive story
21 that defines who we are as a community and is
22 the reason why we all chose Hinsdale as our

1 home. Thank You. 239 East Walnut Street.

2 This one is from Patricia Weber. Dear
3 Trustees of the Village of Hinsdale,
4 Thank you for requesting public comments on the
5 Demolition Moratorium. I am in agreement that
6 there should be a moratorium on demolishing
7 historically significant or contributing homes
8 in Hinsdale.

9 My family moved to north Washington
10 Street in 1982, and then to North Lincoln Street
11 in 1990, so I have lived through the
12 longstanding debate about tearing down older
13 homes in Hinsdale. While I respect a homeowner's
14 right to create what he or she considers to be
15 his or her dream home, it is obvious that part
16 of the desirability of Hinsdale as a
17 Community is the beauty of its architecture,
18 especially the architecture of many of its older
19 homes. I would like to see clear guidelines and
20 designations for homes that should be preserved
21 so that this debate can be settled equitably for
22 all stakeholders. Lifestyles in 2020 are very

1 different from the 1940s, when each of my homes
2 were built, so I would not object to being
3 lenient on the interior renovations, while

4 maintaining the integrity of the exteriors of
5 the designated homes. Sincerely, Patricia Weber

6 This one is from Robert and Ruta
7 Jensen at 215 North Grant Street. To: The
8 Village of Hinsdale. We support a moratorium on

9 demolition permits to allow time for discussion
10 and development of appropriate regulations to
11 protect viable historic buildings in the
12 Village. We appreciate the varied architecture
13 of Village homes and businesses.

14 This one is from Christian McCoy.
15 I am completely against teardown moratorium. Do
16 not take our homeowners rights.

17 This one is from Amy L. Peckam. I
18 support the proposed moratorium to protect
19 Hinsdale's historic homes. Thank you.

10:16PM 20 This is from Amy Trojecki. Please
21 note that I strongly oppose a moratorium on new
22 construction or renovations in Hinsdale. Towns

1 that do not allow renovations or new
2 construction eventually look run down. The
3 moratorium will impact property values. Hinsdale
4 is a beautiful community because people invest
5 money into their homes and landscaping. Let them
6 invest. Also, a property owner should be able to
7 decide what they want to do with their property.
8 Imposing a moratorium would set a bad precedent.

9 David Cunningham, 400 West Hickory
10:16PM 10 Street. I am writing you in opposition to the
11 proposed moratorium. As a resident of Hinsdale
12 for nearly 25 years, we have seen many beautiful
13 residential developments throughout the town.
14 Limiting property owner rights beyond the
15 existing building code requirements would not
16 only be detrimental to specific property owners
17 but would hurt all residents by limiting the
18 potential positive developments for the overall
19 town of Hinsdale. Thank you for your
20 consideration.

21 Rebecca Moore of 106 East 8th
22 street. VOH Plan Commission, Please add my

1 voice to those strongly in favor of the
 2 demolition moratorium. I have only been a
 3 Hinsdale resident for less than 4 years, but
 4 have lived in the general area for the last 20.
 5 From the first time we toured neighborhoods,
 6 Hinsdale has been my benchmark. I fell in love
 7 with the lovely old homes, and those not so old
 8 but with such distinctive character. I cannot
 9 tell you how many times strangers and residents
 10 have stopped their cars, stood on the sidewalk
 11 in front of our home, taken pictures, and rung
 12 our doorbell to tell us how gorgeous we are.
 13 I am beyond distressed that in only the last 4
 14 years, the landscape has changed so very much.
 15 The beautiful properties on Oak Street now
 16 facing teardown is incomprehensible. I realize
 17 that not everyone wants to live in a Victorian,
 18 but so much can be done to an interior without
 19 sacrificing the stunning exteriors that are
 10:17PM 20 widely associated with Hinsdale demolition
 21 moratorium. Thank you for your consideration.
 22 Okay. One more. This is from

1 not fit in at all with the feel of our
 2 neighborhoods, like the contemporary one that
 3 was recently built on Garfield between 6th and
 4 7th Street. The people on the planning
 5 commission should have strong veto power on
 6 architectural drawings that do NOT fit into our
 7 Village landscape BEFORE its too late.
 8 However, with respect to the large
 9 mansions in southeast Hinsdale that are on the
 10 chopping block, these represent something even
 11 more valuable to the Village. These homes
 12 should be preserved. I feel that it would be
 13 great to offer incentives to buyers to keep the
 14 original look and allow them to do some updates
 15 to preserve these special homes. But nobody
 16 should just be able to randomly buy one of these
 17 homes and tear it down at will without having
 18 great scrutiny by the Village. Often it is too
 19 late before someone says something. So I am
 20 saying it now: PRESERVE THE LOOK AND CHARM OF
 21 OUR Village! Once gone, these homes can never
 22 be replaced. We strongly object to these homes

1 Kirsten Cunningham. I am writing this in
 2 opposition to the proposed moratorium in
 3 Hinsdale. I believe the decision should be up to
 4 the property owner what they want to do with
 5 their property. There are many beautiful homes
 6 that have been built and renovated in Hinsdale
 7 and I believe it should continue to be the right
 8 of the property owner.
 9 Thank you for your consideration.
 10 Robb, do you want to jump in?
 11 MR. MC GINNIS: Yes. Next we have
 12 Patrick and Mary Bower at 620 South County Line
 13 Road. We live in southeast Hinsdale, on County
 14 Line Road, not far from the three proposed homes
 15 up for demolition. These homes all characterize
 16 the history and charm of our Village, and
 17 individually each one is a jewel in the crown of
 18 our village's architecture. Too many homes of
 19 historic value are being taken down and replaced
 20 by McMansions that do not preserve the look and
 21 feel of our Village. Occasionally some homes
 22 are even being replaced by structures that do

1 in southeast Hinsdale being torn down. Place a
 2 moratorium on demolitions of properties with
 3 historic value!!
 4 Next we have one from Mark Miner at
 5 25 South Stough Street. My name is Mark Miner.
 6 I live at 25 S. Stough St. in Hinsdale and have
 7 lived in the home since 1977. My home is listed
 8 in the Scattered Sites attachment in the 1999
 9 Hinsdale Reconnaissance Survey. I have the
 10 following comments.
 11 I support a temporary demolition
 12 moratorium to study what can be added to the
 13 Village code to protect the many single-family
 14 homes that contribute to the Village's
 15 character, beauty and historic charm.
 16 I think it is key that the study
 17 group adopt a mission statement to guide its
 18 work.
 19 In addition to the Plan Commission,
 20 Historic Preservation Commission and/or Village
 21 Board of Trustees to conduct the study, I wish
 22 to add that a representative from the Hinsdale

278

1 Historical Society Board of Directors be made an
2 active participant of the study group. I've been
3 volunteering as a researcher for the plaque
4 program and have appreciated the work the
5 society has done to document the house histories
6 in the past and the re-established program.

7 There are many additional
8 single-family homes not listed in the 1999
9 survey that contribute to the historic charm of
10 Hinsdale, and that do not necessarily qualify as
11 a home with architectural significance, such
12 that the 1999 survey results should not be the
13 end all in determining how many and which
14 structures are within the scope of the study and
15 which new guidelines or policies should apply. I
16 think the standards going forward could be
17 relaxed from those used in the 1999
18 Survey. An example of a house I am familiar with
19 is at 3 S. Quincy, which has a Papenhausen
20 heritage.

21 It seems to me that the Village
22 commissions responsible for the protection of

279

1 the village's historic charm could have done
2 more in terms of protecting the village's
3 historic charm as evidenced by the large number
4 of tear downs in the Village in past years and
5 that many of those teardowns are of homes that
6 have recognized historical significance, e.g, as
7 evidenced by having received a Hinsdale
8 Historical Society recognition plaque. I am
9 actually surprised that this proposal for a
10 Temporary moratorium is coming up again, as I
11 thought this was addressed years ago to manage
12 and limit the teardowns. Considering this, I
13 recommend including in the study's scope a
14 review of what protections were put in place in
15 the past that apparently have not held up or
16 have not been sufficiently robust to stem the
17 teardown tide and manage the protection of
18 historic homes.

19 I recommend that the study include
20 a discussion of how the responsible commission
21 can be a partner with the home owner and support
22 the home owner in coming to a renovate versus

280

1 teardown decision. A current case in point is
2 the former jewel of a home at 114 S. Stough
3 which has been written up in Hinsdale's history
4 books but is continuing to sit and left to rot
5 and be infested with raccoons. The house is
6 currently up for sale, but it is likely now that
7 the cost to renovate exceeds the cost to start
8 over. Maybe the Village has been participating
9 in the protection of this home behind the
10 scenes, but the Village should strive to remove
11 whatever barriers may have caused this house to
12 fall into ruin to apply to cases in the future.

13 Regarding my own home, I'm not
14 planning any major renovations in order to save
15 money for our retirement needs. I plan on
16 continuing to maintain it, but the next owner
17 will probably have to put some money into it. I
18 doubt the house would be a candidate for a tear
19 down, but who knows in 10 years.

20 Last, if there is a need for home
21 owners with homes in the 1999 survey to
22 participate in an upcoming study as test cases,

281

1 I'd be happy to lend some of my time.

2 This is from Chad Wrigley.

3 I am writing in strong support of a demolition
4 moratorium on historical teardowns and the
5 larger issue of protecting historically
6 significant homes within our community. One of
7 the reasons my family moved here in 2018 was for
8 the character of the homes that line our
9 streets. I believe that character would be lost
10 if teardowns of historic homes continues without
11 oversight.

12 This is from Chris and Jackie
13 Stent. My husband and I own a home at 231 E
14 Sixth, Hinsdale, IL. Our home is over 100 years
15 old and has been maintained over the years. We
16 do believe in renovation and preservation when
17 possible AND ONLY IF DESIRED by the current.
18 Homeowner. It is not always prudent or cost
19 effective to restore an older home, so the
20 Village (and neighbors/fellow Hinsdale
21 residents) SHOULD ABSOLUTELY NOT be allowed to
22 dictate the rights of the property holder. It

1 simply runs completely counter to our rule of
2 law.

3 We would like it noted that WE
4 ABSOLUTELY DO NOT support the Demolition
5 Moratorium.

6 This is from Bari Kesner. I am
7 opposed a teardown moratorium.

8 This is from Laila Alamuddin. My
9 husband and I moved to Hinsdale in 2011 to be
10 close to our son and family who had moved here
11 from the city for the schools.
12 Having lived in historic Princeton NJ I was
13 pleasantly surprised not to be surrounded by
14 McMansions and cookie cutter homes. The historic
15 homes, the Tudor homes, the Zook homes as well
16 as the Sears Robuck homes offered us a wonderful
17 glimpse of the history of the Midwest.
18 To remove these homes would be extremely sad.
19 We would like to support all measures to protect
20 the "architecturally significant and sound
21 historic homes and buildings" in this town. I
22 still cannot believe that the movie theater was

1 abandoned, though before my time.
2 These measures will keep us strong and keep our
3 community vibrant.

4 This is from Diane Dean, I am
5 writing to support the proposed moratorium to
6 protect Hinsdale's Historic Homes.

7 This is from Barbara Staren Feldman
8 at 720 South Elm. To the dedicated Zoning
9 Committee and Board of Trustees for the Village
10 of Hinsdale: My parents Mr. And Mrs. Edgar
11 (Mary Jo) Staren purchased 230 E. First Street,
12 the home Penny and John Bohnen currently occupy
13 in the early 1960's from the original owners,
14 the Paul Butler Family. Although I was very
15 young, the memories of living and growing up in
16 that beautiful home are indelibly etched on my
17 brain and part of my history. MY history, my
18 families' history; history only important to few
19 others and me. When we moved out of 230, the
20 Kay/Key family moved in. They put their stamp on
21 the home, making it their own as it should be.
22 Was I sad to see come of the changes,

1 absolutely. But the home no longer belonged to
2 us it was theirs; creating their own history.
3 They removed a stunning stained glass window in
4 the center of the second floor balcony and
5 replaced it with a large wood window framed box
6 that remains there today. Not my taste, and it
7 wouldn't have happened if we still lived there.
8 But it was now their home. Even today, as I
9 drive past 230 E. First St., I envision the
10 stained glass window that was once a focal point
11 of the front of the home. More and very
12 significant changes have been made by the
13 Bohnens. I still see the home I lived in and
14 not the changes that have taken place. This is
15 their home and their personal decisions. All of
16 these changes are the right of the owner who
17 purchase the home and wish to make it their
18 property and the place they spend their fives.
19 If 230 E First St. Were demolished and a new
20 home built on the property, new history is made.
21 It's called progress. Is it disappointing at
22 times, yes of course, but it's part of being an

1 American and living in a free country. The only
2 thing we can count on for sure is change. A SELF
3 APPOINTED, NON ELECTED 'Historic Certification
4 Consultant with a survey FROM 1999 does not have
5 the authority to advise our Village Trustees who
6 ARE ELECTED officials acting for the PEOPLE OF
7 THE Village, of their personal opinion of how to
8 save the face of our Village.

9 A moratorium on demolition of
10 PRIVATE PROPERTY, whether deemed significant or
11 another category, TYING UP THE FREEDOM OF CHOICE
12 BY TAX PAYING HOME OWNERS IN THESE ESPECIALLY
13 TROUBLING AND DIFFICULT TIMES is
14 unconstitutional, irresponsible and selfish. If
15 under the most irregular of circumstance this
16 might be considered and more ridiculously
17 passed, the lawsuits would be fast and furious
18 against the Village and the Trustees, and
19 absolutely result in a favorable decision for
20 the property owner resident. A needless waste of
21 Village funds when our Village is already
22 strapped financially. How is it logical that a

1 stipulation with catastrophic consequences can
 2 possibly be imposed on a homeowner of a property
 3 that was NOT imposed at the time they purchased
 4 their home? How could it possibly be legal or
 5 ethical to discern the difference between a
 6 'significant' or 'contributing' home and those
 7 that do not meet those standards to say
 8 'significant' and 'contributing' should be saved
 9 and preserved and those not significant and
 10 contributing are expendable? That is
 11 discrimination.

12 Living in the Village of Hinsdale
 13 or any other Village, is different from a
 14 property where there is a Home Owners
 15 Association or HOA. When you buy and live in an
 16 Association, you are contractually obligated to
 17 abide by the by-laws set up by the homeowners'
 18 Association. They are written and implemented by
 19 the board of the HOA and residents must request
 20 and often submit plans of the changes they wish
 21 to make on their property if they are
 22 significant. There is no HOA in the Village of

1 Hinsdale, and it would be absurd to try and
 2 impose such rules on property owners when the
 3 homes, property sizes, longevity, personal
 4 opinions and financial wherewithal of each
 5 resident is just that, personal.

6 My family has lived at 720 S. Elm
 7 St. For almost 20 years. As I said I grew up in
 8 this town, I love it. I love the uniqueness of
 9 the homes and the Village, I remember stores in
 10 town that no one else does.... (Reineke's Market
 11 anyone. Where Einsteins Bagel currently
 12 resides?) I remember the big snowstorm of 67
 13 that and a tornado that ripped through our
 14 Village and knocked down a towering Elm tree
 15 onto the roof of 230 E. First St., as my
 16 Parents and siblings waited out the winds in the
 17 root cellar. Memories. My memories. They mean
 18 nothing to anyone else because no one knew about
 19 them until I just voiced them in this letter.
 20 And so it would be if 230 E. First St. Or 720 S.
 21 Elm St was to be torn down and new lovely homes
 22 were built onto the property. New chapters, new

1 memories.

2 Next Ashley Killpack of 3517 Spring
 3 Road. I was born and raised in Hinsdale and I
 4 support the the proposed moratorium to protect
 5 Hinsdale's historic homes.

6 This is from John Mangan at 16 West
 7 5th. Dear Commission and Board members,
 8 We have owned and lived at the property at 16 W.
 9 Fifth St. Since early 1988 and strongly object
 10 to any moratorium on the issuance of demolition
 11 permits to any property owner or any restriction
 12 on the use of our property in any respect that
 13 doesn't apply to ALL property in the Village.
 14 When we received the letter advising of this
 15 proposal indicating that restrictions would
 16 apply to properties designated as historically
 17 "significant" or "contributing" in the 1999
 18 Hinsdale Reconnaissance Survey. We went to the
 19 document and were surprised to find that our
 20 home is listed as "significant". Certainly no
 21 one ever bothered to contact us or really looked
 22 at the exterior of our home. If they had they

1 would have found that the picture from the
 2 1800's of our home versus the structure today is
 3 vastly different. There have been major
 4 structural changes to the property over the
 5 years. To base any decision on a document that
 6 is 20 years old without ever bothering to
 7 contact the owners is both arbitrary and absurd.
 8 The reality is that over the last 30 years I
 9 Would bet that 50-60% of the housing stock in
 10 the Village has been replaced or significantly
 11 changed. Now you want to treat us differently?
 12 The value of our property may be in the land
 13 alone.

14 If the Village wants to dictate
 15 what we can do with our property in an arbitrary
 16 and unequal fashion then you need to follow the
 17 laws of eminent domain because you taking away a
 18 property right of ours which has a significant
 19 economic impact.

20 We're not sure what we're going do
 21 in the next 180 days but any long term
 22 restriction based upon these criteria will be

1 met with litigation from us.
 2 Next from Kay and Fred Krehbiel at
 3 505 South County Line. Kay and Fred KREHBIEL
 4 strongly favor the moratorium. We hope during
 5 this period the Village will be able to develop
 6 a comprehensive plan which will protect the
 7 historic homes in the Village while being fair
 8 to the owners and recognizing their property
 9 rights. This is always a difficult balance but
 10 one other communities have successfully
 11 achieved.

12 The historic homes are what
 13 together with our Village center give HINSDALE
 14 its very special atmosphere and recall and
 15 preserve the past history of the community. They
 16 differentiates the Village from so many
 17 neighboring communities which do not have the
 18 gracious stock of historic homes. They represent
 19 the development of the community and the people
 20 (and their fascinating life stories) who came
 21 before us.

22 This is from Sara Opler, 714

1 Cleveland Road. Hi - This is Sarah Opler of 714
 2 Cleveland Road, Hinsdale, IL 60521. My husband,
 3 Eddie, was born and raised in Hinsdale, and we
 4 support the proposed moratorium to protect
 5 Hinsdale's historic homes.

6 Laura Laplaca and Craig Culbertson,
 7 726 South Elm Street. Dear Commissioners-
 8 This is in reference to your consideration of a
 9 180-day moratorium on demolitions of certain
 10 homes in the Village. Our home is in the Robbins
 11 sub-division and is deemed "S" (significant) in
 12 the 1999 historic survey conducted by the
 13 Village and, as such, would be subject to the
 14 moratorium. In our opinion, a moratorium on
 15 demolitions (prompted entirely by the
 16 unfortunate timing of three historic
 17 Homes), is simply an unnecessary step to take.
 18 Given the current economic climate, the real
 19 estate market is hardly "hot" and it is unlikely
 20 that historic homes will be flying off the
 21 market. The Village can certainly consider
 22 incentives for maintenance of historic homes

1 over the next few months without the imposition
 2 of a moratorium. I would note that this is not a
 3 new problem or concern in Hinsdale and
 4 Discussions about incentives and ways to
 5 maintain historic homes is not a new one. The
 6 fact that the Village has failed to act on this
 7 matter up until this point should not be a
 8 burden that homeowners of these homes should
 9 have to shoulder.

10 While we have no intention of
 11 selling our home anytime soon, we are very
 12 concerned that after owning our home for 30
 13 years, the value of it would be significantly
 14 diminished (even further than the current COVID
 15 crisis and the continued increased property
 16 taxes already have) by the institution of
 17 Rehab or demo guidelines by the Village. To
 18 institute unilateral and arbitrary restrictions
 19 on homes that were purchased without such
 20 restrictions is an inappropriate use of
 21 government power. We believe such restrictions
 22 would constitute an illegal taking by the

1 Village and a violation of the constitutional
 2 property rights of the homeowner. Any such
 3 restrictions would certainly be successfully
 4 challenged in court. We are in agreement that
 5 incentives on rehabs of historic homes are an
 6 appropriate solution to try to keep classic
 7 historic homes from being demolished and believe
 8 that this should be the direction that the
 9 Village takes on this matter.

10 In addition, by the standards
 11 stated in the survey, our home does not seem to
 12 fit the category in which it has been placed due
 13 to modifications that we have made to our home
 14 over the past 30 years. It should be noted that
 15 this survey is over 20 years old and much has
 16 changed in those intervening years it is
 17 certainly possible that the designation of homes
 18 on that list might be different now than
 19 they were in 1999. At the very minimum, this
 20 survey should be updated and revised to reflect
 21 the current inventory and designation of homes
 22 in the Village.

1 We love our home and the historic
 2 nature of this Village and our street. Over the
 3 years, we have done everything to rehab our home
 4 and maintain it and hope that someday a new
 5 family would do the same. But, as our largest
 6 asset, we just can't afford to have our hands
 7 tied when someday we want to sell it. The
 8 Village should consider this matter seriously
 9 taking into consideration the concerns and
 10 Attendant rights of the homeowners of these
 11 homes.

12 Thank you for your time and
 13 consideration of this matter.

14 This is from Michael Keeley of
 15 234 South Quincy Street in Hinsdale. I reside
 16 at 234 S. Quincy Street in Hinsdale. I strongly
 17 oppose the demolition moratorium. The moratorium
 18 will harm property values and stifle development
 19 in a time when local economies are attempting to
 20 rebound. As a community we should strive to
 21 ensure private property is put to its highest
 22 and best uses. Thank you.

1 This is from Jennifer Reenan. My
 2 husband and I own the Orland Bassett house on
 3 Sixth Street. We are restoring this incredible
 4 Home after a terrible fire because we consider
 5 ourselves to be custodians of history and beauty
 6 as well as titleholders of a personal property.
 7 Owning and maintaining an older home obviously
 8 requires a special commitment of time and
 9 attention. However, we take seriously the
 10 responsibility of living in a Historic District
 11 and felt an obligation to rebuild as one of many
 12 families that have stewarded the Bassett house
 13 through the decades.

14 Sadly, little protection is given
 15 to Hinsdale's historic districts in terms of
 16 what can and cannot be built in them. Such
 17 districts (found across our nation) are by
 18 definition composed of historically and
 19 Architecturally significant buildings.
 20 Architectural details unique to a particular
 21 time period lend each district its character and
 22 charm. The character of our neighborhood, once

1 filled with homes built in the late 19th and
 2 early 20th centuries, is being steadily eroded
 3 under current regulations and will suffer a
 4 serious blow with the loss of the homes
 5 currently slated for demolition.

6 Razing a structurally sound
 7 historic building is almost never appropriate
 8 for a Historic District. In Hinsdale,
 9 designating demolition as "inappropriate" means
 10 next to nothing as a practical matter. A
 11 Temporary moratorium on the demolition of
 12 historic properties will enable us to
 13 thoughtfully determine, together as citizens,
 14 how to balance the valid concerns of each
 15 property owner with the benefits we all enjoy
 16 from having distinct and beautiful historical
 17 architecture on our streets and lanes.

18 Next this is from Jen Chillo of 525
 19 East 3rd. She would like to email in support of
 20 the moratorium. Please consider saving these
 21 beautiful historic homes and help preserve the
 22 rich architecture that we all appreciate so

10:39PM

1 much.

2 Next from Curt and Doreen Moody.
 3 We've been here for over 25 years and have so
 4 valued the diversity of homes in our community.
 5 We don't want to see it diluted with the
 6 continued March of builders tearing down
 7 perfectly, or imperfectly good homes. Our home
 8 was honored some years ago for the way we kept
 9 the original charm yet modernized and added on.

10 Let's preserve the character of
 11 Hinsdale and whom ever approves the terribly
 12 poor plans that are causing more water flowing
 13 into yards and homes needs to develop a spine
 14 with these builders or better understand the
 15 engineering. It's clear Hinsdale just can't
 16 handle the issues associated with bigger homes
 17 and less ground to absorb the water.

18 As an example right now I'm looking
 19 at a poor solution, a bandage to this kind of
 20 problem on 6th and Bodin because of the water
 21 being pumped by the latest tear down on Monroe
 22 into an alley with no drains.

1 This is from Susan Driscoll, Tom
 2 and Susan Driscoll, 844 South Garfield. We are
 3 proponents of renovation and preservation;
 4 however, property rights should not be
 5 compromised. The Hinsdale real estate market is
 6 gaining strength despite the challenges from
 7 Covid19. We have to ensure that changes are not
 8 made which negatively impact the economic state
 9 of our Village. We believe that incentives
 10 (e.g., zoning variances) could be developed to
 11 promote renovation, but a moratorium is not
 12 necessary to enact these changes.
 13 We are writing to OPPOSE the
 14 proposed temporary moratorium on the issuance of
 15 any demolition permit or other building or
 16 zoning approvals involving the demolition of any
 17 single-family home or building within the
 18 Village that either has landmark status or is
 19 one of the homes within the Village deemed to be
 20 historically "significant" or "contributing" in
 21 the 1999 Hinsdale Reconnaissance Survey prepared
 22 by Historic Certification Consultants.

1 beautiful and continues to add to the
 2 neighborhood charm.
 3 For many families, financially, it
 4 would make more sense to start a home from
 5 scratch rather than try to make a very old home
 6 with old amenities that simply don't work in the
 7 21st century into a home that fits their
 8 lifestyle. These homes are not museums. They
 9 need to be lived in. The Village took the Zook
 10 home and made it into a museum at Katherine
 11 Legge. If the Historical Society wants to do
 12 the same with other homes, they should feel free
 13 to purchase the home and do so. But the tax
 14 increase we just received on our recent build
 15 tells us that if you want to continue to attract
 16 new and younger families into our neighborhood,
 17 they need to be a loud to build a home that
 18 functions for their family. Thank you.
 19 This is from Carl Curry at 740
 20 South Elm. As a 40 year resident of Hinsdale
 21 and the owner of a home identified by the local
 22 historical society as significant, I am

1 We have lived in Hinsdale for over
 2 20 years in two different homes. Our property
 3 taxes have increased significantly. Families
 4 need to be able to life in a home for today's
 5 current environment. For those families who
 6 wants to knock down a home (to build another
 7 beautiful home) either because renovating an
 8 older home would either cost too much to
 9 renovate or because a footprint that worked many
 10 years ago simply doesn't work now because of the
 11 many modern materials available today, they
 12 should be able to do so.
 13 We walk all parts of this Village
 14 and see many different homes - that is the
 15 beauty of our town. We do not see this beauty
 16 being taken away by older homes being replaced
 17 by newer ones that financially aesthetically
 18 make more sense. Many homes that were built in
 19 the last 20 years look like they could have been
 20 here much longer. We certainly cannot tell
 21 whether a farmhouse was built recently or built
 22 100 years ago, but we can see that the home is

1 extremely disappointed by the decisions and
 2 actions over the past decade regarding housing
 3 in our town. Not only are we tearing down our
 4 town's treasures, we are replacing them with
 5 overbuilt insignificant architecture that
 6 generally decrease lots' green spaces, something
 7 that made Hinsdale so special. We spend a great
 8 deal of time on the north shore as our daughter
 9 lives in Winnetka and their community has an
 10 entirely different perspective. They value their
 11 historic structures and it is demonstrated on
 12 almost every street. Tear downs are almost non-
 13 existent. In those rare occasions where there is
 14 new construction it integrates much better than
 15 what we see in Hinsdale, not only in design but
 16 also in size relative to the nearby existing
 17 homes and the lot it stands on. I find it ironic
 18 that we want to be compared with north shore
 19 communities when it comes to schooling, crime,
 20 and health criteria - why have we lost sight of
 21 that with our housing, an attribute that should
 22 Ire near the top of the list. At one time, we

302

1 had just as distinctive homes as Kenilworth,
 2 Winnetka and Lake Forest. We've lost many
 3 already and ultimately, we're in jeopardy of
 4 losing them all. I'm curious who convinced our
 5 Village leaders that this is right thinking; for
 6 a community with a proud history that nearly
 7 spans two centuries, our historical landmarks
 8 speaks to our reverence and what we value in our
 9 community. Therefore, I vigorously support the
 10 moratorium and recommend that our public
 11 servants use the time to review housing best
 12 practices and regulations in 200 year old
 13 communities like ours on the north shore - we
 14 are truly fortunate to have them nearby. I would
 15 also recommend that reviews be made of villages
 16 on the east coast that are close to 300 years
 17 old - that's important because Hinsdale will be
 18 there before not that long. Our Village planners
 19 and board should be preparing for the future and
 20 thinking about Hinsdale 2-3 generations from
 21 now. How do we maintain our strong sense of
 22 history and values through our architecture

303

1 while moving forward is the critical question.
 2 Besides understanding the rules and regulations,
 3 we should be most interested in these
 4 community's leaders mindsets. What makes them
 5 Successful balancing the different needs within
 6 their towns and what independent leadership is
 7 necessary to drive the change. As an example,
 8 the leaders who believe that Hinsdale. Is on the
 9 right course today should not be part of the
 10 Review - it's not in our best interests and they
 11 will not be objective. Thanks for providing
 12 opportunities for feedback. Hinsdale is a
 13 wonderful town; if this long standing issue gets
 14 addressed, it will secure its place for the next
 15 100 years.

16 This is from Michael Rooney.
 17 My wife & I have been residents of the Village
 18 for over 20 years. We are opposed to the Village
 19 of Hinsdale's Proposed Demolition Moratorium;
 20 Application A-14-2020. We are in favor of
 21 preserving & protecting property rights.
 22 This is from Peggy Sayre. Please

304

1 pre-register me for the demolition moratorium
 2 hearing.

3 Please provide an incentive to
 4 potential homeowners to minimize red tape in
 5 when deliberating renovating instead of
 6 demolishing an historic home in Hinsdale. Based
 7 on discussions with local attorneys as well as
 8 home owners who want to renovate, the costs of
 9 renovating are far greater and too time
 10 consuming working with current restrictive
 11 zoning codes.

12 Each home owner should be able to
 13 make his/her own decision on how to use their
 14 land no matter where the home resides. Further,
 15 if there is a list of homes which cannot be torn
 16 down, that could bring down property values
 17 since it is proven buyers prefer new/newer
 18 homes.

19 This is from Ashley Sackley. To
 10:46PM 20 whom it may concern: I support the proposed
 21 moratorium to protect Hinsdale's historic homes.
 22 And she is at 341 Ravine Road.

305

1 This is from Michael and Patricia
 2 Nelson at 424 North Monroe. We are writing in
 3 support of the measures to preserve and protect
 4 the character of the community.

5 The Village is already scarred with
 6 the tell tale design periods of faux chateau,
 7 modern farmhouse, and Pottery Barn manor. They
 8 are nothing more than expensive tract housing.
 9 Soulless and sterile.

10 We chose to reside in Hinsdale for
 11 it's historic architecture and pride of place,
 12 having owned older homes in other states which
 13 were cared for and curated by previous owners
 14 over decades and centuries.

15 Old does not mean obsolete. Pausing
 16 180 days to address what might be forever lost
 17 seems a prudent proposal for the Plan Commission
 18 to pass.

19 This is from PJ Huizenga of
 10:47PM 20 630 South Oak. Dear Village of Hinsdale Plan
 21 Commission, I live at 630 S. Oak Street. I
 22 purchased a very old house that could have been

1 considered "Historic", and built a timeless
2 white oak, shingle house on the property. I
3 think property owners should have a right to
4 tear down homes and rebuild. I think Hinsdale
5 should enhance their review board for what's
6 allowed to be built so that new homes fit the
7 traditional look of the neighborhood. Neighbors
8 should be given colored renderings of proposed
9 homes with time to submit comments to the review
10 board - this process will stop modern houses
11 that don't fit in the look of the town.

12 I am a proponent of renovation and
13 preservation; however property rights cannot be
14 compromised.

15 Do you want to take a few?

16 MR. YU: Thanks, Robb.

17 This one is from Michelle Reale.

18 To whom it may concern: I'm in favor of
19 homeowners rights and opposed to a teardown
20 moratorium.

10:48PM

21 This one is from Laura Alter,
22 410 West Hickory Street. I would like to voice

1 Respectfully, Jeffrey E Simmons.

2 This one is from Corlyn Simmons.

3 Dear Chris Bruton and Dear Christine Bruton and
4 Hinsdale Village Board, I am writing in support
5 of a demolition moratorium. I am a 22 year
6 resident of Hinsdale. I have experience in old
7 home preservation as we have restored our
8 current home built in 1932. The architect was
9 Philip Duke West. Mr. West was the architect for
10 many buildings including Hinsdale Furriers,
11 Hinsdale Bank and Trust, the current police and
12 fire departments and the water reclamation
13 department just to name a few. He also designed
14 over 40 homes in Hinsdale, several of which have
15 already been torn down.

16 I would like to see the Village and
17 the Historic Preservation Commission develop a
18 plan to incentivize historic homeowners and
19 buyers to restore them instead of tearing them
20 down. These incentives could include helping
21 homeowners in the tedious tax freeze process,
22 reducing the cost of remodel permits and placing

1 my opinion on the considered moratorium on
2 teardowns in the Robbins Park Historic District,
3 and potentially other areas of Hinsdale. I
4 believe that the homeowner should have the right
5 to do, within reason, what they determine is
6 best for their needs to their own home.

7 I believe that older houses will
8 sit on the market forever, home values would
9 decrease, and the nature of our Village would
10 change if this moratorium would come to
11 fruition, Many of the homes that are being built
12 today will be around for another hundred years.
13 They're more efficient, less costly to maintain,
14 are more eco-friendly, and are unique and
15 beautiful. I oppose the moratorium.

16 This one is from the Robert W.
17 Dere, 227 West Monroe Street, Suite 1900. Dear
18 Chris Bruton, Village Board, I'm in favor --

19 I'm sorry. That was the company
20 name, sorry. I will get the name later.

10:49PM

21 I'm in favor of demolition
22 moratorium for the Village of Hinsdale.

1 priority on remodel permits over new
2 construction permits.

3 I would also like to see both the
4 Village and the HPC recognize and reward homes
5 that have been saved. Let's showcase these homes
6 for the unique and one of a kind beauty they
7 are.

8 This Village is quaint, welcoming
9 and beautiful. A large part of that is the
10 historical nature of the homes. We need to
11 Make sure we are not being short sighted and
12 doing irreversible damage by allowing homes to
13 be so quickly torn down. Let's show homebuyers
14 that old homes can be remodeled with modern day
15 conveniences and keep the character that makes
16 them one of a kind. Respectfully,
17 Corlyn Simmons.

18 This one is from Tamara Oweis Hi.
19 This is an email to support the supposed
20 moratorium to protect Hinsdale's historic homes.

10:51PM

21 This one is from Kristina Salamone.
22 I grew up admiring the beauty of Hinsdale's

1 historic homes. I have many fond childhood
2 memories of riding my bike on the brick roads
3 with my parents. We spoke of historic homes as
4 we rode.

5 My memories became family
6 traditions. Which I have passed down to my 3
7 children.

8 My daughter who will be entering
9 HMS in the fall dreams of being an architect
10 when she grows up. We cherish our quarantine
11 walks and have grown extra close speaking of all
12 the gorgeous architecture in our town. This is
13 our towns charm.

14 There are too many stories to
15 continue to share on our walks. We are still
16 building our memories that tie this town
17 together by speaking of the Victorian
18 architecture.

19 Hinsdale's historic homes are the
20 roots of our community. In order for a plant to
21 grow and flourish, you would never pull its
22 roots. Please don't pull our towns roots.

1 "I support the proposed moratorium
2 to protect Hinsdale's historic homes."

3 This one is from Kelly Knapp.
4 Please don't let them tear down these beautiful
5 amazing old houses. My House is from 1894 and it
6 has so much charm and character. Please keep
7 this in our community.

8 Joan Zajeski. To whom it may
9 concern, I am an interior designer in town and
10 have worked and socialized in many homes all
11 over Hinsdale. I believe it is the homeowners
12 right to do with their homes as they wish. We
13 are all different-that's what makes the world an
14 interesting place. And we should all have the
15 right to live how we want and build the home of
16 our dreams wherever we want. I understand there
17 are certain aesthetics Hinsdale would like to
18 uphold but telling people they can't build a
19 home on a property they already own in certain
20 parts of Hinsdale is just plain wrong and
21 Extremely unfair. I hope you can find a way to
22 compromise so that everyone can be happy living

1 here. We have a diverse community and that's a
2 beautiful thing.

3 Karen and Kevin Boyle, Dear
4 Committee, While we both have renovated two old
5 houses in Hinsdale, arguably both tear downs, we
6 are completely opposed to the proposed
7 moratorium.

8 We believe strongly that it should
9 be up to the decisions of the homeowners.
10 Thank you.

11 Peggy Callahan. I am writing to
12 let you know that I am opposed to the moratorium
13 on tear downs that is currently being considered
14 in Hinsdale. I believe that the property owners
15 should be able to determine if they want to
16 renovate or build new construction. Sincerely,
17 Peggy Callahan.

18 Jim and Diane Nelson, 232 South
19 Clay Street. I am writing to oppose the
20 temporary 180 day moratorium on the issuance of
21 any demolition permit or other building or
22 zoning approvals involving the demolition of any

1 single family home or building within the
2 Village that either has landmark status or is
3 one of the homes within the Village deemed to be
4 historically significant or contributing. Home
5 owners should be allowed to determine what they
6 want to do with their property and not third
7 parties based on some designation unless the
8 Village is going to compensate existing home
9 owners for the negative impact on their property
10 value as a result of the designation or
11 moratorium.

12 Andrew Hulett, 833 South Oak
13 Street. To whom it may concern:
14 I wanted to write in and express that I do not
15 support implementing a moratorium on tear down
16 projects within the Robbins Park neighborhood of
17 Hinsdale. While some homes may indeed have
18 elements that represent years past, I feel that
19 the benefits of renewing the neighborhood
20 through new builds outweighs the benefits of
21 waiting for a buyer to invest significantly to
22 update an older home.

1 In addition, I feel that newer
2 construction commands a higher price - which
3 helps keep the sales prices of all homes in
4 Robbins Park higher. The new builds also sell
5 faster which keeps homes from sitting and
6 becoming run down looking affecting the
7 neighborhood as a whole.

8 Lastly, I feel that discontinuing
9 tear downs presents a security risk to the
10 residents of the neighborhood. I have been made
11 aware that someone was living at the 736 S Park
12 address as it has stood vacant. And the more
13 vacant homes that are standing - the more
14 opportunity there would be for those to be
15 occupied by those who do not live there.
16 Thank you for hearing out my concerns.

17 This one is from Dr. Sigfusson.
18 Please accept this letter for consideration of
19 the open demo permit.

10:56PM 20 This one from Paul and Becky
21 Sigfusson, 311 East 7th Street. Dear Village of
22 Hinsdale Plan Commission: We write this letter

1 in support of the home replacement plans for
2 641 S Elm St, which happens to be our immediate
3 neighbor to the west. We have lived at our
4 property since 1986. My wife grew up in home in
5 question: 641 S Elm St. House from 1963 until
6 1979. Her mother lived there from 1963 until her
7 death in April 2018.

8 As a family, we all loved that home
9 and considered keeping it in the family, until
10 we dissected the possibilities of rehab. The
11 last 10 years, minimal upkeep and investment
12 where placed in the home. The family's original
13 hope was to sell to a "family" that would do a
14 total rehab, restore and upgrade the interior to
15 match the outer shells stately elegance. For
16 years, several friends and locals comment on how
17 that home has always been one of their favorites
18 in Hinsdale! After professional evaluation, what
19 we quickly realized was that the kitchen, family
20 room and basement where inadequate for today's
21 lifestyle and required prohibitive costs to
22 correct. Paramount to that, the single HVAC

1 system and the failing windows and plumbing was
2 Extremely out dated. Our conclusion was that
3 what was required to bring the home up to
4 Today's standards, we would be investing a
5 million dollars. That was too risky, considering
6 the limitations of the layout and existing
7 basement. It was apparent, that tearing down was
8 the best option. Mrs. Bere the longtime owner,
9 herself admitted during her final years the
10 destiny of her home was to demolish it.
11 We eventually made the decision to place the
12 home "for sale". After a year on the market,
13 100% of the serious buyers where motivated only
14 for "tear downs" purposes, we found no
15 Rehabbers willing to undertake the project.
16 Homes have life-cycles, this one has worn thru
17 its cycle, and its best outcome will be to start
18 Over and build a home that will last the next
19 100 years.

10:57PM 20 This one from Kathy and Alex
21 Javois. To whom it may concern: Keeping it
22 simple: We have lived here thirty years (in four

1 homes, new and old) and we appreciate
2 Preserving the past but also see the importance
3 of knowing the ingredients that sell Hinsdale.
4 These ingredients are namely the location, the
5 schools, and our beautiful homes. In a time
6 where Illinois is not a popular place to dwell,
7 as evidenced by data that shows it has lost
8 population for the 6th straight year, don't slap
9 the hand that feeds you. If there are people
10 willing to improve the quality of homes as well
11 as pay the inflated taxes, these people ARE
12 preserving Hinsdale.

13 Currently, we are creating a page
14 in history with the loss of over 100,000
15 Americans due to COVID, unemployment at an all
16 time high, and Illinois' financial crisis
17 burdened by the fact that it has lost
18 More residents than any state this decade. It is
19 not a time to turn away the efforts of our
20 town's architects and builders. Their desire to
21 create beautiful homes that charm the hearts of
22 families and bring new residents should not be

1 thwarted just because the thought is new
2 construction prevents preserving the past.
3 Trying to find happy home dwellers during these
4 times that will pay Hinsdale taxes will
5 realistically be a larger issue if it is
6 impossible for builders to create new homes that
7 reflect the needs of buyers in these modern
8 times. Respectfully, Kathy and Alex Javois

9 This one is from Jane Blumquist.

10:58PM

10 Christine, please see attached for my written
11 comments in opposition to the Demolition
12 Moratorium. Rob, thank you in advance for
13 reading my letter aloud at the meeting.

14 Here is the letter. Dear Commission

15 Members: I submit this public comment in
16 response to Application A-14-2020 (the "Proposed
17 Moratorium") which contemplates a "Village-wide
18 temporary moratorium" on the demolition of
19 certain properties. I believe someone could
20 assert that my home could be subject to the
21 Proposed Moratorium because it is listed as
22 "significant" in the 1999 Hinsdale

1 Reconnaissance Survey.

2 As 36-year members of the Hinsdale
3 community, my husband and I are surprised and
4 disappointed to learn that the Village of
5 Hinsdale would consider any initiative that
6 could place devastating financial burdens on
7 potentially several hundred homeowners in order
8 that passers-by can be reminded of Hinsdale's
9 "historic charm." Unstated in the May 22, 2020
10 hearing notice is the highly questionable
11 implication that a demolition restriction could
12 provide some infinitesimal increase in the
13 property values of other homes unaffected by the
14 policy. Not only are there likely much better
15 ways to try to improve property values across
16 the community, but limiting demolition
17 (temporarily or permanently) could reduce
18 property values, instead. It is especially
19 troubling for the Commission to pursue such an
20 initiative during the current period of economic
21 vulnerability, as the Proposed Moratorium will
22 limit the financial flexibility of the affected

1 minority of homeowners just when access to real
2 estate equity value might be most necessary.

3 I. The Proposed Moratorium will
4 render many affected properties unsellable.

5 Notwithstanding its charming
6 appearance to passers-by, our house is
7 unfortunately deteriorating at an accelerating
8 pace. This should come as no surprise, since -
9 like other homes subject to the Proposed
10 Moratorium - some of it is almost 130 years old.
11 For example, I recently experienced a compound
12 fracture requiring surgery, hospitalization, and
13 weeks of immobilization on account of stairways
14 which are becoming unsafe with age. The house's
15 foundation has been hopelessly weakened, letting
16 in water at every major rainfall. Though we do
17 the best we can with upkeep, I could fill pages
18 with a litany of structural deficiencies and
19 design mistakes that I won't burden my comments
20 with here.

21 We have long planned to move to
22 safer space, but medical and other restrictions

1 have delayed us. Soon, we will not have a
2 choice, however, as the home will require
3 increasing new financial investment to
4 adequately maintain - investment that we will
5 not be able to afford. A complete update could
6 require astronomical sums and likely be more
7 expensive than building a new house on the land.
8 No rational buyer today would put that kind of
9 new money into the existing structure.

10 As a result, without the ability to
11 demolish and replace the frail and aging house,
12 the real estate will almost certainly be
13 unsellable. Even though the Proposed Moratorium
14 is for only 180 days, the stated purpose of the
15 Proposed Moratorium is to consider more
16 permanent demolition restrictions, among other
17 things. As such, no property listing or other
18 marketing of our real estate would be possible
19 during the moratorium given its long-term
20 implications on a buyer's ability to construct a
21 safe home on the land. Many of the other
22 properties affected by the Proposed Moratorium

1 will be similarly unsellable, and basic
2 economics dictates that those that can be sold
3 will have to transact at lower prices.

4 2. The Proposed Moratorium risks
5 eliminating the equity value in affected
6 properties like ours and causing our family
7 great financial hardship.

8 Without the ability to sell our
9 property and recover the equity we have built up
10 in the real estate over decades, the Village
11 could effectively wipe out a significant portion
12 of our net worth, with all of the concomitant
13 impacts to our ability to provide adequate
14 health care for my husband. In addition to
15 potentially zeroing out the equity value of the
16 real estate, the Proposed Moratorium (and the
17 ordinances it is expressly designed to
18 potentially implement going forward) could force
19 us to devote a significant portion of what is
20 left of our other savings to keep the existing
21 structure in whatever condition we could. We
22 need these nest-egg funds to pay for expensive

1 left of our other savings to keep the existing
2 structure in whatever condition we could. We
3 need these nest-egg funds to pay for expensive
4 medical treatments and provide for us in the
5 future. (My husband, a former Village Board
6 Trustee, Plan Commission member, and Zoning
7 Board member, has been fighting advancing
8 Parkinson's disease for 16 years.) And despite
9 potentially pushing us towards great financial
10 hardship, the house would inevitably continue to
11 deteriorate under an ongoing demolition
12 restriction to the point that it might not be
13 salvageable even with a blank check.

14 3. The Village can accomplish
15 long-term aesthetic and architectural goals
16 through other means that do not disenfranchise a
17 minority of community homeowners.

18 There are less draconian means to
19 preserve the Village's appearance that do not
20 involve financial devastation to homeowners such
21 as me and my husband. Zoning powers allow for
22 architectural discretion, among other things.

1 medical treatments and provide for us in the
2 future. (My husband, a former Village Board
3 Trustee, Plan Commission member, and Zoning
4 Board member, has been fighting advancing
5 Parkinson's disease for 16 years.) And despite
6 potentially pushing us towards great financial
7 hardship, the house would inevitably continue to
8 deteriorate under an ongoing demolition
9 restriction to the point that it might not be
10 salvageable even with a blank check.

11 Without the ability to sell our
12 property and recover the equity we have built up
13 in the real estate over decades, the Village
14 could effectively wipe out a significant portion
15 of our net worth, with all of the concomitant
16 impacts to our ability to provide adequate
17 health care for my husband. In addition to
18 potentially zeroing out the equity value of the
19 real estate, the Proposed Moratorium (and the
20 ordinances it is expressly designed to
21 potentially implement going forward) could force
22 us to devote a significant portion of what is

1 Placing the cost of aesthetic pursuits with
2 questionable community benefits on the backs of
3 a minority of homeowners when other alternatives
4 exist or could be instituted strikes me as
5 arbitrary and misguided. In the particular case
6 of seniors like us, for the Village to
7 prioritize "historic charm" over my husband's
8 access to the care he needs and potentially
9 hasten his death would be inconsistent with the
10 values of the Hinsdale community that we have
11 contributed to for so many years. Moreover,
12 these disproportionate burdens may not even
13 achieve the preservation that the Village seeks
14 in the first place for homes too worn down to be
15 salvaged, such as ours.

16 4. The Proposed Moratorium could
17 have adverse economic consequences for the
18 Village as a whole.

19 Although unstated in the call for
20 public comment, it may be the case that, if
21 there are any proponents of the Proposed
22 Moratorium, they believe that limiting

326

1 demolition to the identified minority of homes
 2 has an economic benefit to homes that are not
 3 affected by the restrictions.

4 First, even if such a presumption
 5 were true, shifting economic value from certain
 6 citizens who live in older homes to those who do
 7 not strikes me as an arbitrary taking. It
 8 certainly would not be consistent with the
 9 community values Hinsdale has rightly been so
 10 proud of over the decades that we have lived
 11 here.

12 Second, it seems highly
 13 questionable that limiting demolition
 14 (temporarily or permanently) of certain holder
 15 homes would necessarily achieve any economic
 16 benefit. Indeed, the Proposed Moratorium could
 17 have the opposite effect and depress prices
 18 across Hinsdale, instead. For example, the
 19 Proposed Moratorium could lower demand because
 20 potential buyers may not want to move to
 21 Hinsdale for fear that the Commission or other
 22 government body would pursue similar arbitrary

327

1 policies in the future that would adversely
 2 affect their property value. The Proposed
 3 Moratorium may also signal to potential buyers
 4 that Hinsdale is an antiquated community opposed
 5 to modernization - today it is preventing
 6 upgrading homes, but tomorrow perhaps (arms of
 7 the Village government will push back against
 8 progress in technology, communication, or
 9 transportation.

10 Third, as is the case with our
 11 house, older homes require increasing investment
 12 to prevent dilapidation and maintain the "charm"
 13 that proponents contemplate would benefit my
 14 neighbor's property values. As demonstrated
 15 above, some homeowners may not have the
 16 necessary resources to maintain that "charm," or
 17 there may be many homes that cannot be kept
 18 standing at any cost. Preventing demolition of
 19 such dilapidating homes depresses the value of
 20 other real estate in the community.

21 5. The timing of this initiative is
 22 highly inappropriate. To effectively limit

328

1 certain homeowners' abilities to transact their
 2 properties during a pandemic and devastating
 3 economic recession seems like especially
 4 capricious timing merely to prioritize the
 5 "character" of neighborhood architecture. Like
 6 nearly everyone else, our savings have been
 7 significantly reduced by the ongoing recession,
 8 which may get worse as the full impact of the
 9 COVID-19 pandemic plays out over the coming
 10 months. I cannot understand why the Commission
 11 would pursue the Proposed Moratorium at such a
 12 volatile time for financial markets and the
 13 community as a whole.

14 In a broader sense, the timing of
 15 this initiative is also troubling because it
 16 perversely penalizes the homeowners who
 17 appreciated Hinsdale most and stayed in the
 18 community longer - long enough to now become
 19 subject to the Proposed Moratorium and its
 20 potential long-term implications that would
 21 reduce or eliminate the real estate value of
 22 their older homes. Had we sold our property a

329

1 few years ago, for example, we would not now be
 2 facing these terrifying potential financial
 3 consequences.

4 As noted, my husband and I are
 5 36-year members of the Hinsdale community. Our
 6 circumstances and concerns are likely not
 7 unique. Hopefully our perspective will inform
 8 the Commission of certain damaging collateral
 9 impacts of the Proposed Moratorium that it has
 10 not to this point fully appreciated. Sincerely,
 11 Jane Blumquist.

12 This one is from Donna Coffey. To whom
 13 it may concern, I'm in favor of individuals
 14 purchasing land deciding for themselves what
 15 they will do.... renovate or tear down and
 16 rebuild.

17 It is most often not cost effective
 18 to renovate an older home. I think incentives in
 19 this area or tax breaks may help.

20 I also believe the focus should be
 21 more about what is going up rather than what is
 22 coming down. Regards.

1 Tracy Zoberis. Dear Village
 2 President Cauley, Thank you and our Village of
 3 Hinsdale Plan Commission for reviewing the
 4 proposal to instill a temporary moratorium on
 5 the issuance of a demo permit on any home or
 6 building that has landmark status, or listed as
 7 one of the "significant" or "contributing" homes
 8 in the 1999 Hinsdale Reconnaissance Survey. We,
 9 like so many other residents, believe Hinsdale's
 10 appeal has much to do with its varied
 11 architectural and historical home and building
 12 styles.

13 Our home at 430 East Third Street
 14 was designed in 1936 by famed architect R.
 15 Harold Zook, and was noted in the 1999 Survey
 16 and deemed as significant with a historic
 17 rating. Five years ago, we embarked on a nearly
 18 two year effort to renovate and expand upon this
 19 signature home to meet the needs of our young,
 20 growing family. We realize not all
 21 Homes can be saved; we looked at many historic
 22 and/or older homes, and under the guidance of

1 our Realtor and architect, were able to
 2 determine this home as the right fit for us and
 3 our vision. Too many homes had fallen so far
 4 Behind under unintentional neglect that to bring
 5 them up to code and modern living was
 6 impossible. We also realize this is not for
 7 everyone; we acknowledge the considerable
 8 amounts of time, energy, resources, and money we
 9 had to put forth, and in all honesty, it would
 10 have been cheaper/easier in all considerations
 11 to have torn down and built anew. But, with the
 12 right incentives, allowances, and especially
 13 education provided to homeowners/potential
 14 homeowners during the lengthy and expensive
 15 design, permit, build, and approval process, it
 16 perhaps wouldn't seem as daunting, and we'd lose
 17 less historic homes. We sincerely are honored to
 18 have been a part of preserving Hinsdale's charm
 19 and beauty through our home renovation and
 20 expansion, and wish more could and would desire
 21 to experience that distinction.

22 Lastly, I would appeal to the

1 Historic Preservation Committee to review ALL
 2 new home designs, regardless of whether they
 3 affect a home that has been landmarked, or even
 4 those which affect "significant" or
 5 "contributing" homes. Again, there is a freedom
 6 to build what a person desires, but with more
 7 education and support during the initial design
 8 and permit process, it may help ensure what IS
 9 being built integrates critical historical
 10 details and elements, and a complement to what
 11 is prevalent through the charm of Hinsdale's
 12 streets. This would also ensure that the new
 13 builds are consistent with our overall Village
 14 aesthetics and other homes, and also varied as
 15 to their placements on the blocks and/or
 16 immediate neighborhood... this area can support
 17 only so many modern farmhouses on one block
 18 before we lose our appeal.

19 Thank you, our community, and the
 20 Hinsdaleans for Historic Preservation, for
 21 taking the time and effort to preserve our
 22 heritage! Sincerely.

1 Allison Rago, 211 West Birchwood,
 2 Hinsdale. Good evening, Christine,
 3 My name is Alison Rago and I was born and raised
 4 in Hinsdale and am now raising my own family in
 5 Hinsdale.

6 I am emailing you to share that I
 7 support the proposed moratorium to protect
 8 Hinsdale's historic homes.

9 I truly find it appalling that so
 10 many beautiful historic homes in Hinsdale have
 11 been torn down over the years. My mother, Linda
 12 Schulz, spent many years volunteering for the
 13 Hinsdale Historical Society and helped to
 14 preserve many of the historical homes and
 15 Immanuel Hall. The historical homes in Hinsdale
 16 are truly one of the best things about living in
 17 Hinsdale and I believe they should be preserved
 18 for their beauty and character.

19 Allison Rago. Hello, I'm
 20 preregistering for the moratorium. Thank you.

21 Maria Shepherd, I support the
 22 proposed moratorium to protect Hinsdale's

11:12PM

334

1 historic homes. Maria Shepherd if I wasn't
2 clear.

3 Joanne Collias. I support the
4 proposed moratorium to protect Hinsdale's
5 historic homes. Thank you.

6 Jim Prisby. Christine, Please add
7 me to the list of those attending. Thank you.

8 Rebecca Haass. Hi, I would like to
9 be able to dial into the call tonight and speak
10 in favor of the moratorium.

11:13PM

11 Thomas and Amy Prame, 318 South
12 Garfield. Good morning Christine. My husband and
13 I would like to attend the Plan Commission
14 hearing tonight to support the Moratorium that's
15 happening in Hinsdale. Thank you.

16 Jen Reenan, 794 South Elm Street.
17 Hi, I'd like to pre-register for the moratorium
18 discussion today.

19 This one is from Nancy Harvey, same
20 thing, preregistration for the meeting.

21 This one is from Becky Langbein,
22 preregister to speak at the meeting, June 10.

335

1 Mary Baumann Jawor. Dear members
2 of the Village of Hinsdale Plan Commission,
3 Many thanks for your extensive efforts to bring
4 this issue of a planned demolition moratorium to
5 everyone's attention and allow for public
6 comment.

7 While I totally agree with the idea
8 of having historic homes in the Village
9 preserved to highlight the past character,
10 beauty and historic charm that existed at a past
11 point in time, I would strongly encourage you to
12 consider what is actually taking place versus an
13 ideal plan as to what might be. I would
14 encourage you to vote against the Demolition
15 Moratorium.

16 For the last 30 plus years,
17 newcomers have been drawn to Hinsdale for a
18 number of reasons: The diversity of
19 Churches and excellent schools, both public and
20 private, the amazing proximity to both airports
21 and the ability to live at the nexus of all the
22 major highways and an efficient train line,

336

1 allowing employment throughout the greater
2 Chicagoland area to be easily reached. And over
3 this time, there has been an ever increasing
4 investment in new housing at all price points,
5 reflecting both drastic changes in how families
6 live and gather, which the newer homes' open
7 floor plan so wonderfully accommodate, as well
8 as the improvements in building materials and
9 system components that make heating, cooling and
10 general home maintenance both energy efficient
11 and significantly easier for the busy
12 professional families. While many may sign a
13 petition agreeing with the idea of the Village
14 of Hinsdale looking as it did in the early last
15 century, when voting with their actions and
16 financial efforts, there is an overwhelming
17 gravitation to the newer homes with their deep
18 dug basements, open floor plan first floors and
19 en suite bedroom/bathroom arrangements that
20 rival the most luxurious hotels. Who wouldn't
21 want to live like this?

22 Contrast this with the older estate

337

1 and historic homes throughout the Village. In
2 those cases where the homes have been maintained
3 diligently, when they come to market, there is
4 no longer keen interest and often the homeowner
5 will sell at a loss, relative to the generally
6 high cost of all the care and maintenance and
7 relative. To the newer homes with all the
8 aforementioned updates and upgrades. The other
9 end of this spectrum seems to be the situation
10 where the fairly that was drawn to move into an
11 historic home originally, over time the
12 financial and management commitment of keeping
13 the house in decent condition (as opposed to 'up
14 to date' even), seems to have overwhelmed the
15 homeowners. Curiously, instead of moving out
16 when they are no longer motivated to keep the
17 home up, they will remain in the home and let
18 things run down, often times to levels that make
19 redeveloping the property less expensive than
20 the inherent 'construction surprises' that go
21 along with major projects in older homes.

22 What the Village should do if it

1 wants to have some percentage of older homes
 2 sustained over the longer haul is enact a
 3 "Minimum Maintenance Standard" that homeowners
 4 who live in older homes would have to keep such
 5 designated property to this defined minimum. Of
 6 course, homes will have to have this designation
 7 BEFORE any homeowner purchases it. The Village
 8 will have to step up and employ a team of
 9 qualified professionals who can insure that all
 10 designated homes will be maintained to such a
 11 standard and likely a large budget set aside for
 12 legal
 13 Challenges, etc. For those homeowners who are
 14 unable or unwilling to do so. From what I
 15 understand about the lean finances of the
 16 Village, this arrangement is untenable.
 17 Without doing such, the Demolition
 18 Moratorium appears to be a backhanded way to
 19 make new property owners remake a home to meet
 20 this standard, footing the cost themselves. I
 21 feel this is patently wrong and poses a longer
 22 term risk to homeownership in general in the

1 Village. I understand that one of the homes
 2 under consideration for the demolition
 3 moratorium was actually marketed as a knockdown.
 4 Isn't that signaling that the previous homeowner
 5 understood how the dynamics of the home market
 6 has shifted over the last generation? I
 7 encourage the Village to also acknowledge this
 8 shift and vote against the Demolition
 9 Moratorium.
 10 I too am sorry to see these older,
 11 architecturally significant homes disappear but
 12 feel it is imperative the Village allow
 13 redevelopment in the homes that reflect the
 14 changes in the way families are living. What
 15 might be doable would be for the property owners
 16 who do redevelop a home be responsible for
 17 providing, somewhere in the Village, a picture
 18 of the home that was razed. While it would be
 19 super cool to have that picture (etched on
 20 aluminum or some other metal that could
 21 withstand the elements?) Visible from the
 22 sidewalk of where the razed home stood, for all

1 to see, perhaps having them at the Hinsdale
 2 Historical museum would allow for a more
 3 complete story to be told about the period in
 4 time when the Village looked as such. Because at
 5 the end of the day, all the discourse is really
 6 about preserving one point in time versus a wide
 7 look at what has gone on in the Village over
 8 time. A vote against the Demolition Moratorium
 9 is a vote for a vibrant, welcoming Village of
 10 Hinsdale over a longer period. Respectfully.
 11 This one is from Victoria. Please
 12 print and forward the attached comment to the
 13 Plan Commission.
 14 Honorable Members of Plan
 15 Commission, I am a concerned homeowner who has
 16 been closely following the proposed demolition
 17 moratorium. I am very troubled by your
 18 last-minute scope expansion from Robbins Park or
 19 Central Business District to every home that is
 20 deemed 'contributing structure' by the 1999
 21 Reconnaissance Survey.
 22 The 1999 Reconnaissance Survey is

1 not only over 20 years old, but also conducted
 2 by visual observation for 'reconnaissance'
 3 purpose. The public hearing text brought up two
 4 key points of homes worth historical
 5 preservation. They are 'contributing' and
 6 'structurally sound'. The reconnaissance survey
 7 addressed the visual appearance at front
 8 exterior, but it is never intended to evaluate
 9 structural soundness. Using such survey as our
 10 rule-making tool to decide which home we can or
 11 cannot demolish is a misuse of the survey at
 12 very least. Many older homes may still have
 13 reasonable good-looking facade but the
 14 deteriorating structure, saddling/leaking
 15 foundation, and historical none-code compliant
 16 addition render the entire home structurally
 17 unsound and economically infeasible to further
 18 improve. The following pictures depict the
 19 chimney stack and roof ridge support of my own
 20 home.
 21 My home is deemed 'contributing
 22 structure' by the reconnaissance survey based on

1 outside appearance. If you were to impose
2 demolition moratorium over such structurally
3 unstable homes, your action will prolong and
4 create additional liability as well as cause
5 additional economic harm on top of our current
6 suffering under the pandemic.

7 I recommend the commission to
8 consider a new study addressing both appearance
9 and structural component. At minimum, I would
10 recommend the scope of your moratorium be
11 limited to your original text, namely Robbins
12 Park and Central Business District only.

13 Respectfully yours.

14 B. J. Schmidt. I am very anxious to
15 preserve the heritage of my Village and the
16 beautiful individuality of our town. I owned
17 one build at the turn of the century - "the
18 older one" and it was the happiest one of many.
19 The children loved its quirks but enabled us to
20 have parties of 100 soles. Please let's keep
21 the diversity that Hinsdale diverse! B. J.
22 Schmidt. I apologize again, I couldn't read

1 everything.

2 Sara Zielke. Hello, we would like
3 to join the planning committee call this
4 evening.

5 Howard Chang. Honorable Members of
6 Plan Commission, I live in a historical home and
7 support limited and targeted preservation
8 efforts. However, a Village wide demolition
9 moratorium is over-reaction to few isolated
10 incidents. Historical homes are not created
11 equal. Many may look nice from outside. Once you
12 are inside the home, many also suffer from
13 structural stability, problematic building
14 materials (e.g. stone foundation), as well as
15 long-term deterioration passed the point of
16 salvation. The free market force is very
17 efficient in picking out winners and losers.
18 Many structurally sound historical homes (with
19 'good bones') sell for higher price, which in
20 turn, cause them to be preserved and improved.
21 Most demolished homes have been carefully
22 evaluated by the market and obviously passed the

1 point of salvation.

2 The recent few high-profile
3 demolition cases of structurally sound homes are
4 concentrated in Robbins Park. It's an open
5 secret that the wealthiest want to have their
6 homes in SE Hinsdale. Their deep pocket led to
7 the well-published demolition. It is also a fact
8 that our most precious historical homes are also
9 located within Robins Park and Central Business
10 District. I believe the commission should
11 redirect their effort to Robins Park and Central
12 Business District only. A Village wide
13 moratorium is not only overly broad, but also
14 punishes many homeowners of older homes that are
15 not worth saving. Respectfully yours.

16 Kathy and Kevin Conner. To Whom it
17 May Concern - We are 32 year residents of
18 Hinsdale and are very concerned about the
19 proposed moratorium on residential teardowns in
20 our community. When we moved here in 1988 we
21 bought a house that we could afford because we
22 wanted our children to go to Hinsdale schools.

1 It was not a great house but when we realized we
2 needed more space for our growing family there
3 was a group called CHART that was trying to stop
4 teardowns. So we decided to be good neighbors
5 and built an addition on our not-so-great house.
6 The result was having more space but basically a
7 larger house that still had so many design
8 flaws. I think it would have been faster and
9 more pleasing to our neighbors if we had just
10 torn the house down and started over. When we
11 sold it 6 years later we lost money on what we
12 had spent trying to make it larger. We take
13 frequent walks through various parts of our
14 beloved Village and see a trend of new homes
15 that are just beautiful. They are so much more
16 pleasing to the eye than the trend from several
17 years ago where all the new houses were large
18 with 2-4 garages coming out toward the street.
19 Despite not liking that look, we never thought
20 that people didn't have the right to build
21 whatever they want, provided they stayed within
22 the local zoning rules as to size. We do not

1 think that a preservation or historic group has
 2 the right to decide what a resident's house
 3 should look like. If someone buys an empty lot
 4 are we going to tell them how their new house
 5 should look? So if someone buys an older home
 6 that has become dated and expensive to update,
 7 why should anyone tell them how it should look?
 8 In our eyes there are some ugly new homes but
 9 many unpleasing old homes as well. We have 4
 10 adult children in their late 20's and early 30's
 11 and in their house hunting they are not looking
 12 for old school traditional homes that need work.
 13 It's the age group that our town needs to attend
 14 our schools and move us forward. We need to
 15 accept some change in what we have to offer them
 16 to keep Hinsdale the desirable community that we
 17 moved to many years ago. Thank you.

18 Mike Ryan. Christine, I already
 19 presented written comments but I would like to
 20 reserve the option to participate in the
 21 dialogue, if necessary. Otherwise, I will just
 22 be a spectator in tonight's meeting. Thanks.

11:26PM

1 Sharon Starkson, another email
 2 asking to speak on the moratorium.

3 Mike Ryan. I just read you want a
 4 limit of three pages for written comments so I
 5 have revised my four page document down to
 6 three. So this is a letter that's 3 pages.

7 Dear Members of the Plan
 8 Commission, You are being asked today to
 9 consider voting in favor of a six-month
 10 moratorium and I ask that you review several
 11 comments or concerns I wish you to consider:

12 Businesses don't shut down.
 13 Businesses don't shut down to fix a process,
 14 they keep operating while they work on changes
 15 to the process. Why can't the HPC do this? From
 16 the Grieve video, they want to see architectural
 17 sketches and not full-blown architecture. DONE!
 18 The builder community would gladly involve them
 19 earlier in the process so they don't waste time
 20 and money on architects and engineers. From
 21 Grieve video, they asked to see the streetscape
 22 and how the new home will fit in with the other

1 homes. DONE! The builders will gladly present
 2 pictures of the other homes on the street.
 3 Simple tweaks or changes to the process can be
 4 made while continuing to review plans. YOU DON'T
 5 NEED TO STOP THE PRESS! Is it really wanting to
 6 take time to fix a process or are they asking to
 7 stop the teardowns.

8 Economics. We are living in a very
 9 challenged environment after the virus and the
 10 unrest from the George Floyd killing, but the
 11 fiscal challenges of the state, the loss of jobs
 12 and population and the ever-increasing burden on
 13 families to fund local schools and government
 14 with ever-higher real estate taxes has been
 15 around for many years. The stock market may fool
 16 you that the economy is snapping back but
 17 historic unemployment, supported by the PPP
 18 program, and failing business say otherwise. Now
 19 is not the time to pick a fight with the builder
 20 community and prospective homeowners and risk
 21 losing those families to Burr Ridge, Western
 22 Springs, Oak Brook, and Clarendon Hills.

1 The cost of remodeling is very expensive, if
 2 done properly, and in the end you are still left
 3 with the low ceilings in the basement, the old
 4 concrete block foundations that are in disrepair
 5 and showing water issues, the old floorplans
 6 that don't allow today's customers to create the
 7 open floor plans of today. In the end, the
 8 customer will pay less money for a tear down,
 9 have all the latest bells and whistle as it
 10 relates to design and technology, and get
 11 exactly what they desire. The new homes are very
 12 attractive, fit in well with surrounding homes,
 13 and bring in young families that keep the town
 14 vibrant.

15 What is the role of the Historic
 16 Preservation Committee?

17 I have researched the documents on
 18 line to understand the role of the Historic
 19 Preservation Committee and the descriptions
 20 include:... to assist the Village Board..... to
 21 educate the residents..... to review and
 22 recommend to the Board..... to issue

1 Certificates of Appropriateness.....
 2 conditions on Certificates are non-binding... No
 3 where does it say they have the authority to
 4 stop the process or dictate to the property
 5 owner what is expected of them and yet that is
 6 exactly what they are doing. I think you all
 7 should look at the video of the Grieve
 8 application to see what is happening to the
 9 process.

10 They are yelling at Peter Coules
 11 for not getting the material on time yet Peter
 12 says he followed protocol and gave the material
 13 to a person at the Village who was supposed to
 14 distribute the material to the HPC members. So,
 15 Peter is at fault because someone at the Village
 16 didn't do their job? Clarify the process on how
 17 material should be distributed. DONE!

18 They are dictating the type and
 19 colors of materials to be used on the home. Is
 20 the Village going to tell me to use slate versus
 21 an architectural weighted shingle and price me
 22 out of the market? Or tell me to use cedar

1 shakes when I want the look of slate? Or tell me
 2 they want a gray slate instead of a black slate?
 3 Brown or grey exterior instead of white?

4 They are commenting on whether the
 5 owner should be allowed to have a glass or wood
 6 front entry door. Should the Village be telling
 7 homeowners what kind of door they can install?

8 They all admitted that the home
 9 design by Patrick Fortelka from Moments Design
 10 is the best home they have seen from Patrick and
 11 yet they asked him to start from scratch because
 12 they believe the home does not fit the
 13 streetscape of late 19th century homes. Who
 14 wants to invest all that money on a late 19th
 15 century home? By the way, Patrick is one of the
 16 most creative architects I have come across and
 17 they are dictating design to him?

18 They admit on tape that their
 19 opinions are all very subjective as are the
 20 homeowners yet they get the last word? The HPC
 21 claims they will meet any time to discuss but I
 22 hear from the building community that it is very

1 difficult to get meetings scheduled and have
 2 discussions with the HPC. They are worried about
 3 the south wall of windows and how it will affect
 4 the neighbor yet the homeowner went out of his
 5 way to save trees on that side to shield the
 6 windows.

7 They nitpick on whether the dormers
 8 should have two windows or one window. They
 9 admit to being "Totally Subjective."

10 Property Rights. I purchased a
 11 home at 448 E 6th street to be torn down and I
 12 hope to build a new home for my family. I made a
 13 large investment with significant carrying costs
 14 that I will have to bear while the HPC takes six
 15 months to try and decide how to change the
 16 process.

17 The home I purchased is designated
 18 as NON-CONTRIBUTING yet here I stand with the
 19 possibility that my plans will not be reviewed
 20 for six months because the HPC wants more time
 21 to consider a handful of homes they deem to be
 22 significant?

1 I purchased a fee simple lot in the
 2 town of Hinsdale that should give me certain
 3 property rights to build a nice home for my
 4 family provided that I follow certain setbacks,
 5 FAR, coverage ratios. Now I am learning that
 6 they want to control the design of my home, the
 7 materials I use and the colors I select? I did
 8 not buy in a Condo Association that has its own
 9 architectural committee to guarantee that all
 10 homes look alike. I did not hire a very creative
 11 architect to be told that the HPC wants my home
 12 to look like all the other homes on the block.

13 The HPC admits during the Grieve
 14 video "we are not a Home Rule community - we
 15 can't stop you"... and yet that is what they are
 16 doing.

17 Creativity and Innovation.
 18 Cadillac vs Tesla - I was trying to think of
 19 another analogy I could use so I chose the auto
 20 industry that presents the second largest
 21 purchase a consumer will make in their lifetime.
 22 I think the HPC stated that the Grieve home is

1 on Elm street and although they really like
 2 Patrick's plan and it is the best plan they have
 3 seen from him, they don't think it fits the
 4 character of the street. Using this logic, they
 5 would throw out the Tesla even though they know
 6 it is a far superior car than the Cadillacs
 7 parked along Elm street.

8 We have to continue to upgrade the
 9 housing stock in the Village if we want young
 10 families to buy in our town, pay the real estate
 11 taxes that support our schools, and spend money
 12 to support or downtown businesses.

13 How do we fix the process? O
 14 There is NO NEED TO SHOT DOWN for six months.
 15 Tweaks can be made along the way.

16 O Hinsdale Reconnaissance Survey.
 17 Clarify what homes are CONTRIBUTING and what
 18 homes are not. I reviewed the survey and found
 19 my home at 448 E 6th to be NON-CONTRIBUTING so I
 20 am not expecting any trouble tearing down the
 21 old structure but I'm not sure that is how the
 22 process actually works. The Village can update

1 periodically but the building community and the
 2 Seller of the property need to know if the home
 3 deemed significant as it will affect their
 4 property values.

5 O Preliminary Approvals for
 6 Teardown. In a perfect world, I would like to
 7 rely on the survey to know if I can tear down a
 8 structure and I would gladly submit an
 9 application immediately to get feedback from the
 10 HPC as to whether they agree that I have the
 11 right to tear down my home. It won't be a design
 12 approval but at least I will know up front that
 13 I can tear down the home before I close on the
 14 lot.

15 O Preliminary Architectural
 16 Approval. I also like the idea of presenting
 17 sketches instead of full working drawings so I
 18 can get immediate feedback before finalizing my
 19 architecture.

20 O I think the HPC can weigh in a
 21 whether a home fits the overall community but I
 22 believe the are overstepping when moving

1 windows, dictating door styles, deciding on
 2 color packages, etc... I believe this is a
 3 violation of my property rights and it will
 4 restrict an owner's artistic freedom.

5 I have been a resident of Hinsdale
 6 since 1972, almost 50 years, and involved in
 7 residential real estate for most of my life. I
 8 have built several homes over the years in
 9 Hinsdale and I am currently building a home on a
 10 tear down lot in the SW Hinsdale. I have tried
 11 to approach this problem as a long time resident
 12 and trying to understand the side of the Builder
 13 and the Owner. There is no need to shut down the
 14 process. Warm regards.

15 Linda and Mark Lozier. Please
 16 consider this email a vote against the
 17 moratorium on teardowns in Hinsdale. We believe
 18 that an owner should be allowed to build as he
 19 sees fit on his own property, or the seller
 20 should have a deed restriction in place at the
 21 time of sale of the property. In addition, with
 22 vast numbers of people leaving the state of

1 Illinois, its hardly the time to place
 2 restrictions on what people can/cannot do with
 3 their property.

4 Sharon Starkston and Jim Oles,
 5 306 South Garfield Street. We are strongly in
 6 favor of a moratorium on teardowns of historic
 7 homes in Hinsdale. We have been residents since
 8 1985, and with our former house on The Lane, it
 9 started with destroying the fine example of an
 10 early split level next door by purchasers who
 11 claimed they would work with the existing home -
 12 until they faced the reality of rehabbing an
 13 older home. When we left the block, ours was the
 14 only original home on the block, and because of
 15 our rehab and addition, the 1920s Neo-Tudor
 16 house still stands. We realize this isn't even
 17 the area that would be covered by a moratorium -
 18 but it speaks to how valuable these few
 19 remaining homes are in preserving the history
 20 and architectural integrity of Hinsdale.

21 We now live in a home we landmarked
 22 with the Village and National Register. We are

1 saddened to see the traditional homes,
 2 especially in our Historic Districts, torn down
 3 for the modest potential difference in cost to
 4 build new.

5 We are in the process of rehabbing
 6 another Neo-Tudor that realtors told the seller
 7 should be a teardown. The quality builders we
 8 have in town are capable of working with the
 9 buyer and Village to update these homes for
 10 today's living. It may be more charming; or
 11 stretching to learn rehab and restoration
 12 skills, but Hinsdale's small number of
 13 significant, structurally sound homes need to be
 14 retained to keep us from looking like any
 15 generic suburb. The rich history in stories of
 16 architecture, early Village life, and prominent
 17 citizens needs to be honored.

18 A moratorium is such a small step,
 19 allowing a pause for considering these important
 20 issues that should have been addressed decades
 21 ago. Let's take the time to be thoughtful.
 22 Regards.

1 Linda Ritter, 115 South Garfield
 2 Street. We believe that there are opportunities
 3 to improve the design review. The concept of
 4 preserving historically significant homes yet
 5 also giving homeowners the right to make their
 6 best decision with their property is a right
 7 that should not be withheld. We encourage the
 8 Committee/Village to address process and
 9 procedures but not to shutdown demolition
 10 permitting. Instead, the Committee should work
 11 diligently and swiftly to evaluate opportunities
 12 rather than creating a moratorium. We have
 13 always acknowledged the importance of designing
 14 and building homes that fit into the
 15 architectural landscape of the community.
 16 Thank you.

17 Dale Kleber, 120 East Walnut
 18 Street. This is email confirm our consideration
 19 earlier today. We would like to preregister to
 20 discuss -- Yes. This is just another.

21 MR. KLEBER: Excuse me, Chan. This is
 22 Dale. You don't have to read that.

11:37PM

1 MR. YU: Okay.
 2 MR. KLEBER: It's awfully late.
 3 MR. YU: Sorry. I'm on autocruise
 4 right now.
 5 MR. KLEBER: That's okay.
 6 MR. YU: Thank you. Jill Clarke,
 7 231 East Hickory Street. I wanted to weigh in
 8 as supporting the proposed temporary moratorium
 9 on demolitions of buildings identified as
 10 "significant" or "contributing" per the 1999
 11 Hinsdale Reconnaissance Survey. I agree that we
 12 as a Village need to spend some time evaluating
 13 how we can effectively protect these homes and
 14 encourage renovation as opposed to demolition.

15 As a current resident in North
 16 Hinsdale, I previously lived in Southeast
 17 Hinsdale for 16 years, and am sad and frustrated
 18 to see so many of the homes in my neighborhood
 19 fall to the wrecking ball. Many of the homes are
 20 listed as significant on the 1999 Reconnaissance
 21 Survey, but are now gone forever. The home at
 22 419 S. Oak Street is my daughter's grandfather's

1 childhood home, and it is beyond troubling to
 2 see that that stately home is set to be
 3 demolished as well.

4 We need to value the rich history
 5 of our community and not let it be destroyed
 6 without considerable thought of the
 7 consequences. If we do not act soon, the area
 8 listed as a National Register Historic District
 9 will have no historic homes left, and the
 10 historic charm that our community boasts will be
 11 in jeopardy of being lost forever. Sincerely,
 12 Jill Clarke.

13 Charlie and Ruta Brigden, 224 North
 14 Park Avenue. My wife and I live in a historic
 15 residence located at 224 N. Park Avenue in
 16 Hinsdale.

17 We are aware of the upcoming public
 18 hearing intended to gauge residents' attitudes
 19 towards this topic and have the following
 20 comments: 1. Very few people are aware of, or
 21 understand, which properties are actually "at
 22 play" here. If the list is limited to those

1 deemed "contributing" or "historically
2 significant" from within the
3 boundaries of the federal Historic Districts
4 (National Register), then that list is
5 considerably shorter than what is perceived by
6 the general public. Although it exists, this
7 list is not something that is widely known in
8 our community.

9 2. Lacking precise definition may
10 not be intentional but it serves to undermine a
11 collective understanding about which Hinsdale
12 properties the moratorium potentially applies
13 to.

14 3. The Hinsdale Preservation
15 Commission (HPC) lacks appropriate "teeth" to
16 enforce its important mission. Future steps
17 should include the creation of "local" historic
18 districts that correspond to, or extend beyond,
19 the current federal districts. Significant
20 alteration or demolition within these districts
21 would then become under the purview of the HPC
22 with the requirement of a certificate of

1 appropriateness.
2 4. The demolition moratorium is a
3 significant step in the right direction, and is
4 the path that many communities across the United
5 States have "started with" in balancing the
6 rights of property owners with the protection of
7 our historic fabric.

8 5. We enthusiastically extend our
9 support for the demolition delay initiative.

10 Gerald and Carolyn Kostelny,
11 328 East Eighth Street. Hinsdale Plan
12 Commission Members: We are Hinsdale homeowners
13 that (1) do not support the proposed
14 Village-wide temporary moratorium on the
15 issuance of demolition permits within the
16 Village for landmarked or "historically
17 significant" buildings per the 1999 Hinsdale
18 Reconnaissance Survey; and (2) support a review
19 to determine how to best maintain the
20 architectural character of the Village while
21 also maintaining the property rights and
22 property values of property owners.

1 First, the proposed moratorium will
2 effectively suspend the property rights of
3 property owners that are entitled to rely on
4 existing, legally enacted Village ordinances and
5 procedures - not ordinances or procedures that
6 are being studied, considered, or proposed. It
7 is our view that those property rights are to be
8 maintained up until the time the Village changes
9 those ordinances and procedures after public
10 input and debate.

11 Second, we believe there is a need
12 to balance the maintenance of the Village's
13 architectural character with the property rights
14 of the property owner. Currently, the Village
15 utilizes the Historic Preservation Commission as
16 an advisory voice regarding the issuance of
17 demolition permits for landmarked or
18 historically significant structures. This
19 commission, by its very title, is biased towards
20 the preservation of existing buildings sometimes
21 at the cost of curtailing a property owners
22 rights - rights including the improvement of a

1 property to contemporary design and construction
2 standards and of maximizing property value as
3 either a redevelopment project or new
4 construction site. To address both the
5 maintenance of architectural character and to
6 preserve property owners rights, some
7 communities have used clearly defined
8 architectural design standards to be uniformly
9 applied to both redevelopments and new builds.
10 We believe a comprehensive review is necessary
11 at this time to determine how to best maintain
12 the architectural character of the Village while
13 also maintaining the property rights and
14 property values of property owners.

15 Marian Fuller. Lately there have
16 been a lot of highly emotional comments online
17 and elsewhere regarding Hinsdale houses. Many of
18 these are from people who don't own property in
19 Hinsdale and have no stake in the Village or its
20 future.

21 If we want Hinsdale to remain a
22 vibrant community we must welcome newcomers. We

366

1 can't do this with oppressive rules that make it
 2 undesirable to buy a house here.

3 We support the preservation of
 4 older homes in Hinsdale but we should do so with
 5 incentives and encouragement rather than
 6 punishment.

7 I am registering to provide live
 8 testimony, Douglas Day.

9 Keith Medick, 137 Ravine Road. To
 10 whom it may concern I am writing to you as a 25
 11 year+ resident of Hinsdale who has owned four
 12 homes in the Village. I have owned a newer home
 13 and have re-habbed the others so I am an
 14 advocate for both types of properties.

15 That said, those choices of what I
 16 did with my properties were mine as the person
 17 who paid for them and paid taxes on them. While
 18 I understand the emotional connection to some of
 19 the older and more historic homes in town, that
 20 emotion cannot be subservient to property owners
 21 rights. Having re-habbed some of my properties I
 22 can tell you that often it is cost prohibitive

367

1 to do so to bring them to a more modern living
 2 standard. As long as a property owner is
 3 following the building code of the state and
 4 Village then there should be no moratorium put
 5 on what an owner can do with his or her own
 6 Property. Any moratorium whether in the Robbins
 7 Park Historic District or any other district
 8 infringes on the property rights of the owner
 9 which should always get first consideration.

10 What if an existing owner of a deemed "historic"
 11 home wanted to make renovations or tear it down
 12 and build a more livable dwelling for future
 13 generations. Would they be denied the ability to
 14 do so by some new ordinance that prohibits such
 15 even though they may have lived in the home for
 16 decades? This tear down moratorium proposition
 17 opens up too many cans of worms for the Village
 18 and it doesn't make sense why the Village would
 19 open itself up to potential litigation as a
 20 result which would be paid for at tax payers
 21 expense. Sincerely.

22 Dr. Frey. Below is a copy of the

368

1 letter I sent earlier today. To the Village
 2 Planning Commission, the Village Board of
 3 Trustees, and all concerned residents.

4 We currently own two historic homes
 5 in the Robbins Survey Area. 134 S Park Ave,
 6 designated as historically Significant in the
 7 Robbins Survey (aka. The Charles G. Root home),
 8 and 104 E. 4th Street, designated as
 9 Contributing to historical significance in the
 10 Robbins II Survey. I believe our position on
 11 this issue is unique in that each of my homes
 12 are likely destined for different futures.

13 Let me start by saying we saved
 14 134 S Park. The home sat empty on the market for
 15 more than 2 years before we purchased it. We
 16 recognised that the home had a unique history
 17 and distinctive architectural details which were
 18 irreplaceable and admired by all. The home was
 19 also extremely well built and well maintained by
 20 the 4 families who had occupied it over the last
 21 116 years. Despite the higher cost of ownership,
 22 the charm of this historic home was worth

369

1 saving. We renovated the interior, renovated the
 2 exterior, and updated all of the utilities to
 3 code. We also have plans approved for an
 4 addition to modernize the interior flow and
 5 create the living space that current and future
 6 Hinsdale residents expect. In short, we have
 7 made a large investment in preserving this home
 8 with thoughtful planning that should attract
 9 Hinsdale families for another 100 years.

10 I think it is important in this
 11 conversation to note that Historic Homes have a
 12 much higher cost of ownership. A cost which
 13 needs to be acknowledged by the Village if a
 14 large scale preservation effort is going to be
 15 pursued in order to maintain an esthetic for all
 16 residents to enjoy. The cost to maintain is
 17 higher, the cost to renovate is higher, the cost
 18 to insure is higher, and the cost of reduced
 19 appreciation is much higher. For our home, the
 20 cost of updating the gas, electric, and water
 21 utilities alone was almost \$200,000. That is
 22 10-20% of the cost of building an entire new

1 home! Why should the few who voluntarily offer
 2 to preserve Historical homes bear the entire
 3 cost for the community. Shouldn't those actively
 4 pursuing preservation for the benefit of all be
 5 willing to partially offset or subsidize these
 6 additional cost burdens for the good of the
 7 Village. These additional, sometimes hidden
 8 costs, are part of the reason historic homes sit
 9 on the market for 2-3 years and often sell at
 10 close to land value. These additional costs of
 11 preservation are not even marginally offset by
 12 the only incentive available - the 10 year
 13 property tax freeze. If you want to encourage
 14 people to purchase, maintain, and renovate
 15 Historic Homes, a significant increase in
 16 incentives should be considered.
 17 Our home at 134 S Park is a great example of
 18 Historic Preservation.

19 MR. JABLONSKI: Excuse me, Chan. This
 20 fellow read this in during the Zoom part of the
 21 call.

22 MR. YU: Oh, okay.

11:48PM

11:50PM

11:50PM

1 Homes of a few different styles that have popped
 2 up. There are very few "moderate" family homes
 3 that are left. Something needs to be done before
 4 we lose more significant homes that help provide
 5 character to our town. Thank you to the John
 6 Bohnen and the historic preservation committee
 7 for trying to make a difference and stop this
 8 before it is too late.

9 Charles A. Janda, 120 North LaSalle
 10 Street, well, Chicago. Public comment.

11 Deanne and Greg Bower, Hinsdale
 12 Avenue -- I'm sorry, Hinsdale, Illinois. To
 13 those concerned: We are in full support of the
 14 moratorium to support the protection of
 15 Hinsdale's Historic Homes. Once gone, the
 16 history of our beautiful Village cannot be
 17 restored. Carefully consider what can be done to
 18 maintain the beauty and historical integrity of
 19 our Village. Thank you for your consideration.

20 This one is from Jenni. Hello,
 21 I want to express my concern over the upcoming
 22 Moratorium vote that will be discussed at

1 MR. JABLONSKI: It's literally the
 2 second time I've heard this today.

3 MR. YU: Okay. Then if this person
 4 read this letter, then I will just skip the rest
 5 of it.

6 MR. JABLONSKI: Thank you.

7 MR. YU: Yes, thank you.

8 June Ellen Groppi, 201 East
 9 Hickory. We support the moratorium.

11:49PM

10 Suzanne Sharp. As someone who has
 11 lived in Hinsdale my whole life, or the past 40
 12 years, I fully support the proposed moratorium
 13 to protect Hinsdale's historic home. I am so sad
 14 to have seen so many historic homes in this town
 15 destroyed. Over the past 30+ years the number of
 16 homes that have been demolished is absurd. I
 17 remember a former neighbor (whose house has
 18 since been taken down) who made a quilt entitled
 19 "lost history" that was all pictures of houses
 20 that had been torn down. There are blocks where
 21 there are no homes left that were built pre
 22 1990. There are so many "cookie cutter"

1 today's meeting. My issues are as follows:

2 If a moratorium goes into effect
 3 there needs to be support around an exception
 4 process for those who have made investments and
 5 are now stuck in the middle, along with homes
 6 that are clearly dilapidated and pose safety
 7 risks.

8 The economic impact that the fear
 9 this ruling could create around property values
 10 could be devastating. In light of the recent
 11 world events, I have spoken to many great
 12 families who now want to move out of the city.
 13 As they look both the north and west it will be
 14 hard to champion our community if there are so
 15 many obstacles around homes ownership in
 16 Hinsdale.

17 While preserving our historic homes
 18 is important, I disagree with giving the
 19 Historic Preservation Commission any
 20 decision-making power. While they can give an
 21 expert opinion on maintaining certain historical
 22 attributes, they should not have the power to

1 make the final decisions on someone's home or
 2 slow the process. This should be a right of the
 3 homeowner. I strongly suggest that the HPC
 4 maintains their advisory role. We are in the
 5 process of purchasing a lot and building a new
 6 home for our family. It will be a significant.
 7 Financial investment and we want to make sure
 8 that we are making the right decision. We love
 9 our Hinsdale community, but also want to
 10 preserve our rights as homeowners and investors.
 11 We appreciate your time and consideration with
 12 this difficult decision. Thank you, Jenni.

13 Andrew Grieve, 609 South Bruner
 14 Street and 324 South Elm Street. Dear Village
 15 Plan Commissioners: There are obvious merits
 16 and costs to any moratorium on demolitions in
 17 Hinsdale.

18 The merits of a moratorium stem
 19 from a desire to preserve the historic
 20 architectural charm of our community. I think
 21 you would be hard pressed to find many residents
 22 that don't believe that to be a noble ambition.

1 The costs if a moratorium, and in fact, any
 2 solution which makes buying and developing
 3 property in Hinsdale more difficult are twofold.
 4 First, with a finite supply of properties and
 5 fewer buyers willing to invest in Hinsdale, real
 6 estate values and thus the property tax revenues
 7 that fund our schools, are bound to suffer.
 8 Second, as we are three months into the deepest
 9 recession since the Great Depression of the
 10 1930s I believe the Hinsdale government's top
 11 priority should be protecting the Hinsdale
 12 economy. A 6-month moratorium intentionally
 13 refuses private capital ready to be invested in
 14 our local economy ... supplying construction,
 15 F&B, retail and services jobs at a time we need
 16 them most. The greater number of properties the
 17 moratorium applies to, the greater the cost.

18 My concern with the proposal is its
 19 breadth (and thus, cost). It seems to me the
 20 merits could be achieved while minimizing the
 21 costs by applying the moratorium to a very
 22 narrow set of homes deemed historically

1 critical. By applying a crude moratorium to
 2 nearly 2000 homes, including those which are
 3 uninhabitable, those which were marketed as
 4 "land" when last sold, and those which cannot be
 5 cost-effectively renovated to meet modern living
 6 standards, the proposal seems to be using a
 7 sledgehammer to crack a nut. Best regards.

8 Thomas Lavins, 557 North Washington
 9 Street. Dear Members of the Plan Commission: I
 10 received the notice on the hearing regarding
 11 putting a moratorium on tear downs of homes in
 12 Hinsdale. I have lived in Hinsdale since 1995. I
 13 am also a graduate of Hinsdale Central, class of
 14 1983. So it is safe to say I have been around
 15 town for some time. My family has renovated 2
 16 homes in Hinsdale. Our current home was built in
 17 1918--- We CHOSE to do a complete gut/rehab
 18 because at the time it made more economic sense
 19 (in 1999) than tearing the house down. I am in
 20 the construction business as a material
 21 supplier-and I can tell you EMPHATICALLY today
 22 that would not be the case-remodeling costs have

1 soared relative to new construction cost ---for
 2 a whole host of reasons. Putting a moratorium on
 3 tear downs is a COLOSSAL mistake. The homes in
 4 Hinsdale -which may be open for some sort of
 5 historical consideration-by and large are
 6 structurally compromised and are by no means
 7 economically feasible to make the numbers work.
 8 But more importantly that should be a decision
 9 the HOMEOWNER makes. It would be a VERY
 10 DISTURBING trend to have local government
 11 dictate what homeowners can and cannot do with
 12 their homes. What's next architecturally
 13 reviewing plans, color selections,
 14 landscaping??? END THIS NONSENSE NOW!!!
 15 Regards.

16 Jeff Williams, Ravine Road.
 17 I would like to voice my support for the
 18 proposed moratorium on demolition permits for an
 19 appropriate period of time until the Village can
 20 codify' a procedure which to the best of their
 21 ability can adequately preserve the historic
 22 elements of the Village.

1 As a civil engineer who has prior
 2 work with land development, I have some
 3 experience with a few of the state and local
 4 historic preservation entities within the
 5 Chicagoland area. I have also attended public
 6 hearings on the behalf of the
 7 Developer in which locals lamented their
 8 helplessness in controlling any changes to the
 9 fundamental elements of their communities, when
 10 no historic safeguards were in the Zoning laws.
 11 Villages that were historically horse farms on
 12 two-lane rural roads, suddenly found themselves
 13 one of many nameless suburbs as each 100+ unit
 14 development chipped away at their roots. Whether
 15 the "new" Village was an improvement or not is
 16 very much the subject to debate, but such a
 17 debate MUST occur before passing "the point of
 18 no return" to have any meaning.

19 Now, Hinsdale doesn't have the
 20 looming prospect of massive developments carving
 21 swaths of land in one large move, but that
 22 doesn't mean the same net result isn't possible

1 name.
 2 Matt Bousquette, please include my
 3 name for the conversation.
 4 Frank Gonzalez. Hello Chris and
 5 Chan, Please forward the following to the
 6 Commissioners. Dear Commissioners, I am a
 7 restoration architect who is in favor of the
 8 Moratorium. As many know, the Moratorium does
 9 not stop someone from tearing down their vintage
 10 or significant home. The Moratorium does one
 11 thing only, which is to allow a moment
 12 Of pause to think of other options, such as, the
 13 investigation of tax property and Floor Area
 14 Ratio (FAR) flexibility. In addition, to explore
 15 the financial incentive opportunities that are
 16 available for the preservation of vintage and/or
 17 significant homes from federal, state, local
 18 agencies (including private non-profit
 19 organizations). This Moratorium can be
 20 Considered a democratic compromise -- to avoid
 21 all or nothing and tear it down now. Thank you.
 22 Matt Marron, South Adams Street. Hi

1 with hundreds of smaller rebuilds. Quite
 2 honestly, I don't claim to have the answers to
 3 the historic preservation questions we find
 4 ourselves with, but to preserve the integrity of
 5 the debate we do need the moratorium in place.
 6 To not do so is to invite a rush of permit
 7 applications to "grandfather" in demolitions on
 8 potentially significant properties prior to any
 9 legal changes being passed.

10 Even if the end result is to simply
 11 move forward exactly as we do now, we can do so
 12 with the knowledge that we explored the
 13 alternatives and can justify the pros & cons of
 14 each. That is what this is all about--not some
 15 form of developmental stagnation while we lament
 16 "the good 'ol days". I appreciate your time.
 17 Thanks.

18 Charles A. Janda. This is Chicago.
 19 In my haste, I emailed you. I was just trying
 20 to learn how to watch the meeting scheduled --

21 That's, I'm not sure.
 22 John Jacobes, please include my

1 Christine, A terrific example of preserving the
 2 heritage of homes in Hinsdale is where I grew up
 3 with my brothers at - 516 W. Maple. Our parents
 4 moved there in 1969 and called it home thru
 5 1984. A wonderful block with friendly neighbors,
 6 and proximity to Monroe school and the 'green
 7 space' for playing outdoors, along with Burns
 8 field (wow great park district tennis
 9 tournaments vs D. Grove in summers).

10 About 20 years ago, our folks drove
 11 by and saw a fence up around the house fearful
 12 it was being razed, fortunately the new owners
 13 did a terrific remodel adding a 'Great room' on
 14 the east side of the house, along with upgrades
 15 to the existing structure - built in 1873 ... we
 16 received a plaque commemorating 100 years from
 17 the Doings paper in 1973. The new owners were
 18 kind, inviting us in for a tour of the remodel,
 19 evoking great memories then and now!! The
 20 historic living room and dining room were
 21 unchanged and preserved.

22 Good luck with the meeting tonight,

382

1 in striking the right balance of old/new homes,
 2 to perpetuate Hinsdale's charm.
 3 Benjamin and Eugenia Taylor, Mills
 4 Street. We are in favor of a temporary
 5 moratorium on the issuance of any demolition
 6 permits so that we can preserve buildings with
 7 landmark status or homes that are historically
 8 significant.
 9 We think it is important to
 10 preserve these homes and buildings in order to
 11 preserve the character of our Village. We have
 12 lived in Hinsdale for 37 years and have seen too
 13 many beautiful buildings and homes torn down.
 14 Emily at 421 North Grant Street. I
 15 would love to pre-register for the moratorium
 16 call this evening.
 17 Rachael Laux. I am vehemently
 18 opposed to the Village-wide temporary moratorium
 19 on tear downs. I believe such a moratorium will
 20 not only stifle development in town but also
 21 have a negative impact on property values of
 22 homes deemed "historic" by the board and cannot

383

1 be put to their best use.
 2 I firmly believe the rights of the
 3 property belong with the OWNER, and the owner is
 4 the only one who has the right to determine the
 5 highest and best use for their property, not an
 6 autocratic board who wants to control the look
 7 and feel of the town.
 8 New homes can add to the charm of
 9 Hinsdale just as much and more so than a rundown
 10 "historic" home that is not economically viable
 11 to renovate. Beautiful new construction homes
 12 will someday become the historic homes that
 13 currently add to the charm of our town simply by
 14 the turning of time.
 15 Again, I am opposed to this
 16 overreaching moratorium on teardowns. Thank
 17 you.
 18 Judith Coleman, 411 Justina. Just
 19 wanted to preregister for the discussion.
 20 Okay. There is a letter. I grew up
 21 in the 70's and 80's in Hinsdale. We moved here
 22 from Rochester, MN in 1973. Hinsdale was the

384

1 most beautiful town and a great place to spend a
 2 childhood. I went to Monroe School until 5th
 3 grade and the Walker. Then "THE Junior High" and
 4 of course Hinsdale Central. Generations of
 5 families lived here, grew up here and came back
 6 and raised their families here.
 7 Hinsdale was a town for families
 8 and kids and had yards and ski/sledding hills.
 9 Our house had a big back yard and was the "slip
 10 and slide" yard in the neighborhood. Or we'd
 11 play kickball or softball in our yard because it
 12 was somewhat centrally located where the kids
 13 could all walk to our house or ride their bikes
 14 and my mom was home to keep an eye on us. It was
 15 easy for her because the back of our house was
 16 almost all glass with sliding glass doors and
 17 easy for her to see us and more importantly hear
 18 us. Some of us got in some trouble for what she
 19 would hear, but we deserved that.
 20 My brother and I would meet our
 21 friends at Burns Field and play tennis or
 22 football or any variety of outdoor games we came

385

1 up with and in the winter, we would skate and
 2 play hockey on the ice rink. The homes
 3 surrounding Burns Field were pretty and as a kid
 4 you pretty much knew everyone because they were
 5 the homes of the kids you went to school with
 6 and you always felt safe.
 7 Across the street from our house,
 8 the people owned the whole block from Ogden to
 9 Birchwood on Washington Street. They had their
 10 house, with a pool that Mr. And Mrs. Norman
 11 would sometimes invite the neighborhood kids
 12 over for a swim in the summer, and then another
 13 smaller house that their caretaker or a young
 14 couple would rent out. They had a barn at the
 15 bottom the hill where sometimes they had a horse
 16 and sometimes it was empty. That was our
 17 sledding hill where the whole neighborhood on
 18 the north of Ogden neighborhood kids would
 19 sled in the winter. We built jumps. We tried to
 20 knock the wind out of ourselves because we
 21 were young and had no fear. As we got older and
 22 got into Trolls, we would build jumps to

12:02AM

1 Invent new twister jumps on and we would use our
2 downhill and cross-country skis to go off the
3 jump and dream of being in the Olympics.
4 Sometimes the parents would come out and watch
5 when my brother or one of the other neighborhood
6 boys had come up with a particularly "Eve I
7 Kneivel" type jump and everyone would talk about
8 it. Childhood in the 70's and 80's was
9 Different. It's a miracle we all made it to
10 adulthood but it sure was fun.

11 My mom was on the Village of
12 Hinsdale Board and on the Variance Committee in
13 the mid 80's. I remember her telling my dad, and
14 us, at dinner sometimes about some of the
15 crazier requests for home improvement or
16 construction variances. Some of them were
17 hilarious, I learned a lot from my parents about
18 variances when my mom was on the committee. We
19 were always shocked at anyone trying to destroy
20 an historically or architecturally significant
21 home. I still don't understand why you would
22 want to demolish one of the things that makes

1 Hinsdale the town that so many want to move to
2 in order to raise a family with all of the
3 amenities of great education, beautiful homes,
4 history and access to culture, shopping and the
5 city. I just don't get it.

6 Both my parents were fans of and
7 read quite a bit about architecture. We would do
8 the architectural boat tour in the city and I
9 would love hearing about the differences in the
10 architects and what each style meant. I don't
11 remember much about that subject from before we
12 moved to Hinsdale, although I was six when we
13 moved here. However, the house I grew up in had
14 architectural significance as it was designed by
15 an apprentice of Frank Lloyd Wright. Our house
16 and our neighbor's house were built for two
17 brothers, the Hendrickson brothers and were two
18 of his last before the architect, Harold R.
19 Zook, passed away in 1949.

20 We learned about architecture and
21 house design, I think, because we lived in "a
22 Zook". I loved our spider web design slate floor

1 in our family room that was originally the patio
2 before they enclosed that area and made it the
3 family room. And the spider web design in the
4 living room above the fireplace. It was cool.
5 And it was interesting. Because of our house
6 being designed by Harold Zook, people knew our
7 house. It also gave my parents another area to
8 teach us about and increase our knowledge of and
9 appreciation for architecture and design. It was
10 also probably the reason that when I was in a
11 junior at Central, my mom went back to college
12 and got her Interior Design degree from the
13 Harrington Institute of Design. All that because
14 my family bought "a Zook".

15 My parents took the carpet out of
16 our living room in 1988 and replaced it with a
17 white oak floor. Not just any floor, but my mom
18 worked with Birger Juell to create a spider web
19 design white oak floor to enhance Zook's
20 original design of the house. It was awesome and
21 I even helped saw and place some of the pieces.
22 Birger Juell, Ltd. Used it in their brochures

1 and advertising for their business.

2 I remember in 1990 when Newsweek
3 did an article on the "McMansions" being built
4 in Hinsdale to replace the homes they were
5 tearing down. A lot of us "Hinsdaleans" hated
6 them and our house had many dinner discussions
7 about them. My mom was no longer on the Village
8 Board or Variance Committee. We felt like the
9 look and feel of our town was being demolished.
10 Oak Brook was where they built the crazy big
11 houses, not Hinsdale. History was important in
12 Hinsdale, don't you know? It's the Historic
13 Village of Hinsdale after all.

14 There was a woman that my mom was
15 friends with, my parents and she and her husband
16 were friends, Alice Mansell. The Mansell family
17 also lived in a "Zook" and Mrs. Mansell had
18 started either a society or something like that
19 focusing on Hamid R. Zook and his history and
20 the architectural significance of his homes,
21 specifically in Hinsdale.

22 Lavinia Tackberry lived in the

1 house that Mr. Zook had built/owned and used as
 2 his studio. Mrs. Tackberry owned the Eye on
 3 Design jewelry store where all the girls growing
 4 up went to make jewelry after school, for
 5 birthdays, or just to hang out and hear the
 6 stories of her travels to Africa for artifacts
 7 and jewelry. She was eccentric and "the Eye" was
 8 a cool place to be in the 70's and 80's. She
 9 would talk about the Zook house and Zook
 10 sometimes too.

11 Around 1994 or 1995, my parents
 12 added an addition on to the house. They found an
 13 architect that specialized in Zook homes so they
 14 would keep the original intent of Zook in the
 15 house.

16 They were adding a dining area,
 17 expanding the kitchen and family room areas and
 18 adding a modernized master suite and bath. I was
 19 still living in the Chicago area at the time and
 20 was looking at the plans one night and noticed
 21 they were going to be taking out the original
 22 slate spiderweb design floor from the former

1 patio now family room. I couldn't believe it.
 2 I asked my dad why and he said it was too
 3 difficult to save. I asked why he wouldn't just
 4 move it to the patio and make it the patio again
 5 like it was when they built the house. My dad
 6 laughed and said the plans would cost too much
 7 money. I asked if I could take a shot at drawing
 8 the spider-web, putting numbers on the drawing
 9 that would coincide with the sections of the
 10 floor and see if the architect could use it. My
 11 dad said, "sure", so I did. You see, the fact
 12 that we had the Zook spider webs made me love
 13 spiderwebs, even if I hated spiders. I had been
 14 drawing and doodling them since we moved to
 15 Hinsdale. I still do.

16 The architect loved it and the
 17 patio looks great even 25 years later. The
 18 construction guys weren't so happy because they
 19 had to take the floor out piece by piece instead
 20 of just bulldozing it, but we saved the original
 21 design of the house. Sadly, it felt like we were
 22 the exception and not the rule when it came to

1 remodel instead of bulldozing as the teardowns
 2 were continuing at a rate that boggled my mind.
 3 I couldn't understand why you would want to tear
 4 down such beautiful homes and build massive
 5 homes with no yard for the kids, nowhere to play
 6 and almost literally on top of your neighbor.
 7 That's what downtown Chicago is for, not
 8 Hinsdale.

9 My parents sold our house in 1999
 10 and it crushed me. I felt "homeless" it was
 11 weird. I love my childhood home for the memories
 12 as a family and of my life but also because of
 13 the house. I always felt like our house had its
 14 own life and I wanted to be part of that life
 15 forever. My parents moved into a condo in Graue
 16 Mill and split time between Hinsdale and Florida
 17 until they moved to Florida full time in 2001.

18 I had moved to Florida in 1995 and
 19 lived there for 20 years, then Savannah, GA for
 20 three years before moving back to Chicago in the
 21 summer of 2018. All the while, whenever I would
 22 come back for work or to visit, I would drive by

1 our old house and reminisce. Friends would tell
 2 me when it was on the market again and when it
 3 would sell.

4 One of the owners of our former
 5 house had it declared an historical landmark
 6 because of the architectural significance and
 7 because of Zook. I felt a huge sense of relief
 8 because that meant it couldn't be torn down.
 9 The people that live in our former home now are
 10 great. We have become friends through a
 11 serendipitous mutual friend. After my dad passed
 12 away, my mom and I were in town for my brother's
 13 50th birthday. The mutual friend called me and
 14 said the current owners would love for us to
 15 come by and see the house. My mom and I went. It
 16 was great. If felt right for that family to be
 17 there. They love the house like we loved it.
 18 They bought it partially because of the Zook
 19 history. They even have the same kind of dog
 20 that we had when we lived there, except they
 21 have two. The right people are in the house. It
 22 is their home now.

1 It was interesting to see the
 2 different things that owners between my family
 3 and their family had done to change it, but the
 4 bones were all Zook.
 5 I moved back to Hinsdale in October
 6 of 2019. I don't recognize a lot of it.
 7 Sometimes I drive around or walk my dogs and try
 8 to take a trip down memory lane but there are
 9 monstrosities where my friends' homes were. They
 10 bulldozed the Comiskey house, the Crowe's house,
 11 they have torn down Zook homes to build massive
 12 houses that look like other massive houses.
 13 There are so many "Chip and Joanna Gaines"
 14 farmhouses there are areas that look like a
 15 housing development With only three or four
 16 floor plans. The Dean's house is in danger, so
 17 is the Elmore and Sexton/Janda house.
 18 There are multiple homes that I
 19 never thought I would see torn down that are on
 20 the chopping block. Hinsdale actually took a
 21 home off of landmark status and allowed it to be
 22 torn down and replaced with whatever it was

1 replaced with. There is another Zook house about
 2 to be torn down. People say these homes are
 3 "outdated". That is an easy excuse. There are at
 4 least three shows on HGTV that restore and
 5 remodel homes to keep up with the times instead
 6 of tearing them down. Check out "Good Bones",
 7 "Bargain Mansions" and "Home Town" some time.
 8 Why don't the builders/developers
 9 here restore the historic homes instead of
 10 demolishing them. Do something to restore the
 11 community not eliminate it.
 12 There are people that buy a home
 13 and literally let it rot so they can have it
 14 declared structurally unsound so they can tear
 15 it down and build a replacement.
 16 The Hinsdale Junior High became the
 17 Hinsdale Middle School and was torn down, and it
 18 needed to be. It was replaced with a monstrous
 19 square concrete, brick and glass building that
 20 includes a parking garage currently under
 21 construction. It's beautiful inside. Outside?
 22 Not so much. I expected better with the

1 resources and talent in Hinsdale.
 2 There are twelve, yes twelve, huge
 3 million dollar plus homes built on the property
 4 that was our sledding hill. When I drive by my
 5 old house, I don't even look on that side of the
 6 street. No other homes have been built on our
 7 side. It's the same five houses that have been
 8 there since I was a teenager.
 9 I can't bring my nieces to Hinsdale
 10 and show them where their dad learned how to ski
 11 jump like a crazy man that he shows off on rare
 12 occasions for them when they go skiing. I can't
 13 show them where he went to junior high. I can't
 14 show my nieces were their dad and I did most of
 15 our growing up things because so much of it is
 16 gone. We don't even have an ice cream store in
 17 Hinsdale anymore.
 18 Where do kids sled and play and be
 19 kids now? When does it stop? When do we reign
 20 it in?
 21 Don't get me wrong, I understand
 22 that there are homes that should be torn down.

1 There are plenty. But when we destroy the
 2 history of what made our town so desirable in
 3 the first place, it takes away the beauty of
 4 what is Hinsdale.
 5 Please stop now. While Hinsdale
 6 still has at least some of its historic and
 7 architectural charm left. Sincerely, Judith
 8 Coleman, 411 Justina Street.
 9 MS. CRNOVICH: Excuse me. This is for
 10 Steve. Considering the lateness of the hour and
 11 the volume of email that we have been listening
 12 to, I'm not sure how many letters are left,
 13 would it be possible to continue this maybe to
 14 have a next meeting meet at 7:00? I mean we
 15 have been sitting now for almost five hours.
 16 CHAIRMAN CASHMAN: Yes, I know. I
 17 appreciate everybody's patience. The Village
 18 wanted to get public comment.
 19 MS. CRNOVICH: Yes. We are getting --
 20 I don't feel it's fair to us or to anybody else
 21 watching at this time of the hour.
 22 CHAIRMAN CASHMAN: I think we still --

12:15AM

12:16AM

1 MR. JABLONSKI: Steve, Steve or Mike,
2 as a matter of order, we cut off public speakers
3 that bothered to dial in on time at 5 minutes
4 and we are reading 15 minute letters about the
5 history of Hinsdale.

