

PLAN COMMISSION / ZONING BOARD OF APPEALS AGENDA

Thursday, May 9, 2024 6:30 P.M.

Frankfort Village Hall 432 W. Nebraska Street (Board Room)

- 1. Call to Order
- 2. Roll Call
- 3. Approval of Minutes of April 25, 2024
- 4. Public Hearing: Abbey Woods North (Ref #108) Public Hearing continued from April 25, 2024

Requests: Zoning Map Amendment (rezoning) from E-R (Estate Residential) to R-2 (Single-Family Residential) upon annexation, a variation from the Land Subdivision Regulations (§9.2-2 e) to permit a stub street to the west that does not extend to the boundary line and variations for lot width and depth in connection with a 25-lot single-family residential development on approximately 18 acres located south of W. St. Francis Road as an extension of Waterview Trail (PIN: 19-09-15-300-019-0000).

5. Public Hearing: 20825 S. La Grange Road – Planet Fitness (Ref #104)

Requests: (1) Special Use Permit for an Indoor Recreation Use for a fitness facility, and (2) Special Use Permit for extended hours of operation (24 hours per day/7 days per week) in the B-2 Community Business District (PIN: 19-09-22-100-051-0000).

6. Public Hearing: 19977 S. La Grange Road – Crepology Inc. (Ref #106)

Request: Special Use Permit for a carry-out restaurant in the B-3 General Business District (PIN: 19-09-15-101-006-0000).

7. Workshop: 890 Glenbarr Lane – Vandenberg Construction, LLC

Future Public Hearing Requests: Zoning Variations for a proposed one-story single-family home, including a reduction to the minimum required rear yard setback, a reduction to the minimum required lot area, a reduction to the required minimum lot width, and a reduction to the required minimum lot depth in the E-R Estate Residential District (PIN: 19-09-25-402-008-0000).

- 8. Public Comments
- 9. Village Board & Committee Updates
- 10. Other Business
- 11. Attendance Confirmation (May 23, 2024)
- 12. Adjournment

All applicants are advised to be present when the meeting is called to order. Agenda items are generally reviewed in the order shown on the agenda, however, the Plan Commission/Zoning Board of Appeals reserves the right to amend the agenda and consider items in a different order. The Commission may adjourn its meeting to another day prior to consideration of all agenda items. All persons interested in providing public testimony are encouraged to do so. If you wish to provide public testimony, please come forward to the podium and state your name for the record and address your comments and questions to the Chairperson.

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Community Development Department at (815) 469-2177, preferably no later than five days before the meeting.

we of Franker MINUTES



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

April 25, 2024 -VILLAGE ADMINISTRATION BUILDING

432 W. NEBRASKA STREET

Call to Order: Chair Schaeffer called the meeting to order at 6:51 PM

Commissioners Present: Nichole Schaeffer (Chair), Brian James, Johnny Morris, Dan

Knieriem

Commissioners Absent: David Hogan, Jessica Jakubowski, Will Markunas

Staff Present: Community & Economic Development Director Mike Schwarz,

Planner Chris Gruba, Planner Amanda Martinez, Administrative

Assistant Lisa Paulus

Elected Officials Present: None

A. Approval of the Minutes from April 11th, 2024

Chair Schaeffer asked for questions or comments regarding the minutes. There were none.

Motion (#1): To approve the minutes from April 11th, 2024.

Motion by: James Seconded by: Knieriem

Approved: (4-0)

Chair Schaeffer asked members of the audience to raise their hands if they intend to provide testimony during any of the public hearings this evening. A number of people raised their hands. Chair Schaeffer then swore in those members of the audience wishing to provide testimony.

B. Public Hearing: 9426 Corsair Road-Triple Crown Training/Top Velocity (Ref#109)

Amanda Martinez summarized the tabling request. There were no questions from the commissioners.

Motion (#2): To keep open and table the public hearing until May 23rd, 2024.

Motion by: Morris Seconded by: James

Approved: 4-0

C. Public Hearing: Abbey Woods North (Ref #108) Public Hearing Continued from April 11, 2024

Christopher Gruba summarized the tabling request. He noted the applicant needed more time to gather additional information.

Motion (#3): To keep open and table the public hearing until May 9th, 2024.

Motion by: James Seconded by: Morris

Approved: 4-0

D. Public Hearing: 9416 Gulfstream Road, Unit 2 – CV, LLC (Ref#106)

Christopher Gruba presented a summary of the staff report.

The property owner's representative Alex Genova and the business manager Sammy Nakhleh representing the business owner approached the podium.

Sammy Nakhleh stated commercial vehicles will be brought to the site after being purchased by their company. Decals on recently purchased vehicles will be removed and the vehicles will be then sold at the Manheim Auction. There will be no walk-in sales of vehicles. Every vehicle will be enclosed in the building.

Commissioner James asked if the vehicles are shipped or delivered to the site.

Sammy Nakhleh stated the vehicles purchased for the company are either shipped to the site or the company's employees will drive the vehicles back from the auction to the site. He added that it typically depends on the quantity of vehicles purchased and how far the purchased vehicles are located from the site.

Chair Schaeffer asked if they planned to do any auto repair or body work on the vehicles. Mr. Nakhleh responded no. He added they only remove existing decals from the body of the vehicle.

Commissioner Knieriem asked what benefit would their customer have purchasing a vehicle from CV, LLC versus purchasing directly from the auction themselves.

Sammy Nakhleh responded their company assists their customers by removing decals before the vehicle is purchased. He provided an example of when he purchases a vehicle from Penske, he would remove their branding decals with a heat gun before it goes to auction.

Commissioner Morris confirmed the vehicles for sale by the company will not be parked outside and will be kept inside the building until the vehicle is sold.

Sammy Nakhleh agreed with Commissioner Morris and added the vehicles are left inside the building until the next auction date at Manheim Auction. They typically predict a quick turnaround of vehicles.

Chair Schaeffer asked how the company picked this location for their business and how many employees would be employed.

Sammy Nakhleh stated the business owner lives very close to the site and the company would consist of himself, the business owner, and a few people who assist with driving and predicted around 5 total employees.

Commissioner Morris asked how the company would control people wanting to buy a vehicle.

Sammy Nakhleh stated the company is not promoting for the public or people to come to their site of business. Their business will mostly be conducted at the Manheim Auctions. He added the majority of the time, if the vehicle is clean the buyer will take the vehicle the same day.

Chair Schaeffer consented with the board the appropriate and consistent use of the space and the board agreed.

Chair Schaeffer confirmed business hours were the same as written in the staff report, which is reported as Monday thru Friday from 10:00 a.m. to 2:00 p.m.

Sammy Nakhleh confirmed the hours.

Chair Schaeffer questioned the adjustment of the parking limitations for this special use.

Christopher Gruba stated since 30 spaces are required for all combined uses, a tenant would have to stripe the entire parking lot, a site plan would need to be required. He recommended waiving just the 8 spaces for this specific use. He confirmed with the Commission to see if there needs to be striping or not; he suggested at least striping for ADA parking spaces to address the ADA spaces. 2 of the 30 spaces would need to be ADA spaces. The Commission compared neighboring tenants and determined there to be very little traffic from the other tenants.

Mike Schwarz mentioned that the motion should include use of the terms "parking adjustment" as there is no mention of the term "waive" in this section of the Zoning Ordinance.

Alex Genova stated no one parks on the west side of the site to provide access to an existing dumpster and does not think the developer ever striped the parking lot since the building was built.

Chair Schaeffer asked if there should be a certain number of spaces for the business or a need to waive specific parking spaces and inquired about striped parking.

Christopher Gruba recommended the Commission waive the 8 required parking spaces to zero through a parking adjustment for relief for unit 2 and have a condition about a site plan being needed to show parking spaces and ADA spaces.

Commissioner James stated he would lean toward conditioning approval of the special use permit upon striping the parking lot. The Commission agreed with Commissioner James.

Alex Genova stated he did brief the property owner about the potential to have a condition about striping the parking lot. He added the property owner would like to have the tenant move in sooner and as a landlord she will be agreeable to striping the parking lot of the site.

Motion (#4): To close the public hearing.

Motion by: James Seconded by: Morris

Approved: 4-0

Motion (#5): To approve a parking adjustment to reduce 8 required parking spaces to 0, for the property located at 9416 Gulfstream Road, Unit 2 (PIN 19-09-34-301-006-0000), per Article 7, Section B, Part 5 of the Zoning Ordinance.

Motion by: Knieriem Seconded by: James

Approved: 4-0

Motion (#6): To recommend to the Village Board approval of a Special Use Permit for automobile sales in the I-1 Limited Industrial District, for the property located at 9416 Gulfstream Road, Unit 2 (PIN 19-09-34-301-006-0000), in accordance with the submitted plans, public testimony, and Findings of Fact, subject to the following condition(s):

1. There shall be no sales inventory vehicles displayed or stored in the existing exterior striped parking spaces.

2. A site plan shall be provided to staff noting new striping of parking stalls on the subject property. Each parking space shall measure at least 9'x18'. If only one row of parking is provided, the drive aisle shall be at least 20' wide. All striping shall comply with any Fire Code regulations.

Motion by: Knieriem Seconded by: James

Approved: 4-0

E. Public Hearing: 9194 Gulfstream Road – Equipment Share.com Inc. (Ref#107)

Michael Schwarz presented a summary of the staff report.

The applicant, Jeffrey Williams, and general manager Robert Wilkins of EquipmentShare.com Inc. approached the podium.

Commissioner Knieriem asked what kind of equipment the company would be renting.

The applicants stated the company will be renting industrial tools such as air compressors, shipping hammers, personal handheld devices used by contractors, and welding equipment. They do rent construction light towers, but that equipment will be stored inside for safety purposes. The company would also rent out safety equipment.

Chair Schaeffer asked if the company was nationwide or local and how many employees the site would have.

The applicants stated the company is nationwide. The company has an additional location in Joliet, Illinois. They added the tooling division will move from the Joliet site to the Frankfort site. They stated the site would have 6 to 8 employees. Robert Wilkins stated the company operates business to business, not to the public. In order to rent equipment, one would need an account-based system; without a previous account set up, you cannot just come and rent equipment from the site.

Commissioner Morris inquired about signage for the site location.

The applicants stated the company would like to install a wall sign on the building to say EquipmentShare and that applicants would comply with any permitting necessary for signage.

Chair Schaeffer suggested the applicants meet code with future signage so the applicants would not have to come back through the Commission with a variation request.

Chair Schaeffer asked if any members of the public wished to speak at the public hearing. There were none.

Motion (#7): To close the public hearing.

Motion by: Knieriem Seconded by: James

Approved: 4-0

1. <u>Motion (#8):</u> To recommend to the Village Board approval of a Special Use Permit for large equipment rental, sales, and service for the property located at 9194 Gulfstream Road (PIN 19-09-34-301-006-0000), in accordance with the submitted plans, public testimony, and Findings of Fact.

Motion by: Knieriem Seconded by: James

Approved: 4-0

Motion (#9): To recommend to the Village Board approval of a Special Use Permit for outdoor storage in the I-1 Limited Industrial District, for the property located at 9194 Gulfstream Road (PIN: 19-09-34-401-001-0000), in accordance with the submitted plans, public testimony, and Findings of Fact, subject to the following condition(s):

- 1. Outdoor storage only shall be permitted within the area designated on the submitted Site Plan; and
- 2. Materials stored on site may not exceed the fence height and/or shall be completely screened from the public right-of-way and adjacent properties; and
- 3. Semi-trailers, shipping containers or other similar storage containers are prohibited for storage; and
- 4. The outdoor storage area shall be maintained in neat and orderly condition and vehicular access to the roll-up doors and trash enclosure shall be maintained at all times.

Motion by: James Seconded by: Morris

Approved: 4-0

F. Public Comments

There were no public comments.

G. Village Board & Committee Updates

Mike Schwarz noted that the following project was approved by the Village Board at its meeting on April 22, 2024:

 Dunkin' Commercial Multi-Tenant Building: 20400 S. LaGrange Road - Special Use Permits for a Carry-Out Restaurant, Drive-Up Service Windows, Outdoor Seating, and Extended Hours of Operation, and a Sign Variance for the area of a freestanding sign

Chris Gruba previewed the proposed Zoning Ordinance text amendments that were authorized by the Committee of the Whole. Chris stated there are three proposed text amendments. The first amendment relates to expiration times for Special Use Permits and Variations. The second amendment relates to how quickly the Plan Commission and Board must act upon a request after an application is filed. Currently, certain existing review times are sometimes difficult to achieve. The third proposed amendment is to add assisted living facilities as a Special Use in the B-4 District within the Table of Permitted and Special Uses.

H. Other Business

There was no other business.

I. Attendance Confirmation (April 25th, 2024)

Chair Schaeffer asked Commissioners to please let staff know if they cannot attend the next meeting.



Project: Abbey Woods North

Meeting Type: Public Hearing

Requests: Rezoning (upon annexation), Preliminary Plat of Subdivision, relief from Design Standards for

cul-de-sac length and wall length, relief from Land Subdivision Regulations for cul-de-sac

length and stub street connection, review of variations for lot width & depth

Location: South side of St. Francis Road, just east of La Grange Road

Applicant:O'Malley Builders Inc.Prop. Owner:Steven BeemsterboerRepresentative:Shawn O'Malley

Staff Reviewer: Christopher Gruba, Senior Planner

Site Details

 Gross Area:
 797,583 sq. ft. (18.31 acres)

 Net Area
 574,120 sq. ft. (13.18 acres)

 PIN(s):
 19-09-15-300-019-0000

Existing Zoning: A-1 (County)

Proposed Zoning: R-2 (Single-Family Residential)

Future Land Use: Single Family Detached Residential

Lots: 25

Adjacent Land Use Summary:

	Land Use	Comp. Plan	Zoning
Subject Property	Undeveloped	Single-Family	A-1 (County)
North	Single-Family	Single-Family	R-2
South	Floodway	Conservation	R-1
East	Religious/ Institutional	Institutional/ Utility	E-R
West	Single Family	Single-Family	A-1 (County)

Figure 1. Location Map



Project Summary -

The applicant, O'Malley Builders, Inc., is proposing a 25-lot single-family detached residential subdivision for "Abbey Woods North" (the plans at workshop #1 included 26 lots). The subject property is located in unincorporated Will County and zoned A-1, Agricultural. The Village's 2019 Comprehensive Plan recommends that the property be developed for Single-Family detached homes. The applicant is proposing to rezone the property to R-2, Single-Family Residential, upon annexation into the Village. The current single parcel would be subdivided into 25 residential lots and 5 common area lots through a Plat of Subdivision. To serve the residential lots, Waterview Trail would be extended south of St. Francis Road and would be dedicated public right-of-way. This road extension would terminate in a cul-de-sac. The proposed subdivision would follow a "traditional" development process and would not be a PUD (the reasons for which explained later in this report). As proposed, the development would require several code modifications, which would be permitted and memorialized as part of the annexation agreement.

Attachments

- 1. Aerial Photographs, Village of Frankfort GIS (scales of 1:6,000 and 1:3,000)
- 2. FEMA floodplain and floodway maps
- 3. National Wetland Inventory Map
- 4. 2019 Bike Path Diagram
- 5. Table of Lot Size, Width and Depth, prepared by staff
- 6. 2008 Design Standards excerpt, Street Geometric Criteria
- 7. Subdivision Ordinance (Ord-921) excerpt, Section 9.2-10 Cul-de-sacs
- 8. <u>Draft</u> Covenants and Restrictions for Abbey Woods North
- 9. Details of proposed fencing, received 4.25.24
- 10. Details of proposed retaining walls, received 4.23.24 and 4.29.24
- 11. Rezoning Findings of Fact
- 12. Plat of Survey, received 1.16.24
- 13. Tree Survey and list of existing trees, received 1.16.24
- 14. Plat of Annexation, received 1.16.24
- 15. Preliminary Plat, received 4.26.24
- 16. Preliminary Plat, retaining walls bolded in red, property lines in blue (staff)
- 17. Plat of Easement (Fleck Property), received 4.1.24
- 18. Landscape Plan, received 4.30.24
- 19. Lighting Plan, received 4.1.24
- 20. Truck Turning Plan, received 4.1.24

Changes since Public Hearing on 4.11.24: -

Since the public hearing on April 11th, the applicant has provided the remaining outstanding plans and information. They are summarized as follows:

- 1. The Preliminary Plat has been revised. It now illustrates the correct building setbacks for Lots 12, 13, 23 and 24. These lots are irregular, pie-shaped lots and require greater front yard setbacks that are measured at the building setback line, or the line where the lot is at least 100′ wide as required per code. Lots 12 and 13 have a 50′ front yard setback, Lot 24 has a 45′ front yard setback and Lot 23 has a 40′ front yard setback. All other lots have the standard 30′ front yard setback. The Plat also illustrates a "no fence" easement between the retaining walls and the rear property line on both the east and west sides of the development. This "no fence" easement spans the rear yards of Lots 7-11 and Lots 13-14. Prohibiting fences between the retaining walls and the rear property lines will ensure access to the drainage easements in these areas for lawn maintenance and other maintenance should the need arise.
- 2. The Landscape Plan has been revised to illustrate the correct unit of measurement for all trees and shrubs. This has allowed staff to mathematically calculate the required plant units. The landscape requirements have been met and exceeded for the street trees, the landscape berm along St. Francis Road and for both detention ponds. A total of 588 caliper inches of preservation trees are proposed to be removed from the site. The applicant exceeded the landscaping requirements for the St. Francis berm and the detention ponds by 355 caliper inches. As such, the site remains deficient by 233 caliper inches of preservation trees removed. In staff's opinion, there is not enough space on the site to fit the remaining 233 caliper inches, since any more could result in overcrowding of trees. Also, the Landscape Ordinance is clear in that replacement trees shall be planted on-site and not on neighboring properties. The same ordinance states that a cash-in-lieu fee of \$100 is required for each caliper inch of preservation tree not mitigated on-site, resulting in a total payment of \$23,300.
- 3. The applicant has clarified the method of construction for the retaining walls. The two western wall sections would be poured concrete, with concrete footings. These walls will be stamped to give the appearance of stone. The eastern wall, which is shorter, would be stacked masonry block. Specifications of each wall type have been included with this report.
- 4. The applicant has provided a detail of the proposed fencing, which would be the only type of fencing permitted in this development. Fences would be placed around and within the residential lots. Fences are not proposed in any common areas.

