

**VILLAGE OF FRANKFORT – PUBLIC HEARING MEETING
AGENDA**

**Monday, October 2, 2023
6:45 P.M.**

**Village Administration Building
Village Board Room
432 W. Nebraska Street, Frankfort, IL**

Public Hearing: Proposed Amendment to Annexation Agreement dated November 10, 2003, between the Village of Frankfort and Jerry and Terri Warning

**VILLAGE OF FRANKFORT – REGULAR MEETING
AGENDA**

**Monday, October 2, 2023
7:00 P.M.**

**Village Administration Building
Village Board Room
432 W. Nebraska Street, Frankfort, IL**

1. Call to Order & Roll Call
2. Pledge of Allegiance
3. Domestic Violence Awareness Month - Proclamation

4. Unanimous Consent Agenda

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a board member so requests, in which event, the item will be removed from the Consent Agenda and will be considered separately.

Motion: *Motion to approve the Consent Agenda as presented.*

A. Approval of Minutes

1. Regular Meeting (September 18, 2023)

B. Approval of Bills

C. Ordinance Amending an Annexation Agreement Between the Village of Frankfort and Jerry and Terri Warning: 23504 S. Harlem Avenue (Waive 1st and 2nd Readings)

D. Plan Commission Report Summary

1. Sparks Coffee Co.: Hickory Creek Market Place, Outlot 1E
(Waive 1st and 2nd Readings)
 - a. Major Planned Unit Development (PUD) Change – Ordinance
 - b. Special Use Permits for Carry-Out Restaurant, Drive-Up Service Windows, Outdoor Seating, and Extended Hours of Operation - Ordinance
2. Ruzich Residence Multiple Variances: 108 Walnut Street – Ordinance
(Waive 1st and 2nd Readings)
 - a. Front Yard Setback Variance
 - b. Side Yard Setback (north) Variance
 - c. Side Yard Setback (south) Variance
 - d. Maximum Lot Coverage Variance
 - e. Impervious Lot Coverage Variance
 - f. First Floor Building Materials Variance

5. Mayor's Report
6. Board Comments
7. Other Business
8. Public Comments
9. Adjournment

OCTOBER 2, 2023

Domestic Violence Awareness Month – Proclamation

October is Domestic Violence Awareness Month. The Crisis Center for South Suburbia is promoting a public awareness campaign for Domestic Violence Awareness Month in October to educate community members about the prevalence of abuse, encourage people to take action to promote social change, and alert victims and survivors to the options and resources that are available to them.

I entertain a motion from the floor to approve a Proclamation declaring October 2023 as “Domestic Violence Awareness Month” in the Village of Frankfort.

Motion: *Move to approve a Proclamation declaring October 2023 as “Domestic Violence Awareness Month” in the Village of Frankfort.*

PROCLAMATION DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, domestic violence is a serious violation of human rights and a widespread issue affecting individuals and families across the globe; and

WHEREAS, the impact of domestic violence extends far beyond the immediate victims, causing profound physical, emotion, and psychological harm to survivors and their communities; and

WHEREAS, every person has the right to live free from fear, abuse, and violence within their homes and relationships; and

WHEREAS, Domestic Violence Awareness Month provides an opportunity to raise public awareness about domestic violence, promote prevention, and support survivors in their journey towards healing and employment; and

WHEREAS, it is our collective responsibility to educate, engage, and empower individuals, organizations, and communities to take a stand against domestic violence; and

WHEREAS, by recognizing the importance of Domestic Violence Awareness Month, we honor the resilience of survivors, remember those who have lost their lives to domestic violence, and commend the efforts of those people and organizations who work tirelessly to help victims break free of the devastating effects of domestic abuse.

NOW, THEREFORE, the Village President and Board of Trustees of the Village of Frankfort, Will and Cook Counties, Illinois, do hereby proclaim October 2023 as Domestic Violence Awareness Month in the Village of Frankfort.

IN RECOGNITION THEREOF, I, Keith Ogle, Village President, have placed my hand and caused the great Seal of the Village of Frankfort to be affixed this 2nd day of October, 2023.

KEITH OGLE
VILLAGE PRESIDENT

ATTEST:

KATIE SCHUBERT
VILLAGE CLERK

VILLAGE OF
FRANKFORT
EST. 1855

**MINUTES OF THE REGULAR FRANKFORT VILLAGE BOARD MEETING
SEPTEMBER 18, 2023**

CALL TO ORDER & ROLL CALL

Mayor Keith Ogle called the regular meeting of the Frankfort Village Board to order at 7:01 P.M. on the 18th day of September, 2023 at the Village Administration Building, 432 W. Nebraska Street, Frankfort, Illinois.

Village Clerk Katie Schubert called the roll. In attendance were Mayor Keith Ogle, Clerk Katie Schubert, Trustees Michael Leddin, Jessica Petrow, Maura Rigoni, Dan Rossi, and Gene Savaria. Also in attendance were Attorney George Mahoney, Attorney Hannah Lamore, Village Administrator Rob Piscia, and Police Chief Leanne Chelepis.

Clerk Schubert announced a quorum of the public body was physically present.

REQUEST FOR ELECTRONIC ATTENDANCE

Village Clerk Katie Schubert reported she received a request from Trustee Adam Borrelli to electronically attend this evening's regular meeting of the Frankfort Village Board.

After being duly identified via a video and audio platform, Trustee Borrelli stated he is unable to physically attend the meeting because of employment-related travel.

Mayor Ogle entertained a motion from the floor to permit Trustee Borrelli to attend the meeting electronically.

Trustee Rossi moved, seconded by Trustee Savaria, to approve electronic attendance by Trustee Borrelli.

Clerk Schubert called the roll. Ayes: Trustees Leddin, Petrow, Rigoni, Rossi, and Savaria. Nays: None. The motion carried.

Village Clerk Katie Schubert called the roll following approval of electronic attendance. In attendance were Mayor Keith Ogle, Clerk Katie Schubert, Trustees Adam Borrelli (electronic attendance), Michael Leddin, Jessica Petrow, Maura Rigoni, Dan Rossi, and Gene Savaria. Also in attendance were Attorney George Mahoney, Attorney Hannah Lamore, Village Administrator Rob Piscia, and Police Chief Leanne Chelepis.

PLEDGE OF ALLEGIANCE

Mayor Ogle led the Pledge of Allegiance to the Flag.

APPROVAL OF SPECIAL ORDERS – UNANIMOUS CONSENT AGENDA

All items on the Omnibus Agenda are considered to be routine in nature and are enacted in one motion. There is no separate discussion of these items unless a board member makes a request, in which event, the item will be removed from the Consent Agenda and will be considered separately.

A. Approval of Minutes

1. Regular Meeting (September 5, 2023)

B. Approval of Bills - \$460,434.70

C. Committee of the Whole Report

1. Fiscal Year 2023 Annual Comprehensive Financial Report – Acceptance of Report
Accept the recommendation of the Committee of the Whole and accept the Village of Frankfort's Annual Comprehensive Financial Report for the Fiscal Year ended April 30, 2023.
2. Village of Frankfort Code of Ordinances Amendment - Chapter 50: Solid Waste Collection (Waive 1st and 2nd Readings)
Accept the recommendation of the Committee of the Whole, waive the First and Second Readings, and pass AN ORDINANCE (NO. 3416) AMENDING THE VILLAGE OF FRANKFORT CODE OF ORDINANCES, TITLE V: PUBLIC WORKS, CHAPTER 50, SECTION 50.06 WEEKLY COLLECTION BY VILLAGE, to include the regulation that no refuse, which is to be deposited for collection at any curb, shall be so placed before 6:00 P.M. or sunset, whichever occurs first, on the day prior to the scheduled collection day.
3. Professional Engineering Services Agreement: Downtown Parking Lots – Resolution
Accept the recommendation of the Committee of the Whole and adopt A RESOLUTION (NO. 23-29) AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF FRANKFORT AND ROBINSON ENGINEERING, LTD., for professional engineering and surveying services associated with the design of two parking lots in downtown Frankfort at 11 and 19 N. White Street and 2 Smith Street, in an amount not to exceed \$74,900.00.
4. Jackson Creek Manhole Rehabilitation Project: Bid Award – Resolution
Accept the recommendation of the Committee of the Whole and ADOPT A RESOLUTION (NO. 23-30) AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE VILLAGE OF FRANKFORT AND KIM CONSTRUCTION COMPANY, INC., for the Jackson Creek Sanitary Manhole Rehabilitation Project (Basins 1 & 4), in the amount of \$411,350.00.

5. Wells 11 & 12 Rehabilitation Project: Jackson Creek Park – Resolution
Accept the recommendation of the Committee of the Whole and adopt A RESOLUTION (NO. 23-31) AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF FRANKFORT AND LAYNE CHRISTENSEN COMPANY, for Wells 11 & 12 Rehabilitation, in the amount of \$156,896.00.

Trustee Savaria moved, seconded by Trustee Petrow, to approve the Unanimous Consent Agenda.

Following a motion to approve, Trustees Leddin, Petrow, Rigoni, Rossi, and Savaria presented a brief overview of the consent agenda docket items under consideration for approval.

Prior to the vote, Trustee Rigoni stated that she will be abstaining from line-item C-3, Professional Engineering Services Agreement with Robinson Engineering.

Clerk Schubert called the roll. Ayes: Trustees Borrelli, Leddin, Petrow, Rigoni, Rossi, and Savaria. Nays: None. Abstain (Item C-3): Trustee Rigoni. The motion carried.

MAYOR'S REPORT

- Mayor Ogle commented on the Village receiving the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association (GFOA) for its annual comprehensive financial report for the past 34 consecutive years. It is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.
- Mayor Ogle entertained a motion from the floor to support Rail Safety Week with a proclamation.

Trustee Petrow moved, seconded by Trustee Rigoni, to approve the Proclamation declaring September 18 through September 24, 2023, as “Rail Safety Week” in the Village of Frankfort.

Clerk Schubert called the roll. Ayes: Trustees Borrelli, Leddin, Petrow, Rigoni, Rossi, and Savaria. Nays: None. The motion carried.

- Mayor Ogle announced Cruisin’ Frankfort will end its season on Monday, September 25.
- Mayor Ogle invited the community to join the Frankfort Police Department for “Country Market with a Cop” on Sunday, September 24, from 10:00 A.M. to 11:30 A.M., in downtown Frankfort.
- Mayor Ogle encouraged the community to attend the second annual Scary at the Prairie 5K Costume Run & Spooky Sprint on Saturday, October 21, at 10:30 A.M. On-line registration is available at www.raceroster.com.

- Mayor Ogle announced the annual “Safety Trunk or Treat” event will take place on Saturday, October 28, from 10:00 A.M. to 1:00 P.M. in downtown Frankfort.
- Mayor Ogle congratulated Lincoln-Way East seniors Riley Drzewiecki and James Legno who were named semifinalists in the prestigious 69th annual National Merit Scholarship Program.
- Mayor Ogle wished the Hickory Creek girls softball team the best of luck at the 2023 IESA Girls Softball State Finals which begin this Friday, September 22, in Normal, Illinois.
- Mayor Ogle congratulated Frankfort 157-C Board of Education for receiving the 2023 School Governance Recognition designation from the Illinois Association of School Boards. He also congratulated Edith Lutz, 157-C School Board President, for earning the Distinguished Merit Award.

BOARD COMMENTS

Clerk Schubert announced the next Village Board meeting will be held on Monday, October 2, at 7:00 P.M., and advised that the board will return to business attire.

Trustee Leddin congratulated Finance Director Jenni Booth, Administrator Rob Piscia, and the whole team on this year’s audit report, applauding the Village for receiving a “clean” opinion and Certificate of Achievement for Excellence in Financial Reporting for the past 34 years.

Trustee Savaria echoed Trustee Leddin’s comments regarding the audit report, and he congratulated Lincoln-Way East students Riley and James on their academic achievement.

Trustee Rigoni gave a special shout out to Village staff for their work following Fall Fest and commented on how fast the downtown was back in order. She wished her son a happy 14th birthday.

Trustee Petrow recognized Director Booth, staff, and fellow board members for the Village’s continued success in financial excellence. She encouraged residents to review the audit documents on the Village website. She concluded by encouraging youth to participate in the Scary at the Prairie 5K Costume Run & Spooky Sprint.

Trustee Borrelli had no comment.

Trustee Rossi also congratulated Director Booth and staff for their efforts with the audit. He encouraged residents to attend Lincoln-Way East Music Department’s “Homecoming Cabaret” on September 22 and September 23. Visit lw210.org for more information.

OTHER BUSINESS

There were no other items of business for discussion.

PUBLIC COMMENT

Mike McCarey, President of the Frankfort Park District, gave a brief report on upcoming events and programs, announced the park district's recent award, and reported the community will be asked for feedback regarding the replacement of the Fort Frankfort playground.

ADJOURNMENT

Hearing no further business, Trustee Savaria moved, seconded by Trustee Petrow, to adjourn the regular board meeting of Monday, September 18, 2023.

Clerk Schubert called the roll. Ayes: Trustees Borrelli, Leddin, Petrow, Rigoni, Rossi, and Savaria. Nays: None. The motion carried. The meeting adjourned at 7:27 P.M.

Katie Schubert
Village Clerk

As Presented X As Amended ____

____ Keith Ogle, Village President

____ Katie Schubert, Village Clerk

**SCHEDULE OF BILLS
OCTOBER 2, 2023**

FUND RECAP:

DISBURSEMENTS

01 GENERAL CORPORATE FUND	\$ 270,495.14
23 MOTOR FUEL TAX FUND	\$ 662,044.50
31 CAPITAL DEVELOPMENT FUND	\$ 1,595,023.84
62 SEWER & WATER OPER. & MAINT.	\$ 49,744.36
68 SEWER & WATER EXTENSION FUND	<u>\$ 1,096,053.51</u>
 TOTAL ALL FUNDS	 <u><u>\$ 3,673,361.35</u></u>

Draft

The above totals exclude manual checks/credit cards if any. See last page(s) of this report.

INVOICE APPROVAL (BY INVOICE) FOR VILLAGE OF FRANKFORT

POST DATES 10/02/2023 - 10/02/2023

UNPOSTED
OPEN

Invoice Number	Bank Account	Description	Amount
003848 AFFORDABLE CONCRETE RAISING			
96501180	GEN	SIDEWALK REPAIR @OLD N CHURCH	500.00
Total For: AFFORDABLE CONCRETE RAISING			500.00
003976 AIS			
84275	GEN	MONTHLY ONSITE - AUGUST 2023	1,591.25
84276	GEN	REMOTE SUPPORT - AUGUST 2023	213.75
84305	GEN	ANNUAL JUNIPER SWITCH SERVICE AGREEMENT - 2023	580.00
Total For: AIS			2,385.00
004747 ALPHA MEDTHRIFT SCIENTIFIC CO			
0243835-IN	GEN	REPLACEMENT CPR PADZ/ELECTRODES	274.50
Total For: ALPHA MEDTHRIFT SCIENTIFIC CO			274.50
001011 ALSIP NURSERY			
36731	GEN	ANNUALS- 524 CENTER RD MAIL BOX	83.18
36810	GEN	PLANTS	85.36
36812	GEN	PLANTS	39.18
36817	GEN	PLANT FOOD	62.52
36824	GEN	PLANTERS @DOWNTOWN	8,098.92
Total For: ALSIP NURSERY			8,369.16
004347 AMBER MECHANICAL CONTRACTORS			
C015888	GEN	ANNUAL HVAC MAINTENANCE VH	2,377.50
Total For: AMBER MECHANICAL CONTRACTORS			2,377.50
CD REFUND AMITA KHENI			
B228985	GEN	BOND: BLB23-0047 7870 BIG BUCK TRL	1,000.00
B228985	GEN	BOND: BPT23-0029 7870 BIG BUCK TRL	500.00
Total For: AMITA KHENI			1,500.00
UB REFUND AQUA ILLINOIS			
400-3000-00-01	GEN	UB refund for account: 400-3000-00-01	4,992.15
Total For: AQUA ILLINOIS			4,992.15
004774 ARAMARK UNIFORM & CAREER APPAREL GROUP INC			
6030203072	GEN	MATS @VH 9/15	50.46
6030203078	GEN	MATS @PD 9/15	42.43
6030205862	GEN	MATS @VH 9-22	50.46
6030205866	GEN	MATS @PD 9-22	42.43
Total For: ARAMARK UNIFORM & CAREER APPAREL GROUP INC			185.78
001706 AT&T			
815464591406 23/9-7	GEN	ALARM LINE @VH	368.88
Total For: AT&T			368.88
003835 AUSTIN TYLER CONSTRUCTION INC			
2344-02	GEN	PFEIFFER RD EXTENTION PAY REQUEST #2	662,044.50
Total For: AUSTIN TYLER CONSTRUCTION INC			662,044.50
003480 BARCODES INC			
INV7165393	GEN	SQUAD PRINTER & ACCESSORY CABLES	1,156.19
Total For: BARCODES INC			1,156.19
001651 BAXTER & WOODMAN INC			
0250431	GEN	NPDES COMPLIANCE ASSISTANCE	1,365.00
Total For: BAXTER & WOODMAN INC			1,365.00
002044 BILL'S LAWN MAINTENANCE AND			
193041	GEN	9350 W LARAWAY RD LOT MOWING 8/7/23	150.00
193831	GEN	9090 BIG SABLE PT LOT MOWING 9/12/23	74.00
Total For: BILL'S LAWN MAINTENANCE AND			224.00
000206 BOOTH/JENNIFER			
23/9-18	GEN	MILEAGE-IGFOA CONFERENCE-JB	182.09
Total For: BOOTH/JENNIFER			182.09
004367 C.O.P.S. AND F.I.R.E. PERSONNEL TESTING			
108438	GEN	SERGEANT PROMOTION ASSESSMENT - 10 CANDIDATES	7,200.00
Total For: C.O.P.S. AND F.I.R.E. PERSONNEL TESTING			7,200.00

INVOICE APPROVAL (BY INVOICE) FOR VILLAGE OF FRANKFORT

POST DATES 10/02/2023 - 10/02/2023

UNPOSTED
OPEN

Invoice Number	Bank Account	Description	Amount
001952 CARROLL CONSTRUCTION SUPPLY			
FR115950	GEN	CONCRETE MIX	16.86
FR116023	GEN	BLADE, SAFETY GLASSES	152.60
FR116070	GEN	ACID STAIN SPRAYER, CLEANER	201.78
FR116128	GEN	CRACK SEALER	57.60
Total For: CARROLL CONSTRUCTION SUPPLY			428.84
001278 CHICAGO TRIBUNE			
7499250	GEN	CERTIFICATE OF PUBLICATION-WARNING ANNEXATION	72.00
7506223	GEN	9115 ROMA COURT	57.00
Total For: CHICAGO TRIBUNE			129.00
003067 COMCAST CABLE			
8771201490042193230	GEN	20602 LW LN - INTERNET	135.91
8771201490046194239	GEN	432 W NEBRASKA-INTERNET	215.62
8771201490356437230	GEN	20538 LINCOLNWAY LN- RGNL INTERNET	312.58
Total For: COMCAST CABLE			664.11
001013 COMMONWEALTH EDISON CO			
0210061037 23/9-13	GEN	STREETLIGHTS	5,366.01
Total For: COMMONWEALTH EDISON CO			5,366.01
004398 CORE & MAIN LP			
T506632	GEN	B-BOX REPAIR LIDS & WASHERS	236.90
T534544	GEN	(32) 3/4" METERS, (97) TOUCHPADS	6,193.00
T562523	GEN	PVC PIPE @WILLOW ST @GLENBAR LN CULVERT REPAIR	1,613.64
T581155	GEN	PVC PIPE @PRESTWICK DITCH	271.88
Total For: CORE & MAIN LP			8,315.42
001022 CURRIE MOTORS			
137415	GEN	AIRBAG SENSORS- U-10	81.27
138855	GEN	VISOR	124.05
138882	GEN	SENSOR, MODULE	628.63
139156	GEN	OUTER TIE ROD	170.45
139213	GEN	SEAL	38.18
619520	GEN	VEHICLE MAINTENANCE P-25	684.34
Total For: CURRIE MOTORS			1,726.92
MISC DENNIS & JULIE MILLER			
B217908	GEN	11484 RIDER WAY LAND/TREE/CONTR DEP RETURN	2,500.00
B2210038	GEN	11484 RIDER WAY POOL DEPOSIT RETURN	1,000.00
Total For: DENNIS & JULIE MILLER			3,500.00
UB REFUND DOROTHY ZAREMBA			
306-1445-00-01	GEN	UB refund for account: 306-1445-00-01	217.94
Total For: DOROTHY ZAREMBA			217.94
002521 DUTCH BARN LANDSCAPING			
B2210255	GEN	22715 GRANITE DR POOL DEPOSIT RETURN	1,000.00
B229773	GEN	7916 NORTHWOODS DR POOL DEPOSIT RETURN	1,000.00
BSP23-0002	GEN	BOND: BSP23-0002 85 N MAPLE ST	1,000.00
Total For: DUTCH BARN LANDSCAPING			3,000.00
001848 E Z DUZ IT PRODUCTS INC			
10301	GEN	PAPER TOWELS, GARBAGE BAGS @PD	400.00
Total For: E Z DUZ IT PRODUCTS INC			400.00
003819 EMPLOYEE BENEFITS CORPORATION			
4174389	GEN	BENEFIT CARD FEES - SEPTEMBER 2023	425.00
Total For: EMPLOYEE BENEFITS CORPORATION			425.00
004673 EUROFINS ENVIRONMENT TESTING			
5000124168	GEN	RGNL- SAMPLE TESTING	100.00
Total For: EUROFINS ENVIRONMENT TESTING			100.00
001981 EXCEL ELECTRIC INC			
128351	GEN	STREETLIGHT REPAIR	325.68
128352	GEN	STREETLIGHT REPAIR	327.79
128375	GEN	STREETLIGHT REPAIR	327.99
128391	GEN	STREETLIGHT REPAIR	268.00
Total For: EXCEL ELECTRIC INC			1,249.46

INVOICE APPROVAL (BY INVOICE) FOR VILLAGE OF FRANKFORT

POST DATES 10/02/2023 - 10/02/2023

UNPOSTED
OPEN

Invoice Number	Bank Account	Description	Amount
UB REFUND EXCELSIOR MANAGEMENT 401-6094-00-02	GEN	UB refund for account: 401-6094-00-02	91.08
Total For: EXCELSIOR MANAGEMENT			91.08
003832 FLEETPRIDE 111046188	GEN	GROMMET	30.02
111046419	GEN	WIRE	12.72
Total For: FLEETPRIDE			42.74
004787 FRANKFORT BRASS BAND CO 102223	GEN	COUNTRY MARKET ENTERTAINMENT	250.00
Total For: FRANKFORT BRASS BAND CO			250.00
002714 FRANKFORT SCHOOL DIST. 157C 2023/10 X-GUARDS	GEN	2 CROSSING GUARDS-OCT 2023	270.00
Total For: FRANKFORT SCHOOL DIST. 157C			270.00
001844 GALLS LLC 025583432	GEN	UNIFORM PANTS #315	81.93
Total For: GALLS LLC			81.93
001446 GASVODA & ASSOCIATES, INC. INV23MSR0113CHF	GEN	(4) REPLACEMENT LOAD CELLS- WELL 11/12	2,300.00
INV23MSR0121CHF	GEN	CHLORINE SYSTEMS REBUILT- WELLS	1,236.90
Total For: GASVODA & ASSOCIATES, INC.			3,536.90
004419 GBJ SALES LLC 5066	GEN	DISPOSABLE GLOVES	169.95
Total For: GBJ SALES LLC			169.95
001505 GRAINGER 9838187087	GEN	BALLASTS REPLACEMENT- WELL 10	73.98
Total For: GRAINGER			73.98
003429 HAWKINS INC 6579349	GEN	CYLINDER SURCHAGES- WELLS	500.00
6582394	GEN	CHLORINE CYLINDER- RETURN	(220.50)
6587050	GEN	CHLORINE & HSA- WELLS	1,773.42
Total For: HAWKINS INC			2,052.92
CD REFUND HEALTH CONSCIOUS GURNEE LTD PIGP23-0014	GEN	BOND BSP23-0020 707 COLONY LN	1,000.00
Total For: HEALTH CONSCIOUS GURNEE LTD			1,000.00
001120 HERITAGE FS INC 35014317	GEN	DIESEL	723.96
35014338	GEN	DIESEL	2,461.96
35014466	GEN	DIESEL	2,726.23
Total For: HERITAGE FS INC			5,912.15
004289 HI VIZ INC 11684	GEN	(24) SAFETY CONES	720.00
Total For: HI VIZ INC			720.00
002851 HOME DEPOT CREDIT SERVICES 0970321	GEN	EXT. CORD	26.94
3970531	GEN	R & M SUPPLIES- WELL 10	72.44
4970226	GEN	FLOOR CLEANER, HAND SOAP, TOWELS	86.71
4970488	GEN	PROPANE	19.98
Total For: HOME DEPOT CREDIT SERVICES			206.07
001042 HOMER TREE CARE INC 54023	GEN	FERTILIZATION @ST FRANCIS RD	470.00
Total For: HOMER TREE CARE INC			470.00
003886 ILLINOIS ENVIRONMENTAL PROTECT L17-5388 PMT#9	GEN	WWTP-LOAN PAYMENT	1,094,688.51
Total For: ILLINOIS ENVIRONMENTAL PROTECT			1,094,688.51
004124 IMAGE 360 I-60914	GEN	PUBLIC PARKING SIGN	300.00
Total For: IMAGE 360			300.00

INVOICE APPROVAL (BY INVOICE) FOR VILLAGE OF FRANKFORT

POST DATES 10/02/2023 - 10/02/2023

UNPOSTED
OPEN

Invoice Number	Bank Account	Description	Amount
001419 INTERSTATE BATTERIES			
30001357	GEN	BATTERIES	40.00
Total For: INTERSTATE BATTERIES			40.00
004584 ISOLVED BENEFIT SERVICES			
1131333351	GEN	COBRA MANAGEMENT - NOV 2023	51.45
Total For: ISOLVED BENEFIT SERVICES			51.45
001083 J C M UNIFORMS INC			
796979	GEN	CADET UNIFORM - VIANEY URCINO	50.90
Total For: J C M UNIFORMS INC			50.90
004352 JAGER & SONS			
166135	GEN	FILTER CHANGE RO SYSTEM @VH	175.00
Total For: JAGER & SONS			175.00
CD REFUND JAMES WALTON			
PIGP23-0004	GEN	BSP23-0006-22413 BLARNEY RD	1,000.00
Total For: JAMES WALTON			1,000.00
CD REFUND JERRY & CHRISTINE KOWALCZYK			
B229325	GEN	BPT23-0006-19934 WATERVIEW TRL	500.00
B229325	GEN	BLB23-0015-19934 WATERVIEW TRL	1,000.00
PIGP23-0011	GEN	BSP23-0017-19934 WATERVIEW TRL	1,000.00
Total For: JERRY & CHRISTINE KOWALCZYK			2,500.00
002224 JEWEL			
00808726	GEN	COFFEE/CREAMER/WATER/TEA/POP	122.97
091923	GEN	SENIOR BREAKFAST SUPPLIES	73.86
Total For: JEWEL			196.83
003326 JOHN MARTIN STRUCTURAL ENGINEE			
23-083	GEN	140 OAK ST ENGR REVIEWS	2,537.50
Total For: JOHN MARTIN STRUCTURAL ENGINEE			2,537.50
CD REFUND JOSEPH SALAMONE			
PDCK23-0027	GEN	BOND BSP23-0040 333 FRANKLIN AVE	1,000.00
Total For: JOSEPH SALAMONE			1,000.00
CD REFUND JUSTIN JONES			
B229501	GEN	BLB23-0027-20315 PORT WASH CT	1,000.00
B229501	GEN	BPT23-0014-20315 PORT WASH CT	500.00
Total For: JUSTIN JONES			1,500.00
000656 KOSOLA/ROBERT			
091423 DL	GEN	CDL B RENEWAL REIMB- RK	50.00
Total For: KOSOLA/ROBERT			50.00
004136 LANDSCAPE SUPPLY INC			
2023-113	GEN	SIDEWALK REPLACEMENT @ MICHIGAN ISLAND DR	490.00
2023-428	GEN	144 LUTHER LN- LANDS REST	240.00
2023-429	GEN	8158 ORCHARD- PAVER REMOVAL	1,272.00
2023-430	GEN	243 N MAPLE- LANDS REST	252.00
2023-431	GEN	235 WILLOW LN- LANDS REST	959.75
2023-432	GEN	227 ELM ST- LANDS REST	108.00
2023-433	GEN	JOHNSON AVE & LOCUST- LANDS REST	228.00
2023-434	GEN	675 VERMONT- LANDS REST	768.00
2023-435	GEN	22401 AUTUMN DR- LANDS REST	588.00
2023-436	GEN	243 MAPLE ST- LANDS REST	372.50
2023-437	GEN	8158 ORCHARD- PAVER RE-INSTALL	1,842.50
Total For: LANDSCAPE SUPPLY INC			7,120.75
CD REFUND LARINDA DIXON			
B229303	GEN	BOND BLB23-0035 23120 JACKSON BRANCH CT	1,000.00
B229303	GEN	BOND BPT23-0019 23120 JACKSON BRANCH CT	500.00
Total For: LARINDA DIXON			1,500.00
003997 LAUTERBACH & AMEN LLP			
81303	GEN	GASB 67/68 FY23 ACTUARIAL REPORT-VLG PORTION 50%	1,075.00
Total For: LAUTERBACH & AMEN LLP			1,075.00
004518 LOCAL PRINTING & DESIGN			
13972	GEN	HOODIES CS, SHIRT MZ	172.30
Total For: LOCAL PRINTING & DESIGN			172.30

INVOICE APPROVAL (BY INVOICE) FOR VILLAGE OF FRANKFORT

POST DATES 10/02/2023 - 10/02/2023

UNPOSTED
OPEN

Invoice Number	Bank Account	Description	Amount
002020 M.E. SIMPSON CO INC			
40958	GEN	432 NEBRASKA- LEAK LOCATE	545.00
Total For: M.E. SIMPSON CO INC			545.00
UB REFUND MADELYNN FISCHER IAN RAY			
306-1231-00-02	GEN	UB refund for account: 306-1231-00-02	28.86
Total For: MADELYNN FISCHER IAN RAY			28.86
004452 MARTINEZ/JULIO & SUREIA			
21-14-07-100-023	GEN	2/2 2022 TAX REBATE-STUENKEL	398.49
Total For: MARTINEZ/JULIO & SUREIA			398.49
001024 MASTER AUTOMOTIVE SUPPLY			
15030-133984	GEN	OIL FILTER	43.60
15030-134443	GEN	SENSOR	199.16
15030-134582	GEN	AIR FILTER	26.23
15030-134604	GEN	AIR FILTER, DIESEL KLEEN	49.31
15030-134648	GEN	OIL FILTERS	120.57
15030-134656	GEN	AIR FILTER	42.45
15030-134688	GEN	FUEL FILTER ELEMENT	160.25
15030-134814	GEN	FUEL FILTER	53.85
15030-134867	GEN	TIE ROD	208.35
15030-134944	GEN	BRAKE PADS, ROTOR	180.02
15030-134992	GEN	OIL FILTER, FUEL FILTER	226.77
15030-135046	GEN	RADIATOR OIL- BACKHOE	11.18
15030-135172	GEN	ENGINE OIL- U-9	13.08
15030-135255	GEN	BULB	4.63
15030-135258	GEN	WATER PUMP, GASKET	191.47
15030-135389	GEN	SPARK PLUG & WIRES- U-10	100.83
15030-135390	GEN	BRAKE PADS, ROTOR	614.15
15030-135393	GEN	BRAKE CALIPERS	276.14
15030-135409	GEN	VACUUM HOSE CONNECTOR	7.13
15030-135433	GEN	AIR FILTER- U-10	16.03
Total For: MASTER AUTOMOTIVE SUPPLY			2,545.20
001969 MATTHUIS TRUCKING INC			
3313	GEN	22.34 TONS- CA07	262.50
3314	GEN	ROADMIX	522.17
3324	GEN	44.85 TONS- CA-07	526.99
3325	GEN	ROADMIX	1,840.64
Total For: MATTHUIS TRUCKING INC			3,152.30
UB REFUND MCC DESIGN			
103-1747-06-03	GEN	UB refund for account: 103-1747-06-03	165.64
103-1747-09-02	GEN	UB refund for account: 103-1747-09-02	105.04
Total For: MCC DESIGN			270.68
000289 MEDEMA/KYLE E			
24629425	GEN	SAFETY BOOTS REIMBURSEMENT KM	175.00
Total For: MEDEMA/KYLE E			175.00
001050 NICOR GAS			
02281548525 23/09-1	GEN	22801 WOLF RD- WELL 11/12	188.34
08567910008 23/09-1	GEN	8847 W LINCOLN HWY- WELL 10	49.29
42177014190 23/09-1	GEN	524 CENTER RD	170.30
56723949717 23/09-1	GEN	20538 S LAGRANGE- RGNL	336.71
61691220000 23/09-2	GEN	460 OHIO- WPS	195.58
64425289374 23/9-19	GEN	2 N WHITE ST	162.37
64669780781 23/09-1	GEN	422 SPRUCE- NPS	177.55
83651240448 23/09-1	GEN	601 PRESTWICK- WELL 17	93.13
92252770240 23/09-1	GEN	23031 S 80TH AVE- WELL 13/14	93.77
92388243583 23/9-18	GEN	2 SMITH ST	53.03
Total For: NICOR GAS			1,520.07
001791 NORWALK TANK CO.			
189222	GEN	CULVERT PIPE @ 88TH AVE	1,420.45
Total For: NORWALK TANK CO.			1,420.45
005047 NSI LAB SOLUTIONS			
425215	GEN	RGNL- LAB SUPPLIES	281.00
Total For: NSI LAB SOLUTIONS			281.00

INVOICE APPROVAL (BY INVOICE) FOR VILLAGE OF FRANKFORT

POST DATES 10/02/2023 - 10/02/2023

UNPOSTED
OPEN

Invoice Number	Bank Account	Description	Amount
001026 NU-WAY DISPOSAL SERVICE, INC.			
2023/10	GEN	6839 GARBAGE/RECYCLING SERV-SEPTEMBER 2023	148,264.23
8468927	GEN	STREET SWEEPING - FALL FEST	7,702.07
Total For: NU-WAY DISPOSAL SERVICE, INC.			155,966.30
001373 ORKIN PEST CONTROL			
248880905	GEN	PEST CONTROL @PD 9/20	190.99
Total For: ORKIN PEST CONTROL			190.99
001344 P.T. FERRO CONSTRUCTION CO.			
47706	GEN	2023 ROADWAY MAINTENANCE PROGRAM PAY REQ #2	1,594,625.35
Total For: P.T. FERRO CONSTRUCTION CO.			1,594,625.35
004416 PARK HARDWARE #16759			
009163	GEN	GALVANIZED FITTINGS	11.98
009177	GEN	REPL KEY	3.59
009202	GEN	BAKING SODA, VINEGAR	21.35
009218	GEN	PICK UP TOOL	26.99
009231/3	GEN	ELECTRICAL CONNECTOR KIT- RGNL	23.57
009232	GEN	WATER SOFTENER SALT @PD	26.97
009240	GEN	RUST REMOVER, PINE-SOL	27.16
Total For: PARK HARDWARE #16759			141.61
001010 PETTY CASH			
23/10-2177	GEN	PETTY CASH	57.16
23/10-9435	GEN	PETTY CASH	85.87
Total For: PETTY CASH			143.03
004377 PHYSICIANS IMMEDIATE CARE			
3809872	GEN	WORKERS COMP - JT	117.27
5285664	GEN	PRE-EMPLOYMENT DRUG SCREEN-RR	47.00
5285702	GEN	NEW EMPLOYEE PHYSICAL - BRIESCHKE	47.00
5290013	GEN	NEW EMPLOYEE PHYSICAL - BRIESCHKE	6.00
5290018	GEN	PRE-EMPLOYMENT DRUG SCREEN-LT	47.00
5292231	GEN	PRE-EMPLOYMENT DRUG SCREEN-BS	47.00
5308930	GEN	PRE-EMPLOYMENT DRUG SCREEN-IN	47.00
5309384	GEN	PRE-EMPLOYMENT DRUG SCREEN-AK	47.00
5312631	GEN	PRE-EMPLOYMENT DRUG SCREEN-DR	47.00
5312639	GEN	PRE-EMPLOYMENT DRUG SCREEN-JJ	47.00
5312669	GEN	PRE-EMPLOYMENT DRUG SCREEN-AE	47.00
5312702	GEN	PRE-EMPLOYMENT DRUG SCREEN-JB	47.00
5312761	GEN	PRE-EMPLOYMENT DRUG SCREEN-NT	47.00
5312774	GEN	PRE-EMPLOYMENT DRUG SCREEN-SM	47.00
5315837	GEN	PRE-EMPLOYMENT DRUG SCREEN-AL	47.00
5316589	GEN	PRE-EMPLOYMENT DRUG SCREEN-TW	47.00
5316592	GEN	PRE-EMPLOYMENT DRUG SCREEN-LB	47.00
5317936	GEN	PRE-EMPLOYMENT DRUG SCREEN-RZ	47.00
5318835	GEN	PRE-EMPLOYMENT DRUG SCREEN-LK	47.00
5321602	GEN	PRE-EMPLOYMENT DRUG SCREEN-JV	47.00
5326338	GEN	PRE-EMPLOYMENT DRUG SCREEN-TM	47.00
5330791	GEN	PRE-EMPLOYMENT DRUG SCREEN-VT	47.00
5339586	GEN	PRE-EMPLOYMENT DRUG SCREEN-JB	47.00
5356878	GEN	PRE-EMPLOYMENT DRUG SCREEN - AM	47.00
5362665	GEN	PRE-EMPLOYMENT DRUG SCREEN-AA	47.00
5365672	GEN	PRE-EMPLOYMENT DRUG SCREEN-AH	47.00
5375781	GEN	PRE-EMPLOYMENT DRUG SCREEN-EB	47.00
5383989	GEN	NEW OFFICER HIRE PHYSICAL - DAVID METZNER	317.00
5385714	GEN	NEW OFFICER HIRE PHYSICAL - MEGAN MATEJA	317.00
5385721	GEN	NEW OFFICER HIRE PHYSICAL - HANNAH SHULMAN	317.00
5398379	GEN	NEW OFFICER HIRE PHYSICAL - HANNAH SHULMAN	6.00
5398411	GEN	NEW OFFICER HIRE PHYSICAL - MEGAN MATEJA	6.00
5404666	GEN	NEW OFFICER HIRE PHYSICAL - DAVID METZNER	6.00
5408078	GEN	NEW OFFICER HIRE PHYSICAL - KEVIN JAYCOX	333.00
5408996	GEN	NEW OFFICER HIRE PHYSICAL - KEVIN JAYCOX	6.00
5409320	GEN	NEW OFFICER HIRE PHYSICAL - THOMAS SMITH	317.00
5409658	GEN	NEW OFFICER HIRE PHYSICAL - THOMAS SMITH	6.00
5414483	GEN	NEW OFFICER HIRE PHYSICAL - N. SANCHEZ	317.00
5414629	GEN	NEW OFFICER HIRE PHYSICAL - N. SANCHEZ	6.00
5422203	GEN	NEW EMPLOYEE PHYSICAL RYAN HUSSEY	190.20
5423389	GEN	NEW EMPLOYEE PHYSICAL RYAN HUSSEY	7.00
Total For: PHYSICIANS IMMEDIATE CARE			3,449.47

INVOICE APPROVAL (BY INVOICE) FOR VILLAGE OF FRANKFORT

POST DATES 10/02/2023 - 10/02/2023

UNPOSTED
OPEN

Invoice Number	Bank Account	Description	Amount
001875 PLAZA CLEANERS			
1001167-08-01-2023	GEN	AUGUST 2023 CLEANINGS	298.00
Total For: PLAZA CLEANERS			298.00
002898 POMP'S TIRE SERVICE INC			
411058550	GEN	TIRES- U-15	570.28
Total For: POMP'S TIRE SERVICE INC			570.28
001465 POSTMASTER			
09/20/23	GEN	FIRST-CLASS PRESORT	310.00
Total For: POSTMASTER			310.00
002480 PROVEN BUSINESS SYSTEMS			
1063987	GEN	TOSHIBA/ESTUDIO 6570CT COPIER	102.61
1067606	GEN	XEROX/C8145/H2 COPIER	50.77
1068319	GEN	CANON/DX527IFZ	76.29
1081441	GEN	XEROX/C8145/HS FRONT COPIER	63.21
1091628	GEN	CANON/DX527IFZ	49.93
Total For: PROVEN BUSINESS SYSTEMS			342.81
004266 RAMIRO GUZMAN LANDSCAPING INC			
08797	GEN	RT 30 MOWING	9,339.45
Total For: RAMIRO GUZMAN LANDSCAPING INC			9,339.45
004106 RUSH TRUCK CENTERS OF IL INC			
3034138960	GEN	SENSOR	271.12
3034208351	GEN	FUEL TANK STRAP, FUEL TANK REPAIR	2,871.82
3034241528	GEN	LAMP	209.00
3034281531	GEN	SPEEDOMETER, TACHOMETER	1,982.50
Total For: RUSH TRUCK CENTERS OF IL INC			5,334.44
005003 RUSSO'S POWER EQUIPMENT INC			
SPI20383849	GEN	STRAW BLANKET @PRESTWICK DITCH	73.98
SPI20389550	GEN	POLE SAW	346.99
Total For: RUSSO'S POWER EQUIPMENT INC			420.97
002266 S & S MECHANICAL SERV-ATCO			
15235	GEN	AIR CONDITIONING MAINT @PD	1,260.00
15249	GEN	AIR CONDITIONING MAINT @CHAMBER	990.00
15264	GEN	HVAC REPAIRS- RGNL	4,860.00
15293	GEN	WELL 13/14- NEW HVAC	3,350.00
15311	GEN	DEHUMIDIFIER SERVICE- WELL 13/14	1,375.00
15312	GEN	A/C UNIT SERVICE- RGNL	585.00
15320	GEN	FURNACE MAINTENANCE @PD	1,400.00
15327	GEN	FURNACE MAINTENANCE @ VH	957.25
15329	GEN	FURNACE MAINTENANCE @ 123 KANSAS ST	390.00
Total For: S & S MECHANICAL SERV-ATCO			15,167.25
001367 SAUNORIS' NURSERY			
729891	GEN	DIRT	129.00
Total For: SAUNORIS' NURSERY			129.00
001416 STANDARD EQUIPMENT COMPANY			
P45327	GEN	POWER INTERFACE	792.23
Total For: STANDARD EQUIPMENT COMPANY			792.23
002912 STAPLES ADVANTAGE			
8071605267	GEN	POP UPS/USB'S/DVD SLEEVES	92.20
8071640629	GEN	OFFICE SUPPLIES	357.18
Total For: STAPLES ADVANTAGE			449.38
004711 STORINO RAMELLO & DURKIN			
89365	GEN	IGA REVIEW	780.00
Total For: STORINO RAMELLO & DURKIN			780.00
002001 SUBURBAN LABORATORIES INC			
218079	GEN	RGNL- SAMPLE TESTING	594.65
Total For: SUBURBAN LABORATORIES INC			594.65
001118 T.R.L. TIRE SERVICE			
33282	GEN	TIRES	639.72
33304	GEN	TIRES	2,613.56
Total For: T.R.L. TIRE SERVICE			3,253.28

INVOICE APPROVAL (BY INVOICE) FOR VILLAGE OF FRANKFORT

POST DATES 10/02/2023 - 10/02/2023

UNPOSTED
OPEN

Invoice Number	Bank Account	Description	Amount
001630 TERMINAL SUPPLY CO. 69463-00	GEN	RAGS, WIRE	224.67
Total For: TERMINAL SUPPLY CO.			224.67
005028 THE BLUE LINE 45470	GEN	PREP TEST CLASS AD	298.00
Total For: THE BLUE LINE			298.00
001931 TRUGREEN LIMITED PARTNERSHIP 1827555057	GEN	FERTILIZATION @ABBAY DR	70.00
Total For: TRUGREEN LIMITED PARTNERSHIP			70.00
001756 USA BLUE BOOK INV00104843 INV00105516	GEN GEN	HI VIZ SAFETY EARMUFFS RGNL- POLE BRUSH	438.54 417.13
Total For: USA BLUE BOOK			855.67
004116 USA FIRE PROTECTION INC 1046-F112263	GEN	SPRINKLER SYSTEM MAINTENANCE @PD	2,200.00
Total For: USA FIRE PROTECTION INC			2,200.00
004646 VANDRIL/DEBRA M 100123	GEN	COUNTRY MARKET ENTERTAINMENT	300.00
Total For: VANDRIL/DEBRA M			300.00
004448 VCNA PRAIRIE LLC 891171254 891185802 891192887 891193815	GEN GEN GEN GEN	22.40 TONS- CA07 22.34 TONS CA07 & 44.44 TONS CA06 ROADMIX, LIMESTONE ROADMIX	287.84 655.95 1,134.29 735.54
Total For: VCNA PRAIRIE LLC			2,813.62
001345 VERIZON WIRELESS 9944361128	GEN	IWIN/CELLPHONE CHARGES-SEPTEMBER	933.65
Total For: VERIZON WIRELESS			933.65
CD REFUND WAYNE SPECHT 82210007 82210007	GEN GEN	BPT23-0030-23265 JACKSON BR BLB23-0048-23265 JACKSON BR	500.00 1,000.00
Total For: WAYNE SPECHT			1,500.00
004706 WEX BANK 91929467	GEN	GASOLINE	11,546.79
Total For: WEX BANK			11,546.79
003021 WILL CO CENTER FOR ECON DEVLMT 46810	GEN	CED DUES-2023	2,500.00
Total For: WILL CO CENTER FOR ECON DEVLMT			2,500.00
Report Total:			3,673,361.35

FUND TOTALS:

01 GENERAL CORPORATE FUND	270,495.14
23 MOTOR FUEL TAX FUND	662,044.50
31 CAPITAL DEVELOPMENT FUND	1,595,023.84
62 SEWER & WATER OPER. & MAINT.	49,744.36
68 SEWER & WATER EXTENSION FUND	1,096,053.51

PAYMENT TYPE TOTALS:

ACH Transaction	1,250,654.81
Paper Check	2,422,706.54

MANUAL CHECK

INVOICE APPROVAL (BY INVOICE) FOR VILLAGE OF FRANKFORT

POST DATES 09/14/2023 - 09/14/2023

POSTED
PAID

Invoice Number	Bank Account	Description	Amount
004470 SHAUGHNESSY/KEVIN W 2023/06-15	GEN	POLYGRAPH - 10 CANDIDATES - 1 REPORT	2,450.00
Total For: SHAUGHNESSY/KEVIN W			2,450.00
Report Total:			2,450.00
FUND TOTALS:			
01 GENERAL CORPORATE FUND		2,450.00	
PAYMENT TYPE TOTALS:			
Paper Check		2,450.00	

Draft

October 2, 2023

Unanimous Consent Agenda

C. ORDINANCE AMENDING AN ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF FRANKFORT AND JERRY AND TERRI WARNING *(Presenter: Trustee Borrelli)*

The corporate authorities of the Village of Frankfort held a Public Hearing immediately prior to this board meeting for the purpose of publicly reviewing a proposed amendment to an annexation agreement entered between the Village of Frankfort and Jerry and Terri Warning concerning the property commonly known as 23504 S. Harlem Avenue, Frankfort, Will County, Illinois. On November 10, 2003, the Village and the Warnings entered into an Annexation Agreement and both parties desire to amend the Agreement in its entirety so that it can be consistent with the documents attached to this Ordinance.

Motion: *Waive the First and Second Readings and pass an Ordinance amending an annexation agreement dated November 10, 2003, by and between the Village of Frankfort and Jerry and Terri Warning, concerning the property commonly known as 23504 S. Harlem Avenue, Frankfort, Will County, Illinois.*

ORDINANCE NO. _____

AN ORDINANCE AMENDING AN ANNEXATION AGREEMENT DATED NOVEMBER 10, 2003, BY AND BETWEEN THE VILLAGE OF FRANKFORT, AN ILLINOIS MUNICIPAL CORPORATION ("FRANKFORT") AND JERRY AND TERRI WARNING (COLLECTIVELY, "WARNING")

WHEREAS, on November 10, 2003, FRANKFORT and WARNING entered into an Annexation Agreement for certain real property situated within the corporate limits of Frankfort; and

WHEREAS, FRANKFORT finds and determines it is in the best interest of the Village of Frankfort to amend the parties' November 10, 2003 Annexation; and

WHEREAS, by amending the November 10, 2003 Annexation Agreement with Exhibit 1 which is attached to and incorporated in this Ordinance; and

WHEREAS, FRANKFORT has published and otherwise complied with all notice and public hearing requirements to amend an Annexation Agreement as required by law,

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL & COOK COUNTIES, ILLINOIS AS FOLLOWS:

1. That the November 10, 2003 Annexation Agreement between the Village of Frankfort and Jerry Warning and Terri Warning is amended in its entirety so that it is consistent with the documents attached to this Ordinance as Exhibit 1 and by reference incorporated herein.

2. That after the hearing required by law, the Amendment may be modified before execution.

3. Upon passage of this Ordinance amending the November 10, 2003, the FRANKFORT-WARNING Annexation Agreement by a vote of two-thirds (2/3) of the corporate authorities, the Village President shall execute the Amendment to the Annexation Agreement on behalf of the Village of Frankfort and attested by the Village Clerk.

4. **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

5. **SEVERABILITY**

If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

6. **REPEAL OF CONFLICTING PROVISIONS**

All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

PASSED this ____ day of _____, 2023; with ____ members voting AYE; ____ members voting NAY; and ____ members absent; the Village President not voting; with ____ members abstaining and said vote being:

ADAM BORRELLI	_____	JESSICA PETROW	_____
MICHAEL LEDDIN	_____	EUGENE SAVARIA	_____
DANIEL ROSSI	_____	MAURA RIGONI	_____

KATIE SCHUBERT
VILLAGE CLERK

APPROVED this ____ day of _____, 2023.

KEITH OGLE
VILLAGE PRESIDENT

ATTEST:

KATIE SCHUBERT
VILLAGE CLERK

AMENDMENT TO ANNEXATION AGREEMENT

This agreement is entered into between the Village of Frankfort (“Village”) and Jerry Warning, Terri Warning, Southern Charm Venue’s, Inc., and Chicago Title Land Trust Company TR FUB 1902, as successor trustee to First United Bank T/U/T dated December 18, 1998 and known as Trust No. 1902.

PREAMBLE:

WHEREAS, First United Bank Trust Number 1902 (hereinafter “Trust 1902”) is the record owner of the property commonly known as 23504 S. Harlem Ave. Frankfort, Will County, Illinois 60423 (hereinafter “Subject Property”) and legally described as follows:

The South 558.89 feet of the North 641.39 feet, except the South 458.89 feet of the East 605.00 feet thereof, of the East 1/2 of the Southeast 1/4 of Section 1, Township 34 North, Range 12 East of the Third Principal Meridian, in Will County, Illinois.

PIN: 18-13-01-400-030-0000

Attached hereto and incorporated herein as *Exhibit A* is the Warranty Deed In Trust recorded with the Will County Recorder on December 24, 1998 as R98155988.

WHEREAS, Jerry Warning and Terri Warning – jointly or individually – are the beneficial owners of Trust 1902.

WHEREAS the Village of Frankfort entered into an annexation agreement with Jerry and Terri Warning on November 10, 2003, (“Annexation Agreement”), a copy of which is attached hereto as *Exhibit 1*;

WHEREAS, Southern Charm Venues, Inc. (“Southern Charm”) is an Illinois Corporation;

WHEREAS, have entered into a settlement agreement, a copy of which is attached hereto as *Exhibit 2* (“Settlement Agreement”);

IT IS HEREBY AGREED:

Incorporation of Preamble

1. The above preamble is hereby incorporated into the amendment to the Annexation Agreement.

Amendments

2. Section 5 of the Annexation Agreement, which is captioned “CONTINUATION OF USES”, is hereby amended to include the following language immediately after the first paragraph of Section 5 and before paragraph 5.1:

The terms of the Settlement Agreement entered into between the Village of Frankfort (“Village”), Jerry Warning and Terri Warning (“the Warnings”), Southern Charm Venues, Inc. (“Southern Charm”), an Illinois corporation, and Chicago Title Land Trust Company TR FUB 1902, as successor trustee to First United Bank T/U/T dated December 18, 1998 and known as Trust No. 1902 are hereby incorporated by reference.

3. In the event that there is any discrepancy between the Annexation Agreement and the Amendment to the Annexation Agreement, the terms of the Amendment to the Annexation Agreement shall prevail subject to the terms of the Settlement Agreement, and the use of the pole barn shall be governed by the terms of the Settlement Agreement.

4. Paragraph 14.7 of the Annexation Agreement is hereby amended to state:

14.7 TERM OF AGREEMENT This Agreement shall be valid and binding until November 10, 2043, unless terminated earlier pursuant to the terms of the Annexation Agreement as amended.

Jerry Warning Date

Terri Warning Date

Southern Charm Venues, Inc., by Terri Warning, President Date

Chicago Title Land Trust Company TR FUB 1902, as successor trustee Date
to First United Bank T/U/T dated December 18, 1998 and known as
Trust No. 1902, by _____.

Village of Frankfort, by Keith Ogle, Mayor Date

R2003302056_1

MARY ANN STUKEL

27P

Will County Recorder

Will County

R 2003302056

Page 1 of 27

PC2 Date 12/12/2003 Time 16:09:14

Recording Fees: 41.00

ANNEXATION AGREEMENT
FOR
JERRY AND TERRI WARNING
FRANKFORT, ILLINOIS

1 of 27^{3c}

Exhibit D
Exhibit 1 - 1

LIST OF EXHIBITS
ANNEXATION AGREEMENT

<u>EXHIBITS</u>	<u>DESCRIPTIONS</u>
Exhibit A	Legal Description of Territory
Exhibit B	Plat of Annexation Plat of Dedication
Exhibit C	Petition for Annexation
Exhibit D	Existing Uses

Draft

ANNEXATION AGREEMENT
FOR

JERRY AND TERRI WARNING
OF FRANKFORT, ILLINOIS

Prepared by and Mail to:

Village of Frankfort
432 W. Nebraska St.
Frankfort, IL 60423

(Above Space for Recorder's Use Only)

ANNEXATION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on this _____ day of _____, 2003, by and between the VILLAGE OF FRANKFORT, a municipal corporation, located in Will County, Illinois (hereinafter referred to as the "VILLAGE"), and FIRST UNITED BANK TRUST # 1902, dated December 18, 1998, (hereinafter referred to as "OWNER").

WITNESSETH:

WHEREAS, at the time of execution of this Agreement, OWNER is the sole owner of record of a parcel of real estate (hereinafter referred to as "TERRITORY") which is the subject matter of this Agreement. This real estate is legally described in Exhibit A, which is attached hereto and by reference incorporated herein and commonly located south of Steger Road and West of Harlem Avenue and is designated for real estate tax purposes with Permanent Index Numbers (PIN) 13-01-400-030 & 13-01-400-032. This real estate (hereinafter referred to as "TERRITORY") is collectively comprised of approximately 12.77 acres, more or less, and is shown on the Plat of Survey attached and incorporated herein as Exhibit B, and

WHEREAS, the property is presently zoned A-1 under the provisions of the County Zoning Ordinance for agricultural uses; and

WHEREAS, the OWNERS have filed a Petition to Annex the TERRITORY to the Village and represent there is no Petition filed to Annex the TERRITORY to any other municipality; and

WHEREAS, upon the Territory becoming contiguous, OWNER desires to have the TERRITORY annexed to the VILLAGE upon the terms and conditions provided in this Agreement; and

WHEREAS, the VILLAGE has duly fixed the time for, given notice and conducted public hearings regarding this Agreement and Petition for the TERRITORY, pursuant to the Ordinances of the VILLAGE and the laws of the State of Illinois.

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

1. **INCORPORATION OF PREAMBLE** That the foregoing Preamble is incorporated and by reference, made a part of this Agreement.

2. **ANNEXATION** OWNER has filed with the Village Clerk an Irrevocable Petition for Annexation of the Territory to the Village of Frankfort conditioned upon the terms and provisions of this Agreement, the petition having been prepared, executed and filed in accordance with Ill. Rev. Stat., c 24, Section 7-1-8 and ordinances and other requirements of the Village. A copy of the petition is attached as Exhibit "C" and made a part of this Agreement. Upon the Territory becoming contiguous, the Corporate Authorities shall annex the Territory by enacting an ordinance (the "Annexation Ordinance") which shall be effective immediately upon its passage.

3. **ZONING** The VILLAGE shall, immediately after the annexation of the TERRITORY, classify and zone the TERRITORY under the AG Agricultural District of the Village of Frankfort Zoning Ordinance as from time to time amended. The VILLAGE understands the OWNER is desirous of commercial zoning if the market dictates such, therefore upon application by the OWNER, the Village shall rezone part or all of the TERRITORY with a commercial zoning of B-1, B-2 or B-4 , as amended from time to time, provided the TERRITORY is developed under a Planned Unit Development (PUD) special use, subject to approval of a PUD Plan.

4. **SUBDIVISION PLATS** At such time as the OWNER requests subdivision approval for the TERRITORY, the OWNER shall submit a Preliminary Plat of Subdivision in compliance with all applicable ordinances and regulations of the Village of Frankfort and the Will County Stormwater Ordinance, as from time to time amended, which approval shall not be unreasonably upheld by the VILLAGE.

5. **CONTINUATION OF USES** The OWNER shall be allowed to continue the existing uses and maintain existing structures on the property as outlined in Exhibit "D". Any expansion of these uses, construction of additional buildings, reconstruction of existing buildings or redevelopment of the TERRITORY will be subject to Village code and regulations as amended from time to time, except for construction or reconstruction of buildings related to the agricultural use of the property which shall be subject to Will County building code and regulations as amended from time to time. Notwithstanding the foregoing, in the event that any commercially or residentially zoned use of real property within the VILLAGE corporate limits which commences residential or commercial uses within five hundred feet (500') of the existing use of hunting or trap shooting on the TERRITORY, the OWNER shall immediately cease all hunting and trap shooting uses on the TERRITORY.

5.1 WEIGHT LIMIT ON HARLEM AVENUE. The VILLAGE understands that the OWNER currently operates vehicles no greater than 80,000 pounds in weight on Harlem Avenue and hereby grants permission to continue to use Harlem Avenue for vehicles which weigh no greater than 80,000 pounds unless permission is granted by the Village of Frankfort.

6. SANITARY SEWER AND WATER.

6.1 CONTINUATION OF WELL AND SEPTIC. The OWNER shall be allowed to continue the use of the existing well and septic facilities until the TERRITORY redevelops or at such time as OWNER elects to connect the existing residential use to Village sewer or water service. At such time of connection of the existing residential use to Village services, the existing well shall be allowed to continue to be used for landscape irrigation purposes but under no circumstances be allowed to be used for potable water .

6.2 CONNECTION TO VILLAGE SERVICES

Upon redevelopment of the TERRITORY, the OWNER shall file applications for permits to construct the off-site sewer and water improvements and shall, as directed, connect the TERRITORY to the VILLAGE'S sewer and water mains at the existing points of connection as identified by the VILLAGE engineer, once the necessary regulatory approvals are obtained. The water and sewer mains shall be sized to serve both the TERRITORY and such further users of water and sewer services as are approved by the VILLAGE. No users shall be permitted to connect to the sewer and water mains so constructed until the VILLAGE has inspected and approved all such lines and the lines have received final regulatory approval from the Illinois Environmental Protection Agency.

6.3 CONNECTION FEES. Upon connection to Village sanitary sewer or water service the OWNER shall be responsible for paying to the VILLAGE the then current sewer and water tap-on fees and capacity expansion fees, as provided for in the VILLAGE ordinances as amended from time to time. If the OWNER elects to connect the existing residence to VILLAGE utilities, the VILLAGE shall waive one sewer and one water tap-on fee at time of connection.

7. PUBLIC IMPROVEMENTS AND EASEMENTS. At the OWNER's sole cost and expense all on and off site Permanent Public Utility Easements and/or right-of-way necessary or convenient, as determined by the VILLAGE, shall be secured to develop the TERRITORY. Any Public Utility Easements granted to the VILLAGE shall allow, among other things, sanitary and storm sewer mains/lines and potable water mains and pipe lines together with all necessary or convenient above-ground appurtenances or structures to those facilities on or within the Easement. All Public Easements shall be in a form acceptable to and pre-approved by the VILLAGE. In the event that the OWNER is unable to obtain any easements necessary and convenient for the development of the TERRITORY or for the installation and construction of on-site and off-site public improvements, the VILLAGE may, but is under no obligation, upon request from the OWNER, exercise its powers of eminent domain to obtain such easements in the manner and to the extent provided by law, provided, however, that the OWNER shall fully reimburse and pay the VILLAGE, in full, within thirty (30) days of invoice, any judgments or settlements together with all its costs associated therewith, including but not limited to engineering, appraisal, legal and other professional fees and expenses. Any settlements must be approved by OWNER/DEVELOPER in writing.

8. **ROADWAY DEDICATIONS AND IMPROVEMENTS**

8.1 **HARLEM AVENUE**. The OWNER shall dedicate fifty (50') feet of property along the eastern portion of the TERRITORY to the VILLAGE for roadway, public utility, bike trail, sidewalk and other VILLAGE approved uses pursuant to a Final Plat of Subdivision and Village approved engineering plans. Upon redevelopment of the property the OWNER will be required to improve Harlem Avenue in accordance with final engineering plans as approved by the Village of Frankfort and the Cook County Highway Department.

9. **ELECTRIC, GAS, TELEPHONE, CABLE T.V.** All on-site electric, natural gas, cable television and any other non-VILLAGE owned and/or operated utility servicing the TERRITORY shall be by underground installation and pursuant to the requirements of the respective utility company or conformance with such utility's agreement with the VILLAGE. The OWNER, at its sole cost and expense, shall obtain any and all on and off site Easements necessary or convenient for the installation of such utilities and secure all necessary permits

10. **CONTRIBUTIONS AND OTHER FEES** . If the OWNER elects to develop the TERRITORY with residential uses, all applicable contributions and fees as required by the VILLAGE, as amended from time to time, shall be required, including but not limited to, School Contribution Fees, Library Fees, Recreational and Public Purpose Contribution, Transportation and Frankfort Fire Protection District Fees. Except as provided below, the calculation for such fees will be regulated by Village ordinance as amended from time to time. All future development of the TERRITORY regardless of use is subject to Utility Connection Fees, per Village ordinance as amended from time to time and as outlined in Paragraph 10.4 below. In particular the following contributions will be required of future development of the TERRITORY for residential uses .

10.1 **LIBRARY CONTRIBUTIONS** The OWNER shall make cash contributions to the Frankfort Library District pursuant to the following schedule of fees, payable contemporaneously with the issuance of building permits for each residential lot within the TERRITORY.

Library Contributions	
# of Bedrooms	Contribution
2-3	\$145.20
4	\$180.30
5+	\$218.70

10.2 **TRANSPORTATION FEE** Based upon the Village's Master Transportation, the OWNER shall pay the VILLAGE a transportation fee to benefit the transportation system pursuant to applicable Village Ordinances, as from time to time amended. This fee shall not be less than eight hundred eighty four dollars (\$884.00) per single family lot or five hundred fifty eight dollars (\$558.00) for attached housing unit to be paid contemporaneously with the issuance of Building Permits for each residential lot within the TERRITORY.

10.3 **FIRE PROTECTION DISTRICT** The OWNER shall make cash contributions to the Frankfort Fire Protection District pursuant to the

following schedule of fees, payable contemporaneously with the issuance of building permits for each residential lot within the TERRITORY.

Fire Dept. Contributions	
# of Bedrooms	Contribution
2	\$196.04
3	\$268.77
4	\$316.20
5	\$371.54

- 10.4 **UTILITY CONNECTION FEES** Upon OWNER complying with all requirements pursuant to Village Ordinance, regulations and this Agreement to permit the VILLAGE to approve the Final Plat of Subdivision and subject to the VILLAGE then having sufficient sanitary sewer treatment capacity and potable water supply to serve the TERRITORY, the OWNER shall pay the VILLAGE, prior to the VILLAGE signing the Final Plat, capacity expansion fees as then required by Ordinance, as from time to time amended. The OWNER shall also pay utility tap-on fees and other related utility charges and fees for each lot, as then required by ordinances, as from time to time amended, at the time of the issuance of the building permit. If the OWNER elects to connect the existing residence to VILLAGE utilities, the VILLAGE shall waive one sewer and one water tap-on fee at time of connection.
- 10.5 **CALCULATIONS OF FEES/CONTRIBUTIONS** The OWNER shall pay all current applicable fees and contributions. If any fees or contributions are increased, or new or other additional fees are established by Village Ordinance, the methodology of determining payment for residential lots will be calculated by dividing the total of the fees then due by the total number of single-family residential lots approved by the VILLAGE for the TERRITORY.
- 11 **APPLICABILITY OF VILLAGE CODES, ORDINANCES AND SIGNAGE** The VILLAGE and the OWNER, except as otherwise specifically provided herein, shall comply with United States, State of Illinois, statutes and regulations and all Village Ordinances, Codes, Regulations, Resolutions and Policies, as from time to time adopted and/or amended, in the development of the TERRITORY.
- 12 **SIGNAGE** The OWNER shall follow and fully adhere to all VILLAGE requirements for signage, as provided under the VILLAGE'S Sign Ordinance as from time to time.
- 13 **TAX REBATE** The VILLAGE shall rebate the Village corporate property tax portion of the property tax bill for the TERRITORY beginning in the tax year following the year of the execution of this agreement for the duration of the agreement or until such time as the property redevelops. Such rebate shall be provided upon evidence of payment of the property tax for the TERRITORY by the OWNER to the VILLAGE. The VILLAGE shall make the rebate payment within 30 days of request by the OWNER.

14 MISCELLANEOUS

14.1 VILLAGE STAFF AND PROFESSIONAL FEES AND COSTS The VILLAGE shall waive staff fees related to the annexation of the TERRITORY. Fees related to the redevelopment of the TERRITORY shall be the responsibility of the OWNER who shall promptly pay to the VILLAGE all VILLAGE staff review fees and costs of professional fees associated with the development of the TERRITORY, including planning, engineering and legal service within thirty (30) days of invoice from the VILLAGE. All such costs and fees shall be billed at fair and reasonable rates.