6 CHAIRMAN CASHMAN: That last one was a
7 long one, I agree.

8 MR. JABLONSKI: There was at least two
9 of those. Is there a reason we read 15 minute
10 letters and we cut people off at 5 minutes?

12:16AM

11 CHAIRMAN CASHMAN: Well, we were hoping
12 these letters weren't going to be as long as
13 they were. Most of them aren't but we
14 definitely have some long ones.

15 How many more do we have to go,
16 Chan and Robb?

17 MR. MC GINNIS: I have got another 42.
18 I don't know if Chan has had a chance to look at
19 his yet.

12:17AM

20 MR. YU: I haven't counted but I have
21 about a quarter of an inch.

22 MR. WILLOBEE: I'll speak for myself, I

1 can't provide meaningful input at this point.

2 CHAIRMAN CASHMAN: No. If we somehow
3 were able to get to the end of public comment,
4 then we would close the public comment and then
5 schedule a special meeting to continue. I don't
6 think we can get to the end of public comment.

7 From what I'm looking at in the PDF
8 I'm following --

12:17AM

9 MS. CRNOVICH: I've been looking at it,
10 too. You are at like 281 and there is 314 as
11 far as just total pages. And some are succinct
12 and short; but there have been some longer ones,
13 too.

14 MS. CRNOVICH: Steve, could we --

15 CHAIRMAN CASHMAN: We have already gone
16 a long way. I think what I would like to know
17 if you can quickly look and see your
18 availability for Tuesday, the 30th, next
19 Tuesday.

12:17AM

20 MR. WILLOBEE: I will be on vacation,
21 Steve. I won't be available.

22 CHAIRMAN CASHMAN: Okay. Julie?

1 MS. CRNOVICH: I think I'm available.

2 CHAIRMAN CASHMAN: Michelle?

3 MR. JABLONSKI: Steve, I will make
4 myself available.

5 CHAIRMAN CASHMAN: Okay. Michelle?

6 MS. FISHER: Yes.

7 CHAIRMAN CASHMAN: Mark, you are going
8 to be on vacation. Troy?

9 MR. UNELL: I'm available on the 30th.

12:18AM

10 CHAIRMAN CASHMAN: So I think I would
11 like to entertain a motion. Chan, you and Robb
12 can see where we are at.

13 Michael, if that make sense that we
14 would ask for a motion to continue this to
15 another special meeting on Tuesday the 30th at
16 7:30 and try to then close out, finish the
17 public comment portion of this hearing, close
18 the public comment and, then start our
19 discussion and deliberations.

12:18AM

20 MR. MARRS: I do think that makes
21 sense. Do you have any interest in starting any
22 earlier than 7:30?

1 CHAIRMAN CASHMAN: That's up to the
2 Commissioners.

3 MR. UNELL: It would be fine with me.
4 Without the commute home, it's easier.

5 CHAIRMAN CASHMAN: True.

6 MS. CRNOVICH: That would be fine.

7 MR. JABLONSKI: Will we be inviting 50
8 more letters?

12:19AM

9 MS. CRNOVICH: Yes, there could be an
10 extra additional 50 letters. Do these have to
11 be read into the public record, or can we read
12 these on our own?

13 MR. MARRS: They do, Commissioners.
14 Unfortunately, it's one of the challenges of
15 doing one these kind of electronic hearings; but
16 we did say in the public hearing notice they
17 would be read into the record; and I think we
18 need to continue down that path.

12:19AM

19 To the Commissioner's point
20 earlier, though, about the length, we did
21 request that they be limited to three pages or
22 less so of the remaining ones if any are over

1 three, it's the Chairman's call as to whether we
2 read beyond that. So we will take a look at the
3 letters and confirm with the Chairman.

4 CHAIRMAN CASHMAN: Okay. I'd be in
5 favor of that.

6 What time? Could we possibly start
7 at 6:00?

8 MS. FISHER: I can check. I just have
9 to look at the schedule and confer with my other
10 half.

12:20AM

11 CHAIRMAN CASHMAN: Okay. Do we need to
12 have a time set, Michael?

13 MR. MARRS: Yes, you do. So if there
14 is any question, then we should maybe stick with
15 it.

16 CHAIRMAN CASHMAN: 7:30. Troy?

17 MR. UNELL: I was just asking, if
18 someone, if a Commissioner is late to a meeting
19 are they not able to participate?

12:20AM

20 MR. MARRS: No, they are. They just
21 join at some point. They are not prohibited
22 from voting or anything like that.

1 MS. FISHER: Okay. Do you want to just
2 do that, gentlemen, and ladies?

3 CHAIRMAN CASHMAN: Jim has been here.
4 I started seeing Jim's face on Zoom, I don't
5 know when you actually jumped in, Jim; but I
6 think he's been involved in this as well.

7 MR. KRILLENBERGER: Yes. I thought we
8 might get to a vote.

9 CHAIRMAN CASHMAN: I'm glad and thank
10 you for the participating when I know you are
11 under the weather so that's --

12:21AM

12 MR. KRILLENBERGER: Thanks for saying.

13 CHAIRMAN CASHMAN: So I would like to
14 entertain a motion then to continue the public
15 comment portion of this public hearing on
16 Tuesday, June 30, at 7:30.

17 MR. UNELL: Steve, is it possible to do
18 it at 6:00? I mean if someone has to join a
19 little bit late --

12:21AM

20 CHAIRMAN CASHMAN: Oh, that's what you
21 mean. Well, I guess how many would 6:00 work
22 for. Julie?

1 MS. CRNOVICH: I need to check on
2 something. I think it will work for me. I can
3 get back and let you know for sure tomorrow.

4 CHAIRMAN CASHMAN: Michelle would have
5 to go wake up her other half.

6 MS. FISHER: Yes, right now --

7 CHAIRMAN CASHMAN: Jerry, does 6:00
8 work for you?

9 MR. JABLONSKI: Yes. I will be there
10 at 6:00.

12:21AM

11 CHAIRMAN CASHMAN: Okay. Mark, you are
12 going to be on vacation.

13 Troy, it would work for you. Jim?

14 MR. KRILLENBERGER: 6:00 works.

15 CHAIRMAN CASHMAN: Okay. And why don't
16 we don't we go for 6:00. And then, Michelle,
17 you can see if you can start the meeting.

18 MS. FISHER: Sounds like a plan. Thank
19 you.

12:22AM

20 CHAIRMAN CASHMAN: So do I have a
21 motion then to continue the public comment
22 portion of this public hearing to Tuesday,

1 June 30 at 6 p.m.?

2 MR. UNELL: So moved.

3 MS. CRNOVICH: Second.

4 MR. JABLONSKI: Second from Jablonski.

5 CHAIRMAN CASHMAN: Could you do a roll
6 call, please.

7 MR. YU: Sure. Commissioner
8 Krillenberger?

9 MR. KRILLENBERGER: Aye.

12:22AM

10 MR. YU: Commissioner Fisher?

11 COMMISSIONER FISHER: Aye.

12 MR. YU: Commissioner Jablonski?

13 MR. JABLONSKI: Aye.

14 MR. YU: Chairman Cashman?

15 CHAIRMAN CASHMAN: Aye.

16 MR. YU: Commissioner Crnovich?

17 MS. CRNOVICH: Aye.

18 MR. YU: Commissioner Krillenberger?

19 MR. KRILLENBERGER: Aye.

12:22AM

20 MR. YU: Commissioner Fisher?

21 COMMISSIONER FISHER: Aye.

22 MR. YU: Commissioner Jablonski?

406

1 MR. JABLONSKI: Aye.

2 MR. YU: Chairman Cashman?

3 CHAIRMAN CASHMAN: Aye.

4 MR. YU: Commissioner Crnovich?

5 MS. CRNOVICH: Aye.

6 MR. YU: Commissioner Willobee?

7 MR. WILLOBEE: Aye.

8 MR. YU: Commissioner Unell?

9 MR. UNELL: Aye.

10 MR. YU: And Commissioner Fiascone?

11 MS. FIASCONE: Aye.

12 CHAIRMAN CASHMAN: Okay. I really

13 appreciate it. I think it will be helpful, too.

14 We will have a lot of time to soak up a lot of

15 comment and soak it in for Tuesday.

16 Do I have a motion to adjourn?

17 MR. KRILLENBERGER: I will so motion.

18 MS. FISHER: Second.

19 CHAIRMAN CASHMAN: And roll call,

12:23AM 20 please.

21 MR. YU: Commissioner Krillenberger?

22 MR. KRILLENBERGER: Aye.

407

1 MR. YU: Commissioner Fisher?

2 COMMISSIONER FISHER: Aye.

3 MR. YU: Commissioner Jablonski?

4 MR. JABLONSKI: Aye.

5 MR. YU: Chairman Cashman?

6 CHAIRMAN CASHMAN: Aye.

7 MR. YU: Commissioner Crnovich?

8 MS. CRNOVICH: Aye.

9 MR. YU: Commissioner Willobee?

10 MR. WILLOBEE: Aye.

11 MR. YU: Commissioner Unell?

12 MR. UNELL: Aye.

13 MR. YU: And Commissioner Fiascone?

14 MS. FIASCONE: Aye.

15 MR. CASHMAN: Thank you everybody. And

16 Robb and Chan, thank you so much for all that

17 reading.

18 MS. CRNOVICH: Be careful driving home.

19 CHAIRMAN CASHMAN: It's quite a heavy

12:23AM 20 load. Why don't you just lay down behind your

21 desk there and call it a day.

22 All right. Thank you, everyone.

408

1 Talk to you on Tuesday.

2 * * *

3 (Whereupon the above-entitled

4 public hearing was continued to

5 Tuesday, June 30, 2020, at

6 6:00 p.m.)

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409

STATE OF ILLINOIS)
) ss.
 COUNTY OF DU PAGE)

I, JANICE H. HEINEMANN, CSR, RDR, CRR,
 do hereby certify that I am a court reporter
 doing business in the State of Illinois, that I
 reported in shorthand the testimony given at the
 hearing of said cause, and that the foregoing is
 a true and correct transcript of my shorthand
 notes so taken as aforesaid.

/s/ Janice H. Heinemann
 Janice H. Heinemann CSR, RDR, CRR
 License No. 084-001391

STATE OF ILLINOIS)
) ss.
 COUNTY OF DU PAGE)

BEFORE THE VILLAGE OF HINSDALE
 PLAN COMMISSION

In the Matter of:

Case A-14-2020 - Village of Hinsdale -
 Consideration of a Village-wide temporary
 moratorium not to exceed 180 days on the
 issuance of any demolition permit or other
 building or zoning approvals involving the
 demolition of any single-family home or
 building within the Village that either has
 landmark status or is one of the homes within
 the Village deemed to be historically
 "significant" or "contributing" in the 1999
 Hinsdale Reconnaissance Survey prepared by
 Historic Certification Consultants.

REPORT OF PROCEEDINGS had and testimony
 taken via Zoom at the Continued Special Public
 Meeting of the above-entitled matter before the
 Hinsdale Plan Commission at 19 East Chicago
 Avenue, Hinsdale, Illinois, on the 30th day of
 June, 2020, at the hour of 6 o'clock p.m.

BOARD MEMBERS PRESENT VIA ZOOM:

MR. STEPHEN CASHMAN, Chairman;
 MS. JULIE CRNOVICH, Member;
 MS. ANNA FIASCONE, Member;
 MS. MICHELLE FISHER, Member;
 MR. GERALD JABLONSKI, Member;
 MR. JIM KRILLENBERGER, Member;
 MR. TROY UNELL, Member.

455

1 ALSO PRESENT VIA ZOOM:

2 MR. ROBB MC GINNIS, Director of
Community Development;

3 MR. CHAN YU, Village Planner;
MR. MICHAEL MARRS, Village Attorney;

4 MR. BRADLEY BLOOM; Assistant Village
Manager/Director of Public Safety.

5

6 ALSO LISTED AS PRESENT VIA ZOOM TELEPHONE
CALL:

7 MR. MATTHEW BOUSQUETTE,
MR. DALE KLEBER,

8 MS. JULIE LAUX.

9 * * *

08:05PM 10 CHAIRMAN CASHMAN: The next item is a
11 public hearing, Case A-14-2020 - Village of
12 Hinsdale - Consideration of a Village-wide
13 temporary moratorium not to exceed 180 days on
14 the issuance of any demolition permit or other
15 building or zoning approvals involving the
16 demolition of any single-family home or building
17 within the Village that either has landmark
18 status or is one of the homes within the Village
19 deemed to be historically "significant" or
20 "contributing" in the 1999 Hinsdale
21 Reconnaissance Survey prepared by Historic
22 Certification Consultants.

456

1 This matter was continued from
2 hearings previously held on June 10, 2020 and
3 June 24, 2020.

4 Do we have to have a motion to
5 reopen this, Michael?

6 MR. JABLONSKI: I move that we reopen
7 this.

8 CHAIRMAN CASHMAN: Second?

9 MS. CRNOVICH: Second, Crnovich.

10 CHAIRMAN CASHMAN: Roll call, Chan.

11 MR. YU: Commissioner Fisher?

12 MS. FISHER: Aye.

13 MR. YU: Commissioner Jablonski?

14 MR. JABLONSKI: Aye.

15 MR. YU: Chairman Cashman?

16 CHAIRMAN CASHMAN: Aye.

17 MR. YU: Commissioner Crnovich?

18 MS. CRNOVICH: Aye.

19 MR. YU: Commissioner Unell?

09:18PM 20 MR. UNELL: Aye.

21 MR. YU: Commissioner Fiascone?

22 MS. FIASCONE: Aye.

457

1 CHAIRMAN CASHMAN: What we are going to
2 do is continue with, we left it off at about
3 12:25 on the 24th in the written comments. So
4 we are going to pick up there. And basically on
5 my notes we were on page 287 of 314 I think was
6 the last public comment we read.

7 So, Robb, are you going to pick it
8 up first and then Chan?

9 MR. MC GINNIS: Sure, yes. Thank you,
10 Chairman.

11 All right. This is from Scott
12 Seyfarth. I am writing to strongly urge against
13 the tear down moratorium that has been proposed
14 for certain properties in Hinsdale.

15 If you think back to when Hinsdale
16 was farmland and houses were sparse, imagine
17 what a shock it was to have the new "Craftsman"
18 (among other types) of homes and Village streets
19 show up. It was called progress. It followed
20 the natural progression of our civilized world.
21 Technology improves, styles change and amenities
22 are developed. Homes are not built today to

458

1 last forever. They certainly were not built
2 dozens of years ago to last forever either (to a
3 lesser extent in fact). Fire codes have changed,
4 fire preventative technology has improved and
5 overall efficiencies have become enhanced with
6 modern day building materials and techniques.
7 100 years from today, there will continue to be
8 modifications to how we build and suit our ever
9 progressing lifestyles.

10 Without further elaboration on
11 improving the living conditions of the homes,
12 might I add that there should be freedom to
13 improve your own land within a REASONABLE set of
14 zoning guidelines, predominantly set up around
15 safe and proven building technologies.
16 Architectural styles and choices have always
17 been personal preferences and to force the
18 opinions of a few on the masses is simply an
19 invasion of freedom.

20 I hope that a reasonable discussion
21 will take place surrounding the free choice that
22 should be available to protect Hinsdale's

1 ability to attract residents. The more
2 restrictions, the less people will want to move
3 to Hinsdale. There are plenty of people who can
4 buy an old house and work with the worn out and
5 antiquated structures to improve them if they
6 desire. It should not be a mandate from a public
7 entity. Thank you, Scott.

8 Next from Stephanie Evans of
9 48 Harris in Clarendon Hills. I support the
10 proposed moratorium to protect Hinsdale's
11 historic homes. I grew up in a historic home in
12 the woodlands that was torn down. It's too bad.

13 Next from Jacquelyn Castleforte.
14 Again, apologies for last names if I butcher
15 them up.

16 Dear Plan Commission, As a current
17 Hinsdale resident, I strongly encourage the
18 commission reconsider the proposed moratorium
19 and its impact on the Village, our constituents
20 and our tax base.

21 At a minimum, I respectfully ask
22 the commission to consider the following three

1 points: 1. I ask the commission to pause the
2 advancement of the moratorium until an
3 independent economic study is completed.

4 2. In the event the commission
5 moves forward without a study or following a
6 study that determines it is economically
7 advisable to proceed with a moratorium, I
8 request the commission include common sense
9 exceptions to the moratorium so that economic
10 development in our town does not come to a
11 standstill. I believe this should include
12 exceptions for properties that already received
13 a tear down permit (regardless of whether it
14 expired) and those that are dilapidated or a
15 danger to the community.

16 3. In the event the commission
17 ignores 1 and 2, I would ask the commission to
18 disregard the "backdating" proposed by the
19 Village board and grandfather in all of those
20 properties. As to my first point regarding an
21 economic study, I would strongly urge the
22 commission to hire an independent firm to review

1 the economic impact of a moratorium on our
2 community, including during these economic
3 times. Given the crisis facing our national,
4 state and local economies, it would be negligent
5 to proceed without careful consideration and an
6 independent review. As a Village, we should
7 never take action that could have an adverse
8 impact then study the action to see if it had an
9 adverse impact. We must study in advance and
10 allow property owners to follow the
11 pre-established procedures for development,
12 until such time as we are certain of the impact
13 of this drastic measure.

14 In addition, common sense
15 exceptions to the moratorium must be included,
16 if the independent economic study deems a
17 moratorium in the best economic interests of the
18 Village. For example, homes that previously
19 received a tear down permit (regardless of
20 whether it expired) should not be subject to the
21 moratorium. Furthermore, homes that pose a
22 safety risk (including, those potentially

1 inhabited by squatters) should not be subject to
2 the moratorium. I do not believe the commission
3 should take lightly the infringement of
4 constitutional property rights and an overly
5 broad moratorium would certainly do that. I have
6 no doubt this moratorium will quickly be
7 challenged in the courts and an overly broad
8 moratorium will hurt the village's case.
9 Finally, I urge the commission to ignore the
10 backdating proposed by the Village board. I do
11 not think it is right for the Village to freeze
12 all building applications that meet the current
13 rules and regulations for 4-6 months so that
14 they will be subject to not-yet-adopted rules
15 and regulations.

16 In addition and as a technical
17 matter, the Finally, I urge the commission to
18 ignore the backdating proposed by the Village
19 board. I do not think it is right for the
20 Village to freeze all building applications that
21 meet the current rules and regulations for 4-6
22 months so that they will be subject to

1 not-yet-adopted rules and regulations. In
 2 addition and as a technical matter, the
 3 moratorium would be I 0-12 months and require
 4 new, timely notice and a public hearing.
 5 I hope the plan commission will carefully
 6 consider this significant step and its impact on
 7 our community. Jackie

8 MS. CRNOVICH: Excuse me, Robb. I
 9 received a text message from somebody saying
 10 they were having a hard time hearing when you
 11 speak. Would there be something different going
 12 on?

13 MR. MC GINNIS: Can everyone else hear
 14 me okay?

15 MS. CRNOVICH: I hear you fine. I had
 16 to decrease my volume. I wonder if that has
 17 something to do with it.

18 MR. MC GINNIS: I just turned mine up a
 19 little bit so hopefully they can hear me.

20 MS. CRNOVICH: Okay. Thank you:

21 MR. MC GINNIS: Next is Jay McGreevy,
 22 442 East 1st Street. Good afternoon, Tom.

1 without a permit. How and why is this happening?

2 Next is from John Guastafarro,
 3 132 North Vine Street. To Whom it May Concern,
 4 I have reviewed the letter of May 22, 2020 and
 5 the website concerning the proposal to extend a
 6 moratorium for 180 days on permits for building
 7 and demolition of any home deemed landmark or
 8 "historically significant or contributing".

9 After reading the proposal I must strenuously
 10 object to what I consider an infringement of my
 11 rights as a property owner. My home at Vine is
 12 listed by the Hinsdale Historical society as a
 13 historical home. In reality, this means
 14 absolutely nothing. Homes listed as
 15 "historical" by the US government receive tax
 16 credits, HUD loans at reduced rates and the
 17 like. I have several friends in Ohio who have
 18 homes that are listed under the "historical"
 19 banner, one of which is a city attorney for the
 20 city of Cincinnati. I called him and sent him
 21 the information and he agreed that while he is
 22 in favor of protecting historical properties,

1 I have lived in the Robbins Historic District in
 2 Hinsdale for the past 45 years. I have met you
 3 several times at previous Board of Trustee
 4 meetings.

5 Over the past several decades, 1st
 6 Street and the surrounding neighborhood has
 7 changed significantly. New homes have replaced
 8 historic homes, that had once contributed to our
 9 unique streetscape.

10 More importantly, Howard Dean was
 11 one of my best friends. I have spent countless
 12 hours at the Dean home located at 716 S. Oak and
 13 know its architectural significance to our
 14 Village.

15 The Plan Commission must approve
 16 this teardown moratorium to ensure that homes
 17 like the Dean home can be protected for future
 18 generations.

19 In addition to this, I want to
 20 bring up the former Bere home on Elm Street. I
 21 understand the new owners are seeking to demo
 22 this home and are currently taking the roof off,

1 officials should not have any power over
 2 property rights. By placing a moratorium on
 3 construction or sales for demolition, the homes
 4 you deem historically important would be placed
 5 at an unfair disadvantage if they were to go on
 6 the market for sale against other homes listed.
 7 The potential buyers would have to be told of
 8 the restrictions placed on the home by the
 9 Village and subsequently the competitive edge
 10 would swing to other non-restricted homes for
 11 sale. The price would then have to be reduced
 12 because of restrictions placed upon the property
 13 by the Village. I purchased my home in 1999 and
 14 chose Hinsdale because it was a nice place
 15 similar to my neighborhood in Cincinnati. It had
 16 absolutely nothing to do with the historical
 17 value of my home and if these restrictions of
 18 infringement were placed before me at the time
 19 of purchase, I would have looked elsewhere as
 20 would anyone else. This is not a "gated
 21 community" where you sign a contract to abide by
 22 the rules before you purchase and move in. I am

1 a senior citizen of 74 years, retired and have
 2 not been contacted by anyone to demolish my
 3 home. I am, however, nearing a time in life
 4 where I may need to sell my home for a more
 5 convenient structure and I certainly do not want
 6 any impediments to selling my home based upon
 7 what I or any other "historical" homeowner would
 8 consider infringement by a Village counsel that
 9 offers no choice but to hurt the sale of homes,
 10 purchased years ago, in the current market.
 11 I hope you will consider the other positions
 12 instead of ones placed by those who feel they
 13 should have a voice in how I and others profit
 14 from the sale of our homes; A beautiful Hinsdale
 15 is the goal of everyone but not at the expense
 16 of some to the benefit of others. A compromise
 17 should be considered at the very least if not
 18 the abandonment of this project. Let's not
 19 forget this is private property.

06:20PM

20 Next from Rob Miller at 231 East
 21 3rd Street. Trustees, I'm writing as a historic
 22 preservationist opposed to the proposed

1 underlying economic problem, and will only serve
 2 to postpone the inevitable.
 3 I can offer four concrete
 4 suggestions that should be part of any policy
 5 discussion: 1) expedite permitting and waive
 6 bonds and fees for anyone attempting a
 7 renovation.
 8 2) eliminate the time consuming,
 9 redundant, and expensive review by multiple
 10 boards and commissions that make the renovation
 11 process even more daunting than a normal
 12 construction project.
 13 3) provide all possible economic
 14 incentives to owners willing to renovate
 15 historic homes.
 16 4) assign a Village employee to
 17 every renovation project to act as ombudsman to
 18 assist homeowners with the entitlement process
 19 My Commander in the Army used to say that "hope
 20 is not a method." I fear a tear-down moratorium
 21 is a policy based on hope alone, spitting into
 22 the economic winds. Instead, let's study the

1 demolition moratorium. I have no economic
 2 interest in the outcome of this debate, only a
 3 desire to see our Village adopt proactive
 4 measures that recognize the economic realities
 5 of this situation.

6 My wife and I restored a 1908
 7 Prairie style house on Third Street between 2013
 8 and 2015. It took seven months to obtain permits
 9 and our costs were far in excess of our original
 10 budget. We learned the hard way that renovation
 11 is not economically feasible. It must instead be
 12 a labor of love. Current incentives like the tax
 13 freeze are restrictive and complicated.
 14 Limitations in these programs make the loss in
 15 potential home value greater than the tax
 16 savings.

06:22PM

17 We'll continue to see these
 18 historic homes deteriorate unless we come up
 19 with a pro-active plan to recruit
 20 preservationist home owners, expedite their
 21 approvals, and gather all possible economic
 22 incentives. A moratorium will not solve the

1 problem and come up with realistic, and
 2 effective solutions.
 3 Next from Mary Cooney. I am very
 4 opposed to any moratorium on tear downs in
 5 Hinsdale. 99% of the new homes that are being
 6 built are a great improvement to the Village.
 7 Any moratorium would effect the already
 8 precarious economy.
 9 Next is from Dean Dussias. Please
 10 be advised that I am adamantly opposed to any
 11 proposal of a moratorium of any kind. Resident
 12 of Cleveland Road in the Woodlands.
 13 Next is from Alexis Braden. Good
 14 afternoon Plan Commission, As a member of the
 15 Hinsdale Historic Preservation Commission, I'd
 16 like to publicly voice my support of the
 17 proposed teardown moratorium. Architecturally
 18 significant, structurally sound homes, many of
 19 which are located in the Robbins Park Historic
 20 District, need to be saved.
 21 Please consider following in the
 22 footsteps of forward-thinking neighbors on the

471

1 North Shore including Kenilworth, Glencoe and
 2 Winnetka, to enact a short teardown moratorium
 3 to give time to provide incentives to home
 4 owners, to identify a process that addresses
 5 public input and demolition alternatives, as
 6 well as stronger/more enforceable code to hold
 7 those home owners accountable who commit
 8 demolition by neglect.

9 I understand that not every old
 10 home can or should be saved. I am fighting for
 11 those that make up the fabric of our historic
 12 Village.

13 Next, this is from Therese Rooney.
 14 To whom it may concern, I am writing to oppose
 15 the proposed moratorium on demolition permits in
 16 Hinsdale. Homeowners who have purchased their
 17 property with no restrictions, should be
 18 afforded the full rights to their property. To
 19 put a restriction on a property after it is
 20 purchased is wrong. Especially if it was
 21 purchased without a Historic Designation and
 22 does not have historical significance. The

472

1 Hinsdale Historic Preservation Commission was
 2 put in place to make recommendations to the
 3 Village not to affect property rights of the
 4 owner. We have seen the Commission put an
 5 historic designation on a property only to
 6 remove it due to lack of salability of that
 7 home. Was it then, in fact, historic? To
 8 prohibit an older run down home from being
 9 replaced by a thoughtful well planned home is a
 10 shame. The landscape of Hinsdale is beautiful
 11 and enhanced by people who care enough to make
 12 their properties the best they can be.

13 I implore you not to approve this
 14 moratorium and adversely affect the property
 15 rights of homeowners in our Village.

16 Next this is from Mike and Linda
 17 Robinson, To the Village of Hinsdale Plan
 18 Commission, Our Hinsdale house is well over 100
 19 years old, and we've lived and raised our family
 20 in it for the last 23 years. We love our old
 21 house, and have made substantial investments
 22 over the years to maintain and improve it. We

473

1 are now empty nesters, and expect that sometime
 2 in the next few years we will sell it and
 3 downsize.

4 We sincerely hope that, when the
 5 time comes for us to sell, the buyers will
 6 appreciate it's charm and history, and keep the
 7 house. But the economic reality is that the
 8 value of our property is in the land. Almost
 9 certainly, a buyer able to tear down our house
 10 would pay a significantly higher price than a
 11 buyer who is required to keep it. We expect that
 12 the difference in value could be well into six
 13 figures. If the Village now changes the rules on
 14 what a buyer can do with our house, we would
 15 lose that value. It may be that others enjoy the
 16 look of our old home, and that changing the
 17 rules would enhance the overall charm of the
 18 Village in the short term, but it's not fair to
 19 ask us (and other owners of old houses) to make
 20 such a financial sacrifice.

21 The Village should focus instead,
 22 as it has, on regulating the size of new homes.

474

1 With the appropriate set backs and height
 2 restrictions, new homes contribute to the
 3 vitality and tax base of Hinsdale. The wrong
 4 types of restrictions will result in buyers
 5 going elsewhere for the new homes that they
 6 want, and the decline of our town as it evolves
 7 into a museum of older houses that people love
 8 to look at, but do not want to buy or live in.

9 Next is from Jeff and Tracy Scott.
 10 I don't have an address. To the Village Clerk,
 11 Our family has lived in Hinsdale for the past 7
 12 years. We love the character of the
 13 neighborhoods, the stable property values and
 14 diversity of both new and old houses in
 15 Hinsdale. In the midst of the Village debate
 16 about a demolition moratorium, we're concerned
 17 for the families stuck in the middle (i.e. those
 18 who had already purchased land or homes who've
 19 been in a holding pattern as this debate has
 20 surfaced). We strongly encourage the commission
 21 to allow a common sense exception to the
 22 proposed moratorium to protect such families.

1 The proposed moratorium may block families that
 2 have already purchased properties for tear down
 3 that would have been approved under the existing
 4 rules and/or had earlier teardown approvals that
 5 had lapsed. Further, the "backdating" proposed
 6 by the Village board would extend the delays
 7 well past the 6-1nonth time period. We would
 8 recommend grandfathering in these families that
 9 are caught in the middle so they can start on
 10 their projects. However the Village decides to
 11 proceed with historical homes, the fact remains
 12 that these families should not be penalized.

13 Families need the ability to make
 14 plans based on the rules at the time. In this
 15 economy, many families do not have the capital
 16 to wait for 6+ months or take a significant loss
 17 by selling a property where a new buyer is no
 18 longer able to build.

19 It is unreasonable to change the
 20 rules after families have invested significant
 21 dollars. If the end goal is protecting the
 22 character of our town for years to come,

1 And, this is why we want to support
 2 diversity in housing styles while also making
 3 sure that we don't "throw the baby out with the
 4 bath water" in the rush for bigger, better, more
 5 expensive and grander houses. Let's not lose our
 6 heritage and our character not to mention our
 7 charm.

8 Gorgeous, gracious homes are being
 9 tom down for the latest style, which seems to be
 10 what I call "Farmhouse Fishbowl," those houses
 11 with a seemingly pleasant simple, farmhouse
 12 exterior and enormous windows allowing the
 13 passerby to admire the owners' lamps, books and
 14 sofas.

15 Let's do all we can to protect
 16 architecturally significant and historic
 17 structures, otherwise our Village will become
 18 its own version of cookie cutter: One in which
 19 every single homeowner just wants to do outdo
 20 his neighbor, thus removing the "unity" from
 21 community.

22 This is from Mary Buddig at

1 allowing this exception will protect families
 2 during this transition period and may even
 3 encourage more support for what the commission
 4 is trying to achieve for the Village.

5 Next is from Sara Clarkson,
 6 338 Flagg Court. Hello Village of Hinsdale,
 7 When we moved to Illinois in 2003 for my
 8 husband's job, the real estate agents insisted
 9 we would live in Naperville. But we weren't
 10 sold. We objected to all the subdivisions and
 11 the cookie cutter nature of the houses. Frankly,
 12 we were looking for more charm and more
 13 community, and after visiting several other
 14 villages we felt like we found charm, community
 15 and small town greatness here, a place with old
 16 buildings and churches and homes existing
 17 cheek-to-jowl with newer buildings, churches and
 18 homes. There were many fine examples of
 19 architecture, from the Chicago bungalow to the
 20 Sears house, to the arts and crafts style, to
 21 the Cotswold-ish Zook houses and so much more.
 22 What charm and flavor!

1 222 East 8th Street. Dear Village Board,
 2 I am writing to strongly urge against the tear
 3 down moratorium that has been proposed for
 4 properties in Hinsdale.

5 I understand your thought process,
 6 but I also feel that you will cause the market
 7 in Hinsdale to basically stop. First, the homes
 8 that you are now discussing, those homeowners
 9 bought in good faith and they were sold in good
 10 faith to build on the lots. The buyers paid a
 11 lot of money to build a NEW HOME.

12 Old homes are very charming, but
 13 overly expensive to rehab. Old homes usually
 14 come with asbestos, old plumbing, dangerous
 15 wiring and on and on until it is not worth it.
 16 This is a huge burden to put on a buyer.

17 In addition, old homes are filled
 18 with code violations. Once you start to
 19 renovate, those codes need to be met. Fire codes
 20 have changed, fire preventative technology has
 21 improved and overall efficiencies have become
 22 enhanced with modern day building materials and

1 techniques.

2 No home is built to last forever.

3 Homeowners need to be given freedom to improve

4 their own land within reasonable zoning

5 guidelines for safety and looking out for the

6 neighbors regarding drainage etc. Architectural

7 styles should be a personal preferences for a

8 homeowner.

9 I hope that you will listen to

10 Homeowners concerns and have an open-minded

11 discussion regarding a buyer's right to have the

12 house of their dreams. If you do not, I fear

13 what will happen to the real estate market in

14 Hinsdale. Free choice with zoning rules should

15 be available to protect Hinsdale's ability to

16 attract residents. My fear is that More

17 restrictions will lead to fewer people desiring

18 to move to Hinsdale.

19 A home is a big expenditure and the

20 proposed restrictions are overreaching.

21 This is from Ken and Sara Heulitt,

22 423 North Quincy. We are not in favor of the

1 proposed moratorium. 1. Owners of some of the

2 houses in question and the buyers of those homes

3 have relied on established Village processes to

4 carry out their sale transactions. To change the

5 rules after transactions are completed is

6 inappropriate, and will put the Village at risk.

7 Homeowners should be able to depend on

8 established procedures.

9 2. The recommendation refers to

10 the 1999 Reconnaissance Survey, which presumably

11 identified some houses having substantial

12 heritage value to the community. Designations of

13 these houses should have been imposed within a

14 reasonable time after completion of the Survey.

15 Homeowners could have accepted or appealed such

16 designations while the Survey results were

17 fresh, It is strange to resurrect the Survey

18 results and seek to impose restrictions 21 years

19 later. What was the Planning Commission's

20 position regarding the Survey for the past two

21 decades?

22 3. While the houses at issue look

1 nice from the street, the value of some is quite

2 low. For instance, 419 S. Oak sold for \$1.86

3 million. If the demolition is disallowed, this

4 house will be appraised based on this very low

5 market value. A new build on this site might be

6 worth three times this much. The Village and

7 county will forego significant property tax

8 revenue.

9 4. We believe a majority of the

10 new homes in Robbins Park have improved the

11 aesthetics of the community. We know this is a

12 matter of taste, but surely older is not always

13 better. The Planning Commission should emphasize

14 approval of new building designs and

15 architecture rather than seeking to preserve old

16 structures.

17 Next is from Maria Dussias. Please

18 be advised that I am adamantly opposed to any

19 proposal of a moratorium of any kind.

20 Next is from Jeanne DeRaimo, 8 East

21 Kennedy Lane in Hinsdale. The energy and time

22 that some residents have invested in trying to

06:32PM

1 block the demolition of old buildings is foolish

2 and perhaps unconstitutional.

3 Why do individual citizens believe

4 they can tell other residents how to spend their

5 money?

6 Do you know the details of these

7 building and the huge amounts of money that are

8 necessary to make them livable? Have you

9 personally walked through these homes and seen

10 how bad they are? Most of them are the

11 inspiration for the Tom Hanks movie, MONEY PIT.

12 It is almost impossible to predict the amount of

13 money needed as - no one can be sure what lies

14 beneath - hence demolishing is the affordable

15 solution. Do you know how many years they have

16 languished on the real estate market trying to

17 find a buyer who wanted a historic building?

18 I support the concept of freedom. I

19 do not think the Village should have the

20 authority to tell people they can not build

21 their dream home.

22 Individuals who love historic homes

1 should buy them and fix them up just as
2 individuals who prefer a new home should be
3 allowed to build one.

4 Next, this is from Joe Kacergis,
5 206 West Hickory Street. We are opposed to the
6 demolition moratorium as outlined in your letter
7 dated May 22.

8 Next is from Martin Buehler, Martin
9 and Colleen Buehler. Per the Village's cover
10 letter accompanying the "Revised Notice of Plan
11 Commission Public Hearing" the following is
12 stated as the purpose of the moratorium:

13 "The purpose of the moratorium, if
14 imposed, would be to provide an opportunity for
15 study by the Plan Commission, Historic
16 Preservation Commission and/ or Village Board of
17 Trustees of whether text amendments to the
18 Village's Zoning Ordinance and Village Code
19 should be made, in order to more effectively
20 protect the many single-family homes and other
21 structures, buildings, sites or areas that
22 contribute to the Village's character, beauty

1 and historic charm."

2 The actual body of the notice
3 itself states: "The purpose of the moratorium,
4 if imposed, would be to provide an opportunity
5 for study by the Plan Commission, Historic
6 Preservation Commission and/or Village Board of
7 Trustees of whether text amendments to the
8 Village's Zoning Ordinance and Village Code
9 should be made, in order to more effectively
10 protect the many single-family homes and other
11 structures, buildings, sites or areas that
12 contribute to the Village's character, beauty
13 and historic charm. Possible text amendments
14 that might be considered, should a moratorium be
15 imposed, include, but are not limited to,
16 changes to the Village Code provisions relative
17 to landmarking of historic buildings,
18 structures, sites or areas, certificates of
19 appropriateness, and demolition approvals of
20 historic buildings, structures, sites or of
21 buildings, structures or sites within the
22 Village."

1 I oppose the moratorium for the
2 following reason. There is no need for a
3 moratorium. Changes to the Village Code can be
4 discussed and recommended by the various
5 commissions without need of instituting a
6 moratorium. Village residents have purchased
7 property with the full knowledge of existing
8 codes. As long as changes, alterations &
9 improvements meet existing codes, residents
10 should be free to improve their residences as
11 they deem appropriate. It is patently unfair to
12 change the rules in mid-stream simply for the
13 reason that a "commission" doesn't like what
14 someone is proposing for THEIR home. This type
15 of action centralizes too much power in the
16 hands of a select few hands in effect making
17 them the arbiters of all issues related to home
18 owners rights regarding THEIR properties.
19 The purpose of the "commissions" is to make
20 "recommendations" regarding alterations to the
21 Village Codes. This can and should be done
22 without need of a moratorium.

1 MR. YU: Robb, excuse me. I'm getting
2 an email, could you slow down the reading just a
3 little bit.

4 MR. MC GINNIS: Sure.

5 MR. YU: Thank you.

6 MR. MC GINNIS: The purpose of the
7 "commissions" is to make "recommendations"
8 regarding alterations to the Village Codes. This
9 can and should be done without need of a
10 moratorium. Codes are objective. Commissions are
11 not. If every time a "commission" disagrees with
12 the legitimate request of a homeowner, they need
13 only request a moratorium for the purpose of
14 changing the rules in order to deny the request.
15 If this were the case there would be no need for
16 "objective" codes.

17 The only purpose for this
18 moratorium is to stop existing requests that
19 legitimately meet existing codes to keep them
20 from being implemented, thus unfairly treating
21 homeowners.

22 I strongly oppose the proposed

1 moratorium.
 2 Next is Joe Pieranunzi.
 3 I have been a resident of Hinsdale for over
 4 24 years. I myself bought an old dysfunctional
 5 home on Burns Field and built a new home for my
 6 family.. I wouldn't have appreciate the
 7 resistance or disapproval from the Village when
 8 I was building! I totally DISAPPROVE of the
 9 Moratorium!!

10 Next from Phil Stewart at 740 South
 11 Quincy. I have lived in Hinsdale for over
 12 8 years in two different homes.

13 While I certainly support residents
 14 rights to maintain and preserve historic homes,
 15 I also support any citizens right to tear down
 16 their property and build according to their
 17 needs, wants, and desires. I am not in favor of
 18 a moratorium on teardowns in the Village of
 19 Hinsdale.

20 I believe the Village has the
 21 ability to control the "look and feel" of our
 22 neighborhoods through appropriate zoning and

1 ordinances (setbacks, design considerations
 2 etc), without resorting to a moratorium which
 3 will potentially impact property values, but
 4 more importantly unnecessarily impinges on the
 5 rights of property owners to exercise their
 6 prerogatives. Thank you for listening.

7 Next is from Jim Prisby. Plan
 8 Commissioners, This probably won't come as a
 9 surprise but I am in favor of the 180 day
 10 moratorium that will allow this topic to be
 11 properly studied and reviewed.

12 As a resident since 1974 I've seen
 13 the radical changes that have happened to our
 14 Village. I've been part of it! As an architect
 15 in town for twenty seven years, and a builder
 16 for nine, I've seen both sides of this
 17 Debate. Our office was the architectural firm
 18 behind many of the McMansions from the late 90's
 19 and early 2000's having designed most of what JP
 20 McMahan built. Without counting I'd say we've
 21 designed over 50 new homes in town. We have also
 22 saved and preserved many houses throughout the

1 Village and we continue to do both today.
 2 My personal interest in the Village
 3 history is what prompted me to join the HPC
 4 three years ago. I'm certainly not opposed to
 5 new construction but we HAVE lost some real
 6 historical treasures over the years that need
 7 protecting. Right now many of these homes are
 8 targeted for demolition. Our town is at a point
 9 where we may lose the real architectural gems
 10 which drastically affects the historical fabric
 11 of the community. I feel we are at a tipping
 12 point.

13 What I've learned in my three years
 14 on the HPC is that our Title XIV is in desperate
 15 need of a rewrite. It does not work as intended.
 16 Even those opposed to the moratorium that are
 17 trying to build in the Robbins District, and
 18 have experienced the process, will admit this.
 19 The process does not work. The HPC was formed as
 20 an advisory role aimed at preemptively educating
 21 the community members, especially in the
 22 historic districts, and to encourage

1 preservation. For new homes, the HPC is charged
 2 with advising new property owners to help them
 3 understand the importance of our history so that
 4 respectful architecture can be created. Sadly,
 5 through a variety of factors, the process has
 6 devolved over time into something with little
 7 benefit to property owners or the community at
 8 large. This needs to change.

9 After 20 years it is time to review
 10 Title XIV and fix what is broken. This will take
 11 a little time to do correctly. We need to
 12 determine the temperature of the community as a
 13 whole for preservation. We need to obtain
 14 accurate numbers of historic structures
 15 remaining and we need to formulate a Title XIV
 16 code that make sense. At the HPC level we have
 17 worked diligently for almost 18 months and
 18 already have a head start on this
 19 Process. What we need is time bring the
 20 community together, figure this out and not lose
 21 any more of the historically significant
 22 structures that make our Village special. I

1 believe that a 180 day moratorium applied to the
2 historically significant houses is critical to
3 saving what's left and will buy the necessary
4 time to fix what's broken without tremendous
5 impact on property owners. Thank you for your
6 consideration.

7 Next is from James Pavich at
8 510 South Grant. I oppose the teardown
9 moratorium. Many of the layouts in older homes
10 do not reflect today's lifestyle. Home owners
11 are looking for family rooms that connect to the
12 kitchen, mud rooms and playrooms. These new
13 features are not available in the older homes.
14 There is already less of a demand for older
15 homes and this proposal, if passed, would only
16 make the problem worse and drive down home
17 values lower. We want Hinsdale to be a desirable
18 place to move to. Thank you.

19 Next is from Lou and Kathy Holub.
20 Our home (642 W. Maple Street) does show up on
21 the 1999 Survey. I'm sure you realize that there
22 are properties on that survey that have been

1 demolished.

2 We are not opposed to a moratorium
3 not to exceed 180 days on teardowns; but we
4 wonder about the process for approving any
5 recommended legislation.

6 This is from Paul Athens. To whom
7 it may concern, A moratorium on teardowns is NOT
8 the right path to take for the village of
9 Hinsdale.

08:41PM

10 Next is from Lori Iwanski,
11 915 South Monroe. To whom it may concern, I am
12 have been a resident of Hinsdale for the past
13 17 ½ years. We have lived in the same home near
14 Robbins Park. And while it is not a home of
15 historical significance, I am strongly opposed
16 to the moratorium on teardowns. Please consider
17 and include this prior to your vote.

18 Next is from Alexandra Fico. We
19 are opposed to a tear down moratorium.
20 Homeowners rights.

21 Next from Megan Smith, I support
22 homeowners rights and am opposed to a teardown

1 moratorium, Respect our rights!

2 Next is from Gonzalez Desiderio. I
3 am in favor of homeowner rights and I am opposed
4 to a tear down moratorium.

5 Next is Maddie Metcalf. Hi there,
6 We are opposed to the tear down moratorium being
7 presented at tomorrow's meeting.

8 Next is from Alexandria Zilinger.
9 The news of a tear down moratorium going in for
10 review to not be in the favor of homeowners, is
11 disheartening. With the way 2020 has panned out,
12 this is the last thing the residents of Hinsdale
13 need to deal with. Families are trying to
14 regroup, make the best of what has come to
15 surface in these last 4 months - and dreams are
16 being completely ruined. If someone can take a
17 property down, and rebuild a beautiful home to
18 continue to show the beauty of Hinsdale I don't
19 see what the problem would be. I think we need
20 to focus more on navigating happiness, and new
21 memories and truly focusing on the beauty of
22 Hinsdale, and what the current and future

1 residents can offer in such a beautiful
2 community.

3 Next this is from Carrie Kenna at
4 611 South Washington. Hello, I am a resident of
5 Hinsdale (currently own 4 properties in
6 Hinsdale) as well as a real estate agent that
7 actively engages in the Hinsdale Market. In
8 addition my family has been involved with
9 residential construction in the area for over
10 30 years.

11 I am opposed to the demolition
12 moratorium so the Village can review potential
13 text amendments to the Village Zoning Ordinance
14 and Village Code.

15 The impact on the property owners
16 who own homes that this will affect is
17 significant. My experience as an agent provides
18 me with insight to what the buyers want. They
19 prefer new or newer construction overwhelmingly.
20 The homes that need to be updated sell for
21 significantly less than the cost of homes that
22 have been updated and far less than a new home.

495

1 Older homes face a greater challenge due to
 2 floor plans that are not as desirable to the
 3 current buyers wants and needs. So in addition
 4 to updating the structure. Remodeling must take
 5 place adding to a buyers cost. Quite often we
 6 find the land value of some homes is greater
 7 than its value as an existing structure. Why
 8 should we take away the home owners opportunity
 9 to sell for the highest value possible. Often
 10 their home is what they are counting on to
 11 provide funds during retirement and need to
 12 maximize this investment.

13 The Village had previously reviewed
 14 this topic and rejected putting any constraints
 15 on any control over design. They have provided
 16 any homeowner the right to landmark their home
 17 if they wish to preserve the character moving
 18 forward. A vehicle is in place and the control
 19 lies in the hands of the homeowner who has made
 20 one of the largest investments of their life in
 21 their home.

22 The charm of the Village still

496

1 exists while we have allowed the property owners
 2 to demonstrate their version of the perfect
 3 home. Given the freedom of expression with
 4 design while maintaining the physical
 5 characteristics of the home allowed by code has
 6 created a wonderful representation of current
 7 needs and wants.

8 My hope is you will allow the
 9 buyers and sellers to determine what is the best
 10 use of any current home.

11 Next is from Catherine Gunka
 12 opposing teardown moratorium.

13 Next is from Moe Musleh. I am in
 14 favor of homeowner rights. I believe that
 15 homeowners have the right to do what they please
 16 to their home and property. I am 100 percent
 17 opposed to a teardown moratorium.

18 Next is from Steve Collins. Hello
 19 and good afternoon. Wanted to voice an opinion
 20 quickly. I am in favor of Homeowners Rights and
 21 opposed to a Tear Down Moratorium. Thank you for
 22 the consideration.

497

1 Next is from Matt Kodidek. I am in
 2 favor of homeowners rights and opposed to a tear
 3 down moratorium.

4 Next is Austin Pequeno. We are in
 5 favor of Homeowner rights. We are OPPOSED to a
 6 tear down moratorium! Please allow homeowners to
 7 do what we want with our properties.

8 Next is from Sal. I am in favor of
 9 homeowners rights and opposed to a teardown
 10 moratorium.

11 MS. FISHER: Robb, I don't mean to
 12 interrupt you. Do we need addresses from any of
 13 these folks?

14 CHAIRMAN CASHMAN: Not the one he's
 15 reading.

16 MS. CRNOVICH: When I read through the
 17 letters, I noticed there were like 30 of them
 18 that sounded very similar and none of them had
 19 addresses.

20 MR. MC GINNIS: Yes, nor does this one.
 21 This is from Maureen Hipskind. The
 22 Village has allowed tear downs on previously

498

1 "historic" homes recently. It's not fair to
 2 penalize other homeowners In the future that
 3 also feel the need to sell. Our rising taxes are
 4 a big reason for many people needing to sell.

5 Next is from Tanupreet Kaur. I am
 6 in favor of homeowners rights and opposed to a
 7 teardown moratorium. Thanks.

8 Next is from Concetta. Why would
 9 you pass a moratorium on tearing down buildings
 10 that is not historical land. That seems absurd!
 11 The owners should have the right to do what they
 12 want. I'm all for saving historical ones... but
 13 the ones that are not... let the owners do what
 14 they want with THEIR property.

15 This one is from Jeff Vincent or
 16 Jeff Piemonte, sorry. Please consider the folks
 17 who want to build good homes in your area but
 18 who wouldn't be able to, due to dilapidated
 19 buildings.

20 And this one is from Mary
 21 Bucheleres. I do not agree with there being a
 22 6 month wait on tear downs. The property owner

1 should be able to decide when and if they tear
2 their house down.

3 That's it for me.

4 CHAIRMAN CASHMAN: Nice job, Robb.

5 MR. YU: Thank you, Robb. All right.

6 So again, I apologize in advance if I get the
7 names wrong.

8 This one is from Angelo and Eleni
9 Malamis. I am the current homeowner of 844 S.
10 Lincoln, Hinsdale. We purchased this property
11 with the intention to build a new construction
12 home. Due to some unforeseen circumstances, we
13 have decided to sell our property. We are
14 currently under contract with a local Hinsdale
15 homeowner, who is looking forward to building a
16 new home on 844. We are scheduled to close in
17 2 weeks time on June 19, 2020. However, there is
18 strong concern and reluctance on the buyer's
19 side to close given the moratorium on home
20 demolition in the Robins Park District. While we
21 understand and respect the need to protect
22 historically significant homes in Robins Park,

1 our home on Lincoln street is outside of the
2 historical district. We understand there is some
3 discussion as of late regarding which homes will
4 fall into this category outside of the District.
5 However, there are many implications for us and
6 potential buyers who are looking to invest,
7 beautify, and build in Hinsdale.

8 When we purchased this home, my
9 wife and I completed all the necessary due
10 diligence including soil testing, pre-plan
11 review, and preliminary engineering plans.
12 During our lengthy due diligence process, we
13 determined the various parameters to build a new
14 home on this lot with the Village. There was no
15 indication whatsoever during this time that
16 would prohibit us from building a new
17 construction home. In addition, based on initial
18 lender home inspections, the home was deemed
19 uninhabitable and in disrepair. Upon receiving
20 the pre-plan review, we naturally believed it
21 was acceptable to proceed with our plans to
22 build. After feeling comfortable with our

1 extensive due diligence process in part with the
2 Village, we closed on this property with the
3 sole intention of building a new construction
4 home. If there was any inclination that this was
5 not possible, we would not have proceeded with
6 this purchase or taken on this endeavor. Our
7 potential buyers are concerned with this as
8 well, and stated they will not proceed with
9 their plans to purchase 844 S. Lincoln if they
10 cannot build a new construction home. We've had
11 no formal mail notification or disclosure from
12 the Village prohibiting our plans, yet there
13 remains consternation on the buyer's side on
14 whether this home can be demolished. This will
15 undoubtedly jeopardize the closing of this home.

16 Unfortunately, we have been
17 accruing holding costs during the pandemic,
18 which is understandable given the crisis our
19 nation is facing which is out of our control.
20 Now that we have found a buyer, we are at
21 another standstill. We are looking to create a
22 win-win situation for the excited buyers, for us

1 as homeowners/sellers, and for the neighborhood
2 as a whole. We have had some neighbors inquire
3 when we would start the process of knocking down
4 the home and beautifying this corner lot.

5 Since this has all happened
6 unexpectedly and after having purchased this
7 property, we are humbly and respectfully
8 requesting that 844 S. Lincoln be exempt from
9 any inhibition to construct a new home on this
10 property since it is demolition quality.

11 Thank you for taking the time to
12 better understand our perspective and the
13 implications this may have on various
14 homeowner's in Hinsdale. Since the buyer's
15 attorney just made us aware of this situation,
16 time is of the essence since the scheduled
17 closing is imminent.

18 We greatly appreciate your time and
19 kindly request your assistance in resolving this
20 matter.

21 This one is from Cynthia Curry.
22 To: The Village of Hinsdale Plan Commission,

1 I have been a resident of this beautiful Village
 2 for 65 years. I have raised three children here
 3 and am fortunate to have one of them select
 4 Hinsdale as the place to raise their family. I
 5 have seen many changes as our idyllic community
 6 ages, some by the hand of nature some by the
 7 hand of man. We rose to the challenge of Dutch
 8 Elm disease and yet our once tree lined
 9 Garfield, which reminded me of a tunnel as a
 10 child, will never be recreated by other tree
 11 varieties. Our greatest threat now are human
 12 forces at work that are doing serious
 13 irreplaceable damage to our, "Village on the
 14 Countyline.

15 My eldest daughter and her family
 16 hoped to reside here as well but chose Winnetka
 17 because of the proximity to their brewery
 18 company in Chicago. She, a 1999 graduate of
 19 Hinsdale Central HS, remarks with dismay about
 20 the lack of proper zoning restrictions
 21 surrounding our historic homes each time she
 22 visits. Our lack of preservation is nothing less

1 than ignorant and embarrassing and I feel it
 2 even stronger when I visit the north shore.
 3 Their recognition of their history is apparent
 4 throughout their towns.

5 I often wonder what the long range
 6 plans are for our town if we continue to sell
 7 out to the highest bidder. Is our future a
 8 transformation to a Village of multi million
 9 dollar tract homes? Our once catalog of periods
 10 and styles are giving way to the builders who
 11 come to profit off of Hinsdale and move on.
 12 There will no longer be a need for a Hinsdale
 13 Historical Society as there will be nothing left
 14 to protect. That said where is that groups
 15 voice? When I inquired I was told that they
 16 aren't a political organization for fear they
 17 will loose their tax status. How ironic.

18 When our youngest daughter and her
 19 husband purchased a home in the Woodlands they
 20 tried to obtain copies of the original plans of
 21 her home for restoration purposes, they were
 22 refused by the Village. The Village guidelines

1 say that unless the original architect gives
 2 written permission they can not be copied or
 3 photographed. Like most of us who do live in
 4 Historic homes those people and their signatures
 5 have long been deceased. How hard are we making
 6 it for those who wish to preserve the integrity
 7 of this town?

8 In 1978 and newly married, my
 9 husband and I purchased one of the oldest homes
 10 in town and moved it to a lot that entailed a
 11 tremendous amount of legalities and expenses and
 12 garnered national press. That paved the way to
 13 us being asked to coordinate the move of the
 14 home that houses the Hinsdale Historical
 15 Society. In 1996 we purchase our current home,
 16 one that I was most familiar with growing up. It
 17 is a very special home designed by Hinsdale
 18 architect Philip Duke West, one of a few he
 19 designed in the area that still remain. At the
 20 time our home was built Hinsdale was home to a
 21 legitimate theater. During the summer months
 22 many famous guests biked through town, stayed in

1 our homes and enjoyed this place.

2 If it is possible to close a
 3 country to plan for its future and its
 4 reopening, then how hard can it be for a Village
 5 to impose a maximum 180 day moratorium for
 6 reflection on Hinsdale's path forward. Having a
 7 chance to catch our breath and chart a course
 8 that can progress and protect Hinsdale's past.
 9 We should be looking at ideas and ways that
 10 encourage builders to rehab and enhance existing
 11 homes. We all have time but the strip mining
 12 approach to our homes and our history can not be
 13 brought back.

14 To those of you who sit on this
 15 committee, and to who this baton has been
 16 passed, PAY ATTENTION! Remember who we are and
 17 what made us special. There is no redo, history
 18 if there is any left in this town, will cast its
 19 shadow on you who sit there today.... Pay
 20 attention please. Cynthia Curry.

21 This one is from Bill Haarlow. Hi
 22 Chris. I hope that you are well. Below is my

1 commentary for tonight's Plan Commission
2 Meeting.

3 To my fellow Commissioners. I am
4 writing to express my strongest support for the
5 proposed moratorium. As a long-term resident
6 born in Hinsdale, as a former Chair of the ZBA
7 and Village Trustee, and now as a member of the
8 Historic Preservation Commission, I have
9 witnessed the widespread demolition of historic
10 properties in Hinsdale. As our heritage
11 continues to be lost, the HPC has engaged, with
12 professional consultation, on proposed changes
13 to the Village Code that would promote
14 preservation. In addition to education,
15 including the property tax freeze options made
16 available to citizens by the State of Illinois,
17 these proposed changes could anticipate offering
18 residents advantageous permit and zoning
19 considerations if historic homes are maintained.
20 But we need the time to make these options
21 available to our neighbors. The moratorium would
22 provide that necessary time. Thank you for your

1 consideration.

2 This one is from Cecily and John
3 Glouchevitch. Dear Ms. Bruton, We are writing
4 today because we do not support the proposed
5 demolition moratorium. We believe this is
6 disproportionately unfair to owners of older
7 homes, We are great lovers of historical houses,
8 but there needs to be much greater distinction
9 as to which homes are architectural gems of the
10 period in which they were built. There should
11 also be consideration given to which homes can
12 support renovation and which can not. Hinsdale
13 is a very special place to me and to my family.
14 It is very beautiful and we hope you will
15 consider how you can preserve that beauty in a
16 way that is fair to all and encourages
17 investment in the community.

18 Thank you for your time and
19 consideration.

20 MR. YU: Julia Poff. Hello - I am
21 a long time Hinsdale resident, born and raised
22 here. I am appalled by the number of tear downs

1 in our town and want to see a stop to this
2 injustice of our towns beautiful history.

3 Next one from Julie Laux. I take
4 great pride in being a long term resident and
5 small business owner here in Hinsdale. Together,
6 my husband and I have raised seven children here
7 and value the residents, the location and the
8 tapestry of the homes in town.

9 As a builder working in town for 14
10 years I have done extensive renovation as well
11 as new rejuvenation. I am a huge fan of both! I
12 have included a photo montage on some of the
13 projects we have completed and will complete. I
14 am hoping you can share the screen to show all
15 on the call this exhibit. I take great pride in
16 each of these projects as well as all of the
17 other work my team and I have completed.

18 I would strongly state that all of
19 these projects fit into the streetscape and are
20 benefitting to rework the quilt that we all call
21 home. It has been argued that older homes add
22 value to surrounding homes. While this may be

1 true in some cases, I would further argue that
2 new construction adds greater value and brings
3 new families wanting to grow their roots in
4 Hinsdale. Whether we like it or not, 80% of
5 buyers want new and we need to continue to
6 provide the housing stock to attract the very
7 best new residents that we can.

8 I am respectful of the Hinsdale
9 Preservation commission in its current state as
10 an advisory only commission. I do not believe
11 that any of us want the commission to dictate
12 how are homes will look in the future. It has
13 been stated that.

14 Adding incentives to encourage
15 renovation makes all the sense in the world.
16 However, no moratorium is needed in order to
17 enact these changes. Let's just get them
18 instituted and move on. All of the potential new
19 buyers looking at Hinsdale as a place to
20 Hinsdale call home are aware of this potential
21 moratorium and will look elsewhere if it is
22 enacted.

511

1 Please join me in voting no to this
 2 proposed moratorium.
 3 This is from Dale Kleber of
 4 120 East Walnut. Introduction: I live at 120 E.
 5 Walnut St. And have been a resident of Hinsdale
 6 for 29 years; Over those years my wife (who is
 7 the current President of School District 181)
 8 and I have been active community participants.
 9 In 1995 and again in 1997, I led a
 10 grassroots group of about 750 people known as
 11 CHART, which stood for Citizens of Hinsdale
 12 Advocating Responsibility in Teardowns. We
 13 received national media attention and were
 14 responsible for driving a number of changes in
 15 Hinsdale's zoning and building code ordinances
 16 including: 1. Revision of Residential Bulk Zoning
 17 Ordinances - To Prevent Overbuilding (e.g.,
 18 oversized homes on undersized lots).
 19 2. Changes in FAR measurement,
 20 side-yard, front yard and rear yard set backs,
 21 height and elevation and to reduce the
 22 perception of bulk.

512

1 3. Created incentives for
 2 desirable design features such open front
 3 porches, rear garages, etc in the rear of a lot.
 4 4. Improved Teardown Site
 5 Construction Rules and Provided Notice to
 6 Neighbors.
 7 5. Hiring of a Village Planner.
 8 6. Encouraged greater
 9 preservation efforts in the Village.
 10 If there are any old CHART members
 11 attending this online meeting, my comments that
 12 follow, will probably come as a bit of a
 13 surprise and a disappointment:
 14 THE PROPOSED MORATORIUM ON THE ISSUANCE OF
 15 DEMOLITION PERMITS IS A SPECTACULARLY BAD IDEA!
 16 Please permit me to summarize at
 17 least six primary reasons why imposing a
 18 moratorium would be a serious mistake:
 19 1. A moratorium is a draconian
 20 restriction of individual property rights that
 21 can lead down a very slippery slope, and also
 22 subject the Village to protracted litigation;

513

1 2. A moratorium a very divisive
 2 policy that will polarize the residents of the
 3 Village.
 4 3. The moratorium is a poorly
 5 conceived and vague proposal that is founded on
 6 a 20-year old obsolete property survey, which
 7 appears arbitrary in its identification of
 8 "signifikant" and "contributing" homes;
 9 4. The proposed moratorium
 10 appears to be a knee-jerk reaction to a few
 11 well-known Hinsdale homes that may be torn down.
 12 Sound public policy should not be rushed or be
 13 reactive.
 14 5. The proposed moratorium
 15 unfairly imposes the costs of preservation only
 16 on the owners of older properties. If the entire
 17 Village benefits from preservation efforts, then
 18 the financial burdens, including diminution of
 19 fair market value in restricted properties,
 20 should be shared by all residents.
 21 6. Such a significant restriction
 22 on property rights, which may or may not be

514

1 temporary, should not be adopted without robust
 2 and open public discussion and debate in a live
 3 setting with all the appropriate legal and
 4 procedural safeguards. This is absolutely not
 5 something the Village should doing on Zoom.
 6 Before I elaborate on these six
 7 reasons (to the extent my time allows), let me
 8 relate a story about the last time the Village
 9 attempted to impose a "temporary moratorium on
 10 demolitions in 1995. It was very temporary,
 11 because the ill-conceived moratorium was thrown
 12 out at the next meeting. It was unfair and
 13 created a very polarized atmosphere where CHART
 14 members, local builders and local architects
 15 were highly antagonist and highly suspicious of
 16 one another.
 17 I. First a moratorium is a
 18 draconian restriction of individual property
 19 rights that leads down a very slippery slope and
 20 may subject the Village to protracted
 21 litigation.
 22 A very significant intrusion by the

1 Village into private property rights.
 2 Slippery slope - A moratorium can lead to
 3 "Certificates of Appropriateness Architectural"
 4 = "Taste Police"=" Can you replace your windows?
 5 Can you do an addition that a Committee doesn't
 6 like? Is your paint scheme "appropriate?"

7 II. It is a very divisive policy
 8 that will polarize the residents of the Village.

9 I suspect that most Hinsdale
 10 residents prefer free market-based policies
 11 versus government agencies and regulatory
 12 restrictions.

13 Is the town in favor of it? Should
 14 not take such a draconian action with a clear
 15 mandate from the town.

16 Referendum or professional opinion
 17 survey. School Boards have done workshops before
 18 proposed referenda?

19 In my opinion, most Hinsdaleans are
 20 conservative and successful capitalists, who
 21 believe the invisible. Hand of the market should
 22 determine what properties are physically or

1 obsolete property survey, which appears quite
 2 arbitrary in its identification of "significant"
 3 and "contributing" homes;
 4 The survey by the Historical
 5 Certification Consultants is 20 years old!!! Why
 6 is a 20 year old survey being used?

7 Its conclusions of what structures
 8 are "contributing" or "significant" appears
 9 arbitrary and it the survey's conclusions are
 10 questionable at best. Some have argued the
 11 classification decisions were arbitrary and
 12 identified homes had no real historical value.

13 Was the criteria for determined
 14 whether a home was significant or contributing
 15 valid. Just because something is old does not
 16 make it architecturally important.

17 Devil is in the Details? Where are
 18 the details? What is the effective date of the
 19 moratorium? Are there any exceptions for
 20 unoccupied or dilapidated homes?

21 What was the genesis of this
 22 proposal? Who proposed it?

1 economically obsolete and what properties should
 2 be preserved and what properties should be torn
 3 down. They are very suspicious of a government
 4 that starts to control what they can do with
 5 their own private property. (A moratorium is
 6 very different from zoning.) I suspect that most
 7 Hinsdale residents prefer free market-based
 8 policies versus government agencies and
 9 regulatory restrictions.

10 Governments, especially local
 11 government, have not proven themselves to be
 12 particularly skilled at second-guessing the
 13 invisible hand of a free-market system.

14 We are living in Hinsdale... not
 15 East Germany or North Korea, which are striking
 16 examples of the failures of central planning
 17 when compared to the free-market economies of
 18 West Germany and South Korea.

19 It is a very divisive policy that
 20 will polarize the residents of the Village.

21 III. It is a poorly conceived and
 22 vague proposal that is founded on a 20-year old

1 The moratorium appear to have been
 2 slapped together by an small group on
 3 influencers with a political agenda.

4 The proposed moratorium appears to
 5 be a knee-jerk reaction to a few well-known
 6 Hinsdale homes that could be torn down. Sound
 7 public policy should not be rushed or be
 8 reactive.

9 The moratorium is an over-reaction
 10 by the Village and it is a bad way to formulate
 11 sound public policy. The Village is being
 12 reactive here, not proactive.

13 Preservation is a worthy objective,
 14 but it should be driven by incentives not
 15 restrictions. Good preservation policy is built
 16 on "carrots" not "sticks"

17 The moratorium is a reaction to a
 18 situation where several historic homes in
 19 Hinsdale have been purchased and the new owners
 20 intend to tear them down..

21 The Village has had the last 20
 22 years to do discuss and debate meaningful

519

1 policies to encourage about preservation
 2 policies, but has done very little.
 3 Now because two or three notable
 4 house are threatened, the Village proposed to
 5 slap a moratorium on. All houses that were
 6 arbitrarily identified 20 years ago by
 7 consultant w.
 8 Why does the Village's 20 year
 9 failure to consider prudent preservation
 10 policies suddenly become an emergency that
 11 justifies First a moratorium is a very draconian
 12 restriction of individual property rights that
 13 leads down a very slippery slope and may subject
 14 the Village to protracted litigation;
 15 It is a very divisive policy that
 16 will polarize the residents of the Village. I
 17 suspect that most Hinsdale residents prefer free
 18 market-based policies versus government agencies
 19 and regulatory restrictions.
 20 The proposed moratorium appears to
 21 be a knee-jerk reaction to a few well-known
 22 Hinsdale homes that could be torn down. Sound

520

1 public policy should not be rushed or be
 2 reactive.
 3 Preservation is a worthy objective,
 4 but it should be driven by incentives not
 5 restrictions. If the Village wants to truly
 6 encourage preservation --
 7 It sounds like he's repeating
 8 himself.
 9 If the Village wants to truly
 10 encourage preservation.
 11 Waive property taxes and permit
 12 fees,
 13 Provide special zoning law relief
 14 and cut red tape and delays for architecturally
 15 significant homes.
 16 add a line item in the Village's
 17 budget to create a fund to provide preservations
 18 grants to historic home owners.
 19 The proposed moratorium unfairly
 20 imposes the costs of preservation only on the
 21 owners of older properties. It the entire
 22 Village benefits from preservation efforts, then

521

1 the financial burdens, including diminution of
 2 fair market value, should be shared by all
 3 residents.
 4 I have talked to some people who
 5 are for preservation and support the
 6 moratorium... as long as it doesn't affect their
 7 pocket book.
 8 If everyone benefits from
 9 preservation, then everyone should pay for it.
 10 Don't put the burden of preservation only on the
 11 backs of those who own architecturally
 12 significant properties?
 13 Such a significant restriction on
 14 property rights, which may or may not be
 15 temporary, should not be adopted without full
 16 and open public discussion and debate in a live
 17 setting with all the appropriate legal and
 18 procedural safeguards.
 19 This is absolutely not something
 20 the Village should do on Zoom. The format of
 21 this meeting does not comply with the Village's
 22 own "Notice of Public Hearing"

522

1 The constitutionally-protected due
 2 process rights to cross-examination and the
 3 other procedural safeguards normally involved in
 4 a hearing involved in a government "taking" of a
 5 property interest are being ignored and may
 6 subject the Village to liability.
 7 Conclusion: I own two homes that
 8 are listed as "significant" in the property
 9 survey. I live in one; the other is for sale.
 10 Let me share a few observations about the
 11 financial impact of a moratorium.
 12 This one is from Catherine Janda.
 13 As a Hinsdale homeowner, I do NOT support the
 14 teardown moratorium, as I believe it would
 15 negatively impact Hinsdale's vitality.
 16 All neighbors should be treated
 17 equally and I strongly believe we cannot hold
 18 some owners to restrictions that do not apply to
 19 their neighbors, as strongly communicated in the
 20 widespread PR campaign of moratorium supporters
 21 (which assures supporters that this would not
 22 apply to all).

1 I further question the imbalance of
2 opinions voiced to date, particularly from those
3 who do not own property in our community.

4 Joe Gurgone. I have been in
5 Hinsdale for 25 years and I am against the
6 moratorium. I built a house 20 years ago
7 ...love the progress.

8 This one is from Fred Krehbiel.
9 Tom, Greetings. Kay and I hope the Village will
10 approve the moratorium and work to find a fair
11 and equitable solution which protects the
12 village's heritage and the property rights of
13 its citizens. Not easy job to be sure but other
14 communities have found a reasonable middle
15 ground.

16 I wanted to take this opportunity
17 to strongly object to Village residents turning
18 off services and allowing their homes to fall
19 into neglect before they receive approval to
20 demolish their recently purchased homes. This is
21 most evident in the two historic homes on Oak.
22 In one neglect has resulted in seriously damaged

1 floors and I am sure.

2 3: Great deal more damage. I
3 understand mold and water damage affect the
4 other. The Village should insist the homes be
5 repaired and reinstated in good condition before
6 a demolition request is considered. We should
7 not allow residents to thumb their noses at the
8 Village and it's rules believing we don't have
9 the staying power or will to get tough and take
10 them to court.

11 HINSDALE must protect its heritage
12 but we also must expect residents to follow our
13 rules and be prepared to take action against
14 those who don't. Sincerely, Fred.

15 Laurel Dettore, Fifth Street in
16 Hinsdale. Thank you, Christine. I was able to
17 listen to my neighbors and your committee. It
18 was very enlightening. I am gratified to know
19 how much the community cares about the landscape
20 of Hinsdale. We must work together to find an
21 equitable solution to this problem as the
22 buildings will surely outlive us. As the owner

1 of an historic property circa 1867, I can speak
2 to the issue of historic restoration/renovation;
3 planning and executing such a project is
4 herculean to put it mildly. And, the cost is
5 prohibited today. If only we could settle on a
6 plan to build new residences that would blend
7 with our old homes. The stark contrast is just
8 too great and is destroying the fabric of our
9 town.

10 As a life long resident of
11 Hinsdale, I would be proud to assist in any
12 endeavor to reach an reasonable solution to this
13 dilemma. Best Regards, Laurel Dettore.

14 Tina Verros. I am writing to voice
15 my concern regarding the moratorium on
16 teardowns. We oppose the moratorium and believe
17 the choice should be with the owner of the
18 property. Thank you, Tina Verros.

19 Peter D. Verros. Hello,
20 As a resident of Hinsdale, I am writing to
21 inform you of my opposition to a moratorium on
22 teardowns of home on the Robbins Park Historic

1 District.

2 I believe the imposition of a
3 moratorium without a comprehensive plan and
4 subsequent vote by residents is unjust. I fear
5 the moratorium will adversely affect property
6 values and will deter investment in our
7 community. A move like this without the proper
8 research, advice from (third party) RE
9 professionals and market data feels reckless.

10 I vehemently oppose the moratorium.
11 Please feel free to contact me with any
12 questions or concerns. Thank you, Peter D.
13 Verros.

14 Asif Malik.Hi.
15 We live in hinsdale and we DO CARE and DO WANT
16 to see Village take steps to protect our
17 heritage.

18 Jeff Bagull, 505 Lane, Hinsdale
19 resident. As a Hinsdale resident, I support the
20 Village taking the necessary steps to prevent
21 more tear-downs of historic homes.

22 Darlene Bingham, 717 South Lincoln

07:11PM

527

1 Street. Hi! Hinsdale is such a beautiful
 2 historic town. It would be a shame to see these
 3 houses get torn down. Please support our Village
 4 and take the necessary steps to protect the
 5 lovely heritage in this town! I support this
 6 historic preservation! Thanks

William Hulesch, 421 South County
 Line Road. I am a 35 year resident and the
 longest in residence on my block. I live next to
 the "land is worth more than the house" and will
 be sad to see the home be replaced. However I
 also am strongly opposed to many very
 significant homes in town being replaced without
 thorough evaluation regarding the character of
 Hinsdale. The loss of those homes seems
 equivalent to removing mature trees and
 replacing them with newer more modern ones, both
 of these would significantly change the
 character of the Village and not improving
 either.

When my children were growing up
 here we called these teardown "kaboom" homes and

528

1 there is a place for this in Hinsdale but
 2 strongly feel that a Village wide plan is
 3 important for the future of our town.
 4 Sincerely, William.

Barbara Feldman, William and
 Barbara Feldman, 720 South Elm. President Cauley
 and Mr. Cashman and the Planning Commission --
 Okay. This is a letter which reads:

My husband and I along with our
 3 children have lived at 720 South Elm Street,
 Hinsdale, a home deemed 'significant' since
 2001. We want to go on notice that we strongly
 object to the moratorium suggested by the
 (Historic Preservation Consultants, or HPC) also
 the delays in the proposed ordinance governing
 the HPC. Further, we strongly disagree with the
 proposed ordinance to govern the HPC, which
 includes incentives to entice future homebuyers
 to maintain the original structure.

In the almost 20 years we have
 lived at 720, we have done our best to maintain
 the integrity of the home, because we love it.

529

1 It was our choice to live in original structure
 2 and this was a personal decision. We could have
 3 knocked it down and built a new home without any
 4 issues from the Zoning Board back in 2001.
 5 There was no concern or hesitancy to buy that
 6 specific parcel of property and nothing
 7 whatsoever in our contract to say we could not
 8 then or ever have a concern that we might not be
 9 able to sell our property to another buyer to do
 10 with that parcel as they wish. We've maintained
 11 the home as best we could and improved many
 12 aspects of it. When a new roof was warranted we
 13 took care to find a company that specialized in
 14 reconstructing the roof with original barrel
 15 tile clay shingles (the color green made for
 16 added difficulty). The company scoured
 17 Illinois, Indiana, Wisconsin, and even some
 18 southern states to find replacement tiles that
 19 matched the original roof. The process took
 20 many months and exceeded the cost of a
 21 single-family home in many areas. We have never
 22 received any incentives to do this. It was our

530

1 choice to redo the roofing because we wanted to
 2 care for our home, not because it was
 3 'significant.' We replaced a black tar driveway
 4 with lovely paver bricks, we've maintained the
 5 exterior by tuck pointing, and preserving the
 6 Linen Fold front door, we've kept the original
 7 arched windows, although re playing them with
 8 newer versions would be more efficient, and
 9 we've removed trees from the yard at the
 10 village's request due to Dutch Elm Disease at
 11 substantial cost. All while diligently paying
 12 our exorbitant taxes, supporting referendums
 13 that did not pertain to our family as we choose
 14 Catholic education and choosing to buy from town
 15 merchants first if at all possible.

We've done everything we could
 during the time we've lived at 720 South Elm
 Street to maintain a home that is almost
 100 years old. We no longer wish to incur the
 cost of the upkeep nor is it legally our
 responsibility to do so if we choose to sell our
 home and the buyer chooses to use the property

1 to build. To restrict us as homeowners from
2 selling our home to a buyer either to renovate
3 or build new is not illegal. If the Village
4 would like to pay for the upkeep of our home and
5 the massive renovations needed in the interior
6 and the pool area, we'd be delighted to hand
7 over the estimates.

8 We did not buy a home with
9 restrictions of any kind, and should be allowed
10 to sell said home in the same manner that it was
11 purchased. We strongly disagree and protest to
12 any propositions to be put in place by an
13 advisory board to the Village calling themselves
14 the Historic Preservation Consultants who are
15 not elected by the Village residents.
16 Respectfully.

17 The next this is from an Alexis
18 Braden. Hi Chan and Christine, I am submitting
19 the attached two documents on behalf of
20 Hinsdaleans for Historic Preservation, to be
21 entered into record in preparation for
22 tomorrow's PC hearing.

08:57AM

1 structurally sound - which greatly diminishes
2 the magnitude of homes impacted by this brief
3 pause.

4 We encourage the Village government
5 to create a Blue Ribbon Committee to help
6 identify and develop a cornucopia of financial
7 incentives to better enable owners of historic
8 homes to renovate and maintain Hinsdale's
9 significant historic homes for generations to
10 come. This pause would also allow time to
11 identify and draft legislation to allow the
12 Village to protect its oldest and most iconic
13 homes.

14 At a Glance If experts deem that a
15 home is no longer structurally sound, it would
16 not be impacted.

17 A moratorium would last up to 180
18 days, but the goal is to shorten that time to
19 allow for the creation of a third party
20 committee of appointed experts to determine what
21 is deemed architecturally significant,
22 structurally sound.

1 So this is a Suggested Moratorium
2 Proposal Guideline.

3 Introduction. In an effort to
4 provide a suggested guideline regarding the
5 potential scope of a proposed teardown pause of
6 homes deemed architecturally significant,
7 structurally sound, a group of concerned
8 citizens, Hinsdaleans for Historic Preservation,
9 has respectfully created the below for your
10 consideration based on ordinance research of
11 similar communities and input from owners of
12 historic homes in the Village.

13 Our Vision Hinsdaleans for Historic
14 Preservation envisions a Village-proposed
15 teardown pause that would concentrate primarily
16 in the historic districts of Robbins Park and
17 the historic Downtown Hinsdale and would only
18 apply to architecturally significant,
19 structurally sound buildings outlined in the
20 1999 Reconnaissance Survey. We estimate that
21 half of the homes outlined in this outdated
22 survey are no longer standing or are no longer

1 Homes in historic districts hold
2 their value over homes in non-historic
3 districts, according to leading economist
4 Donovan D. Rypkema, of Washington, D.C. If there
5 are no historic homes, the historic designation
6 goes away.

7 The 1999 Reconnaissance survey,
8 while incomplete in some respects, was a
9 starting point to catalog Hinsdale's historic
10 homes. The survey found that Hinsdale had an
11 unusually rich historic and architectural
12 heritage worthy of preservation and in need of
13 urgent attention.

14 Moratorium Outline 1. A brief demo
15 delay moratorium would allow time to:

16 Identify incentives for historic
17 homeowners including reasonable leniency for
18 FAR, height, bulk, setbacks after review and
19 approval; waived and expedited permit fees;
20 property tax freeze guidance; utility upgrade
21 fee leniency.

22 Create a local Historic

535

1 Preservation Fund that gives grants and/or loans
 2 to owners of select landmarked or
 3 architecturally significant buildings.
 4 Revised code to better identify and
 5 protect homes that are architecturally
 6 significant, structurally sound.
 7 Appoint a third party independent
 8 Blue Ribbon Committee of architects, builders,
 9 preservationists and zoning/city planning
 10 experts.
 11 Re-write zoning code to eliminate
 12 FAR and replace it with a simple alternative
 13 that nets flexibility for all homeowners.
 14 2. A home could be deemed
 15 historically or architecturally significant
 16 based on the following:
 17 Architecturally significant;
 18 example of best remaining architectural type in
 19 the Village.
 20 Its identification with a person or
 21 persons who significantly contributed to the
 22 historic, cultural, architectural or related

536

1 aspect of the development of the Village, state,
 2 Midwest Region, or the United States.
 3 Its exemplification of an
 4 architectural type, style, or design
 5 distinguished by innovation, rarity, uniqueness,
 6 or overall quality of design, detail, materials,
 7 or craftsmanship.
 8 Its identification as the work of
 9 an architect, designer, engineer, or builder
 10 whose individual work is significant in the
 11 history or development of the Village, the
 12 state, the Midwest Region, or the United States.
 13 Its location as a site of a unique
 14 location or established and familiar visual
 15 feature of a neighborhood and its streetscape 2.
 16 3. If the Blue Ribbon Committee
 17 deems that a home is historically and or
 18 architecturally significant, and structurally
 19 sound, the issuance of the demolition permit
 20 will be delayed anywhere from 90 days to 12
 21 months. This time will be referred to as a
 22 Demolition Delay Ordinance.

537

1 4. Demolition Delay During this
 2 delay period, the Village (HPC) would conduct a
 3 series of public hearings where the review body,
 4 building owner, and members of the community
 5 would consider alternatives to demolition and
 6 options for preserving the building through
 7 incentives. 3.
 8 5. Demo by Neglect During this
 9 time, if the Village suspects that a structure
 10 is subjected to demolition by neglect or is not
 11 in compliance with Village code, it will be
 12 determined that the application for a demo
 13 permit is not complete or was submitted in good
 14 faith.
 15 About Hinsdaleans for Historic
 16 Preservation Hinsdaleans for Historic
 17 Preservation is a group of concerned citizens
 18 who are seeking to protect homes that are deemed
 19 architecturally significant, structurally sound
 20 in the Village of Hinsdale. We are working to
 21 identify incentives for owners of historic homes
 22 wanting to preserve and restore their

538

1 residential structures as well as to advocate
 2 against the demolition of homes deemed
 3 architecturally significant, structurally sound.
 4 We have got three more.
 5 Jonathan Temps, 718 South Lincoln
 6 Street. I had intended to provide these thoughts
 7 prior to the June 10th meeting; I hope they are
 8 not too late.
 9 My wife and I are new to Hinsdale,
 10 having moved here from Chicago with our toddler
 11 last summer. When we first began our search for
 12 a new home, we had no preconceived notions of
 13 where we should relocate. My wife, having spent
 14 her teenage years in Naperville, naturally
 15 wanted to explore that option. I, being a
 16 dedicated city dweller but resigned to making
 17 the move to the suburbs for the good of our son,
 18 bid for Oak Park. As we expanded our search to
 19 include other western suburbs, we were drawn to
 20 the beauty and serenity of Hinsdale. Among the
 21 things that made the town so appealing to us was
 22 the diversity of beautiful homes, no two alike,

1 that help mark our community as special. As we
 2 have continued to explore our new community, one
 3 of the wonderful cultural amenities we've
 4 discovered is that we can take an architectural
 5 tour of historically significant homes just by
 6 taking a walk in our neighborhood. When I am out
 7 for an errand, I often find myself intentionally
 8 meandering down our streets, almost inevitably
 9 discovering some lovely historic home that was
 10 previously unknown to me. Homes like the Dean's
 11 mansion are cultural treasures, and their
 12 destruction leaves our community diminished. I
 13 read with a heavy heart the recent listing for
 14 425 E. 8th Street (perhaps since amended),
 15 noting that this beautiful, gracious mansion
 16 could be demolished in favor of a potential
 17 buyer's modernistic vision.

18 I am sensitive to the economic
 19 concerns of potential sellers of historic homes,
 20 and by way of disclosure, should note that I
 21 live in a home characterized in the 1999 Survey
 22 as "Potentially Contributing", and dating,

1 depending on whom one asks, from either 1890 or
 2 1907. The Village should work with sellers of
 3 these homes to provide what financial incentives
 4 it can, not simply to buyers who restore
 5 historic homes, but for buyers who covenant to
 6 preserve such homes for the duration of their
 7 ownership. I note the comments made by some that
 8 the value of the land is the true value of some
 9 older homes, as well as those who cite
 10 statistics, the accuracy of which I am not in a
 11 position to judge, that indicate that older
 12 homes sell for lower values and remain on the
 13 market longer those that are new. To the extent
 14 these financial considerations can be addressed
 15 as a part of preservation efforts, this should
 16 certainly be done. But at a macrolevel, I firmly
 17 believe that part of the cultural capital our
 18 community possesses, and part of what makes it
 19 so desirable (a fact which sustains property
 20 values for us all), is the beauty and diversity
 21 of the homes that are a part of our town, and
 22 the most special and unique among these are our

1 historic homes.

2 A final thought: As I am sure is
 3 well-known by all who live here, our community
 4 enjoys something of a reputation for conspicuous
 5 consumption (and for some, a crass consumerism).
 6 Failing to properly value and protect our
 7 architectural heritage and allowing the
 8 propagation of a sea of sameness among the homes
 9 that replace our one-of-a-kind treasures would
 10 only contribute to the false stereotyping of our
 11 town and its residents as individuals who put
 12 financial considerations above all else. Very
 13 truly yours.

14 Kim Iaffaldano. I am opposed to
 15 the teardown moratorium.

16 And this one is from Jssica Shah.
 17 Dear Chris, I hope this email finds you safe and
 18 well. I write to express my thoughts on the
 19 Hinsdale demolition moratorium, as I feel I may
 20 offer a different perspective, one of a
 21 prospective homebuyer.

22 Hinsdale is unique. It is a

1 beautiful town with an incredibly rich history.
 2 I was lucky enough to grew up around it. And,
 3 looking back now, I appreciate even more the
 4 charm of its streets, the homes and its people.
 5 This must be preserved. It's Hinsdale's
 6 competitive advantage. It is the reason why I
 7 want to come back and raise my two little girls
 8 here.

9 But, how Hinsdale goes about
 10 preserving must be fair and most of all smart.
 11 No one appreciates an iron fist. In such
 12 situations, people like myself will run the
 13 other way. And, what you will find is a surplus
 14 of homes sitting on the market driving home
 15 prices down. And this is not theory, it is
 16 happening.

17 And why wouldn't it, as a buyer
 18 right now it makes no sense to purchase a
 19 historical home, let alone try to preserve
 20 It. There is just too much uncertainty. How will
 21 the rules be interpreted? What sorts of issues
 22 will I face? How long will it take? Will there

1 be enough time for my kids to start school? All
2 of these questions are just the tip of the
3 iceberg for a homebuyer and will not be answered
4 anytime soon. Why deal with this uncertainty.

5 So what can we do now. I think it's
6 important to first come up with a REASONABLE
7 plan before we put the town on pause and drive
8 values down. A plan with more certainty and one
9 that incentivizes buyers to keep historical
10 homes. We do not respond to force, but if you
11 can make something look awfully good, it would
12 be hard not to listen.

13 Before I end, I want to be make
14 clear, incentivizing does not mean making
15 something hard to achieve, it means making it
16 easier. And, to experience true ease you have to
17 look further than the pocket book and into the
18 process itself. Sincerely.

19 And that's all I've got.

07:28PM 20 MS. CRNOVICH: Excuse me, Chan. The
21 one letter from Alexis, was there a petition
22 submitted with that letter? I'm going back but

1 was. It was submitted at least after the first
2 meeting.

3 MS. CRNOVICH: I think you are right.
4 I think there were two petitions.

5 CHAIRMAN CASHMAN: The date I have is
6 the 24th is when I received it.

7 MR. YU: Chris Bruton and I received
8 this on June 23.

9 CHAIRMAN CASHMAN: So we have two
07:30PM 10 callers who wrote and registered to speak
11 tonight. The first is Matthew Bousquette,
12 448 East 4th Street. Matt, are you on the
13 phone?

14 MR. BOUSQUETTE: Yes. Can you hear me
15 good from here?

16 CHAIRMAN CASHMAN: Yes, I can.

17 MR. BOUSQUETTE: I figured I'd read my
18 letter and save Chan his voice. He's done a
19 herculean job.

07:31PM 20 CHAIRMAN CASHMAN: Yes. If we can,
21 please, swear in -- So we have Matt Bousquette
22 and Dale Kleber calling to speak tonight.

1 I know the letters are kind of out of order.

2 CHAIRMAN CASHMAN: Yes. There was a
3 petition.

4 MR. YU: 254 signatures.

5 MS. CRNOVICH: 254 signatures in favor
6 of the moratorium?

7 MR. YU: In support of this petition.

8 MS. CRNOVICH: Okay, support.

9 MR. UNELL: Do you know how many of
07:29PM 10 those signatures are from residents of Hinsdale
11 or people who list Hinsdale as their address?

12 MR. YU: 61 out of 254.

13 MR. UNELL: Okay, thank you. I guess
14 the others are from a variety --

15 MS. LAUX: A lot of the people weighing
16 in on those are young, 28-year-olds, that don't
17 have a vested interest in this conversation.

18 MR. MARRS: Mr. Chairman, before we
19 leave, Chan, was that petition the same as the
07:30PM 20 Change.org petition that came in after the first
21 hearing?

22 CHAIRMAN CASHMAN: I don't think it

1 (Witnesses sworn.)

2 MR. BOUSQUETTE: My name is Matt
3 Bousquette. I own 448 and 444 East 4th Street.
4 The amount of community input on this topic has
5 really been unprecedented and your diligence is
6 very commendable. Having listened to all of the
7 speakers and having read every single letter, I
8 could not find anyone who presented any
9 information to refute the facts I previously
07:32PM 10 presented to you.

11 As a quick reminder, there is no
12 factual -- Number one, there is no factual
13 evidence that the presence of an old home
14 enhances its or the neighboring home values. In
15 fact, the tastes of the marketplace in Hinsdale
16 indicate the exact opposite is true.

17 Number two, owners who have
18 renovated older homes did it as a labor of
19 passion. It was not smart from an economic
07:32PM 20 standpoint. They lost a lot of money. And yet,
21 through this effort, it appears they are trying
22 legislate other owners of older homes to make

1 the same bad economic decision.
2 Number three, the belief that older
3 homes are barely listed for sale before being
4 scooped up by out-of-town developers to demolish
5 is simply factually false. Most of the homes
6 have been languishing on the market for years.

7 Number four, the idea that higher
8 taxes on these older home structures is one of
9 the major impediments for people seeking to
10 preserve them. Again, one more time it appears
11 the truth is the exact opposite. Taxes on homes
12 in the Robbins District built before 1945 are
13 taxed 50 percent less than newer ones of the
14 exact same size. This, of course, results in a
15 higher tax burden on new homes depressing prices
16 across the district.

17 Number five, the suggestion that
18 people care about maintaining the older homes
19 because they want to preserve and restore
20 history. In reality, a significant portion of
21 proponents appear to be interested in just
22 controlling the look of their neighbors' homes.

1 The historic question seems to be muddled. It
2 may be more about style than it is about
3 history. There appears to be a desire to save
4 some homes people deem as pretty according to
5 today's standards while allowing other homes of
6 the same vintage to be torn down.

7 As a side note, I'm sure the vast
8 majority of people supporting this initiative
9 have no clue how nonfunctional for today's needs
10 most of these older, unrenovated homes are.

11 That's why they sat on the market for years.
12 Number six. This is important for
13 all of you. You have been misled. The proposed
14 6-month moratorium on all the houses in the 1999
15 Survey was never, ever, ever what they really
16 wanted to approve. The idea was to get
17 everybody upset and then propose a narrower
18 moratorium, say, 3 months, and maybe just on
19 contributing structures, then implying, well,
20 that's much more reasonable and you should feel
21 good.

22 Well, let me tell you why you

1 shouldn't feel good. Number one, this position
2 would place an enormous economic burden on a
3 very small number of residents where 3 percent
4 of homeowners would pay all the costs and
5 99 percent of homeowners would pay nothing, not
6 one penny.

7 Number two, residents that have
8 been targeted by this have been waiting for
9 months to proceed with their projects. It's
10 obscene that most of these houses, which have
11 been vacant and unrentable for years, yet are
12 being required to pay Village taxes and
13 utilities that they are not using waiting for
14 the Village to proceed. This is further
15 exacerbated by a rogue HPC, Historic
16 Preservation committee, which has refused to
17 meet and timely process residents' applications.

18 Number three, none of the
19 proponents of the moratorium have presented a
20 single number, not even one, as to what the
21 moratorium would cost targeted homeowners even
22 one of shorter duration. None of the proponents

1 of the moratorium have presented a single number
2 as to what a moratorium would cost targeted
3 homeowners.

4 Number four, before approving a
5 moratorium of any length or scope, we would like
6 to hear the committee tonight talk about and
7 outline what the real costs are to targeted
8 homeowners before any -- and explaining how you
9 would recommend these costs be covered.

10 The moratorium costs real people
11 real money. For perspective, say tonight you
12 approved a 90-day moratorium. It would cost me
13 personally \$27,000 for 90 days to cover the
14 taxes, insurance, utilities, and other expenses
15 on my home during that time period.

16 Look, in summary, just the four
17 homes along Oak, which kicked off this whole
18 effort in the first place, represent over an
19 \$8 million investment by four homeowners
20 already. The unvarnished truth here is that
21 this is an effort to steal those homes and a
22 limited number of other homes in the Village by

551

1 imposing Draconian measures dictated by people
 2 who want to drive by pretty facades, yet don't
 3 want to pay a single nickel to enable that to
 4 happen.

5 The size of these homeowners'
 6 investments, the \$8 million, is dwarfed by any
 7 potential incentive of 10 or \$20,000 when the
 8 loss to these and other homeowners could be in
 9 the millions if something like this was passed.

07:37PM 10 Look, everybody wants something for
 11 free; but the cost of these proposals would be
 12 devastating to the homeowners involved. Please
 13 don't help the Village destroy my children's
 14 college education fund so people can drive by a
 15 pretty facade. Thank you for your time tonight.

16 CHAIRMAN CASHMAN: Thank you, Matt.
 17 Our next caller is Dale Kleber at 120 East
 18 Walnut Street.

19 MR. KLEBER: Hi, Steve, and the
 07:38PM 20 Commission. Thank you for the opportunity to
 21 speak here. Very briefly, I want to follow up
 22 on some of the points with regard to these

552

1 various petitions.
 2 Question for the Village staff, is
 3 there any way to verify which signatures on
 4 those petitions are residents, which are
 5 property owners, and perhaps which are not even
 6 residents of the Village? Do we know that
 7 information?

8 CHAIRMAN CASHMAN: I can jump in.
 9 Based on what we received, the petition
 07:38PM 10 received, it does list the location of each
 11 person. And out of the 254 signatures,
 12 26 listed Hinsdale as a location. And then the
 13 remaining 193 were listed outside of Hinsdale or
 14 outside of the state.

15 MR. KLEBER: Steve, was that the only
 16 petition that was received; or have there been
 17 multiple petitions?

18 CHAIRMAN CASHMAN: That's the only one
 19 I'm aware of.

07:38PM 20 MR. YU: That's the only one I
 21 received.

22 MR. KLEBER: So roughly, could you give

553

1 me those numbers again, please.
 2 CHAIRMAN CASHMAN: There were
 3 254 signatures. 61 or 24 percent listed their
 4 residence as Hinsdale. And then the remaining
 5 193 were either outside of Hinsdale, Illinois,
 6 or outside of the state.

7 MR. KLEBER: Very good. So 75 percent
 8 of those petitions are really not your
 9 constituents at all, is that correct?

07:39PM 10 CHAIRMAN CASHMAN: Yes. 76 percent.
 11 MR. KLEBER: Very good. Thank you.
 12 That's the only point I wanted to make. Thank
 13 you.

14 MR. MARRS: Before you leave, Dale,
 15 and, Chairman, can I jump in. I raised the
 16 second petition that I know the Village Clerk
 17 circulated prior to the last meeting. It's a
 18 Change.org petition. It says, Greetings
 19 Hinsdale Residents, Protect our Heritage. Is
 07:39PM 20 that the one you are referring to?
 21 CHAIRMAN CASHMAN: That's the one I'm
 22 looking at.

554

1 MR. MARRS: Okay. Got it.
 2 CHAIRMAN CASHMAN: I received it the
 3 day of the last meeting, the 24th.

4 MR. MARRS: Okay. Thank you.

5 CHAIRMAN CASHMAN: Okay. Those are our
 6 callers.

7 Well, first of all, I would like to
 8 thank everyone, all those who called in and all
 9 those who spent the time to either send an email
 07:40PM 10 or the letter to the Village. The Village Board
 11 of Trustees wanted community input, and I really
 12 think we got it.

13 I appreciate also the Commissioners
 14 at the last two meetings spending the time to
 15 listen to it, I think it's been very helpful. I
 16 would like to then close the public comment
 17 portion of this hearing.

18 And Michael, do we need to have a
 19 roll call vote for that?

07:40PM 20 MR. MARRS: Yes. If we could do a
 21 motion and second, please.

22 CHAIRMAN CASHMAN: I would like to a

1 hear a motion to close the public comment
 2 portion of the public hearing.
 3 MR. UNELL: So moved by Unell.
 4 MS. FISHER: Second, Fisher.
 5 MR. JABLONSKI: Second by Jablonski.
 6 CHAIRMAN CASHMAN: Chan, could you do a
 7 roll call, please.
 8 MR. YU: Commissioner Krillenberger?
 9 MR. KRILLENBERGER: Aye.
 10 MR. YU: Commissioner Fisher?
 11 MS. FISHER: Aye.
 12 MR. YU: Commissioner Jablonski?
 13 MR. JABLONSKI: Aye.
 14 MR. YU: Chairman Cashman?
 15 CHAIRMAN CASHMAN: Aye.
 16 MR. YU: Commissioner Crnovich?
 17 MS. CRNOVICH: Aye.
 18 MR. YU: Commissioner Unell?
 19 MR. UNELL: Aye.
 20 MS. CRNOVICH: Excuse me. Before we
 21 start, Steve, are all Commissioners on this
 22 call? Who is present tonight? Who is going to

09:18PM

09:18PM

1 part of the Board's discussion when they first
 2 sent this to us.
 3 I think it's an important thing for
 4 us to talk about because, as you know, it's been
 5 brought up a lot about whether this should be
 6 more focused on the two Historic Districts or
 7 whether it should be village-wide.
 8 So I guess, Julie, do you want to
 9 start.
 10 MS. CRNOVICH: Thank you, Steve. I
 11 believe there has been a lot of discussion,
 12 agreement, disagreement, mainly agreement about
 13 why the 1999 Renaissance Survey was used. I
 14 believe that's a good starting point, but there
 15 has also been a lot of misinformation about the
 16 moratorium and what houses would be considered.
 17 My thoughts are we should mainly be
 18 focused on the historic downtown, of course;
 19 Robbins Park, which is already a Historic
 20 District. But again, it's one of the clues.
 21 Just because you have an older home does not
 22 necessarily mean it's historically significant.

07:42PM

07:43PM

1 be voting?
 2 CHAIRMAN CASHMAN: Anna previously
 3 recused herself and Jim is on.
 4 MR. KRILLENBERGER: I was a little
 5 late.
 6 CHAIRMAN CASHMAN: So basically you,
 7 Julie, myself, Jerry, Troy, Michelle, and Jim.
 8 MS. CRNOVICH: Thank you.
 9 CHAIRMAN CASHMAN: Okay. Well, first,
 10 I appreciate everyone's patience. This was a
 11 pretty large agenda item for one paragraph.
 12 What I would like to do because
 13 there are a lot of issues at play here is first
 14 start with some kind of broad areas of
 15 discussion to kind of bring things into focus or
 16 eliminate things so we can simplify.
 17 And I think what I would like to
 18 suggest is first have a discussion on whether
 19 this should be, if there was a vote by the Plan
 20 Commission for a moratorium, whether it would be
 21 Village-wide or not. So I'm just curious what
 22 your thoughts are about that, whether that was

07:42PM

07:42PM

1 I mean the house has to be structurally sound.
 2 I would think we would need some sort of
 3 committee or some sort of input about which
 4 houses would be included in the survey or which
 5 homes would be included in the moratorium.
 6 I think we have been seeing a lot
 7 of panic amongst residents thinking that there
 8 is a blanket moratorium on any house that's
 9 50 years and older, and I don't think that's why
 10 the Board of Trustees sent this to Plan
 11 Commission.
 12 CHAIRMAN CASHMAN: Just to jump ahead,
 13 that was going to be the second thing we talk
 14 about after we talk about Village-wide or not is
 15 whether it would include contributing homes,
 16 significant homes, none of the above, then what
 17 criteria would be used.
 18 MS. CRNOVICH: Well, I believe there is
 19 also -- Maybe not a lot but there are quite a
 20 few historically significant homes that are
 21 outside of Robbins.
 22 MS. LAUX: What homes?

07:44PM

07:44PM

559

1 MS. CRNOVICH: Homes that are right
2 across the street from where the Robbins Park
3 boundary line is. So I think the Renaissance
4 Survey is a good place to start, but I think a
5 lot of those homes could be crossed off the
6 list. I also think there has been a lot of
7 panic from the residents saying we won't be able
8 to sell our home. This is not a taking of
9 property rights.

07:45PM 10 My opinion is that it's a pause. I
11 know the Board of Trustees, they have been doing
12 some work during this whole Covid thing, I think
13 we all have to see. If this does move forward,
14 I don't think 180 days is necessary.

15 So again, I guess I think we need
16 to focus, of course, on the downtown, Robbins
17 Park, but not necessarily every home. And let's
18 work off that list. I think we could probably
19 all agree what homes are historically
20 significant but also structurally sound.

07:46PM 21 CHAIRMAN CASHMAN: Brad or Chan, can
22 you mute the conference call? Thank you.

560

1 Okay. Jerry?

2 MR. JABLONSKI: Hi. I really feel that
3 the Plan Commission and the Village Board has
4 had a 3-month moratorium. I don't think we need
5 to extend the moratorium. So I guess the answer
6 to your first question with that assumption is,
7 no, we should not focus on a Village-wide
8 moratorium.

9 CHAIRMAN CASHMAN: Okay. Thank you.
10 Troy?

07:46PM 11 MR. UNELL: I agree with Jerry. I
12 don't think we should focus on a Village-wide
13 moratorium either.

14 CHAIRMAN CASHMAN: Michelle?

15 MS. FISHER: I agree as well. I think
16 we need to focus -- Our focus has to be narrow
17 in scope on the preexisting historical areas,
18 which include the downtown and then the Robbins
19 Park Historic District, so I'm in agreement with
20 the rest of the folks.

07:47PM 21 CHAIRMAN CASHMAN: Jim?
22 MR. KRILLENBERGER: I guess I will show

561

1 my hand. I don't think we ought to have a
2 moratorium at all. I throw in my lot with the
3 folks who called in and said that this is a
4 taking because, Julie, I think this is.

5 So whether it's Village-wide or
6 not, if we decide to do it to one, we should
7 decide to do it to all. This probably is not
8 the question I'm going to weigh in on all that
9 much; but selecting one house and not the next,
10 that just sounds random and inappropriate for
11 the Village to do. So, yes, if you are going to
12 do it to one, do it to the whole Village is
13 where I come down on this.

14 MS. CRNOVICH: Jim, did you by chance
15 did you have chance to look at the survey at
16 all?

17 MR. KRILLENBERGER: Yes, I have.

18 MS. CRNOVICH: You did. So you do
19 understand it's not a random pick?

07:47PM 20 MR. KRILLENBERGER: Yes. As some of
21 the callers have said, some of the houses have
22 been torn down. My neighborhood, the one house

562

1 on our street that was deemed significant is
2 gone. So I think that there are just a lot --
3 It may not be random. I'm sure there was
4 thought put into it, but there is still a do it
5 to my neighbor feeling that I get from this, not
6 to me.

7 MS. CRNOVICH: And you did have a
8 chance to watch last week's meeting?

9 MR. KRILLENBERGER: Watch? Oh, yes.

07:48PM 10 CHAIRMAN CASHMAN: And then you were
11 on. It was a long meeting, but I saw you were
12 on the meeting.

13 MR. KRILLENBERGER: Yes. I was
14 actually under the weather so I watched the
15 whole thing, and I was hoping there would be a
16 discussion or a vote at the end so I joined the
17 call. But yes, I heard the whole thing; and I
18 feel like I'm up to speed on the issues.

19 CHAIRMAN CASHMAN: I really, I don't
20 think it should be Village-wide. The
21 Reconnaissance Survey even in its preamble says
22 its intent was to generally characterize the

1 Village's resource in order to organize or grant
2 more detailed survey efforts, which the Village
3 has done detailed surveys elsewhere.

4 You know, I was actually shocked
5 initially. Julie, you brought this to my
6 attention. I didn't know why Robb was sending
7 written notice because I think the first notice
8 was people listed as significant. I would like
9 to share a picture.

07:50PM 10 Can I share the screen, Chan?

11 MR. YU: Can you give it a shot.

12 CHAIRMAN CASHMAN: One second. Can you
13 see photographs?

14 MR. KRILLENBERGER: Yes.

15 CHAIRMAN CASHMAN: So what shocked me
16 was, you know, I looked at that survey, spent a
17 lot of time driving around; but I never thought
18 to even look at my own house because I know this
19 house. I have the drawings of the house. I
20 know what it cost to build.

07:50PM 21 The photo on the left is when this
22 house was built in 1949 at 322 North Adams. The

1 photo on the right is what the house looked like
2 when that survey was completed. There is
3 nothing of the existing house remaining. This
4 was also categorized as significant and French
5 Eclectic. I challenge both of those.

6 When I found it that it was sent to
7 all the people, I went back and looked and went
8 driving around and looked at the original list.
9 I think when you looked back in the text in that
10 report, it was truly not meant to be used as
11 something at determining restrictions or
12 incentives or anything.

07:51PM 13 Just the first pass was the only

14 one, the Village did not go back. The last
15 survey was 2007 for the Robbins Park area.
16 Let's see, so all the follow-up surveys, they
17 then did -- That was 1999. Then 2001, town of
18 Hinsdale; 2002, Robbins Park 1; 2003, downtown
19 Hinsdale; 2005, north Hinsdale; then there was a
20 subsequent one, 2006, of northeast Hinsdale; and
21 then the final one was Robbins Park 2.

07:52PM 22 I was just curious, just to take

1 Robbins Park -- I didn't really focus on the
2 downtown -- but just focusing on Robbins Park,
3 went and took the document, which Robb was able
4 to mark up for me, which all those homes were
5 demolished, which was on that 1999 survey.

6 So basically Robbins Park, there is
7 241 -- There is a total of 472 homes that were
8 in the 2002 Robbins 1 survey and 2007 Robbins 2
9 survey. So 472 homes. 203 in the first, 269 in
10 the second. In that survey, there were 141 or
11 30 percent of them were rated significant,
12 169 were rated contributing, 36 percent; and
13 then 34 were rated as noncontributing.

07:52PM

14 And then looking at Robb's data and
15 cross-referencing that list, basically
16 significant homes since either the 2001 or the
17 2007 survey, 23 were demolished, 16 percent of
18 those homes. There were 16 contributing homes
19 that were demolished or 9 percent of that
20 category. And then there were 7 homes that were
21 noncontributing, demolished. So a total of
22 46 homes out of 472 were demolished since those

07:53PM

1 surveys.

2 So it was just kind of interesting,
3 but that made me think if this is going to be
4 done it needs to be one the follow-up surveys,
5 not the original Reconnaissance Survey. So
6 that's really my thought when it comes to
7 whether it should be Village-wide or focused.
8 If we were to vote on a referendum, I would be
9 in favor of it focused on the two Historic
10 Districts for two reasons; one, the Village
11 deemed them worthy of the being in the Historic
12 District and went the process; and we have
13 detailed survey data that followed up that 1999
14 Reconnaissance Survey.

07:54PM

15 MR. KLEBER: Steve, this is Dale
16 Kleber. I'm sorry to interrupt. I just want to
17 know if I could interject a bit of cross
18 examination on the last couple of points.
19 MR. YU: Mr. Kleber, I'm actually
20 supposed to mute all public comments from now
21 on.

07:54PM

22 MR. KLEBER: I had a discussion with

1 Michael Marrs. The public notice allowed people
2 to have a right to cross-examine. It was
3 explicitly stated in the notice. Michael and I
4 have talked about this.

5 MR. MARRS: Dale?

6 MR. KLEBER: Let me just finish. I
7 believe there was an understanding that I would
8 have a right to limited cross examination.

9 MR. MARRS: Cross examination is
10 allowed during the public comment portion. We
11 have closed public comment. We are now in the
12 portion of the hearing where the Plan Commission
13 is deliberating.

14 MR. KLEBER: I'm not sure if
15 procedurally that's correct, but I will defer.
16 I'm going to rest an objection to that and you
17 can go forth.

18 MR. MARRS: Okay. Your objection is
19 noted.

20 CHAIRMAN CASHMAN: So, Commissioners,
21 so the next area I want to talk about is if,
22 again, if we were to consider a moratorium,

1 whether that should focus on contributing homes
2 and significant or just significant. So I will
3 start with you, Julie.

4 MS. CRNOVICH: So you are looking now,
5 you are discussing the -- Are we looking at the
6 renaissance survey or the --

7 CHAIRMAN CASHMAN: No. This would be
8 on, well, any survey we want to consider; but we
9 will see. The majority seemed in favor of more
10 focused, which would the Robbins Park Historic
11 District and downtown.

12 MS. FISHER: Steve? Can I interrupt
13 real fast? I'm really sorry, Julie. I didn't
14 mean to step on your toes.

15 MS. CRNOVICH: Go ahead.

16 MS. FISHER: Just so everyone is on the
17 same page, what are we defining as significant
18 and what are we defining -- universally here
19 amongst this group -- as contributing? I just
20 want to make sure that's clear because I see
21 different things when I read different
22 documents.

1 CHAIRMAN CASHMAN: Here, let me,
2 before we get going, so here are the definitions
3 that were in these surveys and most surveys, in
4 hindsight, they were done by the same firm.
5 There was a change in the name from Historic
6 Certification Consultants then became Granacki
7 Historic Consultants, basically the same firm,
8 the predecessor firm.

9 So the definitions read as follows:
10 So contributing had to be, must be at least
11 50 years old. When it comes to architectural
12 merit, it does not necessarily possess
13 individual distinction but is of a historic
14 structure with the characteristics and design
15 details of its period.

16 And then integrity, may have a fair
17 degree of integrity but is of a common design
18 with no particular distinction to set apart from
19 others of its type. Basically those are taken
20 out of the reports.

21 MS. FISHER: Okay.

22 CHAIRMAN CASHMAN: Significant, age

1 must be, again, 50 years old or more.

2 Architectural merit. It must
3 possess architectural distinction in one of the
4 following when compared to other buildings of
5 its type. 1, architectural style. 2, work of a
6 master builder or architect. 3, exceptional
7 craftsmanship. 4, architectural and structural
8 innovation.

9 And then under Integrity, It must
10 have a high degree of integrity. It must have
11 architectural detailing in place, no historic
12 materials or details covered up. Apparently no
13 modern siding materials, no additions, minor
14 porch alterations permitted.

15 So that there is more information
16 in each of those reports that go and spell this
17 out. That's really the gist of it, those three
18 areas, age, architectural merit, and integrity.