Analysis (updated)

2019 Comprehensive Plan:

The Comprehensive Plan designates the subject property as "Single-Family Detached Residential". The proposed use of the property for 25 single-family homes is consistent with the plan.

Zoning:

The subject property is currently zoned A-1, Agricultural, as per the zoning designation of Will County. The applicant is proposing rezoning the property to R-2 (Single-Family Residential), upon annexation into the Village. The R-2 zone district permits single-family homes by-right.

Dimensional Table:

	R-2 Standard	Notes	
		Largest: Lot 23: 19,445 SF, Smallest:	
Minimum Lot Size	15,000 SF	Lots 18 & 19: 15,000 SF, Avg: 16,110 SF	
Minimum Lot Width	100' typical lot, 120' corner lot	Average: 108' (approx.)	
	150' typical lot, 130' if abuts	Avorago: 146' (approx.)	
Minimum Lot Depth*	permanent open space	Average: 146' (approx.)	
Maximum Density	2.25 d.u./net ac.	Proposed: 1.89 d.u./net ac.	
		30' for most lots, "pie/wedge" shaped	
		lots require greater setback behind the	
Front Yard Setback	30' min	100' lot width.	
Corner Side Yard Setback	30' min	30'	
	10' min ea. side, total 25' both	TBD (custom homes)	
Side Yard Setback	sides	TBD (custoff florites)	
		30', although rear setback may be	
		greater due to public utility & drainage	
Rear Yard Setback	30' min	easements (Lot 14 for example)	
Lot Coverage	20% max	TBD (custom homes)	
Impervious Lot Coverage	40% max	TBD (custom homes)	

^{*}Min lot depth: The minimum lot depth may be decreased by 20' if the rear lot line abuts permanent open space. In this case, those lots that abut the detention ponds may be as little as 130' deep. These include Lots 1-6 and 12.

Site Plan:

General Comments:

- 1. The site slopes down noticeably from a high point along St. Francis Drive to the low point of Hickory Creek. A significant portion of the southern end of the site is in a regulated floodway and cannot be developed.
- 2. The R-2 zone district allows a maximum residential density of up to 2.25 dwelling units/acre. The applicant is proposing a density of 1.89 dwelling units/acre, complying with this requirement.
- 3. All 25 lots meet the minimum lot size requirement of 15,000 square feet for the R-2 zone district.
- 4. Most of the lots meet the minimum **lot width** requirement. However, Lots 8, 9, and 25 are the only corner lots in the subdivision and all of them do not meet the required 120' lot width. These substandard

lot widths would require <u>3 variations total</u>, which, if granted would be memorialized within the annexation agreement.

- 5. Most of the 25 lots meet the minimum **lot depth** requirement of 150' for a typical lot and 130' when the rear lot line of a lot abuts permanent open space (such as either detention pond). Lots 10, 14, 15 and 16 do not meet the minimum lot depth requirement. These substandard lot depths would require <u>4</u> variations total, which, if granted, would be memorialized within the annexation agreement
- 6. The Preliminary Plat illustrates the building setback lines on the lots as well as the proposed building footprint for each house (rectangle). The minimum front setback in the R-2 zone district is 30'. However, some pie-shaped lots are much narrower at the front. Since the R-2 zone district requires a minimum lot width of 100' for non-corner lots, the front building setback line was shifted further from the street for Lots 12, 13, 23 and 24.
- 7. The applicant is proposing retaining walls on both the east and west sides of the subdivision development. Although the retaining walls are noted on the Plat, staff highlighted them in red on a separate exhibit so they can be seen more clearly. There are 3 separate sections of retaining walls. The first workshop illustrated double-tiered walls, but now all walls are singular. The longest wall section is 370'. The tallest wall is 2.45'. The 2008 Design Standards (page 70) notes that the use of retaining walls is "strongly discouraged" and that any retaining walls over 50' long or 2.5' tall require review and approval by the Plan Commission. The Design Standards do not note this as a variation, but rather as an approval granted the Plan Commission, not the Village Board. It should be noted that the applicant is not proposing any walls that exceed 2.45' in height, so the PC/ZBA need only act on the request for walls that exceed 50' long.
- 8. 50' of the north end of the property must be dedicated to the St. Francis Road right-of-way. This dedication is illustrated on the Preliminary Plat.
- 9. The applicant is requesting several variations for this project, including but not limited to providing less than the minimum required lot widths and depth. In response, staff recommended to the applicant to investigate whether either of the adjacent property owners would consider conveying (selling) a portion of their land to provide greater flexibility of site design, such as meeting the minimum lot depth requirement. The applicant has informed staff that neither adjacent property owner is interested in selling a portion of their property.

Parking & Loading:

- 1. Each dwelling unit is required to provide a two-car garage. Floorplans weren't provided because each home will be custom-built, but it's anticipated that each unit will have a 2-car garage, meeting this requirement. The draft CCR's note that each unit must have a two-car garage.
- The extension of Waterview Trail would be dedicated as a public road, complying with the 2008 Design Standards, including the required 66' right-of-way width. On-street parking would be permitted on this new public road.

Vehicular & Pedestrian Circulation:

1. The Waterview Trail extension would be approximately 1,200' long, measured from the proposed public sidewalk along St. Francis Road to the end of the cul-de-sac. The 2008 Design Standards (page 97) states that any dead-end local street shall not exceed 750'. The Subdivision Ordinance (Ord-921, page 50) states that any dead-end street serving 25 or more homes shall not exceed 500'. The proposed road extension would therefore require relief from both these requirements, which may be provided as part of the annexation agreement.

- 2. The Subdivision Ordinance (page 46) notes that proposed streets shall extend to the boundary lines of the tract to be subdivided. For this reason, and due to the long length of the proposed road extension terminating in a cul-de-sac, staff requested a stub street connection to the undeveloped 18-acre property to the west, commonly known as the Fleck Property. This stub street connection meets the minimum right-of-way width of 66', complete with curbing and 5' sidewalks on either side. However, the street pavement and sidewalks stop short of the Fleck property by approximately 30', requiring an exception from this section of code, which can be permitted as part of the annexation agreement. Staff is currently drafting the annexation agreement, but it is expected to include language requiring a Letter of Credit to cover the cost for completion of the final 30'± of the stub street.
- 3. The Subdivision Ordinance notes that the length of a residential block shall not exceed 2,000' (page 52). At approximately 1,200', the proposed Waterview Trail extension complies with this requirement.
- 4. A 6' wide sidewalk is required along the south side St. Francis Road and 5' wide sidewalks along each side of the Waterview Trail extension. Both of the required sidewalks are illustrated on the Preliminary Plat.
- 5. In 2019, the Village drafted preliminary planning documents for a future bike path along the north side of Hickory Creek from La Grange Road near Dollar Tree to an older pedestrian bridge near Lighthouse Pointe Park (see attached exhibit). The bike path crosses through the subject property at the south end, close to Hickory Creek, and would be the first segment of the path to be completed. At staff's request, the applicant has provided a 10' wide bike path connection, closely matching the preliminary plans for the route of the bike path and would allow a future connection to properties on either side. The bike path would be located in a common area within part of Outlot A, to be owned and maintained by the HOA. The bike path would also connect to the cul-de-sac right-of-way, making it accessible to residents of the subdivision. The general public could also access the bike path via St. Francis to the Waterview Trail extension. The proposed retaining walls would not interfere with the bike path.

Stormwater & Drainage:

There is a significant floodway over the south 1/5 of the subject property adjacent to Hickory Creek (see attached FEMA exhibits). The proposed development maximizes the number of lots on the site and the applicant has been working closely with Robinson Engineering for preliminary engineering approval; the project was initially proposed for 27 lots and was reduced to 25 lots. On-site detention has been provided in two detention ponds: one adjacent to Hickory Creek and one along the western side of the development. At this time, all of the preliminary engineering comments have been addressed, although there will be final engineering comments after Board approval, should the Board approve.

The most significant engineering change since the first workshop is that the double-tiered retaining walls on the east and west sides of the project have been replaced with single-tier walls, and these walls were reduced in height further after the second workshop. This was achieved by creating a shared drainage swale and underground stormwater piping system that runs along the west property line, encroaching slightly onto the Fleck property. The shared drainage swale will require that a 15' wide public utility & drainage easement be placed on the Fleck property. As such, a Plat of Easement will be required on the Fleck property. A copy of this Plat has been attached to this report, but because the Fleck property is located in unincorporated Will County, no action is required by the PC/ZBA, but staff will review the Plat prior to recording. As part of the Preliminary Plat approval, a condition has been added that a copy of the recorded Plat of Easement for the Fleck property be provided to staff prior to the issuance of building permits.

Landscaping:

Most of the Village's landscaping requirements are listed in the Landscape Ordinance, although some requirements are listed in the Zoning Ordinance. For the proposed residential subdivision, four (4) basic types of landscaping are required:

- Street Trees (Parkway Plantings) along the Waterview Trail extension: One (1) overstory tree is required
 for every 35' lineal feet of road frontage. The Landscape Plan notes that three (3) different tree species
 will be provided for the street trees. The total number of street trees provided complies with this code
 requirement.
- 2. Landscaping adjacent to an Arterial Road (St. Francis): A 25' wide, 3' tall, landscaped berm is required along the length of St. Francis Road. This berm must contain "125 plant units" per 100' of lineal frontage and at least 40% of the plant units must be evergreen. A 3' tall berm is provided along the entire length of St. Francis Road, although there are two gaps east of the proposed Waterview Trail extension, but these have been provided for drainage. The Landscape Ordinance does permit exceptions when the berm would conflict with drainage, as in this case. This 25' landscape berm is located in a 25' wide "no fence, no access" easement, to ensure no fences or vehicular connections (driveways) to St. Francis Road. The berm required a total of 933 plant units, with 1,028 plant units proposed, exceeding this requirement by 95 plant units. Plant units, specifically the tree caliper inches, may be applied to on-site mitigation of preservation trees.
- 3. Landscaping around the perimeter of stormwater detention facilities: Twenty (20) plant units are required for every 100' lineal feet of perimeter around each pond, measured at the high-water level (HWL). The north pond required a total of 302 plant units, with 900 plant units proposed, exceeding this requirement by 598 plant units. The south pond required a total of 147 plant units, with 600 plant units proposed, exceeding this requirement by 453 plant units. Plant units, specifically the tree caliper inches, may be applied to on-site mitigation of preservation trees.
- 4. Preservation Tree mitigation: The Tree Survey lists all of the existing trees on the property, with 158 existing trees in total. As listed on the Tree Survey itself, 72 of the 158 trees would be removed. Of the 72 trees to be removed, 47 of these are classified as "preservation trees" in the Landscape Ordinance and are "fair" or "good" condition. Most of the preservation trees are mature and therefore require more new trees for mitigation. Preservation trees, due to their desirability for ecological and aesthetic reasons, must be mitigated on-site site with other new trees at least 2.5" in caliper. Preservation trees must be mitigated at a 1:1 ratio of caliper inch removed. The 47 preservation trees to be removed, in fair or good condition, add up to a total of 588". Mitigation trees can't be planted on private lots, below the highwater line of the detention ponds or in the floodway or floodplain. Although the applicant made a very serious effort toward the required 588 caliper inch replacement, the Landscape Plan is still short 233 caliper inches. In this instance, a cash-in-lieu donation is required for 233 caliper inches, or \$23,300.

Traditional Development vs. PUD:

Staff is recommending that the subdivision be developed in a "traditional" sense and not as a PUD. To support this decision, staff offers the following:

The purpose of PUD's is described in the Zoning Ordinance on page 22: This section is intended to provide the means and guidelines through which tracts of land may be developed through a comprehensive approach, rather than the traditional lot-by-lot treatment afforded by other districts in this ordinance. It is intended to provide a maximum of design freedom by permitting the developer an opportunity to more fully utilize the physical characteristics of the site through the reduction of lot sizes, yards, height and bulk restrictions and mixing of uses. Through the requirement of a development plan, it is the intent that property under this section will be developed through a unified design, providing contiguity between the various elements, and ultimately leading to a better

environment. Increased densities may be permitted under this section if such increases can be substantiated on the basis that the superior site design makes greater densities possible, with no reduction of amenities; and keeping with the Village desire to provide a wide range of open space opportunities to serve local park and recreation facilities for active and passive use. This section is not intended to be a device for making increased densities more acceptable, or as a means of circumventing the Village's bulk regulations or standards. This section should only be employed in instances where a benefit for the community can truly be derived from its use.

Staff offers the following:

- 1. Per the definition above, a PUD "...should only be employed in instances where a benefit for the community can truly be derived from its use". It's not clear what benefits are offered or could be offered as proposed. The development does not provide any usable, common open space, community structures such as a gazebo or dog park or preserve any mature trees not located in the floodplain. The only benefit offered is a bike path, which is required pursuant to Section 8.4-1 of the Land Subdivision Regulations which pertains to specific requirements for recreational sites that are included in the Comprehensive Plan. The proposed shared use path is reflected as a "Priority Gap" on Figure 3.2 Frankfort Trail Inventory Map on Page 25 in the Comprehensive Plan.
- 2. The illustration on page 30 of the Zoning Ordinance is intended to provide an example of a typical residential PUD. It illustrates smaller (typically undersized) lots, provides usable common open space, preserves existing wooded areas and provides a larger buffer from a river. The proposed Preliminary Plat for Abbey Woods North maximizes lot sizes, provides no usable open space, removes a large number of existing trees on the site (most of which are located in the floodplain and floodway of Hickory Creek), and the development extends as close as possible to Hickory Creek itself. In short, the proposed plan does not look like the picture.
- 3. The applicant is required to provide "tangible benefits" for PUD developments. These tangible benefits are intended to offset the "exceptions" (variations) requested. These tangible benefits should go above and beyond what is already required by code. Again, the only possible tangible benefit as proposed is a 10' wide bike path, which would have been required for this property anyway. Tangible benefits also sometimes involve additional landscaping above and beyond what is required by code. In addition to the required landscaping around the ponds, the berm along St. Francis Road and the street trees along Waterview Trail, the applicant will be required to plant 235, 2½" caliper trees to mitigate the preservation trees lost. It's quite possible that there isn't enough space to plant these 235 mitigation trees on-site, and therefore there wouldn't be any space beyond that to add additional plantings to reach the level of a tangible benefit.

Other:

- 1. The Fire District has reviewed the proposed site plan and does not have any additional comments at this time.
- 2. A draft of the Covenants and Restrictions has been provided and included with this report. The draft does contain some obvious errors, such as specifically excluding patios, decks, swimming pools and gazebos as accessory structures, whereas the Village's Zoning Ordinance includes all of these under the definition of "accessory structure". These errors should be corrected by the applicant and reviewed by staff prior to review by the Committee of the Whole.
- 3. A letter has been provided from the State Historic Preservation Office (SHPO) noting that there aren't any significant cultural resources on-site that would be impacted by the proposed development.

4. On November 8, 2022, the applicant was asked by staff to transmit a copy of the proposed Plat to the School District and Frankfort Park District in accordance with Section 1B of Ordinance No. 2265, commonly referred to as the School and Park Donation Ordinance. On January 19, 2023, the applicant forwarded an email from the Park District, noting that they will be requesting a cash-in-lieu payment from the developer. The payment is a function of the size of each home, which is not known at this time. However, the Park District estimates a cash donation between \$134,559 and \$174,987 for the entire subdivision. Cash donations will be paid individually over time as building permits are released for new homes.

Code Relief Requested —

The applicant is requesting the following code relief for the project. Staff recommends that these requests be included as part of the Annexation Agreement and its attachments, to eventually be approved by the Village Board. To "offset" the requested relief, the PC/ZBA may recommend additional amenities for the development, which would be conditions of approval that may also make their way into the future annexation agreement. Conversely, the PC/ZBA may choose to state for the record during the workshop that they are *not* in favor of granting some or all of the relief requests. The code relief requests, thus far, are as follows:

- 1. The minimum lot depth for the R-2 zone district is 150' for a typical lot, but this lot depth may be decreased to 130' when the rear lot line abuts permanent, common open space. Lots 10, 14, 15 and 16 do not meet the minimum 150' depth requirement. Please see attached Lot Size, Width and Depth exhibit prepared by staff.
- 2. The minimum lot width for the R-2 zone district is 100' for typical lots and 120' for corner lots. There are three (3) corner lots proposed (Lots 8, 9 and 25) that do not meet the 120' minimum width. Please see attached Lot Size, Width and Depth exhibit prepared by staff.
- 3. The 2008 Design Standards note that local access roads that terminate in a cul-de-sac may not exceed 750' long (page 97). The proposed road extension of Waterview Trail, including the cul-de-sac, measures approximately 1,200'.
- 4. The Land Subdivision Regulations (Ord-921), notes that cul-de-sacs or dead-end streets serving 25 or more dwelling units may not exceed 500' in length. The proposed road extension of Waterview Trail, including the cul-de-sac, measures approximately 1,200'.
- 5. The Land Subdivision Regulations (Ord-921), notes that stub street connections must be paved all the way to the boundary of the development. The stub street, as proposed, stops short approximately 30' from the west property line. The reason for this is because the subject property will be raised higher than the adjacent properties and completing the road to the property line would create a "cliff" at the terminus. The applicant has agreed to provide a Letter of Credit to the Village as an exhibit of the annexation agreement, holding the applicant responsible for the cost of completing the stub street to the property line if and when the Fleck property to the west is developed.