14.2 GOVERNING LAW; ENFORCEMENT; REMEDIES

A.) The laws of the State of Illinois shall govern the validity, performance and enforcement of this Agreement. Enforcement shall be by an appropriate action or actions to secure the specific performance of this Agreement, or to secure any and all other remedies available at law or in equity in connection with, the covenants, agreements, conditions, and obligations contained herein. Venue for any action is in the Circuit Court of Will County, Illinois.

B.) In the event of a material breach of this Agreement, the parties agree that the defaulting party shall have thirty (30) days after notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein; provided, however, any breach by the OWNER reasonably determined by the VILLAGE to involve health or safety issues may be the subject of immediate action by the VILLAGE without notice or 30 day delay.

C.) In the event either the OWNER or VILLAGE in the performance of any of its obligations under this Agreement is delayed for causes which are beyond the reasonable control of the party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; strikes; material shortages; lockouts; the revocation, suspension or inability to secure any necessary governmental permit, other than a VILLAGE license or permit; and any similar case,) the time for such performance shall be extended by the amount of time of such delay.

D.) The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition but the same shall continue in full force and effect

14.3 INTEGRATION AND AMENDMENT

A) This Agreement supersedes all prior agreements and negotiations between the parties and sets forth all promises, inducements, agreements, conditions, and understandings between and among the parties relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between or among them, other than are herein set forth.

B) Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the

parties unless reduced to writing and signed by them or their successor in interest or their assigns.

14.4 INDEMNIFICATION The OWNER indemnifies and holds the VILLAGE, its officers, agents, and employees harmless from any and all claims, demands, suits, proceedings, and causes of action in any way related to or having any nexus to the annexation, rezoning, or development of the TERRITORY described in this Agreement.

14.5 TIME IS OF ESSENCE Time is of the essence of this Agreement and all documents, agreements, and contracts pursuant hereto.

14.6 NOTICE All notices, elections, and other communications between the parties hereto shall be in writing and shall be mailed by certified mail, return receipt requested, with proper postage prepaid, or delivered personally, to the parties at the following addresses, or at such other address as the parties may, by notice, designate:

If to the VILLAGE:	Village Administrator Village of Frankfort 432 W. Nebraska Street Frankfort, IL 60423	Village Clerk Village of Frankfort 432 W. Nebraska St. Frankfort, IL 60423
--------------------	--	---

If to the OWNER:	First United Bank as Trustee Under Trust Agreement dated December 18, 1998 and known as TRUST #1902
------------------	--

Notices shall be deemed received on the third business date following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

14.7 TERM OF AGREEMENT This Agreement shall be valid and binding for a period of twenty (20) years.

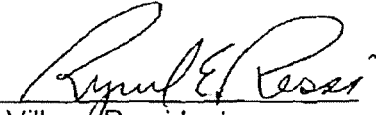
14.8 SUCCESSOR AND ASSIGNS This Agreement shall be valid and binding upon, and shall inure to the benefit of the OWNER, their successors and assigns, and is further intended to be binding upon each successive lot owner of the various lots of record created by the approval and recording of Final Plats, as well as the VILLAGE and its successor municipal authorities.

14.9 SEVERABILITY This Agreement is severable. Should any provision of this Agreement, or application thereof to any party or circumstance, be held invalid and such invalidity does not affect other provisions or

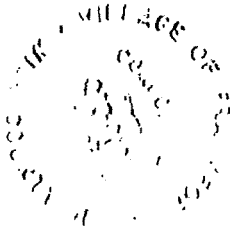
applications of this Agreement which can be given effect without the invalid application or provision, then all remaining provisions and applications of this Agreement shall remain in full force and effect.

- 14.10 EXECUTION IN CORPORATE CAPACITY The OWNER agrees those individuals acting upon and signing this Agreement for the Village of Frankfort are acting solely in their respective corporate and representative capacities with the VILLAGE and shall not be individually or personally liable for the performance of any of the terms, conditions or obligations under this Agreement.
- 14.11 RECORDING This Agreement shall be recorded by the VILLAGE with the Recorder of Deeds of Will and Cook Counties, Illinois.
- 14.12 AMENDMENTS The parties agree that this Agreement and all Exhibits attached hereto may be amended only by mutual consent of the parties by the adoption of an ordinance or resolution of the VILLAGE approving said amendment or resolution, as provided by law, and the execution of said amendment by the parties hereto, or their successors in interest.
- 14.13 HEADINGS The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.
- 14.14 COUNTERPARTS This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.
- 14.15 ORIGINALS This Agreement may be reproduced by means of carbons, Xerox process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.
- 14.16 SINGULAR AND PLURAL Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.
- 14.17 WAIVER No waiver by either party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereof. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.
- 14.18 ENTIRE AGREEMENT Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the entire Agreement of the parties.

VILLAGE OF FRANKFORT

By: 
Village President

Attest: 
Village Clerk



OWNER FIRST UNITED BANK
Trustee for Trust # 1902,
dated December 18, 1998

By: 
Linda Lee Gutz

Attest: 
Senior Vice President/Asst. Trust Officer

PREPARED BY AND RETURN TO:

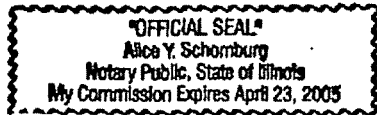
Village of Frankfort
432 W. Nebraska Street
Frankfort, IL 60432
Attention: Village Clerk

STATE OF ILLINOIS)
) SS
 COUNTY OF WILL)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that Raymond Rossi, as Village President of the Village of Frankfort, Illinois, and Thomas Bartkus, as Village Clerk of the Village of Frankfort, Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument on behalf of the Village of Frankfort as the free and voluntary act of said Village of Frankfort for the uses and purposes therein set forth; and the said Thomas Bartkus, as Village Clerk then and there acknowledged that he, as custodian of the seal of said corporation, did affix the seal to the foregoing instrument as his free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notary seal this 17 day of NOVEMBER, 2003



Alice Y. Schomburg
 Notary Public

STATE OF ILLINOIS)
) SS
 COUNTY OF WILL)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in, and for, the said County and State aforesaid, do hereby certify that ^{Linda Leelan - J. Donald W. Borowski} ~~Land Trust Officer & Sr VP/Asst T.O.~~, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument for the uses and purposes therein set forth.

Given under my hand and notary seal this 10th day of November, 2003



Kelly Meyer
 Notary Public

LEGAL DESCRIPTION**WARNING****PIN: 18-13-01-400-030-0000**

THE SOUTH 558.89 FEET OF THE NORTH 641.39 FEET, EXCEPT THE SOUTH 458.89 FEET OF THE EAST 605.00 FEET THEREOF, OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

PIN: 18-13-01-400-032-0000

THE SOUTH 180.00 FEET OF THE NORTH 362.50 FEET OF THE EAST 605.00 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

11/

Exhibit A
Exhibit 1 - 14

PLAT OF ANNEXATION

TO THE VILLAGE OF FRANKFORT, ILLINOIS

of

Parcel 1:

The South 558.89 feet of the North 641.39 feet, except the South 458.89 feet of the East 605.00 feet thereof, of the East Half of the Southeast Quarter of Section 1, Township 34 North, Range 12 East of the Third Principal Meridian,

Parcel 2:

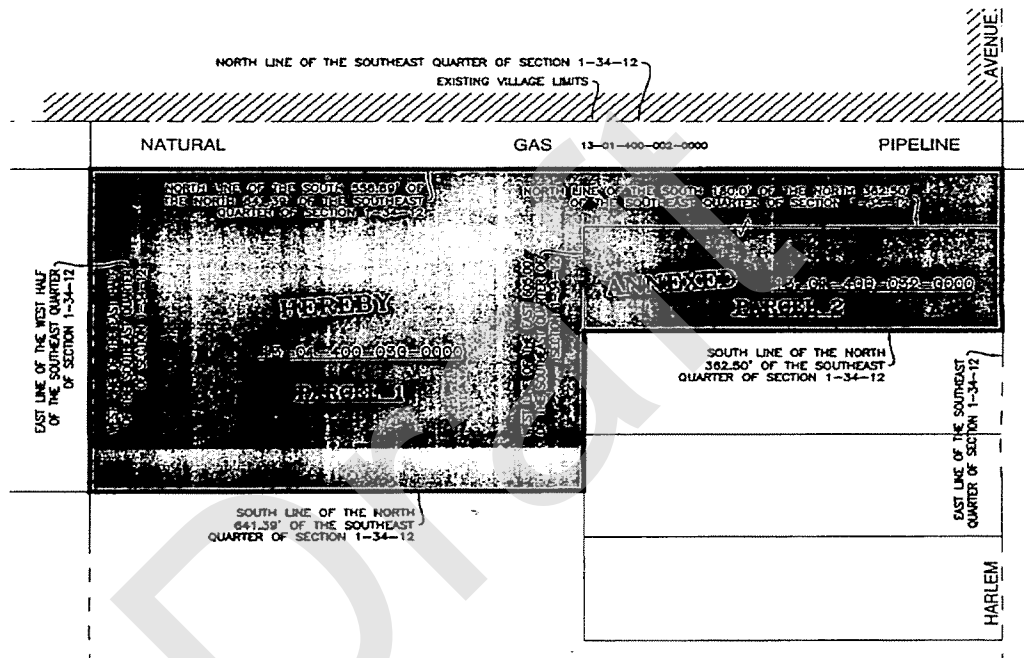
The South 180.00 feet of the North 362.50 feet of the East 605.00 feet of the East Half of the Southeast Quarter of Section 1, Township 34 North, Range 12 East of the Third Principal Meridian,

All in Will County, Illinois.

P.L.N.'s 13-01-400-030-0000 and 13-01-400-032-0000



100 0 100
SCALE 1" = 200'



STATE OF ILLINOIS } SS
COUNTY OF COOK }

I, RANDELL E. GANN, an Illinois Professional Land Surveyor, do hereby state that the hereon drawn plat has been prepared at and under my direction for the purpose of annexing the property described herein to the Village of Frankfort, Illinois.

SOUTH HOLLAND, ILLINOIS SEPTEMBER 15, A.D. 2003

Randell E. Gann
Certificate No. 035-003241 (11/30/04)



Owner:
First United Bank
Trust #1902
7628 W. Lincoln Highway
Frankfort, Illinois 60423

Approved by the President and Village Trustees of the Village of Frankfort, Illinois at a meeting held this 15 day of DECEMBER, A.D. 2003.

By: *Randell E. Gann*, Attest: *Mary Ann Stukel*
Village President Village Clerk



MARY ANN STUKEL
Will County Recorder
Will County

R 2003302056 Page 15 of 27
PC2 Date 12/12/2003 Time 16:09:14
Recording Fees: 41.00

Note:
According to chapter 65 Section 7-1-1, the New boundary shall extend to the far side of any adjacent highway and shall include all of every highway within the area annexed even though not included in the legal description as set forth above.

S03-09-011_PLAT OF ANNEXATION.dwg

EXHIBIT B

S03-09-011

ROBINSON ENGINEERING, LTD.
CONSULTING REGISTERED PROFESSIONAL ENGINEERS
AND PROFESSIONAL LAND SURVEYORS
17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
(708) 331-6700 FAX (708) 331-3826
ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.

PLAT OF DEDICATION

FOR PUBLIC STREET, PUBLIC UTILITIES AND DRAINAGE TO THE VILLAGE OF FRANKFORT, ILLINOIS

of

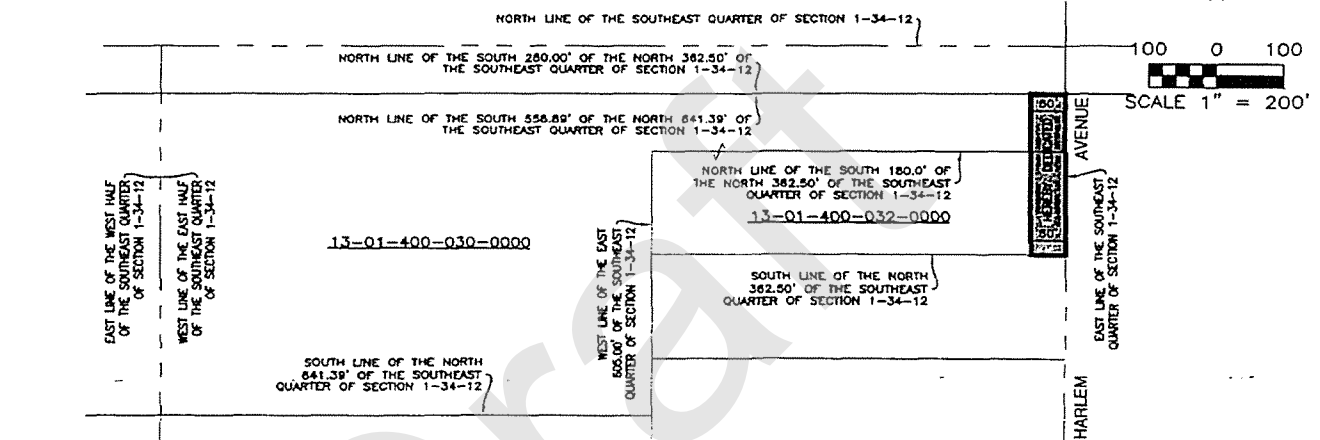
Public Street Dedication:

The East 50 feet of the South 280.00 feet of the North 362.50 feet of the Southeast Quarter of Section 1, Township 34 North, Range 12 East of the Third Principal Meridian,

All in Will County, Illinois.

Easement Provisions:

An easement is reserved and granted to the Village of Frankfort, Illinois and those public utilities operating under franchise from the Village of Frankfort, Illinois including but not limited to Commonwealth Edison, SBC Ameritech, Nicor, Comcast and their successors and assigns over, under, across, and along the surface of the property shown on the plat marked "HEREBY DEDICATED" for the perpetual right, privilege, and authority to construct, reconstruct, repair, inspect, maintain, and operate various utility transmission and distribution systems over, under, across, and along the surface of the property shown on the plat marked "HEREBY DEDICATED". Together with right of access across the property for necessary employees and equipment to do any of the aforementioned operations. The right is also granted to cut down, trim, or remove any trees, shrubs, or other plants and roots on the property shown on the plat marked "HEREBY DEDICATED" and that interfere with the operation of the aforementioned utilities. No permanent structures shall be placed on the property shown on the plat marked "HEREBY DEDICATED" after the recordation of this document, but same area may be used for purposes that do not then or later interfere with the operations of the aforementioned utilities.



STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, RANDALL E. GANN, an Illinois Professional Land Surveyor, do hereby state that I have surveyed the property described in the caption to the hereon drawn plat, for the purpose of dedicating same for public street, public utilities and drainage and that said plat is a true and correct representation of said survey and dedication. Dimensions shown hereon are in feet and decimal parts thereof and are corrected to a temperature of 62 degrees Fahrenheit.

SOUTH HOLLAND, ILLINOIS SEPTEMBER 13, A.D. 2003

Randall E. Gann
Registration No. 035-003241 Expires 11/30/04



STATE OF ILLINOIS }
COUNTY OF COOK } SS

ROBINSON ENGINEERING, LTD., does hereby state that a survey has been made at and under its direction to the property described hereon for the purpose of dedicating same for public street, public utilities and drainage as shown hereon.

ROBINSON ENGINEERING, LTD.

SOUTH HOLLAND, ILLINOIS SEPTEMBER 13, A.D. 2003

By *[Signature]*
DIRECTOR OF ENGINEERING



Do not fold original mylar plat.

Upon recordation of this document, return signed original or copy thereof to the following:

Village of Frankfort
432 W. Nebraska Street
Frankfort, Illinois 60423
Attention: Village Clerk

DISCLAIMER:

Robinson Engineering, Ltd., and the employees do not warrant or guarantee the accuracy of the information relative to the ownership of the property covered by this instrument.

A thorough search of the title should be made prior to any reliance on the ownership indicated herein. Use of this instrument as evidence of title is done at the user's risk.

S03-09-012_PLAT OF DEDICATION.dwg

STATE OF ILLINOIS }
COUNTY OF WILL } SS

The undersigned, FIRST UNITED BANK, AS TRUSTEE UNDER TRUST AGREEMENT KNOWN AS TRUST ~~184001128~~ UHholder of the property described hereon, does hereby certify that, as such UHholder, it has caused said property to be surveyed for the purpose of dedicating same for public street, public utilities and drainage as shown hereon.

DATED THIS 10th DAY OF November 2003

By: *[Signature]*
Land Trust Officer

ATTEST:

[Signature]

STATE OF ILLINOIS }
COUNTY OF WILL } SS

I, Kelly Meyer, a Notary Public in and for the State of Illinois, do hereby certify that *[Signature]* and *[Signature]* of FIRST UNITED BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such *[Signature]* and *[Signature]* appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Bank, as trustee, for the uses and purposes therein set forth; and that the said *[Signature]* did also then and there acknowledge that he/she, as Custodian of the Corporate Seal of said Bank, did affix said Seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank, as trustee, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS 10th DAY OF November 2003

Kelly Meyer
NOTARY PUBLIC

"OFFICIAL SEAL"
Kelly Meyer
Notary Public, State of Illinois
My Commission Expires April 02, 2007

Approved by the President and the Board of Trustees of the Village of FRANKFORT, ILLINOIS, at a meeting held this 10th day of November 2003.

By: *[Signature]* VILLAGE PRESIDENT ATTEST: *[Signature]* VILLAGE CLERK

I hereby certify that I find no deferred installments of outstanding unpaid special assessments due against the property described hereon.

By: *[Signature]*
VILLAGE CLERK

EXHIBIT B S03-09-012 PLAT OF DEDICATION.dwg

ROBINSON ENGINEERING, LTD.
CONSULTING REGISTERED PROFESSIONAL ENGINEERS
AND PROFESSIONAL LAND SURVEYORS

17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
(708) 331-5700 FAX (708) 331-3826

ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.

STATE OF ILLINOIS)
COUNTY OF WILL) SS

BEFORE THE CORPORATE AUTHORITIES OF
THE VILLAGE OF FRANKFORT, ILLINOIS

IN THE MATTER OF:)

THE ANNEXATION OF CERTAIN)
TERRITORY TO THE VILLAGE OF)
FRANKFORT, WILL COUNTY,)
ILLINOIS.)

PETITION FOR ANNEXATION

TO THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS.

NOW COMES the Petitioner(s) who request(s) the annexation of the Territory hereinafter described to the Village of Frankfort, Will and Cook Counties, Illinois, and states:

1. That the Territory requested to be annexed to the Village of Frankfort is described in Exhibit A which is attached hereto and by reference, specifically made a part hereof.
2. That the Petitioner(s) are all of the owners of record of all land within the Territory to be annexed.
3. That the Petitioner(s) are at least fifty-one (51%) percent of the electors residing on the Territory.

- OF -

~~That no electors reside on the Territory.~~

~~(Strike One)~~

Jerry & Terri Warning
FODVIS PIN 13-01-400-030-0000

17

EXHIBIT C

Exhibit 1 - 17

4. That the Territory is not within the corporate limits of any municipality nor is the Territory or any part thereof the subject of any petition or court proceeding for annexation to any other municipality.

WHEREFORE, the Petitioner(s) request(s) the Village of Frankfort to annex the Territory. DATED at Frankfort, Will County, Illinois, this 10 day of November, 2003.

Petitioner(s)
(Property Owners)
(Not in Land Trust)

Petitioner(s)
(Electors residing on property)

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Petitioner
(If Property Owner a Land Trust)

(Complete Name of Trustee and Trust
Identification)

First United Bank, Trustee w/t 1902 dated 12/12/98

By: *Linda Lee Kutz* Land Trust Officer
(Signature of Trust Officer and Title)

Draft

STATE OF ILLINOIS)
)SS
 COUNTY OF WILL)

VERIFICATION
(Owners – Non-Trustee/Electors)

The undersigned being first duly sworn upon oath, deposes and says they have read the foregoing Petition to which they have in their above-named capacity subscribed, know the contents thereof and that the same is true to the best of their knowledge and belief.

Subscribed and sworn to before me this _____
 day of _____, 20____.

 Notary Public

STATE OF ILLINOIS)
)SS
 COUNTY OF WILL)

VERIFICATION
(Trustees)

The undersigned being first duly sworn upon oath, deposes and says he signed the foregoing Petition, not individually, but solely on behalf of and as the representative of the afore described Trustee, which is the record title owner of the Territory sought to be annexed, knows the contents thereof, and that the same is true to the best of the Trustee's information and belief.

First United Bank Trustee #1902
Linda Lee Ruby
 Land Trust Owner

Subscribed and sworn to before me this 10th
 day of November, 2003.

Kelly Meyer
 Notary Public



LEGAL DESCRIPTION**WARNING****PIN: 18-13-01-400-030-0000**

THE SOUTH 558.89 FEET OF THE NORTH 641.39 FEET, EXCEPT THE SOUTH 458.89 FEET OF THE EAST 605.00 FEET THEREOF, OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

PIN: 18-13-01-400-032-0000

THE SOUTH 180.00 FEET OF THE NORTH 362.50 FEET OF THE EAST 605.00 FEET OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

21

Exhibit A
Exhibit 1 - 21

STATE OF ILLINOIS)
) SS
 COUNTY OF WILL)

**BEFORE THE CORPORATE AUTHORITIES OF
 THE VILLAGE OF FRANKFORT, ILLINOIS**

IN THE MATTER OF:)

 THE ANNEXATION OF CERTAIN)
 TERRITORY TO THE VILLAGE OF)
 FRANKFORT, WILL COUNTY,)
 ILLINOIS.)

PETITION FOR ANNEXATION

TO THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
 FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS.

NOW COMES the Petitioner(s) who request(s) the annexation of the Territory
 hereinafter described to the Village of Frankfort, Will and Cook Counties, Illinois, and states:

1. That the Territory requested to be annexed to the Village of Frankfort is described in
 Exhibit A which is attached hereto and by reference, specifically made a part hereof.
2. That the Petitioner(s) are all of the owners of record of all land within the Territory to
 be annexed.
3. That the Petitioner(s) are at least fifty-one (51%) percent of the electors residing on
 the Territory.

~~or~~

~~That no electors reside on the Territory.~~

Jerry & Terri Warning
 PIN 13-01-400-032-0000

~~(Strike One)~~

22

EXHIBIT C
 Exhibit 1_- 22

4. That the Territory is not within the corporate limits of any municipality nor is the Territory or any part thereof the subject of any petition or court proceeding for annexation to any other municipality.

WHEREFORE, the Petitioner(s) request(s) the Village of Frankfort to annex the Territory. DATED at Frankfort, Will County, Illinois, this 10 day of November, 2003.

Petitioner(s)
(Property Owners)
(Not in Land Trust)

Petitioner(s)
(Electors residing on property)

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Petitioner
(If Property Owner a Land Trust)

(Complete Name of Trustee and Trust
Identification)

First United Bank, Trustcut #1902 dated 12/18/98

By: *Linda Lee Lutz* Land Trust Officer
(Signature of Trust Officer and Title)

Draft

STATE OF ILLINOIS)
)SS
 COUNTY OF WILL)

VERIFICATION
 (Owners – Non-Trustee/Electors)

The undersigned being first duly sworn upon oath, deposes and says they have read the foregoing Petition to which they have in their above-named capacity subscribed, know the contents thereof and that the same is true to the best of their knowledge and belief.

Subscribed and sworn to before me this _____
 day of _____, 20____.

 Notary Public

STATE OF ILLINOIS)
)SS
 COUNTY OF WILL)

VERIFICATION
 (Trustees)

The undersigned being first duly sworn upon oath, deposes and says he signed the foregoing Petition, not individually, but solely on behalf of and as the representative of the afore described Trustee, which is the record title owner of the Territory sought to be annexed, knows the contents thereof, and that the same is true to the best of the Trustee's information and belief.

First United Bank Trustee with #1902

Jenna Lee Lutz
 Land Trust Officer

Subscribed and sworn to before me this 10th
 day of November, 2003.

Kelly Meyer
 Notary Public



LEGAL DESCRIPTION**WARNING****PIN: 18-13-01-400-030-0000**

THE SOUTH 558.89 FEET OF THE NORTH 641.39 FEET, EXCEPT THE SOUTH 458.89 FEET OF THE EAST 605.00 FEET THEREOF, OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

PIN: 18-13-01-400-032-0000

THE SOUTH 180.00 FEET OF THE NORTH 362.50 FEET OF THE EAST 605.00 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

EXHIBIT D**EXISTING USES****WARNING PROPERTY**

1. Agricultural uses: farming, storage of grain, outdoor storage of farm equipment, raising of livestock
2. Hunting (except as outlined in Section 5)
3. Brush Fires (provided OWNER contacts the Frankfort Fire District prior to starting any open fires or burning of landscape materials)
4. Single family residence
5. Use of above ground fuel tanks
6. Use of windmill
7. Boarding of horses
8. Use of ATV or Dirt bikes
9. Use of Front Gates
10. Outdoor storage of excavating equipment and commercial vehicles related to existing excavation business.
11. Use of Pole Barn

27

SETTLEMENT AGREEMENT

This agreement is entered into between the Village of Frankfort (“Village”), Jerry Warning and Terri Warning (“the Warnings”), Southern Charm Venues, Inc. (“Southern Charm”), an Illinois corporation, and Chicago Title Land Trust Company TR FUB 1902, as successor trustee to First United Bank T/U/T dated December 18, 1998 and known as Trust No. 1902.

WHEREAS, the Village of Frankfort is an Illinois Municipal Corporation located in Will County, Illinois;

WHEREAS, Jerry Warning and Terri Warning are residents of Frankfort, Illinois;

WHEREAS, First United Bank Trust Number 1902 (hereinafter “Trust 1902”) is the record owner of the property commonly known as 23504 S. Harlem Ave. Frankfort, Will County, Illinois 60423 (hereinafter “Subject Property”) and legally described as follows:

The South 558.89 feet of the North 641.39 feet, except the South 458.89 feet of the East 605.00 feet thereof, of the East 1/2 of the Southeast 1/4 of Section 1, Township 34 North, Range 12 East of the Third Principal Meridian, in Will County, Illinois.

PIN: 18-13-01-400-030-0000

Attached hereto and incorporated herein as *Exhibit A* is the Warranty Deed In Trust recorded with the Will County Recorder on December 24, 1998 as R98155988;

WHEREAS, the Warnings are – jointly or individually – the beneficial owners of the land trust;

WHEREAS, there is a pole barn (“Barn”) located on the Property;

WHEREAS the Village of Frankfort entered into an annexation agreement with Jerry and Terri Warning on November 10, 2003, (“Annexation Agreement”), a copy of which is attached hereto as *Exhibit A* and which is to be amended pursuant to a separate agreement between the parties;

WHEREAS, Southern Charm Venues, Inc. (“Southern Charm”) is an Illinois Corporation;

WHEREAS, the Warnings and Southern Charm currently use and operate the Barn for:
(a) the operation of Jerry Warning’s construction and excavation business, and (b) offering the venue, for rent and/or by donation, as a special events venue for private events, including parties, weddings and other special events;

WHEREAS, the Village filed a complaint (“the Village’s lawsuit”) in the Circuit Court of the Twelfth Judicial Circuit (Will County) against the Warnings, which complaint sought to prevent using the Barn for special events for compensation;

WHEREAS, Defendants filed a counterclaim in the Village’s lawsuit;

WHEREAS, a trial was held before Judge John Anderson on the Village’s complaint but not on the counterclaim and Judge Anderson entered a Memorandum Decision and Order, which decision is attached and incorporated herein as *Exhibit B*;

WHEREAS, the Village has filed an appeal of Judge Anderson’s ruling;

WHEREAS, Judge Anderson has reserved the Warnings’ counterclaim for later determination and the Village has filed a notice of appeal of Judge Anderson’s decision on the issues tried;

WHEREAS, the parties have determined that it is in their best interest to enter into a settlement agreement to resolve all of their differences;

WHEREAS, an amendment to an annexation agreement requires a public hearing prior to any approval by the Village Board;

IT IS HEREBY AGREED:

1. The above preamble is hereby incorporated into the amendment to the Annexation Agreement.
2. The parties have agreed to submit a proposed amendment to the Annexation Agreement for public hearing and approval by the Village Board. A copy of the Amendment to the Annexation Agreement is attached hereto as *Exhibit C* without attachments thereto.
3. This Agreement does not require the Village Board to approve the Amended Annexation Agreement but does require the Board to consider the Amended Annexation Agreement after a public hearing.
4. In the event that the Village Board approves the Amended Annexation Agreement or another Amended Annexation Agreement acceptable to the parties, the Warnings agree to dismiss their counter claim, with prejudice, within 14 days of the Village adopting the ordinance approving the proposed Amended Annexation Agreement and the Amended Annexation Agreement being recorded with the Will County Recorder of Deeds.
5. In the event that the Village Board approves the Amended Annexation Agreement or another Amended Annexation Agreement acceptable to the parties, the Village shall dismiss its appeal within 14 days of the adoption of the ordinance approving the proposed Amended Annexation Agreement.
6. The mutual releases provided in paragraphs 8 and 9 herein will become effective upon the Village adopting an ordinance approving the proposed amended annexation agreement.
7. In the event that the Amendment to the Annexation Agreement is not adopted, this Agreement will terminate and each party shall be free to pursue its legal rights as though this Agreement had never existed.

8. Release of Defendants—In consideration for the above-described consideration set forth herein, the Village of Frankfort hereby fully and forever release, remise, acquit and discharge First United Bank Trust Number 1902, Jerry Warning, Terri Warning, Shannon Janeliunas and Southern Charm Venues, Inc. and their successors, affiliates, related entities, subsidiaries, divisions, departments, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and elected officials from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which Plaintiff asserted or could have asserted in the lawsuit. Nothing herein shall be construed to release Defendants from any obligations under this Agreement.

9. Release of Plaintiff. In consideration of the above described consideration, First United Bank Trust Number 1902, Jerry Warning, Terri Warning, Shannon Janeliunas and Southern Charm Venues, Inc. ("Defendants") hereby fully and forever release, remise, acquit and discharge the Village of Frankfort, its successors, affiliates, related entities, subsidiaries, divisions, departments, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and elected officials from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which Defendants asserted or could have asserted in the lawsuit. Nothing herein shall be construed to release Plaintiffs from any obligations under this Agreement.

10. With respect to the continued use of the Barn by the Warnings and Southern Charm, the parties agree as follows:

The use of the Barn shall be limited as follows:

(a) The Barn shall only be rented out to individuals for the purpose of holding private special events, including, but not limited to, weddings, wedding receptions, birthday and retirement parties, end of life celebrations and other special events as provided herein.

(b) In addition to renting the Barn for private special events, the Warnings and Southern Charm are permitted to rent items necessary or convenient for the holding of weddings and other special events such as tables, chairs, centerpieces, and tablecloths.

(c) The maximum number of weddings and private special events to be held at the Barn during any year is 36. In addition to the 36 weddings and private special events, the Warnings and Southern Charm shall be permitted to offer the space for wedding rehearsals to the person(s) renting the Barn for a wedding. Such rehearsal shall take place within 2 days of the wedding and not count as a separate event.

(d) In addition to the 36 weddings and private special events, the Warnings and Southern Charm are allowed to hold 12 other events for payment.

(e) The Warnings and Southern Charm shall not be permitted to sell alcohol or otherwise provide alcohol to guests. The provision of alcohol is not prohibited at the weddings and private special events but shall only be provided by fully licensed third parties.

(f) Alcohol shall be allowed to be provided to guests by an individual or business licensed by the state of Illinois provided that the individual or business is not owned by or otherwise affiliated with the Warnings and Southern Charm.

(g) Licensed providers shall submit an application for a local license on a Village Form as attached hereto as Exhibit B. The Village shall promptly process the application within seven days of submission, in accordance with the procedures agreed to by the parties.

(h) There shall be no charge and no tickets for admission to any event held at Southern Charm.

(i) There shall be no charge to any guest for the provision of alcohol.

(j) There shall be no general admission to any wedding or wedding reception held at the Barn.

(k) In addition to the weddings and other private special events for which there is a charge, the Warnings shall be allowed to hold private events at the Barn for which they are using it personally without charge to attendee.

(l) This agreement shall be valid and binding upon, and shall inure to the benefit of the Warnings and Southern Charm and their first successor owner.

(m) The continuation of the use of the Barn for the purpose of being rented out for weddings, wedding receptions and other private special events shall only be allowed under this Agreement while the property is owned by the Warnings, or any of their children or Southern Charm or an immediate successor to the Warnings, or any of their children and the business of renting the property is conducted through the Warnings, or any of their children or Southern Charm or an immediate successor to the Warnings or Southern Charm.

(n) An immediate successor shall not mean the Warnings or any of the Warning children, but shall mean:

(i) an individual or entity that purchases or leases the Property in whole or

in part from the Warnings or any of the Warning children, and shall also mean:

(ii) an individual or entity that acquires a controlling interest in Southern Charm either through a purchase of the assets of Southern Charm or through the acquisition of a controlling interest in Southern Charm.

(o) The continued use of the Barn for weddings, wedding receptions and other private special events shall be prohibited when there is a transfer to a second successor.

A second successor shall mean a person or entity, who after there has been an immediate successor, is:

(i) an individual or entity that purchases or leases the Property in whole or in part, and shall also mean:

(ii) an individual or entity that acquires a controlling interest in Southern Charm or the immediate successor either through a purchase of the assets of Southern Charm or the immediate successor or through the acquisition of a controlling interest in Southern Charm or the immediate successor.

(p) In order to continue using the property to host weddings, parties, or other gatherings, Owners shall: Provide handicap parking spaces in a quantity sufficient to meet applicable ordinances governing the provision of handicap parking.

(q) Either the Warnings or Southern Charm shall obtain a business license from the Village of Frankfort.

11. This Agreement constitutes the entire, complete and integrated statement of each and every term and provision agreed to by and among the parties and is not subject to any condition not provided for herein. This Agreement supersedes any prior representations, promises, or warranties (oral or otherwise) made by any party in respect to this matter, and no party shall be liable or bound to any other party for any prior representation, promise or

warranty (oral or otherwise) except for those expressly set forth in this Agreement. This Agreement shall not be modified in any respect except by a writing executed by all parties hereto.

12. It is acknowledged that each party, with the assistance of competent counsel, has participated in the drafting of this Agreement. The parties agree that this Agreement has been negotiated at arms' length by parties of equal bargaining power, each of whom was represented by competent counsel of its own choosing. None of the parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.

13. The parties expressly declare and represent that they have read this Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The parties further expressly declare and represent that they fully understand the content and effect of this Agreement, that they approve and accept the terms and conditions contained herein, and that they enter into this Agreement willingly, knowingly, and without compulsion.

14. Each of the undersigned further declares and represents that he or she is competent to execute this instrument and that he or she is duly authorized, and has the full legal right and authority, to execute this Agreement on behalf of the party for whom he or she is signing.

15. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Agreement.

16. The parties agree that the terms of this Agreement are contractual and that any dispute as to its interpretation shall be interpreted in accordance with the laws of the State of Illinois, without regard for its choice of law rules.

17. The parties agree that any disputes regarding or arising out of this Agreement must be brought and heard in the Circuit Court of Will County, Illinois and the parties hereby consent to the venue and exercise of jurisdiction over them by such courts.

Jerry Warning Date

Terri Warning Date

Southern Charm Venues, Inc., by Terri Warning, President Date

Chicago Title Land Trust Company TR FUB 1902, as successor trustee to Date
First United Bank T/U/T dated December 18, 1998 and known as Trust No.
1902 by _____

Village of Frankfort, by Keith Ogle, Mayor Date

R2003302056_1

MARY ANN STUKEL

27P

Will County Recorder

Will County

R 2003302056

Page 1 of 27

PC2 Date 12/12/2003 Time 16:09:14

Recording Fees: 41.00

ANNEXATION AGREEMENT
FOR
JERRY AND TERRI WARNING
FRANKFORT, ILLINOIS

1 of 27^{3C}

Exhibit 2
Exhibit D
Exhibit A - 1

LIST OF EXHIBITS
ANNEXATION AGREEMENT

<u>EXHIBITS</u>	<u>DESCRIPTIONS</u>
Exhibit A	Legal Description of Territory
Exhibit B	Plat of Annexation Plat of Dedication
Exhibit C	Petition for Annexation
Exhibit D	Existing Uses

Draft

Exhibit 2

Exhibit A - 2

ANNEXATION AGREEMENT
FOR

JERRY AND TERRI WARNING
OF FRANKFORT, ILLINOIS

Prepared by and Mail to:

Village of Frankfort
432 W. Nebraska St.
Frankfort, IL 60423

(Above Space for Recorder's Use Only)

ANNEXATION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on this _____ day of _____, 2003, by and between the VILLAGE OF FRANKFORT, a municipal corporation, located in Will County, Illinois (hereinafter referred to as the "VILLAGE"), and FIRST UNITED BANK TRUST # 1902, dated December 18, 1998, (hereinafter referred to as "OWNER").

WITNESSETH:

WHEREAS, at the time of execution of this Agreement, OWNER is the sole owner of record of a parcel of real estate (hereinafter referred to as "TERRITORY") which is the subject matter of this Agreement. This real estate is legally described in Exhibit A, which is attached hereto and by reference incorporated herein and commonly located south of Steger Road and West of Harlem Avenue and is designated for real estate tax purposes with Permanent Index Numbers (PIN) 13-01-400-030 & 13-01-400-032. This real estate (hereinafter referred to as "TERRITORY") is collectively comprised of approximately 12.77 acres, more or less, and is shown on the Plat of Survey attached and incorporated herein as Exhibit B, and

WHEREAS, the property is presently zoned A-1 under the provisions of the County Zoning Ordinance for agricultural uses; and

WHEREAS, the OWNERS have filed a Petition to Annex the TERRITORY to the Village and represent there is no Petition filed to Annex the TERRITORY to any other municipality; and

WHEREAS, upon the Territory becoming contiguous, OWNER desires to have the TERRITORY annexed to the VILLAGE upon the terms and conditions provided in this Agreement; and

WHEREAS, the VILLAGE has duly fixed the time for, given notice and conducted public hearings regarding this Agreement and Petition for the TERRITORY, pursuant to the Ordinances of the VILLAGE and the laws of the State of Illinois.

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

1. **INCORPORATION OF PREAMBLE** That the foregoing Preamble is incorporated and by reference, made a part of this Agreement.

Exhibit 2

2. **ANNEXATION** OWNER has filed with the Village Clerk an Irrevocable Petition for Annexation of the Territory to the Village of Frankfort conditioned upon the terms and provisions of this Agreement, the petition having been prepared, executed and filed in accordance with Ill. Rev. Stat., c 24, Section 7-1-8 and ordinances and other requirements of the Village. A copy of the petition is attached as Exhibit "C" and made a part of this Agreement. Upon the Territory becoming contiguous, the Corporate Authorities shall annex the Territory by enacting an ordinance (the "Annexation Ordinance") which shall be effective immediately upon its passage.

3. **ZONING** The VILLAGE shall, immediately after the annexation of the TERRITORY, classify and zone the TERRITORY under the AG Agricultural District of the Village of Frankfort Zoning Ordinance as from time to time amended. The VILLAGE understands the OWNER is desirous of commercial zoning if the market dictates such, therefore upon application by the OWNER, the Village shall rezone part or all of the TERRITORY with a commercial zoning of B-1, B-2 or B-4 , as amended from time to time, provided the TERRITORY is developed under a Planned Unit Development (PUD) special use, subject to approval of a PUD Plan.

4. **SUBDIVISION PLATS** At such time as the OWNER requests subdivision approval for the TERRITORY, the OWNER shall submit a Preliminary Plat of Subdivision in compliance with all applicable ordinances and regulations of the Village of Frankfort and the Will County Stormwater Ordinance, as from time to time amended, which approval shall not be unreasonably upheld by the VILLAGE.

5. **CONTINUATION OF USES** The OWNER shall be allowed to continue the existing uses and maintain existing structures on the property as outlined in Exhibit "D". Any expansion of these uses, construction of additional buildings, reconstruction of existing buildings or redevelopment of the TERRITORY will be subject to Village code and regulations as amended from time to time, except for construction or reconstruction of buildings related to the agricultural use of the property which shall be subject to Will County building code and regulations as amended from time to time. Notwithstanding the foregoing, in the event that any commercially or residentially zoned use of real property within the VILLAGE corporate limits which commences residential or commercial uses within five hundred feet (500') of the existing use of hunting or trap shooting on the TERRITORY, the OWNER shall immediately cease all hunting and trap shooting uses on the TERRITORY.

5.1 WEIGHT LIMIT ON HARLEM AVENUE. The VILLAGE understands that the OWNER currently operates vehicles no greater than 80,000 pounds in weight on Harlem Avenue and hereby grants permission to continue to use Harlem Avenue for vehicles which weigh no greater than 80,000 pounds unless permission is granted by the Village of Frankfort.

Exhibit 2

6. SANITARY SEWER AND WATER.

6.1 CONTINUATION OF WELL AND SEPTIC. The OWNER shall be allowed to continue the use of the existing well and septic facilities until the TERRITORY redevelops or at such time as OWNER elects to connect the existing residential use to Village sewer or water service. At such time of connection of the existing residential use to Village services, the existing well shall be allowed to continue to be used for landscape irrigation purposes but under no circumstances be allowed to be used for potable water .

6.2 CONNECTION TO VILLAGE SERVICES

Upon redevelopment of the TERRITORY, the OWNER shall file applications for permits to construct the off-site sewer and water improvements and shall, as directed, connect the TERRITORY to the VILLAGE'S sewer and water mains at the existing points of connection as identified by the VILLAGE engineer, once the necessary regulatory approvals are obtained. The water and sewer mains shall be sized to serve both the TERRITORY and such further users of water and sewer services as are approved by the VILLAGE. No users shall be permitted to connect to the sewer and water mains so constructed until the VILLAGE has inspected and approved all such lines and the lines have received final regulatory approval from the Illinois Environmental Protection Agency.

6.3 CONNECTION FEES. Upon connection to Village sanitary sewer or water service the OWNER shall be responsible for paying to the VILLAGE the then current sewer and water tap-on fees and capacity expansion fees, as provided for in the VILLAGE ordinances as amended from time to time. If the OWNER elects to connect the existing residence to VILLAGE utilities, the VILLAGE shall waive one sewer and one water tap-on fee at time of connection.

7. PUBLIC IMPROVEMENTS AND EASEMENTS. At the OWNER's sole cost and expense all on and off site Permanent Public Utility Easements and/or right-of-way necessary or convenient, as determined by the VILLAGE, shall be secured to develop the TERRITORY. Any Public Utility Easements granted to the VILLAGE shall allow, among other things, sanitary and storm sewer mains/lines and potable water mains and pipe lines together with all necessary or convenient above-ground appurtenances or structures to those facilities on or within the Easement. All Public Easements shall be in a form acceptable to and pre-approved by the VILLAGE. In the event that the OWNER is unable to obtain any easements necessary and convenient for the development of the TERRITORY or for the installation and construction of on-site and off-site public improvements, the VILLAGE may, but is under no obligation, upon request from the OWNER, exercise its powers of eminent domain to obtain such easements in the manner and to the extent provided by law, provided, however, that the OWNER shall fully reimburse and pay the VILLAGE, in full, within thirty (30) days of invoice, any judgments or settlements together with all its costs associated therewith, including but not limited to engineering, appraisal, legal and other professional fees and expenses. Any settlements must be approved by OWNER/DEVELOPER in writing.

Exhibit 2

8. **ROADWAY DEDICATIONS AND IMPROVEMENTS**

8.1 **HARLEM AVENUE**. The OWNER shall dedicate fifty (50') feet of property along the eastern portion of the TERRITORY to the VILLAGE for roadway, public utility, bike trail, sidewalk and other VILLAGE approved uses pursuant to a Final Plat of Subdivision and Village approved engineering plans. Upon redevelopment of the property the OWNER will be required to improve Harlem Avenue in accordance with final engineering plans as approved by the Village of Frankfort and the Cook County Highway Department.

9. **ELECTRIC, GAS, TELEPHONE, CABLE T.V.** All on-site electric, natural gas, cable television and any other non-VILLAGE owned and/or operated utility servicing the TERRITORY shall be by underground installation and pursuant to the requirements of the respective utility company or conformance with such utility's agreement with the VILLAGE. The OWNER, at its sole cost and expense, shall obtain any and all on and off site Easements necessary or convenient for the installation of such utilities and secure all necessary permits

10. **CONTRIBUTIONS AND OTHER FEES** . If the OWNER elects to develop the TERRITORY with residential uses, all applicable contributions and fees as required by the VILLAGE, as amended from time to time, shall be required, including but not limited to, School Contribution Fees, Library Fees, Recreational and Public Purpose Contribution, Transportation and Frankfort Fire Protection District Fees. Except as provided below, the calculation for such fees will be regulated by Village ordinance as amended from time to time. All future development of the TERRITORY regardless of use is subject to Utility Connection Fees, per Village ordinance as amended from time to time and as outlined in Paragraph 10.4 below. In particular the following contributions will be required of future development of the TERRITORY for residential uses .

- 10.1 **LIBRARY CONTRIBUTIONS** The OWNER shall make cash contributions to the Frankfort Library District pursuant to the following schedule of fees, payable contemporaneously with the issuance of building permits for each residential lot within the TERRITORY.

Library Contributions	
# of Bedrooms	Contribution
2-3	\$145.20
4	\$180.30
5+	\$218.70

- 10.2 **TRANSPORTATION FEE** Based upon the Village's Master Transportation, the OWNER shall pay the VILLAGE a transportation fee to benefit the transportation system pursuant to applicable Village Ordinances, as from time to time amended. This fee shall not be less than eight hundred eighty four dollars (\$884.00) per single family lot or five hundred fifty eight dollars (\$558.00) for attached housing unit to be paid contemporaneously with the issuance of Building Permits for each residential lot within the TERRITORY.

- 10.3 **FIRE PROTECTION DISTRICT** The OWNER shall make cash contributions to the Frankfort Fire Protection District pursuant to the

Exhibit 2

following schedule of fees, payable contemporaneously with the issuance of building permits for each residential lot within the TERRITORY.

Fire Dept. Contributions	
# of Bedrooms	Contribution
2	\$196.04
3	\$268.77
4	\$316.20
5	\$371.54

10.4 **UTILITY CONNECTION FEES** Upon OWNER complying with all requirements pursuant to Village Ordinance, regulations and this Agreement to permit the VILLAGE to approve the Final Plat of Subdivision and subject to the VILLAGE then having sufficient sanitary sewer treatment capacity and potable water supply to serve the TERRITORY, the OWNER shall pay the VILLAGE, prior to the VILLAGE signing the Final Plat, capacity expansion fees as then required by Ordinance, as from time to time amended. The OWNER shall also pay utility tap-on fees and other related utility charges and fees for each lot, as then required by ordinances, as from time to time amended, at the time of the issuance of the building permit. If the OWNER elects to connect the existing residence to VILLAGE utilities, the VILLAGE shall waive one sewer and one water tap-on fee at time of connection.

10.5 **CALCULATIONS OF FEES/CONTRIBUTIONS** The OWNER shall pay all current applicable fees and contributions. If any fees or contributions are increased, or new or other additional fees are established by Village Ordinance, the methodology of determining payment for residential lots will be calculated by dividing the total of the fees then due by the total number of single-family residential lots approved by the VILLAGE for the TERRITORY.

11 **APPLICABILITY OF VILLAGE CODES, ORDINANCES AND SIGNAGE** The VILLAGE and the OWNER, except as otherwise specifically provided herein, shall comply with United States, State of Illinois, statutes and regulations and all Village Ordinances, Codes, Regulations, Resolutions and Policies, as from time to time adopted and/or amended, in the development of the TERRITORY.

12 **SIGNAGE** The OWNER shall follow and fully adhere to all VILLAGE requirements for signage, as provided under the VILLAGE'S Sign Ordinance as from time to time.

13 **TAX REBATE** The VILLAGE shall rebate the Village corporate property tax portion of the property tax bill for the TERRITORY beginning in the tax year following the year of the execution of this agreement for the duration of the agreement or until such time as the property redevelops. Such rebate shall be provided upon evidence of payment of the property tax for the TERRITORY by the OWNER to the VILLAGE. The VILLAGE shall make the rebate payment within 30 days of request by the OWNER.

Exhibit 2

14 MISCELLANEOUS

14.1 VILLAGE STAFF AND PROFESSIONAL FEES AND COSTS The VILLAGE shall waive staff fees related to the annexation of the TERRITORY. Fees related to the redevelopment of the TERRITORY shall be the responsibility of the OWNER who shall promptly pay to the VILLAGE all VILLAGE staff review fees and costs of professional fees associated with the development of the TERRITORY, including planning, engineering and legal service within thirty (30) days of invoice from the VILLAGE. All such costs and fees shall be billed at fair and reasonable rates.

14.2 GOVERNING LAW; ENFORCEMENT; REMEDIES

A.) The laws of the State of Illinois shall govern the validity, performance and enforcement of this Agreement. Enforcement shall be by an appropriate action or actions to secure the specific performance of this Agreement, or to secure any and all other remedies available at law or in equity in connection with, the covenants, agreements, conditions, and obligations contained herein. Venue for any action is in the Circuit Court of Will County, Illinois.

B.) In the event of a material breach of this Agreement, the parties agree that the defaulting party shall have thirty (30) days after notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein; provided, however, any breach by the OWNER reasonably determined by the VILLAGE to involve health or safety issues may be the subject of immediate action by the VILLAGE without notice or 30 day delay.

C.) In the event either the OWNER or VILLAGE in the performance of any of its obligations under this Agreement is delayed for causes which are beyond the reasonable control of the party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; strikes; material shortages; lockouts; the revocation, suspension or inability to secure any necessary governmental permit, other than a VILLAGE license or permit; and any similar case,) the time for such performance shall be extended by the amount of time of such delay.

D.) The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition but the same shall continue in full force and effect

14.3 INTEGRATION AND AMENDMENT

A) This Agreement supersedes all prior agreements and negotiations between the parties and sets forth all promises, inducements, agreements, conditions, and understandings between and among the parties relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between or among them, other than are herein set forth.

B) Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the

Exhibit 2

parties unless reduced to writing and signed by them or their successor in interest or their assigns.

- 14.4 INDEMNIFICATION The OWNER indemnifies and holds the VILLAGE, its officers, agents, and employees harmless from any and all claims, demands, suits, proceedings, and causes of action in any way related to or having any nexus to the annexation, rezoning, or development of the TERRITORY described in this Agreement.
- 14.5 TIME IS OF ESSENCE Time is of the essence of this Agreement and all documents, agreements, and contracts pursuant hereto.
- 14.6 NOTICE All notices, elections, and other communications between the parties hereto shall be in writing and shall be mailed by certified mail, return receipt requested, with proper postage prepaid, or delivered personally, to the parties at the following addresses, or at such other address as the parties may, by notice, designate:

If to the VILLAGE:	Village Administrator Village of Frankfort 432 W. Nebraska Street Frankfort, IL 60423	Village Clerk Village of Frankfort 432 W. Nebraska St. Frankfort, IL 60423
--------------------	--	---

If to the OWNER:	First United Bank as Trustee Under Trust Agreement dated December 18, 1998 and known as TRUST #1902
------------------	--

Notices shall be deemed received on the third business date following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

- 14.7 TERM OF AGREEMENT This Agreement shall be valid and binding for a period of twenty (20) years.
- 14.8 SUCCESSOR AND ASSIGNS This Agreement shall be valid and binding upon, and shall inure to the benefit of the OWNER, their successors and assigns, and is further intended to be binding upon each successive lot owner of the various lots of record created by the approval and recording of Final Plats, as well as the VILLAGE and its successor municipal authorities.
- 14.9 SEVERABILITY This Agreement is severable. Should any provision of this Agreement, or application thereof to any party or circumstance, be held invalid and such invalidity does not affect other provisions or

Exhibit 2

applications of this Agreement which can be given effect without the invalid application or provision, then all remaining provisions and applications of this Agreement shall remain in full force and effect.

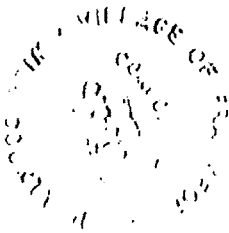
- 14.10 EXECUTION IN CORPORATE CAPACITY The OWNER agrees those individuals acting upon and signing this Agreement for the Village of Frankfort are acting solely in their respective corporate and representative capacities with the VILLAGE and shall not be individually or personally liable for the performance of any of the terms, conditions or obligations under this Agreement.
- 14.11 RECORDING This Agreement shall be recorded by the VILLAGE with the Recorder of Deeds of Will and Cook Counties, Illinois.
- 14.12 AMENDMENTS The parties agree that this Agreement and all Exhibits attached hereto may be amended only by mutual consent of the parties by the adoption of an ordinance or resolution of the VILLAGE approving said amendment or resolution, as provided by law, and the execution of said amendment by the parties hereto, or their successors in interest.
- 14.13 HEADINGS The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.
- 14.14 COUNTERPARTS This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.
- 14.15 ORIGINALS This Agreement may be reproduced by means of carbons, Xerox process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.
- 14.16 SINGULAR AND PLURAL Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.
- 14.17 WAIVER No waiver by either party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereof. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.
- 14.18 ENTIRE AGREEMENT Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the entire Agreement of the parties.

Exhibit 2

VILLAGE OF FRANKFORT

By: *Ronald E. Rossi*
Village President

Attest: *Thomas B. Sullivan*
Village Clerk



OWNER FIRST UNITED BANK
Trustee for Trust # 1902,
dated December 18, 1998

By: *Linda Lee Lutz*
Land Trust Officer

Attest: *[Signature]*
Senior Vice President/Asst. Trust Officer

PREPARED BY AND RETURN TO:

Village of Frankfort
432 W. Nebraska Street
Frankfort, IL 60432
Attention: Village Clerk

Draft

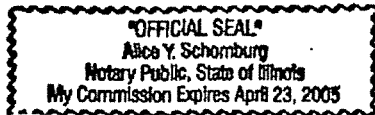
Exhibit 2

STATE OF ILLINOIS)
) SS
 COUNTY OF WILL)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that Raymond Rossi, as Village President of the Village of Frankfort, Illinois, and Thomas Bartkus, as Village Clerk of the Village of Frankfort, Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument on behalf of the Village of Frankfort as the free and voluntary act of said Village of Frankfort for the uses and purposes therein set forth; and the said Thomas Bartkus, as Village Clerk then and there acknowledged that he, as custodian of the seal of said corporation, did affix the seal to the foregoing instrument as his free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notary seal this 17 day of NOVEMBER, 2003



Alice Y. Schomburg
 Notary Public

Exhibit 2

STATE OF ILLINOIS)
) SS
 COUNTY OF WILL)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in, and for, the said County and State aforesaid, do hereby certify that ^{Linda Leelan - J. David W. Borawski} ~~Land Trust Officer & Sr VP/Asst T.O.~~, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument for the uses and purposes therein set forth.

Given under my hand and notary seal this 10th day of November, 2003



Kelly Meyer
 Notary Public

Exhibit 2

LEGAL DESCRIPTION**WARNING****PIN: 18-13-01-400-030-0000**

THE SOUTH 558.89 FEET OF THE NORTH 641.39 FEET, EXCEPT THE SOUTH 458.89 FEET OF THE EAST 605.00 FEET THEREOF, OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

PIN: 18-13-01-400-032-0000

THE SOUTH 180.00 FEET OF THE NORTH 362.50 FEET OF THE EAST 605.00 FEET OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

11

Exhibit 2

Exhibit A - 14

PLAT OF ANNEXATION

TO THE VILLAGE OF FRANKFORT, ILLINOIS

of

Parcel 1:

The South 558.89 feet of the North 641.39 feet, except the South 458.89 feet of the East 605.00 feet thereof, of the East Half of the Southeast Quarter of Section 1, Township 34 North, Range 12 East of the Third Principal Meridian,

Parcel 2:

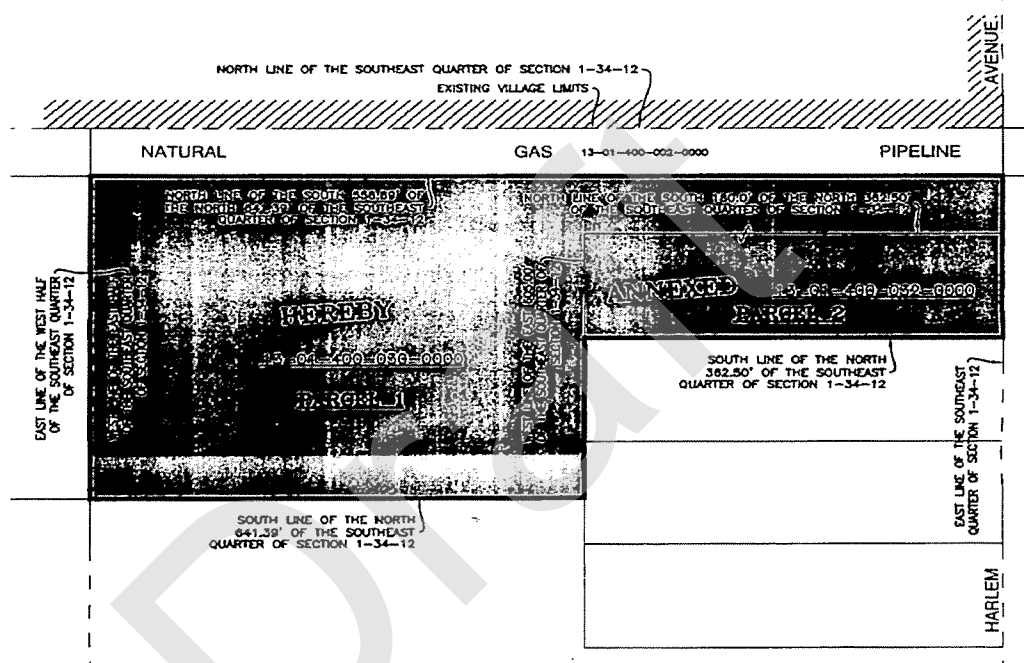
The South 180.00 feet of the North 362.50 feet of the East 605.00 feet of the East Half of the Southeast Quarter of Section 1, Township 34 North, Range 12 East of the Third Principal Meridian,

All in Will County, Illinois.

P.I.N.'s 13-01-400-030-0000 and 13-01-400-032-0000



100 0 100
SCALE 1" = 200'



STATE OF ILLINOIS } SS
COUNTY OF COOK }

I, RANDELL E. GANN, an Illinois Professional Land Surveyor, do hereby state that the hereon drawn plat has been prepared at and under my direction for the purpose of annexing the property described hereon to the Village of Frankfort, Illinois.

SOUTH HOLLAND, ILLINOIS SEPTEMBER 15, A.D. 2003

Randell E. Gann
Certificate No. 035-003241 (11/30/04)



Owner:
First United Bank
Trust #1902
7628 W. Lincoln Highway
Frankfort, Illinois 60423

Approved by the President and Village Trustees of the Village of Frankfort, Illinois at a meeting held this 15 day of DECEMBER, A.D. 2003.
By: *Reginald Rossi* Village President Attest: *John Sunko* Village Clerk



MARY ANN STUKEL
Will County Recorder
Will County

27P

R 2003302056

Page 15 of 27

PC2 Date 12/12/2003

Time 16:09:14

Recording Fees:

41.00

Note:

According to chapter 65 Section 7-1-1, the New boundary shall extend to the far side of any adjacent highway and shall include all of every highway within the area annexed even though not included in the legal description as set forth above.

S03-09-011_PLAT OF ANNEXATION.dwg

EXHIBIT B

S03-09-011

ROBINSON ENGINEERING, LTD.
CONSULTING REGISTERED PROFESSIONAL ENGINEERS
AND PROFESSIONAL LAND SURVEYORS
17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
(708) 331-6700 FAX (708) 331-3826
ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.

Exhibit 2

PLAT OF DEDICATION

FOR PUBLIC STREET, PUBLIC UTILITIES AND DRAINAGE TO THE VILLAGE OF FRANKFORT, ILLINOIS

of

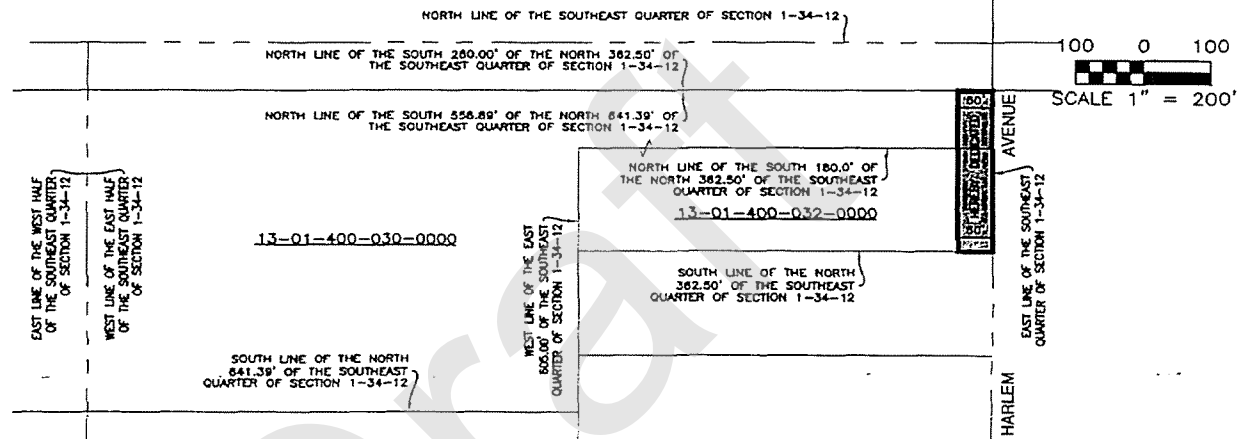
Public Street Dedication:

The East 50 feet of the South 280.00 feet of the North 362.50 feet of the Southeast Quarter of Section 1, Township 34 North, Range 12 East of the Third Principal Meridian,

All in Will County, Illinois.

Easement Provisions:

An easement is reserved and granted to the Village of Frankfort, Illinois and those public utilities operating under franchise from the Village of Frankfort, Illinois including but not limited to Commonwealth Edison, SBC Ameritech, Nicor, Comcast and their successors and assigns over, under, across, and along the surface of the property shown on the plat marked "HEREBY DEDICATED" for the perpetual right, privilege, and authority to construct, reconstruct, repair, inspect, maintain, and operate various utility transmission and distribution systems over, under, across, and along the surface of the property shown on the plat marked "HEREBY DEDICATED". Together with right of access across the property for necessary employees and equipment to do any of the aforementioned operations. The right is also granted to cut down, trim, or remove any trees, shrubs, or other plants and roots on the property shown on the plat marked "HEREBY DEDICATED" and that interfere with the operation of the aforementioned utilities. No permanent structures shall be placed on the property shown on the plat marked "HEREBY DEDICATED" after the recordation of this document, but same area may be used for purposes that do not then or later interfere with the operations of the aforementioned utilities.



STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, RANDELL E. GANN, an Illinois Professional Land Surveyor, do hereby state that I have surveyed the property described in the caption to the hereon drawn plat, for the purpose of dedicating same for public street, public utilities and drainage and that said plat is a true and correct representation of said survey and dedication. Dimensions shown hereon are in feet and decimal parts thereof and are corrected to a temperature of 82 degrees Fahrenheit.

SOUTH HOLLAND, ILLINOIS SEPTEMBER 13, A.D. 2003
Registration No. 035-003241 Expires 11/30/04



STATE OF ILLINOIS }
COUNTY OF COOK } SS

ROBINSON ENGINEERING, LTD., does hereby state that a survey has been made at and under its direction to the property described hereon for the purpose of dedicating same for public street, public utilities and drainage as shown hereon.

ROBINSON ENGINEERING, LTD.
SOUTH HOLLAND, ILLINOIS SEPTEMBER 13, A.D. 2003
By: [Signature] DIRECTOR OF ENGINEERING



Do not fold original mylar plat.

Upon recordation of this document, return signed original or copy thereof to the following:

Village of Frankfort
432 W. Nebraska Street
Frankfort, Illinois 60423
Attention: Village Clerk

DISCLAIMER:

Robinson Engineering, Ltd., and the employees do not warrant or guarantee the accuracy of the information relative to the ownership of the property covered by this instrument.

A thorough search of the title should be made prior to any reliance on the ownership indicated herein. Use of this instrument or evidence of title is done at the user's risk.

S03-09-012_PLAT OF DEDICATION.dwg

STATE OF ILLINOIS }
COUNTY OF WILL } SS

The undersigned, FIRST UNITED BANK, AS TRUSTEE UNDER TRUST AGREEMENT KNOWN AS TRUST JAMES, Trustee of the property described herein, does hereby certify that, as such Trustee, it has caused said property to be surveyed for the purpose of dedicating same for public street, public utilities and drainage as shown hereon.

DATED THIS 10th DAY OF November 2003

BY: [Signature] Land Trust Officer

ATTEST: [Signature]

STATE OF ILLINOIS }
COUNTY OF WILL } SS

I, Kelly Meyer, a Notary Public in and for the State of Illinois, do hereby certify that [Signature] of FIRST UNITED BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Land Trust Officer and [Signature] appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as trustee, for the uses and purposes therein set forth; and that the said [Signature] did also then and there acknowledge that he/she, as Custodian of the Corporate Seal of said Bank, did affix said Seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank, as trustee, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS 10th DAY OF November 2003
[Signature] NOTARY PUBLIC

"OFFICIAL SEAL"
Kelly Meyer
Notary Public, State of Illinois
My Commission Expires April 02, 2007

Approved by the President and the Board of Trustees of the Village of Frankfort, ILLINOIS, at a meeting held this 10th day of November 2003.
By: [Signature] VILLAGE PRESIDENT ATTEST: [Signature] VILLAGE CLERK

I hereby certify that I find no deferred installments of outstanding unpaid assessments due against the property described hereon.

By: [Signature] VILLAGE CLERK

EXHIBIT B S03-09-012

ROBINSON ENGINEERING, LTD.
CONSULTING REGISTERED PROFESSIONAL ENGINEERS
AND PROFESSIONAL LAND SURVEYORS
17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
(708) 331-5700 FAX (708) 331-3826
ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.

Exhibit A - 16

[illegible]

BEFORE THE CORPORATE AUTHORITIES OF
THE VILLAGE OF FRANKFORT, ILLINOIS

IN THE MATTER OF:

THE ANNEXATION OF CERTAIN
TERRITORY TO THE VILLAGE OF
FRANKFORT, WILL COUNTY,
ILLINOIS.

PETITION FOR ANNEXATION

TO THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS.