19 MS. FISHER: Thank you.

20 CHAIRMAN CASHMAN: Julie?

21 MS. CRNOVICH: Both the surveys are
22 kind of, let's see, the one is 21 years old, I

1 think the latest Robbins Park is close to
 2 20 years old. So a lot of things have changed
 3 in 20 years. So maybe we should look at
 4 significant and contributing. But again, I
 5 think this should be on a house-by-house basis.
 6 It has to be significantly historic and
 7 structurally sound. So I guess I would be for
 8 both, both should be included.

07:58PM 9 CHAIRMAN CASHMAN: Do you think they
 10 should, the Village should conduct additional
 11 surveys?

12 MS. CRNOVICH: Oh, most definitely. I
 13 think that's one reason why we need to have this
 14 pause, why the moratorium is needed. So, you
 15 know, we all keep gathering information; but we
 16 still don't have enough information. Right? If
 17 you consider over a third of Hinsdale's housing
 18 stock has been demolished, over 2,000 homes, why
 19 is it happening in Hinsdale? Why is it not

07:59PM 20 happening in other communities?
 21 What are the Northshore communities
 22 doing to preserve their heritage? We have come

1 a long way with this, and I would like to see it
 2 done right and be finished. Those are my
 3 thoughts.

4 CHAIRMAN CASHMAN: Thank you.
 5 Jerry?

6 MR. JABLONSKI: A couple things. Those
 7 contributing and whatever the other definition
 8 was started at 50 years. When I think about
 9 2020 minus 50 is 1970. I can't think of a
 08:00PM 10 single building that was built in 1970 that
 11 ought to be saved in Hinsdale.

12 So the assumption at the start is
 13 just ludicrous. And it is great that we want to
 14 save homes. But over the last 20 years since I
 15 have been living here -- It might even be more
 16 now, sadly. 1993 we have been talking about
 17 this. We are relying on data from 1991 to try
 18 to make decisions that I believe Mr. Bousquette
 19 highlighted were impacting \$8 million of
 08:00PM 20 people's net worth.

21 Let these people go on and build
 22 their homes. Their lives have been held up for

1 three and a half months. So I guess none of the
 2 above for a moratorium based on those awful
 3 definitions and the 21-year history we have had
 4 to work on it.

5 CHAIRMAN CASHMAN: Thanks, Jerry.
 6 Troy?

7 MR. UNELL: I think out of the two
 8 definitions significant is probably the most
 9 important. But I do agree with Jerry that 50
 08:01PM 10 years old is, it's hard to see how it falls into
 11 significance that was built in the '70s. So I
 12 do agree that the definitions are inadequate for
 13 these purposes.

14 CHAIRMAN CASHMAN: Thank you.
 15 Michelle?

16 MS. FISHER: Yes as to significant
 17 homes, no as to contributing. Yes, I think we
 18 need clarity on the surveys just so that we can
 19 figure out what the discrepancies are and how to
 08:01PM 20 address those.

21 And also, for me personally, when I
 22 see some of these homes that hold historical

1 ratings, I mean I would love to figure out how
 2 we want to talk about that. So you might have a
 3 contributing home, but it has some type of
 4 historical significance. I don't know if having
 5 another survey would help clarify the importance
 6 of that or what that means, but I would love to
 7 see some more information with that.

8 Particularly if a significant architect made
 9 something or it was home to a specific builder
 08:02PM 10 or has some historical significance in town, I
 11 think having an additional survey would maybe
 12 clarify some of those points.

13 CHAIRMAN CASHMAN: Thanks, Michelle.
 14 Jim?

15 MR. KRILLENBERGER: I think homeowners
 16 ought to be allowed to do what they want to with
 17 their property, and the distinction between
 18 significant and contributing doesn't matter. We
 19 should not pursue this moratorium.

08:02PM 20 CHAIRMAN CASHMAN: Thanks, Jim.

21 I mean between the two, I have
 22 spent since March just driving around town,

575

1 going through this list. The first survey,
 2 again, there was definitely some problems with
 3 it. But subsequent surveys, I think I saw a
 4 house on there that was being listed as
 5 significant, it truly was a more significant
 6 architecture house.

7 Contributing, I couldn't believe
 8 some of the ones that I saw on there that they
 9 considered contributing. In my mind, the only
 10 reason they were contributing is they were old.
 11 I know a lot of people that lived in these
 12 houses. They were surprised to find out they
 13 were even on the list. There are some that they
 14 would have liked to have knocked down.

15 But I just think if it was going to
 16 be used, it has to be significant. Something
 17 that doesn't possess any individual distinction
 18 as far as architectural merit, it should be
 19 replaced with something that possibly could in
 20 my mind. But again, I think it just depends.
 21 I think the points a number of you
 22 made about conducting additional surveys, I

576

1 think that's important. And I think they need
 2 to be done by another different firm to
 3 complete, to get another view of this.

4 We already have, you know, the
 5 Robbins Park Historic District. There has been
 6 a lot of change there since 2000 - 2007. I
 7 think the Village should start there and
 8 resurvey that entire District and get some other
 9 experts involved.

10 But, again, whether, as some of you
 11 stated, we need a moratorium to do that or
 12 should just be the business of the Village to do
 13 research, I certainly don't think that could be
 14 completed in 6 months. Maybe it could, maybe it
 15 couldn't but -- Okay, so let's see.

16 Well, then there are two other
 17 things to talk about or several other things to
 18 talk about is we could talk and decide whether
 19 we feel there should be a moratorium or not.

20 But I think it would be helpful,
 21 the Village is looking, if you go back to the
 22 Village meetings and comments, even the most

577

1 recent one where President Cauley in this, draft
 2 a discussion item as far as potential changes.
 3 We have heard an awful lot about people,
 4 incentives.

5 So regardless of what our -- any
 6 recommendation would be from this Commission
 7 tonight, I think it would be helpful for us to
 8 talk about, you know, when the Village goes
 9 forward with or without a moratorium, you know,
 10 should there be restrictions, should there be
 11 incentives, what are those things. It would
 12 just help the Board get some direction from this
 13 Commission as they go forward.

14 As Plan Commission, anything the
 15 Board comes up with is going to come back to us,
 16 so we will see a lot of these details. I don't
 17 think we need to get into the weeds on it, but
 18 we will have plenty of time in the future if the
 19 Board does choose to modify the zoning ordinance
 20 or Title 14, see that text and have time to
 21 chime in in great detail.
 22 But I kind of thought maybe to

578

1 first talk about that general area, the possible
 2 areas of discussion and focus for the Board to
 3 consider with this broad brush. So I guess I
 4 would start with you, Julie.

5 MS. CRNOVICH: I did watch the Board of
 6 Trustees meetings and Title 14 was discussed. I
 7 did hear about some of the incentives that would
 8 be offered, which I think I prefer incentives
 9 over any restrictions.

10 One incentive I liked was how it
 11 would be easier to get variances, easier to get
 12 your permits. For example, we live in a 1883
 13 house. It was about 20 years ago we were in
 14 front of the ZBA for a small variance to build
 15 an addition to update from 1883, a family room,
 16 master bedroom, master bath; and we were denied.
 17 I mean we couldn't believe we were denied. We
 18 were just looking for a couple of feet. So I
 19 think you need the incentives like that.

20 Another incentive was --
 21 CHAIRMAN CASHMAN: May I ask a question
 22 on that, Julie?

1 MS. CRNOVICH: Sure.
 2 CHAIRMAN CASHMAN: Was it a side yard?
 3 MS. CRNOVICH: Side yard, yes. The
 4 strange thing was was months later -- I can't
 5 remember who the Village manager was -- called
 6 me into his office and said, oh, you go ahead
 7 and do what you want. Things were different
 8 back then.

9 CHAIRMAN CASHMAN: Right.

10 MS. CRNOVICH: But we need the
 11 incentives in order to preserve these homes.

12 CHAIRMAN CASHMAN: Did you complete
 13 that project?

14 MS. CRNOVICH: No. We decided not to
 15 because we were going through a mini recession
 16 back then. So I'm kind of like sitting in the
 17 middle of this here.

18 CHAIRMAN CASHMAN: Right.

19 MS. CRNOVICH: I believe years ago
 20 wasn't something added where if you added a
 21 front porch, it didn't add to the FAR, something
 22 to encourage things that you could do, do with

1 the older homes.

2 So I think getting in front of the
 3 ZBA would be a lot easier. I think if you waive
 4 the permit fees and also a little bit of a tax
 5 break there I think was mentioned like from the
 6 Village, again, as a way to encourage the people
 7 who do want to renovate their homes or preserve
 8 their homes because pretty soon if this keeps up
 9 there isn't going to be a Robbins Park Historic
 10 District.

11 I think it's important to all of us
 12 look at this with an open mind. I think some of
 13 the other Commissioners are just no, no, no, you
 14 know, taking of property rights; and it really
 15 isn't what it is. I think you need to go back
 16 and read the letters. And even some of the
 17 people who were opposed to the moratorium, some
 18 of the comments were, well, I'm opposed to a
 19 moratorium, but we would like to see incentives
 20 put forth that would help us preserve our town.

21 Pretty soon it's going to be too late.

22 MR. KRILLENBERGER: Julie -- This is

1 Jim Krillenberger. I don't deny we live in a
 2 beautiful town. I would actually take your
 3 story and say what if -- Take it one more step.
 4 What if you just wanted more than a master
 5 bedroom or a few extra feet? What if your wall
 6 were full of asbestos or your plumbing is
 7 obsolete, and it just made a lot more sense to
 8 bulldoze that house?

9 I've been very pleased -- and this
 10 has come across in some of the letters and
 11 comments -- with the responsibility people have
 12 taken to replace the homes with homes of similar
 13 character. One of the letters called it
 14 progress, and I think that's what it is.

15 I moved to Hinsdale 20 plus years
 16 ago, like Jerry. I think Hinsdale is a better
 17 place now than when I moved here because of the
 18 progress that's been shown sometimes through
 19 destruction and rebuilds. That's just the way
 20 the town progresses.

21 MS. CRNOVICH: Well, I agree with you a
 22 little bit there. But as you know, Jim, you and

1 I usually agree because we always disagree with
 2 each other. I mean a moratorium would not
 3 prevent demolitions. That's what I'm trying to
 4 get across here. There is nobody who can say,
 5 no, you can't tear your house down.

6 This is a way of encouraging
 7 homeowners to renovate and preserve their homes,
 8 or we are just going to be another subdivision
 9 like Burr Ridge or Naperville.

10 MR. KRILLENBERGER: I actually trust
 11 the people who are coming in here not to do
 12 that. I'm sensitive to that. I live in
 13 Hinsdale because it's Hinsdale and not Burr
 14 Ridge or Oak Brook. Those are fine places, too;
 15 but they have their own character. But the
 16 people who buy here who spend a significant
 17 amount on the lots in the Historic District I
 18 think are putting up houses that are for the
 19 most part worthy of the amount they spent on the
 20 lot.

21 And you are right, the moratorium,
 22 I think President Cauley said something that

583

1 caught my ear, he said the moratorium had sort
 2 of taken on a life of its own. It's a bit of
 3 the appetizer when the real main course is the
 4 ordinance that they are trying to come up with,
 5 chapter 14.

6 But I keep coming back to the idea
 7 that I trust the property owners. I think that
 8 economics is a very powerful force. I don't
 9 want our actions, at least my actions, to
 10 deprive property owners of pursuing the thing
 11 that makes most sense for that property and that
 12 property owner.

13 MS. CRNOVICH: I find that would not
 14 happen. There is no way you can prevent a
 15 demolition. I just think we need this pause to
 16 look at the heritage of our Village, the
 17 Historic Districts. That's why we have Historic
 18 Districts.

19 I believe the Board of Trustees,
 20 they had a moratorium -- Was it 30 years
 21 ago? -- that lasted 3 weeks -- or 2 weeks, and
 22 it was all dropped over parts of lawsuits from

584

1 builders. Like I said, we have lost over a
 2 third of the housing stock.

3 MR. KRILLENBERGER: And it's a prettier
 4 Village because of it I think.

5 MS. CRNOVICH: I don't know. Hinsdale
 6 as a Village was added by Landmarks of Illinois
 7 to their most endangered list in 1998. And when
 8 I contacted them, it's still listed as
 9 endangered. Now, what does that tell you?
 10 What, what are the Northshore communities doing
 11 differently than what Hinsdale is doing.

12 There has got to be a medium ground
 13 or there is not going to be anything left. You
 14 know, the Wall Street Journal, they labeled
 15 Hinsdale as the teardown capital of U.S. Why is
 16 this happening in this Hinsdale? I think we
 17 need to take a look at it. It's not a taking
 18 away of property rights.

19 MR. KRILLENBERGER: I think it's
 20 happening in Hinsdale, Julie -- I will take the
 21 other side of that -- because this is a very
 22 desirable place to live and people want to live

585

1 in new homes with character in Hinsdale.

2 I think it's something of a
 3 compliment that people are coming here and
 4 investing their money in these homes with
 5 character. And maybe they are not 150 years
 6 old, but they are putting up high-quality homes
 7 that I'm proud to call my neighbors.

8 MS. CRNOVICH: Well, again --

9 MR. JABLONSKI: Julie, I have a
 10 question for you. You mentioned at the
 11 beginning of one of your statements that this
 12 moratorium isn't going to stop people from
 13 tearing down their homes.

14 MS. CRNOVICH: No.

15 MR. JABLONSKI: I go back to the Elmore
 16 house, Elmore or Piemonte, that people that
 17 talked for a bit about black mold in their
 18 house, and the fellow said come take a tour of
 19 it. How is this not going to be -- He's
 20 already been tied up for 3, 3.5 months of
 21 tearing down the house. I looked at the house.
 22 I think he paid 1.5, \$2 million for it. That's

586

1 a fair amount of loan he's carrying and probably
 2 some hefty real estate tax as well.

3 How is this not going to stop him
 4 from tearing down his house and have his
 5 application for demolition approved?

6 MS. CRNOVICH: Yes. Just like what
 7 happened to the house on Park, utilities were
 8 turned off. Of course you are going to get
 9 mold. People are doing this on purpose, and
 10 that's a shame. I think that's something else
 11 that needs to be changed in our Village.

12 MR. JABLONSKI: That house was for sale
 13 for 2 years.

14 MS. CRNOVICH: Well, look at the price,
 15 look at the property. I had heard that there
 16 was another contract on it. I don't want to get
 17 into the individual properties, but it's
 18 happening more and more.

19 Now, another property came to my
 20 attention, this after the last meeting, on
 21 County Line Road. They are trying to demolish
 22 it by piecemeal; yet, they have no demolition

1 permit. There are ways to get around this.
 2 That's why I think we need the time. It doesn't
 3 have to be 180 days.

4 I think we have come a long way
 5 over the past few months. I know Covid has
 6 screwed everybody's schedule up, everything is
 7 taking longer, meetings are taking longer. But
 8 that's nobody's fault. I think it's helpful
 9 that we have these discussions. What can we do
 10 for the homes that are left?

08:15PM

11 I mean these homes that are left
 12 with no heating, no running water. I mean the
 13 damage, it's not right.

14 MR. JABLONSKI: Another point for you,
 15 as you mentioned the Covid. John Bohnen of the
 16 HPC -- I don't have the transcript in front of
 17 me, we weren't delivered one -- mentioned that
 18 because of this Covid delay, they had gotten a
 19 ton of work done and he mentioned

08:16PM

20 parenthetically that maybe he doesn't need a
 21 moratorium anymore.

22 That's something to think long and

1 hard about when one of the senior members of the
 2 Historic Preservation Commission makes that --
 3 He may have made it half jokingly, but I took it
 4 as anything but a joke.

5 MS. CRNOVICH: I have not heard that.
 6 I am planning on watching their meeting tomorrow
 7 night.

8 MR. JABLONSKI: He mentioned it during
 9 our public testimony, Julie.

08:16PM

10 CHAIRMAN CASHMAN: He mentioned it
 11 during our meeting.

12 MS. CRNOVICH: I think what he meant
 13 was maybe we don't -- I do not think we need
 14 180 days. I think everyone --

15 MR. JABLONSKI: It's almost 100 days
 16 now.

17 MS. CRNOVICH: Right. I think the
 18 reason we need time and this is something I
 19 would look to the attorney can answer for us is
 20 just how many days to get this through

08:17PM

21 committees and Board of Trustees. I think
 22 that's the only time that's needed for this.

1 Jerry, aren't you building in a
 2 Historic District?

3 MR. JABLONSKI: No.

4 MS. CRNOVICH: Oh, I thought you were.
 5 Something that had to go through design review,
 6 and you said you had to jump through all sorts
 7 of hoops and things like that.

8 MR. JABLONSKI: When I purchased the
 9 land, I signed a contract with a HOA,

08:17PM

10 understanding that I knew the rules. I think
 11 most people that buy houses in Hinsdale think
 12 they know the rules and the HPC has come along
 13 and tried to change it.

14 MS. CRNOVICH: Well, they are advisory
 15 only, just like we are advisory only. Again,
 16 that's why I think we need this pause, 60 days,
 17 90 days. Just so we can -- There is so much
 18 information out there to be explored. And I
 19 read one thing and then that leads me to
 20 something else.

08:17PM

21 One of the callers, one of the
 22 residents who called in the other night,

1 mentioned the Mills Act from San Diego. So I
 2 was researching that over the weekend. That's a
 3 little bit different, though. I believe that's
 4 legislature by the state of California, that is
 5 something different but then that leads me
 6 thinking, well, I wonder if the Illinois State
 7 Preservation office, if they have anything that
 8 they could help us with. Other communities, I
 9 believe our Village attorney is looking into
 10 other communities in Boulder, Colorado, was one
 11 of them to see what do they do.

08:18PM

12 CHAIRMAN CASHMAN: When it comes to
 13 incentives or things the Board considers, are
 14 there are other things they should bear in mind
 15 whether there is a moratorium or not?

16 MS. FISHER: Just some things to bear
 17 in mind, I just have two issues; and I think it
 18 goes to points on both sides. I think we want
 19 to do right by trying to save some of those
 20 beautiful historical homes without burdening the
 21 property owners, right? That's the million
 22 dollar question.

08:18PM

591

1 How do you do that? I don't have
 2 all the answers; but perhaps commenting on what
 3 Julie has said and others have said, if there
 4 are some types of variances, incentives, tax
 5 relief, you know, a streamline process where if
 6 you are applying for an application with this
 7 home, perhaps we can do in 3 to 6 months, rather
 8 than 12 months; and we have a pamphlet down at
 9 the Village Hall of all of the restoration
 10 specialists and everybody who specializes in
 11 these types of houses.

12 On the flip side, I think there
 13 needs to be a very clear undue hardship
 14 exception; that I have heard many things, that
 15 people are operating under a critical time
 16 frame, they have issues with selling, a
 17 restoration would never be possible. I just
 18 think there needs to be, again, a very clear,
 19 undue hardship exception. When I say clear,
 20 clear in delineation of what those hardships
 21 could be but also clear in the time frame that
 22 someone should be able to expect a response so

592

1 folks don't feel like they are getting jambed up
 2 or stuck.

3 I don't necessarily think the City
 4 of Urbana is Hinsdale, but they on their
 5 Historic Preservation Commission had an
 6 application for undue hardship. It listed
 7 11 examples of issues that folks could suggest
 8 as submissions of what these could be. I think
 9 just consideration needs to be provided on that
 10 side, provide some type of balance. So balance,
 11 it has to be looked at to balance this. Those
 12 are my only thoughts, Steve.

13 CHAIRMAN CASHMAN: Thank you.
 14 Troy?

15 MR. UNELL: I think it's very important
 16 to have incentives to preserve historical homes.
 17 I agree with everyone on that account. I think
 18 one of the ideas I heard at the June 16 Board
 19 meeting was with regard to floor area ratios and
 20 rear yard setback relief. I think those types
 21 of things are very valuable and don't cost the
 22 Village money per se but provide a lot of value

593

1 to homeowners who might want to live in a
 2 historical home if they had the ability to
 3 expand it or otherwise modify it beyond what the
 4 current Zoning Code allowed. So I think that's
 5 a really important incentive, for example.

6 I think others would just be to
 7 improve the permit process, and I've also heard
 8 waiving permit fees and other measures to
 9 consider. I think that the Village should look
 10 to implement these as soon as possible. That's
 11 it.

12 CHAIRMAN CASHMAN: Excellent.

13 I really do think, I think historic
 14 preservation is important but it should done
 15 only through incentives. There really shouldn't
 16 be restrictions. The Village, obviously, it's
 17 been 20 years since this really got going. If
 18 the Village Trustees don't feel it's effective,
 19 then I think they need to really get creative
 20 and look at what it would take. It's certainly
 21 not going to stop these houses that caused all
 22 this uproar. Those are being demolished. But

594

1 it might take one or two or some homes that it
 2 might change it, and it might allow them to not
 3 be demolished.

4 But I think if you are going to
 5 focus on incentives -- This is where it gets
 6 tricky and had some writers, call-in. I think
 7 Luke said at the Board meeting, it might be time
 8 for the Village to put its money where its mouth
 9 is. I kind of agree but then who shares that
 10 burden?

11 And I think if we are going to talk
 12 about costs to the Village, whether it's waiving
 13 the Village share of property tax, other types
 14 of grants of relief, then that's going to impact
 15 the Village budget. I believe if they are going
 16 to do that, the entire Village needs to chime
 17 in. I would think if that's the case then we
 18 need to talk about a referendum.

19 If you are talking about zoning
 20 variances and there are no financial incentives,
 21 then maybe there is another way. But I think it
 22 might be an important time for the Village if

1 they really are going to get in and put their
2 money where their mouth is.

3 In that regard, I think there are
4 some houses -- I mean I have lived here a long
5 time, and a lot of houses they are just not kept
6 up. Maybe focusing more over time and
7 homeowners, if they knew they could replace
8 exterior windows or siding -- and this would
9 only in my mind be a significant home in a

08:23PM 10 Historic District -- then maybe there is some
11 way that the Village could create some type of
12 tax break to encourage them. So if they are
13 looking at the cost of the homes, they are going
14 to save 25 percent or something like that where
15 it would actually make someone change their
16 mind.

17 I mean one of these homes, I think
18 it's 641 Elm, it has the original single-
19 glazed, steel sash windows. That's kind of
08:24PM 20 crazy in a 1925 house that they have not been
21 replaced. But maybe it was a financial
22 hardship, the owners never wanted to. But I

1 think if you first focus on something over time,
2 maybe some of these older houses people would
3 make decisions to put new siding on, fix things.

4 I think it should focus on anything
5 on the exterior. I think a lot of these
6 foundations, especially old houses that have
7 stone foundations, that any work related to the
8 foundations, and sump pumps, things like that,
9 that could really help. We heard lots of
08:24PM 10 stories about these basements and how bad they
11 can be. I think that would maybe save some of
12 these. It's not going to save them all, but it
13 would help on some of them.

14 I think the Village really needs to
15 seriously think -- this goes again to money on
16 this problem -- do they waive local property
17 taxes. For example, I'm just kind of curious
18 about this, it's some information. If you take
19 like 419 South Oak, I mean it is, back to the
08:25PM 20 discussion, that thing sold for \$1,860,000.

21 It's almost an acre of land. That price is
22 ridiculous, it's southeast Hinsdale. I mean

1 that price is way low. It's below the cost of
2 the land. The 2019 taxes were \$54,424. The
3 Village portion is \$3,810.

4 In my mind, if the Village doesn't
5 think it's important to throw \$3800 at the
6 problem, well, then the house needs to go. But
7 I don't know, that's not going to make a
8 difference to that house, and maybe it would
9 never make a difference, maybe it's too small.

08:25PM 10 But it might encourage somebody to possibly make
11 a difference, but it needs to be the
12 individual's choice on whether to renovate and
13 expand.

14 716 South Park sold for \$3,060,000
15 in 2019. The 2019 taxes were 37,515. The
16 Village share on that house in that huge lot,
17 \$2,626. Obviously, if a new house goes up
18 there, the Village is going to get a much bigger
19 share of tax, and especially the two school
20 districts because they are not tied to the tax
21 cap so they get a bigger share. I just think
22 that is something they really need to look at.

1 But if I was a trustee, I'd want a referendum
2 before I was deciding financial burden on other
3 taxpayers.

4 Back to the zoning, you might
5 recall, this is a while ago, about a design
6 commission, they were talking about possibly
7 waiving FAR. Would that be enough of an
8 incentive for people to go in front of a design
9 commission if they knew they could waive FAR? I
08:26PM 10 think some of these old houses, these are,
11 obviously, southeast Hinsdale is larger lots.
12 The historic homes tend to be on larger lots. I
13 would be in favor of waiving FAR.

14 I think height, many of these old
15 buildings are higher than our code allowance. I
16 think there should be some kind of relief on
17 height. Rear yard mostly impacts the homeowner,
18 not the neighbors. I think some type of
19 reduction in the rear yard setback would be
08:27PM 20 helpful.

21 I think in some cases -- Like,
22 Julie, yours is a great example. I mean if you

1 were doing an addition that was going to
2 encroach on that side yard, that's not for the
3 entire length of structure, on an old historic
4 home I think they need to look at that with an
5 open eye and encourage that kind of thing
6 because you have unique situations.

7 I think it goes beyond that, I
8 think it should go to lot size, minimum lot
9 sizes. There should be some kind of variance
10 there, minimum lot width.

08:27PM

11 When I moved to Hinsdale in 1966,
12 the a huge uproar then as big as this was with
13 subdividing lots and mostly in southeast
14 Hinsdale because you look at the homes, you can
15 see what the original lot size was, which were
16 huge. And they were selling off half-acre,
17 quarter-acre parcels around them, like the
18 Elmore property -- I call it the Elmore
19 property -- 419 South Oak, that was not, it had

08:28PM

20 a much bigger piece of land. You can see the
21 houses that were from the '60s that were built
22 from behind and the side. I think they need to

1 look seriously at that area and if they want to
2 save these old homes be more lenient.

3 I really think the Village really
4 should do an extensive survey. I think they
5 have to. Many of you talked about -- and,
6 Michelle, you touched on this -- the exemptions.
7 I think any Village, as they go forward, I mean
8 there is vacant homes. If the house has been
9 vacant for a year or more, it should not even be
10 part of anything I don't think. Even if we
11 voted for a referendum, I wouldn't be in favor
12 for that. I think this is ridiculous. These
13 houses are empty. They are a blight for their
14 neighbors. And obviously, there is not a lot of
15 movement.

08:28PM

16 President Cauley talked about, you
17 know, possibly putting a date going forward; and
18 that's again something we'd see in the future is
19 this idea of going to pause even on a demolition
20 permit. I just don't think that's right. I
21 think focus on incentives, do not focus on
22 restrictions, and see if we can improve things.

08:29PM

1 I think there is some advantages.
2 Some people are still going to want to build new
3 homes because, as we've heard and people
4 believe, some people believe this, a lot of
5 people like new homes and want new
6 construction. So if they find a nice parcel,
7 they are willing to pay the price, buy the land
8 and the house, they should have the right to
9 build a new home.

08:29PM

10 The homes that are going up in
11 Hinsdale, these are beautiful homes. Frank
12 Lloyd Wright wouldn't be able to build a house
13 in Hinsdale with our review board. People were
14 not pleased when he was building homes back in
15 the day, they were very radical compared to the
16 homes around them. Good design, democracy, and
17 capitalism all together I think create a
18 beautiful town like Hinsdale. And in the end, I
19 would rather let democracy and capitalism --

08:30PM

20 You know, if it's an ugly house, it
21 will go away; but I don't think we should tell
22 our neighbors what their house should look like.

1 I think that should be left up to personal
2 freedom.

3 Other exemptions, I think of any
4 house that ever received a Certificate of
5 Appropriateness through the HPC or a previous
6 demolition permit, if there was going to be a
7 moratorium, I think it should be exempt. I
8 think, obviously, they already went through the
9 process; I mean this process is onerous. I
10 think we need to -- To hold people up during a
11 pandemic and recession I think is ridiculous.
12 We need to try to encourage development in
13 Hinsdale. These are not people sweeping in.
14 These are people building quality homes.

08:30PM

15 But again, I think the focus should
16 be on incentives. I think a lot of people kind
17 of voiced a similar thought. So which gets us
18 to whether there should be a moratorium or not.

19 So Julie?

20 MS. FISHER: What do we think about
21 length?

08:31PM

22 CHAIRMAN CASHMAN: Okay. We can talk

1 about length.

2 MS. FISHER: I don't know the answer to
3 it, Steve, but --

4 CHAIRMAN CASHMAN: No. You saw like
5 Michael has been very helpful from a legal point
6 of view. And you saw anything longer than
7 6 months seems to never stand up. So I think
8 the Board, that was the reason they chose
9 initially this 180 days is 6 months. I have
10 received so much input from so many different
11 people.

12 Has there already been a 3-month
13 moratorium, a 3.5 month moratorium?

14 MR. JABLONSKI: Steve, we really ought
15 to talk about the start date of the moratorium
16 as well as the length.

17 CHAIRMAN CASHMAN: Right. I have asked
18 a lot about that, Jerry, and I have not gotten
19 any clarity on when that is. In my mind, to go
20 back and postdate things to March 16 I think is
21 completely patently unfair.

22 The good news is, I mean I was

1 that as a recommendation.

2 CHAIRMAN CASHMAN: Okay. Julie?

3 MS. CRNOVICH: Well, if we start in
4 March, then I'm going to go for the 180 days. I
5 still we think we need an additional 60,
6 90 days. We aren't done looking into this. I
7 mean this is the last chance. You know, we have
8 come so far, let's finish this; and let's do it
9 right. Let's use the resources that are
10 available so many people are working on this.

11 Everything else is moving ahead. You know,
12 everybody is meeting by Zoom.

13 CHAIRMAN CASHMAN: That's also, I
14 wanted to apologize to how long that last
15 meeting went. I was overly optimistic that
16 somehow Chan would read faster, and we would at
17 least close the public comment.

18 You know, I'm glad, I'm encouraged
19 by our town that that many people took the time
20 and effort to call us and write in. It shows a
21 lot about what Hinsdale is all about. So that
22 was --

1 really worried this that we listened to all this
2 public comment and time would be passing and
3 nothing would be happening. But as you saw, if
4 you watched that last Board meeting, HPC has
5 been working on this, Jim Prisby I think said,
6 for 18 months. So half of his term on HPC, they
7 have been working ideas to rewrite Title 14.

8 I have not seen HPC's document. I
9 don't know if it's public. Then what
10 President Cauley showed as a discussion item,
11 that's the first time the Board really had seen
12 it. You know, they are looking at things; but I
13 have not heard what it's go to be.

14 I think if there is going to be a
15 moratorium, it shouldn't go back in time.
16 That's unfair. But that's my take.

17 Jerry, what do you think about
18 that?

19 MR. JABLONSKI: Frankly, I have
20 absolutely no problem with a 180-day moratorium
21 starting on March 16, which would put it to
22 about today. I would have no problem making

1 MS. CRNOVICH: Great.

2 CHAIRMAN CASHMAN: We have heard a lot.
3 So, Julie, you would be in favor,
4 if there was a moratorium, for it still being
5 180 days?

6 MS. CRNOVICH: Depending on when it's
7 dated; I think we need from tonight we'd need at
8 least another 60, 90 days. I think the Board of
9 Trustees, they are going to be getting some more
10 information on what other communities do. So we
11 are almost there. This is not a yes-or-no
12 answer. Let's just explore what's out there and
13 see what we can do. We are halfway there. Come
14 on, you guys.

15 CHAIRMAN CASHMAN: Jim?

16 MR. KRILLENBERGER: Well, we might as
17 well then allow the market to work and property
18 owners to exercise their rights while the
19 Village is trying to figure out what's best. So
20 that would bring me back to no moratorium.

21 Similar logic as yours, Julie.

22 CHAIRMAN CASHMAN: Michelle?

607

1 MS. FISHER: I think 180 days is too
2 long. I'm just going off of what John Bohnen
3 said last time, you know, 60 to 90 days, maybe
4 somewhere in there.
5 Mr. Marrs, realistically, if
6 everything was supposed to cycle through in the
7 most efficient way possible, when would this
8 likely get on the Board of Trustees' table?
9 MR. MARRS: You know, staff might be
08:35PM 10 better suited to answer that. The Board needs
11 to refer any proposed ordinance, and I know they
12 are still working to refine anything that they
13 do want to refer to Plan Commission or whoever
14 else they think is appropriate to hear it. Then
15 you guys have to work through it, make a
16 recommendation, approve your findings; and it
17 goes back to the Board for two readings so
18 that's not a super short process.
19 MS. FISHER: Right.
08:35PM 20 MR. MARRS: But depending on the
21 importance, you can always do special meetings
22 or whatever else, like you guys have been doing

608

1 on this.
2 MS. CRNOVICH: Weekly meetings.
3 MR. MARRS: Mr. Chairman, can I weigh
4 in on the retroactivity? I just want to
5 clarify. So the Board made a referral to you
6 guys on March 16 saying, We want you to do a
7 public hearing on the moratorium.
8 But the moratorium will actually
9 start whenever they approve an ordinance. Now,
08:36PM 10 when you guys are talking about going back to
11 March 16, you are talking about there were
12 several applications that were pending at the
13 time the Board referred it to you. And so that
14 becomes a question of what, well, are they
15 subject to it.
16 So if moratorium is approved and it
17 says we don't issue any demolition permits after
18 this moratorium starts for this amount of time,
19 and those people don't have demolition permits
08:36PM 20 yet, then they are subject to it.
21 But what is commonly done is we
22 look at those ones that are in the queue already

609

1 where people have started process, and there is
2 well-established fact-specific tests that have
3 been developed by courts to determine whether a
4 moratorium would apply to those people. And so
5 understanding that there is some legal risk to
6 trying to apply it to people or a fairness
7 issue, I'm sure the Board would be interested in
8 your thoughts of when it should go back to in
9 terms of is it anyone who was on file prior to
08:37PM 10 March 16 that we are going to except out of
11 this. Does that make sense?
12 MS. CRNOVICH: So I think like --
13 MR. JABLONSKI: I would make the case
14 that anyone who has been on file until today's
15 date as of our vote --
16 MR. MARRS: Sure.
17 MR. JABLONSKI: -- should be exempt
18 from it as opposed to March 16.
19 MR. MARRS: Certainly that's the most
08:37PM 20 legally safe way to do it.
21 MR. UNELL: I agree with that, Jerry.
22 I think we should exempt them if it was

610

1 previously filed.
2 MS. FISHER: Steve, that's in line with
3 what you were saying; correct?
4 CHAIRMAN CASHMAN: Pardon me?
5 MS. FISHER: That was in line with what
6 you were just previously saying as well.
7 CHAIRMAN CASHMAN: Yes. I mean we will
8 get to whether we vote for a moratorium or not,
9 but I think there has been an unstated
08:38PM 10 moratorium already. I read that letter that
11 Robb's been -- anyone who has been filing a
12 building permit, it's not like things are
13 getting processed.
14 And this I think has also had a
15 pall, a huge pall, on the real estate market. I
16 think we were just reading a letter today, and I
17 saw they were talking about closing on June 19.
18 So I imagine that deal is in jeopardy. There
19 has been some -- If you go back through the
08:38PM 20 public comment, there are many people that were
21 in that boat that had these carrying costs and
22 in some cases have a real estate transaction

1 that might not happen because of this.
 2 That's just the discussion of the
 3 moratorium. And if there was a moratorium, no
 4 one would buy or really stick with it, or just
 5 move on. So I would be in favor, if there was
 6 going to be a moratorium, I think it should be
 7 shorter. I think six months is way too long. I
 8 think the Board, the HPC, and the Board have
 9 already started work on this thing. I don't
 10 think they need a moratorium to do their work.
 11 I think they can -- This is not like something
 12 that goes up yesterday. This has been going on
 13 since the late '90s.

08:39PM

14 So I think these homes that were on
 15 the HPC's agenda got the most attention. But
 16 they are already, in my mind, those were already
 17 in the queue and I don't see how anything could
 18 be applied to them. I think that would be
 19 completely unfair and unconstitutional.

08:39PM

20 So I would be in favor of something
 21 short, you know, basically 90 days, 3 months
 22 maximum if there was to be a moratorium because

1 I just think it's unfair to do it, to take
 2 longer. I think we have already -- It's a
 3 terrible time. We have a recession kicked in
 4 officially, and to do this in this time I think
 5 is just damaging to so many people.

08:40PM

6 I thought it was really compelling
 7 so many of the seniors in our community that
 8 wrote to us about their home and the uncertainty
 9 of what they are going to do and selling their
 10 house for funds for assisted living or
 11 independent living and medical expenses. We
 12 have seen one home that was landmarked, we have
 13 got two homes that were landmarked and had the
 14 landmarked status pulled. And the most recent
 15 was of 1st Street and it was because of medical
 16 hardship.

08:40PM

17 I would be worried about people, a
 18 moratorium of any type, even if it's just in the
 19 Robbins District, that could impact people in
 20 part in a damaging way.

21 MR. JABLONSKI: What if we were to vote
 22 on a -- Sorry to interrupt. But what if we

1 were to vote on whether there ought to be a
 2 moratorium. And in fact, if there is a
 3 moratorium, given the fact that just about
 4 everyone on this committee is concerned about
 5 limiting the economic damage if it were to pass,
 6 make it a two-step process on the vote?

08:41PM

7 CHAIRMAN CASHMAN: Yes. We can do
 8 that. It was something, when I spoke to
 9 Michael, this is quite a large, quite unwieldy
 10 concept is how do you develop a motion.

11 But I do think's that good advice,
 12 Jerry, because if there is not a majority in
 13 favor of a moratorium, then the length of
 14 moratorium is moot. I mean the Board can decide
 15 that. We are a recommending body, we don't have
 16 the ability to create a moratorium. It would be
 17 up to the Board to decide that.

08:41PM

18 So with that said, did I miss
 19 anybody?

20 Troy?

21 MR. UNELL: Yes. In terms of I
 22 personally, I think you touched on it as well, I

1 think we need to move fast on these incentives
 2 to preserve our historic homes. I just don't
 3 understand why we need a moratorium to do that.
 4 I think there is a lot of the momentum in the
 5 Village, and there is a lot of interest in this.

08:42PM

6 If I understood right at the last
 7 Village meeting on the 16th of June, it sounds
 8 like there is a draft ordinance in place
 9 already. I guess I just don't understand why we
 10 need a moratorium to work through that process.
 11 I think, as others have stated, I think it's
 12 unfair on homeowners. I think a lot of people
 13 are put in a situation where they are unable to
 14 sell their home, unable to build their home, or
 15 they face less demand than they might normally
 16 have to sell their house. So I don't think we
 17 need any moratorium to support the preservation
 18 of historic homes.

08:42PM

19 CHAIRMAN CASHMAN: Well, I do think
 20 it's important to move fast. That's why I
 21 appreciate you guys having these, we have had
 22 3 meetings in 30 days. And you know, whatever

1 happens tonight, I am going to try to ask you to
2 have another quick meeting so we can get our
3 findings of fact and recommendation back to the
4 Board because I don't want to hold them up. I
5 want the Board to be able to move as quickly as
6 possible.

7 You know, I think I appreciate the
8 patience of the citizens. I mean I know it was
9 really laborious to read all those comments in
10 there. But since they couldn't be at Village
11 Hall speaking, I think it was just necessary to
12 give everybody the respect to read the things
13 that they took time to communicate with us into
14 the record.

15 We typically don't have that many
16 written comments versus call-ins. We usually
17 have more people in the audience and fewer
18 written comments.

19 So if we do vote tonight, I would
20 like then to maybe set up a quick meeting like
21 we did for -- There was another findings and
22 recommendation meeting I think. It was the

08:43PM

1 We are just so close. Again, like with all of
2 our discussion tonight, there is not a yes-or-no
3 answer. There is still I think a lot to be
4 explored.

5 MR. UNELL: I guess I'm just not
6 convinced that having that moratorium changes
7 the trajectory of what we are doing. I'm
8 concerned that it's impacting economically a lot
9 of the residents in Hinsdale in terms of their
10 ability to sell their house or to build their
11 house.

12 I think it's an unfair burden to
13 place on those residents. Because, honestly,
14 there is no reason we can't just propound this
15 ordinance or this or these incentives through
16 Plan Commission and through the Board; and we
17 shouldn't need to hold a moratorium over
18 residents' heads to do that.

19 MS. FISHER: Can we have a moratorium
20 with some type of exception clause like what
21 we -- what I mentioned before?

22 MR. MARRS: Yes, of course. So let's

08:45PM

08:45PM

1 first Zoom meeting we ever did. We just had a
2 quick meeting, we were able to get that done.

3 Jan is going to have her hands full
4 because she's going to have to type this up and
5 get it off to Michael. So once they are able to
6 get it together, we can then have a quick
7 special meeting to approve those findings and
8 recommendations.

9 Well, I guess with that, is there
10 any other discussion before --

11 MS. CRNOVICH: I have one comment to
12 Troy's last comment. Troy, I think a moratorium
13 is still needed because we are almost there. We
14 need to focus on this. Staff needs to focus on
15 this. Otherwise, it can just fall wayside. I
16 mean I understand that things have kind of been
17 at a standstill since March, but that's nobody's
18 fault.

19 MR. UNELL: I agree.

20 MS. CRNOVICH: But I think from now,
21 like, let's say, 60 days from now or 90 days
22 from now just to get it through the channels.

08:44PM

08:44PM

1 say, for example, that you were to impose a
2 moratorium on homes that were labeled
3 significant under the survey in the Robbins Park
4 District, we could build into that kind of a
5 relief valve where someone could say, well, I
6 may have been labeled as significant in that
7 particular survey but there has been a changed
8 circumstance, and here is my proof. And upon
9 showing that, they are able to be exempted from
10 the moratorium. So that's something that's
11 commonly done to address these kind of one-off
12 issues.

13 MR. UNELL: And by the time they go
14 through the process, the moratorium is over;
15 right?

16 MS. FISHER: Right. I'm just trying to
17 throw out suggestions, Troy; right?

18 MR. UNELL: No, I'm not being critical.
19 I'm just saying everything takes a long time.

20 That's just the way government works. There is
21 accountability; and there are all these things
22 we have to do, which I understand. But we have

08:46PM

08:46PM

1 real people's economic security that we are
2 impacting during the time period.
3 I just don't think it's the right
4 think to do because it's going to give more
5 momentum behind all of us and the Board to do
6 something. I think we can just do it anyway.
7 We can just work hard, and we can have meetings
8 over Zoom. We can get this done regardless
9 without having to hold this over the residents.

08:46PM

10 MR. JABLONSKI: Hey, Michelle, I really
11 understand the point you are trying to get
12 across here.

13 MS. FISHER: Sure.

14 MR. JABLONSKI: And I really do want to
15 try to find a way to stay at home, but we were
16 dealt an extremely bad hand by the Village Board
17 by sending this over to us with that 1991
18 document as Michael pointed out there. If we
19 are to use that as what is significant, we don't
20 even know how many homes are inaccurately
21 described as significant, like Steve's 1940,
22 whatever that house was. It's gorgeous now

08:47PM

1 addresses the person who is closing tomorrow,
2 the person who had their deal and their permit
3 ready to go back in March.

4 Again, this is just a discussion
5 that we are having right now. But we have
6 people who are here in town who are very
7 passionate for and very passionate against, and
8 we have to listen to what everybody has to say
9 and how do we strike that balance. So we are
10 doing it now. We are debating, right? We are
11 trying to figure it out.

08:48PM

12 But, Jerry, your point is totally
13 valid. I mean you have a document that it has
14 some problems. We need that clarified
15 regardless what route we take tonight with the
16 moratorium, right?

17 CHAIRMAN CASHMAN: That's why I wanted
18 to first start there, I mean talking Village-
19 wide or something more specific. And if you go
20 back and you listen to the Board meetings, the
21 first two before they came here, and then the
22 subsequent meeting on, what was it, June 16,

08:49PM

1 after you got done redecorating, remodeling it.
2 But we were dealt an awful hand by
3 the wording of that document by starting with
4 1991. And it's really tough to work off that.
5 We would have to rewrite a whole theory of
6 recommendations while throwing the Village down
7 again and throwing homeowners down.

8 MS. FISHER: No, I appreciate it. But
9 I mean I keep trying to focus on exactly what we
10 are here to do. It's just to discuss the
11 question at hand, get it back to the Board, get
12 it to the HPC for those folks who have the
13 knowledge, heart, and expertise, to put their
14 touch and their energy into what they think this
15 should look at, look like. And perhaps, it
16 comes back to us anyway.

08:47PM

17 CHAIRMAN CASHMAN: Oh, it will come
18 back to us.

19 MS. FISHER: Again, I hear what we are
20 all saying. I'm just saying, if we have a
21 moratorium for a short time frame, if we could
22 carve in there some type of exception that

08:48PM

1 most of the discussion seemed to be focused on
2 the Historic Districts. But there were comments
3 about one way or another about, well, should
4 they look at a wider.

5 I think if the Village had done a
6 follow-up survey, you know, in 2008 for
7 scattered sites and went back to that original
8 1999 Reconnaissance Survey, they probably would
9 have a better document in hand; but it's
10 basically been 13 years since they have done an
11 updated survey.

08:50PM

12 So I think that's an important
13 thing that whatever comes out of this, the
14 Village needs to resurvey, need more recent
15 data. They have documents that are 20 years old
16 or 13 years old. It's too old and it's too
17 important because, if they are going to use it
18 as some type of determining factor, whether it's
19 for incentives or zoning variance, it needs to
20 be something that people can trust. That's
21 where I think if they are going to do it, they
22 need to find a new firm. I think like a third

08:50PM

623

1 party view of this and be really clear about the
 2 criteria that's being used as they go forward.
 3 But I guess what I kind of would
 4 like to do unless there is any discussion is
 5 maybe talk about whether there is a motion for a
 6 moratorium or not. Because if there is not a
 7 majority of this Commission that's in favor of
 8 the moratorium, then the other items, like the
 9 length of moratorium, doesn't matter. But the
 10 Board can take our recommendation and determine
 11 what to do with that. They heard our discussion
 12 and our input when it comes to length, but I
 13 would be open to --
 14 If there is additional discussion,
 15 I'm willing to listen. But if not, maybe I
 16 would like to hear if someone has a motion that
 17 we can vote on.
 18 MS. CRNOVICH: I will make a motion in
 19 favor of a moratorium.
 20 CHAIRMAN CASHMAN: Okay, with the
 21 length to be determined in a subsequent motion.
 22 MS. CRNOVICH: Yes.

624

1 MS. FISHER: Second.
 2 CHAIRMAN CASHMAN: Chan, roll call
 3 vote.
 4 MR. YU: Commissioner Krillenberger?
 5 MR. KRILLENBERGER: Nay.
 6 MR. YU: Commissioner Fisher?
 7 MS. FISHER: Aye.
 8 MR. YU: Commissioner Jablonski?
 9 MR. JABLONSKI: No.
 10 MR. YU: Chairman Cashman?
 11 CHAIRMAN CASHMAN: No.
 12 MR. YU: Commissioner Crnovich?
 13 MS. CRNOVICH: Aye.
 14 MR. YU: Commissioner Unell?
 15 MR. UNELL: No.
 16 CHAIRMAN CASHMAN: The motion fails.
 17 So I think we are done with our
 18 business.
 19 MR. JABLONSKI: Steve, thanks for all
 20 your hard work on this and I really appreciate
 21 your closing thoughts.
 22 MR. KLEBER: Steve, this is Dale

625

1 Kleber. I'm sorry to interrupt. I have a legal
 2 point, and that point is this, that you are
 3 debating a potential taking. I understand the
 4 vote you just made. But you are debating a
 5 potential taking, and there are procedural
 6 safeguards that are required under the
 7 Constitutional safeguards for procedural due
 8 process to basically, you need to --
 9 I would like to request a vote on
 10 the proposal, specific proposal that the Village
 11 referred to the Plan Commission. I think
 12 everybody, I don't need to repeat what that is.
 13 But other than the start date, it's fairly
 14 specific in terms of the length of the
 15 moratorium and how restricted properties are
 16 determined.
 17 So I think there is obligation,
 18 since that was noticed up in the public comment,
 19 in the public notice, I would like to request
 20 that the Commission take an up or down vote on
 21 that actual proposal that the Village or Board
 22 referred to you. Maybe Michael can weigh in on

626

1 that.
 2 MR. MARRS: Sure. I'm happy to. So
 3 the public hearing notice as we have discussed,
 4 Mr. Kleber, set the parameters of the discussion
 5 at the Plan Commission. It set the broadest
 6 possible moratorium that could be imposed and
 7 that was not to exceed 6 months on the
 8 particular properties described in the notice.
 9 The Commission just took a vote
 10 recommending that no moratorium on any of those
 11 properties be imposed, and I do not think they
 12 are legally obligated to take any further votes.
 13 Their recommendation will be forwarded on to --
 14 put down in findings and forwarded on to the
 15 Board.
 16 The Board will also have the
 17 benefit of, you know, the summary of the
 18 discussion that the various Board members have
 19 had on the various points of length and other
 20 aspects of this. This is a recommending body,
 21 and it's ultimately up to the Board.
 22 MR. KLEBER: Michael, I just want to

1 make a rebuttal to that briefly. You have
2 Commissioners who may be in support of some
3 undefined type of moratorium, but they may not
4 be in support of what the actual proposal was
5 that's in the public notice.

6 So I think it's incumbent on this
7 body to take an up or down vote because that is
8 an indication of the strength or weaknesses of
9 the support of the Commission as it refers back
10 to the Village Board of Trustees. So I don't
11 think what you voted on is what has been
12 publicly noticed, and I think you need to do
13 that.

08:55PM

14 CHAIRMAN CASHMAN: Thanks for your
15 input, Dale; but we are going to rely on the
16 Village attorney's advice to us. Unless there
17 are other motions that the Commissioners want.

18 MR. KLEBER: Again, I want to be on
19 record as objecting to that.

08:56PM

20 CHAIRMAN CASHMAN: We hear you, Dale.

21 MR. KLEBER: Thank you.

22 CHAIRMAN CASHMAN: Sure. Any other

1 motions by any Commissioners?

2 MR. JABLONSKI: I would make a motion
3 that we reconvene as quickly as possible to
4 verify the findings.

5 MS. CRNOVICH: Aren't we meeting
6 July 8?

7 CHAIRMAN CASHMAN: Well, our next
8 meeting is July 8. It's really going to be up
9 to Jan's fast fingers, and Michael, once they
10 can get -- Because this is going to be quite a
11 lengthy document. But once they can get it all
12 together, as soon as that's done, we will send
13 out an email to the Commissioners, see your
14 availability. And hopefully, it will be a quick
15 meeting, a Zoom meeting, to review those
16 findings and recommendations.

08:56PM

17 MR. MARRS: But, Mr. Chairman, because
18 this is a public hearing, public hearing
19 process, if we can pick a date certain. I don't
20 know if Jan has any input on her ability to turn
21 this around.

08:56PM

22 (Discussion outside the record.)

1 MR. YU: We have our next Village Board
2 is July 14. So if our regular meeting date of
3 July 8 we can get it done and voted on the
4 findings, that can make it out into the packet
5 for the July 14 Village Board meeting.

6 CHAIRMAN CASHMAN: I'm okay with that.
7 Michael and Robb and Chan, do you guys think
8 that's fast enough for the Board?

9 I also appreciate it. I mean we
10 have had these Commissioners at these meetings,
11 like one meeting a month. We have had three.

08:57PM

12 MS. FISHER: It would be short; right,
13 Steve?

14 CHAIRMAN CASHMAN: Well, it would be
15 short but we basically have -- There is no way
16 it's going to be done tomorrow.

17 MS. FISHER: Short by Steve
18 Cashman's standards.

08:57PM

19 CHAIRMAN CASHMAN: Friday is a holiday.

20 I think it would be highly unlikely that Jan and
21 Michael would have this together either tomorrow
22 or Thursday. So then we are talking the 6th,

1 Monday, so if that's the case I think we just
2 wait until the 8th.

3 MS. CRNOVICH: That allows enough time,
4 right?

5 CHAIRMAN CASHMAN: Right.

6 MR. MARRS: Yes, the 8th is fine by me.

7 (Discussion outside the record.)

8 CHAIRMAN CASHMAN: Okay. We need a
9 motion to close public hearing Case A-14-2020
10 for the Village of Hinsdale.

08:58PM

11 MR. KRILLENBERGER: I will so motion,
12 Krillenberger.

13 MS. FISHER: Second, Fisher.

14 MR. MARRS: Mr. Chairman, could you add
15 to that, And reconvene on Wednesday, July 8, for
16 purposes of approving findings of fact and a
17 recommendation.

18 CHAIRMAN CASHMAN: So a motion to close
19 the public hearing on Case A-14-2020 from the
20 Village of Hinsdale. We will reconvene on
21 July 8, Wednesday, July 8, to consider the
22 findings and recommendations for that case.

08:58PM

631

1 MR. KRILLENBERGER: Krillenberg so
 2 motions.
 3 MR. JABLONSKI: Jablonski, second.
 4 CHAIRMAN CASHMAN: Chan, roll call,
 5 please.
 6 MR. YU: Sure.
 7 Commissioner Krillenberg?
 8 MR. KRILLENBERGER: Aye.
 9 MR. YU: Commissioner Fisher?
 10 MS. FISHER: Aye.
 11 MR. YU: Commissioner Jablonski?
 12 MR. JABLONSKI: Aye.
 13 MR. YU: Chairman Cashman?
 14 CHAIRMAN CASHMAN: Aye.
 15 MR. YU: Commissioner Crnovich?
 16 MS. CRNOVICH: Aye.
 17 MR. YU: Commissioner Unell?
 18 MR. UNELL: Aye.
 19 MR. YU: Commissioner Fiascone?
 20 MS. FIASCONE: Aye.
 21 CHAIRMAN CASHMAN: Then do we need to
 22 continue this next case, Ryan Companies?

632

1 MR. MARRS: No, that's already
 2 continued.
 3 CHAIRMAN CASHMAN: Then I need our
 4 favorite motion, motion to adjourn.
 5 MR. KRILLENBERGER: I so motion.
 6 MR. UNELL: Second.
 7 CHAIRMAN CASHMAN: Chan, roll call,
 8 please.
 9 MR. YU: Commissioner Krillenberg.
 10 MR. KRILLENBERGER: Aye.
 11 MR. YU: Commissioner Fisher?
 12 MS. FISHER: Aye.
 13 MR. YU: Commissioner Jablonski?
 14 MR. JABLONSKI: Aye.
 15 MR. YU: Chairman Cashman?
 16 CHAIRMAN CASHMAN: Aye.
 17 MR. YU: Commissioner Crnovich?
 18 MS. CRNOVICH: Aye.
 19 MR. YU: Commissioner Unell?
 20 MR. UNELL: Aye.
 21 MR. YU: Commissioner Fiascone?
 22 MS. FIASCONE: Aye.

633

1 CHAIRMAN CASHMAN: See you next
 2 Wednesday.
 3 * * *
 4 (Whereupon the above-entitled
 5 continued special public meeting
 6 was continued to July 8, 2020, at
 7 7:30 p.m.)
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634

STATE OF ILLINOIS)
) ss.
 COUNTY OF DU PAGE)

I, JANICE H. HEINEMANN, CSR, RDR, CRR,
 do hereby certify that I am a court reporter
 doing business in the State of Illinois, that I
 reported in shorthand the testimony given at the
 hearing of said cause, and that the foregoing is
 a true and correct transcript of my shorthand
 notes so taken as aforesaid.

/s/ Janice H. Heinemann
 Janice H. Heinemann CSR, RDR, CRR
 License No. 084-001391

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: First Reading - ZPS

SUBJECT: Consideration of a Temporary 180-Day Moratorium on the Issuance of Any Demolition Permits or Other Building or Zoning Approvals Involving the Demolition of Single Family Homes within the Robbins Park and Central Business District.

MEETING DATE: March 16, 2020

FROM: Robert McGinnis, Director of Community Development/Building Commissioner

Recommended Motion

Approve a Referral to Plan Commission of a Request to Hold a Public Hearing for Consideration of, and a Recommendation to the Board of Trustees on, a Temporary 180-day Moratorium on the Issuance of any Demolition Permits or other Building or Zoning Approvals involving the Demolition of Landmarked Single-Family Homes, or of any Single Family Homes within the Village or within the Robbins Park and Central Business District Historic Districts

Background

At the Village Board of Trustee meeting of March 3, 2020, President Cauley cited two specific examples of homes in the Robbins Historic District that are in process for potential demolition. These applications have caused concern for the members of the Historic Preservation Commission (HPC) as in recent years, an alarming number of historic homes have been demolished in the Robbins Historic District and the Village has no process in place to stop these demolitions. An intermediate step under consideration to address the demolitions is to impose a temporary moratorium on demolitions of landmarked structures within the Village in either or both of the two historic districts, or Village-wide, for a finite period of time in order to give the Board of Trustees and applicable commissions time to study the issue and to evaluate recommendations to attempt to safeguard the community from the adverse impact that these demolitions have on Hinsdale's historic community. The process to institute a moratorium would be a public hearing at the Plan Commission to determine if Hinsdale residents support the idea of a moratorium in historic districts. Following the public hearing, the Plan Commission will make a recommendation to the Village Board of Trustees on whether or not to impose a moratorium. If the Board then chooses to impose a moratorium it would do so by Ordinance.

Discussion & Recommendation

Issues for consideration by the Board include how long the moratorium should be (a maximum of 180 days is recommended), whether it should be imposed Village-wide or only within one or both historic districts, and whether, if limited to one or both historic districts, whether it should apply just to contributing buildings and structures or to all buildings and structures within the historic district or districts. The Motion should be revised to reflect those decisions.



REQUEST FOR BOARD ACTION

Budget Impact

During a potential moratorium as much as \$15,000-\$25,000 per permit may be lost as a result of a demo/rebuild permit not issued during the moratorium. As a point of reference, there were 4 issued in the Robbins Historic District in 2019.

Village Board and/or Committee Action

Documents Attached

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
March 3, 2020**

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, March 3, 2020 at 7:32 p.m., roll call was taken.

Present: Trustees Scott Banke, Luke Stifflear, Gerald J. Hughes, Laurel Haarlow, Neale Byrnes, and President Tom Cauley

Absent: Trustee Matthew Posthuma

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, Police Chief Brian King, Fire Chief John Giannelli, Finance Director Darrell Langlois, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Superintendent of Parks & Recreation Heather Bereckis and Village Clerk Christine Bruton

PLEDGE OF ALLEGIANCE

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

President Cauley stated that recently there has been a spate of demolitions of historic homes; the Historic Preservation Commission (HPC) hears those requests. The chair of the HPC approached him because Commission members are discouraged as there is little they can do to stop these demolitions. Tomorrow they have three such homes on their agenda, two of which are classic homes: 716 S. Oak, the Dean house, and 419 S. Oak, the Clarke house.

When they are gone you can't get them back, and therefore he recommends a moratorium on further demolition for a reasonable period of time in the Robbins district. He believes there should be a public hearing on this matter at the Plan Commission to determine if residents want this.

This is not punitive, but an effort to slow the process to determine if there is something different we can do, and consider ordinances that would be reasonable to attempt to preserve these homes. It would provide a hurdle for owners before demolishing an historic home. He acknowledged that people have property rights, but it would be beneficial to strike a balance. The Village will lose something if these types of homes are taken down. HPC members in the audience confirmed that the persons who have made application for these particular homes are new residents. Relative to what other communities do, Village Manager Gargano offered that in Wilmette the Village Board made the final decision. President Cauley suggested the moratorium be no more than six months, and there be a public hearing at the Plan Commission to discuss proposed regulations.

Mr. Jim Prisby of 565 N. Vine Street, addressed the Board. He is a member of the HPC and said the Commission has been working on potential changes for the last 18 months. Village employee Mr. Mike Donofrio did a study of 12 other communities that should be available for Board review. President Cauley noted that the Board recently adopted an ordinance requiring plans be included when applying for demolition. Mr. Prisby added they have no enforcement power, HPC is advisory only.

Ms. Alexis Braden of 436 E. First Street, addressed the Board. She is a member of the HPC and while she appreciates the Board's enthusiasm, a moratorium is too late for these homes. Trustee Banke said a moratorium makes sense to de-incentivize people from exercising their property rights, and incentivize preservation. Adjusting fee structures and such could alter the outcome. He pointed out it is expensive to update the mechanical systems of older homes, but a solution might be to preserve the façade. This would maintain the character of the neighborhood. President Cauley asked if there's any way to offer a carrot to these homeowners to keep the façade. Ms. Braden was doubtful, and believes the only solution is a long term education plan for realtors and residents.

Trustee Hughes said there are still plenty of homes in the district to save; there are homes outside the district, too, that would be sad to lose. Maybe the moratorium should go beyond the Robbins historic district. A working group was identified to include two Board members, two members of the Plan Commission and two members of the Historic Preservation Commission.

CITIZENS' PETITIONS

None.

FIRST READINGS – INTRODUCTION

Administration & Community Affairs (Chair Hughes)

b) Approve a Referral to Plan Commission of a Request to Hold a Public Hearing for Consideration of, and a Recommendation to the Board of Trustees on, a Temporary 180-day Moratorium on the Issuance of any Demolition Permits or other Building or Zoning Approvals involving the Demolition of Landmarked Single-Family Homes, or of any Single Family Homes within the Village or within the Robbins Park and Central Business District Historic Districts

Trustee Stifflear introduced the item which is a follow-up on a proposed moratorium that President Cauley discussed in his remarks two weeks ago regarding the teardown of historically significant homes in the Robbins Park historic district. This matter can be heard by the Board, or referred to the Plan Commission with a vote tonight. Any potential moratorium will allow a debate on what a long-term historic preservation ordinance may codify to protect historically significant structures, and insure that those homes are not razed during the process. The Plan Commission would hear public comment and provide the Board with a recommendation. At the last meeting of the Village Board, Historic Preservation Commission members asked the Village to do something about this. If the Plan Commission holds a public hearing, it would come back to the Village Board for a final vote. Trustee Stifflear suggested the Board consider and provide direction to the Plan Commission regarding the length of the moratorium, six months has been recommended; whether the moratorium should be Village-wide or apply only to Robbins Park and/or the Central Business District (CBD); apply to all buildings, or only to contributing buildings, and if we include all buildings, a waiver or appeal process should be considered. President Cauley noted this matter addresses the concept of having a moratorium, not regulations to preserve historic homes. He views the Board of Trustees as an appellate body and that public hearings should be conducted by the Plan Commission the Zoning Board of Appeals. This is a sensitive issue, lots of people in the community want to see older homes preserved, but owners want to develop them, or they can't sell them as they are. The Historic Preservation Commission has asked us to do something, but we don't know what that is yet. No determinations have been made.

Trustee Hughes reminded the Board there are significant homes outside the Robbins historic district. He would suggest, in terms of scope, that the moratorium apply to contributing homes in Robbins and something based on age, pre-war homes, located outside the district. Director of Community Development Robb McGinnis said there were about 40 demolitions in 2019, and since 2008, 24 homes were demolished in Robbins, 19 of which were contribution homes.

Trustee Posthuma agrees property rights should be protected, but also agrees this issue should be looked at. Discussion followed regarding the length of the moratorium the Board agreed to keep it as short as possible to realistically evaluate the problem, but no more than 6 months. Trustee Stifflear agrees that property rights are important, and that this

should only apply to properties that contribute to the historic definition in Robbins and the CBD.

Mr. Mike Ryan, 125 E. Eighth Street, addressed the Board, and echoed their comments but stressed that some houses might not be worthy of being on a list of what is unique and special, stating that some houses should truly come down. He appreciates the Board's consideration of the property rights of owners. President Cauley said he would like to see the opportunity for rehabbing these homes maximized, possibly with incentives regarding FAR, or waiving construction fees or setback requirements.

Mr. Mark Weber, 427 S. Stough, addressed the Board stating he is building a home at 6th & County Line that was a tear down. They looked at rehabbing the property, but they couldn't make the numbers work; economics ruled the outcome. He is concerned about property rights, and he wants Hinsdale to grow. He agrees it would be best to work through this issue quickly.

Trustee Stifflear made an initial motion that was revised following discussion of the Board regarding whether or not to include buildings outside the Robbins historic district, and if so, of what vintage. The Board agreed to make the motion more broad and let the Plan Commission refine the parameters. Trustee Byrnes asked that the motion include parameters for a waiver process. Ms. Gargano asked that the motion include landmarked homes.

Trustee Stifflear moved to **Approve and refer to Plan Commission a request to hold a public hearing for consideration and recommendation to the Village Board on a temporary, not to be longer than 180 days, moratorium on the issuance of demolition permits or other building or zoning approvals, involving the demolition of any single-family home or building that is historically significant or landmarked, Village-wide.** Trustee Posthuma seconded the motion.

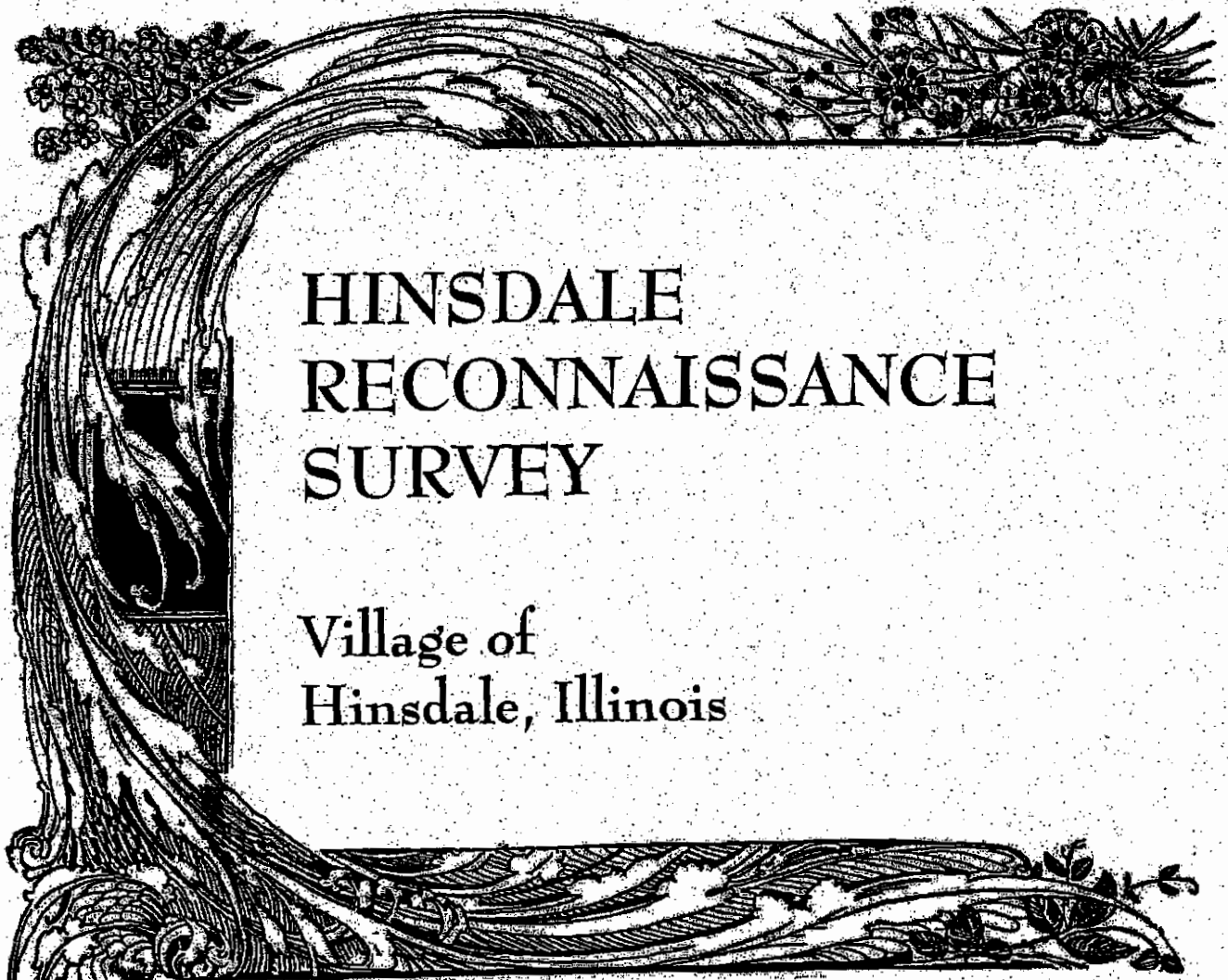
AYES: Trustees Posthuma, Stifflear, Hughes, and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: Trustees Banke and Haarlow

Motion carried.



HINSDALE
RECONNAISSANCE
SURVEY

Village of
Hinsdale, Illinois

HISTORIC
CERTIFICATION
CONSULTANTS
1999

HINSDALE RECONNAISSANCE SURVEY:

An inventory of historic and architectural resources

Village of Hinsdale Historic Preservation Task Force
Norman Chimenti, Chairman

Members:

Kim Beard

Jean Follett

Lavina Gross

John P. Kayser

Cassius MacDiarmid

Craig R. Milkint

Jalai Mizani

Andree K. Shields

Prepared by:
HISTORIC CERTIFICATION CONSULTANTS
1105 W. Chicago Avenue, Suite 201
Chicago, Illinois 60622

1999

TABLE OF CONTENTS

INTRODUCTION	1
PRESERVATION ACTIVITIES IN HINSDALE	2
THE RECONNAISSANCE SURVEY	2
SURVEY METHODOLOGY	3
EVALUATION CRITERIA	4
HISTORY OF HINSDALE	7
ARCHITECTURE OF HINSDALE	9
CONCLUSION	11
BIBLIOGRAPHY	12
ENDNOTES	13

INVENTORY OF POTENTIAL HISTORIC DISTRICTS AND SITES

DOWNTOWN HISTORIC DISTRICT
NORTH HINSDALE HISTORIC DISTRICT
TOWN OF HINSDALE HISTORIC DISTRICT
ROBBINS PARK HISTORIC DISTRICT
STOUGH HISTORIC DISTRICT
SCATTERED SITES

INTRODUCTION

Hinsdale is a classic example of the upper middle-class railroad suburb that developed across the country from 1850 through 1880. Chicago, with a network of eleven separate railroad lines that entered the city from 1847 through 1861, had more than 100 railroad suburbs surrounding the city by 1873. Many of these suburbs were based on the picturesque English ideal of the country house set in a naturalistic, landscaped garden, and they became the model for the modern subdivision.¹ Hinsdale, founded by Williams Robbins in anticipation of the location of the Chicago, Burlington, and Quincy railroad's commuter line through the area in 1864, is one of these.

The original town of Hinsdale was first recorded by William Robbins in 1866. By 1873, when the village was incorporated, much of the community, on both the north and south sides of the rail line, was platted for housing development, and many residences had already been constructed. The village continued to develop with homes representing a wide range of architectural styles and vernacular types spanning over 130 years. Today, the architectural legacy is rich, with architecturally significant buildings, both grand and modest, spread throughout the entire village. Yet the popularity of the community, with its choice location, tree lined streets, and high quality housing, has created strong pressure to demolish existing properties and build much larger, more luxurious homes. No section of Hinsdale has been spared from redevelopment, so that there are oversized buildings squeezed among more modest homes in some areas, and new versions of traditional-style mansions amidst large historic homes in other areas. Which historic neighborhoods are most significant is difficult to define, and which historic properties are most threatened, is difficult to predict.

Because of these pressures, Historic Certification Consultants was retained to conduct a Reconnaissance survey of every structure within the corporate limits of the Village of Hinsdale. The objective of this survey has been to identify all architecturally significant and historically significant (to the extent known in available published resources) buildings in order to determine which individual buildings and which potential historic districts merit more detailed and intensive survey. With this information, the village will be able to take the steps necessary to preserve its most important historic resources. The survey team viewed 5654 buildings, evaluated them, and photographed all those rated architecturally significant. This information was then analyzed within the historic context of the village, and recommendations made to intensively study five potential historic districts and a list of potential individual landmark designations.

The firm was also directed to conduct a Demonstration Intensive Survey of one block bounded by Fourth, Fifth, Washington, and Lincoln Streets, containing 14 principal structures. That survey includes a data form on each principal structure with the following information: use, condition, integrity, architectural style, construction date,

architect or builder when known, architectural features, alterations, and a significance rating. There are also three photographs with the principal and two secondary elevations of each primary structure. The information in the Demonstration Survey is summarized separately from this report.

PRESERVATION ACTIVITIES IN HINSDALE

The Village Board has appointed a Preservation Task Force to oversee this project and to report to the Plan Commission on its findings. It is anticipated that this survey will assist the Plan Commission in determining whether a preservation ordinance is appropriate for Hinsdale, and what the scope of such an ordinance would cover. With a preservation ordinance, specific tools can be developed to protect the most important historic resources in the village.

The community has been well represented in surveys by others, including the Illinois Historic Sites Survey and Illinois Historic Landmarks Survey which noted 148 buildings of architectural merit, and the DuPage County Cultural and Historical Inventory which noted eleven buildings. There is one structure, 142 E. First Street, that has been listed on the National Register of Historic Places.

Although Hinsdale has had no direct municipal involvement in historic preservation in the past, there are two local organizations that have contributed to the knowledge of historic preservation in the community, the Hinsdale Historical Society and the Hinsdale Architectural Society. The Hinsdale Historical Society is a local membership organization that maintains a museum, archives, and research library at 15 S. Clay Street. The Hinsdale Architectural Society is also a membership organization dedicated to research and education of the architectural and cultural resources of Hinsdale. Each sponsors walking tours and other historical and architectural programs.

This survey and report are the first activities undertaken by the Village of Hinsdale itself to begin to identify and preserve its architectural heritage.

THE RECONNAISSANCE SURVEY

The purpose of a Reconnaissance survey is to inspect a community and to generally characterize its resources in order to organize and orient more detailed survey efforts. The survey also involves background research into the community's history and architecture which is used in interpreting the findings. For Hinsdale, every principal structure on every street in the village was viewed and evaluated by a team of field surveyors. A

complete computerized database by property address was created that includes the following information for each building: address, date of construction, architectural style, and significance rating. Photographs were taken of each building ranked significant by the survey team and these are assembled into binders. This report summarizes the findings of the survey and makes recommendations for further action.

SURVEY METHODOLOGY

Prior to beginning fieldwork, a database of the address of every property in Hinsdale was created. Entered into this database and located on a map were all historically or architecturally significant properties noted in previous surveys, research, tours, and brochures by the Illinois Historic Sites Survey (IHSS), Illinois Historic Landmarks Survey (IHLS), the National Register of Historic Places (NR), Illinois Department of Transportation (IDOT), DuPage County Cultural and Historical Inventory (DC), Hinsdale Historical Society (HHS), and the Hinsdale Architectural Society (AW). Some were also noted in a 1897 publication entitled *Hinsdale the Beautiful*. There were 357 properties identified as historic by these groups. Out of these, 332 were recognized during the survey process, and 19 had been demolished. The demolished historic properties by address are:

Address and date if known:

302 N. Adams Street, 1927

226 W. Birchwood Road, 1940

216 E. Chicago Avenue, 1921

219 E. Eighth Street

232 E. Eighth Street

620 S. Elm Street

737 S. Elm Street

30 E. Fifth Street, 1863

340 Forest Road, 1935

115 E. Fourth Street

605 S. Grant Street, 1904

320 E. Hickory Street, 1935

330 E. Hickory Street

40 E. Hinsdale Avenue, 1917

404 N. Lincoln Street, 1896

Recognized in:

List of Works by architect R. Harold Zook (Zook list) and Hinsdale Architectural Society's Architectural Gems Brochure (Gems)

Zook list; Gems

Gems

Illinois Historic Sites Survey (IHSS)

IHSS

IHSS, listed as 628 S. Elm Street

IHSS, listed as 741 S. Elm Street

Illinois Department of Transportation (IDOT)

Zook list; Gems

Hinsdale Architectural Society's Architectural Walks Brochure (AW)

Hinsdale Historical Society Research

Zook list; Gems

IHSS, listed as 328 E. Hickory Street

Hinsdale Historical Society's Downtown Walking Tour

Hinsdale Historical Society Research/Plaque (Plaque)

125 N. Park Avenue, 1892-93
116 W. Second Street, 1885
220 E. Seventh Street
936 Taft Road, 1953

Plaque; AW
Plaque; AW; Hinsdale the Beautiful
IHSS
Zook list; Gems

Using this database and map, plus a map of Hinsdale's earliest subdivisions provided by the Hinsdale Historical Society, surveyors recognized areas that were likely to contain a great concentration of historic resources.

A team of surveyors used a "reconnaissance" survey approach, and drove every street within the Village of Hinsdale, block by block, viewing and evaluating all 5,654 principal structures. The survey was publicized in the *Hinsdale Doings*, and surveyors handed out a letter to residents explaining the purpose of the survey and where to call with further questions. Based on the surveyors' observations, a complete database by property address has been created that includes the following information for buildings built prior to 1950: architectural style, and estimated construction date indicated with a "c.," and a significance rating. Architectural styles were determined using the following references: *A Field Guide to American Houses* for high-styles and *Built for Farming: A Guide to the Historic Rural Architecture of Kane County* and other booklets and survey manuals for vernacular types.² Further definition of vernacular types was arrived at in consultation with Ann Swallow of the Illinois Historic Preservation Agency. The surveyor made a judgment on the significance of each structure based on specific evaluation criteria listed below.

Significant rated buildings were photographed. Then in order to process the data collected in the field, they were plotted on a base map with lot lines, to determine concentrations of historic resources for further intensive study. Boundaries were established around these areas, and were reviewed for things such as numbers of significant, contributing, and potentially contributing buildings (all these are buildings that contribute to the historic character of an area) compared with non-contributing buildings (mostly buildings built after 1950 through the present); concentrations of architectural styles and periods; existing building uses; prominent structures within an area; and degree of integrity. From this map, districts were created and prioritized for later intensive surveys.

EVALUATION CRITERIA

All buildings in the survey area were evaluated for their local architectural significance. The possible rankings for local significance are significant (S), contributing (C), potentially contributing (PC) and non-contributing (NC). Integrity, that is the degree of original design and historic material remaining in place, was factored into the evaluation.

Even buildings with minor alterations were considered significant based on the nature of work/demolition occurring in Hinsdale. Buildings that might otherwise be considered contributing because of age and historic style, but that had been greatly altered, were ranked as potentially contributing. Significant buildings were further evaluated for their potential individual listing on the National Register (marked with a S/NR rating [Significant/National Register]). Buildings that are less than 50 years old, although not currently eligible for landmark designation, were given special consideration if they were architecturally distinctive. These buildings were given a NC/S rating (defined below).

Finally, there were some buildings that had been ranked significant by others such as the Illinois Historic Sites and Structures surveys, the Hinsdale Architectural Society or the Hinsdale Historical Society Downtown Tour or Plaque Program, but that had been so altered that the survey team could not rank them today as architecturally significant. These were given one of the above ratings by the survey team, and then also given an historic rating of HS, with the source listed under the heading, "Landmark list." An HHS indication in the Landmark list for a building that does not have an HS rating means that the Historical Society has historic information about the building but has made no judgment on its historic significance.

LOCAL SIGNIFICANCE RATINGS

A. SIGNIFICANT (S)

- *Age.* Must be at least 50 years old.
- *Architectural merit.* Must possess architectural distinction in one of the following when compared with other buildings of its type: architectural style; work of a master builder or architect; exceptional craftsmanship; architectural or structural innovation.
- *Integrity.* Must have a high degree of integrity: most architectural detailing in place; no historic materials or details covered up; generally no modern siding materials; no additions; minor porch alterations permitted.

B. CONTRIBUTING (C)

- *Age.* Must be at least 50 years old.
- *Architectural merit.* Does not necessarily possess individual distinction but is a historic structure with the characteristic design and details of its period.

- *Integrity.* May have a fair degree of integrity but is of a common design with no particular distinction to set it apart from others of its type.

C. POTENTIALLY CONTRIBUTING (PC)

- *Age.* Must be at least 50 years old.
- *Integrity.* May have sub-standard integrity, that is, they have been greatly altered. Should possess at least one of the following: original siding; original windows; interesting architectural detail; readily recognizable and distinctive historic massing. Even if some features are determined to have been significantly altered, there should be some historic characteristics or features remaining that make the building potentially contributing. Alterations should generally be reversible (for example, siding can be removed, or architectural detail restored based on remaining physical evidence).

D. NON-CONTRIBUTING (NC)

- *Age.* Any building less than 50 years old (those from 1950 forward).
- *Integrity.* Any building at least 50 years old whose integrity is so poor that all historic materials and details are missing or completely covered up and its historic massing and/or roofline cannot be discerned; old buildings with unsympathetic alterations that severely compromise their historic character. Poor integrity was measured if all these factors were missing: original siding; original windows, especially if window openings were also changed; original architectural detail and trim.

NATIONAL REGISTER RATINGS

A. ELIGIBLE FOR INDIVIDUAL LISTING (S/NR)

- *Must meet one of the following criteria:* (a) be associated with events that have made a significant contribution to the broad patterns of our history; (b) be associated with the lives of persons significant in our past; (c) embody the distinctive characteristics of an architectural style, period, or method of construction, or represent the work of a master, or possess high artistic values, or represent a significant and distinguishable entity whose components may lack individual distinction.

B. NON-CONTRIBUTING/SIGNIFICANT (NC/S)

- *Age.* Any building less than 50 years old (those from 1950 forward)
- *Architectural merit.* Despite its underage, it possesses architectural distinction in one of the following when compared with other buildings of its type: architectural style; work of a master builder or architect; exceptional craftsmanship; architectural or structural innovation.

HISTORIC RATING

HISTORICALLY SIGNIFICANT (HS)

- Noted in the past as architecturally or historically significant by one of the following: Illinois Historic Sites Survey, Illinois Historic Landmarks Survey, the National Register of Historic Places, Illinois Department of Transportation, DuPage County Cultural and Historical Inventory, Hinsdale Historical Society, and the Hinsdale Architectural Society. Some were also noted in a 1897 publication entitled *Hinsdale the Beautiful*.

HISTORY OF HINSDALE

The Village of Hinsdale was founded by William Robbins as a sylvan country retreat for those influential business and professional men who could afford to shield their families from the crowded city while still commuting to Chicago daily to conduct their business affairs. Its "romantic, rolling, billowing land" was widely promoted to introduce "suburban home seekers to the superior advantages, improvements, comforts and pleasures that are afforded by this peerless suburb". By 1897, when the promotional publication, *Hinsdale the Beautiful* was printed, nearly 3000 people called Hinsdale their home.

It was William Robbins' vision that created the upper class retreat in the southeast part of Hinsdale. In 1862 he bought 640 acres of land from a Robert Jones and laid out the original town, (1866) lying south of Chicago Avenue to Sixth Street, between Grant Street and Garfield Street. He gave the right of way along the northern boundary of his land to the Chicago Burlington and Quincy railroad and persuaded them to bring their line through what was to become the center of Hinsdale. This original plat contained the site of the train depot, the central business district, and several blocks for residences. It was his later two additions, Robbins' First Addition (1866) and Park Addition (1871), lying between Chicago Avenue and Seventh Street, and Garfield Street and County Line

Road, that were, however, the most spacious home sites to be platted in Hinsdale. Not only did these subdivisions provide much larger lots with the ability for generous setbacks, those in Robbins Park also established the picturesque curving streets, which had been pioneered in Riverside a few years earlier by Frederick Law Olmstead. The homes in these two subdivisions were built over many years, as were all areas of Hinsdale, so that 19th century Italianate and Queen Anne houses can be found beside 20th century Colonial and Tudor Revival houses. At some time, probably about 1875, a group of families in this area built their own railroad station for the CB&Q at 441 Chicago Road, to have a train stop closer to their homes.⁴

The other preeminent developer of early Hinsdale was O. J. Stough, who purchased 80 acres of the Marvin Fox farm in 1866 and established his First Addition in 1868 in north Hinsdale between Hickory Street and Chicago Avenue, Madison Street and Garfield Street. Laid out in a traditional grid, these lots were comparable in size to those in Robbins' original town plat and contained the same mix of large and small homes, in architectural high styles as well as vernacular types. But it was Stough's Second Addition, in the western part of Hinsdale, that gave the community some of its more modest housing. Stough built houses systematically, renting them when necessary, and paying for them as they were built. By 1871 he owned 1200 acres and was responsible for the development of large areas on the west side.

Both Mssrs. Stough and Robbins planted hundreds of trees throughout the community, some even before the roads were paved, to establish the garden like quality of the village that they sought. By 1873 the Village of Hinsdale was incorporated and well established on its pattern of growth.

The business district developed intensively from the 1880s. Local merchants built storefronts in the architectural styles of the time (Italianate, Queen Anne, Romanesque), many of which survive to this day. The original train station, which had been located on Washington north of the tracks, was replaced in 1898 by the existing Brush Hill station. The 1920s also saw a period of commercial growth, in which some older stores were remodeled, and new ones were built, notably the Hinsdale Theater and the Hinsdale State Bank (101 S. Washington). It was a time of municipal growth as well, with the construction of the Hinsdale Memorial Building and the Hinsdale Water Plant.

Individual empty lots all across town eventually were built on, even through the 1950s and 1960s. Because of this, the community exhibits a tradition of neighborhoods with housing from many time periods and in a variety of styles. The recent explosive redevelopment of the 1990s could be seen as a continuation of this historic pattern. The difference, is however, that there are no vacant parcels remaining in the Village on which to develop new homes. So architecturally significant historic homes have frequently been demolished to make way for new construction. Historic neighborhoods can absorb some

new homes and still retain their historic character. At what point, that historic character is lost to new construction is something the village must wrestle with and make hard decisions regarding.

ARCHITECTURE OF HINSDALE

The architectural fabric of Hinsdale is extremely rich and varied for a single community. There is a wealth of architecturally significant buildings, both grand, high style structures, and well-preserved examples of vernacular types. Some of the most common, modest historic structures in Hinsdale, if found in many other older Chicago suburban communities, would be among their best.

There are many older, significant structures throughout all parts of Hinsdale. These significant structures are not just the large, architect designed homes of Robbins Park, but include also some well-preserved, modest, vernacular types in Stough Park. High style buildings are those that can be placed in well-defined categories based on their distinctive overall massing, floor plan, and architectural detailing. These may be individually designed by an architect or builder for a specific client at a chosen site, or they may be consciously based on available standard architectural plans and mass produced ornament and trim, obtained by a builder or owner. Vernacular types are those usually built by an owner or builder without the benefit of an architect or professionally prepared plans, and are most easily classified by their overall shape, roof style, and floor plan. Unfortunately, no area of Hinsdale has been spared from the recent demolition of historic structures and their replacement by new construction. Some of this new construction is compatible with its surrounding context, while some of it is out of scale and quite intrusive. This is an important time for Hinsdale to assess its historic resources, initiate preservation strategies for those significant structures and districts, and steer new development to appropriate sites.

This report has recommended that five areas be targeted for further intensive survey and potential designation as historic districts. It was difficult to draw potential historic district boundaries because of the demolition of historic structures and new construction that has taken place throughout Hinsdale's historic neighborhoods. However, there are still areas that contain a sufficient concentration of historic structures, both significant and contributing, to convey the overall character of Hinsdale's historic development. Of the 5654 buildings in Hinsdale, this survey identified 549 significant historic structures throughout the community, of which 365 are within potential historic districts and 184 are on scattered sites outside any potential district boundary. The boundaries of the historic districts were drawn to include blocks with over half of the structures rated as either significant or contributing. Of the significant buildings on scattered sites, some of them might be designated as local individual landmarks. Probably not all can be

protected in this way, however. There are also 66 non-contributing/significant structures throughout the village. These are buildings generally from the 1950s, that do not yet meet the 50 year old benchmark for a historic building, but nonetheless display architectural distinction that may make them landmark buildings in the future. Of the remaining buildings throughout the village, 926 are ranked contributing, 377 are ranked potentially contributing, and 3736 are ranked non-contributing to a historic district.

The potential historic districts are discussed in the inventory section, in the priority order in which they should be intensively surveyed.

CONCLUSION

The number and quality of architecturally significant historic homes and commercial structures in Hinsdale is overwhelming. The community has architectural riches found in only a select number of other Chicago suburbs. But the magnitude and scale of new construction, and the fact that it can be found on so many blocks throughout the village, greatly threatens that historic character. It would be ideal if there were a few distinct areas with a solid concentration of exceptional historic homes and no intrusive new construction in between. Such an area would be an easy historic district to designate. But such an area does not exist. What does exist are several large areas with some exceptional structures scattered about, a majority of supportive, or what we call contributing structures, and an unfortunate number of non-contributing structures. Some people might say it is already too late to preserve an unaltered historic neighborhood. However, to choose not to preserve the important historic structures remaining throughout the community would be to further the loss. Other communities have chosen preservation of areas with a mixture of historic structures and new construction. Their guiding vision has been that the area display a majority of historic structures and a predominant historic character. We believe the potential historic districts chosen in this survey do that. The boundaries delineated in these districts have been drawn to contain the largest number of architecturally significant buildings within an overall context of contributing historic structures. Further architectural and historical analysis may justify an expansion or contraction of these boundaries. Public policy debate will also most certainly contribute to the discussion. The primary purpose of this survey and report has been to identify and inform the village of the resources it has. Future action to protect and preserve these resources is in the hands of the community.

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ENDNOTES

1. Ames, David L. *Context and Guidelines for Evaluating America's Historic Suburbs for the National Register of Historic Places*. Draft, September 14, 1998. p. 6-7.

2. These vernacular type sources are listed in the bibliography.

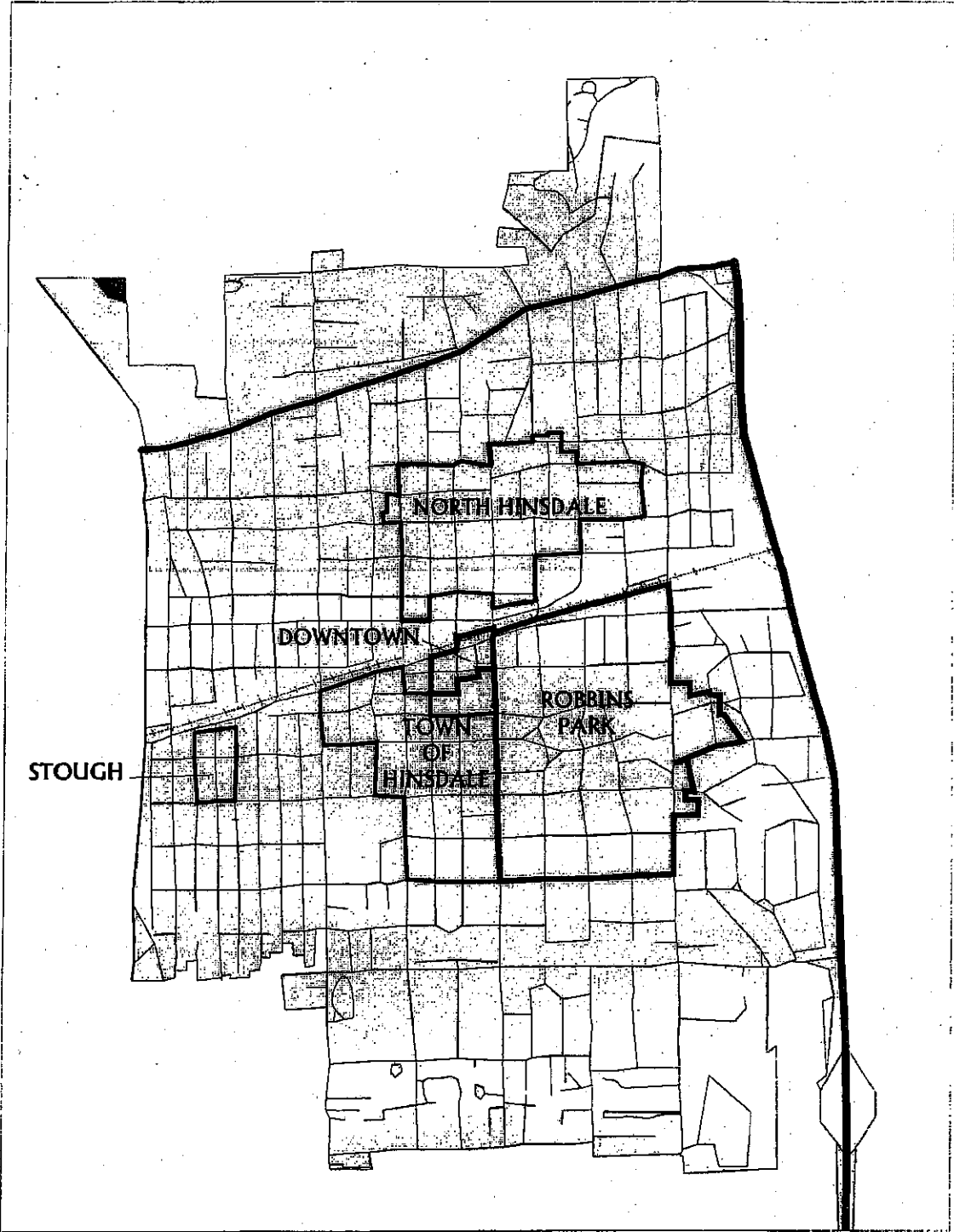
3. *Hinsdale and the World*, p.6.

4. *Hinsdale and the World*, p. 209.

**INVENTORY OF
POTENTIAL HISTORIC DISTRICTS AND SITES**

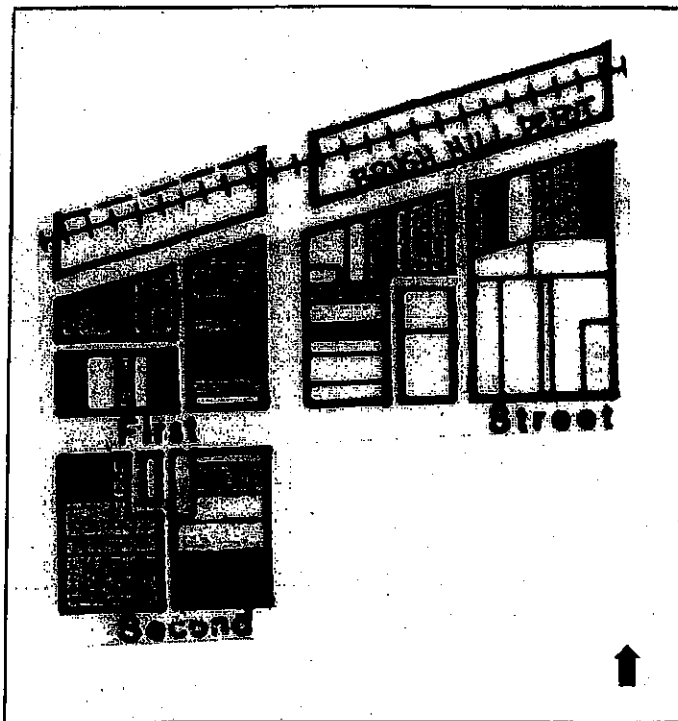
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HISTORIC CERTIFICATION CONSULTANTS, 1999**

BOUNDARIES OF POTENTIAL HISTORIC DISTRICTS






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DOWNTOWN HISTORIC DISTRICT



Base map, Courtesy of the Village of Hinsdale

-  Locally Significant (S) Buildings
-  Contributing (C) and Potentially Contributing (PC) Buildings
-  Non-contributing (NC) Buildings

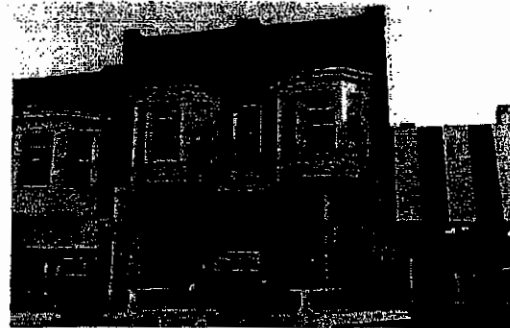
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DOWNTOWN HISTORIC DISTRICT

The downtown commercial center of Hinsdale is a compact, pedestrian-oriented area, centered on the Brush Hill Train Station and South Washington Street. It contains three full blocks of densely built, late 19th- and early 20th century storefront commercial buildings. The buildings are filled with local convenience and specialty shops, some offices, and casual restaurants. The area is thriving and acts as a community center for many village residents. The downtown has a physical character and economic vitality that were commonplace in suburban train station-centered downtowns throughout the 1960s. Today, however, most of these once prosperous suburban downtowns have been decimated by competition from outlying strip malls, with much of the historic building stock demolished. Hinsdale is one of the fortunate few suburbs to have such a vibrant downtown. The main streets of Washington, Hinsdale, and First, are solid street walls with no vacant parcels in between. Any newer, non-contributing buildings have been constructed within the existing urban design context so that the original character of a traditional suburban downtown remains intact.



47 South Washington Street

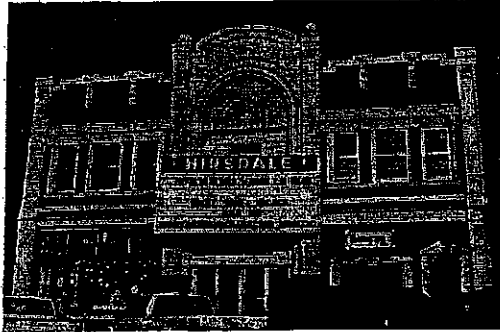


39 South Washington Street

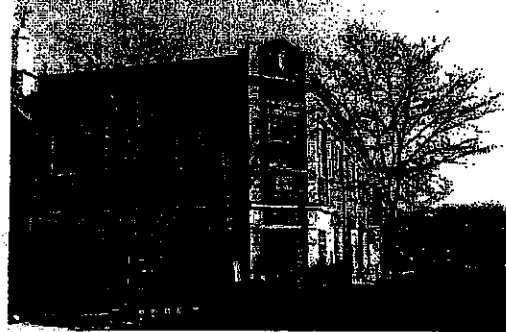
There are 66 primary structures within the proposed district bounded by the railroad tracks on the north, Garfield on the east, Lincoln on the west, and approximately Second Street on the south. This boundary incorporates the entire compact, built-up area of the downtown. Of the primary structures in this district, 52 or 79% have been ranked either significant (24) or contributing (28), with only 14 structures non-contributing to the district. The buildings range in age over a hundred year period, dating from 1881 through the present. The greatest number, 40 buildings, were built between 1900 and 1950. 15 buildings were built before 1900. The oldest building is the Italianate storefront housing Philip's Flowers at 47 S. Washington Street.

Architectural styles include the variety found in the residential areas of the community. Of the significant buildings in the district, the following styles are represented: Italianate

(1), Queen Anne (5), Classical Revival (5), Colonial Revival (4), Renaissance Revival (3), Tudor Revival (1), Modern (1), and the vernacular storefront commercial (1).



27-31 East First Street



53 South Washington Street

There are four properties that may be eligible for individual listing on the National Register of Historic Places: the 1925 Renaissance Revival Hinsdale Theater at 27-31 E. First Street designed by William G. Barfield; the c. 1935 Colonial Revival, Village Gas station at 50 S. Garfield Street, designed by R. Harold Zook; the 1898 Brush Hill Train Station at 21 E. Hinsdale Avenue; and the 1927 Classical Revival, former Hinsdale State Bank, now Gap store at 101 S. Washington Street also designed by William G. Barfield.

DOWNTOWN HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
8 E First ST	1945	Classical Revival / Retail	S	HS	Schweidler & Mewherter Building	Schweidler & Mewherter	Zook list; Arch Gems; Downtown Tour	Zook, R. Harold
9 E First ST	c. 1900	Storefront Commercial / Colonial Revival	C			Littlest Offspring		
10-12 E First ST	c. 1925	Storefront Commercial	C			Loaves & Fishes/Campus Colors		
11-21 E First ST	1925	Classical Revival / Retail	S	HS		William Michael	Downtown Tour	
14-16 E First ST	c. 1925	Storefront Commercial	C			Oriffin's/Christian Science Reading Room		
18-20 E First ST	c. 1925	Storefront Commercial	NC			James Joseph Salon		
25 E First ST	1935	Colonial Revival / Retail	S	HS	Police and Fire Station	Hinsdale Bank & Trust	IHSS; Downtown Tour	
27-31 E First ST	1925	Renaissance Revival / Theater	S/NR	HS	Hinsdale Theater	Hinsdale Cinema	IHSS; Downtown Tour	Barfield, William Gibson
33 E First ST	1951	Modern / Commercial	NC/S			Hinsdale Furriers		
35 E First ST	1929	Renaissance Revival / Retail	S			Soukop True Value		
7-9 W First ST	1950s	Retail	NC			The March Here		
8-10 W First ST	c. 1890	Gable Front / Retail	C			Abigail Rose		
13-15 W First ST	c. 1920	Renaissance Revival / Retail	S		Bucchoz Block			
14 W First ST	c. 1925	Classical Revival / Retail	S			Worline Studio		Zook, R. Harold
17 W First ST	1887	Gable Front / Retail	C	HS		Hinsdale Flower Shop	Downtown Tour	
18 W First ST	1894	Gable Front / Retail	C	HS	Hinsdale Laundry Building	Eyeland of St. Johns	Downtown Tour	

DOWNTOWN HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
19 W First ST	1887	Gable Front / Queen Anne / Retail	S	HS		Hinsdale Flower Shop	Downtown Tour	
22 W First ST	c. 1935	Georgian Revival / Retail	C			Adam and Myers Realtors		
26 W First ST	1970s	Retail	NC			Hinsdale Fruit Store		
50 S Garfield ST	1930	Colonial Revival / Gas station	S/NR		Brewer Brothers Filling Station	Village Gas		Zook, R. Harold
8 E Hinsdale AV	1910	Classical Revival / Retail	S	HS	Hinsdale Trust and Savings Bank	Coldwell Banker	Downtown Tour	
10 E Hinsdale AV	1920	Storefront Commercial	C		Dieke Building	Long Grove Confectionary		
12 E Hinsdale AV	c. 1920	Retail	NC			First Chicago Bank		
14 E Hinsdale AV	c. 1930	Art Deco / Retail	C			Baskin Robbins		
16 E Hinsdale AV	1890	Gable Front / Flemish / Retail	C	HS		Austin Patrick	Downtown Tour	
18 E Hinsdale AV	1907	Storefront Commercial	C			Vacant		
21 E Hinsdale AV	1898	Railroad Station	S/NR	HS	Brush Hill Train Station	Brush Hill Train Station	IHSS; Downtown Tour	
24 E Hinsdale AV	1909	Storefront Commercial	C		Mohr Building	Hinsdale News Agency		
28 E Hinsdale AV	1928	Classical Revival / Retail	S	HS	Cineff's Home Restaurant Building	Robin's Egg Blue/Gebauer Tile and Marble	Downtown Tour	
32-34 E Hinsdale AV	c. 1910	Storefront Commercial	C			James Sherman Salon/Nick's Silver Shears		
36 E Hinsdale AV	c. 1930	Storefront Commercial	C			C. Foster Toys		
40 E Hinsdale AV	1998	Retail	NC			Corner Bakery		
8-10 W Hinsdale AV	c. 1935	Colonial Revival / Retail	C					
14-16 W Hinsdale AV	1927	Storefront Commercial	C			Porterfield Hearthstone Realtors		Zook, R. Harold

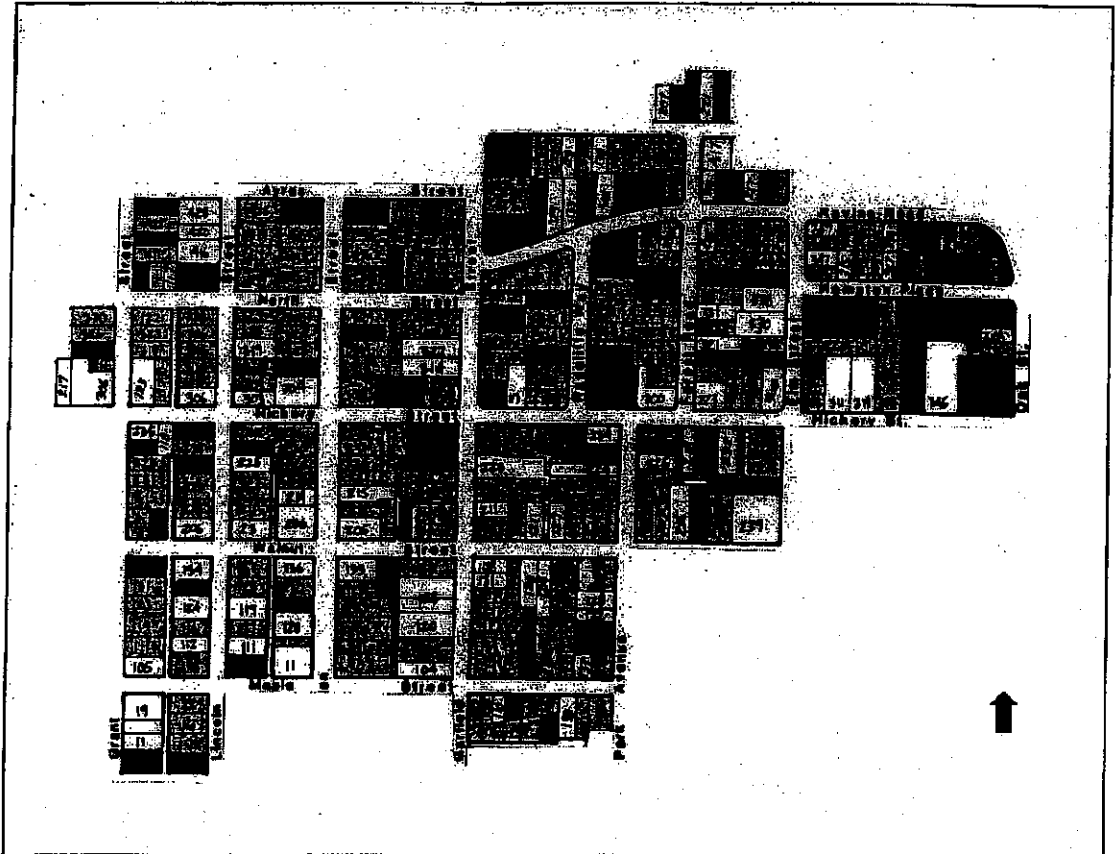
DOWNTOWN HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
18 W Hinsdale AV	c. 1945	Storefront Commercial	C			Hinsdale Shoe Service		
20 W Hinsdale AV	c. 1885	Storefront Commercial	NC			The Velvet Touch		
24 W Hinsdale AV	c. 1920	Storefront Commercial	C			Hartley's Cycle Shoppe		
26-26.5 E Hinsdale AV	1950s	Retail	NC			Village Hairitage/Page's Restaurant		
28 W Hinsdale AV	c. 1920	Storefront Commercial	C			Baird and Warner		
53 S Lincoln ST	c. 1935	Colonial Revival / Bank	NC			Harris Bank		
111 S Lincoln ST	c. 1945	Modern / Office	C					
117 S Lincoln ST	c. 1935	Colonial Revival	C					
33-37 S Washington ST	1900	Queen Anne / Free Classic / Retail	S	HS		Barth's	Downtown Tour	
34 S Washington ST	1891	Storefront Commercial	C		Fox Building	Roudebush Realtors		
39 S Washington ST	c. 1890	Queen Anne / Retail	S			The Players Club House		
40 S Washington ST	1894	Storefront Commercial	C	HS	Everden's Drug Store	Caro's Hallmark Cards	Downtown Tour	
41 S Washington ST	c. 1910	Storefront Commercial	C			King-Keyser		
42 S Washington ST	1894	Storefront Commercial	C			Eccentrique		
43 S Washington ST	1901	Storefront Commercial	S	HS		Jade Dragon	Downtown Tour	
44 S Washington ST	1909	Storefront Commercial	NC		Olson's Dry Goods	Gap Kids		
45 S Washington ST	1994	Retail	NC			Starbucks Coffee		
46 S Washington ST	1914	Storefront Commercial	C			Browning and Sons Jewelers		
47 S Washington ST	1881	Italianate / Retail	S	HS		Philip's Flowers	Downtown Tour	
48 S Washington ST	1914/1982	Retail	NC			Schoen's		




DOWNTOWN HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
49-51 S Washington ST	1928	Colonial Revival / Retail	S		Oswald Building	The Atrium		Zook, R. Harold (1928 remodeling)
50 S Washington ST	1980s	Retail	NC			Carousel Shoes		
52 S Washington ST	1898	Storefront Commercial	C	HS	Karlson's Building	Village Bootery	Downtown Tour	
53 S Washington ST	1927	Classical Revival / Retail	S	HS		Fleming and Simpson Antiques	Downtown Tour	
54 S Washington ST	1892	Queen Anne	S	HS		Einstein Bagels	Downtown Tour	
101 S Washington ST	1927	Classical Revival / Retail	S/NR	HS	Hinsdale State Bank	Gap	IHSS; Downtown Tour	Barfield, William Gibson
102 S Washington ST	1888	Queen Anne / Retail	S		Papenhausen Building	Finnie McClure		
104-106 S Washington ST	c. 1915	Storefront Commercial	C			Betty Schwartz's Intimate Boutique		
108-110 S Washington ST	1925	Colonial Revival	S			County Line Properties		
112-114 S Washington ST	1929	Tudor Revival / Retail	S	HS		Tommy R.'s Italia	Downtown Tour	
116-118 S Washington ST	c. 1900	Storefront Commercial	NC			Paine Webber		
120 S Washington ST	1970s	Retail	NC			My Favorite Things		

NORTH HINSDALE HISTORIC DISTRICT



Base Map, Courtesy of the Village of Hinsdale

-  Locally Significant (S) Buildings
-  Contributing (C) and Potentially Contributing (PC) Buildings
-  Non-contributing (NC) Buildings

HINSDALE RECONNAISSANCE SURVEY
HISTORIC CERTIFICATION CONSULTANTS, 1999

NORTH HINSDALE HISTORIC DISTRICT

The North Hinsdale District encompasses parts of four subdivisions and contains residences spanning a 130 year construction period. Three early subdivisions, Stough's First Addition of 1868, Alfred Walker's First Addition also of 1868, and Ayres' Addition of 1869, have the earliest houses. The other part of the district, on Ravine Road and The Lane, is part of Walker's Second Subdivision (1923) and has many more houses dating from the early 20th century. Distributed throughout the area can be found housing from all time periods, indicating that the area did not develop one section at a time. In fact, even though the 1874 *Atlas and History of DuPage County, Illinois* (p. 46-47) shows the subdivisions listed above, many blocks are shown with large lots that were further subdivided at a later date.

This district combines several areas with slightly differing character because it is difficult to define any distinct sub-areas. The area as a whole displays a wealth of historic resources from many periods of Hinsdale's early development. It appears to be one of the most threatened in the village because there are so many small structures. Yet it still contains some blocks with the fewest non-contributing buildings. Intensive study of this district can still preserve its essential historic character.



319 North Lincoln Street



206 North Washington Street

There are 380 principal structures within the area irregularly bounded by Grant Street on the west, Ayres Street, North Street and The Lane on the north, Elm Street, Park Avenue, and Oak Street on the east, and Maple Street and Chicago Avenue on the south. 279 or 73% have been ranked either significant (83), contributing (122), or potentially contributing (74) to a historic district, with 101 structures non-contributing to the district. The buildings range in age over a 130 time period with the earliest being the 1867 Italianate O. J. Stough House at 306 N. Grant Street. There are 70 buildings built before 1900 with several from the 1860s. The largest number of buildings (206) were constructed between 1900 and 1950.