Rezoning, Findings of Fact —

The Plan Commission shall make written Findings of Fact and shall submit same, together with its recommendations to the Village Board, for action. Where the purpose and effect of the proposed amendment is to change the zoning classification of particular property, the Plan Commission shall make findings based upon all the evidence presented to it and shall consider among other pertinent matters, the following:

- 1. Existing uses of property within the general area of the property in question;
- 2. The zoning classification of property within the general area of the property in question;

- 3. The suitability of the property in question to the uses permitted under the existing zoning classification;
- 4. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification; and
- 5. The change in zoning is in conformance with the comprehensive plan of the Village and its official map.

The proposed R-2 zoning of the subdivision would match the existing R-2 zoning to the north in the Candle Creek Subdivision. The E-R zone district to the east and the R-1 zone district to the south are generally compatible with the proposed R-2 zoning. The property to the west remains unincorporated but has a County zone district of A-1 (agricultural).

Anticipated Review Process –

The past/future review process is as follows:

- 1. PC/ZBA workshop #1 (May 25, 2023)
- 2. PC/ZBA workshop #2 (January 25, 2024)
- 3. PC/ZBA public hearing #1 (April 11, 2024), kept open and continued
- 4. PC/ZBA public hearing #2 (April 25, 2024), kept open and continued
- 5. PC/ZBA public hearing #3 (May 9, 2024)
- 6. Staff will draft the annexation agreement and transmit it to the Village Attorney for legal review and comment.
- 7. The Committee-of-the-Whole will review the project plans and annexation agreement, including several exhibits as attachments such as the draft CCR's.
- 8. The Village Board will act on the Preliminary Plat of Subdivision, Ordinance for the annexation agreement (Public Hearing and legal notices required), Ordinance for annexing certain land into the Village (Plat of Annexation) and an Ordinance for Rezoning from E-R (default zoning) to R-2. Also, the Board will review the proposed Plat of Easement on the Fleck property, although no formal action is required for this unincorporated property.
- 9. Return to the PC/ZBA for review of the Final Plat of Subdivision to provide a recommendation.
- 10. Return to the Board for action on the Final Plat of Subdivision.

Affirmitive Motions –

- 1. Approve the use of retaining walls that exceed 50' long, as noted on page 70 of the Design Standards, in accordance with the reviewed plans, public testimony and Findings of Fact.
- 2. Recommend the Village Board approve the rezoning request for the parcel (19-09-15-300-019-0000) from E-R to R-2 upon annexation, in accordance with the reviewed plans, public testimony and Findings of Fact.
- 3. Recommend the Village Board approve the Preliminary Plat of Subdivision for Abbey Woods North, in accordance with the reviewed plans and public testimony, subject to any necessary technical revisions, conditioned upon preliminary engineering approval, dedication of right-of-way for St. Francis Road, that the outlots (including detention ponds) and the 15' wide public utility and drainage easement on the Fleck property be maintained by the Abbey Woods North Homeowners Association and providing staff a copy of the recorded Plat of Easement for the Fleck property.
- 4. Recommend the Village Board approve an exception to the 2008 Design Standards to permit a cul-de-sac local street that exceeds 750' long for Waterview Trail, to be included as part of the annexation agreement for Abbey Woods North, in accordance with the reviewed plans and public testimony.

- 5. Recommend the Village Board approve an exception to the Land Subdivision Regulations (Ord-921) to permit a cul-de-sac street serving 25 units or more that exceeds 500' long for Waterview Trail, to be included as part of the annexation agreement for Abbey Woods North, in accordance with the reviewed plans and public testimony.
- 6. Recommend the Village Board approve an exception from the Land Subdivision Regulations (Ord-921) to permit a stub street to the west that does not extend to the boundary line of the development, to be included as part of the annexation agreement for Abbey Woods North, in accordance with the reviewed plans and public testimony.
- 7. Recommend the Village Board approve a variation request to reduce the minimum corner lot width to 106.8' instead of 120' for Lot 8, which may be included as part of the Annexation Agreement for Abbey Woods North, in accordance with the reviewed plans, public testimony and Findings of Fact.
- 8. Recommend the Village Board approve a variation request to reduce the minimum corner lot width to 106.2' instead of 120' for Lot 9, which may be included as part of the Annexation Agreement for Abbey Woods North, in accordance with the reviewed plans, public testimony and Findings of Fact.
- 9. Recommend the Village Board approve a variation request to reduce the minimum corner lot width to 106.6' instead of 120' for Lot 25, which may be included as part of the Annexation Agreement for Abbey Woods North, in accordance with the reviewed plans, public testimony and Findings of Fact.
- 10. Recommend the Village Board approve a variation request to reduce the minimum lot depth to 123.1' instead of 150' for Lot 10, which may be included as part of the Annexation Agreement for Abbey Woods North, in accordance with the reviewed plans, public testimony and Findings of Fact.
- 11. Recommend the Village Board approve a variation request to reduce the minimum lot depth to 122.5' instead of 150' for Lot 14, which may be included as part of the Annexation Agreement for Abbey Woods North, in accordance with the reviewed plans, public testimony and Findings of Fact.
- 12. Recommend the Village Board approve a variation request to reduce the minimum lot depth to 146.4' instead of 150' for Lot 15, which may be included as part of the Annexation Agreement for Abbey Woods North, in accordance with the reviewed plans, public testimony and Findings of Fact.
- 13. Recommend the Village Board approve a variation request to reduce the minimum lot depth to 146.2' instead of 150' for Lot 16, which may be included as part of the Annexation Agreement for Abbey Woods North, in accordance with the reviewed plans, public testimony and Findings of Fact.

Abbey Woods North - 26-lot subdivision



Abbey Woods North - 26-lot subdivision



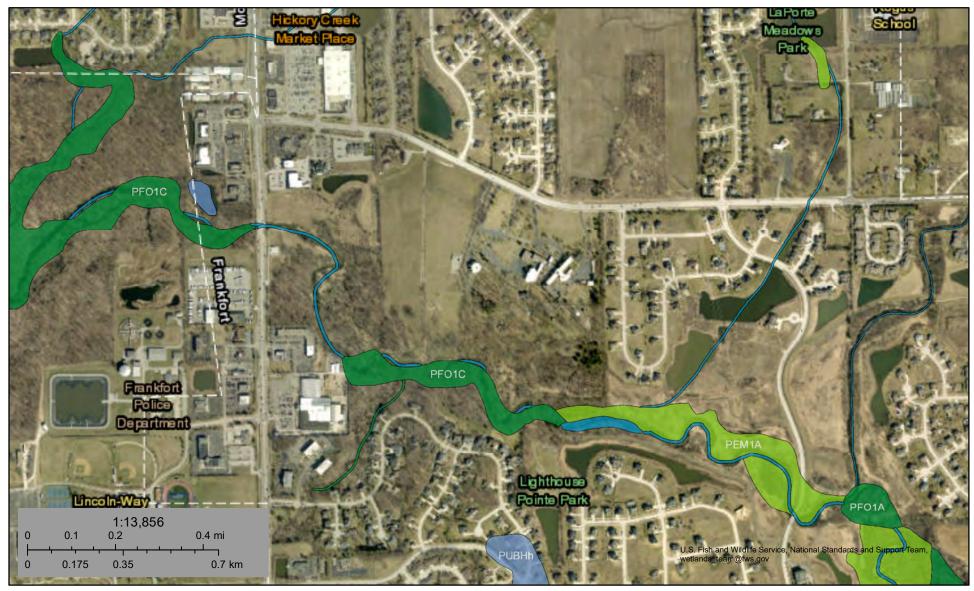
12

0 250 500 1,000 Feet



U.S. Fish and Wildlife Service National Wetlands Inventory

Abbey Woods North



October 13, 2022

Wetlands

Estuarine and Marine Deepwater

Estuarine and Marine Wetland

Freshwater Emergent Wetland

Freshwater Pond

Lake



Other

Freshwater Forested/Shrub Wetland

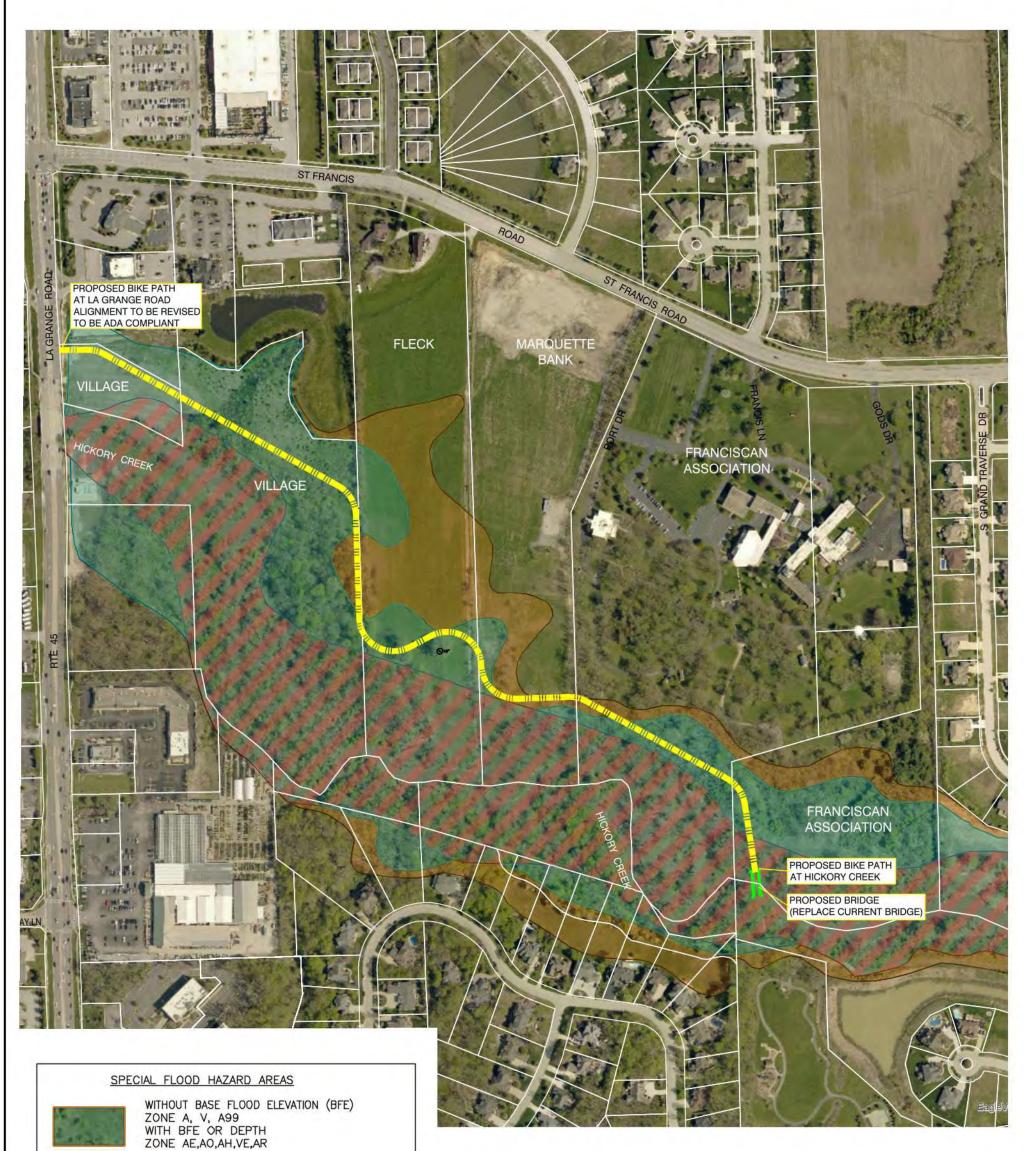


Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

VILLAGE OF FRANKFORT PROPOSED HICKORY CREEK BIKE PATH TOPOGRAPHIC EXHIBIT







REGULATORY FLOODWAY

SQUARE MILE ZONE X
SOURCE: FEMA FLOOD INSURANCE RATE MAP

DATED FEBRUARY 15, 2019

0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE

PREPARED BY:

Red text indicates exception required

	Area	Width	Depth	
Lot 1	19,029	138.5	131.2	
Lot 2	17,169	120	130.1	
Lot 3	15,530	119.7	132.5	
Lot 4	15,791	121.1	134.9	
Lot 5	15,463	125	130.8	
Lot 6	15,219	115	132.4	
Lot 7	15,547	100	157.8	
Lot 8	18,294	106.8	151.1	120' required
Lot 9	15,926	106.2	150	120' required
Lot 10	15,072	108.5	123.1	150' required
Lot 11	16,096	100	150.2	
Lot 12	15,021	100	135.3	
Lot 13	17,046	100	169.1	
Lot 14	15,023	110.2	122.5	150' required
Lot 15	15,020	102.6	146.4	150' required
Lot 16	15,018	102.7	146.2	150' required
Lot 17	15,046	116.1	152.1	
Lot 18	15,000	100	150	
Lot 19	15,000	100	150	
Lot 20	15,006	100	150	
Lot 21	16,401	100	162.5	
Lot 22	15,652	100	151	
Lot 23	19,445	100	162.1	
Lot 24	17,135	100	157.4	
Lot 25	17,800	106.6	171.6	120' required
AVG:	16,110	107.96	146.012	

STREET GEOMETRIC CRITERIA					
	REGIONAL ARTERIAL	COMMUNITY ARTERIAL	MAJOR COLLECTOR	NEIGHBORHOOD COLLECTOR	LOCAL ACCESS
Right-of Way width	120'	80-100'	80'	66'	66'
Roadway width ¹	53-77'	36-53'	36'-51'	36'	32'
Sidewalk width ^{2, 3}	6'	6'	5'	5'	5'
Curb type	B-6.24	B-6.24	B-6.12	$M-3.12^9$	M-3.12
Number of traffic lanes ⁴	4-6	2-4	2-4	2	2
Minimum Lane width	12'	12'	12'	12'	12'
On Street Parking	Prohibited	Prohibited	Prohibited	OneSidePermitted	One Side Permitted
Minimum cul-de-sac pavement radius ⁵	N/A	N/A	55'	N/A	45'
Maximum cul-de-sac length ⁶	N/A	N/A	1000'	N/A	750'
Maximum grade	6%	6%	6%	6%	8%
Minimum gutter grade	0.5%	0.5%	0.5%	0.5%	0.5%
Design Speed Posted Speed ⁷	65 mph *	30-55 mph *	30-45 mph	30 mph 25 mph	30 mph 25 mph
Minimum Return radius ⁸	40'	40'	40'	30'	20'
Crown	2%	2%	2%	2%	2%

- 1. Dimensions are measured back to back of curb
- 2. Sidewalk shall be placed in public right-of-way, 1-foot from the property line unless otherwise approved by the Village Engineer
- 3. Sidewalk designated as bike path shall be a minimum width of 10' or as designated on the Bicycle Trail Master Plan.
- 4. Four (4) lanes required for traffic volumes over 15,000 ADT. Six (6) lanes required for traffic volumes over 25,000 ADT.
- 5. Cul-de-sac right-of-way radius shall be 75-feet for commercial and industrial streets and 65-feet for all others
- 6. The combined length of the street and diameter of the cul-de-sac
- 7. *Village streets with curb and gutter shall have 45 mph maximum posted speed. Design and posted speeds shall be determined by sight distance and approved by the Village Engineer.
- 8. Return radii should meet turning requirements of appropriate design vehicle designated in Section 6.05B.
- Install B-6.12 if no driveway access is required by the Plan Commission.

NOTE: These are guidelines. Actual design subject to Village review and approval.

9.2-9 Tangents

A tangent at least 100 feet in length shall be introduced between reverse curves on major arterials and collector streets.

9.2-10 Culs-de-sac or Dead-End Streets

- A cul-de-sac or dead-end street serving less than 25 dwelling units shall not exceed 1,000 feet in length. Culs-de-sac serving 25 or more dwelling units shall not exceed 500 feet in length.
- b. The diameter of a cul-de-sac turnaround (measured at the outside right-of-way) shall be not less than 124 feet. Pavement diameter of a cul-de-sac turnaround shall be not less than 90 feet.

9.2-11 Half-Streets

Street systems in new subdivisions shall be laid out so as to eliminate or avoid half-streets. Where an existing half-street is adjacent to a new subdivision, the other half of the street shall be dedicated by the subdivider. Where a new subdivision abuts an existing street of inadequate right-of-way width, additional right-of-way width may be required to be dedicated by the subdivider to meet the requirements of this section.