NOW COMES the Petitioner(s) who request(s) the annexation of the Territory hereinafter described to the Village of Frankfort, Will and Cook Counties, Illinois, and states:

1. That the Territory requested to be annexed to the Village of Frankfort is described in Exhibit A which is attached hereto and by reference, specifically made a part hereof.
2. That the Petitioner(s) are all of the owners of record of all land within the Territory to be annexed.
3. That the Petitioner(s) are at least fifty-one (51%) percent of the electors residing on the Territory.

- OF -

~~That no electors reside on the Territory.~~

~~(Strike One)~~

Jerry & Terri Waring
PIN 13-01-400-030-0000

17

Exhibit 2
EXHIBIT C
Exhibit A - 17

4. That the Territory is not within the corporate limits of any municipality nor is the Territory or any part thereof the subject of any petition or court proceeding for annexation to any other municipality.

WHEREFORE, the Petitioner(s) request(s) the Village of Frankfort to annex the Territory. DATED at Frankfort, Will County, Illinois, this 10 day of November, 2003.

Petitioner(s)
(Property Owners)
(Not in Land Trust)

Petitioner(s)
(Electors residing on property)

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Petitioner
(If Property Owner a Land Trust)

(Complete Name of Trustee and Trust
Identification)

First United Bank, Trustee w/t 1902 dated 12/12/98

By: *Linda Lee Kutz* Land Trust Officer
(Signature of Trust Officer and Title)

Draft

STATE OF ILLINOIS)
)SS
 COUNTY OF WILL)

VERIFICATION
 (Owners – Non-Trustee/Electors)

The undersigned being first duly sworn upon oath, deposes and says they have read the foregoing Petition to which they have in their above-named capacity subscribed, know the contents thereof and that the same is true to the best of their knowledge and belief.

Subscribed and sworn to before me this _____
 day of _____, 20____.

 Notary Public

STATE OF ILLINOIS)
)SS
 COUNTY OF WILL)

VERIFICATION
 (Trustees)

The undersigned being first duly sworn upon oath, deposes and says he signed the foregoing Petition, not individually, but solely on behalf of and as the representative of the afore described Trustee, which is the record title owner of the Territory sought to be annexed, knows the contents thereof, and that the same is true to the best of the Trustee's information and belief.

First United Bank, Trustee #1902

Linda Lee Ruby
 Land Trust Owner

Subscribed and sworn to before me this 10th
 day of November, 2003.

Kelly Meyer
 Notary Public



LEGAL DESCRIPTION

WARNING

PIN: 18-13-01-400-030-0000

THE SOUTH 558.89 FEET OF THE NORTH 641.39 FEET, EXCEPT THE SOUTH 458.89 FEET OF THE EAST 605.00 FEET THEREOF, OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

PIN: 18-13-01-400-032-0000

THE SOUTH 180.00 FEET OF THE NORTH 362.50 FEET OF THE EAST 605.00 FEET OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

Draft

21

Exhibit 2

Exhibit A
Exhibit A - 21

[illegible]

BEFORE THE CORPORATE AUTHORITIES OF
THE VILLAGE OF FRANKFORT, ILLINOIS

IN THE MATTER OF:)
THE ANNEXATION OF CERTAIN)
TERRITORY TO THE VILLAGE OF)
FRANKFORT, WILL COUNTY,)
ILLINOIS.)

PETITION FOR ANNEXATION

TO THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS.

NOW COMES the Petitioner(s) who request(s) the annexation of the Territory hereinafter described to the Village of Frankfort, Will and Cook Counties, Illinois, and states:

1. That the Territory requested to be annexed to the Village of Frankfort is described in Exhibit A which is attached hereto and by reference, specifically made a part hereof.
2. That the Petitioner(s) are all of the owners of record of all land within the Territory to be annexed.
3. That the Petitioner(s) are at least fifty-one (51%) percent of the electors residing on the Territory.

~~OF~~

~~That no electors reside on the Territory.~~

Jerry & Terri Warning
PIN 13-01-400-032-0000

~~(Strike One)~~

FORMS 20190901: 12/10/2019 12:00:00 AM

22

Exhibit 2
EXHIBIT C
Exhibit A- 22

4. That the Territory is not within the corporate limits of any municipality nor is the Territory or any part thereof the subject of any petition or court proceeding for annexation to any other municipality.

WHEREFORE, the Petitioner(s) request(s) the Village of Frankfort to annex the Territory. DATED at Frankfort, Will County, Illinois, this 10 day of November, 2003.

Petitioner(s)
(Property Owners)
(Not in Land Trust)

Petitioner(s)
(Electors residing on property)

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Petitioner
(If Property Owner a Land Trust)

(Complete Name of Trustee and Trust
Identification)

First United Bank, Trustee #1902 dated 12/18/98

By: *Lynka Lee Lutz* Land Trust Officer
(Signature of Trust Officer and Title)

Draft

LEGAL DESCRIPTION**WARNING****PIN: 18-13-01-400-030-0000**

THE SOUTH 558.89 FEET OF THE NORTH 641.39 FEET, EXCEPT THE SOUTH 458.89 FEET OF THE EAST 605.00 FEET THEREOF, OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

PIN: 18-13-01-400-032-0000

THE SOUTH 180.00 FEET OF THE NORTH 362.50 FEET OF THE EAST 605.00 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

Draft

26

Exhibit 2

Exhibit A
Exhibit A - 26

EXHIBIT D**EXISTING USES****WARNING PROPERTY**

1. Agricultural uses: farming, storage of grain, outdoor storage of farm equipment, raising of livestock
2. Hunting (except as outlined in Section 5)
3. Brush Fires (provided OWNER contacts the Frankfort Fire District prior to starting any open fires or burning of landscape materials)
4. Single family residence
5. Use of above ground fuel tanks
6. Use of windmill
7. Boarding of horses
8. Use of ATV or Dirt bikes
9. Use of Front Gates
10. Outdoor storage of excavating equipment and commercial vehicles related to existing excavation business.
11. Use of Pole Barn

27

Exhibit 2

G:\COMMENTS\various agree\Harcort applications\annex agmtus\warning front parcel agmt.doc

Exhibit A - 27

ED

21 JUN 17 PM 2:14

1

1

1

1

1

100

...

!

—

1

—

M

ar

44

1

II. Factual Findings Based Largely on the Credible of the Witnesses

Based primarily on witness credibility, the Court makes the following factual findings:

A. Chicago Title Land Trust Company T/U/T No. 1902 ("Trust 1902") is the record owner of that parcel of real estate of approximately 30 acres and commonly known as 23504 South Harlem Avenue, Frankfort, Illinois ("the Warning property").

B. The Warnings were and are the owners and holders of the beneficial interest of Trust 1902.

C. In late 1998, Jerry Warning submitted plans and specifications for the construction of a new building on the Warning property, which building is now referred to by the parties as "a pole barn", to the Will County Land Use Department for review and approval (Def. Trial Ex. No. 2, W 029-033, W 142-143) by the County. That with that set of plans he also submitted an "Affidavit of Use of Property" (Def. Trial Ex. No. 3, W 718-719) and an "Application for Zoning Approval" (Def. Trial Ex. No. 4, W 720). That the plans and specifications, the Affidavit of Use and the Application for Zoning Approval all indicated that the intended use and purpose of the completed pole barn building was twofold, (a) for the storage and operation of Mr. Warning's then existing excavation business, Warning Excavating, and (b) as a space to conduct various parties, gatherings and other events. The original plans included separate designated spaces for the business operations and for the event space, including office space, other auxiliary rooms, heated floors and separate men's and women's bathrooms. After review of Mr. Warnings' submissions, the County approved the plans and future uses of the new building.

D. Jerry Warning commenced and completed the construction of the pole barn on the Warning property in 1999, in accordance with the plans and specifications, and received an occupancy permit from the County shortly thereafter. The location, size, shape and footprint of the pole barn has never changed since the original completion of the building in 1999.

E. Shortly after the completion of the pole barn, Jerry Warning began using the building for its intended and approved dual uses: (a) for the operation of his excavating business and (b) as an event space. From 1999 and 2003, the Warnings operated Jerry Warning's excavating business, Warning Excavating, from one part of the pole barn and held a variety of events, including parties, meetings and other gatherings, in the event space part of the pole barn. Those events included gatherings of various sizes and types, with some for no fee, some for a nominal fee and others for market rate fees. From the beginning, the Warnings carried insurance covering the events held in the pole barn event space and reported the income derived from those events.

F. In 2003, the Village, through its representatives, including Jerry Ducay and Paula Woolrich, approached the Warnings regarding possible annexation into the Village. This approach was part of a Village policy to acquire, via voluntary annexation, as much land on its eastern border of Green Garden Township as possible, in a race against neighboring municipal

Exhibit 2

neighbors. As part of this annexation push, the Village was allowing wide latitude in permitting landowners to preserve and maintain their then existing uses of their property as an incentive to agree to annexation. The Warnings initially and repeatedly advised the Village and its representatives that a condition of their agreement to annex into the Village was that they would be allowed to maintain their existing uses of the property, including the dual use and purpose of the pole barn.

G. After consulting with the Warnings, the Village drafted and forwarded a proposed Annexation Agreement to the Warnings. That initial draft did not satisfy the Warnings or adequately reserve their existing uses of the property, including the dual use of the pole barn, as a place to operate Warning Excavating and as an event space. The Village provided several amendments and changes to the agreement, all drafted by the Village. In the final version of the Annexation Agreement provided by the Village to the Warnings, the Village added the term "Use of Pole Barn" to the appendix of "Existing Uses". The Village made no attempt to limit or define that term in any other way and assured the Warnings that this additional language fully preserved their existing uses of the pole barn. Frankfort did not scrutinize the Warnings' specific use of the pole barn, and knew *or should have known* that the Warnings were using the property to hold events that included provided food and alcohol.

H. Besides the "Use of Pole Barn" as an existing and permitted use, the revised Annexation Agreement forwarded by the Village included the following language:

5. CONTINUATION OF USES. The OWNER shall be allowed to continue the existing uses and maintain existing structures on the property as outlined in Exhibit "D".

The Village did not seek to modify, define or otherwise limit the Warnings "Use of the Pole Barn" in any way, either in Exhibit "D" or the body of the proposed agreement. The Village, which now argues that such a limit exists, did not seek to limit the type or kind of events, the size of the events or number of attendees or the number or frequency of events in the pole barn. Instead, in its push to incentivize and convince the Warnings to annex, the Village simply added "Use of Pole Barn" as a permitted use to the proposed Annexation Agreement. The Warnings, in reasonable reliance on the unrestricted nature of that clause, agreed to the Village's request to annex under the terms proposed by the Village. That agreement has existed for almost 18 years and, for that lengthy period, the Warnings continued to host events that Frankfort was aware, or should have been aware, of. Their business has been conducted openly, and even advertised.

I. In 2019, the Village began to scrutinize the Warnings and their business. However, Frankfort still did not seek to actively litigate the matter until April 2020.

J. The 2003 Annexation Agreement between the Village and defendants modified the Village zoning ordinance and business license ordinance, as applied to the Warning property, to permit the Warnings and any subsequent owners of the property to: (a) operate a business, in

Exhibit 2

this case the Warning excavation business, out of the pole barn, and, (b) to offer the pole barn as an event space for parties, meetings, gatherings, weddings and other special events and to hold such events in and around the pole barn, as it then did, and presently, exists.

K. From 2003 to 2016, the Warnings' business offering the pole barn as a venue for special events evolved into a business offering the venue primarily for weddings, a use permitted under the terms of the 2003 Annexation Agreement with the Village. In 2016, the Warnings formed the corporate entity Southern Charm Venues, Inc. ("Southern Charm") to continue to market and operate the pole barn venue business and as an extra layer of liability protection. The evidence showed that the creation of Southern Charm did not significantly change the pole barn operation, the Warnings continue to insure their events and report all income derived from Southern Charm. Furthermore, the evidence showed that since 1999, the Warnings have only offered the pole barn as a rental venue and did not, and do not, offer the food, liquor or other services that typically accompany similar events. Those services are, as a matter of Southern Charm policy, only provided by fully licensed and insured outside vendors.

L. In September of 2019, the Warnings' property was inspected by both the Village's building department, and also the Frankfort Fire Protection District ("FFPD") (which the Court acknowledges are separate entities), to inspect the property. Although the Village denies knowing about any of the events held by the Warnings in the pole barn prior to August of 2019, there was persuasive evidence to suggest that Village representatives, including the Village's long-time mayor, Jim Holland, and members of the police department, had been to the Warning property before 2019, even at times, during events in the pole barn.

M. Shortly after the initial inspection in September of 2019, the Village sent the Warnings a "Cease and Desist Letter", demanding that they cease all operations in their "banquet facility" and stating three reasons for the demand. Those reasons were (i) lack of life safety improvements, (ii) failure to obtain proper zoning, and (iii) failure to obtain business licensing approval. The Village sent the FFPD report, detailing the required life safety improvements, the next day.

N. In response to the Cease and Desist letter, the Warnings did the following: (a) responded to several of the Village's representatives in writing, by telephone and personally, (b) began immediate efforts to comply with the FFPD inspection report and life safety improvement recommendations, (c) provided and paid for a "fire watch" system for the remaining fall weddings, and (d) applied for a Village business license. The Warnings advised the Village that they believed that the Annexation Agreement modified the zoning and business license ordinances as they applied to events in the pole barn and that they were taking all necessary steps to comply with the Village and FFPD's life safety improvement requirements.

O. After allowing them to hold the scheduled fall weddings with a fire watch system, the Village denied the Warnings business license application. And after allowing them to complete all of the recommended life safety improvements, at a cost of more than \$140,000.00, the Village commenced this action. Thereafter, the Warnings also submitted a

Exhibit 2

Special Use/Zoning Variance Application, seeking a special use permit and zoning variance allowing for the rental of the pole barn as a venue for special events and weddings, with all outside services provided by fully licensed and insured vendors. Although the Village representative, Adam Nielsen, Director of Planning and Economic Development for the Village, admitted that the granting of that application would resolve the Village's claimed zoning and business license problems, the Village refused to even acknowledge receipt of the application for eight months while this case was pending and, then, on the eve of the next wedding season, summarily denied it.

III. The Complaint and Defenses

A. Counts I through III: Licensing and Zoning Issues

The party pleading an affirmative defense has the burden of proving it. *Moore v Farmers Ins. Exchange*, 111 Ill. App. 3d 401, 408 (1982). The Court finds, based on the credibility of the witnesses, that the Warnings have successfully established their First and Second Affirmative Defenses, and those defenses defeat Counts I through III of the Complaint. Again, the Village knew or should have known at the time of the annexation that the Warnings were using the barn to host large parties and events (often with a substantial number of people who paid to use the space and who were served food and alcohol by third-party vendors). This use was the "use of pole barn" contemplated in, and permitted by, the annexation agreement.

That agreement, which included the "Use of Pole Barn", without specific modifications, restrictions or limitations on kind, size, nature, frequency number of attendees, or other restrictions, clearly constituted an agreement between the Village and the Warnings that the "Use of Pole Barn", as it was then being used, was a permissible use on the property, regardless of the provisions of the Village's zoning and liquor licensing requirements. That provision thus impliedly modified the restrictions imposed by the Village as to the Warning's property.

B. Count IV: Nuisance

Further, the Court finds that the Village has failed in its burden of establishing that the Warnings property is a nuisance.

C. Additional Issues

1. Estoppel

Defendants argue that Frankfort selectively enforced its zoning and licensing restrictions, and therefore is estopped from enforcing them now. Further, Defendants seem to allege reliance on various representations and statements allegedly made by Frankfort-related (yet legally distinct) entities such as the Frankfort Fire Protection District.

the Village. These are two separate and distinct entities. They are not necessarily responsible for the acts of the other.

Finally, the Court finds that the evidence submitted does not support the allegations and legal theory contained in the fourth affirmative defense.

3. Constitutional Defenses

Defendants' Fifth Affirmative Defense asserts that the Village's attempts to enforce its business license ordinance against the Warnings and the Warning property, in this case, is a violation of the Warnings rights of equal protection under the U.S. Constitution and is unconstitutional as applied.

Defendants' Sixth Affirmative Defense asserts that the Village's attempts to enforce its zoning ordinance against the Warnings and the Warning property, in this case, is a violation of the Warnings rights of substantive due process under the U.S. Constitution and is unconstitutional as applied.

The Court finds it is unnecessary to decide constitutional claims.

4. Application for Special Use Permit/Zoning Variance/Zoning Change

The Warnings' Seventh Affirmative Defense asserts that the failure and bad faith refusal of the Village to consider the Defendants' Application for Special Use Permit/Zoning Variance (the "Application"), which seeks authorization, via special use permit or zoning variance, or both, should prevent the granting of the relief which the Village seeks. The Village has, to date, refused to consider and rule on the defendants' Application. It seems to this Court that no additional permit or zoning change is necessary since the Village agreed, in the annexation agreement, to allow the existing uses. Therefore, the Court need not consider this defense.

IV. Conclusion

For the foregoing reasons, it is further ordered:

1. Judgment is hereby entered in favor of defendants and against plaintiff on Counts I, II, III and IV of the Complaint.

2. The Temporary Restraining Order entered on October 1, 2020 is hereby vacated. Defendants can immediately resume holding any and all scheduled weddings and other events and advertising and offering the pole barn venue for additional events.

3. This order does not prohibit the Village of Frankfort from enforcing its ordinances, zoning designations, or liquor licensing requirements in any fashion except as stated herein.

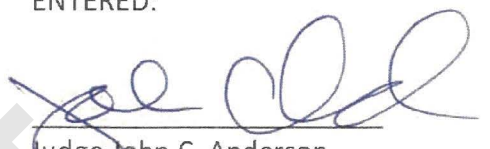
Exhibit 2

Further, this order does not prohibit the Frankfort Fire Protection District from enforcing its own code requirements.

4. Parties are notified by email. Case is set for status on August 5, 2021 at 9AM regarding the Warnings' Counterclaim. The Warnings are directed to notify the Village, in writing by June 24, 2021, whether they still wish to proceed with their Counterclaim. Assuming the Warnings believe they can still proceed on their Counterclaim, the Village of Frankfort is directed to answer or otherwise plead to the Counterclaim by July 29, 2021. In the interim, the parties are urged, again, to engage in a settlement discussion.

ENTERED:

DATED: 6-17-21


Judge John C. Anderson

Draft

FILED
21 JUN 17 PM 2:14
CLERK OF COURT
JUDICIAL CIRCUIT
VILL. COUNTY COURT ANNEX

Exhibit 2

AMENDEMENT TO ANNEXATION AGREEMENT

This agreement is entered into between the Village of Frankfort (“Village”) and Jerry Warning, Terri Warning, Southern Charm Venue’s, Inc., and Chicago Title Land Trust Company TR FUB 1902, as successor trustee to First United Bank T/U/T dated December 18, 1998 and known as Trust No. 1902.

PREAMBLE:

WHEREAS, First United Bank Trust Number 1902 (hereinafter “Trust 1902”) is the record owner of the property commonly known as 23504 S. Harlem Ave. Frankfort, Will County, Illinois 60423 (hereinafter “Subject Property”) and legally described as follows:

The South 558.89 feet of the North 641.39 feet, except the South 458.89 feet of the East 605.00 feet thereof, of the East 1/2 of the Southeast 1/4 of Section 1, Township 34 North, Range 12 East of the Third Principal Meridian, in Will County, Illinois.

PIN: 18-13-01-400-030-0000

Attached hereto and incorporated herein as *Exhibit A* is the Warranty Deed In Trust recorded with the Will County Recorder on December 24, 1998 as R98155988.

WHEREAS, Jerry Warning and Terri Warning – jointly or individually – are the beneficial owners of Trust 1902.

WHEREAS the Village of Frankfort entered into an annexation agreement with Jerry and Terri Warning on November 10, 2003, (“Annexation Agreement”), a copy of which is attached hereto as *Exhibit 1*;

WHEREAS, Southern Charm Venues, Inc. (“Southern Charm”) is an Illinois Corporation;

WHEREAS, have entered into a settlement agreement, a copy of which is attached hereto as *Exhibit 2* (“Settlement Agreement”);

Exhibit 2

Exhibit C - 1

IT IS HEREBY AGREED:

Incorporation of Preamble

1. The above preamble is hereby incorporated into the amendment to the Annexation Agreement.

Amendments

2. Section 5 of the Annexation Agreement, which is captioned “CONTINUATION OF USES”, is hereby amended to include the following language immediately after the first paragraph of Section 5 and before paragraph 5.1:

The terms of the Settlement Agreement entered into between the Village of Frankfort (“Village”), Jerry Warning and Terri Warning (“the Warnings”), Southern Charm Venues, Inc. (“Southern Charm”), an Illinois corporation, and Chicago Title Land Trust Company TR FUB 1902, as successor trustee to First United Bank T/U/T dated December 18, 1998 and known as Trust No. 1902 are hereby incorporated by reference.

3. In the event that there is any discrepancy between the Annexation Agreement and the Amendment to the Annexation Agreement, the terms of the Amendment to the Annexation Agreement shall prevail subject to the terms of the Settlement Agreement, and the use of the pole barn shall be governed by the terms of the Settlement Agreement.

4. Paragraph 14.7 of the Annexation Agreement is hereby amended to state:

14.7 TERM OF AGREEMENT This Agreement shall be valid and binding until November 10, 2043, unless terminated earlier pursuant to the terms of the Annexation Agreement as amended.

Exhibit 2

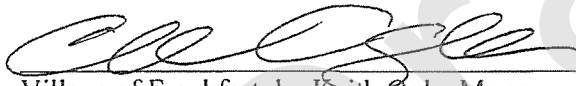
Exhibit C - 2

Jerry Warning Date

Terri Warning Date

Southern Charm Venues, Inc., by Terri Warning, President Date

Chicago Title Land Trust Company TR FUB 1902, as successor trustee Date
to First United Bank T/U/T dated December 18, 1998 and known as
Trust No. 1902, by _____.



Village of Frankfort, by Keith Ogle, Mayor 8/22/23 Date

October 2, 2023

D. PLAN COMMISSION REPORT SUMMARY

1. SPARKS COFFEE CO: HICKORY CREEK MARKET PLACE, OUTLOT 1E

(Presenter: Trustee Rigoni)

- 1. Major Planned Unit Development (PUD) Change*
- 2. Special Use Permits for a Carry-Out Restaurant, Drive-Up Service Windows, Outdoor Seating, and Extended Hours of Operation*

Applicant Aliana Winkle proposes to construct a drive-through coffee shop on Outlot 1E, the final undeveloped outlot in the Hickory Creek Market Place shopping center. The applicant requests the granting of a Major Planned Unit Development (PUD) Change and the granting of four Special Use Permits to accommodate the proposed business operation of Sparks Coffee Co. The Special Use Permits include a carry-out restaurant, drive-up service windows, outdoor seating, and extended hours of operation to permit a 5:30 A.M. opening.

At the September 7, 2023 Public Hearing on the project, the Plan Commission reviewed the site, architectural, landscape, photometric, and signage plans for the proposed drive-thru coffee development. The Commissioners suggested for the applicant to proportionally increase the wall sign on the west elevation and to add a masonry band on all sides of the building between the windows and the top of the roof to match the other Outlot buildings in the development. These changes have been incorporated into the reviewed plans. The Commissioners forwarded five unanimous (4-0) recommendations to approve the Major PUD Change and Special Use requests with conditions.

Motion: *Accept the Plan Commission recommendation, waive the First and Second Readings, and pass an Ordinance approving a Major Change to the Hickory Creek Market Place Planned Unit Development to permit the construction of Sparks Coffee Co., a drive-through coffee shop, on Outlot 1E, in accordance with the reviewed plans, public testimony, Findings of Fact, and conditioned on final engineering approval, building exterior shall reflect standard brick instead of thin brick, and the fence around the outdoor seating area shall be consistent with that of the existing fence located around the outdoor seating area at 19943 S. LaGrange Road Camino Viejo Restaurant).*

Motion: *Accept the Plan Commission recommendations, waive the First and Second Readings, and pass an Ordinance granting Special Use Permits for a carry-out restaurant, drive-up service windows, outdoor seating, and extended hours of operation of 5:30 A.M. Monday through Saturday, and 6:00 A.M. on Sundays, to permit the operation of Sparks Coffee Co., proposed for Outlot 1E of the Hickory Creek Market Place, in accordance with the reviewed plans, public testimony, Findings of Fact, and conditioned on final engineering approval.*

2. RUZICH RESIDENCE MULTIPLE VARIANCES: 108 WALNUT STREET
(Presenter: Trustee Petrow)

Applicant and owner Sleeman Construction, Inc. proposes to raze the existing home and construct a new single-family custom home on the property located at 108 Walnut Street for Dan and Paige Ruzich. To accommodate the construction of the new home, the applicant requests the granting of the following six variations:

1. Front Yard Setback from 30' to 21.8'
2. Side Yard Setback (north) from 10' to 8.5'
3. Side Yard Setback (south) from 10' to 4.9'
4. Lot Coverage from 20% to 36.7%
5. Impervious Lot Coverage from 40% to 45.2%
6. First Floor Building Materials from masonry to non-masonry (LP Smart Siding)

At the September 14, 2023 Public Hearing on the project, the Plan Commission forwarded a split (5-1) recommendation to approve the lot coverage variance request; a split (4-2) recommendation to approve the impervious lot coverage variance request; and four unanimous (6-0) recommendations for approval of the front yard setback, side yard setbacks, and the building materials variance requests with conditions.

Motion: Accept the Plan Commission recommendation, waive the First and Second Readings, and pass an Ordinance granting the following zoning variances to the property located at 108 Walnut Street for the construction of a single-family home: a front yard setback variance from 30 feet to 21.8 feet; a side yard setback variance from 10 feet to 8.5 feet along the northern property line; a side yard setback variance from 10 feet to 4.9 feet along the southern property line; a lot coverage variance from 20 percent to 36.7 percent; an impervious lot coverage variance from 40 percent to 45.2 percent; and a building materials variance to permit the use of non-masonry materials on the first floor of the home, in accordance with the reviewed plans, public testimony, Findings of Fact, and conditioned upon preserving the two existing trees within the right-of-way of Walnut Street, A/C unit or any mechanical equipment to be located in the rear yard only, and a cobblestone walkway from the public sidewalk to the home and carried through the porch.

ORDINANCE NO. 34XX

AN ORDINANCE APPROVING A MAJOR CHANGE TO THE HICKORY CREEK MARKET PLACE PLANNED UNIT DEVELOPMENT WILL AND COOK COUNTIES, ILLINOIS (SPARKS COFFEE CO: OUTLOT 1E, PIN NO. 19-09-15-101-002-0000)

WHEREAS, Applicant Aliana Winkle and Winkle Real Estate Properties, LLC, Property Owner; filed an application with the Village of Frankfort for a Major Planned Unit Development (PUD) Change to the Hickory Creek Market Place, Outlot 1E, Frankfort, Will County, Illinois 60423; and

WHEREAS, the Subject Property is located within the corporate limits of the Village of Frankfort, Will and Cook Counties, Illinois, and is zoned B-3 General Business District with a Special Use for a Planned Unit Development; and

WHEREAS, a timely Notice of Public Hearing on this application before the Plan Commission/Zoning Board of Appeals of the Village of Frankfort was published in the *Daily Southtown* newspaper announcing a Public Hearing on the application for a Major PUD Change to permit the construction of Sparks Coffee Co., a drive-through coffee shop, on the vacant Outlot 1E within the Hickory Creek Market Place Shopping Center; and

WHEREAS, at a time and place designated in such published notice, a Public Hearing was held before the Village of Frankfort Plan Commission/Zoning Board of Appeals on said application; and

WHEREAS, the Village of Frankfort Plan Commission forwarded a recommendation to the Board of Trustees of the Village of Frankfort to approve a Major Change to the Hickory Creek Marketplace PUD, subject to conditions as enumerated in Section 1 of this Ordinance, and as generally depicted on the attached Exhibits.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL & COOK COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1. ZONING.

That the following described real property to wit:

PIN: 19-09-15-101-002-0000

PARCEL 1:

OUTLOT 1E IN HICKORY CREEK MARKET PLACE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1998 AS DOCUMENT R98-081103, IN WILL COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY RECIPROCAL EASEMENT AGREEMENT DATED OCTOBER 15, 1997 AND RECORDED OCTOBER 27, 1997 AS DOCUMENT NUMBER R97-094266: AS AMENDED BY FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT RECORDED MAY 4, 2005 AS DOCUMENT NUMBER R2005073603, AND AS AMENDED BY DOCUMENT RECORDED DECEMBER 5, 2006 AS DOCUMENT NUMBER R2006-201080.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS GRANTED IN RECIPROCAL CONSTRUCTION EASEMENT AND OPERATING AGREEMENT DATED AUGUST 25, 1998 AND RECORDED AUGUST 27, 1998 AS DOCUMENT NUMBER R98-100594 MADE BY DOMINIC'S REALITY TRUST AND T-L HICKORY CREEK MARKET PLACE INC.

Commonly known as Outlot 1E in Hickory Creek Market Place, Frankfort, Will County, Illinois, which is the property subject to the previously described application for a Major Planned Unit Development Change, is hereby granted a Major PUD Change, including the following exceptions to the Zoning Ordinance: 1) reduced trash enclosure setback of 5' (10' required from any lot line); 2) relief from the required 5' wide landscape bed adjacent to drive-through lanes; 3) relief from the required sidewalk connection from the building to the existing sidewalk along LaGrange Road; 4) relief from the wall sign height requirement not to exceed 42" to allow a 48" tall sign; and 5) relief from the sign requirement that all lines of lettering shall run horizontally to allow the lettering "drive thru" to run vertically, to permit the construction of Sparks Coffee Co., a drive-through coffee shop on the Subject Property, in accordance with the reviewed plans, public testimony, Findings of Fact, and subject to the following conditions:

1. Final engineering approval; and
2. The building exterior shall reflect standard brick instead of thin brick; and
3. The fence around the outdoor seating area shall be consistent with that of the existing fence located around the outdoor seating area at 19943 S. LaGrange Road (Camino Viejo Restaurant).

SECTION 2. REPEAL OF CONFLICTING PROVISIONS

All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 3. ZONING MAP AMENDMENT

That the Zoning Map of the Village of Frankfort is amended to reflect the Subject Property is granted a Major PUD Change as provided under this Ordinance and the Village of Frankfort Zoning Ordinance, as from time to time amended.

SECTION 4. SEVERABILITY

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 5. EFFECTIVE DATE.

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

PASSED this __ day of ____, 2023; with __ members voting AYE; __ members voting NAY; and __ members absent; the Village President not voting; with __ members abstaining and said vote being:

ADAM BORRELLI	___	MICHAEL LEDDIN	___
JESSICA PETROW	___	MAURA A. RIGONI	___
DANIEL ROSSI	___	EUGENE SAVARIA	___

KATIE SCHUBERT
VILLAGE CLERK

APPROVED this ___ day of _____, 2023.

KEITH OGLE
VILLAGE PRESIDENT

ATTEST:

KATIE SCHUBERT
VILLAGE CLERK

PREPARED BY AND RETURN TO:
VILLAGE CLERK
VILLAGE OF FRANKFORT
432 W. NEBRASKA STREET
FRANKFORT, IL 60423

Draft

ORDINANCE NO. 34XX

AN ORDINANCE GRANTING MULTIPLE SPECIAL USE PERMITS TO CERTAIN PROPERTY LOCATED WITHIN THE LIMITS OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS (SPARKS COFFEE CO – HICKORY CREEK MARKET PLACE, OUTLOT 1E)

WHEREAS, an application for Special Use Permits for certain property within the Village of Frankfort, legally described below, was filed by Aliana Winkle, applicant; and Winkle Real Estate Properties, LLC, Property Owner; and

WHEREAS, the Subject Property is located within the corporate limits of the Village of Frankfort, Will and Cook Counties, Illinois, and is currently zoned B-3 General Business District with an existing PUD; and

WHEREAS, the Applicant requests Special Use Permits be granted for a carry-out restaurant, drive-up window service, outdoor seating, and extended hours of operation to permit the operation of Sparks Coffee Co., a drive-through coffee shop, on the Subject Property; and

WHEREAS, a timely Notice of a Public Hearing before the Plan Commission/Zoning Board of Appeals of the Village of Frankfort was published in the *Daily Southtown* newspaper announcing a Public Hearing on the Owner's application for Special Use Permits for the Subject Property; and

WHEREAS, at a time and place designated in such published notice, a Public Hearing was held before the Village of Frankfort Plan Commission/Zoning Board of Appeals on said application for Special Use Permits for the Subject Property; and

WHEREAS, the Frankfort Plan Commission/Zoning Board of Appeals made special written Findings-of-Fact as required by the Village of Frankfort Zoning Ordinance 2001; and

WHEREAS, the Frankfort Plan Commission forwarded four unanimous (4-0) recommendations of approval to the Board of Trustees of the Village of Frankfort that the Subject Property be granted the Special Use Permits for a carry-out restaurant, drive-up service windows, outdoor seating, and extended hours of operation (5:30 a.m. opening) for Sparks Coffee Co., with conditions as enumerated in Section 1 of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL & COOK COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1. SPECIAL USE PERMITS

That the following described real property to wit:

PIN: 19-09-15-101-002-0000

PARCEL 1:

OUTLOT 1E IN HICKORY CREEK MARKET PLACE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1998 AS DOCUMENT R98-081103, IN WILL COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY RECIPROCAL EASEMENT AGREEMENT DATED OCTOBER 15, 1997 AND RECORDED OCTOBER 27, 1997 AS DOCUMENT NUMBER R97-094266: AS AMENDED BY FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT RECORDED MAY 4, 2005 AS DOCUMENT NUMBER R2005073603, AND AS AMENDED BY DOCUMENT RECORDED DECEMBER 5, 2006 AS DOCUMENT NUMBER R2006-201080.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS GRANTED IN RECIPROCAL CONSTRUCTION EASEMENT AND OPERATING AGREEMENT DATED AUGUST 25, 1998 AND RECORDED AUGUST 27, 1998 AS DOCUMENT NUMBER R98-100594 MADE BY DOMINIC'S REALITY TRUST AND T-L HICKORY CREEK MARKET PLACE INC.

Commonly known as Outlot 1E in Hickory Creek Market Place, Frankfort, Will County, Illinois, which is the property subject to the previously described application for four Special Use Permits, is hereby granted Special Use Permits for a carry-out restaurant, drive-up service windows, outdoor seating, and extended hours of operation to open at 5:30 A.M. Monday through Saturday and 6:00 A.M. on Sundays, to permit the operation of Sparks Coffee Co., a drive-through coffee shop, proposed for Outlot 1E of the Hickory Creek Market Place, in accordance with the reviewed plans, public testimony, Findings of Fact, and conditioned upon final engineering approval.

SECTION 2. REPEAL OF CONFLICTING PROVISIONS

All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 3. ZONING MAP AMENDMENT

That the Zoning Map of the Village of Frankfort is amended to reflect the Subject Property is granted four Special Use Permits to allow for a carry-out restaurant, drive-up service windows, outdoor seating, and extended hours of operation (5:30 A.M. opening), as provided under this Ordinance and the Village of Frankfort Zoning Ordinance, as from time to time amended.

SECTION 4. SEVERABILITY

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 5. EFFECTIVE DATE

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

PASSED this __ day of ____, 2023; with __ members voting AYE; __ members voting NAY; and __ members absent; the Village President not voting; with __ members abstaining and said vote being:

ADAM BORRELLI	___	MICHAEL LEDDIN	___
JESSICA PETROW	___	MAURA A. RIGONI	___
DANIEL ROSSI	___	EUGENE SAVARIA	___

KATIE SCHUBERT
VILLAGE CLERK

APPROVED this __ day of ____, 2023.

KEITH OGLE
VILLAGE PRESIDENT

ATTEST:

KATIE SCHUBERT
VILLAGE CLERK

Memo

To: Village Board
From: Christopher Gruba, Senior Planner
Date: October 2, 2023
Re: Sparks Coffee

On September 7, 2023, a PC/ZBA public hearing was held for the proposed Sparks Coffee for Outlot 1E in Hickory Creek Marketplace. At that time, the PC/ZBA provided the following unanimous recommendations of approval. The conditions of approval and exceptions to the Zoning Ordinance as part of the Major PUD change have been listed for each:

1. Major Change to PUD (technically a Special Use Permit) to construct a new building on Outlot 1E:

Conditions:

- a) Subject to final engineering approval
- b) Building exterior shall include standard brick instead of thin brick
- c) The fencing around the outdoor seating area shall be consistent (match) the existing outdoor fencing for the Camino Viejo Restaurant on Outlot 1D.

Exceptions:

- a) Reduced trash enclosure setback of 5' to lot line (10' required)
- b) Relief from required 5' wide landscape bed adjacent to drive-through lanes
- c) Relief from required sidewalk connection from the building to the existing sidewalk along La Grange Road

2. Special Use Permit to allow carry-out restaurant
3. Special Use Permit to allow drive-through use for permitted restaurant
4. Special Use Permit to allow outdoor seating for permitted restaurant
5. Special Use Permit to permit extended hours of operation (open at 5:30 a.m., whereas 7 a.m. is normal business hour opening)

During the public hearing, the Plan Commission also suggested the following changes to the plans, prior to review and final action by the Village Board (see attached draft PC/ZBA meeting minutes). These changes were incorporated into the plans for the Board's review:

1. Although the wall sign on the western façade facing La Grange complied with the signage regulations listed in Ord-1654 for Hickory Creek Marketplace, it appeared too small for the building and should be proportionally increased. This western wall sign was increased in

size, whereas all other signage has remained the same since the public hearing. Signage may exceed the code requirements (Ord-1654) by granting approval of the Major Change to the PUD.

2. A horizontal masonry band should be added on all side of the building between the windows and the top of the roof, to match the other Outlot buildings in the development.

The wall sign on the western façade exceeds the code (Ord-1654) in two ways:

1. Wall sign height shall not exceed 42" (§1.17c). The proposed wall sign is 48" tall.
2. All lines of lettering shall run horizontally (§1.5). The lettering for "drive thru" runs vertically.

The proposed signage complies with all other sign regulations for Hickory Creek Marketplace within Ord-1654. Still, staff recommends asking the applicant to make sure they comply with all other regulations within Ord-1654 (such as no flashing lights).

Draft

Project: Sparks Coffee Co. – New Construction
Meeting Type: Public Hearing
Request: Major change to PUD, and four additional Special Use Permits
Location: Hickory Creek Marketplace, Outlot 1E
Applicant: Aliana Winkle
Prop. Owner: Winkle R E Properties
Representative: Applicant
Staff report by: Christopher Gruba, Senior Planner

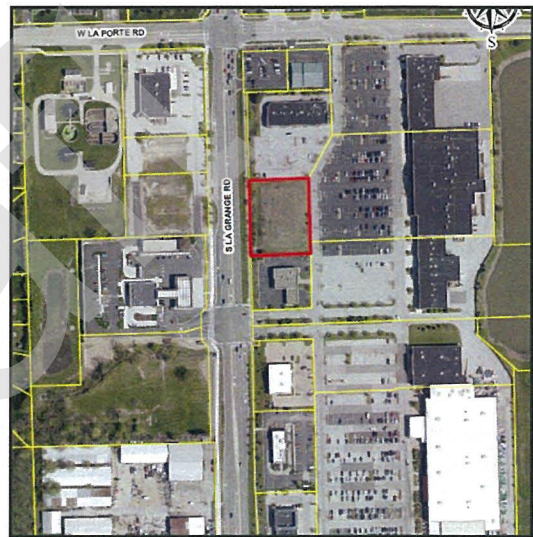
Site Details

Lot Size: 1.12 acres
PIN: 19-09-15-101-002-0000
Existing Zoning: B-3, General Business (with PUD overlay)
Proposed Zoning: N/A
Buildings: 1
Total Sq. Ft.: 945 sq. ft.

Adjacent Land Use Summary:

	Land Use	Comp. Plan	Zoning
Subject Property	Vacant	General Comm.	B-3 PUD
North	Commercial	General Comm.	B-3 PUD
South	Commercial	General Comm.	B-3 PUD
East	Commercial	General Comm.	B-3 PUD
West	Commercial	N/A	C-2 (Mokena)

Figure 1. Location Map



Project Summary

The applicant, Aliana Winkle, is seeking to develop the existing vacant outlot immediately to the west of Emagine Theater for use as a drive-through coffee shop (now known as Sparks Coffee). Customers would have the option of using the drive-through windows and taking coffee to-go or parking at the site and ordering from the walk-up window. This property is the last undeveloped outlot in the Hickory Creek Marketplace PUD, which was originally approved in 1997 (Ord-1654). The project would require a Major Change to the existing PUD for the construction of the new building (technically a Special Use Permit), plus four (4) additional Special Use Permit requests for a carry-out restaurant, a drive-through, outdoor seating, and extended hours.

Attachments

1. Aerial Photograph, Village of Frankfort GIS (1:3,000 scale)
2. A 3-D isometric aerial image of the Hickory Creek Marketplace (Google images)
3. Findings of Fact for Special Use Permit and Major Change to a PUD
4. Plan Commission meeting minutes excerpt from November 10th, 2022, January 26th, 2023 & June 8th, 2023
5. Village Board meeting minutes excerpt from June 20th, 2023
6. Photographs of site, taken by staff 11.1.22 and August 2, 2023
7. Project submittal, including Site Plan, Landscape Plan, Building Elevations, etc., received July 24th, 2023
8. Exterior Signage Package, received May 1st, 2023

History

A brief history of the project is as follows:

- Complete application and fees received, May 12, 2022
- PC/ZBA Workshop, November 10, 2022
- PC/ZBA Public Hearing #1, January 26, 2023: All Special Use Permits were recommended unanimous approval. The Major PUD change was recommended approval by a split 3-2 vote.
- Committee of the Whole: February 8, 2023. There was some discussion of the project on this date. The applicant elected to return to the PC/ZBA for a second public hearing to address comments.
- PC/ZBA Public Hearing #2: June 8, 2023: All Special Use Permits were recommended unanimous approval. The Major PUD change was recommended approval by a split 6-1 vote.
- Village Board: June 20, 2023: The Board reviewed and commented on the project. In conjunction with the applicant, the Board remanded the project to the PC/ZBA.

Major changes to plans since the last public hearing on June 8th, 2023

At the last public hearing on June 8th, the PC/ZBA recommended unanimous approval for the Special Use Permits for the carry-out restaurant, drive-through use, the outdoor seating and the extended hours of operation. However, the Plan Commission recommended approval of the Special Use Permit for the Major Change to a PUD through a split 6-1 vote.

At the Village Board meeting on June 20th, the Board provided feedback and comments regarding the project. Most notably, some members of the Board recommended against the use of the red accent stripe on the front façade, as well as the higher parapet on the south wall of the building projecting higher than the other three walls (see meeting minutes excerpt). The Board recommended and the applicant agreed that the project should return to the PC/ZBA as a public hearing to address the comments.

For ease of reference, staff notes the changes to the plans since the June 8th public hearing:

1. The vertical red, metal accent stripe on the front (north) façade has been removed.
2. All four sides of the building have a parapet of the same height, with the exception of the arched elements that rise 3.5' above the parapets on the east and west elevations.
3. All of the cultured stone on the building has been replaced with flat, white limestone ("Renaissance Masonry Sill") to match the existing outparcel buildings rather than the Emagine Theater building.
4. The individual brick size was made larger in size to better match the existing outparcel buildings.
5. The former metal bronze awnings on the north, east and west façades are now red in color.
6. The proposed light poles are now noted on the plans to match the existing light poles in the PUD.
7. The Landscape Plan has been changed to add screening around the dumpster enclosure, per the PC/ZBA's condition of approval on June 8th, 2023.
8. The Landscape Plan now illustrates that the existing, mature Honey Locust tree at the southeast corner of the site will be preserved. The lowest branches of the Honey Locust tree are at least 6' above grade and do not impair vehicular visibility. As such, staff recommends against *major* pruning of this tree.
9. The rooftop access ladder was relocated from outside the building to inside of the building.
10. Please note that the proposed signage has NOT changed, but the building elevation drawings were not updated. The wall and ground signs continue to comply with the applicable codes. The signage building elevation drawings will need to be updated before this project can proceed to the Board.

Analysis (updated)

Land Use

1. The property is zoned B-3, General Business, with a PUD overlay for a commercial plaza development. This zone district is primarily intended to “provide areas to be used for most types of retailing and service uses, including those uses that are oriented toward the service of automobiles”. The proposed drive-through coffee shop meets the general intent of this zone district.
2. The construction of the proposed coffee shop building within the PUD for Hickory Creek Marketplace requires a Major Change to the existing PUD. Major PUD changes were required to construct the outlot buildings for Autozone and Jimmy John’s (Ord-2329 and Ord-2419).
3. The proposed drive-through coffee shop in the B-3 zone district would require five (5) Special Use Permits for the following:
 - Major Change to a PUD
 - Carry-out restaurant
 - Drive-through windows
 - Outdoor seating
 - Extended hours of operation

Normal business hours within the Village are from 7 am – 11 pm. A Special Use Permit was required for a drive-through use and extended hours of operation for Steak & Shake (Ord-2269), which was permitted to be open from 5 am to 1 am. Sparks Coffee is requesting to be open from 5:30 am – 8 pm Monday – Saturday and from 6 am – 6 pm on Sunday, which can be allowed through a Special Use Permit.

Site Plan

The underlying zone district of B-3 (General Business) contains dimensional requirements regarding building setbacks, height, etc. Additionally, the PUD is governed by Ord-1654, which has some dimensional regulations that supersede the Zoning Ordinance. Deviation from either of these regulations can be permitted as part of the Major Change to the PUD (exceptions). Although there is no vehicular access to La Grange Road, there is a 125' front yard setback requirement from the centerline of the road. By definition, the east property line is then considered the rear yard and the north and south property lines are considered side yards. The proposed building would be set back 125' from the centerline of La Grange Road, meeting the front yard setback requirement.

Below are the dimensional standards applicable to the subject property:

	Lot Size	Front Yard Setback (to centerline)	Front Yard Landscape Setback	Side Yard Setbacks	Rear Yard Setback	Building Height	Impervious Lot Coverage
Required	20,000 SF	125'	25'	15'	30'	25'*	70%
Proposed	52,272 SF	125'	25'	73.6'/115.4'	89.5'	21'	56.6%

*per Ord-1654, PUD

Accessory structures in the B-3 zone district must be set back at least 10' from any property line. The proposed trash enclosure is located 5' from the south side property line, requiring an exception. The proposed trash enclosure would be constructed of brick to match the building and complies with all other requirements listed in the Zoning Ordinance (height, gates).

A sidewalk connection from the building to the existing sidewalk along La Grange Road was discussed during the Plan Commission workshop on November 10, 2022. At that time, the Plan Commission expressed a preference to

preserve the existing, mature, 25' wide landscape buffer along La Grange Road, instead providing a sidewalk connection that would disturb the landscaping. The sidewalk connection would have also required cutting into the existing berm within this landscape easement. As such, the sidewalk connection has been removed on the latest plan revisions. Since a sidewalk connection is technically required, an exception would need to be granted as part of the Major change to the PUD.

An outdoor seating area is proposed on the north side of the building. The outdoor seating area would measure approximately 800 square feet and may contain tables, chairs and benches. Article 5, Section C, Part 14 of the Zoning Ordinance requires that all restaurant outdoor seating be enclosed by a fence or wall at least 3' tall, regardless of whether alcohol is sold. Sheet A306 of the submittal illustrates a 3' tall metal railing that would mostly enclose the outdoor seating area. The outdoor seating area would be further buffered from the drive aisles by an approximately 5' wide landscape bed. A pedestrian walk-up ordering window is proposed on the west side of the building, adjacent to the outdoor dining area.

During the last public hearing on June 8th, there was some discussion regarding the proposed outdoor seating fencing and that it should match Camino Viejo's outdoor seating fencing on the outlot to the north. This was not made a condition of approval at the last public hearing. However, the PC/ZBA may wish to add this as a condition of approval at this public hearing.

Building Materials/Architecture

Building materials and architecture are regulated by the Zoning Ordinance (Article 7, Section A, Parts 5 & 8) and by the existing PUD (Ord-1654). As such, the proposed building materials and architecture should generally match the other buildings in Hickory Creek Marketplace.

Staff offers the following comments:

1. The primary building materials are brick and limestone, both intended to match the brick and stone on the adjacent outlot building to the north (Outlot 1D). The brick is used on all four sides of the building and is the primary building material. The limestone would primarily be used as wainscot along the base of the building, as well as the base of the drive-through support columns. The metal façade with the red accent stripe on the north building elevation was removed, as a recommendation of the Village Board on June 20th. In lieu of this, the applicant is proposing to change the color of the metal canopies from bronze to red. Article 7, Section A, Part 5 (i) of the Zoning Ordinance states that *"while it is recognized that color is a very subjective matter and that creativity should not be stifled, colors should nonetheless be used harmoniously and with some restraint"*. For comparison, the outlot building on outlot 1D (Mattress Firm/Pizza Hut) currently has green awnings as an accent color, and the former Steak & Shake building has black and white striped awnings.
2. Historically, the Village has required that canopy support beams (for drive-throughs and gas station canopies) be fully wrapped in masonry. The combined mix of stone and brick wrapping meets and exceeds expectations.
3. The roof would be flat, matching all other buildings in the development. The parapet of the roof would have arches on the east and west sides to mirror the other buildings in this development. All rooftop mechanical units would be screened by masonry parapets, as depicted on Sheet A110. One ground-mounted mechanical unit is proposed, being a transformer located within the landscaped area immediately south of the building.
4. A full basement is proposed as illustrated on Sheet A101. Although not defined on the floorplan, it was stated by the applicant at the workshop meeting that the basement will be used for storage.
5. An exterior ladder for roof access was attached to the south side of the building but was removed and relocated to inside of the building and will not be visible to the public.

6. Historically, the Village has not permitted the use of thin brick on commercial buildings. At the workshop and public hearings, the PC/ZBA stated that the building be constructed of regular brick, not thin brick as originally proposed. The use of regular brick was also made a condition of approval at the last public hearing. It's believed that the building elevations and trash enclosure now propose regular brick. Staff recommends adding this as a condition of approval, like it was at the last public hearing.

Parking & Circulation

The subject property is located between the existing outlots for Old National Bank and the strip commercial building that contains Mattress Firm, Pizza Hut, etc. The subject property would only be accessible via a shared access drive within Hickory Creek Marketplace; there would be no new access to La Grange Road. There would be no cross-access between the subject property and the two adjacent outlots. Traffic would enter the site from the northern access driveway only and circulate on-site in a counterclockwise fashion. Traffic could exit the site from either the southern access driveway (one-way out) or the northern access driveway (two-way).

Staff offers the following comments:

1. Parking for fast food (carry-out) restaurants is required a ratio of 1 space per 75 square feet of gross floor area, plus 1 space for every 2 employees during the largest working shift. The building would be 945 square feet and staffed by up to 4 people at once, requiring 15 spaces. A total of 24 parking spaces would be provided on-site, including 1 ADA space, complying with the parking requirement. The Zoning Ordinance is silent regarding whether outdoor seating area is counted toward the total parking requirement for restaurant uses. For the purposes of this report, the outdoor seating area was not counted toward the total parking required. If the outdoor seating area was counted as floor area of the restaurant, a total of 25 parking spaces would be required.
2. Per the existing PUD (Ord-1654), each parcel must provide its own parking on-site. There is a "reciprocal easement agreement" within Ord-1654, which allows for shared access between parcels (but not shared parking) within the PUD.
3. The drive-through lane would consist of dual lanes, similar to the McDonald's on La Grange Road. The proposed order board complies with Ord-3338 regulating electronic digital menu boards. The applicant has also noted that orders may be taken by employees outside the building, similar to the operations of a Chick-fil-A restaurant. A 14.5' wide bypass lane exists adjacent to the drive-through lane.
4. Both Village staff and Robinson Engineering recommended that the southern access drive to the property be made two-way instead of one-way exit only. As proposed, the southern exit-only driveway is 21' wide, which is only slightly narrower than the northern two-way driveway at 25'. As such, motorists may try to treat the one-way driveway as two-way which could cause confusion. Staff recommended that the southeast access drive be widened and made two-way or narrowed so that it's obviously a one-way driveway. The applicant believes that if the southeast access were made to be two-way, it could lead to motorists "cutting in line" at the drive-through and has elected to keep this access as proposed.

Loading

1. Due to the small size of the building (945 sq. ft.), a loading space is not required per the Zoning Ordinance. Staff still recommends discussing where and how loading would occur on-site.

Landscaping

1. There is a 25' wide landscape easement located along La Grange Road for all properties in the PUD, including the subject property. The landscape easement on the subject property has a small berm (2' +/-) and contains several mature trees and shrubs, notably evergreen trees.
2. The Landscape Plan illustrates additional plantings of shrubs and ground cover within the landscape buffer within the easement, including evergreen shrubs and decorative grass. The proposed yews will

reach 3-4' tall and the proposed decorative grass will reach 2-6' tall, which will help obscure the view of cars in the drive-through and their headlights from La Grange Road.

3. The Landscaping Regulations as listed in §158.30(B) of the *Code of Ordinances* require that a 5' wide landscape bed be located adjacent to drive-through lanes, separating the drive-through lanes from other vehicular use areas. This landscape bed was not included on the Site Plan (or Landscape Plan) but could be waived as an exception under the Major Change to the PUD.
4. Landscaping is proposed around the trash enclosure and within the center of the site around the building and outdoor seating area.
5. Two evergreen trees in fair/poor condition would be removed along the east property line and are not classified as preservation trees. The existing Honey Locust tree at the southeast corner is in good condition and would be preserved, as recommended by the PC/ZBA during the last public hearing. The applicant is proposing to plant 2 Swamp White Oak trees along the east property line, 1 Street Maple south of the building and 4 fir trees along the southern property line around the proposed trash enclosure.

Lighting

1. A Photometric Plan has been provided illustrating 6 new 20' tall light poles. The light levels comply with the levels permitted in the Zoning Ordinance.
2. The proposed light poles would match the existing light poles in the PUD in terms of design and color.
3. The maximum height of light poles in the B-3 zone district is 25'. The proposed light poles would be 20' tall, complying with this requirement.
4. In addition to 6 six light poles, there would also be 4 recessed can lights beneath the drive-through canopy.

Signage

Signage for Outparcel 1E is governed by the following:

- Ord-1654, Exhibit E (Hickory Creek Marketplace)
- Ord- 3338 (Menu Boards)
- Sign Code, Village of Frankfort

An exterior sign package (Uniform Sign Plan) has been provided, illustrating the wall signs, directional signs and the menu board. Staff reviewed the proposed signage against all applicable sign codes and the previous signage approvals for the Hickory Creek Marketplace PUD and found that all of the proposed signs comply. However, the building elevation drawings within the Uniform Sign Plan are outdated and must be revised prior to review by the Village Board.

Ord-1654 notes the following:

- Up to 2 wall signs are permitted
- Logos are permitted
- Up to 2 lines of text permitted
- Wall signs may have up to 3 colors
- Letters/symbols can't exceed 42" tall
- Letter depth can't exceed 6"
- Raceways are not permitted
- Length of sign can't exceed 70% of the frontage
- 25 SF of sign area per lineal foot of building frontage

The Hickory Creek Marketplace multi-tenant buildings, unlike the single-building outlots, may only have white channel letter wall signs, except for the anchor tenants of Emagine, Staples and Home Depot. For example, the single tenant buildings of Autozone and Steak & Shake have orange and red signage, whereas the multi-tenant building containing Mattress Firm and Pizza Hut has all-white signage. As a single-tenant building, Sparks Coffee would be permitted up to 3 different colors for its wall signage.

Two large ground signs exist for Hickory Creek Marketplace: one sign along La Porte Road and the other at the main entrance to the PUD along La Grange Road. These two large ground signs only contain the names of the anchor tenant stores of Home Depot, Emagine and Staples. There is one smaller ground sign located midblock along La Grange Road, between the plaza's main entrance and La Porte Road, in front of the strip retail building containing Mattress Firm. This smaller ground sign contains the names of some of the smaller tenants, including Goodwill, Pizza Hut and Great Clips. The subject property, Outlot 1E, was purchased by the applicant, whereas much of the rest of the PUD is owned by "Hickory Creek Market Place". Since the properties are within the same PUD but under separate ownership, it's uncertain whether the applicant could place their name on the smaller ground sign.

Preliminary Engineering

The site is currently served by Village water, sanitary and storm utilities. Per a review by Robinson Engineering, on-site stormwater detention for Hickory Creek Marketplace is already provided in the detention pond behind Emagine Theater. Any final engineering review work is expected to be minor.

Requests – Summarized

Exceptions:

There are four (4) exceptions requested:

1. Reduced trash enclosure setback of 5' (10' required from any lot line)
2. Relief from the required 5' wide landscape bed adjacent to drive through lanes
3. Relief from the required sidewalk connection from the building to the existing sidewalk along La Grange Road
4. Relief from the Landscape Ordinance's requirement of installing 1 landscape island or "finger" every 10 parking spaces.

Special Use Permits:

There are five (5) Special Use Permits requested:

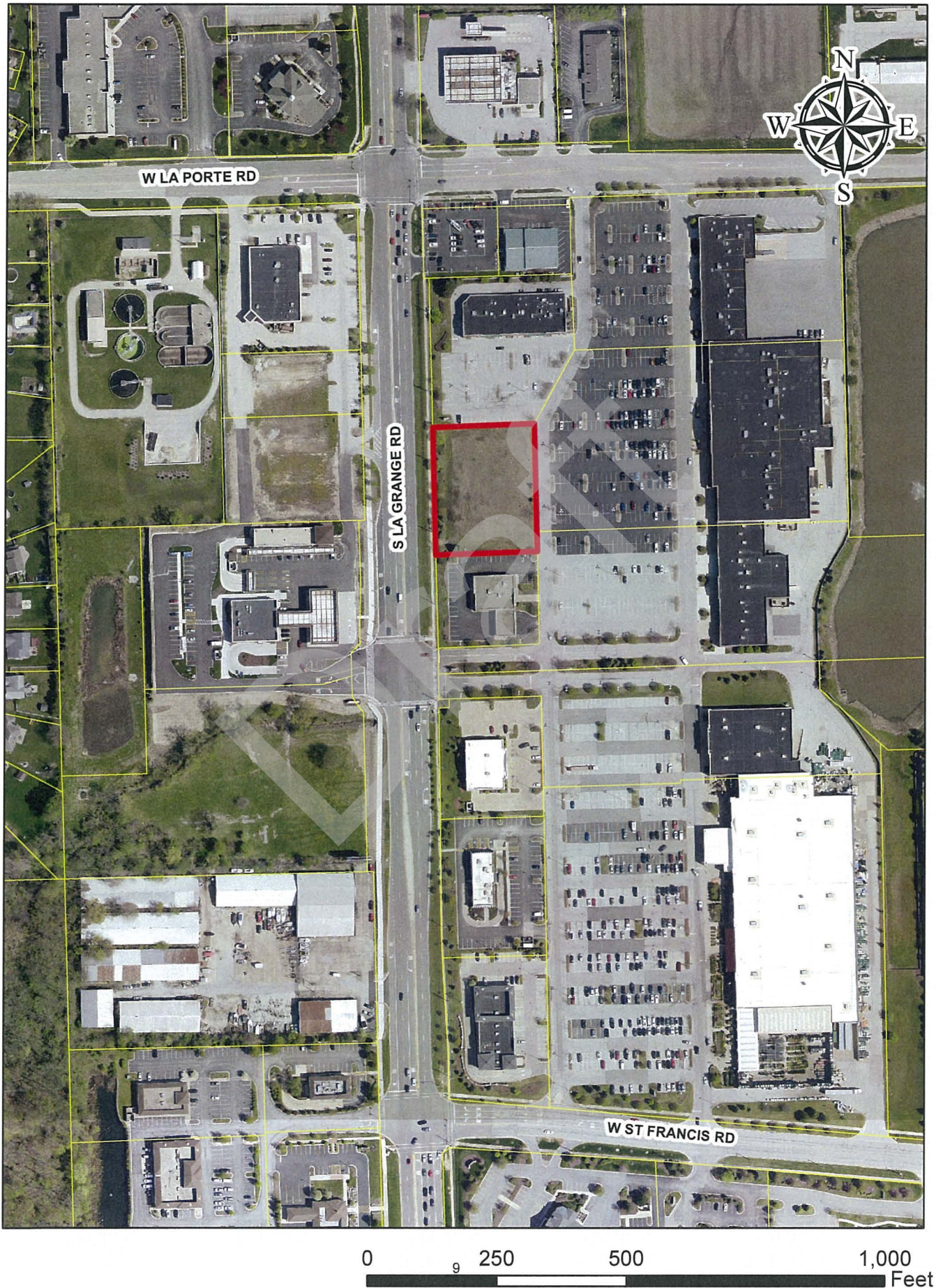
1. Major Change to a PUD
2. Carry-out restaurant
3. Drive-up service windows associated with a permitted use
4. Outdoor seating associated with a permitted restaurant
5. Extended hours of operation

Affirmative Motions

1. Recommend to the Village Board to approve the Major Change to a PUD, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned on final engineering approval, using standard brick instead of thin brick on the building and the following exceptions:
 - a. Reduced trash enclosure setback of 5' (10' required from any lot line)
 - b. Relief from the required 5' wide landscape bed adjacent to drive through lanes
 - c. Relief from the required sidewalk connection from the building to the existing sidewalk along La Grange Road

2. Recommend the Village Board approve a Special Use Permit to allow a carry-out restaurant use on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans, public testimony, and Findings of Fact, and conditioned on final engineering approval.
3. Recommend the Village Board approve a Special Use Permit to allow drive-up service windows associated with a permitted use on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans, public testimony, and Findings of Fact, and conditioned on final engineering approval.
4. Recommend the Village Board approve a Special Use Permit to allow outdoor seating associated with a permitted restaurant on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans, public testimony, and Findings of Fact, and conditioned on final engineering approval.
5. Recommend the Village Board approve a Special Use Permit to allow extended hours of operation (5:30 am – 8 pm Monday – Saturday and from 6 am – 6 pm on Sunday) on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans, public testimony, and Findings of Fact, and conditioned on final engineering approval.

Major PUD Change - Caffeinated Concepts





VILLAGE OF
FRANKFORT
INC • 1879

Application for Plan Commission / Zoning Board of Appeals Review
Planned Unit Development (PUD) Standards

Article 3, Section F, Part 4 of the Village of Frankfort Zoning Ordinance lists “findings” or “standards” that the Plan Commission must use to evaluate every PUD Preliminary Plan and Final Plan. The Plan Commission must consider the extent to which the proposal fulfills the following seven standards. To assist the Plan Commission in their review of the PUD request, please provide responses to the following “Review Standards.” Please attach additional pages as necessary.

1. The plan is designed to protect the public health, welfare and safety.
The plan is designed in a way that will protect the public in every way as soon as they enter the property.
2. The proposed development does not cause substantial injury to the value of other property in the immediate area.
The proposed development has been designed to fit the aesthetic and match the value of the other property in the immediate area.
3. The plan provides for protection of the aesthetic and function of the natural environment, which shall include, but not be limited to, flood plains, streams, creeks, lakes, ponds, wetlands, soil and geologic characteristics, air quality, vegetation, woodlands, and steep slopes.
The plan maintains and exceeds the aesthetic and function of the natural environment by keeping existing and adding landscaping.
4. The plan provides for and ensures the preservation of adequate recreational amenities and common open spaces.
The plan provides a fenced in patio with table and bench-style seating for the public to enjoy.

5. Residential use areas may provide a variety of housing types to achieve a balanced neighborhood.
The plan adds balance to the area.
6. The planned unit development provides land area to accommodate cultural, educational, recreational and other public and quasi-public activities to serve the needs of the residents thereof.
The planned unit development adds to the existing accommodations in the surrounding area, serving the needs of the public.
7. The proposed development provide for the orderly and creative arrangement of all land uses with respect to each other and to the entire Village.
The proposed development respectfully provided orderly and creative arrangement of the land use to the village.

Article 3, Section F, Part 5, letter 'd' of the Village of Frankfort Zoning Ordinance lists two additional "findings" or "standards" related specifically to residential or mixed-use PUDs to permit uses that are otherwise not permitted in the underlying zoning district. For these specific types of proposals, the Plan Commission must also find the following. Please provide responses to the following additional "Review Standards."

1. That the uses permitted by such exceptions are necessary or desirable and are appropriate with respect to the primary purpose of the planned unit development;
The use these exceptions would allow are desirable and appropriate with respect to the primary purposes of the PUD.
2. That the uses permitted by such exception are not of such a nature or so located as to exercise a detrimental influence on the surrounding neighborhood;
The uses permitted by the exception is not of such a nature or location that will exercise detrimental influence on the surrounding neighborhood.

VILLAGE OF
FRANKFORT
INC • 1879

Application for Plan Commission / Zoning Board of Appeals Review
Special Use Permit Findings of Fact

Article 3, Section E, Part 6 of the Village of Frankfort Zoning Ordinance lists “findings” or “standards” that the Plan Commission must use to evaluate every special use permit request. The Plan Commission must make the following seven findings based upon the evidence provided. To assist the Plan Commission in their review of the special use permit request(s), please provide responses to the following “Findings of Fact.” Please attach additional pages as necessary.

1. That the establishment, maintenance or operation of the special use will not be detrimental to, or endanger, the public health, safety, morals, comfort or general welfare.

The establishment will permit only low speed on site to enter into queue, ensuring a safe environment for the public. The establishment's access points were thoughtfully placed to not allow cramming in the drive-thru and will not be detrimental to public health.

2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

The site has been vacant for years, our establishment will improve the site's aesthetics. The special use will not be injurious to the use and enjoyment of the other properties, as the queuing will be contained on the parcel. The neighbors are commercial not residential; therefore, the special use will not diminish property value.

3. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The establishment will not impede the normal and orderly development, for food service is already a permitted use in the district, the drive-thru is merely the method of product delivery and will be contained on site.

4. That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed, or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.

Our establishment is committed to high quality building, utilizing a mixture of both brick and stone. It will match the quality and construction of the neighboring level of development.

5. That the adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

The building will only be around 750 square feet; the utilities were placed to withstand the larger surrounding buildings. Consumers will enter our establishment from the access points provided to the marketplace, both north and south.

6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Those traveling from the north will turn left on to La Porte rd then right in to the marketplace. They will follow the road until they take a right in to our establishment. Those traveling from the south will take a right into the marketplace then a left at the 4-way stop, leading them to make a left in to our establishment. Those access points have been approved to handle Frankfort traffic.

7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Village Board, pursuant to the recommendations of the Plan Commission.
Our project will follow all applicable codes.