HINSDALE RECONNAISSANCE SURVEY
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420 North Lincoln Street



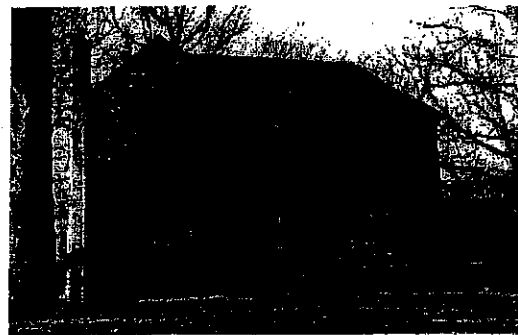
105 North Grant Street

Architectural styles are varied, with the greatest number found in the following styles: Colonial Revival (71), Tudor Revival (29), Craftsman and Craftsman Bungalow (38), and the popular vernacular type, the American Foursquare (13). Most other common styles in Hinsdale are also represented, including Italianate, Queen Anne, Shingle style, Dutch Colonial Revival, Second Empire, French Eclectic, and Prairie, as well as vernacular types such as Gable Front houses, L-Form houses, Gabled Ells, Bungalows, and Ranches.

There are four properties that may be eligible for individual listing on the National Register of Historic Places: the 1938 Modern/Tudor Revival, H. A. Golumbeck house at 300 Forest Road by R. Harold Zook; the 1912 Prairie style, Gordon Abbott House at 105 N. Grant Street by William Drummond; the 1894 Chateaufesque, William Day Gates House at 134 N. Lincoln Street by Jenney & Mundie; and the 1890 Queen Anne, Herman Fox House at 206 N. Washington Street.



300 Forest Road



330 North Elm Street

NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
20 E Ayres ST	c. 1925	Dutch Colonial Revival	C				
24 E Ayres ST	c. 1925	Dutch Colonial Revival	PC				
30 E Ayres ST	1970s		NC				
6 W Ayres ST	1990s		NC				
120 W Ayres ST	1990s		NC				
109 W Chicago AV	1990s	Gas Station	NC				
111 W Chicago AV	1990s	Apartments	NC				
222 N Elm ST	1950s		NC				
224 N Elm ST	1894	Queen Anne	PC	HS	Kimbell House		
234 N Elm ST	c. 1915	Craftsman Bungalow	PC				
308 N Elm ST	c. 1925	Colonial Revival	S				
312 N Elm ST		No Style	NC				
315 N Elm ST	c. 1940	Colonial Revival	NC				
322 N Elm ST	c. 1910	Craftsman	C				
325 N Elm ST	1990s		NC				
330 N Elm ST	1938	French Eclectic	S	HS	Macca Residence		
333 N Elm ST	1990s		NC				
338 N Elm ST	1930	Craftsman	S	HS			
344 N Elm ST	1960s		NC				
345 N Elm ST	c. 1935	Colonial Revival	C				
347 N Elm ST	1935	Tudor Revival	S	HS	Fischer, Arthur M. House		Zook, R. Harold
348 N Elm ST	c. 1925	Colonial Revival	C				
353 N Elm ST	c. 1935	Tudor Revival Cottage	C				
357 N Elm ST	c. 1935	Tudor Revival	S	HS			

NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
300 Forest RD	1938	Modern / Tudor Revival	S/NR	HS	Golumbeck, H. A. House		Zook, R. Harold
311 Forest RD	c. 1935	Colonial Revival	C				
312 Forest RD	c. 1935	Colonial Revival	C				
315 Forest RD	1970s		NC				
318 Forest RD	c. 1940	French Eclectic	C				
321 Forest RD	c. 1925	Dutch Colonial Revival	S				
326 Forest RD	c. 1935	Dutch Colonial Revival	C				
327 Forest RD	c. 1940	Colonial Revival Cottage	C				
331 Forest RD	c. 1940	Colonial Revival	S				
336 Forest RD	c. 1935	Colonial Revival	C				
337 Forest RD	c. 1940	Colonial Revival	C				
340 Forest RD	1990s		NC				
344 Forest RD	c. 1935	Colonial Revival	NC				
345 Forest RD	1960s		NC				
350 Forest RD	c. 1940	Colonial Revival	C				
351 Forest RD	c. 1925	Four over Four	C				
354 Forest RD	c. 1935	Tudor Revival / Mediterranean Revival	S				
417 Forest RD	c. 1925	Craftsman	S				
104 N Garfield ST	c. 1900	Queen Anne / Free Classic	S				
108 N Garfield ST		No Style	PC				
112 N Garfield ST	c. 1910	American Foursquare	C				
117 N Garfield ST	c. 1895	Shingle	PC	HS			
120 N Garfield ST	1883	Queen Anne	S	HS	Johnston House		

NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
121 N Garfield ST	c. 1925	Craftsman	C				
127 N Garfield ST	c. 1925	Craftsman	PC				
128 N Garfield ST	c. 1895	Queen Anne	S				
131 N Garfield ST	c. 1925	Colonial Revival	S				
138 N Garfield ST	c. 1915	Craftsman	PC				
211 N Garfield ST	c. 1920	Bungalow	S				
215 N Garfield ST	c. 1905	Bungalow	PC				
216 N Garfield ST	c. 1935	Colonial Revival	C				
222 N Garfield ST	c. 1945	Minimal Traditional	PC				
223 N Garfield ST	c. 1895	Queen Anne	S				
224 N Garfield ST	1960s	No Style	NC				
233 N Garfield ST	1872	Italianate / Craftsman	PC		Walker House		
306 N Garfield ST	c. 1890	Queen Anne	C				
309 N Garfield ST	1960s	Ranch	NC				
311 N Garfield ST	c. 1940	Colonial Revival	C				
314 N Garfield ST	1869	Second Empire Cottage	S		Johnston House		
317 N Garfield ST	c. 1940	Colonial Revival	C				
321 N Garfield ST	c. 1935	Colonial Revival	C				
322 N Garfield ST	1869	L-Form	S	HS			
325 N Garfield ST	1950s		NC				
326 N Garfield ST	c. 1910	Craftsman Bungalow	C				
330 N Garfield ST	c. 1895	Queen Anne	C				
331 N Garfield ST	1950s		NC				
335 N Garfield ST	c. 1945	Minimal Traditional	C				

NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
404 N Garfield ST	c. 1915	Craftsman Bungalow	PC				
408 N Garfield ST	c. 1900	Bungalow	PC				
414 N Garfield ST	c. 1920	Colonial Revival / Craftsman	C				
418 N Garfield ST	c. 1915	Craftsman	PC				
423 N Garfield ST	1950s		NC				
424 N Garfield ST	c. 1900	No Style	PC				
429 N Garfield ST	c. 1935	Craftsman	C				
435 N Garfield ST	c. 1935	Colonial Revival	C				
439 N Garfield ST	1960s	Ranch	NC				
3 N Grant ST			NC				
7 N Grant ST	1990s		NC				
11 N Grant ST	c. 1870	Italianate	S				
19 N Grant ST	c. 1890	Shingle	S	HS			
105 N Grant ST	1912 or 1915	Prairie	S/NR	HS	Abbott, Gordon House		Drummond, William
111 N Grant ST	c. 1915	Prairie	C	HS			
119 N Grant ST	1873	Gable Front	C	HS	Stough House		
123 N Grant ST	1907	Classical Revival	C	HS			
131 N Grant ST	c. 1945	Minimal Traditional	C				
215 N Grant ST	c. 1940	Colonial Revival	PC				
221 N Grant ST	c. 1940	No Style	PC				
225 N Grant ST	c. 1885	Gable Front	PC				
231 N Grant ST	1990s		NC				
235 N Grant ST	1905	American Foursquare	S				

NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
306 N Grant ST	1867	Italianate	S	HS	Stough, O. J. House		
316 N Grant ST	1897	Queen Anne	C	HS			
319 N Grant ST	c. 1900	Colonial Revival	PC				
320 N Grant ST	1990s		NC				
323 N Grant ST		Colonial Revival	PC				
326 N Grant ST	c. 1920	Dutch Colonial Revival	C				
330 N Grant ST	c. 1910	Craftsman	C				
411 N Grant ST	c. 1925	Colonial Revival	PC				
417 N Grant ST	c. 1925	No Style	NC				
421 N Grant ST	c. 1920	Craftsman	C				
315 Hampton PL	c. 1935	Colonial Revival Cottage	S				
319 Hampton PL	c. 1935	Colonial Revival Cottage	C				
320 Hampton PL	1970s		NC				
323 Hampton PL	c. 1935	Colonial Revival	C				
327 Hampton PL	c. 1935	Tudor Revival Cottage	S				
328 Hampton PL	1927	Tudor Revival	C				
333 Hampton PL	1970s		NC				
334 Hampton PL	1950s		NC				
337 Hampton PL	c. 1935	Tudor Revival	C				
340 Hampton PL	1990s		NC				
341 Hampton PL	1990s		NC				
344 Hampton PL	1950s		NC				
347 Hampton PL	1990s		NC				
350 Hampton PL	1990s		NC				

NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
351 Hampton PL			NC				
357 Hampton PL	1950s		NC				
358 Hampton PL	1990s		NC				
361 Hampton PL	c. 1945	Minimal Traditional	C				
364 Hampton PL	1990s		NC				
13 E Hickory ST	1950s	Ranch	NC				
18 E Hickory ST	c. 1925	Colonial Revival	C				
23 E Hickory ST	1970s		NC				
26 E Hickory ST	1990s		NC				
36 E Hickory ST	1960s		NC				
112 E Hickory ST	c. 1940	Colonial Revival	C				
113 E Hickory ST	c. 1925	Craftsman	S				
118 E Hickory ST	c. 1940	Colonial Revival	PC				
122 E Hickory ST	c. 1920	Dutch Colonial Revival	C				
123 E Hickory ST	c. 1935	Colonial Revival	C				
126 E Hickory ST	c. 1910	Colonial Revival	PC				
134 E Hickory ST	1990s		NC				
201 E Hickory ST	1980s		NC				
218 E Hickory ST	c. 1900	Queen Anne	S				
222 E Hickory ST	1990s	Prairie	NC				
223 E Hickory ST	c. 1923	Craftsman	S	HS			Kennedy, B.B.
231 E Hickory ST	c. 1935	Colonial Revival	PC				
232 E Hickory ST	c. 1910	Prairie	S				
237 E Hickory ST	c. 1935	Colonial Revival	C				

NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
303 E Hickory ST	1881	L-Form	PC	HS			
311 E Hickory ST	1910	Craftsman Bungalow	S				
319 E Hickory ST	c. 1915	Craftsman	S				
329 E Hickory ST	c. 1915	Craftsman	C				
335 E Hickory ST	1990s		NC				
345 E Hickory ST	1915	Craftsman	S				
347 E Hickory ST	1970s		NC				
411 E Hickory ST			NC				
20 W Hickory ST	c. 1935	Colonial Revival	PC				
106 W Hickory ST	1990s		NC				
118 W Hickory ST	1888	Stick	S	HS	Humphrey House		
123 W Hickory ST	1883	Shingle	S	HS			
217 W Hickory ST	c. 1875	Gabled Ell	S				
108 N Lincoln ST	c. 1905	American Foursquare	PC				
22 N Lincoln ST	c. 1870	Gable Front	C				
111 N Lincoln ST	1894	Shingle	S				
112 N Lincoln ST	c. 1915	Prairie	S				
116 N Lincoln ST	c. 1900	Gable Front with Bay	PC				
117 N Lincoln ST	c. 1935	Tudor Revival	C				
119 N Lincoln ST	c. 1870	Italianate	S	HS			
124 N Lincoln ST	c. 1915	Prairie	S	HS			
125 N Lincoln ST	c. 1935	Cape Cod	C				
128 N Lincoln ST	1980s		NC				
134 N Lincoln ST	1894	Chateausque	S/NR	HS	Gates, William Day House		Jenney & Mundie

NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architctural style/type	Rating	Historic rating	Historic name	Common name	Architect
137 N Lincoln ST	1868	No Style	PC	HS	Bush House		
206 N Lincoln ST	1884	Queen Anne	S	HS	Stough/Gano House		
211 N Lincoln ST	c. 1925	Colonial Revival	PC				
212 N Lincoln ST	1886	Queen Anne	C	HS			
215 N Lincoln ST		No Style	PC				
219 N Lincoln ST	c. 1915	Craftsman Bungalow	C				
220 N Lincoln ST	c. 1925	Colonial Revival	C				
225 N Lincoln ST	1872	L-Form	S	HS	Stough/Peale House		
226 N Lincoln ST	1990s		NC				
231 N Lincoln ST	1990s		NC				
232 N Lincoln ST	c. 1875	Gabled Ell	PC				
303 N Lincoln ST	1885	Queen Anne	S	HS			
306 N Lincoln ST	c. 1910	American Foursquare	S				
309 N Lincoln ST	1885	Colonial Revival	PC	HS			
310 N Lincoln ST	1911	American Foursquare	PC				
314 N Lincoln ST	1881	Tudor Revival Cottage	PC	HS			
315 N Lincoln ST	c. 1910		PC				
318 N Lincoln ST	c. 1935	Colonial Revival	C				
319 N Lincoln ST	1877	Italianate	S	HS	Blodget House		
325 N Lincoln ST	c. 1935	Colonial Revival	C				
326 N Lincoln ST	c. 1910	American Foursquare	C				
329 N Lincoln ST	c. 1885	L-Form	PC				
330 N Lincoln ST	c. 1915	Craftsman	C				
403 N Lincoln ST	c. 1925	Colonial Revival	PC				

NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
404 N Lincoln ST	1990s		NC				
411 N Lincoln ST	c. 1925	Dutch Colonial Revival	C				
416 N Lincoln ST	c. 1915	American Foursquare / Prairie	S				
419 N Lincoln ST	c. 1935	Colonial Revival	C				
420 N Lincoln ST	c. 1915	American Foursquare / Prairie	S				
425 N Lincoln ST	c. 1925	Dutch Colonial Revival	PC				
428 N Lincoln ST	c. 1910	Colonial Revival	S				
100 E Maple ST	c. 1925	Tudor Revival Cottage	C				
105 E Maple ST	c. 1945	Craftsman	C				
106 E Maple ST	c. 1940	Minimal Traditional	C				
110 E Maple ST	c. 1925	Tudor Revival Cottage	S				
115 E Maple ST	c. 1870	Italianate	PC				
116 E Maple ST			NC				
119 E Maple ST	1990s		NC				
122 E Maple ST	1990s		NC				
123 E Maple ST	1869	Italianate	C	HS			
128 E Maple ST	c. 1920	Dutch Colonial Revival	C				
131 E Maple ST	c. 1910	Bungalow	PC				
134 E Maple ST	c. 1875	Gable Front	C				
135 E Maple ST (137 on map)	c. 1910	Craftsman Bungalow	S				
138 E Maple ST	c. 1915	Craftsman Bungalow	S				
146 E Maple ST	c. 1915	Craftsman Bungalow	PC				
11 W Maple ST	c. 1895	Richardsonian Romanesque	S	HS			

NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
17 W Maple ST	1961	Church	NC		Unitarian Church of Hinsdale	Unitarian Church	
117 W North ST	c. 1915	American Foursquare / Craftsman	S				
11 E North ST	c. 1935	Colonial Revival	PC				
17 E North ST		Under construction	NC				
18 E North ST	c. 1910	Craftsman	C				
22 E North ST		No Style	PC				
23 E North ST	c. 1910	American Foursquare	C				
122 W North ST	c. 1940	Colonial Revival	C				
123 W North ST	1970s		NC				
312 N Oak ST	1990s		NC				
318 N Oak ST	1950s		NC				
322 N Oak ST		Gable Front	PC				
328 N Oak ST	c. 1925	Tudor Revival	S				
332 N Oak ST	1950s		NC				
348 N Oak ST	1950s		NC				
360 N Oak ST	1950s		NC				
100 N Park AV	1869	T-Form	C	HS			
114 N Park AV	1990s		NC				
118 N Park AV	1990s		NC	HS			
122 N Park AV	1910	Shingle	S				
128 N Park AV	1894	Shingle	S				
205 N Park AV	c. 1940	Colonial Revival	PC				
212 N Park AV	c. 1945	No Style	PC				
220 N Park AV	c. 1910	Four over Four	C				

NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
221 N Park AV	c. 1890	Queen Anne Cottage	C				
224 N Park AV	c. 1890	Shingle Cottage	S				
225 N Park AV	c. 1885	Queen Anne	S				
230 N Park AV	1990s		NC				
231 N Park AV	1990s		NC				
234 N Park AV	c. 1900	Four over Four	S				
235 N Park AV	c. 1880	Gabled Ell	PC				
121 Post Circle	c. 1945	Garage	C				
303 Radcliffe Way	1970s		NC				
310 Radcliffe Way	c. 1940	Colonial Revival	C				
315 Radcliffe Way	1990s		NC				
321 Radcliffe Way	1950s		NC				
322 Radcliffe Way	1980s		NC				
324 Radcliffe Way	c. 1935	Colonial Revival	C				
325 Radcliffe Way	c. 1940	Colonial Revival	C				
330 Radcliffe Way	c. 1935	Tudor Revival	C				
333 Radcliffe Way	c. 1940	French Eclectic	C				
334 Radcliffe Way	1990s		NC				
339 Radcliffe Way	c. 1940	French Eclectic	C				
344 Radcliffe Way	c. 1935	Colonial Revival	C				
351 Radcliffe Way	1990s		NC				
105 Ravine RD	1960s	Colonial Revival	NC				
120 Ravine RD	c. 1935	Dutch Colonial Revival	C				
123 Ravine RD	1990s		NC				

NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
129 Ravine RD	c. 1940	Tudor Revival Cottage	S				
133 Ravine RD	1939	Tudor Revival Cottage	S	HS	Prater, Ralph House		Zook, R. Harold
137 Ravine RD	1990s		NC				
145 Ravine RD	c. 1925	Tudor Revival	S				
147 Ravine RD	1990s		NC				
150 Ravine RD	1990s		NC				
155 Ravine RD	1990s		NC				
159 Ravine RD	1990s		NC				
160 Ravine RD	c. 1935	Tudor Revival	C				
165 Ravine RD	c. 1940	Cape Cod	C				
200 Ravine RD (202 on map)	c. 1920	Tudor Revival Cottage	S				
203 Ravine RD	c. 1925	Craftsman	S				
207 Ravine RD			NC				
208 Ravine RD	c. 1920	Tudor Revival Cottage	C				
211 Ravine RD	c. 1935	Colonial Revival	NC				
214 Ravine RD	c. 1925	Colonial Revival	C				
217 Ravine RD	c. 1935	Tudor Revival Cottage	S				
218 Ravine RD	c. 1945	Minimal Traditional	C				
221 Ravine RD			NC				
224 Ravine RD	c. 1925	Tudor Revival	C				
225 Ravine RD	c. 1945	Colonial Revival Cottage	C				
228 Ravine RD	c. 1925	Tudor Revival Cottage	C				
314 Ravine RD	c. 1935	Colonial Revival	C				

NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
318 Ravine RD	c. 1945	Minimal Traditional	C				
324 Ravine RD	c. 1935	No Style	PC				
330 Ravine RD	c. 1935	Colonial Revival Cottage	S				
332 Ravine RD	c. 1935	Colonial Revival	C				
338 Ravine RD	1950s		NC				
342 Ravine RD	1990s		NC				
348 Ravine RD	c. 1935	Craftsman	C				
352 Ravine RD	c. 1935	Colonial Revival	C				
358 Ravine RD	c. 1935	Colonial Revival	C				
110 The Lane (108?)	1950s	Ranch	NC				
112 The Lane	1950s	Ranch	NC				
118 The Lane (116?)	c. 1945	Colonial Revival Cottage	PC				
122 The Lane	c. 1945	Colonial Revival	C				
128 The Lane	c. 1925	Tudor Revival	S				
134 The Lane	c. 1945	Cape Cod	C				
138 The Lane	c. 1920	Tudor Revival	S				
144 The Lane	c. 1935	Colonial Revival Cottage	C				
148 The Lane	c. 1935	Colonial Revival Cottage	C				
154 The Lane	c. 1925	No Style	PC				
160 The Lane	c. 1920	Craftsman	C				
164 The Lane	c. 1925	Tudor Revival	C				
207 The Lane	1929	Tudor Revival	S				
211 The Lane	1990s		NC				
217 The Lane	1990s		NC				

NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
221 The Lane	c. 1915	Craftsman Bungalow	S				
225 The Lane	1990s		NC				
16 E Walnut ST	1990s		NC				
17 E Walnut ST		No Style	PC				
21 E Walnut ST	1990s		NC				
27 E Walnut ST	c. 1910	Craftsman	C				
31 E Walnut ST	pre 1897	L-Form	PC	HS	Osgood House		
35 E Walnut ST	c. 1875	No Style	PC				
107 E Walnut ST	c. 1920	Chicago Bungalow	C				
108 E Walnut ST	c. 1915	Tudor Revival	S				
114 E Walnut ST	c. 1915	Craftsman Bungalow	C				
115 E Walnut ST	1886	Queen Anne	PC	HS			
120 E Walnut ST	1874	Italianate	S	HS			
121 E Walnut ST	c. 1910	Craftsman	S				
124 E Walnut ST	c. 1900	Colonial Revival	S				
127 E Walnut ST	c. 1885	Queen Anne	S				
128 E Walnut ST	c. 1935	Colonial Revival	C				
132 E Walnut ST	c. 1915	Craftsman Bungalow	PC				
133 E Walnut ST	1873	Queen Anne	C	HS	Walker House		
135 E Walnut ST	c. 1935	Minimal Traditional	C				
138 E Walnut ST	1990s		NC				
140 E Walnut ST	c. 1940	Cape Cod	C				
143 E Walnut ST	c. 1875	No Style	PC	HS			
207 E Walnut ST	c. 1920	Craftsman	C				

NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
215 E Walnut ST	c. 1900	Queen Anne Cottage	S	HS	Heineman, Simon P./Madywheel House		
221 E Walnut ST	1960s	Colonial Revival	NC				
225 E Walnut ST	c. 1920	American Foursquare	C				
229 E Walnut ST	c. 1910	American Foursquare	PC				
239 E Walnut ST	1889	Queen Anne	S	HS	Ridgeway House		Patton & Fisher
23 W Walnut ST	c. 1870	Italianate	S	HS			
119 W Walnut ST	1980s		NC				
122 W Walnut ST	1990s		NC				
123 W Walnut ST	1872	Gothic Revival	PC	HS	Fitch House		
111 N Washington ST	c. 1935	Tudor Revival	C				
112 N Washington ST	c. 1900	Queen Anne / Free Classic	C				
115 N Washington ST	c. 1910	Prairie	C	HS			
120 N Washington ST	1884	L-Form	S	HS	Stough/Fox House		
123 N Washington ST	1893	Four over Four	C	HS			
126 N Washington ST	1990s		NC				
129 N Washington ST	c. 1935	Colonial Revival Cottage	PC				
130 N Washington ST	1895	Colonial Revival	PC				
133 N Washington ST	1870	Italianate	S	HS	Tiffany, Joel House		
136 N Washington ST	1883	T-Form / Gothic Revival	S	HS	Van Liew House		
205 N Washington ST	1872	Colonial Revival	PC	HS			
206 N Washington ST	1890	Queen Anne	S/NR	HS	Fox, Heman House		
211 N Washington ST	c. 1915	Prairie	PC	HS			
214 N Washington ST	c. 1925	Tudor Revival	S				

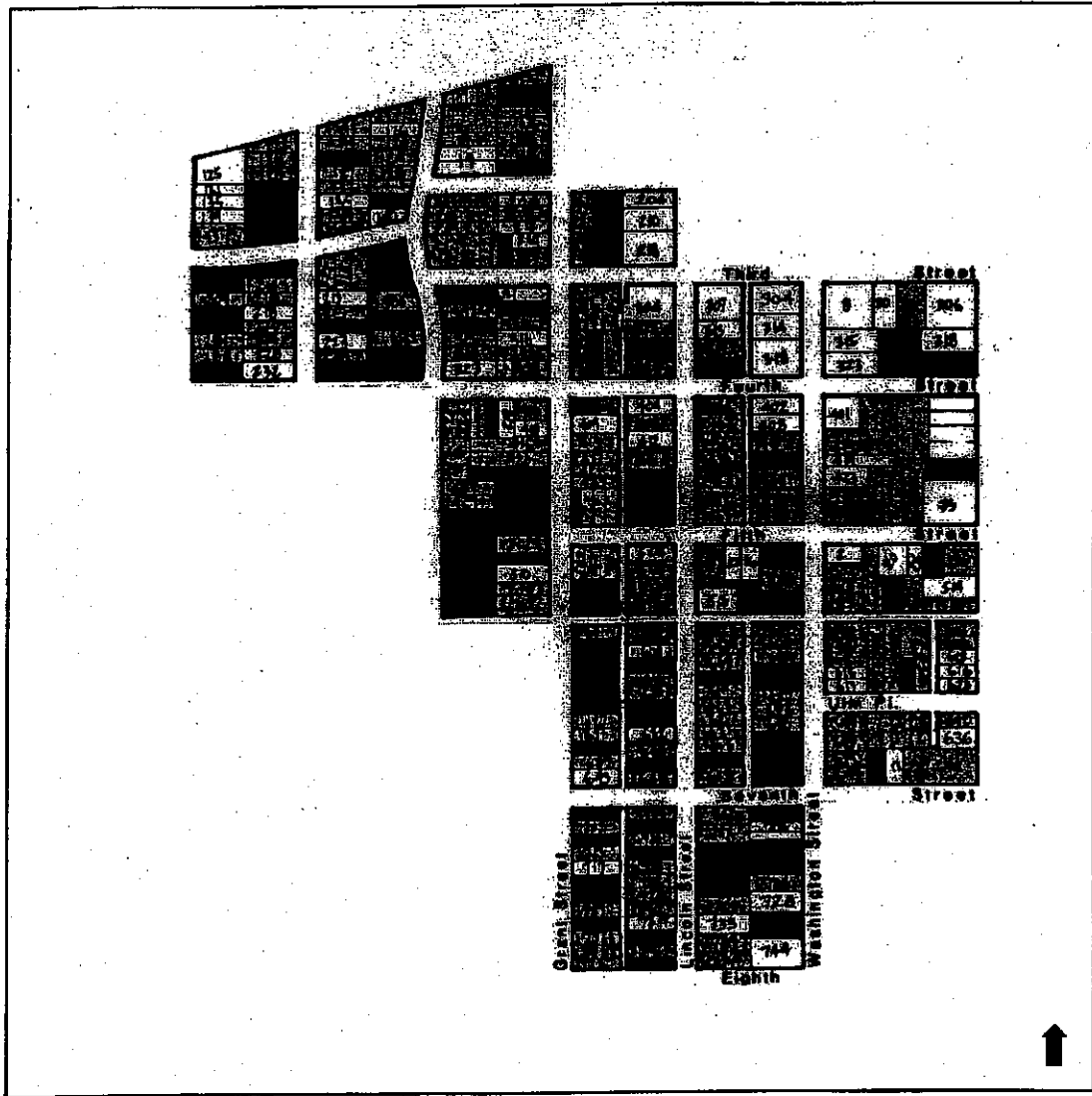
NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
215 N Washington ST	c. 1915	Craftsman	PC				
221 N Washington ST	c. 1915	Bungalow	PC				
224 N Washington ST	c. 1910	Craftsman	C				
225 N Washington ST	c. 1935	Dutch Colonial Revival	C				
230 N Washington ST	c. 1925	Colonial Revival	C				
231 N Washington ST	c. 1910	Craftsman	PC				
235 N Washington ST	c. 1925	Colonial Revival	C				
236 N Washington ST	c. 1935	Colonial Revival	PC				
304 N Washington ST	1875	Queen Anne	C	HS	Talmadge/Hawtin House		
305 N Washington ST	1889	Queen Anne	C	HS	Allen House		
312 N Washington ST	1990s		NC				
313 N Washington ST.	1890	No Style	PC	HS	Smith House		
319 N Washington ST	1870	T-Form	C				
320 N Washington ST	c. 1910	American Foursquare	C				
324 N Washington ST		No Style	PC				
325 N Washington ST	1990s		NC				
329 N Washington ST	c. 1905	Four over Four	PC				
330 N Washington ST	c. 1885	Queen Anne	PC				
403 N Washington ST	c. 1880	No Style	PC				
404 N Washington ST	c. 1890	Queen Anne Free Classic	C				
414 N Washington ST	1888	Gable Front	PC	HS	Bush House		
415 N Washington ST	c. 1900	No Style	PC				
420 N Washington ST	1888	No Style	PC				
421 N Washington ST	c. 1905	Craftsman	C				




NORTH HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Architect
425 N Washington ST	1990s		NC				

TOWN OF HINSDALE HISTORIC DISTRICT



Base Map, Courtesy of the Village of Hinsdale

-  Locally Significant (S) Buildings
-  Contributing (C) and Potentially Contributing (PC) Buildings
-  Non-contributing (NC) Buildings

HINSDALE RECONNAISSANCE SURVEY
HISTORIC CERTIFICATION CONSULTANTS, 1999

TOWN OF HINSDALE HISTORIC DISTRICT

The original town of Hinsdale was recorded by William Robbins in 1865 and included most of this proposed district which is immediately south of the historic downtown. Also included is a section of Case's Addition of 1872. Many lots in this section of Hinsdale are small, dating from these two original subdivision dates. But the housing stock, while tending to have more older buildings than North Hinsdale, is still varied in style and original construction date. The area is primarily residential, with just three churches, one school, and one storefront included within the boundary.



304 South Lincoln Street



318 South Garfield Street

There are 349 primary structures within the proposed district bounded by Madison, Vine and Grant Streets on the west, Hinsdale Avenue, Second and Third Streets on the north, Garfield Street on the east, and Fourth, Sixth, and Eighth Streets on the south. This boundary incorporates the parts of Case's Addition and the original Plat of Hinsdale that still retain their historic integrity, as well as a later area to the south which has some similar character. Of the 349 structures, 253 or 72% have been ranked either significant (77), contributing (134), or potentially contributing (42) to a historic district. There are 96 non-contributing buildings or 28% of the total. The buildings range in age over 130 years, with the oldest being the 1868 Italianate Ruth House at 402 S. Washington Street. There are a large number of newly constructed buildings interspersed within the district.

Architectural styles include a variety of late 19th and early 20th century styles and vernacular types. The most predominant high styles include: Queen Anne and Queen Anne Free Classic (38), Colonial Revival (23), and Craftsman and Craftsman Bungalow (23). Among vernacular types, the Gable Front houses and cottages are most well represented with 43 examples. There are also American Foursquares (20) and Bungalows (14).

There are four properties that may be eligible for individual listing on the National Register of Historic Places: the 1889 Queen Anne, George Robbins House at 8 E. Third

HINSDALE RECONNAISSANCE SURVEY
HISTORIC CERTIFICATION CONSULTANTS, 1999

Street; the 1900 Prairie style, William Coffen House at 306 S. Garfield by George W. Maher; the 1888 Queen Anne, Childs House at 318 S. Garfield Street; and the 1875 Victorian Gothic Revival, Shannon House at 304 S. Lincoln Street.



8 East Third Street



419 South Washington Street

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
117 S Clay ST	c. 1890	Gable Front Cottage	C						
119 S Clay ST	c. 1890	No Style	PC						
121 S Clay ST	1960s		NC						
122 S Clay ST	c. 1890	Gable Front	C						
126 S Clay ST	c. 1890	Gable Front with Bay	C						
127 S Clay ST	c. 1900	Gable Front	C						
128 S Clay ST	c. 1890	Gable Front	C						
131 S Clay ST	c. 1900	Queen Anne / Free Classic	C						
132 S Clay ST	1960s		NC						
135 S Clay ST	c. 1900	Gable Front	S						
136 S Clay ST	1960s		NC						
139 S Clay ST	c. 1900	Gable Front	C						
140 S Clay ST	1990s		NC						
144 S Clay ST	1990s		NC						
210 S Clay ST	1872/1990s	Gable Front	PC	HS	Merrick House		HHS/plaque; Arch Walks; HTB		
213 S Clay ST	c. 1870	Gothic Revival	S						
214 S Clay ST	c. 1910	American Foursquare	C						
215 S Clay ST	c. 1880	Gable Front with Bay	C						
218 S Clay ST	c. 1910	Craftsman	S						
219 S Clay ST			NC						
220 S Clay ST	c. 1895	Gable Front with Bay	C						
223 S Clay ST	c. 1880	Queen Anne	S						
224 S Clay ST	c. 1920	Craftsman Bungalow	PC						

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
228 S Clay ST	c. 1900	Gable Front	S						
229 S Clay ST	c. 1900	Gable Front with Bay	C						
232 S Clay ST	c. 1915	American Foursquare	S						
23 W Eighth ST	c. 1923	Colonial Revival	C						
107 W Eighth ST	1960s		NC						
125 W Eighth ST	c. 1925	Tudor Revival	C						
207 W Eighth ST	1990s		NC						
223 W Eighth ST	c. 1925	Craftsman	S						
4 E Fifth ST	1922	Tudor Revival	S	HS	Danielson, Frank D. House		IHSS; Zook list; Arch Gems	Zook, R. Harold	
13 E Fifth ST	c. 1925	Cape Cod	C						
14 E Fifth ST	c. 1910	Prairie	C						
17 E Fifth ST	1872/1910	American Foursquare	C	HS			HHS/plaque		
20 E Fifth ST	c. 1870	T-Form	S	HS			IHSS		
25 E Fifth ST	c. 1925	Colonial Revival	C						
26 E Fifth ST	c. 1915	Craftsman Bungalow	S						
30 E Fifth ST	1990s		NC	HS	Swartout Residence		IDOT		
33 E Fifth ST	1892	Queen Anne	S	HS	Shim/Crossette House		IHSS; HHS/plaque; Arch Walks; HTB		
16 W Fifth ST	c. 1895	Queen Anne	S	HS	Cushing, Charles House		Arch Walks; HTB		
22 W Fifth ST	c. 1885	Queen Anne	S						
115 W Fifth ST	c. 1890	Gable Front Cottage	S						
118 W Fifth ST	c. 1915	Bungalow	C						
119 W Fifth ST	c. 1890	Queen Anne Cottage	S						

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
122 W Fifth ST	c. 1890	Gable Front	C						
123 W Fifth ST	c. 1890	Queen Anne Cottage	S						
127 W Fifth ST	1990s		NC						
11 E Fourth ST	1990s		NC						
14 E Fourth ST	c. 1925	French Eclectic	C						
18 E Fourth ST	c. 1920	Bungalow	PC						
23 E Fourth ST	1990s		NC						
117 W Fourth ST	c. 1915	Craftsman	C						
118 W Fourth ST	c. 1915	Craftsman	C						
121 W Fourth ST	1990s		NC						
125 W Fourth ST	c. 1900	American Foursquare	C						
211 W Fourth ST	c. 1895	Queen Anne / Free Classic	S						
212 W Fourth ST	c. 1905	Colonial Revival	S						
218 W Fourth ST	1990s		NC						
224 W Fourth ST	c. 1910	American Foursquare	PC						
228 W Fourth ST	c. 1890	Gable Front	C						
305 W Fourth ST	1990s		NC						
313 W Fourth ST	1980s		NC						
317 W Fourth ST	1990s		NC						
423 W Fourth ST	1990s		NC						
306 S Garfield ST	1899/1900	Prairie	S/NR	HS	Coffe(e)n, William House		IHSS; HHS; Arch Gems; Arch Walks; HTB; DuPage	Maher, George W.	
318 S Garfield ST	1888	Queen Anne	S/NR	HS	Childs House		IHSS; HHS/plaque; Arch Walks; Arch Gems; HTB		

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
320 S Garfield ST	1950s	Colonial Revival	NC						
412 S Garfield ST	1930	Gothic Revival / Church	S		Evangelical Mission Covenant Church	Evangelical Covenant Church			
424 S Garfield ST	1990s		NC						
504 S Garfield ST		No Style	PC						
514 S Garfield ST	1928	Tudor Revival Cottage	S	HS			IHSS; Arch Gems	Zook, R. Harold	
518 S Garfield ST	c. 1925	French Eclectic	C						
602 S Garfield ST	c. 1945	Tudor Revival	C						
606 S Garfield ST	c. 1945	Colonial Revival	C						
612 S Garfield ST	1904	Queen Anne / Free Classic	S	HS			IHSS, HHS		
616 S Garfield ST	c. 1910	Bungalow	S						
620 S Garfield ST	c. 1925	Bungalow	S						
632 S Garfield ST	c. 1910	American Foursquare	C						
636 S Garfield ST	c. 1915	Bungalow	S						
644 S Garfield ST	c. 1890	Queen Anne	PC						
112 S Grant ST	c. 1895	Gable Front with Bay	PC						
116 S Grant ST	1960s		NC						
204 S Grant ST	1914	Gothic Revival / Church	S						
212 S Grant ST	c. 1910	American Foursquare	S						
214 S Grant ST	c. 1890	Gable Front with Bay	S						
220 S Grant ST	c. 1895	Gable Front with Bay	C						
300 S Grant ST	1900	Gothic Revival / Church	S		Immanuel Church	Immanuel Evangelical & Reformed Church			

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
304 S Grant ST	1954		NC		Immanuel Evangelical & Reformed Center	Montessori of Hinsdale			
312 S Grant ST	c. 1895	Queen Anne / Free Classic	C						
316 S Grant ST	c. 1895	Queen Anne / Free Classic	S						
320 S Grant ST	c. 1895	Queen Anne / Free Classic	C						
324 S Grant ST	c. 1900	No Style	PC						
403 S Grant ST	1990s		NC						
406 S Grant ST	1904	Queen Anne / Free Classic	C	HS			HHS		
409 S Grant ST	c. 1890	Gable Front	S						
410 S Grant ST	c. 1915	Craftsman Bungalow	S						
413 S Grant ST	c. 1915	American Foursquare	PC						
416 S Grant ST	1904	Gable Front	PC	HS			HHS		
417 S Grant ST	c. 1875	Gable Front	C						
420 S Grant ST	1893	Queen Anne	C	HS			HHS		
421 S Grant ST	c. 1875	Upright and Wing	S?						
424 S Grant ST	1990s		NC						
425 S Grant ST	c. 1895	Gable Front	C						
428 S Grant ST	1990s		NC						
432 S Grant ST	1990s		NC						
436 S Grant ST	1990s		NC						
440 S Grant ST	1990s		NC						
502 S Grant ST	c. 1935	Colonial Revival	C						
503 S Grant ST	c. 1915	Dutch Colonial Revival	S						

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
506 S Grant ST	1990s		NC						
510 S Grant ST	c. 1900	Gable Front	S						
513 S Grant ST	1960s		NC						
514 S Grant ST	c. 1880	Gabled Ell	C						
517 S Grant ST	1990s		NC						
520 S Grant ST	c. 1920	Dutch Colonial Revival	C						
601 S Grant ST	c. 1875	L-Form	C						
605 S Grant ST	1990s		NC						
60 S Grant ST	1980s		NC			Elliston Funeral Home			
611 S Grant ST	1990s		NC						
615 S Grant ST	1990s		NC						
619 S Grant ST	1990s		NC						
623 S Grant ST	1950s		NC						
627 S Grant ST	c. 1935	Colonial Revival	C						
631 S Grant ST	c. 1935	Colonial Revival	C						
635 S Grant ST	1990s		NC						
639 S Grant ST	c. 1935	Colonial Revival	C						
643 S Grant ST	c. 1925	Bungalow	S						
704 S Grant ST	1950s		NC						
705 S Grant ST	c. 1945	Ranch	C						
708 S Grant ST	c. 1945	Minimal Traditional	C						
709 S Grant ST	1970s		NC						
712 S Grant ST			NC						

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
713 S Grant ST	c. 1890	Gabled Ell	C						
716 S Grant ST			NC						
717 S Grant ST	c. 1890	Queen Anne	S						
721 S Grant ST	1970s		NC						
722 S Grant ST			NC						
725 S Grant ST	1960s		NC						
728 S Grant ST			NC						
729 S Grant ST	c. 1935	No Style	C						
733 S Grant ST	1990s		NC						
734 S Grant ST			NC						
737 S Grant ST	c. 1945	Minimal Traditional	C						
740 S Grant ST			NC						
741 S Grant ST	c. 1935	Colonial Revival	C						
314 W Hinsdale AV	c. 1920	Storefront Commercial	C						
204 S Lincoln ST	c. 1910	Craftsman	S						
210 S Lincoln ST	1894	Shingle	S	HS			HHS		
218 S Lincoln ST	c. 1880	Italianate / Queen Anne	S						
304 S Lincoln ST	1875	Victorian Gothic Revival	S/NR	HS	Shannon House		HHS; Arch Walks		
307 S Lincoln ST	1894	Colonial Revival	S	HS	Conover House		HHS; Arch Walks		
313 S Lincoln ST	1874	T-Form	S	HS			HHS/plaque		
314 S Lincoln ST	c. 1875	No Style	PC						
317 S Lincoln ST	c. 1940	Colonial Revival	C						
318 S Lincoln ST	1990s		NC						

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
323 S Lincoln ST		Vacant Lot	NC						
324 S Lincoln ST	c. 1895	Queen Anne	PC						
401 S Lincoln ST	c. 1910	American Foursquare	C						
404 S Lincoln ST	c. 1875	Gable Front	S						
407 S Lincoln ST	c. 1935	Colonial Revival	C						
408 S Lincoln ST	c. 1915	Bungalow	C						
412 S Lincoln ST	c. 1910	American Foursquare	S						
413 S Lincoln ST	c. 1915	Colonial Revival	PC						
416 S Lincoln ST	c. 1915	Craftsman	C						
417 S Lincoln ST	c. 1915	Colonial Revival	C						
422 S Lincoln ST	1980s		NC						
423 S Lincoln ST	c. 1910	Craftsman	C						
427 S Lincoln ST	c. 1910	American Foursquare	C						
428 S Lincoln ST	1990s		NC						
433 S Lincoln ST	c. 1910	Craftsman	C						
434 S Lincoln ST			NC						
504 S Lincoln ST	c. 1910	Craftsman	S						
508 S Lincoln ST	c. 1910	American Foursquare	C						
512 S Lincoln ST	c. 1900	Gambrel Front	PC						
515 S Lincoln ST	c. 1890	Colonial Revival	S						
518 S Lincoln ST	c. 1910	Bungalow	C						
601 S Lincoln ST	c. 1900	Gable Front	C						
604 S Lincoln ST	c. 1935	L-Form	C						

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
605 S Lincoln ST	c. 1875	L-Form	PC						
606 S Lincoln ST	c. 1910	Bungalow	C						
608 S Lincoln ST	c. 1900	Queen Anne Cottage	S						
609 S Lincoln ST	c. 1940	Colonial Revival	C						
612 S Lincoln ST	1990s		NC						
615 S Lincoln ST		Vacant Lot	NC						
616 S Lincoln ST	c. 1915	American Foursquare	C						
619 S Lincoln ST	c. 1915	Craftsman	PC						
620 S Lincoln ST	c. 1895	Gable Front with Bay	C						
623 S Lincoln ST	c. 1935	Tudor Revival Cottage	C						
624 S Lincoln ST	1990s		NC						
627 S Lincoln ST	c. 1935	Cape Cod	C						
628 S Lincoln ST	1990s		NC						
631 S Lincoln ST	c. 1910	Prairie	PC						
632 S Lincoln ST	c. 1900	American Foursquare	S						
635 S Lincoln ST	c. 1900	Queen Anne	PC						
638 S Lincoln ST	c. 1925	Bungalow	C						
639 S Lincoln ST	1990s		NC						
640 S Lincoln ST	1990s		NC						
643 S Lincoln ST	c. 1900	Queen Anne	C						
644 S Lincoln ST	c. 1915	Craftsman Bungalow	C						
704 S Lincoln ST	c. 1890	Gable Front	C						
707 S Lincoln ST	c. 1910	American Foursquare	C						

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
708 S Lincoln ST	1990s		NC						
710 S Lincoln ST	c. 1910	American Foursquare	PC						
711 S Lincoln ST	1990s		NC						
714 S Lincoln ST	1970s		NC						
717 S Lincoln ST	1990s		NC						
718 S Lincoln ST	c. 1890	Queen Anne	PC						
722 S Lincoln ST	c. 1935	Dutch Colonial Revival	C						
723 S Lincoln ST	1990s		NC						
726 S Lincoln ST	c. 1900	Gable Front	C						
729 S Lincoln ST	c. 1925	Dutch Colonial Revival	C						
730 S Lincoln ST	c. 1900	Queen Anne	C						
733 S Lincoln ST	c. 1925	Dutch Colonial Revival	S						
734 S Lincoln ST	c. 1900	Queen Anne / Free Classic	S						
738 S Lincoln ST	1990s		NC						
739 S Lincoln ST	c. 1925	Dutch Colonial Revival	C						
742 S Lincoln ST	c. 1935	Colonial Revival	C						
125 S Madison ST	c. 1890	Queen Anne	S						
131 S Madison ST	c. 1890	Gable Front	S						
135 S Madison ST	c. 1890	Gable Front	S						
139 S Madison ST	c. 1890	Queen Anne	S						
143 S Madison ST	c. 1885	Gable Front	C						
205 S Madison ST	1950s		NC						
209 S Madison ST	c. 1920	Bungalow	PC						

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
215 S Madison ST	1990s		NC						
217 S Madison ST	1950s		NC						
221 S Madison ST	c. 1905	Gable Front	PC						
225 S Madison ST	c. 1890	Queen Anne	C						
116 W Second ST	1990s		NC						
126 W Second ST	c. 1910	Craftsman	C						
314 W Second ST	1876	Gabled Ell	C	HS	Palch House		HHS/plaque; Arch Walks		
318 W Second ST	c. 1900	No Style	C						
322 W Second ST	1890	Gable Front with Bay	C	HS	Drallmeier House		HHS/plaque; Arch Walks		
408 W Second ST	1990s		NC						
417 W Second ST	c. 1890	Side Gable	C						
424 W Second ST	1950s		NC						
15 E Seventh ST	1970s		NC						
17 E Seventh ST	c. 1935	French Eclectic	S						
23 E Seventh ST	c. 1940	Minimal Traditional	C						
126 W Seventh ST	1960s		NC						
222 W Seventh ST			NC						
4 E Sixth ST	c. 1920	No Style	PC						
13 E Sixth ST	c. 1925	French Eclectic	C						
14 E Sixth ST	c. 1900	Gable Front Cottage	PC						
18 E Sixth ST	c. 1900	No Style	PC						
21 E Sixth ST	1990s		NC						
25 E Sixth ST	c. 1880	L-Form	PC						

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
26 E Sixth ST	c. 1910	American Foursquare	C						
11 W Sixth ST	1990s		NC						
225 W Sixth ST	1990s		NC						
8 E Third ST	1889	Queen Anne	S/NR	HS	Robbins, George House		HHS/plaque; Arch Gems; Arch Walks; HTB; DuPage		
20 E Third ST	c. 1935	Dutch Colonial Revival	S	HS			IHSS		
30 E Third ST	c. 1925	French Eclectic	C						
118 W Third ST	1890	Side Gable	C	HS			HHS/plaque		
119 W Third ST		Vacant Lot	NC						
122 W Third ST	c. 1890	Side Gable	C						
123 W Third ST	c. 1890	Gable Front	PC						
126 W Third ST	c. 1895	Gable Front	PC						
127 W Third ST	c. 1895	Gable Front	C						
212 W Third ST	c. 1900	Four over Four	S						
213 W Third ST	1990s		NC						
217 W Third ST	c. 1895	Queen Anne	PC						
221 W Third ST	c. 1895	Gable Front with Bay	C						
222 W Third ST	1990s		NC						
227 W Third ST	c. 1900	Gable Front with Bay	C						
229 W Third ST	c. 1900	Four over Four	C						
13 Ulm PL	c. 1915	Craftsman Bungalow	C						
16 Ulm PL	c. 1925	Colonial Revival	C						
17 Ulm PL	c. 1915	Bungalow	PC						
21 Ulm PL	1990s		NC						

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
22 Ulm PL	c. 1920	Prairie	PC						
25 Ulm PL	c. 1910	Craftsman	C						
28 Ulm PL	c. 1925	Craftsman	C						
107 S Vine ST	c. 1895	Queen Anne	S						
111 S Vine ST	1905	Gable Front	PC	HS			HHS		
112 S Vine ST	c. 1890	Gable Front	C						
115 S Vine ST	c. 1895	Gable Front with Bay	C						
116 S Vine ST	c. 1890	Queen Anne	S						
119 S Vine ST	c. 1895	L-Form	PC						
120 S Vine ST	c. 1900	No Style	PC						
124 S Vine ST	c. 1885	Gable Front / Queen Anne	C						
125 S Vine ST	1931	Gothic Revival / School	S		Zion Lutheran School	Zion Lutheran School			
128 S Vine ST	c. 1885	Queen Anne	PC						
136 S Vine ST	1990s		NC						
140 S Vine ST	c. 1925	Tudor Revival Cottage	S						
201 S Vine ST	c. 1890	Gable Front	C						
204 S Vine ST	1990s		NC						
205 S Vine ST	c. 1910	Craftsman	C						
210 S Vine ST	1970s		NC						
216 S Vine ST	1990s		NC						
306 S Vine ST	c. 1875	Side Hall	C						
307 S Vine ST	c. 1895	No Style	C						
308 S Vine ST	1990s		NC						

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
311 S Vine ST	1990s		NC						
315 S Vine ST	c. 1900	Colonial Revival	C						
316 S Vine ST	c. 1910	American Foursquare	C						
319 S Vine ST	c. 1890	L-Form	C						
323 S Vine ST	c. 1910	American Foursquare	S						
415 S Vine ST	c. 1925	Dutch Colonial Revival	C						
421 S Vine ST	c. 1890	L-Form	PC						
427 S Vine ST	c. 1945	Minimal Traditional	C						
429 S Vine ST	c. 1940	Tudor Revival Cottage	C						
435 S Vine ST	1990s		NC						
439 S Vine ST	c. 1935	No Style	NC						
443 S Vine ST	1990s		NC						
449 S Vine ST	1990s		NC						
457 S Vine ST	c. 1935	No Style	NC						
707 S Vine ST	1990s		NC						
711 S Vine ST	1990s		NC						
715 S Vine ST	1970s		NC						
721 S Vine ST	c. 1940	Ranch / Colonial Revival	C						
725 S Vine ST	c. 1940	Ranch / Colonial Revival	C						
731 S Vine ST	1950s		NC						
735 S Vine ST	1990s		NC						
741 S Vine ST	1950s		NC						
304 S Washington ST	1872/1900	Four over Four	S	HS	Hulanski House		HHS/plaque; Arch Walks		

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
314 S Washington ST	1888	Queen Anne	S	HS	Froscher House		HHS/plaque; Arch Walks; HTB		
315 S Washington ST	c. 1890	Shingle	S	HS	Edwards House		check sources; HTB		
318 S Washington ST	c. 1910	Craftsman	S	HS			IHSS		
323 S Washington ST	c. 1870	Gable Front	S	HS	Linsley House		IHSS; Arch Walks; HTB		
401 S Washington ST	c. 1890	Queen Anne	S						
402 S Washington ST	1868	Italianate	S	HS	Ruth House		IHSS; Arch Walks		
408 S Washington ST	c. 1910	Craftsman	S	HS	Ruth, L.C. House		IHSS; DuPage County		
411 S Washington ST	c. 1890	L-Form	C						
412 S Washington ST	c. 1880	L-Form	C						
415 S Washington ST	c. 1890	Gable Front	PC						
418 S Washington ST	1990s			NC					
419 S Washington ST	1892	Gable Front	S	HS			HHS/plaque		
423 S Washington ST	1889	Gable Front	S	HS			HHS		
424 S Washington ST	1874	No Style	C	HS			HHS		
427 S Washington ST	c. 1915	Bungalow	PC						
430 S Washington ST	c. 1935	Colonial Revival	C						
433 S Washington ST	1889	Queen Anne	C	HS			HHS/plaque		
434 S Washington ST	1913	Prairie	C	HS			HHS		
504 S Washington ST	1990s			NC					
507 S Washington ST	c. 1915	Colonial Revival	C						
510 S Washington ST	1896	Queen Anne	PC	HS	Scotford House		HHS; Arch Walks		
513 S Washington ST	c. 1895	Gable Front	C						
517 S Washington ST	c. 1865	Gable Front Cottage	C						

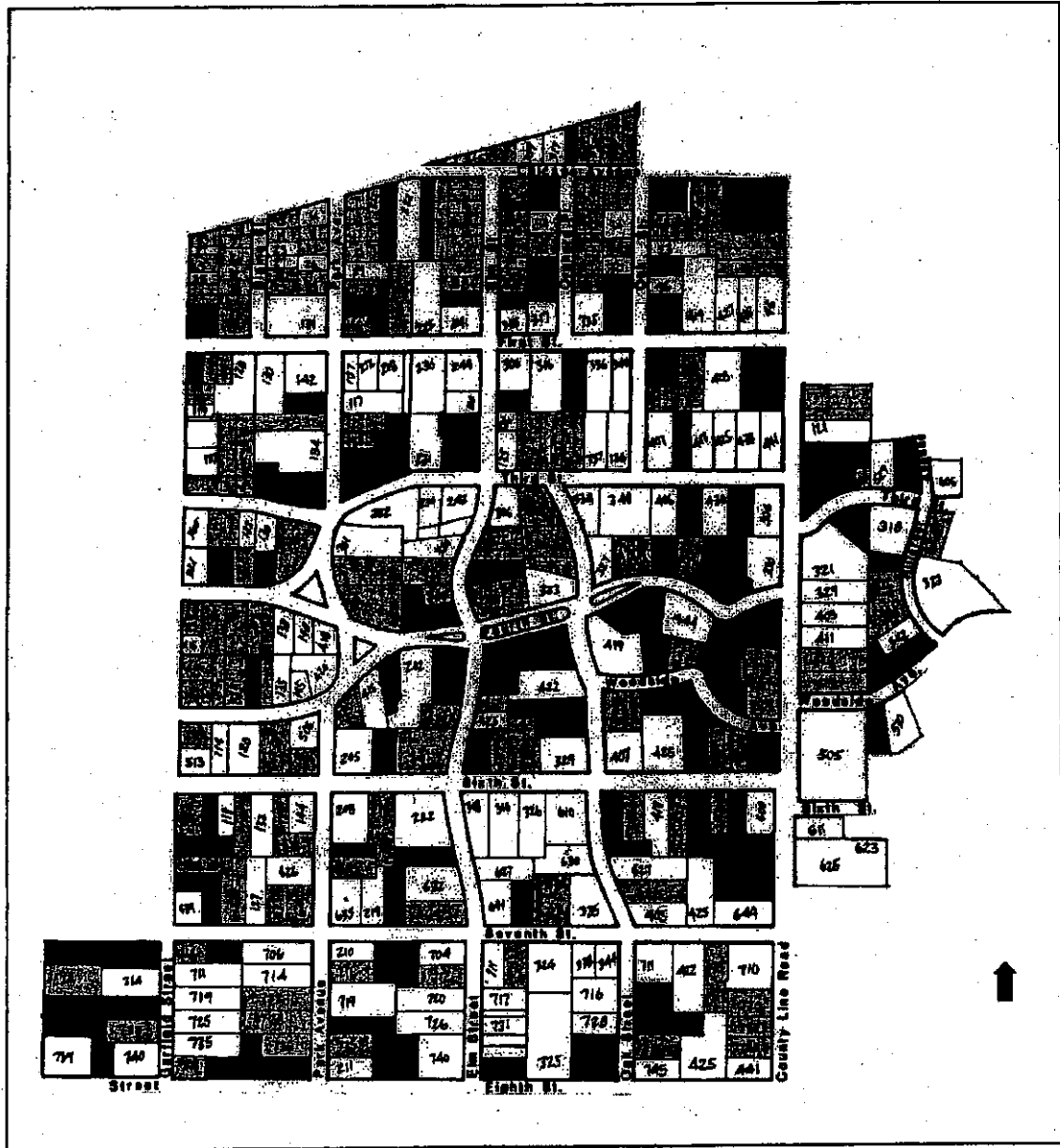
TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
518 S Washington ST		Vacant Lot	NC						
602 S Washington ST	c. 1880	Gable Front	C						
606 S Washington ST	c. 1890	Gable Front	C						
607 S Washington ST	c. 1915	Bungalow	C						
610 S Washington ST	c. 1890	Gable Front	C						
611 S Washington ST	c. 1925	Dutch Colonial Revival	C						
614 S Washington ST	c. 1890	Gable Front	NC						
615 S Washington ST	c. 1895	Queen Anne Cottage	S						
617 S Washington ST	c. 1895	Queen Anne	S						
618 S Washington ST	1990s		NC						
622 S Washington ST	c. 1910	Craftsman	PC						
626 S Washington ST	c. 1900	American Foursquare	C						
629 S Washington ST	c. 1935	Tudor Revival	C						
630 S Washington ST	c. 1900	Gable Front	C						
633 S Washington ST	c. 1935	Tudor Revival	C						
634 S Washington ST	1970s		NC						
639 S Washington ST	c. 1935	Colonial Revival	C						
640 S Washington ST	1960s		NC						
643 S Washington ST	c. 1925	Dutch Colonial Revival	C						
646 S Washington ST	1990s		NC						
704 S Washington ST	1990s		NC						
708 S Washington ST	c. 1910	Craftsman	S						
714 S Washington ST	1990s		NC						

TOWN OF HINSDALE HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect	Builder
718 S Washington ST	1990s		NC						
724 S Washington ST	c. 1945	Classical Revival	C						
728 S Washington ST	c. 1910	Craftsman Bungalow	S						
736 S Washington ST	1990s		NC						
744 S Washington ST	c. 1935	Mediterranean Revival	S						

ROBBINS PARK HISTORIC DISTRICT



Base map, Courtesy of the Village of Hinsdale

- Locally Significant (S) Buildings
- Contributing (C) and Potentially Contributing (PC) Buildings
- Non-contributing (NC) Buildings

HINSDALE RECONNAISSANCE SURVEY
 HISTORIC CERTIFICATION CONSULTANTS, 1999

ROBBINS PARK HISTORIC DISTRICT

The Robbins Park Historic District includes the most exclusive historic neighborhood in Hinsdale. William Robbins' First Addition of 1868 was laid out on eight blocks just south of the railroad tracks just east of the train station. The homes built here, for the most part, were large and luxurious, set back on wide front lawns. In 1871, he laid out the Robbins Park Addition, immediately to the south of the First Addition. It has slightly curving streets and small landscaped islands, in the picturesque manner initiated by Frederic Law Olmstead in his 1868 plan for Riverside, Illinois. These are some of the largest lots in Hinsdale, and the residences sited on them appear as estates in a garden-like setting. Some of the streets are still paved with the original brick pavers. As in most of Hinsdale, construction dates span a long time period — over 130 years and a variety of styles also abound, with a particular preponderance of Colonial Revival houses. The proposed district also includes some of the houses in Cook County that line the east side of County Line Road. Also as in most of Hinsdale, there have been new houses constructed throughout the district, generally of the same size and scale as the surrounding older homes. A few, however, are somewhat too large for their sites.



222 East Chicago Avenue



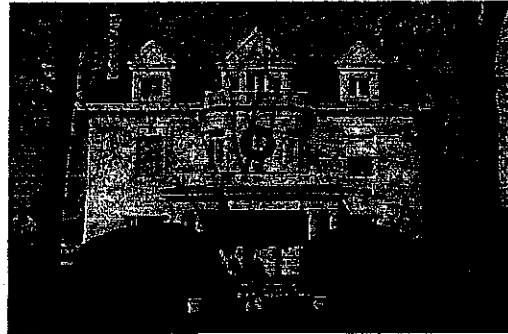
14 South Park Avenue

There are 426 primary structures within the proposed district bounded roughly by Garfield Street on the west, Chicago Avenue on the north, County Line Road on the east, and Eighth Street on the south. One block that is west of Garfield Street, between Seventh and Eighth Streets, has been included in this district rather than the Town of Hinsdale, because its character is more like Robbins Park with its large lots and homes. Also included within an irregular boundary are some of the more significant older homes in Cook County along County line Road, between First and Seventh Streets. Of the 484 primary structures, 308 or 72% are significant (164), contributing (115), or potentially contributing (29) to the district. 118 are non-contributing, with many of those from the 1950s. Two of the non-contributing buildings are ranked non-contributing/significant. These are buildings which have architectural merit but are less than 50 years old. The buildings in the district range in age over a 130 year period, with the earliest being the

1863 Italianate/Gothic Revival Pearsall House at 120 E. Fifth Street. The greatest number of houses (221) were built between 1900 and 1950. There is also a large number (91) built before 1900. 114 have been built since 1950.



222 East Sixth Street

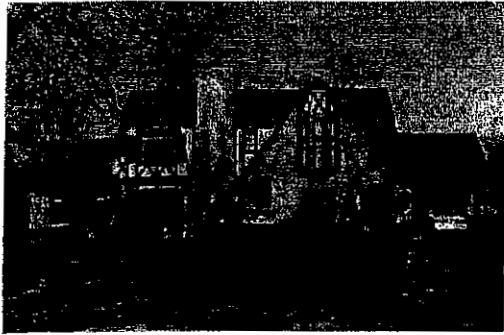


329 East Sixth Street

Architectural styles are varied, including many late 19th century styles as well as a broad sampling of revival styles from the second quarter of the 20th century. The most predominant styles are Colonial Revival houses and cottages (94), Queen Anne (36), Tudor Revival houses and cottages (33), Craftsman (32), and French Eclectic houses and cottages (17). Cottages are generally 1 or 1 ½ story versions of each style, while houses are two or more stories. The area is primarily residential, with three churches, one school, and two buildings used as offices.

There are 17 buildings that have been cited as potentially eligible for individual listing on the National Register of Historic Places and one that has already been listed on the National Register. Because there are so many prominent buildings in this section of the village, it is difficult to distinguish the best of a particular architectural style without further research and analysis. For that reason, a large list of potentially eligible buildings has been included which might be pared down to a smaller number of nominations. Those of particular architectural merit include: the 1866 Italianate, Roth House at 222 E. Chicago Avenue; the 1928 Tudor Revival, W. W. Thompson House at 325 E. Eighth Street designed by R. Harold Zook; the 1945 Modern style house at 441 E. Eighth Street; the 1875 Italianate, former Grace Episcopal Rectory at 130 E. First Street; the 1905 Prairie style, E. P. Welles house at 323 E. Fourth Street designed by Spencer & Powers; the 1912 Craftsman house at 136 S. Oak Street designed by William G. Barfield for himself; the 1925 Prairie style house at 422 S. Oak Street; the 1924 French Eclectic house at 420 S. Park Avenue by the architect, Pashley; the 1915 Tudor Revival house at 706 S. Park Avenue; the 1924 Tudor Revival, Bassett and Washburn Boiler House at 324 E. Seventh Street; the 1927 Tudor Revival, Houston Hiatt House at 405 E. Seventh Street designed by R. Harold Zook; the 1927 Mediterranean Revival House at 420 E. Seventh Street; the 1892 Classical Revival, Merrill House at 222 E. Sixth Street designed by Adolph Froscher; the 1899 Colonial Revival/Queen Anne, Basset House at 329 E. Sixth

Street; the 1910 Prairie style, A. W. True House at 231 E. Third Street designed by E. E. Roberts; and the 1895 Classical Revival house at 242 E. Third Street. The house already on the National Register is the 1869 Italianate, William Whitney House at 142 E. First Street. This house is locally known as the "Hallmark House," because it was featured on a TV commercial for Hallmark cards in 1970.



405 East Seventh Street



441 East Eighth Street

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
15 Blaine AV	c. 1895	Queen Anne / Free Classic	C					
18 Blaine AV	1908	Queen Anne	C	HS	Ganske House		HHS; Arch Walks	
19 Blaine AV	1889	L-Form	C	HS			HHS/plaque	
22 Blaine AV	c. 1900	Queen Anne	C					
23 Blaine AV	1895	Queen Anne	S	HS	Kendall House		HHS; Arch Walks	
26 Blaine AV	c. 1890	Queen Anne	PC					
27 Blaine AV	c. 1885	Queen Anne	S	HS			IHSS	
31 Blaine AV	c. 1895	Queen Anne	C					
32 Blaine AV	c. 1900	Queen Anne	C					
37 Blaine AV	c. 1895	Queen Anne / Free Classic	C					
38 Blaine AV	c. 1885	Queen Anne	C					
212 E Chicago AV	c. 1910	American Foursquare	PC					
216 E Chicago AV	1990s	Under construction	NC					
222 E Chicago AV	1866	Italianate	S/NR	HS	Roth House		IHSS; Arch Gems; Arch Walks	
230 E Chicago AV	1990s		NC					
245 E Chicago AV	c. 1875	Second Empire Cottage	S					
303 E Chicago AV	c. 1875	T-Form	C					
304 E Chicago AV	c. 1895	Queen Anne / Free Classic	C					
309 E Chicago AV	c. 1890	Queen Anne	S					
317 E Chicago AV	c. 1885	Queen Anne	S					
323 E Chicago AV	1980s		NC					
331 E Chicago AV	c. 1890	Shingle	C					
332 E Chicago AV	c. 1895	Gable Front	C					

ROBBINS PARK HISTORIC DISTRICT

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

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
421 S County Line RD	c. 1935	French Eclectic	C					
429 S County Line RD	c. 1935	Colonial Revival	C					
436 S County Line RD	c. 1925	Colonial Revival	C					
505 S County Line RD	1902	Classical Revival	S	HS	Freer House		IDOT	
530 S County Line RD	1950s		NC					
600 S County Line RD	c. 1935	French Eclectic	S	HS			IHSS	
611 S County Line RD	c. 1915	Italian Renaissance	S					
620 S County Line RD	1960s		NC					
623 S County Line RD	c. 1915	Craftsman	S					
625 S County Line RD	c. 1915	Craftsman	S	HS			IHSS	
628 S County Line RD	1950s		NC					
636 S County Line RD	1990s		NC					
644 S County Line RD	1920	Colonial Revival	S	HS			IHSS	
710 S County Line RD	1915	Colonial Revival	S				HHS	
720 S County Line RD	c. 1935	Colonial Revival	C					
730 S County Line RD	c. 1935	Colonial Revival	C					
740 S County Line RD	c. 1935	Colonial Revival	C					
21 E Eighth ST	1990s		NC					
119 E Eighth ST	1990s		NC					
125 E Eighth ST	1950s		NC					
135 E Eighth ST	1990s		NC					
211 E Eighth ST	1950	Ranch	NC/S					
219 E Eighth ST	1990s		NC					
223 E Eighth ST	1980		NC					

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
325 E Eighth ST	1928 or 1933	Tudor Revival	S/NR	HS	Thompson, W. W. House		IHSS; Zook list; Arch Gems	Zook, R. Harold
425 E Eighth ST	c. 1925	Colonial Revival	S	HS			IHSS	
441 E Eighth ST	c. 1945	Modern	S/NR	HS			IHSS	
10 S Elm ST	c. 1920	No Style	PC					
120 S Elm ST	c. 1925	Colonial Revival	S	HS			IHSS	
121 S Elm ST	1980s		NC					
125 S Elm ST	c. 1935	Cape Cod	S					
130 S Elm ST	1990s		NC					
135 S Elm ST	c. 1900	Colonial Revival	S					
2 S Elm ST	c. 1935	Tudor Revival Cottage	C					
6 S Elm ST	c. 1935	Colonial Revival	C					
13 S Elm ST	1960s		NC					
14 S Elm ST	c. 1935	Colonial Revival	C					
18 S Elm ST	c. 1925	Dutch Colonial Revival	C					
21 S Elm ST	c. 1910	Craftsman	PC					
24 S Elm ST	c. 1915	Colonial Revival	C					
25 S Elm ST	c. 1900	Gable Front	PC					
29 S Elm ST	c. 1900	Queen Anne / Free Classic	S					
30 S Elm ST	c. 1940	Tudor Revival	C					
37 S Elm ST	c. 1900	Colonial Revival	PC					
38 S Elm ST	c. 1915	Craftsman	PC					
44 S Elm ST	1960s		NC					
45 S Elm ST	1950	Colonial Revival	NC					

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
321 S Elm ST	c. 1945	Colonial Revival	C					
324 S Elm ST	1916	Prairie	S	HS			IHSS, HHS	
332 S Elm ST	c. 1875	Italianate	PC	HS			IHSS	
333 S Elm ST	1990s		NC					
341 S Elm ST	c. 1915	Colonial Revival	C					
411 S Elm ST	1970s		NC					
417 S Elm ST	c. 1925	Colonial Revival	C				HHS	
424 S Elm ST	c. 1940	French Eclectic	C					
425 S Elm ST	c. 1935	French Eclectic	S	HS			IHSS	
620 S Elm ST	1970s		NC					
627 S Elm ST	c. 1925	Craftsman	S					
632 S Elm ST	c. 1935	Colonial Revival	S	HS			IHSS	
641 S Elm ST	c. 1925	French Eclectic	S					
642 S Elm ST	c. 1940	Colonial Revival	C					
704 S Elm ST	c. 1940	Colonial Revival	S					
711 S Elm ST	c. 1935	Colonial Revival	S					
712 S Elm ST	c. 1935	Colonial Revival	C					
717 S Elm ST	c. 1935	Tudor Revival	S					
720 S Elm ST	c. 1925	Renaissance Revival	S					
726 S Elm ST	c. 1925	Colonial Revival	S					
731 S Elm ST	c. 1940	Tudor Revival	S	HS			IHSS	
737 S Elm ST	1990s		NC					
740 S Elm ST	c. 1935	Art Deco	S	HS			IHSS	
114 E Fifth ST	c. 1890	Queen Anne	S					

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
115 E Fifth ST	c. 1880	L-Form	PC					
120 E Fifth ST	1863	Italianate / Gothic Revival	S	HS	Pearsall House		IHSS; HHS/plaque; Arch Gems; Arch Walks; HTB	
121 E Fifth ST	c. 1875	Italianate	PC	HS	Haskel House		Arch Walks; HTB	
127 E Fifth ST	1990s		NC					
132 E Fifth ST	1882	No Style	PC	HS	Bushnell House		HHS/plaque; Arch Walks	
135 E Fifth ST	1889	Queen Anne	S	HS	Cushing House		HHS/plaque; Arch Walks	
145 E Fifth ST	c. 1925	French Eclectic	S					
105 E First ST	1970s	Office	NC					
108 E First ST	c. 1910	Craftsman	C			Body Image		
114 E First ST	c. 1935	Tudor Revival / School	C		Grace Episcopal School	Grace Episcopal School		
115 E First ST	c. 1935	Colonial Revival	C					
120 E First ST	1885/1913	Gothic Revival / Church	S	HS	Grace Episcopal Church	Grace Episcopal Church	IHSS	
130 E First ST	1875	Italianate	S/NR	HS	Grace Episcopal Rectory/Sawyer House		IHSS, HHS/plaque; Arch Gems; Arch Walks; HTB	
139 E First ST	1946/1958	Modern / Church	S		Redeemer Lutheran Church	Redeemer Lutheran Church		
142 E First ST	1869	Italianate	S/NR	HS	Whitney, William House		NR; IHSS, HHS/plaque; Arch Gems; Arch Walks; HTB	
212 E First ST	c. 1925	Tudor Revival	S	HS			IHSS (214)	
215 E First ST	1990s		NC					

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
218 E First ST	c. 1940	Colonial Revival	S					
219 E First ST	1924	Dutch Colonial Revival	C	HS			Arch Gems	
225 E First ST	c. 1895	Colonial Revival	S					
230 E First ST	1898	Colonial Revival	S	HS	Butler, F. O. House		IHSS; HHS; Arch Walks	Ashby, G. W.
241 E First ST	1887	Queen Anne	S	HS	Clarke House		HHS/plaque; Arch Walks	
244 E First ST	1893	Colonial Revival	S	HS	Mitchell House		HHS/plaque; Arch Walks; HTB	Shepley, Rutan & Coolidge
305 E First ST	c. 1895	Colonial Revival	S	HS	Shaw House		Arch Walks; HTB	
306 E First ST	1890	Richardsonian Romanesque	S	HS	Grant House		IHSS; HHS/plaque; Arch Gems; Arch Walks	
316 E First ST	c. 1895	Dutch Colonial Revival	S	HS			IHSS	
317 E First ST	1888	Queen Anne	S	HS	Mihm House		HHS/plaque; Arch Walks	
326 E First ST	c. 1910		NC					
335 E First ST	c. 1890	Shingle	S					
336 E First ST	c. 1910	Prairie	S					
343 E First ST	1990s		NC					
344 E First ST	1906	Craftsman	S				HHS	
404 E First ST	1995		NC					
405 E First ST	1951	Colonial Revival / Church	NC					
414 E First ST	1904	Shingle	C	HS	Hinkley House		HHS; Arch Walks	
419 E First ST	c. 1920	Colonial Revival	S					
425 E First ST	c. 1910	Prairie	S	HS			IHSS	

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
428 E First ST	1905	Prairie	S				HHS	
435 E First ST	c. 1905	Colonial Revival	S					
436 E First ST	1990s		NC					
442 E First ST	1950s		NC					
104 E Fourth ST	1874	Queen Anne	C	HS	Eggleston House		HHS/plaque; Arch Walks, HTB	
112 E Fourth ST	c. 1880	L-Form	PC					
115 E Fourth ST	1990s		NC					
121 E Fourth ST	1882	Gable Front	C	HS			HHS/plaque; Arch Walks	
122 E Fourth ST	1887	Gable Front	PC	HS			HHS/plaque; Arch Walks	
126 E Fourth ST	c. 1915	Craftsman	C					
127 E Fourth ST	1990s		NC					
134 E Fourth ST	c. 1915	Craftsman	C					
138 E Fourth ST	c. 1890	Shingle	S					
148 E Fourth ST	c. 1910	Craftsman	S					
200 E Fourth ST	1970s		NC					
202 E Fourth ST	1886	Queen Anne	S	HS	Hinkley House		HHS/plaque; Arch Walks	
205 E Fourth ST	1990s		NC					
211 E Fourth ST	c. 1920		NC					
222 E Fourth ST	1960s		NC					
310 E Fourth ST	1980s		NC					
320 E Fourth ST	1960s		NC					

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
323 E Fourth ST	1905 or 1908	Prairie	S/NR	HS	Welles, E. P. House		IHSS; Arch Gems	Spencer & Powers
411 E Fourth ST	c. 1925	Colonial Revival Cottage	C					
412 E Fourth ST	1990s		NC					
419 E Fourth ST	c. 1925	Dutch Colonial Revival	C					
420 E Fourth ST	1970s		NC					
425 E Fourth ST	1990s		NC					
435 E Fourth ST	c. 1925	Colonial Revival	C					
441 E Fourth ST	1950s		NC					
444 E Fourth ST	1929	Tudor Revival	S	HS	Keig, Marshall House		Zook list; Arch Gems	Zook, R. Harold
445 E Fourth ST	1990s		NC					
448 E Fourth ST	1990s		NC					
23 S Garfield ST	c. 1890	Queen Anne	PC	HS	Bohlander Building		Arch Walks	
27 S Garfield ST	c. 1890	Queen Anne	S	HS	Bohlander Building		Arch Walks	
33 S Garfield ST	1903	Bungalow	C				HHS	
35 S Garfield ST	1903	Shingle	S	HS	Buchholz House		HHS; IDOT	
101 S Garfield ST	1954	Office	NC			Hinsdale Dental		
111 S Garfield ST	c. 1910	Bungalow	PC			Ann Newmann Interiors		
113-115 S Garfield ST	c. 1865	Greek Revival	PC			Len Bauer and Associates		
119 S Garfield ST	c. 1870	L-Form / Gothic Revival	S					
137 S Garfield ST	1882/1915-18	Gothic Revival / Tudor Revival Church	S	HS	Union Church of Hinsdale	Union Church	IHSS	
305 S Garfield ST	c. 1910	Colonial Revival	S	HS			IHSS	

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
321 S Garfield ST	c. 1865	Greek Revival	S	HS			IHSS	
415 S Garfield ST	c. 1935	Tudor Revival	S					
425 S Garfield ST	c. 1890	Colonial Revival	C					
431 S Garfield ST	c. 1880	L-Form	C					
505 S Garfield ST	1887	No Style	PC				HHS	
513 S Garfield ST	1885	Queen Anne	S	HS	Collins House		HHS/plaque; Arch Walks	
605 S Garfield ST	1872	No Style	PC	HS	Stocum House		HHS; Arch Walks; HTB	
617 S Garfield ST	1990s		NC					
629 S Garfield ST	c. 1945	Cape Cod	C					
631 S Garfield ST	1990s		NC					
639 S Garfield ST	1873	Italianate	S	HS	McIntyre, F. A. House		IHSS	
711 S Garfield ST	c. 1920	Colonial Revival	S					
714 S Garfield ST	c. 1895	Colonial Revival	S					
719 S Garfield ST	c. 1925	Colonial Revival	S					
724 S Garfield ST	1990s		NC					
725 S Garfield ST	c. 1895	Shingle	S					
730 S Garfield ST	c. 1940	Cape Cod	C					
735 S Garfield ST	c. 1915	Tudor Revival	S	HS			IHSS	
740 S Garfield ST	c. 1925	Classical Revival	S	HS			IDOT	
741 S Garfield ST	c. 1910	Craftsman / Classical	C					
305 Hillcrest AV	c. 1935	Colonial Revival	C					
318 Hillcrest AV	c. 1920	Spanish Colonial Revival	S	HS			IHSS	
322 Hillcrest AV	1960s		NC					

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
323 Hillcrest AV	c. 1935	Classical Revival	S	HS			IHSS (325)	
326 Hillcrest AV	c. 1945	No style	C					
336 Hillcrest AV	c. 1940	Colonial Revival	C					
342 Hillcrest AV	c. 1935	Renaissance Revival	S					
4 N Oak ST	c. 1925	Tudor Revival Cottage	C					
14 N Oak ST	c. 1910	Central Passage	C					
3 S Oak ST	1990s		NC					
4 S Oak ST	c. 1915	American Foursquare	C					
7 S Oak ST	1990s		NC					
8 S Oak ST	c. 1915	Craftsman	C					
13 S Oak ST	c. 1910	American Foursquare	C					
14 S Oak ST	c. 1915	Colonial Revival	S					
17 S Oak ST	c. 1910	American Foursquare	C					
23 S Oak ST	c. 1910	Prairie	S					
24 S Oak ST	c. 1915	Colonial Revival	PC					
30 S Oak ST	c. 1915	Craftsman	S					
31 S Oak ST	1990s		NC					
35 S Oak ST	c. 1910	Craftsman	S	HS			IHSS	
36 S Oak ST	1990s		NC					
136 S Oak ST	1912	Craftsman	S/NR	HS	Barfield, William G.		IHSS	
316 S Oak ST	1895	Colonial Revival	C	HS			HHS/plaque	
327 S Oak ST	1924	Tudor Revival Cottage	S	HS	Zook, R. Harold House		Zook list; Arch Gems	Zook, R. Harold
419 S Oak ST	c. 1915	Classical Revival	S	HS			IHSS	

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
422 S Oak ST	1925	Prairie	S/NR	HS			IHSS	
504 S Oak ST	1970s		NC					
511 S Oak ST	c. 1940	No style	C					
540 S Oak ST	1990s	Under construction	NC					
610 S Oak ST	1952	Ranch	NC/S					
611 S Oak ST	1950s	Colonial Revival	NC					
621 S Oak ST	1990s		NC					
627 S Oak ST	c. 1925	Tudor Revival	S					
630 S Oak ST	c. 1935	Colonial Revival	S					
635 S Oak ST	c. 1945	Colonial Revival	C					
711 S Oak ST	c. 1935	Colonial Revival	S	HS			IHSS	
716 S Oak ST	c. 1920	Classical Revival	S					
717 S Oak ST	1990s		NC					
727 S Oak ST		Vacant Lot	NC					
728 S Oak ST	c. 1925	French Eclectic	S					
735 S Oak ST	c. 1945	Colonial Revival	C					
740 S Oak ST	1990s		NC					
744 S Oak ST	1990s		NC					
745 S Oak ST	c. 1925	French Eclectic	S					
2 Orchard PL	1950s		NC					
3 Orchard PL	c. 1920	Dutch Colonial Revival	C					
10 Orchard PL	1960s		NC					
14 Orchard PL	1890	Queen Anne / Free Classic	S		Payne Residence		HHS	
15 Orchard PL	c. 1910	Craftsman Bungalow	PC					

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
17 Orchard PL	c. 1910	Craftsman	C					
21 Orchard PL	c. 1945	Colonial Revival	C					
22 Orchard PL	c. 1895	Queen Anne / Free Classic	C					
29 Orchard PL	c. 1875	Italianate	PC					
34 Orchard PL	1990s		NC					
35 Orchard PL	c. 1920	Dutch Colonial Revival	C					
40 Orchard PL	1970s		NC					
7 S Park AV	c. 1910	American Foursquare	C					
13 S Park AV	c. 1910	American Foursquare	C					
14 S Park AV	1888	Queen Anne	S	HS	Grabo, Herman House		HHS/plaque; Arch Walks; HTB	
17 S Park AV	c. 1895	Queen Anne / Free Classic	C					
18 S Park AV	c. 1940	Queen Anne / Free Classic	C					
23 S Park AV	1886	Colonial Revival	PC				HHS	
24 S Park AV	c. 1880	Queen Anne	C					
26 S Park AV	c. 1900	Colonial Revival	S					
29 S Park AV	1868	Gothic Revival	S	HS			HHS/plaque	
34 S Park AV	c. 1895	Queen Anne	PC					
37 S Park AV	c. 1925	Colonial Revival / Tudor	C					
39 S Park AV	1980s		NC					
45 S Park AV	c. 1940	Colonial Revival	C					
107 S Park AV	c. 1940	French Eclectic	S					
117 S Park AV	c. 1910	Prairie	S					
124 S Park AV	1950s		NC					

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
125 S Park AV	c. 1925	Colonial Revival	C					
133 S Park AV	c. 1935	Tudor Revival	C					
134 S Park AV	1904	Colonial Revival	S	HS	Root House		IHSS; Arch Walks	
135 S Park AV	1950s		NC					
154 S Park AV	1950s		NC					
301 S Park AV	1887	Shingle	S	HS	Landis House		HHS/plaque; Arch Gems; Arch Walks	
310 S Park AV	c. 1880	No Style	PC					
317 S Park AV	1872	No Style	C	HS	Stuart House		IHSS, HHS/plaque	
333 S Park AV	1884 or 1894	Queen Anne	S	HS	Knight, William House		IHSS; Arch Gems; Arch Walks; HTB	Flanders & Zimmerman
415 S Park AV	1886/c.1910	Craftsman	S	HS			HHS/plaque	
418 S Park AV	c. 1920	Craftsman	S					
420 S Park AV	1924	French Eclectic	S/NR	HS			IHSS; Arch Gems, IDOT	Pashley
425 S Park AV	c. 1940	Colonial Revival	PC					
506 S Park AV	c. 1910	Craftsman	S	HS			IHSS	
516 S Park AV	1910	Colonial Revival	C	HS			HHS; Arch Gems	
618 S Park AV	c. 1925	Colonial Revival	C					
619 S Park AV	1990s		NC					
623 S Park AV	c. 1885	Shingle	PC					
626 S Park AV	c. 1890	Shingle	S					
635 S Park AV	c. 1925	Tudor Revival	S	HS			IHSS	
640 S Park AV	c. 1925	Colonial Revival	C					
706 S Park AV	c. 1915	Tudor Revival	S/NR	HS			IHSS	

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
711 S Park AV	c. 1940	Colonial Revival	C					
714 S Park AV	c. 1915	Tudor Revival	S	HS			IHSS	
719 S Park AV	c. 1915	Craftsman	S					
722 S Park AV	c. 1935	Colonial Revival	C					
728 S Park AV	c. 1925	Classical Revival	C					
729 S Park AV	1990s		NC					
735 S Park AV	c. 1925	French Eclectic	C	HS			IHSS	
736 S Park AV	c. 1925	Tudor Revival	C					
312 Princeton RD	1990s		NC					
320 Princeton RD	1950s		NC					
512 Princeton RD	1970s		NC					
530 Princeton RD	1960s		NC					
2 E Seventh ST	1990s		NC					
16 E Seventh ST	1960s		NC					
26 E Seventh ST	1960s		NC					
30 E Seventh ST	1970s		NC					
110 E Seventh ST	1886	No Style	PC	HS			IHS/plaque	
115 E Seventh ST	1950s	Colonial Revival	NC					
121 E Seventh ST	c. 1925	French Eclectic	C					
122 E Seventh ST	1990s		NC					
127 E Seventh ST	c. 1925	French Eclectic	S					
135 E Seventh ST	c. 1940	French Eclectic	C					
210 E Seventh ST	1925	Spanish Colonial Revival	S	HS			IHSS	
219 E Seventh ST	c. 1940	Colonial Revival Cottage	S					

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
220 E Seventh ST	1990s		NC					
225 E Seventh ST	1950s		NC					
228 E Seventh ST	1990s		NC					
311 E Seventh ST	1990s		NC					
312 E Seventh ST	c. 1940	Colonial Revival	C					
321 E Seventh ST	c. 1935	Colonial Revival	C					
324 E Seventh ST	(1927)	Tudor Revival	S/NR	HS	Bassett and Washburn Boiler House		IHSS; DuPage County	
335 E Seventh ST	1927	Tudor Revival	S	HS			IHSS; IDOT	Zook, R. Harold
338 E Seventh ST	c. 1925	French Eclectic Cottage	S					
344 E Seventh ST	c. 1925	French Eclectic Cottage	S					
405 E Seventh ST	1927	Tudor Revival	S/NR	HS	Hiatt, Houston House		IHSS; Zook list; Arch Gems	Zook, R. Harold
420 E Seventh ST	1927	Mediterranean Revival	S/NR	HS			IHSS	
425 E Seventh ST	c. 1920	Colonial Revival	S	HS			IHSS	
430 E Seventh ST	c. 1935	Colonial Revival	C					
114 E Sixth ST	1990s		NC					
118 E Sixth ST	c. 1935	Colonial Revival	S					
124 E Sixth ST	c. 1910	American Foursquare	C					
132 E Sixth ST	c. 1925	Tudor Revival	S					
138 E Sixth ST	c. 1925	Colonial Revival	C	HS			IHSS	
144 E Sixth ST	c. 1920	Craftsman	S	HS			IHSS	
205 E Sixth ST	c. 1870	Italianate	S	HS	Cary House		IHSS; Arch Walks; HTB	

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
208 E Sixth ST	1926	Tudor Revival	S	HS	Everett Residence		IHSS; Arch Gems	Poole, Benjamin
217 E Sixth ST	1990s		NC					
218 E Sixth ST	c. 1925	Colonial Revival	C					
222 E Sixth ST	1892	Classical Revival	S/NR	HS	Merrill House		IHSS; IHHS; Arch Walks; HTB	
231 E Sixth ST	c. 1935	Colonial Revival	PC					
303 E Sixth ST	1960s		NC					
308 E Sixth ST	1927	Tudor Revival	S	HS			IHSS	
311 E Sixth ST	c. 1935	Colonial Revival Cottage	C					
316 E Sixth ST	c. 1925	Tudor Revival	S	HS			IHSS	
319 E Sixth ST	c. 1925	Renaissance Revival	C					
326 E Sixth ST	c. 1925	French Eclectic	S					
329 E Sixth ST	1899	Colonial Revival / Queen Anne	S/NR	HS	Basset House		IHSS; Arch Walks	
407 E Sixth ST	c. 1920	Colonial Revival	S	HS			IHSS	
414 E Sixth ST	c. 1935	Colonial Revival	C					
418 E Sixth ST	c. 1925	Craftsman	S	HS			IHSS	
422 E Sixth ST	c. 1935	Colonial Revival Cottage	C					
425 E Sixth ST	1864/c. 1935	Colonial Revival	S	HS	Robbins, William/Basset House "Woodside"		IHSS; IHLS; Arch Gems; Arch Walks; HTB; DuPage	
433 E Sixth ST	1950s		NC					
434 E Sixth ST			NC					
439 E Sixth ST	1937	Colonial Revival	C	HS	Prescott, Frank House		Zook list; Arch Gems	Zook, R. Harold
444 E Sixth ST	c. 1935	Colonial Revival	C					

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
448 E Sixth ST	1960s		NC					
453 E Sixth ST	c. 1925	Colonial Revival	C	HS			IHSS (449)	
118 E Third ST	1917	Craftsman	C				HHS	
119 E Third ST	c. 1885	No Style	PC					
122 E Third ST	1883	Queen Anne	S	HS			HHS/plaque	
127 E Third ST	1980s		NC					
130 E Third ST	1892	Queen Anne	S	HS	Collins House		HHS/plaque; Arch Walks	
205 E Third ST (not on map)	1950s		NC					
219 E Third ST	1890/1995	Queen Anne	NC					
222 E Third ST	1892	Queen Anne	S	HS	Phillips House		HHS/plaque; Arch Walks; HTB	
231 E Third ST	1910	Prairie	S/NR	HS	Truc, A. W. House		IHSS	Roberts, E. E.
234 E Third ST	c. 1895	Queen Anne / Free Classic	S	HS			IHSS	
241 E Third ST	1990s	Colonial Revival	NC					
242 E Third ST	1895	Classical Revival	S/NR	HS			IHSS	
306 E Third ST	c. 1910	Craftsman	S	HS			IHSS	
311 E Third ST	c. 1925	Colonial Revival	C					
316 E Third ST	c. 1925	Colonial Revival	C					
319 E Third ST	1890	Colonial Revival	C	HS	Holvencheid House		HHS/plaque; Arch Walks; HTB	
327 E Third ST	c. 1895	Colonial Revival	C					
334 E Third ST	c. 1915	Craftsman	S					

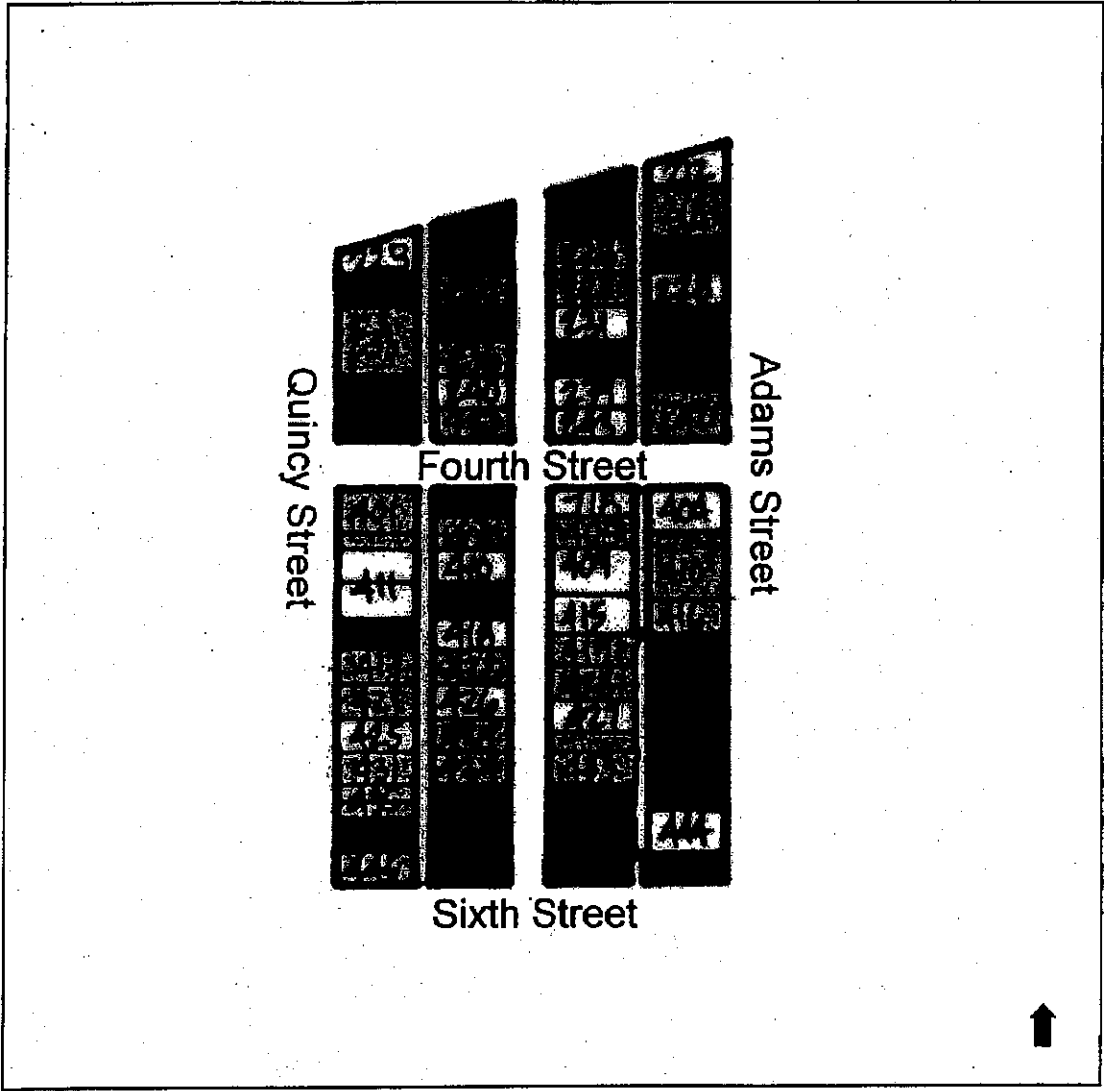
ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
337 E Third ST	1895	Colonial Revival	S	HS	Dean House		IHSS; HHS/plaque; Arch Walks	
348 E Third ST	c. 1925	Classical Revival	S					
406 E Third ST	c. 1925	Colonial Revival	S					
407 E Third ST	c. 1915	Craftsman	S					
411 E Third ST	1990s		NC					
417 E Third ST	1882 or 1895	Classical Revival	S	HS	Williams, H. House		IHSS; IHLS; HHS	Zook, R. Harold (1937 remodeling)
420 E Third ST	1950s		NC					
425 E Third ST	1893	Colonial Revival	S	HS	Raymond House		IHSS; HHS; Arch Walks; HTB	
430 E Third ST	1936	Tudor Revival	S	HS	Lapham, Robert P.		IHSS; Zook list; Arch Gems	Zook, R. Harold
433 E Third ST	c. 1910	Craftsman	S	HS			IHSS	
434 E Third ST	1928/1998	Tudor Revival	NC					Zook, R. Harold
441 E Third ST	c. 1910	Prairie	S	HS			IHSS	
511 E Third ST	1970s		NC					
522 E Third ST	1960s		NC					
525 E Third ST	c. 1925	Colonial Revival	C					
929 E Third ST	c. 1935	Mediterranean Revival	S					
539 E Third ST	1970s		NC					
605 E Third ST	c. 1935	Tudor Revival	S					
711 S Washington ST	c. 1915	Dutch Colonial Revival	C					
727 S Washington ST	1990s		NC					




ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
739 S Washington ST	1916	Craftsman	S	HS			IFSS	Barfield, William Gibson
424 Woodside AV	1950s		NC					
425 Woodside AV	1980s		NC					
440 Woodside AV	1990s		NC					
455 Woodside AV	1950s		NC					
526 Woodside AV	1950s		NC					
530 Woodside AV	c. 1935	Tudor Revival	S					
535 Woodside AV	1990s		NC					
545 Woodside AV	1990s		NC					

STOUGH HISTORIC DISTRICT



Base map, Courtesy of the Village of Hinsdale

-  Locally Significant (S) Buildings
-  Contributing (C) and Potentially Contributing (PC) Buildings
-  Non-contributing (NC) Buildings

HINSDALE RECONNAISSANCE SURVEY
HISTORIC CERTIFICATION CONSULTANTS, 1999

STOUGH HISTORIC DISTRICT

With such a wealth of large high-style buildings in the community it is easy to overlook neighborhoods of modest, vernacular type buildings. And because of the strong redevelopment pressures that exist today in Hinsdale, areas of small homes are a prime target for demolition and new construction. The Stough Historic District is a four block area within Stough's Second Addition of 1868, lying south of the railroad tracks in the southwestern part of Hinsdale. The larger area is generally characterized by modest, vernacular type houses on small lots from a range of time periods. Some are quite early from the 1870s, while the blocks farther south have many 1950s and 1960s houses mixed in between. As in the rest of Hinsdale, some small homes have already been demolished for larger new construction. The section selected for intensive study is the area that contains the best concentration of vernacular buildings in Hinsdale with the fewest non-contributing buildings in between.



425 South Quincy Street



212 South Adams Street



243 South Bruner Street

There are 65 principal structures in the Stough Historic District, of which 42 or 63% are either significant (18), contributing (17), or potentially contributing (7) to a historic

HINSDALE RECONNAISSANCE SURVEY
HISTORIC CERTIFICATION CONSULTANTS, 1999

district. 23 buildings are non-contributing to the historic district. The buildings range in construction dates from 1870 through the 1990s. The earliest building in the district is the 1875 Queen Anne House at 233 S. Quincy Street.

High styles represented include Tudor Revival houses and cottages (6), Craftsman Bungalows (5), and Colonial Revival houses and cottages (4). Predominant vernacular types include Bungalows (11), and Gable Front houses (4). There are no buildings that have been considered as eligible for individual listing on the National Register of Historic Places.

STOUGH HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
212 S Adams ST	c. 1910	American Foursquare	S					
218 S Adams ST	c. 1915	Bungalow	C					
224 S Adams ST	c. 1920	Bungalow	NC					
228 S Adams ST	c. 1880	Gable Front	S					
234 S Adams ST	1990s		NC					
238 S Adams ST	1950s		NC					
242 S Adams ST	c. 1915	Bungalow	C					
404 S Adams ST	c. 1935	Colonial Revival	S					
410 S Adams ST	c. 1910	American Foursquare	C					
416 S Adams ST	c. 1920	Bungalow	C					
422 S Adams ST	1990s		NC					
428 S Adams ST	1950s		NC					
432 S Adams ST	1960s		NC					
438 S Adams ST	1980s		NC					
444 S Adams ST	c. 1895	L-Form	S					
446 S Adams ST	1990s		NC					
217 S Bruner ST	1980s		NC					
220 S Bruner ST	c. 1915	Bungalow	NC					
223 S Bruner ST	c. 1935	Tudor Revival	PC					
224 S Bruner ST			NC					
227 S Bruner ST	c. 1915	L-Form	PC					
228 S Bruner ST	c. 1915	Bungalow	C					
231 S Bruner ST	c. 1915	Craftsman Bungalow	S					

STOUGH HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
232 S Bruner ST	c. 1915	Bungalow	NC					
235 S Bruner ST	1960s		NC					
236 S Bruner ST	c. 1915	Bungalow	C					
239 S Bruner ST	c. 1925	Tudor Revival Cottage	S					
240 S Bruner ST	c. 1915	Bungalow	S					
243 S Bruner ST	c. 1925	Tudor Revival Cottage	S					
402 S Bruner ST	1990s		NC					
405 S Bruner ST	c. 1925	No Style	C					
406 S Bruner ST	c. 1935	Colonial Revival	C					
409 S Bruner ST	c. 1915	Craftsman Bungalow	S					
410 S Bruner ST	e. 1910	Craftsman Bungalow	S					
414 S Bruner ST	1970s		NC					
415 S Bruner ST	c. 1925	Craftsman Bungalow	S					
418 S Bruner ST	c. 1890	Gable Front	S					
419 S Bruner ST	c. 1935	No Style	C					
422 S Bruner ST	c. 1890	L-Form	C					
423 S Bruner ST	c. 1925	Bungalow	C					
426 S Bruner ST	c. 1910	Bungalow	S					
427 S Bruner ST	c. 1925	Jerkinhead Cottage	S					
430 S Bruner ST	c. 1895	Gable Front	PC					
433 S Bruner ST	c. 1945	Ranch	C					
434 S Bruner ST	c. 1895	Gable Front	C					
438 S Bruner ST	1980s		NC					

STOUGH HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
439 S Bruner ST	1950s		NC					
441 S Bruner ST	1950s		NC					
718 W Fourth ST	c. 1925	Tudor Revival	S					
727 W Fourth ST	c. 1935	Tudor Revival Cottage	C					
743 W Fourth ST	1990s		NC					
223 S Quincy ST	1870	Italianate (Villa)	S	HS	Boerger, H. Residence		IHSS, HHS	
229 S Quincy ST	1990s		NC					
233 S Quincy ST	c. 1875	Queen Anne	PC					
401 S Quincy ST	c. 1920	No Style	PC					
411 S Quincy ST	c. 1935	Tudor Revival Cottage	S					
415 S Quincy ST	1980s		NC					
417 S Quincy ST	c. 1935	Dutch Colonial Revival	C					
421 S Quincy ST	c. 1935	Colonial Revival Cottage	C					
425 S Quincy ST	c. 1915	Craftsman Bungalow	S					
431 S Quincy ST	c. 1915	No Style	PC					
435 S Quincy ST	c. 1935	Colonial Revival Cottage	PC					
443 S Quincy ST	1950s		NC					
445 S Quincy ST	c. 1925	Craftsman	C					
727 W Sixth ST	1980s		NC					

SCATTERED SITES

In addition to the potential historic districts outlined above, buildings were identified throughout Hinsdale that are locally architecturally significant. There are 184 significant buildings on scattered sites. Of these, one may be eligible for individual listing on the National Register of Historic Places: the 1937 Tudor Revival, Earl Porter House at 20 Center Street designed by R. Harold Zook. Many of these buildings could be considered for individual local landmark designation. There are also 63 buildings that have been rated as non-contributing significant buildings. These are buildings less than 50 years old which possess architectural merit and may be potential landmarks in the future.

SCATTERED SITES

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
York at Spring	c. 1863	Greek Revival	S	HS	Ben Fuller House			
605 47th ST	c. 1875	L-Form	S					
312 E 55th ST	c. 1890	Queen Anne	S				HHS/moved	
40 E 55th ST	c. 1940	Minimal Traditional	S					
24 N Adams ST	c. 1915	Bungalow	S					
118 N Adams ST	c. 1940	Colonial Revival	S					
203 N Adams ST	c. 1940	Cape Cod	S					
204 N Adams ST	1947	Ranch / Colonial Revival	S					
210 N Adams ST	1949	Ranch / Colonial Revival	S					
222 N Adams ST	1937	Colonial Revival	S					
322 N Adams ST	c. 1945	French Eclectic	S					
436 N Adams ST	c. 1945	Tudor Revival	S					
520 N Adams ST	1955	Modern	NC/S					
8 S Adams ST	c. 1925	Bungalow	S					
108 S Adams ST	c. 1875	Italianate	S					
111 S Adams ST	c. 1875	Gable Front	S					
116 S Adams ST	c. 1935	Colonial Revival	S					
122 S Adams ST	1886	Gable Front	S	HS			HHS/plaque	
235 S Adams ST	c. 1890	Queen Anne	S					
411 S Adams ST	c. 1915	Craftsman Bungalow	S					
625 S Adams ST	c. 1940	Colonial Revival	S					
723 S Adams ST	c. 1935	Spanish Colonial Revival Cottage	S					
25 E Ayres ST	1896	Queen Anne	S	HS	Boetinger House		HHS; Arch Walks	

SCATTERED SITES

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
39 E Birchwood AV	1959	Ranch / Colonial Revival	NC/S					
16 W Birchwood AV	1980		NC/S					
21 W Birchwood AV	1950s	Modern	NC/S					
33 W Birchwood AV	1950s	Ranch / Colonial Revival	NC/S					
35 W Birchwood AV	c. 1940	Colonial Revival Cottage	S					
202 W Birchwood AV	1950s	Tudor Revival	NC/S					
210 W Birchwood AV	1974		NC/S					
215 W Birchwood AV	1977	Tudor Revival	NC/S					
225 W Birchwood RD	c. 1940	Ranch / Colonial Revival	S					
401 Birchwood RD	1953	Ranch / Modern	NC/S					
422 Birchwood RD	c. 1945	Art Moderne	S					
20 S Bodin ST	c. 1915	Craftsman Bungalow	S					
39 S Bodin ST	c. 1915	Craftsman Bungalow	S					
15 Bonnie Brae RD	c. 1940	French Eclectic	S					
16 Bonnie Brae RD	1958	Tudor Revival	NC/S					
201 Bonnie Brae RD	c. 1945	French Eclectic	S					
401 Bonnie Brae RD	1956	Split Level / Modern	NC/S					
307 Briargate TE - A		Log Cabin Gate House	S					
422 Briargate TE	c. 1940	Tudor Revival	S					
430 Briargate TE	1956	Split Level / Modern	NC/S					
10 S Bruner ST	c. 1910	Gable Front	S					
44 S Bruner ST	c. 1870	Italianate	S					
404 Canterbury CT	1956	Ranch / Modern	NC/S					
7 Center ST	c. 1920	Tudor Revival	S					

SCATTERED SITES

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
20 Center ST	1937	Tudor Revival	S/NR	HS	Porter, Earl House		IHSS; Zook list; Arch Gems	Zook, R. Harold
628 W Chestnut ST	c. 1885	Queen Anne	S					
19 E Chicago AV	1927	Colonial Revival / Government	S	HS	Hinsdale Memorial Building		IHSS; DuPage County	
441 E Chicago AV	c. 1875	Railroad Station / Stick	S	HS	Highlands Railroad Station	Highlands Railroad Station	IHSS	
615 W Chicago AV	c. 1935	Tudor Revival	S					
137 N Clay ST	1883	Gable Front	S	HS			HHS/plaque	
420 N Clay ST	1956	Contemporary	NC/S					
15 S Clay ST	1874	Italianate	S	HS	Chapin, Henry House	Hinsdale Historical Society	HHS/plaque; DuPage County	
411 S Clay ST	1951-52	Classical Revival / Church	S		St. Isaac Jogues Roman Catholic Church	St. Isaac Jogues Roman Catholic Church		
421 S Clay ST	1932	Classical Revival / School	S		St. Isaac Jogues School	St. Isaac Jogues School		
427 S Clay ST	1954	Classical Revival / Convent	S		St. Isaac Jogues Convent			
822 S Clay ST	1962	Modern	NC/S					
801 Cleveland RD	c. 1940	Tudor Revival	S					
855 Cleveland RD	c. 1925	Tudor Revival	S	HS			IHSS	
213 N County Line RD	c. 1910	American Foursquare	S					
223 N County Line RD	c. 1900	Gable Front Cottage	S					
228 N County Line RD	c. 1920	Craftsman	S					
303 N County Line RD	c. 1910	Gable Front	S					
326 N County Line RD	1952	Modern	NC/S					
340 N County Line RD	1950	Modern	NC/S					

SCATTERED SITES

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
416 N County Line RD	1951	Ranch	NC/S					
533 N County Line RD	c. 1945	Minimal Traditional	S					
719 S County Line RD	c. 1925	Tudor Revival	S	HS			IHSS	
801 S County Line RD	c. 1925	Tudor Revival	S					
807 S County Line RD	1962	Modern	NC/S					
841 S County Line RD	c. 1935	Tudor Revival	S	HS			IHSS	
5601 S County Line RD - A	c. 1925	Tudor Revival	S					
5900 S County Line RD	1950s	Ranch	NC/S					
5901 S County Line RD	1927	Tudor Revival	S	HS	Legge, Katherine Memorial Lodge		Zook list; Arch Gems	Zook, R. Harold
5901 S County Line RD - A	c. 1930	Sculpture	S					
5903 S County Line RD	c. 1935	Colonial Revival	S			Hinsdale Center for the Arts		
5907 S County Line RD	c. 1925	Barn	S					
6 E Eighth ST	c. 1935	Classical Revival	S					
24 E Eighth ST	c. 1925	Colonial Revival	S					
106 E Eighth ST	1888	Colonial Revival	S	HS	Matthews House		IHSS/plaque; Arch Walks; HTB	
120 E Eighth ST	1950	Ranch / Prairie	NC/S					
134 E Eighth ST	c. 1945	Colonial Revival	S					
223 W Eighth ST	c. 1925	Craftsman	S					
340 E Eighth ST	c. 1875	Italianate	S	HS			IHSS	
420 E Eighth ST	1947	Tudor Revival	S	HS	Medici, Howard House		IHSS; Zook list; Arch Gems	Zook, R. Harold
800 S Elm ST	c. 1935	Tudor Revival	S					
5526 S Elm ST	1950s	Ranch / Modern	NC/S					

SCATTERED SITES

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
33 E Fifth ST	1892	Queen Anne	PC	HS	Shinn/Crossette House		IHSS; HHS/plaque; Arch Walks; HTB	
306 W Fourth ST	1954	Classical Revival / Rectory	S		St. Isaac Jogues Rectory			
412 W Fourth ST	c. 1925	French Eclectic Cottage	S					
430 Fuller RD	1952	Ranch	NC/S					
520 N Garfield AVE	1869	Italianate	S	HS	Sawyer House		HHS/plaque; Arch Walks	
901 S Garfield ST	1950	Ranch	NC/S					
945 S Garfield ST	1962	Modern / Church	NC/S		Hinsdale United Methodist Church	Hinsdale United Methodist Church		
5700 S Garfield ST	c. 1900	American Foursquare	S					
24 N Grant ST	1910	Craftsman	S	HS			HHS	
138 N Grant ST	1921	Craftsman	S	HS			IDOT	Barfield, William G.
216 N Grant ST	c. 1920	Dutch Colonial Revival	S					
545 N Grant ST	c. 1945	Minimal Traditional	S					
550 N Grant ST	c. 1940	French Eclectic	S					
606 N Grant ST	1954	Raised Ranch	NC/S					
828 S Grant ST	c. 1945	Colonial Revival Cottage	S					
929 S Grant ST	1951	Ranch	NC/S					
933 S Grant ST	c. 1940	Art Deco	S					
938 S Grant ST	c. 1940	Tudor Revival Cottage	S					
655 Harding RD	c. 1940	Tudor Revival	S					
430 E Hickory ST	c. 1925	Craftsman	S					
445 E Hickory ST	1953	Ranch	NC/S					

SCATTERED SITES

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
723 W Hickory ST	1953	Split Level	NC/S					
737 W Hickory ST	1955	Split Level	NC/S					
128 Hillcrest AV	1953		NC/S					
715 S Jackson ST	c. 1910	Gable Front Cottage	S					
721 S Jackson ST	c. 1910	Bungalow	S					
831 Jefferson ST	1966		NC/S					
506 N Lincoln ST	c. 1910	Craftsman Bungalow	S					
510 N Lincoln ST	1911	Craftsman Bungalow	S				HHS	
632 N Lincoln ST	c. 1885	Gabled Ell	S	HS			IHSS	
636 N Lincoln ST	c. 1885	Gabled Ell	S					
812 S Lincoln ST	c. 1940	Colonial Revival	S					
819 S Lincoln ST	1935	Tudor Revival Cottage	S	HS			Arch Gems	
833 S Lincoln ST	c. 1940	Tudor Revival	S					
843 S Lincoln ST	c. 1940	Tudor Revival	S					
221 N Madison ST	c. 1935	Colonial Revival	S					
318 N Madison ST	c. 1910	Craftsman	S					
721 N Madison ST	1951	Ranch / Modern	NC/S					
830 N Madison ST	1960s	Contemporary/Modern	NC/S			Salt Creek Club		
935 N Madison ST	1952	Raised Ranch / Prairie	NC/S					
46 S Madison ST	1872	Gable Front	S	HS	1/2 Park (Hinsdale House) Hotel		HHS; DuPage County	
404 S Madison ST	c. 1900	Queen Anne	S					
436 S Madison ST	c. 1900	American Foursquare	S					
543 N Madison ST	c. 1915	Tudor Revival	S					

SCATTERED SITES

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
611 S Madison ST	1927	Classical Revival / School	S		Madison Public School	Madison School		
620 S Madison ST	c. 1910	Flats	S					
708 S Madison ST	c. 1905	Gable Front	S					
505 W Maple ST	c. 1935	Colonial Revival	S					
543 W Maple ST	1906	Tudor Revival	S				HHS	
628 W Maple ST	c. 1915	Craftsman	S					
638 W Maple ST	c. 1935	Tudor Revival Cottage	S					
642 W Maple ST	c. 1935	Tudor Revival Cottage	S					
646 W Maple ST	c. 1935	Tudor Revival Cottage	S					
743 McKinley LN	c. 1940	French Eclectic	S					
807 McKinley LN	c. 1940	Tudor Revival	S					
808 McKinley LN	c. 1925	Tudor Revival	S					
800 Merrillwoods RD		Mediterranean Revival	NC/S					
534 Mills ST	1958	Raised Ranch	NC/S					
206 N Monroe ST	c. 1925	Dutch Colonial Revival	S					
220 N Monroe ST	c. 1935	Colonial Revival	S					
306 N Monroe ST	1941	Colonial Revival	S	HS	Goal, George W. House		Zook list; Arch Gems	Zook, R. Harold
5 S Monroe ST	c. 1915	Craftsman Bungalow	S					
12 S Monroe ST	c. 1910	American Foursquare	S					
21 S Monroe ST	c. 1915	Craftsman	S					
24 S Monroe ST	c. 1920	Dutch Colonial Revival	S					
32 S Monroe ST	c. 1890	Gable Front	S					
230 S Monroe ST	c. 1915	Bungalow	S					

SCATTERED SITES

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
425 S Monroe ST	1907	American Foursquare	S				HHS	
802 S Monroe ST	1956	Ranch	NC/S					
431 E Ninth ST	1946	Ranch / Craftsman	S					
325 W Ninth ST	1959	Ranch	NC/S					
421 W North ST	1940		S					
543 W North ST	1946	Ranch	S					
642 W North ST	c. 1945	Colonial Revival	S					
723 W North ST	1884	L-Form	S	HS	Gordon House		HHS/plaque	
135 N Oak ST	c. 1940	Gothic Revival	S			Hinsdale Family Medicine Center		
317 N Oak ST	1950	Minimal Traditional	NC/S					
345 N Oak ST	c. 1935	Colonial Revival	S					
419 N Oak ST	1950	Ranch	NC/S					
602 N Oak ST	c. 1925	Tudor Revival Cottage	S					
811 N Oak ST	c. 1915	Bungalow	S					
950 S Oak ST	1952-57	Modern / School	NC/S		Oak Public School	Oak School		
836 S Park AV	c. 1945	Colonial Revival	S					
910 S Park AV	1950s	Modern	NC/S					
5501 S Park AV	1950s	Ranch	NC/S					
218 Phillippa ST	c. 1910	Gable Front Cottage	S					
233 Phillippa ST	c. 1915	Craftsman Bungalow	S					
719 Phillippa ST	1950s	Ranch	NC/S					
812 Phillippa ST	1950s	Tudor Revival Cottage	NC/S					
12 N Quincy ST	1959	Contemporary	NC/S					

SCATTERED SITES

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
413 N Quincy ST	1956	Contemporary/Modern	NC/S					
447 N Quincy ST	1964	Contemporary	NC/S					
17 S Quincy ST	c. 1900	Queen Anne	S					
42 S Quincy ST	c. 1920	Craftsman	S					
117 S Quincy ST	c. 1910	Bungalow	S					
735 S Quincy ST	c. 1935	Tudor Revival	S					
327 Ravine RD	1948	Raised Ranch	S					
541 E Seventh ST	c. 1945	Ranch / Colonial Revival	S					
707 E Seventh ST	c. 1925	Tudor Revival	S					
741 E Seventh ST	c. 1935	Tudor Revival	S					
605 E Sixth ST	1951	Ranch / Prairie	NC/S					
615 E Sixth ST	1950s	Ranch / Colonial Revival	NC/S					
405 W Sixth ST	c. 1925	Craftsman / Renaissance Revival	S					
35 Springlake AV	c. 1935	Tudor Revival	S					
25 S Stough ST	c. 1935	Tudor Revival	S					
114 S Stough ST	1891	Shingle	S	HS	Raftree Residence		IHSS, HHS/plaque	
109 Symonds DR	1940	Classical Revival / Post Office	S		United States Post Office - Hinsdale, IL			
130 Symonds DR	1928	Classical Revival / Well House	S		Well Number 3			
217-A Symonds DR	1925	Classical Revival	S	HS	Hinsdale Water Softening & Pumping Plant	Hinsdale Water Plant	IHSS	
217-B Symonds DR	1924	Classical Revival / Well House	S		Well Number 2			
701 Taft RD	1960s	Modern	NC/S					Keck and Keck, 1971 addition

SCATTERED SITES

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
707 Taft RD	c. 1940	Tudor Revival	S					
712 Taft RD	c. 1925	Tudor Revival	S					
810 Taft RD	c. 1925	Tudor Revival	S	HS			IHSS	
820 Taft RD	c. 1945	Classical Revival	S	HS			IHSS (822)	
827 Taft RD	c. 1935	Tudor Revival	S					
304 The Lane	1955	Ranch / Modern	NC/S					
407 The Lane	c. 1940	Dutch Colonial Revival	S					
616 The Lane	1969	Modern	NC/S					
807 The Pines	c. 1935	Tudor Revival	S					
815 The Pines	1932	Tudor Revival	S	HS			Arch Gems	Zook, R. Harold
821 The Pines	1932	Tudor Revival	S	HS	Kubat, Frank House		Zook list	Zook, R. Harold
824 The Pines	1930	Tudor Revival	S	HS	Beatty, Colwell House		Zook list; Arch Gems	Zook, R. Harold
2 S Thurlow ST	c. 1925	Bungalow / Chicago	S					
9 S Thurlow ST	c. 1920	Dutch Colonial Revival	S					
10 S Thurlow ST	c. 1915	Craftsman Bungalow	S					
13 S Thurlow ST	1926	Craftsman Bungalow	S				HHS	
14 S Thurlow ST	c. 1915	Craftsman Bungalow	S					
26 S Thurlow ST	c. 1915	Craftsman Bungalow	S					
45 S Thurlow ST	c. 1920	Dutch Colonial Revival	S					
421 S Thurlow ST	c. 1900	Gable Front with Bay	S					
18 N Vine ST	c. 1870	Italianate	S					
132 N Vine ST	1882	L-Form	S	HS			HHS/plaque	
304 N Vine ST	1934	Colonial Revival	S	HS	Burns Field Shelter		Zook list	Zook, R. Harold

SCATTERED SITES

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
504 N Vine ST	1959	Ranch	NC/S					
510 N Vine ST	1955	Ranch / Tudor Revival	NC/S					
546 N Vine ST	1960	Contemporary	NC/S					
444 S Vine ST	c. 1935	French Eclectic Cottage	S					
932 S Vine ST	1950	Modern	NC/S					
948 S Vine ST	c. 1915	Prairie	S					
244 E Walnut ST	c. 1910	Prairie	S					
403 Warren TE	1954	Ranch	NC/S					
412 Warren TE	1954	Modern	NC/S					
526 N Washington ST	c. 1890	Shingle	S					
560 N Washington ST	c. 1920	Prairie / Craftsman	S					
640 N Washington ST	c. 1910	Colonial Revival	S				HHS	
800 N Washington ST	1974	Modern	NC/S					
820 N Washington ST	1949	Modern	S	HS	Hendrickson, Edward House		Zook list; Arch Gems	Zook, R. Harold
844 S Washington ST	c. 1925	Colonial Revival	S					
5601 S Washington ST	c. 1925	Bungalow	S					
5628 S Washington ST	c. 1940	Minimal Traditional	S					
4 S Washington Circle	c. 1940	Tudor Revival	S					
20 S Washington Circle	c. 1940	French Eclectic	S					
36 S Washington Circle	c. 1940	Colonial Revival	S					
44 S Washington Circle	c. 1940	Colonial Revival Cottage	S					
710 Wilson LN	1957	Modern	NC/S					
510 Woodland AV	1948	Tudor Revival	S	IIS	Marquardt, George W. House		Zook list; Arch Gems	Zook, R. Harold

SCATTERED SITES

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
566 Woodland AV	1923	Spanish Colonial Revival	S	HS	Lyford, Philip House		Zook list; Arch Gems; IHSS	Zook, R. Harold
708 Woodland AV	1952	Ranch	NCS					



AGENDA SECTION: Consent – ACA
SUBJECT: Accounts Payable-Warrant #1722
MEETING DATE: July 14, 2020
FROM: Darrell Langlois, Finance Director *DL*

Recommended Motion

Approve payment of the accounts payable for the period of June 15, 2020 through July 14, 2020 in the aggregate amount of \$3,291,461.97 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 #1722 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

1. Warrant Register #1722

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1722

FOR PERIOD June 15, 2020 through July 14, 2020

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$3,291,461.97 reviewed and approved by the below named officials.