9.2-12 Street Intersections

- a. Streets shall be laid out so as to intersect as nearly as possible at right angles. A proposed intersection of two (2) new streets at an angle of less than 75 degrees shall not be acceptable. Not more than two (2) streets shall intersect at any one point unless specifically approved by the Planning Commission. (See Figure 2, page 70, Appendix A).
- b. Proposed new intersections along one side of an existing street shall wherever practicable coincide with any existing intersections on the opposite side of such street. Street jogs with center line offsets of less than 150 feet shall not be permitted. Where streets intersect

DECLARATION OF COVENANTS AND RESTRICTIONS FOR ABBEY WOODS NORTH SUBDIVISION

THIS DECLARATION is made thisday ofby, as Trustee under the provisions of a Trust Agreement dated, and known as Trust Nohereinafter referred to as Declarant.	
PREAMBLES:	
A. Declarant owns fee simple title to a certain parcel of real estate in the County of Will, State of Illinois, legally described in Exhibit "A" attached hereto and made a part hereof ("the Property"); and	
B. Declarant and Developer desire to develop a single-family residential development on the Property to be knowns Abbey Woods North Subdivision (the "Development"); and	vn
C. Declarant is desirous of submitting the Property to the provisions of this Declaration.	
NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be held, transferred, sold, conveyed as occupied, subject to the covenants and restrictions hereinafter set forth.	ıd
ARTICLE I	
DEFINITIONS	
When used in this Declaration, the following words and terms shall have the following meanings:	
1.1 "Declarant" shall mean and refer toas Trustee under the provisions of a Trust Agreement datedand known as Trust No, its beneficiaries, successors and assigns. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or any rights of the Declarant provided herein if designated as such by Declarant in any instrument recorded for such purposes as provided in Section 8.12.	
1.2 "Developer" shall mean and refer to, an Illinois limited liability company, which is the owner of 100% he beneficial interest in, to, and under the Declarant.	of
"Dwelling" shall mean any building located on a Lot and intended for the shelter and housing of a single fam	ily.
.4 "Homeowners Association" shall mean Abbey Woods North Homeowners Association.	
"Improvement" or "Improvements" shall mean and include dwellings, any and all buildings, dwelling access building, driveways, pedestrian walkways, fences, decks, patios, hedges, lawns, sidewalks, planted trees, shrubs and other structures or landscaping improvements of every kind and description.	
"Living Area" shall mean that portion of a dwelling which is enclosed and customarily use for dwelling burposes, and having not less than eight feet (8') of headroom, but shall not include porches, terraces, breezeways, attached garage, carports, dwelling accessory buildings, or any portion below ground level at any point. A dwelling accessory building shall mean a subordinate building or a portion of a dwelling, the use of which is incidental to the dwelling and customary in connection with that use.	
"Lot" shall mean each part of the property, the size and dimension of which shall be established by the legal description in the Lot Deed conveying such Lot. A Lot may also be established pursuant to the Plat of Subdivision or an instrument in writing executed, acknowledged and recorded by Declarant which designates a part of the property a Lot for the purposes of the Declaration.	
"Lot Deed" shall mean the deed of Declarant conveying a Lot to an owner.	
"Owner" shall mean and refer to the record owner, whether one or more persons of fee simple title to any Lo	t,

including Contract Sellers, but excluding those having such interest merely as security for the performance of an obligation; The term "Owner" shall include the Developer to the extent Declarant owns Lot and also includes the interest

of Developer or a Declarant as a Contract Seller of a Lot.

- 1.10 "Person" or "Persons" shall mean all natural individuals, corporations, partnerships, trustees, or other legal entities capable of holding title to the real property.
- 1.11 "Property" shall mean and refer to the real estate legally described in Exhibit "A" attached hereto and made a part hereof.
- 1.12 "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.
- 1.13 "Story" shall mean that portion of a dwelling included between the surface of any floor and the surface of the floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

ARTICLE II

PONDS AND LANDSCAPE

- 2.1 It is the responsibility of the Homeowners Association to maintain the detention ponds and the bike path (the Village only maintains the inlet and outlet structures of the pond).
- 2.2 It is the responsibility of the Homeowners Association to maintain the retaining walls located over the multiple private lots.
- 2.3 It is the responsibility of the Homeowners Association to maintain the landscaping on top of and between the retaining walls (rock, native plantings).

ARTICLE III

CONSTRUCTION REQUIREMENTS

- 3.1 One Single Family Residential Dwelling. Only one single-family residential dwelling shall be built, constructed) erected, or allowed to exist on each lot in the Subdivision. None of the lots in the Subdivision as originally platted shall be divided or re-subdivided except for the purpose of combining portions thereof with an adjoining lot or lots provided that no additional building site is created thereby. Any single ownership or single holding by any person or persons which comprises the whole of one of said lots (as originally platted and subdivided) and a part or parts of one or more adjoining lots, for the purposes of this Declaration, shall be deemed to constitute a single lot upon which only one single-family residential dwelling maybe erected, constructed, built or allowed to exist.
- 3.2 Dwelling Styles. Only two-story homes and ranch homes shall be built, constructed, erected or allowed to exist on any lot in the Subdivision. No tri-level homes, bi-level homes, or split-level homes shall be built, constructed, erected or allowed to exist on any lot in the Subdivision. No prefabricated home, modular home, log home or log sided home shall be constructed, built, erected or allowed to exist on any lot in the Subdivision.
- 3.3 Minimum Living Area. A two-story residential dwelling shall contain at least two thousand eight hundred (2,800) square feet of living area, not less than thirteen hundred (1,300) square feet of which will be on the first floor, exclusive of garage, breezeway, porches and basement. A one-story residential dwelling shall contain at least two thousand five hundred (2,500) square feet of living area, exclusive of garage, breezeway, porches and basement. Any residential dwelling having more than one story shall be deemed to be a two-story residential dwelling for the purposes of this paragraph 3.3.
- 3.4 Building Set Backs. No building or structure shall be built, constructed, erected or allowed to exist closer to the front lot line or street than the front building set back line shown on the Plat of S ubdivision for that particular lot. There shall be a side yard setback from the sides of the building or structure to the side lot line of each lot as follows: all structures shall be set in from the side lot line a distance of not less than ten (10) feet on the least side,

with the sum of the two sides not less than twenty-five (25) feet or as provided by the Village of Frankfort zoning ordinance.

- 3.5 Exterior Construction Materials. The exterior of the first floor of each single-family residential dwelling, to include the garage, shall be constructed of brick or stone. Except for fascia, soffits, gutters and down spouts, no aluminum or vinyl siding shall be allowed on the exterior of any single-family residential dwelling, to include the garage, constructed, erected or built on any lot in the Subdivision.
- 3.6 Roof Material and Pitch. Roofs may only be constructed of architectural grade (i.e. Oak Ridge II, Timberline, Hallmark, etc.) thirty (30) year shingles. The minimum roof pitch of each house is to be 8/12.
- 3.7 Garage Requirements. As appurtenant to the single-family residential dwelling constructed, erected or built on each lot, a private garage of sufficient size to house not less than two (2) standard size American made automobiles shall be constructed or erected, which garage must be either attached directly to the single-family residential dwelling or by an enclosed breezeway and must be architecturally designed to complement the main single-family residential dwelling. Such garage shall not be used at any time as a residence, whether temporary or permanent.
- 3.8 Driveways. A concrete or paver brick driveway shall be constructed on each lot in the subdivision from the curb line to the entrance of the garage. No asphalt driveways shall be allowed to be constructed or to exist on any lot in the Subdivision.
- 3.9 Sidewalks. Prior to the issuance of an occupancy permit for the Dwelling constructed, built or erected on any lot in the Subdivision or ______, whichever date is earlier, the Owner of each lot in the Subdivision shall construct all public sidewalks required for such lot in accordance with the subdivision ordinance of the Village of Frankfort.
- 3.10 Parkway Landscaping. Prior to the issuance of an occupancy permit for any Dwelling erected on each lot in the Subdivision or ______, whichever date is earlier, the Owner of each lot in the Subdivision shall landscape that portion of the parkway between the sidewalk and the curb line which is adjacent to such lot, to include grading, seeding or sodding of the parkway and the planting of the necessary parkway trees in accordance with the landscape plan approved by the Village of Frankfort in regard to the Subdivision. The size, species and location of such parkway trees shall be in accordance with the landscape plan approved by the Village of Frankfort in regard to the Subdivision and the subdivision landscaping ordinance of the Village of Frankfort. The Owner of each lot in the subdivision shall be responsible for the watering, replacement and maintenance of the parkway landscaping.
- 3.11 Sump Pump Drains. Prior to the issuance of an occupancy permit by the Village of Frankfort for a dwelling constructed on any lot in the Subdivision, the Owner shall be responsible to hook up the sump pump drain from the dwelling to the existing sump pump drain installed by the Developer.
- 3.12 Landscaping. Prior to the issuance of an occupancy permit for any Dwelling constructed on each lot in the Subdivision or _____, whichever date is earlier, the Owner of each lot in the Subdivision shall plant trees in the front yard of the lot. The size and species of such trees shall be in accordance with the subdivision landscaping ordinance of the Village of Frankfort. Said trees shall be located at least ten (10) feet from the driveway, at least ten (10) from any sidewalk and at least ten (10) feet from the dwelling. The watering, replacement and maintenance of said trees shall be the responsibility of the Owner. Within ninety (90) days after a Dwelling erected on each lot in the Subdivision is occupied or such additional time as necessary due to seasonal requirements, but in no event more than one hundred eighty (180) days after occupancy, the Owner shall establish a lawn and complete the landscaping of the lot.
- 3.13 Grading Plan. Each Owner during construction of the dwelling on each lot shall conform to the grading plan prepared by the Developer's Engineer and approved by the Village Engineer of the Village of Frankfort. Any and all excess fill and excess dirt shall be removed from the lot. No excess fill or dirt shall be placed on any drainage easement or utility easement. At no time shall the contours of any drainage easement or utility easement be disturbed or altered.
- 3.14 Fences. Any and all fences erected on any lot or portion of a lot in the Subdivision shall be bronze colored aluminum open picket fences of the Jerith Manufacturing Company, Inc. Style No. 202 fence design or such other similar fence design. The height of such fence shall be no greater than or no less than sixty inches (60") except as required by the ordinances of the Village of Frankfort. No fence shall be erected beyond the front exterior of the

dwelling on the lot. No chain link, wrought iron, wood, split-rail or any other kind of fence other than as set forth above shall be constructed, erected, built or allowed to exist on any lot or any portion of any lot in the Subdivision.

- 3.15 Swimming Pools. No above ground swimming pools shall be constructed, erected or allowed to exist on any Lot.
- 3.16 Accessory Structures. No accessory structure or building, including but not limited to barns, stables, sheds, detached garages, pole buildings or green houses shall be constructed, erected or allowed to exist on any lot in the Subdivision. For the purposes of this paragraph, patios, decks, swimming pools and gazebos shall not be considered to be accessory structures or buildings.
- 3.17 Construction and Completion of Dwelling. The work of constructing, altering or remodeling any dwelling on any lot in the Subdivision shall be prosecuted diligently from its commencement and until completion thereof. The complete exterior structure or shell, not including finished exterior materials (e.g. brick, stone or other approved material), must be completed, erected and constructed within ninety (90) days after the date of construction of such dwelling shall have been commenced. The completed shell covering (including the roof and all exterior walls) on every dwelling commenced to be constructed on any lot in the subdivision shall be completed within six (6) months after the date of commencement of such construction. The effect of this provision shall be to require that from the street and from adjoining lots each such dwelling shall appear completed within said six (6) months.
- 3.18 Destruction of Dwelling. In the event any dwelling is destroyed either wholly or partially by fire or other casualty, said dwelling shall be promptly rebuilt, repaired or remodeled to conform to this Declaration, or if not rebuilt, repaired or remodeled, all remaining portions of the dwelling, including the foundation and all debris shall, within ninety (90) days from the date of such fire or casualty, be removed from the lot and any excavation remaining on said lot shall be promptly filled with dirt, stone or other fill material.
- 3.19 Air Conditioning Units. Any and all air conditioning units or condensers shall be located on the side or rear of each Dwelling and shall be landscaped so as to be concealed from view from any street or adjoining lot.

ARTICLE IV

ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE DEVELOPMENT

- 4.1 Necessity of Architectural Review and Approval. No Dwelling or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, decorative building, deck, gazebo, play structure, lighted recreational area, landscaping, landscape device or object structure or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Architectural Review Committee (ARC). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. No foundation shall be poured nor shall construction commence in any manner or respect until the layout for the structure is approved by the ARC.
- 4.2 Architectural Review Committee. The Architectural Review Committee shall consist of two (2) or more members appointed by the Developer. In the event the Developer shall relinquish its authority to appoint the members of the ARC, or shall fail to appoint one or more members to the ARC, or upon the expiration of 10 years from the date of this Declaration, whichever comes first, the members of the ARC shall be appointed by the Board of Directors of the Association.
- 4.3 Powers and Duties of the ARC. The ARC shall have the following powers and duties:
 - (a) To require submission to the ARC of two (2) complete sets of all plans and specifications for any Dwelling or structure of any kind, including, without limitation, any building, swimming pool, tennis court, screen enclosure, decorative building, landscape device or object, structure or other improvement, the construction or placement of which is proposed upon any Lot in the Subdivision. The ARC may review and pre-approve preliminary plans of a proposed Owner prior to the submission of plans and specifications from an architect with the final review and approval contingent upon submission of plans and specifications from a licensed architect provided for herein.

The ARC may require submission of samples of building and construction materials proposed for use on any Lot and such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with this Declaration including but riot limited to, a site plan showing location of the buildings, landscape plan, fences, gas or electric yard light and other structures upon the Lot. At the time the plans and specifications are submitted to the ARC, the Owner shall pay to the ARC a fee of Three Hundred Dollars (\$300.00) for the ARC's services in reviewing the plans and specifications.

- (b) The ARC shall have the unrestricted right to prevent the building of and to disapprove of any construction plans submitted to it as aforesaid if, in the sole opinion of the ARC:
 - (i) Such construction plans are not in accordance with all of the provisions of this Declaration.
 - (ii) If the design, exterior and interior size, exterior shape, exterior construction materials or color scheme of the proposed building or other structure is not in harmony with the adjacent buildings, structures of the character of the Development; or
 - (iii) If such construction plans as submitted are incomplete; or
 - (iv) If the ARC deems the construction plans or any part thereof or any material used on the exterior of the building to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare, or rights of all or any part of the real property, subject hereto, or the Owners thereof, or of the adjacent property Owners, all in the sole and uncontrolled discretion of the ARC; or
 - (v) If the ARC shall, within its sole and unlimited opinion and discretion, deem the construction plans or any part thereof or the building or structure to be unacceptable or of such design or proportions, or to be constructed of such unsuitable materials or exterior color schemes as shall depreciate or adversely affect the values of other sites or buildings in the Development.
 - (vi) If the elevation, roof lines and color scheme are too monotonous when considered in the context of other existing homes within five (5) lots of the proposed Dwelling.

The decisions of the ARC shall be final. Neither the Developer nor any agent of the Developer nor any member of the ARC shall be responsible in any way for any defects in any construction plans submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such construction plans.

ARTICLE V

GENERAL RESTRICTIONS

- 5.1 Single-Family Dwelling. Only one dwelling shall be erected or allowed to exist on any of the lots and said dwelling shall be used or occupied principally as a single-family dwelling. No room or rooms in any Dwelling or part thereof may be rented or leased and no paying guests shall be quartered in any Dwelling. Nothing contained in this paragraph, however, shall be construed as preventing the renting or leasing of an entire Dwelling as a single unit to a single family.
- 5.2 Unpermitted Uses. No business or profession of any nature shall be conducted on any lot or in any Dwelling constructed on any lot in the subdivision, except the business of sale of lots and houses in the subdivision by the Developer, its successors or assigns. Each Dwelling on every lot in the subdivision or any part or portion thereof shall be used or occupied for single-family, private residential purposes exclusively and shall never be used or occupied for trade, commercial, business or agricultural purposes of any kind or nature. The non-permitted uses prohibited shall include, but shall not be limited to, the use of any portion of a Dwelling or lot in the subdivision as an apartment dwelling, hospital, sanitarium, rest home, nursing home, hotel, motel, boarding house, or for the storing of commercial equipment or materials or for professional offices and business or professional purposes. No portion of any dwelling shall be used for child day care, adult day care or pet day care purposes for any remuneration, profit, commercial or financial gain. No portion of any dwelling shall be used for a beauty salon, manicure salon or pet grooming salon. Notwithstanding any provisions of this paragraph to the contrary, nothing herein shall prevent an Owner from using a portion of a dwelling as

a home office provided however (i) no advertising of the business or profession is displayed anywhere in or on the Dwelling or the lot; (ii) no portion of the Dwelling or the home office is used to meet with the public, customers and clients; and (iii) no deliveries of goods, materials or merchandise used in the business or profession are made to the Dwelling. Nothing herein shall be construed as to prevent the Developer, its successors or assigns from erecting a single-family residential dwelling on any lot or lots in the subdivision and using such dwellings as a sales office and/or model home for the purpose of the sale of the lots or homes in the Subdivision provided, however, that such use shall be terminated and shall be prohibited after an occupancy permit has been issued for all lots in the Subdivision.