MINUTES

MEETING OF VILLAGE OF FRANKFORT PLAN COMMISSION / ZONING BOARD OF APPEALS

November 10, 2022–VILLAGE ADMINISTRATION BUILDING

432 W. NEBRASKA STREET

Call to Order: Chair Rigoni called the meeting to order at 6:30 PM

Commissioners Present: Chair Maura Rigoni, Brian James, Nichole Schaeffer, Dan Knieriem, Will Markunas

Commissioners Absent: Jessica Jakubowski, David Hogan

Staff Present: Director of Community and Economic Development Mike Schwarz, Senior Planner Chris Gruba, Planner Drew Duffin

Elected Officials Present: None

A. Approval of the Minutes from October 27th, 2022

Motion (#1): To approve the minutes from October 27th, 2022.

Motion by: Knieriem

Seconded by: Schaeffer

Approved: (4-0, Commissioner Markunas Abstained)

B. Workshop: Drive Through Coffee Shop – Hickory Creek Marketplace Subdivision

Chris Gruba gave the staff report.

The applicant and the architect approached the stand. The architect explained that their civil engineer could not make it to the meeting. Neither person had anything more to add.

Chair Rigoni asked for comments on the proposed use.

Commissioner Knieriem asked if the proposed restaurant was part of a larger chain or an independent restaurant.

The applicant our responded that the proposed building would be their first location, but that their short-term goal was to open ten locations in total.

Commissioner Knieriem asked if the applicant was in the restaurant business.

The applicant stated that restaurants were a family business.

Commissioner Knieriem asked if the applicant was from the Frankfort area.

The applicant stated she was from the area.

Commissioner Knieriem said he thought the location was a good spot for this use, especially given the other coffee uses nearby were always busy. It was a good location. He asked how their concept differed from other coffee shops.

The applicant explained that they would utilize a double drive-through lane, which would help to manage throughput. There would also be runners delivering orders to car windows, similar to Chick-fil-A or Portillo's.

Commissioner Knieriem asked if there would be an app for preordering from the restaurant, since there were no proposed order boards.

The applicant said that there might be in the future.

Commissioner Knieriem asked whether the proposed basement would be used for storage.

The applicant responded that it would.

Commissioner Knieriem thanked the applicant for their work to align color scheme of the proposed building with the surrounding buildings in the PUD. He believed it looked good.

Commissioner Schaeffer agreed with Commissioner Knieriem. She asked if there would be any indoor seating.

The applicant said there would not be, and that the inside would be employees only.

Commissioner Schaeffer asked where the applicant would source the business' coffee from.

The app explained they were looking at different roasters at the moment. Ideally, they would pick someone local, but no decision had been made yet.

Commissioner Markunas asked how runners would take orders.

The applicant responded that runners would use tablets.

Commissioner Markunas asked if those same runners would deliver orders to cars.

The applicant said they would.

Commissioner Markunas asked the applicant if they were looking to eliminate the drive-through chokepoint by allowing people to pull out of the line once they received their orders.

The applicant said that was the case.

Commissioner James expressed his concern for the safety of people moving through the site, both pedestrians and drivers, based on the proposed layout.

The applicant noted that it was a priority for her as well.

The architect noted that there was striping on the site plan to alert drivers to areas which would be frequented by pedestrians.

Commissioner James noted that the proposed building was a relatively niche design. He thought the Plan Commission should consider how the proposed structure could be used by a future occupant. It was a good location, and the Plan Commission should consider that when deciding on their recommendation.

Chair Rigoni noted that the uses seemed appropriate. She also said that she was struggling to understand how the drive-through would work, since it was an uncommon approach to handling drive-through traffic. She asked for comments on the list of exceptions developed by staff which might be requested at a future public hearing.

Commissioner Markunas asked why the applicant did not redesign the northern entrance to be a two-way entrance, rather than an exit-only driveway.

The applicant explained that they wanted all cars entering the site to enter the drive-through line. Having an entrance on the north side of the property could result in people cutting into line.

Commissioner Markunas asked if the applicant would consider changing the north driveway into a two-way driveway. From a safety perspective, he believed that some people would turn in through there anyway.

The applicant said she was open to making that change.

The architect stated that they could change the design to make it clear that driveway was not an entrance.

Commissioner Markunas explained that people could still use it as an entrance anyway.

Commissioner Knieriem agreed. Widening north entrance would make the property friendlier to patrons. He could see the applicant's concern, but believed it would be better to make it a two-way entrance.

Chair Rigoni noted that, given parking was proposed along the south property line, there ought to be a way to access that parking without needing to drive all the way around the building. She thought the building should be reoriented, and be laid out similar to the Steak n' Shake to the south. Most drive-throughs in Frankfort were not build so close to La Grange Road, and flipping the proposed design so the drive-through was on the east side of the property would be consistent with other development, and would eliminate the need for the exception to reduce the required building setback from the centerline of La Grange Road.

Commissioner James added that it could also provide the applicant an opportunity to better utilize their proposed signage.

Chair Rigoni made clear that she was not trying to change the applicant's design, but asked the applicant to consider what the Plan Commission was suggesting.

The architect noted that the proposed drive-through was oriented a certain way, and changing it would be inconvenient to drivers.

Chair Rigoni clarified that she was asking the applicant to consider reorienting the site plan so that a drive-through would work as normal. She noted that the proposed canopy was larger than normal for a restaurant, and that the proposed canopy appeared more like a bank drive-through.

Commissioner Markunas added that reorienting the building would help with parking too, since a patron would not need to drive all the way around the drive through line to access parking.

The architect asked for the Plan Commission for clarity on their suggested reorientation. He noted that reorienting the building the way they suggested would push the building back further from La Grange Road.

Chair Rigoni noted that the building would be a fixed point. She asked staff to make sure the setbacks of the proposed building were aligned with nearby buildings rather than focus on following the letter of the Zoning Ordinance.

Commissioner Knieriem asked if the Plan Commission's suggestion was clear to the applicant.

The applicant said it was, and that they had considered a similar design before. They wanted to be closer to the road, however.

Chair Rigoni said she understood that desire, but that they would still have to meet setback requirements. She suggested the applicant look at how Steak n' Shake laid out their building so the drive-through was away from La Grange Road.

Commissioner Schaeffer asked if the exceptions related to the setback from La Grange Road would be unneeded if the building was reoriented.

Chair Rigoni said it was possible.

An aerial view of the nearby Steak n' Shake was displayed on the screen.

The architect stated that the Steak n' Shake layout was a potential option. He thought the Plan Commission was suggesting relocating the proposed parking on the east side of the property to the west side, close to La Grange Road.

Commissioner Schaeffer said that they applicant should also keep in mind that there would be landscaping between their building and La Grange Road. People drove fast along that road, and may not clearly see your building when passing. She understood their desire to get as close to La Grange Road as possible, but it might not be as advantageous as they were thinking.

Commissioner Markunas noted that reorienting the building would also mean the large proposed sign on the east façade would face La Grange Road.

The architect agreed.

Chair Rigoni asked for comments relating to the proposed building and building materials.

Commissioner Markunas stated he thought they were good. He was glad the applicant had worked with staff. The current proposal gave the building an individual character but still tried to match surrounding area.

Commissioner James agreed, but expressed his concern with the proposed thin brick veneer. He noted that the Plan Commission preferred structural brick.

Commissioner Schaeffer agreed. She stated that she liked the lighter stone accents. She added that while structural brick may cost more, but was standard in the Village.

Commissioner Knieriem added that if a car hit the thin brick around the canopy column, it would be an issue for the business. It would be an issue for the driver if the applicant instead used full structural brick.

Chair Rigoni noted that there was uniformity in the surrounding shopping center, and that the applicant was the last one to develop their property. The proposal did not incorporate an arch element into their design, which was present in other buildings in the PUD. To her, the biggest sticking point was architecture. On its own, the proposed design was great, and would appear so at another location. Her issue was how it related to the other buildings around it. The proposed building was not cohesive, especially with the red coloring.

Commissioner Knieriem asked Chair Rigoni which arches she was referring to.

Chair Rigoni explained that the arch element was incorporated differently with each building, but was present regardless. Building designs became flatter as they approached the intersection of St. Francis Road and La Grange Road.

The applicant asked if the building to the north of their property had arch elements.

Chair Rigoni said there was an arch in the stone detailing above the entryway. She turned the conversation toward landscaping. She asked if staff was looking for direction on the potential tradeoff between connecting to the sidewalk along La Grange Road and removing a large evergreen tree.

Chris Gruba explained that connecting to the sidewalk along La Grange Road was required per code, and the applicant was looking to install it, but the Plan Commission could consider waiving that requirement at the request of the applicant.

Commissioner Knieriem noted that if the building was reoriented, it might not be an issue.

Chair Rigoni asked if any other buildings had a connection to that sidewalk.

Chris Gruba noted that Steak n' Shake had one.

Commissioner Knieriem noted that there was not a lot of pedestrian traffic on La Grange Road, and asked the applicant if they wanted the sidewalk connection.

The applicant said they had no preference either way.

Commissioner Markunas noted that not installing the sidewalk could be cheaper.

Commissioner Schaeffer stated that it was a different story near the high school, but that in the area near the applicant, there were very few pedestrians. She then asked if the landscaping in the north west corner would screen headlights on the turn radius.

Chris Gruba said that some plants would, but not all. Staff asked for taller landscaping to screen headlights, but none had been proposed yet.

Chair Rigoni noted that since the site might be laid out differently at the next meeting, the applicant had a chance to address concerns about headlights. She asked the Plan Commission if they had any comments on the proposed signage.

Commissioner Markunas noted that two different sign sets were given to staff, and asked which ones the applicant was going to use.

The applicant stated they would use the signage details found on the proposed elevations.

Chair Rigoni asked if the proposed signage met the Village regulations.

Chris Gruba stated that the proposed signage currently exceeded regulations.

Commissioner Knieriem asked the applicant if they were looking to paint a sign on the wall.

The applicant explained that their intent was to install a box sign.

Commissioner Schaeffer asked if it would be illuminated.

The applicant said it would.

Chris Gruba stated that, as proposed, the development did not comply with the PUD sign regulations.

Commissioner Markunas said that staff could work with the applicant to meet the requirements.

The architect asked if they would be allowed to paint the wall.

Chair Rigoni said she did not think it would be.

Chris Gruba said it was not allowed, according to the PUD Ordinance for Hickory Creek Marketplace.

Chair Rigoni noted they proposed more than two signs, which was not allowed per Code.

The architect noted that they should remove the proposed canopy signs, which would address the number of signs. That would leave only the size regulations to comply with.

Commissioner Markunas agreed, and said that they could work with staff to meet code.

The applicant asked if unilluminated signs were still considered signs per code.

Chair Rigoni said they were.

There was some discussion on the regulation which required a landscape barrier between bypass lanes and drive-through lanes. The Plan Commission expressed that they were generally alright with the applicant not meeting that code requirement.

Chris Gruba asked if the Plan Commission had any comments on the outdoor seating area.

Commissioner Knieriem noted that the building was located along La Grange Road, which had high traffic volumes. He suggested the applicant consider installing extra landscaping to help reduce noise.

Chris Gruba asked if the Plan Commission thought the proposal was ready to come to a Public Hearing.

Chair Rigoni said she was, unless there were any major changes. She asked what time the restaurant would close.

The applicant said that they would close at 8:00.

Commissioner Schaeffer asked if they would sell food.

The applicant stated that they would sell pre-prepared foods such as pastries, but nothing else.

C. Workshop: 15 Ash Street – Old Frankfort Mall

Chris Gruba gave the staff report.

The applicants, Mike and Chris, approached the stand. They were joined by Chris Tokarz, their architect. They brought an additional presentation for the PC as well, which was not able to be displayed on screen due to technical issues.

The architect explained that they had originally proposed parking along White Street. The Public Works Department and Village staff recommended against adding on-street parking within the right-of-way of White Street but were amenable to adding a 12'x50 loading space within the right-of-way. The architect had done a lot of reorganization of tenant spaces on the interior of the building, so that all would have street access. Other changes were made to accommodate the transformer, but their options were limited since the building was so close to the lot lines. He created an alcove that would allow for an on-site interior transformer, the design of which had yet to be finalized. All tenants would have access to a street and an interior area for back-of-house needs. The landscape plan showed that trees would be provided within the rights-of-way of Ash, White and Kansas streets. The current plan did not include two trees which were proposed on Ash Street and Kansas Street, but they would be added to comply with code. The building was in a unique situation, since there were streets on three sides and no rear property line, which resulted in certain variances. The proposed building would fill out the property. The applicant stated that the project would not be feasible unless the building were expanded to nearly all property lines. One other major change was to the second-floor residential hall. They took some space out of the bowling alley, so now the proposed dwelling units were larger. The tradeoff they made was in losing event space within the bowling alley, but the existing bowling alley lanes would remain. A proposed roof deck and observation deck would be located above the bowling alley and above the 3rd floor of the addition, respectively. On the third floor, there was a proposed roof deck and observation deck. In regard to comments on the building height, Kansas Street slopes up from White Street to Oak Street. The proposed 45-foot building height was measured at White Street, but 42 feet on Ash Street. 28 Kansas Street was currently the highest building along Kansas



MINUTES

MEETING OF VILLAGE OF FRANKFORT PLAN COMMISSION / ZONING BOARD OF APPEALS

January 26, 2023 –VILLAGE ADMINISTRATION BUILDING

432 W. NEBRASKA STREET

Call to Order: Chair Rigoni called the meeting to order at 6:30 PM

Commissioners Present: Chair Maura Rigoni, Brian James, Dan Knieriem, Will Markunas, Nichole Schaeffer

Commissioners Absent: David Hogan, Jessica Jakubowski

Staff Present: Director of Community and Economic Development Mike Schwarz, Senior Planner Christopher Gruba

Elected Officials Present: Trustee Daniel Rossi

A. Approval of the Minutes from January 12th, 2023

Motion (#1): To approve the minutes from January 12th, 2023.

Motion by: Knieriem

Seconded by: Markunas

Approved: (4-0, Commissioner Schaeffer Abstained)

B. Public Hearing: Drive-Through Coffee Shop – Hickory Creek Marketplace Subdivision

Chair Rigoni swore in member of the audience wishing to provide testimony.

Chris Gruba presented the staff report and summarized the changes to the plans since the workshop meeting.

Chair Rigoni asked the applicant if she wanted to make additional comments.

Aliana Winkle approached the podium and offered to answer any additional questions from the commission.

The project architect approached the podium and offered to answer any questions from the commission. He stated that is has been about eight months since they filed an application, and they did take into account the comments that were provided at the workshop.

Chair Rigoni asked if there was anyone in the audience wishing to provide testimony. There was no response.

Motion (#2): To close the public hearing.

Motion by: Schaeffer

Seconded by: Markunas

Approved: 5-0

Chair Rigoni asked the commission if there was any questions or comments on the special uses. There were none.

Chair Rigoni asked the commission if there were any questions or comments on the Major Change to the PUD. There were none.

Chair Rigoni asked the commission if there were any questions about the site plan.

Commissioner Schaeffer asked about the direction of traffic flow.

Aliana Winkle stated that the flow would be clockwise around the building.

Commissioner Knieriem asked about the order taking.

Aliana Winkle stated that all order taking will be done outdoors at the drive-up and the order takers will have head-to-toe custom clothing and outdoor heaters for the winter months.

Chair Rigoni asked if there would be a menu board.

Aliana responded that they will just have a small signpost for customers to scan a QR code, which would bring up the menu on their phone.

Chair Rigoni asked staff if they received the complete signage plan for the site including any menu boards and directional signs.

Chris Gruba responded no, only the wall and canopy signage was submitted as provided in the packet.

Commissioner Knieriem asked if the commission had any issue with the waiver of the landscaping around the bypass lane. There was consensus that this was not an issue.

Commissioner Knieriem asked about the type of brick that is proposed.

The project architect stated that they are proposing to use thin brick.

There was some discussion among the commissioner members about the dimension of the brick and Village standards that would apply.

Commissioner Schaeffer stated that she is fine with the architecture.

Commissioner Markunas stated that bringing in the arches on the canopies helps. He also stated that the thin brick has not been allowed in the Hickory Creek Marketplace development.

The project architect stated that dimensional brick would add more cost to the project, but they could install this by adding a concrete sill or brick ledge.

Commissioner James asked about the east elevation, which shows that the dominant material is the lighter color brick and the accents are the darker brick, which is different from the other buildings in the Hickory Creek Marketplace development.

The project architect responded that he looked at the brick colors on the Emagine Theatre which has a similar situation.

Chair Rigoni state that she serious concerns about the architecture and the color scheme not matching the rest of the Hickory Creek Marketplace PUD. This is the last site and the proposed building should match the other buildings such as Steak and Shake.

Chair Rigoni asked the commissioners if there were any questions or comments about parking.

There was consensus that parking was not an issue.

Chair Rigoni asked the commission if there were any questions or comments about circulation.

There was consensus that circulation was not an issue.

Chair Rigoni asked the commission if there were any questions or comments about loading.

There was consensus that loading was not an issue.

Chair Rigoni asked if the commission if there were any questions or comments about landscaping.

There was consensus that landscaping was not an issue.

Chair Rigoni asked staff about the fence detail.

Chris Gruba responded that the fence around the outdoor seating would be a black metal fence.

Chair Rigoni asked the commission if there were any questions or concerns about lighting.

There was consensus that lighting was not an issue.

Chair Rigoni asked the commission if there were any questions or comments about signage.

Chair Rigoni stated that it was clear from the feedback that the commission provided at the workshop that the applicant was supposed to comply with Ordinance No. 1654.

Chair Rigoni asked the applicant is she was choosing to deviate from the original signage.

Alaina replied yes but she will not die on that hill.

Chair Rigoni asked the commission members if there were any question or comments about signage.

Commissioner James stated that he no questions at this time.

Commissioner Markunas stated to the applicant that we talked at the workshop about matching the PUD as far as signage.

Commissioner Schaeffer stated that she likes the retro sign on the east side, but maybe if they have to remove signage, it can be done on the canopy.

Alina Winkle responded that they did flip that retro sign to the LaGrange Road (west) side.

Commissioner Knieriem stated that he agrees that the Municipal Code only allows two signs, and he supports that. They can come back later for another variation if needed.

There was some discussion about signage as related to the overall PUD and the timing of making any request for deviations.

Chair Rigoni stated that the commission didn't even let Starbucks have signage on the canopy of the drive through.

Chair Rigoni stated that the commission is looking for the applicant to meet the Village's Sign Code. She added that should they decide they do not want to meet the Sign Code staff needs more information in order to identify all of the deviations.

Chair Rigoni stated that she does not feel comfortable with the signage as presented.

Commissioner Markunas stated the commission would be comfortable with a stipulation that the signage would be in accordance with the requirements of the Hickory Creek Marketplace PUD.

Chair Rigoni noted that the Village standard condition which states "in accordance with the submitted plans" would not apply to the signage plan as it is currently presented.

Chair Rigoni asked about the parapet wall screening the rooftop units.

Chris Gruba affirmed that the rooftop HVAC units would be screened from view.

There was some discussion about the location of the rooftop ladder.

Commissioner Knieriem stated that this exterior ladder will invite trouble.

The project architect state that the ladder does not need to be on the La Grange Road (west) side, so thank you for pointing that out. The ladder will have a lock-up cage to keep people from climbing.

Chair Rigoni asked staff why two trees had to be removed.

Chris Gruba deferred to the applicant to respond.

Robin Ersfeldt, the project engineer, approached the podium stated that one tree was removed to clear the sight triangle as vehicles enter and exit the site.

Chair Rigoni stated that she was concerned about the net loss of one tree when there is room on the site to add another tree.

Chair Rigoni asked if there were any other questions or comments.

Mike Schwarz mentioned that the light poles within the parking lot will be lower than the other lots within the development and just wanted to make sure that was on the record should there be any concerns from the commission. He noted that the new light poles will have LED style fixtures and will not have the “shoe-box” style fixtures which are found on the existing taller parking lot light poles in the development. The paint color of the new light poles and fixtures as well as the concrete bases would match the existing light poles and fixtures.

Motion (#3): Recommend to the Village Board to approve the Major Change to a PUD including the following exceptions to the Zoning Ordinance:

1. Reduced trash enclosure setback of 5’ (10’ required from any lot line);
2. Relief from the required 5’ wide landscape bed adjacent to drive through lanes; and,
3. Relief from the required sidewalk connection from the building to the existing sidewalk along La Grange Road,

in accordance with the reviewed plans and public testimony, conditioned on:

1. Final engineering approval;
2. Using standard brick instead of thin brick on the building;
3. Submittal and staff review and approval of a complete signage package which is in accordance with Ordinance No. 1654; and,
4. Relocation of the exterior rooftop access ladder to a side other than the west façade.

Motion by: Markunas

Seconded by: Schaeffer

Approved: (3-2) (Rigoni, James voted no)

Motion (#4): Recommend the Village Board approve a Special Use Permit to allow a carry-out restaurant use on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans and public testimony and conditioned on final engineering approval.

Motion by: Knieriem

Seconded by: Schaeffer

Approved: (5-0)

Motion (#5): Recommend the Village Board approve a Special Use Permit to allow drive-up service windows associated with a permitted use on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans and public testimony and conditioned on final engineering approval.

Motion by: James

Seconded by: Knieriem

Approved: (5-0)

Motion (#6): Recommend the Village Board approve a Special Use Permit to allow outdoor seating associated with a permitted restaurant on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans and public testimony and conditioned on final engineering approval.

Motion by: James

Seconded by: Schaeffer

Approved: (5-0)

Motion (#7): Recommend the Village Board approve a Special Use Permit to allow extended hours of operation (5:30 am – 8 pm Monday – Saturday and from 6 am – 6 pm on Sunday) on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans and public testimony and conditioned on final engineering approval.

Motion by: Markunas

Seconded by: Schaeffer

Approved: (5-0)

C. Public Comments

There were none.

D. Village Board & Committee Updates

Mike Schwarz noted that the Village Board approved the following items at their meeting on January 17th, 2023, which had previously appeared before the Plan Commission:

- Taqueria Mammy Chaya Special Use Permit for Accessory Liquor Sales: 21206 S. LaGrange Road - Ordinance was approved.
- Formal Legal Objection to Rezoning: Will County Zoning Case ZC-22-045 - PIN: 18-13-08-100-014-0000 – Resolution was approved.

E. Other Business

There was no other business.

C. Public Hearing: Sparks Drive-Through Coffee Shop – Hickory Creek Marketplace

Chris Gruba presented the staff report and summarized changes to the plans since the Village Board meeting.

The applicant Aliana Winkle and her architect Eric Pederson approached the podium.

Aliana Winkle summarized the changes to the plan.

Chair Schaeffer asked if there were any initial questions or comments from the other members.

Commissioner Knieriem stated that he has no questions or comments.

Commissioner Markunas stated that he has no questions or comments.

Commissioner Jakubowski stated that she has no questions or comments.

Commissioner James stated that he has no questions or comments.

Commissioner Wallrich asked Ms. Winkle if this is her first of the ten proposed locations.

Alaina Winkle replied yes.

Commissioner Wallrich asked if there is any reason why the transformer can't be moved out of the landscape bed.

The project architect Eric Peterson stated that it needs to be closer to the building.

Commissioner Wallrich asked what is the transformer size.

Eric Pederson replied that it is a standard size.

Commissioner James stated that he has no questions or comments.

Chair Schaeffer asked if there is anyone in the audience wishing to provide testimony.

There was no response.

Motion #4: Close the public hearing.

Motion by: Knieriem

Seconded by: Jakubowski

Approved: (7-0)

Chair Schaeffer asked the other members if they have any questions for the applicant.

Commissioner Wallrich stated that there is less than a 1% slope at the far south end of the site near the public sidewalk, so that might be the perfect place to make a sidewalk connection. Steak-n-Shake provided a sidewalk.

Commissioner Wallrich asked staff how this building aligns with the existing building setbacks to the north and south.

Chris Gruba responded that they align very closely.

Commissioner Wallrich asked staff if the type of fence around the outdoor seating area matches that of the Mexican restaurant located in the same shopping center?

Chris Gruba replied that he is not sure.

Commissioner Wallrich asked about the purpose of the sidewalk located along the drive-through lane curb.

Aliana Winkle explained that it is similar to Chic-fil-et where employees will take orders.

Commissioner Wallrich pointed out on the screen the potential location for a sidewalk connection to the public sidewalk along La Grange Road.

There was some discussion about the why the initial sidewalk connection was removed from the site plan based on discussion at the previous public hearing.

Commissioner James stated that he likes the inclusion of bike racks.

Commissioner Jakubowski stated that she was out of town at the previous public hearing, but she agrees about the inclusion of the proposed bike racks.

There was some discussion about the location of the bike racks. There was consensus that they should remain close to the building.

Commissioner Knieriem asked the applicant if the building exterior will include full size brick.

Aliana Winkle replied yes.

Commissioner James stated that this is the last piece of the puzzle and fits in very well architecturally with the rest of the shopping center.

Commissioner Wallrich takes exception to the architecture and the building materials. She was with the Village during the review of the original Hickory Creek Marketplace PUD.

The intent of a PUD is to "develop with a unified design, providing contiguity between the various elements". The goal is to have center look like it was built at one time by same developer despite the reality of it being built over time. Sparks does not reflect the theme of the center and most especially the outlots. All of our commercial centers have a unified design:

Frankfort Crossings (Jewel) - during the second phase we built a sample brick wall to make sure the brick matched.

Prairie Crossing (Kohl's) - all outlots have the same detail of stone medallions and common materials.

Frankfort Crossing (Aldi, Taco Bell) - these have the same arch and green shutters despite national branded architecture, and this is repeated across the street with dollar store.

Garden Gate (Culvers) - has the same fence design.

Hickory Creek Marketplace - all buildings have the same architecture, even the Steak-n-Shake building.

Even our office centers such as President's Row have matching architecture.

The north and south facades need to reflect the arches - like Steak-n-Shake. Cultured stone is only used on Emagine (formerly Dominicks) as an anchor. The anchor is allowed distinction, but the outlots on La Grange are supposed to have similar architecture to each other. The applicant can use the limestone block on bottom and change up the brick pattern, such as stacking, herringbone, running bond, etc. This is our last outlot, so why are we changing the requirements now? The use of black window frames is an issue as all other windows are anodized aluminum. The ladder on the outside is an issue. Every other fast-food establishment has their ladder located internally. With this proposal you can see the back of the parapet, which is awkward architecture and looks like fake façade. She stated that she appreciates the incorporation of the arches along the roofline of the building. She would like a photo of the brick sample placed adjacent to the existing brick in the shopping center for comparison. She would like this building to look just like the other outlots in terms of the stone base and the window frames and colors. Prairie Crossings, Frankfort Commons, Garden Gate, the Vineyards and other centers all have the same outlot architecture. She doesn't have an issue with the corrugated metal on the façade but doesn't like the flat edge top. She also does not think the red vertical stripe should be approved as it should be considered as additional area of wall signage.

Commissioner Wallrich asked if staff interpreted the sign regulations to include the red vertical stripe on the façade toward the wall signage allowance.

Chris Gruba stated that staff has not interpreted the sign regulations to include the red stripe.

Commissioner Wallrich stated that the edge of the canopy top/roof should be brick instead of metal. The outdoor ladder has not been provided in any other fast-food restaurant. It's not necessary. She likes the arch on the drive-up.

Chris Gruba asked Commissioner Wallrich about her concern about the height of the metal parapet on the north façade.

Commissioner Wallrich clarified that the height of those elements stick slightly above the parapet and can be seen from the back.

Commissioner Wallrich stated that the other outlot buildings have green awnings.

Commissioner Wallrich stated that she likes the articulation of the columns on the west side. Modifying the brick pattern would also be welcome.

Commissioner James stated that he has no comments.

Chair Schaeffer stated that she appreciates the changes to the plans. The applicant has met the intent of the PUD. She has no other comments on the site plan and elevations.

Chair Schaeffer stated that the next topic is traffic circulation.

Commissioner Wallrich stated that she agrees with the engineer that the south access should be a two-way; a landscape island should be added to identify that there is a one-way exit eastbound out of the drive-through circulation lane. A south two-way access would allow more direct access for a garbage truck. If they put landscape islands around the east side of the drive-up and narrow down the one-way running east at the south side of building, people would not head west from the two-way at the south entrance. Make the east parking stalls perpendicular, otherwise if it is not a two-way, they can use the east parking to go around the building.

Chair Schaeffer asked the other members for thoughts on the one way versus two-way south access.

Alaina Winkle stated they were seeking counterclockwise circulation for better safety.

Chair Schaeffer pointed out that the wall sign with the arrow on the east façade should point in the direction of the flow of the drive-through traffic.

Alaina Winkle agreed and stated that they will make that change.

Chair Schaeffer asked the other members if there were any other comments on the topic of traffic circulation.

Commissioner Markunas stated that he has no other comments on traffic circulation.

Chair Schaeffer asked the other members if there were any comments on loading.

There was no response from the other members.

Chair Schaeffer asked the other members if there were any comments on landscaping.

Commissioner Knieriem stated that the Landscape Plan meets code so there are no issues.

Commissioner Markunas stated that there was a lot of previous discussion related to landscaping. He just wants to see landscaping added around the trash enclosure as it's illustrated on Sheet A305, which shows more landscaping than the Landscape Plan (sheet L-1).

Commissioner James stated that he has nothing to add.

Commissioner Wallrich asked about the location of the junipers that are stated on the Landscape Plan. She can't find them.

Eric Peterson responded.

Commissioner Wallrich asked why are we waiving the 5-foot landscape requirement between the drive aisle and the parking area when of the 12 other fast-food drive-throughs in town, seven comply, two have fences for separation, two predate the ordinance requirements, and one is not next to a parking area.

Commissioner Wallrich asked why the honey locust located on the east side of the site and adjacent to the ring road for the shopping center is coming down. She would rather see that tree kept. She stated that the evergreens along the La Grange on the south end of the site are in bad shape block the view of the site. She would be open to trimming them back or removing them as long as they are replaced.

Aliana Winkle and Eric Pederson both stated that the sight visibility triangle may have been a concern when deciding to remove the 3 trees at the east side of the site, but they can take a look at it.

Chair Schaeffer asked if the lower branches of the Honey locust can be trimmed to allow that tree to remain.

Commissioner Hogan stated that he has nothing to add.

Chair Schaeffer asked the other members if there were any comments on lighting.

Commissioner Hogan stated that he has no issues with respect to lighting.

Commissioner Wallrich asked staff about the color of the light poles. Will they match in style?

Chris Gruba replied that the proposed light pole heads for Sparks Coffee may not exactly match the existing light pole heads in the rest of the plaza. This is because the existing light poles in the shopping center pre-date the widespread use of LED lights and that the older “shoebox” style fixtures may have housed sodium or mercury light bulbs. Manufacturers may no longer provide the “shoebox” light pole heads..

Chair Schaeffer asked the other members if there were any comments about signage.

Commissioner Knieriem stated that he has no comments with respect to signage. The applicant and her architect took the previous comments into account.

Commissioner Markunas stated that he has no comments with respect to signage.

Commissioner James stated that he thinks these (signs) will look cool.

Commissioner Wallrich asked staff if they reviewed the Sign Code in terms of wall sign distance from the walls?

Chris Gruba replied yes.

Chair Schaeffer asked the other members if there were any comments about engineering.

There was no response.

Chair Schaeffer restated the four zoning exceptions that were being requested.

Commissioner Wallrich asked if staff could include a condition that staff check the brick sample to confirm that the proposed brick and stone colors will match the existing outlot brick and stone colors. She would also like a similar condition added for lighting.

Chair Schaeffer replied yes.

Eric Pederson shared the building material samples with the PC/ZBA members. Chris Gruba stated that these conditions can be added to the Major Change motion.

Motion (#5): Recommend to the Village Board approval of a Major Change to the Hickory Creek Marketplace PUD for the proposed Sparks Coffee on Outlot 1E, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned on:

1. Subject to final engineering approval;
2. The building exterior shall reflect standard brick instead of thin brick veneer;
3. Landscaping be added around the trash enclosure as illustrated on Sheet A305;

4. A brick sample shall be submitted for staff review to confirm that the proposed brick and stone colors will match the existing outlot brick and stone colors; and,
5. Light fixture and pole details for the proposed parking lot lights shall be submitted for staff review to confirm color consistency with the existing parking lot lights;

and the Major Change to the Hickory Creek Marketplace PUD for the proposed Sparks Coffee on Outlot 1E, shall include the following exceptions:

1. Reduced trash enclosure setback of 5' (10' required from any lot line);
2. Relief from required 5' wide landscape bed adjacent to drive through lanes;
3. Relief from the required sidewalk connection from the building to the existing sidewalk along La Grange Road; and,
4. Relief from the Landscape Ordinance's requirement of installing 1 landscape island or "finger" every 10 parking spaces.

Motion by: Markunas

Seconded by: Knieriem

Approved: (6-1, Wallrich dissenting)

Motion (#6): Recommend to the Village Board approval of a Special Use Permit to allow a carry-out restaurant use on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned on final engineering approval.

Motion by: Knieriem

Seconded by: James

Approved: (7-0)

Motion (#7): Recommend to the Village Board approval of a Special Use Permit to allow drive-up service windows associated with a permitted use on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned on final engineering approval.

Motion by: Knieriem

Seconded by: James

Approved: (7-0)

Motion (#8): Recommend the Village Board approve a Special Use Permit to allow outdoor seating associated with a permitted restaurant on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned on final engineering approval.

Motion by: Hogan

Seconded by: Jakubowski

Approved: (7-0)

Motion (#9): Recommend the Village Board approve a Special Use Permit to allow extended hours of operation (5:30 am – 8 pm, Monday through Saturday and 6 am – 6 pm on Sundays) on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned on final engineering approval.

Motion by: Markunas

Seconded by: James

Approved: (7-0)

Chris Gruba noted that this project would likely continue to the Village Board on June 20th for final action.

D. Public Hearing: 9232 Gulfstream Road, Unit C – 86 Degrees Auto Group LLC

Mike Schwarz presented the staff report.

The applicants, Yaxin Yu and her husband and business partner Mufei “Murphy” Han, approach the podium. They said they would be selling used cars only.

Commissioner Markunas asked if the business is all conducted online or if people come to the location to view cars. He asked if there would be “walk-in” sales. Mr. Han replied that there are times when online customers want to visit the site to inspect vehicles before sales, and that there may also be some walk-in customers. He did note that most sales are conducted online. He said that this would be a new business for them.

Commissioner James asked if their business would require a car trailer to tow vehicles to the site. Mr. Han responded no. He added that they usually obtain most of their cars from the Manheim Auto Auction and drive them to their warehouse.

Commissioner Wallrich asked if they planned to do any auto repair or body work. Mr. Han responded no.

Motion (#10): Close the public hearing.

Motion by: Jakubowski

Seconded by: Wallrich

Approved: (7-0)

Commissioner Knieriem asked if there would be any cars parked in the striped parking lot. Mr. Yu responded no.

D. Plan Commission Report Summary

1. 86 Degrees Auto Group, LLC Special Use Permit for Automobile Sales: 9232 Gulfstream Road, Unit C – Ordinance
(Waive 1st and 2nd Readings)

Accept the Plan Commission recommendation, waive the First and Second Readings, and pass AN ORDINANCE (NO. 3406) GRANTING A SPECIAL USE PERMIT FOR AUTOMOBILE SALES TO CERTAIN PROPERTY LOCATED WITHIN THE LIMITS OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS (86 DEGREES AUTO GROUP, LLC - 9232 GULFSTREAM ROAD, UNIT C), to permit the operation of 86 Degrees Auto Group, LLC, for automobile sales, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned upon there shall be no sales inventory vehicles displayed or/or stored in the existing exterior striped parking spaces, and the applicant and/or the property owner shall install mesh screening on the existing chain-link fence that encloses the outdoor storage area prior to occupancy of Unit C.

Trustee Savaria made a motion, seconded by Trustee Petrow, to approve the Unanimous Consent Agenda.

Following a motion to approve, Trustees Borrelli, Leddin, Rigoni, Rossi, and Savaria presented a brief overview of the consent agenda docket items under consideration for approval.

Prior to the vote, Trustee Rigoni made the following statement “As many know, I am employed part-time by Robinson Engineering, Ltd. For the record, I am not an owner, officer or registered agent and I do not have any financial interest in Robinson Engineering Ltd. beyond my part-time employment. However, I will be abstaining from line item C-4 on the Consent Agenda. My vote will apply to all other line items.”

Clerk Schubert called the roll. Ayes: Trustees Borrelli, Leddin, Petrow, Rigoni, Rossi, and Savaria. Nays: None. The motion carried.

PLAN COMMISSION REPORT SUMMARY

A. Sparks Coffee Co: Hickory Creek Market Place, Outlot 1E

1. Major Planned Unit Development (PUD) Change – Ordinance
2. Special Use Permits for Carry-Out Restaurant, Drive-Up Service Windows, Outdoor Seating, and Extended Hours of Operation – Ordinance

Trustee Savaria presented a brief overview of the Sparks Coffee Co. development. He reported applicant Aliana Winkle requests Village Board approval of a Major Planned Unit Development (PUD) Change and four special uses for the construction of Sparks Coffee Co., a drive-thru coffee shop, on the final undeveloped outlot in the Hickory Creek Market Place shopping center. The Special Use requests are for a carry-out restaurant, drive-up service windows, outdoor seating, and extended hours of operation to permit a 5:30 A.M. opening. Customers would have the option of using the drive-through windows and taking coffee to-go or parking at the site and ordering from the walk-up window.

At the June 8, 2023 Public Hearing on the project, the Plan Commission discussed the site, architectural, landscape, photometric, and signage plans for the proposed project. The Commissioners forwarded a split (6-1) recommendation to approve the Major PUD Change and four unanimous (7-0) recommendations to the Village Board to grant the special use requests subject to several conditions. The dissenting vote was based on the proposed architecture and the building materials not reflecting a unified design of the architecture of the existing outlots of the original Hickory Creek Market Place PUD.

Trustee Savaria made a motion, seconded by Trustee Leddin, to accept the Plan Commission recommendation, waive the First and Second Readings, and pass an Ordinance approving a Major PUD Change to Hickory Creek Market Place, for the construction of Sparks Coffee Co., a drive-through coffee shop, on Outlot 1E, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned upon final engineering approval; building exterior shall reflect standard brick instead of thin brick veneer; landscaping be added around the trash enclosure as illustrated on Sheet A305; a brick sample shall be submitted for staff review to confirm that the proposed brick and stone colors will match the existing brick and stone colors; and light fixture and pole details for the proposed parking lot lights shall be submitted for staff review to confirm color consistency with the existing parking lot lights.

Trustee Savaria made a motion to accept the Plan Commission recommendations, waive the First and Second Readings, and pass an Ordinance granting Special Use Permits for a carry-out restaurant, outdoor seating, drive-up service windows, and extended hours of operation of 5:30 A.M. Monday through Saturday, and 6:00 A.M. opening on Sundays, to permit the operation of Sparks Coffee Co., proposed for Outlot 1E of the Hickory Creek Market Place, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned on final engineering approval.

Mayor Ogle stated the motions will be considered separately and opened the floor for discussion regarding the Major PUD Change request.

Administrator Piscia provided samples of the brick and stone materials proposed for the construction of the building. Members reviewed the samples and questioned if the brick was consistent with the existing brick in the Hickory Creek Market Place shopping center. The size and color of the brick looked similar but were not confirmed to match the existing materials in the shopping center.

Mayor Ogle noted the project architect for Sparks Coffee Co. provided an updated Building Elevations and Color Renderings, along with Sheet A100 (Floor + Roof Plan) to show that the previously proposed exterior roof access ladder has been relocated to the interior of the building which was emailed to the Village Board earlier today.

Mayor Ogle invited trustee and audience comment on the Major PUD Change prior to a vote.

Trustee Rigoni voiced concerns with the architecture of the proposed building, commenting on the stark panel with the red banding on the front of the building in comparison to arches on the other

outlots. She felt it was important for the last outlot in the center to look cohesive with the other outlots in the Hickory Creek Market Place and meet Village standards.

Trustee Savaria echoed Trustee Rigoni's comments, citing the red stripe accent feature on the north façade and the parapet height of the north façade as his main concerns. He preferred to see the brick lowered to match the elevation of the rest of the proposed building. Trustee Savaria asked for clarification regarding the voting procedure.

Attorney Mahoney stated that if the motion is denied, the applicant would have to wait one year for reapplication. He further stated that the Village Board has the authority to send the item back to the Plan Commission or postpone to a certain time.

Trustee Petrow also echoed some of the sentiments expressed and felt it was important for the size of the brick to match the rest of the development.

Trustee Borrelli echoed the concerns expressed with the red stripe and the height of the façade on the north elevation of the building.

Trustee Rossi voiced concern with the red vertical stripe.

Trustee Leddin agreed with the comments of the Trustees and felt it was important for the architecture to be unified with the rest of the shopping center.

Mayor Ogle invited Ms. Winkle to the podium, and he further explained the voting options for the Village Board. Ms. Winkle voiced her preference for the item to return to the Plan Commission.

Trustees Savaria and Leddin requested permission to withdraw the second and the motion on the table related to Sparks Coffee Co. The trustees unanimously consented.

Trustee Savaria made a motion, seconded by Trustee Leddin, to refer the proposed Sparks Coffee Co. back to the Plan Commission for further consideration.

Clerk Schubert called the roll. Ayes: Trustees Borrelli, Leddin, Petrow, Rigoni, Rossi, and Savaria. Nays: None. The motion carried.

Mayor Ogle stated the Village Board remanded Sparks Coffee Co. back to the Plan Commission.

B. Grounded Coffee Bar Special Use Permit for Outdoor Seating: 19 Ash Street - Ordinance (Waive 1st and 2nd Readings)

Trustee Rigoni presented a brief overview of the Grounded Coffee Bar special use request. She reported that applicant Stephen Giannone proposes to install a temporary, outdoor seating area along the north façade of the Olde Frankfort Mall building, adjacent to the existing Grounded Coffee Bar, located at 19 Ash Street. The outdoor seating area would measure approximately 735 square feet and would be enclosed by the existing split rail fence adjacent to the public sidewalk



MINUTES

MEETING OF VILLAGE OF FRANKFORT **PLAN** **COMMISSION / ZONING BOARD OF APPEALS**

September 7, 2023 –VILLAGE ADMINISTRATION BUILDING

432 W. NEBRASKA STREET

Call to Order: Chair Schaeffer called the meeting to order at 6:30 PM

Commissioners Present: Nichole Schaeffer (Chair), Brian James, Jessica Jakubowski, Johnny Morris

Commissioners Absent: Will Markunas, Dan Knieriem, David Hogan

Staff Present: Director of Community and Economic Development Mike Schwarz, Senior Planner Christopher Gruba, Planner Amanda Martinez

Elected Officials Present: None

A. Approval of the Minutes from August 24th, 2023

Motion (#1): To approve the minutes from August 24th, 2023, as presented.

Motion by: Jakubowski

Seconded by: James

Approved: (3-0-1, Schaeffer abstained)

B. Public Hearing: Sparks Drive-Through Coffee Shop – Hickory Creek Market Place Subdivision (Ref #106)

Christopher Gruba presented the staff report.

The applicant approached the podium and added to the presentation that the bronze mentioned on the plans will be removed since it was a mistake.

Commissioners agreed that the requested special uses were ok with them since it had already been discussed, thus commissioners will be discussing only the changes and revisions at this meeting.

Chair Schaeffer stated there should be some consideration for adding a band to break up the uniform brick. Adding a band will match the other buildings that have a band.

The applicant agreed to add a band similar to the ones on surrounding buildings.

Chair Schaeffer asked if the applicant knew that the proposed sign facing La Grange Road has an arrow pointing the wrong way to the drive through window.

The applicant agreed to flip the arrow to make it directionally correct.

Chair Schaeffer stated that the scale of the proposed sign facing La Grange Road seems to be small. She asked if other Commissioners had thoughts on the scale of the sign.

Commissioner Jakubowski stated that a more proportionate would be better.

Commissioner Morris agreed that it is a great idea to make the sign proportionate.

Chair Schaeffer stated that she knows the sign is compliant with code, but it may be a consideration for the proposed sign facing La Grange Road to be more proportionate and visible from the road.

Christopher Gruba added that there could be exceptions through a PUD related to the sign's size.

Chair Schaeffer stated that she is fine with the red color rather than bronze and that she appreciates the building looking like the other buildings in the development.

Commissioner James added that he appreciates the applicant coming to the Commissioners again for feedback.

Commissioner Jakubowski added that she would like to see the fence style match the other outlots in the development. She added that the color of the fence matches the other outlots in the development.

Motion (#2): Close the public hearing.

Motion by: Jakubowski

Seconded by: James

Approved: (4-0)

Motion (#3): Recommend to the Village Board to approve the Major Change to the Hickory Creek Marketplace PUD, in accordance with the reviewed plans, public testimony, and Findings of Fact, subject to the following conditions:

1. Subject to final engineering approval;
2. The building exterior shall include standard brick instead of thin brick; and

3. The fence around the outdoor seating area shall be consistent with that of the existing fence located around the outdoor seating area at 19943 S. La Grange Road (Camino Viejo Restaurant), and approving the following exceptions:

1. Reduced trash enclosure setback of 5' (10' required from any lot line);
2. Relief from the required 5' wide landscape bed adjacent to drive through lanes; and
3. Relief from the required sidewalk connection from the building to the existing sidewalk along La Grange Road.

Motion by: Jakubowski

Seconded by: James

Approved: (4-0)

Motion (#4): Recommend the Village Board approve a Special Use Permit to allow a carry-out restaurant use on the property located at Outlot 1E in the Hickory Creek Marketplace PUD, in accordance with the reviewed plans, public testimony, and Findings of Fact, and conditioned on final engineering approval.

Motion by: James

Seconded by: Morris

Approved: (4-0)

Motion (#5): Recommend the Village Board approve a Special Use Permit to allow drive-up service windows associated with a permitted use on the property located at Outlot 1E in the Hickory Creek Marketplace PUD, in accordance with the reviewed plans, public testimony, and Findings of Fact, and conditioned on final engineering approval.

Motion by: Jakubowski

Seconded by: James

Approved: (4-0)

Motion (#6): Recommend the Village Board approve a Special Use Permit to allow outdoor seating associated with a permitted restaurant on the property located at Outlot 1E in the Hickory Creek Marketplace PUD, in accordance with the reviewed plans, public testimony, and Findings of Fact, and conditioned on final engineering approval.

Motion by: James

Seconded by: Jakubowski

Approved: (4-0)

Motion (#7): Recommend the Village Board approve a Special Use Permit to allow extended hours of operation (5:30 am – 8 pm Monday – Saturday and from 6 am – 6 pm on Sunday) on the property located at Outlot 1E in the Hickory Creek Marketplace PUD,

in accordance with the reviewed plans, public testimony, and Findings of Fact, and conditioned on final engineering approval.

Motion by: Jakubowski

Seconded by: Morris

Approved: (4-0)

C. Public Hearing: 108 Walnut Street – Ruzich Residence (Ref#104)

Chair Schaeffer announced that the applicant requested to table the discussion and continue the public hearing to September 14, 2023.

Motion (#8): Continue the public hearing to September 14, 2023.

Motion by: Jakubowski

Seconded by: James

Approved: (4-0)

**D. Public Hearing: 7654 W. Lincoln Highway - Circle K Redevelopment (Ref #108
CONTINUATION OF PUBLIC HEARING FROM 5/11/23, 6/22/23, 7/27/23 AND
8/10/23)**

Mike Schwarz presented the staff report.

The applicant's representative, Brian Swanson, approached the podium and added the following points:

- Landscaping was added to provide more screening as requested;
- Regarding detention, they have been working with the Village engineer to do an underground system; and
- The site plan looks very similar to the last one that was presented, the biggest change being that the material has changed to brick and the red and yellow band has been removed from the fuel canopy.

Chair Schaeffer stated that she believes most of the variations that are requested are due to the right-of-way that was acquired by the Illinois Department of Transportation for the now completed improvements to Illinois Route 30 adjacent to the site.

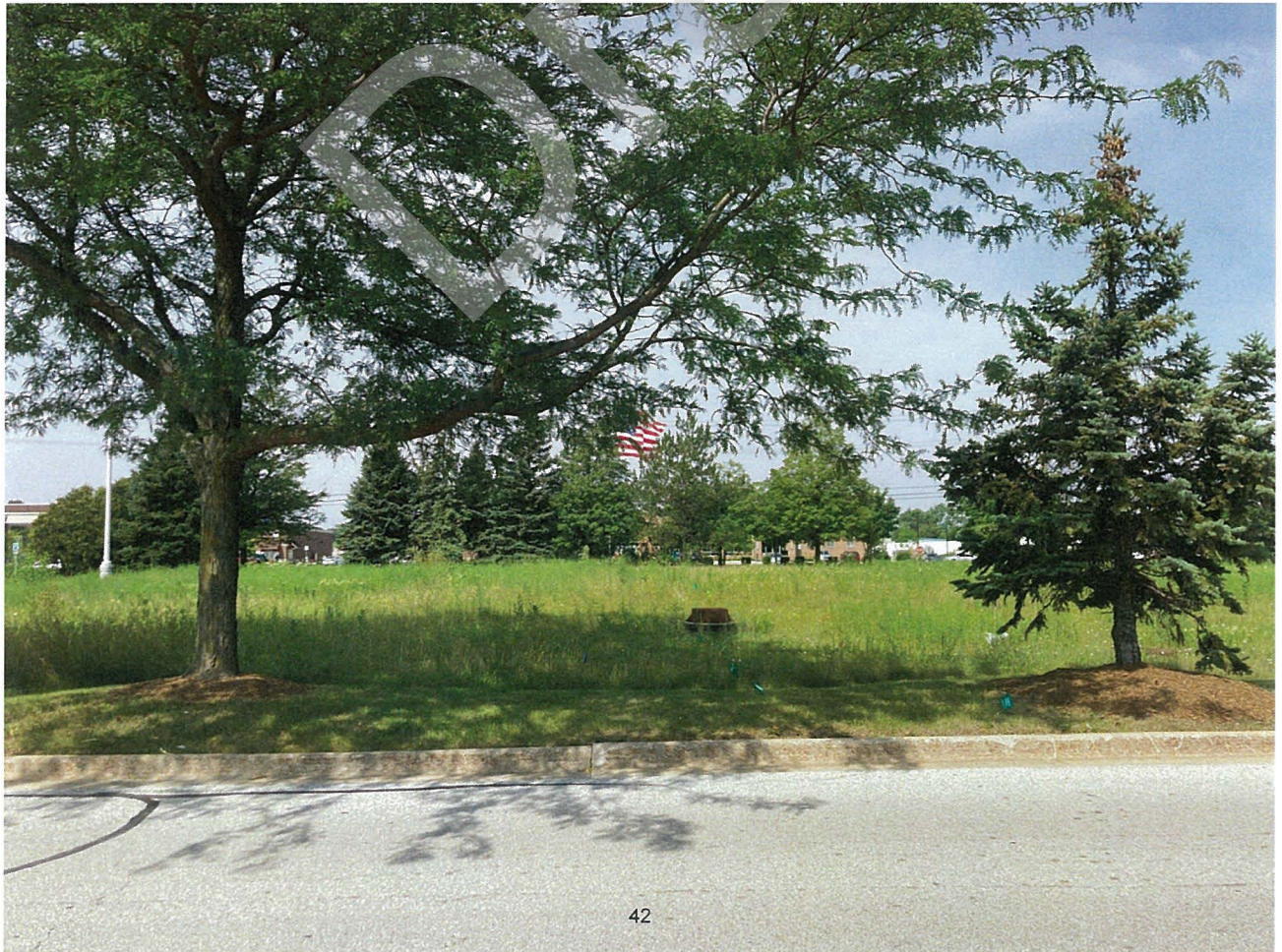
Commissioner Jakubowski agreed and stated that she is fine with the requested landscape variation especially since the Site Plan now provides more plantings.

Commissioner James stated that hopefully this redevelopment project will bring more development opportunities to the Route 30 corridor.

Chair Schaeffer asked if there are limitations on hours for liquor sales.





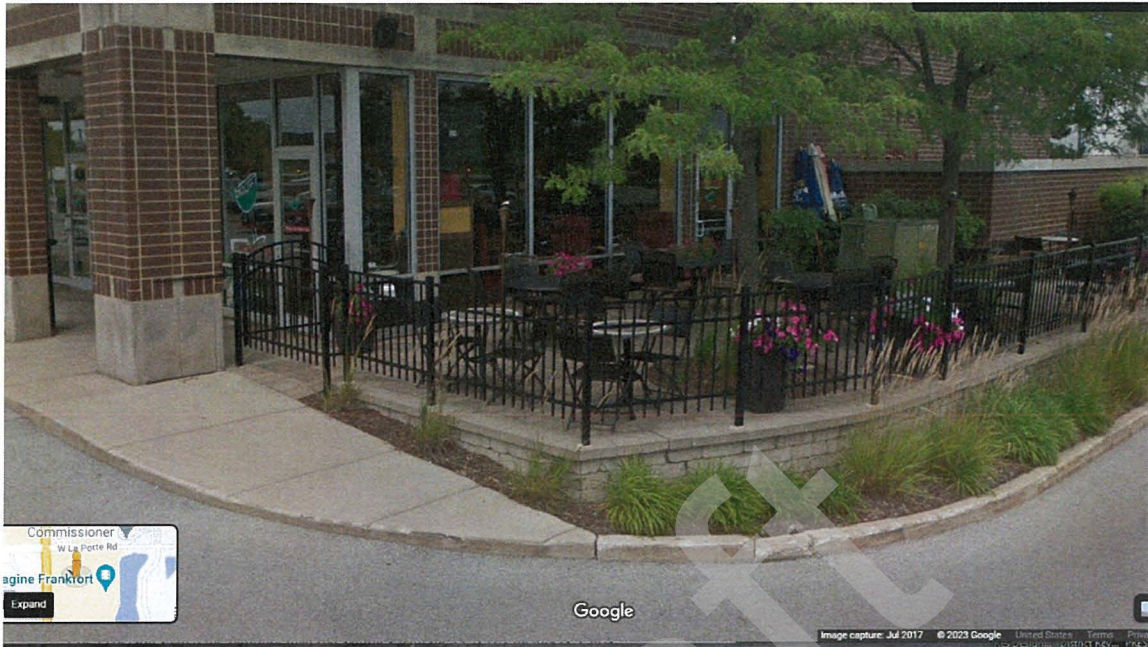








Existing outdoor fencing for Camino Viejo (Outlot 1D to the north)





From: [Alex Castrejon](#)
To: [Chris Gruba](#); [Luigi Randazzo](#)
Cc: alianawinkle@gmail.com
Subject: RE: Sparks next steps
Date: Monday, September 18, 2023 10:20:43 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Chris,

Yes, it's a B-4 masonry to match surrounding buildings. If you could make a note, ill make sure they are removed going forward.

Alex Castrejon

Project Technical

P: 678.997.6436

KEYSTONE
PLANNING+DESIGN

418 Clinton Pl. River Forest, IL

Home | KeystonePlanningDesign.com

From: Chris Gruba <cgruba@frankfortil.org>
Sent: Friday, September 15, 2023 11:00 AM
To: Alex Castrejon <Alex@keystoneplanningdesign.com>; Luigi Randazzo <luigi@keystoneplanningdesign.com>
Cc: alianawinkle@gmail.com
Subject: RE: Sparks next steps

Hi, Alex –

Thanks for sending. Just a couple questions:

- Could you please confirm that the proposed B-4 banding is masonry?
- The wall pack lights are still shown on the color renderings and the black & white elevations. I can either make a note that they'll be removed, or if you want to take them off the plans and resend that works also.

Please also have the sign company revise the sign package and resend. I've attached the last sign package that met code (Ord-1634), but the Plan Commission was open to the idea of making the west elevation wall sign larger. Please provide the sign company with the latest building elevations so they can incorporate them into the sign package. The only pages that should change would be 2 & 4.

Thanks again,

From: [Aliana Winkle](#)
To: [Chris Gruba](#)
Cc: [Luigi Randazzo](#)
Subject: Re: Board meeting & Signage
Date: Thursday, September 28, 2023 3:50:49 PM

CAUTION: This e-mail originated outside of the Village's email system.
DO NOT click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

Hi, Chris -

Great news!

To answer your question, no, none of the signage will have flashing components.

Thank you,

Aliana

On Thu, Sep 28, 2023 at 3:38 PM Chris Gruba <cgruba@frankfortil.org> wrote:

Hi, Luigi and Aliana –

Sparks will be going forward to the Village Board on October 2nd at 7 pm. You are welcome (but not obligated) to attend.

I did have one question regarding the Sign Package: Can you confirm that none of the signage will have any flashing components? The signs should have steady illumination, flashing is not permitted.

Thanks again,

Christopher Gruba

Senior Planner, Community Development

VILLAGE OF FRANKFORT

432 W. Nebraska St. | Frankfort, IL 60423 | Ph: (815) 469-2177 | Fx: (815) 469-7999

LEGAL DESCRIPTION

PARCEL 1:
OUTLOT 1E IN HICKORY CREEK MARKET PLACE SUBDIVISION, BEING A SUBDIVISION
OF PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE
12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED JULY 15, 1998 AS DOCUMENT R98-081103, IN WILL COUNTY, ILLINOIS.

PARCEL 2:
EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS
CREATED BY RECIPROCAL EASEMENT AGREEMENT DATED OCTOBER 15, 1997 AND
RECORDED OCTOBER 27, 1997 AS DOCUMENT NUMBER R97-094266, AS
AMENDED BY FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT
RECORDED MAY 4, 2005 AS DOCUMENT NUMBER R2005073603, AND AS
AMENDED BY DOCUMENT RECORDED DECEMBER 5, 2006 AS DOCUMENT NUMBER
R2006-201080.

PARCEL 3:
EASEMENT FOR THE BENEFIT OF PARCEL 1 AS GRANTED IN RECIPROCAL
CONSTRUCTION EASEMENT AND OPERATING AGREEMENT DATED AUGUST 25, 1998
AND RECORDED AUGUST 27, 1998 AS DOCUMENT NUMBER R98-100584 MADE
BY DOMINIC'S REALTY TRUST AND T-L HICKORY CREEK MARKET PLACE INC.

NOTES

1. THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION AND EASEMENTS OF
THE RECORDED PLAT OF HICKORY CREEK SUBDIVISION, PER DOCUMENT
NO. R98-081103, WILL COUNTY PUBLIC RECORDS.

2. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE ILLINOIS STATE
PLANE COORDINATE SYSTEM, NAD 83 (2011), ZONE 1201 (ILLINOIS EAST)

3. THIS SITE FALLS WITHIN THE FOLLOWING ZONE:

"OTHER FLOOD AREAS: ZONE X" (AREAS DETERMINED TO BE OUTSIDE
THE 0.2% ANNUAL FLOOD FLOODPLAIN)

AS DEFINED BY THE FLOOD INSURANCE RATE MAP FOR THE VILLAGE OF
FRANKFORT, COMMUNITY NUMBER 170701, MAP NUMBER 17197C02136
HAVING A REVISED DATE OF FEBRUARY 15, 2019

ABBREVIATIONS

O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
T.F. = TOP OF FOUNDATION
FF = FINISHED FLOOR
PES = PLANNED END SECTION
VCP = VITRIFIED CLAY PIPE
DIP = DUCTILE IRON PIPE
PVC = POLYVINYL CHLORIDE
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
N = NORTH
S = SOUTH
E = EAST
W = WEST
A = ARC LENGTH
R = RADIUS
CH = CHORD
CB = CHORD BEARING
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.S. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND
DRAINAGE EASEMENT
BC = BACK OF CURB
BDC = BACK OF DEPRESSION
FL = FLOW LINE
C = CONCRETE
P = PAVEMENT
G = GRAVEL
EW = EDGE OF WALK
TW = TOP OF WALL
TP = TOP OF PIPE
I = INVERT ELEVATION
PL = PROPERTY LINE
DS = DOWN SPOUT
S.F. = SQUARE FEET
SL = SHORE LINE
TSF = TRANSFORMER
B = PAVERS

LINE LEGEND

— LIMITS OF LAND PER
— LEGAL DESCRIPTION
— ADJACENT LAND
— PARCEL LINE
— EASEMENT LINE
— CENTERLINE
— BUILDING SETBACK LINE
— EXISTING CONTOUR

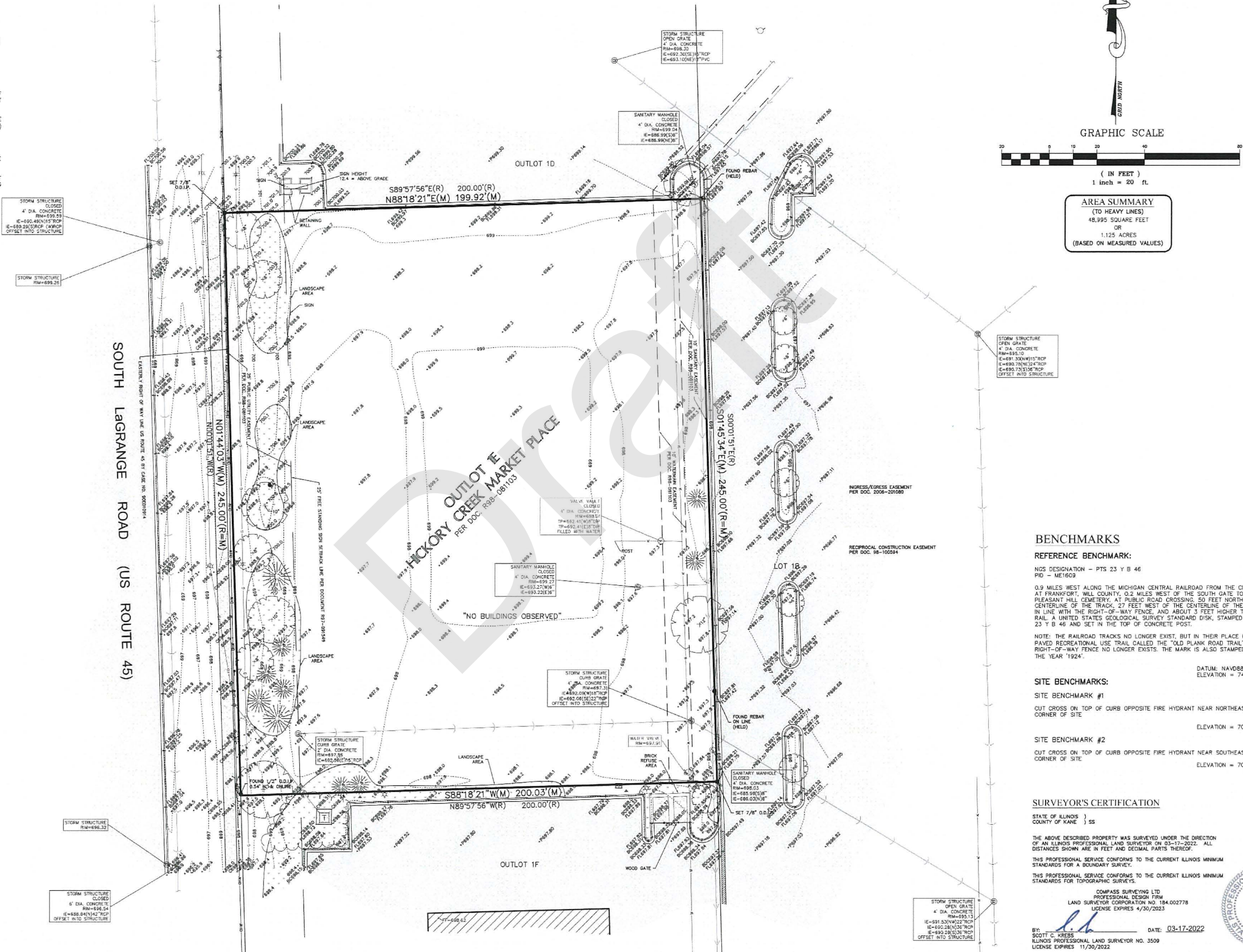
LEGEND

● FOUND 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
(HELD LOCATION)
+ CONCRETE MONUMENT
+ CROSS IN CONCRETE
MANHOLE
● STORM STRUCTURE
● SANITARY MANHOLE
○ CLEANOUT
○ PLANNED END SECTION
○ TRANSFORMER PAD
○ ELECTRIC MANHOLE
○ ELECTRIC BOX
○ ELECTRIC PEDESTAL
○ ELECTRIC MARKER
○ ELECTRIC METER
○ UTILITY POLE
○ UTILITY POLE W/LIGHT
○ UTILITY POLE W/TSF
○ GUY POLE
○ OVERHEAD TRAFFIC SIGNAL
○ TRAFFIC SIGNAL MANHOLE
○ LIGHT
○ LIGHT POLE
○ HAND HOLE
○ VALVE VAULT
○ FIRE HYDRANT
○ IRRIGATION CONTROL VALVE
○ POST INDICATOR VALVE
○ SHAWNEE WATER CONNECTION
○ WATER MARKER
○ WATER METER
○ VALVE BOX
○ B/BOX
○ SPRINKLER CONTROL VALVE
○ TELEPHONE MANHOLE
○ TELEPHONE NETWORK INTERFACE
○ TELEPHONE MARKER
○ TELEPHONE PEDESTAL
○ CABLE TELEVISION PEDESTAL
○ CONTROL BOX
○ WETLAND FLAG

✱ GAS METER
✱ GAS VALVE
✱ GAS MARKER
○ DOWN SPOUT
○ BORING HOLE
○ MONITORING WELL
○ GATE POST
○ BOLLARD POLE
○ SIGN
○ FLAG POLE
○ MAILBOX
○ SANITARY SEWER
○ STORM SEWER
○ WATER MAIN
○ GAS MAIN
○ ELECTRIC LINE
○ OVERHEAD WIRES
○ TELEPHONE LINE
○ CONIFEROUS TREE
W/APPROX. DIAMETER
○ DECIDUOUS TREE
W/APPROX. DIAMETER
○ M/M-HALT-STEM
(DRIP LINE SHOWN IS APPROXIMATE)
+ TREE LINE
+ ELEVATION
■ BITUMINOUS PAVEMENT
■ CONCRETE SURFACE
■ DEPRESSED CURB
■ GRAVEL SURFACE
■ LANDSCAPE AREA
■ STONE SURFACE
■ DETECTABLE TACTILE
WARNING SURFACE
■ BRICK PAVERS
— WOOD FENCE
— CHAIN LINK FENCE
— METAL FENCE
— METAL QUADRAL
— OVERHEAD TRAFFIC
ARM

RECEIVED

By Christopher Gruba at 10:09 am, May 11, 2022

BOUNDARY
AND TOPOGRAPHIC SURVEY

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft

AREA SUMMARY
(TO HEAVY LINES)
48,995 SQUARE FEET
OR
1.125 ACRES
(BASED ON MEASURED VALUES)

BENCHMARKS

REFERENCE BENCHMARK:

NGS DESIGNATION - PTS 23 Y B 46
PID - ME1609

0.9 MILES WEST ALONG THE MICHIGAN CENTRAL RAILROAD FROM THE CITY HALL
AT FRANKFORT, WILL COUNTY, 0.2 MILES WEST OF THE SOUTH GATE TO THE
PLEASANT HILL CEMETERY, AT PUBLIC ROAD CROSSING, 50 FEET NORTH OF THE
CENTERLINE OF THE TRACK, 27 FEET WEST OF THE CENTERLINE OF THE ROAD,
IN LINE WITH THE RIGHT-OF-WAY FENCE, AND ABOUT 3 FEET HIGHER THAN THE
RAIL A UNITED STATES GEOLOGICAL SURVEY STANDARD DISK, STAMPED PTS NO
23 Y B 46 AND SET IN THE TOP OF CONCRETE POST.