APPROVED BY Darrell J Langlois DATE 7/9/20
VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
#1722
Summary By Fund

General Fund	100	650,641.25	171,993.99	822,635.24
Capital Project Fund	400	801,086.69	-	801,086.69
Water & Sewer Operations	600	480,084.10	-	480,084.10
Water & Sewer Capital	620	688,820.04	-	688,820.04
Escrow Funds	720	152,785.00	-	152,785.00
Payroll Revolving Fund	740	11,865.99	334,172.16	346,038.15
Library Operating Fund	900	12.75	-	12.75
Total		2,785,295.82	506,166.15	3,291,461.97

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1722



Electronic Federal Tax Payment Systems			
6/26/2020	Village Payroll #13 - Calendar 2020	FWH/FICA/Medicare	\$ 87,247.89
7/10/2020	Village Payroll #14 - Calendar 2020	FWH/FICA/Medicare	\$ 93,396.79
Illinois Department of Revenue			
6/26/2020	Village Payroll #13 - Calendar 2020	State Tax Withholding	\$ 18,167.25
7/10/2020	Village Payroll #14 - Calendar 2020	State Tax Withholding	\$ 19,362.97
ICMA - 457 Plans			
6/26/2020	Village Payroll #13 - Calendar 2020	Employee Withholding	\$ 18,100.62
7/10/2020	Village Payroll #14 - Calendar 2020	Employee Withholding	\$ 18,155.75
HSA PLAN CONTRIBUTION			
6/26/2020	Village Payroll #13 - Calendar 2020	Employer/Employee Withholding	\$ 1,185.94
7/10/2020	Village Payroll #14 - Calendar 2020	Employer/Employee Withholding	\$ 4,185.94
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ 171,993.99
Illinois Municipal Retirement Fund		Employer/Employee	\$ 74,369.01
Total Bank Wire Transfers and ACH Payments			<u>\$ 506,166.15</u>

ipbc-general	171,993.99
payroll	<u>334,172.16</u>
	506,166.15



Warrant Register 1722

Invoice	Description	Invoice/Amount
U S POSTAL SERVICE		
061720	PERMIT #19-JUNE2020	2,000.00
	Check Date 6/22/2020 Total For Check # 106240	2,000.00
BMO HARRIS BANK N.A. PYMT		
053120	MISC CHARGES-MAY2020	49.00
053120	MISC CHARGES-MAY2020	384.00
053120	MISC CHARGES-MAY2020	149.90
053120	MISC CHARGES-MAY2020	41.90
053120	MISC CHARGES-MAY2020	152.83
053120	MISC CHARGES-MAY2020	75.99
053120	MISC CHARGES-MAY2020	42.50
053120	MISC CHARGES-MAY2020	64.00
053120	MISC CHARGES-MAY2020	599.99
053120	MISC CHARGES-MAY2020	16.99
053120	MISC CHARGES-MAY2020	39.70
053120	MISC CHARGES-MAY2020	179.97
053120	MISC CHARGES-MAY2020	5.00
053120	MISC CHARGES-MAY2020	27.72
053120	MISC CHARGES-MAY2020	15.96
053120	MISC CHARGES-MAY2020	19.49
053120	MISC CHARGES-MAY2020	7.00
053120	MISC CHARGES-MAY2020	90.00
053120	MISC CHARGES-MAY2020	65.86
053120	MISC CHARGES-MAY2020	46.95
053120	MISC CHARGES-MAY2020	48.72
053120	MISC CHARGES-MAY2020	84.66
053120	MISC CHARGES-MAY2020	36.90
053120	MISC CHARGES-MAY2020	21.50
053120	MISC CHARGES-MAY2020	155.40
053120	MISC CHARGES-MAY2020	114.48
053120	MISC CHARGES-MAY2020	73.83
053120	MISC CHARGES-MAY2020	44.60
053120	MISC CHARGES-MAY2020	35.64
053120	MISC CHARGES-MAY2020	19.99
053120	MISC CHARGES-MAY2020	68.51
053120	MISC CHARGES-MAY2020	29.69
053120	MISC CHARGES-MAY2020	37.41



Warrant Register 1722

Invoice	Description	Invoice/Amount
053120	MISC CHARGES-MAY2020	26.17
053120	MISC CHARGES-MAY2020	17.65
053120	MISC CHARGES-MAY2020	111.37
053120	MISC CHARGES-MAY2020	82.88
053120	MISC CHARGES-MAY2020	298.08
053120	MISC CHARGES-MAY2020	41.30
053120	MISC CHARGES-MAY2020	14.86
053120	MISC CHARGES-MAY2020	150.00
053120	MISC CHARGES-MAY2020	750.00
053120	MISC CHARGES-MAY2020	262.79
053120	MISC CHARGES-MAY2020	390.86
053120	MISC CHARGES-MAY2020	85.00
	Check Date 6/22/2020 Total For Check # 106241	5,077.04
AMERICAN EXPRESS		
8-03003-061020	MISC CHARGES-MAY2020	49.95
8-03003-061020	MISC CHARGES-MAY2020	2,587.00
8-03003-061020	MISC CHARGES-MAY2020	0.99
8-03003-061020	MISC CHARGES-MAY2020	35.00
8-03003-061020	MISC CHARGES-MAY2020	-0.86
	Check Date 6/25/2020 Total For Check # 106242	2,672.08
AT & T		
63032338639258	VEECK PARK-WP 5/14-6/13	321.44
	Check Date 6/25/2020 Total For Check # 106243	321.44
COMCAST		
8771201110009242	POLICE/FIRE 6/16-7/15	69.78
8771201110009242	POLICE/FIRE 6/16-7/15	69.77
	Check Date 6/25/2020 Total For Check # 106244	139.55
CONSTELLATION NEWENERGY		
2922801	GAS CHARGES 5/1-5/31/2020	241.35
2922801	GAS CHARGES 5/1-5/31/2020	241.35
2922801	GAS CHARGES 5/1-5/31/2020	181.04
2922801	GAS CHARGES 5/1-5/31/2020	558.91
2922801	GAS CHARGES 5/1-5/31/2020	263.89
2922801	GAS CHARGES 5/1-5/31/2020	418.11
	Check Date 6/25/2020 Total For Check # 106245	1,904.65
HOME DEPOT CREDIT SERVICE		
MAY2020	MISC HARDWARE	74.97



Warrant Register 1722

Invoice	Description	Invoice/Amount
MAY2020	MISC HARDWARE	45.97
MAY2020	MISC HARDWARE	58.56
MAY2020	MISC HARDWARE	23.67
MAY2020	MISC HARDWARE	32.80
MAY2020	MISC HARDWARE	39.98
Check Date 6/25/2020 Total For Check # 106246		275.95
AFLAC-FLEXONE		
062520	AFLAC CONTRIBUTIONS	270.51
062520	AFLAC CONTRIBUTIONS	190.88
062520	AFLAC CONTRIBUTIONS	385.26
Check Date 6/25/2020 Total For Check # 106247		846.65
NATIONWIDE RETIREMENT SOL		
062520	NATIONWIDE 457 CONTRIBUTIONS	631.19
Check Date 6/25/2020 Total For Check # 106248		631.19
NATIONWIDE TRUST CO FSB		
062520	PEHP PLAN CONTRIBUTIONS	285.82
062520	PEHP PLAN CONTRIBUTIONS	2,339.81
062520	PEHP PLAN CONTRIBUTIONS	658.53
Check Date 6/25/2020 Total For Check # 106249		3,284.16
STATE DISBURSEMENT UNIT		
062520	CHILD SUPPORT	230.77
Check Date 6/25/2020 Total For Check # 106250		230.77
VSP ILLINOIS - 30048087		
062520	VSP VISION INSURANCE PREMIUMS	134.33
062520	VSP VISION INSURANCE PREMIUMS	395.46
Check Date 6/25/2020 Total For Check # 106251		529.79
5 STAR SOCCER CAMPS, INC		
62620	YOUTH SOCCER	3,200.00
62720	YOUTH SOCCER	2,200.00
Check Date 7/14/2020 Total For Check # 106252		5,400.00
A BLOCK MARKETING INC		
ME00040465	WOOD CHIP DISPOSAL	30.00
ME0042703	WOOD CHIP DISPOSAL	30.00
LC00022768	LOG DISPOSAL	30.00
LC00022249	LOG DISPOSAL	30.00
ME00046256	WOOD CHIP DISPOSAL	30.00
Check Date 7/14/2020 Total For Check # 106253		150.00



Warrant Register 1722

Invoice	Description	Invoice/Amount
A PLUS EXHAUST HOOD &		
16198	HOOD CLEANING CONCESSION STAND	255.00
	Check Date 7/14/2020 Total For Check # 106254	255.00
ABBOTT, TIFFANY		
062420	POOL STAFF FACE MASKS	900.00
	Check Date 7/14/2020 Total For Check # 106255	900.00
AKRYLIX LLC		
37217	COVID-19 GLASS SHIELD CLEANER	35.00
37214	CUSTOM SHIELDS	1,002.00
	Check Date 7/14/2020 Total For Check # 106256	1,037.00
ALEXANDER EQUIPMENT		
166702	CHAINSAW SUPPLIES	202.69
	Check Date 7/14/2020 Total For Check # 106257	202.69
ALKAYE MEDIA GROUP		
070120	MOVIES IN PARK SUMMER 2020	895.00
	Check Date 7/14/2020 Total For Check # 106258	895.00
AMERICAN BACKFLOW INC		
24239	ANNUAL TESTING	98.91
24239	ANNUAL TESTING	98.91
24239	ANNUAL TESTING	593.46
24239	ANNUAL TESTING	65.94
24239	ANNUAL TESTING	1,318.80
	Check Date 7/14/2020 Total For Check # 106259	2,176.02
ATHLETIC FIELD SUPPLY		
17076	FIELD PAINT	2,085.00
	Check Date 7/14/2020 Total For Check # 106260	2,085.00
ATLAS BOBCAT LLC		
BH3256	CYLINDER & BRUSHINGS #93	1,025.46
BH3509	BOBTACH REPAIR KITS #93	239.89
	Check Date 7/14/2020 Total For Check # 106261	1,265.35
BACKGROUNDS ONLINE		
523646	PARKS/POOL/PUB SVC BACKGROUND	909.10
	Check Date 7/14/2020 Total For Check # 106262	909.10
BAECORE GROUP		
153-12	PAYROLL PROCESSING CONSULT	6,795.00
153-12	PAYROLL PROCESSING CONSULT	495.00



Warrant Register 1722

Invoice	Description	Invoice/Amount
	Check Date 7/14/2020 Total For Check # 106263	7,290.00
BAILEY, CAROL E		
108	GENTLE YOGA	182.00
109	VINYASA YOGA	91.00
	Check Date 7/14/2020 Total For Check # 106264	273.00
BALAZS, STEVEN J		
070820	JULY 2020 LUNCH ON LAWN	600.00
	Check Date 7/14/2020 Total For Check # 106265	600.00
BALDINELLI'S PIZZA		
200203-06-14	MEALS FOR OFFICERS	47.00
200111-07-7	MEALS FOR OFFICERS	73.25
200205-07-7	MEALS FOR OFFICERS	103.75
200425-06-17	MEALS FOR OFFICERS	60.48
200426-06-3	MEALS FOR OFFICERS	60.48
200428-06-6	MEALS FOR OFFICERS	80.73
200309-06-11	MEALS FOR OFFICERS	41.76
200601-06-12	MEALS FOR OFFICERS	132.50
	Check Date 7/14/2020 Total For Check # 106266	599.95
BRAVO SERVICES, INC		
3	LOCKER ROOMS-AWARDED ENTIRE CONTRACT	1,950.00
2	CONTRACT CLEANING VILL BUILDINGS VOB APPR 3/16/20	1,250.00
2	CONTRACT CLEANING VILL BUILDINGS VOB APPR 3/16/20	1,200.00
2	CONTRACT CLEANING VILL BUILDINGS VOB APPR 3/16/20	2,750.00
2	CONTRACT CLEANING VILL BUILDINGS VOB APPR 3/16/20	650.00
	Check Date 7/14/2020 Total For Check # 106267	7,800.00
BULLSEYE TELECOM		
36562022	PHONE CHARGES-JUNE2020	686.50
36562022	PHONE CHARGES-JUNE2020	71.08
36562022	PHONE CHARGES-JUNE2020	66.48
36562022	PHONE CHARGES-JUNE2020	266.03
36562022	PHONE CHARGES-JUNE2020	66.48
36562022	PHONE CHARGES-JUNE2020	592.16
36562022	PHONE CHARGES-JUNE2020	365.93
36562022	PHONE CHARGES-JUNE2020	71.08
36562022	PHONE CHARGES-JUNE2020	66.48



Warrant Register 1722

Invoice	Description	Invoice/Amount
36562022	PHONE CHARGES-JUNE2020	137.56
36562022	PHONE CHARGES-JUNE2020	44.65
	Check Date 7/14/2020 Total For Check # 106268	2,434.43
BUTTREY RENTAL SERVICE IN		
285806	GENERATOR RENTAL DRIVE IN MOVIE	204.00
	Check Date 7/14/2020 Total For Check # 106269	204.00
CALEA		
INV33876	CALEA REACCREDITATION FEES	4,745.00
	Check Date 7/14/2020 Total For Check # 106270	4,745.00
CALL ONE		
266341	PHONE CHARGES-JUNE20	686.67
266341	PHONE CHARGES-JUNE20	3,478.36
266341	PHONE CHARGES-JUNE20	221.46
266341	PHONE CHARGES-JUNE20	140.87
266341	PHONE CHARGES-JUNE20	159.13
266341	PHONE CHARGES-JUNE20	139.88
	Check Date 7/14/2020 Total For Check # 106271	4,826.37
CAPRIO PRISBY ARCHITECTUA		
1557	KLM WARMING HUT ADD/HPTA APPROVED	4,184.01
1542	KLM WARMING HUT ADDITION	1,519.01
	Check Date 7/14/2020 Total For Check # 106272	5,703.02
CARROT-TOP INDUSTRIES,IN		
46157700	REPLACE US FLAG	248.83
	Check Date 7/14/2020 Total For Check # 106273	248.83
CCP INDUSTRIES INC		
IN02539179	PPE EAR PLUGS	71.48
IN02539178	FACE MASKS FOR PUB SVC	435.08
	Check Date 7/14/2020 Total For Check # 106274	506.56
CDW-GOVERNMENT INC.		
XWP9341	DUAL STANDS	146.00
XZF5914	TRI STANDS	326.00
	Check Date 7/14/2020 Total For Check # 106275	472.00
CHICAGO TRIBUNE SUBSCRIPT		
20097644	SUBSCRIPTION THRU 12/28/20	188.50
	Check Date 7/14/2020 Total For Check # 106276	188.50
CINTAS CORPORATION 769		
5017437885	MEDICAL CABINET SUPPLIES	177.74



Warrant Register 1722

Invoice	Description	Invoice/Amount
5017437883	REPLENISH FIRST AID	215.19
4051732244	MATS & TOWEL SVC MAY	22.85
4051732244	MATS & TOWEL SVC MAY	27.42
4051732244	MATS & TOWEL SVC MAY	21.39
4051732244	MATS & TOWEL SVC MAY	12.15
4051732244	MATS & TOWEL SVC MAY	46.07
4051732244	MATS & TOWEL SVC MAY	42.97
4052834941	MAT & TOWEL SVC	22.85
4052834941	MAT & TOWEL SVC	27.42
4052834941	MAT & TOWEL SVC	21.39
4052834941	MAT & TOWEL SVC	12.15
4052834941	MAT & TOWEL SVC	46.07
4052834941	MAT & TOWEL SVC	42.97
4054076847	MATS & TOWEL SERVICE	22.85
4054076847	MATS & TOWEL SERVICE	27.42
4054076847	MATS & TOWEL SERVICE	21.39
4054076847	MATS & TOWEL SERVICE	12.15
4054076847	MATS & TOWEL SERVICE	46.07
4054076847	MATS & TOWEL SERVICE	42.97
Check Date 7/14/2020 Total For Check # 106277		911.48
CLARENDON HILLS FIRE DEPT		
00584015	5/31/19 I-294 HAZMAT RESPONSE MUTUAL AID	2,886.75
Check Date 7/14/2020 Total For Check # 106278		2,886.75
CLARK BAIRD SMITH LLP		
12587	LEGAL-FILE/LABOR GENERAL APR	5,305.00
Check Date 7/14/2020 Total For Check # 106279		5,305.00
CLARKE ENVIRONMENT		
001010594	CONTRACT MOSQUITO ABATEMENT	13,874.00
001011666	CONTRACT MOSQUITO ABATEMENT	13,874.00
Check Date 7/14/2020 Total For Check # 106280		27,748.00
COEO SOLUTIONS		
1035816	FIBER INTERNET CONNECTION	1,268.99
Check Date 7/14/2020 Total For Check # 106281		1,268.99
COMCAST		
8771201110037136	POOL-7/4-8/3/20	148.35
Check Date 7/14/2020 Total For Check # 106282		148.35



Warrant Register 1722

Invoice	Description	Invoice/Amount
COMED		
0015093062	57TH STREET	100.16
0075151076	ELEANOR PARK	521.95
0203065105	CHESTNUT PARKING	33.78
0381057101	CLOCK TOWER	25.21
0395122068	STREET LIGHTS	40.97
0417073048	314 SYMONDS DR	169.12
0471095066	FOUNTAIN	189.33
0427019145	CAMERA 989/TAFT RD	29.68
0499147045	BURLINGTON PARK	27.46
0639032045	ROBBINS PARK	19.80
0697168013	STREET LIGHTS	25.80
0795341007	YOUTH CENTER	9.80
0825110049	PD CAMERA/440 E OGDEN	30.82
1107024145	LANDSCAPE LIGHTS 650	26.70
1993023010	RADIO EQUIPMENT FD	20.13
2378029015	WASHINGTON	38.84
2425068008	VEECK PARK	227.15
3454039030	VEECK PARK-WP	1,040.45
6583006139	BURLINGTON PARK	36.07
7011157008	NS CBQ RR	27.92
7011378007	PIERCE PARK	194.54
7011481018	WALNUT STREET	26.04
7093551008	KLM LODGE	748.60
7093551008	KLM LODGE	187.15
7261620005	SAFETY TOWN	20.35
8521083007	ROBBINS PARK	411.12
Check Date 7/14/2020 Total For Check # 106283		4,228.94
COMED		
8521342001	TRAIN STATION	260.54
8521400008	WATER PLANT	34.99
8605174005	BROOK PARK	74.47
8605437007	POOL	514.47
8689206002	ELEANOR PARK	34.22
8689480008	STOUGH PARK	19.39
8689640004	BURNS FIELD	28.05
Check Date 7/14/2020 Total For Check # 106284		966.13



Warrant Register 1722

Invoice	Description	Invoice/Amount
COMMERCIAL COFFEE SERVICE		
158166	PUBLIC SERVICES COFFEE	117.00
	Check Date 7/14/2020 Total For Check # 106285	117.00
COMMUNICATIONS DIRECT		
IN157424	NEW STARCOM CHARGER-E85	412.00
SR120470	REPLACE STAR COM RADIO/CHARGE	40.00
SR120470	REPLACE STAR COM RADIO/CHARGE	325.00
	Check Date 7/14/2020 Total For Check # 106286	777.00
CONNEY SAFETY		
5855712	GLOVES	153.20
	Check Date 7/14/2020 Total For Check # 106287	153.20
CONSTELLATION NEWENERGY		
17472427901	908 ELM 4/17-5/18/20	130.11
17472647301	TRANSFORMER 4/17-5/18/20	1,806.65
17697316401	908 ELM 5/18-6/17-20	600.26
17697328601	TRANSFORMER-5/18 TO 6/17/20	1,454.03
17717162001	53 VILLAGE PL-5/16-6/16/20	298.65
	Check Date 7/14/2020 Total For Check # 106288	4,289.70
CORE & MAIN LP		
M267688	MAGGIE LOCATOR	625.00
M386709	WATER SVC TAPPING MATERIAL	3,724.77
M386990	1" IPERL METERS	2,124.00
	Check Date 7/14/2020 Total For Check # 106289	6,473.77
COVE REMEDIATION, LLC		
20-172500	REMOVAL ABESTOS INSULATION	350.00
20-172500	REMOVAL ABESTOS INSULATION	350.00
	Check Date 7/14/2020 Total For Check # 106290	700.00
CROWNE INDUSTRIES LT		
1045	FUEL TANK REMOVAL-VB APPR 2/18/20	37,521.00
	Check Date 7/14/2020 Total For Check # 106291	37,521.00
DARLEY		
17398641	SUPPRESSION HOSE REPLACEMENT	2,328.05
	Check Date 7/14/2020 Total For Check # 106292	2,328.05
DAVE SOLTWISCH PLUMBING		
47770497J	REPLACE 1970 GROUND WATER SUMP PUMPS	1,982.75
47770497J	REPLACE 1970 GROUND WATER SUMP PUMPS	2,320.25



Warrant Register 1722

Invoice	Description	Invoice/Amount
	Check Date 7/14/2020 Total For Check # 106293	4,303.00
DIRECT ADVANTAGE INC		
1910	JUNE 2020 RETAINER FEE	1,500.00
	Check Date 7/14/2020 Total For Check # 106294	1,500.00
DISCOVERY BENEFITS		
0001172830-IN	FSA MONTHLY-MAY2020	12.75
0001172830-IN	FSA MONTHLY-MAY2020	25.50
0001172830-IN	FSA MONTHLY-MAY2020	21.25
0001172830-IN	FSA MONTHLY-MAY2020	4.25
0001172830-IN	FSA MONTHLY-MAY2020	4.25
0001172830-IN	FSA MONTHLY-MAY2020	12.75
	Check Date 7/14/2020 Total For Check # 106295	80.75
DU-COMM		
17263	ANNUAL RENEWAL OF ACTIVE 911	404.25
17171	FACILITIES COST RELATED TO DISPATCHING	3,568.64
17215	DISPATCHING SVC CONTRACT-VB APPR 11/4/2014	72,900.75
	Check Date 7/14/2020 Total For Check # 106296	76,873.64
DUPAGE COUNTY DIV OF TRAN		
4537	PARKING LOT CLOSED SIGNS	104.27
	Check Date 7/14/2020 Total For Check # 106297	104.27
DUPAGE COUNTY HEALTH DEPT		
IN0034236	ANNUAL PERMITS: LAPS, DIVE, WADING	810.00
	Check Date 7/14/2020 Total For Check # 106298	810.00
DUPAGE RIVER/SALT CREEK		
273	ANNUAL DUES 2020-2021	647.00
	Check Date 7/14/2020 Total For Check # 106299	647.00
DUPAGE TOPSOIL, INC.		
049924	TOP SOIL	345.00
050099	DIRT-PARK RESTORATION	345.00
	Check Date 7/14/2020 Total For Check # 106300	690.00
DUPAGE WATER COMMISSION		
01-1200-00-JUNE20	WATER CHARGES 5/31-6/30/20	458,273.76
	Check Date 7/14/2020 Total For Check # 106301	458,273.76
EMERGENCY MEDICAL PROD		
2168889	NITRILE EXAM GLOVES	811.30
	Check Date 7/14/2020 Total For Check # 106302	811.30



Warrant Register 1722

Invoice	Description	Invoice/Amount
ETP LABS, INC		
20-134503	MONTHLY DISTRIBUTION SAMPLES	216.00
20-52385	VEECK CSO OVERFLOW SAMPLE	230.00
20-52397	WEEKEND VEECK CSO OVERFLOW SAMPLE	510.00
	Check Date 7/14/2020 Total For Check # 106303	956.00
FACTORY MOTOR PARTS CO		
50-2918062	REAR BRAKE PADS & ROTORS #823	187.75
	Check Date 7/14/2020 Total For Check # 106304	187.75
FEDEX		
7-047-33077	MARGARITY BLUE INC-BLOOM	181.41
	Check Date 7/14/2020 Total For Check # 106305	181.41
FIREHOUSE		
1104056538	ANNUAL SUBSCRIPTION	24.95
	Check Date 7/14/2020 Total For Check # 106306	24.95
FIRST COMMUNICATIONS, LLC		
119844427	PHONE CHARGES JUNE 2020	271.81
119844427	PHONE CHARGES JUNE 2020	93.21
119844427	PHONE CHARGES JUNE 2020	196.65
119844427	PHONE CHARGES JUNE 2020	54.26
119844427	PHONE CHARGES JUNE 2020	367.18
119844427	PHONE CHARGES JUNE 2020	157.36
119844427	PHONE CHARGES JUNE 2020	587.20
	Check Date 7/14/2020 Total For Check # 106307	1,727.67
FLAG SOURCE		
463708	FLAGS & POLES	1,942.50
	Check Date 7/14/2020 Total For Check # 106308	1,942.50
FOSTER'S TRUCK REPAIR		
36311	SAFETY LANE #5 & 22	81.00
	Check Date 7/14/2020 Total For Check # 106309	81.00
FOX VALLEY FIRE & SAFETY		
IN00355984	SVC & RECHARGE 2 FIRE EXTINGUISHERS	148.80
	Check Date 7/14/2020 Total For Check # 106310	148.80
FULLERS HOME & HARDWARE		
MAY2020	MISC HARDWARE	18.14
MAY2020	MISC HARDWARE	8.07
MAY2020	MISC HARDWARE	6.83
MAY2020	MISC HARDWARE	8.99



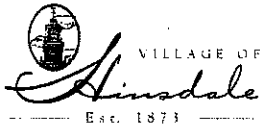
Warrant Register 1722

Invoice	Description	Invoice/Amount
MAY2020	MISC HARDWARE	38.63
MAY2020	MISC HARDWARE	31.48
MAY2020	MISC HARDWARE	42.92
MAY2020	MISC HARDWARE	12.71
MAY2020	MISC HARDWARE	15.81
Check Date 7/14/2020 Total For Check # 106311		183.58
FULLERS SERVICE CENTER IN		
MAY2020	WEEKEND GARBAGE-CBD & PARKS & BATHROOMS	390.00
4302020	SQUAD WASHES-APRIL2020	88.00
Check Date 7/14/2020 Total For Check # 106312		478.00
GALLAGHER, TOM		
3405035	UNIFORM ALLOWANCE	199.75
8554667	UNIFORM ALLOWANCE	68.00
Check Date 7/14/2020 Total For Check # 106313		267.75
GALLS		
15702547	UNIFORMS	167.74
015621867	UNIFORMS	28.13
015616805	UNIFORMS	221.66
015607885	UNIFORMS	259.25
015607886	UNIFORMS	277.30
015557958	UNIFORMS	21.66
015551262	UNIFORMS	336.90
015498326	UNIFORMS	403.65
015659664	UNIFORMS	-29.92
015659669	UNIFORM ALLOW-CREDIT	-34.20
Check Date 7/14/2020 Total For Check # 106314		1,652.17
GOVTEMPS USA, LLC		
3533320	CONSULTING-MCLAUGHLIN 5/24,5/31	2,107.00
3540443	CONSULTING-MCLAUGHLIN 6/7,6/14	2,695.00
2989299	D'ONOFRIO 3/8 HOURS	273.00
Check Date 7/14/2020 Total For Check # 106315		5,075.00
GRAINGER, INC.		
9521239146	POOL-REPAIR PARTS TOLIET	55.02
9563058727	WATER FILTERS	73.60
9563058727	WATER FILTERS	108.40
9557369494	PILOT TUBING	33.36
Check Date 7/14/2020 Total For Check # 106316		270.38



Warrant Register 1722

Invoice	Description	Invoice/Amount
GRANICUS		
127509	LIVESTREAM SVC 6-11 TO 9-10-20	1,200.00
	Check Date 7/14/2020 Total For Check # 106317	1,200.00
GRAPHIC ENTERPRISES INC		
21AIR967377	PLOTTER PAPER & TONER	334.26
21AR969163	PLOTTER PAPER & TONER	441.98
	Check Date 7/14/2020 Total For Check # 106318	776.24
GREAT LAKES PLUMBING &		
20976	INSTALL TOLIET/AUTO SHOP	648.00
	Check Date 7/14/2020 Total For Check # 106319	648.00
H. LINDEN & SONS SEWER & WATER INC		
PAYMENT #1	PHASE SWR IMPRO VOB 5/5/20	325,427.04
	Check Date 7/14/2020 Total For Check # 106320	325,427.04
HALOGEN SUPPLY COMPANY		
00550345	POOL REAGENTS	299.02
	Check Date 7/14/2020 Total For Check # 106321	299.02
HAWKINS, INC.		
4729037	CHLORINE FOR POOL	1,282.80
4735116	CHLORINE FOR POOL	1,340.00
	Check Date 7/14/2020 Total For Check # 106322	2,622.80
HILDEBRAND SPORTING GOODS		
RR1115B	SOFTBALLS	840.00
RR1115B	SOFTBALLS	42.74
	Check Date 7/14/2020 Total For Check # 106323	882.74
HINSDALE NURSERIES, INC.		
2130429	PARKWAY TREE PLANTING	1,152.00
1683078	TREE REPLACE-ST IMPROVEMENTS	310.00
	Check Date 7/14/2020 Total For Check # 106324	1,462.00
HITCHCOCK DESIGN GROUP		
24748	PARK DECK BEAUTIFICATION PROJ	1,000.00
	Check Date 7/14/2020 Total For Check # 106325	1,000.00
HOMER TREE CARE, INC		
40417	TREE REMOVALS	2,500.00
	Check Date 7/14/2020 Total For Check # 106326	2,500.00



Warrant Register 1722

Invoice	Description	Invoice/Amount
HONEY BUCKET		
7924	PORTABLE JOHNS FOR KLM	410.00
	Check Date 7/14/2020 Total For Check # 106327	410.00
HR GREEN INC		
136050	OWNERS REP SVC PKG DECK 5-19 TO 6-11-20	4,870.15
135604	REP SRV PKG DECK 4-20 TO 5-14-20	5,922.50
	Check Date 7/14/2020 Total For Check # 106328	10,792.65
HUFF & HUFF INC		
0794558	UST-REPLACE DESIGN	247.50
0796380	UST-REPLACEMENT DESIGN PO #P28891	2,759.38
	Check Date 7/14/2020 Total For Check # 106329	3,006.88
I-PAC		
5112020	POLICE ACCREDITATION SUPPORT DUES	100.00
	Check Date 7/14/2020 Total For Check # 106330	100.00
ICMA MEMBERSHIP RENEWALS		
247099	ICMA RENEWAL-GARGANO	1,400.00
	Check Date 7/14/2020 Total For Check # 106331	1,400.00
IL COMMUNICATIONS SALES INC		
101012005-1	UPDATES TO VHF-L17	940.00
101012006-1	REPAIR PHONE LINE CONNECTION	260.00
10102010-1	FINALIZE CONNECT FROM WATER TOWER	155.00
101012008-2	CONNECTION & TESTING COMPLETE 5/21	260.00
	Check Date 7/14/2020 Total For Check # 106332	1,615.00
ILCMA		
2172	ILCMA DUES	177.50
	Check Date 7/14/2020 Total For Check # 106333	177.50
ILLINOIS PUMP INC		
S-13145	REPAIR MECHANICAL SEAL LEAK	347.50
	Check Date 7/14/2020 Total For Check # 106334	347.50
INDUSTRIAL ELECTRIC SUPPLY		
7170	FIRE ALARM SYSTEM	65.00
7203	ELECTRIC SUPPLIES/FUEL SHED	49.56
7204	ELECTRIC SUPPLIES	43.16
7209	ELEC SUPPLIES	87.80
7227	SUMP PUMP @ FD	18.72
7237	WIRE FOR STREETLIGHTS	330.25



Warrant Register 1722

Invoice	Description	Invoice/Amount
7275	LED REPLACE BULBS/STREETLIGHTS	720.00
7329	ELECTRIC SUPPLIES	42.16
7330	ELEC BOX OUTSIDE PUB SVCS	654.00
7335	ELECTRIC SUPPLIES	15.10
Check Date 7/14/2020 Total For Check # 106335		2,025.75
INTERNATIONAL CODE COUNCI		
3279795	MEMBERSHIP DUES-#5156208	145.00
Check Date 7/14/2020 Total For Check # 106336		145.00
INTERNATIONAL EXTERMINATO		
05-2451	PEST CONTROL-MAY	273.00
06-1233	PEST CONTROL-JUNE2020	273.00
Check Date 7/14/2020 Total For Check # 106337		546.00
IRMA		
SALES0018414	MAY DEDUCTIBLE	88.84
Check Date 7/14/2020 Total For Check # 106338		88.84
IWEA		
1733	MEMBERSHIP DUES	30.00
Check Date 7/14/2020 Total For Check # 106339		30.00
J G UNIFORM & CAREER		
71664	UNIFORM VEST	15.00
Check Date 7/14/2020 Total For Check # 106340		15.00
JAMES J BENES & ASSOC INC		
PAYMENT #11	19-20 3RD PARTY REVIEWS THRU 4/25/20	7,774.95
Check Date 7/14/2020 Total For Check # 106341		7,774.95
JLD CONSULTING GROUP		
12105	CONSULTING FEE-MAY2020	5,500.00
Check Date 7/14/2020 Total For Check # 106342		5,500.00
JOHN NERI CONSTRUCTION IN		
PAYMENT #1	PHASE SWR IMPRO VOB 5/5/20	363,393.00
Check Date 7/14/2020 Total For Check # 106343		363,393.00
JSN CONTRACTORS SUPPLY		
83676	TRAFFIC CONES	487.50
83394	JULIE LOCATING PAINT	177.60
Check Date 7/14/2020 Total For Check # 106344		665.10
K-FIVE CONSTRUCTION CORP		
21856	HOT PATCH	379.02
Check Date 7/14/2020 Total For Check # 106345		379.02



Warrant Register 1722

Invoice	Description	Invoice/Amount
KATHLEEN W BONO CSR		
#V-01-20	#V-01-20	432.70
8457	PUBLIC HEARINGS	980.80
8457	PUBLIC HEARINGS	917.80
8460	#HPC-04-2020	1,408.20
	Check Date 7/14/2020 Total For Check # 106346	3,739.50
KLEIN, THORPE, JENKINS LTD		
210785-210792	LEGAL FEES THRU 5/31/20	23,286.43
	Check Date 7/14/2020 Total For Check # 106347	23,286.43
LAGRANGE PARK FIRE DEPT		
00584015	5/31/19 I-294 HAZMAT RESPONSE MUTUAL AID	248.60
	Check Date 7/14/2020 Total For Check # 106348	248.60
LAKESHORE RECYCLING SYS		
PS322106	CBD SWEEP/FULL DAY	936.36
PS318646	CBD SWEEP/FULL DAY SWEEP	1,014.39
	Check Date 7/14/2020 Total For Check # 106349	1,950.75
LIGHTMART		
308277	NEW FUEL PUMP LIGHT POLE	947.00
	Check Date 7/14/2020 Total For Check # 106350	947.00
LINCHPIN SEO		
00016130	KLM MARKETING JULY 2020	400.00
	Check Date 7/14/2020 Total For Check # 106351	400.00
LITHOPRINT, INC		
43383	ANNUAL REPORT 2019	712.00
	Check Date 7/14/2020 Total For Check # 106352	712.00
LOMBARD FIRE DEPARTMENT		
00584015	5/31/19 I-294 HAZMAT RESPONSE MUTUAL AID	277.17
	Check Date 7/14/2020 Total For Check # 106353	277.17
MABAS DIVISION 10 HAZMAT		
00584015	5/31/19 I-294 HAZMAT RESPONSE MUTUAL AID	502.00
	Check Date 7/14/2020 Total For Check # 106354	502.00
MANGANIELLO, JIM		
JUNE2020	METER READING JUNE2020	65.00
	Check Date 7/14/2020 Total For Check # 106355	65.00
MENARDS		
51591	FAN SWITCH	4.98
51368	ELECTRIC CONDUIT PARTS	121.97



Warrant Register 1722

Invoice	Description	Invoice/Amount
51146	TAPES FOR FIELD LAYOUT	49.76
51386	MISC SUPPLIES	73.46
52415	AIR CONDITIONER REPLACEMENT	444.96
	Check Date 7/14/2020 Total For Check # 106356	695.13
MICRO CENTER A/R		
5006177	PARTS	32.98
	Check Date 7/14/2020 Total For Check # 106357	32.98
MIDWEST TIME RECORDER		
173480	TIME CLOCK MONTHLY FEE-MAY	103.60
172987	TIME CLOCK APRIL 2020 FEE	111.00
	Check Date 7/14/2020 Total For Check # 106358	214.60
MOTOROLA SOLUTIONS		
4857620200302	QTRLY STARCOM USAGE	408.00
	Check Date 7/14/2020 Total For Check # 106359	408.00
NAMEPLATE & PANEL TECH		
258368	TRIBUTE TREE TAGS	60.00
	Check Date 7/14/2020 Total For Check # 106360	60.00
NAPA AUTO PARTS		
4343-665797	HITCH REDUCERS #3 & #11	56.66
	Check Date 7/14/2020 Total For Check # 106361	56.66
NEUCO INC		
4408448	2 REGULATORS FOR POOL HEATER	40.98
	Check Date 7/14/2020 Total For Check # 106362	40.98
NICOR GAS		
12952110000	5905 S COUNTY LINE-5/18-6/18/20	41.76
13270110003	350 N VINE-5/17-6/16/20	128.72
06677356575	PLATFORM TENNIS-5/18-6/18/20	147.95
38466010006	121 SYMONDS 5/17-6/16/20	62.91
38466010006	121 SYMONDS 5/17-6/16/20	62.91
90077900000	YOUTH CENTER-5/17-6/18/20	54.60
	Check Date 7/14/2020 Total For Check # 106363	498.85
NUCO2 INC		
63280297	CHEMICALS	100.63
	Check Date 7/14/2020 Total For Check # 106364	100.63
OAK BROOK FIRE DEPARTMENT		
00584015	5/31/19 I-294 HAZMAT RESPONSE MUTUAL AID	2,028.39
	Check Date 7/14/2020 Total For Check # 106365	2,028.39



Warrant Register 1722

Invoice	Description	Invoice/Amount
OAK BROOK TERRACE FIRE PROT DIST		
00584015	5/31/19 I-294 HAZMAT RESPONSE MUTUAL AID	300.00
	Check Date 7/14/2020 Total For Check # 106366	300.00
ATKINSON, JESSICA		
212459	POOL PASS CANCEL	365.00
	Check Date 7/14/2020 Total For Check # 106367	365.00
BALBACH, SAUNDRA		
213105	POOL PASS CANCEL	290.00
	Check Date 7/14/2020 Total For Check # 106368	290.00
BERGMANN, EDWARD		
25372	CONT BD-210 W BIRCHWOOD #25372	500.00
	Check Date 7/14/2020 Total For Check # 106369	500.00
BIENIAS, RONALD		
213103	POOL PASS CANCEL	160.00
	Check Date 7/14/2020 Total For Check # 106370	160.00
BUONA HOMES		
25379	CONT BD-409 S GRANT #25379	10,000.00
	Check Date 7/14/2020 Total For Check # 106371	10,000.00
BUONA HOMES		
25378	ST MGMT-409 S GRANT #25378	3,000.00
	Check Date 7/14/2020 Total For Check # 106372	3,000.00
CARON, YOLANDA		
212436	POOL PASS CANCEL	365.00
	Check Date 7/14/2020 Total For Check # 106373	365.00
CHANDARANA, ALPA		
212532	CLASS CANCEL	78.00
	Check Date 7/14/2020 Total For Check # 106374	78.00
CHANG, JUDY		
25687	CONT BD-5626 CHILDS AVE-TEMP #25687	22,512.00
	Check Date 7/14/2020 Total For Check # 106375	22,512.00
CHUNG, ERIC & SARA		
25730	CONT BD-818 S MADISON #25730	500.00
	Check Date 7/14/2020 Total For Check # 106376	500.00



Warrant Register 1722

Invoice	Description	Invoice/Amount
COLLINS SANSFIELD CONSTRUCTION		
24457	CONT BD-419 PHILLIPPA #24457	10,000.00
	Check Date 7/14/2020 Total For Check # 106377	10,000.00
COLLINS SANSFIELD CONSTRUCTION		
24456	ST MGMT-419 PHILLIPPA #24456	3,000.00
	Check Date 7/14/2020 Total For Check # 106378	3,000.00
COLLINS SANSFIELD CONSTRUCTION		
24458	STMWR BD-419 PHILLIPPA #24458	5,500.00
	Check Date 7/14/2020 Total For Check # 106379	5,500.00
CONNERS, KEVIN		
25245	CONT BD-601 S GRANT #25245	1,500.00
	Check Date 7/14/2020 Total For Check # 106380	1,500.00
CROTTY, JAMES		
213794	POOL PASS CANCEL	256.00
	Check Date 7/14/2020 Total For Check # 106381	256.00
DALTON, STEPHEN		
212496	POOL PASS CANCEL	490.00
	Check Date 7/14/2020 Total For Check # 106382	490.00
DELACEY, REBECCA		
212458	POOL PASS CANCEL	290.00
	Check Date 7/14/2020 Total For Check # 106383	290.00
FAISAL, DANIEL		
25664	CONT BD-5594 S OAK #25664	500.00
	Check Date 7/14/2020 Total For Check # 106384	500.00
FREEMAN, SORAYA		
212449	CLASS CANCEL	84.00
	Check Date 7/14/2020 Total For Check # 106385	84.00
GALLAGHER, DINA		
212626	PASS CANCEL	225.00
	Check Date 7/14/2020 Total For Check # 106386	225.00
GAMBLA, BRIAN		
212450	CLASS CANCEL	84.00
	Check Date 7/14/2020 Total For Check # 106387	84.00



Warrant Register 1722

Invoice	Description	Invoice/Amount
GRIFFIN, KRISTIN		
212928	POOL PASS CANCEL	350.00
	Check Date 7/14/2020 Total For Check # 106388	350.00
HANSON, JASON P.		
26908	CONT BD-15 E FIFTH #26908	10,000.00
	Check Date 7/14/2020 Total For Check # 106389	10,000.00
HANSON, JASON P.		
26907	ST MGMT-15 E FIFTH #26907	3,000.00
	Check Date 7/14/2020 Total For Check # 106390	3,000.00
HINSDALE LAND RESTORATION		
25269	CONT BD-330 CHESTNUT #25269	3,000.00
	Check Date 7/14/2020 Total For Check # 106391	3,000.00
HOMEWERKS		
25613	CONT BD-217 PHILLIPPA #25613	2,000.00
	Check Date 7/14/2020 Total For Check # 106392	2,000.00
HOOK, TREVOR		
25702	CONT BD-410 MILLS RD #25702	500.00
	Check Date 7/14/2020 Total For Check # 106393	500.00
IRISH CASTLE INC		
25713	CONT BD-39 S ADAMS #25713	500.00
	Check Date 7/14/2020 Total For Check # 106394	500.00
KING'S COURT BUILDERS		
25397	CONT BD-937 S THURLOW #25397	10,000.00
	Check Date 7/14/2020 Total For Check # 106395	10,000.00
KINSELLA, ZARA		
25605	CONT BD-307 N QUINCY #25605	10,000.00
	Check Date 7/14/2020 Total For Check # 106396	10,000.00
LAU,CYNTHIA		
213035	POOL PASS CANCEL	290.00
	Check Date 7/14/2020 Total For Check # 106397	290.00
LAVINE, MICHAEL		
25531	CONT BD-507 BURR OAK PL #25531	500.00
	Check Date 7/14/2020 Total For Check # 106398	500.00



Warrant Register 1722

Invoice	Description	Invoice/Amount
LUCHT, NATHAN		
213104	POOL PASS CANCEL	650.00
	Check Date 7/14/2020 Total For Check # 106399	650.00
LYONS TOWNSHIP SOCCER CLUB		
211951	CANCEL FIELD RENTALS	168.75
	Check Date 7/14/2020 Total For Check # 106400	168.75
M-HOUSE		
25217	CONT BD-5626 CHILDS #25217	10,000.00
	Check Date 7/14/2020 Total For Check # 106401	10,000.00
M-HOUSE		
25218	ST MGMT-5626 CHILDS #25218	3,000.00
	Check Date 7/14/2020 Total For Check # 106402	3,000.00
MANTA, JOHN		
26693	KLM SECURITY DEP-EN210102 #26693	500.00
	Check Date 7/14/2020 Total For Check # 106403	500.00
MAROSI, MARK		
25695	CONT BD-1411 BURR OAK #25695	500.00
	Check Date 7/14/2020 Total For Check # 106404	500.00
MARTIN, MICHAEL		
25656	CONT BD-913 OAKWOOD TER #25656	500.00
	Check Date 7/14/2020 Total For Check # 106405	500.00
MATTLESON HOUSE LLC		
25705	CONT BD-5626 CHILDS #25705	600.00
	Check Date 7/14/2020 Total For Check # 106406	600.00
MCLAUGHLIN, BENJAMIN & LAUREN		
25468	CONT BD-311 FOREST #25468	2,500.00
	Check Date 7/14/2020 Total For Check # 106407	2,500.00
MORAN, MATTHEW		
212446	POOL PASS CANCEL	365.00
	Check Date 7/14/2020 Total For Check # 106408	365.00
MULLARKEYH, SHAWN		
212640	POOL PASS CANCEL	345.00
	Check Date 7/14/2020 Total For Check # 106409	345.00



Warrant Register 1722

Invoice	Description	Invoice/Amount
MURPHY PAVING & SEALCOATING		
24953	CONT BD-501 W OGDEN #24953	1,600.00
	Check Date 7/14/2020 Total For Check # 106410	1,600.00
NAWRACAJ, JESSICA		
212918	POOL PASS CANCEL	274.00
	Check Date 7/14/2020 Total For Check # 106411	274.00
PAULEY, KRISTIN		
212624	POOL PASS CANCEL	350.00
	Check Date 7/14/2020 Total For Check # 106412	350.00
PAULEY, KRISTIN M.		
25658	CONT BD-722 S BRUNER #25658	500.00
	Check Date 7/14/2020 Total For Check # 106413	500.00
PISKORSKI, THOMAS		
25366	CONT BD-640 HARDING #25366	500.00
	Check Date 7/14/2020 Total For Check # 106414	500.00
SCHUTZEL, CAROL		
212448	CLASS CANCEL	84.00
	Check Date 7/14/2020 Total For Check # 106415	84.00
SCOUFFAS, NICHOLAS		
213075	POOL PASS CANCEL	455.00
	Check Date 7/14/2020 Total For Check # 106416	455.00
SIM DEVELOPMENT		
25532	ST MGMT-5840 S GARFIELD #25532	3,000.00
	Check Date 7/14/2020 Total For Check # 106417	3,000.00
STONE, SAMANTHA		
212440	POOL PASS CANCEL	290.00
	Check Date 7/14/2020 Total For Check # 106418	290.00
TEMPS, JONATHAN		
212439	POOL PASS CANCEL	290.00
	Check Date 7/14/2020 Total For Check # 106419	290.00
TERPSTRA, RYAN		
212452	CLASS CANCEL	102.00
	Check Date 7/14/2020 Total For Check # 106420	102.00



Warrant Register 1722

Invoice	Description	Invoice/Amount
TRUBIANA, RONALD		
25724	CONT BD-632 W FOURTH #25724	500.00
	Check Date 7/14/2020 Total For Check # 106421	500.00
VAN WIJEREN, MARK		
212553	POOL PASS CANCEL	484.00
	Check Date 7/14/2020 Total For Check # 106422	484.00
WATKINS, LINDA		
212504	CLASS CANCEL	150.00
	Check Date 7/14/2020 Total For Check # 106423	150.00
WEEKLEY GROUP		
23014	STMWR-950 & 954 S MADISON #23014	33,073.00
	Check Date 7/14/2020 Total For Check # 106424	33,073.00
WILLIAMS, ERIC		
212516	CLASS CANCEL	50.00
	Check Date 7/14/2020 Total For Check # 106425	50.00
WOOD, STUART		
212442	POOL PASS CANCEL	350.00
	Check Date 7/14/2020 Total For Check # 106426	350.00
WU, XUE		
211586-a	FENCING CLASS CANCEL	60.00
	Check Date 7/14/2020 Total For Check # 106427	60.00
ZWOLINSKI, DAVID		
213029	POOL PASS CANCEL	80.00
	Check Date 7/14/2020 Total For Check # 106428	80.00
ONSOLVE INTERMEDIATE		
54661817769	CODE RED NOTIF SYS DB UPDATE	1,500.00
	Check Date 7/14/2020 Total For Check # 106429	1,500.00
ORBIS SOLUTIONS		
5570218	CABLE RUNS	200.00
5570251	6-1 TO 6-30 IT MAINTENANCE FEES	13,744.00
5570292	EMERG SUPPORT	450.00
	Check Date 7/14/2020 Total For Check # 106430	14,394.00
PENTEGRA SYSTEMS		
60068	PK DECK CAMERA/TRAIN STAT/FIRE/PD VB APPR 2/18/20	69,000.00
	Check Date 7/14/2020 Total For Check # 106431	69,000.00



Warrant Register 1722

Invoice	Description	Invoice/Amount
PLEASANTVIEW FIRE PROTECTION DIST		
00584015	5/31/19 I-294 HAZMAT RESPONSE MUTUAL AID	1,687.74
	Check Date 7/14/2020 Total For Check # 106432	1,687.74
POMPS TIRE SERVICE, INC.		
470073549	TIRE SWAP #93	179.00
	Check Date 7/14/2020 Total For Check # 106433	179.00
PORTER LEE CORPORATION		
23815	EVIDENCE SUPPLIES	212.42
	Check Date 7/14/2020 Total For Check # 106434	212.42
PRAXAIR DISTRIBUTION, INC		
95613934	CYLINDER RENTAL	108.75
96716421	CO2 TANK RENTAL FEES	112.50
	Check Date 7/14/2020 Total For Check # 106435	221.25
PROVEN BUSINESS SYSTEMS		
709146	MAINTENANCE CONTRACT COPIER	806.08
	Check Date 7/14/2020 Total For Check # 106436	806.08
QUADIENT INC		
16085312	SURE SEAL/POSTAGE MACHINE	32.93
	Check Date 7/14/2020 Total For Check # 106437	32.93
REPUBLIC SERVICES #551		
0551-014849884	ROLL OFF EXTRA TONNAGE	141.68
	Check Date 7/14/2020 Total For Check # 106438	141.68
REVIZE, LLC		
10077	WEB CERTIFICATE 2020 ANNUAL FEE	175.00
	Check Date 7/14/2020 Total For Check # 106439	175.00
RIVERSIDE FIRE DEPARTMENT		
00584015	5/31/19 I-294 HAZMAT RESPONSE MUTUAL AID	430.24
	Check Date 7/14/2020 Total For Check # 106440	430.24
RYAN AND RYAN		
062920	LEGAL SERVICES 2/4-6/15/20	6,768.75
	Check Date 7/14/2020 Total For Check # 106441	6,768.75
SEMMER LANDSCAPE		
MAY2020	LANDSCAPE MAINTENANCE BID #1688	3,552.00
MAY2020	LANDSCAPE MAINTENANCE BID #1688	8,078.00
	Check Date 7/14/2020 Total For Check # 106442	11,630.00



Warrant Register 1722

Invoice	Description	Invoice/Amount
SERVICE FORMS & GRAPHICS		
0091016	VILLAGE ENVELOPES	492.25
	Check Date 7/14/2020 Total For Check # 106443	492.25
SOIL AND MATERIAL CONSULT		
45340	QA/QC TESTING FOR DECK	8,246.25
	Check Date 7/14/2020 Total For Check # 106444	8,246.25
SPORTSFIELD, INC.		
2020069	BALLFIELD SOIL AMMENDMENT	979.02
	Check Date 7/14/2020 Total For Check # 106445	979.02
SPRINT		
977740515-221	PHONE CHARGES JUNE 2020	223.67
977740515-221	PHONE CHARGES JUNE 2020	44.74
977740515-221	PHONE CHARGES JUNE 2020	876.35
977740515-221	PHONE CHARGES JUNE 2020	357.92
977740515-221	PHONE CHARGES JUNE 2020	44.74
977740515-221	PHONE CHARGES JUNE 2020	44.74
977740515-221	PHONE CHARGES JUNE 2020	44.74
977740515-221	PHONE CHARGES JUNE 2020	89.48
977740515-221	PHONE CHARGES JUNE 2020	178.96
977740515-221	PHONE CHARGES JUNE 2020	89.48
977740515-221	PHONE CHARGES JUNE 2020	89.48
977740515-221	PHONE CHARGES JUNE 2020	402.69
977740515-221	PHONE CHARGES JUNE 2020	89.47
	Check Date 7/14/2020 Total For Check # 106446	2,576.46
STANDARD EQUIPMENT CO		
P22065	BASIN CLEANING NOZZLE/VALVE	408.94
	Check Date 7/14/2020 Total For Check # 106447	408.94
STEVE PIPER & SONS		
15488	CARTAGE HAUL-3 LOADS WOOD CHIPS	600.00
15138	TREE REMOVAL PER CONTRACT	899.27
15139	TREE REMOVAL PER CONTRACT	2,660.06
	Check Date 7/14/2020 Total For Check # 106448	4,159.33
STRATEGIA CONSULTING LLC		
1218	COMMUNICATIONS-PROTEST	750.00
	Check Date 7/14/2020 Total For Check # 106449	750.00



Warrant Register 1722

Invoice	Description	Invoice/Amount
SUBURBAN DOOR CHECK		
IN526472	KEYS FOR KLM BLDG	26.40
	Check Date 7/14/2020 Total For Check # 106450	26.40
SUBURBAN TREE CONSORTIUM		
0006961-IN	TREE PLANTING-VB APPR 2/4/20	44,949.00
	Check Date 7/14/2020 Total For Check # 106451	44,949.00
TASC-CLIENT INVOICES		
IN1790335	COBRA ADMIN FEE 8/1-10/31/20	294.84
	Check Date 7/14/2020 Total For Check # 106452	294.84
THE HINSDALEAN		
34352	VIRTUAL RESTAURANT WEEK AD	463.00
7668	#A-14-2020	496.00
7639	#V-03-20	190.00
7639-1	#A-14-2020	488.00
7702	#HPC-01-2020	278.00
7702-A	#HPC-02-2020	198.00
7702-B	#HPC-03-2020	190.00
7727	#V-03-20	190.00
	Check Date 7/14/2020 Total For Check # 106453	2,493.00
THE LIFEGUARD STORE		
INV313010	BACTERIAL VIRAL FILTERS	58.50
	Check Date 7/14/2020 Total For Check # 106454	58.50
THIRD MILLENIUM		
24897	UTILITY BILLING & BUCKSLIPS	1,053.22
24897	UTILITY BILLING & BUCKSLIPS	1,053.22
24897	UTILITY BILLING & BUCKSLIPS	100.17
24897	UTILITY BILLING & BUCKSLIPS	397.57
24920	VEHICLE STICKER ONLINE	1,413.45
24920	VEHICLE STICKER ONLINE	988.65
	Check Date 7/14/2020 Total For Check # 106455	5,006.28
TOSHIBA FINANCIAL SERVICE		
417636255	COPIER LEASE JUNE2020	193.13
417636255	COPIER LEASE JUNE2020	82.77
417636255	COPIER LEASE JUNE2020	269.12
417636255	COPIER LEASE JUNE2020	275.90
417636255	COPIER LEASE JUNE2020	269.12



Warrant Register 1722

Invoice	Description	Invoice/Amount
417636255	COPIER LEASE JUNE2020	269.12
417636255	COPIER LEASE JUNE2020	269.12
	Check Date 7/14/2020 Total For Check # 106456	1,628.28
TOTAL PARKING SOLUTIONS		
104906	PAYBOX AGREEMENT	840.00
104974	PAYBOX AGREEMENT	1,380.00
104973	PAYBOX AGREEMENT	960.00
	Check Date 7/14/2020 Total For Check # 106457	3,180.00
TRAFFIC CONTROL & PROTECT		
104184	ONE WAY SIGNS FOR CBD	210.80
103579	NUTS & BOLTS	625.00
	Check Date 7/14/2020 Total For Check # 106458	835.80
TREES R US INC		
24293	ELM AND ASH INJECTION PER CONTRACT	39,801.15
	Check Date 7/14/2020 Total For Check # 106459	39,801.15
TRESSLER, LLP		
418618	PROF FEES THRU 6/30/20 #011269-00001	199.00
	Check Date 7/14/2020 Total For Check # 106460	199.00
TRI-STATE FIRE PROTECTION DIST		
00584015	5/31/19 I-294 HAZMAT RESPONSE MUTUAL AID	2,990.00
	Check Date 7/14/2020 Total For Check # 106461	2,990.00
TRUGREEN		
4575118503	SOIL INJECTION-ASH CONTRACT #1604	4,794.00
	Check Date 7/14/2020 Total For Check # 106462	4,794.00
TRUSTWORTHY CLEANING		
16	KLM CLEANING	135.00
	Check Date 7/14/2020 Total For Check # 106463	135.00
TWIN LAKE GREENHOUSE LLC		
57824	CBD SUMMER ANNUALS	8,470.00
	Check Date 7/14/2020 Total For Check # 106464	8,470.00
TYDEN BROOKS		
1024901	TREE TAGS FOR TREE SELECTION	146.04
	Check Date 7/14/2020 Total For Check # 106465	146.04
TYLER TECHNOLOGIES, INC		
045-306557	SAAS CONTRACT-B THOMAS	4,480.00
045-305390	SECURITY SIGNATURE KEY/SYSTEM	150.00
045-305390	SECURITY SIGNATURE KEY/SYSTEM	1,500.00



Warrant Register 1722

Invoice	Description	Invoice/Amount
045-305726	SAAS CONTRACT-B THOMAS 5/18,5/22	1,920.00
	Check Date 7/14/2020 Total For Check # 106466	8,050.00
VANNORSDEL, DAVID		
JUN-20	CONSULTING 6/1-6/30/20	10,000.00
	Check Date 7/14/2020 Total For Check # 106467	10,000.00
VERIZON WIRELESS		
9855264066	VOICE/MOBIL BROADBANDS 4-24/5-23-20	38.01
9855264066	VOICE/MOBIL BROADBANDS 4-24/5-23-20	50.04
9855551382	MDT'S, IPADS, ROUTER	189.01
9855551382	MDT'S, IPADS, ROUTER	303.06
9855551382	MDT'S, IPADS, ROUTER	122.38
	Check Date 7/14/2020 Total For Check # 106468	702.50
VERMONT SYSTEMS, INC.		
66415	REC SOFTWARE/WEB HOSTING	14,912.34
	Check Date 7/14/2020 Total For Check # 106469	14,912.34
VERN GOERS GREENHOUSE INC		
49498	SOIL FOR CONTAINERS	81.00
	Check Date 7/14/2020 Total For Check # 106470	81.00
VIGILANT SOLUTIONS, LLC		
32832-RI	REPAIR COMPONENT LPR	1,010.00
	Check Date 7/14/2020 Total For Check # 106471	1,010.00
WAREHOUSE DIRECT INC		
4667435-0	DISINFECTING WIPES	129.95
4678369-0	OFFICE CHAIR MAT	53.99
4647589-0	OFFICE SUPPLIES	67.24
4684050-0	MISC OFFICE SUPPLIES	145.57
4684050-0	MISC OFFICE SUPPLIES	53.71
4684050-0	MISC OFFICE SUPPLIES	260.62
4684050-0	MISC OFFICE SUPPLIES	260.63
4686609-0	HAND SANTIZER	479.90
4689005-0	HAND SANTIZER	863.52
4692382-0	OFFICE SUPPLIES	50.46
4686916-0	DISINFECTING WIPES	95.52
4692932-0	DISINFECTING WIPES	238.80
4693012-0	OFFICE SUPPLIES	4.66
4680912-0	PRINTER TONER AND PAPER	444.74



Warrant Register 1722

Invoice	Description	Invoice/Amount
4681545-0	JANITORIAL SUPPLIES	197.96
4693603-0	OFFICE SUPPLIES	31.86
4701994-0	OFFICE SUPPLIES	264.93
4693350-0	KLM JANITORIAL SUPPLIES	226.28
4694653-0	KLM JANITORIAL SUPPLIES	81.89
4694781-0	KLM JANITORIAL SUPPLIES	135.94
Check Date 7/14/2020 Total For Check # 106472		4,088.17
WATCHGUARD, INC		
ACCINV0025373	UNIFORM ALLOW	95.00
Check Date 7/14/2020 Total For Check # 106473		95.00
WELCH BROS., INC		
3085901	BARRIER WALL FOR CBD	3,250.00
305899	BARRIER WALL FOR CBD	3,250.00
3085902	BARRIER WALL FOR CBD	3,250.00
3085900	BARRIER WALL FOR CBD	3,250.00
3085903	BARRIER WALL FOR CBD	3,250.00
3085904	BARRIER WALL FOR CBD	3,250.00
Check Date 7/14/2020 Total For Check # 106474		19,500.00
WESTERN SPRINGS FIRE DEPT		
00584015	5/31/19 I-294 HAZMAT RESPONSE MUTUAL AID	1,387.88
Check Date 7/14/2020 Total For Check # 106475		1,387.88
WESTMONT FIRE DEPARTMENT		
00584015	5/31/19 I-294 HAZMAT RESPONSE MUTUAL AID	1,956.00
Check Date 7/14/2020 Total For Check # 106476		1,956.00
WIGHT CONSTRUCTION		
PAYMENT #19	PAYMENT APPLICATION #19	782,047.79
Check Date 7/14/2020 Total For Check # 106477		782,047.79
WILLIAMS ASSOC ARCHITECTS		
0019898	COMMUNITY POOL DESIGN SVC-VB APPROVED 3/16/20	1,821.42
0019932	COMMUNITY POOL DESIGN SVC-VB APPROVED 3/16/20	19,226.03
Check Date 7/14/2020 Total For Check # 106478		21,047.45
WILLOWBROOK FORD INC		
5145737	CONNECTOR	68.02
5145757	SPARK PLUG BOOTS	50.64
6325108	LOSS OF P/S REPAIR #38	437.81
5145981	EXHAUST PIPE SENOR #832	330.43



Warrant Register 1722

Invoice	Description	Invoice/Amount
5146025	BEARINGS/SHIELDS & CONTROL ARMS	742.45
	Check Date 7/14/2020 Total For Check # 106479	1,629.35
WINSTON & STRAWN		
2747549	LEGAL SERVICES THRU 5/31/20	5,751.00
	Check Date 7/14/2020 Total For Check # 106480	5,751.00
ZIEMER, ANDREW		
061920	TUITION REIMBURSEMENT	680.40
	Check Date 7/14/2020 Total For Check # 106481	680.40
EKL, WILLIAMS & PROVENZALE LLC		
06302020	ZONING LITIGATION JUN2020	11,086.30
	Check Date 7/14/2020 Total For Check # 106482	11,086.30
AFLAC-FLEXONE		
071020	AFLAC CONTRIBUTIONS	270.51
071020	AFLAC CONTRIBUTIONS	385.26
071020	AFLAC CONTRIBUTIONS	190.88
	Check Date 7/9/2020 Total For Check # 106483	846.65
COLONIAL LIFE PROCESSING		
071020	COLONIAL LIFE INSURANCE	92.36
	Check Date 7/9/2020 Total For Check # 106484	92.36
ILLINOIS FRATERNAL ORDER		
071020	UNION DUES	864.00
	Check Date 7/9/2020 Total For Check # 106485	864.00
NATIONWIDE RETIREMENT SOL		
071020	NATIONWIDE 457 CONTRIBUTIONS	525.00
071020	NATIONWIDE 457 CONTRIBUTIONS	106.51
	Check Date 7/9/2020 Total For Check # 106486	631.51
NATIONWIDE TRUST CO FSB		
071020	PEHP CONTRIBUTIONS	422.37
071020	PEHP CONTRIBUTIONS	2,341.24
071020	PEHP CONTRIBUTIONS	658.53
	Check Date 7/9/2020 Total For Check # 106487	3,422.14
NCPERS GRP LIFE INS#3105		
071020	ADDITIONAL VOLUNTARY LIFE INSURANCE	256.00
	Check Date 7/9/2020 Total For Check # 106488	256.00



Warrant Register 1722

Invoice	Description	Invoice/Amount
STATE DISBURSEMENT UNIT		
071020	CHILD SUPPORT	230.77
	Check Date 7/9/2020	Total For Check # 106489 230.77
		Total For ALL Checks 2,785,295.82



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	650,641.25
CAPITAL PROJECTS FUND	400	801,086.69
WATER & SEWER OPERATIONS FUND	600	480,084.10
WATER & SEWER CAPITAL FUND	620	688,820.04
ESCROW FUND	720	152,785.00
PAYROLL REVOLVING FUND	740	11,865.99
LIBRARY OPERATIONS	900	12.75
	TOTALS:	2,785,295.82

END OF REPORT



AGENDA SECTION: Second Reading – ACA
SUBJECT: Quote and Master Agreement with Avolin, LLC
MEETING DATE: July 16, 2020
FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

Move to Approve a Quote and Master Agreement from Avolin, LLC for software license fees, hosting and maintenance on the Village’s financial accounting applications in the amount of \$89,469.68

Background

For over 25 years the Village has used the “4gov” financial software package that was initially developed by Information Development Consultants (IDC) of Chicago. In 2010, IDC was acquired by CDC Cloud; in 2013, CDC Cloud was acquired by Aptean, Inc; and finally in 2018, Aptean, Inc was acquired by Avolin, LLC. The Village’s current contractual relationship is based on our agreement with CDC from 2011 and amendments to this agreement with Aptean from 2014 and 2017. The Avolin agreement, which essentially updates pricing and contract term, expires on June 30, 2020. These agreements provide for support and maintenance for the various financial modules of the current ERP system (accounting, payroll, utility billing, Cyberquery, etc.), software improvements as the applications evolve, and offsite hosting of both the software applications and data. The bundled fee for these services is currently \$84,405 per year.

Discussion & Recommendation

The current agreement with Avolin limits the annual increase to 6% of the prior year amount; the quoted price of \$89,469.38 reflects the full 6% increase. As this will be our last renewal with them, they are not willing to consider lower increases in absence of a longer-term contract.

The agreement consists of three parts:

1. Software as a Service-\$86,571.68
2. Renewal Maintenance-\$2,989.00
3. An Application Service Agreement between the Village and CDC Cloud from 2011-this constitutes the “Master Agreement” that is referred to in items #1 and #2

Please note that the Village Attorney is still reviewing some of the language so there may be some wording changes before the final agreement is signed, but the amount of the renewal will not change.

Budget Impact

Sufficient funds are included in the CY 2020 Budget in Account 1300-7223 to fund this expense.



Village Board and/or Committee Action

The first reading of this item was held on June 16, 2020 whereby it was the consensus of the Village Board to place this item on the second reading agenda at the next meeting.

Documents Attached

1. Software as a Service Quote
2. Renewal Maintenance Quoteals
3. Application Service Agreement between the Village and CDC Cloud from 2011-this constitutes the "Master Agreement" that is referred to in items #1 and #2

Avolin

Quote

Prepared Date 6/9/2020
Quote# 42297

Quote Expires 7/15/2020
Billing Schedule *100% Upon Signature
Payment Terms Net 30
Term Start Date 7/1/2020
Term End Date 6/30/2021

Service Provider

Avolin, LLC
401 Congress Ave.
Ste 2650,
Austin TX 78701-3708
United States

Customer

Village of Hinsdale, Illinois

Bill To

Village of Hinsdale, Illinois
19 E Chicago Ave
Hinsdale IL 60521-3431
United States

End User

Village of Hinsdale, Illinois

Ship To

Village of Hinsdale, Illinois
19 E Chicago Ave
Hinsdale IL 60521-3431
United States

Item	Qty	Item Description
gomembers-SW-VS-GOM-4BF-SAS	15	4gov - Basic Financial Suite - SaaS

Total Fees Due \$86,571.68

<p>For Customer:</p> <p>CUSTOMER SIGNATURE</p>	<p>For Service Provider:</p> <p>SERVICE PROVIDER SIGNATURE</p>
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Does your company require a PO number indicated on the invoice?

- NO PO IS NOT REQUIRED
- YES PO IS REQUIRED PO NUMBER # PO&0+,16"1a3a&)ab)"A-)"a0"16-" ETO FOLLOWE Hq

Is the bill to address above correct or not?

- YES
- NO A I+!& a1"1%" ,*-)"1" a!/"/00a

Avolin

Quote

Prepared Date
Quote#

6/9/2020
42297

Is the ship to address above correct or not?

YES

NO

Please provide the email address of the contact who needs to receive the invoice:

Please provide the email address of the accounts payable contact for Invoice Status Inquiry:

Prepared Date 6/9/2020
Quote# 42297

Special Terms

This Quote is governed by the terms of the Software as a Service Terms and Conditions attached hereto and all online and other terms and conditions referenced therein (the "Master Agreement"). Notwithstanding anything contained in the Master Agreement, the parties agree as follows:

1. Customer agrees to pay the Total Fees Due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled or reduced prior to expiration of the Term. Notwithstanding anything contained in Section 4 herein, each renewal of the Term of this Quote shall be subject to a twenty-five percent (25%) increase over the previous year's pricing, including increases. Pricing for the next renewal term (beginning in 2021) shall be $\$86,571.68 \times 1.25\% = \$108,214.60$.
2. The provisions of this Quote, including the Support Terms, and the Master Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Quote and the Master Agreement.
3. **SUBJECT TO EARLY TERMINATION IN ACCORDANCE WITH THE MASTER AGREEMENT, THE TERM WILL AUTOMATICALLY RENEW FOR THE SAME TERM PERIOD AS THE TERM INDICATED ABOVE AT SERVICE PROVIDER'S THEN-CURRENT RATES, UNLESS CUSTOMER NOTIFIES SERVICE PROVIDER IN WRITING OF CUSTOMER'S INTENT NOT TO RENEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM.**
4. At the direction and sole discretion of Service Provider, affi of Service Provider (the "Service Provider Affi may perform certain tasks related to Service Provider's obligations and rights under this Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to this Quote and the Master Agreement, and that any action taken by the Service Provider Affi in connection with the performance of Service Provider's obligations under this Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affi , regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for its Service Provider Affiliates' compliance with the applicable terms and conditions of this Quote and the Master Agreement.
5. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement(s). In the event that Customer is tax exempt, it shall furnish appropriate documentation to Service Provider to demonstrate such tax exempt status. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with offi tax receipts or other evidence issued by the applicable tax authorities suffi to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.
6. This Quote may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory. In the event of any confl between the terms of this Quote and the terms of the Master Agreement, the terms of this Quote shall control.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS QUOTE AND THE MASTER AGREEMENT.

'Software as a Service' Terms and Conditions

These 'Software as a Service' Terms and Conditions ("**SaaS Terms**") apply to the agreement entered into between the Customer (as identified on the Quote) and the Service Provider (as identified on the Quote) ("**Master Agreement**") and set forth the terms and conditions under which Service Provider will provide the Customer with access to certain applications as set forth on the Quote ("**Application(s)**") and user documentation that Service Provider makes generally available in hard copy or electronic form to its general customer base in conjunction with the subscription of such Applications ("**Documentation**"). The Applications and the Documentation will hereinafter collectively be referred to as the "**Software**."

1. SUBSCRIPTION GRANT AND RIGHT OF USE

- 1.1. **Subscription Grant.** Subject to all limitations and restrictions contained herein and the Quote, Service Provider grants Customer a subscription, software as a service ('SaaS'), nonexclusive, and nontransferable right to access and operate the object code form of Applications (and use its Documentation) as hosted by Service Provider as described in the Quote ("**Use**") and solely to perform those functions described in the Documentation. For clarity, an "Application" means Service Provider's proprietary software that is specifically subscribed to Customer pursuant to a Quote.
- 1.2. **Use.** Customer will have a limited right to Use the Application solely for its internal business purposes, to perform the functions described in the Documentation. Customer shall not allow any website that is not fully owned by Customer to frame, syndicate, distribute, replicate, or copy any portion of Customer's web site that provides direct or indirect access to the Application. Customer shall not allow any website, that is not fully owned by Customer, to frame, syndicate, distribute, replicate, or copy any portion of Customer's web site that provides direct or indirect access to the Software. Unless otherwise expressly permitted in the Quote and subject to Section 1.5, Customer shall not permit any subsidiaries, affiliated companies, or third parties to access the Software.
- 1.3. **Subscription Type.** The license model for the Software is set forth in the Quote and described in the SaaS Addendum located at <http://saaslicensingaddendum.trilogy.com>. Unless otherwise specifically stated in the Quote, the type of license granted is a Named User Subscription. A "**Named User Subscription**" means that the Application subscribed to pursuant to the Quote may be Used by a limited number of individual users, each identified by a unique user id (the "**Named User**"), the maximum number of which is specified in the Quote. Customer may designate different Named Users at any time without notice to Service Provider so long as the permitted number of Named Users is not exceeded. If the Quote identifies the scope of the subscription to be a "**Site Subscription**," a "**Site Subscription**" means that the Application subscribed to pursuant to the Quote may be Used by an unlimited number of individual users solely for the internal Use and benefit of Customer, subject to the terms of these SaaS Terms. A "**Device Subscription**" means that the Application subscribed to pursuant to the Quote may be Used on the number of devices indicated in the Quote. A "**Server Subscription**" means that the Application subscribed

to pursuant to the Quote may be Used on no more than the number of servers indicated in the Quote. The scope of any subscription other than a Named User Subscription, Site Subscription, Device Subscription, or Server Subscription must be expressly designated and defined in detail in a Quote. In no event will any of the subscriptions denoted above be construed to mean a concurrent user subscription.

- 1.4. **Additional Restrictions.** In no event will Customer disassemble, decompile, or reverse engineer the Application or Confidential Information (as defined herein) or permit others to do so. Disassembling, decompiling, and reverse engineering include, without limitation: (i) converting the Application from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Application by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Application's operation and creating the original source code or any approximation thereof by, for example, studying the Application's behavior in response to a variety of inputs; or (iv) performing any other activity related to the Application that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to written agreement, the results thereof will be deemed Confidential Information subject to the requirements of these SaaS Terms. Customer may use Service Provider's Confidential Information solely in connection with the Application and pursuant to the terms of these SaaS Terms.
 - 1.5. **Authorized Users.** Unless otherwise specifically provided in the Quote, "**Authorized Users**" will only consist of: (i) employees of Customer, and (ii) subject to Section 5 (Confidentiality), third party contractors of Customer who do not compete with Service Provider ("**Permitted Contractors**"). Permitted Contractors may Use the Software only at Customer's place of business or in the presence of Customer personnel. Customer is fully liable for the acts and omissions of Permitted Contractors under these SaaS Terms and applicable Quote. Customer shall not permit any parent, subsidiaries, affiliated entities, or third parties to access the Software.
 - 1.6. **Customer License Grant.** Customer grants to Service Provider a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display and distribute Customer data as is reasonable or necessary for Service Provider to perform or provide the Application.
- ## 2. PAYMENT
- 2.1. **Fees.** Customer shall pay Service Provider the fees indicated on the Quote. Unless otherwise provided in a Quote, all fees are to be paid to Service Provider within

thirty (30) days of the date of invoice. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less. If Customer has set up a direct debit, Service Provider will not debit Customer's designated account before seven (7) days have elapsed from the date of the invoice. If Customer is delinquent on a payment of fees for fifteen (15) days or more, Service Provider may suspend access to the Application. Complaints concerning invoices must be made in writing within thirty (30) days from the date of the invoice. Invoices will be sent by electronic delivery unless requested otherwise by Customer, additional fees will apply.

- 2.2. **Taxes.** The subscription, service fees, and other amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties). Customer shall reimburse Service Provider and hold Service Provider harmless for all sales, use, VAT, excise, property or other taxes or levies which Service Provider is required to collect or remit to applicable tax authorities. This provision does not apply to Service Provider's income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished Service Provider with a valid tax exemption certificate. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the SaaS Terms. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.

3. HOSTING

- 3.1. **Service Availability.** Service Provider will use reasonable efforts to achieve Service Provider's availability goals described in the 'Service Level Addendum for SaaS' located at <http://saasserviceleveladdendum.trilogy.com>
- 3.2. **Support Services.** Upon payment of the relevant fees on the applicable Quote, Customer may receive certain support services for the Application pursuant to the 'Support Addendum for SaaS' located at <http://saassupportaddendum.trilogy.com>.

4. OWNERSHIP

- 4.1. **Reservation of Rights.** By signing the Quote,

Customer irrevocably acknowledges that, subject to the rights granted herein, Customer has no ownership interest in the Software or Service Provider materials provided to Customer. Service Provider will own all right, title, and interest in such Software and Service Provider materials, subject to any limitations associated with intellectual property rights of third parties. Service Provider reserves all rights not specifically granted herein.

- 4.2. **Marks and Publicity.** Service Provider and Customer trademarks, trade names, service marks, and logos, whether or not registered ("**Marks**"), are the sole and exclusive property of the respective owning party, which owns all right, title and interest therein. Service Provider may: (i) use the Customer's name and/or logo within product literature, press release(s), social media, and other marketing materials; (ii) quote the Customer's statements in one or more press releases; and/or (iii) make such other use of the Customer's name and/or logo as may be agreed between the parties. Additionally, Service Provider may include Customer's name and/or logo within its list of customers for general promotional purposes. Service Provider shall comply with Customer's trademark use guidelines as such are communicated to the Service Provider in writing and Service Provider shall use the Customer's Marks in a manner which is consistent with industry practice. Neither party grants to the other any title, interest or other right in any Marks except as provided in this Section.

5. CONFIDENTIALITY

- 5.1. **Definition.** "**Confidential Information**" includes all information marked pursuant to this Section and disclosed by either party, before or after the Quote Term Start Date (as identified on the Quote), and generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a party that contains, reflects, or is derived from such information. For clarity, the term 'Confidential Information' does not include any personally identifiable information. Obligations with respect to personally identifiable information (if any) are set forth in the 'Privacy Addendum' located at <http://globalprivacyaddendum.trilogy.com>.
- 5.2. **Confidentiality of Software.** All Confidential Information in tangible form will be marked as "Confidential" or the like or, if intangible (e.g., orally disclosed), will be designated as being confidential at the time of disclosure and will be confirmed as such in writing within thirty (30) days of the initial disclosure. Notwithstanding the foregoing, the following is deemed Service Provider Confidential Information with or without such marking or written confirmation: (i) the Software and other related materials furnished by Service Provider; (ii) the oral and visual information relating to the Application; and (iii) these SaaS Terms.
- 5.3. **Exceptions.** Without granting any right or license, the obligations of the parties hereunder will not apply to any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving party; (ii) is independently developed by the other party without use of the disclosing party's Confidential Information; (iii) is rightfully obtained from a third party without any obligation of confidentiality; or (iv)

is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, neither party will be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the disclosing party so that the disclosing party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.

5.4 Ownership of Confidential Information. Nothing in these SaaS Terms will be construed to convey any title or ownership rights to the Software or other Confidential Information to Customer or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest to the Service Provider's Confidential Information. Neither party shall, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third party and shall not copy, reproduce or distribute the Confidential Information except as expressly permitted in these SaaS Terms. Each party shall take every reasonable precaution, but no less than those precautions used to protect its own Confidential Information, to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the Confidential Information.

5.4. Non-Disclosure. Each party agrees at all times to use all reasonable efforts, but in any case no less than the efforts that each party uses in the protection of its own Confidential Information of like value, to protect Confidential Information belonging to the other party. Each party agrees to restrict access to the other party's Confidential Information only to those employees or Subcontractors who: (i) require access in the course of their assigned duties and responsibilities; and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section.

5.5. Injunctive Relief. Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party will be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section.

5.6. Suggestions/Improvements to Software. Notwithstanding this Section, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Software or other Service Provider materials provided to Customer will be owned by Service Provider, and Customer hereby agrees to assign any such rights to Service Provider. Nothing in these SaaS Terms will preclude Service Provider from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Service Provider in the performance of services hereunder.

6. WARRANTY

6.1. No Malicious Code. To the knowledge of Service Provider, the Application does not contain any malicious

code, program, or other internal component (e.g. computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, or alter the Application, or which could reveal, damage, destroy, or alter any data or other information accessed through or processed by the Application in any manner. This warranty will be considered part of and covered under the provisions of these SaaS Terms. Customer must: (i) notify Service Provider promptly in writing of any nonconformance under this warranty; (ii) provide Service Provider with reasonable opportunity to remedy any nonconformance under the provisions of these SaaS Terms; and (iii) provide reasonable assistance in identifying and remedying any nonconformance.

6.2. Authorized Representative. Customer and Service Provider warrant that each has the right to enter into these SaaS Terms and that these SaaS Terms and the Quotes executed hereunder will be executed by an authorized representative of each entity.

6.3. Services Warranty. Service Provider warrants that all services performed hereunder shall be performed in a workmanlike and professional manner.

6.4. Disclaimer of Warranties. ANY AND ALL OF SOFTWARE, SERVICES, CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY OR MATERIALS PROVIDED BY SERVICE PROVIDER TO THE CUSTOMER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE EXPRESSLY STATED IN SECTION 6 OF THESE SAAS TERMS. SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NEITHER SERVICE PROVIDER (NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS OR LICENSORS) WARRANTS OR REPRESENTS THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

6.5. Modifications. Notwithstanding anything to the contrary in this Section, any and all warranties under these SaaS Terms are VOID if Customer has made changes to the Software or has permitted any changes to be made other than by or with the express, written approval of Service Provider.

7. INDEMNIFICATION

7.1. Service Provider Indemnity. Service Provider will defend at its expense any cause of action brought against Customer, to the extent that such cause of action is based on a claim that the Application, as hosted by Service Provider to Customer, infringes a United States patent, copyright, or trade secret of a third party. Service Provider will pay those costs and damages finally awarded against Customer pursuant to any such claim or paid in settlement of any such claim if such settlement was approved in advance by Service Provider. Customer may retain its own counsel at Customer's own expense.

7.2. **No Liability.** Service Provider will have no liability for any claim of infringement based on: (i) Software which has been modified by parties other than Service Provider where the infringement claim would not have occurred in the absence of such modification; (ii) Customer's use of the Software in conjunction with data or third party software where use with such data or third party software gave rise to the infringement claim; or (iii) Customer's use of the Software outside the permitted scope of these SaaS Terms.

7.3. **Remedies.** Should the Software become, or in Service Provider's opinion is likely to become, the subject of a claim of infringement, Service Provider may, at its option, (i) obtain the right for Customer to continue using the Software, (ii) replace or modify the Software so it is no longer infringing or reduces the likelihood that it will be determined to be infringing, or (iii) if neither of the foregoing options is commercially reasonable, terminate the access and Use of the Software. Upon such termination, Customer shall cease accessing the Software and Service Provider will refund to Customer, as Customer's sole remedy for such subscription termination, the subscription fees paid by Customer for the terminated license for the past twelve (12) months. THIS SECTION 7 STATES THE ENTIRE LIABILITY OF SERVICE PROVIDER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE APPLICATION.

7.4. **Customer Indemnity.**

Customer agrees to defend, indemnify, and hold Service Provider and its officers, directors, employees, consultants, and agents harmless from and against any and all damages, costs, liabilities, expenses (including, without limitation, reasonable attorneys' fees), and settlement amounts incurred in connection with any claim arising from or relating to Customer's: (i) breach of any of its obligations set forth in Section 10 (Customer Obligations); (ii) Customer's gross negligence or willful misconduct; (iii) actual or alleged use of the Application in violation of these SaaS Terms or applicable law by Customer or any Authorized Users; (iv) any actual or alleged infringement or misappropriation of third party intellectual property rights arising from data provided to Service Provider by the Customer or otherwise inputted into the Application, whether by the Customer, an Authorized User or otherwise including Customer Work Product (as defined

below); and/or (v) any violation by Customer or its Authorized Users, of any terms, conditions, agreements or policies of any third party service provider. "Customer Work Product" means that data and those forms developed or acquired by Customer for internal business purposes independent from Service Provider or the Application.

7.5. **Indemnification Procedures.** Each indemnifying party's obligations as set forth in this Section are subject to the other party: (i) giving the indemnifying party prompt written notice of any such claim or the possibility thereof; (ii) giving the indemnifying party sole control over the defense and settlement of any such claim; and (iii) providing full cooperation in good faith in the defense of any such claim.

8. **LIMITATION OF LIABILITY**

8.1. **Liability Cap.** TO THE MAXIMUM EXTENT

WILL SERVICE PROVIDER BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES.

8.2. **Disclaimer of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL.

8.3 THE FOREGOING LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

9. **TERM AND TERMINATION**

9.1. **Subscription Term.** The term of these SaaS Terms will continue until the termination of the last Quote. Subject to the termination rights herein, the term shall automatically renew for the same term period as the term indicated within the then-current Quote at Service Provider's then-current rates, unless Customer notifies Service Provider in writing of Customer's intent not to renew at least sixty (60) days prior to the expiration of the then-current term.

9.2. **Termination by Service Provider.** These SaaS Terms and any rights created hereunder may be terminated by Service Provider: (i) if Customer fails to make any payments due hereunder within fifteen (15) days of the due date; (ii) on thirty (30) days written notice to Customer if Customer fails to perform any other material obligation required of it hereunder, and such failure is not cured within such thirty (30) day period; or (iii) Customer files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

9.3. **Termination by Customer.** These SaaS Terms may be terminated by Customer on ninety (90) days written notice to Service Provider if Service Provider fails to perform any material obligation required of it hereunder, and such failure is not cured within ninety (90) days from Service Provider's receipt of Customer's notice or a longer period if Service Provider is working diligently towards a cure.

9.4. **Effect of Termination.** Upon termination of these SaaS Terms, Customer shall no longer access the Software and Customer shall not circumvent any security mechanisms contained therein.

9.5. **Other Remedies.** Termination of SaaS Terms will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Customer's obligation to pay all fees that have

PERMITTED BY APPLICABLE LAW, IN NO EVENT

accrued or are otherwise owed by Customer under these

10. CUSTOMER OBLIGATIONS

- 10.1. Customer agrees that no employees of Service Provider will be required to individually sign any agreement in order to perform any services hereunder including, but not limited to, access agreements, security agreements, facilities agreements or individual confidentiality agreements
- 10.2. Customer agrees to comply with all applicable laws, regulations, and ordinances relating to these SaaS Terms. Customer shall ensure that each Web site for which the Application is engaged contains or is linked to a privacy policy that governs its data collection and use practices.
- 10.3. The Customer shall be obliged to inform its Authorized Users before the beginning of use of the Software about the rights and obligations set forth in these SaaS Terms. The Customer will be liable for any violation of obligations by its Authorized Users or by other third parties who violate obligations within the Customer's control.
- 10.4. The Customer shall be obliged to keep the login names and the passwords required for the use of the Application confidential, to keep it in a safe place, and to protect it against unauthorized access by third parties with appropriate precautions, and to instruct its Authorized Users to observe copyright regulations. Personal access data must be changed at regular intervals.
- 10.5. Before entering its data and information, the Customer shall be obliged to check the same for viruses or other harmful components and to use state of the art anti-virus programs for this purpose. In addition, the Customer itself shall be responsible for the entry and the maintenance of its data.
- 10.6. Service Provider has the right (but not the obligation) to suspend access to the Application or remove any data or content transmitted via the Application without liability (i) if Service Provider reasonably believes that the Application is being used in violation of these SaaS Terms or applicable law, (ii) if requested by a law enforcement or government agency or otherwise to comply with applicable law, provided that Service Provider shall use commercially reasonable efforts to notify Customer prior to suspending the access to the Application as permitted under these SaaS Terms, or (iii) as otherwise specified in these SaaS Terms. Information on Service Provider's servers may be unavailable to Customer during a suspension of access to the Software. Service Provider will use commercially reasonable efforts to give Customer at least twelve (12) hours' notice of a suspension unless Service Provider determines in its commercially reasonable judgment that a suspension on shorter or contemporaneous notice is necessary to protect Service Provider or its customers.
- 10.7. During the term of these SaaS Terms and for a period of two (2) years following any termination or expiration of these SaaS Terms, Customer shall maintain written records related to the use of the Software by Customer, as reasonably necessary to verify compliance with the usage terms of these SaaS Terms. Such records will be kept in accordance with Customer's records retention policy and records

retention schedule applicable thereto. Not more than once annually, and with notice of not less than 20 business days, Service Provider may (or may engage a third-party, which will be subject to a confidentiality obligation), to verify compliance ("Verification.") Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. At Service Provider's option, Service Provider may request, and Customer hereby agrees to complete, a self-audit questionnaire relating to Customer's usage under the rights granted by Supplier to Customer in the SaaS Terms. If Verification or self-audit reveals excess use of the Software, Customer agrees to compensate Service Provider for such usage. All costs of the Verification will be borne by Service Provider, unless excess usage of 5% or more is found ("**Material Excess Usage**"). If Material Excess Usage is found during Verification, Customer shall reimburse Service Provider for the actual costs associated with performance of the Verification. Service Provider and any third-party involved in the Verification will use the information obtained in compliance review only to enforce Service Provider's rights and to determine Customer's compliance with the terms of the rights granted in these SaaS Terms. By invoking the rights and procedures described in this Section, Service Provider does not waive its rights to enforce other terms of these SaaS Terms, including, but not limited to, any intellectual property rights by other means as permitted by law.

11. MISCELLANEOUS

- 11.1. **Assignment.** Customer may not assign these SaaS Terms or otherwise transfer any right created hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of Service Provider. Any purported assignment of these SaaS Terms, or any rights in violation of this Section will be deemed void. Service Provider may assign these SaaS Terms, sub-contract or otherwise transfer any right or obligation under these SaaS Terms to a third party without the Customer's prior written consent.
- 11.2. **Foreign Nationals.** Customer acknowledges that Service Provider employs foreign nationals, and that these foreign national employees will work, on Service Provider's behalf, to perform its obligations and services hereunder.
- 11.3. **Affiliates and Third Parties.** At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Service Provider Affiliates") may perform certain tasks related to Service Provider's obligations and rights under the Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to the Quote and the Master Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider's obligations under the Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for Service Provider Affiliates' compliance with the applicable terms and

conditions of the Quote and the Master Agreement. Service Provider will have the right to use third parties, including offshore entities who employ foreign nationals, as well as employees and contractors of Service Provider Affiliates and subsidiaries, who may also be foreign nationals (collectively, "Subcontractors") in the performance of its obligations hereunder and, for purposes of these SaaS Terms, all references to Service Provider or its employees will be deemed to include such Subcontractors. Service Provider will have the right to disclose Customer Confidential Information to such third parties provided such third parties are subject to confidentiality obligations similar to those between Service Provider and Customer.

- 11.4. **Technical Data.** Customer shall not provide to Service Provider any technical data as that term is defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Customer shall certify that all information provided to Service Provider has been reviewed and scrubbed so that all technical data and other sensitive information relevant to Customer's ITAR regulated project has been removed and the information provided is only relevant to bug reports on Service Provider products.
- 11.5. **Compliance with Laws.** Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party's performance under these SaaS Terms.
- 11.6. **Survival.** The provisions set forth in Sections 2, 4, 5, 6.4, 8, 9.3, 9.4 and 11 of these SaaS Terms will survive termination or expiration of these SaaS Terms and any applicable license hereunder.
- 11.7. **Notices.** Any notice required under these SaaS Terms shall be given in writing and will be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the applicable address specified on the Quote or to such other address as the parties may designate in writing. Any notice of material breach will clearly define the breach including the specific contractual obligation that has been breached.
- 11.8. **Force Majeure.** Service Provider will not be liable to Customer for any delay or failure of Service Provider to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Service Provider. Such causes will include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by Customer in providing required resources or support or performing any other requirements hereunder.
- 11.9. **Restricted Rights.** Use of the Software by or for the United States Government is conditioned upon the Government agreeing that the Software is subject to Restricted Rights as provided under the provisions set forth in FAR 52.227-19. Customer shall be responsible for assuring that this provision is included in all agreements with the United States Government and that the Software, when accessed by the Government, is correctly marked as required by applicable Government regulations governing such Restricted Rights as of such access.
- 11.10. **Entire Agreement.** These SaaS Terms together with the documents referenced herein constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all proposals and prior discussions and writings between the parties with respect to the subject matter contained herein. All terms respecting the subject matter of the SaaS Terms and contained in purchase orders, invoices, acknowledgments, shipping instructions, or other forms exchanged between the parties will be void and of no effect.
- 11.11. **Modifications.** The parties agree that these SaaS Terms cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.
- 11.12. **Non-solicitation.** During the term of these SaaS Terms and for a period of two (2) years thereafter, Customer agrees not to hire, solicit, nor attempt to solicit, the services of any employee or Subcontractor of Service Provider without the prior written consent of Service Provider. Customer further agrees not to hire, solicit, nor attempt to solicit, the services of any former employee or Subcontractor of Service Provider for a period of one (1) year from such former employee's or Subcontractor's last date of service with Service Provider. Violation of this provision will entitle Service Provider to liquidated damages against Customer equal to two hundred percent (200%) of the solicited person's gross annual compensation.
- 11.13. **Headings.** Headings are for reference purposes only, have no substantive effect, and will not enter into the interpretation hereof.
- 11.14. **No Waiver.** No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.
- 11.15. **Severability and Reformation.** Each provision of these SaaS Terms is a separately enforceable provision. If any provision of these SaaS Terms is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for these SaaS Terms to remain in effect in accordance with its terms as modified by such reformation.
- 11.16. **Independent Contractor.** Service Provider is an independent contractor and nothing in these SaaS Terms will be deemed to make Service Provider an agent, employee, partner, or joint venturer of Customer. Neither party will have authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.
- 11.17. **Governing Law; Venue.** The laws of the State of Texas, USA govern the interpretation of these SaaS Terms, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to these SaaS Terms. The parties agree that the federal and state courts located in Travis County, Texas, USA will have exclusive jurisdiction for any dispute arising under, out of, or relating to these SaaS Terms. Mediation will be held in Austin, Texas, USA.
- 11.18. **Dispute Resolution.**
Negotiations. Where there is a dispute, controversy, or claim arising under, out of, or relating to these SaaS Terms, the aggrieved party shall notify the other party in writing of the nature of such dispute with as much detail

as possible about the alleged deficient performance of the other party. A representative from senior management of each of the parties shall meet in person or communicate by telephone within five (5) business days of the date of the written notification in order to reach an agreement about the nature of the alleged deficiency and the corrective action to be taken by the respective parties.

Mediation. Any dispute, controversy, or claim arising under, out of, or relating to these SaaS Terms and any subsequent amendments of these SaaS Terms, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, and any claims with respect to the validity of this mediation agreement (hereinafter the "Dispute"), shall be submitted to mediation in accordance with the then-current WIPO Mediation Rules. The language to be used in the mediation will be English.

Opportunity to Cure. Notwithstanding anything contained hereunder, Customer agrees and acknowledges that no dispute resolution or litigation will be pursued by Customer for any breach of these SaaS Terms until and unless Service Provider has had an opportunity to cure any alleged breach. Customer agrees to provide Service Provider with a detailed description of any alleged failure and a description of the steps that Customer understands must be taken by Service Provider to resolve the failure. Service Provider

shall have sixty (60) days from Service Provider's receipt of Customer's notice to complete the cure.

Injunctive Relief. The parties agree that it will not be inconsistent with their duty to mediate to seek injunctive or other interim relief from a competent court. The parties, in addition to all other available remedies, shall each have the right to initiate an action in any court of competent jurisdiction in order to request injunctive or other interim relief with respect to a violation of intellectual property rights or confidentiality obligations. The choice of venue does not prevent a party from seeking injunctive or any interim relief in any appropriate jurisdiction.

11.19 Country-Specific Terms. The country-specific provisions described in the 'Country-Specific Terms Addendum' located at <http://countryspecifictermsaddendum.trilogy.com> replace or supplement the equivalent provisions above as noted therein where the Customer is located in one of the countries identified in the Country-Specific Terms Addendum and, in any case, where the law of the jurisdiction listed in the Country-Specific Terms Addendum gets applied.

Avolin

Quote

Prepared Date 6/10/2020
Quote# 42331

Service Provider

Avolin, LLC
 401 Congress Ave.
 Ste 2650,
 Austin TX 78701-3708
 United States

Quote Expires 7/15/2020
Billing Schedule *100% Upon Signature
Payment Terms Net 30
Term Start Date 7/1/2020
Term End Date 6/30/2021

Customer

Village of Hinsdale, Illinois

Bill To

Village of Hinsdale, Illinois
 19 E Chicago Ave
 Hinsdale IL 60521-3431
 United States

End User

Village of Hinsdale, Illinois

Ship To

Village of Hinsdale, Illinois
 19 E Chicago Ave
 Hinsdale IL 60521-3431
 United States

Item	Qty	Item Description
gomembers-RM-VS-GOM-RPU1	1	Renewal Maintenance: Requisitioning
gomembers-RM-VS-GOM-BPP1	1	Renewal Maintenance: Budget Preparation - Per User
gomembers-RM-VS-GOM-CRP1	1	Renewal Maintenance: Cash Receipts - Per User
gomembers-RM-VS-GOM-4UB-OPP	1	Renewal Maintenance: 4gov - Utility Billing - Premise
gomembers-RM-VS-GOM-PPU1	1	Renewal Maintenance: Payroll/Personnel - Per User
gomembers-RM-VS-GOM-DAM1	1	Renewal Maintenance: DiLOG Accountiing - Management Accounting - Per User
gomembers-RM-VS-GOM-DAF1	1	Renewal Maintenance: DiLOG Accounting - Financial Accounting - Per User
gomembers-RM-VS-GOM-CNA1	1	Renewal Maintenance: Central Name and Address - Per User
gomembers-RM-VS-GOM-CRW1	1	Renewal Maintenance: CyberQuery Report Writer - Runtime licenses, per user
gomembers-RM-VS-GOM-CPP1	1	Renewal Maintenance: CAPPs - Purchasing/Accounts Payable

Total Fees Due \$2,898.00

<p>For Customer:</p> <p>CUSTOMER SIGNATURE</p>	<p>For Service Provider:</p> <p>SERVICE PROVIDER SIGNATURE</p>
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Prepared Date
Quote#

6/10/2020
42331

Does your company require a PO number indicated on the invoice?

- NO PO IS NOT REQUIRED
- YES PO IS REQUIRED & PO NUMBER REQUIRED

Is the bill to address above correct or not?

- YES
- NO

Is the ship to address above correct or not?

- YES
- NO

Please provide the email address of the contact who needs to receive the invoice:

Please provide the email address of the accounts payable contact for Invoice Status Inquiry:

Prepared Date
Quote#

6/10/2020
42331

Special Terms

This Quote is governed by the terms and conditions previously executed by the parties (the "Master Agreement"). Notwithstanding anything contained in the Master Agreement, the parties agree as follows:

1. Customer agrees to pay the Total Fees Due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled or reduced prior to expiration of the Term. Notwithstanding anything contained in Section 4 herein, each renewal of the Term of this Quote shall be subject to a twenty-five percent (25%) increase over the previous year's pricing, including increases. Pricing for the next renewal term (beginning in 2021) shall be $\$2,898.00 \times 1.25\% = \$3,622.50$.
2. The Maintenance and Support Terms and Conditions attached hereto ("Support Terms") shall supersede all previous support terms and conditions between the parties.
3. The provisions of this Quote, including the Support Terms, and the Master Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Quote and the Master Agreement.
4. SUBJECT TO EARLY TERMINATION IN ACCORDANCE WITH THE MASTER AGREEMENT, THE TERM WILL AUTOMATICALLY RENEW FOR THE SAME TERM PERIOD AS THE TERM INDICATED ABOVE AT SERVICE PROVIDER'S THEN-CURRENT RATES, UNLESS CUSTOMER NOTIFIES SERVICE PROVIDER IN WRITING OF CUSTOMER'S INTENT NOT TO RENEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM.
5. At the direction and sole discretion of Service Provider, aff of Service Provider (the "Service Provider Affi" may perform certain tasks related to Service Provider's obligations and rights under this Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affi role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to this Quote and the Master Agreement, and that any action taken by Service Provider Affi in connection with the performance of Service Provider's obligations under this Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affi, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for its Service Provider Affiliates' compliance with the applicable terms and conditions of this Quote and the Master Agreement.
6. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement(s). In the event that Customer is tax exempt, it shall furnish appropriate documentation to Service Provider to demonstrate such tax exempt status. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with offi tax receipts or other evidence issued by the applicable tax authorities suffi to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.
7. This Quote may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory. In the event of any confl between the terms of this Quote and the terms of the Master Agreement, the terms of this Quote shall control.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS QUOTE AND THE **MASTER AGREEMENT**.

Maintenance and Support Terms and Conditions

The following Maintenance and Support Terms and Conditions (these "Support Terms") are made part of the agreement between Customer (as identified on the Quote) and Service Provider (as identified on the Quote) (the "Master Agreement").

1. SUPPORT AND MAINTENANCE TERMS

Service Provider and Customer agree to the terms and conditions set forth in the Maintenance and Support Addendum located at:

<http://maintenanceandsupportaddendum.trilogy.com>.

2. WARRANTY

Service Provider warrants all services performed under these Support Terms shall be performed in a workmanlike and professional manner. EXCEPT AS OTHERWISE STATED IN THESE SUPPORT TERMS, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER, ITS SERVICE PROVIDER AFFILIATES, OR ITS THIRD PARTY LICENSORS OR SUBCONTRACTORS BE LIABLE ON ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE MAINTENANCE AND SUPPORT SERVICES WHICH GAVE RISE TO SUCH DAMAGES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER, SERVICE PROVIDER AFFILIATES OR ITS THIRD PARTY LICENSORS OR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, NEGLIGENCE, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL.

THE FOREGOING LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

3. MISCELLANEOUS

3.1. **Customer Facilities.** To the extent required by Service Provider, Customer will, upon request, promptly make available to Service Provider certain of its facilities, computer resources, software programs, networks, personnel, and business information as are required to perform any service or obligation hereunder. Service Provider agrees to comply with Customer's rules and regulations regarding safety, security, and conduct, provided Service Provider has been made aware of such

rules and regulations.

3.2. **Purchase Orders.** Customer may provide Service Provider with a valid purchase order immediately upon execution of a Quote. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and these Support Terms, including any Quotes entered into pursuant hereto. Customer's failure to issue a purchase order or provide such purchase order to Service Provider shall in no way relieve Customer of any obligation entered into pursuant to these Support Terms including, but not limited to, its obligation to pay Service Provider in a timely fashion.

3.3. **Affiliates and Third Parties.** At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Service Provider Affiliates") may perform certain tasks related to Service Provider's obligations and rights under the Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to the Quote and the Master Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider's obligations under the Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for Service Provider Affiliates' compliance with the applicable terms and conditions of the Quote and the Master Agreement. Service Provider will have the right to use third parties, including offshore entities who employ foreign nationals, as well as employees and contractors of Service Provider Affiliates and subsidiaries, who may also be foreign nationals (collectively, "Subcontractors") in the performance of its obligations hereunder and, for purposes of these Support Terms, all references to Service Provider or its employees will be deemed to include such Subcontractors. Service Provider will have the right to disclose Customer Confidential Information to such third parties provided such third parties are subject to confidentiality obligations similar to those between Service Provider and Customer.

3.4. **Technical Data.** Customer shall not provide to Service Provider any Technical Data as that term is defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Customer shall certify that all information provided to Service Provider has been reviewed and scrubbed so that all Technical Data and other sensitive information relevant to Customer's ITAR regulated projects has been removed and the information provided is only relevant to bug reports on Service Provider products.