- 5.3 No Temporary Buildings. No temporary house, tool shed, playhouse, detached garage, storage building, camper, travel trailer, habitable motor vehicle, trailer, tent, stand, recreational appurtenance, shack, basement or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used on any lot in the Subdivision at any time as a residence, either temporarily or permanently, and no dwelling erected on any lot shall be occupied in any manner at any time prior to its full completion. Said completion shall be evidenced by issuance of an occupancy permit by the Village of Frankfort.
- Vehicles. No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, travel trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any street or right-of-way in the Subdivision. No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, travel trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind, motorcycles, motor bikes, all-terrain vehicles or any other vehicle other than an automobile or sports utility vehicle shall be maintained, stored or parked on any of the lots in the Subdivision unless housed or garaged completely in a structure which complies with this Declaration so as to fully screen them from view from the streets and from adjoining lots. This restriction shall not apply to the temporary parking of such vehicles for a period of forty-eight consecutive hours on two (2) occasions during any calendar month.
- 5.5 Junk, Machinery and Materials. No implements, machinery, lumber or building materials shall be permitted to remain exposed on any lot so that such items are visible from the street or any adjoining lot, except as necessary during the period of construction of a dwelling thereon. No lot or any portion thereof shall be used for storage of junk or for wrecking yards.
- Animals. No more than two (2) dogs, cats or other bona fide household pets per residence may be kept in any dwelling or any lot provided that they are not kept, bred, boarded or maintained for any commercial purposes, or remuneration, profit or financial gain and provided they do not make any objectionable noises and do not otherwise create a nuisance or inconvenience to any of the owners of the lots in the Subdivision. No horses, ponies, goats, chickens, other farm animals or foul, or dangerous or predatory animals, reptiles or birds shall be kept in any dwelling or on any lot in the Subdivision. No fence, other than the style of fence allowed under this Declaration, dog run or other enclosure shall be erected or constructed on any lot in the Subdivision for the purposes of containing animals or pets. No dog, cat or other pet shall be permitted to run at large, and when not on a leash, shall be contained on the lot owned by the person having custody of the same by either an invisible electronic fence, a fence of the style approved under this Declaration, or other restraint. Any animals or pets which cause objectionable noises or otherwise constitute a nuisance or inconvenience in the judgment of the Developer or Homeowners Association shall forthwith be removed from the Subdivision by the person having custody of the same.
- 5.7 Nuisance. No noxious or offensive activity shall be carried on, in any dwelling or upon any lot in the Subdivision, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to any of the other Owners in the Subdivision.
- 5.8 Garbage. All garbage, trash, rubbish and other refuse shall be collected and stored in an area or areas concealed from view except as required for pick-up service. All garbage placed at curb side shall be in covered containers. Garbage should not be placed at curb side until after dark on the evening prior to pick up. Containers shall be removed from the curb side on the day of pickup.
- 5.9 Antennas and Satellite Dishes. The operation of ham or other amateur radio stations or the erection of any communication antenna, television antenna, communication dish or satellite dish in excess of two (2) feet in diameter shall not be allowed unless completely screened from view from all streets and adjoining lots. No radio antenna, television antenna or other communication antenna, dish or tower shall be erected on the roof or exterior of any dwelling. No communication towers of any kind or sort shall be erected on any lot in the Subdivision. Notwithstanding any provision of this paragraph to the contrary, nothing herein shall prohibit the erection or placement of a television satellite

reception dish not exceeding two feet (2') in diameter on the exterior of the Dwelling provided that same is not located on the roof of the Dwelling. No television satellite reception dish in excess of two feet in diameter shall be erected, placed or allowed to exist on any lot in the Subdivision.

- 5.10 Utilities. All public utility cable, television and radio pipes, mains, tiles, conduits, wires, cables, lines, service lines and other appurtenances constructed, laid or installed on any lot in the Subdivision, must to the extent possible, be buried beneath the ground, except for the necessary pedestals and transformers required to serve the underground facilities.
- 5.11 Exterior Lighting. Outside or exterior lights serving any lot in the Subdivision shall not exceed an illumination of 100 watts per light. Any lights or fixtures attached to Improvements shall not be installed beyond ten feet above the surface of the ground. Outside or exterior lights serving any lot in the Subdivision shall not exceed an illumination of 100 watts per light. Any lights or fixtures attached to Improvements shall not be installed beyond ten feet above the surface of the ground.
- 5.12 Signs. No commercial, advertising or business sign shall be erected or placed upon any Dwelling or lot in the Subdivision other than a "For Sale" sign not exceeding two foot (2') by three foot (3') in size. This provision shall not apply to any sign which the Developer may erect or authorize identifying and/or advertising the Subdivision, lots in the Subdivision, adjoining land or any model homes which may be deemed necessary by the Developer, its successors and assigns for the operation and sale of the lots and homes in the Subdivision. In addition, a builder of any dwelling in the Subdivision shall be allowed to erect a sign not to exceed four foot (4') by four foot (4') on each lot in the Subdivision owned by the builder. At such time that the dwelling is occupied, such sign shall be removed from the lot. Signs are prohibited upon all public parkways and within ten feet (10') of the street right-of-way.

ARTICLE VI

MAINTENANCE OF SUBDIVISION IMPROVEMENTS

- Ownership and Maintenance of Outlots A, B, and C. Upon establishment of the Homeowners Association, but no later than ______ the Developer shall convey to the Homeowners Association fee simple title to Outlots A, B, and C. Until such time that Outlots A, B, and C are conveyed to the Homeowners Association, the Developer shall be responsible for the maintenance of same. At such time that Outlots A, B, and C are conveyed to the Homeowners Association, the Homeowners Association shall thereafter be responsible for the maintenance of same.

 6.2 Subdivision Sign Maintenance. Until such time that the Homeowners Association is established, the Developer
- shall be responsible for the maintenance of the Subdivision identification sign located at or near the _____Road entranceway to the Subdivision. Upon establishment of the Homeowners Association, the Homeowners Association shall be responsible for the maintenance of the Subdivision identification sign located at or near the road entranceway to the Subdivision.
- 6.3 Homeowners Association Maintenance Requirements. Upon the establishment of the Homeowners Association, the Homeowners Association shall be responsible for and have the following maintenance requirements in regard to the common areas of the Subdivision:
 - (a) To maintain, mow, cut, trim and water the grass and landscaping located on Outlots A, B, and C of the Subdivision:
 - (b) To maintain the continuous flow and operating capability of the detention lakes located on Outlots A, B, and C of the Subdivision, to maintain and restore the banks and shoreline of same, to maintain the sightly appearance of same and to maintain same in an environmentally safe and non-stagnant condition.
 - (c) To maintain, mow, cut, trim the grass and landscaping within the 15' wide public utility & drainage easement on the adjacent property to the west, commonly known as the Fleck property, located at 9433 W. St. Francis Road (PIN: 19-09-15-300-015-0000), as illustrated on the Plat of Easement for this property.

The Homeowners Association shall perform the above maintenance in accordance with and in conformance with the rules, requirements, regulations and ordinances of the Village of Frankfort.

Owners Maintenance Requirements. The Owner of each lot shall at all times keep said lot in a clean and sightly 6.4 condition. No trash, litter, junk, boxes, containers, bottles, cans or waste construction material shall be permitted to collect or remain exposed on any lot, except as necessary during the period of construction. The Owner of each lot shall be responsible for the cutting and removal of weeds on a regular basis on each lot so as to conform with the requirements, ordinances and regulations of the Village of Frankfort. On a daily basis during the period of construction of a Dwelling on each lot, the Owner of each lot shall remove and clean any and all mud, dirt and debris from the curbs and streets deposited thereby as a result of such construction activity. In the event that during the period of construction of a Dwelling on any lot, any subdivision improvement, to include curbs, streets, sidewalks, light poles, signs, buffalo boxes, storm sewers, sanitary sewer hookups and/or sump pump hookups are damaged, it shall be the responsibility of the Owner of the lot, at Owner's expense to repair or replace same in accordance with the requirements and ordinances of the Village of Frankfort. The Owner of each lot shall not alter the grading of any drainage easement or public utility easement. In the event the Village of Frankfort, within three (3) years after the issuance of an occupancy permit in regard to any Dwelling, shall require' the replacement or repair of curbs or sidewalks in front of such lot, the Owner of said lot shall at Owner's expense repair or replace such sidewalk or curb in accordance with the requirements and ordinances of the Village of Frankfort. In the event of the failure of the Owner to make such repairs, Developer shall have the right to file a lien against Owner's lot and the improvements thereon for any costs of repairs incurred by the Developer. It shall be the responsibility of each Owner to remove snow and ice from the sidewalk in front of each Owner's lot, and to maintain, mow, cut, trim, water and replace as necessary the grass and trees in the parkway between the sidewalk and curb in front of each Owner's lot in accordance with the requirements and ordinances of the Village of Frankfort.

ARTICLE VII

HOMEOWNERS ASSOCIATION

- 7.1 Organization. The Developer has formed an Illinois not for profit corporation known as Abbey Woods North Homeowners Association.
- 7.2 Membership. Each Owner of a lot in the Subdivision by acceptance of a deed to such lot shall automatically become a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Member shall be entitled to one (1) vote for each Lot owned by such Member on each matter submitted to a vote of Members; provided, however, that where there is more than one Owner of a Lot, such Co-Owners of a Lot shall only be entitled to one vote. Members shall be subject to assessment for the purposes and duties of the Homeowners Association.
- 7.3 Existence. The Homeowners Association shall have a perpetual existence and shall not be terminated or dissolved.
- 7.4 Control. The initial control of the Homeowners Association shall be with the Developer. The Developer shall tum over control of the Homeowners Association to the Owners at such time deemed appropriate by the Developer; provided however, that control of the Homeowners Association shall be turned over to the Owners no later than that time that the Dwellings constructed on sixty percent (60%) of the lots in the Subdivision are Owner occupied. At such time that the Developer turns control of the Homeowners Association over to the Owners, the Homeowners Association shall be controlled by a Board of Directors consisting of five (5) directors who shall be elected annually by the Members of the Homeowners Association.
- 7.5 Duties. The Homeowners Association shall hold legal title to Outlots A, B, and C of the Subdivision and shall at all times pay the real estate taxes in regard thereto and keep same insured at all times under a general liability insurance policy. The Homeowners Association shall be responsible for the maintenance of Outlets A, B, and C in accordance with the provisions of Section 6.3 of this Declaration and the rules, requirements, regulations and ordinances of the Village of Frankfort. In addition, the Homeowners Association shall have such duties which are ancillary to the above-mentioned purposes and such other duties undertaken by the Homeowners Association pursuant to the affirmative vote of two-thirds (2/3) of the Members.
- 7.6 Rights. The Homeowners Association shall have the right to enforce the provisions of this Declaration against the Owner or Owners of each and every Lot in the Subdivision. In addition, the Homeowners Association shall have the right to assess the Members in order to perform the duties self-forth in Section 7.5 above.

ARTICLE VIII

ASSESSMENTS

- 8.1 Reserve Assessment. At such time that an occupancy permit is issued in regard to a Dwelling constructed on each lot in the Subdivision, the Owner of the occupied Dwelling shall be subject to a reserve assessment in the amount of Two Hundred Dollars (\$200.00) which shall be paid to the Homeowners Association and held in a reserve account for the purposes and duties set forth in Section 6.3 of this Declaration. At the time of the initial conveyance from the Declarant of each lot in the Subdivision, the grantee in the initial deed of conveyance shall pay a reserve assessment in the amount of Two Hundred Dollars (\$200.00) to the Homeowners Association to be held in a reserve account and used for the purposes and duties set forth in Section 6.3 of the Declaration.
- Annual Assessment. The Homeowners Association shall have the right to levy an annual assessment on the Owners for the estimated expenses for the purposes set forth in Section 6.3 of this Declaration, the purposes set forth in Section 7.5 of this Declaration, and any other incidental expenses in operating the Homeowners Association. Such annual assessments shall be made equally among all the Owners. Such annual assessment shall be for a calendar year basis and shall be due and payable by March 1 of each calendar year. The Owner of any lot in the Subdivision on which the Dwelling is occupied subsequent to January 1 but prior to December 31 shall pay a prorated annual assessment at the time that the Dwelling is occupied. The grantee in the initial deed of conveyance from the Declarant in regard to any lot in the Subdivision shall pay a prorated annual assessment from the date of the initial conveyance to December 31.
- 8.3 Special Assessments. The Homeowners Association shall only have the right to levy special assessments on the Owners for the purposes set forth in Sections 6.3 and 7.5 of this Declaration and only upon the affirmative approval of said special assessment by two-thirds (2/3) of the Members. Any such special assessment shall be assessed equally among all of the Owners. Notwithstanding any provision of this paragraph to the contrary, in the event that the Village of Frankfort exercises its rights under paragraph 8.9 below, the Village of Frankfort shall have the right to levy special assessments on the Owners for the purposes set forth in Section 6.3 of this Declaration.
- 8.4 Exemption. Notwithstanding any provision in this Declaration to the contrary, at no time shall the Developer or any lot owned by the Developer be subject to any assessment, reserve assessment, annual assessment, special assessment or lien for assessment.
- 8.5 Lien For Assessment. The Developer and/or the Homeowners Association shall have a lien against each and every lot for any and all assessments due and payable to the Developer and/or Homeowners Association by the Owners.
- 8.6 Enforcement. Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the rate of nine percent (9%) per annum, and the Homeowners Association and/or the Developer may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owners' lot, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such over-due assessment. The amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of any such Owner when payable and may be foreclosed by an action brought in the name of the Homeowners Association and/or the Developer as in the case for foreclosure of mortgage liens against real estate.
- 8.7 Subordination of Lien. The lien of assessments provided for herein shall be subordinate to the lien of any Mortgage now or hereafter placed on the Lots. In the event of the issuance of a deed pursuant to the foreclosure of such prior Mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien for assessments authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed.
- 8.8 Rights of the Village of Frankfort. In the event that at any time the Homeowners Association fails to perform the duties and requirements set forth in Section 6.3 of this Declaration, in accordance with and in conformance with the rules, requirements, regulations and ordinances of the Village of Frankfort, upon demand by the Village of Frankfort, the

Homeowners Association shall assign all of its rights and remedies under this Article VIII, to include, but not limited to, the right to assess the Owners of the Lots in the Subdivision, the right to lien the Lots in the Subdivision for unpaid assessment and the right to enforce the unpaid assessments and liens against the Owners at law or in equity. Thereafter, the Village of Frankfort shall have the right, but not the obligation, on behalf of the Homeowners Association to assess the Owners of the Lots in the Subdivision for any of the purposes set forth in Section 6.3 of this Declaration, the right to collect and expend such assessments, the right to lien the Lots in the Subdivision for such assessments and the right to enforce such assessment and/or liens against the Owners of the Lots in the Subdivision at law or in equity.

ARTICLE IX

GENERAL PROVISIONS

- 9.1 The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Declarant, Developer or the Owner of any Lot, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Recorder of Deeds of Will County, Illinois, after which time said covenants shall be automatically extended for successive periods often (10) years, subject to amendment as hereinafter provided.
- 9.2 If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time during which such covenants maybe valid, then said covenant shall continue and endure only until the expiration of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Joseph R. Biden, President of the United States, at the date of this Declaration.
- 9.3 Each grantee of Declarant by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all covenants, conditions, restrictions, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed -shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entity in any such documents.
- 9.4 Developer, the Homeowners Association and each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations. above set forth, or any of them, in addition to the right to bring a legal action for damages. In the event the Developer, the Homeowners Association or an Owner brings an action for mandatory injunction to prevent the breach of or to enforce the provisions of this Declaration or a legal action for damages, such party shall be entitled to recover any and all costs, expenses and reasonable attorneys' fees incurred in such suit.
- 9.5 The Owners may revoke, modify, amend or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration and may release all or any part of the Property from all or any part of this Declaration. All such revocations, modifications, amendments or supplements may be made effective at any time if the Owners of at least two-thirds (2/3) of the Lots and the Developer consent thereto. The consent of Developer shall be necessary until released by Developer. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, and Declarant, and Developer, and recorded in the Office of the Recorder of Deeds of Will County, Illinois.
- 9.6 Declarant retains the right to amend these Covenants at any time without the approval of the Owners. Any such revocation, modification, amendment or supplement made by the Developer shall be effective only if expressed in a written instrument executed and acknowledged by the Developer and Declarant and recorded in the Office of the

Recorder of Deeds of Will County, Illinois. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make such amendments. Said power shall be irrevocable until such power is relinquished by Declarant. Each deed, mortgage, trust deed, or other evidence of obligation, or other instrument affecting the Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation, the power of the Declarant to make such amendments.

- 9.7 Notwithstanding any provision of this Declaration to the contrary, the provisions of Sections 6.3, 7.2, 7.3, 7.5, 8.3, 8.4, 8.6, 8.7 and 8.9 shall not be revoked, modified or amended without the written consent of the Village of Frankfort.
- 9.8 The provisions of this Declaration shall be liberally construed to effectuate the purpose of. creating a uniform plan for development for the property.
- 9.9 In the event title to any Lot is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Lot. No claim shall be made against any such titleholding trustee personally for payment of any lien or, obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust of any transfers of title to any such Lot.
- 9.10 All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.
- 9.11 If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.
- 9.12 Notwithstanding anything herein to the contrary, either or both of Declarant and Developer, as Declarant and Developer in their sole discretion may determine, hereby reserve the right to transfer, assign, mortgage or pledge any and all of either's respective privileges, rights, title and interest hereunder, or in the Property, by means of recording an assignment of such with the Office of the Recorder of Deeds of Will County, Illinois. Upon such assignment, either or both of Declarant and Developer, as the case maybe, shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of either or both of Declarant and Developer, as the case may be, shall have or incur any liability for the obligations or acts of any predecessor in interest.

This instrument is executed by _____, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by _____, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

HOA-Approved Fencing Solutions:Transform Your Property with Confidence!