NOTE: THE RAILROAD TRACKS NO LONGER EXIST, BUT IN THEIR PLACE IS A
PAVED RECREATIONAL USE TRAIL CALLED THE "OLD PLANK ROAD TRAIL". THE
RIGHT-OF-WAY FENCE NO LONGER EXISTS. THE MARK IS ALSO STAMPED WITH
THE YEAR '1924'.

DATUM: NAVD83 DATUM
ELEVATION = 748.66

SITE BENCHMARKS:

SITE BENCHMARK #1

CUT CROSS ON TOP OF CURB OPPOSITE FIRE HYDRANT NEAR NORTHEAST
CORNER OF SITE

ELEVATION = 704.88

SITE BENCHMARK #2

CUT CROSS ON TOP OF CURB OPPOSITE FIRE HYDRANT NEAR SOUTHEAST
CORNER OF SITE

ELEVATION = 702.87

SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF KANE) SS

THE ABOVE DESCRIBED PROPERTY WAS SURVEYED UNDER THE DIRECTION
OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR ON 03-17-2022. ALL
DISTANCES SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM
STANDARDS FOR A BOUNDARY SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM
STANDARDS FOR TOPOGRAPHIC SURVEYS.

COMPASS SURVEYING LTD.
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184.002778
LICENSE EXPIRES 4/30/2023

BY: SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES 11/30/2022

DATE: 03-17-2022



Know what's below.
Call before you dig.

UTILITY STATEMENT
THE UNDERSIGNED HAS CONDUCTED A UTILITY SURVEY OF THE ABOVE DESCRIBED PROPERTY AND HAS IDENTIFIED THE FOLLOWING UTILITIES:
1. 4" DIA. CONCRETE OPEN GRAVE
2. 4" DIA. CONCRETE SANITARY MANHOLE
3. 4" DIA. CONCRETE STORM STRUCTURE
4. 4" DIA. CONCRETE STORM STRUCTURE
5. 4" DIA. CONCRETE STORM STRUCTURE
6. 4" DIA. CONCRETE STORM STRUCTURE
7. 4" DIA. CONCRETE STORM STRUCTURE
8. 4" DIA. CONCRETE STORM STRUCTURE
9. 4" DIA. CONCRETE STORM STRUCTURE
10. 4" DIA. CONCRETE STORM STRUCTURE
11. 4" DIA. CONCRETE STORM STRUCTURE
12. 4" DIA. CONCRETE STORM STRUCTURE
13. 4" DIA. CONCRETE STORM STRUCTURE
14. 4" DIA. CONCRETE STORM STRUCTURE
15. 4" DIA. CONCRETE STORM STRUCTURE
16. 4" DIA. CONCRETE STORM STRUCTURE
17. 4" DIA. CONCRETE STORM STRUCTURE
18. 4" DIA. CONCRETE STORM STRUCTURE
19. 4" DIA. CONCRETE STORM STRUCTURE
20. 4" DIA. CONCRETE STORM STRUCTURE
21. 4" DIA. CONCRETE STORM STRUCTURE
22. 4" DIA. CONCRETE STORM STRUCTURE
23. 4" DIA. CONCRETE STORM STRUCTURE
24. 4" DIA. CONCRETE STORM STRUCTURE
25. 4" DIA. CONCRETE STORM STRUCTURE
26. 4" DIA. CONCRETE STORM STRUCTURE
27. 4" DIA. CONCRETE STORM STRUCTURE
28. 4" DIA. CONCRETE STORM STRUCTURE
29. 4" DIA. CONCRETE STORM STRUCTURE
30. 4" DIA. CONCRETE STORM STRUCTURE
31. 4" DIA. CONCRETE STORM STRUCTURE
32. 4" DIA. CONCRETE STORM STRUCTURE
33. 4" DIA. CONCRETE STORM STRUCTURE
34. 4" DIA. CONCRETE STORM STRUCTURE
35. 4" DIA. CONCRETE STORM STRUCTURE
36. 4" DIA. CONCRETE STORM STRUCTURE
37. 4" DIA. CONCRETE STORM STRUCTURE
38. 4" DIA. CONCRETE STORM STRUCTURE
39. 4" DIA. CONCRETE STORM STRUCTURE
40. 4" DIA. CONCRETE STORM STRUCTURE
41. 4" DIA. CONCRETE STORM STRUCTURE
42. 4" DIA. CONCRETE STORM STRUCTURE
43. 4" DIA. CONCRETE STORM STRUCTURE
44. 4" DIA. CONCRETE STORM STRUCTURE
45. 4" DIA. CONCRETE STORM STRUCTURE
46. 4" DIA. CONCRETE STORM STRUCTURE
47. 4" DIA. CONCRETE STORM STRUCTURE
48. 4" DIA. CONCRETE STORM STRUCTURE
49. 4" DIA. CONCRETE STORM STRUCTURE
50. 4" DIA. CONCRETE STORM STRUCTURE
51. 4" DIA. CONCRETE STORM STRUCTURE
52. 4" DIA. CONCRETE STORM STRUCTURE
53. 4" DIA. CONCRETE STORM STRUCTURE
54. 4" DIA. CONCRETE STORM STRUCTURE
55. 4" DIA. CONCRETE STORM STRUCTURE
56. 4" DIA. CONCRETE STORM STRUCTURE
57. 4" DIA. CONCRETE STORM STRUCTURE
58. 4" DIA. CONCRETE STORM STRUCTURE
59. 4" DIA. CONCRETE STORM STRUCTURE
60. 4" DIA. CONCRETE STORM STRUCTURE
61. 4" DIA. CONCRETE STORM STRUCTURE
62. 4" DIA. CONCRETE STORM STRUCTURE
63. 4" DIA. CONCRETE STORM STRUCTURE
64. 4" DIA. CONCRETE STORM STRUCTURE
65. 4" DIA. CONCRETE STORM STRUCTURE
66. 4" DIA. CONCRETE STORM STRUCTURE
67. 4" DIA. CONCRETE STORM STRUCTURE
68. 4" DIA. CONCRETE STORM STRUCTURE
69. 4" DIA. CONCRETE STORM STRUCTURE
70. 4" DIA. CONCRETE STORM STRUCTURE
71. 4" DIA. CONCRETE STORM STRUCTURE
72. 4" DIA. CONCRETE STORM STRUCTURE
73. 4" DIA. CONCRETE STORM STRUCTURE
74. 4" DIA. CONCRETE STORM STRUCTURE
75. 4" DIA. CONCRETE STORM STRUCTURE
76. 4" DIA. CONCRETE STORM STRUCTURE
77. 4" DIA. CONCRETE STORM STRUCTURE
78. 4" DIA. CONCRETE STORM STRUCTURE
79. 4" DIA. CONCRETE STORM STRUCTURE
80. 4" DIA. CONCRETE STORM STRUCTURE
81. 4" DIA. CONCRETE STORM STRUCTURE
82. 4" DIA. CONCRETE STORM STRUCTURE
83. 4" DIA. CONCRETE STORM STRUCTURE
84. 4" DIA. CONCRETE STORM STRUCTURE
85. 4" DIA. CONCRETE STORM STRUCTURE
86. 4" DIA. CONCRETE STORM STRUCTURE
87. 4" DIA. CONCRETE STORM STRUCTURE
88. 4" DIA. CONCRETE STORM STRUCTURE
89. 4" DIA. CONCRETE STORM STRUCTURE
90. 4" DIA. CONCRETE STORM STRUCTURE
91. 4" DIA. CONCRETE STORM STRUCTURE
92. 4" DIA. CONCRETE STORM STRUCTURE
93. 4" DIA. CONCRETE STORM STRUCTURE
94. 4" DIA. CONCRETE STORM STRUCTURE
95. 4" DIA. CONCRETE STORM STRUCTURE
96. 4" DIA. CONCRETE STORM STRUCTURE
97. 4" DIA. CONCRETE STORM STRUCTURE
98. 4" DIA. CONCRETE STORM STRUCTURE
99. 4" DIA. CONCRETE STORM STRUCTURE
100. 4" DIA. CONCRETE STORM STRUCTURE
101. 4" DIA. CONCRETE STORM STRUCTURE
102. 4" DIA. CONCRETE STORM STRUCTURE
103. 4" DIA. CONCRETE STORM STRUCTURE
104. 4" DIA. CONCRETE STORM STRUCTURE
105. 4" DIA. CONCRETE STORM STRUCTURE
106. 4" DIA. CONCRETE STORM STRUCTURE
107. 4" DIA. CONCRETE STORM STRUCTURE
108. 4" DIA. CONCRETE STORM STRUCTURE
109. 4" DIA. CONCRETE STORM STRUCTURE
110. 4" DIA. CONCRETE STORM STRUCTURE
111. 4" DIA. CONCRETE STORM STRUCTURE
112. 4" DIA. CONCRETE STORM STRUCTURE
113. 4" DIA. CONCRETE STORM STRUCTURE
114. 4" DIA. CONCRETE STORM STRUCTURE
115. 4" DIA. CONCRETE STORM STRUCTURE
116. 4" DIA. CONCRETE STORM STRUCTURE
117. 4" DIA. CONCRETE STORM STRUCTURE
118. 4" DIA. CONCRETE STORM STRUCTURE
119. 4" DIA. CONCRETE STORM STRUCTURE
120. 4" DIA. CONCRETE STORM STRUCTURE
121. 4" DIA. CONCRETE STORM STRUCTURE
122. 4" DIA. CONCRETE STORM STRUCTURE
123. 4" DIA. CONCRETE STORM STRUCTURE
124. 4" DIA. CONCRETE STORM STRUCTURE
125. 4" DIA. CONCRETE STORM STRUCTURE
126. 4" DIA. CONCRETE STORM STRUCTURE
127. 4" DIA. CONCRETE STORM STRUCTURE
128. 4" DIA. CONCRETE STORM STRUCTURE
129. 4" DIA. CONCRETE STORM STRUCTURE
130. 4" DIA. CONCRETE STORM STRUCTURE
131. 4" DIA. CONCRETE STORM STRUCTURE
132. 4" DIA. CONCRETE STORM STRUCTURE
133. 4" DIA. CONCRETE STORM STRUCTURE
134. 4" DIA. CONCRETE STORM STRUCTURE
135. 4" DIA. CONCRETE STORM STRUCTURE
136. 4" DIA. CONCRETE STORM STRUCTURE
137. 4" DIA. CONCRETE STORM STRUCTURE
138. 4" DIA. CONCRETE STORM STRUCTURE
139. 4" DIA. CONCRETE STORM STRUCTURE
140. 4" DIA. CONCRETE STORM STRUCTURE
141. 4" DIA. CONCRETE STORM STRUCTURE
142. 4" DIA. CONCRETE STORM STRUCTURE
143. 4" DIA. CONCRETE STORM STRUCTURE
144. 4" DIA. CONCRETE STORM STRUCTURE
145. 4" DIA. CONCRETE STORM STRUCTURE
146. 4" DIA. CONCRETE STORM STRUCTURE
147. 4" DIA. CONCRETE STORM STRUCTURE
148. 4" DIA. CONCRETE STORM STRUCTURE
149. 4" DIA. CONCRETE STORM STRUCTURE
150. 4" DIA. CONCRETE STORM STRUCTURE
151. 4" DIA. CONCRETE STORM STRUCTURE
152. 4" DIA. CONCRETE STORM STRUCTURE
153. 4" DIA. CONCRETE STORM STRUCTURE
154. 4" DIA. CONCRETE STORM STRUCTURE
155. 4" DIA. CONCRETE STORM STRUCTURE
156. 4" DIA. CONCRETE STORM STRUCTURE
157. 4" DIA. CONCRETE STORM STRUCTURE
158. 4" DIA. CONCRETE STORM STRUCTURE
159. 4" DIA. CONCRETE STORM STRUCTURE
160. 4" DIA. CONCRETE STORM STRUCTURE
161. 4" DIA. CONCRETE STORM STRUCTURE
162. 4" DIA. CONCRETE STORM STRUCTURE
163. 4" DIA. CONCRETE STORM STRUCTURE
164. 4" DIA. CONCRETE STORM STRUCTURE
165. 4" DIA. CONCRETE STORM STRUCTURE
166. 4" DIA. CONCRETE STORM STRUCTURE
167. 4" DIA. CONCRETE STORM STRUCTURE
168. 4" DIA. CONCRETE STORM STRUCTURE
169. 4" DIA. CONCRETE STORM STRUCTURE
170. 4" DIA. CONCRETE STORM STRUCTURE
171. 4" DIA. CONCRETE STORM STRUCTURE
172. 4" DIA. CONCRETE STORM STRUCTURE
173. 4" DIA. CONCRETE STORM STRUCTURE
174. 4" DIA. CONCRETE STORM STRUCTURE
175. 4" DIA. CONCRETE STORM STRUCTURE
176. 4" DIA. CONCRETE STORM STRUCTURE
177. 4" DIA. CONCRETE STORM STRUCTURE
178. 4" DIA. CONCRETE STORM STRUCTURE
179. 4" DIA. CONCRETE STORM STRUCTURE
180. 4" DIA. CONCRETE STORM STRUCTURE
181. 4" DIA. CONCRETE STORM STRUCTURE
182. 4" DIA. CONCRETE STORM STRUCTURE
183. 4" DIA. CONCRETE STORM STRUCTURE
184. 4" DIA. CONCRETE STORM STRUCTURE
185. 4" DIA. CONCRETE STORM STRUCTURE
186. 4" DIA. CONCRETE STORM STRUCTURE
187. 4" DIA. CONCRETE STORM STRUCTURE
188. 4" DIA. CONCRETE STORM STRUCTURE
189. 4" DIA. CONCRETE STORM STRUCTURE
190. 4" DIA. CONCRETE STORM STRUCTURE
191. 4" DIA. CONCRETE STORM STRUCTURE
192. 4" DIA. CONCRETE STORM STRUCTURE
193. 4" DIA. CONCRETE STORM STRUCTURE
194. 4" DIA. CONCRETE STORM STRUCTURE
195. 4" DIA. CONCRETE STORM STRUCTURE
196. 4" DIA. CONCRETE STORM STRUCTURE
197. 4" DIA. CONCRETE STORM STRUCTURE
198. 4" DIA. CONCRETE STORM STRUCTURE
199. 4" DIA. CONCRETE STORM STRUCTURE
200. 4" DIA. CONCRETE STORM STRUCTURE
201. 4" DIA. CONCRETE STORM STRUCTURE
202. 4" DIA. CONCRETE STORM STRUCTURE
203. 4" DIA. CONCRETE STORM STRUCTURE
204. 4" DIA. CONCRETE STORM STRUCTURE
205. 4" DIA. CONCRETE STORM STRUCTURE
206. 4" DIA. CONCRETE STORM STRUCTURE
207. 4" DIA. CONCRETE STORM STRUCTURE
208. 4" DIA. CONCRETE STORM STRUCTURE
209. 4" DIA. CONCRETE STORM STRUCTURE
210. 4" DIA. CONCRETE STORM STRUCTURE
211. 4" DIA. CONCRETE STORM STRUCTURE
212. 4" DIA. CONCRETE STORM STRUCTURE
213. 4" DIA. CONCRETE STORM STRUCTURE
214. 4" DIA. CONCRETE STORM STRUCTURE
215. 4" DIA. CONCRETE STORM STRUCTURE
216. 4" DIA. CONCRETE STORM STRUCTURE
217. 4" DIA. CONCRETE STORM STRUCTURE
218. 4" DIA. CONCRETE STORM STRUCTURE
219. 4" DIA. CONCRETE STORM STRUCTURE
220. 4" DIA. CONCRETE STORM STRUCTURE
221. 4" DIA. CONCRETE STORM STRUCTURE
222. 4" DIA. CONCRETE STORM STRUCTURE
223. 4" DIA. CONCRETE STORM STRUCTURE
224. 4" DIA. CONCRETE STORM STRUCTURE
225. 4" DIA. CONCRETE STORM STRUCTURE
226. 4" DIA. CONCRETE STORM STRUCTURE
227. 4" DIA. CONCRETE STORM STRUCTURE
228. 4" DIA. CONCRETE STORM STRUCTURE
229. 4" DIA. CONCRETE STORM STRUCTURE
230. 4" DIA. CONCRETE STORM STRUCTURE
231. 4" DIA. CONCRETE STORM STRUCTURE
232. 4" DIA. CONCRETE STORM STRUCTURE
233. 4" DIA. CONCRETE STORM STRUCTURE
234. 4" DIA. CONCRETE STORM STRUCTURE
235. 4" DIA. CONCRETE STORM STRUCTURE
236. 4" DIA. CONCRETE STORM STRUCTURE
237. 4" DIA. CONCRETE STORM STRUCTURE
238. 4" DIA. CONCRETE STORM STRUCTURE
239. 4" DIA. CONCRETE STORM STRUCTURE
240. 4" DIA. CONCRETE STORM STRUCTURE
241. 4" DIA. CONCRETE STORM STRUCTURE
242. 4" DIA. CONCRETE STORM STRUCTURE
243. 4" DIA. CONCRETE STORM STRUCTURE
244. 4" DIA. CONCRETE STORM STRUCTURE
245. 4" DIA. CONCRETE STORM STRUCTURE
246. 4" DIA. CONCRETE STORM STRUCTURE
247. 4" DIA. CONCRETE STORM STRUCTURE
248. 4" DIA. CONCRETE STORM STRUCTURE
249. 4" DIA. CONCRETE STORM STRUCTURE
250. 4" DIA. CONCRETE STORM STRUCTURE
251. 4" DIA. CONCRETE STORM STRUCTURE
252. 4" DIA. CONCRETE STORM STRUCTURE
253. 4" DIA. CONCRETE STORM STRUCTURE
254. 4" DIA. CONCRETE STORM STRUCTURE
255. 4" DIA. CONCRETE STORM STRUCTURE
256. 4" DIA. CONCRETE STORM STRUCTURE
257. 4" DIA. CONCRETE STORM STRUCTURE
258. 4" DIA. CONCRETE STORM STRUCTURE
259. 4" DIA. CONCRETE STORM STRUCTURE
260. 4" DIA. CONCRETE STORM STRUCTURE
261. 4" DIA. CONCRETE STORM STRUCTURE
262. 4" DIA. CONCRETE STORM STRUCTURE
263. 4" DIA. CONCRETE STORM STRUCTURE
264. 4" DIA. CONCRETE STORM STRUCTURE
265. 4" DIA. CONCRETE STORM STRUCTURE
266. 4" DIA. CONCRETE STORM STRUCTURE
267. 4" DIA. CONCRETE STORM STRUCTURE
268. 4" DIA. CONCRETE STORM STRUCTURE
269. 4" DIA. CONCRETE STORM STRUCTURE
270. 4" DIA. CONCRETE STORM STRUCTURE
271. 4" DIA. CONCRETE STORM STRUCTURE
272. 4" DIA. CONCRETE STORM STRUCTURE
273. 4" DIA. CONCRETE STORM STRUCTURE
274. 4" DIA. CONCRETE STORM STRUCTURE
275. 4" DIA. CONCRETE STORM STRUCTURE
276. 4" DIA. CONCRETE STORM STRUCTURE
277. 4" DIA. CONCRETE STORM STRUCTURE
278. 4" DIA. CONCRETE STORM STRUCTURE
279. 4" DIA. CONCRETE STORM STRUCTURE
280. 4" DIA. CONCRETE STORM STRUCTURE
281. 4" DIA. CONCRETE STORM STRUCTURE
282. 4" DIA. CONCRETE STORM STRUCTURE
283. 4" DIA. CONCRETE STORM STRUCTURE
284. 4" DIA. CONCRETE STORM STRUCTURE
285. 4" DIA. CONCRETE STORM STRUCTURE
286. 4" DIA. CONCRETE STORM STRUCTURE
287. 4" DIA. CONCRETE STORM STRUCTURE
288. 4" DIA. CONCRETE STORM STRUCTURE
289. 4" DIA. CONCRETE STORM STRUCTURE
290. 4" DIA. CONCRETE STORM STRUCTURE
291. 4" DIA. CONCRETE STORM STRUCTURE
292. 4" DIA. CONCRETE STORM STRUCTURE
293. 4" DIA. CONCRETE STORM STRUCTURE
294. 4" DIA. CONCRETE STORM STRUCTURE
295. 4" DIA. CONCRETE STORM STRUCTURE
296. 4" DIA. CONCRETE STORM STRUCTURE
297. 4" DIA. CONCRETE STORM STRUCTURE
298. 4" DIA. CONCRETE STORM STRUCTURE
299. 4" DIA. CONCRETE STORM STRUCTURE
300. 4" DIA. CONCRETE STORM STRUCTURE
301. 4" DIA. CONCRETE STORM STRUCTURE
302. 4" DIA. CONCRETE STORM STRUCTURE
303. 4" DIA. CONCRETE STORM STRUCTURE
304. 4" DIA. CONCRETE STORM STRUCTURE
305. 4" DIA. CONCRETE STORM STRUCTURE
306. 4" DIA. CONCRETE STORM STRUCTURE
307. 4" DIA. CONCRETE STORM STRUCTURE
308. 4" DIA. CONCRETE STORM STRUCTURE
309. 4" DIA. CONCRETE STORM STRUCTURE
310. 4" DIA. CONCRETE STORM STRUCTURE
311. 4" DIA. CONCRETE STORM STRUCTURE
312. 4" DIA. CONCRETE STORM STRUCTURE
313. 4" DIA. CONCRETE STORM STRUCTURE
314. 4" DIA. CONCRETE STORM STRUCTURE
315. 4" DIA. CONCRETE STORM STRUCTURE
316. 4" DIA. CONCRETE STORM STRUCTURE
317. 4" DIA. CONCRETE STORM STRUCTURE
318. 4" DIA. CONCRETE STORM STRUCTURE
319. 4" DIA. CONCRETE STORM STRUCTURE
320. 4" DIA. CONCRETE STORM STRUCTURE
321. 4" DIA. CONCRETE STORM STRUCTURE
322. 4" DIA. CONCRETE STORM STRUCTURE
323. 4" DIA. CONCRETE STORM STRUCTURE
324. 4" DIA. CONCRETE STORM STRUCTURE
325. 4" DIA. CONCRETE STORM STRUCTURE
326. 4" DIA. CONCRETE STORM STRUCTURE
327. 4" DIA. CONCRETE STORM STRUCTURE
328. 4" DIA. CONCRETE STORM STRUCTURE
329. 4" DIA. CONCRETE STORM STRUCTURE
330. 4" DIA. CONCRETE STORM STRUCTURE
331. 4" DIA. CONCRETE STORM STRUCTURE
332. 4" DIA. CONCRETE STORM STRUCTURE
333. 4" DIA. CONCRETE STORM STRUCTURE
334. 4" DIA. CONCRETE STORM STRUCTURE
335. 4" DIA. CONCRETE STORM STRUCTURE
336. 4" DIA. CONCRETE STORM STRUCTURE
337. 4" DIA. CONCRETE STORM STRUCTURE
338. 4" DIA. CONCRETE STORM STRUCTURE
339. 4" DIA. CONCRETE STORM STRUCTURE
340. 4" DIA. CONCRETE STORM STRUCTURE
341. 4" DIA. CONCRETE STORM STRUCTURE
342. 4" DIA. CONCRETE STORM STRUCTURE
343. 4" DIA. CONCRETE STORM STRUCTURE
344. 4" DIA. CONCRETE STORM STRUCTURE
345. 4" DIA. CONCRETE STORM STRUCTURE
346. 4" DIA. CONCRETE STORM STRUCTURE
347. 4" DIA. CONCRETE STORM STRUCTURE
348. 4" DIA. CONCRETE STORM STRUCTURE
349. 4" DIA. CONCRETE STORM STRUCTURE
350. 4" DIA. CONCRETE STORM STRUCTURE
351. 4" DIA. CONCRETE STORM STRUCTURE
352. 4" DIA. CONCRETE STORM STRUCTURE
353. 4" DIA. CONCRETE STORM STRUCTURE
354. 4" DIA. CONCRETE STORM STRUCTURE
355. 4" DIA. CONCRETE STORM STRUCTURE
356. 4" DIA. CONCRETE STORM STRUCTURE
357. 4" DIA. CONCRETE STORM STRUCTURE
358. 4" DIA. CONCRETE STORM STRUCTURE
359. 4" DIA. CONCRETE STORM STRUCTURE
360. 4" DIA. CONCRETE STORM STRUCTURE
361. 4" DIA. CONCRETE STORM STRUCTURE
362. 4" DIA. CONCRETE STORM STRUCTURE
363. 4" DIA. CONCRETE STORM STRUCTURE
364. 4" DIA. CONCRETE STORM STRUCTURE
365. 4" DIA. CONCRETE STORM STRUCTURE
366. 4" DIA. CONCRETE STORM STRUCTURE
367. 4" DIA. CONCRETE STORM STRUCTURE
368. 4" DIA. CONCRETE STORM STRUCTURE
369. 4" DIA. CONCRETE STORM STRUCTURE
370. 4" DIA. CONCRETE STORM STRUCTURE
371. 4" DIA. CONCRETE STORM STRUCTURE
372. 4" DIA. CONCRETE STORM STRUCTURE
373. 4" DIA. CONCRETE STORM STRUCTURE
374. 4" DIA. CONCRETE STORM STRUCTURE
375. 4" DIA. CONCRETE STORM STRUCTURE
376. 4" DIA. CONCRETE STORM STRUCTURE
377. 4" DIA. CONCRETE STORM STRUCTURE
378. 4" DIA. CONCRETE STORM STRUCTURE
379. 4" DIA. CONCRETE STORM STRUCTURE
380. 4" DIA. CONCRETE STORM STRUCTURE
381. 4" DIA. CONCRETE STORM STRUCTURE
382. 4" DIA. CONCRETE STORM STRUCTURE
383. 4" DIA. CONCRETE STORM STRUCTURE
384. 4" DIA. CONCRETE STORM STRUCTURE
385. 4" DIA. CONCRETE STORM STRUCTURE
386. 4" DIA. CONCRETE STORM STRUCTURE
387. 4" DIA. CONCRETE STORM STRUCTURE
388. 4" DIA. CONCRETE STORM STRUCTURE
389. 4" DIA. CONCRETE STORM STRUCTURE
390. 4" DIA. CONCRETE STORM STRUCTURE
391. 4" DIA. CONCRETE STORM STRUCTURE
392. 4" DIA. CONCRETE STORM STRUCTURE
393. 4" DIA. CONCRETE STORM STRUCTURE
394. 4" DIA. CONCRETE STORM STRUCTURE
395. 4" DIA. CONCRETE STORM STRUCTURE
396. 4" DIA. CONCRETE STORM STRUCTURE
397. 4" DIA. CONCRETE STORM STRUCTURE
398. 4" DIA. CONCRETE STORM STRUCTURE
399. 4" DIA. CONCRETE STORM STRUCTURE
400. 4" DIA. CONCRETE STORM STRUCTURE
401. 4" DIA. CONCRETE STORM STRUCTURE
402. 4" DIA. CONCRETE STORM STRUCTURE
403. 4" DIA. CONCRETE STORM STRUCTURE
404. 4" DIA. CONCRETE STORM STRUCTURE
405. 4" DIA. CONCRETE STORM STRUCTURE
406. 4" DIA. CONCRETE STORM STRUCTURE
407. 4" DIA. CONCRETE STORM STRUCTURE
408. 4" DIA. CONCRETE STORM STRUCTURE
409. 4" DIA. CONCRETE STORM STRUCTURE
410. 4" DIA. CONCRETE STORM STRUCTURE
411. 4" DIA. CONCRETE STORM STRUCTURE
412. 4" DIA. CONCRETE STORM STRUCTURE
413. 4" DIA. CONCRETE STORM STRUCTURE
414. 4" DIA. CONCRETE STORM STRUCTURE
415. 4" DIA. CONCRETE STORM STRUCTURE
416. 4" DIA. CONCRETE STORM STRUCTURE
417. 4" DIA. CONCRETE STORM STRUCTURE
418. 4" DIA. CONCRETE STORM STRUCTURE
419. 4" DIA. CONCRETE STORM STRUCTURE
420. 4" DIA. CONCRETE STORM STRUCTURE
421. 4" DIA. CONCRETE STORM STRUCTURE
422. 4" DIA. CONCRETE STORM STRUCTURE
423. 4" DIA. CONCRETE STORM STRUCTURE
424. 4" DIA. CONCRETE STORM STRUCTURE
425. 4" DIA. CONCRETE STORM STRUCTURE
426. 4" DIA. CONCRETE STORM STRUCTURE
427. 4" DIA. CONCRETE STORM STRUCTURE
428. 4" DIA. CONCRETE STORM STRUCTURE
429. 4" DIA. CONCRETE STORM STRUCTURE
430. 4" DIA. CONCRETE STORM STRUCTURE
431. 4" DIA. CONCRETE STORM STRUCTURE
432. 4" DIA. CONCRETE STORM STRUCTURE
433. 4" DIA. CONCRETE STORM STRUCTURE
434. 4" DIA. CONCRETE STORM STRUCTURE
435. 4" DIA. CONCRETE STORM STRUCTURE
436. 4" DIA. CONCRETE STORM STRUCTURE
437. 4" DIA. CONCRETE STORM STRUCTURE
438. 4" DIA. CONCRETE STORM STRUCTURE
439. 4" DIA. CONCRETE STORM STRUCTURE
440. 4" DIA. CONCRETE STORM STRUCTURE
441. 4" DIA. CONCRETE STORM STRUCTURE
442. 4" DIA. CONCRETE STORM STRUCTURE
443. 4" DIA. CONCRETE STORM STRUCTURE
444. 4" DIA. CONCRETE STORM STRUCTURE
445. 4" DIA. CONCRETE STORM STRUCTURE
446. 4" DIA. CONCRETE STORM STRUCTURE
447. 4" DIA. CONCRETE STORM STRUCTURE
448. 4" DIA. CONCRETE STORM STRUCTURE
449. 4" DIA. CONCRETE STORM STRUCTURE
450. 4" DIA. CONCRETE STORM STRUCTURE
451. 4" DIA. CONCRETE STORM STRUCTURE
452. 4" DIA. CONCRETE STORM STRUCTURE
453. 4" DIA. CONCRETE STORM STRUCTURE
454. 4" DIA. CONCRETE STORM STRUCTURE
455. 4" DIA. CONCRETE STORM STRUCTURE
456. 4" DIA. CONCRETE STORM STRUCTURE
457.

RECEIVED 9.13.23

REFER TO SIGN PACKAGE FOR EXACT SIGN DETAILS



DRIVE-THRU COFFEE
DEVELOPMENT
Frankfort, IL 60423

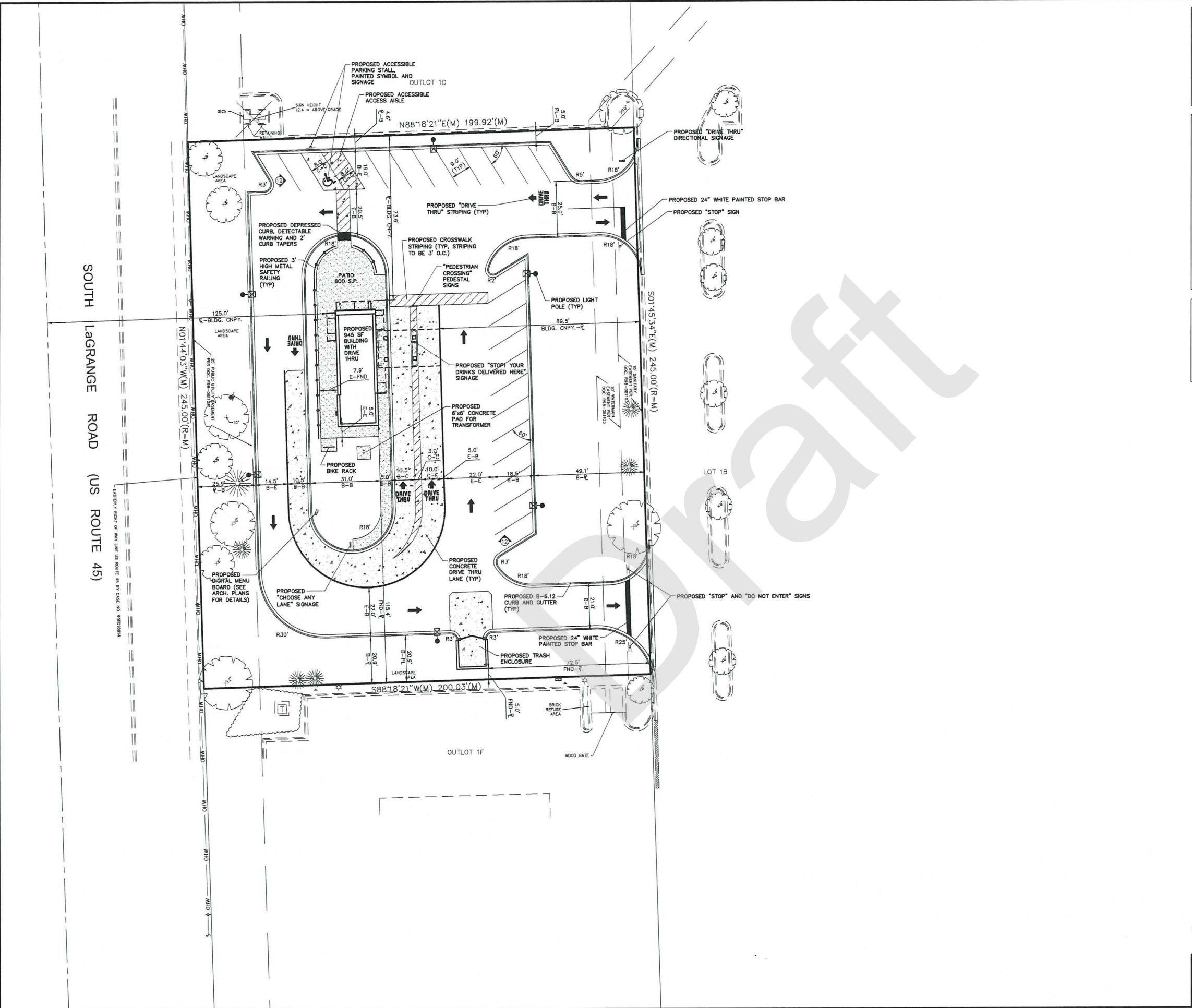
ARCHITECT OF RECORD
KEYSTONE
PLANNING+DESIGN

ENGINEERS OF RECORD



GENERAL CONTRACTOR
KEYSTONE
CONSTRUCT, LLC

No.	Description	Date
1	CONCEPT	2/14/2022
2	STAFF RVW	5/28/2022
	COVER	
	XG000	



GENERAL NOTES:

1. THESE PLANS ARE BASED ON THE (BOUNDARY AND TOPOGRAPHIC SURVEY)
(SURVEY PROJECT #22.0067 DATED 03/24/2022)
PREPARED BY: COMPASS SURVEYING LTD
2631 GINGER WOODS PARKWAY, STE 100, AURORA, IL 60502
(630) 820-9100

2. PRIOR TO CONSTRUCTION, CONTRACTOR TO CONTACT THE DESIGN ENGINEER AND ARCHITECT TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.

ON SITE PARKING DATA

REGULAR SPACES	23
ADA ACCESSIBLE SPACES	1
TOTAL SPACES	24

PARKING REQUIREMENT = 1 SPACE PER 75 S.F. OF BUILDING AND OUTDOOR DINING AREA PLUS 1 SPACE PER 2 EMPLOYEES.

945 SF + 600 SF/75 + 5 EMPLOYEES/2 = 24 SPACES REQ.

SITE DATA

LOT AREA	=	48,995 S.F. (1.125 AC.)
PROPOSED PERVIOUS	=	21,250 S.F. (43.4%)
EXISTING PERVIOUS	=	48,995 S.F. (100%)
PROPOSED IMPERVIOUS	=	27,745 S.F. (56.6%)
EXISTING IMPERVIOUS	=	0 S.F. (0%)
BUILDING AREA	=	945 S.F.
OUTDOOR DINING AREA	=	600 S.F.

GEOMETRIC PLAN NOTES:

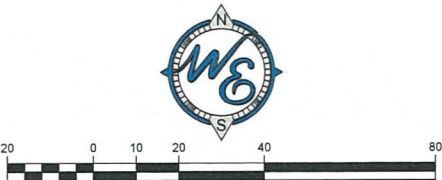
1. PROPOSED IMPROVEMENTS ARE PARALLEL AND PERPENDICULAR TO THE WESTERN PROPERTY LINE.

2. ALL RADIUS DIMENSIONS ARE TO BACK OF CURB.

3. SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.

4. ALL STRIPING TO BE DOUBLE COATED 4" YELLOW PAINT UNLESS OTHERWISE NOTED.

5. WHERE PEDESTRIANS HAVE TO CROSS A TAPERING RAMP OR CURB RAMP THE FACE AND TOP OF CURB ARE TO BE PAINTED USING YELLOW, SLIP RESISTANT PAINT.



SITE PLAN

DATE	06/17/22
REVISIONS	06/14/22
NO.	1
DESCRIPTION	PER VILLAGE COMMENT LTR DATED 6/7/22
NO.	2
DESCRIPTION	PER 7/12/22 STAFF COMMENTS AND 7/26/22 ENGINEERING COMMENTS
NO.	3
DESCRIPTION	PER 8/2/22 ENGINEERING COMMENTS
NO.	4
DESCRIPTION	PER 8/2/22 WORKSHOP COMMENTS
NO.	5
DESCRIPTION	DIGITAL MENU BOARD LOCATION ADDED PER PC COMMENTS
NO.	6
DESCRIPTION	2023

Prepared For:

ALIANA WINKLE
Frankfort, IL

SPARKS COFFEE
S. La Grange Road, South of W. Laporte Road
Frankfort, Illinois

Prepared By:

Watermark Engineering Resources
watermark-engineering.com | 2631 Ginger Woods Pkwy | Aurora, IL 60502 | (630) 375-1800

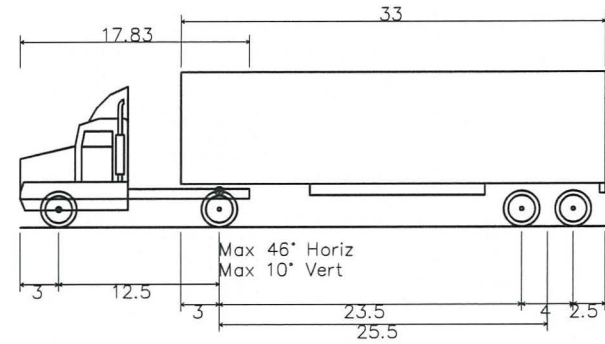
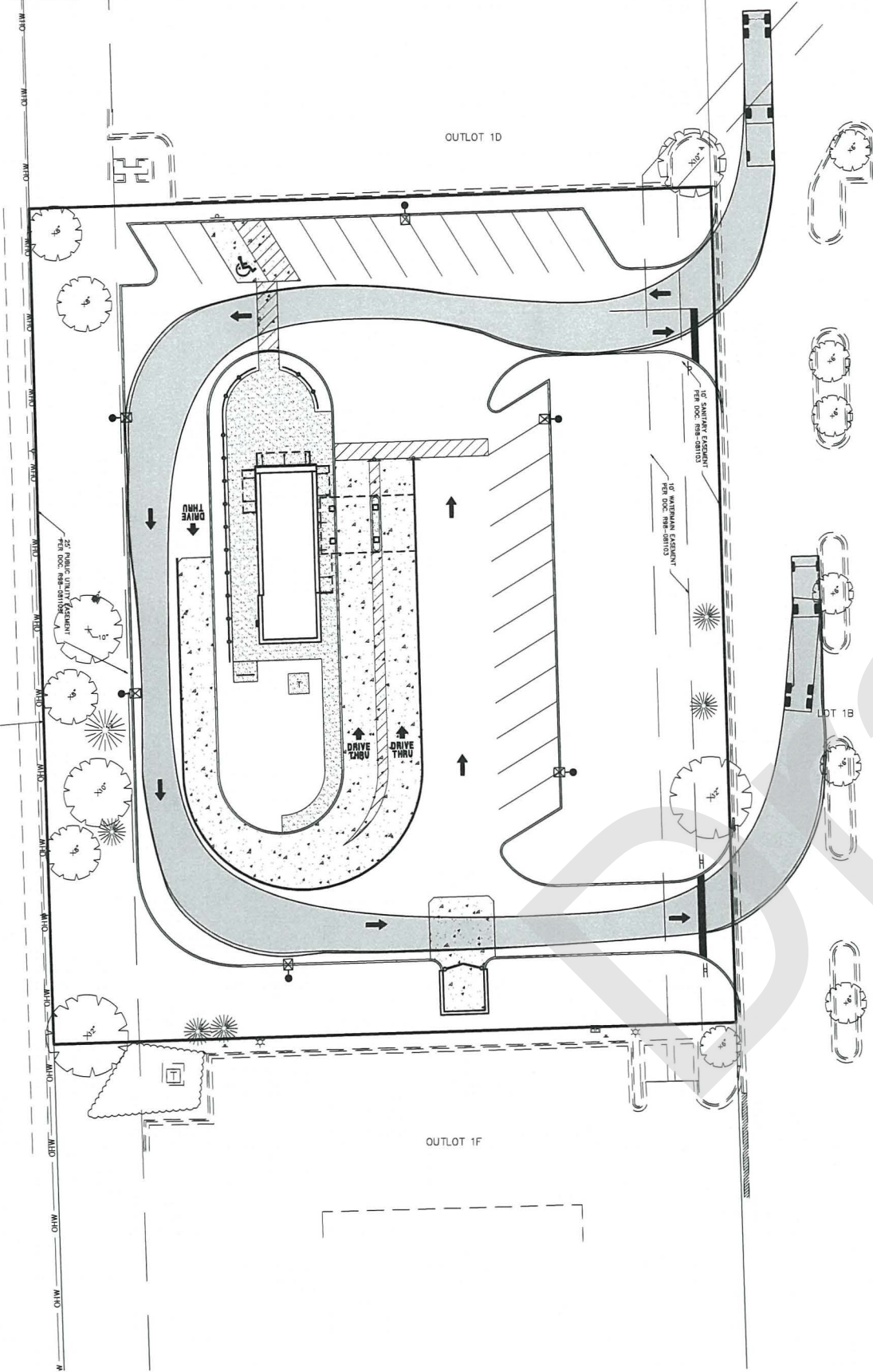
CHECKED BY: J. MILLER
DESIGN BY: D. OLSON
DRAWN BY: D. OLSON
DATE: MAY 26, 2022
SCALE: 1" = 20'
PROJECT NO.: 22-026

1 of 1

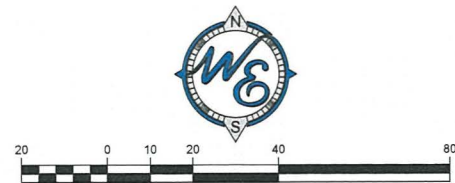
SITE PLAN

SOUTH LaGRANGE ROAD (US ROUTE 45)

EXISTING RIGHT OF WAY LINE US ROUTE 45 BY CASE NO. 200201914



WB-40 — Intermediate Semi-Trailer
Overall Length 45.500ft
Overall Width 8.000ft
Overall Body Height 12.052ft
Min Body Ground Clearance 1.334ft
Track Width 8.000ft
Lock-to-lock time 4.00s
Curb to Curb Turning Radius 40.000ft



DELIVERY TRUCK
CIRCULATION PLAN

CHECKED BY: J.MILLER
DESIGN BY: D.OLSON
DRAWN BY: D.OLSON
DATE: NOVEMBER 26, 2022
SCALE: 1" = 20'
PROJECT NO.: 22-026

Wat & Mark
Engineering
RESOURCES

watermark-engineering.com | 2631 Ginger Woods Pkwy | Aurora, IL 60502 | (630) 375-1800

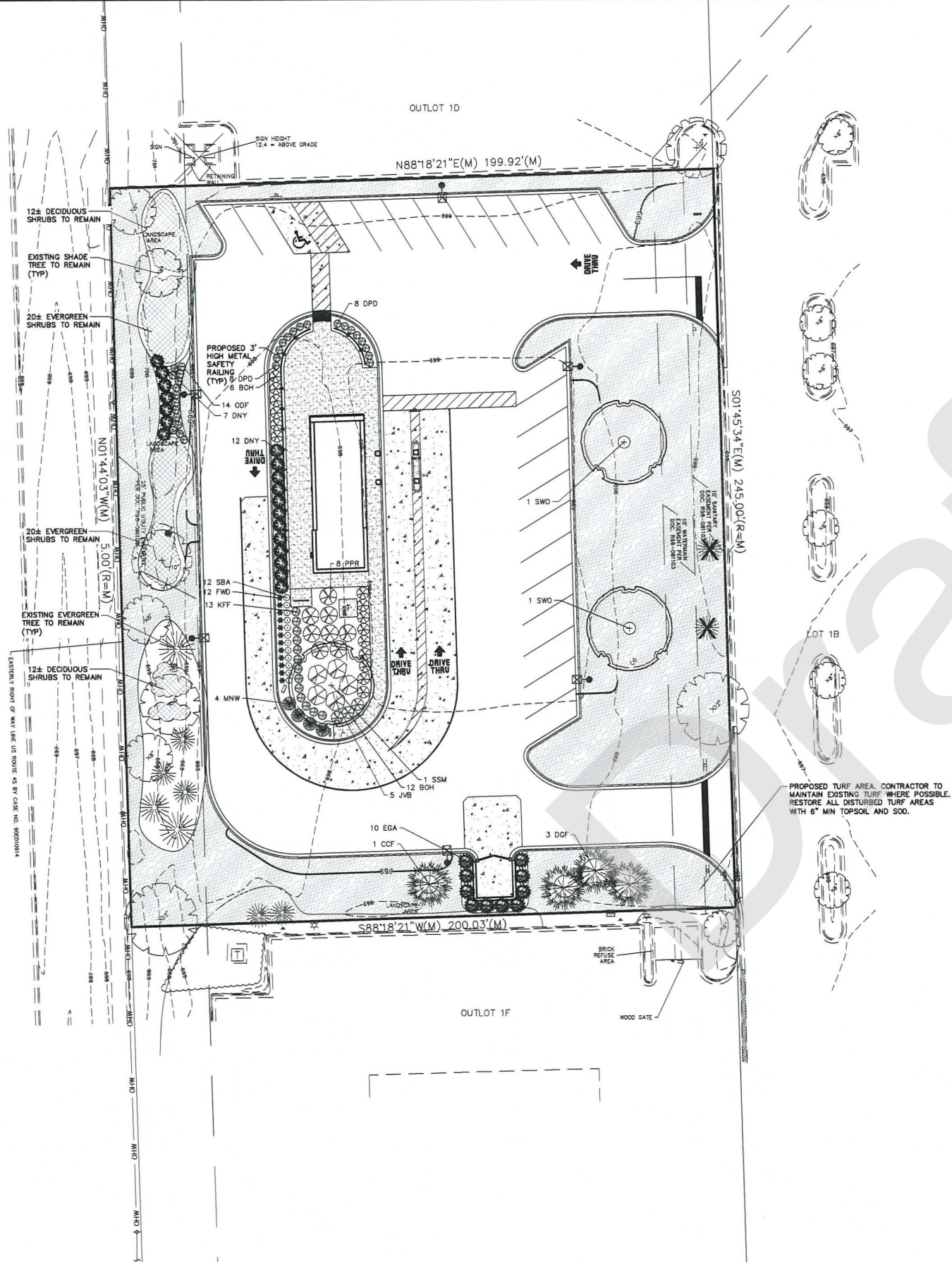
Prepared By:

ALIANA WINKLE
Frankfort, IL
CAFFEINATED CONCEPTS
La Grange Road
Frankfort, Illinois

Prepared For:

DATE	
NO.	

SOUTH LAGRANGE ROAD (US ROUTE 45)



LANDSCAPE NOTES

- ALL PLANT MATERIAL SHALL BE HARDY TO THE ZONE IT IS BEING PLANTED IN. ALL TREES AND SHRUBS ARE TO BE BALLED AND BURLAPED UNLESS OTHERWISE NOTED AND SHALL BE GROWN IN ACCORDANCE WITH THE STANDARDS SET FORTH BY THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICANHORT.
- PLANT SIZES CALLED OUT ON THIS PLAN ARE THE MINIMUM SIZE REQUIRED. PLANTS WHICH FAIL TO MEET THE SIZES LISTED, SHALL BE REJECTED AT THE EXPENSE OF THE CONTRACTOR.
- CONTRACTOR MUST VERIFY ALL MATERIAL QUANTITIES AS DEPICTED ON THE DRAWING. THE PLANT LIST PROVIDED ON THIS PLAN IS FOR CONVENIENCE ONLY.
- SUBSTITUTIONS MAY NOT BE MADE WITHOUT THE APPROVAL OF THE LANDSCAPE ARCHITECT/DESIGNER.
- THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE AGENCIES AND UTILITY LOCATORS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOT BEGIN ANY WORK ON-SITE UNTIL ALL UTILITIES HAVE BEEN LOCATED. CONTRACTOR SHALL OBTAIN "AS-BUILT" PLANS FOR ALL IRRIGATION AND LIGHTING PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL UTILITIES INCLUDING IRRIGATION AND LIGHTING. ALL DAMAGE SHALL BE REPAIRED TO A NEW CONDITION IN ACCORDANCE WITH ALL CODES AT NO COST TO THE OWNER - SEE NOTE 5.
- ALL UNSUITABLE MATERIAL (CONCRETE, AGGREGATE STONE, CRUSHED ASPHALT, BRICK ETC.) SHALL BE REMOVED, INCLUDING HAUL OFF, PRIOR TO PLANTING AND SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
- SOIL MIX PM35 BY MIDWEST TRADING COMPANY OR EQUAL SHALL BE ROTOTILLED INTO ALL PERENNIAL AND ANNUAL PLANTING BEDS PRIOR TO THE INSTALLATION OF THE PLANT MATERIAL. A SLOW RELEASE, GRANULAR FERTILIZER SHALL BE APPLIED TO ALL ANNUAL AND PERENNIAL PLANTING BEDS AT THE RECOMMENDED RATE, AND SHALL BE ROTOTILLED IN WITH THE ABOVE SOIL MIXTURE BEFORE THE PLANT MATERIAL IS INSTALLED.
- CONTRACTOR TO PROVIDE THOROUGH INITIAL WATERING OF ALL PLANTINGS WITHIN 12 HOURS OF INSTALLATION TO ENSURE ALL AIR POCKETS HAVE BEEN REMOVED AROUND ROOT BALL.
- ALL PLANT BED AREAS ARE TO BE MULCHED WITH 3" OF DOUBLE SHREDDED HARDWOOD MULCH AND SHALL BE SEPARATED WITH A SPADE EDGE ALONG PERIMETERS ADJACENT TO TURF AREAS. FINAL GRADE (AFTER SETTLING) SHALL BE 1" BELOW ADJACENT CURBS.
- ALL TURF AREAS ARE TO BE A MINIMUM OF A FIVE WAY BLUEGRASS BLEND, UNLESS OTHERWISE NOTED. CONTRACTOR IS RESPONSIBLE FOR WATERING ALL INSTALLED TURF AREAS UNTIL TIME OF KNOTTING. IF TURF SEED AND SOD OCCUR ON THE SAME PROJECT, CONTRACTOR SHALL VERIFY AND USE SEED MIXTURES TO MATCH SOD.
- AREAS TO BE SODDED SHALL BE WITH AN "APPROVED TURFGRASS SOD" OF PREMIUM GRADE. SOD SHALL BE A 5 WAY BLEND OF IMPROVED KENTUCKY BLUEGRASS VARIETIES THAT HAS BEEN GROWN LOCALLY TO THE PROJECT SITE. SOD MUST BE MATURED FOR 2 FULL GROWING SEASONS PRIOR TO HARVEST CUTTING AND BE HEALTHY WITH WELL ESTABLISHED ROOTS. SOD SHALL BE FREE OF DISEASE, INSECTS AND DEBRIS. SOD SHALL BE UNIFORM IN LEAF COLOR, TEXTURE, AND DENSITY. SOD SHALL BE DELIVERED, INSTALLED, AND WATERED WITHIN 24 HOURS OF HARVEST IN WHICH TEMPERATURES DO NOT EXCEED 90 DEGREES (F) NOR LESS THAN 55 DEGREES (F). SOD SHALL BE MACHINE-CUT AT A MINIMUM UNIFORM SOIL THICKNESS (1.5" OF SOD IS DESIRED) BUT SOD THICKNESS SHALL BE A THICKNESS NECESSARY FOR PLANT VIABILITY. SOD SHALL BE LAID IN STAGGERED STRAIGHT LINES, TIGHTLY AGAINST EACH OTHER WITHOUT STRETCHING OR OVERLAPPING. SOD STAKES SHALL USED ON ALL SLOPES 4:1 OR GREATER.
- CONTRACTOR SHALL REPAIR ALL DISTURBED AREAS (INTENDED OR UNINTENDED) AT A MINIMUM, TO THE ORIGINAL CONDITION UNLESS OTHERWISE NOTED.
- THE EXISTING PLANT MATERIAL SHOWN ON THIS PLAN IS INTENDED SOLELY TO IDENTIFY THEM AS OBSERVED IN THE FIELD. THIS PLAN DOES NOT MAKE ANY CLAIMS ABOUT THE CONDITION OR SAFETY OF ANY OF THE PLANT MATERIAL DESCRIBED HEREIN OR OBSERVED IN THE FIELD.
- ALL TRANSPLANTED PLANT MATERIAL MUST BE INSTALLED IMMEDIATELY UPON EXTRACTION FROM ITS ORIGINAL LOCATION, UNLESS SPECIFIC ARRANGEMENTS HAVE BEEN MADE WITH THE LANDSCAPE ARCHITECT/DESIGNER. SHOULD IT BECOME UNREASONABLE TO TRANSPLANT ANY OF THE PLANT MATERIAL AS DESCRIBED IN THIS PLAN, DUE TO SITE CONSTRAINTS OR OTHERWISE, CONTRACTOR IS RESPONSIBLE FOR CONTACTING LANDSCAPE ARCHITECT/DESIGNER TO MAKE ALTERNATIVE ARRANGEMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE HEALTH AND VIABILITY OF THE PROPOSED PLANT MATERIAL INCLUDING WATERING, PROTECTION FROM PHYSICAL DAMAGE FROM THE TIME PLANT IS SELECTED THROUGH ITS INSTALLATION.
- CONTRACTOR IS RESPONSIBLE FOR ALL PLANT MATERIAL REMAINING PLUMB UNTIL THE END OF THE GUARANTEE PERIOD. PLANTS MAY NOT BE STAKED UNLESS APPROVED BY THE LANDSCAPE ARCHITECT/DESIGNER.
- CONTRACTOR TO GUARANTEE PLANT MATERIAL AND LABOR FOR A MINIMUM OF ONE YEAR FROM THE TIME OF INSTALLATION.
- THE CONTRACTOR IS RESPONSIBLE FOR BECOMING FAMILIAR WITH AND ABIDING BY THE LANDSCAPE ORDINANCES FOR THE SPECIFIC JURISDICTION IN WHICH THE WORK IS TAKING PLACE.
- BIDDERS SHALL BE RESPONSIBLE FOR EXAMINING THE SITE, PRIOR TO PREPARING BID, TO BECOME FAMILIAR WITH THE SPECIFIC SITE CONSTRAINTS.
- ALL EXISTING ON-SITE PLANT MATERIAL NOT EFFECTED BY CONSTRUCTION OR THE PROPOSED LANDSCAPE, SHALL BE PROTECTED AS PART OF THIS PLAN. EXISTING LANDSCAPE IN AREAS OF CONSTRUCTION AND PROPOSED LANDSCAPE SHALL BE REMOVED AS PART OF THIS PLAN.
- THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE COMPLETION OF ALL THE ITEMS SHOWN ON THE PLANS.
- IF IRRIGATION IS DEEMED NECESSARY, THE DESIGN AND INSTALLATION OF THE IRRIGATION SYSTEM SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. AN IRRIGATION PLAN ALONG WITH AN AS BUILT OF THE IRRIGATION SYSTEM SHALL BE PREPARED FOR OWNER REVIEW AND APPROVAL. CONTRACTOR SHALL GUARANTEE PERFORMANCE, PARTS, AND LABOR FOR A PERIOD OF 1 YEAR FROM THE DATE OF FINAL APPROVAL.
- IF EXISTING IRRIGATION IS PRESENT ON SITE, CONTRACTOR SHALL ADJUST, ADD TO, OR SUBTRACT FROM, THE EXISTING IRRIGATION SYSTEM TO ACCOMMODATE ANY PROPOSED ALTERATIONS/ADDITIONS TO THE EXISTING LANDSCAPE. CONTRACTOR SHALL PROVIDE THE OWNER AN AS BUILT OF THE IRRIGATION SYSTEM AND ALL CHANGES TO THE SYSTEM AFFECTED BY THIS PROJECT.
- PROVIDE TOPSOIL RE-Spread PER THE FOLLOWING UNLESS OTHERWISE NOTED:
A. 4" MINIMUM IN GRASS OR SOD AREAS
B. 6" MINIMUM IN PLANTING AREAS
C. 12" MINIMUM IN LANDSCAPE ISLANDS

PLANT LIST

SHADE, ORNAMENTAL, AND CONIFEROUS TREES

QTY.	ABRV.	BOTANICAL NAME	COMMON NAME	SIZE
1	SSM	Acer glabrum 'Morton'	State Street Maple	2 1/2" Cal.
2	SWO	Quercus bicolor	Swamp White Oak	2 1/2" Cal.
1	CCF	Abies concolor	White Fir	6'
10	EGA	Thuja occidentalis 'Emerald'	Emerald Green Arborvitae	6'
3	DGF	Pseudotsuga menziesii	Douglas Fir	6'

FLOWERING AND EVERGREEN SHRUBS

QTY.	ABRV.	BOTANICAL NAME	COMMON NAME	SIZE
18	BOH	Hydrangea paniculata 'Bobo'	Bobo Hydrangea	5 Gal.
8	PPR	Rosa pavement 'Purple'	Purple Pavement Rose	3 Gal.
5	JVB	Viburnum x juddii	Judd Viburnum	5 Gal.
4	MNW	Weigela florida 'Minuet'	Minuet Weigela	3 Gal.
19	DNY	Taxus x media 'Densiformis'	Densiformis Yew	5 Gal.

PERENNIALS, ORNAMENTAL GRASS AND GROUNDCOVERS

QTY.	ABRV.	BOTANICAL NAME	COMMON NAME	SIZE
12	SBA	Allium 'Summer Beauty'	Summer Beauty Onion	1 Gal.
12	FWD	Dianthus gratiopolitani 'Firewitch'	Firewitch Dianthus	1 Gal.
13	KFF	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 Gal.
14	ODF	Calamagrostis x acutiflora 'Overdam'	Overdam Feather Reed Grass	1 Gal.

GENERAL NOTES:

- THESE PLANS ARE BASED ON THE (BOUNDARY AND TOPOGRAPHIC SURVEY)
(SURVEY PROJECT #22.0067 DATED 03/24/2022)
PREPARED BY: COMPASS SURVEYING LTD
2631 GINGER WOODS PARKWAY, STE 100, AURORA, IL 60502
(630) 820-9100
- PRIOR TO CONSTRUCTION, CONTRACTOR TO CONTACT THE DESIGN ENGINEER AND ARCHITECT TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.

ON SITE PARKING DATA

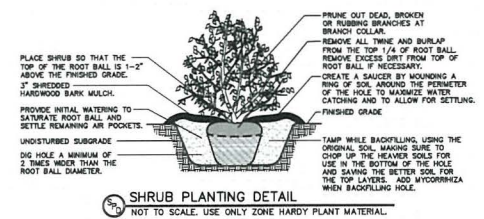
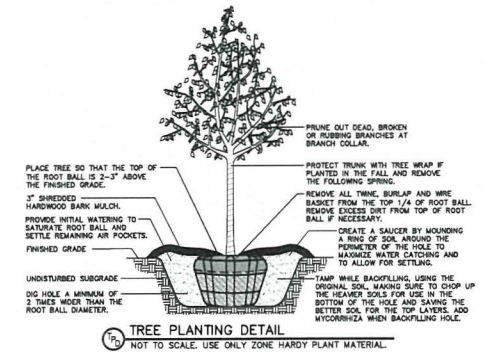
REGULAR SPACES	23
ADA ACCESSIBLE SPACES	1
TOTAL SPACES	24

PARKING REQUIREMENT = 1 SPACE PER 75 S.F. OF BUILDING AND OUTDOOR DINING AREA PLUS 1 SPACE PER 2 EMPLOYEES.

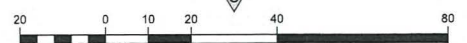
945 SF + 600 SF/75 + 5 EMPLOYEES/2 = 24 SPACES REQ.

SITE DATA

LOT AREA	=	48,995 S.F. (1.125 AC.)
PROPOSED PERVIOUS	=	21,250 S.F. (43.4%)
EXISTING PERVIOUS	=	48,995 S.F. (100%)
PROPOSED IMPERVIOUS	=	27,745 S.F. (56.6%)
EXISTING IMPERVIOUS	=	0 S.F. (0%)
BUILDING AREA	=	945 S.F.
OUTDOOR DINING AREA	=	600 S.F.



Know what's Below.
Call before you dig.



LANDSCAPE PLAN

ALIANA WINKLE
Frankfort, IL
SPARKS COFFEE
S. La Grange Road, South of W. Laporte Road
Frankfort, Illinois

Prepared By:



CHECKED BY: J. MILLER	DESIGN BY: R. ERSFELD
DRAWN BY: D.O. R.E.	DATE: MAY 26, 2022
SCALE: 1" = 20'	PROJECT NO.: 22-026

L-1

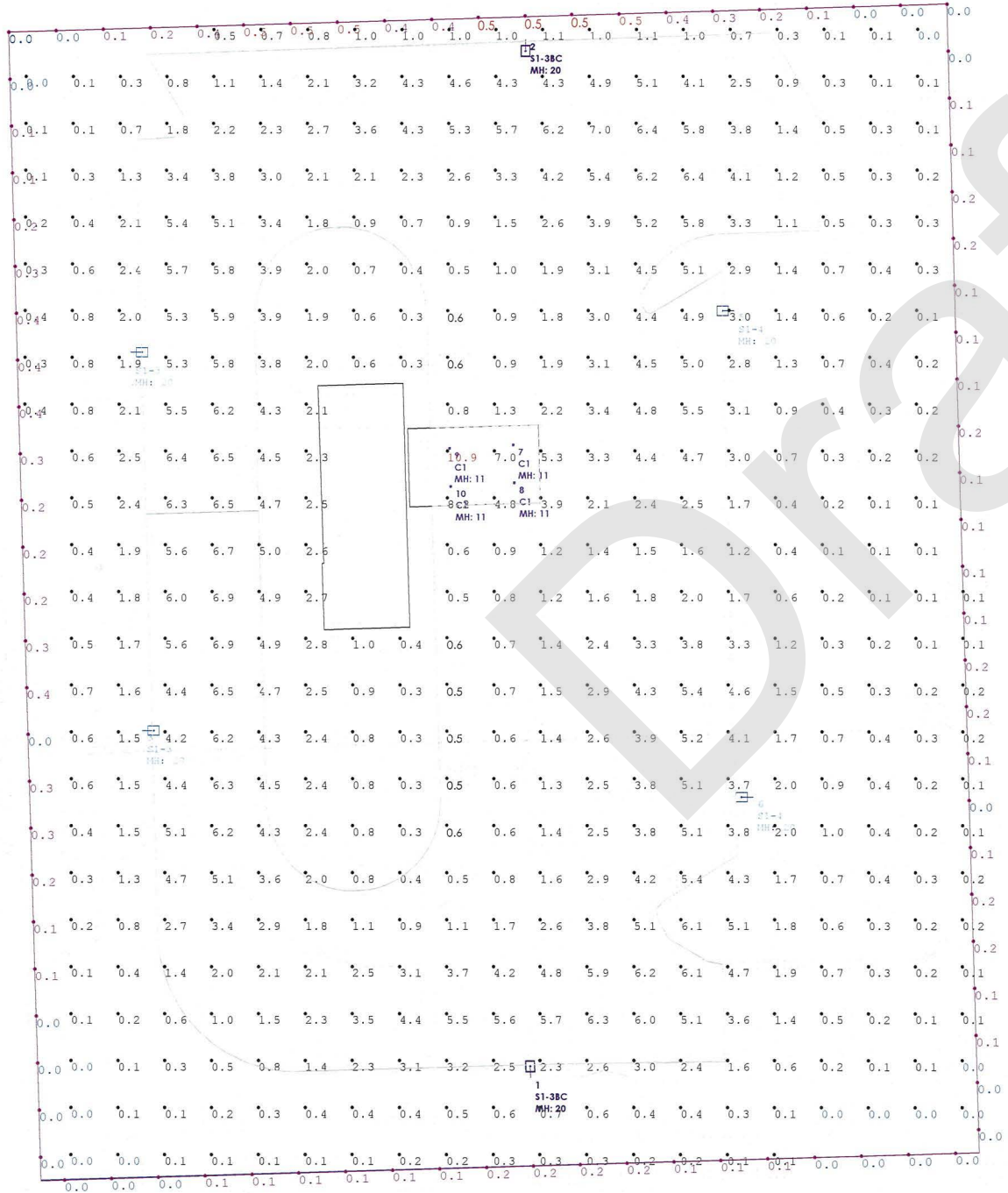
LANDSCAPE PLAN

Luminaire Schedule - Part numbers are provided by the manufacturer and are only intended to be used as a reference to output and optics used.										
Symbol	Qty	Tag	Arrangement	Luminaire Lumens	Arr. Lum. Lumens	Luminaire Watts	Arr. Watts	LLF	Manufacturer	Description
	4	C1	Single	996	996	14.4	14.4	0.900	DALS Lighting Inc.	RGR4-CC-XX
	2	S1-3	Single	21714	21714	153.6	153.6	0.900	BEACON PRODUCTS	RAR2-320L-165-4K7-3-X-AX-WHX
	2	S1-3BC	Single	12760	12760	145	145	0.900	BEACON PRODUCTS	RAR-2-320L-165-4K7-3-AX-WHX-BC
	2	S1-4	Single	21310	21310	153.6	153.6	0.900	BEACON PRODUCTS	RAR2-320L-165-4K7-4W-X-AX-WHX

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Max/Min	Avg/Min	Description
PROPERTY LINES	Illuminance	Fc	0.15	0.5	0.0	N.A.	N.A.	READINGS @ GRADE
SITE Planar	Illuminance	Fc	2.11	10.9	0.0	N.A.	N.A.	READINGS @ GRADE
PARKING LOT	Illuminance	Fc	3.46	7.0	0.5	14.00	6.92	READINGS @ GRADE

Luminaire Location Summary				
LumNo	Label	Mtg Ht	Orient	Tilt
1	RAR-2-320L-165-4K7-3-BC_1	20	92	0
2	RAR-2-320L-165-4K7-3-BC_1	20	270	0
3	RAR2-320L-165-4K7-3 (1)	20	0	0
4	RAR2-320L-165-4K7-3 (1)	20	0	0
5	RAR2-320L-165-4K7-4W (1)	20	180	0
6	RAR2-320L-165-4K7-4W (1)	20	180	0
7	RGR4	11	0	0
8	RGR4	11	0	0
9	RGR4	11	0	0
10	RGR4	11	0	0

SOUTH LAGRANGE ROAD (US ROUTE 45)



PARKING LOT DESIGN GUIDE	MAINTAINED HORIZONTAL		MAINTAINED VERTICAL		MAXIMUM	
	AVERAGE (FC)	RANGE (FC)	AVERAGE (FC)	RANGE (FC)	AVG:MIN	MAX:MIN
PARKING (UNCOVERED) ZONE 3 (URBAN)	1.5	0.75 - 3	0.8	0.4 - 1.6	4:1	15:1
PARKING (UNCOVERED) ZONE 2 (SUBURBAN)	1	0.5 - 2	0.6	0.3 - 1.2	4:1	15:1
SAFETY (BUILDING EXTERIOR)	1	0.5 - 2	-	-	FOR SECURITY ISSUES, RAISE AVG. TO 3	

SIMPLIFIED RECOMMENDATIONS BASED ON IES "THE LIGHTING HANDBOOK" 10TH EDITION AND IES RP-20-14.
INDIVIDUAL APPLICATIONS WILL DETERMINE SPECIFIC RECOMMENDATIONS. PLEASE REFER TO THE MOST RECENT HANDBOOK FOR A MORE DETAILED EVALUATION AND ADDITIONAL APPLICATIONS. THESE RECOMMENDATIONS DO NOT SUPERCEDE ANY APPLICABLE CODES.