3.5. **Suggestions/Improvements to Software.** All suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Software or

other Service Provider materials provided to Customer shall be owned by Service Provider, and Customer hereby agrees to assign any such rights to Service Provider. Nothing in these Support Terms shall preclude Service Provider from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Service Provider in the performance of services hereunder.

3.6. Confidentiality. Each party ("**Receiving Party**") agrees to keep confidential all technical, product, business, financial, and other information regarding the business and software programs of the other party ("**Disclosing Party**"), its affiliates, customers, employees, investors, contractors, vendors, and suppliers (the "**Confidential Information**"). For clarity, the term 'Confidential Information' does not include any personally identifiable information. Obligations with respect to personally identifiable information (if any) will be set forth in a separate written agreement between the parties. Receiving Party shall at all times to use all reasonable efforts, but in any case no less than the efforts that Receiving Party uses in the protection of its own Confidential Information of like value, to protect Confidential Information belonging to Disclosing Party and agrees not to disclose, give, transmit, or otherwise convey any Confidential Information, in whole or in part, to any third party, except that each party may disclose any Confidential Information to its directors, officers, and employees (and in the case of Service Provider, to its Subcontractors, as well) provided that such directors, officers, employees, or Subcontractors are bound by confidentiality conditions as restrictive as those contained herein. Receiving Party shall not, by authorized or unauthorized access, review, reverse engineer, disassemble, or decompile any Confidential Information. Except as provided hereunder, Receiving Party agrees that it will not use any Confidential Information for its own purpose or for the benefit of any third party and shall honor the copyrights and other intellectual property rights of the Disclosing Party and will not copy, duplicate, or in any manner reproduce any such copyrighted materials. Upon request of Disclosing Party or upon termination of these Support Terms, the Receiving Party shall promptly deliver to the Disclosing Party any and all documents, notes, or other physical embodiments of or reflecting the Confidential Information (including copies thereof) that are in its possession or control. Within seven (7) days of termination of these Support Terms or upon request by the Disclosing Party, the Receiving Party shall return or destroy all Confidential Information of the Disclosing Party. If Confidential Information is destroyed rather than returned, the returning party shall certify such destruction. Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party shall be entitled to, in addition to any other remedies available at law or in equity, seek temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section.

3.7. Compliance with Laws. Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party's performance under these Support Terms.

3.8. Assignment. Customer may not assign these Support Terms or transfer any license created hereunder, by operation of law, change of control, or otherwise without the prior written consent of Service Provider. Any purported assignment of these Support Terms in violation of this Section will be deemed void. Service Provider may assign these Support Terms, sub-contract or otherwise transfer any right or obligation under these Support Terms

to a third party without the Customer's prior written consent.

3.9. Governing Law; Venue. The laws of the State of Texas, USA govern the interpretation of these Support Terms, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to these Support Terms. The parties agree that the federal and state courts located in Travis County, Texas, USA will have exclusive jurisdiction for any dispute arising under, out of, or relating to these Support Terms. Mediation will be held in Austin, Texas, USA.

3.10. Dispute Resolution.

3.10.1 Negotiations. Where there is a dispute, controversy, or claim arising under, out of, or relating to these Support Terms, the aggrieved party shall notify the other party in writing of the nature of such dispute with as much detail as possible about the alleged deficient performance of the other party. A representative from senior management of each of the parties shall meet in person or communicate by telephone within five (5) business days of the date of the written notification in order to reach an agreement about the nature of the alleged deficiency and the corrective action to be taken by the respective parties.

3.10.2. Mediation. Any dispute, controversy, or claim arising under, out of, or relating to these Support Terms and any subsequent amendments of these Support Terms, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, and any claims with respect to the validity of this mediation agreement (hereinafter the "**Dispute**") shall be submitted to mediation in accordance with the then-current WIPO Mediation Rules. The language to be used in the mediation will be English.

3.10.3. Opportunity to Cure. Notwithstanding anything contained hereunder, Customer agrees and acknowledges that no dispute resolution or litigation will be pursued by Customer for any breach of these Support Terms until and unless Service Provider has had an opportunity to cure any alleged breach. Customer agrees to provide Service Provider with a detailed description of any alleged failure and a description of the steps that Customer understands must be taken by Service Provider to resolve the failure. Service Provider shall have sixty (60) days from Service Provider's receipt of Customer's notice to complete the cure.

3.10.4. Injunctive Relief. The parties agree that it will not be inconsistent with their duty to mediate to seek injunctive or other interim relief from a competent court. The parties, in addition to all other available remedies, will each have the right to initiate an action in any court of competent jurisdiction in order to request injunctive or other interim relief with respect to a violation of intellectual property rights or confidentiality obligations. The choice of venue does not prevent a party from seeking injunctive or any interim relief in any appropriate jurisdiction.

3.10.5. Entire Agreement. The provisions of these Support Terms together with the documents referenced herein constitute the entire agreement between the parties with respect to the subject matter herein and supersede all prior agreements, oral or written, and all other communications relating to the subject matter of the Support Terms. Customer acknowledges and agrees that it is not relying on any agreement, representation, statement or warranty (whether or

not in writing) made or given prior to commencement of the Term set out on the Quote, except as expressly provided in these Support Terms, with respect to the Maintenance and Support services provided hereunder.

3.10.6. Modifications. These Support Terms may only be modified or supplemented by a writing manually signed by the authorized representatives of the parties. These Support Terms do not in any way amend any portion of the License Agreement except for the portion of the License Agreement that specifically governs Maintenance and Support activities as to the Software. All other terms and conditions of the License Agreement remain in full force and effect, including, but not limited to, all license provisions.

3.10.7. Severability and Reformation. Each provision of these Support Terms is a separately enforceable provision. If any provision of these Support Terms is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary in order for these Support Terms to remain in effect in accordance with its terms as modified by such reformation

3.10.8. Waiver. Any waiver made by either party of any term or condition of these Support Terms shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof.

3.10.9. Import/Export Laws. The Software, its related technology and services, and Customer's use of the Software and its related technology and services are subject to U.S. export control and sanctions laws and regulations, including, but not limited to, the Export Administration Regulations, 15 C.F.R. Parts 730-774 (the "EAR"), and sanctions imposed or administered by the Department of the Treasury, Office of Foreign Assets Control ("OFAC"), and the Department of State and may be subject to export or import regulations in other countries. Customer warrants and certifies that: (i) Customer is not a citizen, national, permanent resident of, or incorporated or organized to do business in, and is not under the control of the governments of Iran, North Korea, Cuba, Sudan or Syria, or any country to which the United States embargoes goods; (ii) Customer is eligible under U.S. law to receive exports of the Software, in that it is not included on any list of sanctioned or ineligible parties maintained by the U.S. government, including, but not limited to, OFAC's lists of Specially Designated Nationals and Blocked Persons ("SDN List"), U.S. Department of Commerce's Table of Denial Orders, the Entity List, or the Unverified List; (iii) Customer will not sell, export, re-export, transfer, use, or enable the use of the Software, its related technology and services, or any other items that may be provided by Service Provider, directly or indirectly: (a) to or for end-use in or by the countries listed in (i) above or any citizens, nationals, or permanent residents of such countries; (b) to or for end-use by any person or entity determined by any U.S. government agency to be ineligible to receive exports, including, but not limited to, persons and entities designated on the lists described in (ii) above; and (c) to or for end-uses prohibited by U.S. export or sanctions laws and regulations, including, but not limited to, activities involving the proliferation of chemical, biological, or nuclear weapons, weapons of mass destruction or the missiles capable of delivering such weapons, and their related technology.

3.10.10. Independent Contractor. Each party is and will remain an independent contractor with respect to all performance rendered pursuant to the Support Terms.

3.10.11 Headings. The headings of these Support Terms

are provided for reference only and will not be used as a guide to interpretation.

3.10.12. Notices. All notices under these Support Terms will be in writing and will be considered given as of twenty-four (24) hours after sending by electronic means (such as e-mail as duly provided by the authorized representatives of either party for such purpose) or by overnight air courier service, or upon delivery to the party to whom addressed after deposit in the mail (certified, return receipt requested) to the addresses mentioned on the Quote.

3.10.13. Force Majeure. Service Provider shall not be liable to Customer for any delay or failure of Service Provider to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Service Provider. Such causes shall include, but are not limited to, acts of God, floods, fire, utility failure, acts of terrorism, war, etc.

3.10.14. Conflict. In the event of a conflict between the terms and conditions of these Support Terms, the License Agreement, or a Quote, the terms and conditions of the Quote, these Support Terms, or the License Agreement will prevail, in that order.

3.10.15. Restricted Rights. Use of the Software by or for the United States Government is conditioned upon the Government agreeing that the Software is subject to Restricted Rights as provided under the provisions set forth in FAR 52.227-19. Customer shall be responsible for ensuring that this provision is included in all agreements with the United States Government and that the Software, when delivered to the Government, is correctly marked as required by applicable Government regulations governing such Restricted Rights as of such delivery.

3.10.16. Survival. The terms of Sections 2 and 3 will survive the term of these Support Terms.

3.10.17. Payment. Unless otherwise specified in the Quote, Service Provider may invoice Customer for all fees immediately following the Quote Effective Date and all such fees shall be due and payable within thirty (30) days of such invoice date. Notwithstanding any provision to the contrary, any and all payments required to be made hereunder shall be timely made, and no payments to Service Provider shall be withheld, delayed, reduced, or refunded if Service Provider has performed its material obligations. Invoices will be sent by electronic delivery unless requested otherwise by Customer, additional fees will apply.

3.10.18 Taxes. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Master Agreement. In the event that Customer is tax exempt, it shall furnish appropriate documentation to Service Provider to demonstrate such tax exempt status. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall

promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.

3.10.19. Late Payment Fees. Any late payment will be subject to any costs of collection (including reasonable legal fees) and bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less.

3.10.20. Non-solicitation. During the Term of these Support Terms and for a period of two (2) years thereafter, Customer agrees not to hire, solicit, nor attempt to solicit, the services of any employee or Subcontractor of Service Provider without the prior written consent of Service Provider. Customer further agrees not to hire, solicit, nor attempt to solicit, the services of any former employee or Subcontractor of Service Provider for a period of one (1) year from such former employee's or Subcontractor's last date of service with Service Provider. Violation of this provision shall entitle Service Provider to a liquidated penalty against Customer equal to two hundred percent (200%) of the solicited person's gross annual compensation. penalty against Customer equal to two hundred percent (200%) of the solicited person's gross annual compensation.

3.10.21. Marks and Publicity. Service Provider and Customer trademarks, trade names, service marks, and logos, whether or not registered ("Marks"), will be the sole and exclusive property of the respective owning party, which will own all right, title and interest therein. Service Provider may: (i) use the Customer's name and/or logo within product literature, press release(s), social media, and other marketing materials; (ii) quote the Customer's statements in one or more press releases; and/or (iii) make such other use of the Customer's name and/or logo as may be agreed between the parties. Additionally, Service Provider may include Customer's name and/or logo within its list of customers for general promotional purposes. Service Provider shall comply with Customer's trademark use guidelines as such are communicated to the Service Provider in writing and Service Provider shall use the Customer's Marks in a manner which is consistent with industry practice. Neither party grants to the other any title, interest or other right in any Marks except as provided in this Section.

3.10.22. Country-Specific Terms. The country-specific provisions described in the Country-Specific Terms Addendum located at <http://countryspecifictermsaddendum.trilogy.com> replace or supplement the equivalent provisions above as noted therein where the Customer is located in the countries identified in the Country-Specific Terms Addendum and in any case where the law of the jurisdiction listed in the Country-Specific Terms Addendum gets applied.



CDC Cloud
a wholly owned subsidiary of CDC Software

APPLICATION SERVICE AGREEMENT (ASA)

This APPLICATION SERVICE AGREEMENT ("Agreement") is made by and between CDC Cloud, Inc., a wholly owned subsidiary of CDC Software and hereinafter referred to as "CDC", a Delaware corporation with its principal place of business at Two Summit Blvd, Suite 700, Atlanta, GA 30319, and Village of Hinsdale, Illinois ("Customer"), with its principal place of business at 19 East Chicago Avenue, Hinsdale, IL 60521. The Effective Date of this Agreement shall be the date of Customer's signature in the signature block below.

WHEREAS, CDC provides 4gov® financial resource management and citizen services ("Services"), and selected other third party software products, from its hosted site ("Site") on the World Wide Web portion of the Internet ("Web"); and

WHEREAS, Customer desires to engage CDC, and CDC desires to be engaged by Customer, to provide the Services on the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, CDC and Customer hereby agree as follows:

1. CDC Undertaking

1.1 CDC Services

CDC Agrees to provide the Services pursuant to the terms and conditions of this Agreement and the Software Hosting and Support Schedule attached hereto as Exhibit A.

1.2 Availability of the Services

The Services shall be accessible to Customer via the Site twenty-four hours per day, seven days per week, except for scheduled maintenance and required repairs, and except for any loss or interruption of Services due to causes beyond the control of CDC. In the event of a loss or interruption of Services exceeding a total of four hours in any week, other than as a result of the maintenance activities described in Section 1.4, below, a pro rata portion of Fees (as hereinafter defined) for the period of the downtime and the applicable monthly invoice will be adjusted accordingly. For the purposes of this Agreement, a week shall be considered to run from Sunday to Saturday. Customer's Internet server shall be deemed to be not available for purposes of this Section 1.3, if CDC's standard hardware, software, or operating system is functioning in a manner that prevents http, ftp, or access to the Internet server or the Software ("Unavailability"). For purposes of this Section 1.3, Unavailability shall not be deemed to occur hereunder as a result of Customer action or inaction, including, but not limited to, Customer utilization or Customer owned, non-standard, or unsupported software installed by CDC at the Customer's request.

1.3 Maintenance

CDC designates time periods ("Scheduled Maintenance Times") during which it may limit or suspend the availability of the hardware and/or software involved in providing its Services and products (an "Outage") to perform necessary maintenance or upgrades or selected backups of the data. Scheduled Maintenance Times currently are each Tuesday and Thursday between the hours of 2 a.m. and 6 a.m. Central Standard Times (CST) and the third Sunday of each month between the hours of 12 a.m. and 8 a.m. CST. If planned maintenance has the possibility of making the server or servers, as the case may be, utilized by Customer

inaccessible to the Internet during a Scheduled Maintenance Time, CDC will provide not less than twenty-four hours' electronic mail or other notice to Customer of the Scheduled Maintenance Times during which the Outage is planned. In addition, CDC reserves the right to perform any immediately required maintenance work outside of the Scheduled Maintenance Times with prior notice to Customer.

1.4 Customer Support Services

CDC shall provide Customer with standard support services as described in Exhibit B attached hereto. Customer will identify two points of contact to manage the support interaction between CDC and Customer. These individuals must have full security authorizations in the use of the software to permit complete support and be fully trained in the use of the software.

Technical Support for Hardware is available 24 hours a day at the telephone number 1-800-632-8634 x 2074. This is for access problems as they relate to the Internet Usage of the CDC site.

Customer Support is available 5 days per week and 8 hours per day through an e-mail support line, as well as a telephone support line. This is for questions related to the usage of the software products. The coverage extends from 8:30 a.m. to 5:30 p.m. EST, with CDC response within two business hours. Holidays are exempted from coverage.

1.5 Customer Data

Customer's data for the applications as shown on Exhibit A will be maintained on server(s) at CDC Site, and CDC will provide these standard backup services: Daily backup of changed Customer data files (the most recent four copies of a changed data file are kept, and with each subsequent change to a data file, the oldest copy is discarded); Storage of backup tapes on Site for a period of 30 days; and Up to three data file restoration operations per month (additional data file restore operations are available for an additional charge). At the option of the Customer, and for an additional fee, CDC shall provide the Customer with a back-up copy of any Customer data maintained at CDC Site, provided the Customer has paid all current and past due fees.

2. Customer Undertakings

2.1 Fees Payable to CDC

In consideration of the obligations undertaken by CDC hereunder, Customer shall pay to CDC the fees for the Initial Installation Services according to the Price set forth in Exhibit A and the Total Monthly Recurring Charges ("Service Fees") for Application Software, and Support Services, as described in Exhibit A.

2.2 Payment Terms

CDC will invoice Customer and Customer will pay for the Initial Installation as such services are rendered and products are ordered by CDC on Customer's behalf. CDC will invoice Customer and Customer will pay for the first month's service fees on the first day of Service, which shall be on or about July 10, 2011. Thereafter, CDC will invoice Customer on the 15th day of the month for the next month's use as well as adjustments for any additions or custom work performed during the prior month. Payment of all fees will be by check due on the 1st day of the month, or by automatic debit of the Customer's designed U.S. bank account in

U.S. dollars on a date chosen by the Customer, which shall be on or before the 5th day of the month and shall be listed in Exhibit A. All past due amounts are subject to a late charge equal to the lower of the highest lawful rate or 1.5% per month. In addition, the parties hereby agree that failure of Customer to fully pay any Fees within 20 days after the applicable due date may be deemed a material breach of this Agreement, justifying suspension of the performance of Services by CDC, and will be sufficient cause for immediate termination of this Agreement by CDC. Any such suspension does not relieve Customer from paying past due Fees, plus interest, and in the event of collection enforcement, Customer shall be liable for any costs associated with such collection, including, without limitation, legal costs, attorneys' fees, court costs and collection agency fees.

2.3 Taxes

Customer shall pay or reimburse CDC for all sales, use, transfer, privilege, excise, and all other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the performance by CDC under this Agreement; excluding, however, (a) income tax on profits which may be levied against CDC, and (b) taxes for which Customer provides CDC with a valid tax exemption certificate.

3. Restrictions on Use

3.1 Terms of Use

Customer agrees to use the Software and Services only for Customer's own business. Customer will be responsible for assigning, maintaining, and monitoring the use and password authorization of the software and data files to staff, officers, auditors, and other authorized contractors.

Customer shall not (i) permit any other agencies, affiliated entities or third parties, other than contractors or subcontractors for which customer licenses have been paid, to use the Software or Services, (ii) use the Software or Services for any other party's financial management resource services, or (iii) use the Software or Services in the operation of a service bureau without the express written permission of CDC.

3.1.1 Modifications, Reverse-Engineering

Customer agrees that only CDC shall have the right to change, maintain, delete, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse-engineer the Software's computer programs.

3.2 Specific Prohibitions

Without limitation, the Customer agrees that it and its users of the system will not use the Services or the hosted Site to:

- a) upload, store, post, email or otherwise transmit, distribute, publish or disseminate any information that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous, or promotes such activity;
- b) upload, store, post, link to, email or otherwise transmit, distribute, publish or disseminate any site information, content or other information or material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party or otherwise violates the legal rights (such as rights of privacy and publicity) of others, violates any contractual or fiduciary relationships or is otherwise objectionable;
- c) upload, store, post, link to, email or otherwise transmit, distribute, publish or disseminate any material that contains software viruses, trojan horses, worms, time bombs, cancelbots or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive

program, or any cracks, hacks, associated utilities or other privacy related information.

d) Violate (intentionally or unintentionally) any applicable local, state, national or international law or regulation, including, but not limited to, laws regarding the transmission through the Services of technical data or software exported from the United States and/or the country(ies) in which the Customer and/or its users reside, and all local laws and regulations regarding online conduct and acceptable content.

4. Term and Termination

4.1 Term

This Agreement shall commence as of the date first written above and shall continue for a period of two (2) years from that date, unless earlier terminated as provided below. After the initial two year period, this Agreement shall renew automatically for successive one-year terms, unless terminated earlier in accordance with terms set forth in 4.2. In order to terminate this agreement, Customer must give CDC notice thereof at least 60 days prior to the end of the applicable term.

4.2 Termination.

4.2.1 Insolvency

Either party may terminate this Agreement immediately upon delivery of written notice in the event that the other party shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors, or shall file a petition under any federal or state bankruptcy statute or a voluntary petition in bankruptcy, or an involuntary petition shall be filed and not discharged within 60 days after such filing, or shall be adjudicated bankrupt or insolvent, or if any receiver shall be appointed for its business or property, or any trustee in bankruptcy or insolvency shall be appointed under any law of the United States or the several states.

4.2.2 Breach

If either party is alleged to be in material breach of any provision of this Agreement, that party shall have 30 days from receipt of specific notice to cure the indicated breach. If the breach is not cured within the 30-day period, the non-breaching party will have the option, but not the obligation, to terminate the Agreement.

4.2.3 Termination for Convenience

The Customer reserves the right to terminate this agreement for its sole convenience. In the event of such termination, Customer shall pay to CDC the amounts set forth in paragraph 4.3.

4.3 Effect of Termination

Upon any termination or expiration of this Agreement, Customer shall pay all unpaid and outstanding Fees through the effective date of termination or expiration. In the event Customer terminates the monthly service in whole or in part prior to the expiration of the term (except as otherwise permitted in this agreement), Customer will be liable for any early termination charges imposed by the carrier(s) of any Dedicated Communications Services. If Customer terminates for convenience, in whole or in part prior to the expiration of the term, Customer shall immediately pay to CDC all remaining fees due to CDC under this agreement as set forth in Exhibit A. The termination of this Agreement shall not prejudice the right of CDC to recover any Fees or other sums otherwise due to it at the time of termination or cancellation.

4.4 Customer Data

Upon termination of the agreement, Customer agrees that CDC may remove from its servers all of the Customer's data, site information, registration data and personal information, provided that CDC shall first give Customer at least thirty (30) days' notice of its intent to remove any such data. Upon termination of the

Agreement Customer may receive a copy of the Customer data through the payment of the then-current data export fee.

5. Proprietary Information

5.1 Proprietary Rights of Customer

As between Customer and CDC, Customer's data shall remain the sole and exclusive property of Customer. CDC further acknowledges and agrees that any data and materials supplied by Customer are confidential and proprietary trade secrets of Customer protected by law, and of substantial value to Customer, and their use and disclosure must be carefully and continuously controlled by CDC. CDC shall notify Customer immediately of the unauthorized use or knowledge of any item supplied to CDC pursuant to this Agreement.

5.2 Proprietary Rights of CDC

Customer acknowledges and agrees that (a) any data and materials supplied by CDC are confidential and proprietary trade secrets of CDC protected by law, and of substantial value to CDC, and their use and disclosure must be carefully and continuously controlled by Customer, and (b) the Software is protected by the Copyright Laws of the United States. Customer shall notify CDC immediately of the unauthorized use or knowledge of any item supplied to Customer pursuant to this Agreement. Customer agrees not to challenge the rights of CDC in and to such data and materials, including without limitation, the copyrights in the Software. In the event Customer threatens to breach any of the provisions of this paragraph, CDC shall have the right, in addition to such other remedies that may be available to them, to injunctive relief, without posting bond, enjoining such actions or attempts, it being acknowledged that CDC would suffer irreparable injuries and that legal remedies are inadequate. The provisions of the paragraph shall survive the termination of this Agreement.

6. Warranties

6.1 Warranties of CDC

6.1.1 Workmanship

CDC represents and warrants that (i) the Software and Services shall perform substantially in accordance with the current documentation provided by CDC, as amended from time to time and (ii) the Software and Services will not infringe any third-party proprietary rights. In the event of any breach of the foregoing warranty, CDC shall, as the Customer's sole and exclusive remedy, use commercially reasonable efforts to correct any problems specifically identified by Customer in writing.

6.1.2 Limitation of Warranties

THE FOREGOING ARE THE ONLY WARRANTIES MADE BY CDC, and CDC SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES TO CUSTOMER, OR OTHER THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING, WITH LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER CDC NOR ANY OF ITS AFFILIATES OR AGENTS MAKES ANY WARRANTY THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, SECURE, COMPLETE, ACCURATE OR ERROR-FREE, NOR DOES CDC MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL GENERATED OR PUBLISHED BY CDC. CERTAIN SOFTWARE USED BY END-USERS MAY NOT BE CAPABLE OF SUPPORTING CERTAIN CDC FEATURES. CDC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS RELATING TO ANY END-USER'S ABILITY TO ACCESS THE WEB SITE PROPERLY OR COMPLETELY.

6.1.3 Limitation of Liability

The parties acknowledge that the limitations set forth in this Section 6.1.3 are integral to the amount of fees levied in connection with Agreement, and that, were CDC to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. IT IS UNDERSTOOD AND AGREED THAT CDC SHALL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT, LOSS OF USE OF THE SERVICES, COSTS OF SUBSTITUTE SERVICES, OR DOWNTIME COSTS) SUFFERED BY CUSTOMER OR ANY THIRD PARTY, EVEN IF CDC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ENTIRE LIABILITY OF CDC FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO CDC IN THE ONE-YEAR PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH DAMAGES.

6.2 Customer's Representations, Warranties and Indemnity

6.2.1 Representations and Warranties

Customer covenants, represents and warrants that all of Customer's software and code used to access the Services do not, and will not during the term of this Agreement, be in violation of any software license agreement which Customer has entered with CDC or any third party. No third party software used by Customer to access the services contains any feature which would in any way impair the operation of (i) the Services, or (ii) the software or hardware of any other user using the Services, in each instance including, without limitation, any form of virus, a Trojan horse, worm, or other software routine or hardware component which may disable, erase or otherwise harm software, hardware, or data.

6.2.2 Indemnification by Customer

Customer shall be liable for, and shall fully indemnify and hold CDC harmless against, any loss, liability, cost, expense (including attorneys' fees and expenses) or damages arising from any action, inaction, breach or failure to perform under this Agreement by Customer, or by the officers, employees, elected officials, agents, representatives, consultants, or customers of Customer. This indemnification obligation shall survive the termination of this Agreement.

6.2.3 Indemnification by CDC

CDC shall be liable for, and shall fully indemnify and hold Customer harmless against any loss, liability, cost, expense (including attorneys' fees and expenses) or damages arising from any action, inaction, breach or failure to perform under this Agreement by CDC, or by CDC's officers, employees, elected officials, agents, representatives or consultants. This indemnification obligation shall survive the termination of this Agreement.

7. General

7.1 Export Control Restrictions

Software available on the Site is subject to United States export controls. No software from the Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated National or the U.S. Commerce Department's Table of Denial Orders. By using the Services or the Software, Customer warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.

7.2 Third-Party Materials and Web Site Links

The site contains references and links to third party web sites, which are not under the control of CDC. CDC makes no representations whatsoever about any other web site to which Customer may have access through the Site, including without limitation any site whose services may be described or offered on the Site.

7.3 Assignment

Customer shall not assign, grant a security interest in, or transfer this Agreement or the Services without the express prior written consent of CDC in each instance.

7.4 Notices

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be effective when delivered personally, when transmitted by facsimile or electronic mail to the address provided by the receiving party, or by certified mail, return receipt requested, addressed to the other party at their respective addresses set forth on the first page hereof, unless by notice a different address shall have been designated for giving notice hereunder.

7.5 Force Majeure

Neither party shall be liable for any delay or failure to perform its obligation under this Agreement if prevented from doing so by a cause or causes beyond its reasonable control. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, hurricanes, earthquakes, riots, strikes, blackouts, wars or war operation, restraints of government, utility or communications failures, or other causes which could not with reasonable diligence be controlled or prevented by the party.

7.6 Amendments, Waivers

This Agreement may be amended from time to time only by written agreement of the parties. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced. No failure on the part of any party to exercise and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized officers as of the date first above set forth.

Village of Hinsdale, Illinois

[Signature]
Approved By
Village Manager
Title Effective Date

7.7 Severability

If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced.

7.8 Governing Law; Dispute Resolution Process and Binding Arbitration

If a party brings a dispute ("Disputing Party") against the other party ("Non-Disputing Party") to enforce this Agreement, the Disputing Party agrees that such dispute shall be governed by Illinois law without giving effect to any choice of law or conflict of law provision, and shall be heard in the exclusive jurisdiction, of the Non-Disputing Party.

7.9 Entire Agreement

This Agreement, including the exhibits attached hereto, if any, together with any duly executed Software License Agreements in force between Customer and CDC, contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements between them whether oral or written of any nature whatsoever with respect to the subject matter hereof. This Agreement is binding upon the parties hereto, their successors and permitted assigns. No amendment, alteration, or modification of this Agreement shall be valid unless in each instance such amendment, alteration, or modification is expressed in a written instrument duly executed by the parties.

7.10 Headings, Construction

The section titles in this Agreement are for convenience only and shall have no effect on the interpretation of any part or provision regardless of the title heading under which the part or provision is located. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. All references to section numbers in this Agreement shall be references to sections in this Agreement, unless otherwise specifically indicated.

7.11 Counterparts

This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A telecopied facsimile of an executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof.

CDC Cloud, Inc.

[Signature]
Approved By
Bryan Sell, Corporate Controller
Title Date

Exhibit A

**Installation, Training, Software Hosting and Support Schedule
4gov.com Application Software**

Initial Installation	Purchase Price	Monthly Fee
Will use existing Customer Firewall and T1.	No Charge	
Application Hosting		
4gov		
Web Manager		
Named Users -15	Included	
4gov Application Software:		
Financial & Management Accounting		
CAPPS – Accounts payable/purchasing		
Requisitioning		
Budget Preparation		
Cash Receipts		
Utility Billing		
CENA: Central Name & Address		
Payroll/Personnel		
Miscellaneous Billing/AR		
Alarm Billing		
Vehicle Registration		
Web-Track hosting		
Cyberquery Report Writer Contract under separate tri-parti agreement with Cyberscience		
Maintenance & Support "Help Desk"		
Unlimited		
TOTAL WEB-HOSTING		\$5,561.00
24 month subscription		

Software Maintenance Agreement

The **ANNUAL MAINTENANCE SUPPORT AGREEMENT** for 4gov@ Software ("Licensed Software") from CDC Cloud, Inc., a wholly owned subsidiary of CDC Software and hereinafter referred to as "CDC", a Delaware corporation with its principal place of business at Two Summit Blvd, Suite 700, Atlanta, GA 30319 and provided under the CDC Software License Agreement, provides the following services and warranties to the Customer named below.

I. Customer Information

Organization: Village of Hinsdale
Address: 19 E Chicago Ave, Hinsdale IL 60521
Telephone: 630-789-7000
FAX: 630-789-3463
Email: dlan@villageofhinsdale.org

The Customer is authorized to have two employees named as Authorized Contacts who can contact CDC with support issues. These employees must have been trained in the use of the Licensed Program.

Authorized Contacts are specifically named by Customer in Exhibit A, with any restrictions written on Exhibit I, and sent to CDC by July 30, 2011. Any changes, additions, deletions are to be sent, faxed, or emailed on or before the date they are to take effect.

2. Plan Selection (Select with "X" and initial)

- Standard Maintenance
 Extended Products, Support, and Services as listed on Exhibit 2
 Extended Hosted Access and Support as listed on Exhibit 3

3. Services Provided in all Maintenance Plans

- A) CDC will provide Customer with Enhancements and Upgrades that CDC makes to the Licensed Software and which CDC elects to incorporate into and make a part of the Licensed Software and does not separately market. Enhancements will be sent via CD, DVD, or available for download on the Internet.
- B) CDC will furnish "hot-line" telephone and internet support from 8:30am CST to 5:00pm CST, or as otherwise stipulated in Exhibit B, in the form of counsel and advice on use of the Licensed Software to Authorized Contacts listed in Exhibit I.
- C) Customer will be provided with any known problem solutions relating to the Licensed Program as such solutions become known to CDC.
- D) CDC will assist the Customer on an hourly fee basis, with in house PC, printer, and other equipment, communications, and 3rd party software issues, as it relates to CDC products, after written authorization for services has been given.

4. Warranties

- A) Licensed Programs and Materials will conform substantially to the published documentation provided to Customer by CDC.
- B) CDC will furnish to Customer any necessary program corrections at no cost to Customer within thirty (30) days of receipt of written notice of verifiable and reproducible errors, and if required in the judgment of CDC, provide on-site assistance to correct the deficiency. If it is determined by CDC that the problem is due to Customer fault or negligence, or to items beyond CDC control including but not limited to (a) Customer Non-supported old or new hardware, hardware failure; (b) Operating system, patches, or service pack errors; (c) data base software; (d) Non-CDC product errors; (e) Licensed Program alterations or custom code/scripts not under maintenance; or (f) failure to comply with the terms of this warranty; then time, expenses, and taxes associated with such support shall be billed by CDC at its then current applicable rates and paid by Customer.

5. Customer Terms and Conditions

- A) Customer shall procure, install, and maintain all required, computer hardware, software, telephone, and communication lines, Internet access, email, and other hardware deemed necessary by CDC to operate the Licensed Software.
- B) Customer shall maintain and protect any on-site data files and data bases with backups on a regular basis.
- C) Customer shall perform regular system maintenance on internal Workstations, PCs, printers, and other hardware used in the operation of the 4gov software, to insure maximum system performance and reliability.
- D) Customer's Authorized Contacts shall be provided appropriate security access by Customer so that such Authorized Contacts can reasonably perform their responsibilities. Customer shall also ensure that CDC has access to the system to verify, analyze, and update Software as necessary so that CDC can provide the services under this Maintenance Agreement.

6. Fees and Charges

The Maintenance and Warranty services as stated under this agreement are included with the APPLICATION SERVICE AGREEMENT (ASA). Services provided under this Agreement shall continue through the life of the valid ASA agreement. For any additional services duly authorized under this agreement, Customer shall pay said sums as invoiced to the Customer promptly upon receipt by the Customer.



CDC Cloud
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Software Maintenance Agreement

Exhibit 1

Authorized Contacts

Primary Contact

Name DARYL LANGLOIS
 Title FINANCE DIRECTOR
 Phone# 630-789-7000
 Fax# 630-789-3463
 Email DLANGLOIS@VILLAGEOFHINSDALE.ORG
 EFFECTIVE DATE _____
 Extended Support Hours _____

Authorization	Yes or no
OL/Mgmt Accounting	YES
CAPPS- AP/PO	YES
Requisitions	YES
Budgets	YES
Fixed Assets	
Payroll/Personnel	YES
Human Resources	
Cash Receipts	YES
Billing/AR	YES
Inventory	
Cash Management	
Utility Billing/Collections	YES
Animal Licensing	
Vehicle Stickers/Tickets	YES
Alarm Billing	YES
CENA	YES
Work Orders	
ePay	
Citizen Request	
Cyberquery Report Writer	
System Administration	
Other	
Web manager	
Print Manager	
WEBTRAC	YES

Customer: Village of Hinsdale

Authorized By/Title: [Signature] Valley Manager

Date:

CDC Cloud, Inc.

[Signature] 8.05.11
 Bryan Sell, Corporate Controller

Secondary Contact

Name JULIE CIESLA
 Title ASST. FINANCE DIRECTOR
 Phone# 630-789-7000
 Fax# 630-789-3463
 Email JCIESLA@VILLAGEOFHINSDALE.ORG
 EFFECTIVE DATE _____
 Extended Support Hours _____

Authorization	Yes or no
OL/Mgmt Accounting	YES
CAPPS- AP/PO	YES
Requisitions	YES
Budgets	YES
Fixed Assets	
Payroll/Personnel	YES
Human Resources	
Cash Receipts	YES
Billing/AR	YES
Inventory	
Cash Management	
Utility Billing/Collections	YES
Animal Licensing	
Vehicle Stickers/Tickets	YES
Alarm Billing	YES
CENA	YES
Work Orders	
ePay	
Citizen Request	
Cyberquery Report Writer	
System Administration	
Other	
Web Manager	
Print Manager	
WEBTRAC	YES

Please complete this form and return to CDC Cloud before your Maintenance Start Date.



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Software Maintenance Agreement

Exhibit 2 **Extended Products, Support, and Services**

Not applicable



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Software Maintenance Agreement

Exhibit 3 **Hosted Access and Support**

Not applicable



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APPLICATION SERVICE AGREEMENT (ASA)

This APPLICATION SERVICE AGREEMENT ("Agreement") is made by and between CDC Cloud, Inc., a wholly owned subsidiary of CDC Software and hereinafter referred to as "CDC", a Delaware corporation with its principal place of business at Two Summit Blvd, Suite 700, Atlanta, GA 30319, and Village of Hinsdale, Illinois ("Customer"), with its principal place of business at 19 East Chicago Avenue, Hinsdale, IL 60521. The Effective Date of this Agreement shall be the date of Customer's signature in the signature block below.

WHEREAS, CDC provides 4gov® financial resource management and citizen services ("Services"), and selected other third party software products, from its hosted site ("Site") on the World Wide Web portion of the Internet ("Web"); and

WHEREAS, Customer desires to engage CDC, and CDC desires to be engaged by Customer, to provide the Services on the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, CDC and Customer hereby agree as follows:

1. CDC Undertaking

1.1 CDC Services

CDC Agrees to provide the Services pursuant to the terms and conditions of this Agreement and the Software Hosting and Support Schedule attached hereto as Exhibit A.

1.2 Availability of the Services

The Services shall be accessible to Customer via the Site twenty-four hours per day, seven days per week, except for scheduled maintenance and required repairs, and except for any loss or interruption of Services due to causes beyond the control of CDC. In the event of a loss or interruption of Services exceeding a total of four hours in any week, other than as a result of the maintenance activities described in Section 1.4, below, a pro rata portion of Fees (as hereinafter defined) for the period of the downtime and the applicable monthly invoice will be adjusted accordingly. For the purposes of this Agreement, a week shall be considered to run from Sunday to Saturday. Customer's Internet server shall be deemed to be not available for purposes of this Section 1.3, if CDC's standard hardware, software, or operating system is functioning in a manner that prevents http, ftp, or access to the Internet server or the Software ("Unavailability"). For purposes of this Section 1.3, Unavailability shall not be deemed to occur hereunder as a result of Customer action or inaction, including, but not limited to, Customer utilization or Customer owned, non-standard, or unsupported software installed by CDC at the Customer's request.

1.3 Maintenance

CDC designates time periods ("Scheduled Maintenance Times") during which it may limit or suspend the availability of the hardware and/or software involved in providing its Services and products (an "Outage") to perform necessary maintenance or upgrades or selected backups of the data. Scheduled Maintenance Times currently are each Tuesday and Thursday between the hours of 2 a.m. and 6 a.m. Central Standard Times (CST) and the third Sunday of each month between the hours of 12 a.m. and 8 a.m. CST. If planned maintenance has the possibility of making the server or servers, as the case may be, utilized by Customer

inaccessible to the Internet during a Scheduled Maintenance Time, CDC will provide not less than twenty-four hours' electronic mail or other notice to Customer of the Scheduled Maintenance Times during which the Outage is planned. In addition, CDC reserves the right to perform any immediately required maintenance work outside of the Scheduled Maintenance Times with prior notice to Customer.

1.4 Customer Support Services

CDC shall provide Customer with standard support services as described in Exhibit B attached hereto. Customer will identify two points of contact to manage the support interaction between CDC and Customer. These individuals must have full security authorizations in the use of the software to permit complete support and be fully trained in the use of the software.

Technical Support for Hardware is available 24 hours a day at the telephone number 1-800-632-8834 x 2074. This is for access problems as they relate to the Internet Usage of the CDC site.

Customer Support is available 6 days per week and 8 hours per day through an e-mail support line, as well as a telephone support line. This is for questions related to the usage of the software products. The coverage extends from 8:30 a.m. to 5:30 p.m. EST, with CDC response within two business hours. Holidays are exempted from coverage.

1.5 Customer Data

Customer's data for the applications as shown on Exhibit A will be maintained on server(s) at CDC's Site, and CDC will provide these standard backup services: Daily backup of changed Customer data files (the most recent four copies of a changed data file are kept, and with each subsequent change to a data file, the oldest copy is discarded); Storage of backup tapes on Site for a period of 30 days; and Up to three data file restoration operations per month (additional data file restore operations are available for an additional charge). At the option of the Customer, and for an additional fee, CDC shall provide the Customer with a back-up copy of any Customer data maintained at CDC's Site, provided the Customer has paid all current and past due fees.

2. Customer Undertakings

2.1 Fees Payable to CDC

In consideration of the obligations undertaken by CDC hereunder, Customer shall pay to CDC the fees for the Initial Installation Services according to the Price set forth in Exhibit A and the Total Monthly Recurring Charges ("Service Fees") for Application Software, and Support Services, as described in Exhibit A.

2.2 Payment Terms

CDC will invoice Customer and Customer will pay for the Initial Installation as such services are rendered and products are ordered by CDC on Customer's behalf. CDC will invoice Customer and Customer will pay for the first month's service fees on the first day of Service, which shall be on or about July 10, 2011. Thereafter, CDC will invoice Customer on the 15th day of the month for the next month's use as well as adjustments for any additions or custom work performed during the prior month. Payment of all fees will be by check due on the 1st day of the month, or by automatic debit of the Customer's designated U.S. bank account in

U.S. dollars on a date chosen by the Customer, which shall be on or before the 5th day of the month and shall be listed in Exhibit A. All past due amounts are subject to a late charge equal to the lower of the highest lawful rate or 1.5% per month. In addition, the parties hereby agree that failure of Customer to fully pay any Fees within 20 days after the applicable due date may be deemed a material breach of this Agreement, justifying suspension of the performance of Services by CDC, and will be sufficient cause for immediate termination of this Agreement by CDC. Any such suspension does not relieve Customer from paying past due Fees, plus interest, and in the event of collection enforcement, Customer shall be liable for any costs associated with such collection, including, without limitation, legal costs, attorneys' fees, court costs and collection agency fees.

2.3 Taxes

Customer shall pay or reimburse CDC for all sales, use, transfer, privilege, excise, and all other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the performance by CDC under this Agreement; excluding, however, (a) income tax on profits which may be levied against CDC, and (b) taxes for which Customer provides CDC with a valid tax exemption certificate.

3. Restrictions on Use

3.1 Terms of Use

Customer agrees to use the Software and Services only for Customer's own business. Customer will be responsible for assigning, maintaining, and monitoring the use and password authorization of the software and data files to staff, officers, auditors, and other authorized contractors.

Customer shall not (i) permit any other agencies, affiliated entities or third parties, other than contractors or subcontractors for which customer licenses have been paid, to use the Software or Services, (ii) use the Software or Services for any other party's financial management resource services, or (iii) use the Software or Services in the operation of a service bureau without the express written permission of CDC.

3.1.1 Modifications, Reverse-Engineering

Customer agrees that only CDC shall have the right to change, maintain, delete, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse-engineer the Software's computer programs.

3.2 Specific Prohibitions

Without limitation, the Customer agrees that it and its users of the system will not use the Services or the hosted Site to:

- a) upload, store, post, email or otherwise transmit, distribute, publish or disseminate any information that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous, or promotes such activity;
- b) upload, store, post, link to, email or otherwise transmit, distribute, publish or disseminate any site information, content or other information or material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party or otherwise violates the legal rights (such as rights of privacy and publicity) of others, violates any contractual or fiduciary relationships or is otherwise objectionable;
- c) upload, store, post, link to, email or otherwise transmit, distribute, publish or disseminate any material that contains software viruses, trojan horses, worms, time bombs, cancelbots or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive

program, or any cracks, hacks, associated utilities or other privacy related-information.

d) Violate (intentionally or unintentionally) any applicable local, state, national or international law or regulation, including, but not limited to, laws regarding the transmission through the Services of technical data or software exported from the United States and/or the country(ies) in which the Customer and/or its users reside, and all local laws and regulations regarding online conduct and acceptable content.

4. Term and Termination

4.1 Term

This Agreement shall commence as of the date first written above and shall continue for a period of two (2) years from that date, unless earlier terminated as provided below. After the initial two year period, this Agreement shall renew automatically for successive one-year terms, unless terminated earlier in accordance with terms set forth in 4.2. In order to terminate this agreement, Customer must give CDC notice thereof at least 60 days prior to the end of the applicable term.

4.2 Termination.

4.2.1 Insolvency

Either party may terminate this Agreement immediately upon delivery of written notice in the event that the other party shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors, or shall file a petition under any federal or state bankruptcy statute or a voluntary petition in bankruptcy, or an involuntary petition shall be filed and not discharged within 60 days after such filing, or shall be adjudicated bankrupt or insolvent, or if any receiver shall be appointed for its business or property, or any trustee in bankruptcy or insolvency shall be appointed under any law of the United States or the several states.

4.2.2 Breach

If either party is alleged to be in material breach of any provision of this Agreement, that party shall have 30 days from receipt of specific notice to cure the indicated breach. If the breach is not cured within the 30-day period, the non-breaching party will have the option, but not the obligation, to terminate the Agreement.

4.2.3 Termination for Convenience

The Customer reserves the right to terminate this agreement for its sole convenience. In the event of such termination, Customer shall pay to CDC the amounts set forth in paragraph 4.3.

4.3 Effect of Termination

Upon any termination or expiration of this Agreement, Customer shall pay all unpaid and outstanding Fees through the effective date of termination or expiration. In the event Customer terminates the monthly service in whole or in part prior to the expiration of the term (except as otherwise permitted in this agreement), Customer will be liable for any early termination charges imposed by the carrier(s) of any Dedicated Communications Services. If Customer terminates for convenience, in whole or in part prior to the expiration of the term, Customer shall immediately pay to CDC all remaining fees due to CDC under this agreement as set forth in Exhibit A. The termination of this Agreement shall not prejudice the right of CDC to recover any Fees or other sums otherwise due it at the time of termination or cancellation.

4.4 Customer Data

Upon termination of the agreement, Customer agrees that CDC may remove from its servers all of the Customer's data, site information, registration data and personal information, provided that CDC shall first give Customer at least thirty (30) days' notice of its intent to remove any such data. Upon termination of the

Agreement Customer may receive a copy of the Customer data through the payment of the then-current data export fee.

5. Proprietary Information

5.1 Proprietary Rights of Customer

As between Customer and CDC, Customer's data shall remain the sole and exclusive property of Customer. CDC further acknowledges and agrees that any data and materials supplied by Customer are confidential and proprietary trade secrets of Customer protected by law, and of substantial value to Customer, and their use and disclosure must be carefully and continuously controlled by CDC. CDC shall notify Customer immediately of the unauthorized use or knowledge of any item supplied to CDC pursuant to this Agreement.

5.2 Proprietary Rights of CDC

Customer acknowledges and agrees that (a) any data and materials supplied by CDC are confidential and proprietary trade secrets of CDC protected by law, and of substantial value to CDC, and their use and disclosure must be carefully and continuously controlled by Customer, and (b) the Software is protected by the Copyright Laws of the United States. Customer shall notify CDC immediately of the unauthorized use or knowledge of any item supplied to Customer pursuant to this Agreement. Customer agrees not to challenge the rights of CDC in and to such data and materials, including without limitation, the copyrights in the Software. In the event Customer threatens to breach any of the provisions of this paragraph, CDC shall have the right, in addition to such other remedies that may be available to them, to injunctive relief, without posting bond, enjoining such actions or attempts, it being acknowledged that CDC would suffer irreparable injuries and that legal remedies are inadequate. The provisions of the paragraph shall survive the termination of this Agreement.

6. Warranties

6.1 Warranties of CDC

6.1.1 Workmanship

CDC represents and warrants that (i) the Software and Services shall perform substantially in accordance with the current documentation provided by CDC, as amended from time to time and (ii) the Software and Services will not infringe any third-party proprietary rights. In the event of any breach of the foregoing warranty, CDC shall, as the Customer's sole and exclusive remedy, use commercially reasonable efforts to correct any problems specifically identified by Customer in writing.

6.1.2 Limitation of Warranties

THE FOREGOING ARE THE ONLY WARRANTIES MADE BY CDC, and CDC SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES TO CUSTOMER, OR OTHER THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING, WITH LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER CDC NOR ANY OF ITS AFFILIATES OR AGENTS MAKES ANY WARRANTY THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, SECURE, COMPLETE, ACCURATE OR ERROR-FREE, NOR DOES CDC MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL GENERATED OR PUBLISHED BY CDC. CERTAIN SOFTWARE USED BY END-USERS MAY NOT BE CAPABLE OF SUPPORTING CERTAIN CDC FEATURES. CDC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS RELATING TO ANY END-USER'S ABILITY TO ACCESS THE WEB SITE PROPERLY OR COMPLETELY.

6.1.3 Limitation of Liability

The parties acknowledge that the limitations set forth in this Section 6.1.3 are integral to the amount of fees levied in connection with Agreement, and that, were CDC to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. IT IS UNDERSTOOD AND AGREED THAT CDC SHALL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT, LOSS OF USE OF THE SERVICES, COSTS OF SUBSTITUTE SERVICES, OR DOWNTIME COSTS) SUFFERED BY CUSTOMER OR ANY THIRD PARTY, EVEN IF CDC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ENTIRE LIABILITY OF CDC FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO CDC IN THE ONE-YEAR PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH DAMAGES.

6.2 Customer's Representations, Warranties and Indemnity

6.2.1 Representations and Warranties

Customer covenants, represents and warrants that all of Customer's software and code used to access the Services do not, and will not during the term of this Agreement, be in violation of any software license agreement which Customer has entered with CDC or any third party. No third party software used by Customer to access the services contains any feature which would in any way impair the operation of (i) the Services, or (ii) the software or hardware of any other user using the Services, in each instance including, without limitation, any form of virus, a Trojan horse, worm, or other software routine or hardware component which may disable, erase or otherwise harm software, hardware, or data.

6.2.2 Indemnification by Customer

Customer shall be liable for, and shall fully indemnify and hold CDC harmless against, any loss, liability, cost, expense (including attorneys' fees and expenses) or damages arising from any action, inaction, breach or failure to perform under this Agreement by Customer, or by the officers, employees, elected officials, agents, representatives, consultants, or customers of Customer. This indemnification obligation shall survive the termination of this Agreement.

6.2.3 Indemnification by CDC

CDC shall be liable for, and shall fully indemnify and hold Customer harmless against any loss, liability, cost, expense (including attorneys' fees and expenses) or damages arising from any action, inaction, breach or failure to perform under this Agreement by CDC, or by CDC's officers, employees, elected officials, agents, representatives or consultants. This indemnification obligation shall survive the termination of this Agreement.

7. General

7.1 Export Control Restrictions

Software available on the Site is subject to United States export controls. No software from the Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated National or the U.S. Commerce Department's Table of Denial Orders. By using the Services or the Software, Customer warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.

7.2 Third-Party Materials and Web Site Links

The site contains references and links to third party web sites, which are not under the control of CDC. CDC makes no representations whatsoever about any other web site to which Customer may have access through the Site, including without limitation any site whose services may be described or offered on the Site.

7.3 Assignment

Customer shall not assign, grant a security interest in, or transfer this Agreement or the Services without the express prior written consent of CDC in each instance.

7.4 Notices

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be effective when delivered personally, when transmitted by facsimile or electronic mail to the address provided by the receiving party, or by certified mail, return receipt requested, addressed to the other party at their respective addresses set forth on the first page hereof, unless by notice a different address shall have been designated for giving notice hereunder.

7.5 Force Majeure

Neither party shall be liable for any delay or failure to perform its obligation under this Agreement if prevented from doing so by a cause or causes beyond its reasonable control. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, hurricanes, earthquakes, riots, strikes, blackouts, wars or war operation, restraints of government, utility or communications failures, or other causes which could not with reasonable diligence be controlled or prevented by the party.

7.6 Amendments, Waivers

This Agreement may be amended from time to time only by written agreement of the parties. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced. No failure on the part of any party to exercise and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized officers as of the date first above set forth.

Village of Hinsdale, Illinois

[Signature]
Approved By
Village Manager 11/2/11
Title Effective Date

7.7 Severability

If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced.

7.8 Governing Law; Dispute Resolution Process and Binding Arbitration

If a party brings a dispute ("Disputing Party") against the other party ("Non-Disputing Party") to enforce this Agreement, the Disputing Party agrees that such dispute shall be governed by Illinois law without giving effect to any choice of law or conflict of law provision, and shall be heard in the exclusive jurisdiction, of the Non-Disputing Party.

7.9 Entire Agreement

This Agreement, including the exhibits attached hereto, if any, together with any duly executed Software License Agreements in force between Customer and CDC, contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements between them whether oral or written of any nature whatsoever with respect to the subject matter hereof. This Agreement is binding upon the parties hereto, their successors and permitted assigns. No amendment, alteration, or modification of this Agreement shall be valid unless in each instance such amendment, alteration, or modification is expressed in a written instrument duly executed by the parties.

7.10 Headings, Construction

The section titles in this Agreement are for convenience only and shall have no effect on the interpretation of any part or provision regardless of the title heading under which the part or provision is located. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. All references to section numbers in this Agreement shall be references to sections in this Agreement, unless otherwise specifically indicated.

7.11 Counterparts

This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A telecopied facsimile of an executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof.

CDC Cloud, Inc.

[Signature]
Approved By
Bryan Sell, Corporate Controller
Title Date 8.25.11

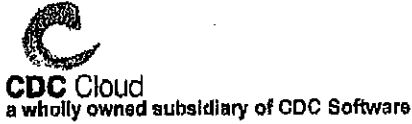


Exhibit A

**Installation, Training, Software Hosting and Support Schedule
4gov.com Application Software**

Item/Installation	Purchase Price	Monthly Fee
Will use existing Customer Firewall and T1.	No Charge	
Application Hosting		
4gov		
Web Manager		
Named Users -15	Included	
4gov Application Software:	Included	
Financial & Management Accounting		
CAPPS -- Accounts payable/purchasing		
Requisitioning		
Budget Preparation		
Cash Receipts		
Utility Billing		
CENA- Central Name & Address		
Payroll/Personnel		
Miscellaneous Billing/AR		
Alarm Billing		
Vehicle Registration		
Web-Track hosting		
Cyberquery Report Writer Contract under separate tri-parti agreement with Cyberscience		
Maintenance & Support "Help Desk"		
Unlimited		
TOTAL WEB-HOSTING		\$5,561.00
24 month subscription		

Software Maintenance Agreement

The **ANNUAL MAINTENANCE SUPPORT AGREEMENT** for 4gov® Software ("Licensed Software") from CDC Cloud, Inc., a wholly owned subsidiary of CDC Software and hereinafter referred to as "CDC", a Delaware corporation with its principal place of business at Two Summit Blvd, Suite 700, Atlanta, GA 30319 and provided under the CDC Software License Agreement, provides the following services and warranties to the Customer named below.

I. Customer Information

Organization: Village of Hinsdale
Address: 19 E Chicago Ave, Hinsdale IL 60521
Telephone: 630-789-7000
FAX: 630-789-3463
Email: dianclois@villageofhinsdale.org

The Customer is authorized to have two employees named as Authorized Contacts who can contact CDC with support issues. These employees must have been trained in the use of the Licensed Program.

Authorized Contacts are specifically named by Customer in Exhibit A, with any restrictions written on Exhibit 1, and sent to CDC by July 30, 2011. Any changes, additions, deletions are to be sent, faxed, or emailed on or before the date they are to take effect.

2. Plan Selection (Select with "X" and initial)

- Standard Maintenance
 Extended Products, Support, and Services as listed on Exhibit 2
 Extended Hosted Access and Support as listed on Exhibit 3

3. Services Provided in all Maintenance Plans

- A) CDC will provide Customer with Enhancements and Upgrades that CDC makes to the Licensed Software and which CDC elects to incorporate into and make a part of the Licensed Software and does not separately market. Enhancements will be sent via CD, DVD, or available for download on the Internet.
- B) CDC will furnish "hot-line" telephone and internet support from 8:30am CST to 5:00pm CST, or as otherwise stipulated in Exhibit B, in the form of counsel and advice on use of the Licensed Software to Authorized Contacts listed in Exhibit 1.
- C) Customer will be provided with any known problem solutions relating to the Licensed Program as such solutions become known to CDC.
- D) CDC will assist the Customer on an hourly fee basis, with in house PC, printer, and other equipment, communications, and 3rd party software issues, as it relates to CDC products, after written authorization for services has been given.

4. Warranties

- A) Licensed Programs and Materials will conform substantially to the published documentation provided to Customer by CDC.
- B) CDC will furnish to Customer any necessary program corrections at no cost to Customer within thirty (30) days of receipt of written notice of verifiable and reproducible errors, and if required in the judgment of CDC, provide on-site assistance to correct the deficiency. If it is determined by CDC that the problem is due to Customer fault or negligence, or to items beyond CDC control including but not limited to (a) Customer Non-supported old or new hardware, hardware failure; (b) Operating system, patches, or service pack errors; (c) data base software; (d) Non-CDC product errors; (e) Licensed Program alterations or custom code/scripts not under maintenance; or (f) failure to comply with the terms of this warranty; then time, expenses, and taxes associated with such support shall be billed by CDC at its then current applicable rates and paid by Customer.

5. Customer Terms and Conditions

- A) Customer shall procure, install, and maintain all required, computer hardware, software, telephone, and communication lines, Internet access, email, and other hardware deemed necessary by CDC to operate the Licensed Software.
- B) Customer shall maintain and protect any on-site data files and data bases with backups on a regular basis.
- C) Customer shall perform regular system maintenance on internal Workstations, PCs, printers, and other hardware used in the operation of the 4gov software, to insure maximum system performance and reliability.
- D) Customer's Authorized Contacts shall be provided appropriate security access by Customer so that such Authorized Contacts can reasonably perform their responsibilities. Customer shall also ensure that CDC has access to the system to verify, analyze, and update Software as necessary so that CDC can provide the services under this Maintenance Agreement.

6. Fees and Charges

The Maintenance and Warranty services as stated under this agreement are included with the APPLICATION SERVICE AGREEMENT (ASA). Services provided under this Agreement shall continue through the life of the valid ASA agreement. For any additional services duly authorized under this agreement, Customer shall pay said sums as invoiced to the Customer promptly upon receipt by the Customer.



CDC Cloud
a wholly owned subsidiary of CDC Software

Software Maintenance Agreement

Exhibit 1

Authorized Contacts

Primary Contact

Name DARYL LANGLOIS
 Title FINANCE DIRECTOR
 Phone# 630-789-7000
 Fax# 630-789-3463
 Email DLANGLOIS@VILLAGEOFHINSDALE.ORG
 EFFECTIVE DATE
 Extended Support Hours

Authorization	Yes or no
OL/Mgmt Accounting	YES
CAPPS- AP/PO	YES
Requisitions	YES
Budgets	YES
Fixed Assets	
Payroll/Personnel	YES
Human Resources	
Cash Receipts	YES
Billing/AR	YES
Inventory	
Cash Management	
Utility Billing/Collections	YES
Animal Licensing	
Vehicle Stickers/Tickets	YES
Alarm Billing	YES
CENA	YES
Work Orders	
ePay	
Citizen Request	
Cyberquery Report Writer	
System Administration	
Other	
Web manager	
Print Manager	
<u>WEBTRAC</u>	<u>YES</u>

Secondary Contact

Name JULIE CIESLA
 Title ASST. FINANCE DIRECTOR
 Phone# 630-789-7000
 Fax# 630-789-3463
 Email JCIESLA@VILLAGEOFHINSDALE.ORG
 EFFECTIVE DATE
 Extended Support Hours

Authorization	Yes or no
OL/Mgmt Accounting	YES
CAPPS- AP/PO	YES
Requisitions	YES
Budgets	YES
Fixed Assets	
Payroll/Personnel	YES
Human Resources	
Cash Receipts	YES
Billing/AR	YES
Inventory	
Cash Management	
Utility Billing/Collections	YES
Animal Licensing	
Vehicle Stickers/Tickets	YES
Alarm Billing	YES
CENA	YES
Work Orders	
ePay	
Citizen Request	
Cyberquery Report Writer	
System Administration	
Other	
Web Manager	
Print Manager	
<u>WEBTRAC</u>	<u>YES</u>

Customer: Village of Hinsdale

Authorized By/Title: [Signature] Village Manager

Date:

CDC Cloud, Inc.

[Signature]
Bryan Sell, Corporate Controller

8.05.11

Please complete this form and return to CDC Cloud before your Maintenance Start Date.

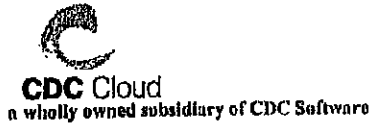


CDC Cloud
a wholly owned subsidiary of CDC Software

Software Maintenance Agreement

Exhibit 2 **Extended Products, Support, and Services**

Not applicable



Software Maintenance Agreement

Exhibit 3 **Hosted Access and Support**

Not applicable

Administration

AGENDA SECTION: Agenda Section – ACA Non-Consent Agenda
SUBJECT: Intergovernmental Agreement with DuPage for COVID Expense Reimbursement.
MEETING DATE: July 16, 2020
FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Approve an Intergovernmental Agreement (IGA) with DuPage County for certain COVID related reimbursable expenses.

Background

The Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was passed by Congress and signed into law by the President on March 27, 2020. The purpose of the CARES Act is to provide much needed resources to help governments, businesses and individuals respond to the Pandemic. Under the CARES Act, the Coronavirus Relief Fund (the “CRF”) was created to provide financial resources to state and local governments with a population of 500,000 or more residents. Accordingly, DuPage County received a portion of the CRF from the United States Department of Treasury.

Under the terms of the IGA that was negotiated by DuPage County and members representing the DuPage County Mayors and Managers Conference, it was agreed that disbursements to municipalities would be \$51.84 per person and based on the most recent Census data.

Under these terms, Hinsdale (DuPage County) would be eligible to receive up to \$797,662.08 (\$51.84 x 15,387 Hinsdale-DuPage Census population) in reimbursable COVID related expenses.

Discussion & Recommendation

Village staff is still in the process of gathering documentation and determining qualifying reimbursable expenses. At this time, staff believes that the Village will be able to provide the necessary documentation to receive the maximum reimbursement.

The Village attorney has reviewed this IGA.

Staff recommends approval of the Intergovernmental Agreement. Due to the very short window in which the Village must approve this agreement, staff recommends waiving the first read review requirement by the Village Board.

Budget Impact

N/A



REQUEST FOR BOARD ACTION

Village Board and/or Committee Action

N/A

Documents Attached

1. DuPage County Intergovernmental Agreement for COVID-19 Expense Reimbursement.

**INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN DUPAGE COUNTY
LOCAL GOVERNMENT COVID-19 REIMBURSEMENT PROGRAM.**

THIS AGREEMENT is made and entered into on this 17th day of July, 2020 by and between the County of DuPage, a body politic and corporate, hereinafter referred to as "COUNTY" and the municipality of the Village of Hinsdale, a unit of municipal government, hereinafter referred to as "MUNICIPALITY", and collectively referred to as "the Parties".

RECITALS

WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/ *et. seq*) authorize units of local government, including counties and municipalities, to contract or otherwise associate among themselves in any manner not prohibited by law and to jointly exercise any power, privilege or authority conferred upon them by law; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.* allow units of public entities to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, the County of DuPage received approximately one hundred sixty-one million dollars (\$161,000,000) from the United States Government pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the CARES Act provides for payments to local governments navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, the County of DuPage was eligible to receive payments under the CARES Act, as it is a unit of local government in excess of 500,000 residents: and

WHEREAS, the United States Department of Treasury has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, neither the CARES Act, the United States Department of Treasury, nor state law, requires that the County disburse any funds to local municipalities within its geographic boundaries; and

WHEREAS, under the CARES Act, the County is ultimately responsible for any expenditures from CARES Act funds; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities will be forced to bear related to the coronavirus emergency, and

WHEREAS, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs, and

WHEREAS, this agreement is intended to promote the most efficient distribution of resources which have been made available to the State of Illinois and the County of DuPage to benefit the citizens of DuPage County, and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the legislature or contrary to the United States' Department of Treasury guidelines, the CARES ACT provides that the federal government may recoup the improperly spent funds from the County; and

WHEREAS, the County, those municipalities within DuPage County, and their residents, have suffered secondary effects of the coronavirus emergency, as the State of Illinois has ordered the closure of non-essential businesses; and

WHEREAS, the County of DuPage, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use these funds to defray certain costs incurred by the Municipality related to the coronavirus emergency; and

WHEREAS, the disbursement of funds under the CARES Act to the Municipality is in the best interests of the County, the Municipality and their residents.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, the Parties hereby agree as follows:

1.0 Recitals, Definitions, and Purpose.

1.1 Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Intergovernmental Agreement ("IGA").

1.2 Definitions.

- A. **"CARES Act funds"** shall refer to funds which have been allocated to DuPage County under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") of which DuPage County is responsible for the disposition.
- B. **"Forms"** shall refer to forms or application documents used to seek reimbursement of coronavirus related expenses under this agreement.
- C. **"Expenses"** shall refer to the cost of tangible goods and services which (1) were necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Examples of "Tangible Goods" would include, but are not limited to, personal protection and medical equipment, sanitation and disinfectant products, software, laptops and technology equipment necessary for employees to telecommute. "Services" as used in this definition means actions or intangible things which were performed by individuals who are not municipal employees. Further, "Expenses" shall include payroll costs for municipal employees where such employees time was substantially dedicated to mitigating the spread or responding to the public

health emergency and/or who have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. "Expenses" shall not include the complete payroll costs for employees who are not substantially dedicated to the mitigation or response to the public health emergency, except as set forth in 5.1 of this Agreement.

D. All other words used in this agreement which are not specifically defined shall have their normal and ordinary meaning.

1.3 Purpose. The purpose of this Agreement is to establish a contractual relationship between the County and Municipality with regards to the proposed reimbursement of municipal expenses associated with the coronavirus emergency from federal CARES Act funds which the United States Federal Government has disbursed to the County. The County has, by resolution, created the DuPage County Local Government COVID-19 Reimbursement program. This agreement shall remain in effect between the parties to govern the form of applications for reimbursement, the review of applications, the criteria for reimbursable expenses, the retention of documents, and other material terms governing the processing of reimbursement applications.

2.0 Obligations of the County

2.1 Generally. The County, by and through its Finance Department or Third-Party Consultant hired by the County, shall process requests for reimbursement received by Municipality subject to the requirements set forth herein.

2.2 Submittal does not guarantee approval. The County, by receiving and processing the reimbursement requests of Municipality, does not guarantee approval of the reimbursement requests by the DuPage County Board, the DuPage County Finance Department, the United States Department of Treasury, or the Office of the Inspector General.

2.3 No further obligations. The County shall have no further obligations under this IGA other than those expressly set forth.

3.0 Obligations of the Municipality

3.1 Generally. In order to submit requests for reimbursement of coronavirus emergency related expenditures, Municipality agrees to submit the forms, certifications and documentations set forth in this IGA for any expense for which Municipality seeks reimbursement under this Agreement. Municipality agrees that the sole and exclusive decision as to whether or not Municipalities request is granted lies within the discretion of the DuPage County Board, and that submission of expenses for reimbursement does not obligate the County to agree to reimburse those expenses. Municipality agrees that the County Board, through its Finance Department or Third-Party Administrator, may reject expenses which are clearly not permitted uses for CARES ACT funds such as using the funds for revenue replacement.

4.0 Form of Expense Submittals, Certification, failure to use form or comply with criteria

4.1 Generally. The Parties agree that expenses for which Municipality seeks reimbursement shall be submitted upon the following forms, attached hereto as Exhibit A.

4.2 Certification. Each request for reimbursement shall be accompanied by a certification (a sample of which is attached hereto as Exhibit B) wherein the Mayor/President, certifies that the expenses for which Municipality seeks reimbursement: (i) are necessary expenditures incurred due to the public health emergency with response to the Coronavirus Disease 2019, (ii) which were not accounted for in the most recently approved budget of the municipality, as of March 27, 2020, (iii) were incurred during the period between March 1, 2020 and December 30, 2020. By entering into the IGA, Municipality authorizes its Mayor or President to sign such certification on behalf of Municipality.

4.3 Failure to comply with Department of Treasury Guidelines. The County reserves the right to reject any reimbursement which it feels, in its sole and exclusive discretion, does not meet the criteria of the CARES Act or United States Department of Treasury guidelines associated with disbursement of funds under the CARES Act. Such rejection may be made by the DuPage County Board. This section shall not be held to restrict the County Finance

Department or Third-Party Administrator from rejecting requests which clearly fail to comply with the CARES Act or with Department of Treasury guidelines.

5.0 Expenses to be reimbursed; Caps of maximum amount of reimbursements available to Municipality; prohibition on duplicate reimbursement.

5.1 Municipality may submit expenses as set forth in section 1.2(c) of this Agreement. Where submitted expenses are seeking reimbursement for employee payroll, the County requires that the expenses be separated into two categories. The first category shall be employees whose time was substantially dedicated to mitigating the spread or responding to the public health emergency and/or who have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. For purposes of this section "substantially dedicated" shall mean that sixty percent (60%) or more of the employees' time was dedicated to mitigating the spread or responding to the public health emergency related to COVID-19. Municipality may submit, and the County Board will consider, reimbursing 100% of the salary of "substantially dedicated" employees. The second category shall consist of employees whose time is not "substantially dedicated" to mitigating the spread of or responding to the COVID-19 public health emergency, but who have spent some portion of their compensated time (but less than sixty percent (60%)) mitigating the spread of or responding to the COVID-19 Public Health Emergency. The Municipality may submit, and the County Board will consider, reimbursing payroll in the amount of the proportion of the individual employees' time spent mitigating the spread of or responding to the COVID-19 public health emergency. For example, if an employee spent twenty percent (20%) of his or her compensated time mitigating the spread of or responding to the COVID-19 public health emergency, the municipality may submit for reimbursement of twenty percent (20%) of the employees' salary during the period of time in which the employee was engaging in COVID-19 related responses.

5.2 Municipality shall not be entitled to reimbursement of expenses for which it has received reimbursement from

another County, State, or federal program designed to reimburse local government for costs associated with the coronavirus emergency or other emergencies.

5.3 Under this program, municipality shall receive, in aggregate, no more than fifty-one dollars and eighty-four cents (\$51.84) for each resident of the Municipality who resides within the geographic boundaries of DuPage County as set forth in Schedule 1 attached to this Agreement. This section shall not bar future additional expenditures by County for specific municipalities which may be disproportionately impacted by COVID-19 and which, in the County's sole opinion, require additional resources to respond to the COVID-19 public health emergency.

5.4 Where Municipality is located, in part, in DuPage County and in part, in other Counties, Municipality should pro-rate their requested expense reimbursements based upon the population of their residents which reside within DuPage County. For Example, if Municipality has sixty percent (60%) of its population in DuPage County, a municipality may seek reimbursement for sixty percent (60%) of the total cost of the expense eligible for reimbursement. Municipality shall not pro-rate expenses which were used only to the benefit of DuPage County residents.

6.0 Cooperation

6.1 The County shall assist Municipality in complying with the requirements of the CARES Act and the United States Department of Treasury guidelines by preparing sample forms and providing feedback and guidance with regards to the type and quality of information required to complete such forms.

6.2 Municipality agrees to abide by the terms of the CARES Act and all United States Department of Treasury guidelines.

6.3 Municipality shall, at the County's request, supply County with all relevant information for the County to evaluate whether a request for reimbursement meets the criteria under the CARES Act and United States Department of Treasury guidelines.

7.0 Records

7.1 Municipality shall maintain all records relating to the expenses which Municipality seeks to have reimbursed by County from CARES Act funds for a period of at least ten (10) years or the period of time required by other state or federal law, whichever is longer.

7.2 At any time, DuPage County, the DuPage County Finance Department, or the DuPage County Auditor, may request that the Municipality provide records relating to the expenses which Municipality seeks to have reimbursed. Municipality agrees to provide records in response to such requests.

7.3 Failure to provide records may result in the denial of the reimbursement request. In circumstances where the reimbursement request has been granted and the records are needed to justify the reimbursement to the Office of the Inspector General or any other office, official, or department which may later become responsible for auditing disbursements of CARES Act funds, failure by Municipality to provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Municipality shall be responsible for repayment of any disbursement which the Office of Inspector General, or its successor, finds improper, unsupported, or unable to be verified. Additionally, Municipality agrees to indemnify the County or make the County whole for any penalty assessed against the County based upon Municipality's failure to retain or provide records.

8.0 Timeliness.

8.1 The Parties agree that time is of the essence in the processing of applications for reimbursement. The County shall use all reasonable speed and diligence in the processing of applications for reimbursement.

8.2 The Parties agree that time is of the essence in communications seeking supporting documents or requesting records under this agreement. The Parties agree that they shall use all reasonable speed and diligence in responding to requests for records or supporting documents.

9.0 Indemnity.

9.1 The Parties agree that where the County relied upon the certification of the Municipality that such expenses which

Municipality sought to have reimbursed from CARES Act funds met the minimum requirements of the CARES Act, and where the Office of the Inspector General, or any other person, official, or department which is charged with the auditing and review of expenditures of CARES Act funds determines that such reimbursement was not permitted under the CARES Act, Municipality agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the County. Municipality further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the federal government seeking to recoup the expended CARES Act funds which the County disbursed to Municipality including interest, or any penalty provided by law.

9.2 Municipality agrees to hold County harmless for any evaluation or advice which the County provided to Municipality as to whether the requested reimbursement is a permissible use of the CARES Act funds.

10.0 Term and termination

10.1 Term. This Agreement shall remain in effect until either party provides written notice of termination to the other. Such notice shall be effective 14 days after receipt of the termination.

10.2 Survival of Terms. Those terms relating to the party's obligation to maintain records and provide records, and the Municipality's indemnification of the County shall survive the termination of this Agreement.

11.0 Amendment

11.1 Amendments to this Agreement may be performed with the written consent of the DuPage County Board and Municipal governing board.

12.0 Notices and duplicate copies.

12.1 Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

DuPage County: Daniel J. Cronin,
DuPage County Board Chairman
421 N. County Farm Road
Wheaton, IL 60187

With a copy to:

DuPage County State's Attorney's Office
ATTN: ASA CONOR MCCARTHY
503 N. County Farm Road
Wheaton, IL 60187

Municipality: The Village of Hinsdale
Attn: Village Manager
19 E. Chicago Avenue
Hinsdale, IL 60521

With Copies to: Klein, Thorpe & Jenkins
Attn: Michael Marrs
20 N. Wacker Drive, Suite 660
Chicago, IL 60606

12.2 The Parties agree that this agreement may be entered into using identical counterparts, each of which when executed and delivered to the other party shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Upon ratification by the governing board of the respective parties, the parties shall each transmit the signed counterparts of this agreement to the other using the recipients listed above in Section 12.1 of this Agreement. This agreement shall go

into effect immediately upon the ratification of the last party to execute this agreement.

[Signature Page to Follow]

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

COUNTY OF DUPAGE:

The Village of Hinsdale:

Daniel J. Cronin

Tom Cauley

DuPage County Board Chairman

President, Village of Hinsdale

Attest: _____

Attest: _____

Jean Kaczmarek

Christine Bruton

DuPage County Clerk

Village Clerk

Date: _____

Date: _____

Certification of Expenses

1. I am the Mayor of [Municipality].
2. I have reviewed the list of expenses submitted to the County of DuPage on [date].
3. As part of my review, I confirm that no expenses I have submitted to the County for reimbursement have been submitted for reimbursement from the State of Illinois, the United States federal government, other counties, or any other entity, including insurance coverage.
4. As part of my review, I confirm that the expenditures which I have submitted to the County of DuPage on [date] were necessary expenditures incurred due to the COVID-19 public health emergency.
5. As part of my review, I confirm that the expenditures which I have submitted to the County of DuPage for reimbursement were not accounted for in my municipality's most recently approved budget, as of March 27, 2020.
6. As part of my review, I confirm that the expenses which I have submitted to the County of DuPage for reimbursement were incurred during the period that began on March 1, 2020 and ends on December 30, 2020.
7. As part of my review, I confirm that the amount of any ordinary expenses my municipality would have incurred for services, such as cleaning services for facilities, have been deducted from the total cost of the services for which my municipality is seeking reimbursement from the County of DuPage.
8. As part of my review, I confirm that if my municipality extends beyond the geographic boundaries of DuPage County, that I have prorated the municipality's reimbursement request based upon the percentage of my municipalities population which resides within DuPage County.
9. That the above statements have been made after reasonably diligent research and review of the records referenced above, and are accurate, truthful, and correct to the best of my knowledge.
10. I acknowledge that the County of DuPage is relying upon this certification and attestation in reimbursing the expenses submitted to the County of DuPage on [date].

By: _____

Signature: _____

Title: _____

Date: _____



Administration

AGENDA SECTION: Agenda Section – ACA Non-Consent Agenda
SUBJECT: Intergovernmental Agreement with Cook for COVID Expense Reimbursement.
MEETING DATE: July 16, 2020
FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Approve an Intergovernmental Agreement with Cook County for certain COVID related reimbursable expenses.

Background

The Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was passed by Congress and signed into law by the President on March 27, 2020. The purpose of the CARES Act is to provide much needed resources to help governments, businesses and individuals respond to the Pandemic. Under the CARES Act, the Coronavirus Relief Fund (the “CRF”) was created to provide financial resources to state and local governments with a population of 500,000 or more residents. Accordingly, DuPage County received a portion of the CRF from the United States Department of Treasury.

On May 14, 2020, Cook County released the COVID-19 Response Plan (the “Response Plan”). As part of the Response Plan, Cook County has chosen to allocate \$51,000,000 of its CRF among the 134 municipalities located within Cook County. Allocations to each municipality were determined through an equitable lens, with factors that included, but not limited to the following: immediate needs of the municipality to respond to the Pandemic, municipal population, municipal medium income, and municipal public health statistics. After consideration of such factors, the CRF allocation for potential cost reimbursement to Hinsdale is \$18,358.09.

It is important to note that each municipality must apply for this funding allocation and such allocation will be contingent on eligible cost reimbursement under the CARES Act guidelines and under the terms of the Cook County Intergovernmental Agreement.

Discussion & Recommendation

Village staff is still in the process of gathering documentation and determining qualifying reimbursable expenses. At this time, staff believes that the Village will be able to provide the necessary documentation to receive the maximum reimbursement.

The Village attorney has reviewed this IGA.



Staff recommends approval of the Intergovernmental Agreement. Due to the very short window in which the Village must approve this agreement, Staff recommends waiving the second read review requirement by the Village Board.

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Cook County Intergovernmental Agreement for COVID-19 Expense Reimbursement.

**INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT
FOR
CORONAVIRUS RELIEF FUNDS**



Between

COUNTY OF COOK, ILLINOIS

And

THE VILLAGE OF HINSDALE

Entered into this _____ day of _____, 2020

SUBAWARD INFORMATION

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's name (must match the name associated with its unique entity identifier): Village of Hinsdale
- Subrecipient's unique entity identifier (DUNS): 069964427
- Federal Award Identification Number (FAIN): _____
- Federal Award Date: _____
- Subaward Period of Performance Start and End Date: July 1, 2020, through December 30, 2020.
- Total Amount of Federal Funds allocated to the Subrecipient: \$18,358.09
- Federal Award Program Description:
Cook County has received Coronavirus Relief Funds pursuant to the CARES Act, a portion of which it has chosen to allocate in the spirit of intergovernmental cooperation to suburban municipalities in Cook County. Suburban municipalities which for the purposes of this agreement include municipalities, townships and fire protection districts in suburban Cook County may apply for County awarded Coronavirus Relief Funds pursuant to the following procedures and consistent with eligibility guidance. Requests will be reviewed by the Cook County Bureau of Finance Program Management Office (PMO) of the COVID-19 Financial Response Plan. Available funds will be distributed to suburban municipalities consistent with their respective allocations and based on the type of expenditure, the volume of requests, and the balance of funds available.
- Name of Federal Awarding Agency: Department of Treasury
- Name of pass-through entity: Cook County, IL
- Contact Information for pass-through entity: Ammar M. Rizki, Chief Financial Officer, Cook County Bureau of Finance, 118 N. Clark Street, Suite 1127. Chicago, Illinois 60602. Email Info: SuburbanCovidFundingRequest@cookcountyil.gov
- Award is for Research & Development (R&D):_NO

THIS AGREEMENT entered this _____ day of _____, 2020, by and between the County of Cook, Illinois, a body politic and corporate of the State of Illinois, through the Office of the Chief Financial Officer and Bureau of Finance (herein called “Cook County”), and the Village of Hinsdale (herein called “Subrecipient”). Cook County and Subrecipient shall sometimes be referred to herein individually as the “Party” and collectively as the “Parties.”

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”); and

WHEREAS, the CARES Act established the Coronavirus Relief Fund (“CRF”), which provides aid to certain eligible local governments to address necessary expenditures due to the COVID-19 Public Health Emergency; and

WHEREAS, Cook County qualified as an eligible local government and received CRF funding from the U.S Department of Treasury; and

WHEREAS, federal guidance issued by the U.S. Department of Treasury indicates that a unit of local government may transfer a portion of its CRF funding to a smaller unit of local government provided that such transfer qualifies as a “necessary expenditure” to the Public Health Emergency and meets the criteria of Section 601 (d) of the Social Security Act as added by Section 5001 of the CARES Act; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and other applicable law permit and encourage units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes units of local government to combine, transfer or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into agreements for the performance of governmental services, activities, or undertakings, and

WHEREAS, Cook County acknowledges that there are local municipalities within Cook County that were not eligible to receive a portion of CRF and Cook County, through the spirit of intergovernmental cooperation, desires to provide a portion of its CRF funding to aid such local municipalities in addressing the impacts of the COVID-19 Public Health Emergency; and

WHEREAS, Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act requires that units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the state or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, in order to provide funds for Subrecipient to pay necessary expenditures it has or will incur due to the COVID-19 public health emergency, the Parties have agreed that Cook County, in its sole and absolute discretion, may reimburse Subrecipient for eligible expenses as provided herein.

NOW, THEREFORE, the Parties mutually agree as follows:

I. AGREEMENT TERM

- A. This Agreement shall become effective on the date of execution, and end on December 30, 2020 (the “Initial Term”).
- B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.
- C. Cook County, in its sole and absolute discretion, may terminate this Agreement at any time.

II. ACTIVITIES & ELIGIBLE EXPENSES

A. Activities

Subrecipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to Cook County and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery efforts related to COVID-19 and must be allowable pursuant to the CRF requirements.

B. Eligible Expenses

Cook County, in its sole and absolute discretion, may reimburse and/or provide funding to Subrecipient for “Eligible Expenses” as described on Attachment A of this Agreement. Notwithstanding anything herein to the contrary, “Eligible Expenses” shall not include lost revenue. Failure of Subrecipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

III. NOTICES

Notices to Cook County as required by this Agreement shall be delivered in writing, via email and addressed to Cook County as set forth below. Notices to Subrecipient as required by this Agreement shall be in writing, via email and addressed to Subrecipient as set forth below. All such notices shall also be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested.

Ammar M. Rizki
Chief Financial Officer
Cook County Bureau of Finance
118 N. Clark Street, Suite 1127
Chicago, IL 60602
SuburbanCovidFundingRequest@cookcountyil.gov

Name of Subrecipient: Tom Cauley
Village President, Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521
dlanglois@villageofhinsdale.org

IV. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with CRF funds.

A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of Illinois and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

Subrecipient acknowledges that Eligible Expenses funded or reimbursed by Cook County to Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including, including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Hold Harmless

Subrecipient shall hold harmless, release, and defend Cook County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Indemnification

Subrecipient shall indemnify Cook County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or

damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by Cook County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for Cook County. Subrecipient shall reimburse Cook County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless Cook County under this Agreement.

E. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by Cook County to provide the funding under this Agreement.

Subrecipient shall promptly notify Cook County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

F. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employee involved in the performance of this Agreement.

G. Insurance

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

H. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Cook County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

Cook County may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to Cook County reports that are incorrect or incomplete in any material respect.

J. Program Fraud & False or Fraudulent Statements or Related Acts

Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any subcontractors pertaining to any matter resulting from a contract.

K. Debarment / Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

- L. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

V. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Subrecipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Eligible Expenses.

B. Duplication of Benefits; Subrogation

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by Cook County to Cook County.

Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement ("Duplication of Benefits Certification"), in the form attached hereto as Attachment B. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient's obligation to promptly notify Cook County of any disaster assistance received from any other source.

C. Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), Cook County, or any duly authorized representative of Cook County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

D. Record Retention

Subrecipient shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report.

E. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

F. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Monitoring & Compliance

Cook County shall evaluate the Subrecipient's risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the CRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by the County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

Cook County shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. Cook County may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations

H. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.343 and the procedures described below. Subrecipient's obligation to Cook County will not terminate until all close-out requirements are completed. Activities during this close-out period shall

include, but are not limited to:

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

I. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Cook County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Subrecipient expends \$750,000 or more in total federal assistance (all programs) in a single year, must have an audit conducted of Coronavirus Relief Funds in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall submit a copy of that audit to Cook County.

Subrecipients who do not meet the Single Audit threshold are required to have a program-specific Coronavirus Relief Funds audit conducted in accordance with § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to Cook County.

Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or possible return of all funds to Cook County.

J. Payment & Reporting Procedures

I. Payment Procedures

Cook County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the allocations and disbursement policies established by Cook County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient.

Subrecipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Subrecipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by Cook County.

- a. Requests for reimbursement or funding must be submitted via email to SuburbanCovidFundingRequest@cookcountyil.gov. Incomplete applications may result in a delay in a decision regarding of funding requests.
- b. Upon receipt of the Applications, the County will confirm receipt of application by email.
- c. The received application will be reviewed and Subrecipient will receive a Notification Letter by email indicating denial and/or approval of the funding request within approximately 10 days.
- d. Notification letters approving requested funds will contain detailed instructions regarding delivery of approved funds to Subrecipient. Receipt of approved funds will be contingent on a fully executed Intergovernmental and Subrecipient Agreement. All CRF funds not expended by

Subrecipient must be returned to Cook County by December 30, 2020, in compliance with the Close-Out Procedures contained in this Agreement.

2. Reporting Procedures. Subrecipient will be required to periodically report the status of projects approved for advance funding and will be required to tender to the County records addressing how the funding was used for eligible expenses. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, etc... to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

VI. Personnel & Participation Conditions

1. Hatch Act

Subrecipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

2. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Attachment A – Eligible Expenses
- Attachment B – Duplication of Benefits Certification

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. WAIVER

Cook County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Cook County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. CERTIFICATION

The subrecipient hereby certifies that they have the authority and approval from the governing body to execute this Agreement and request reimbursement from Cook County from the allocation of the Coronavirus Relief Fund provided to Cook County for eligible expenditures. The subrecipient further certifies the funds received for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:

- a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
- c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the subrecipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to Cook County.

Subrecipient agrees that they will retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Subrecipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for expenditures for which the subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to Cook County's allocation of CRF funding to Subrecipient. This Agreement is subject to availability of Federal assistance under the Coronavirus Relief Funds as authorized under the CARES Act. Cook County has no legal requirement to provide funding to any Subrecipient.

VI. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the of Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Cook County.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

[INSERT SUBRECIPIENT]

Signed: _____

Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

COOK COUNTY, ILLINOIS

Signed: _____

Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

Signed: _____

Office of the Cook County State's Attorney

ATTACHMENT A – ELIGIBLE EXPENSES

Eligible expenses are subject to approval by Cook County and are contingent on allowability under the respective funding sources. Eligible expenses are those incurred for response and recovery activities as a result of a declared emergency. Cook County will review all expenses submitted for reimbursement. Reimbursement shall only be made for eligible expenses that are directly tied to response and recovery activities related to COVID-19. Expenses must be allowable pursuant to the Federal agency award requirements. Expenses listed below is nonexclusive, and additional Federal funding sources may include additional eligible expenses.

Eligible Coronavirus Relief Fund (CRF) Expenses

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible expenditures include, but are not limited to, payment for:

- Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase.
 - COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
- Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.

- Expenses for quarantining individuals.
- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria, excluding costs associated in conducting Coronavirus Relief Fund Single or Program-Specific audits.

ATTACHMENT B – DUPLICATION OF BENEFITS CERTIFICATION

In consideration of Subrecipient’s receipt of funds or the commitment of funds by the Cook County, Subrecipient hereby assigns to Cook County all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or any other source of funding that were the basis of the calculation of the portion of the Coronavirus Relief Funding transferred to the Subrecipient under the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds Agreement entered into by and between Cook County, Illinois, and _____ on _____, 2020. Any such funds received by the Subrecipient shall be referred to herein as “additional funds.”

Additional funds received by the Subrecipient that that are determined to be a Duplication of Benefits (“DOB”) shall be referred to herein as “DOB Funds.” Subrecipient agrees to immediately notify Cook County of the source and receipt of additional funds related to the COVID-19 pandemic. Cook County shall notify the Federal awarding agency of the additional funding reported by Subrecipient to Cook County. Subrecipient agrees to reimburse Cook County for any additional funding received by the Subrecipient if such additional funding is determined to be a DOB by Cook County, the Federal awarding agency or an auditing agency. Subrecipient further agrees to apply for additional funds that the Subrecipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Subrecipient and Cook County.

Subrecipient acknowledges that in the event that Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

Subrecipient: _____

Signed: _____

Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____



REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Exterior Appearance and Site Plan to enclose the entrance into the existing office building.
908 N. Elm Street – O-3 General Office District - Case A-13-2020

MEETING DATE: July 16, 2020

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance approving an Exterior Appearance and Site Plan for expansion and redevelopment of an existing building – 908 N. Elm Street

Background

The Village of Hinsdale has received an Exterior Appearance/Site Plan review application from the CBRE Property Manager of 908 N. Elm Street to enclose the entrance into the existing office building. The proposed materials of the enclosure include white aluminum and glass, and will not expand the existing building envelope. Per the submitted rendering, the architectural elements of the building would be preserved. The subject property is currently used as a medical office building and adjacent to the same O-3 General Office District parcels to the north, south and east, and a B-3 General Business District parcel to the northwest.

Per the application, there would be no change to the building height, setbacks, or lot coverage. However, the proposed enclosure would increase the floor area ratio (FAR) by 1%, or 300 SF, to 43.6%. The existing building has a legal nonconforming FAR because the maximum permitted FAR is 35%. On January 15, 2020, the Zoning Board of Appeals (ZBA) unanimously approved their request (V-06-19) for a 1% increase in FAR (to reflect this application). A few members of the ZBA commented that the current entrance does not function well and the safety and welfare of the patients of the building would be enhanced with the proposed changes.

Discussion & Recommendation

At the May 13, 2020, Plan Commission meeting, the PC unanimously recommended approval for the proposed exterior appearance and site plan improvements, as submitted, 7-0, and 1 absent. There were no public comments at the PC meeting.

Village Board and/or Committee Action

At the April 7, 2020, Village Board meeting, the Board of Trustees approved the aforementioned variation request (V-06-19) for the 1% increase in FAR.

At the June 16, 2020, Board of Trustees meeting, the Village Board had no issues with the request and moved the item forward for Second Reading.



Documents Attached

Ordinance

The following related materials were provided for the Board of Trustees of this item on June 16, 2020, and can be found on the Village website at:

https://www.villageofhinsdale.org/document_center/VillageBoard/2020/06%20JUN/VBOT%20PACKET%2006%2016%2020.pdf

Exterior Appearance and Site Plan Application and Exhibits

Zoning Map and Project Location

Aerial View of 908 N. Elm Street

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE AND SITE PLAN FOR EXPANSION AND REDEVELOPMENT OF AN EXISTING BUILDING – 908 N. ELM STREET

WHEREAS, CBRE (the “Applicant”), on behalf of the owner GA HC REIT II Hinsdale MOB 1, has submitted an application (the “Application”) seeking exterior appearance and site plan approval for an aluminum and glass enclosure of what is an existing covered open portico at the existing commercial office building at 908 N. Elm Street (the “Subject Property”). The enclosure will be the entrance vestibule into the existing office building. The Subject Property is located in the O-3 General Office Zoning District and is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Subject Property is currently improved with a two-story commercial building. The Applicant desires to continue to occupy the Subject Property for its existing medical office use. 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 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 May 13, 2020, 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 Plans on a vote of seven (7) ayes, zero (0) nays, and one (1) absent, 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.** All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

SECTION 6: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held

unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict are hereby repealed.

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

ADOPTED this _____ day of _____, 2020, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2020, 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: _____, 2020

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOT 2 IN OFFICE PARK OF HINSALE, BEING A SUBDIVISION OF PART SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS

**COMMONLY KNOWN AS: 908 N. ELM STREET, HINSDALE, IL
PINS: 06-36-405-018 & 09-01-207-008**

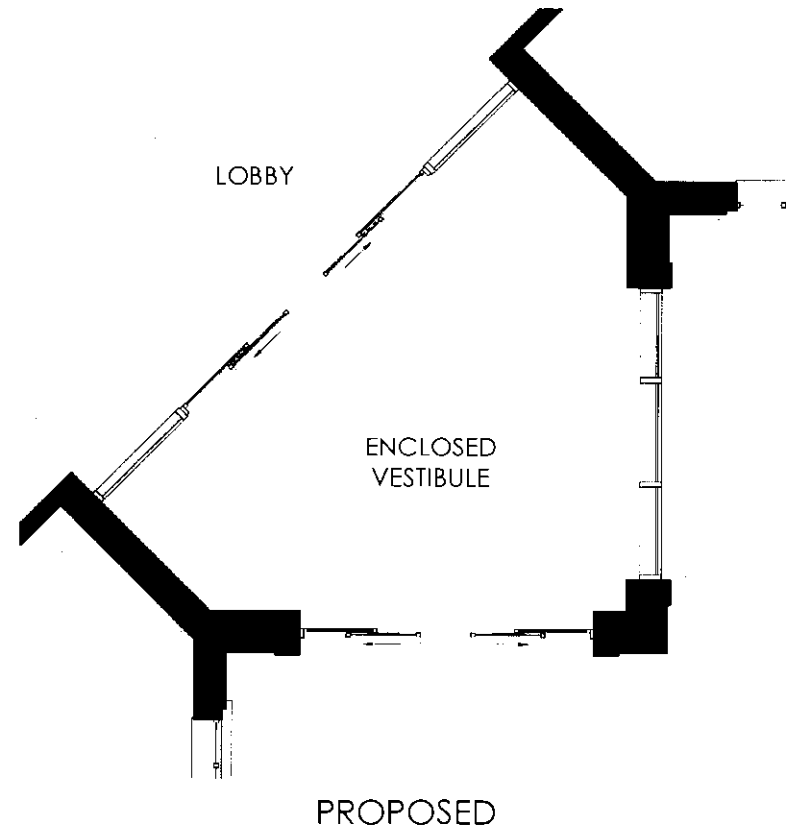
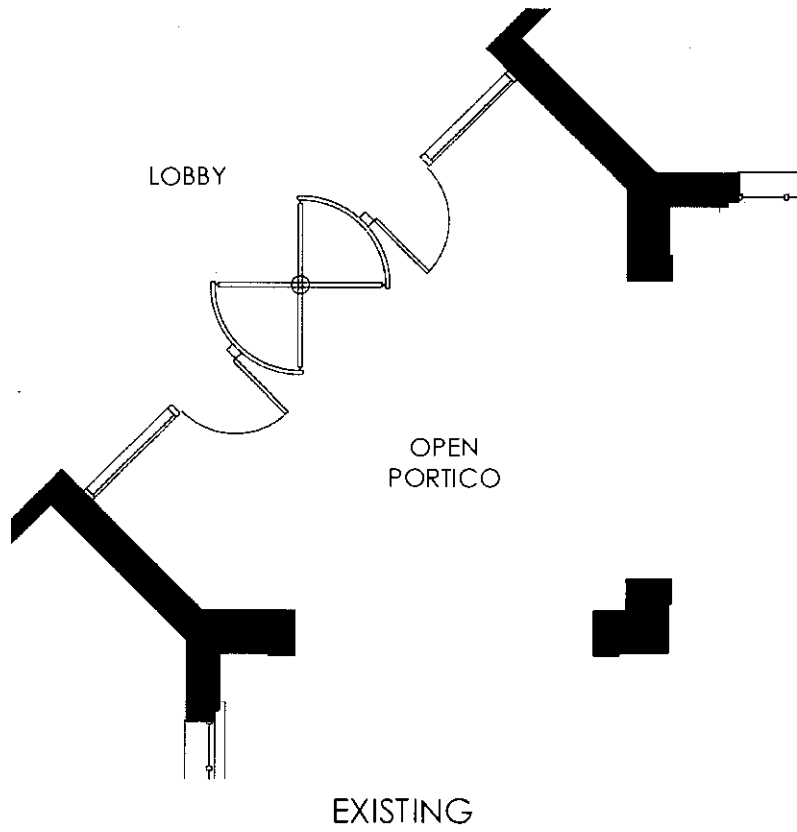
EXHIBIT B

APPROVED EXTERIOR APPEARANCE AND SITE PLANS

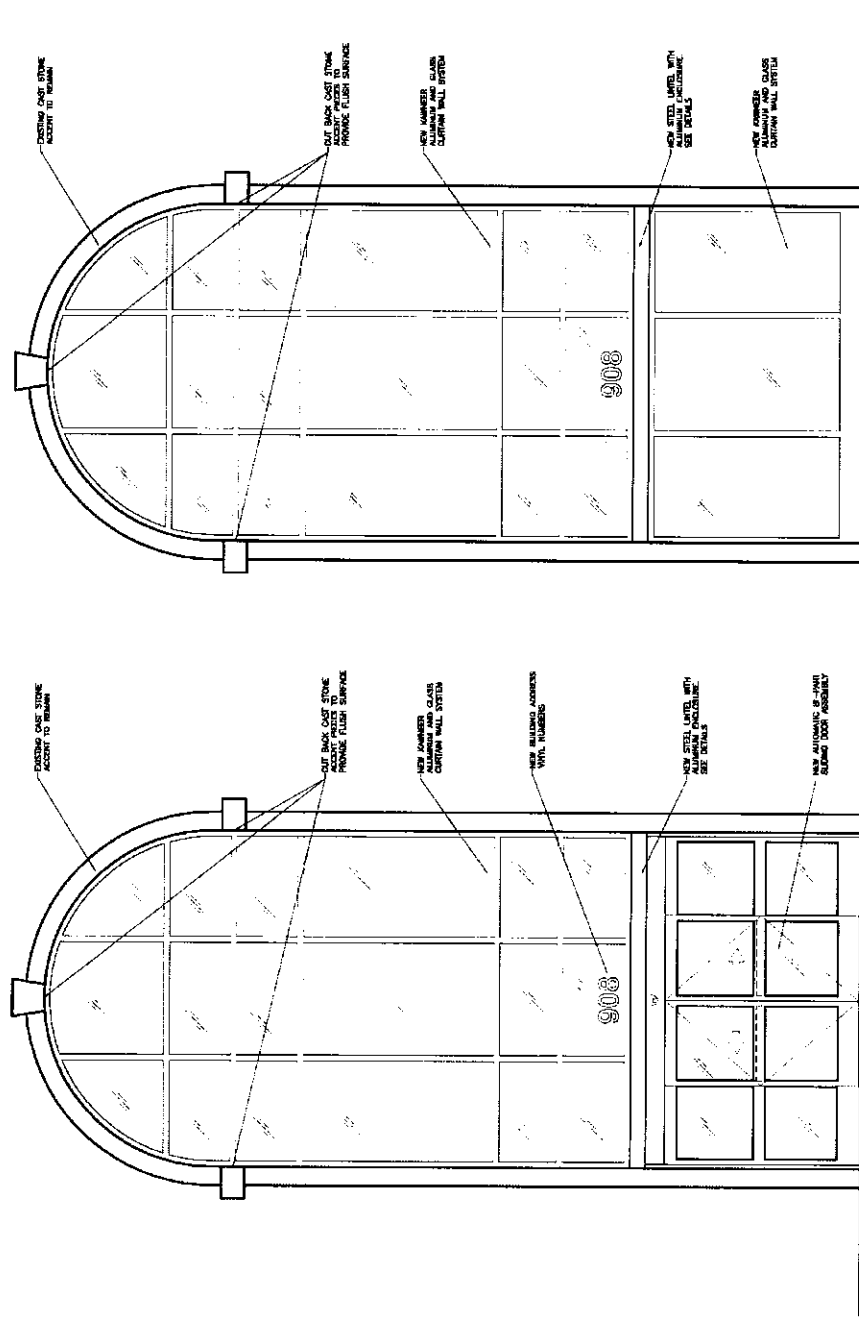
(ATTACHED)

908 N. ELM STREET | BUILDING ENTRY





908 N. ELM STREET | BUILDING ENTRY



SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"

EXHIBIT C

FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION

(ATTACHED)

HINSDALE PLAN COMMISSION

Application: Case A-13-2020 – Applicant: Jim Doyle, CBRE Property Manager

Request: Exterior Appearance/ Site Plan – 908 N. Elm Street in the O-3 General Office District

DATE OF PLAN COMMISSION (PC) REVIEW conducted electronically: May 13, 2020

DATE OF BOARD OF TRUSTEES 1ST READING: June 16, 2020

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The PC heard testimony from the applicant, Mr. Ryan DeBari, project architect representing the owner, summarized the plans to enclose an existing open portico. The building is currently used as a medical office building, and much of the foot traffic include elderly and persons who require a walker or wheelchair. The issue is the current revolving door is not wide enough, but a new sliding door without a vestibule would cause an uncomfortable situation for everyone waiting in the lobby (temperature/weather/season related). The solution is to infill the open portico. The applicant reviewed the site plan and elevation proposals, and white aluminum and glass store front, which should match the existing appearance/elements of the building (11-604(F)(1), 11-605(E) and 11-606(E)).
2. Two Plan Commissioners stated that they are familiar with the building and the proposed would be a nice improvement (11-604(F)(1)(f)).
3. A Plan Commissioner stated that this is much needed for a medical office building (11-604(F)(1)(c)).
4. There were no questions by the Plan Commission during the public meeting. (11-604(E)(2)).
5. There were no public comments at the Plan Commission public meeting, conducted electronically, on May 13, 2020 (11-604(E)(2)).

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed exterior appearance and site plan, as submitted, the Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," and one (1) "Absent," recommends that the President and Board of Trustees approve the application.

THE HINSDALE PLAN COMMISSION By:

Stephen J. Cadman, Chairman

Dated this 11th day of June, 2020.



REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Exterior Appearance and Site Plan to make various Improvements to the existing building to be continued as a Law Office
32 Blain Street – O-1 Specialty Office District - Case A-08-2020

MEETING DATE: July 16, 2020

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance approving an Exterior Appearance and Site Plan for expansion and redevelopment of an existing building - 32 Blaine Street.

Background

The Village of Hinsdale has received an Exterior Appearance/Site Plan review application from 32 Blaine LLC, requesting approval to redevelop and improve an existing 2 and part 3-story building, previously used as a law office at 32 Blaine Street in the O-1 Specialty Office District. The proposed scope of work includes: adding/expanding 2 interior stairwells and dormers, installing a rear deck for ingress/egress, improvements for handicap stairwells, replacing the front porch and new siding to match the existing color scheme. The proposed site plan includes paving a new asphalt driveway, improving the rear parking lot for ADA compliance, and various landscaping improvements around the perimeter of the lot.

The proposed materials for the improvements to the existing building include: 6-inch LP Smartside lap siding, Trex or Azek composite decking for the new front and rear porch, Colonial Porch columns, spandrels for a Victorian appearance and cedar and freeze board trim. Per the applicant, the building height, setbacks, lot coverage and floor area ratio will not change. However, the roof shape would change due to the 2 additional dormers on the north and south side of the building (for enclosed interior stairwells). The attached application also includes a landscape plan to enhance the visual appeal to the subject property.

The existing rear parking lot is legal nonconforming due to the required 11 parking spaces. The applicant has concurrently applied for a Zoning Board of Appeals (ZBA) variation request to permit the paving/stripping for 7 parking spaces (ZBA Case V-01-20). To this end, any Plan Commission recommendations to the Village Board should include a condition for ZBA approval for the parking variation request. At the May 20, 2020, the ZBA unanimously approved the variation request, as submitted.

Discussion & Recommendation

At the May 13, 2020, Plan Commission meeting, the PC unanimously recommended approval for the proposed exterior appearance and site plan improvements, with the condition of ZBA approval, 7-0, and 1 absent. There were no public comments at the PC meeting by neighbors regarding the request.

Village Board and/or Committee Action

At the June 16, 2020, Board of Trustees meeting, the Village Board had no issues with the request and moved the item forward for Second Reading, however, requested for a colored exhibit for the proposed colors of the building façade. This is attached as an exhibit in the ordinance.

Documents Attached

Ordinance

The following related materials were provided for the Board of Trustees of this item on June 16, 2020, and can be found on the Village website at:

https://www.villageofhinsdale.org/document_center/VillageBoard/2020/06%20JUN/VBOT%20PACKET%2006%2016%2020.pdf

Exterior Appearance and Site Plan Application and Exhibits
Zoning Map and Project Location
Street View of 32 Blaine Street

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE AND SITE PLAN FOR EXPANSION AND REDEVELOPMENT OF AN EXISTING BUILDING – 32 BLAINE STREET

WHEREAS, 32 Blaine LLC (the “Applicant”) has submitted an application (the “Application”) seeking exterior appearance and site plan approval for redevelopment of and improvements to an existing two and partial three-story building at 32 E. Blaine Street (the “Subject Property”) in the O-1 Specialty Office District. Proposed improvements to the building include adding/expanding two interior stairwells and dormers, installing a rear deck for ingress/egress, improvements for handicap stairwells, and replacing the front porch and new siding to match the existing color scheme. The proposed site plan includes paving a new asphalt driveway, improving the rear parking lot for ADA compliance, and various landscaping improvements around the perimeter of the lot. The Subject Property is located in the O-1 Specialty Office Zoning District and 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 vacant two-story commercial building. The Subject Property was previously used as a law office, and the Applicant desires to occupy the Subject Property as a law 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 May 13, 2020, 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 Plans on a vote of seven (7) ayes, zero (0) nays, and one (1) absent, subject to final approval of a parking variation request submitted by the Applicant to the Zoning Board of Appeals, 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 B** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

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

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

- A. **Compliance with Plans.** All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- D. **Approval of Parking Variation.** Final approval of the parking variation request submitted by Applicant to the Zoning Board of Appeals.

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 _____, 2020, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2020, 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: _____, 2020

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

THE SOUTH 30 FEET OF LOT 12 AND THE NORTH 40 FEET OF LOT 13 IN GLADSTONE PARK, BEING A SUBDIVISION OF BLOCK 4 IN ROBBINS FIRST ADDITION TO THE TOWN OF HINSDALE, BEING A SUBDIVISION IN THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID GLADSTONE PARK, RECORDED SEPTEMBER 7, 1887 AS DOCUMENT 38039, IN DUPAGE COUNTY, ILLINOIS

P.I.N.: 09-12-201-011-0000

COMMONLY KNOWN AS: 32 BLAINE STREET, HINSDALE, IL 60521

EXHIBIT B

APPROVED EXTERIOR APPEARANCE AND SITE PLANS

(ATTACHED)



Applied Products

Sample	Surface	Product Name	Brand	Color
	Roof			
	Left Eave	LP® SmartSide® Cedar Shakes Staggered	LP® SmartSide®	
	Left Eave	Cavern Steel <u>1 - All Fish Scale Siding and Porch Lattice</u>	LP® SmartSide®	
	Left	LP® SmartSide® 6" Cedar Texture Lap	LP® SmartSide®	
	Left	Desert Stone <u>2 - All Lap Siding</u>	LP® SmartSide®	
	Entry	LP® SmartSide® 6" Cedar Texture Lap	LP® SmartSide®	
	Entry	Desert Stone	LP® SmartSide®	
	Right Eave	LP® SmartSide® 6" Cedar Texture Lap	LP® SmartSide®	
	Right Eave	Desert Stone	LP® SmartSide®	



Right

LP® SmartSide® 6" Cedar Texture Lap

LP® SmartSide®

Right

Desert Stone

LP® SmartSide®

Trim

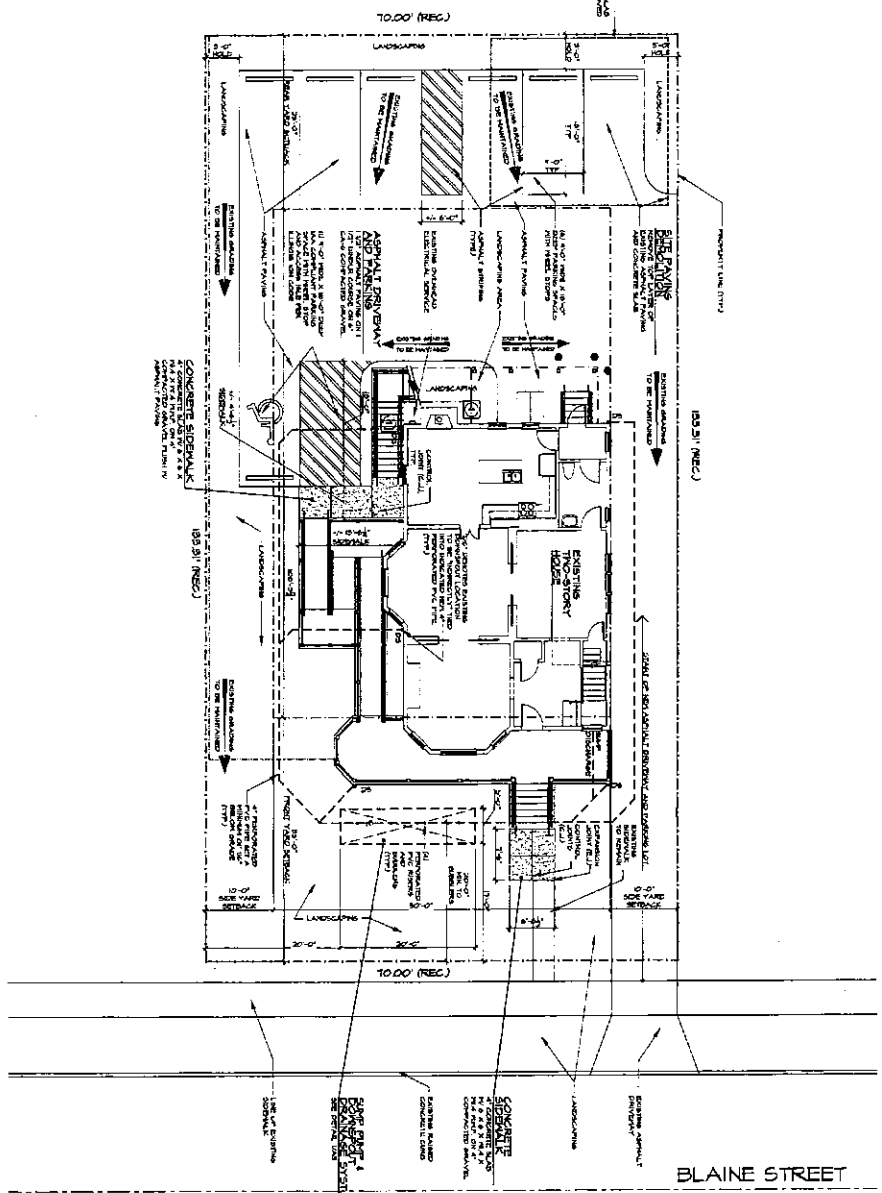
Snowscape White **3 - Trim Boards**

LP® SmartSide®

Disclaimer: This is a visual representation of LP® Building Solutions products and others and should only be used for conceptual purposes.