Ascot Residential Three Rail











Call Today for a FREE Estimate 815-834-1200 or 708-301-1200

0% Same as Cash Financing Available







maintaining all the special features of the Rockwood[®]
Classic family of products. Classic 6 is as flexible as it is
versatile. Capable of sharp radius turns, variable setbacks,
and endless design possibilities, Classic[®] 6 is the perfect
block for any retaining wall project.

***.rockwoodwalls.com

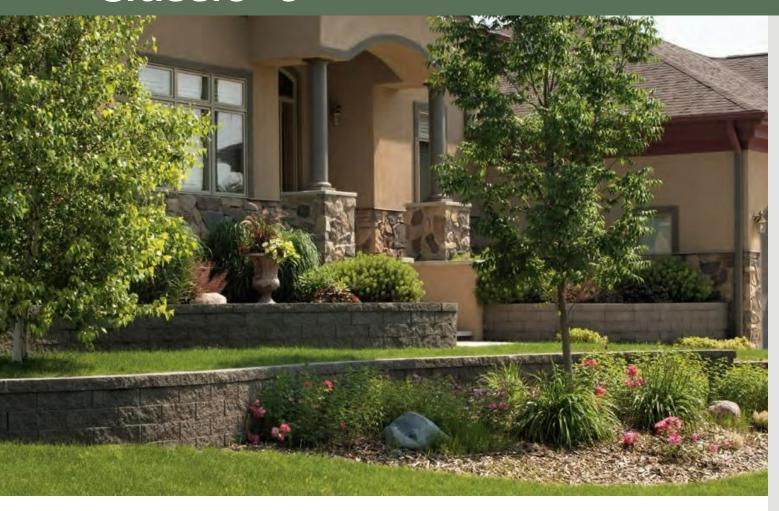


Appearance
Dependability
Efficiency





Classic® 6



Classic® 6 Blocks

Unit specifications, availability, color, and fascia options vary by manufacturer. Please contact your nearest Rockwood manufacturer or dealer for more information.



Size: 6" H x 18" W x 12" D
Weight: 60 lbs.



 Beveled Split

 Size:
 6" H x 18" W x 12" D

 Weight:
 60 lbs.



Size: 6" H x 18" W x 12" D
Weight: 60 lbs.

The Advantages of the Classic® System...

It's Fast...

Located on the underside of each Classic® block, the 4" x 2" Anchor Bar creates an automatic setback with the highest shear resistance in the industry. Plus, Classic's fewer pieces, pinless design, and lower weight per square foot reduces construction time, labor costs, and freight charges.

It's Simple...

"One Unit" construction is a vital element of Classic's superior design. 90° corners and half blocks are made simply by removing a portion of the block. No special blocks are required; no special inventories are needed; no shortages occur on the jobsite!

It's Strong...

Upon assembly, Classic blocks automatically create 4" x 5" vertical "stone columns". When layered with grid, the gravel filled "stone columns" provide a multi-point interlock, for a more uniform block-to-grid connection.

It's Versatile...

Variable setbacks, sharp radius turns, "One Unit" construction, and complete interchangeability are all features of Rockwood's Classic System. The ability to mix various sizes and colors within a wall enhances your imagination without sacrificing structural integrity. Plus, the Anchor Bar allows you to build at any setback you desire – from 0° to 14°, providing the only "true" vertical setback in the industry.



325 Alliance Place NE Rochester, MN 55906

toll free

888.288.4045

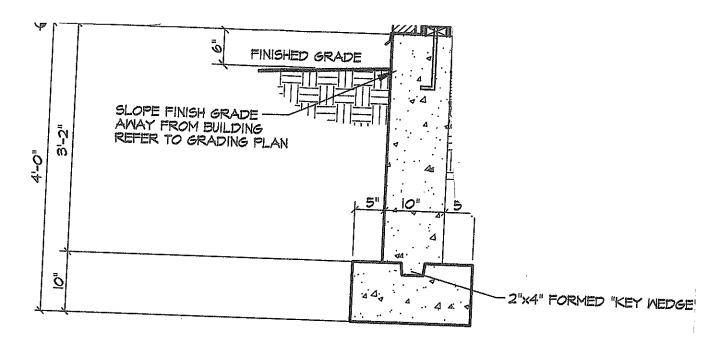
phone

507.529.2871

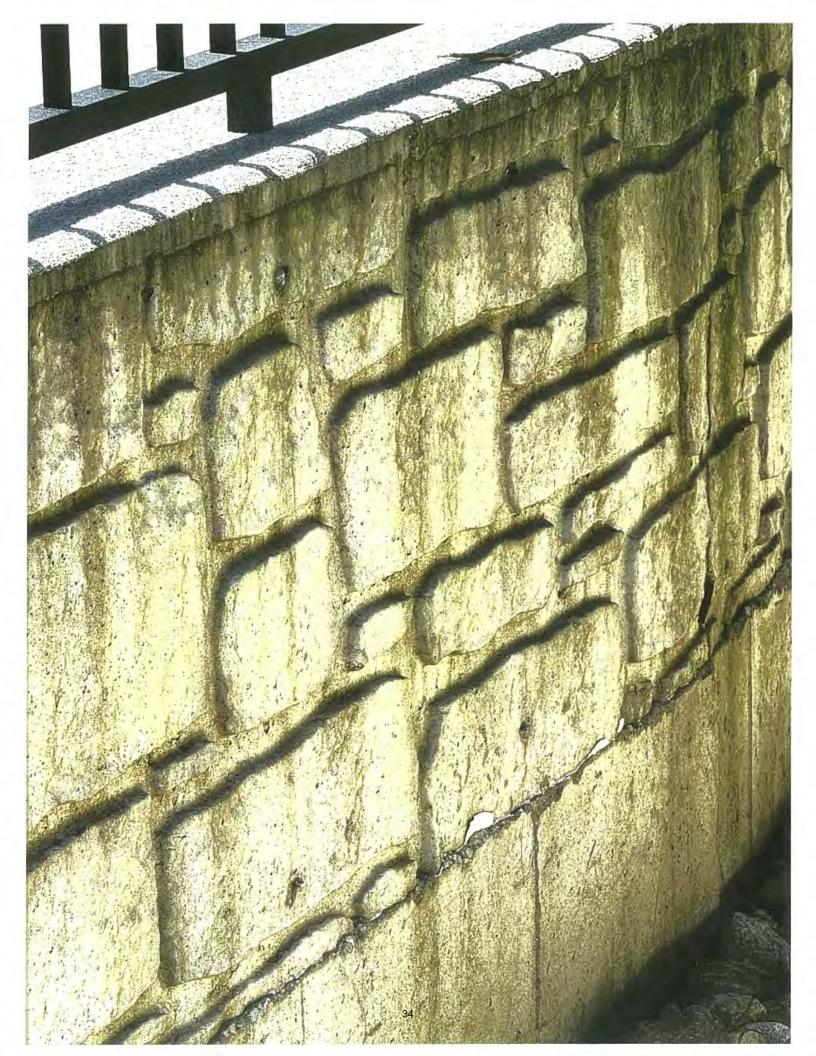
fax

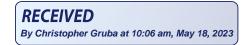
507.529.2879

Available at:









FRANKFORT

Application for Plan Commission / Zoning Board of Appeals Review Amendment Findings of Fact

Article 3, Section D, Part 6 of the Village of Frankfort Zoning Ordinance lists "findings" or "standards" that the Plan Commission must use to evaluate every amendment or zoning classification change request. The Plan Commission must consider the following five findings based upon the evidence provided. To assist the Plan Commission in their review of the amendment request(s), please provide responses to the following "Findings of Fact." Please attach additional pages as necessary.

1. Existing uses of property within the general area of the property in question;

Single-family residential homes

2. The zoning classification of property within the general area of the property in question;

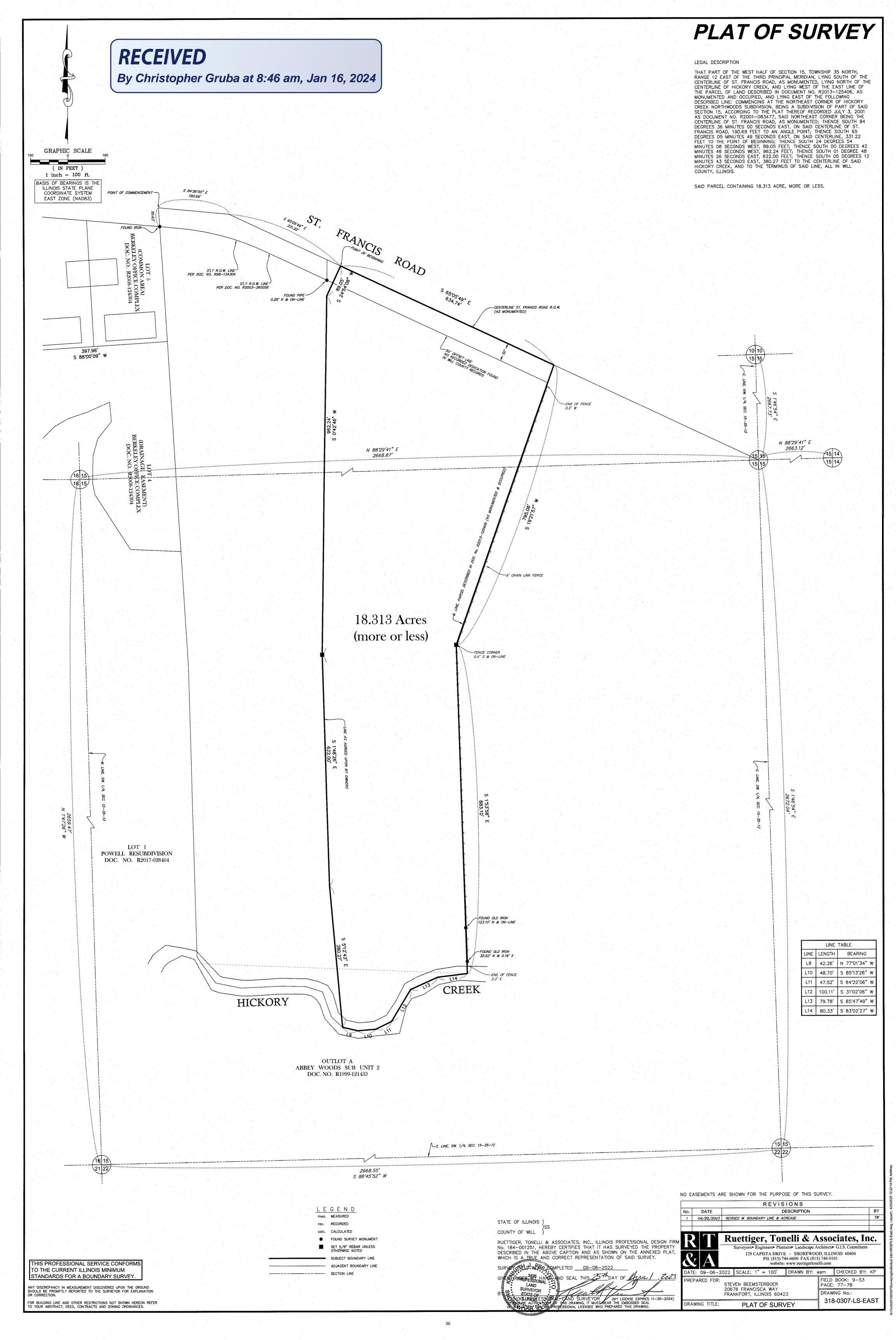
R-2 zoned to North ER zoned to East All master plan 18 single family homes

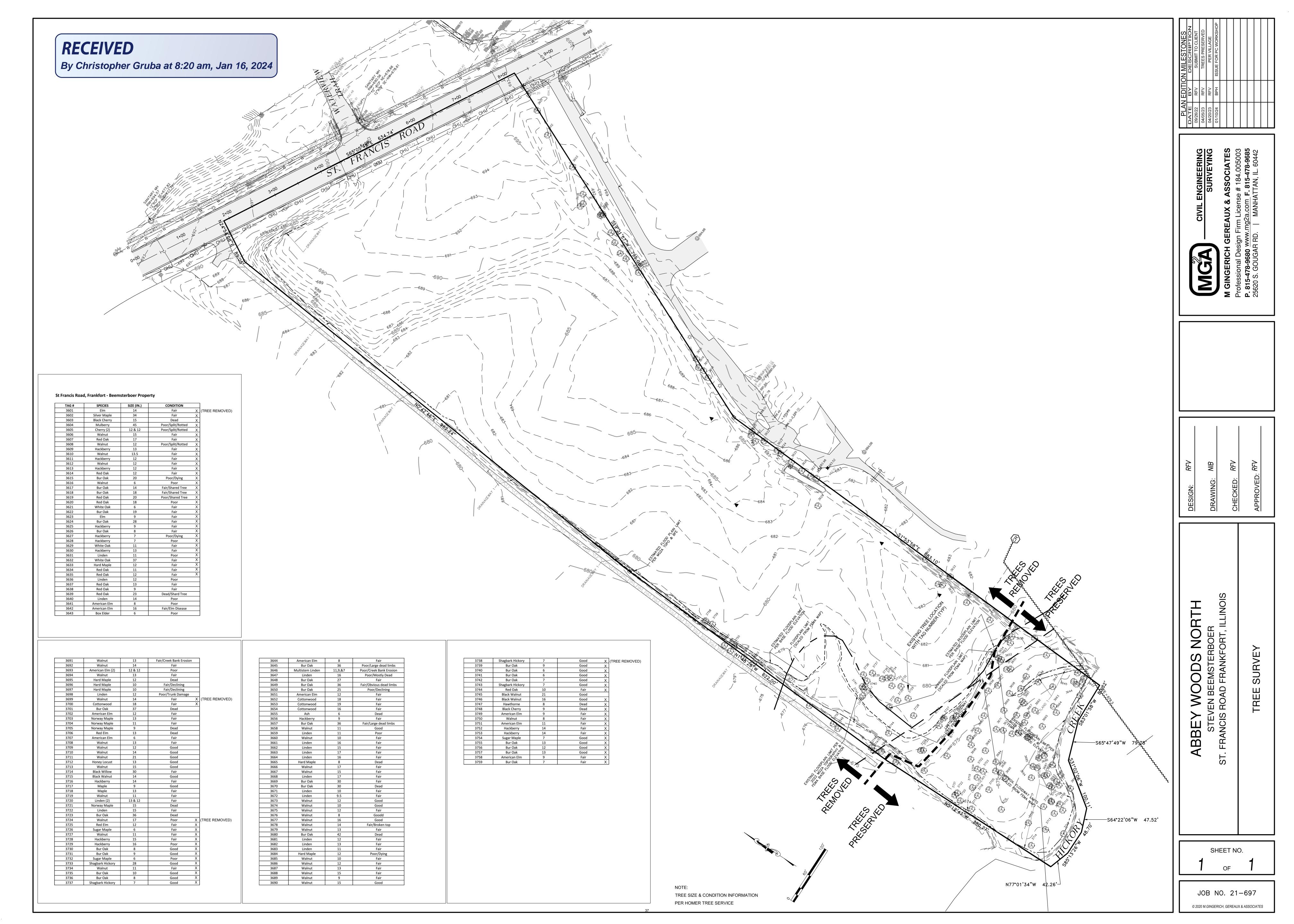
3. The suitability of the property in question to the uses permitted under the existing zoning classification; Master Comprehensive plans show Single family

4. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification;

North & South is being developed as single-family homes & potentially to the West

5. The change in zoning is in conformance with the comprehensive plan of the Village and its official map. \mathcal{WS}





PLAT OF ANNEXATION

ТО

THE VILLAGE OF FRANKFORT, ILLINOIS

LEGAL DESCRIPTION:

THAT PART OF THE WEST HALF OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTERLINE OF ST. FRANCIS ROAD, AS MONUMENTED, LYING NORTH OF THE CENTERLINE OF HICKORY CREEK, AND LYING WEST OF THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN DOCUMENT NO. R2013-125406, AS MONUMENTED AND OCCUPIED, AND LYING EAST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF HICKORY CREEK NORTHWOODS SUBDIVISION, BEING A SUBDIVISION OF PART OF SAID SECTION 15, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 2001 AS DOCUMENT NO. R2001-083477, SAID NORTHEAST CORNER BEING THE CENTERLINE OF ST. FRANCIS ROAD, AS MONUMENTED; THENCE SOUTH 84 DEGREES 36 MINUTES 00 SECONDS EAST, ON SAID CENTERLINE OF ST. FRANCIS ROAD, 190.69 FEET TO AN ANGLE POINT; THENCE SOUTH 65 DEGREES 05 MINUTES 49 SECONDS EAST, ON SAID CENTERLINE, 331.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 24 DEGREES 54 MINUTES 08 SECONDS WEST, 89.05 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 46 SECONDS WEST, 962.24 FEET; THENCE SOUTH 01 DEGREE 48 MINUTES 26 SECONDS EAST, 622.00 FEET; THENCE SOUTH 05 DEGREES 12 MINUTES 43 SECONDS EAST, 380.27 FEET TO THE CENTERLINE OF SAID HICKORY CREEK, AND TO THE TERMINUS OF SAID LINE, ALL IN WILL COUNTY, ILLINOIS.