NOTES

PG-ENLIGHTEN IS NEITHER LICENSED NOR INSURED TO DETERMINE CODE COMPLIANCE. CODE COMPLIANCE REVIEW BY OTHERS.
ANY VARIANCE FROM REFLECTANCE VALUES, OBSTRUCTIONS, LIGHT LOSS FACTORS OR DIMENSIONAL DATA WILL AFFECT THE ACTUAL LIGHT LEVELS OBTAINED.
THIS ANALYSIS IS A MATHEMATICAL MODEL AND CAN BE ONLY AS ACCURATE AS IS PERMITTED BY THE THIRD-PARTY SOFTWARE AND THE IES STANDARDS USED.
FIXTURE TYPES AND QUANTITIES MAY CHANGE BASED ON UNKNOWN OBSTRUCTIONS OR FIELD CONDITIONS. THESE CHANGES MAY RESULT IN AN INCREASED QUANTITY OF FIXTURES.
FIXTURE TYPES AND QUANTITIES BASED ON PROVIDED LAYOUT AND DRAWINGS ARE FOR REFERENCE ONLY. TYPES AND QUANTITIES MAY CHANGE WITH FUTURE REVISIONS.
CALCULATION GRID VALUES 10'-0" O.C.



DRAWN BY:
Josh Burge
josh.burge@pg-enlighten.com
847.228.1197

PG CONTACT:
Marc Pilipuf
Marc.Pilipuf@pg-enlighten.com
847.228.1197

1 2 3
REVISIONS

PROJECT NAME:

FRANKFORT COFFEE

CLIENT NAME:

KEYSTONE PLANNING + DESIGN

Date:3/24/2023

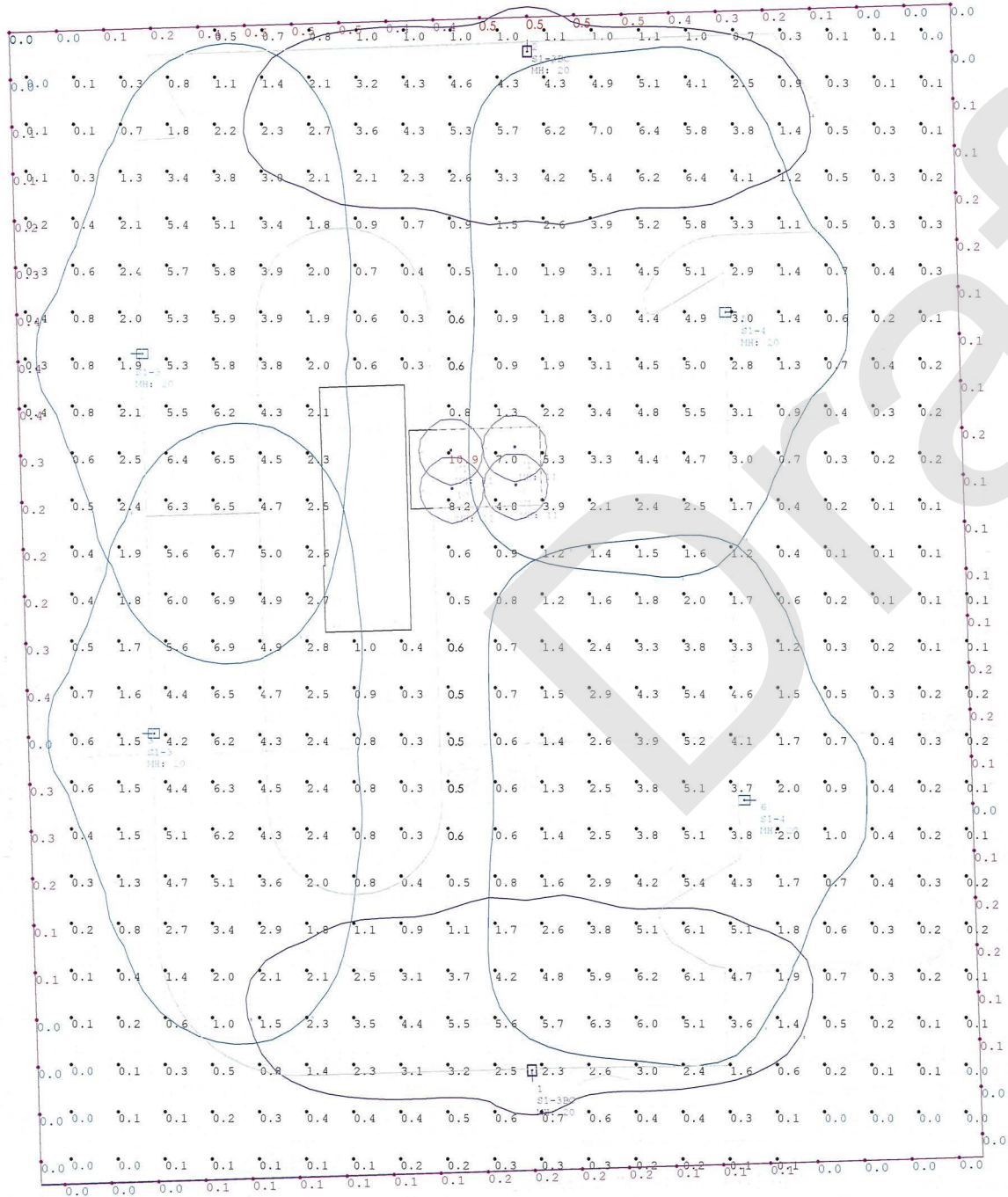
Page 1 of 2

Luminaire Schedule - Part numbers are provided by the manufacturer and are only intended to be used as a reference to output and optics used.										
Symbol	Qty	Tag	Arrangement	Luminaire Lumens	Arr. Lum. Lumens	Luminaire Watts	Arr. Watts	LLF	Manufacturer	Description
	4	C1	Single	996	996	14.4	14.4	0.900	DALS Lighting Inc.	RGR4-CC-XX
	2	S1-3	Single	21714	21714	153.6	153.6	0.900	BEACON PRODUCTS	RAR2-320L-165-4K7-3-X-AX-WHX
	2	S1-3BC	Single	12760	12760	145	145	0.900	BEACON PRODUCTS	RAR-2-320L-165-4K7-3-AX-WHX-BC
	2	S1-4	Single	21310	21310	153.6	153.6	0.900	BEACON PRODUCTS	RAR2-320L-165-4K7-4W-X-AX-WHX

Calculation Summary									
Label	CalcType	Units	Avg	Max	Min	Max/Min	Avg/Min	Description	
PROPERTY LINES	Illuminance	Fc	0.15	0.5	0.0	N.A.	N.A.	READINGS @ GRADE	
SITE Planar	Illuminance	Fc	2.11	10.9	0.0	N.A.	N.A.	READINGS @ GRADE	
PARKING LOT	Illuminance	Fc	3.46	7.0	0.5	14.00	6.92	READINGS @ GRADE	

Luminaire Location Summary				
LumNo	Label	Mtg Ht	Orient	Tilt
1	RAR-2-320L-165-4K7-3-BC_1	20	92	0
2	RAR-2-320L-165-4K7-3-BC_1	20	270	0
3	RAR2-320L-165-4K7-3 (1)	20	0	0
4	RAR2-320L-165-4K7-3 (1)	20	0	0
5	RAR2-320L-165-4K7-4W (1)	20	180	0
6	RAR2-320L-165-4K7-4W (1)	20	180	0
7	RGR4	11	0	0
8	RGR4	11	0	0
9	RGR4	11	0	0
10	RGR4	11	0	0

SOUTH LAGRANGE ROAD (US ROUTE 45)



PARKING LOT DESIGN GUIDE		MAINTAINED HORIZONTAL		MAINTAINED VERTICAL		MAXIMUM	
APPLICATION AND TASK		AVERAGE (FC)	RANGE (FC)	AVERAGE (FC)	RANGE (FC)	AVG:MIN	MAX:MIN
PARKING (UNCOVERED) ZONE 3 (URBAN)		1.5	0.75 - 3	0.8	0.4 - 1.6	4:1	15:1
PARKING (UNCOVERED) ZONE 2 (SUBURBAN)		1	0.5 - 2	0.6	0.3 - 1.2	4:1	15:1
SAFETY (BUILDING EXTERIOR)		1	0.5 - 2	-	-	FOR SECURITY ISSUES, RAISE AVG. TO 3	

SIMPLIFIED RECOMMENDATIONS BASED ON IES "THE LIGHTING HANDBOOK" 10TH EDITION AND IES RP-20-14. INDIVIDUAL APPLICATIONS WILL DETERMINE SPECIFIC RECOMMENDATIONS. PLEASE REFER TO THE MOST RECENT HANDBOOK FOR A MORE DETAILED EVALUATION AND ADDITIONAL APPLICATIONS. THESE RECOMMENDATIONS DO NOT SUPERCEDE ANY APPLICABLE CODES.

NOTES

PG-ENLIGHTEN IS NEITHER LICENSED NOR INSURED TO DETERMINE CODE COMPLIANCE. CODE COMPLIANCE REVIEW BY OTHERS.
ANY VARIANCE FROM REFLECTANCE VALUES, OBSTRUCTIONS, LIGHT LOSS FACTORS OR DIMENSIONAL DATA WILL AFFECT THE ACTUAL LIGHT LEVELS OBTAINED.
THIS ANALYSIS IS A MATHEMATICAL MODEL AND CAN BE ONLY AS ACCURATE AS IS PERMITTED BY THE THIRD-PARTY SOFTWARE AND THE IES STANDARDS USED.
FIXTURE TYPES AND QUANTITIES MAY CHANGE BASED ON UNKNOWN OBSTRUCTIONS OR FIELD CONDITIONS. THESE CHANGES MAY RESULT IN AN INCREASED QUANTITY OF FIXTURES.
FIXTURE TYPES AND QUANTITIES BASED ON PROVIDED LAYOUT AND DRAWINGS ARE FOR REFERENCE ONLY. TYPES AND QUANTITIES MAY CHANGE WITH FUTURE REVISIONS.
CALCULATION GRID VALUES 10'-0" O.C.



DRAWN BY:
Josh Burge
josh.burge@pg-enlighten.com
847.228.1199

PG CONTACT:
Marc Pilipuf
marc.pilipuf@pg-enlighten.com
847.228.1199

1 2 3
REVISIONS

PROJECT NAME:

FRANKFORT COFFEE

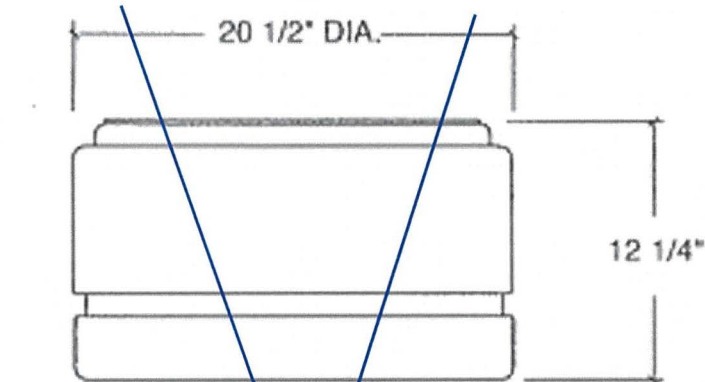
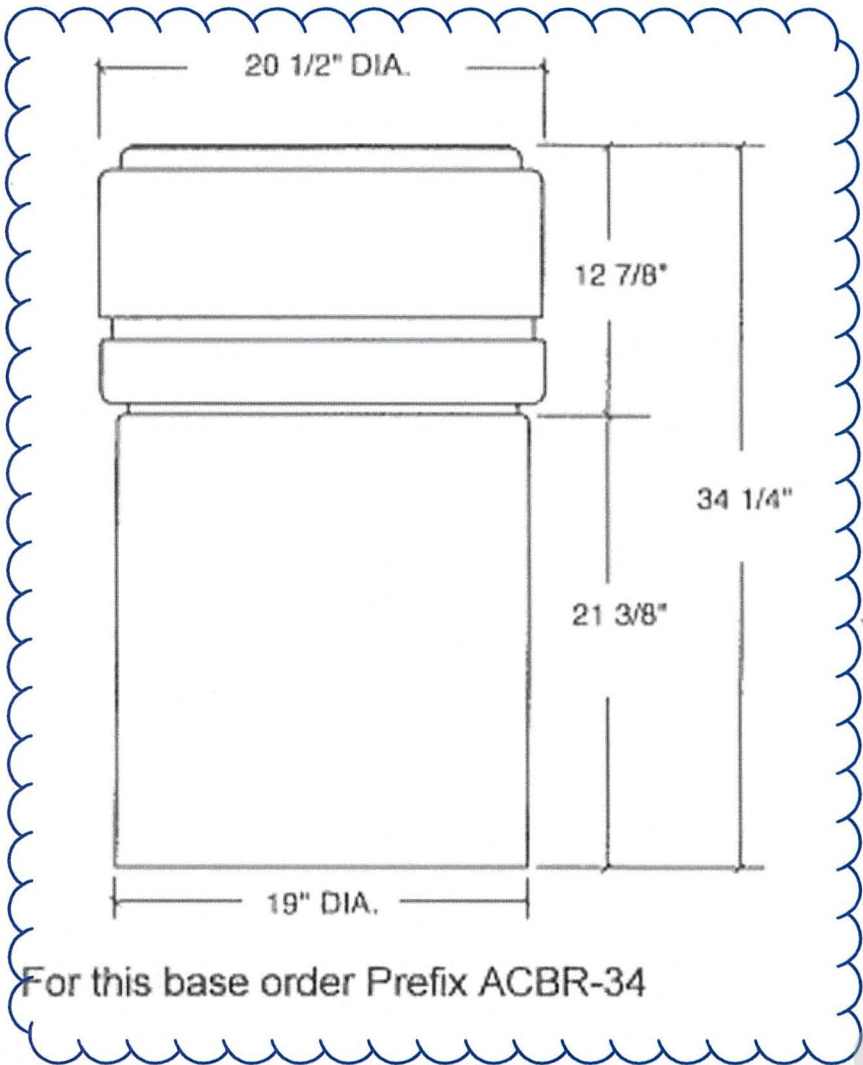
CLIENT NAME:

KEYSTONE PLANNING + DESIGN

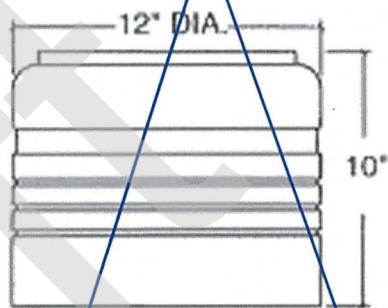
Date:3/24/2023

Page 2 of 2

Ordering Guide



For this base order Prefix ACBR-12



For this base order Prefix ACBR-10

THE INTENT IS TO MATCH THE EXISTING LIGHT POLES ELSEWHERE IN THE PUD. IF THE PUD OWNER CHANGES SUCH LIGHTING DESIGN, WITH FRANKFORT APPROVAL, DURING OR BEFORE OUR PROJECT COMPLETION, WE WOULD LIKE TO MATCH THE NEW UPDATED LIGHTING

Ordering Information

ArtFORMS Prefix	ArtFORMS Size	ArtFORMS Color Band	
ACBR - Round	10 - 10"	45 - Light Gold	51 - Dark Red
	12 - 12"	20 - Charcoal Metallic	21 - Tomato Red
	34 - 34"	55 - Black	575 - Beige
		94 - Blue Metallic	50 - White
		01 - Chrome	NO - No Option
		59 - Dark Green	

ACBR - 34 - 94



LSI LIGHTING SYSTEMS, A Division of LSI Industries Inc.
10000 ALLIANCE ROAD • P.O. BOX 42728 • CINCINNATI, OHIO 45242
(513)793-3200 • FAX (513)793-0147

Exhibit C-1

RATIO Series

AREA/STREET LIGHTING

FEATURES

- Low profile LED area/street luminaires with a variety of LED distributions for lighting applications such as residential, commercial and on-street parking lots
- Featuring Micro Strike Optics which minimizes target glare from hood with minimal spill at the house-side, reducing light trespass issues
- Meets common standards
- Compact and lightweight design with low EPR
- 30 rated for high vibration applications including bridges and overpasses
- Control options including photo-control, occupancy sensing, NX Distributed Intelligence™ and 7-pin with networked controls
- Best in class surge protection available



RELATED PRODUCTS

See [Ratio](#) [Connect2](#) [Endura](#)



CONTROL TECHNOLOGY



SPECIFICATIONS

CONSTRUCTION

- Reinforced form mimics the traditional shadow box form factor ensuring a similar but updated style and appearance, ideal for retrofit applications
- Die-cast housing with hidden vertical heat fins that are optional for heat dissipation while keeping a clean smooth outer surface
- Corrosion resistant, die-cast aluminum housing with powder coat paint finish

OPTICS

- Extra optic aperture diameter to create a larger luminous surface area resulting in a low glare appearance without sacrificing optical performance
- 80, 160, 320 or 480 mid-power LEDs
- 3000K, 4000K or 5000K (70 CRI CCT)
- Zero uplight at 0-degrees of tilt
- Fine-adjustable optics

INSTALLATION

- Standard square and round, compatible with 6" and 8" pole
- Optional universal mounting bracket for ease of installation during retrofit applications. Available in an optional or secondary for square and round poles.
- Enclose anti-glare cap available for 2-3/8" OD lenses. Max 13° off-axis degrees with 4 degree adjustable reverends. (Restrictions apply for 7-pin system)

ELECTRICAL

- Universal 120-277 VAC or 147-480 VAC input voltage. Solid-wire

ELECTRICAL REQUIREMENTS

- Ambient operating temperature -40°C to 40°C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers have output power over voltage and current protection and short circuit protection with auto-recovery
- Field-replaceable surge protection device provides risk protection meeting ANSI IEEE C62.41.2 Category C1 sign and Surge Protection Category C2. Automatically takes failure offline for protection when device is compromised

CONTROLS

- Photo-control, occupancy sensor and wireless available for complete smart and dimming control
- 7 pin ANSI C62.41.2013 photo-control and/or occupancy sensor available for hard-wired photo-control or wireless control modules (photo-control accessories sold separately)
- 0-10 V Dimming Drivers are standard and dimming leads are extended out of the luminaire unless control options require connection to the dimming leads. Must specify if wiring leads are to be greater than the 6" standard
- Silky™ wireless control system is available via 7-pin. See ordering information and details at [www.hubbellighting.com/silky](#)
- NX Distributed Intelligence™ available with in future wireless control module. Features dimming and occupancy sensor
- WISCAPE™ available with in future wireless control module. Analyzes dimming and occupancy sensor via 7-pin

CERTIFICATIONS

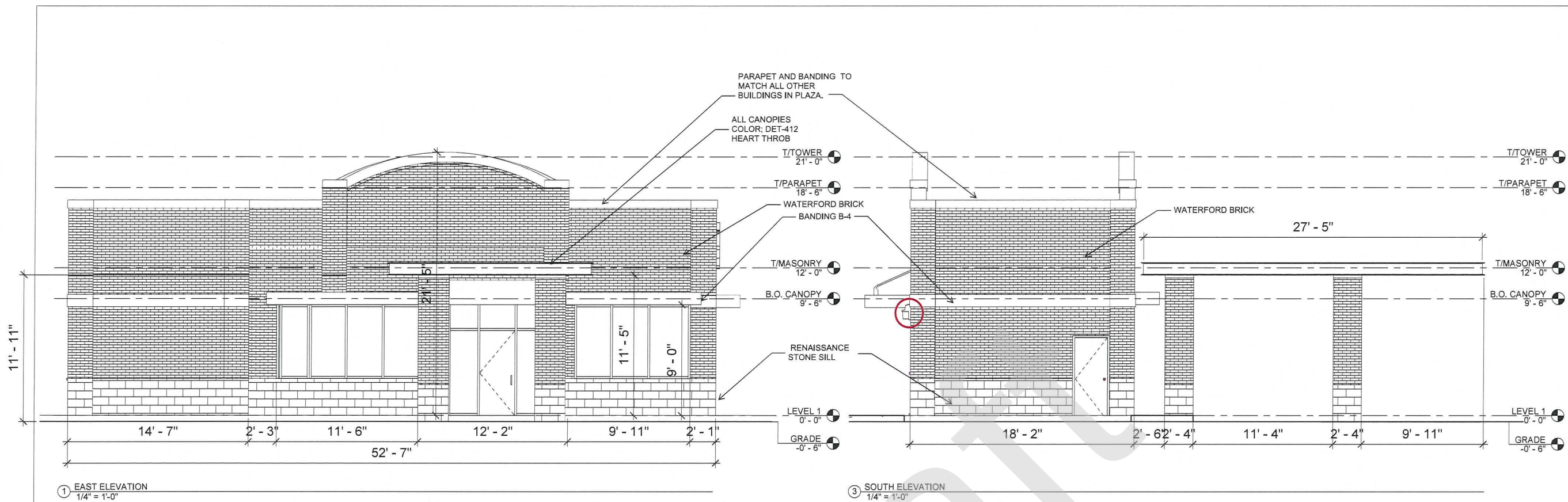
- DLC® (DesignLights Consortium Qualified) with some Premium Qualified indications. Please refer to the DLC website for specific product qualifications at [www.designlights.org](#)
- Listed to UL 8098 and CSA C22.2 247500-24 for wet locations and 40°C ambient temperatures
- 30 rated for ANSI C83.31 high vibration applications
- Future is IP66-rated
- Meets ENEC recommendations using 30 CCT configuration at 3 degrees of tilt
- This product qualifies as a "designated country construction material" per FAR §2.225 to Buy American Construction Materials under Trade Agreements effective 04/23/2020. See [Buy American Solutions](#)

WARRANTY

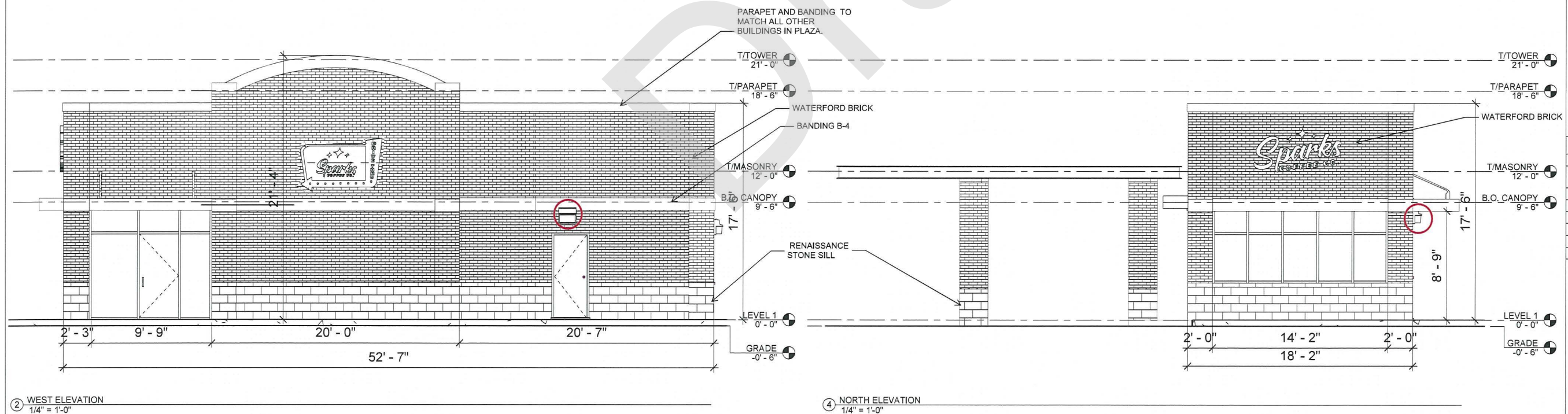
- 5-year limited warranty
- See [Hubbell Standard Warranty](#) for additional information

KEY DATA	
Lumen Range	3,300-48,000
Voltage Range	25-340
Efficacy Range (lm/W)	95-155
Estimated Life (hours)	170,000
Weight (lb./kg)	11.5-31.65/5.23

THE INTENT IS TO MATCH THE EXISTING LIGHT POLES ELSEWHERE IN THE PUD. IF THE PUD OWNER CHANGES SUCH LIGHTING DESIGN, WITH FRANKFORT APPROVAL, DURING OR BEFORE OUR PROJECT COMPLETION, WE WOULD LIKE TO MATCH THE NEW UPDATED LIGHTING



NOTES:
REFER TO SIGN PACKAGE FOR EXACT SIGN DETAILS
NO WALL-MOUNTED LIGHTS ARE PROPOSED, PER EMAIL FROM ARCHITECT



No.	Description	Date
1	CONCEPT	2/14/2022
2	STAFF RVW LETTER	6/14/2022
3	STAFF RESPONSE	8/30/2022

Exterior Elevations

A300

Scale 1/4" = 1'-0"



KEYSTONE
PLANNING+DESIGN
KEYSTONE
CONSTRUCT, LLC
418 Clinton Pl., River Forest, IL 60305
KeystonePlanningDesign.com

DRIVE-THRU COFFEE DEVELOPMENT

Frankfort, IL 60423

No.	Description	Date
	STAFF RVW LETTER	6/14/2022
	STAFF RESPONSE	8/30/2022

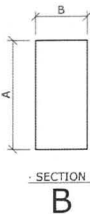
IFZ UPDATED
ELEVATIONS

A299 IFZ

Scale

COPYRIGHT KEYSTONE PLANNING + DESIGN, LLC (KP+D) 2020

BANDING



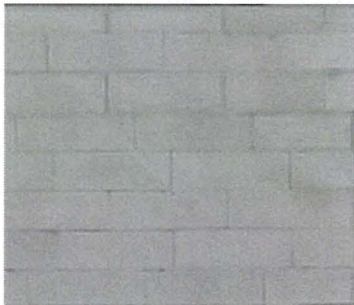
PRODUCT NUMBER	A (HEIGHT)	B (WIDTH)	STOCK LENGTH
B-1	3 15/16"	3 5/8"	47 5/8"
B-2	5"	3 5/8"	47 5/8"
B-3	7 5/8"	3 5/8"	47 5/8"
B-4	10 1/4"	3 5/8"	47 5/8"
B-5	15 5/8"	3 5/8"	47 5/8"
B-21	2 15/16"	2"	23 5/8"
B-22	5"	2"	23 5/8"
B-23	7 5/8"	2"	23 5/8"
B-24	10 1/4"	2"	23 5/8"
B-26	15 5/8"	2"	23 5/8"
B-43	7 5/8"	4 5/8"	47 5/8"



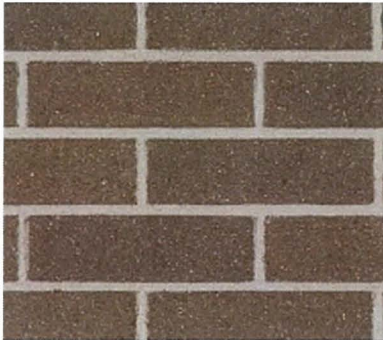
Black Sand



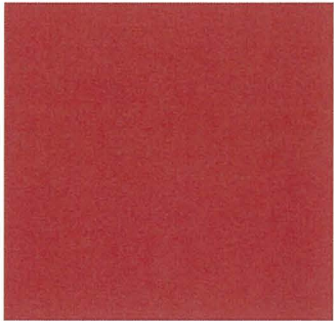
BLACK (ALUMINUM) FENCE 36" H



RENAISSANCE MASONRY SILL STONE-06



WATERFORD BRICK E-01 (BRICK)



DET-412-HEART THROB



DARK BRONZE STOREFRONT

9/11/2023 2:18:05 PM

NOTE: NO WALL-MOUNTED LIGHTS ARE PROPOSED, PER EMAIL FROM ARCHITECT



KEYSTONE
PLANNING+DESIGN
KEYSTONE
CONSTRUCT, LLC
418 Clinton Pl., River Forest, IL 60305
KeystonePlanningDesign.com

DRIVE-THRU COFFEE DEVELOPMENT
Frankfort, IL 60423

No.	Description	Date
STAFF RVW		5/28/2022

RENDERINGS

XA000

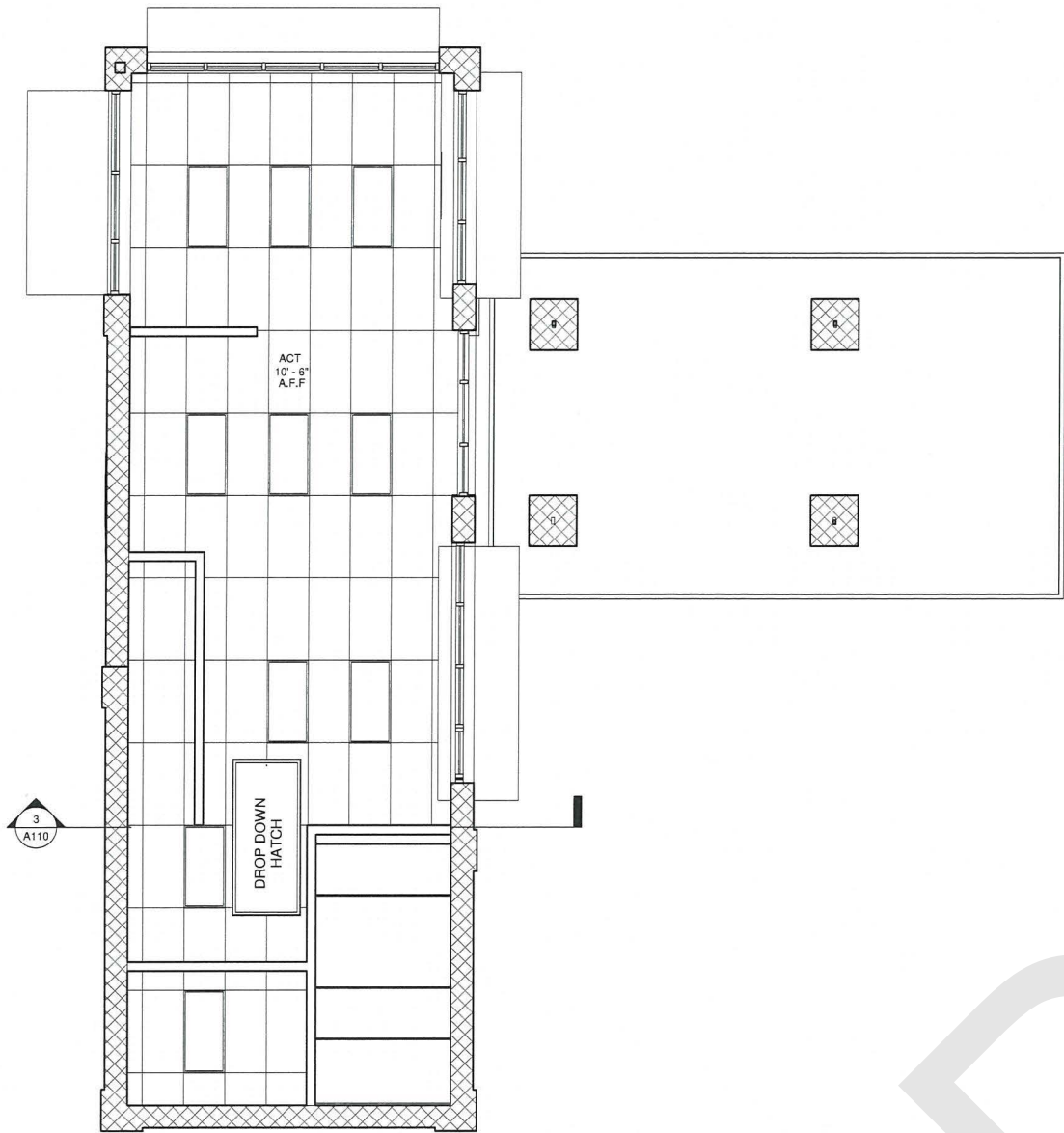
Scale

No.	Description	Date
CONCEPT		2/14/2022
STAFF RVW LETTER		6/14/2022
STAFF RESPONSE		8/30/2022

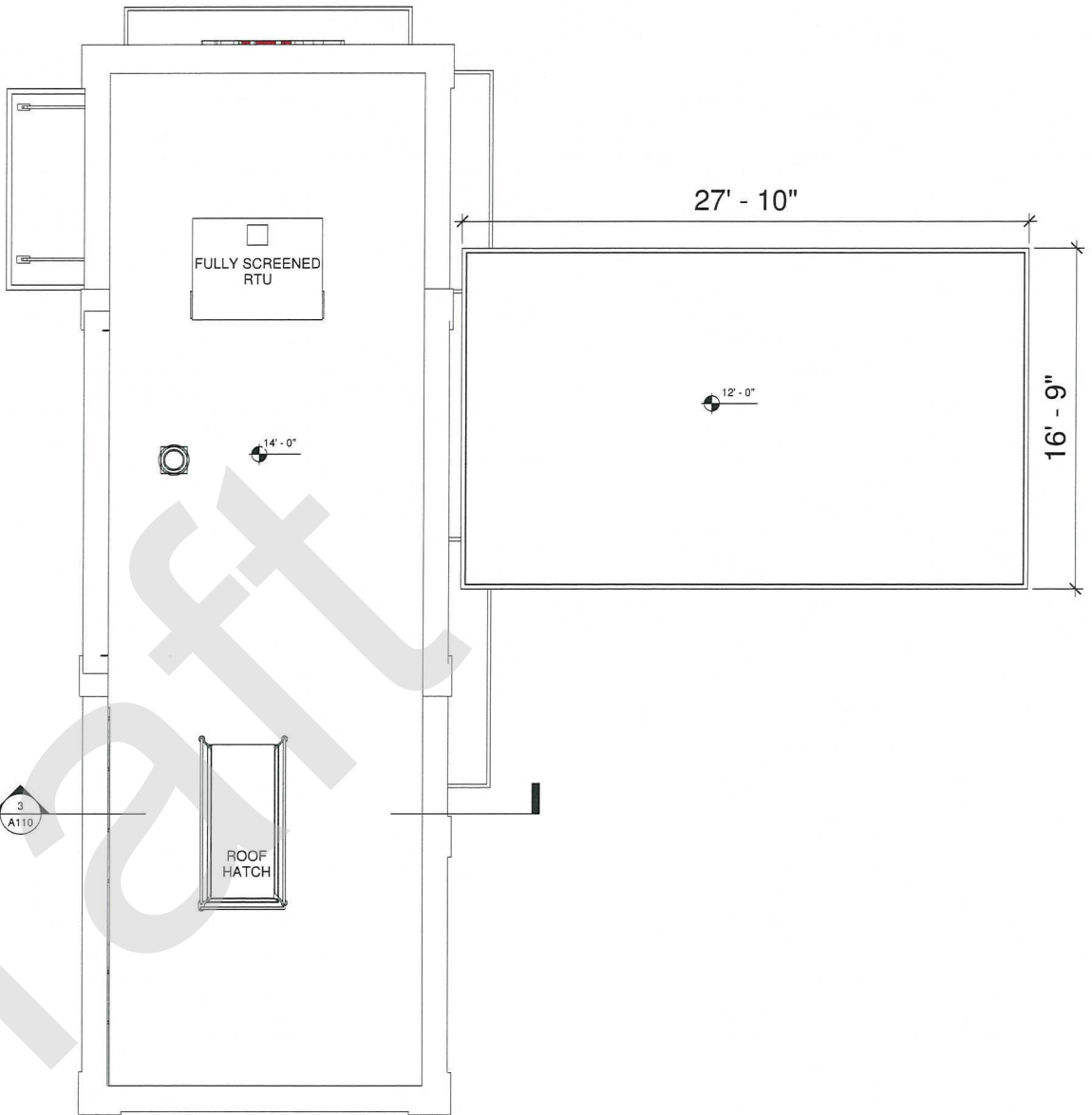
RCP + Roof Plan

A110

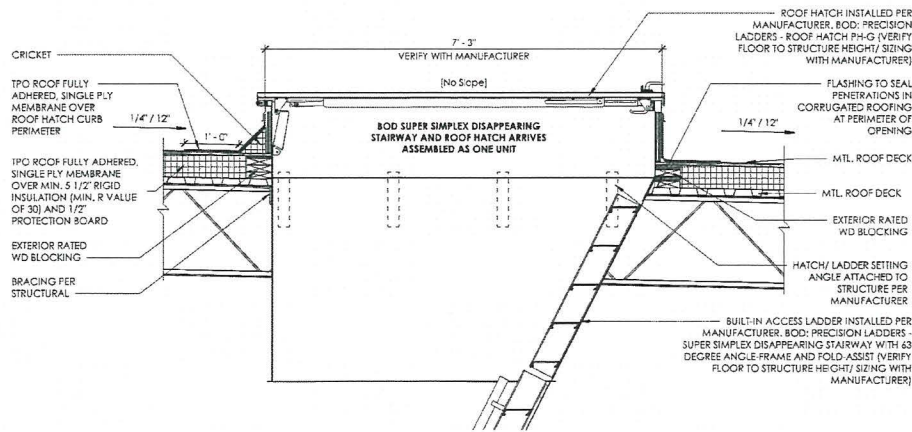
Scale As indicated



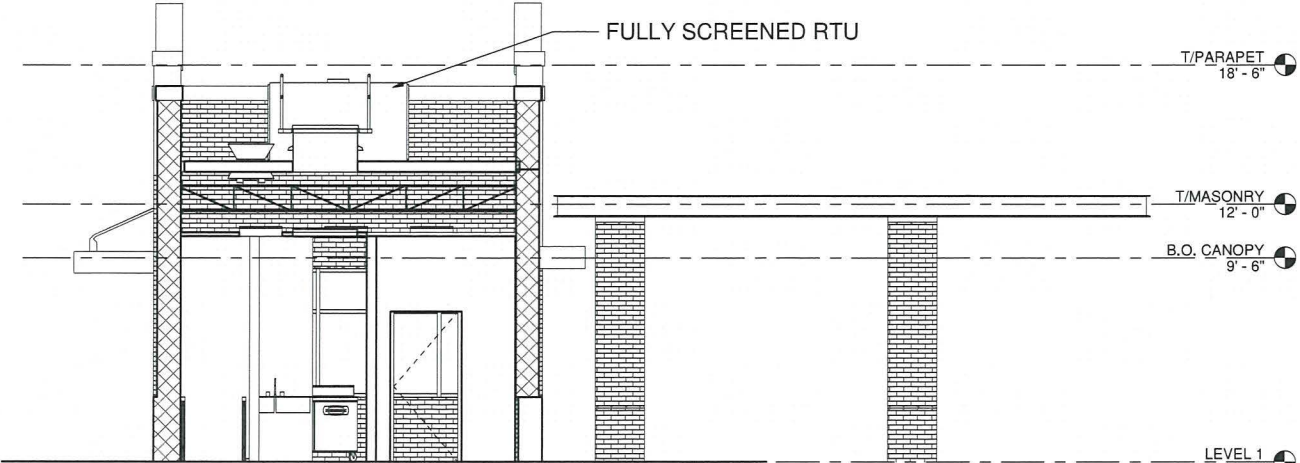
1 LEVEL 1
1/4" = 1'-0"



2 Roof Plan
1/4" = 1'-0"



4 Drop Down Hatch
12" = 1'-0"



3 RTU SCREENING
1/4" = 1'-0"

55" Double Samsung Digital Menu Board

Designed for your digital signage application

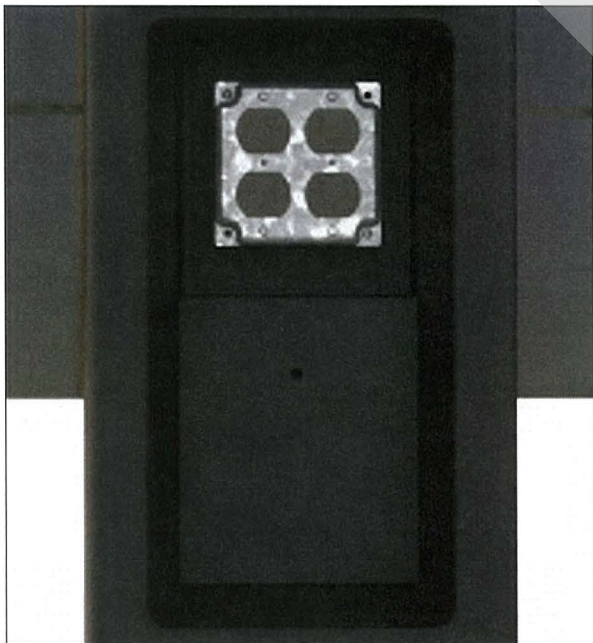


QSRDMB255

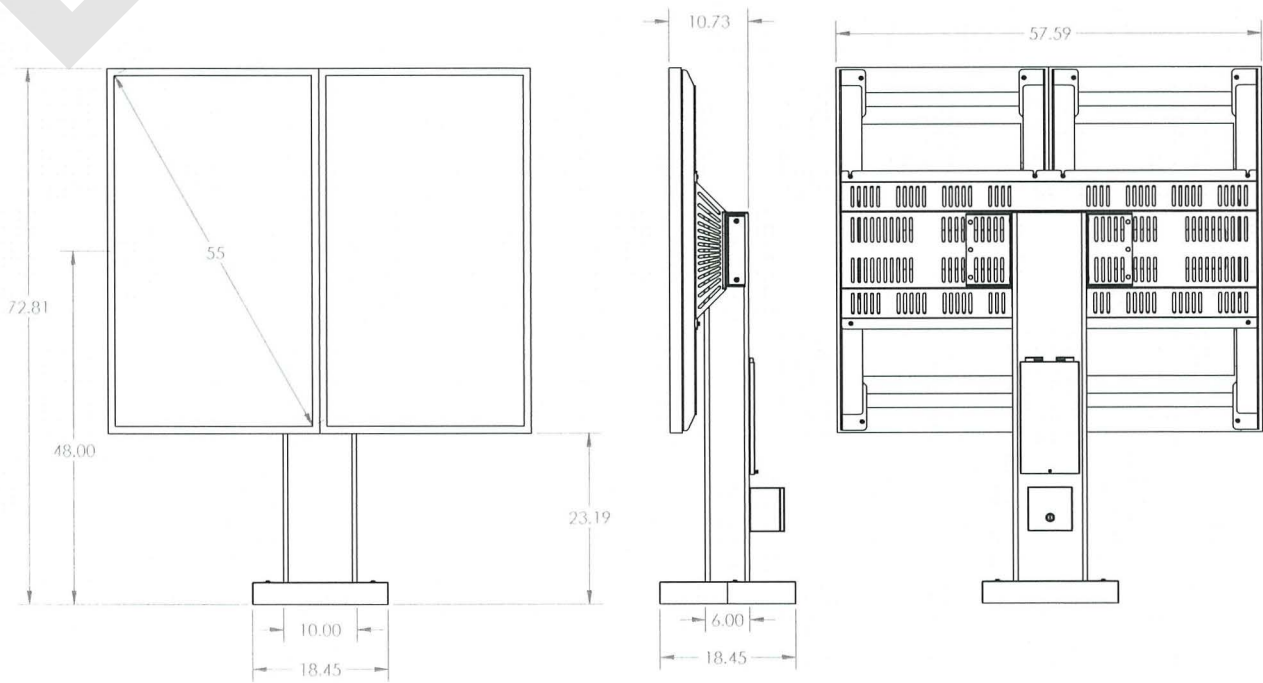
The PDG QSRDMB255 is made for the QSR industry and supports (2) Samsung 55" OHF displays. This digital drive thru menu board is rated for temperatures of -20f to 122f and is wind load rated up to 140 mph. This system is unique in that there are no custom designed display cabinets. The Samsung OHF display is already IP56 rated and does not require additional protection from the environment.

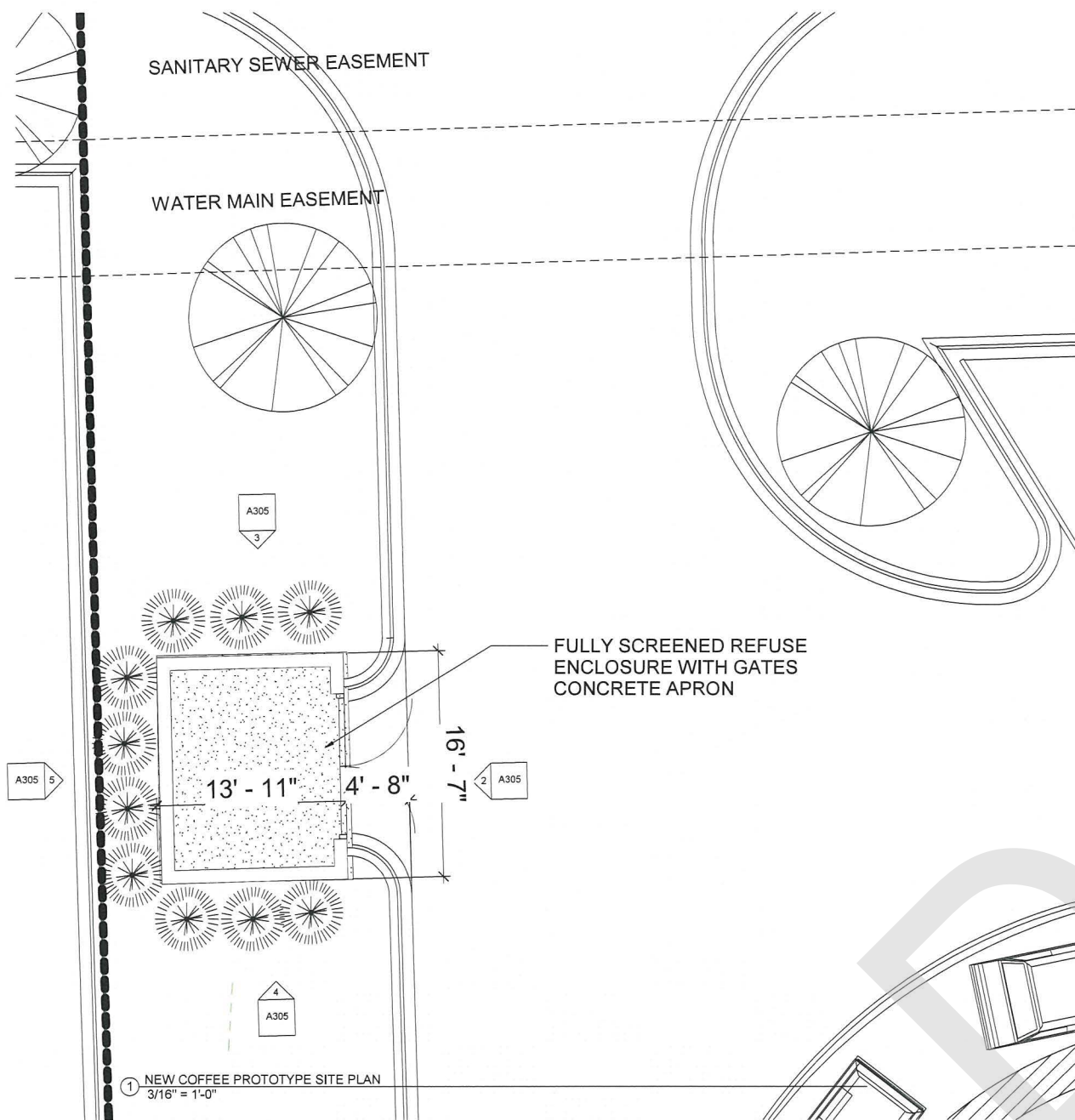
Since this solution is a digital board mount you can buy the display or PDG can purchase IT if that is preferred. PDG stocks this solution and can ship in (24) hours.

Constructed using 7 GA. high impact steel braces and ¼" thick walled tubing which will insure longevity and years of use. This DMB solution is first primed with a zinc rich primer and can be painted virtually any color you want. For high traffic areas there is an optional front cover bumper housing available.

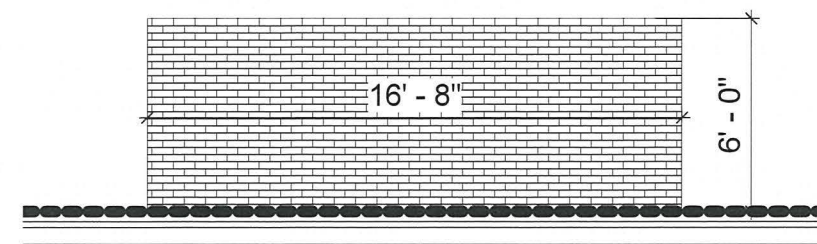
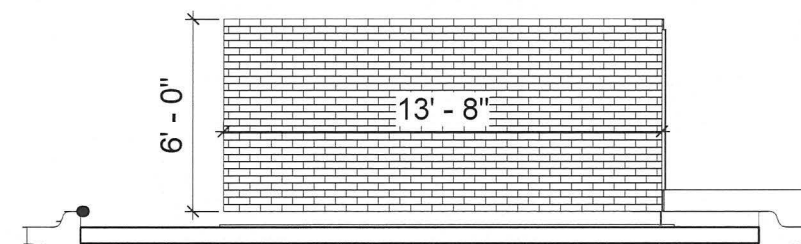
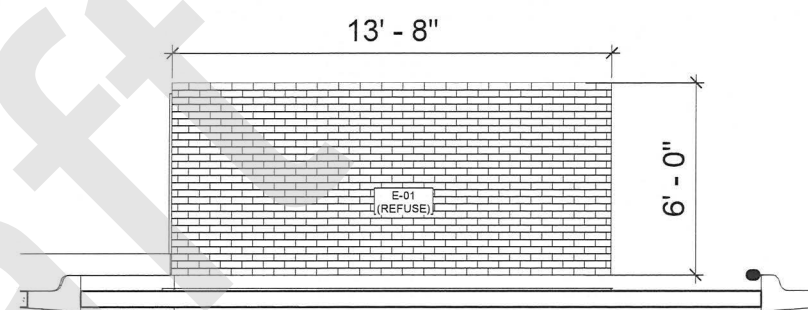
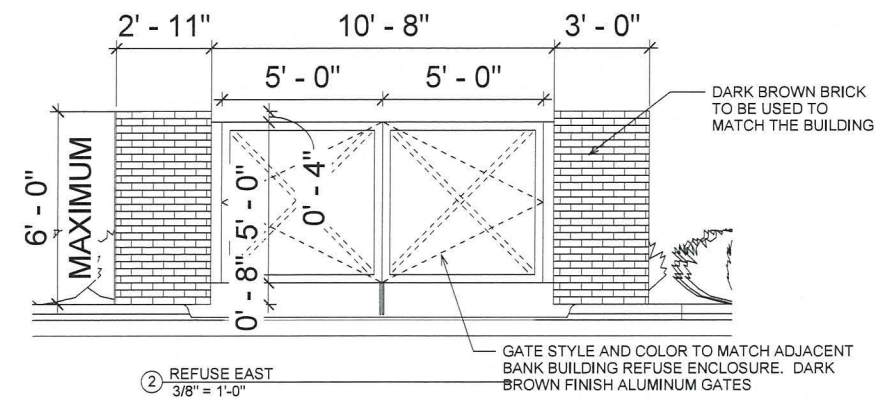


This solution comes equipped with a 4-outlet quad box and a Zero Surge model OEM6-20W-120 power filter. With this fully designed system surge issues are a thing of the past.





EXAMPLE NEIGHBORING REFUSE ENCLOSURE



No.	Description	Date
1	ORIGINAL PLAN	10/22/2021
2	REVISED	11/10/2021
3	CONCEPT	2/14/2022
4	STAFF RVW	5/28/2022
5	STAFF RVW LETTER	6/14/2022
6	STAFF RESPONSE	8/30/2022

SITE REFUSE
ENCLOSURE
ELEVATIONS

A305

Scale As indicated

RECEIVED 9.22.23



EXTERIOR SIGNAGE PACKAGE

v7 2023

NOTE: REFER TO BUILDING ELEVATION DRAWINGS FOR EXACT BUILDING ELEVATIONS



**CORPORATE
IDENTIFICATION
SOLUTIONS**

CUSTOMER
SPARKS COFFEE CO

SITE NUMBER
N/A

LOCATION
FRANKFORT, IL

ACCOUNT REP
MIKE SHELLY

DRAWN BY
GC

DATE
09/20/23

REVISION
07

SCALE
NTS

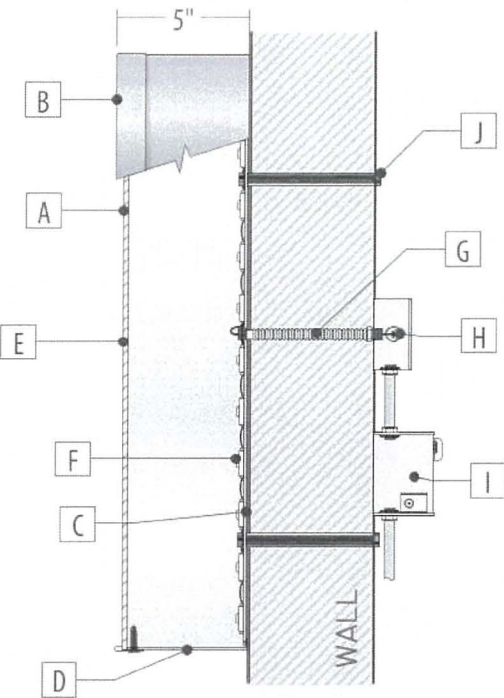
CORPORATE ID SOLUTIONS
5563 N ELSTON AVE.
CHICAGO, IL 60630
P: 773-763-9600 | F: 773-763-9606
CORPORATEIDSOLUTIONS.COM

CUSTOMER ACCEPTANCE

THIS DRAWING IS THE PROPERTY OF CORPORATE IDENTIFICATION SOLUTIONS, INC., CHICAGO, IL, AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. THIS DRAWING IS TRANSFERRED TO THE CUSTOMERS AND SUPPLIERS OF CORPORATE IDENTIFICATION SOLUTIONS, INC. BY WAY OF LOAN. THIS DRAWING MAY NOT BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, NOR MAY IT OR THE INFORMATION IT CONTAINS BE DISCLOSED OR TRANSFERRED TO ANY OTHER PARTY OR PERSONS WITHOUT THE PRIOR WRITTEN CONSENT OF CORPORATE IDENTIFICATION SOLUTIONS, INC.

SIGNATURE _____ DATE _____

ILLUMINATED CHANNEL LETTERS



SIDE DETAIL

CHANNEL LETTER - FACE & HALO LIT

- A White acrylic faces with (2) color 3M translucent vinyl decoration
- B 1" jewelrite trim cap painted black
- C clear acrylic back
- D .040 aluminum returns painted (1) Black
- E Interior painted reflective white
- F White LED illumination
- G U.L. listed conduit as per code
- H U.L. listed housing (splice point if needed)
- I Power supply (120v typ.)
- J 5/16" min. all thread thru bolts



CORPORATE
IDENTIFICATION
SOLUTIONS

CUSTOMER
SPARKS COFFEE CO

SITE NUMBER
N/A

LOCATION
FRANKFORT, IL

ACCOUNT REP
MIKE SHELLY

DRAWN BY
GC

DATE
09/20/23

REVISION
07

SCALE
NTS

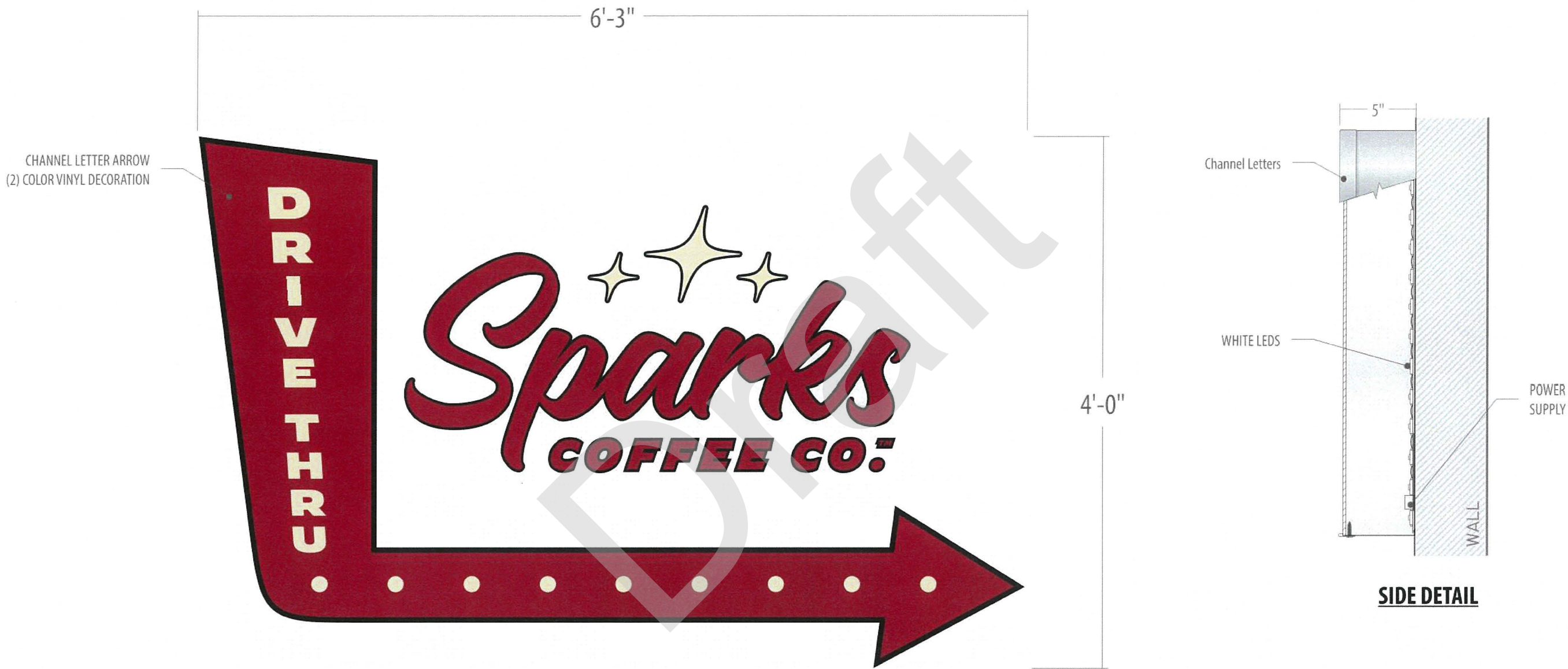
CORPORATE ID SOLUTIONS
5563 N ELSTON AVE.
CHICAGO, IL 60630
P: 773-763-9600 | F: 773-763-9606
CORPORATEIDSOLUTIONS.COM

CUSTOMER ACCEPTANCE

THIS DRAWING IS THE PROPERTY OF CORPORATE IDENTIFICATION SOLUTIONS, INC., CHICAGO, IL, AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. THIS DRAWING IS TRANSFERRED TO THE CUSTOMERS AND SUPPLIERS OF CORPORATE IDENTIFICATION SOLUTIONS, INC. BY WAY OF LOAN. THIS DRAWING MAY NOT BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, NOR MAY IT OR THE INFORMATION IT CONTAINS BE DISCLOSED OR TRANSFERRED TO ANY OTHER PARTY OR PERSONS WITHOUT THE PRIOR WRITTEN CONSENT OF CORPORATE IDENTIFICATION SOLUTIONS, INC.