GENERAL NOTES:
 1. PRODUCE THIS SET PLAN AND GRADING FROM PLAN
 2. HAWBECKER AND GARVER, L.L.C.
 3. DATE: NOVEMBER 1, 2014
 4. DRAWN BY: [Signature]

A SITE PLAN



ZONING INFORMATION

ZONING DISTRICT: O-1
 LOT CLASSIFICATION: MINIMAL LOT
 TOTAL LOT AREA: 48,120 SF
 MAXIMUM BUILDING HEIGHT: 34'-0"
 MAXIMUM BUILDING FOOTPRINT: 5,000 SF
 ACTUAL BUILDING ELEVATION: 20'-0"

BUILDING COVERAGE AND F.A.R. CALCULATIONS:

	F.A.R.	BUILDING COV.
GARAGE	0.00	0.00
FIRST FLOOR	0.25	0.25
SECOND FLOOR	0.25	0.25
ATTIC	0.00	0.00
TOTALS	0.50	0.50

MAX ALLOWED FLOOR AREA: 48,120 SF
 MAX ALLOWED BUILDING COVERAGE: 5,000 SF
 ACTUAL BUILDING COVERAGE: 4,800 SF
 MAX ALLOWED LOT COVERAGE: 5,000 SF

OCCUPANCY LOAD TABULATION PER ROOM INTERNATIONAL BUILDING CODE

ROOM	AREA (SQ FT)	LOAD (PER 100 SQ FT)	TOTAL LOAD
CELLAR (ALL STORAGE)	1,000	1.0	10
FIRST FLOOR	4,800	1.0	48
SECOND FLOOR	4,800	1.0	48
ATTIC	1,000	1.0	10
TOTAL	11,600		116

PARKING REQUIREMENTS (NET SQUARE FOOTAGE) PER VILLAGE OF HINSDALE ZONING ORDINANCE

TYPE	REQUIREMENT	PROVIDED
CELLAR (ALL STORAGE)	100 SF PER 1,000 SF	100 SF
FIRST FLOOR	100 SF PER 1,000 SF	100 SF
SECOND FLOOR	100 SF PER 1,000 SF	100 SF
ATTIC	100 SF PER 1,000 SF	100 SF
TOTAL	400 SF PER 4,800 SF	400 SF

ZONING CLASSIFICATION O-1
 REQUIRED SPACES: 10
 TOTAL SPACES PROVIDED: 10

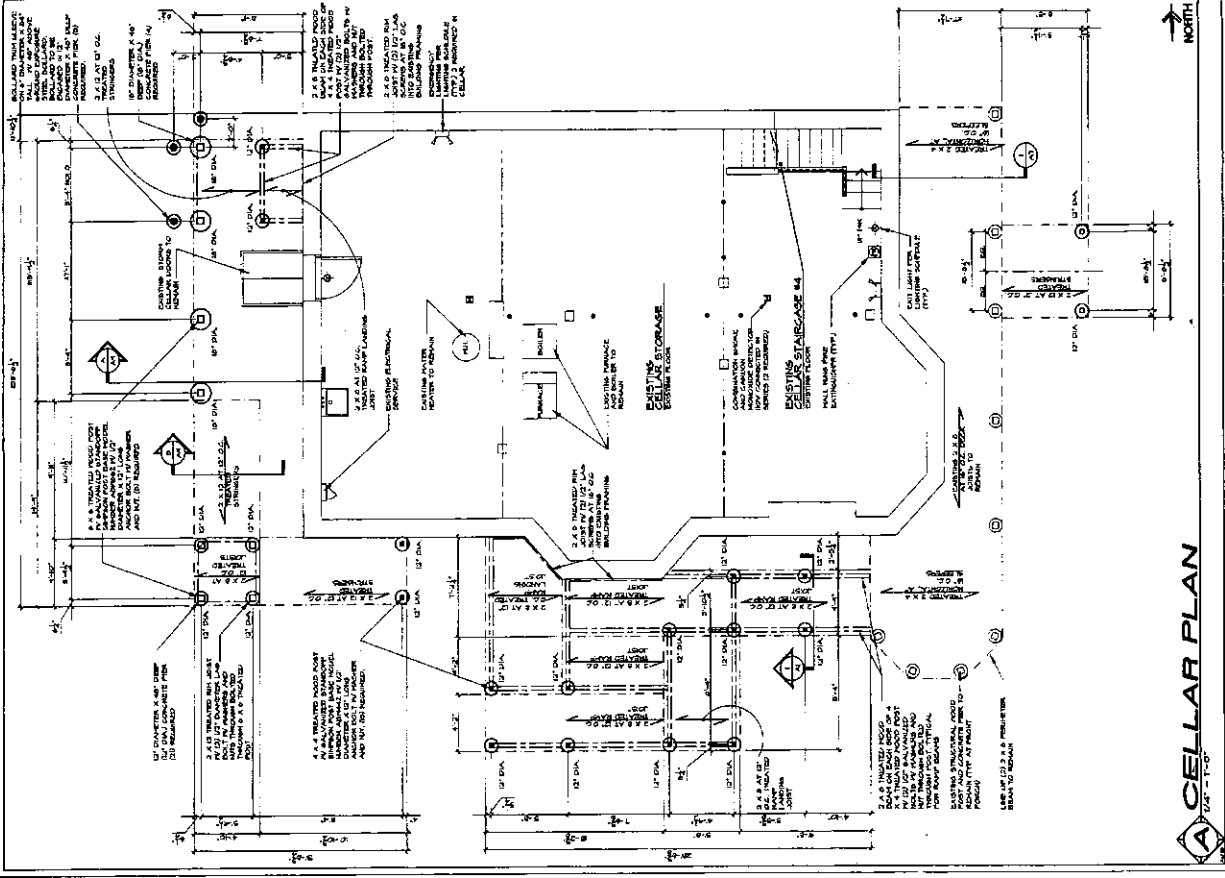
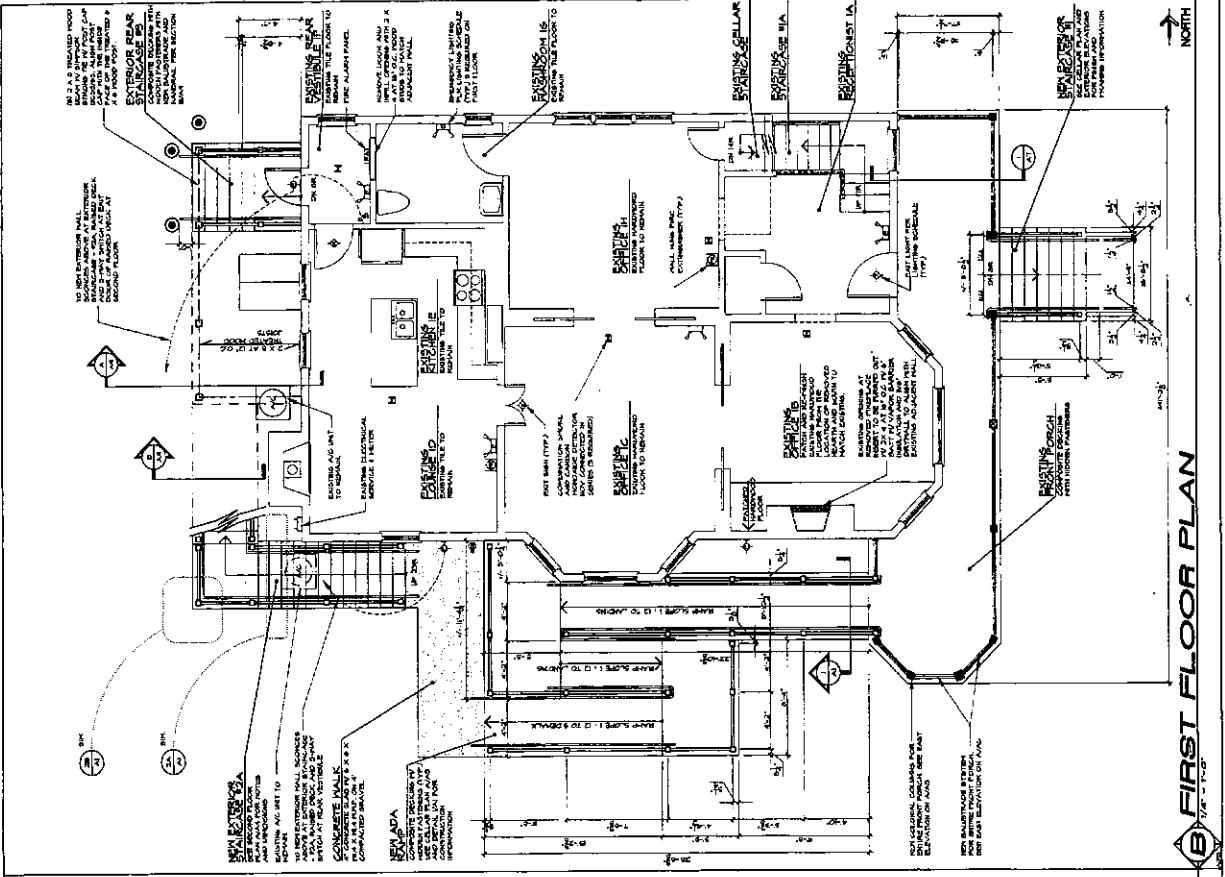
Capriprisby
 architectural design

AN ADDITION AND REMODELING FOR
HAWBECKER AND GARVER, L.L.C.
 32 SOUTH BLAINE STREET
 HINSDALE, ILLINOIS 60521

DATE ISSUED: 01-02-2015
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO: 10251102

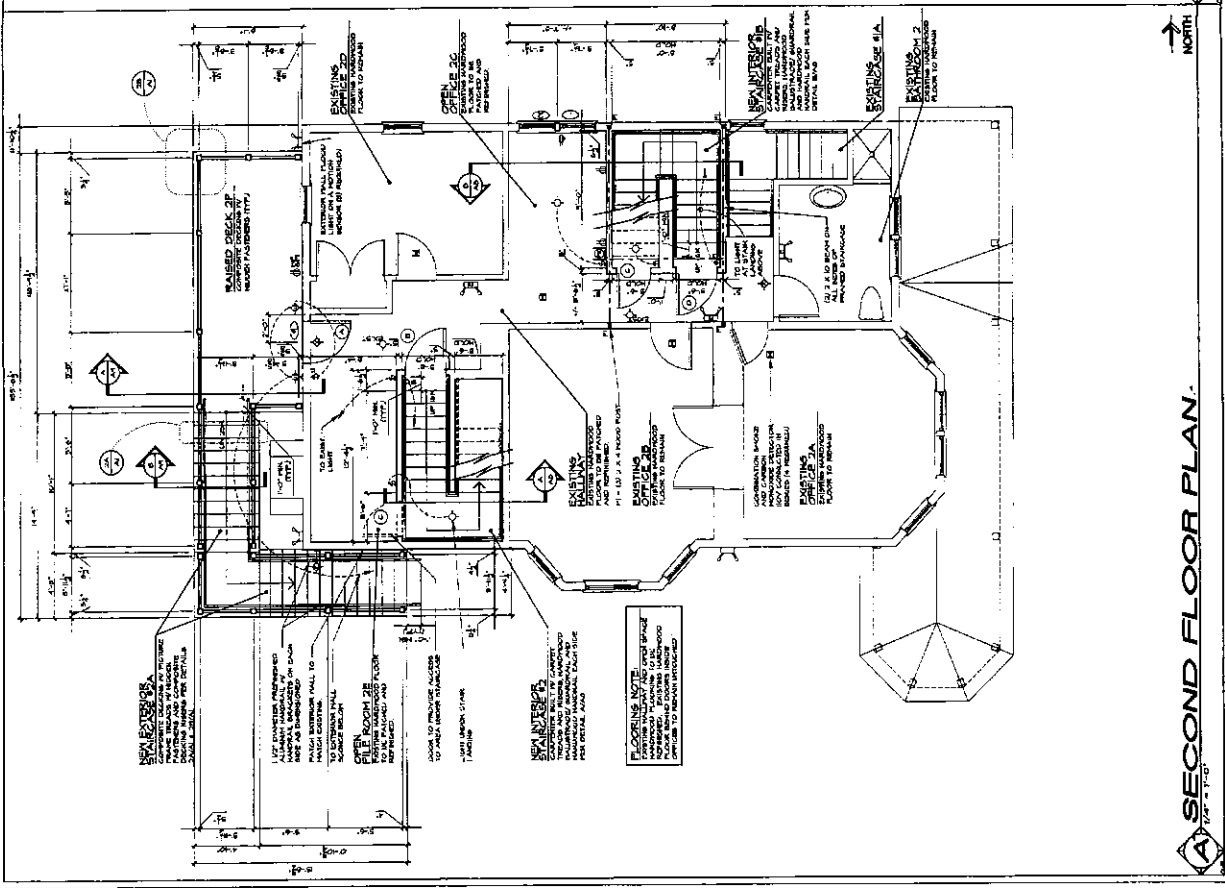
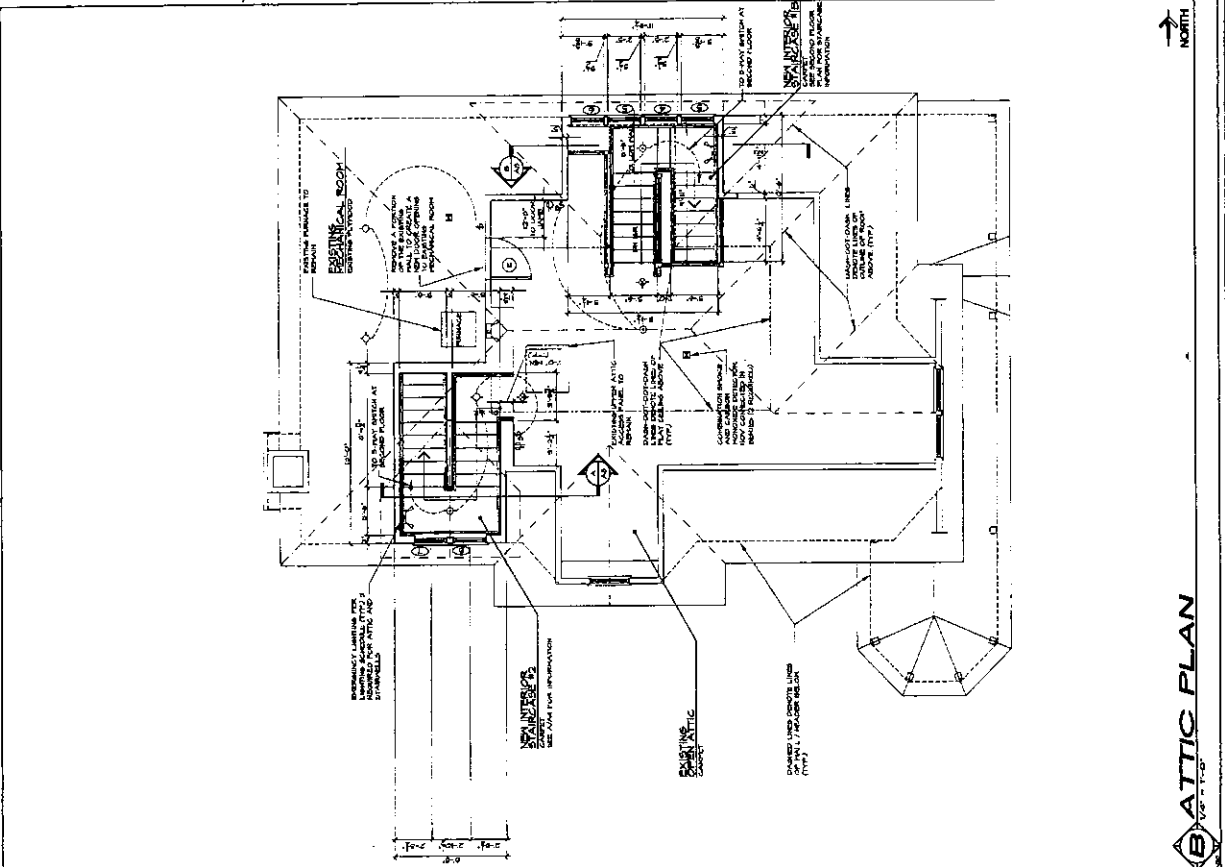
ATTACHMENT 1
 SHEET NUMBER: A2 OF 9

HAWBECKER AND GARVER, LLC
 AN ARCHITECTURAL FIRM
 32 SOUTH BLAIR STREET
 HINSDALE, ILLINOIS 60521
 PHONE: (708) 424-2020
 FAX: (708) 424-2020
 PROJECT NO. 17024-02
 PERMITS DATED: 11/11/11
 SHEET NO. 03 OF 09
 SHEET TITLE: REPAIR AND REINFORCE FIRST FLOOR
 PROJECT: AN ADDITION AND REINFORCE FOR
 CAPROPRISSY



CAPROPRISSY
 ARCHITECTURAL DESIGN
 22 S. WESTERN AVE.
 CHICAGO, IL 60606
 PHONE: (773) 327-1111
 FAX: (773) 327-1112
 WWW.CAPROPRISSY.COM

HINSDALE, ILLINOIS 60521
HAWBECKER AND GARVER, LLC
 AN ADDITION AND REMODELING FOR
 SECOND AND ATTIC FLOOR LAY
 PROJECT NUMBER: A4-09-01
 SHEET TITLE: SECOND FLOOR PLAN
 DATE: 11/04/09
 PROJECT: 11024 RC
 DESIGNER: [Redacted]
 ARCHITECT: [Redacted]
 SCALE: 1/8" = 1'-0"
 DRAWN BY: [Redacted]
 CHECKED BY: [Redacted]
 DATE: 11/04/09

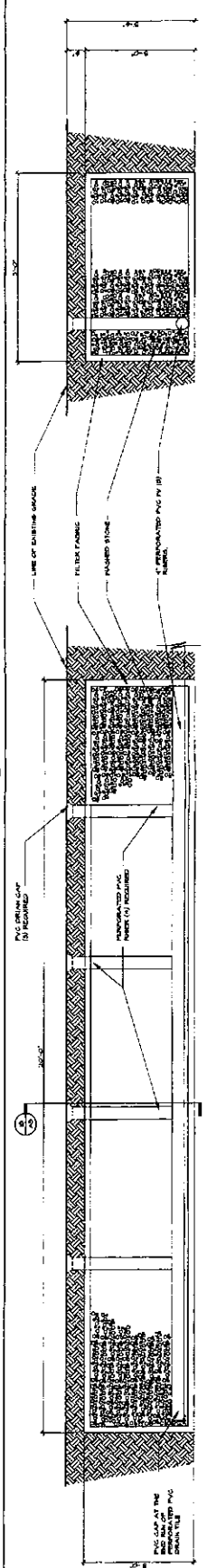


A SECOND FLOOR PLAN
B ATTIC PLAN
 NORTH
 NORTH

108 S. Washington Street
 Chicago, IL 60604
 Tel: 312.222.7222
 Fax: 312.222.7224
 www.hawbecker.com

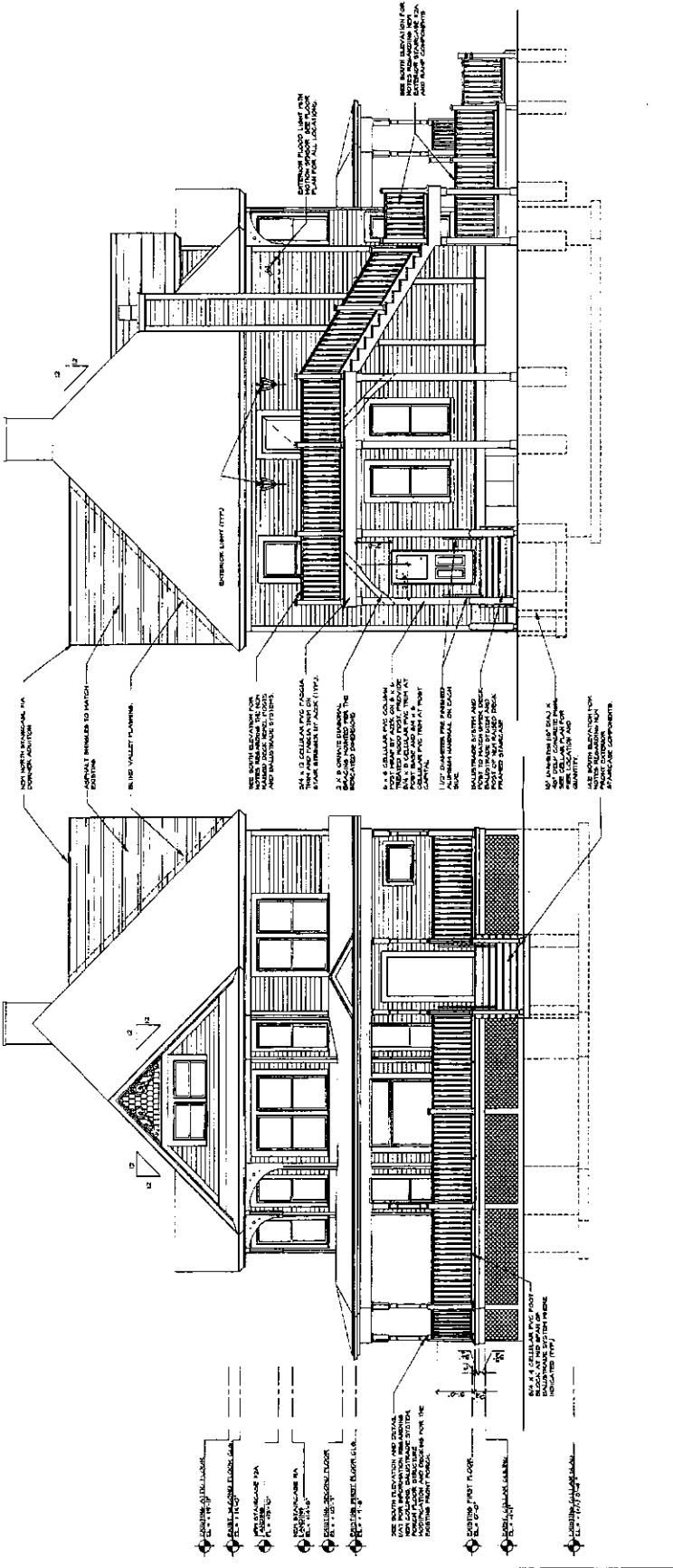


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1 SUMP PUMP AND DOWNSPOUT DRAINAGE SYSTEM DETAILS

EXTERIOR ELEVATION NOTES:
 1. SEE EXTERIOR ELEVATION SHEET ON SHEET #16 FOR SCOPE OF WORK.



A FRONT (EAST) ELEVATION

B REAR (WEST) ELEVATION

© COPYRIGHT CARVER ARCHITECTURAL DESIGN, 2014

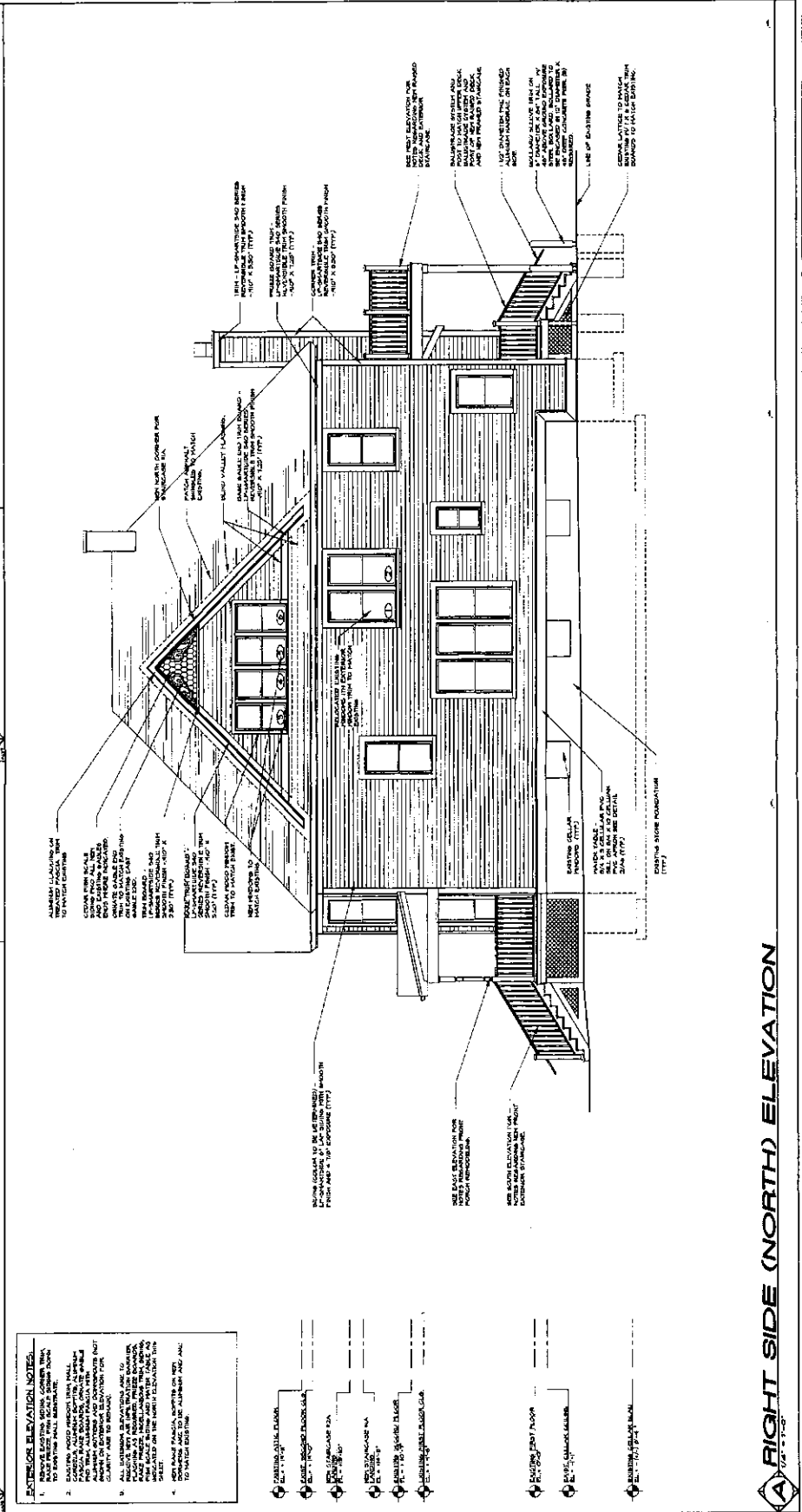
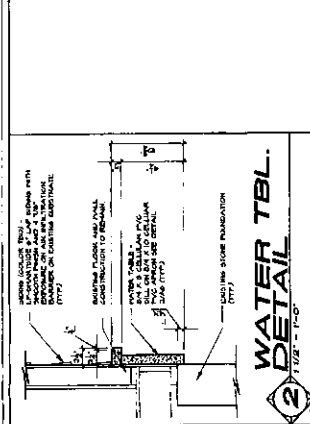
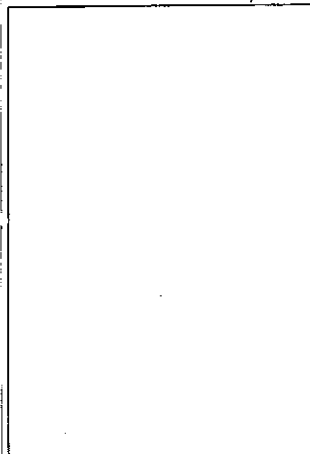
AN ADDITION AND REMODELING FOR
HAWBECKER AND GARDNER, L.L.C.
 92 SOUTH BLAINE STREET
 HINSDALE, ILLINOIS 60521

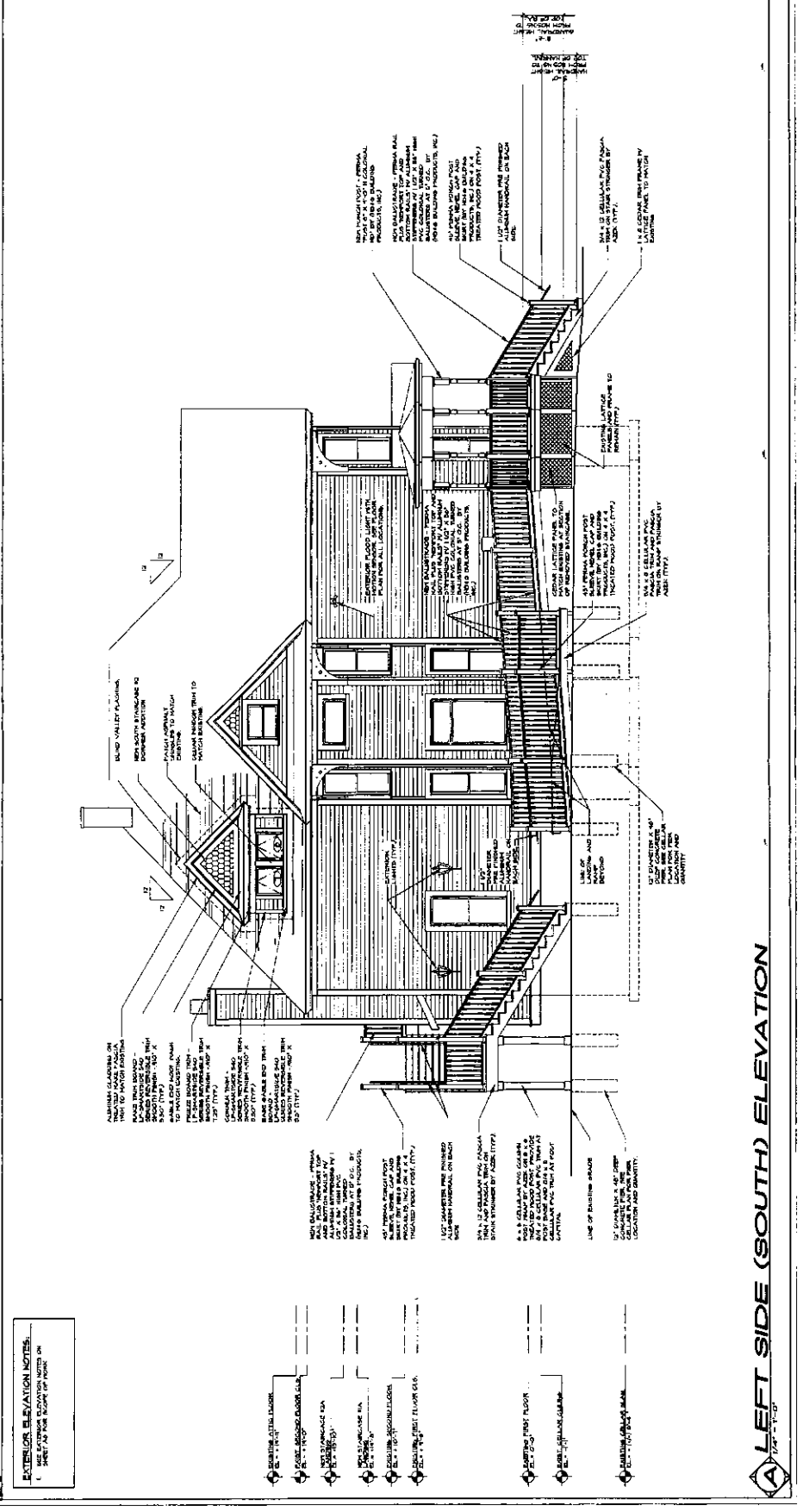
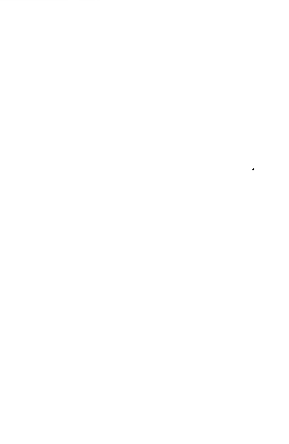
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 DRAWING DATE: 11/20/2020

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 PROJECT NAME: HAWBECKER AND GARDNER, L.L.C.
 PROJECT ADDRESS: 92 SOUTH BLAINE STREET, HINSDALE, IL 60521

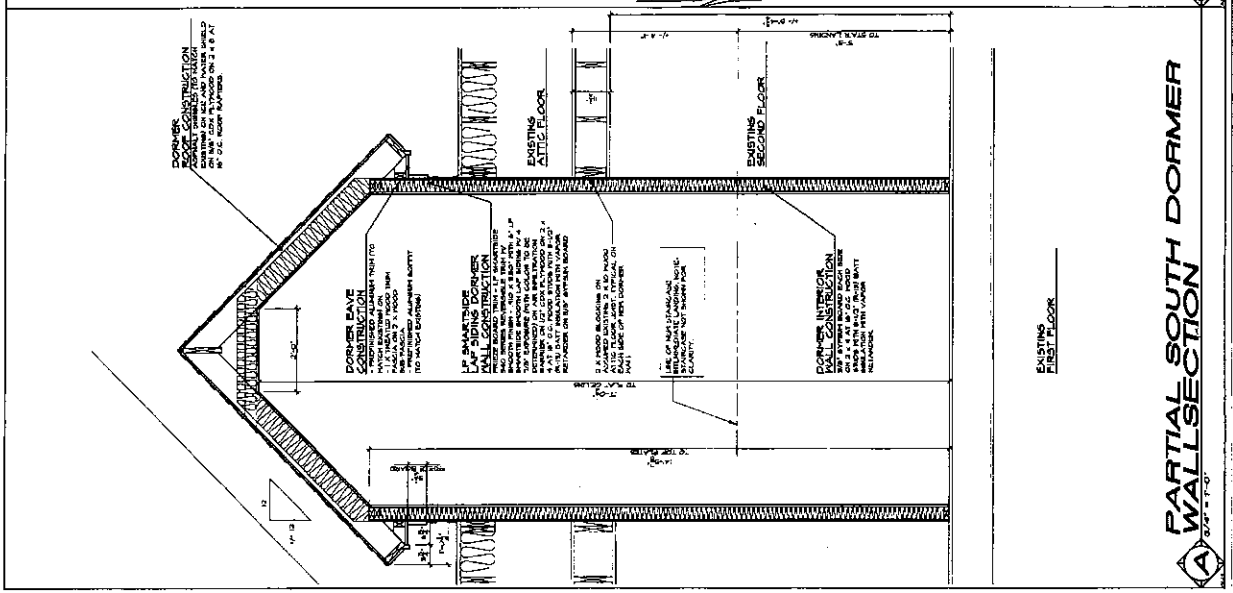
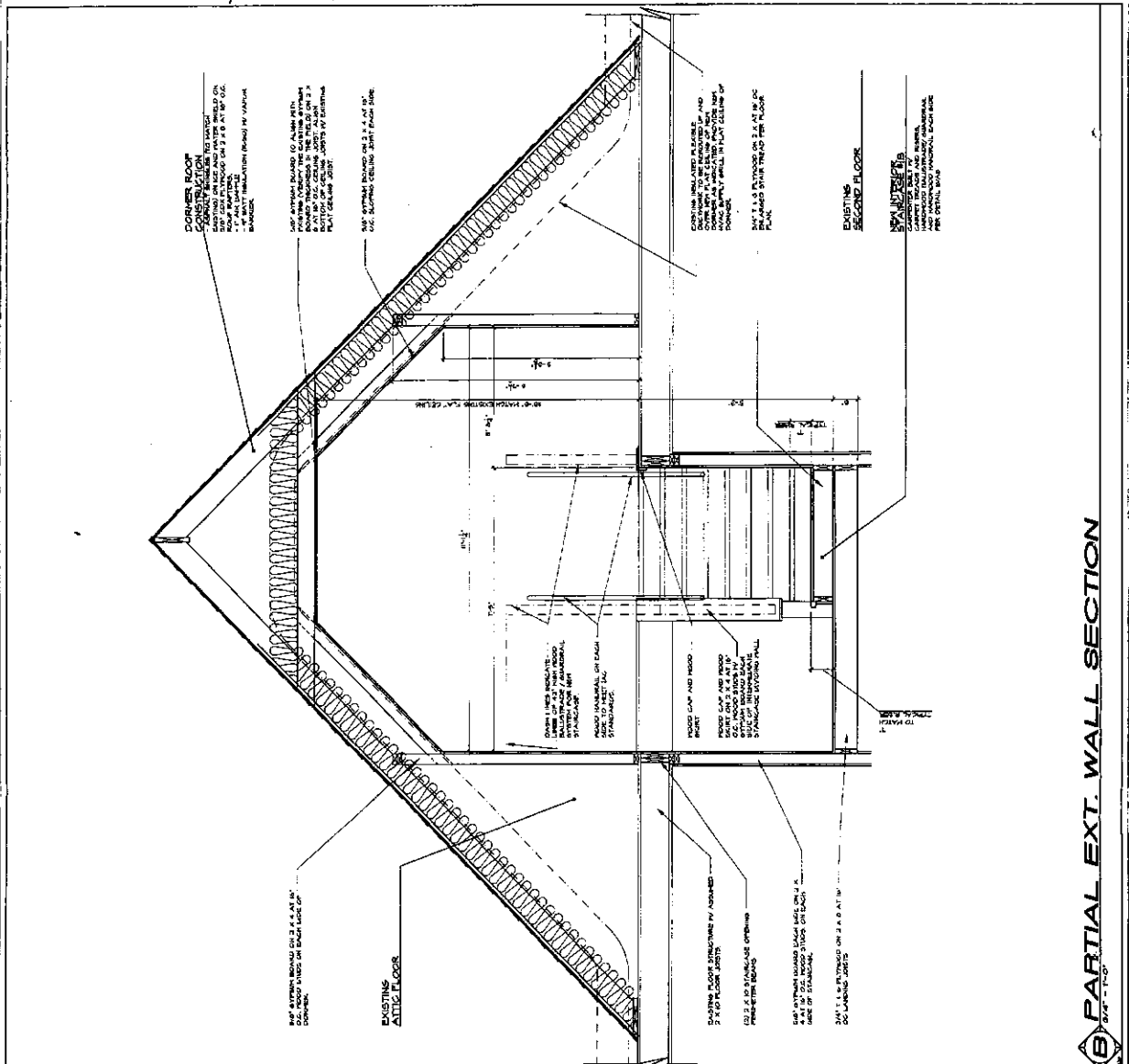
DESIGNED BY: CARVER ARCHITECTURAL DESIGN
 1211 N. WILSON ST.
 HINSDALE, IL 60521
 TEL: 630.232.1234
 WWW.CARVERDESIGN.COM

SCALE: AS SHOWN
 SHEET NO. 14024 RC-1
 TOTAL SHEETS: 14024 RC-1 TO 14024 RC-10

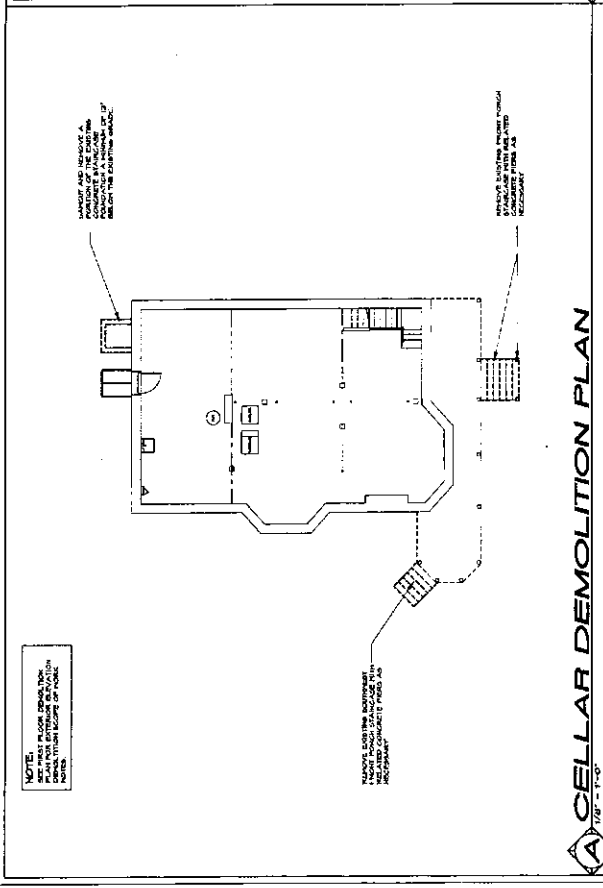




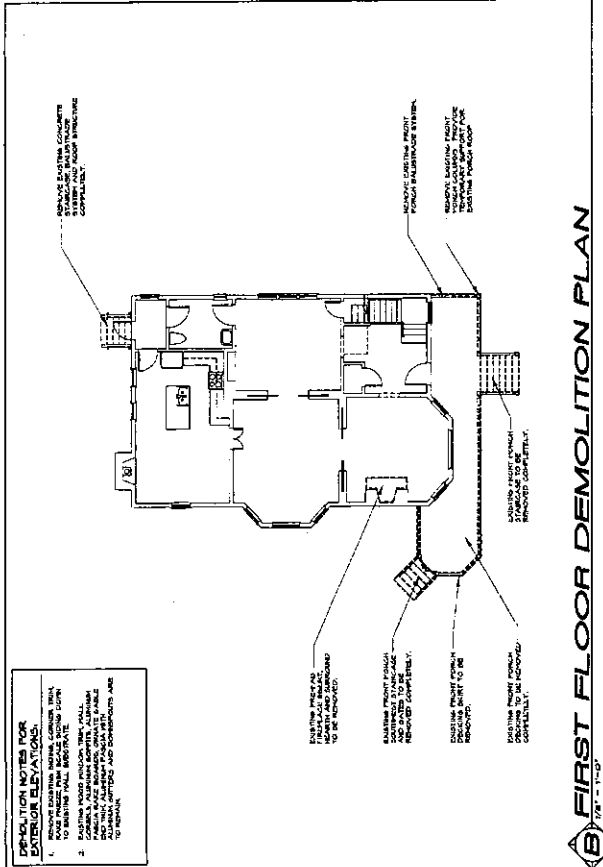
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HAWBECKER AND GARVER, LLC.
 92 SOUTH BLAINE STREET
 HINSDALE, ILLINOIS 60521
 DATE REVISED: 01-20-2020
 PROJECT NUMBER: 102014-02
 PREPARED BY: [Redacted]
 CHECKED BY: [Redacted]
 DRAWN BY: [Redacted]
 PROJECT LOCATION: [Redacted]
 PROJECT NUMBER: [Redacted]



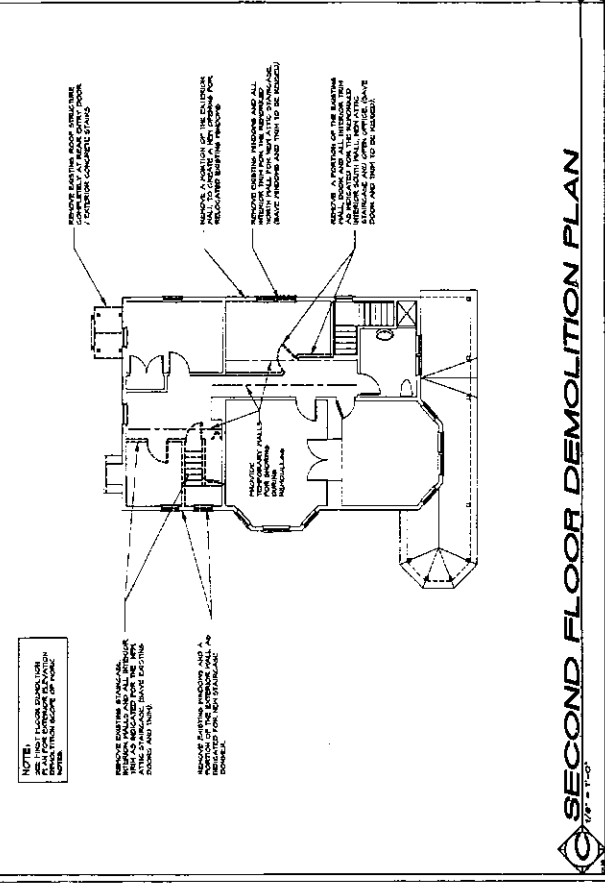
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(B) PARTIAL EXT. WALL SECTION



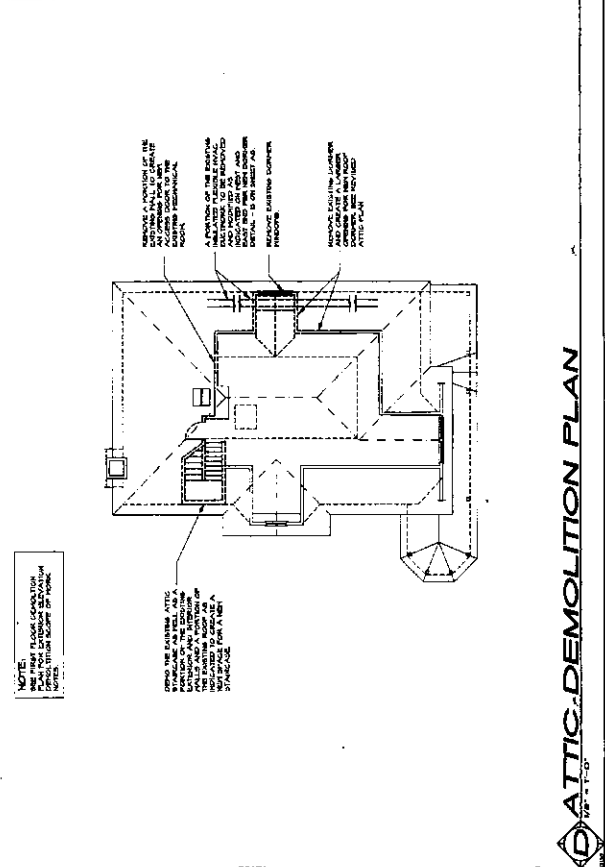
(A) CELLAR DEMOLITION PLAN
1/18 - 1/18



(B) FIRST FLOOR DEMOLITION PLAN
1/18 - 1/18



(C) SECOND FLOOR DEMOLITION PLAN
1/18 - 1/18



(D) ATTIC DEMOLITION PLAN
1/18 - 1/18

cappporlsby
architectural design

18 & WASHINGTON STREET
MILWAUKEE, WISCONSIN 53233
TEL: 414.224.2344
WWW.CAPPPORLSBY.COM

DATE: 1/18
PROJECT: 18024 RC
PREPARED BY: [Name]

HAWBECKER AND GARDNER, L.L.C.
AN ADDITION AND REMODELING FIRM
32 SOUTH BLAINE STREET
HINSDALE, ILLINOIS 60521

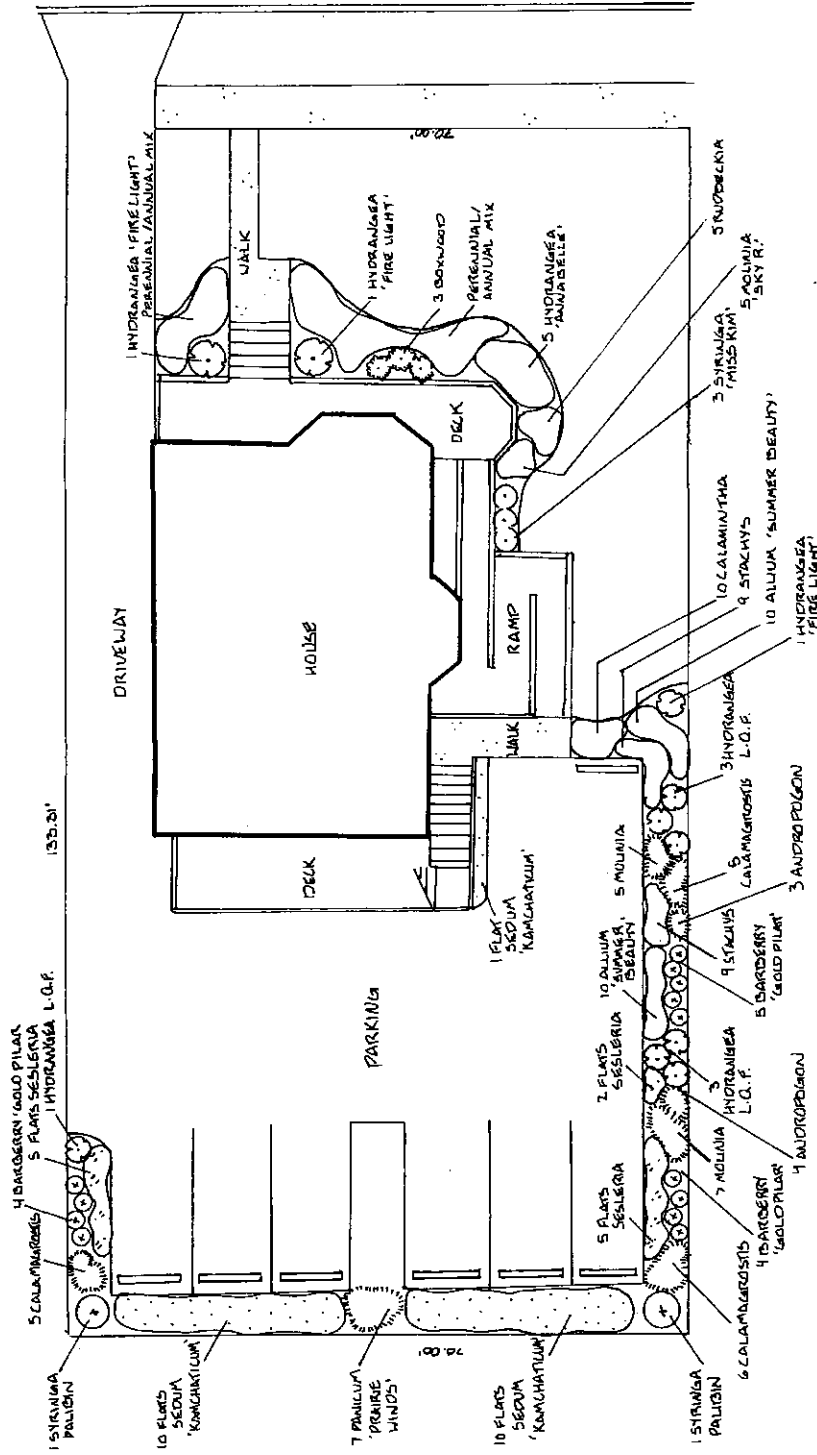
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PROJECT: 18024 RC
PREPARED BY: [Name]

DATE: 1/18
PROJECT: 18024 RC
PREPARED BY: [Name]

©CAPPPORLSBY ARCHITECTURAL DESIGN, 2018

HAWBECKER AND GARVER

32 S. PLAIN ST. HINSDALE, IL 60521



DRAWN BY: COVENTRY GARDENERS SCALE: 1/8" = 1'-0" DATE: 3/16/20

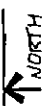


EXHIBIT C

**FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION
(ATTACHED)**

HINSDALE PLAN COMMISSION

Application: Case A-08-2020 – Applicant: 32 Blaine Street LLC

Request: Exterior Appearance/ Site Plan – 32 Blaine Street Road in the O-1 Specialty Office District

DATE OF PLAN COMMISSION (PC) REVIEW conducted electronically: May 13, 2020

DATE OF BOARD OF TRUSTEES 1ST READING: June 16, 2020

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The PC heard testimony from the applicant and owner of the subject property, Mr. Tom Hawbecker, and summarized the plans to rehabilitate the existing building to create a home feel, given the buffer zone between the office and residential districts. The plans reviewed included 2 means of ingress and egress, adding/expanding 2 interior stairwells and dormers on the north and south sides of the structure, installing a rear deck for ingress/egress, improvements for handicap stairwells, replacing the front porch and new siding to match the existing color scheme. The proposed site plan includes paving a new asphalt driveway, improving the rear parking lot for ADA compliance, and various landscaping improvements around the perimeter of the lot. (11-604(F)(1), 11-605(E) and 11-606(E)).
2. A Plan Commissioner asked about the variation request regarding the parking spaces. The applicant responded that 11 parking spaces are required by Code, and that there is only space for 7 spaces, including an ADA space. The applicant stated that this is being concurrently reviewed by the Zoning Board of Appeals (ZBA) and does not anticipate any issues at the ZBA. It was also clarified that off-street parking does not count towards the required parking spaces, and mentioned but there is plenty of off-street parking on the west side of Blaine Street (11-604(F)(1)(g) and (b)).
3. A Plan Commissioner asked how many business, tenants and occupants are anticipated for the building given the scarcity of parking. The applicant responded 2 attorneys and 1 paralegal, which represents the applicant's law firm. One to two visitors are anticipated to come to the office at a time (11-604(F)(1)(g)).
4. A Plan Commissioner asked what the proposed material of the siding is. The applicant responded with 6-inch LP Smartside Cedar Texture with 4-inch reveal, light brown (desert stone) with grey accents (Cavern Steel shakes). (11-604(F)(1)(j)).
5. A Plan Commissioner asked if the applicant is planning to keep the mature tree to the north of the building. The applicant confirmed yes (11-604(F)(1)(i)).
6. In general, the Plan Commission commented that the proposed request looks great and is pleased that the property will be upgraded. (11-604(F)(1)(c)).
7. There were no public comments at the Plan Commission public meeting, conducted electronically, on May 13, 2020 (11-604(E)(2)).

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed exterior appearance and site plan, with the condition that the ZBA approves the variation request, the Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," and one (1) "Absent," recommends that the President and Board of Trustees approve the application.

THE HINSDALE PLAN COMMISSION By: Stephen J. Cashman, Chairman

Dated this 11th day of June, 2020.



Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Consideration of Certificate of Appropriateness Application and Request for Waiver of Certificate of Appropriateness Application Requirement for plans and specifications for proposed replacement structure in the Robbins Park Historic District
444 E. 4th Street - Case HPC-08-2020

MEETING DATE: July 16, 2020

FROM: Chan Yu, Village Planner

Recommended Motion

Approve the waiver of Certificate of Appropriateness application requirement for plans for a proposed replacement structure, and waive the requirement for further consideration of a Certificate of Appropriateness for Demolition.

OR

Approve the waiver of Certificate of Appropriateness application requirement for plans for a proposed replacement structure, with or without conditions.

OR

Affirm the Historic Preservation Commission’s decision to deny the waiver of Certificate of Appropriateness requirement for plans for proposed replacement structure.

Background

The Village of Hinsdale has received a request for a waiver of the Certificate of Appropriateness (CoA) application requirement to provide plans and specifications for the proposed replacement structure from the property owner of 444 E. 4th Street, requesting to demolish an existing home in the Robbins Park Historic District with no plans to construct a new house. Per Section 14-5-3(A)(10), a waiver of a CoA may be requested in the case of a demolition request with no proposed replacement structure.

The subject property features a two-story residence constructed in 1929, in the Tutor Revival style. The home is also known as the Marshall Keig House, and was designed by R. Harold Zook. Following demolition of the home, the applicant plans to utilize the lot as part of the yard for his adjacent residence next door at 448 E. Fourth Street.

On February 8, 2017, the Historic Preservation Commission (HPC) held a public hearing for the applicant’s same request to demolish the house. On March 8, 2017, the HPC unanimously voted to deny the CoA to demolish the house (Attachment 5). That finding was advisory only. However, as no demolition permit was applied for within a year of the decision, the applicant is required to go through the process again for his current request. The applicant has stated that



the reason he did not apply for a demolition permit when he previously could have was that he continued to market the property for an additional 1,126 days in an effort to save the house.

Section 14-5-3 of the Hinsdale Village Code sets forth application requirements for obtaining a Certificate of Appropriateness. In December of 2019, Section 14-5-3 was amended by the Board of Trustees to require submission of plans and specifications for the proposed replacement structure, including information pertaining to landscaping, massing, relationship to site and streetscape, scale, and signs. No application for demolition shall be deemed complete without inclusion of such information absent a waiver of this requirement by the HPC. In the event that the Commission denies a requested waiver of the requirement to provide such information, the applicant may appeal the Commission's denial of the waiver to the Village Board by filing an appeal in writing to the Village Manager within fifteen (15) days after the Commission's denial (See attached). The Village Board may affirm the decision not to waive the application requirement, or may overturn the Commission's decision, with or without conditions. If the waiver is granted, an otherwise completed application for a certificate of appropriateness shall be considered by the Commission. See § 14-5-3(A)(10) of the Hinsdale Village Code.

Discussion & Recommendation

At the July 1, HPC meeting, the HPC unanimously denied the waiver request, 5-0, 1 recused. The property owner has appealed the waiver denial to the Board of Trustees, as authorized by Section 14-5-3 of the Village Code.

At this time, the Board may consider the following options:

Approve the waiver of the plan requirement for the certificate of appropriateness. In this case, the applicant would have to return to the HPC to apply for a certificate of appropriateness to demolish the house, but the applicant would not need to include plans for a replacement structure. The decision of the HPC on the certificate of appropriateness is advisory only and he could move forward with demolition following their decision;

OR

Affirm the HPC decision to deny the waiver of the plan requirement. In this case, the applicant would have to provide plans for a replacement structure in order to return to the HPC for a hearing on a certificate of appropriateness. The decision of the HPC on the certificate of appropriateness is advisory only and he could move forward with demolition following their decision;

OR

Approve the waiver of the plan requirement for the certificate of appropriateness and, given the unusual circumstances present in this particular case, waive the requirement that the applicant return to the HPC to apply for a certificate of appropriateness. This would allow the applicant to move forward with demolition of the house without further process.

Considerations on which this last option might be based include the fact that the exact same relief was considered by the HPC previously, resulting in an advisory opinion opposed to a certificate of appropriateness for demolition, the fact that the applicant did not demolish the house as he had a right to do following that decision, but instead continued to market the property in an effort to save the house which caused his previous advisory review to expire, and consideration of the delays the applicant has already been subjected to in hearing the current application due to several COVID-related meeting cancellations. It is also notable that the HPC has heard this same application in the past, and that regardless of their decision, the applicant will ultimately be able to demolish the house, meaning sending the application back to HPC for further proceedings at this point would only simply add more time to the process without changing the outcome. Finally, the Board, in recently creating the Village Code requirement for plans for a replacement structure, may not have anticipated this situation where someone who previously gained the right to demolish the home would be back before the HPC a second time but now subjected to the new requirement that they provide plans for a replacement structure. The Board created the processes involved here, and, in the opinion of the Village Attorney, can waive them in this particular case based on the unusual circumstances present here.

Village Board and/or Committee Action

Per Village policy, referrals to another body do not require two readings of the Village Board. Thus, this item can be referred to the HPC without a first reading should the Village Board approve the waiver of Certificate of Appropriateness requirement for plans for proposed replacement structure, with or without conditions.

Documents Attached

- Attachment 1 – Appeal and Waiver of Application for Certificate of Appropriateness letter (email dated 4.15.20)
- Attachment 2 - Zoning Map and Project Location
- Attachment 3 - Robbins Park Historic District Map
- Attachment 4 - National Register of Historic Places Sheet
- Attachment 5 - Initial CoA Application Public Hearing Transcripts (dated 02.08.17 and 03.08.17)

Chan Yu

From: Matt Bousquette [REDACTED]
Sent: Thursday, July 9, 2020 11:26 AM
To: Chan Yu; Kathleen Gargano
Cc: Matt Bousquette
Subject: HPC appeal to the Village Trustees
Attachments: 14-5-3 as of 7-9-2020.pdf; Cert of Appropriateness 7-9-2020.pdf

Dear Kathleen,

Please accept this email as my formal request to appeal the Historic Preservation Commission's (HPC) denial of my waiver for plans for a proposed replacement structure in the Robbins Park Historic District.

My waiver request was presented to the HPC on July 1, 2020, and the HPC unanimously denied my request, 5-0, 1 abstained due to very significant conflicts of interest.

I do not have plans for a new structure after demolishing the house at 444 E. 4th Street, per the emails to Village Staff in early March 2020. As such I wish to appeal to the Village Board, per Section 14-5-3.

In effect, I am appealing the HPCs refusal to grant me a waiver to present non-existent plans for a non-existent and not-contemplated new house. The absurdity of this makes it clear that I am once again being targeted.

Per our previous discussion this is the result of yet one more "new regulation" which has targeted me and thus far in Village history has only been applied to me.

Of note:

- 1) As of this morning, Code section 14-5-3 as posted on the Village Website (attached) makes no reference to this most recent new requirement (to have construction drawings for a new home before tearing down the previous structure) . Having "unpublished" rules seven months after they were purportedly enacted is not appropriate.
- 2) As of this morning, the Application for Preliminary Certificate of Appropriateness makes no reference to the need for drawings for new construction. Further, page 3, question #4 of the application continues to reference the issue of "Successive Applications" which would not allow me to apply to the HPC again even though I have been required to do so. I was previously and repeatedly told by the Village that this question was on

the form as a “mistake” and did not apply to teardowns despite still being an integral part of the application form —still as of today (form attached). It appears that “ignoring” this clause thus far has only been applied to me in the history of the Village.

- 3) I had the right and legal authority to apply for AND BE GRANTED (having been through the entire process previously) an application to tear down the home.
- 4) I marketed the home extensively for over 1126 days (details having previously been sent directly to you) and as a result I am being targeted and punished for attempting to save the house instead of immediately tearing it down which I had the legal right to do.

So, in conclusion, we continue to be targeted with the application of new and unique rules which have not been applied to any other citizen in the Village —ever in the history of time. This appeal is yet one more time consuming and costly roadblock placed in front of a tax paying citizen who has for years sought to save the house at ENORMOUS personal expense.

Thank you,

Chan Yu

From: Matt Bousquette [REDACTED]
Sent: Wednesday, April 15, 2020 10:25 AM
To: Chan Yu
Cc: Robert McGinnis; Matt Bousquette
Subject: RE: 444 E. 4th

Good Morning;

Because your email covers several items I intend to address them in separate emails. The isolation of the Village Government has made the communication process overly time consuming and hopefully you can resolve these issues this morning as it seems we have spent a month on what should be a simple issue:

Per the email to Rob on March 11, 2020 and you on April 9 2020:

THERE ARE NO PLANS TO BUILD ON THE LOT AT 444 FOURTH ST.

Please accept this third email in place of your requested "letter".

PLEASE ADVISE IMMEDIATELY IF THIS FULFILLS YOUR REQUIRMENT

Regards

Matt Bousquette

**VILLAGE OF HINSDALE
HISTORIC PRESERVATION COMMISSION
APPLICATION FOR CERTIFICATE OF APPROPRIATENESS**

The undersigned (the "Applicant") hereby makes application pursuant to Title XIV of the Village Code of Hinsdale, as amended, for a Certificate of Appropriateness for the building, structure or site described below. The Applicant certifies to the Village of Hinsdale that the following facts are true and correct:

Address of Property under review: 444 E Fourth St
 Property Identification Number: 09-12-221-008

I. GENERAL INFORMATION

1. Applicants Name: Matthew Bousquette
 Address: 444 E Fourth St
Hinsdale IL 60521
 Telephone Number: 630-468-2725

2. Owner of Record (if different from applicant): —
 Address: _____
 Telephone Number: _____

3. Others involved in project (include, name, address and telephone number):
 Architect: N/A
 Attorney: N/A
 Builder: Ken Ortiz Deconstruction Solutions - Reuse People of America 312-607-1528
 Engineer: N/A

II. SITE INFORMATION

1. Describe the existing conditions of the property: DETERIORATED CIRCA 1929 Stone Hand

2. Property Designation:

Listed on the National Register of Historic Places?	____ YES	<u>X</u> NO
Listed as a Local Designated Landmark?	____ YES	<u>X</u> NO
Located in a Designated Historic District?	<u>X</u> YES	____ NO

3. Description of work proposed. (Please submit a description of the proposed alterations and/or additions. Attach additional sheets, and photographs, as necessary).

The existing home will be deconstructed and all
reusable building materials will be donated.
The existing foundation will be removed
and back-filled per Village Specs.

4. Successive Applications. Has all or any part of the property been the subject of another application for a Certificate of Appropriateness under Title XIV of the Village Code of Hinsdale within the last two years?

No Yes

If yes, state the date of the formal hearing and a statement explaining any relevant evidence supporting, the reasons why the Applicant believes the Village should consider this application at this time, pursuant to Section 14-3-10 of the Village Code.

CERTIFICATION

The Applicant hereby acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief;
- B. The Applicant will provide the Village with all additional information, as required, prior to the consideration of, or action on, this application;
- C. The Applicant shall make the property that is the subject of this application available for inspection by the Village at reasonable times;
- D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicant shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and
- E. If the Applicant fails to provide any of the requested information, or any other requested information by the Boards, Commissions, and/or Staff, then the applicant will not be considered.

INDIVIDUAL OWNERS

Matthew C. Servowitz
Signature of Applicant

Signature of Applicant

CORPORATION

Signature of Applicant's President

Signature of Applicant's Secretary

PARTNERSHIP

Signature of Applicant

Signature of Applicant

Signature of Applicant

Signature of Applicant

LAND TRUST

Signature

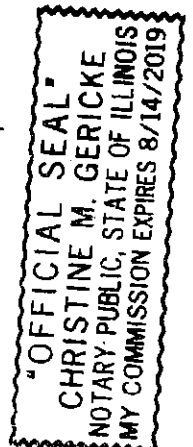
OTHER

Signature of Authorized Officer

SUBSCRIBED AND SWORN
to before me this 9 day of

Jan, 2017

Christine M. Gericke
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: MATHEW BOUSQUETTE

Owner's name (if different): SAME

Property address: 444 E FOURTH 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: SINGLE FAMILY HOME

Proposed use:
 Single-family detached dwelling
 Other: YARD

Approval sought:

<input type="checkbox"/> Building Permit	<input type="checkbox"/> Variation
<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Planned Development
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Exterior Appearance
<input type="checkbox"/> Design Review	
<input checked="" type="checkbox"/> Other: _____	

Brief description of request and proposal:
TEAR DOWN EXISTING HOME & RESTORE SITE FOR USE AS YARD

Plans & Specifications: [submit with this form]

	Provided:	Required by Code:
Yards:	<u>N/A</u>	<u>AS NO NEW CONSTRUCTION</u>
front:	<u>1</u>	<u>1</u>
interior side(s)	<u>1</u>	<u>1</u>

↓

Provided:

Required by Code:

corner side	_____	_____
rear	_____	_____
Setbacks (businesses and offices):		
front:	_____	_____
interior side(s)	____/____	____/____
corner side	_____	_____
rear	_____	_____
others:	_____	_____
Ogden Ave. Center:	_____	_____
York Rd. Center:	_____	_____
Forest Preserve:	_____	_____
Building heights:		
principal building(s):	_____	_____
accessory building(s):	_____	_____
Maximum Elevations:		
principal building(s):	_____	_____
accessory building(s):	_____	_____
Dwelling unit size(s):	_____	_____
Total building coverage:	_____	_____
Total lot coverage:	_____	_____
Floor area ratio:	_____	_____
Accessory building(s):	_____	
Spacing between buildings: [depict on attached plans]		
principal building(s):	_____	_____
accessory building(s):	_____	_____
Number of off-street parking spaces required:	_____	
Number of loading spaces required:	_____	

Statement of applicant:

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

By: Matthew Bousquette
Applicant's signature

Matthew Bousquette
Applicant's printed name

Dated: 4 April 6, 2020.

444 E. Fourth Street, Hinsdale



Front (above) / East Side (below)



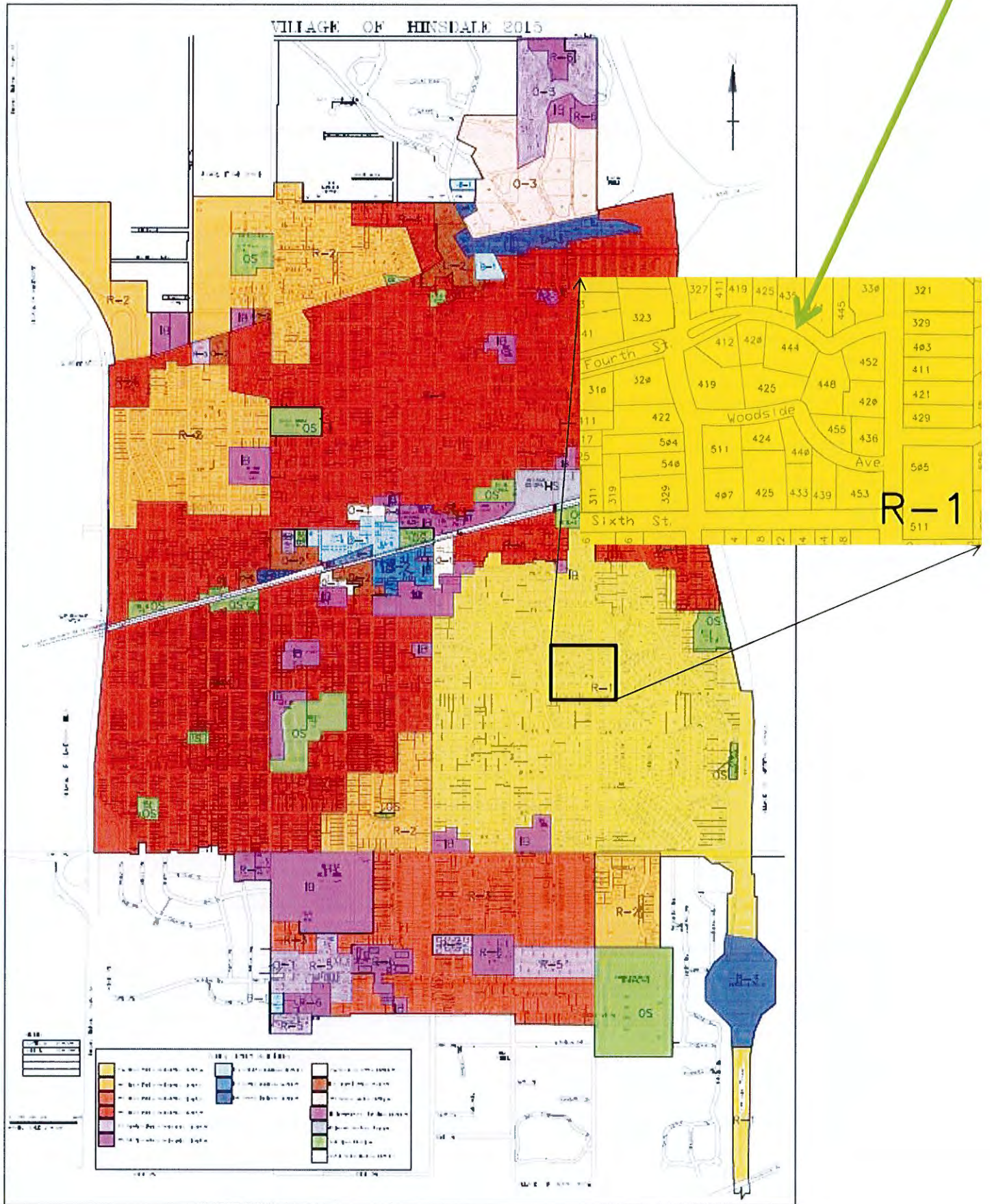
444 E. Fourth Street, Hinsdale



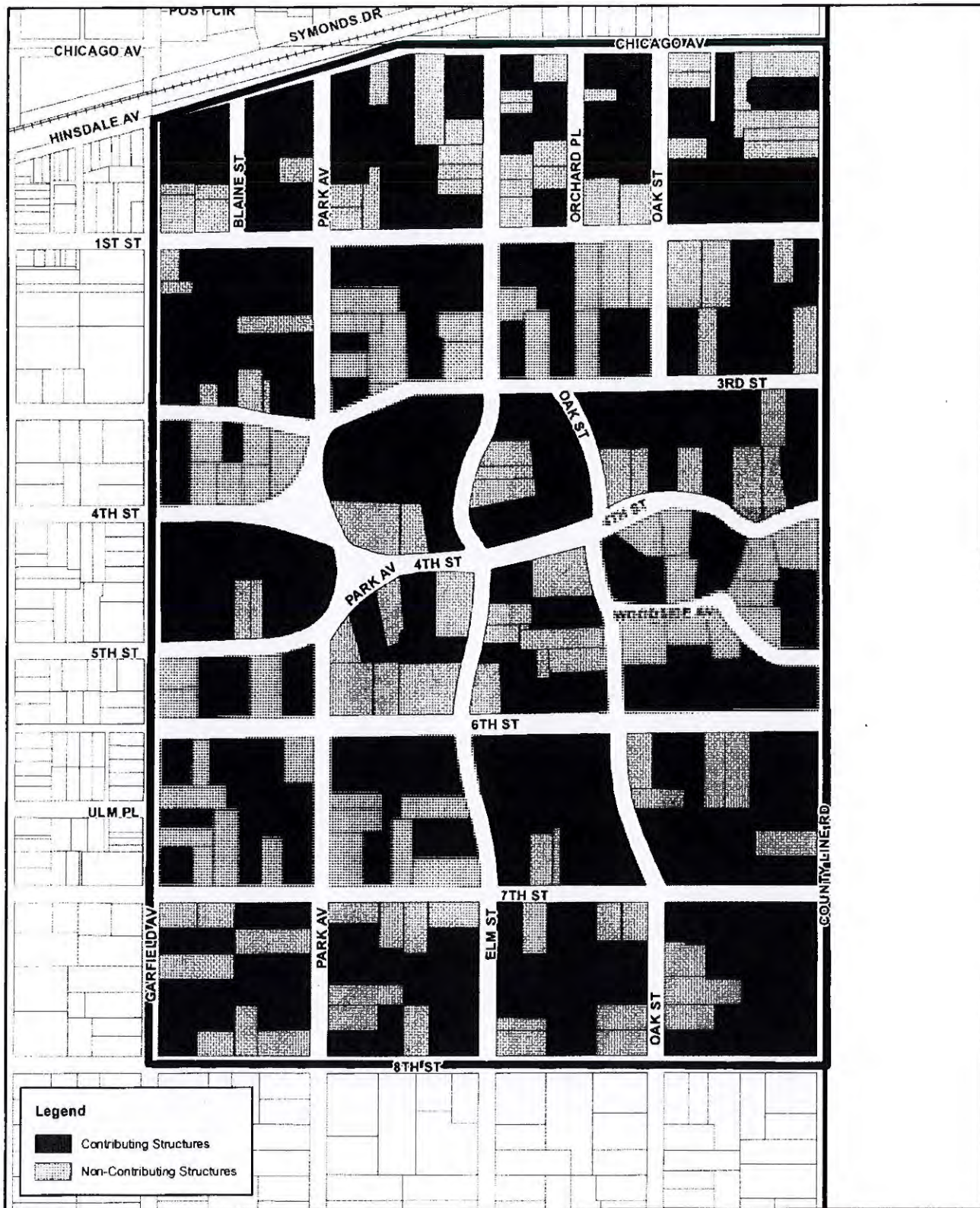
Rear (above) / West Side (below)



Attachment 2: Village of Hinsdale Zoning Map and Project Location



ROBBINS PARK HISTORIC DISTRICT



United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 7 Page 13

Robbins Park Historic District
Hinsdale, DuPage County, IL

200	E	FOURTH	Neo-Colonial	c. 1960		NC				
202	E	FOURTH	Queen Anne - Free Classic	1886	Hinkley House	C	NC			detached garage
205	E	FOURTH	Neo-Prairie School	1992	Niem, Bob & Dana House	NC	-	Mizani & Associates	Steben Bldrs., Inc.	
211	E	FOURTH	Craftsman	1914		C	C			detached garage
222	E	FOURTH	Under construction	2007-08		NC				
310	E	FOURTH	Colonial Revival	c. 1935		C				
320	E	FOURTH	Neo-Traditional	1999		NC	-	Johnson, Erick	North Ridge builders	
323	E	FOURTH	Prairie	1905	Welles, Edward P. House	C	C	Spencer & Powers		detached garage
411	E	FOURTH	Neo-Traditional	2005-06		NC	-			
412	E	FOURTH	Ranch	1972		NC	-	Nemoede, Albert H.		
419	E	FOURTH	Dutch Colonial Revival	c. 1925		C				
420	E	FOURTH	Mansard	1969	Hilton, John House	NC	NC	Smithson, A. T.	Sather, John & Son	shed
425	E	FOURTH	Neo-Traditional	1995		NC	-	Olson, Steven C., LTD.		
435	E	FOURTH	Colonial Revival	1931	Wheeler, Gordon B. House	C	-	Marx, Elmer W.	Nelson, N. J.	
441	E	FOURTH	Under construction	2007-08		NC	-			
444	E	FOURTH	Tudor Revival	1929	Keig, Marshall House	C		Zook, R. Harold		
445	E	FOURTH	Neo-Traditional	1989		NC	-	Lisek & Biederman, Ltd.	Neighborhood Homes, Inc.	
448	E	FOURTH	Neo-Traditional	1987		NC	-	George, Charles Vincent	Dressler, Phil	
452	E	FOURTH	Neo-Traditional	2004		NC	-	Estenssoro, Sergio G.		
23	S	GARFIELD	Queen Anne	c. 1890		C	-			
27	S	GARFIELD	Queen Anne	c. 1890		C	NC			detached garage
33	S	GARFIELD	Bungalow	1903		C	C			coach house

1 ALSO PRESENT:

2 MR. CHAN YU, Village Planner;

3 MR. MATTHEW BOUSQUETTE, Applicant.

4
5 CHAIRMAN BOHNEN: We want to begin the
6 discussion on 444 East 4th Street. Who is
7 representing that?

8 MR. BOUSQUETTE: Me. Matthew
9 Bousquette

10 (WHEREUPON, Mr. Bousquette
11 was administered the oath.)

12 MR. BOUSQUETTE: So good evening. My
13 name is Matthew Bousquette. I'm a resident of
14 Hinsdale and I own 444 East 4th Street, 448 East
15 4th Street, 445 Woodside, 443 Woodside. It
16 represents 9 lots, a pile of pins, over
17 94,000 square feet, approximately two and a
18 quarter acres and it brings me a monthly tax
19 bill of approximately \$8,000 per month.

20 I'm in the process of preparing to
21 remove an existing house which sits on lots 1
22 through 3 with the address 444 East 4th Street.

1 viable in its current location. I have no
2 intent of having it remain in that location.
3 The house in its size, foundation and other
4 issues, in addition to the size of the lot, the
5 cost of the taxes, don't support its existence.

6 However, I do appreciate the
7 history of the home itself. That is why I
8 sought to donate the house in either parts or
9 whole in an attempt to preserve it. Either
10 route comes at significant personal expense to
11 me. The monthly caring cost for that house at
12 this time are \$10,000. I apologize in advance
13 if any of my frustration comes through today as
14 I am in month seven of the process.

15 After this body rules, I am
16 required to go to at least seven more village
17 committees and board meetings over five months
18 to allow the house to be repositioned.

19 Unfortunately, on the surface it appears that
20 deconstruction of the house is by far faster and
21 cheaper and thus, that is the case HPC-09-2016
22 which is before you tonight.

1 My current plan is to donate the
2 house either one, in parts to a reuse company so
3 various parts of the existing home can be reused
4 throughout the Chicagoland; or two, donate the
5 home in its entirety to Mr. and Mrs. Parker,
6 residents of Hinsdale who are here tonight, so
7 that they can reposition the house on lots 18
8 and 19 facing Woodside so that the existing home
9 could be enjoyed in the same neighborhood for
10 many more generations to come.

11 I do appreciate that a number of
12 you have taken the time to tour the house and
13 others I know have come by the site so I
14 appreciate time.

15 Being a 10-year homeowner on 4th
16 Street and, hopefully, for many more years to
17 come, the development of our little sub
18 neighborhood is of extreme importance to me.
19 The quality of life, the aesthetic appeal and
20 from a financial standpoint, I have a very, very
21 significant investment next door.

22 The existing home at 444 is not

1 Separately, there is a case
2 HPC-08-2016 which is also on the agenda. This
3 is a request to move and reposition the home on
4 Woodside.

5 In reviewing Title 14, the historic
6 preservation document Chapter 5, Section 14-51
7 and 2, it appeared that every building in the
8 Robbins Historic District which seeks to make
9 any alteration to the exterior must come before
10 this committee for a ruling. Unfortunately, as
11 all of you are aware, this process has not been
12 followed for a number of years.

13 Further, it's my understanding, per
14 the staff memo to the board, it was informally
15 decided that only demolitions, new constructions
16 and downtown signs were going to be brought
17 before this committee.

18 The effort to move and reposition
19 this house does not fall in any one of those
20 three categories and as such, I want the record
21 to reflect, my objection to what I believe is an
22 arbitrary and capricious application of Title 14

6

1 in this case. There are a large number of homes
 2 that are undergoing other alterations in this
 3 neighborhood which have not been brought before
 4 this board which fall outside of one of those
 5 three.

6 A need for me to appear here has
 7 extended our already six month and our next five
 8 months by an additional two months and delay the
 9 process and cost an additional \$20,000. With
 10 that stated, in terms of HPC-08-2016
 11 repositioning the house on Woodside, these are
 12 the facts.

13 No. 1. There is a contract between
 14 myself and Mr. and Mrs. Parker, residents of
 15 Woodside, who are here tonight to answer
 16 questions, to remove the existing house and
 17 reposition it on Woodside.

18 2. The movement would include a
 19 brand new foundation poured in the new location.

20 3. The house would be rotated 180
 21 degrees from its current position.

22 4. Several professional moving

7

1 companies have been bidding on the project and
 2 all indicate it's very doable, albeit expensive.

3 5. The house would be located on
 4 lots 18 and 19 facing Woodside comprising 20,000
 5 square feet. That would make it the second
 6 largest lot on the entire street. There's only
 7 one lot larger, which is approximately 1,000
 8 square feet more. In most cases, there's 2 to
 9 3,000 square feet larger than any other lot on
 10 the street.

11 6. The movement would include
 12 maintaining the existing footprint and the
 13 exterior of the house in its new location.

14 7. With the exception of allowing
 15 for a 20,000 square foot lot, the repositioned
 16 home would require no other variances from the
 17 village for front yard, side yards or back
 18 yards.

19 Recognizing that the goal of this
 20 body is to 1. Preserve, promote and maintain
 21 the village historic resources and character.
 22 2. To protect and enhance the

8

1 village attractiveness to perspective home
 2 buyers.

3 3. To maintain and improve
 4 property values.

5 4. To protect, preserve and
 6 enhance the village's aesthetic appearance and
 7 character.

8 It would seem to me allowing the
 9 Zook house to be saved in its entirety and
 10 repositioned on the lot, which would meet all of
 11 the objectives, versus having the house
 12 dismantled and used in part somewhere else.

13 Should the demolition approach be
 14 taken and the movement in the lots not be
 15 permitted, the sale of all six lots will occur
 16 and it would be one of the largest under and
 17 undeveloped lots in the village of Hinsdale. As
 18 such, it would allow a home construction
 19 significantly out of scale to our sub
 20 neighborhood.

21 I would cite for you to draw your
 22 attention to the construction currently going on

9

1 on 8th Street between Park and Elm,
 2 affectionately called the east coast girls'
 3 school or the home on Taft basically called
 4 Buckingham Palace.

5 Both of those houses are on lots of
 6 similar size and two different architects have
 7 come to us and said with all of the FAR
 8 requirements and all of the setback
 9 requirements, either one of those houses could
 10 be constructed on this lot should it be sold in
 11 its entirety and the Zook house removed.

12 I fail to understand how that
 13 endgame would be the right solution for our sub
 14 neighborhood or would fulfill your charter. As
 15 such, I urge you to vote to affirm our petitions
 16 tonight.

17 I'd like to see the house preserved
 18 and moved, however as I stated, in this process
 19 I started in June of 2016 and at a cost of
 20 \$10,000 a month, \$10,000 a month, my emotional
 21 desire to preserve the house meets a pocketbook
 22 which is quickly drained.

10

1 So I would urge you to make a
 2 decision tonight and I know that I have already
 3 spent \$90,000 in my attempt to save this house
 4 and if this process continues to drag out, I
 5 will note I will be able to sleep soundly
 6 knowing that if I knocked it down, I went over
 7 and above making an attempt to save it. I would
 8 be happy to answer any questions. The Parkers
 9 are here to answer any questions. Thank you.

10 CHAIRMAN BOHNEN: Okay. So you come
 11 before us with two proposals?

12 MR. BOUSQUETTE: Yes, sir.

13 CHAIRMAN BOHNEN: Am I to understand
 14 this is an either or situation?

15 MR. BOUSQUETTE: Yes. It's a binary
 16 choice.

17 CHAIRMAN BOHNEN: Either or. You are
 18 telling us we can pick one or pick the other,
 19 one of two?

20 MR. BOUSQUETTE: Yes, sir.

21 CHAIRMAN BOHNEN: Kind of a veiled
 22 threat frankly.

11

1 MR. BOUSQUETTE: No. I'm spending
 2 \$10,000 a month.

3 CHAIRMAN BOHNEN: I believe I sold you
 4 that house as a realtor.

5 MR. BOUSQUETTE: Yes.

6 CHAIRMAN BOHNEN: Have you ever thought
 7 about just putting it back on the market?

8 MR. BOUSQUETTE: Yes, I have. And I
 9 have been approached by several people, who are
 10 currently in construction, all of which wanted
 11 to knock the house down. All of which had plans
 12 to build enormous houses.

13 And today, if I don't split the
 14 lot, I have two people who would like to buy it
 15 today and knock the house down and build
 16 enormous houses. I live next door. I don't
 17 want to live next to a hotel.

18 MS. D'ARCO: Mr. Bousquette, how big is
 19 your house?

20 MR. BOUSQUETTE: How big is my house?

21 MS. D'ARCO: Yes. Square footage wise.

22 MR. BOUSQUETTE: I don't know.

12

1 MS. D'ARCO: Is it 10,000 square feet?

2 MR. BOUSQUETTE: I don't know.

3 MS. D'ARCO: I'm curious because I
 4 think that the argument of having a large home
 5 next to your home is not a legitimate one.

6 MR. BOUSQUETTE: I know there's a lot
 7 of neighbors here and I would ask each one of
 8 them if they want the east coast girls' school
 9 built in that --

10 MS. D'ARCO: We are not talking about
 11 other homes. We are talking about your lot and
 12 your rationale for wanting --

13 MR. BOUSQUETTE: My house was built in
 14 1987. The facade of my house is still the same
 15 it was in 1987 and it fits in the neighborhood
 16 quite nicely.

17 MS. D'ARCO: It does. I love your
 18 house. Beautiful.

19 MR. BOUSQUETTE: Okay. So it's not
 20 overbuilt. My house is on a 40,000 square foot
 21 lot. I do believe it's one of the larger house
 22 in the neighborhood. So I think my house is

13

1 appropriate relative to the lot size so I'm not
 2 quite sure where you are going with the
 3 question.

4 MS. D'ARCO: I'm just trying to
 5 understand the rationale for wanting to
 6 subdivide a lot and increase density in a
 7 historic district in a town that is known for
 8 larger land lots and not squeezing homes onto
 9 smaller lots. That's what I'm trying to
 10 understand.

11 MR. BOUSQUETTE: I'll explain again.
 12 Maybe I'm not clear.

13 If you go to 8th Street, are you
 14 familiar with the large house currently being
 15 built over the last two years?

16 MS. D'ARCO: Yes.

17 MR. BOUSQUETTE: That stone house could
 18 be placed on 444 East 4th Street. Are you
 19 familiar with the large house on Taft. Okay.

20 That house could be placed on 444 East 4th
 21 Street. I would say that none of my neighbors
 22 would call either one of those houses in scale

1 with our street and our neighborhood.

2 MS. D'ARCO: I agree with that but you
3 don't know what people are going to build there
4 until it's sold.

5 MR. BOUSQUETTE: I do. I don't want to
6 sell it to them when I know what they are going
7 to build there. I, as the seller, I can ask
8 them what they are trying to build. I do know.

9 MS. D'ARCO: Because just for the
10 record, I am not -- I do not support the
11 demolition of a Zook home in Hinsdale period.
12 Because that home is in wonderful condition. I
13 walked through it the other day.

14 The Parkers are willing to buy it
15 as is and reposition it and it's not an option
16 to demolish that. I just in my heart don't
17 believe that. I feel that there are supporters.

18 We have gotten various letters in
19 support of the Parkers to please not demo the
20 home but we are given one alternative. And the
21 only alternative here is to reposition it and
22 there's got to be other alternatives. I just

1 have to believe that.

2 MR. BOUSQUETTE: At \$10,000 a month if
3 you would like to make a payment.

4 MS. D'ARCO: We have seen various
5 houses being redone, Zoberis' on 3rd Street,
6 beautiful home. I don't know if you have seen
7 it.

8 MR. BOUSQUETTE: I have no
9 understanding what anybody else's financial
10 condition is or what the terms were or what
11 anything else is, but I have my situation, my
12 financial situation, and my ownership and that's
13 what I'm presenting you tonight.

14 I'd like to save the house as well.
15 I think it's a fantasy to believe that somebody
16 is going to go buy the house in its existing
17 location on the full lot and just renovate it a
18 little bit. I guarantee you if I put that house
19 on the market for the full lot, I guarantee you
20 it will be short in a short period of time and
21 they will be knocking the house down and it's
22 advisory only.

1 MS. D'ARCO: They may not knock it
2 down.

3 CHAIRMAN BOHNEN: Why would you say
4 that, Mr. Bousquette, when we pride ourselves on
5 being able to find buyers for older homes who
6 would take that house -- I'm very familiar with
7 that house -- would take that house and would
8 add a kitchen and a family room off the back and
9 put a master suite above it and have it as a
10 lovely Zook home brought to today's standards.

11 MR. BOUSQUETTE: Isn't that fabulous.
12 That's great. But I have three contractors, all
13 want to buy it, all want to knock it down.

14 CHAIRMAN BOHNEN: So find another
15 buyer, Mr. Bousquette.

16 MR. BOUSQUETTE: No, I'll sell it.
17 I'll sell it to them and let them knock it down
18 then.

19 CHAIRMAN BOHNEN: Are you going to
20 continue to try and live in Hinsdale? You
21 sought out Hinsdale, we didn't seek out you. It
22 just doesn't -- you are not acting like a good

1 neighbor and it's a veiled threat, and I'm
2 really not pleased with it. And had I known you
3 were going to take this approach, I never would
4 have sold it to you.

5 MR. BOUSQUETTE: John, I'm going to ask
6 you you recuse yourself from this hearing
7 because you are the gentleman who sold me the
8 house and you told me it will probably have to
9 be torn down.

10 CHAIRMAN BOHNEN: That's not true.

11 MR. BOUSQUETTE: It is true, John. So
12 you had a financial interest in it. And the
13 fact that you just brought that up and the fact
14 that you made that accusation to me, I ask you
15 to recuse yourself from this hearing because you
16 are bias and you sold me the house and you had a
17 financial interest in it and you are not telling
18 the truth, I'm sorry.

19 CHAIRMAN BOHNEN: I represented the
20 estate in good faith. You wanted to buy it
21 because of all the lawsuits that were going from
22 4th Street to Woodside. This was a solution

1 where you could eliminate all that problem and
2 then you were going to live in the house while
3 you finished your --

4 MR. BOUSQUETTE: John, I'm not going to
5 argue with you about it. I'm asking --

6 CHAIRMAN BOHNEN: I'm not recusing
7 myself, Mr. Bousquette, just for the record.

8 MR. BOUSQUETTE: Okay. Fine.

9 CHAIRMAN BOHNEN: Thank you.

10 Ma'am, would you come to the
11 podium, be sworn in, please.

12 (WHEREUPON, Ms. Brickman was
13 administered the oath.)

14 MS. BRICKMAN: My name is Donna
15 Brickman. I live at 439 6th Street. I feel
16 I've come late to this party. This has gone a
17 little further than I realized.

18 We live on 6th Street and we didn't
19 get the notice about this hearing, nor did we

20 see it in The Hinsdalean. I wanted to hear from
21 Mr. Bousquette how did we get this far? I feel
22 like if I'm going back with a conversation that

1 we had before, I feel like a lot of this is over
2 that driveway that goes from Woodside to 4th or
3 is it just you don't want that lot? I'm just
4 trying to understand.

5 I feel like we should be able to
6 come up with a solution and make everybody
7 happy. I don't know what's transpired. Are we
8 not able to move the lot line and make it bigger
9 for what you need and maybe sell the Zook house

10 on a smaller parcel and then that way -- I
11 actually today talked to somebody who renovates
12 homes and he's looked at the home. He loves the
13 home but it comes down to money. He can't -- I
14 know an architect that will work with him to try
15 to work with the home but unless the lot is a
16 little bit smaller, they can't make the numbers
17 work. Even if he took a reduced profit. I just
18 had an idea. This is because I'm trying to save
19 it and I won't waste your time if I'm too late.

20 CHAIRMAN BOHNEN: No. You are in
21 plenty of time. There's nothing that's going to
22 be decided until all of this gets discussed out.

1 MS. BRICKMAN: Is that something that
2 Matt has already considered?

3 CHAIRMAN BOHNEN: If you are going to
4 speak, please come up and be sworn in, introduce
5 yourselves.

6 (WHEREUPON, Mr. & Mrs. Parker
7 were administered the oath.)

8 MR. PARKER: Kris Parker.

9 MS. PARKER: Tracy Parker.

10 MR. PARKER: The solution that you were
11 speaking to is the other proposal that's before
12 you tonight. And that is a proposal we like a
13 lot and we are the family that's intending to
14 buy the house and do exactly that. We want to
15 see the house saved.

16 We love Hinsdale. We moved here
17 from the city six years ago for a reason. This
18 town has a ton of character and a large part of
19 that character stems from its heritage with Zook

20 and there's not that many of these homes left in
21 the city and we want to see it saved and so
22 taking on this project, it's led a lot of our

1 friends to question our sanity. There's a lot
2 involved in the cost and a lot of risk but we
3 think it's worth it for us and we think that the
4 neighborhood and the city have more gain than we
5 do. A lot more. Especially the people on
6 Woodside.

7 If you go down that street right
8 now, you see stone house, gnarly woods, stone
9 house. And when I say gnarly, I love trees, I
10 love woods, but the particular group of trees
11 that are there right now, it's not becoming. It
12 doesn't fit with the rest of city. It doesn't
13 fit with the rest of the block.

14 Imagine putting a beautiful Zook
15 stone house in the middle of those two other
16 stone homes with a very well-manicured yard.
17 That would improve the neighborhood. That would
18 improve that street. That would be of value to
19 the whole city not just to us.

20 So we think there's definitely a
21 good solution. I think we are very in line with
22 the one you proposed. It seems like the one

1 that we are hoping is achieved here tonight.
 2 MS. BRICKMAN: I feel sort of like we
 3 are misunderstanding each other. Maybe I'm
 4 misunderstanding you. So you want to -- you are
 5 in favor or picking up the house and moving it
 6 close to Woodside. My proposal is cutting the
 7 lot on north/south because there's that one
 8 public drive -- you know, his driveway and it's
 9 a problem because it's a public piece of -- I
 10 think, I believe, isn't it a public --

07 22 42PM

11 MR. BOUSQUETTE: That is my personal
 12 driveway. It's not a public driveway. It
 13 belonged to 448 East 4th Street, the house
 14 immediately to the --

15 CHAIRMAN BOHNEN: That's why
 16 Mr. Bousquette wanted to buy the Zook house so
 17 he could settle out the problems that have gone
 18 on for many years about that little road going
 19 from 4th Street to Woodside. It was the subject
 20 of a number of lawsuits that went on and on and
 21 on with Mr. Buntrock and Mr. Buxbaum and then
 22 with Mr. Bousquette.

07 23 08PM

1 MR. PARKER: Another problem is the
 2 house is right in the middle. So if you divided
 3 it the way you propose, the house would still
 4 need to get moved.

5 MR. GONZALEZ: What do you mean in the
 6 middle? Middle of what, a property line?

7 MR. PARKER: Well, she's talking about
 8 making a new property line from the north.

07 23 38PM

9 CHAIRMAN BOHNEN: If I may, while you
 10 are all conjecturing about this, I have a little
 11 background in zoning.

12 In the R-1 district where this
 13 house is, our minimum lot is 30,000 square feet
 14 and 125 feet of frontage, okay? How would you
 15 propose to subdivide that lot? Where would you
 16 go for relief to subdivide that lot?

17 MS. PARKER: Are you talking to us?

18 CHAIRMAN BOHNEN: Anybody that has the
 19 answer.

07 24 02PM

20 MR. BOUSQUETTE: Right now there's a
 21 proposal to subdivide the lot into two lots, one
 22 facing 4th Street, which would be 30,000 square

1 feet, which would be one of the largest lots on
 2 4th Street, code compliant and one which would
 3 be on Woodside, which would be slightly under
 4 20,500, the second largest lot on the street.

5 CHAIRMAN BOHNEN: Not code compliant.

6 MR. BOUSQUETTE: Not code compliant.
 7 However, I would also like to make a note that
 8 the city's own study showed that over 92 percent
 9 of the homes in the village of Hinsdale are

07 24 38PM

10 noncode compliant. So the suggestion that we
 11 have thousands of 30,000 square foot lots all
 12 over the city, we don't.

13 CHAIRMAN BOHNEN: So who would you go
 14 to -- I'm curious, Mr. Bousquette. So you have
 15 a zoning code that says 30,000 square feet, 125
 16 feet of frontage, and you are saying that 90
 17 something percent of the lots are noncode
 18 compliant but you are asking to subdivide into a
 19 noncompliant lot.

07 25 06PM

20 MR. BOUSQUETTE: Yes.

21 CHAIRMAN BOHNEN: So who would you go
 22 to to get the authority to subdivide?

1 MR. BOUSQUETTE: Well, John, you are
 2 familiar with that.

3 CHAIRMAN BOHNEN: I'm very familiar
 4 with that. I want to see if you are.

5 MR. BOUSQUETTE: That's slightly
 6 insulting. But all of you have in front of you
 7 the list of meetings that I have to go to and
 8 the order I have to go to and you should know
 9 that I have been to several of them already to
 10 ask them conceptually if they are interested in
 11 doing this, including the board of trustees in
 12 June of 2016, which is when this process
 13 started.

07 25 22PM

14 So for clarity, the boogeyman here
 15 me has spent from June of 2016 to November of
 16 2016 seeking a buyer for the Zook house to move
 17 it and preserve it. So at a meter running at
 18 \$10,000 a month, I went to the board of trustees
 19 meeting in June of 2016 and said hey, I have
 20 this idea. I'd like to save the house. I don't
 21 want to see it knocked down. Would you be okay
 22 if I split the lot if I could find somebody who

07 25 48PM

1 would move it, maintain it, reposition it and
2 keep it in its architecturally significant
3 fashion. They said, yes. And unfortunately,
4 between then and now you guys have fired up your
5 committee and that's why I'm here versus going
6 back through the other process which I'm very
7 familiar with.

8 CHAIRMAN BOHNEN: But you would
9 concede, Mr. Bousquette, that no way possible
10 could we even talk about moving the Zook house
11 until it was determined whether or not a lot
12 could be created to move it.

13 MR. BOUSQUETTE: No, John. Actually, I
14 was told by the head of the community -- the
15 head of your department that they had gotten
16 direction from the board of trustees that I
17 should come here first.

18 CHAIRMAN BOHNEN: I don't disagree with
19 you.

20 MR. BOUSQUETTE: So here I am. And so
21 we have the chicken and the egg. So we are here
22 seeking you guys to say one or the other, either

1 for rent sign in it?

2 MR. BOUSQUETTE: It had a for sale and
3 a for rent and now we have a renter.

4 CHAIRMAN BOHNEN: I think it's
5 disingenuous of you to suggest that you have
6 been trying to sell it as a property. I just
7 want that on the record.

8 MR. BOUSQUETTE: Okay. Then I find
9 that insulting again. Thank you, very much. So
10 I'll advise the realtor who, John, you wrote to,
11 and so you are very familiar who the listing
12 agent is, and you wrote to her and told her that
13 we had --

14 CHAIRMAN BOHNEN: She should be aware
15 that it was in a historic district, which she
16 was not, and she was advertising a lot for sale
17 that was not subdivided which is against the law
18 of the MLS.

19 MR. BOUSQUETTE: I guess that as the
20 selling realtor, I would have expected you to
21 disclose that we would have to show up in front
22 of this committee and as all the realtors --

1 vote for it or against it and then we are going
2 to proceed to the next step and talk with those
3 people.

4 CHAIRMAN BOHNEN: Again, just for the
5 record, I want to ask you. There is a third
6 alternative and that's to place the property as
7 it exists for sale.

8 MR. BOUSQUETTE: It is and has been for
9 sale since June of last year.

10 CHAIRMAN BOHNEN: Not to my knowledge
11 and I'm a realtor.

12 MR. BOUSQUETTE: That's great. If you
13 go by, there's a sign there and it has been for
14 some time.

15 CHAIRMAN BOHNEN: In the MLS?

16 MR. BOUSQUETTE: Yes, it's in the MLS.

17 CHAIRMAN BOHNEN: Was it in the MLS?

18 MR. BOUSQUETTE: Yes.

19 CHAIRMAN BOHNEN: Was it in the MLS
20 since last summer?

21 MR. BOUSQUETTE: No.

22 CHAIRMAN BOHNEN: Okay. Did it have a

1 CHAIRMAN BOHNEN: You were going to
2 sell it as a property when you got done
3 remodeling your house. You never suggested any
4 of this to me.

5 MR. BOUSQUETTE: You knew I was going
6 to sell it as a property.

7 CHAIRMAN BOHNEN: How could I look into
8 a crystal ball to see what you had up your
9 sleeve?

10 MR. BOUSQUETTE: As an owner of a
11 brokerage and a member of this committee and to
12 the other brokerage on this committee, I would
13 suggest that in the future in your listings that
14 you disclose that if somebody is making any
15 alteration, not a demolition, any alteration to
16 the exterior of the house, that they are going
17 to have to come in front of this committee,
18 which you did not disclose, and you don't
19 disclose in your listings either, okay? So I
20 would suggest if we are going to do that, you
21 guys make sure you disclose --

22 CHAIRMAN BOHNEN: Part of the mission

1 that we have assumed when we reactivated this
 2 commission to full strength was to educate the
 3 public and the real estate community.
 4 We are in the process of doing that
 5 and we are going to do it during the month of
 6 May, preservation month. We are going to
 7 designate it Harold Zook month, and we are going
 8 to have it dedicated to Mr. Zook and we are
 9 going to have seminars throughout the month
 10 educating the community and the real estate
 11 community about historic districts and historic
 12 downtown and how they can access tax freezes and
 13 things of that nature. So thank you for being
 14 concerned about that. We have taken your
 15 suggestion.

07 29 08PW

16 Ma'am? You have to get sworn in
 17 please and speak in the microphone.

18 (WHEREUPON, Ms. Braden was
 19 administered the oath.)

07 29 08PW

20 MS. BRADEN: Alexa Braden, 436 East 1st
 21 Street in Hinsdale. I have been following this
 22 very closely. I have been very active in

1 historical society the past few years and I know
 2 this home very well and obviously as neighbors,
 3 I'm on 1st Street, I'm on 4th Street every day
 4 picking up kids and carpool.

07 30 02PW

5 I am confused as to why this is a
 6 debate amongst your board regarding moving the
 7 home to face Woodside. I think that we have all
 8 seen too many teardowns in southeast Hinsdale
 9 and I'm going to evidence that by the home
 10 directly behind me on East 3rd that was pink; we
 11 loved it. And I know that was your listing and
 12 we could see it from my third floor. My husband
 13 wanted to buy it, my contractor went through it
 14 numerous times and it could be salvaged.

15 CHAIRMAN BOHNEN: We were told by the
 16 people that were buying that house, their
 17 builder, that they were going to add on to the
 18 back of that and before we knew it, they got a
 19 demolition permit and that was one of the
 20 reasons why we are sitting here tonight because

07 30 02PW

21 no demolitions will be done in the historic
 22 neighborhood without coming before this

1 committee now.

2 MS. BRADEN: That makes me very happy
 3 because we are still heartbroken over it.

4 CHAIRMAN BOHNEN: I am too.

5 MS. BRADEN: And to see a cookie-cutter
 6 home placed there and to I think
 7 Mr. Bousquette's point, I do agree that someone
 8 who buys that home, they are going to tear that
 9 Zook down and they are going to build either a
 10 giant mansion or a white farmhouse with black
 11 windows that we see on every other street. It's
 12 lovely, it's lovely, but we need to appreciate
 13 Harold Zook.

07 31 18PW

14 CHAIRMAN BOHNEN: Couldn't agree more.
 15 And that's why a lot of us here are in the real
 16 estate business, work very hard to find buyers
 17 for our historic homes.

18 MS. BRADEN: I know. And I know you
 19 and Penny are lovely people.

07 31 18PW

20 I just don't understand, though, if
 21 if we have good people who are willing to rehab
 22 this home and have it facing on Woodside, I

1 don't understand why this is so highly
 2 contested.

3 CHAIRMAN BOHNEN: Because we probably
 4 need to look for people that would buy the home
 5 as it is and rehab it before we go to other
 6 steps.

07 32 06PW

7 MS. BRADEN: But what worries me of
 8 what you just said is you were under the
 9 impression on the home on 3rd Street that they
 10 were just going to add to the back of it which
 11 they didn't. So then how can we learn from that
 12 demolition and apply it to this?

13 CHAIRMAN BOHNEN: By having a full
 14 commission and being more vigilant and having
 15 our village being more vigilant. That's what we
 16 are attempting to do.

17 MS. BRADEN: So you are an advisory
 18 board.

07 32 06PW

19 CHAIRMAN BOHNEN: Except on landmarked
 20 homes where we are final.

21 MS. BRADEN: Correct. But there's only
 22 a few landmark homes in town.

1 CHAIRMAN BOHNEN: That's not so. There
2 are quite a few of them.

3 MS. BRADEN: Okay. I was under the
4 impression there were three or four of them in
5 the village.

6 MS. WEINBERGER: That's national
7 register.

8 MS. BRADEN: National register, sorry,
9 Shannon. So as a neighbor, I would really --

10 CHAIRMAN BOHNEN: We want to save the
11 Zook home too. We really want to save the Zook
12 home.

13 MS. BRADEN: It just doesn't give me
14 much confidence with the pink home being torn
15 down.

16 MS. D'ARCO: This commission was not
17 fully seated and actually, I don't think any of
18 us were on the board when that house -- it never
19 came forth. We never had a purview or any say
20 in that. We never saw that. And that's part of
21 the reason why you see the seats being filled
22 because it is happening very quickly in town.

1 to teardown and it's not an automatic that that
2 would happen.

3 So my concern is more of a
4 subdividing, increasing density, and placing
5 another home in between two homes on a street
6 that is known to have a little more space.

7 MS. BRADEN: It's an awesome lot
8 though.

9 MS. D'ARCO: You are not on that
10 street. You are on a different street.

11 MS. BRADEN: I'm on 1st.

12 CHAIRMAN BOHNEN: We have a zoning code
13 that dictates what is a legal lot. The
14 subdivision of that lot would not be legal and
15 whether there would be relief sought and
16 granted, I don't know.

17 MS. BRADEN: Once again, I respect you
18 immensely, but if you look at the space between
19 the Peterson's home and the Chilos' home, look
20 between the space between the Chilos' home and
21 the Geramis' home. This lot is huge so it could
22 definitely a lot for another home.

1 You are seeing -- my concern is
2 subdivision of lots. This particular -- because
3 this particular section of Hinsdale southeast is
4 known not only for its lovely vintage historical
5 homes but it's lot sizes.

6 MS. BRADEN: Well, then subdivision of
7 lot, so really in a grand scheme of things make
8 these lots.

9 MS. D'ARCO: Yes. You are creating two
10 lots. You are creating two more families. You
11 are increasing density.

12 So there are other areas in town
13 where we see houses right next to each other and
14 that's the beauty of those parts of town. The
15 beauty of this part of town is that there is
16 space and there is room to have large stately
17 homes.

18 So while I don't want -- I will not
19 ever vote for this home to be knocked down.

20 Ever. Even if it's a new buyer that comes in,
21 Mr. Bousquette is able to find another buyer and
22 they still have to come before this commission

1 MS. PARKER: So sorry to interrupt.

2 CHAIRMAN BOHNEN: We are backing up
3 against the Plan Commission here at 7:30 so I'm
4 going to have to bring this discussion to a
5 close. I'd like a motion --

6 MR. BOUSQUETTE: Can I make one closing
7 comment because I think people have been left
8 with the wrong impression.

9 Unfortunately for the Zook home,
10 there is nothing the city can do to stop the
11 future purchaser from knocking it down. And so
12 for clarity for all of my neighbors, me
13 included, my goal is to not let the house be
14 knocked down.

15 CHAIRMAN BOHNEN: Good.

16 MR. BOUSQUETTE: I know as a fact that
17 most, if not all, of the people that have
18 approached me to buy the house want to knock it
19 down. If we can't move it, I can't keep paying
20 \$10,000 a month for some fantasy person that
21 some day maybe come along and want to pay the
22 taxes on an acre and a half to expand a 5,000

1 square foot house.

2 CHAIRMAN BOHNEN: Mr. Bousquette, your
3 realtor is from Barrington area or somewhere,
4 she works for Baird and Warner. There has never
5 been a sign in front of your house for sale.

6 MR. BOUSQUETTE: John, that's not true.

7 CHAIRMAN BOHNEN: You have an out of
8 area realtor. If you had any real interest in
9 getting the house sold as it exists today, you
10 would take a different approach.

11 MR. BOUSQUETTE: Thank you, very much,
12 for your professional opinion.

13 CHAIRMAN BOHNEN: I'll close in saying,
14 I'm not going to close this hearing. Hinsdale
15 is on the endangered species with the state of
16 Illinois. You should know that. You also -- if
17 you have never looked at this book here, Shannon
18 can get you copies at the historical society.

19 This book will give you an idea of how many
20 beautiful homes we have lost in Hinsdale over
21 the last 30, 40 years.

22 Now, if you people want to preserve

1 Hinsdale, I suggest you work proactively and
2 help us do it. I think it's very important.
3 And that's all I really have to say tonight
4 about that and I'm going to close --

5 MR. PARKER: Before you close the
6 meeting can I ask one question?

7 CHAIRMAN BOHNEN: Yes.

8 MR. PARKER: It seems to pertain to a
9 couple of the cases that have come before you
10 guys tonight. You asked a previous case to give
11 it more of a college effort to try to sell the
12 home and it sounds like you are asking
13 Mr. Bousquette to do the same thing.

14 That concerns me because I don't
15 know that there's necessarily a concrete
16 nonsubjective standard for what constitutes a
17 college effort or a legitimate effort to sell a
18 home and even if there were one, that would pose
19 some serious consequences for the owner. It
20 also poses consequences for our family.

21 CHAIRMAN BOHNEN: Why don't you buy it
22 the way it is now?

1 MR. PARKER: Well, there's additional
2 money involved in that that we just don't have.
3 I wish we did. If you want to lend it to us or
4 you want to give it to us, we would be happy to
5 have it.

6 But I am a little concerned about
7 the just offhand remark that he should wait and
8 try longer to sell it while he's burning through
9 cash and so are we. We made a significant
10 investment in just getting the house up and
11 running already.

12 So I think what I was hoping we
13 were going to achieve tonight is that somebody
14 was going to say hey, why don't we put a motion
15 before you that if the commission is willing to
16 give us the zoning variance, that you guys are
17 on board with the house being moved.

18 CHAIRMAN BOHNEN: I don't think we are
19 anywhere near coming to that conclusion tonight
20 and we are going to have to adjourn because the
21 Plan Commission is already three minutes late
22 trying to get in the door.

1 I'm going to make a motion that we
2 roll this hearing over to the next meeting and
3 we will have to suspend the rest of our agenda
4 because we didn't have an opportunity to get
5 through that.

6 MR. GONZALEZ: I make a motion.

7 CHAIRMAN BOHNEN: Second?

8 MS. WEINBERGER: Second.

9 CHAIRMAN BOHNEN: All in favor?

10 (All aye.)

11 Motion carries.

12 Motion for adjournment, please?

13 MS. WEINBERGER: So moved.

14 CHAIRMAN BOHNEN: Second, please?

15 MR. GONZALEZ: Second.

16 CHAIRMAN BOHNEN: Voice vote, please?

17 (All aye.)

18 Meeting is adjourned. Thank you.

19 (WHICH, were all of the
20 proceedings had, evidence
21 offered or received in the
22 above entitled cause.)

1 STATE OF ILLINOIS)
) ss:
2 COUNTY OF DU PAGE)

3 I, KATHLEEN W. BONO, Certified
4 Shorthand Reporter, Notary Public in and for the
5 County DuPage, State of Illinois, do hereby
6 certify that previous to the commencement of the
7 examination and testimony of the various
8 witnesses herein, they were duly sworn by me to
9 testify the truth in relation to the matters
10 pertaining hereto; that the testimony given by
11 said witnesses was reduced to writing by means
12 of shorthand and thereafter transcribed into
13 typewritten form; and that the foregoing is a
14 true, correct and complete transcript of my
15 shorthand notes so taken aforesaid.