OWNER: STEVE BEEMSTEBOER
20676 FRANCISCA WAY
FRANKFORT, ILLINOIS 60423

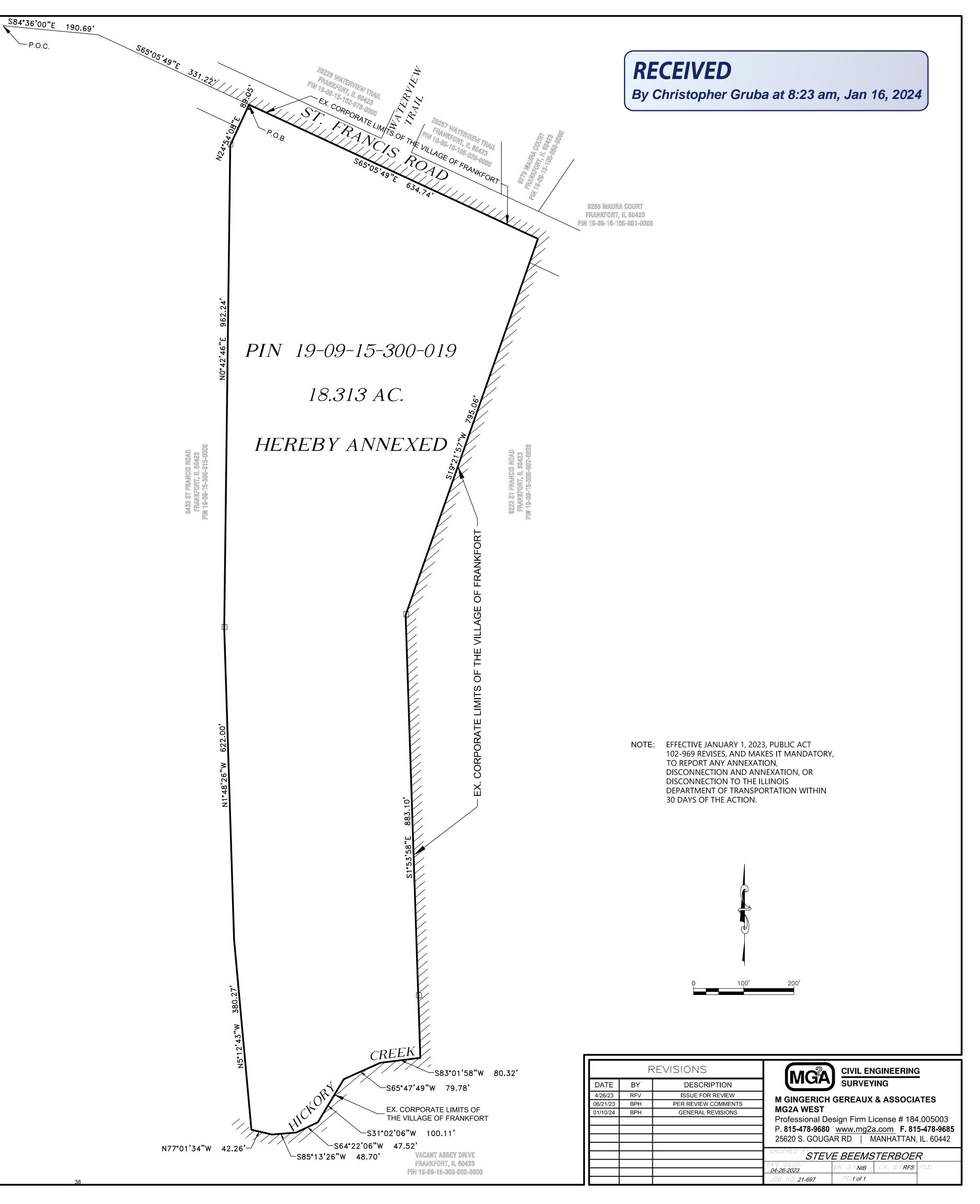
PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

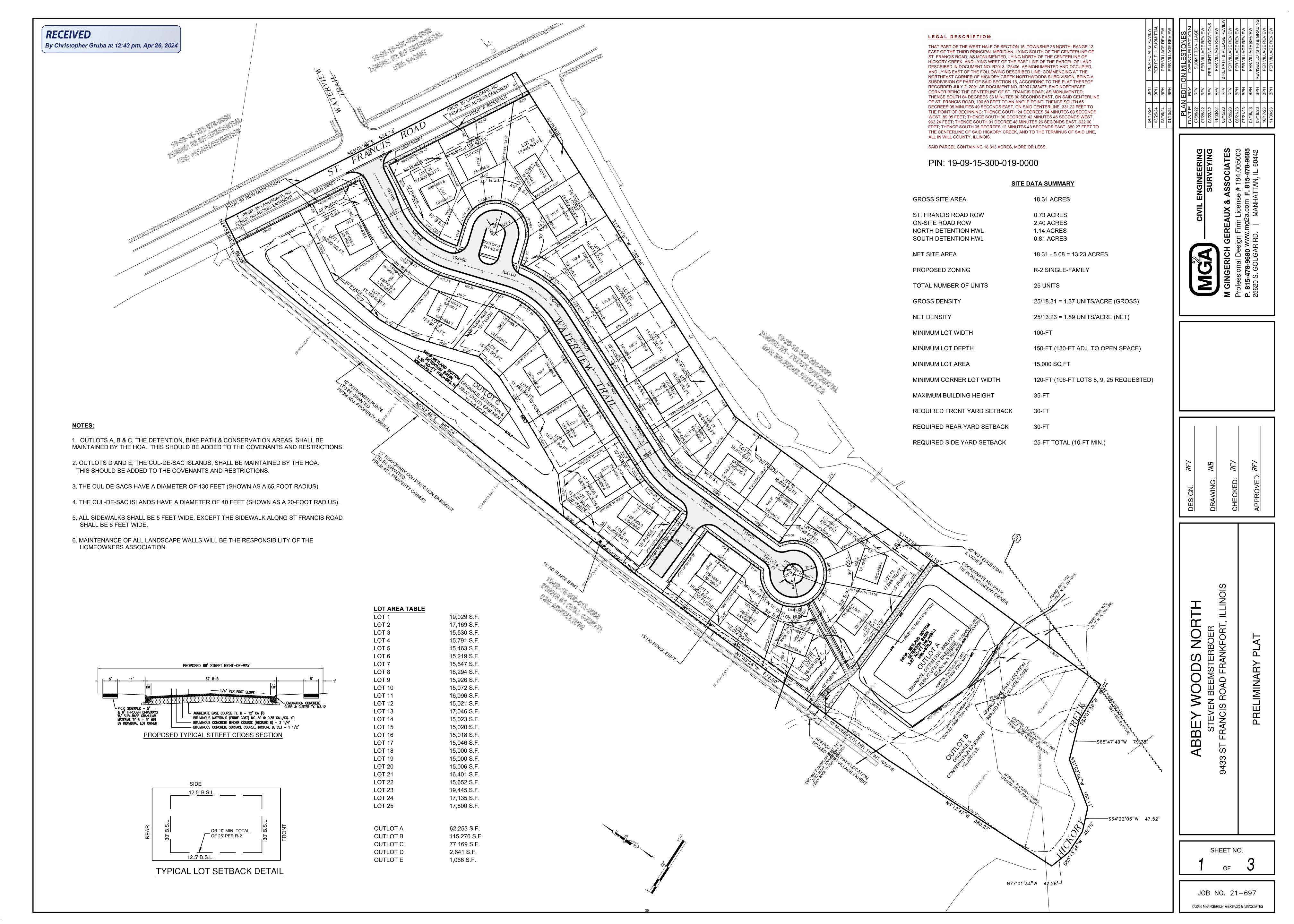
STATE OF ILLINOIS) SS COUNTY OF WILL)
APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL COUNTY, ILLINOIS AT A PUBLIC MEETING HELD:
THIS DAY OF, 20
BY: VILLAGE PRESIDENT
ATTEST: VILLAGE CLERK
ORDINANCE NO.:
DATE
SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS COUNTY OF KANKAKEE SS
I, <u>MARK J. SCHIERHOLZ</u> , AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED IN THE FOREGOING CAPTION.
FURTHERMORE, I DESIGNATE THE VILLAGE OF FRANKFORT TO ACT AS MY AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.
DATED THIS 26th DAY OF JANUARY, 2022.
BY: MARK J. SCHIERHOLZ ILLINOIS PROFESSIONAL LAND SURVEYOR MARK J. SCHIERHOLZ 035-003105 BRADLEY,

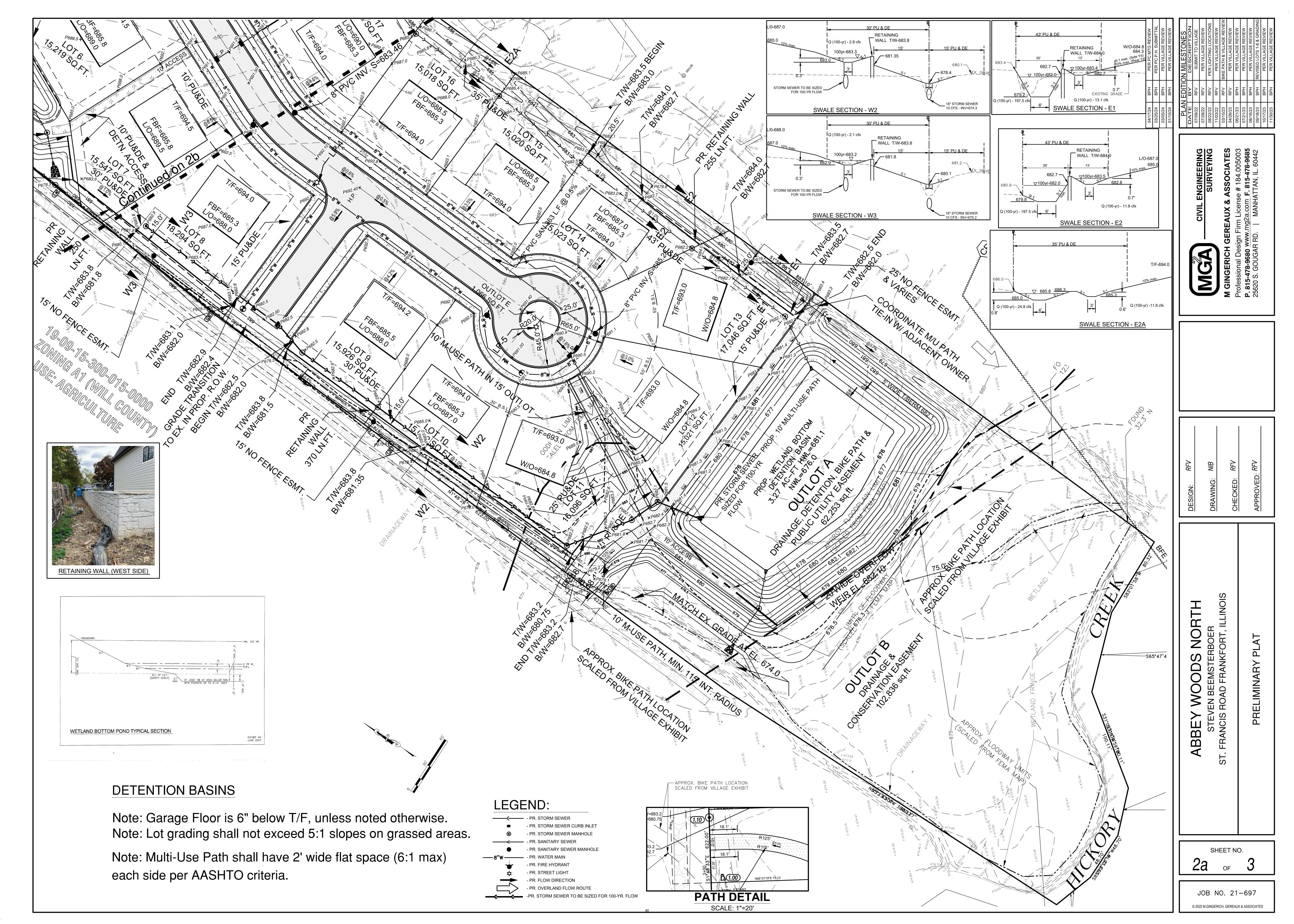
035-003105

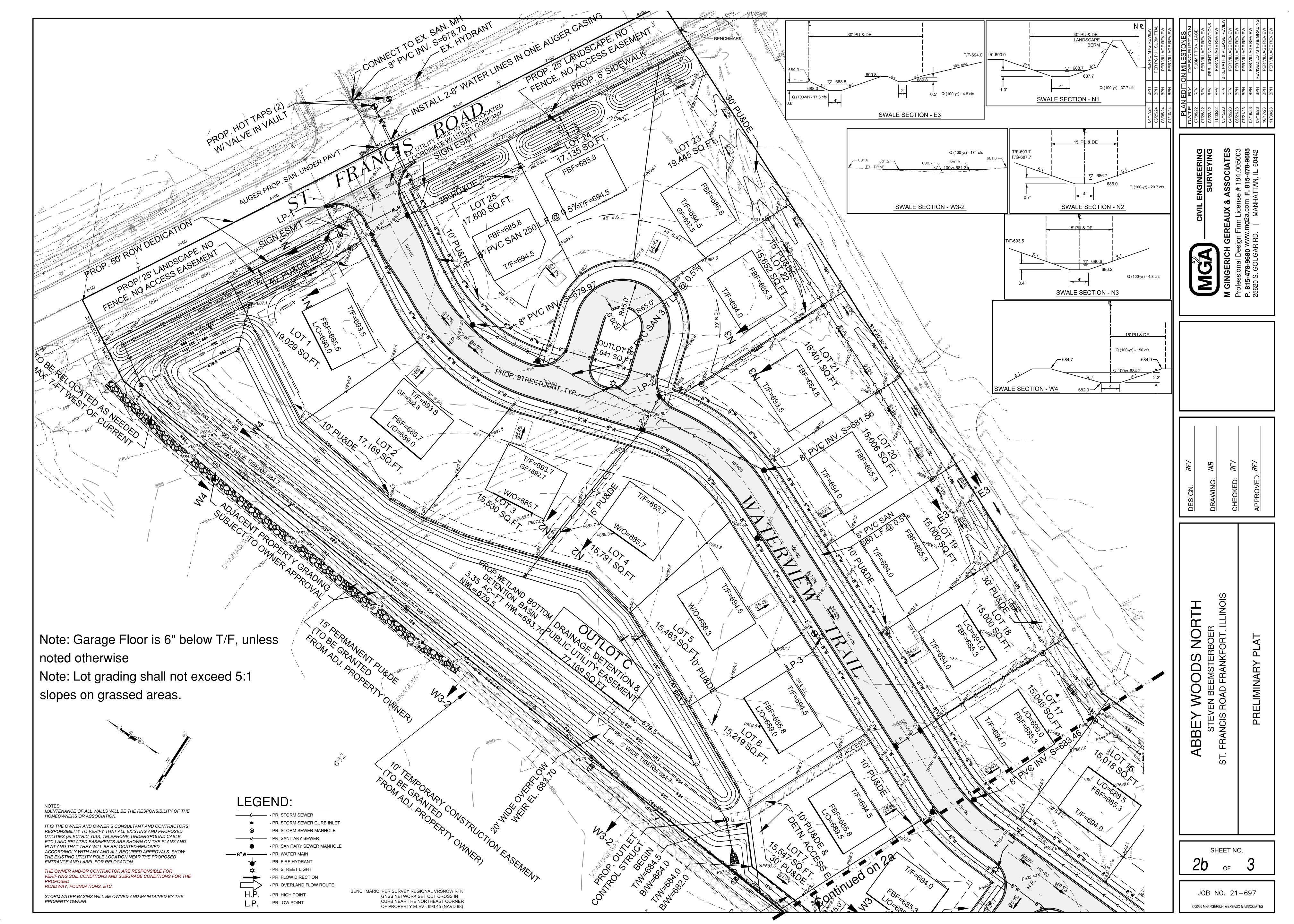
LICENSE EXPIRES NOVEMBER 30, 2024

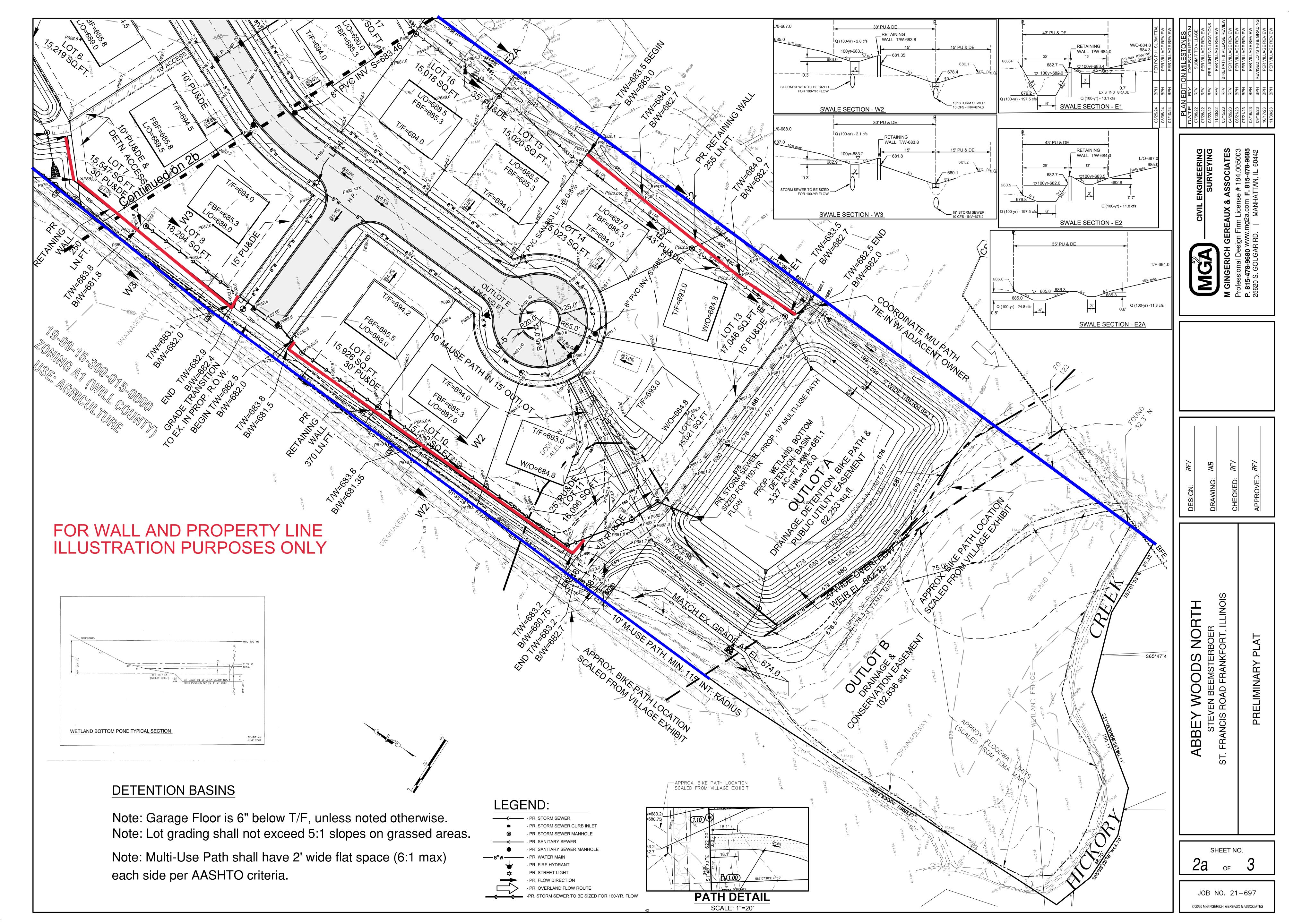
LICENSE NO.