SIGNATURE _____ DATE _____

ILLUMINATED CHANNEL LETTERS



CORPORATE
IDENTIFICATION
SOLUTIONS

CUSTOMER
SPARKS COFFEE CO

SITE NUMBER
N/A

LOCATION
FRANKFORT, IL

ACCOUNT REP
MIKE SHELLY

DRAWN BY
GC

DATE
09/20/23

REVISION
07

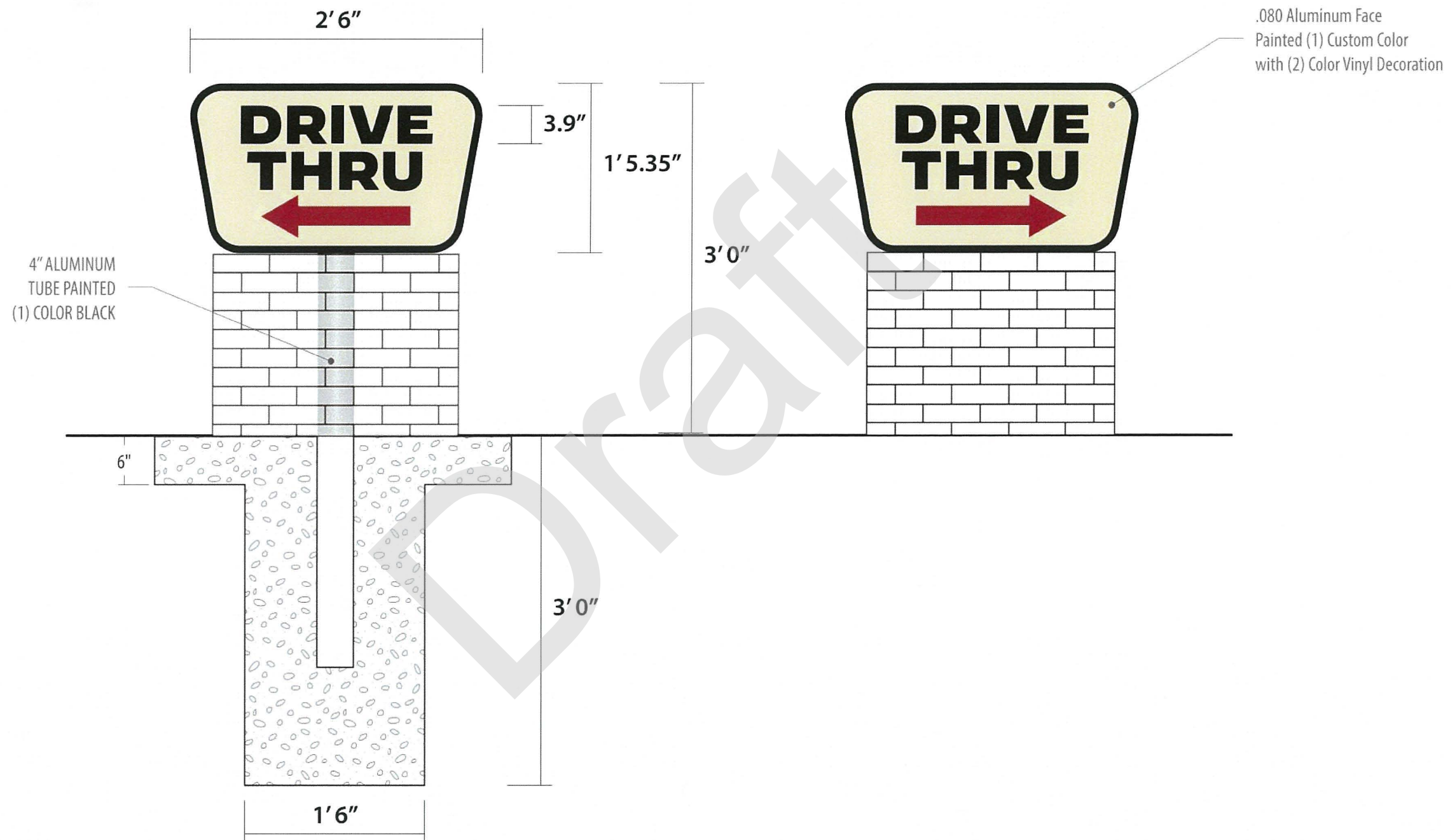
SCALE
NTS

CORPORATE ID SOLUTIONS
5563 N ELSTON AVE.
CHICAGO, IL 60630
P: 773-763-9600 | F: 773-763-9606
CORPORATEIDSOLUTIONS.COM

CUSTOMER ACCEPTANCE
THIS DRAWING IS THE PROPERTY OF CORPORATE IDENTIFICATION SOLUTIONS, INC., CHICAGO, IL, AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. THIS DRAWING IS TRANSFERRED TO THE CUSTOMERS AND SUPPLIERS OF CORPORATE IDENTIFICATION SOLUTIONS, INC BY WAY OF LOAN. THIS DRAWING MAY NOT BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, NOR MAY IT OR THE INFORMATION IT CONTAINS BE DISCLOSED OR TRANSFERRED TO ANY OTHER PARTY OR PERSONS WITHOUT THE PRIOR WRITTEN CONSENT OF CORPORATE IDENTIFICATION SOLUTIONS, INC.
SIGNATURE _____ DATE _____

DRIVE THRU DIRECTIONAL – NON-ILLUMINATED

DOUBLE SIDED NON-ILLUMINATED DIRECTIONAL SIGNS



NOTES:

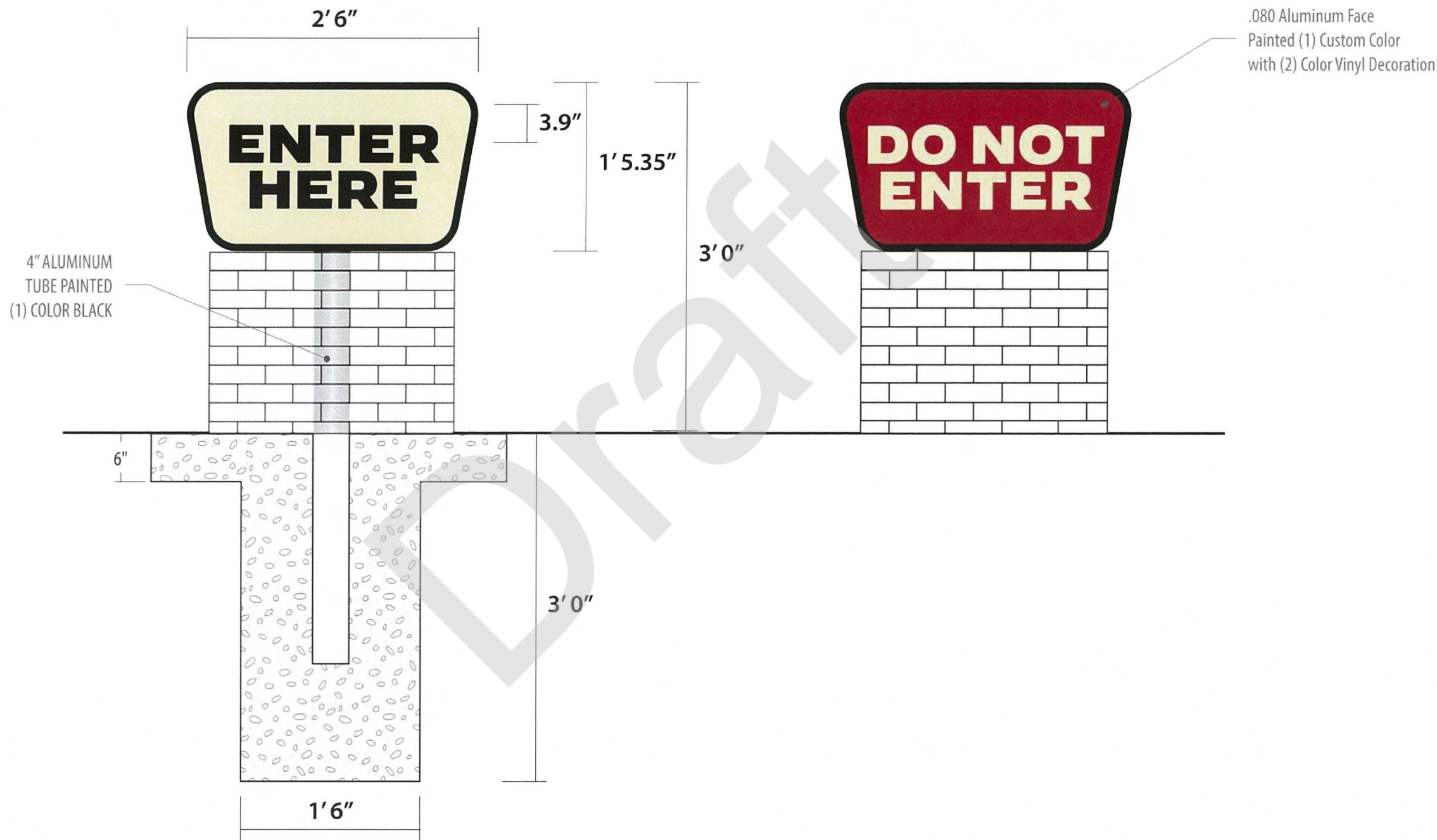
RED COLOR FOR ARROW TO BE PMS 187
OR SIMILAR. BACKGROUND COLOR TO BE PMS DS 5-7C
DO NOT STRETCH ARTWORK TO FIT – ENLARGE PROPORTIONATELY



**CORPORATE
IDENTIFICATION
SOLUTIONS**

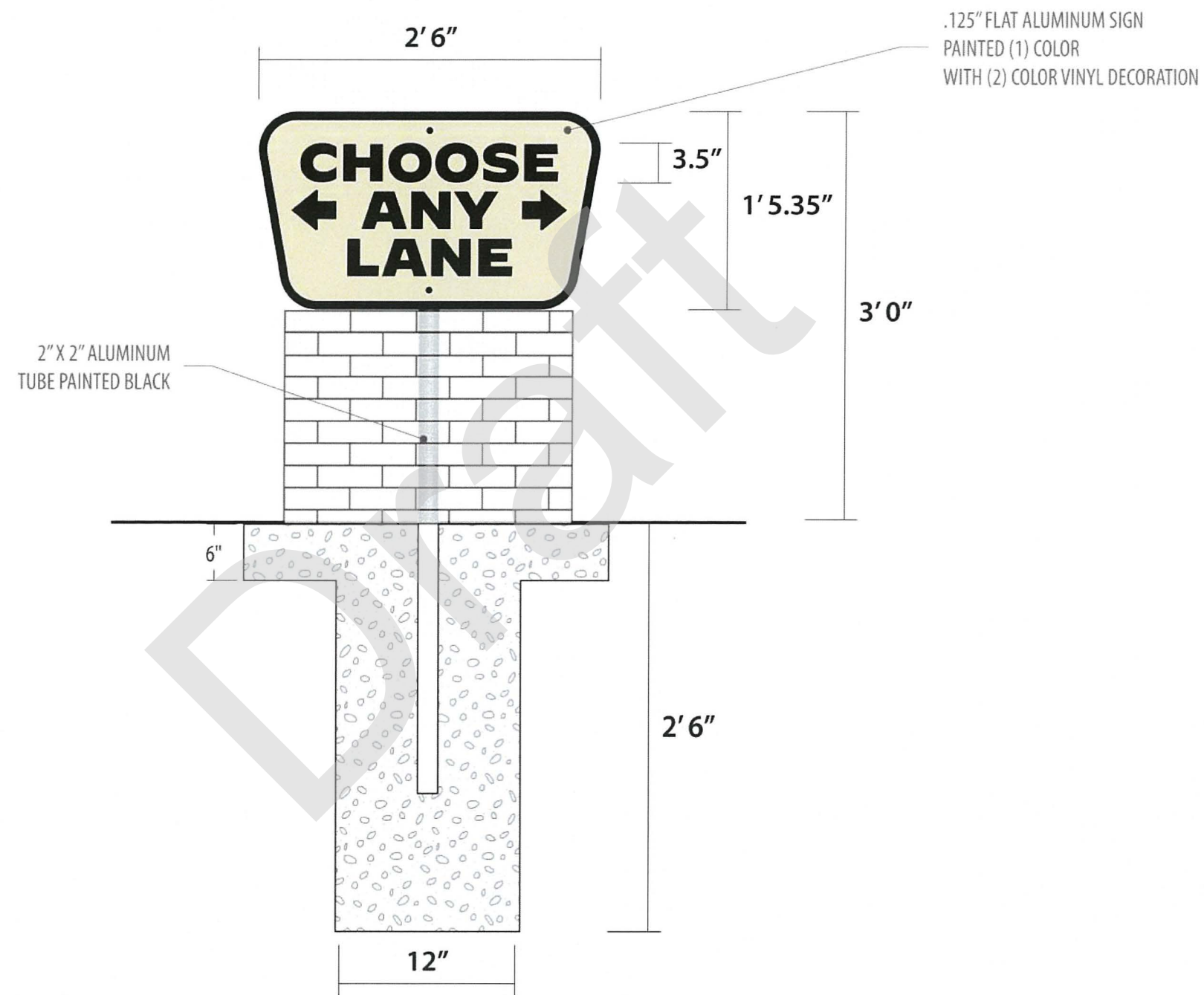
CUSTOMER	LOCATION	DRAWN BY	REVISION	CORPORATE ID SOLUTIONS	CUSTOMER ACCEPTANCE
SPARKS COFFEE CO	FRANKFORT, IL	GC	07	5563 N ELSTON AVE. CHICAGO, IL 60630 P: 773-763-9600 F: 773-763-9606 CORPORATEIDSOLUTIONS.COM	THIS DRAWING IS THE PROPERTY OF CORPORATE IDENTIFICATION SOLUTIONS, INC., CHICAGO, IL, AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. THIS DRAWING IS TRANSFERRED TO THE CUSTOMERS AND SUPPLIERS OF CORPORATE IDENTIFICATION SOLUTIONS, INC BY WAY OF LOAN. THIS DRAWING MAY NOT BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, NOR MAY IT OR THE INFORMATION IT CONTAINS BE DISCLOSED OR TRANSFERRED TO ANY OTHER PARTY OR PERSONS WITHOUT THE PRIOR WRITTEN CONSENT OF CORPORATE IDENTIFICATION SOLUTIONS, INC.
SITE NUMBER	ACCOUNT REP	DATE	SCALE		SIGNATURE
N/A	MIKE SHELLY	09/20/23	NTS		DATE

ENTER & DO NOT ENTER DIRECTIONAL – NON-ILLUMINATED
DOUBLE SIDED NON-ILLUMINATED DIRECTIONAL SIGNS



NOTES:
RED COLOR FOR ARROW TO BE PMS 187
OR SIMILAR. BACKGROUND COLOR TO BE PMS DS 5-7C
DO NOT STRETCH ARTWORK TO FIT – ENLARGE PROPORTIONATELY

DRIVE THRU LANE CHOICE – SINGLE SIDED NON-ILLUMINATED
QTY (1) SINGLE SIDED NON-ILLUMINATED INFOMATIONAL SIGN



NOTES:
BACKGROUND COLOR TO BE PMS DS 5-7C
DO NOT STRETCH ARTWORK TO FIT – ENLARGE PROPORTIONATELY
SIGN TO BE MADE OUT OF MAX METAL 1/8"
SIGN TO BE MOUNTED ON A POLE



**CORPORATE
IDENTIFICATION
SOLUTIONS**

CUSTOMER
SPARKS COFFEE CO
SITE NUMBER
N/A

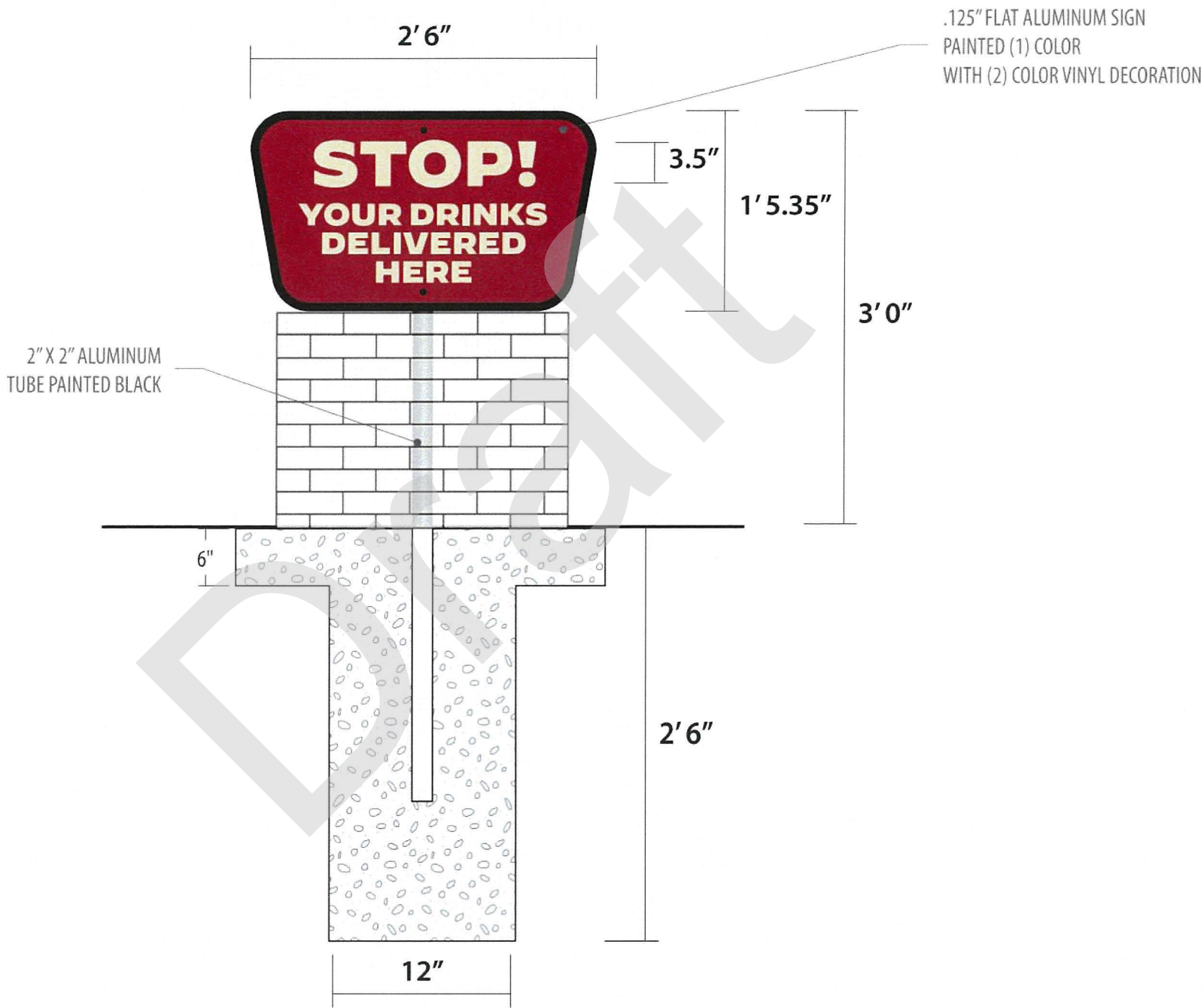
LOCATION
FRANKFORT, IL
ACCOUNT REP
MIKE SHELLY

DRAWN BY
GC
DATE
09/20/23
REVISION
07
SCALE
NTS

CORPORATE ID SOLUTIONS
5563 N ELSTON AVE.
CHICAGO, IL 60630
P: 773-763-9600 | F: 773-763-9606
CORPORATEIDSOLUTIONS.COM

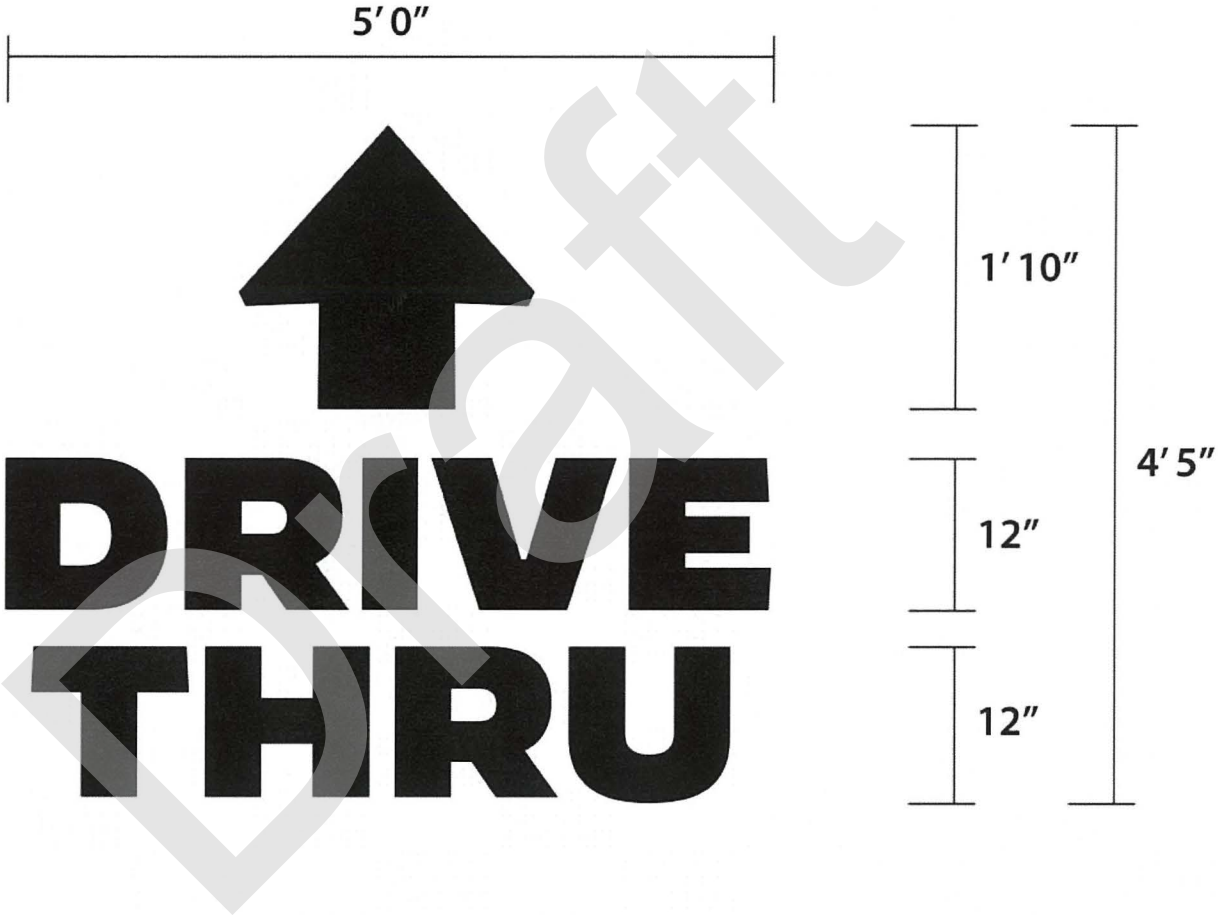
CUSTOMER ACCEPTANCE
THIS DRAWING IS THE PROPERTY OF CORPORATE IDENTIFICATION SOLUTIONS, INC., CHICAGO, IL, AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. THIS DRAWING IS TRANSFERRED TO THE CUSTOMERS AND SUPPLIERS OF CORPORATE IDENTIFICATION SOLUTIONS, INC. BY WAY OF LOAN. THIS DRAWING MAY NOT BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, NOR MAY IT OR THE INFORMATION IT CONTAINS BE DISCLOSED OR TRANSFERRED TO ANY OTHER PARTY OR PERSONS WITHOUT THE PRIOR WRITTEN CONSENT OF CORPORATE IDENTIFICATION SOLUTIONS, INC.
SIGNATURE _____ **DATE** _____

DRIVE THRU STOP SIGN – SINGLE SIDED NON-ILLUMINATED
QTY (1) SINGLE SIDED NON-ILLUMINATED INFOMATIONAL SIGN



NOTES:
BACKGROUND COLOR TO BE PMS DS 5-7C
DO NOT STRETCH ARTWORK TO FIT – ENLARGE PROPORTIONATELY
SIGN TO BE MADE OUT OF MAX METAL 1/8"
SIGN TO BE MOUNTED ON A POLE

DRIVEWAY LETTERING



NOTES:
ARROW & LETTERING TO BE PAINTED WHITE ON BLACK ASPHALT OR YELLOW ON CONCRETE

ORDINANCE NO. 34XX

AN ORDINANCE GRANTING MULTIPLE ZONING VARIANCES TO CERTAIN PROPERTY LOCATED WITHIN THE LIMITS OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS (RUZICH RESIDENCE – 108 WALNUT STREET)

WHEREAS, an application for certain variances for real property within the Village of Frankfort, legally described below, was filed by Sleeman Construction, Inc. Applicant and Owner, Frankfort, Illinois 60423; and

WHEREAS, the Subject Property, commonly known as 108 Walnut Street, is currently zoned R-2, Single Family Residential District; and

WHEREAS, the Owner proposes to tear down the existing single-family home and construct a new single-family home on the Subject Property; and

WHEREAS, the Owner requests the granting of six variations to accommodate the construction of the proposed single-family home on the Subject Property: front yard setback; side yard setback (north); side yard setback (south); maximum lot coverage; impervious lot coverage; and first floor building materials; and

WHEREAS, a timely Notice of a Public Hearing before the Plan Commission/Zoning Board of Appeals of the Village of Frankfort was published in the *Daily Southtown* newspaper announcing a Public Hearing on the Owner's application for certain zoning variances for the Subject Property; and

WHEREAS, at a time and place designated in such published notice, a Public Hearing was held before the Village of Frankfort Plan Commission/Zoning Board of Appeals on the Owner's application for certain zoning variances for the Subject Property; and

WHEREAS, the Board of Trustees found, based upon evidence presented to it:

1. That the Subject Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in an R-2 zoning district.
2. That the plight of the Owner is due to unique circumstances; and
3. That the variations will not alter the essential character of the locality, and that the requested zoning variances should be granted.

WHEREAS, the legal description of the Subject Property at the time of the filing of the variance application is as follows:

PIN: 19-09-28-211-006-0000

LOT 3, EXCEPT THE SOUTH 3 FEET OF THE WEST 40 FEET THEREOF, IN BLOCK 8 IN THE ORIGINAL TOWN OF FRANKFORT, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 1856 IN BOOK 43, PAGE 168, AS DOCUMENT NO. 228771, IN WILL COUNTY, ILLINOIS.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1. VARIANCES

That the requirements imposed under the R-2 zoning classification of the Village of Frankfort Zoning Ordinance are hereby varied for the above-described Subject Property, located at 108 Walnut Street, as follows:

1. Front yard setback variance from 30' to 21.8'
2. Side yard setback variance (north) from 10' to 8.5'
3. Side yard setback variance (south) from 10' to 4.9'
4. Maximum lot coverage variance from 20% to 36.7%
5. Impervious lot coverage variance from 40% to 45.2%
6. First floor building materials variance from the masonry requirement to non-masonry siding (LP Smart Siding)

All variances are granted to permit the construction of a single-family home on the Subject Property, in accordance with the reviewed plans, public testimony, Findings of Fact, and conditioned upon preserving the two existing trees within the right-of-way of Walnut Street, A/C unit or any mechanical equipment to be located in the rear yard only, and a cobblestone walkway from the public sidewalk to the home and carried through porch.

SECTION 2. REPEAL OF CONFLICTING PROVISIONS

All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 3. SEVERABILITY

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 4. EFFECTIVE DATE

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

PASSED this __ day of ____, 2023; with __ members voting AYE; __ members voting NAY; and __ members absent; the Village President not voting; with __ members abstaining and said vote being:

ADAM BORRELLI

—

MICHAEL LEDDIN

—

JESSICA PETROW

—

MAURA A. RIGONI

—

DANIEL ROSSI

—

EUGENE SAVARIA

—

KATIE SCHUBERT
VILLAGE CLERK

APPROVED this __ day of ____, 2023.

KEITH OGLE
VILLAGE PRESIDENT

ATTEST:

KATIE SCHUBERT
VILLAGE CLERK

Memo

To: Village Board
From: Christopher Gruba, Senior Planner
Date: October 2, 2023
Re: 108 Walnut – Ruzich Residence

On September 14, 2023, a PC/ZBA public hearing was held for a proposed new house at 108 Walnut Street, requiring 6 variations. At that time, the PC/ZBA provided the following recommendations of approval. A favorable recommendation requires 4 affirmative votes. The conditions of approval have been listed for each:

1. Front Yard Setback: 21.8' proposed, 30' required (6 ayes – 0 nays)
 - a) Condition: Preserving the 2 existing street trees within the right-of-way of Walnut Street (between the public sidewalk and the curb of Walnut Street)
2. Side Yard Setback (north): 8.5' proposed, 10' required (6 ayes – 0 nays)
3. Side Yard Setback (south): 4.9' proposed, 10' required (6 ayes – 0 nays)
 - a) Condition: The A/C unit or any mechanical equipment shall be located within the rear yard only and not within either side yard.
4. Max Lot Coverage: 36.7% proposed, 20% permitted (5 ayes – 1 nays)
5. Max Impervious Lot Coverage: 45.2% proposed, 40% permitted (4 ayes – 2 nays)
6. Building Materials: Non-masonry siding proposed, full masonry siding on 1st floor required
 - a) Condition: The walkway from the public sidewalk to the house should be cobblestone, and this cobblestone should be carried into the floor of the front porch.

The above conditions have been added to the plans for review and final action by the Village Board.



MINUTES

MEETING OF VILLAGE OF FRANKFORT PLAN COMMISSION / ZONING BOARD OF APPEALS

September 14, 2023 –VILLAGE ADMINISTRATION BUILDING

432 W. NEBRASKA STREET

Call to Order: Chair Schaeffer called the meeting to order at 6:30 PM

Commissioners Present: Nichole Schaeffer (Chair), Will Markunas, Dan Knieriem, Brian James, Jessica Jakubowski, David Hogan

Commissioners Absent: Johnny Morris

Staff Present: Senior Planner Christopher Gruba, Planner Amanda Martinez

Elected Officials Present: None

A. Non-Public Hearing: Plat of Resubdivision of Lots 2 and 3 in Iron Gate Estates

Amanda Martinez presented the staff report.

Chair Schaeffer asked the applicant if they would like to add any additional information. The applicant did not have any additional information or comments to make.

Chair Schaeffer asked the Commissioners if they had any initial comments or concerns. Hearing none, Chair Schaeffer asked for a motion.

Motion (#2): Recommend the Village Board approve the proposed Plat of Resubdivision, which consolidates Lots 2 & 3 in Iron Gate Estates Subdivision, subject to staff approval of any necessary technical revisions prior to recording.

Motion by: Knieriem

Seconded by: Markunas

Approved: (6-0)

B. Public Hearing: 108 Walnut Street – Ruzich Residence (Ref#104) Public Hearing continued from PC/ZBA meeting on September 7, 2023

Christopher Gruba presented the staff report.

Chair Schaeffer asked if the applicants would like to approach the podium.

Jim Sleeman, general contractor, and Gabe Garcia, architect, approached the podium. Jim added that they had reduced one foot from the back of the house since the previous workshop.

Commissioner Knieriem asked if the applicants received feedback from neighbors of the subject property.

Jim Sleeman responded that they had talked to about 8 of the surrounding neighbors and that the neighbors did not have any problems with the proposed plans.

Commissioner James asked staff if the new revisions were accounted into the calculation for the impervious lot coverage.

Christopher Gruba responded yes.

Jim Sleeman added that in this case the porch is also factored into the lot coverage calculation.

Chair Schaeffer suggested that the Commission go through and provide input on each variation.

Commissioners had discussion about the front yard setback and agreed that if the proposed home aligns with the other homes on Walnut Street, they do not see an issue with the variation request for the front yard setback.

Commissioners had discussion about the existing side yard setback and the proposed side yard setback and agreed that the proposed setback is better than the existing one and that they appreciate the applicant making a shift since the last workshop to accommodate the Fire District's feedback.

Commissioner Markunas stated that there was a request at the workshop this case was previously presented at to tie the proposed home's gutters into the storm drain.

Jim Sleeman responded that after the previous workshop, he called Terry Kestel, Superintendent of Public Works, and he was advised that there are no storm drains by the house to be able to tie the gutters into.

Chair Schaeffer stated that the storm sewers are located more to the east. She thanked the applicant for discussing the situation with Terry Kestel and asked staff if there have been any drainage issues in the area.

Christopher Gruba responded that he deferred to Public Works and was told there are not any drainage issues known to be common in the immediate area of the home.

Commissioner Knieriem stated that if the Village is confident that there are no drainage issues in the area, then he is willing to give it a pass, but he would hate to make a problem area worse.

Chair Schaeffer asked if the alley was paved or gravel.

Christopher Gruba responded that the alley is gravel.

Jim Sleeman added that two other lots have the alley paved, but the subject property and the adjacent property have the gravel part of the alley. He stated that he would want to pave the alley if he is allowed to do so.

Commissioner Knieriem suggested that the applicant ask public works first to see if the Village has a preference on the alley being paved or not.

Commissioner James asked if the garage is attached or not because per the design guidelines, the Village wants to see detached garages. He added that a detached garage would probably lead to two less variations that are being requested.

Jim Sleeman responded that the garage is being proposed as an attached garage as he is trying to keep it uniform with the other two houses nearby that he built with attached garages.

Commissioner Knieriem asked if the applicant would be willing to change the garage to be a detached garage.

Gabe Garcia stated that he would have to defer to the homeowners.

Jim Sleeman added that he would prefer to keep it as an attached garage to allow for the homeowners to have an extra parking space and to not have to ask for more variations on setbacks.

Chair Schaeffer asked if the Commissioners are fine with the proposed LP siding material.

Commissioner Jakubowski stated that she is fine with the material since it is consistent with newer homes in the area but would like to see a stone accent on the home.

Commissioner Knieriem agreed that he would like to see a stone accent on the home and suggested lining the porch, wrapping the columns, or having the front walkway be pavers.

Gabe Garcia responded that he is willing to add stone across the front porch, but that landscaping will cover up the stone.

Commissioner Knieriem asked if the applicant would consider adding cobble stone in the walkway and the porch.

Jim Sleeman responded yes, he is willing to put cobblestone in the walkway and porch.

Chair Schaeffer asked if the walkway and porch material should be a condition and asked if Commissioners desired stone anywhere else other than the walkway and porch.

Christopher Gruba responded that a condition to variation request #6 rather than tabling the project would be preferable.

Commissioner Jakubowski stated that she is fine with not having masonry in other places on the home since this is the applicant's design of their custom home.

Chair Schaeffer added that she is fine with the board and batten which breaks up the siding on the elevation.

Commissioners agreed that the proposed bump out, gabled roof, and metal awnings help take away from the boxiness of the home.

Motion (#3): Close the public hearing.

Motion by: Jakubowski Seconded by: James

Approved: (6-0)

Motion (#4): Recommend the Village Board approve the variation request to permit a front yard setback of 21.8' instead of 30', on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned upon preserving the two existing trees within the right-of-way of Walnut Street.

Motion by: Markunas Seconded by: Hogan

Approved: (6-0)

Motion (#5): Recommend the Village Board approve the variation request to permit a 8.5' north side yard setback instead of 10', on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact.

Motion by: James Seconded by: Hogan

Approved: (6-0)

Motion (#6): Recommend the Village Board approve the variation request to permit a 4.9' south side yard setback instead of 10', on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact, and conditioned upon the A/C unit or any mechanical equipment to be located in the rear yard only.

Motion by: Jakubowski Seconded by: Markunas

Approved: (6-0)

Motion (#7): Recommend the Village Board approve the variation request to permit a lot coverage of 36.7%, instead of 20%, on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact.

Motion by: Jakubowski

Seconded by: James

Approved: (5-1)

Motion (#8): Recommend the Village Board approve the variation request to permit an impervious lot coverage of 45.2%, instead of 40%, on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact.

Motion by: James

Seconded by: Hogan

Approved: (4-2)

Motion (#9): Recommend the Village Board approve the variation request to permit non-masonry siding (LP Smart Siding) on the entire 1st floor of the building, instead of masonry, on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact, and conditioned upon a cobblestone walkway from the public sidewalk to the home and carried through the porch.

Motion by: Knieriem

Seconded by: Markunas

Approved: (6-0)

C. Public Comments

There were no public comments.

D. Village Board & Committee Updates

There were no Village Board & Committee updates.

E. Other Business

There was no other business discussed.

F. Attendance Confirmation (September 28th, 2023)

Chair Schaeffer asked Commissioners to please let staff know if someone cannot attend the next meeting.

Motion (#10): Adjournment 7:45 P.M.

Motion by: Jakubowski

Seconded by: Hogan

The motion was unanimously approved by voice vote (6-0).

Approved September 28th, 2023

As Presented _____ As Amended X

Nichie Schaeffer /s/ Nichie Schaeffer, Chair

Christopher Daulton /s/ Secretary

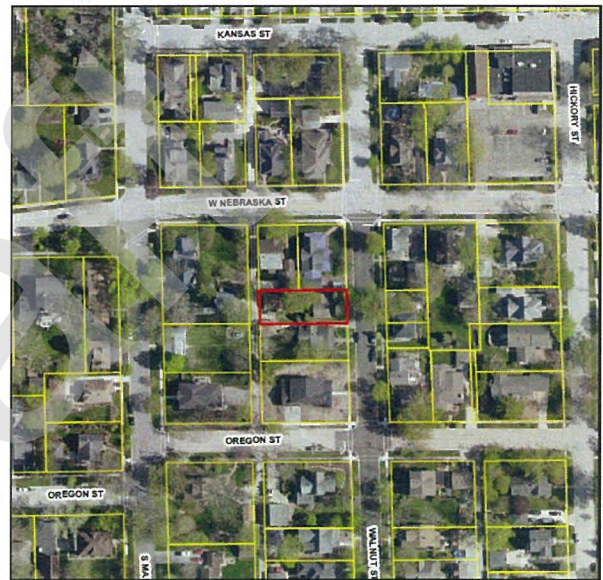
Draft

Project: Ruzich Residence
Meeting Type: Public Hearing
Request: 6 Variations related to the tear down/rebuild of a single-family home
Location: 108 Walnut Street
Applicant: Jim Sleeman
Prop. Owner: Sleeman Construction, Inc.
Representative: Jim Sleeman
Staff Reviewer: Christopher Gruba, Senior Planner

Site Details

Lot Size: 6,376 sq. ft.
PIN(s): 19-09-28-211-006-0000
Existing Zoning: R-2
Proposed Zoning: N/A
Buildings / Lots: 1 house w/ attached garage
Proposed house: 2,801 sq. ft. (not including garage)
Proposed garage: 500 sq. ft. (attached to house)

Figure 1. Location Map



Adjacent Land Use Summary:

	Land Use	Comp. Plan	Zoning
Subject Property	Residential	Single-Family	R-2
North	Residential	Single-Family	R-2/R-4
South	Residential	Single-Family	R-2
East	Residential	Single-Family	R-2
West	Residential	Single-Family	R-2

Project Summary

The applicant, Jim Sleeman, seeks to construct a new single-family home to replace the existing smaller home on the lot. The architect has described the style of the proposed house as Modern Farmhouse. The house would have a full basement. To accommodate the proposed new house, the applicant is requesting the following six (6) variations:

1. Front Yard Setback
2. Side Yard Setback (north)
3. Side Yard Setback (south)
4. Maximum Lot Coverage
5. Impervious Lot Coverage
6. 1st Floor Building Materials

Attachments

1. Lot Coverage and Impervious Lot Coverage comparison table with other new homes in the downtown
2. Location Map, prepared by staff (VOF GIS) scales at 1:1,500 and 1:500.
3. Existing Storm Sewer Map of Downtown Area

4. Downtown Boundary Map (excerpt from 2019 Comprehensive Plan) with subject property noted
5. Downtown Residential Guidelines (Quick Checklist excerpt)
6. Variance Findings of Fact, submitted by applicant
7. PC/ZBA minutes from workshop meeting on April 27, 2023 (excerpt)
8. Photographs of newer homes in the immediate area, provided by applicant:
 - a. 117 Maple
 - b. 122 Walnut
 - c. 140 Walnut
9. Submittal prepared by Ideal Designs, received 7.25.23, containing the following:
 - a. Site Plan
 - b. Survey
 - c. Building Elevations
 - d. Floor Plans
 - e. 3D architectural color rendering of house, with adjacent homes for comparison
 - f. Color overhead view of proposed house with lot lines

History

This project was reviewed as a workshop on April 27th, 2023. At that time, 6 variations were also requested. The current variation requests are listed below:

Variation Request	Code Requirement	Existing House	Current Plans
Front Yard Setback	30'	21.88'	21.8'
Side Yard Setback (North)	10' (25' both)	6.1'	8.5'
Side Yard Setback (South)	10' (25' both)	6.2'	4.9'
Lot Coverage	20% max	22.7% (1,449 SF)	36.7% (2,339 SF)
Impervious Lot Coverage	40% max	30.4% (1,941 SF)	45.2% (2,881 SF)
First Floor Building Materials	Full Masonry	Wood	Wood Composite

Main Changes to the Plans since the Workshop

The architecture has largely remained the same. The project received minor changes since the workshop meeting:

1. The house was shrunk slightly from a footprint of 2,372 SF to 2,339 SF.
2. The house was shifted slightly south, to provide the Fire Code separation requirement of 10' between the proposed house and the existing house to the north. In doing so, the house was also moved 0.4' closer to the south side property line.
3. The driveway was narrowed from 18' to 16' wide.
4. The rear yard sidewalk connection from the patio to the driveway was changed from concrete to individual patio blocks.

Analysis

Existing Home, Non-Conformities

The existing home and lot have several existing non-conforming features:

1. The R-2 zone district requires a minimum lot size of 15,000 square feet, 100' width and 150' depth. The existing lot is 6,376 square feet in area, 50' wide and 129.74' deep and is therefore non-conforming

regarding lot size, width and depth. Since the subject property is a singular lot of record (platted as Lot 3 in Block 8 in the Original Town of Frankfort), nor is there a need to dedicate any additional right-of-way, a Plat of Resubdivision is not required, and therefore a variation is not required to permit a new undersized lot pursuant to Article 6, Section B of the Zoning Ordinance.

2. The existing house is set back 21.88' from the front property line, whereas 30' is required.
3. The existing house is set back 6.1' and 6.2' from the north and south side property lines respectively, whereas at least 10' is required on each side with a total of 25' on both sides.
4. The existing house and garage result in a lot coverage of 22.7%, exceeding the maximum coverage of 20%.
5. The Village ordinance requires two-story homes within the R-2 zone district provide a minimum square footage of 2,600 square feet of floor area (1st and 2nd floor areas). The existing house is 1,308 square feet in livable area and is considered existing, non-conforming.
6. The existing detached garage is set back 5.36' from the north side property line, whereas the minimum required setback is 10'.
7. The existing gravel driveway is located approximately 3' from the side property line, whereas at least 5' is required. Driveways must meet this setback requirement whether they are paved or gravel.
8. The existing house has wood siding, whereas the entire 1st floor is required to be wrapped in masonry.

Proposed Home – Requested Variations:

1. House Front Yard Setback

The following tables list the *approximate* front yard setbacks of the homes on both sides of Maple Street between Kansas Street and Pacific Street:

	Address (West Side)	Setback to Walnut (ft.)		Address (East Side)	Setback to Walnut (ft.)
	Walnut 16	11	Kansas	144	5
	Nebraska 203	15	Nebraska	143	19
	Nebraska 200	16	Nebraska	144	9
	(existing) 108	22	Walnut	115	9
	Walnut 112	15	Walnut	119	8
	Walnut 122	19	Walnut	133	22
	Walnut 130	17	Walnut	139	17
	Walnut 140	14	Walnut	143	18
	Walnut 142	15	Walnut	151	17
	Walnut 150	18	Utah	142	14
	Walnut 202	16	Walnut	213	20
	Walnut 210	15	Walnut	223	12
	Walnut 216	24	Walnut	231	13
	Walnut 228	16	Walnut	233	12
	Walnut 234	15	Walnut	235	10
	Walnut 236	25	Walnut	245	17
	Walnut 250	26	Walnut	255	34
	Walnut 256	22			
	Avg.	17.8			15.1

Avg. both sides:	16.4
-------------------------	-------------

The proposed setback of 21.8' from the front property line is greater than the average existing setback on either side of Walnut Street.

2. Side Yard Setback (North)

- a) The proposed house would be set back 8.5' from the north side property line, whereas at least 10' is required. The north side of the house does have a fireplace that projects 2' into the side yard setback. Fireplaces that are 2' deep or less are exempt from the house setback requirements.
- b) The current plans have shifted the house south slightly, to provide a 10' separation between the house and the existing house to the north. 10' is required for fire safety in the Building Code.

3. Side Yard Setback (South)

- a) There is a jog in the south side property line closer to the public alley. The proposed house would be set back 4.9' from the south property line, where the property line jogs closer to the house. The majority of the house would be set back 7.9' from the south side property line, whereas 10' is required.

4. Lot Coverage

- a) The Village of Frankfort Zoning Ordinance permits a maximum lot coverage of 20% for a two-story home within the R-2 zoning district resulting in a maximum permitted coverage of 1,275.2 square feet for the subject property. Structures with roofs count toward lot coverage.
- b) The former home and garage amounted to approximately 1,449 square feet for a 22.7% lot coverage and was considered existing, non-conforming.
- c) The proposed home and detached garage equate to a lot coverage of 2,339 square feet (36.7%), in excess of ordinance requirements, requiring a variation.

5. Impervious Lot Coverage

- a) The Village of Frankfort Zoning Ordinance permits a maximum impervious lot coverage of 40% for homes within the R-2 zoning district resulting in a permitted coverage of 2,550.4 square feet for the subject property. The house, driveway and sidewalk count toward impervious lot coverage.
- b) The former home, garage, driveway and concrete walks amounted to approximately 1,941 square feet for a 30.4% impervious lot coverage and was considered existing, non-conforming.
- c) The proposed home and detached garage equate to an impervious lot coverage of 2,881 square feet (45.2%), in excess of ordinance requirements and will require a variation.

6. First Floor Building Materials variation

- a) The Zoning Ordinance requires that the entire 1st floor of all homes within the R-2 zoning district be constructed of masonry (*brick, stone, etc.*). The proposed house would be primarily faced with LP Smart Siding (wood composite) with accents of board & batten siding.
- b) Most of the homes along both sides of Walnut Street between Kansas Street and Pacific Street are non-masonry in construction. There are 35 homes that have frontage on Walnut Street. Of those, 10 are of masonry construction, or 29%.

2019 Comprehensive Plan:

108 Walnut is located within the Downtown area, as illustrated in the Residential Design Guidelines in the 2019 Comprehensive Plan. Although the guidelines are not enforceable, they can be used to judge the merits of

proposed residential projects in the downtown area. Staff has offered brief responses as to whether the proposed house renovations meet the intent of the Residential Design Guidelines.

Elements that appear to comply with the Downtown Residential Design Guidelines:

1. The garage utilizes the adjacent public alley (page B-13).
2. The house employs high-quality wood composite materials (page B-2).
3. The building's architecture delineates the primary entrance. Entryway features including covered porches are desirable (page B-4).
4. The house employs similar architectural elements and detailing on all sides of the home (page B-5).
5. The new construction mostly respects the established front yard setbacks within the area (page B-18).

Elements that don't appear to comply with the Downtown Residential Design Guidelines:

1. Houses should be sized appropriately for their lots and in relation to neighboring homes (page B-2). The proposed house would require a lot coverage variation to allow 36.7% instead of 20% and may not be considered an appropriate size.
2. Modern house styles should be avoided (page B-2). The proposed house style of "Modern Farmhouse" is not one of the recommended architectural styles (page B-5).

Dwelling Size:

1. The Village ordinance requires that two-story homes within the R-2 zone district provide a minimum square footage of 2,600 square feet of floor area (1st and 2nd floor areas). The existing house is 914 square feet in livable area (not including the detached garage) and is considered existing, non-conforming. The proposed house would be 2,801 square feet (not including the attached garage), meeting this requirement.

Existing Trees:

1. The applicant has indicated to staff that all of the existing trees on the property would be removed. There are several evergreen trees and one very large Silver Maple on the property. None of the trees are classified as "preservation trees" in the Landscape Ordinance and therefore do not require mitigation.
2. There are 2 street trees within the existing right-of-way between the sidewalk and the curb of Walnut Street that should remain. Staff recommends adding this as a condition of approval.

Past Variation Approvals in the Downtown Area:

For reference, the following addresses in the downtown have received variations for building additions or site improvements:

215 Kansas (Gallagher) (PC review 8.14.08)

Standard	Provided
Lot Size: 15,000 SF min	4,950
Lot Width: 100' min	50'
Lot Depth: 150' min	100'

Variations granted:

1. Lot Coverage: 38.3% (20% max permitted)
2. First floor building materials for accessory structure (masonry required)
3. Detached garage side yard setback: 0' (10' required)

147 White Street (Lalley) (PC review 7.8.10)

Standard	Provided
Lot Size: 15,000 SF min	21,484
Lot Width: 100' min	130'
Lot Depth: 150' min	165'

Variation granted:

1. Detached garage setback 6.5' from side property line (10' required)

44 W. Bowen Street (Carroll/Watson) (PC review 8.12.10)

Standard	Provided
Lot Size: 15,000 SF min	16,175
Lot Width: 100' min	100' (approximately)
Lot Depth: 150' min	160' (approximately)

Variation granted:

1. Accessory structure (shed) 0' setback from rear property line (10' required)

210 Walnut (Winters) (PC review 3.10.11)

Standard	Provided
Lot Size: 15,000 SF min	11,044
Lot Width: 100' min	90' (approximate)
Lot Depth: 150' min	130' (approximate)

Variations granted:

1. Front yard setback: 19' (30' required)
2. Building height: 36' (35' max permitted)
3. Lot Coverage: 29% (20% max permitted)
4. Driveway setback: 2' (5' required)
5. First floor building materials (masonry required)
6. Accessory structure setback: 2' to both north and west property lines (10' required)

200 W. Nebraska (Leonard) (PC review 11.8.12)

Standard	Provided
Lot Size: 15,000 SF min	7,000
Lot Width: 100' min	70'
Lot Depth: 150' min	100'

Variations granted:

1. Lot Coverage: 34% (20% max permitted)
2. Driveway setback: 0' (5' required)
3. Detached garage setback: 0' from south lot line, 4.1' from west lot line (10' required)
4. Detached garage height: 21' 4" (15' max permitted)

23 W. Bowen Street (Gander) (PC review 8.22.13)

Standard	Provided
Lot Size: 15,000 SF min	8,720
Lot Width: 100' min	52' (approximately)
Lot Depth: 150' min	172' (approximately)

Variations granted:

1. Side yard setback: 6.4' (10' required)
2. Lot Coverage: 26% (20% max permitted)
3. Driveway setback: 2' (5' required)
4. First floor building materials (masonry required)
5. Accessory structure setback from side property line: 5' (10' required)

140 Maple (Triezenberg) (PC review 9.8.16)

Standard	Provided
Lot Size: 15,000 SF min	6,250
Lot Width: 100' min	50' (approximately)
Lot Depth: 150' min	130' (approximately)

Variation granted:

1. Driveway setback 0' (5' required)

140 Walnut (McLean) (PC review 1.25.18)

Standard	Provided
Lot Size: 15,000 SF min	6,275
Lot Width: 100' min	50'
Lot Depth: 150' min	125.5'

Variations granted:

1. Front yard setback: 15.67' (30' required)
2. Side yard setback: 5' (10' required)
3. Lot coverage: 33.5% (20% max permitted)
4. First floor building materials (masonry required)

213 Kansas (Kirsch) (PC review 1.24.19)

Standard	Provided
Lot Size: 15,000 SF min	6,183
Lot Width: 100' min	61.83'
Lot Depth: 150' min	100'

Variations granted:

1. Front yard setback: 13.4' (30' required)

2. Side yard setbacks: of 10' and 10' (at least 25' total both sides required)
3. Rear yard setback: 15.1' (30' required)
4. Lot coverage: 30% (20% max permitted)
5. Driveway setback: 0.5' (5' required)
6. First floor building materials (masonry required)

143 Kansas Street (Brown) (PC review 3.25.21)

Standard	Provided
Lot Size: 15,000 SF min	5,000
Lot Width: 100' min	50'
Lot Depth: 150' min	100'

Variations granted:

1. Front yard setback: 10' (30' required)
2. Side yard setback: 5' (13' required)
3. Detached garage setback from rear property line: 0.5' (10' required)
4. Detached garage setback from side property line: 2' (10 required)
5. Driveway setback: 2' (5' required)
6. Lot coverage: 41% (20% max permitted)
7. Impervious lot coverage: 46% (40% max permitted)
8. First floor building materials (masonry required)

240 Center Road (Oltman) (PC review 9.22.22)

Standard	Provided
Lot Size: 15,000 SF min	38,350
Lot Width: 100' min	100'
Lot Depth: 150' min	370.4'

Variations granted:

1. Driveway setback from side property line: 1' (4' required)
2. Driveway turning radius: 25' (26' required)
3. First floor building materials (masonry required)

213 Nebraska (Plantz) (PC review 7.27.23, Board review scheduled for 8.7.23)

Standard	Provided
Lot Size: 15,000 SF min	6,687
Lot Width: 100' min	67.5'
Lot Depth: 150' min	99.1'

Variations requested:

1. Front yard setback: 12' 5 ¾" (30' required)
2. 1st Floor building materials (masonry required)
3. Accessory building setback (detached garage): 5' 7" (10' required)
4. Rear Yard Coverage: 32% (30% max)
5. Lot Coverage: 32.8% (20% max)

6. Impervious Lot Coverage: 41.9% (40% max)
7. Detached Garage Height: 20' 5 ½" (15' max)
8. Minimum dwelling unit area: 2,511 SF (2,600 SF min)

Affirmative Motions

1. Recommend the Village Board approve the variation request to permit a front yard setback of 21.8' instead of 30', on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned upon preserving the two existing trees within the right-of-way of Walnut Street.
2. Recommend the Village Board approve the variation request to permit a 8.5' north side yard setback instead of 10', on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact.
3. Recommend the Village Board approve the variation request to permit a 4.9' south side yard setback instead of 10', on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact.
4. Recommend the Village Board approve the variation request to permit a lot coverage of 36.7%, instead of 20%, on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact.
5. Recommend the Village Board approve the variation request to permit an impervious lot coverage of 45.2%, instead of 40%, on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact.
6. Recommend the Village Board approve the variation request to permit non-masonry siding (LP Smart Siding) on the entire 1st floor of the building, instead of masonry, on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact.

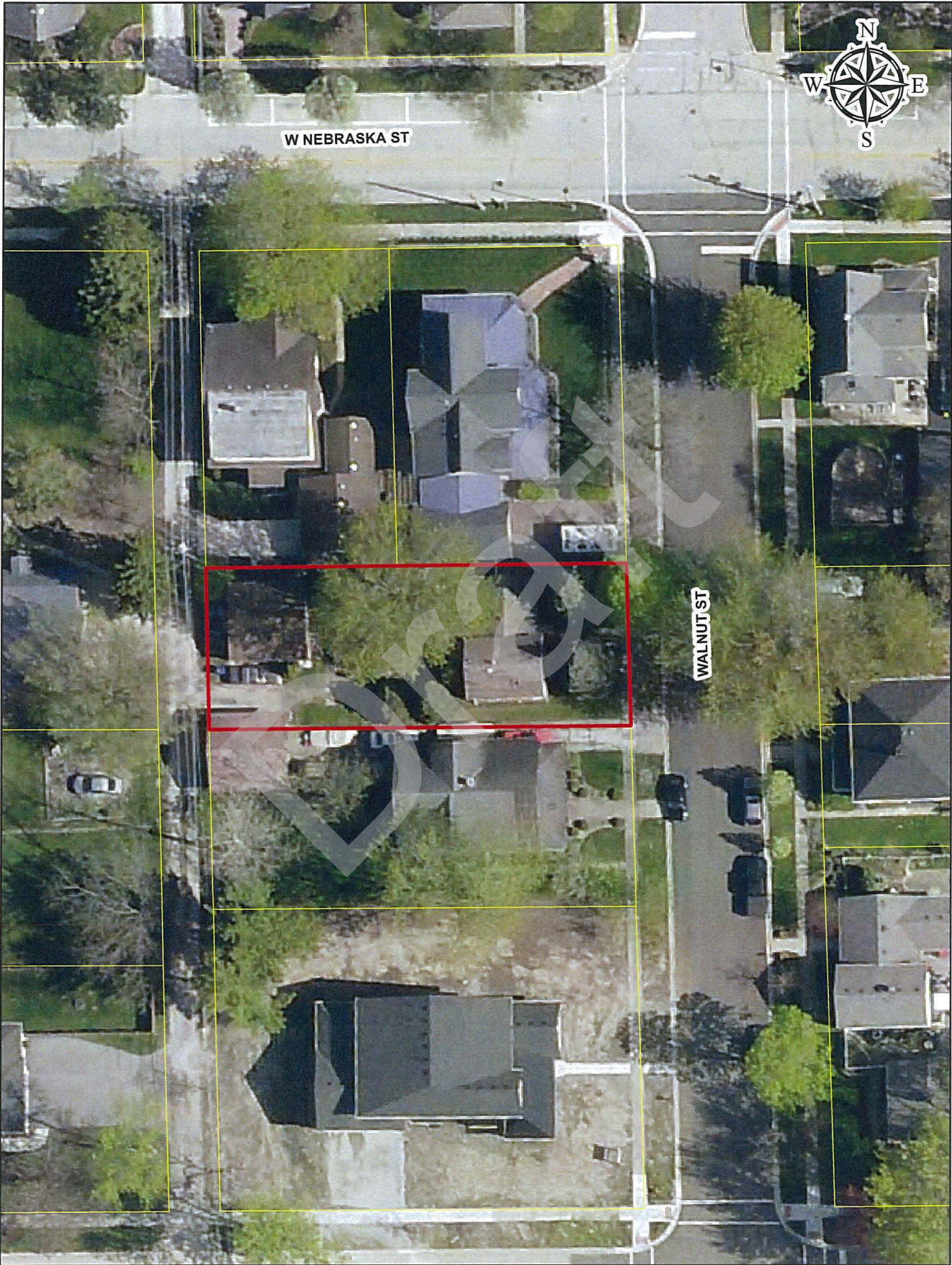
Percentage Increase Over Initial Coverage								Average of other homes
	Applicant	Comparison	Comparison	Comparison	Comparison	Comparison	Comparison	
Address	108 Walnut	143 Kansas	213 Nebraska	213 Kansas	140 Walnut	23 W. Bowen	25 Carpenter	
Name	Ruzich	Brown	Plantz	Kirsch	McLean	Gander	Kerley	
Lot Size (SF)	6,376	5,000	6,687	6,183	6,275	8,720	8,000	6,811
Existing (Original) Lot Coverage (%)	22.7%	38.0%	24.0%	21.7%	28.5%	15.3%	18.0%	24.3%
Proposed Lot Coverage (%)	36.7%	41.0%	32.8%	30.0%	33.5%	26.0%	29.0%	32.1%
Lot Coverage % Difference (increased)	14.0%	3.0%	8.8%	8.3%	5.0%	10.7%	11.0%	7.8%
Existing (Original) Impervious Lot Coverage (%)	30.4%	41.0%	41.0%	No variance	No variance	No variance	No variance	41.0%
Proposed Impervious Lot Coverage (%)	45.2%	46.0%	41.9%					44.0%
Impervious Lot Coverage % Difference (increased)	14.8%	5.0%	0.9%	N/A	N/A	N/A	N/A	

Percentage Increase Over the Maximum Permitted per Code								Average of other homes
	Applicant	Comparison	Comparison	Comparison	Comparison	Comparison	Comparison	
Address	108 Walnut	143 Kansas	213 Nebraska	213 Kansas	140 Walnut	23 W. Bowen	25 Carpenter	
Name	Ruzich	Brown	Plantz	Kirsch	McLean	Gander	Kerley	
Lot Size (SF)	6,376	5,000	6,687	6,183	6,275	8,720	8,000	6,811
Maximum Lot Coverage Permitted (For 2-story home)	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	
Proposed Lot Coverage (%)	36.7%	41.0%	32.8%	30.0%	33.5%	26.0%	29.0%	32.1%
Lot Coverage % Difference (increased)	16.7%	21.0%	12.8%	10.0%	13.5%	6.0%	9.0%	12.1%
Maximum Impervious Lot Coverage Permitted	40.0%	40.0%	40.0%	No variance	No variance	No variance	No variance	
Proposed Impervious Lot Coverage (%)	45.2%	46.0%	41.9%					44.0%
Impervious Lot Coverage % Difference (increased)	5.2%	6.0%	1.9%	N/A	N/A	N/A	N/A	

108 Walnut - house tear down/rebuild

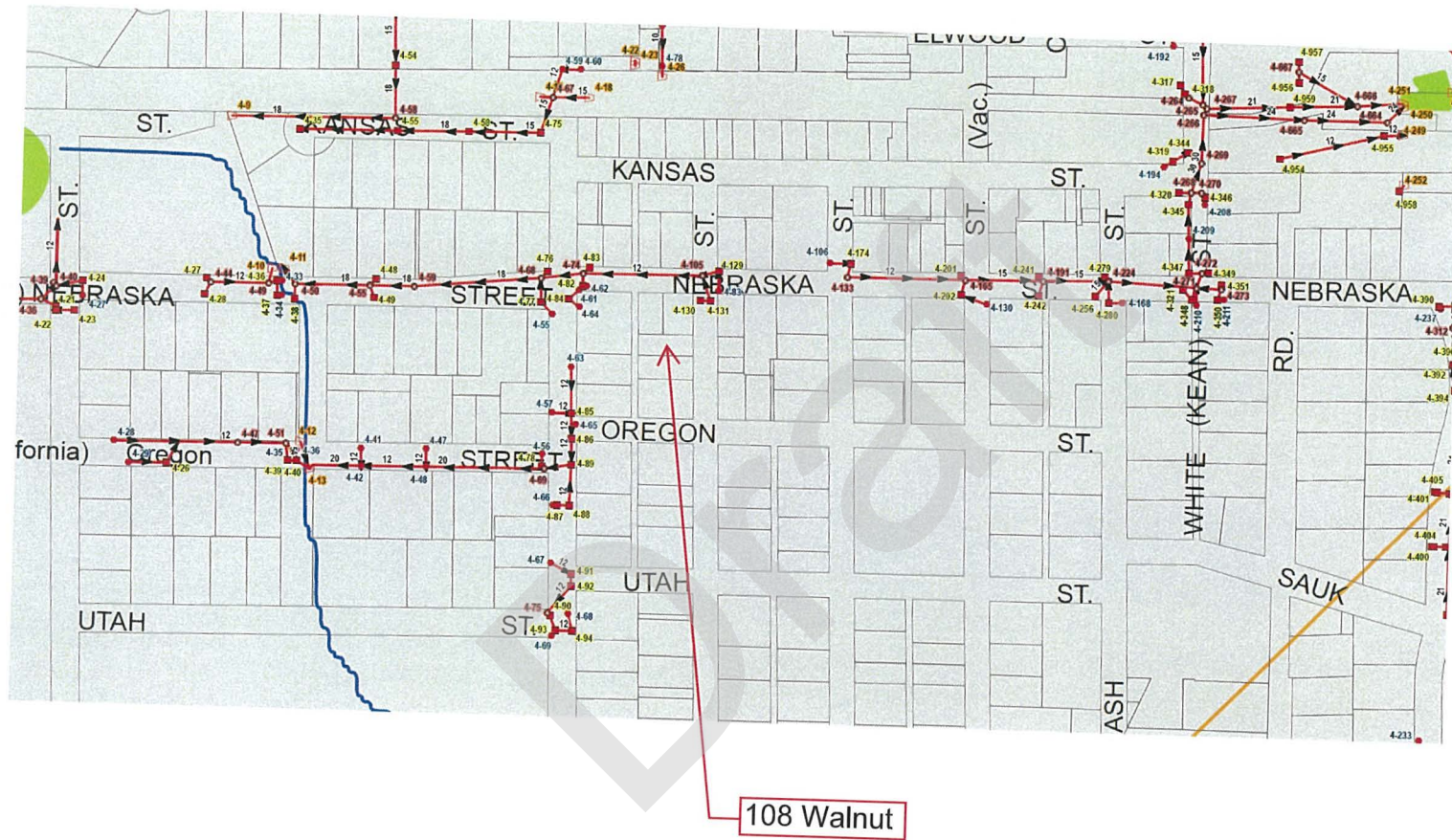


108 Walnut - house tear down/rebuild

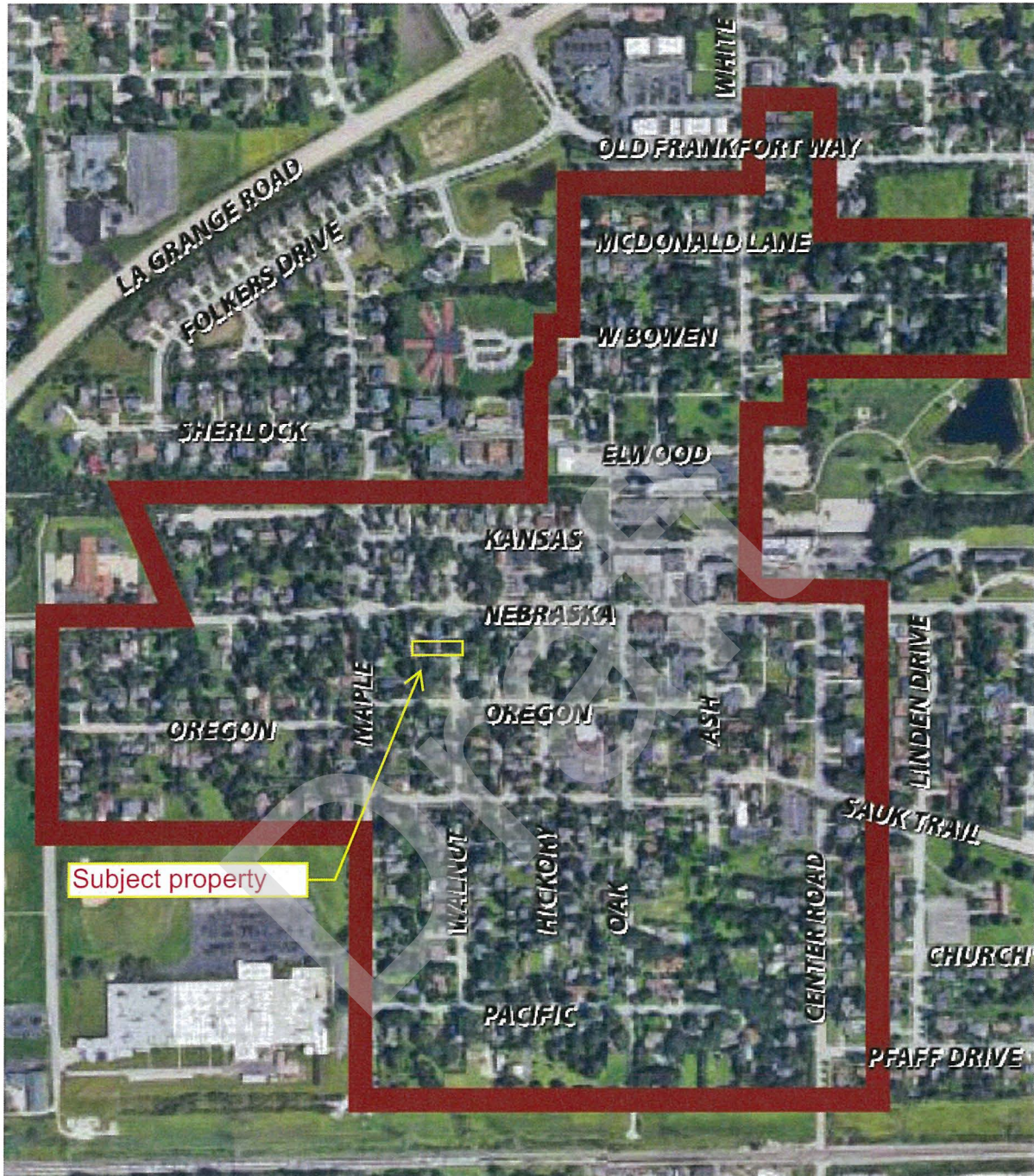


0 12 37.5 75 150 Feet

Existing Storm Sewer Map



Downtown Frankfort Boundary Map
(Downtown Residential Design Guidelines - 2019 Comp Plan)



B | downtown residential design guidelines

QUICK CHECKLIST

The set of questions listed below are framed in such a way that if your answer is “yes” - it is likely that the design is on the right track towards contributing to the type of character and quality Frankfort seeks to maintain. The photos shown to the right are examples of residences that fulfill these design ideals. If the answer is not clear, or is questionable, you should look for ways to improve upon this design element.

Note: All new residential construction, building additions, and development in general must comply with the Zoning Ordinance regulations including but not limited to setbacks, height, lot coverage, and building materials.

1. Does the building architecture complement and fit the character of surrounding structures - consider scale, setback, building height?
☐ Yes
☐ No
☐ Maybe
2. Does the structure's architecture delineate and highlight the primary entrance?
☐ Yes
☐ No
☐ Maybe
3. Are the proposed building materials consistent with the intended architectural style of the home and complementary to the materials utilized on the homes in the surrounding area?
☐ Yes
☐ No
☐ Maybe
4. Are simplified roof forms provided that are consistent with both the intended architectural style and roof forms of homes in the surrounding area?
☐ Yes
☐ No
☐ Maybe
5. Are there step-backs to the facade and / or architectural details that add depth and dimension, i.e. porches, bay windows?
☐ Yes
☐ No
☐ Maybe
6. Are there interesting architectural details and landscape treatments integrated on site that complement the residence?
☐ Yes
☐ No
☐ Maybe
7. Are the predominate facade colors / building materials of a natural color palette that is complementary to the homes in the surrounding area.
☐ Yes
☐ No
☐ Maybe



VILLAGE OF
FRANKFORT
INC • 1879

Application for Plan Commission / Zoning Board of Appeals Review
Standards of Variation

Article 3, Section B, Part 3 of the Village of Frankfort Zoning Ordinance lists “findings” or “standards” that the Zoning Board of Appeals must use to evaluate every variation request. The Zoning Board of Appeals must answer the following three findings favorable to the applicant based upon the evidence provided. To assist the Zoning Board of Appeals in their review of the variation request(s), please provide responses to the following “Standards of Variation.” Please attach additional pages as necessary.

1. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone;
The existing home is uninhabital as is. The tax assessor agreed and reduced the property tax due to the condition of the home.
2. That the plight of the owner is due to unique circumstances; and
Rehabbing this home is not possible due to the condition.
3. That the variation, if granted, will not alter the essential character of the locality.
We are proposing a home that is consistent with the new homes in downtown Frankfort as well as the 2 new homes on the same street.

For the purpose of supplementing the above standards, the Zoning Board of Appeals also determines if the following seven facts, favorable to the applicant, have been established by the evidence. Please provide responses to the following additional “Standards of Variation.”

1. That the particular physical surroundings, shape or topographical conditions of the specific property involved will bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out;
As owner, I cannot repair the home due to its current condition. For the safety and well being of the surrounding neighbors, this home should be deemed uninhabital.

2. That the conditions upon which the petition for variation is based would not be applicable, generally, to other property within the same zoning classification;
The current structure is undersized in width compared to surrounding homes and a variance is needed to bring the petitioned home to current required standards, ie., size, width, etc
3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;
The proposed variation(s) would improve the standard Franfort has set fourth. This has nothing to do with making more money but more to do with enhancing the area.
4. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property;
The home was bought as is, with the possibility of rehabbing the existing structure. Due to the unsafe nature of same it is best to tear the home down and rebuild to provide a safe residence for the future homeowner.
5. That the granting of the variation will not be detrimental to the public welfare or unduly injurious to other property or improvements in the neighborhood in which the property is located;
On the contrary, granting approval for the variation, will vastly improve the neighborhood
6. That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed, or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood; or
The proposed variance(s) does fall within the Village specifications.
7. That the proposed variation will not impair an adequate supply of air to adjacent property, substantially increase the danger of fire, otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.
The proposed variation will not interfere with the air quality and/or increase any danger to the properties in or around the site.

The applicant explained that they had proposed installing turf on top of the asphalt because some of the children they worked with would put things in their mouth, and they did not want those children to ingest things that weren't edible, such as mulch.

Commissioner James said that he thought the turf and sand fill option seemed like the best idea. He also suggested that they look for opportunities to keep play equipment out of the sun, so that the play area did not appear neglected.

The applicant said that they replace toys when they become outdated.

Commissioner James said he had no concerns about the existing parking. He asked if Action Behavior Centers had set drop off and pick up times.

The applicant said that some kids would start at 8:00, 8:15, or 9:00, while others may only come in the afternoon for half-days. Some might be dropped off by a school bus and added that there were dedicated spots for drop off.

Chair Rigoni asked if traffic moving on and off the site functioned like the KinderCare to the east.

The applicant said that it did.

Chair Rigoni asked how tall the proposed fence would be.

The applicant said it would be four feet tall, and that they were open to different designs of the outdoor area if needed.

Commissioner Knieriem suggested having a strip of landscaping between the drive aisle of the parking lot and the proposed play area. That would provide a curb and plants as additional barriers for traffic.

Chair Rigoni said that she would not want her child to not feel like they were playing in a parking lot. She added that the building was occupied.

G. Workshop: 108 Walnut Street – Demolition and New Home Construction

Chris Gruba gave the staff report.

The applicant, Gabriel Garcia of Ideal Designs, and Jim Sleeman, the builder, approached the stand.

Chair Rigoni asked for comments about the proposed front yard setback.

The Plan Commissioners had no concerns with the proposed front yard setback request.

Chair Rigoni asked what the side yard setbacks were for the existing home.

The builder said that they were 6.2 feet on either side.

The applicant added that the setbacks they were proposing were larger than the existing home, though the setback on the south yard were different due to the strange shape of the lot in the southwest corner.

Commissioner James asked if the proposed side yard setback would be 8.3 on the south yard if the lot were not an irregular shape.

The applicant said that it would be, yes.

Chair Rigoni asked if there were any other comments on the proposed side yard setbacks.

Commissioner Knieriem said that the side yard setbacks they were proposing were better than what currently existed on the lot.

Commissioner Markunas agreed.

Commissioner James asked how much space there would be between the proposed garage and the garage on the property to the south.

Chair Rigoni asked if a certain amount of space was required between the two structures by the Fire District.

Chris Gruba said he was unsure if there was such a requirement.

Chair Rigoni asked staff to make sure that the proposed home met that requirement if it existed.

Commissioner Schaeffer asked if the existing screen fence on the north side of the house would remain.

The applicant said that it would.

Chair Rigoni asked if there were any comments on the proposed lot coverage and impervious coverage variations. She recalled talking at length about those requests when the Plan Commission was considering the property at 217 Nebraska Street, which sat on a similarly sized lot.

The builder noted that the home at 140 Walnut Street had a smaller setback.

Commissioner Schaeffer excused herself from the dais at 8:22 P.M.

Chair Rigoni asked for comments about the proposed lot coverage and impervious lot coverage variations. She asked staff what was included in the impervious lot coverage calculation other than the proposed home.

Chris Gruba stated that the driveway and sidewalks were included in the impervious lot coverage calculation. The sidewalks were narrowed to try and reduce the total impervious area.

There was some discussion of a rear yard setback which the applicant had initially proposed to staff, but which was dropped prior to the workshop.

The builder added that the impervious lot coverage also included the proposed porches.

Commissioner Knieriem asked if the proposed pavers were counted towards the impervious lot coverage calculation.

Commissioner Schaeffer returned to the dais at 8:24 P.M.

Commissioner Markunas stated that he thought the requested amount of impervious area was high when he first saw it, but acknowledged that the lot was undersized for the R-2 zone district.

There was some discussion of previous cases the Plan Commission had considered that had similar lot dimensions.

Commissioner Knieriem said that he was a stickler for the impervious lot coverage requirements in the downtown area because flooding was a big issue around there. He asked if there were any nearby storm sewers.

Chris Gruba said he was unsure.

The builder said he could connect the gutters to storm sewers if it was needed.

There was some more discussion on stormwater drainage.

Chair Rigoni asked what changes could be made to the proposed plans to reduce the impervious lot coverage. She suggested that the driveway might be keeping the impervious lot coverage figure high.

The applicant said that he could make the driveway shorter, but that they would then need to request a variation for the rear yard setback.

Commissioner James noted that the proposed porch and patio were both of reasonable sizes. Those had both been points of discussion with a previous case. The current proposal appeared to have a high impervious lot coverage because of the large home and large driveway.

The builder said that a detached garage would not really work for the proposed home. Other homes nearby had attached garages. They could shorten the driveway by changing to a detached garage, but it would not have a large impact on the impervious lot coverage.

Chair Rigoni said that she thought the attached/detached garage situation was less of an issue since the garage was located in the rear of the home.

There was some discussion about whether pavers were counted as impervious surface.

Commissioner Schaeffer said that she wanted to know how the current proposal compared to past proposals proportionately.

The builder noted that they were giving up a lot of lot area for the required side yards, nearly a third of the total lot area.

Chair Rigoni said that each proposal in the area which had requested a variation from the impervious lot coverage requirement was asking for a larger and larger variation. She wanted to understand the progression of those requests over time.

Commissioner James noted that the property at 143 Kansas Street had proposed more impervious lot coverage on a smaller lot.

Commissioner Schaeffer said that she was more concerned about the impervious lot coverage request than the lot coverage request, since the former had more to do with stormwater infiltration and flooding.

There was some discussion about moving the house further back on the lot to shorten the driveway.

Commissioner Knieriem asked Chair Rigoni if she was more concerned about the proposed setbacks or the proposed impervious lot coverage.

Chair Rigoni said she was more concerned about the impervious lot coverage. The proposed setbacks would improve the impact of the property on the overall streetscape. This was not the case with the impervious lot coverage.

There was some discussion about paving the alley to the west of the property.

Commissioner Schaeffer said that she wanted to understand the proportionality of the lot coverage and impervious lot coverage requests with the existing home and the proposed home. She also would like to see a comparison to other recent cases which made similar requests.

Chair Rigoni asked that the figures for the proposed home be compared to the most recent case that requested a variation for lot coverage and impervious lot coverage in the downtown. She wanted to know how the currently proposed home would look on a lot from a previous approval, and whether they would require a similar variance or a greater variance on that lot.

Commissioner Knieriem added that he wanted to see if there was a nearby catch basin that the home could connect to. He reiterated that water could be a major issue for homeowners in the downtown.

Chair Rigoni asked if there were any comments regarding the request to use non-masonry materials on the first floor of the home.

Commissioners Knieriem and Markunas said they were comfortable with the proposed materials.

Chair Rigoni thanked the applicant for not proposing white siding, as well as for using the proposed metal roof only as an accent.

There was some discussion around brick chimneys.

Chris Gruba said there were none.

Chair Rigoni asked if there were any other comments or questions.

The builder said that he would look into drainage solutions.

Chair Rigoni thanked the applicant for submitting renderings of the home, particularly those that showed what it might look like along the street.

Chris Gruba asked if the Plan Commission had any comments about trees.

Chair Rigoni asked the applicant to do a tree survey, and to include the trees in the right-of-way. They might be impacted during construction.

The builder said he intended to remove the right-of-way trees and replace them in kind after construction was finished.

H. Public Comments

There were no public comments.

I. Village Board & Committee Updates

Mike Schwarz notified the Plan Commission of two recent Village Board approvals:

- On April 17th, the Village Board approved the Plat of Resubdivision for Lighthouse Pointe.

Mike Schwarz thanked Chair Rigoni for her work on the Plan Commission and wished her well in her new role as Trustee.



MINUTES

MEETING OF VILLAGE OF FRANKFORT PLAN COMMISSION / ZONING BOARD OF APPEALS

September 14, 2023 –VILLAGE ADMINISTRATION BUILDING

432 W. NEBRASKA STREET

Call to Order: Chair Schaeffer called the meeting to order at 6:30 PM

Commissioners Present: Nichole Schaeffer (Chair), Will Markunas, Dan Knieriem, Brian James, Jessica Jakubowski, David Hogan

Commissioners Absent: Johnny Morris

Staff Present: Senior Planner Christopher Gruba, Planner Amanda Martinez

Elected Officials Present: None

A. Non-Public Hearing: Plat of Resubdivision of Lots 2 and 3 in Iron Gate Estates

Amanda Martinez presented the staff report.

Chair Schaeffer asked the applicant if they would like to add any additional information. The applicant did not have any additional information or comments to make.

Chair Schaeffer asked the Commissioners if they had any initial comments or concerns. Hearing none, Chair Schaeffer asked for a motion.

Motion (#2): Recommend the Village Board approve the proposed Plat of Resubdivision, which consolidates Lots 2 & 3 in Iron Gate Estates Subdivision, subject to staff approval of any necessary technical revisions prior to recording.

Motion by: Knieriem Seconded by: Markunas

Approved: (6-0)

B. Public Hearing: 108 Walnut Street – Ruzich Residence (Ref#104) Public Hearing continued from PC/ZBA meeting on September 7, 2023

Christopher Gruba presented the staff report.

Chair Schaeffer asked if the applicants would like to approach the podium.

Jim Sleeman, general contractor, and Gabe Garcia, architect, approached the podium. Jim added that they had reduced one foot from the back of the house since the previous workshop.

Commissioner Knieriem asked if the applicants received feedback from neighbors of the subject property.

Jim Sleeman responded that they had talked to about 8 of the surrounding neighbors and that the neighbors did not have any problems with the proposed plans.

Commissioner James asked staff if the new revisions were accounted into the calculation for the impervious lot coverage.

Christopher Gruba responded yes.

Jim Sleeman added that in this case the porch is also factored into the lot coverage calculation.

Chair Schaeffer suggested that the Commission go through and provide input on each variation.

Commissioners had discussion about the front yard setback and agreed that if the proposed home aligns with the other homes on Walnut Street, they do not see an issue with the variation request for the front yard setback.

Commissioners had discussion about the existing side yard setback and the proposed side yard setback and agreed that the proposed setback is better than the existing one and that they appreciate the applicant making a shift since the last workshop to accommodate the Fire District's feedback.

Commissioner Markunas stated that there was a request at the workshop this case was previously presented at to tie the proposed home's gutters into the storm drain.

Jim Sleeman responded that after the previous workshop, he called Terry Kestel, Superintendent of Public Works, and he was advised that there are no storm drains by the house to be able to tie the gutters into.

Chair Schaeffer stated that the storm sewers are located more to the east. She thanked the applicant for discussing the situation with Terry Kestel and asked staff if there have been any drainage issues in the area.

Christopher Gruba responded that he deferred to Public Works and was told there are not any drainage issues known to be common in the immediate area of the home.

Commissioner Knieriem stated that if the Village is confident that there are no drainage issues in the area, then he is willing to give it a pass, but he would hate to make a problem area worse.

Chair Schaeffer asked if the alley was paved or gravel.

Christopher Gruba responded that the alley is gravel.

Jim Sleeman added that two other lots have the alley paved, but the subject property and the adjacent property have the gravel part of the alley. He stated that he would want to pave the alley if he is allowed to do so.

Commissioner Knieriem suggested that the applicant ask public works first to see if the Village has a preference on the alley being paved or not.

Commissioner James asked if the garage is attached or not because per the design guidelines, the Village wants to see detached garages. He added that a detached garage would probably lead to two less variations that are being requested.

Jim Sleeman responded that the garage is being proposed as an attached garage as he is trying to keep it uniform with the other two houses nearby that he built with attached garages.

Commissioner Knieriem asked if the applicant would be willing to change the garage to be a detached garage.

Gabe Garcia stated that he would have to defer to the homeowners.

Jim Sleeman added that he would prefer to keep it as an attached garage to allow for the homeowners to have an extra parking space and to not have to ask for more variations on setbacks.

Chair Schaeffer asked if the Commissioners are fine with the proposed LP siding material.

Commissioner Jakubowski stated that she is fine with the material since it is consistent with newer homes in the area but would like to see a stone accent on the home.

Commissioner Knieriem agreed that he would like to see a stone accent on the home and suggested lining the porch, wrapping the columns, or having the front walkway be pavers.

Gabe Garcia responded that he is willing to add stone across the front porch, but that landscaping will cover up the stone.

Commissioner Knieriem asked if the applicant would consider adding cobble stone in the walkway and the porch.

Jim Sleeman responded yes, he is willing to put cobblestone in the walkway and porch.

Chair Schaeffer asked if the walkway and porch material should be a condition and asked if Commissioners desired stone anywhere else other than the walkway and porch.

Christopher Gruba responded that a condition to variation request #6 rather than tabling the project would be preferable.

Commissioner Jakubowski stated that she is fine with not having masonry in other places on the home since this is the applicant's design of their custom home.

Chair Schaeffer added that she is fine with the board and batten which breaks up the siding on the elevation.

Commissioners agreed that the proposed bump out, gabled roof, and metal awnings help take away from the boxiness of the home.

Motion (#3): Close the public hearing.

Motion by: Jakubowski

Seconded by: James

Approved: (6-0)

Motion (#4): Recommend the Village Board approve the variation request to permit a front yard setback of 21.8' instead of 30', on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned upon preserving the two existing trees within the right-of-way of Walnut Street.

Motion by: Markunas

Seconded by: Hogan

Approved: (6-0)

Motion (#5): Recommend the Village Board approve the variation request to permit a 8.5' north side yard setback instead of 10', on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact.

Motion by: James

Seconded by: Hogan

Approved: (6-0)

Motion (#6): Recommend the Village Board approve the variation request to permit a 4.9' south side yard setback instead of 10', on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact, and conditioned upon the AC unit to be located adjacent to the rear elevation.

Motion by: Jakubowski

Seconded by: Markunas

Approved: (6-0)

Motion (#7): Recommend the Village Board approve the variation request to permit a lot coverage of 36.7%, instead of 20%, on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact.

Motion by: Jakubowski

Seconded by: James

Approved: (5-1)

Motion (#8): Recommend the Village Board approve the variation request to permit an impervious lot coverage of 45.2%, instead of 40%, on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact.

Motion by: James

Seconded by: Hogan

Approved: (4-2)

Motion (#9): Recommend the Village Board approve the variation request to permit non-masonry siding (LP Smart Siding) on the entire 1st floor of the building, instead of masonry, on the property located at 108 Walnut Street, in accordance with the reviewed plans, public testimony, and Findings of Fact, and conditioned upon a cobblestone walkway from the public sidewalk to the home and carried through the porch.

Motion by: Knieriem

Seconded by: Markunas

Approved: (6-0)

C. Public Comments

There were no public comments.

D. Village Board & Committee Updates

There were no Village Board & Committee updates.

E. Other Business

There was no other business discussed.

F. Attendance Confirmation (September 28th, 2023)

Chair Schaeffer asked Commissioners to please let staff know if someone cannot attend the next meeting.

Motion (#10): Adjournment 7:45 P.M.

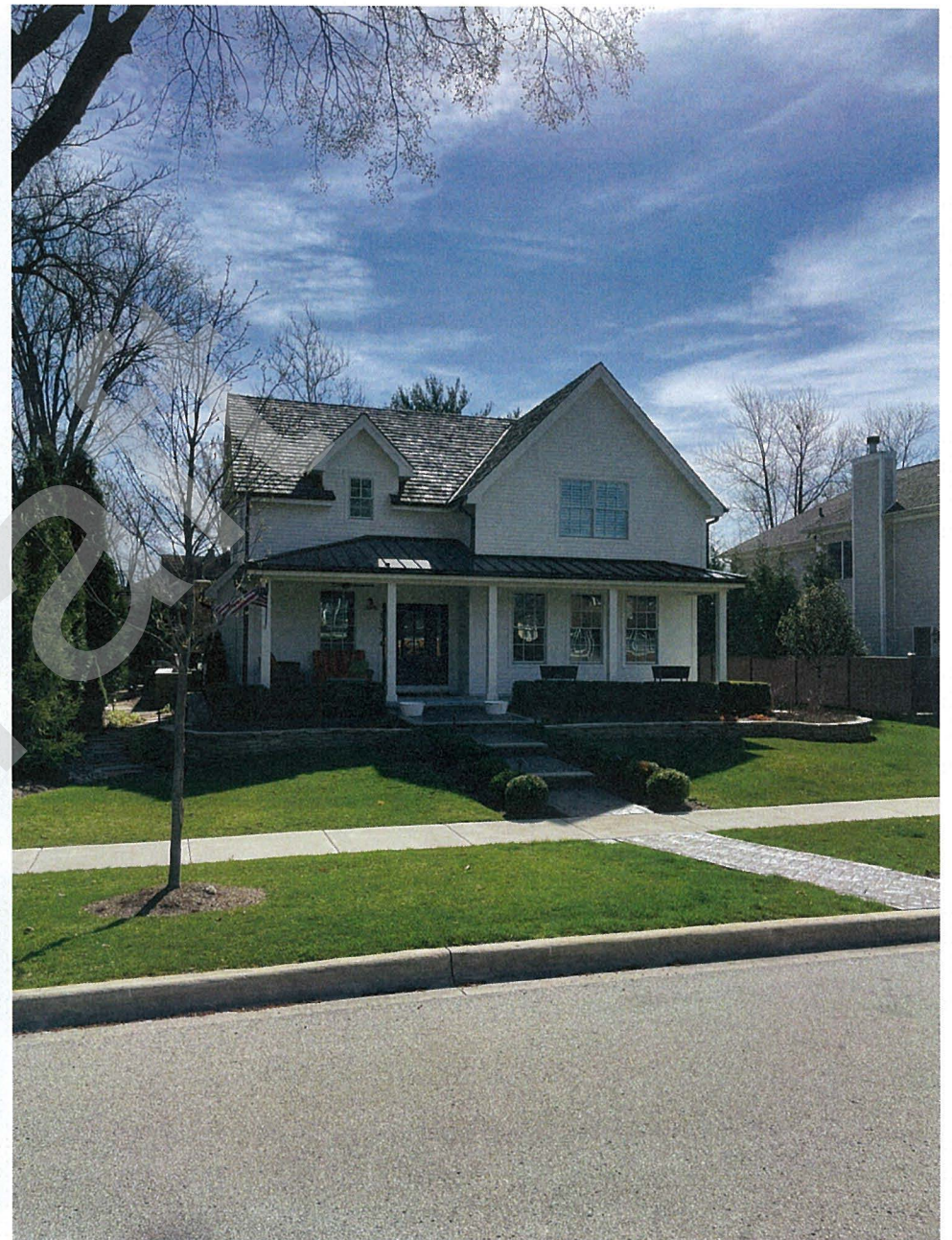
Motion by: Jakubowski

Seconded by: Hogan

122 Walnut



117 Maple







ideal
DESIGNS

22088



ideal
DESIGNS

22088

16' ALLEY
47.01'

WD FENCE

ADJACENT
PROPERTY
FRAME GARAGE

129.77'

ADJACENT
PROPERTY
FRAME GARAGE

ADJACENT
CONC DRIVE

NEW DRIVEWAY

NEW PATIO BLOCKS WALK

REAR
COVERED
PATIO

NEW
ATTACHED
GARAGE

NEW
2 STORY
FRAME
RESIDENCE
#108

FRONT
COVERED
PORCH

NEW 2FT CONC WALK

3.00'

90.00'

CURB

CON PUBLIC WALK 50.00'

CURB

ADJACENT
PROPERTY
FRAME GARAGE

40.00'



ideal
DESIGNS

22088

WALNUT STREET



Residential
Commercial
ALTA

PLAT OF SURVEY

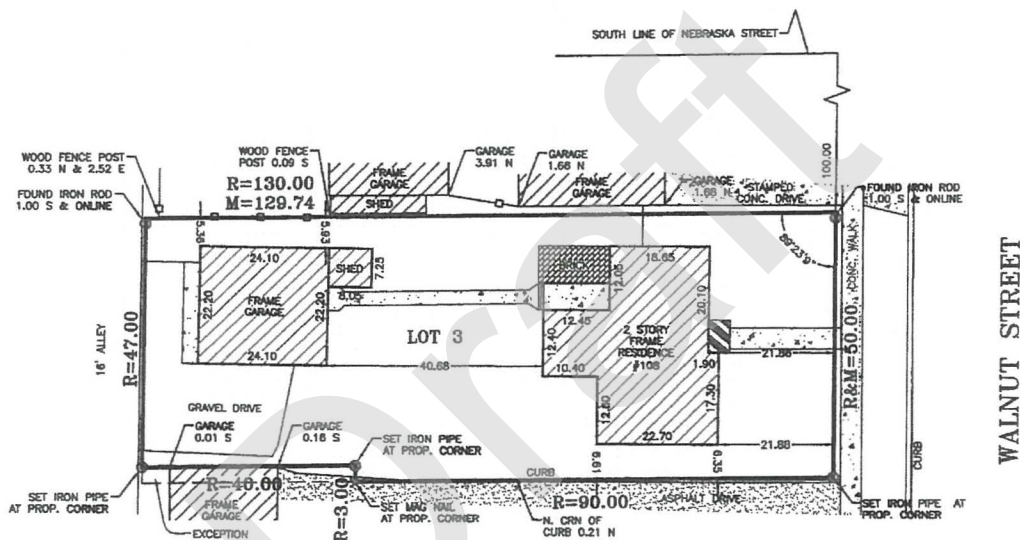
Studnicka and Associates, Ltd.
studnicka2000@gmail.com

Topographical
Condominium
Site Plans

Tel. 815 485-0445
Fax 815 485-0528

17901 Haas Road
Mokena, Illinois 60448

LOT 3, EXCEPT THE SOUTH 3 FEET OF THE WEST 40 FEET THEREOF, IN BLOCK 8 IN THE ORIGINAL TOWN OF FRANKFORT, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 1856 IN BOOK 43, PAGE 168, AS DOCUMENT NO. 228771, IN WILL COUNTY, ILLINOIS.



Scale: 1" = 20 feet

Distances are marked in feet and decimals.

Ordered by: Al Beaudreau

Order No.: 19-7-156

Compare all points before building by same and at once report any difference.

For building lines, restrictions, or easements not shown hereon, refer to abstract, deed or ordinance.

Field work completed: 7/30/19

Drawn by: J.G.S.

Proofed by: T.S.

Design Firm Registration # 184-002791

STATE OF ILLINOIS }
COUNTY OF WILL } 88



Studnicka and Associates, Ltd., an Illinois Land Surveying Corporation does hereby certify that this professional service conforms to the current Illinois standards for boundary survey.

Mokena, IL, July 31, A.D. 2019

by

License No. 3304 Expires 11/30/20



A Custom Home For Dan & Paige Ruzich 108 Walnut St., Frankfort, IL

INDEX:

- I. Site Plan - Existing and Proposed
- II. Plat of Survey
- III. Geometric Site Plan - New Home Overlay
- IV. Elevations and Floor Plans
- V. Rendered Streetscape
- VI. Front Elevation Rendering
- VII. Color Site Rendering



Created for free by <https://foxyutils.com>

RECEIVED

By Christopher Gruba at 2:33 pm, Sep 28, 2023

OWNER:

Dan & Paige Ruzich
13241 Jean Creek Dr.
Orland Park, IL 60462
Dan: 708-267-5965
Paige: 815-630-8077
danruzich4@gmail.com

GENERAL CONTRACTOR:

Sleeman Construction, Inc.
Jim Sleeman
10779 Yankee Ridge Dr.
Frankfort, IL 60423
Phone: 815-405-9046
j.sleeman@comcast.net

SURVEYOR:

M. Gingerich Gereaux & Assoc.
Brian Hertz
25620 S. Gougar Rd.
Manhattan, IL 60442
Phone: 815-478-9680
bhertz@mg2a.com
www.mg2a.com

ARCHITECT:

Ideal Designs, Inc.
Gabriel Garcia
20960 Frankfort Square Rd., Suite A
Frankfort, IL 60423
Phone: 708-407-8028
gabe@idealcustomdesigns.com
www.idealcustomdesigns.com

ideal

DESIGNS

ARCHITECTS / DESIGNERS

20960 FRANKFORT SQ. RD.

SUITE A

FRANKFORT, ILLINOIS

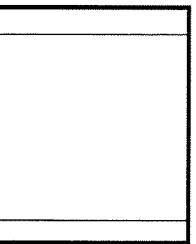
T: (708) 407-8028

F: (779) 333-7960

gabe@idealcustomdesigns.com

www.idealcustomdesigns.com

A CUSTOM HOME FOR
SLEEMAN BUILDERS
108 WALNUT STREET
FRANKFORT, ILLINOIS



DESIGN FIRM REG. NO.
184.006972

EXP. DATE
4-30-25

REVISIONS		
REV #	DATE:	REV. PER:
1	9-20-23	PLAN COMMISSION

DATE:
06-28-23

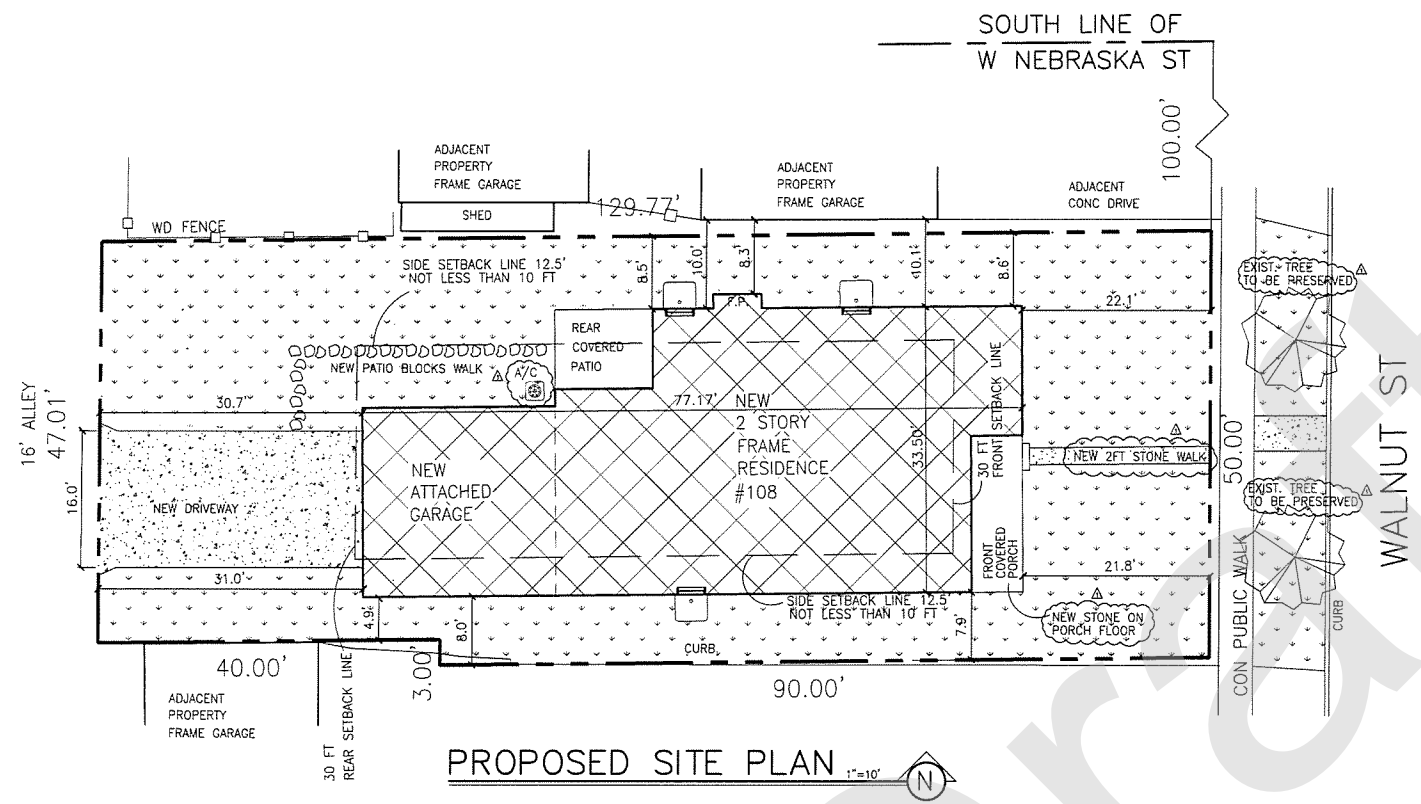
DRAWN BY: PAP

PREVIOUS NO. -

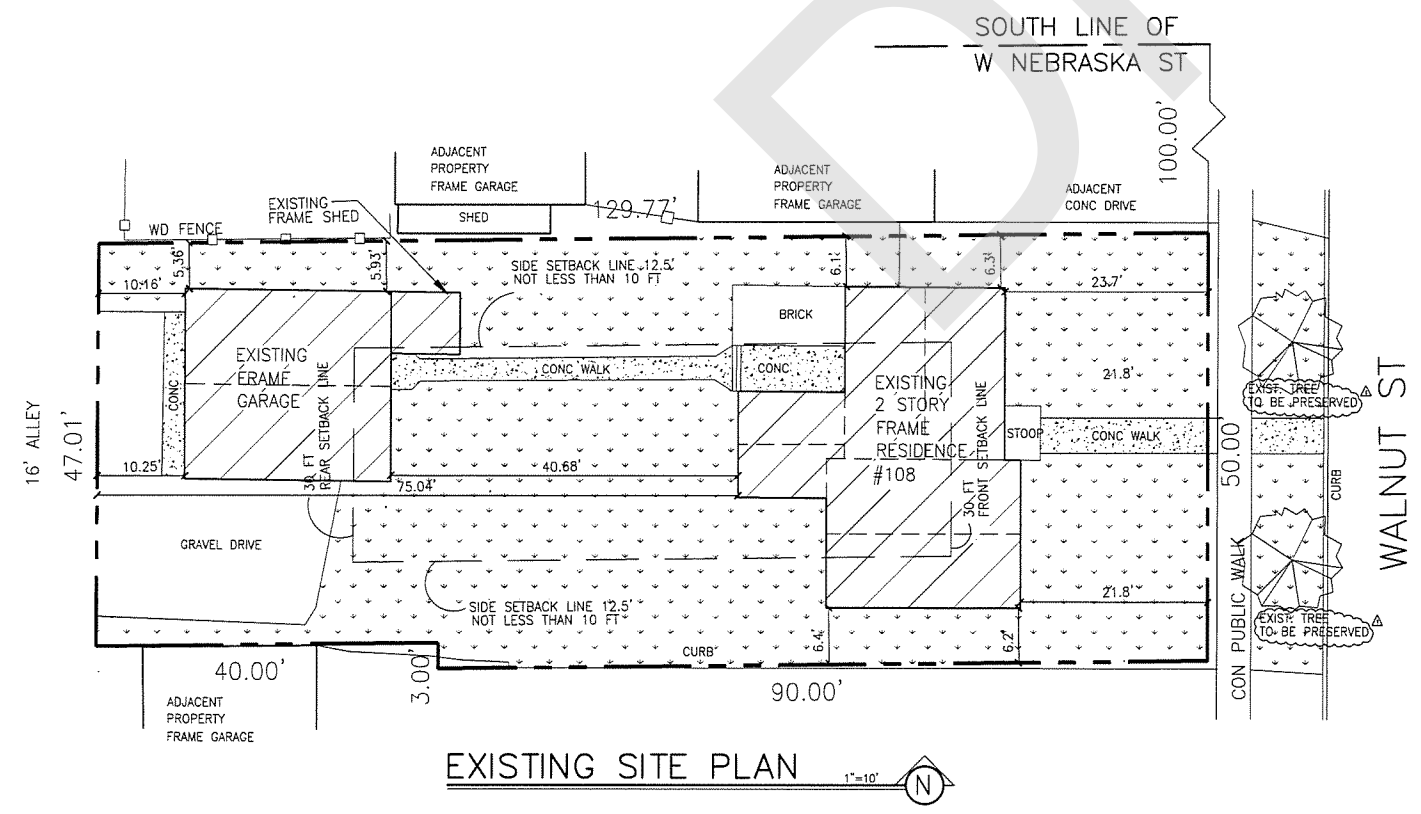
PROJECT NO.
22088

SHEET NUMBER

A-001



PROPOSED SITE PLAN 1"=10'



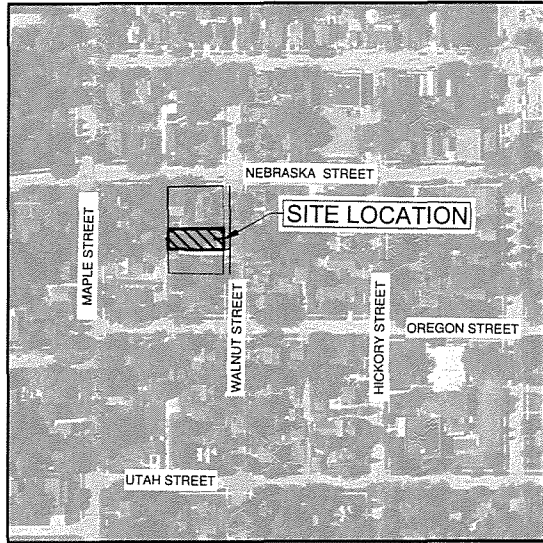
EXISTING SITE PLAN 1"=10'

ZONING DATA				
ZONING DISTRICT:	R-2 SINGLE FAMILY RESIDENTIAL DISTRICT			
USE:	SINGLE FAMILY DWELLING			
DENSITY, DIMENSIONAL, AND OTHER STANDARDS				
	REQUIRED	ACTUAL (EXISTING)	ACTUAL (PROPOSED)	COMPLY
DWELLING UNITS:	2.25 MAX.	1	1	YES
LOT SIZE:	15,000 S.F.	6,376 S.F.	6,376 S.F.	NO
LOT WIDTH:	100 FT. MIN.	50'	50'	NO
LOT DEPTH:	150 FT. MIN.	129.77'	129.77'	NO
MINIMUM REQUIRED YARDS:				
	REQUIRED MINIMUM	ACTUAL (EXISTING)	ACTUAL (PROPOSED)	COMPLY
FRONT YARD	30 FT.	21.8'	21.8'	NO
SIDE YARD (SOUTH)	12.5' NOT LESS THAN 10 FT. ON ANY SIDE	6.2'	4.9' & 7.9'	NO
SIDE YARD (NORTH)	12.5' NOT LESS THAN 10 FT. ON ANY SIDE	6.1'	8.5'	NO
REAR YARD	30 FT.	75.04'	30.7'	YES
BULK DIMENSIONS:				
	REQUIRED	ACTUAL (EXISTING)	ACTUAL (PROPOSED)	COMPLY
HEIGHT:	35 FT. MAX.	22'-4"	32'-4"	YES
MAXIMUM LOT COVERAGE:	1,275 S.F. MAX. (20% MAX.)	1,507 S.F. (23.6%) (HOUSE, GARAGE, SHED)	2,339 S.F. (36.7%) (HOUSE, GARAGE, COVERED PORCH & PATIO)	NO
IMPERVIOUS COVERAGE:	2,550 S.F. MAX. (40% MAX.)	1,941 S.F. MAX (30.4% MAX.)	2,881 S.F. MAX (45.2% MAX.)	NO
GROSS FLOOR AREA:	MORE THAN ONE STORY = MIN. 2,600 S.F.	1,308 S.F.	3,263 S.F.	YES
BASEMENTS:	EACH DWELLING UNIT REQUIRES A BASEMENT EQUAL TO 80% OF THE GROUND FLOOR AREA OF THE FIRST STORY	770 S.F. (84%)	1,475 S.F. (100%)	YES

HOUSE GROSS SQ. FT. AREAS		
	EXISTING	PROPOSED
BASEMENT:	770 SF	1,475 SF
FIRST FLOOR:	914 SF	1,622 SF
SECOND FLOOR:	394 SF	1,641 SF
TOTAL GROSS FLOOR AREA (1ST + 2ND):	1,308 SF	3,263 SF

BUILDING FOOTPRINT AREA:		
	EXISTING	PROPOSED
BUILDING FOOTPRINT AREA-FIRST FLOOR:	914 SF	1,622 SF
FRONT COVERED PORCH:		110 SF
REAR COVERED PATIO:		107 SF
GARAGE	535 SF	500 SF
BUILDING FOOTPRINT AREA TOTAL:	1,449 SF	2,339 SF

IMPERVIOUS COVERAGE CALCULATION		
	EXISTING	PROPOSED
BUILDING FOOTPRINT AREA	1,449 SF	2,339 SF
SHED	58 SF	0 SF
FRONT STOOP	27 SF	0 SF
REAR YARD CONC WALK	114 SF	0 SF
REAR BRICK PATIO	93 SF	0 SF
REAR CONC PATIO	70 SF	0 SF
CONC AT GARAGE	49 SF	0 SF
FRONT PROPERTY WALK	81 SF	41 SF
DRIVEWAY:		501 SF
TOTAL:	1,941 SF	2,881 SF



SITE LOCATION MAP
NO SCALE

LAND DESCRIPTION
LOT 3, EXCEPT THE SOUTH 3 FEET OF THE WEST 40 FEET THEREOF, IN BLOCK 8 IN THE ORIGINAL TOWN OF FRANKFORT, BEING A SUBDIVISION OF A PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 1856 IN BOOK 43, PAGE 168, AS DOCUMENT NO. 228771, IN WILL COUNTY, ILLINOIS

BULK REQUIREMENTS TABLE

TOTAL AREA = 6,357 6,376 SQ.FT.
EXISTING / PROPOSED ZONING: R-2
EXISTING / PROPOSED USE: SINGLE-FAMILY RESIDENTIAL

	REQUIRED	PROPOSED
MINIMUM FRONT YARD	30 FT	21.8 FT
MINIMUM SIDE YARD	10 FT MIN (TOTAL OF 25-FT)	4.9 FT (S) & 7.9 FT (S) & 8.5 FT (N)
MINIMUM REAR YARD	30 FT	30.7 FT
MINIMUM LOT AREA	15,000 SQ.FT.	6,357 6,376 SQ.FT.
MAXIMUM LOT COVERAGE	20%	2,339 / 6,357 6,376 = 36.7%

MAXIMUM LOT COVERAGE TABLE
LOT AREA = 6,357 6,376 SQ.FT.

	PROPOSED (SF)
BUILDING FOOTPRINT AREA (inc. porches)	2,339
LOT COVERAGE (2-STORY)	36.7% (20%=1,275 ALLOWABLE)

MAXIMUM IMPERVIOUS COVERAGE TABLE
LOT AREA = 6,357 6,376 SQ.FT.

	PROPOSED (SF)
BUILDING FOOTPRINT AREA (inc. porches)	2,339
DRIVEWAY	501
SIDEWALK	41
TOTALS	2,881
PERVIOUS AREA	3,495
IMPERVIOUS LOT COVERAGE	45.2% (40%=2,550 ALLOWABLE)

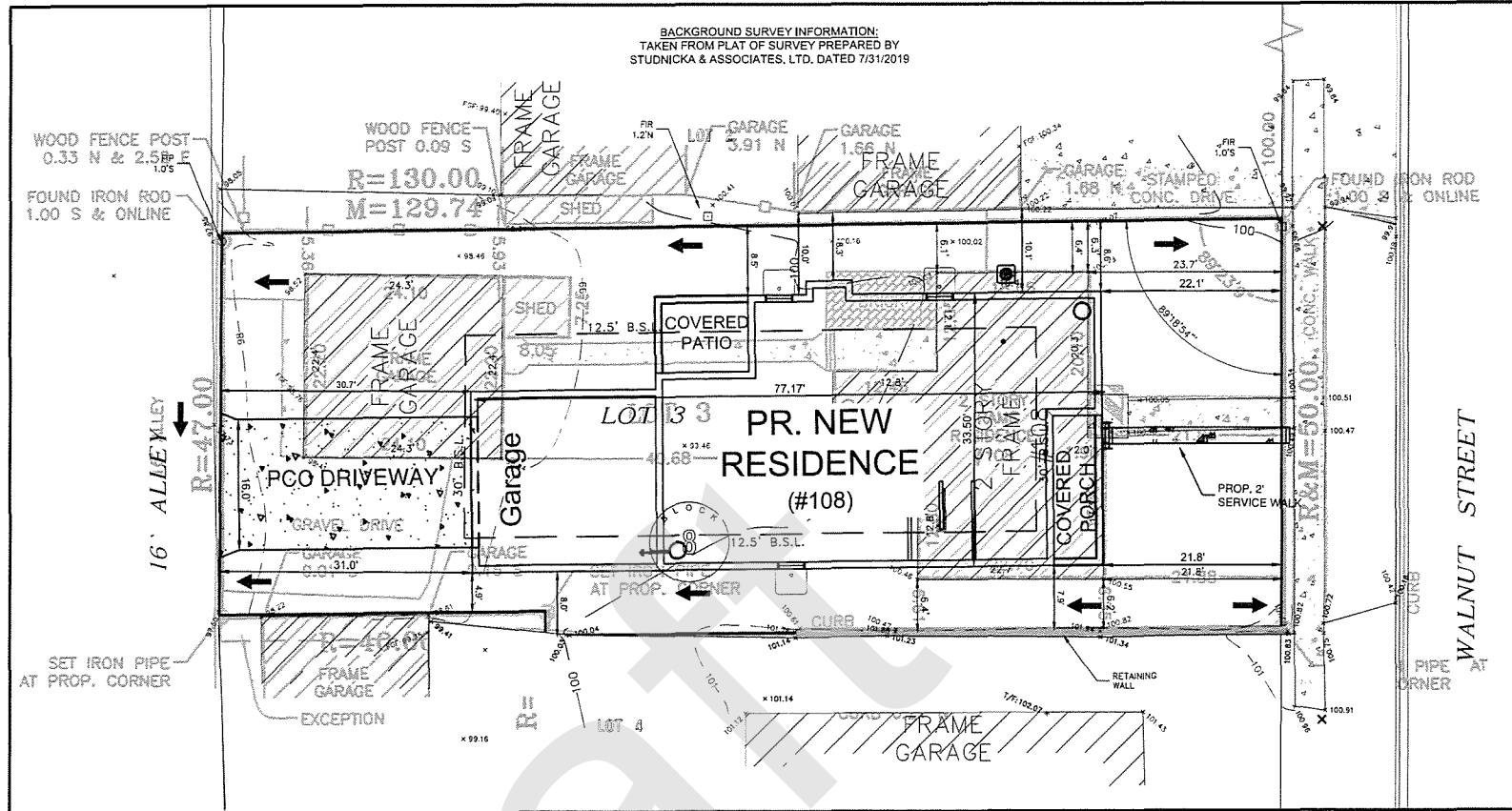
LEGEND

733.00	EXISTING SPOT ELEVATION	1.5" MIN. TY K COPPER	PROPOSED WATER SERVICE, 1.5" MIN. TY K COPPER
730.00	EX. GROUND CONTOUR (PRE-SUBDIVISION)	6" MIN. PVC	PROPOSED SANITARY SERVICE, 6" MIN. PVC
730.00	EXISTING STORM SEWER		(WATER & SEWER SERVICES TO BE CONSTRUCTED PER LOCAL REQUIREMENTS. FIELD VERIFY EX. SERVICE LOCATIONS & SIZING PRIOR TO CONSTRUCTION)
730.00	EXISTING SANITARY SEWER		
730.00	EXISTING STORM CATCH BASIN		
730.00	EXISTING SANITARY MANHOLE		
730.00	PROPOSED FLOW DIRECTION ARROW		
XXXX.XX	PROPOSED SPOT ELEVATIONS		
XXXX.XX	PROPOSED TOP OF CURB ELEVATIONS		
FGF-XXX.XX	SUGGESTED FINISHED GARAGE FLOOR ELEVATION		
T/F-XXX.XX	SUGGESTED TOP OF FOUNDATION ELEVATION		
FBF-XXX.XX	SUGGESTED FINISHED BASEMENT FLOOR ELEVATION		

ABBREVIATIONS
P.U. or P.U.E. - PUBLIC UTILITY EASEMENT
B.S.L. - BUILDING SETBACK LINE
D.E. - DRAINAGE EASEMENT
PCC - PORTLAND CEMENT CONCRETE

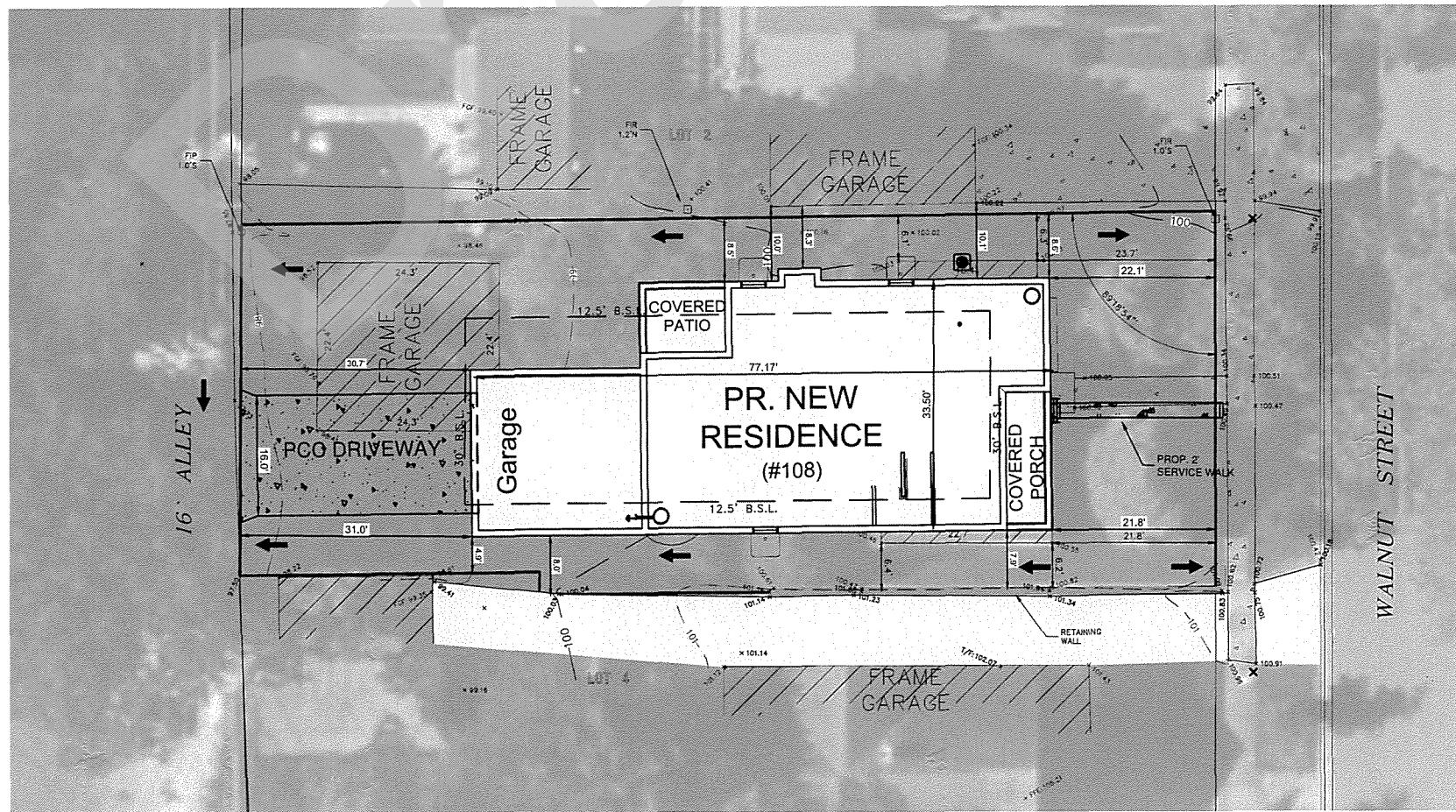
THE EXISTING GROUND CONTOURS ARE BASED UPON A TOPOGRAPHIC SURVEY OF THE ORIGINAL GROUND. ANY DISTURBED AREAS SHALL BE GRADED TO MATCH THE ORIGINAL GROUND TOPOGRAPHY AND PROPOSED GROUND CONTOURS. THE TOPOGRAPHY OF DISTURBED AREAS SHALL BE CHECKED BY THE INDIVIDUAL BUILDER.

DUE TO THE UNCERTAINTY OF SEASONAL GROUND WATER TABLES AND THE GEOPHYSICAL CONDITIONS AFFECTING GROUND WATER MOVEMENT, M. GINGERICH GERAUX & ASSOCIATES TAKES NO RESPONSIBILITY FOR THE MANAGEMENT OF GROUND WATER ASSOCIATED WITH SUB-GRADE CONSTRUCTION. BASEMENTS OR OTHER LIKE FACILITIES CONSTRUCTED BELOW THE FINISHED SURFACE GRADE OF THE PROPERTY ARE AT THE RISK OF THE BUILDER/OWNER.



PROPOSED OVERLAY w/ EXISTING CONDITIONS

SCALE: 1"=10'



DATE	DESCRIPTION
02/17/23	ISSUED FOR REVIEW
03/02/23	PER VILLAGE REVIEW
03/28/23	PER VILLAGE REVIEW
06/19/23	PER SURVEY WORK
07/17/23	PER VILLAGE REVIEW
07/21/23	SETBACK TABLE

CIVIL ENGINEERING
SURVEYING



M GINGERICH GERAUX & ASSOCIATES
MG2A WEST
Professional Design Firm License # 184.005003
P. 815-478-9680 F. 815-478-5685
25620 S. GOUGAR RD. | MANHATTAN, IL 60442
www.mg2a.com

DESIGN: RSR

DRAWING: RSR

CHECKED: BPH

APPROVED: BPH

108 WALNUT STREET
FRANKFORT, ILLINOIS

GEOMETRIC SITE PLAN

SHEET NO.

1 OF 1

JOB NO. 23-027

© 2023 M. GINGERICH GERAUX & ASSOCIATES

SLEEMAN BUILDERS
108 WALNUT STREET
FRANKFORT, ILLINOIS

DESIGN FIRM REG. NO.
184.006972

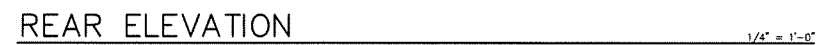
EXP. DATE
4-30-25

REVISIONS	
#	DATE: REV. PER:
Δ	9-20-23 PLAN COMMISSION
DATE: 06-28-23	
AWN BY:	PAP
PREVIOUS NO.	-

PROJECT NO.
22088

SHEET NUMBER

A-2

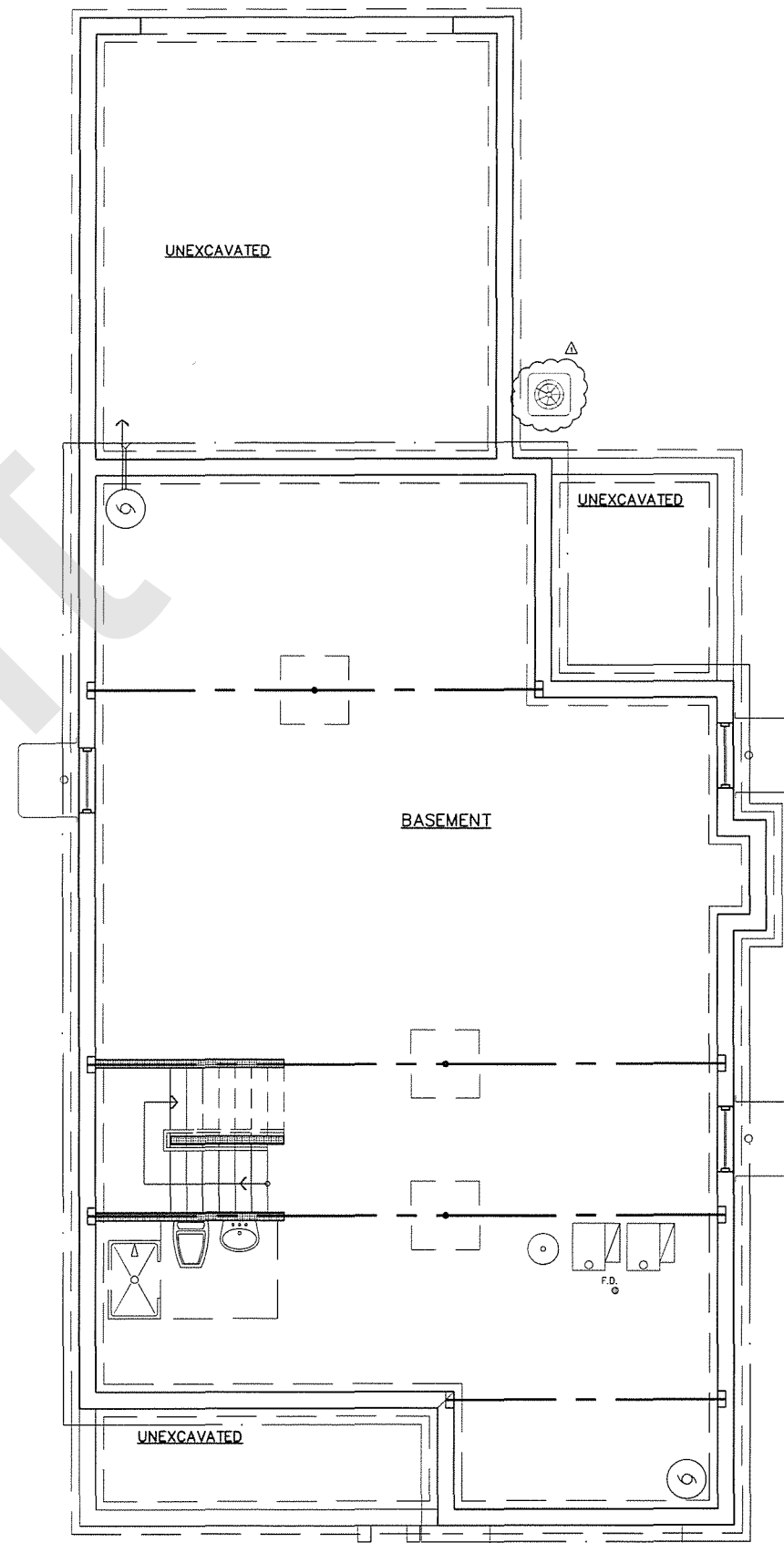


A CUSTOM HOME FOR
SLEEMAN BUILDERS
108 WALNUT STREET
FRANKFORT, ILLINOIS

DESIGN FIRM REG. NO.
184.006972
EXP. DATE
4-30-25

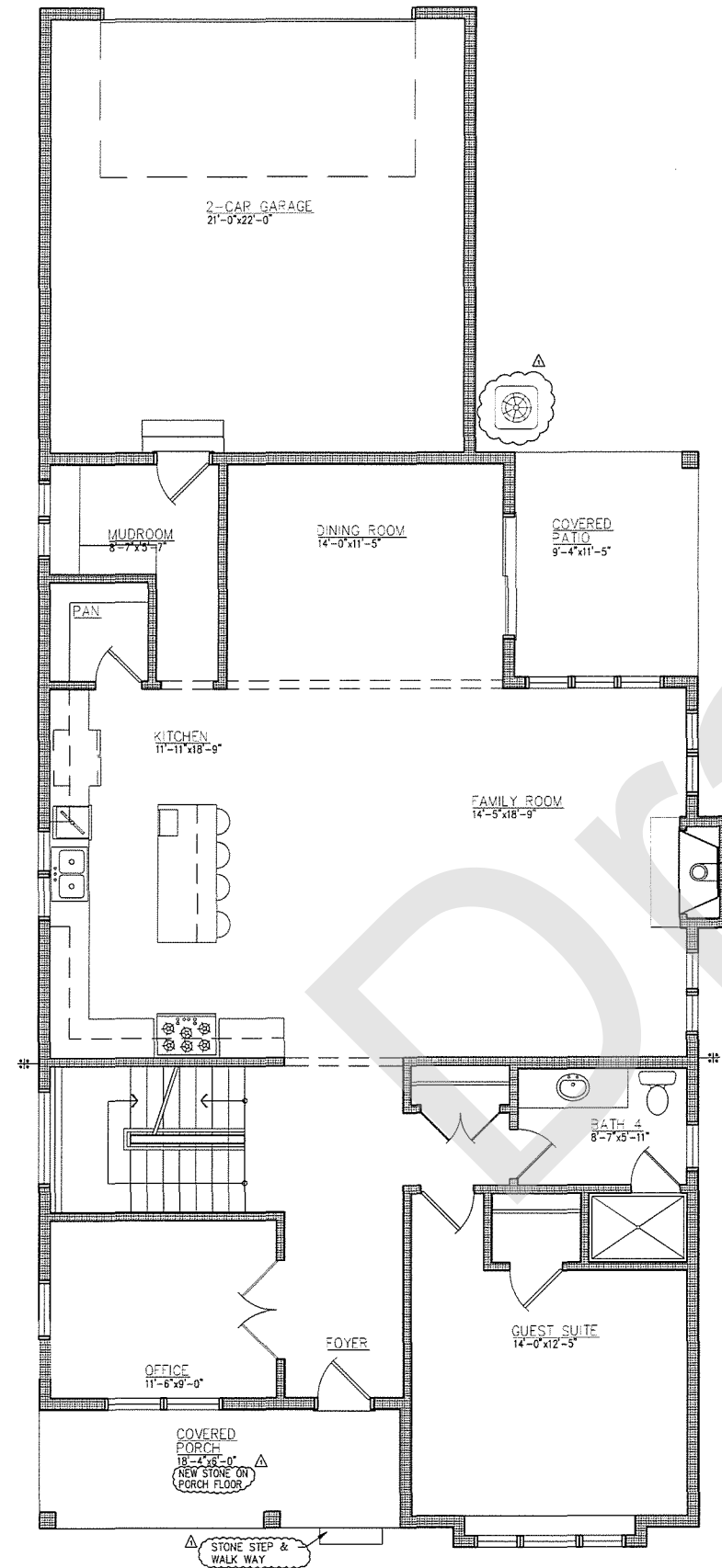
REVISIONS			
REV	#	DATE:	REV. PER:
	9-20-23	PLAN COMMISSION	
DATE: 06-28-23			
DRAWN BY:		PAP	
PREVIOUS NO.		--	
PROJECT NO. 22088			

SHEET NUMBER
A-3

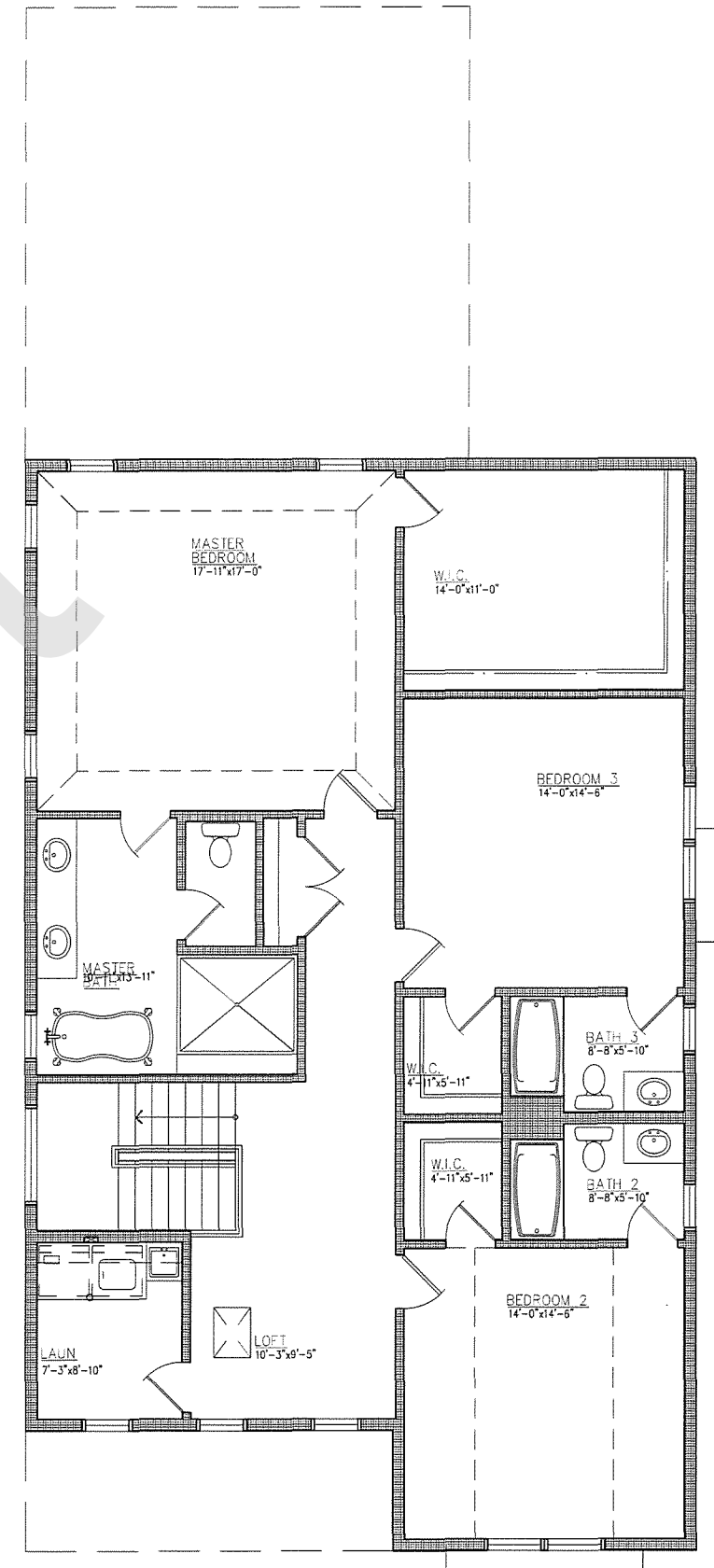


FOUNDATION PLAN

1/4"=1'-0"



FIRST FLOOR PLAN
GROSS FLOOR AREA = 1,622 SQ. FT.



SECOND FLOOR PLAN
GROSS FLOOR AREA = 1,641 SQ. FT.

Ideal

DESIGNS

ARCHITECTS / DESIGNERS
20960 FRANKFORT SQ. RD.
SUITE A
FRANKFORT, ILLINOIS
T: (708) 407-8028
F: (779) 333-7960
gabe@idealcustomdesigns.com
www.idealcustomdesigns.com

A CUSTOM HOME FOR
SLEEMAN BUILDERS
108 WALNUT STREET
FRANKFORT, ILLINOIS

DESIGN FIRM REG. NO. 184.006972	
EXP. DATE 4-30-25	

REVISIONS		
REV #	DATE:	REV. PER:
1	9-20-23	PLAN COMMISSION
DATE: 06-28-23		
DRAWN BY: PAP		
PREVIOUS NO. -		
PROJECT NO. 22088		

MAYOR'S REPORT

OCTOBER 2, 2023

1. Hickory Creek Girls Softball Wins State Championship

Congratulations to the Hickory Creek Middle School Girls' Varsity Softball Team for their outstanding achievement in winning the Illinois Elementary School Association 3A State Championship in Normal, Illinois on September 22 and 23.

2. Village Branch Collection to End in Mid-October

The last scheduled day for Village provided branch pick-up service is October 9. NuWay Disposal will continue yard waste and branch pick-up through November. Bundles and yard waste bags must have a yard waste sticker affixed to them for pick-up by Nu-Way. Yard waste stickers are available for purchase at the Village Administration Building.

The Village will provide seven free curbside leaf collections this year. Leaves will be picked up once a week from October 16 through November 27.

3. Police Testing Prep Class

The Frankfort Police Department is hosting two Police Testing Prep Classes for individuals interested in a career in law enforcement on Saturday, October 14 and Saturday, November 4, from 10:00 A.M. to 12:00 P.M. at the Frankfort Village Hall. Registration is required. Visit www.frankfortil.org for more information.

4. Scary at the Prairie 5K/Spooky Sprint

Join us for the 2nd Annual Scary at the Prairie 5K Costume Run & Spooky Sprint event in downtown Frankfort on Saturday, October 21, at 10:30 A.M. Events include: 100 Yard Dash (5 & under); 1 Mile Run (10 & under) and 5K Run/Walk (all ages). On-line registration is available at www.raceroster.com. The event will also feature a costume contest, DJ music, balloon artist, face painter, bonfire, and more. Visit the Village website for more information.

5. "Safety Trunk or Treat" Halloween Event

The Frankfort Police Department will host its annual "Safety Trunk or Treat" Halloween event on Saturday, October 28, from 10:00 AM to noon at the Breidert Green parking lot in downtown Frankfort. The E.F. Bucko costume parade will kick off the event at 10:00 A.M. followed by the trunk-or-treating. Local businesses and organizations will pass out candy and trinkets to the children from their decorated trunks for this family-friendly event. The Police Department will be accepting canned food and non-perishable items at the event. All donations will go to the Frankfort Township food pantry.

6. Country Market Continues Through October 29

The Frankfort Country Market continues every Sunday in downtown Frankfort, from 9:00 A.M. to 1:00 P.M. through October 29.

7. "Trick or Treat" Hours

"Trick or Treat" hours for the Village are 4:00 P.M. to 7:00 P.M. on Tuesday, October 31.