16 IN TESTIMONY WHEREOF I have
17 hereunto set my hand and affixed my notarial
18 seal this 15th day of February, A.D. 2017.

19
20

KATHLEEN W. BONO,
C.S.R. No. 84-1423,
Notary Public, DuPage County

21
22

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

BEFORE THE VILLAGE OF HINSDALE
 HISTORIC PRESERVATION COMMISSION

In the Matter of:)
)
 Case No. HPC-08-2016)
 444 East 4th Street.)

CONTINUED REPORT OF PROCEEDINGS had and
 testimony taken at the Certificate of
 Appropriateness Public Hearing of the above-
 entitled matter before the Hinsdale Historic
 Preservation Commission, at 19 East Chicago
 Avenue, Hinsdale, Illinois, on the 8th day of
 March 2017, at the hour of 6:00 p.m.

BOARD MEMBERS PRESENT:

MR. JOHN BOHNEN, Chairman;
 MS. JANICE D'ARCO, Member;
 MR. JIM PRISBY, Member;
 MS. SHANNON WEINBERGER, Member.

51

1 ALSO PRESENT:

2 MR. ROBB MCGINNIS, Director of
Community Development;

3

4 MR. CHAN YU, Village Planner;

5

6

7 CHAIRMAN BOHNEN: Motion to formally
8 open the hearing?

9 MS. D'ARCO: I motion to formally open
10 the hearing.

11 CHAIRMAN BOHNEN: Second?

12 MR. PRISBY: I'll second.

13 CHAIRMAN BOHNEN: Aye vote.

14 (All aye.)

15 (WHEREUPON, Mr. Bousquette
16 was administered the
17 oath.)

18 MR. BOUSQUETTE: Good evening. My name
19 is Matthew Bousquette. I'm a resident of
20 Hinsdale. I own 444 East 4th Street, which is
21 the square here. I own 448 East 4th Street,
22 which is the square here. I own 445 Woodside,

52

1 which is the square here and I own 443 East
2 Woodside, which are the two squares here. They
3 comprise 9 lots and they are about 94,000 square
4 feet and represents about two and a quarter
5 acres.

6 The reason I'm here tonight is to
7 add additional context to the case that was
8 continued from the February meeting and is
9 before you for a vote tonight.

10 I intend to just do a couple of
11 things. One is to provide a timeline and
12 explanation of my efforts. Two, a review of my
13 immediate neighborhood and three, a response to
14 some comments and questions raised last time and
15 then I'm going to respectfully request a vote.

16 I apologize in advance to the
17 people in the audience because I only have one
18 set of boards for the visuals. They cost me
19 almost \$500 and I didn't want to make two sets
20 so I'll hold them and move them around as
21 anybody would desire as we go along.

22 First, I'd like to take you to a

53

1 timeline so you can understand my efforts to
2 date. I purchased 448 East 4th Street, here, in
3 July of 2008. At the same time I purchased the
4 lot at 445 Woodside behind it right here which
5 was available at the same time as a vacant lot
6 because the seller had knocked the house down
7 that was on that lot facing Woodside. I
8 currently use that house since purchasing it as
9 the backyard for our house on 4th Street.

10 Unlike many homes in town at that
11 time what I sought to do was renovate the house
12 on 4th Street rather than knock it down. And
13 the truth is, it would have gone quicker and
14 been much cheaper if I had knocked it down but I
15 liked the way it looked in our neighborhood and
16 in our immediate area so we went to work on
17 renovation.

18 The renovation took much longer
19 than expected due to several unforeseen
20 circumstances, including a contractor that
21 bankrupt himself in the middle of the project.
22 And you could imagine all of the subcontractors

54

1 and payments that went along with it.

2 While the house was under
3 construction, we rented a local Hinsdale house
4 which was for sale. Unfortunately for us, and
5 fortunately for the owner, the house sold and
6 then it happened again. In fact, in six years
7 we had to move five times with kids that were
8 five years old at the time. And it was a
9 nightmare which further slowed the progress on
10 the renovation of our house.

11 So in an effort to stop the madness
12 and find a permanent place to live, when 444
13 came up for sale, which was next door to our
14 house, we bought it because it was a house that
15 we knew we could live in and not have to move
16 again and it was next door to where we were
17 working so hopefully would help us get it
18 complete. In November of 2015, we completed our
19 renovation, moved into our new house and put 444
20 East 4th Street up for rent.

21 In May of 2016, we went to a great
22 seminar that your group puts on. It was the

1 historic tax preservation freeze workshop. So I
 2 went last year and the public part of the
 3 meeting I brought up the idea of repositioning
 4 the Zook house and was introduced to Susan
 5 Benjamin and at the time they gave us some
 6 positive feedback and gave us some house movers
 7 that we could use and they were sort of good
 8 contacts and that's where we sort of went. So
 9 that was May 2016. I think that was about
 10 eight, nine months ago.

06-14 2:27PM

11 June of 2016, we went to the board
 12 of trustees and asked them about splitting the
 13 lot and repositioning the house and got
 14 generally good feedback and so I went out and
 15 tried to market the house and find somebody to
 16 buy it. Found somebody, got a contract to
 17 purchase the Zook house and move it to the
 18 Woodside location. I was very excited to go
 19 back in December when we could go back to the
 20 board of trustees meeting the first week of
 21 January and give them the good news and ask them
 22 if they were still on board.

06-14 3:27PM

1 At that point in time,
 2 unfortunately I was planning on vacation with my
 3 family over the Christmas break. And as you
 4 know, the Hinsdale schools went a little later
 5 so we went through the 9th. And so being told
 6 we had to be here the first week of January,
 7 cancelled the vacation, paid all the penalties
 8 for all the airlines so I could be here the
 9 first week of January.

06-15 1:02PM

10 Right around the first week of
 11 January, I was told no, no, no, don't go to the
 12 board of trustees, come to this meeting in
 13 February. So I was redirected to the Historic
 14 Preservation Committee in February and came
 15 here. Came here and then between this month and
 16 last month I was told on the repositioning of
 17 the house no, no, no, don't come here, go to the
 18 ZBA.

06-15 3:02PM

19 So now if I'm going to reposition
 20 the house, in February I was told I need to go
 21 to the ZBA instead of here and not the board of
 22 trustees which I was sent in January I was going

1 to go to.

2 So now I'm here in March saying I
 3 have been through all of these meetings over 9
 4 or 10 months already and I'm here saying I spent
 5 \$30,000 being bounced between meetings in the
 6 village of Hinsdale over the last 90 days and
 7 I'm here to ask to tear the house down.

8 Because there was some confusion
 9 last meeting about the neighborhoods that the
 10 house existed in and where we are at, I got
 11 information from the tax assessor, hired a
 12 surveyor and got information from the city to
 13 give a layout exactly what the neighborhood
 14 looks like in this particular location.

15 The 400 block of Woodside, this is
 16 the block that runs from Oak Street to County
 17 Line Road. It's essentially 5th street because
 18 between 4th and 6th it's Woodside, so it's
 19 called Woodside, but if you could think of it as
 20 5th. There are six lots on the block, two
 21 addresses on the south side, 424 Woodside,
 22 here's a picture of the house. It's

06-16 3:02PM

06-16 3:02PM

1 4,223 square feet on 18,385 square foot lot.
 2 Next door to it is 440 Woodside, it's 4,380
 3 square feet on a 17,152 square foot lot.

4 On the north side of the street
 5 there are four addresses, 445 Woodside, it's
 6 5,000 square foot house on a 17,000 square foot
 7 lot. There's 445 Woodside, which is currently
 8 my backyard, it's 17,100 square feet. Here's a
 9 picture of the house that was torn down that
 10 used to be in that backyard.

06-17 2:02PM

11 So right now if anybody is new to
 12 Woodside, they may not remember that my backyard
 13 essentially was a house facing Woodside which
 14 has now been torn down, that's 445. Next door
 15 to that is 435 Woodside, which essentially is
 16 these two lots that you can see on the zoning
 17 map right now. And then finally at the end is
 18 425 Woodside. And 425 Woodside is a brand new
 19 spec house, it's 8,370 square feet. They tore
 20 down a Larry Booth design, 3,441 square foot
 21 home on a 21,000 square foot lot. So that's
 22 pretty much Woodside.

06-18 3:02PM

59

1 If you want to say what does all
 2 that mean, essentially what it says is the
 3 average lot size on Woodside excluding 435 is
 4 18,369 square feet. The average home on
 5 Woodside excluding the new spec house is
 6 4,538 square feet. The spec house at 8,370 is
 7 84 percent larger than the average on the
 8 street, so the overall street average goes up to
 9 5,500 square feet.

06 18 42PM 10 The alley between 445 Woodside and
 11 435 Woodside belong to 440 East 4th Street is a
 12 private driveway. 435 Woodside is the
 13 combination of the underlying lots of record 18
 14 and 19, each has a separate pin and each has a
 15 separate tax bill. And on one of them for sure
 16 and maybe both, there has never been a
 17 structure.

18 The address, this address 435
 19 Woodside, would have been 9 percent larger than
 06 19 12PM 20 the block average and the Zook house that was at
 21 one point in time proposed to go on that lot
 22 would be 30 percent smaller than the average

60

1 house on the street.
 2 4th Street. This block runs from
 3 Oak to County Line. There are 11 houses on this
 4 block, 6 on the north, 5 on the south. You can
 5 see I can read you each address, which I'll
 6 spare you, or I could read you the square
 7 footage.

8 But the bottom line is the average
 9 home size on 4th Street is 5,765 square feet.

06 19 42PM 10 The average lot size is 23,488. The proposed
 11 lot size last time on 4th Street would have been
 12 28 percent larger than the average lot on the
 13 street.

14 Now, if we put the two houses
 15 together, you can put it all together, the
 16 potential to build a house would be 2.25 times
 17 the average house on the street.

18 There was some question and
 19 confusion last time, at least among some folks,
 06 20 12PM 20 either before, during and after the meeting as
 21 to what you could or couldn't do on this
 22 particular lot. So what I wanted to do is get

61

1 the information and make sure that people were
 2 clear on how the code reads.

3 What can be built at 435 Woodside/
 4 448 East 4th Street. There's nothing in the
 5 village code that prevents the dismantling of
 6 the existing structure of 444 East 4th Street.
 7 The Historic Preservation Code Section 14-5-1
 8 says, the final decision of the commission shall
 9 be advisory only. 14-5-5 says that if the
 06 20 54PM 10 commission issues a denial of a certificate of
 11 appropriateness for a structure, building, site
 12 or area within the designated historic district,
 13 such a denial is merely advisory and shall not
 14 prohibit an application from proceeding and
 15 proceed with the proposed alteration, demolition
 16 or signs for physical modification of the
 17 structure.

18 So at the end of the day, just for
 19 clarity, if someone buys that lot and the
 06 21 22PM 20 commission votes no, they can go to the village
 21 and get a demolition permit and tear the house
 22 down.

62

1 So the question is what could be
 2 built in that location? The combined lots of
 3 435 Woodside and 448 East 4th Street are 53,000
 4 square feet. Working with the city and various
 5 other architects and professionals, you can
 6 build approximately, don't hold me to the exact
 7 square footage, approximately a 15,000 square
 8 foot house in that location on Woodside. It
 9 would be larger than all of the houses on
 06 22 06PM 10 Woodside combined. All of the houses on
 11 Woodside combined and three times larger than
 12 the average house on 4th Street. Or, for some
 13 people just so they can understand the visual,
 14 this is a picture of 328 8th Street and here's
 15 the permit, the square footage and all the
 16 setbacks and all that. This house could be
 17 built on Woodside if we sold all the lots
 18 together.

19 In general, I think there's
 06 22 30PM 20 something going on in the R-1 district that
 21 people don't talk about much, which is density
 22 versus bulk, right? And so one of the issues in

1 the R-1 district is more and more houses are
2 being torn down, particularly the older ones,
3 and going up in their place are enormous houses
4 that max the size of the lot.

5 So if you want a perfect example of
6 that, I submit the house next door. The house
7 next door was 3,441 square feet on Woodside
8 equal to about the average on the street. It
9 was knocked down and in its place sits an 8,370
10 square foot house on a 20,000 square foot lot.

06 23 04 PM

11 So if we think about the size of
12 this house and we say it's a 20,000 square foot
13 lot and you go over here and we have a 53,000
14 square foot lot next door, what can be built
15 there. This can be built there. So just as we
16 are clear on that, I just wanted to make sure
17 everybody understood what could be built on that
18 location when the lot becomes vacant.

19 The other issue that came up was
20 there was some question and directive to the
21 petitioner before me as well as to me that we
22 weren't trying hard enough to sell the house in

06 23 34 PM

1 its current location, that we didn't make enough
2 of an effort. And I think the exact quote was
3 that I was disingenuous in my attempts to sell
4 the house.

5 So to better understand what we
6 were missing, we studied the older homes on the
7 larger lots in the immediate sub neighborhood to
8 find out what was I missing? What was I doing
9 wrong? How could I have missed it?

06 24 22 PM

10 So what we did was we started with
11 425 Woodside and here it says -- this is the
12 exact verbiage off of the multi-list. It says,
13 420 Woodside featuring an open floor plan, blah,
14 blah, blah. Come and experience this one-of-a-
15 kind architectural achievement. Well, the
16 one-of-a-kind architectural achievement was
17 demolished and in its place sits this big house
18 over here.

19 So then I said, well, let's find
20 another one. So we went to 219 1st Street. If
21 you are familiar with 219 1st Street, it says,
22 come experience this prime southeast Hinsdale

06 24 36 PM

1 offering, situated on a drop dead 100 by 338
2 foot lot. Whether you choose to update or start
3 anew, you won't find a more desirable lot with
4 walkout potential. And what happened to that
5 house? It was demolished.

6 So then we said, well, let me keep
7 looking. Perhaps we didn't find the right ones
8 or whatever and I think the next one it was
9 brought up last week was 3rd Street. So 3rd
10 Street, the pink house on 3rd Street where it
11 read, timeless historical beauty, restored and
12 decorated to perfection. What happened to it?
13 It was demolished.

06 25 12 PM

14 So then I said, well, maybe the
15 houses that were demolished were houses that
16 people really didn't care about and they weren't
17 really historic.

18 So I looked around to try and find
19 a historic house on a large lot within three
20 blocks of my house and I said, what can I find
21 to look at? Do you know what I found? I found
22 425 East 6th Street. For anybody who doesn't

06 25 36 PM

1 know, 425 East 6th Street is the founder of
2 Hinsdale's house, the former Biggert house.

3 And so what I did is I went and I
4 got the listing for that one and I couldn't
5 believe what that one said. It said, a one-of-
6 a-kind setting to build your dream home. Prime
7 one plus acre with professional landscaping. So
8 I was surprised that we were advertising the
9 founder of Hinsdale's house as lame. So maybe
10 that's what I missed. Now that house hasn't
11 been demolished. The facade is still there, I
12 guess the first two rooms, and then the big
13 large house is being built behind it. I call it
14 the Disneyesque version of the original house.

06 26 10 PM

15 So then when I sort of stepped back
16 from it all -- and by the way, to the best of my
17 knowledge, all of these were County Line
18 Property listings, which belongs to the chairman
19 of the commission.

20 So when I step back and say, I
21 found somebody to buy the house, to save the
22 house in its entirety, not the facade, not

06 26 38 PM

1 little pieces or parts, and to put it on
 2 Woodside on a lot that's larger than the
 3 neighbors on a house that's 25 percent smaller
 4 than everything else, on a house that's
 5 50 percent smaller than the spec house that was
 6 just built on the same lot, I'm thinking I did
 7 pretty good in my marketing, but I don't know.

8 So those are the facts on the homes
 9 in the neighborhood. These are all, by the way,
 10 within four blocks of my house. So I said, you
 11 know, just to be somewhat positive, look, I feel
 12 like what can the industry do to save houses.
 13 And my pitch to you guys is adopt a strategy
 14 beyond just say no.

15 And if I was sitting on the
 16 committee, what I would be doing is advocating
 17 for the homeowner with the village. Because at
 18 the end of the day, besides the heartstrings of
 19 isn't it beautiful, I want to save it, which
 20 everybody does, there's the pocketbook issues.
 21 So, for instance, expedited permits and
 22 processes.

1 I just showed you I started this
 2 thing in May of 2016 and we are nowhere. And
 3 I'll show you how much longer to go. How about
 4 waiving permit fees and other village charges
 5 for historic houses we want to keep. Or, work
 6 with the Downers Grove assessor's office to
 7 value the land of big, older houses differently
 8 if you are trying to preserve the house instead
 9 of maximizing the lot size. The state tax
 10 credit you guys are already doing that and
 11 that's great. And then there's the conflict of
 12 interest thing which needs to be addressed at
 13 some point in time.

14 So for me here's the point, right?
 15 So for me the well has run dry. As I said in
 16 the last meeting for the people who are new to
 17 this meeting, between my mortgage, my taxes and
 18 my insurance, it costs \$10,000 a month to
 19 maintain this house. So I have burned up
 20 \$90,000 between June of last year after the
 21 board of trustees meeting and March of this
 22 year.

1 And I sit before you tonight being
 2 told -- now remember, every meeting that I was
 3 directed to this year and last year I was
 4 redirected to a different meeting. So now
 5 here's a list of another seven meetings: ZBA
 6 prehearing, ZBA public hearing, subdivision and
 7 site plan, ZBA recommendation, board of
 8 trustees, commission finding, board of trustees.

9 Maybe, maybe, if I'm not redirected
 10 again, and if all of this really happens, that
 11 would be the series of meetings that I would
 12 have to go to to try to save a Zook house that
 13 somebody already wants to buy and move. That
 14 would be at \$10,000 a month, \$40,000 more. That
 15 would be \$150,000 out of my pocket to walk
 16 through a very, very cumbersome city process
 17 that should be unnecessary for people trying to
 18 save Zook houses. So for me, to be honest, I
 19 don't have that money anymore. I'm done. I
 20 invested a hundred thousand dollars already. I
 21 can't do this. Because I also know that the
 22 likelihood of this happening like this is very

1 low because every single meeting I have come to
 2 has turned different.

3 So I now have a buyer who can't buy
 4 the house. Who wanted to save the house, and I
 5 can't burn through this. So I'm here today
 6 because two things: One, the repositioning the
 7 house clearly doesn't belong in front of this
 8 committee and we know that and that's why it's
 9 over at the ZBA but that was withdrawn. Because
 10 now we don't have the time. And so now I'm just
 11 here to say I tried. Here's the facts. Here's
 12 the information. I tried. And I have gotten --
 13 honestly, in particular, I'm disappointed from
 14 this particular committee because you guys
 15 really could have helped. So I wanted all this
 16 to be out here because later if somebody says
 17 why did you do it, or what happened, it's all
 18 here for somebody to see.

19 By the way, I think I tried harder
 20 and better than most of these other houses in
 21 town to preserve the house in its entirety. So
 22 I, respectfully, request today a vote on my

1 petition HPC-09-2016 to dismantle the house at
2 444/435 Woodside/4th Street. Thank you.

3 CHAIRMAN BOHNEN: Are there any further
4 comments that anybody would like to make on this
5 matter? Yes. Please come up to the microphone.
6 You will be sworn.

7 (WHEREUPON, Ms. Brickman
8 was administered the
9 oath.)

10 MS. BRICKMAN: Donna Brickman. I live
11 at 439 East 6th Street, a 1938 Zook house. Our
12 house was renovated in the early 1990s and I
13 think if it hadn't been renovated, we would be
14 in the same situation with our house.

15 Obviously, I'm in favor of saving
16 any Zook house. I think there's a lot of houses
17 in Hinsdale that are older houses have been torn
18 down unnecessarily. Obviously it's a lot of
19 work to save them. But I do feel strongly that
20 you can find an owner. I feel like even in your
21 presentation, it's only been for sale for, I
22 don't know, there was a for rent sign, so nine

1 months it's been for sale, maybe. So I'm just
2 saying it takes the right person.

3 I made two phone calls, one to an
4 architect, one to someone who remodels houses
5 and they were both confused as to was the whole
6 lot for sale, was it being split. It seemed
7 very confusing to the people and so they were
8 kind of almost shoo-shooed away from it like you
9 don't want to get into this.

10 So I'm just concerned. I feel like
11 we could find somebody. Obviously I bought our
12 house. These houses don't last unless they are
13 renovated. Big houses aren't selling and if
14 they aren't new and up-to-date, it's a hard
15 sell. If someone came along, it's a gorgeous
16 lot; it's a big house, and just bumped out the
17 back, make it modernized, I think it's totally
18 saleable to somebody.

19 I mean, whether you sell it to
20 somebody who renovates it and then flips it to
21 somebody, I don't know. I have the same
22 concern. I would not want a mc-mansion next to

1 me, but I also am here speaking for myself,
2 including my close neighbors. Mr. Harrison is
3 here with me. The Benson family, the Harrison
4 family, the Riggee family and our family are
5 totally against A, tearing this house down or
6 splitting this lot. There's just too much
7 congestion in the area and I do agree this house
8 on Woodside that he's speaking of is too big.

9 I don't know how we get these
10 things in control, but a lot of things are being
11 built out of scale. I do agree that the Biggert
12 house is bigger than it should be. That
13 renovation kind of has taken on a life of its
14 own. I don't know what rules or laws we need to
15 put into place or who we need to speak to, but
16 we need to get a handle on that.

17 So I'm just saying I don't feel
18 like it's been for sale long enough. I don't
19 think it's been listed. I don't think people
20 have had a chance to see pictures of it in the
21 paper. Has it been marketed? I just think if
22 we could give it some more time. I think it's a

1 gorgeous house and a gorgeous lot. If I didn't
2 have our house, I told my husband I would buy it
3 in a heartbeat. So if I wasn't so invested in
4 our house, I would definitely purchase it.

5 So I'm just saying I hope you can
6 save this house and I know if I went around town
7 and asked other Zook owners, I would get, you
8 know, obviously many names and people who care
9 about saving a Zook house for Hinsdale.

10 CHAIRMAN BOHNEN: Thank you very much.
11 Anybody else have any comments?

12 (No response.)

13 Any discussion among the
14 commissioners?

15 Can I have a motion? The applicant
16 is requesting an approval for a certificate of
17 appropriateness to demolish the home at 444 East
18 4th Street.

19 Can I have a motion, please?

20 MS. WEINBERGER: So moved.

21 CHAIRMAN BOHNEN: You need to state
22 your motion. You want to phrase it in a fashion

1 that will accept a vote. He is asking us for
2 approval for a certificate of appropriateness to
3 demolish the home.

4 MS. WEINBERGER: So I move to approve
5 to --

6 MS. D'ARCO: I'll make a motion to --
7 well, those in favor of approving the
8 demolition.

9 CHAIRMAN BOHNEN: You have to make a
10 motion.

06:35:38 PM

11 MS. D'ARCO: I make a motion to approve
12 the demolition of 444 East 4th Street.

13 CHAIRMAN BOHNEN: Do we have a second
14 for that?

15 MR. PRISBY: I'll second that.

16 CHAIRMAN BOHNEN: A motion has been
17 made to approve a certificate of appropriateness
18 to demolish the home at 444 East 4th Street.

19 Roll call vote, please?

20 Shannon?

06:38:02 PM

21 MS. D'ARCO: Can we step back? I made
22 the motion, not necessarily that was my vote.

1 MR. YU: That's fine.

2 CHAIRMAN BOHNEN: The motion has been
3 made to approve the certificate of
4 appropriateness to demolish the home.

5 MR. PRISBY: To allow him to demo.

6 CHAIRMAN BOHNEN: To allow him to demo.
7 So a roll call vote, please.

8 Jim?

9 MR. PRISBY: Nay.

10 CHAIRMAN BOHNEN: Janice?

11 MS. D'ARCO: Nay.

12 CHAIRMAN BOHNEN: Shannon?

13 MS. WEINBERGER: Nay.

14 CHAIRMAN BOHNEN: And I vote no.

15 The motion is unanimous. The
16 certificate is denied. Thank you.

17 (WHICH, were all of the
18 proceedings had, evidence
19 offered or received in the
20 above entitled cause.)

21

22

1 STATE OF ILLINOIS)
) ss:
2 COUNTY OF DU PAGE)

3 I, KATHLEEN W. BONO, Certified
4 Shorthand Reporter, Notary Public in and for the
5 County DuPage, State of Illinois, do hereby
6 certify that previous to the commencement of the
7 examination and testimony of the various
8 witnesses herein, they were duly sworn by me to
9 testify the truth in relation to the matters
10 pertaining hereto; that the testimony given by
11 said witnesses was reduced to writing by means
12 of shorthand and thereafter transcribed into
13 typewritten form; and that the foregoing is a
14 true, correct and complete transcript of my
15 shorthand notes so taken aforesaid.

16 IN TESTIMONY WHEREOF I have
17 hereunto set my hand and affixed my notarial
18 seal this 16th day of March, A.D. 2017.

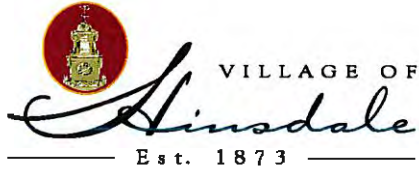
19
20

KATHLEEN W. BONO,
C.S.R. No. 84-1423,
Notary Public, DuPage County

21

22

100



MEMORANDUM

DATE: July 16, 2020
TO: President Cauley and Members of the Village Board
CC: Kathleen A. Gargano, Village Manager
FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety
RE: Discussion Item-Tollway Pedestrian Bridge Design

As you may recall, the Village Board opted to have the Tollway relocate the pedestrian bridge from its current location to Veeck Park running parallel to 47th Street.

On July 1, Village staff along with Trustee Byrnes and Plan Commission Chair Steve Cashman participated in a conference call with Tollway officials and officials from Western Springs to review the design of the pedestrian bridge.

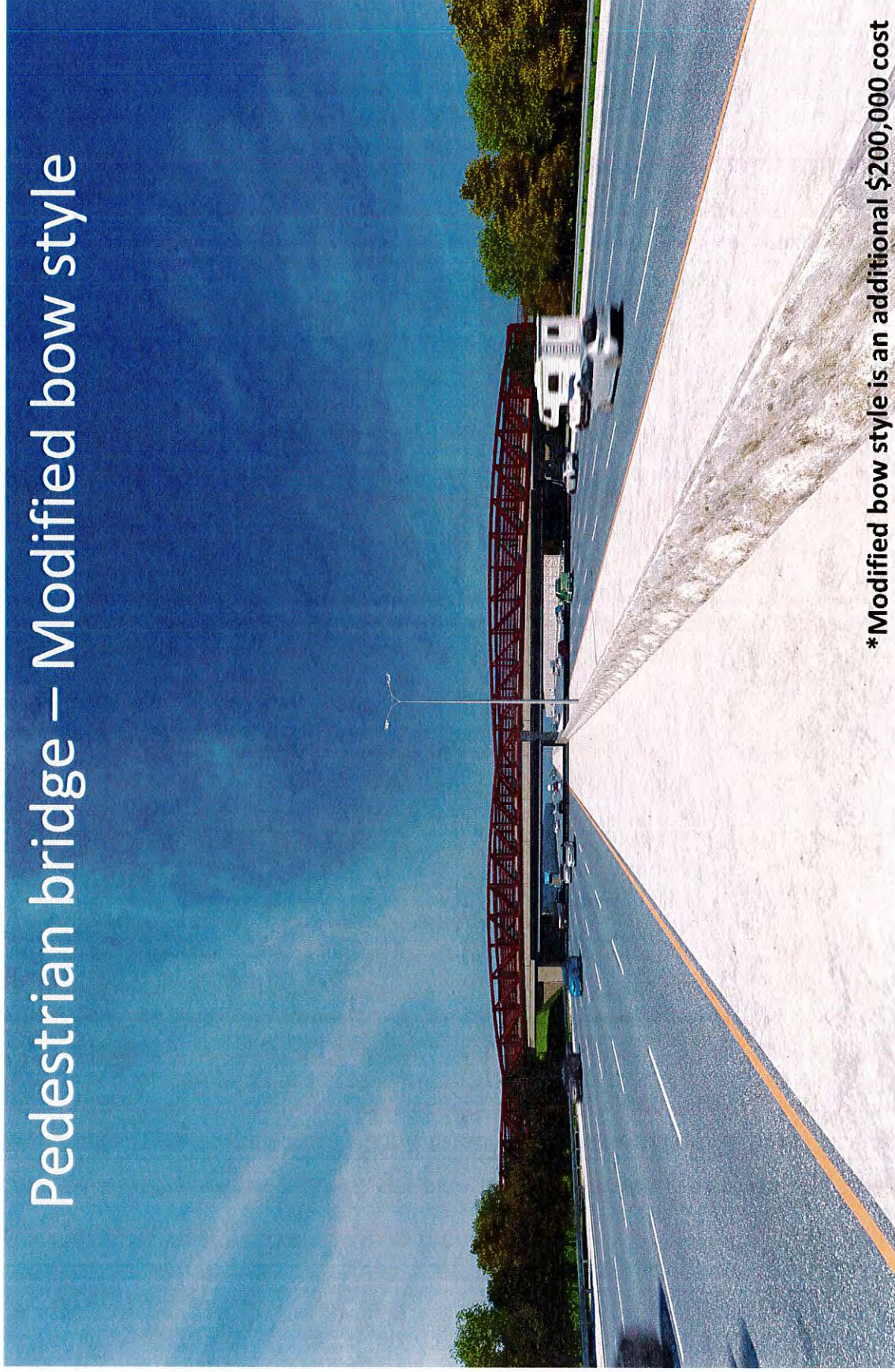
Two designs were discussed on the conference call. The two designs being considered include a modified bow style and a Pratt style. There is an additional cost to the Village of approximately \$100,000 for the modified bow style bridge.

The Western Springs Village Board will be discussing the pedestrian bridge designs this week and that both Village's will need to be in agreement on the design.

In order to maintain the Tollway's construction timeline and in order to have the new pedestrian bridge in place in advance of the old pedestrian bridge coming down the Tollway is seeking the Village's direction now.

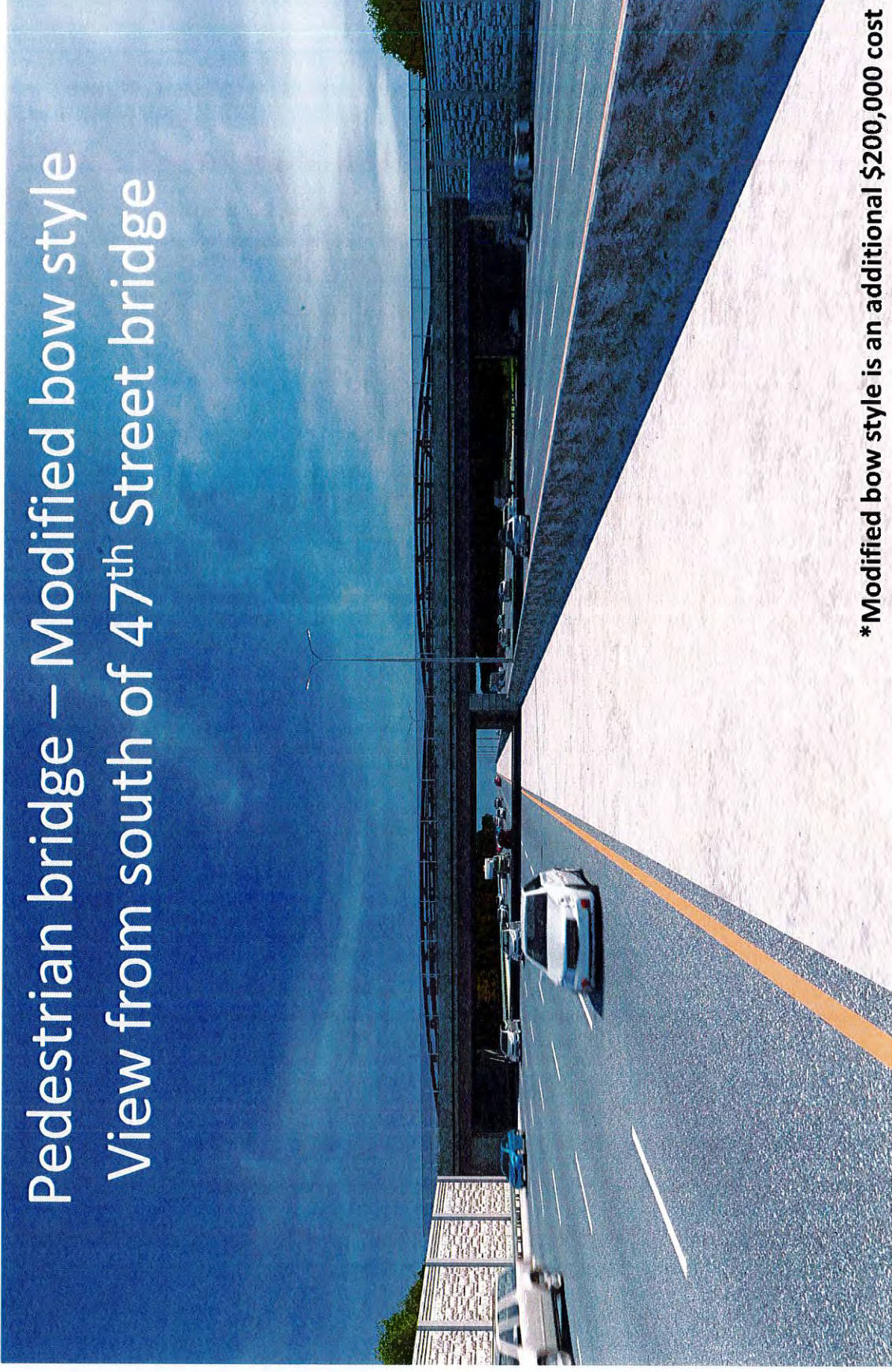
Pedestrian bridge design renderings are attached.

Pedestrian bridge – Modified bow style



* Modified bow style is an additional \$200,000 cost

Pedestrian bridge – Modified bow style View from south of 47th Street bridge



***Modified bow style is an additional \$200,000 cost**

Pedestrian bridge – Pratt style



Pedestrian bridge – Pratt style



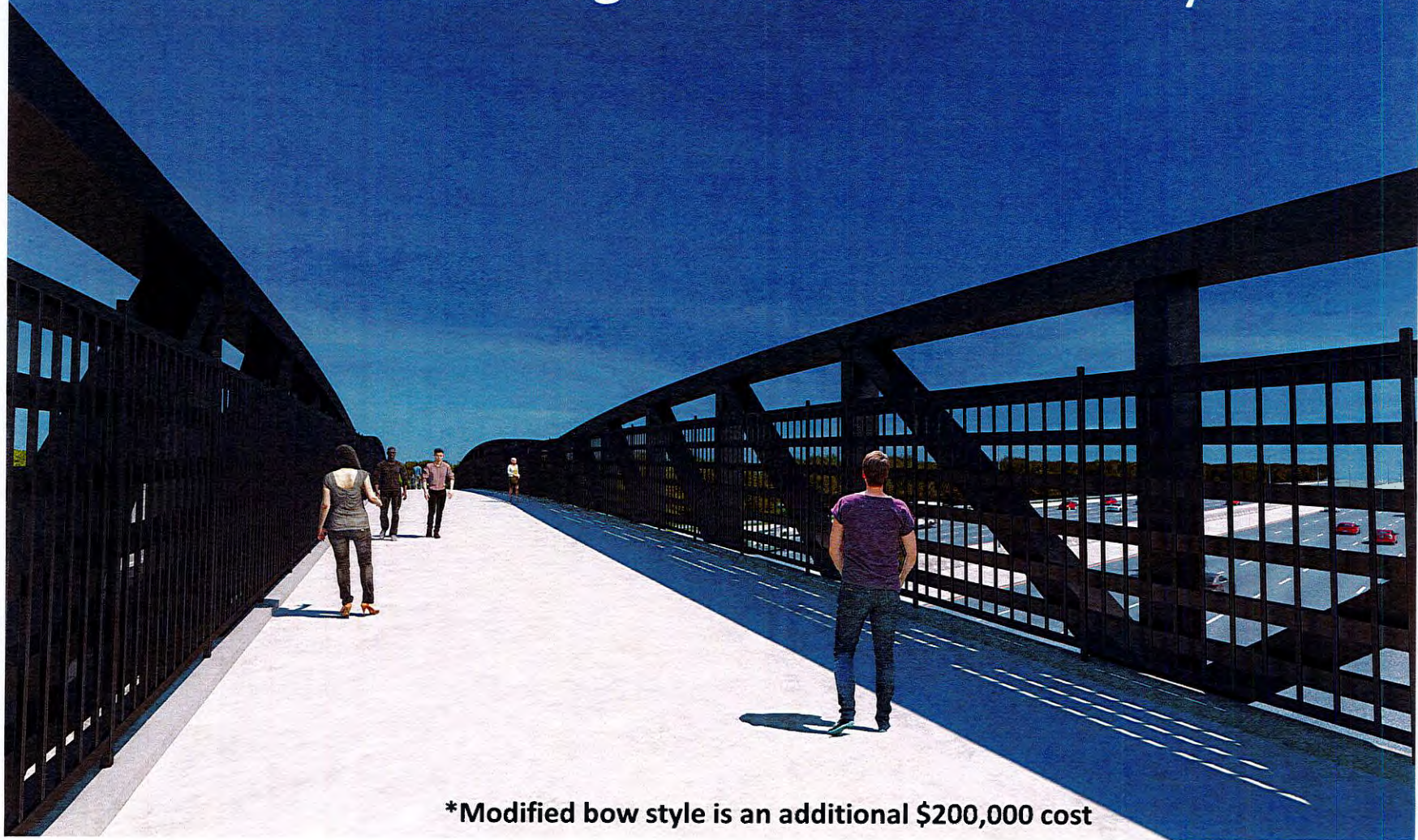
Fencing adjacent to 47th Street



Pedestrian bridge – Pratt style



Pedestrian bridge – Modified bow style



***Modified bow style is an additional \$200,000 cost**

10c



MEMORANDUM

DATE: July 16, 2020
TO: President Cauley and Members of the Village Board
CC: Kathleen A. Gargano, Village Manager
FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety
Brian King, Chief of Police
RE: Discussion Item-Chamber of Commerce Street Closure Request for Sidewalk Sale July 24-25, 2020

Attached please find a request from the Chamber of Commerce to close streets in the Central Business District to vehicle traffic to accommodate their annual Sidewalk Sale event, July 24-25, 2020.

The Chamber of Commerce believes that closing the streets to vehicle traffic will allow for increased social distancing and a larger area for retailers to display their merchandise.

The attached map showing the street closures was developed by Chief King.

Village staff is recommending approval of the Chamber's request.



Village of Hinsdale Board of Trustees
Thomas Cauley, Jr.; Village President
19 E Chicago Avenue
Hinsdale, IL 60521

Dear President, Cauley and Board of Trustees,

The Hinsdale Chamber of Commerce would like to revise the Sidewalk Sale date from July 10 & 11 to July 24 & 25, 2020 due to the 4th of July holiday. We feel that many will be out of town for the holiday. Also, to accommodate the businesses in moving their inventory, this date will work best for them.

It has been suggested to possibly close a portion of the streets for the sale to accommodate social distancing and comfort for all.

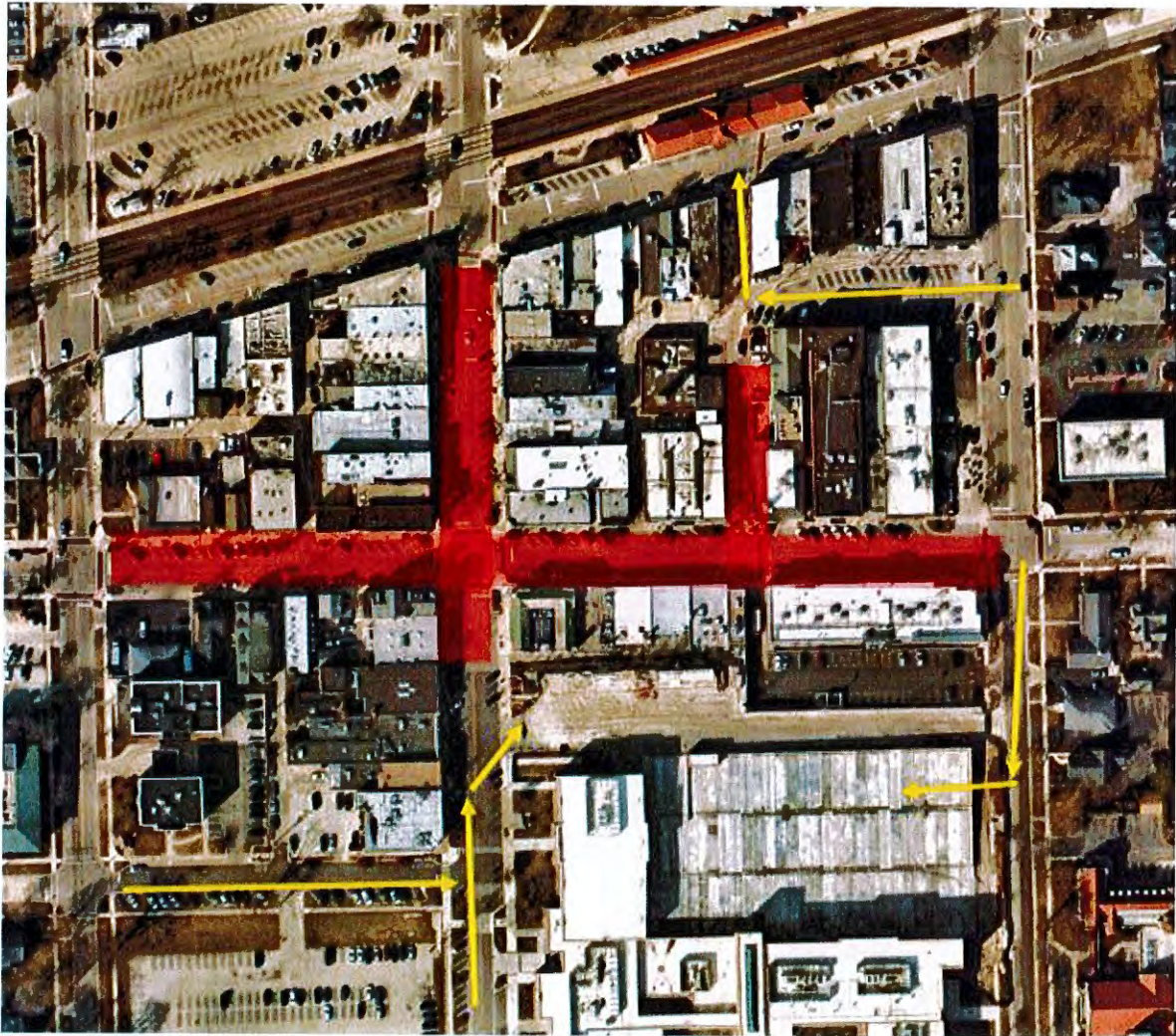
As always, the Chamber appreciates the Village support and we value our partnership for the Hinsdale community.

Thank you,

Eva Field
President & CEO; Hinsdale Chamber of Commerce

Cc: Kathleen Gargano; Village Manager

HINSDALE CHAMBER SIDEWALK SALE STREET CLOSURE





REVISED; JULY 2020

Village of Hinsdale Board of Trustees
Thomas Cauley, Jr.; Village President
19 E Chicago Ave
Hinsdale, IL 60521

Dear President, Cauley and Board of Trustees,

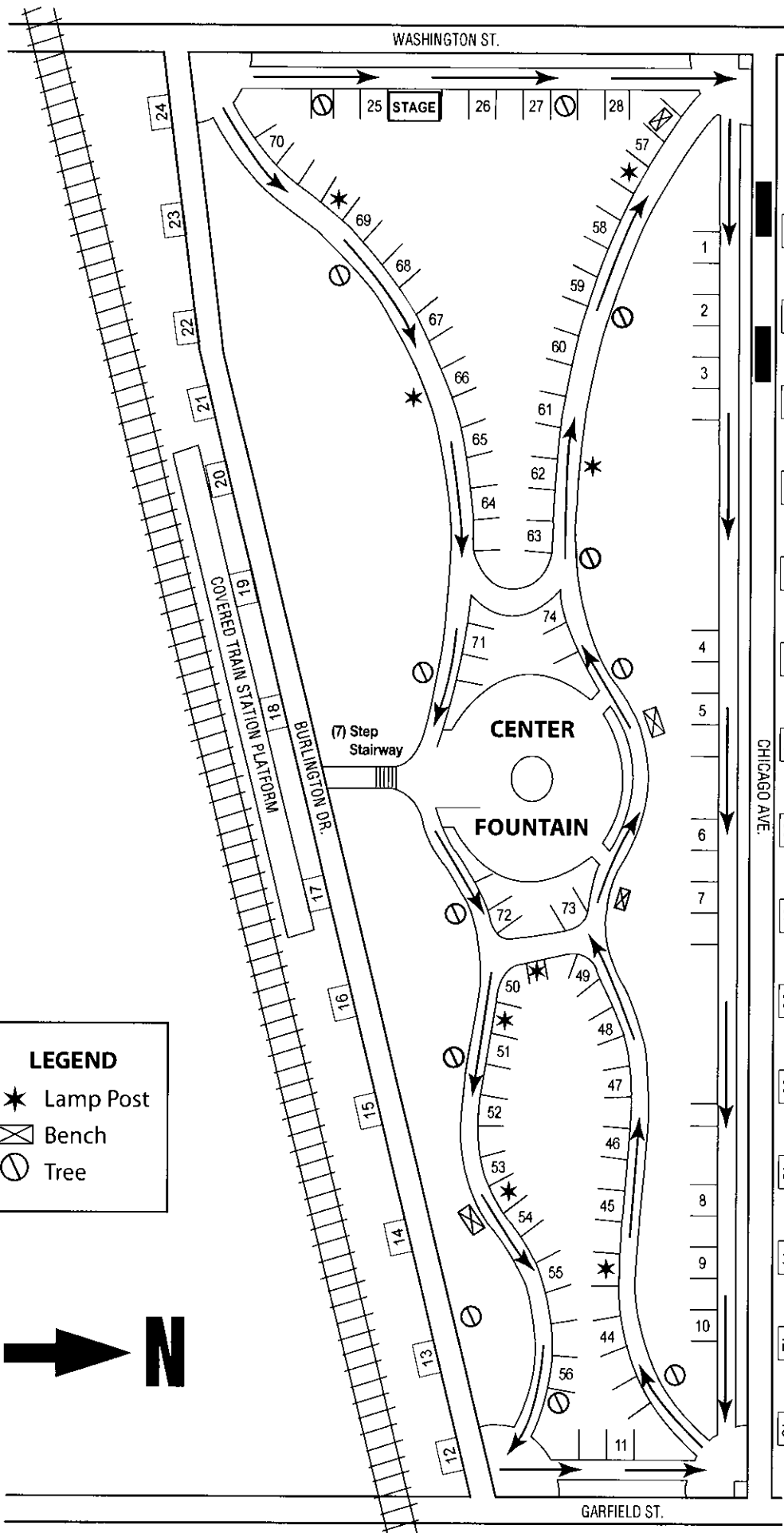
The Hinsdale Chamber of Commerce has begun work on the 47th Annual Hinsdale Fine Arts Festival scheduled for Saturday and Sunday, ~~June 6th & 7th, 2020.~~ **August 15th & 16th, 2020.** The Fine Arts Festival Committee wishes to make the annual request for permission from the Village of Hinsdale to close the portion of Chicago Avenue between Garfield Street and Washington Street beginning Friday, ~~June 5th~~ **August 14th** at 9:00 a.m. until Sunday, ~~June 7th~~ **August 17th** at 6:00 p.m.

JULY REVISIONS INCLUDE: Event name change from Hinsdale Fine Arts Festival to Hinsdale Fine Arts Show. Revised booth map that includes room for social distancing as well as one-way traffic pattern. Please view the attached map and event poster for these revisions.

Traditionally, the committee’s additional requests of the Village are as follows:

- Allow the Hinsdale Memorial Building restrooms to remain open to the public for the duration of the festival.
- Provide twelve additional trash receptacles within the festival area, to be emptied periodically throughout Saturday and Sunday.
- Provide four tables and six chairs for the information booth.
- Provide a hose hook-up for the food concession.
- Schedule grass to be cut and park marked two days prior to event set-up.
- Permission to post promotional banners two weeks prior to the festival as requested.
- Permission to display ten (10) vertical banners on village lampposts for a maximum of three (3) weeks as requested.
- Provide a uniformed community service officer on site for both days of the event.
- Allow the participants to begin their set up process after 9:00 a.m. on Friday morning. A security guard will be provided by the Hinsdale Fine Arts Festival committee, to be present in the park in the overnight hours on Friday and Saturday evenings as an additional safety measure to the artist’s equipment & materials.
- Permission to allow artists traveling with large trailers or mobile homes to park in the Public Services Garage lot overnight.
- The Hinsdale Chamber of Commerce respects and appreciates all of the support and special efforts made by the Village staff in order to promote and execute an event such as this. We are truly grateful for your consideration of these issues. You may direct any further questions to the Hinsdale Chamber of Commerce 630-323-3952, Thank You.

Respectfully Submitted,
Eva Field; President & CEO
Hinsdale Chamber of Commerce

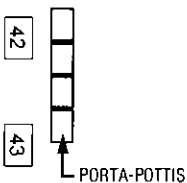


FOOD COURT

SHOW INFORMATION BOOTH
 Show Check-in
 Friday after 9:30 A.M.
 Saturday 8:00 A.M.

LEGEND

- ★ Lamp Post
- ⊠ Bench
- ⊘ Tree



41th Annual
2020 HINSDALE
0 Fine Arts Show



Golden Ginkgo Vessel

Artist Robert Glebe: 2019 Best of Show Winner

SATURDAY & SUNDAY

AUGUST 15 & 16 10 AM - 5 PM

Downtown Hinsdale in Burlington Park 30 E Chicago Avenue

** Voted "BEST of the WEST" Outdoor Event! **
Brought to you by

102



MEMORANDUM

DATE: July 16, 2020
TO: President Cauley and Members of the Village Board
CC: Kathleen A. Gargano, Village Manager
FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety
RE: Discussion Item- Draft Changes to the Historic Preservation Ordinance

Attached please draft changes to the Historic Preservation Ordinance. Additional changes that include incentives have been added since this item was last discussed by the Board in June. Draft changes to the ordinance are shown in red underlined font.

Potential Changes to Title 14 (Historic Preservation) of the Hinsdale Village Code:

**Chapter 1
GENERAL PROVISIONS**

14-1-3: DEFINITIONS:

For the purpose of this Title, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

CERTIFICATE OF APPROPRIATENESS: A certificate issued by the Commission or Village Board approving plans for the alteration, construction, removal, or demolition of a landmark or structure, building, or site within a designated historic district.

HISTORIC DISTRICT: The Robbins Park National Historic District, the Downtown Hinsdale National Historic District, and any other National Historic Landmark District or other An area designated as an historic district by ordinance of the Village Board that may contain, within definable geographic boundaries, one or more landmarks and which may have within its boundaries other structures, buildings, or sites that, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the landmark or landmarks located within the historic district.

REPAIR: Any change that does not require a building permit that is not construction, relocation, removal or alteration.

14-1-4: PROCEDURE FOR NOTICE OF PUBLIC HEARINGS AND MEETINGS:

C. Persons Entitled To Notice:

1. All Hearings And Meetings: Notice of every hearing or meeting set pursuant to this title shall be given:

a. By mail or personal delivery to the applicant and, if a specific parcel is the subject of the application, to the owner of the subject property.

b. By mail to any newspaper or person that shall have filed a written request, accompanied by an annual fee as established from time to time by the village manager to cover postage and handling, for notice of all hearings or meetings held pursuant to this code. Such written request shall automatically expire on December 31 of the year in which it is made unless a written request for renewal, accompanied by the annual fee, is submitted prior to such date.

c. By mail, personal delivery, or interdepartmental delivery to affected village boards, commissions, departments, officials and consultants.

Notice by mail as herein required shall be mailed no fewer than seven (7) days in advance of the hearing or meeting date by regular United States mail. (Ord. O2000-7, 4-18-2000, eff. 5-1-2000)

2. Hearings or Meetings On Applications: In addition to notice as required by subsection C1 of this section, notice of every hearing or meeting set pursuant to this title in connection with any application for historic district designation, withdrawal of landmark designation, or a certificate of appropriateness involving demolition, relocation or removal, shall be given in accordance with subsections C2a and C2b of this section. Notice of every hearing or meeting in connection with an application for landmark designation or for a certificate of appropriateness not involving demolition, relocation or removal shall be given in accordance with subsection C2a of this section. (Ord. O2005-28, 7-19-2005)

a. By publication in a newspaper published in the village at least once no less than fifteen (15) days nor more than thirty (30) days in advance of the hearing date.

b. By certified mail, return receipt requested, or personal delivery to all owners of property within two hundred fifty feet (250') of the subject property; provided, further, that in the case of an application for historic district designation, notice shall be to all owners of record of property within the proposed district and to all owners of record of property within two hundred fifty feet (250') of the outside perimeter of the proposed district. Notice as required by this subsection shall be given by the applicant not less than fifteen (15) days nor more than thirty (30) days in advance of the hearing. (Ord. O2000-7, 4-18-2000, eff. 5-1-2000)

14-1-5: PROCEDURES FOR CONDUCT OF HEARINGS:

C. Adjournment Of Hearing: Subject to any time limitations on completion of hearings set forth in this Title, ~~t~~The commission may at any time, on its own motion or at the request of any person, adjourn~~continue~~ the hearing for a reasonable time and to a fixed date, time, and place, for the purpose of giving further notice, taking further evidence, gathering further information, deliberating further, or for such other reason as the hearing body may find to be sufficient. The staff secretary of the commission shall notify in writing all commissioners, all parties to the hearing, and any other person designated on the vote of adjournment~~continuation~~ of the date, time, and place of the adjourned~~continued~~ hearing.

Chapter 2 HISTORIC PRESERVATION COMMISSION

14-2-2: POWERS AND DUTIES:

Subject to the laws of the State, this Code, and any other ordinances and resolutions of the Village, the Commission shall have the following powers and duties:

- F. To hold public hearings, review applications, conduct advisory review conferences, and make recommendations regarding the designation and withdrawal of designation of landmarks and historic districts and the alteration or demolition of such landmarks and historic districts, and to issue decisions or make recommendations to the Village Board, as directed by this Title, regarding the issuance of certificates of appropriateness and certificates of economic hardship for such actions.

Chapter 3 LANDMARK AND HISTORIC DISTRICT DESIGNATION

14-3-3: PUBLIC HEARING:

Following the proper filing of a complete application for nomination of a landmark or historic district, a public hearing on the application shall be set, noticed and conducted in accordance with the provisions contained in chapter 1 of this title. Such hearing shall be commenced not later than ~~ninety (90)~~sixty (60) days following the filing of a complete application and may be continued upon request or consent of the applicant. (Ord. O2001-12, 3-6-2001)

14-3-11: FINANCIAL INCENTIVES:

The following incentives are available subject to application and conformance with program requirements as established by the Village Manager:

- A. All public hearing and other fees related to designation shall be waived for applicants seeking a landmark designation.
- B. All public hearing, building permit and other Village fees related to zoning or other approvals needed shall be waived for applicants seeking to perform rehabilitation, repair or restoration on a designated historic landmark or on contributing buildings or structures located in a historic district. Prior application is required. Application and public hearing processes seeking approvals related to rehabilitation, repair or restoration on a designated historic landmark or on contributing buildings or structures located in a historic district shall be expedited to the extent possible by the Commission, the Village Board, and other applicable Village boards, committees and commissions. Such expedited processes shall include, when appropriate, the calling of special meetings of the Commission, the Village Board and other applicable Village boards, committees and commissions.
- C. The application and public hearing process seeking to designate a structure, building, or site as a landmark, or an area as an historic district, shall be expedited to the extent possible by the Commission and Village Board. Such expedited

processes shall include, when appropriate, the calling of special meetings of the Commission, the Village Board and other applicable Village boards, committees and commissions.

D. Commencing on January 1, 2021, and subject to compliance with program requirements to be developed by the Village Manager, the Village portion of the real estate property taxes received by the Village on landmarked structures or on contributing buildings or structures within a historic district shall be rebated to the property owner or their designee upon application to the Village for so long as this subsection remains in effect.

E. Historic landmarks and contributing buildings or structures within a historic district are, subject to application and approval by the Village Board, and available funding, eligible for matching funds from the Village's Historic Façade Improvement Rebate Program for improvements made to street-facing facades.

F. Notwithstanding anything else in this Code or the Village's Zoning Code, and subject to no objections having been received by the Village from adjacent neighbors following a mailing regarding the proposed building modifications, the following relaxed bulk and other zoning requirement standards shall apply to landmarked properties within the Village:

1. Landmarked properties shall be exempt from Floor Area Ratio (FAR) requirements; and

2. Landmarked properties in the below-specified zoning districts are subject to the following relaxed rear yard setback requirements in lieu of those set forth in the Zoning Code:

Rear:

	R-1	R-2	R-3	R-4
(a) Corner lot	10% of lot depth, min. 15'	10% of lot depth, min. 15'	15'	15'
(b) Interior lot	25'	25'	15'	15'

G. Consultation with Village staff at no cost is available concerning additional Federal, State and County incentives that may be available for eligible properties.

Chapter 5
CERTIFICATE OF APPROPRIATENESS

14-5-1: REQUIRED:

- B. Historic District: No alteration shall be allowed to, and no permits shall be issued for, the alteration, demolition, signage, or any other physical modifications of the exterior architectural appearance of any structure, building, site, or area located in a designated historic district without the prior issuance of a certificate of appropriateness in accordance with the procedures and criteria specified in this chapter. the rendering of a final decision by the commission on an application for a certificate of appropriateness. The final decision of the eCommission or Village Board shall be advisory only.

14-5-4: REVIEW OF APPLICATION:

A. Review Of Formal Application:

1. Public Meeting If No Demolition, Relocation or Removal: After the filing of a properly completed formal application for a certificate of appropriateness that does not include any request for demolition, relocation or removal, the eCommission shall conduct a public meeting on the application. Notice of the meeting shall be given in accordance with section 14-1-4 of this title. The meeting shall be commenced, conducted and concluded, and a decision on the certificate of appropriateness issued by the Commission, within ninety (90) days after the properly completed formal application has been filed, unless such time is extended by agreement of the applicant. Unless such time is extended by agreement of the applicant, the failure by the Commission to conclude the meeting or render a decision within ninety (90) days shall be deemed approval by the Commission of the certificate of appropriateness.

2. Public Hearing If Demolition, Relocation, Or Removal: After the filing of a properly completed formal application for a certificate of appropriateness that includes a request for demolition, relocation, or removal, the eCommission shall conduct a public hearing on the application. Notice of the hearing shall be given in accordance with section 14-1-4 of this title, and the hearing shall be conducted in accordance with section 14-1-5 of this title. The hearing shall be commenced, conducted and concluded and a recommendation on the certificate of appropriateness made by the commission to the Village Board, within ninety (90) days after the properly completed formal application has been filed, unless such time is extended by agreement of the applicant. Failure by the Commission to conclude the hearing or make a recommendation to the Village Board shall be deemed a recommendation by the Commission to approve the certificate of appropriateness, and the application shall move on to the Village Board for consideration. (Ord. O2002-37, 6-18-2002)

- B. Review Of Preliminary Applications: The filing of a preliminary application is discretionary. Following the proper filing of a complete preliminary application, the village manager shall cause such application to be on the agenda of the next regular commission meeting after the date of its filing. The eCommission shall, not later than the first regular commission meeting after the preliminary application has been referred to it, commence and conclude its review of the preliminary application.

The purpose of such review shall be to broadly acquaint the eCommission with the applicant's proposal and to provide the applicant with any preliminary views or concerns that members of the eCommission may have at the time in the process when positions are still flexible and adjustment is still possible and prior to the time when the applicant is required to expend the funds necessary to prepare the complete documentation required for a formal application.

At the meeting at which the preliminary application is considered, any member of the eCommission may make any comments, suggestions or recommendations regarding the preliminary application deemed necessary or appropriate by that member; provided, however, that no recommendation shall be made, and no final or binding action shall be taken, with respect to any preliminary application by the Commission. Any views expressed in the course of the Commission's review of any preliminary application shall be deemed to be only preliminary and advisory and only the individual views of the member expressing them. Nothing said or done in the course of such review shall be deemed to create, or to prejudice, any rights of the applicant or to obligate the Commission, or any member of it, to approve or deny any formal application following full consideration thereof as required by this Title. Applications by the Village shall not be subject to the provisions of this subsection. (Ord. O2000-7, 4-18-2000, eff. 5-1-2000)

14-5-5: DECISION OF THE COMMISSION ON APPLICATIONS NOT INVOLVING DEMOLITION, RELOCATION OR REMOVAL:

- A. Approval: If the application is approved without conditions, the Commission shall issue the certificate of appropriateness permitting the Building Commissioner to proceed with other required reviews and approvals. The Commission shall notify the applicants of its decision within thirty (30) days after the close of the public hearing.
- B. Approval With Conditions: If the application is approved with conditions, the Commission shall notify the applicant in writing and shall specify the conditions to be imposed and the reasons therefor in light of the criteria applicable to this Chapter. If the applicant notifies the Commission in writing that the conditions are acceptable, or if the applicant does not appeal the approval with conditions within the prescribed period of time, the Commission shall issue the certificate of appropriateness, subject to the conditions. If the Commission issues an approval of a certificate of appropriateness not involving a demolition, relocation or removal for a structure, building, site, or area within a designated historic district, with conditions, and the

applicant does not agree to such conditions, such conditions are merely advisory and shall not prohibit an applicant from proceeding with the proposed course of action within the historic district upon receiving all other required approvals and permits therefor.

- C. Denial: If the application is denied, the Commission shall notify the applicant in writing and shall specify the particulars in which the application is inconsistent with the criteria applicable to this Chapter. If the Commission issues a denial of the certificate of appropriateness, no alteration shall be permitted to proceed, and no permits shall be issued for, the proposed alteration, demolition, signage, or any other physical modifications of, the designated landmark. If the Commission issues a denial of a certificate of appropriateness not involving a demolition, relocation or removal for a structure, building, site, or area within a designated historic district, such denial is merely advisory and shall not prohibit an applicant from proceeding with the proposed course of action~~alteration, demolition, signage or any other physical modifications the structure, building, site, or area~~ within the historic district upon receiving all other required approvals and permits therefor.
- D. Validity: A certificate of appropriateness shall be invalid if the plans approved by the Commission are changed, if any conditions of the certificate are not satisfied, or if any building permit issued for the approved work becomes invalid. A certificate of appropriateness shall remain valid for a period of one year. Actions authorized to be taken following a decision on a certificate of appropriateness must be taken within a period of one year following the decision.
- E. Appeal: When a certificate of appropriateness for a designated landmark is denied, or approved with conditions the applicant does not agree to, the applicant may appeal the Commission's decision to the Village Board by filing an appeal in writing to the Village Manager within fifteen (15) days after the applicant is served with notice by personal delivery or certified or registered mail of the Commission's decision. For the purposes of this Section, the date of mailing or delivery shall be the date of service. The Village Board may receive comments on the contents of the record but no new matter may be considered by the Village Board. The Village Board may affirm the decision or recommend changes by a majority vote of the Board after due consideration of the facts contained in the record submitted to the Board by the Commission. The Village Board may overturn the Commission's decision by a majority vote of a quorum of the Village Board. (Ord. O2000-7, 4-18-2000, eff. 5-1-2000)

14-5-6: DECISION OF THE VILLAGE BOARD ON APPLICATIONS INVOLVING DEMOLITION, RELOCATION OR REMOVAL:

- A. Within forty five (45) days following the receipt of the recommendation of the Commission on any request for a certificate of appropriateness involving demolition, relocation or removal, or the Commission's failure to act as above provided in section 14-5-4, the Village Board shall either deny the certificate of appropriateness

or approve the certificate of appropriateness, with or without conditions. The failure of the Village Board to act within forty five (45) days, or such further time to which the applicant may agree, shall be deemed to be a decision denying the application for certificate of appropriateness.

B. Approval: If, after receiving a recommendation from the Commission, the application is approved by the Village Board without conditions, the Village shall issue the certificate of appropriateness permitting the Building Commissioner to proceed with other required reviews and approvals.

C. Approval With Conditions: If, after receiving a recommendation from the Commission, the application is approved by the Village Board with conditions, the Village shall issue the certificate of appropriateness permitting the Building Commissioner to proceed with other required reviews and approvals subject to the conditions. If the Village Board issues an approval of a certificate of appropriateness involving a demolition, relocation or removal for a structure, building, site, or area within a designated historic district, with conditions other than a delay for preservation pursuant to Section 14-5-7, and the applicant does not agree to such conditions, such conditions are merely advisory and shall not prohibit an applicant from proceeding with the proposed course of action within the historic district upon receiving all other required approvals and permits therefor. Delays for preservation imposed pursuant to Section 14-5-7 are not advisory, and must be adhered to.

D. Denial: If, after receiving a recommendation from the Commission, the application is denied by the Village Board, the Village Board shall notify the applicant in writing and shall specify the particulars in which the application is inconsistent with the criteria applicable to this Chapter. If the Village Board issues a denial of the certificate of appropriateness, no alteration shall be permitted to proceed, and no permits shall be issued for, the proposed demolition, relocation or removal. If the Village Board issues a denial of a certificate of appropriateness involving a demolition, relocation or removal for a structure, building, site, or area within a designated historic district however, such denial is merely advisory and shall not prohibit an applicant from proceeding with the proposed course of action. Notwithstanding the foregoing, delays for preservation imposed pursuant to Section 14-5-7 are not advisory, and must be adhered to.

E. Validity: A certificate of appropriateness issued pursuant to this section shall be invalid if the plans approved by the Village Board are changed, if any conditions of the certificate are not satisfied, or if any building permit issued for the approved work becomes invalid. Actions authorized to be taken following a decision on a certificate of appropriateness must be taken within a period of one year following the decision.

14-5-7: DELAY OF ISSUANCE OF PERMIT:

A. Delay for Preservation.

1. In cases involving demolition, relocation or removal of a landmarked structure, building or site, or involving demolition, relocation or removal of a structure, building or site within a historic district, the Village Board may order that permits for demolition, relocation or removal upon approval of a certificate of appropriateness be delayed for up to one hundred and eighty (180) days to afford an opportunity to find alternatives to the proposed action.

2. The delay order shall be issued to the applicant and owner, with a copy to the Director, and shall identify and evaluate the structure's historical or architectural significance, propose preservation alternatives and relevant planning considerations based on such evaluation, encourage interest in and understanding of preservation in the whole of the Village as it may be applicable to the demolition, relocation or removal permit request under review, and encourage and provide means of communication and exchange of views between the applicant and the occupants of properties within two hundred fifty (250) feet of the subject property.

3. The Village Board shall determine its recommendations for saving the structure, building or site and transmit them in writing to the applicant, and attempt to work out a mutually satisfactory solution. A copy of the Village Board's recommendations shall be forwarded to the Building Commissioner and to the Commission.

4. The delay order may include a request for a conference with the applicant. Any delay by the applicant in complying with such request shall be added to the delay period allowed in this section.

5. The delay order may include a requirement that the applicant market the property with a public real estate listing that includes specific references to the incentives listed in Section 14-3-11, where applicable, as well as any other incentives offered by the Village as an alternative to demolition.

B. Delay for Public Convenience and Safety. The Director of Public Works may order that the issuance of a demolition permit be delayed if the proposed schedule for the demolition will interfere with previously scheduled works in the public rights-of-way in the immediate vicinity of the subject property, or if the Director of Public Works determines that delay is necessary to prevent undue congestion and noise impacts in the neighborhoods when the traffic or noise from the proposed demolition combined with traffic or noise from previously scheduled public works projects in the immediate neighborhood.

C. Emergency Delay. The Village reserves the right to delay the issuance of a demolition permit in the event of an emergency if the Village Manager determines that

the demolition work will delay or otherwise interfere with the Village's response to the emergency.

D. Administrative Delay. The Building Director may delay the issuance of a demolition permit for up to sixty (60) days if one or more building or demolition permits for primary structures have been approved for properties, for which work is continuing, on either side of the right-of-way block face and/or alley along which the property is located, or if the Building Director determines that a delay is necessary to prevent undue congestion and noise impacts in the neighborhood.

E. Duration of Delay. The delays authorized by subsections B and D of this Section shall begin no earlier than the date of the Board of Trustee's final determination of historic and architectural impact. The delays authorized by this section shall be promptly terminated when the conditions giving rise to the delay cease to exist, provided that, in no instance shall a delay authorized by subsection A exceed one hundred and eighty days (180) or a delay authorized by subsection D of this section exceed sixty (60) days.

14-5-810: PENALTIES:

Any person who undertakes or causes an alteration, construction, demolition, or removal of any nominated or designated landmark without a certificate of appropriateness shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00). Any person who undertakes or causes an alteration, construction, demolition, or removal of any structure, building, site, or area within a nominated or designated historic district without having obtained a final decision from the Commission or Village Board on a certificate of appropriateness application shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00). Every day such violation shall continue to exist shall constitute a separate violation. In addition to such penalties, the Village may institute any appropriate action or proceeding to enjoin, correct or abate any violation of this Title. (Ord. O2000-7, 4-18-2000, eff. 5-1-2000)



119

MEMORANDUM

DATE: July 16, 2020
TO: President Cauley and the Village Board of Trustees
FROM: Heather Bereckis, Superintendent of Parks & Recreation
RE: June Staff Report

The following is a summary of activities completed by the Parks & Recreation Department during the month of June.

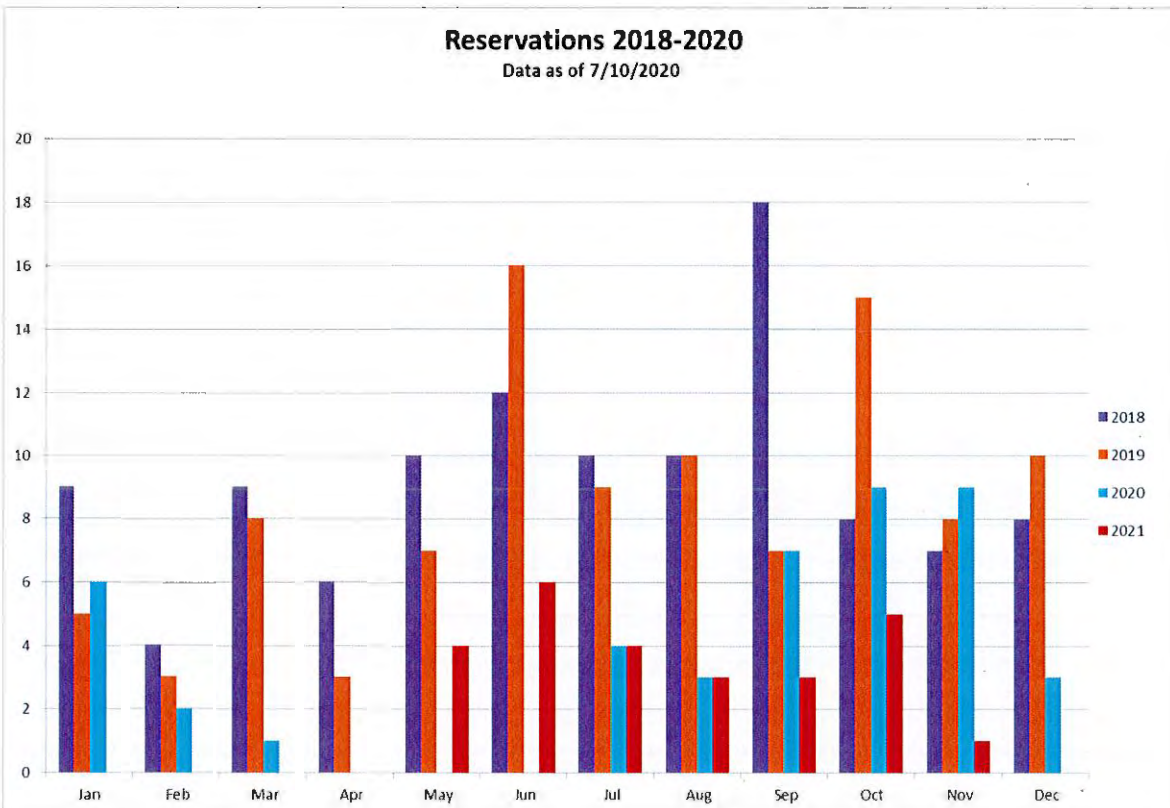
The Lodge at KLM Park

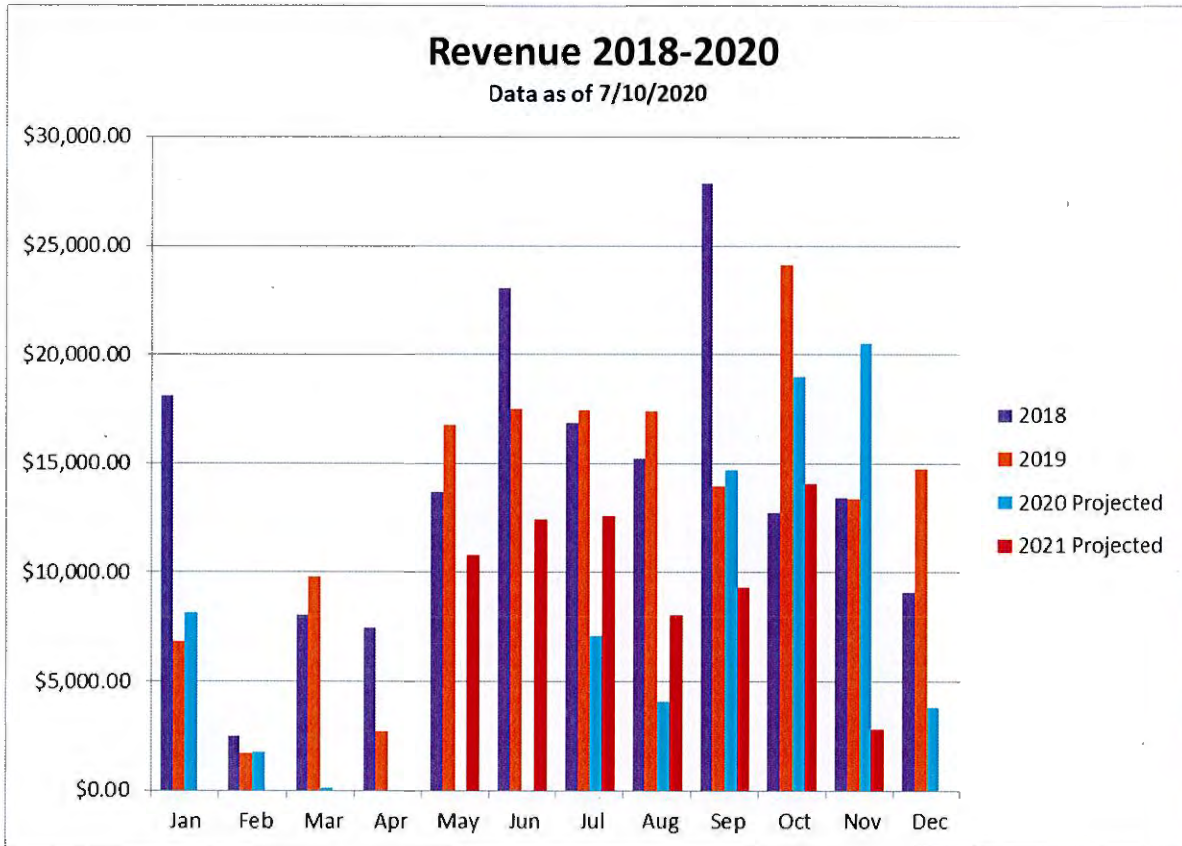
Preliminary gross rental and catering revenue for the calendar year-to-date is \$10,525. There was no rental revenue for the sixth month of the 2020 calendar year due to closure of the facility during the COVID-19 pandemic. Expenses are down significantly, however two of the five staff members continue to work in a lesser capacity to rebook rentals and manage marketing for future months. Most rentals are willing to rebook, with the exception of those that can't at this time (baby showers for example). The Lodge reopened for tours as of June 1st, and the first event since March will take place on July 18th; an outdoor wedding ceremony.

REVENUES	June		YTD		Change Over the Prior year	2020 Annual Budget	CY 20 % of budget	2019-20 Annual Budget	FY 19-20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
The Lodge Rentals	\$55,322	\$0	\$63,902	\$10,025	(\$53,877)	\$145,000	7%	\$150,000	43%
Caterer's Licenses	\$11,500	\$0	\$0	\$500	\$500	\$15,000	3%	\$15,000	0%
Total Revenues	\$66,822	\$0	\$63,902	\$10,525	(\$53,377)	\$160,000	7%	\$165,000	39%
EXPENSES	June		YTD		Change Over the Prior year	2020 Annual Budget	CY 20 % of budget	2019-20 Annual Budget	FY 19-20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
Total Expenses	\$11,133	\$2,186	\$69,969	\$25,935	(\$44,034)	\$167,220	16%	\$236,243	30%
Net	\$55,689	(\$2,186)	(\$6,067)	(\$15,410)	(\$9,343)				

The Lodge Gross Monthly Revenues										
Month	2011/12 FY	2012/13 FY	2013/14 FY	2014/15 FY	2015/16 FY	2016/17 FY	2017/18 FY	2018/19 FY	2019/20 FY	2020 CY
May	\$ 8,561	\$ 8,801	\$ 16,796	\$ 13,745	\$ 16,000	\$ 12,200	\$ 9,725	\$ 13,675	\$ 16,744	\$ -
June	\$ 11,156	\$ 10,745	\$ 26,818	\$ 17,450	\$ 22,770	\$ 22,845	\$ 12,495	\$ 23,045	\$ 17,494	\$ -
July	\$ 13,559	\$ 9,786	\$ 18,650	\$ 12,909	\$ 27,475	\$ 12,550	\$ 15,000	\$ 16,874	\$ 17,466	
August	\$ 17,759	\$ 18,880	\$ 19,579	\$ 25,350	\$ 24,775	\$ 11,500	\$ 18,555	\$ 15,205	\$ 17,395	
September	\$ 14,823	\$ 14,498	\$ 12,137	\$ 24,510	\$ 15,250	\$ 12,645	\$ 15,410	\$ 27,860	\$ 13,980	
October	\$ 16,347	\$ 15,589	\$ 14,825	\$ 23,985	\$ 25,580	\$ 21,045	\$ 15,180	\$ 12,770	\$ 24,085	
November	\$ 8,256	\$ 11,612	\$ 8,580	\$ 14,724	\$ 14,825	\$ 6,700	\$ 12,500	\$ 13,450	\$ 13,365	
December	\$ 8,853	\$ 10,265	\$ 13,366	\$ 17,290	\$ 17,200	\$ 13,457	\$ 8,125	\$ 9,125	\$ 14,774	
January	\$ 1,302	\$ 4,489	\$ 250	\$ 8,450	\$ 2,850	\$ 4,624	\$ 18,089	\$ 6,855		\$ 8,175
February	\$ 2,301	\$ 6,981	\$ 7,575	\$ 3,120	\$ 2,400	\$ 4,550	\$ 2,495	\$ 1,725		\$ 1,750
March	\$ 2,506	\$ 7,669	\$ 4,245	\$ 6,725	\$ 8,945	\$ 5,944	\$ 8,045	\$ 9,804		\$ 100
April	\$ 2,384	\$ 4,365	\$ 3,600	\$ 12,695	\$ 9,125	\$ 4,300	\$ 7,482	\$ 2,700		\$ -
total	\$ 107,807	\$ 123,680	\$ 146,421	\$ 180,953	\$ 187,195	\$ 132,360	\$ 143,101	\$ 153,088	\$ 135,303	\$ 10,025

The graph below shows the past three years of Lodge revenue and the upcoming years' projections. Future projections are based on what is currently booked. Also included is a graph indicating the number of monthly reservations. Typically events are booked 6-18 months in advance of the rentals; however, if there are vacancies, staff will accept reservations within 5 days of an event. These tracking devices will be updated monthly.





Staff is currently working with the approved marketing plan for the 2019/20 FY, including the addition of Search Engine Optimization (SEO) and progressive marketing through The Knot. The committee is now working on reviewing charges for caterers and single use vendors. Staff is recommending a stub year on vendor licenses, so they align with the new calendar year budget. Vendors would pay six months for 2020 (prorated from eight months due to COVID-19 and facility closure), and then a full 12 months starting in January 2021.

Upcoming Brochure & Activities

Brochure & Programming

The fall brochure will be available to residents beginning July 27th. For the fall/winter session the brochure will be digital only. This is due to the uncertainty still surrounding the COVID-19 pandemic. With the changes made to the summer programming, the print brochure was inaccurate and staff was unable to make changes to it. Instead staff has to recreate a digital brochure with accurate information. For the time being, moving to a digital brochure will not only allow staff flexibility in editing any programs and events that



MEMORANDUM

change, but will also save the village over \$7,000 for the season. Postcards will be mailed to all residences informing them of this change, where to view the brochure, and highlighting important dates.

Summer programs that have been able to run are going well. Most are filled with waitlists at this time. Some vendors are still offering virtual options for those participants that are still hesitant to do in person programming.

Special Events

The first drive-in movie was a huge success; it sold out and a number of positive reviews were shared with the Village afterwards. Future movies will be held in the park again with appropriate social distancing. Staff is currently working on events for July and August, including Christmas In July with Santa, Lunch on the Lawn, and the Get Rec'd Virtual 10k, 5k, kids 1 mile.

Field & Park Updates

Fields/Parks

Rentals for small group soccer and lacrosse began on June 8th, with groups of 50 starting on June 26th. Fields at Burns, Robbins, KLM, and Veeck are being used regularly at this time. The Men's summer softball league started in early July, as well as Hinsdale Little League. Falcon football and St. Isaacs football will begin in late July.

Staff is currently working to book fall fields with local user groups. Hinsdale Little League and AYSO both plan to offer fall leagues this year.

Grant Updates

In August, staff applied for the Open Space and Land Acquisition Development (OSLAD) Grant. On Friday, January 17th, Governor Pritzker announced that Hinsdale was one of 85 recipient of the OSLAD grant. The Village will be awarded \$400,000 for the Community Pool Redevelopment project. Initial funds transfer was indicated to happen on or around May 1st, however this has been delayed due to the pandemic. A new date has not yet been communicated to the Village by the Illinois Department of Natural Resources (IDNR), but staff has been in contact with them and are working towards finalizing the execution documents.

Staff submitted an application on behalf of the Village for the Park and Recreational Facility Construction (PARC) Grant for The Lodge at KLM Park on January 21st. Staff



MEMORANDUM

was notified that the grant had made it through round one of three, in early March. Round two notifications have not yet been made, and are on hold at this time.

Pool Updates

The pool opened for a limited season on June 22nd. The pool is open from 5:15am-10pm for a variety of uses. Lap swim, open swim, wading pool swim, swim lessons, dive lessons and swim team rentals all take place during these hours. Use of the pool is restricted to reservations only, and a max of 100 in the facility during open swim hours. Swim teams are restricted to 48 swimmers at a time. Current revenue for the pool is listed below.

REVENUE TO DATE 7/6/2020	
Swim Club Rentals	\$ 73,348.50
Daily Visits	\$ 19,179.09
Lessons	\$ 23,831.00
	\$ 116,358.59



MEMORANDUM

TO: President Cauley and the Board of Trustees
 FROM: Dan Deeter, PE
 DATE: July 16, 2020
 RE: Engineering June 2020 Monthly Report
 Executive Summary

- **2020 Water Main Project (Phase 1).** John Neri Construction has completed watermain construction east of Garfield Street including under the BNSF railroad. In July, they will complete testing on the east portion to put it into operations and construct the watermain from Garfield to Washington Streets.
- **BNSF Bridge Improvements over I-294.** BNSF will begin shoofly track construction on 08/03/20. Due to train schedules, BNSF track construction will include some night work.
- **IDOT Bridge deck resurfacing – Chicago Avenue over IL Route 83.** The bridge was closed from 06/01/20 – 07/02/20. This maintenance activity has been completed and Chicago Avenue to Clarendon Hills has been re-opened.



MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: July 16, 2020
RE: Engineering June 2020 Monthly Report

The Engineering Division activities include working with the Building Division to complete site inspections, managing Capital Improvement Projects, responding to drainage complaints, and addressing environmental permit obligations. In total, three Engineering employees performed 80 construction site inspections or drainage complaint inspections in June.

Per Hinsdale's combined sewer overflow (CSO) permit #IL0066818, in May 2020 staff submitted one monthly Discharge Monitoring Report (DMR) for each of the Village's four Combined Sewer Overflow (CSO).

The following capital improvement projects and engineering studies are underway:

2020 Watermain Phase 1 Project. (Symonds Drive and Chicago Avenue from Water Plant to Washington Avenue)

Project Scope:

- 12-inch watermain replacement on Symonds Drive and Chicago Avenue from the water plant to Washington Avenue.
- 12-inch watermain replacement under the BNSF tracks from Symonds Drive to the intersection of Chicago Avenue and S. Park Street.

Project Schedule: 06/01/20 – 08/31/20

- 06/02/20 – John Neri Construction mobilizes their equipment.
- 07/08/20 – Construction of the watermain east of Garfield Street is completed including the watermain under the BNSF railroad tracks. Chlorination testing is in progress.
- July 2020 – John Neri will test the east portion of the watermain to put it into operation. They will also construct, test, and put into operation the watermain from Garfield to Washington Streets.



MEMORANDUM

2020 E. Chicago Drainage Project

Project Scope:

- Sewer separation and new storm sewer construction on the 000-blocks of S. Elm Street, Orchard Place, and S. Oak Street.
- Sewer separation and new storm sewer construction to drain the interior of the 000-block between Orchard Place and S. Oak Street.
- New storm sewer construction in Highland Park and underground detention basin construction under the Highland METRA station parking lot.

Project Schedule: 05/26/20 – 08/24/20

- 07/08/20 – H. Linden has completed the construction of water main on Orchard Place, S. Elm Street, and in Highland Park. They have completed the excavation for the underground detention in Highland station parking lot.
- 07/08/20 – Begin road reconstruction on S. Elm Street.
- 07/10/20 – Begin preparation for the StormTrap concrete pad.
- 07/16/20 – Line the existing sanitary sewer from Elm Street to Oak Street.
- 07/27/20 – Install storm sewer in S. Oak Street backyards.
- 07/27/20 – Pave Orchard and Elm Streets.
- 08/11/20 – StormTrap to be delivered and placed in the Highland parking lot. Connection to the storm sewer, backfill and paving to follow.

The Highland Station parking lot has been closed to the public for the duration of the project. Commuter parking has been relocated to the Veeck Park parking lot.

Chicago Avenue Watermain Phase 2 – Chicago Ave. from Washington to Stough

This project is currently scheduled for completion in 2021. Staff has submitted a grant application for funds from the REBUILD Illinois Fast Track grant. Should the Village receive the grant, then we would have to accelerate the construction to 90-days after grant approval.

Eighth Street Reconstruction

Staff has issued a Request for Proposal (RFP) for engineering services for the design and construction observation for the reconstruction of E. Eighth Street from Garfield Street to County Line Road. This project is part of the Master Infrastructure Plan.



MEMORANDUM

Other Engineering Activities

IDOT bridge surface repairs to Chicago Avenue bridge over IL Rte 83

Project Schedule:

- 04/10/20 – Pre-construction meeting.
- 06/01/20 – Project start.
- 07/02/20 – Project completed. The bridge has re-opened.

IDOT 47th Street Resurfacing

IDOT has provided the Village plans for pavement patching and overlay of 47th Street from County Line Road east to Wolf Road. IDOT currently plans to open bids on this project on 07/31/20.

ComEd Construction

In June 2020, ComEd is directional boring a new cable on N. Stough and N. Quincy Streets from approximately Maple Street to Hickory Street.

BNSF Bridge Improvements over I-294

Walsh Construction continues to prepare the shoofly bridge, abutments, and approaches. BNSF will begin shoofly track construction on 08/03/20. **Due to train schedules, BNSF track construction will include some night work.**

The Tollway has a live camera view of the construction at:

<https://www.illinoistollway.com/projects/tri-state/bnsf-bridge>

Tollway/BNSF Sewer By-Pass Replacement

The Tollway's sub-contractor has completed the replacement of the Village's 42-inch brick by-pass sewer north of Veeck Park with 42-inch reinforced concrete pipe. The Tollway will line the remaining portion of the by-pass sewer north of Highland Road. This sewer carries excess combined sewer flows from a junction chamber at the intersection of County Line Road and Highland Road to the Veeck Park Wet Weather Facility (WWF). These improvements, funded by the Tollway through the Intergovernmental Agreement, will reduce the number of loose bricks obstructing the WWF operations and extend the operational life of the by-pass sewer line for at least 50 years.

Cleaning and inspection of the brick sewer has been completed. The Village is awaiting news on when the Tollway's lining sub-contractor will line

Tollway/Flagg Creek Water Reclamation District (FCWRD) Interceptor Relocation

As part of the Tri-State Tollway Improvements, the FCWRD interceptor must be relocated to allow for the Tollway expansion. This relocation will occur in the Tollway right of way (ROW) from I-55 to Ogden Avenue. Shoulder closures and work zone speed limits will be put in place on I-294 in the impacted area beginning last April 2020. The work will proceed from south to north. Relocations which impact the Village of Hinsdale (in the vicinity of Mills Street) is not expected to occur until Fall of 2020.

2020 Nicor Plans

Nicor has notified Staff that they may retire (replace) some segments of their "bare steel" gas system in Hinsdale in 2020. These segments include:

- 1-1/2" steel gas main on Chicago Avenue from Clay Street heading east about 250 feet.
- 4" steel gas main on Grant Street from the south side of Chicago Street to about 170 feet north of the north right-of-way line of Chicago Street.
- 2" steel gas main at the end of Clay Street south of Eighth Street.
- 2" steel gas main on Grant Street from 57th Street heading north about 600 feet.

State and Federal Funding Opportunities A summary of the Grant Funds awarded or applied for by the Village of Hinsdale is attached.

Veeck Park Wet Weather Facility
Hinsdale, Illinois

Date	Overflow Ht. Above Weir (feet)	Precipitation (inches of water)	
06/01/20			
06/02/20			
06/03/20		0.06	
06/04/20		0.14	
06/05/20			
06/06/20			
06/07/20			
06/08/20			
06/09/20		0.38	
06/10/20		0.12	
06/11/20			
06/12/20		0.01	
06/13/20			
06/14/20			
06/15/20			
06/16/20			
06/17/20			
06/18/20			
06/19/20			
06/20/20		0.53	
06/21/20			
06/22/20		1.22	
06/23/20		0.01	
06/24/20		0.09	
06/25/20			
06/26/20		0.92	
06/27/20			
06/28/20			
06/29/20		1.11	
06/30/20			
		June	YTD
Total Precipitation in June:		4.59	23.67
Departure from Normal:		1.14	7.15
		133%	143%

Notes:

1. Rain data from USGS Rain Gauge at 22nd Street/Salt Creek, Oak Brook

Village of Hinsdale

Source	Program	Purpose	Funds Available	Amount
Illinois Commerce Commission	Crossing Safety Improvement Program	Oak Street Bridge - 60% Funding	2015 Capital Budget	\$ 4,240,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Effective January 1, 2011	\$ 825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction	50/50 Reimbursement	\$ 395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 8/20	\$ 680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	\$ 1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	\$ 300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	\$ 340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	\$ 389,540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Upon Project Completion	\$ 150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	\$ 3,830,000
IDNR	OSLAD	Improvements to KLM	Awarded	\$ 150,000
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	Loan docs received 7/05/11	\$ 444,160
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	Loan docs received 8/16/11	\$ 3,728,196
West Suburban Mass Transit	Car Sale Proceeds	Highland Parking Lot	2/3 reimbursement	\$ 100,000
IDOT	Federal Highway Bridge Program	Oak Street Bridge Phases II & III	IDOT local agency agreem't	\$ 5,904,514
Illinois Dept of Transportation	Surface Transportation Program (STP)	Garfield Street (Chicago Ave. - 55th) resurfacing (letting Jan 2019)	70% SPT match	\$ 807,000
			30% local match	
Illinois Dept of Transportation	Surface Transportation Program (STP)	Chicago Ave (H. Rte 83 - Garfield) resurfacing (letting Jan 2020)	70% SPT match	\$ 760,000
			30% local match	
Illinois Dept of Natural Resources	OSLAD	Renovation of pool		\$ 400,000
IDOT	Rebuild Illinois Bond Funds	Street construction/reconstruction	Six disbursements of	\$ 1,108,241
			\$184,706.76 over 3 years	
Total				<u>\$ 25,713,550</u>

**Village of Hinsdale
Grant Applications Under Consideration**

Source	Program	Purpose	Status	Amount
IDNR	PARC	Renovation of KLM lodge to improve ADA accessibility	75% SPT match 25% local match	\$ 2,500,000
DCEO	Rebuild Illinois Fast Track Public Infrastructure Grant	Public infrastructure projects that can begin construction within 90 days	Application submitted 05/19/20.	\$ 2,478,202
Total				<u>\$ 4,978,202</u>



DATE: June 19, 2020

TO: Thomas K. Cauley, Village President
Village Board of Trustees
Kathleen A. Gargano, Village Manager

FROM: John Giannelli, Fire Chief

RE: Executive Summary - Fire Department Activities for May 2020

In summary, the Fire Department activities for May 2020 included responding to a total of **162** emergency incidents. There were **50** fire-related incidents, **66** emergency medical-related incidents, and **46** emergency/service-related incidents.

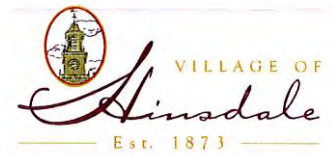
This month, the average response time from receiving a call to Department crews responding, averaged **1** minute and **18** seconds. Response time from receiving a call to Department crews arriving on the scene was **4** minutes and **39** seconds.

In the month of May, there was **no** dollar loss due to fires. Members assisted Clarendon Hills and Western Springs on various calls.

In the month of May, Chief Giannelli covered short shifts due to shift staffing shortages. The total hours covered were **16**, thereby saving the Village an estimated **\$960** in overtime.

Chief Giannelli and AC McElroy attended weekly phone in MABAS 10 Chief's, DuPage Chief's, and DUCOMM meetings. The Chiefs attended weekly calls with the Illinois Department of Public Health along with Hinsdale and LaGrange Hospital Administration.

Members drove by 59 resident's homes for birthday celebrations.



Emergency Response

In **May**, the Hinsdale Fire Department responded to a total of **162** requests for assistance, for a total of **916** responses this calendar year. There were **27** simultaneous responses and **four (4)** train delays this month. The responses are divided into three basic response categories (Fire, Ambulance, and Emergency):

<i>Type of Response</i>	<i>May 2020</i>	<i>% of Total</i>	<i>Three Year Average May 2017-2018-2019</i>
Fire: (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	50	31%	54
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	66	41%	117
Emergency: (Includes calls for leaks and spills, hazardous material response, power lines down, carbon monoxide alarms, trouble fire alarms, house lock outs, elevator rescues, and other service related calls)	46	28%	49
Simultaneous: <i>(Responses while another call is on-going. Number is included in total)</i>	27	17%	37
Train Delay: <i>(Number is included in total)</i>	4	2%	2
Total:	162	100%	220

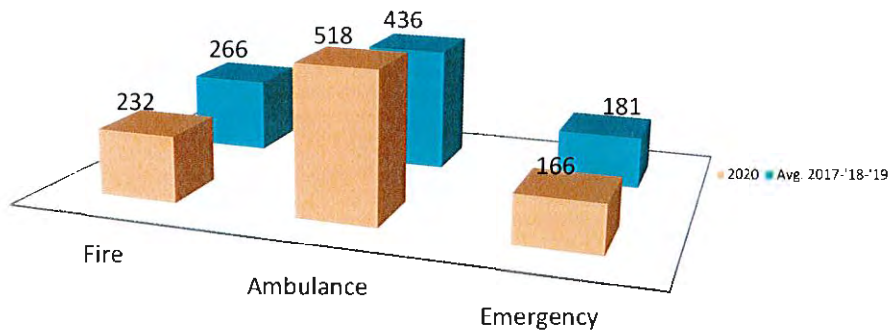
Year to Date Totals

Fire:	232	Ambulance:	518	Emergency:	166
2020 Total:	916	2017-18-19 Average:			883

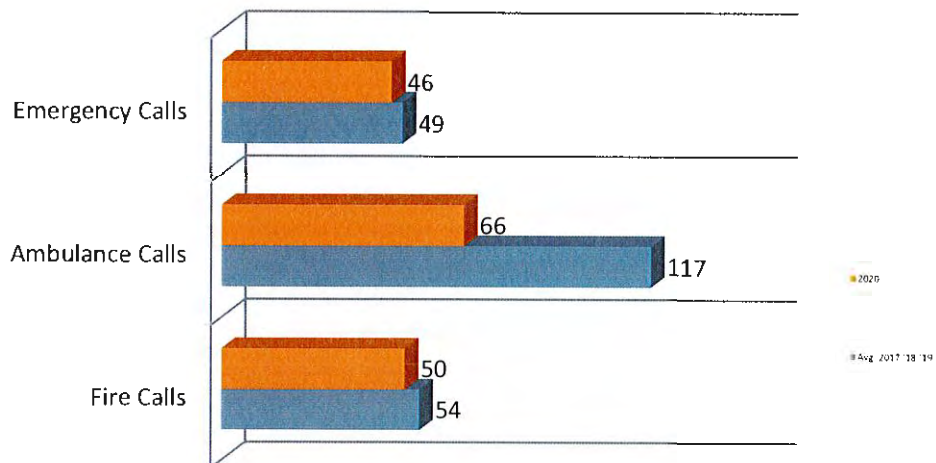


Emergency Response

Type of Responses Year to Date



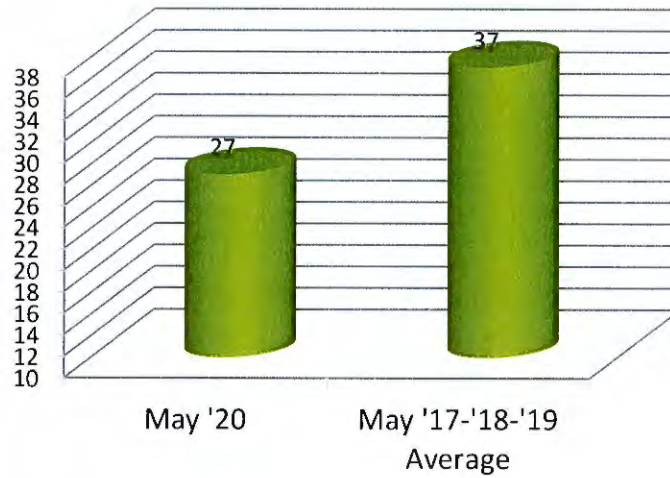
Total Calls for May



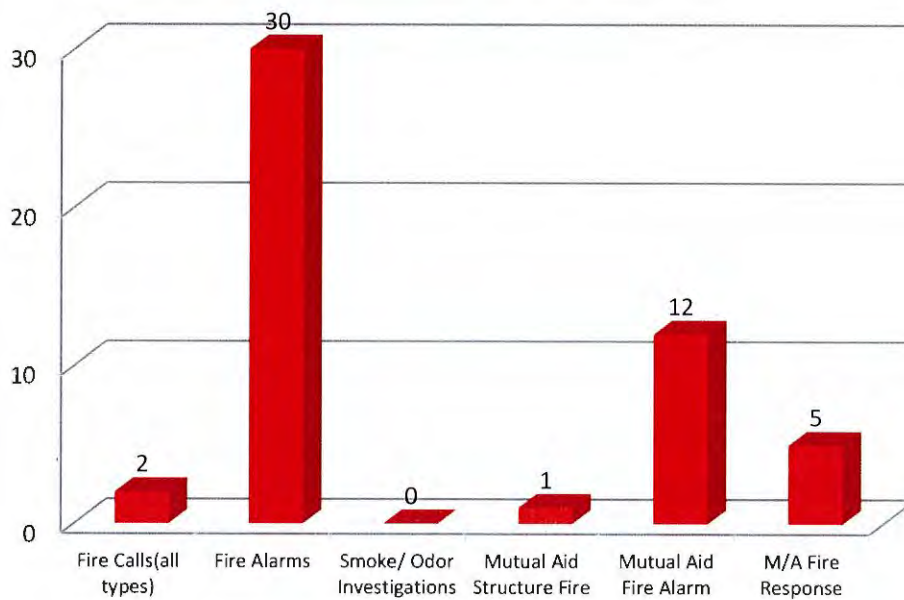


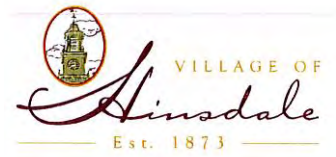
Emergency Response

Simultaneous Calls



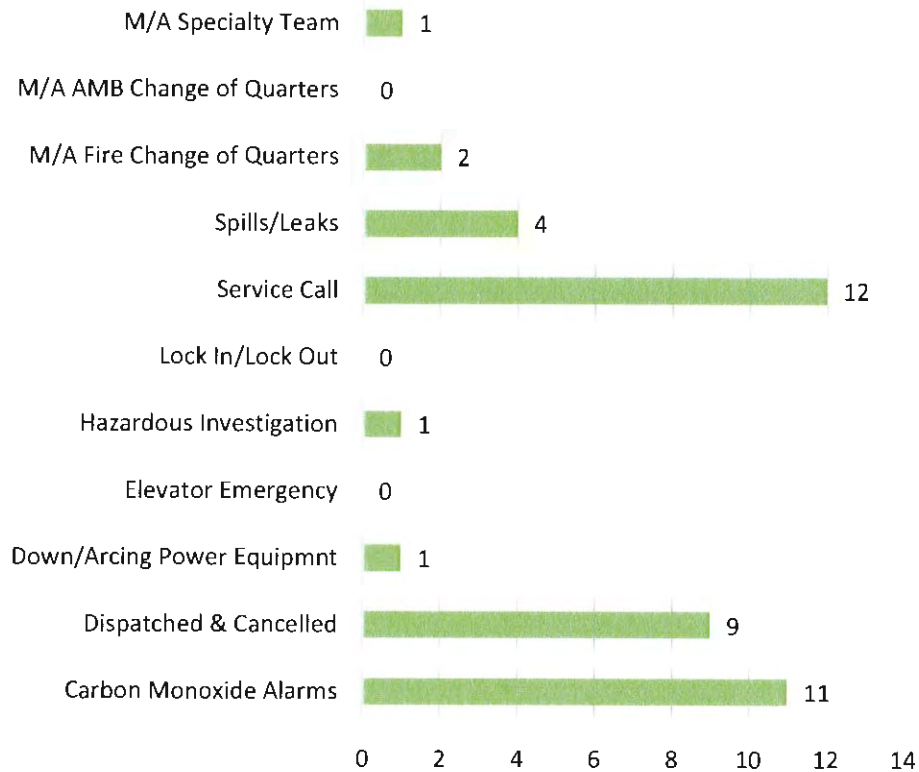
Distribution of Fire Related Calls



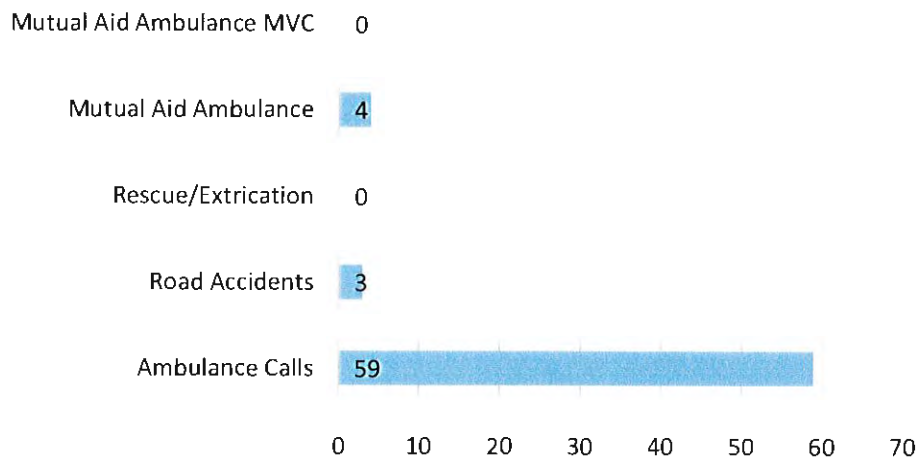


Emergency Response

Distribution of Emergency Related Calls

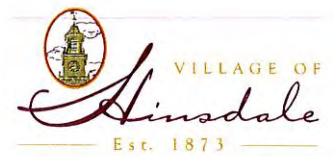


Distribution of EMS Related Calls





Hinsdale Fire Department – Monthly Report
May 2020



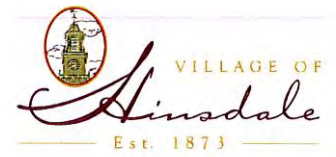
Incidents of Interest

Call #

- 20-0765** – Medic 84, Medic 85, and Engine 85 responded for the full arrest. Aggressive Advanced Life Support interventions were conducted that resulted in the return of a pulse and blood pressure in the patient. M84 transported the patient to Hinsdale Hospital for transfer of care. The patient was delivered to the ER staff with an intact pulse and blood pressure.
- 20-0796** – Members of Engine 84, Tower 84, and Medic 84 responded to the report of an outside fire at 414 N. Vine St. Upon arrival the sub frame of the resident’s barbecue grill was found to be burning. An extinguisher was used to put out the fire and no fire extension was made into the home.
- 20-0833** – Members and Engine 84 responded for the structure fire in Pleasantview at 6 Tanglewood Court. Members assisted with overhaul of the 1st and 2nd floors.
- 20-0874** – FF/PM Wilson responded to Argonne National Laboratory for the Hazardous Materials Team call out. Once on-scene he assumed the role of HazMat command and coordinated testing and stabilization of the involved area. FF/PM Wilson compiled reports from several team members following the call and submitted them to Argonne Fire Department.
- 20-0899** – Members and Engine 85 responded to 401 W. 55th St., Clarendon Hills for the truck fire. On arrival, E85 accessed a hydrant and supplied water to Clarendon Hills’ truck. Crew members also assisted with extinguishment and overhaul.



Hinsdale Fire Department – Monthly Report May 2020



Training/Events

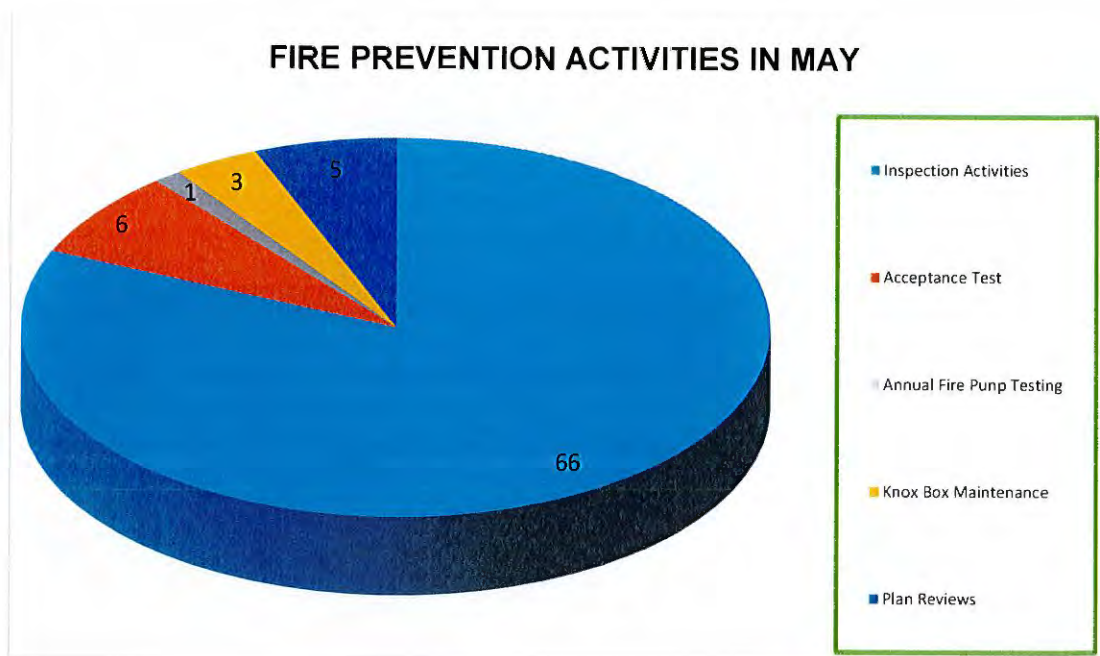
In addition to the daily training in EMS, Technical Rescue, Hazardous Materials, Firefighting, and vehicle checks, members completed the following specialized training:

- FF/PM Schaberg coordinated the install of a Starcom digital radio on E84.
- FF/PM Smith relayed daily announcements regarding COVID-19 to Village Officials as part of his EMA responsibilities.



Public Education

The fire prevention bureau is responsible for conducting a variety of activities designed to educate the public, to prevent fires and emergencies, and to better prepare the public in the event a fire or medical emergency occurs.



Fire Prevention/Safety Education

- No Occupancy Inspections were completed due to the pandemic.
- Inspection activities of Village Properties were completed using social distancing.
- Bureau worked closely with contractors attempting to complete Parking Garage.
- Increase of Fire Alarm Inspections is due to issues at Hinsdale Hospital. We have been working through their maintenance department and their fire alarm provider. Compliance has been hampered by their staffing issues due to the pandemic.



Hinsdale Fire Department – Monthly Report May 2020



Inspection Activities

May 2020 had a total of 81 Fire Inspection Activities:

Inspections 58

- Initial (18)
- Fire Alarm (37)
- Fire Pump (2)
- Sprinkler (1)

Acceptance Test 6

- Fire Alarm (1)
- Sprinkler (5)

Plan Reviews 5

- Fire Alarm (1)
- Sprinkler (2)
- General (2)

Consultation 8

- Fire Alarm (3)
- General (4)
- Fire Protection (1)

Annual Fire Pump Test 1

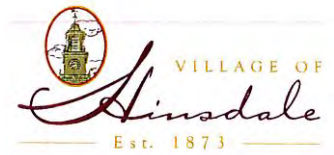
Knox Box Maintenance 3

There was \$105.00 of inspection fees forwarded to the Finance Department for the month of May.

The total inspection fees forwarded to the finance department for the 2020 calendar year total year to date (YTD) is \$12,185.00.



Hinsdale Fire Department – Monthly Report
May 2020



Inspection Activities (continued)

May 2020 had a total of 63 Fire Inspection (Test Activities):

The Bureau completed the following test inspections in the addition to the inspections above using the iPad. The checklists created have now been tested and the system is accepting information imputed. This process will be going live in June.

Inspections 23

- Initial (8)
- Fire Alarm (1)
- Fire Pump (1)
- Sprinkler (6)
- Kitchen Suppression (2)
- Occupancy (3)
- Special (2)

Re-inspections 4

Acceptance Test 16

- Fire Alarm (4)
- Sprinkler (3)
- Kitchen Suppression (4)
- Fire Pump (3)
- Alarm Test (2)

Annual Fire Pump Test 2

School Safety Drills 13

- Inspections (3)
- Lock Downs (3)
- Fire Drills (4)
- Severe Weather (3)

Knox Box Maintenance 3

Legal Notice 2