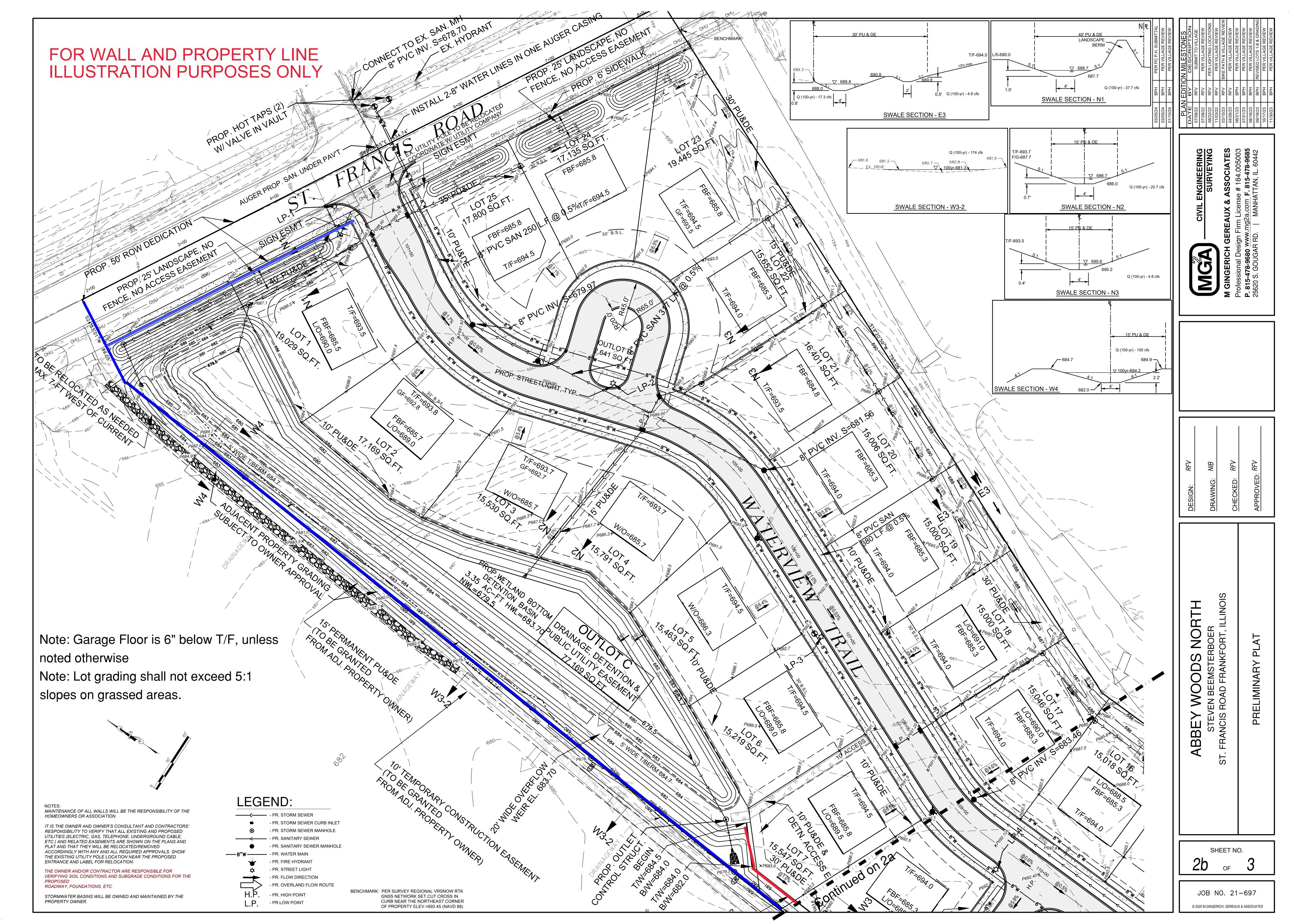


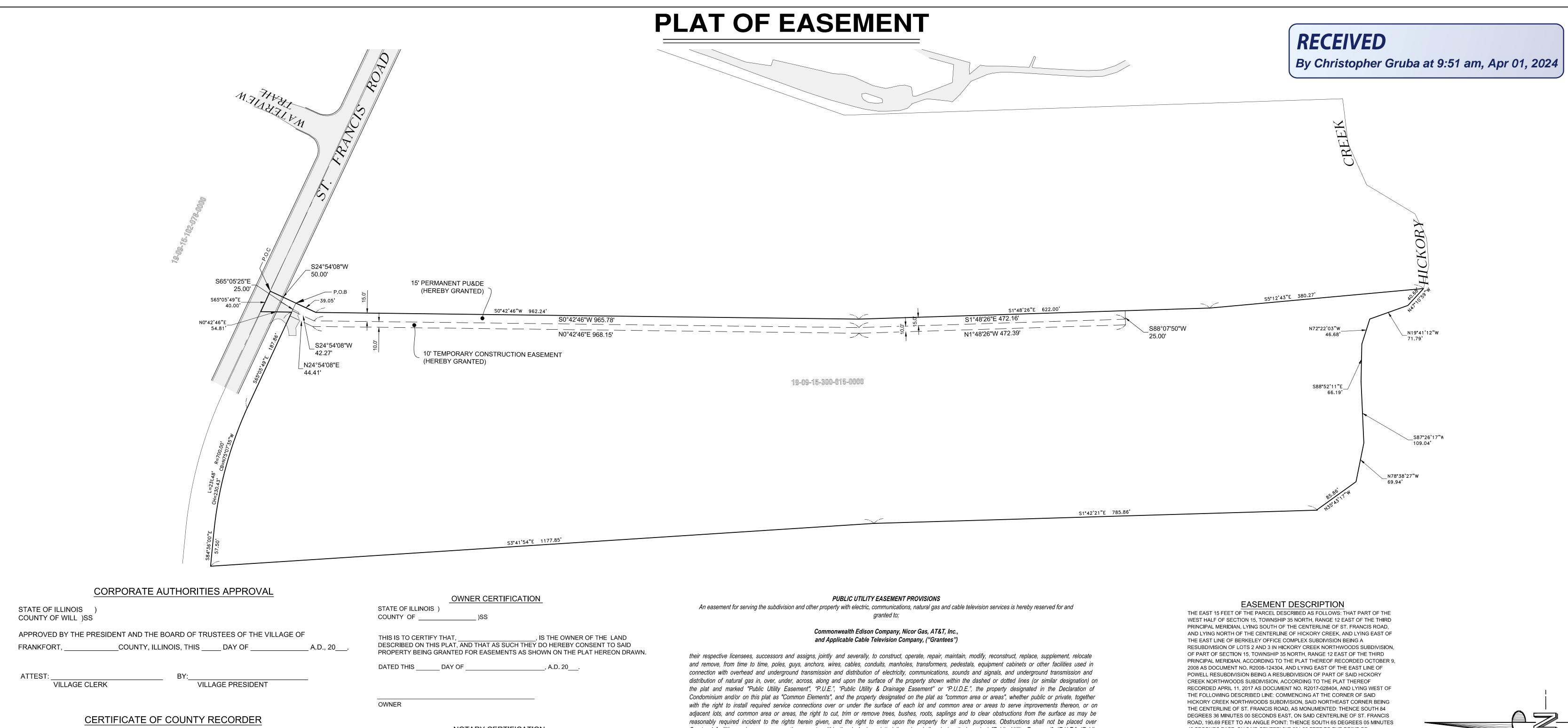












STATE OF ILLINOIS COUNTY OF WILL)SS THIS INSTRUMENT NO. WAS FILED FOR RECORD IN

THE RECORDER'S OFFICE OF WILL COUNTY, AFORESAID, ON THIS __ , 20 , A.D. AT O'CLOCK

WILL COUNTY RECORDER

STATE OF ILLINOIS COUNTY OF KANKAKEE

I JONATHAN C. COSS DO HEREBY CERTIFY THAT I PREPARED THIS PLAT OF EASEMENT AND THAT IS A TRUE AND CORRECT REPRESENTATION OF SAME BASED ON OFFICIAL TAX ASSESSMENT MAPS, DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 5th DAY OF JANUARY. A.D. 2024

JONATHAN C. CROSS ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003880 LICENSE EXPIRES NOVEMBER 30, 2024

NOTARY CERTIFICATION

STATE OF ILLINOIS) COUNTY OF ____

, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PEOPLE WHOSE SIGNATURES APPEAR IN THE "OWNERSHIP CERTIFICATE" ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE EASEMENT PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL IN ___ COUNTY, ILLINOIS THIS _____ DAY OF _____ A.D., 20___.

NOTARY PUBLIC

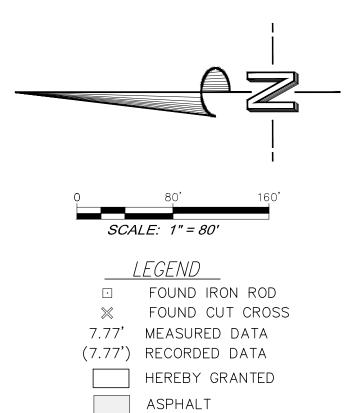
035.003880

Grantees' facilities or in, upon or over the property within the dashed or dotted lines (or similar designation) marked "Public Utility Easement", "P.U.E.", "Public Utility & Drainage Easement" or "P.U.D.E." without the prior written consent of Grantees. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof. The term "Common Elements" shall have the meaning set forth for such term in the "Condominium Property Act", Chapter 765 ILCS 605/2(c), as amended from time to time. The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole as an apportionment to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as "common elements", "open space", "open area", "common ground", "parking" and "common area". The term "common area or areas" and "Common Elements" include real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool, retention pond, or mechanical equipment. Relocation of facilities will be done by Grantees at cost of Grantor/Lot Owner, upon written request.

PUBLIC UTILITY & DRAINAGE EASEMENT PROVISIONS

All easements indicated as "Public Utility & Drainage Easement" on this plat are hereby reserved for and granted to the Village of Channahon ("Grantee") and to their successors and assigns, upon, across, over, under and through said easements for the purpose of installing, constructing, inspecting, operating, replacing, reviewing, altering and enlarging, removing, repairing, cleaning and maintaining sanitary sewers, storm sewers, water mains, and any and all manholes, valve vaults, hydrants, pipes, connections, catch basins, buffalo boxes, overland drainage improvements, and without limitation, such other installation as may be required to furnish the free flow of stormwater and municipal utility services to the attached area, and such appurtenances and additions thereto as said Grantee may deem necessary, together with the right of access over, upon or across the lots and real estate on this plat for the necessary men and equipment to do any and all of the above work. The right is also hereby granted to said Grantee to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to said sewers, overland drainage areas or, without limitation, utility installations in, on, upon or across, under or through said Easements. No buildings or trees shall be placed on said Easements, but same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses and rights. Each owner or subsequent purchaser shall be equally responsible for maintaining the easement and shall not destroy or modify grades or slopes without having first received written approval of the Grantee. In the event any owner or subsequent purchaser fails to properly maintain the easement, the Grantee shall, upon ten (10) days prior written notice, reserve the right to perform, or have performed on its behalf, any maintenance work to or upon the easement reasonably necessary to ensure adequate public utility services, stormwater storage and free flow of stormwater through the easement area. In the event the Grantee shall be required to perform, or have performed on its behalf, any maintenance work to or upon the easement, the cost together with an additional sum of ten percent (10%) of said cost of completion of the work constitutes a lien against any lot or lots created by this plat which may require maintenance. The lien may be foreclosed by any action brought by or on behalf of the Grantee.

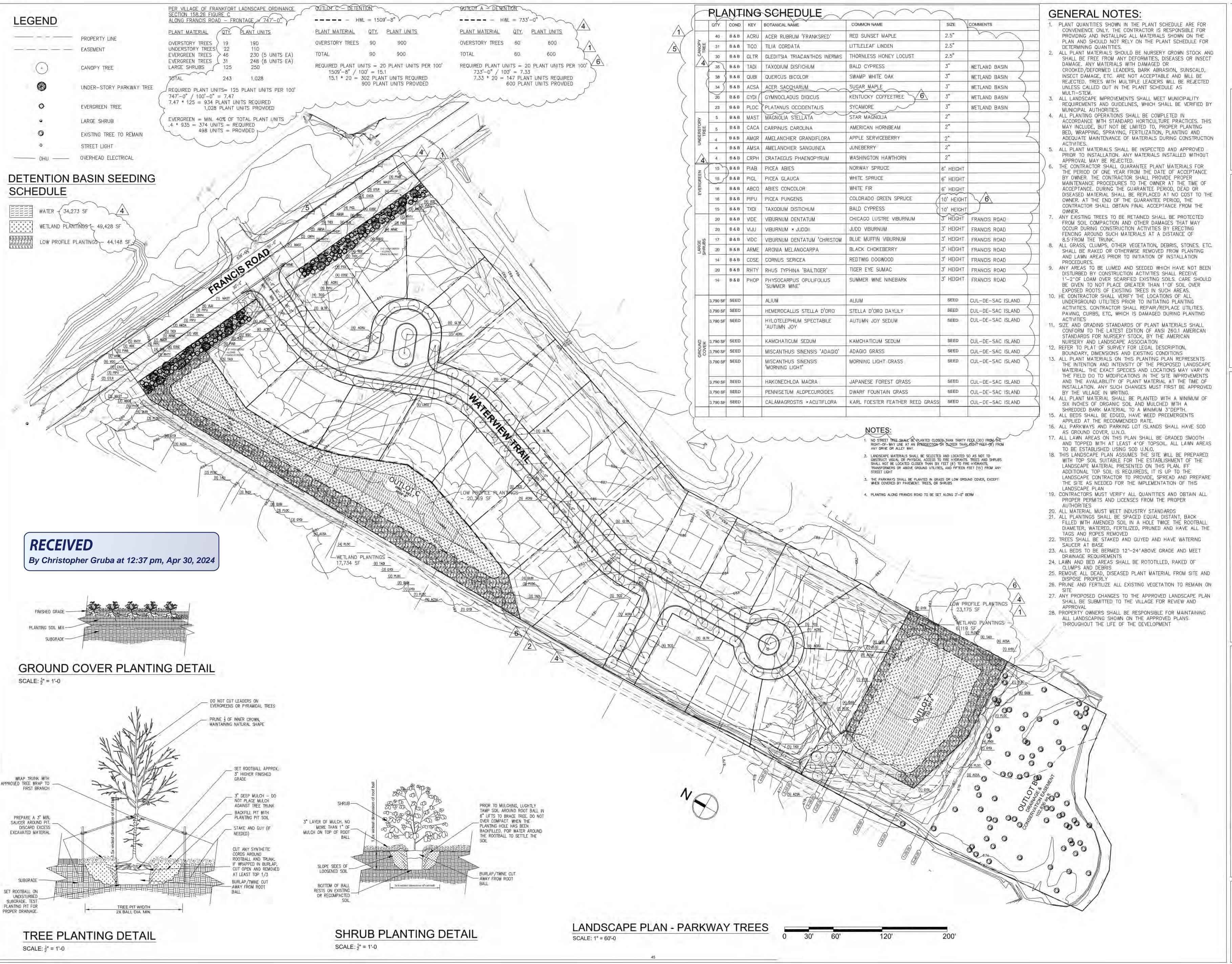
49 SECONDS EAST, ON SAID CENTERLINE 291.22 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 00 DEGREES 42 MINUTES 46 SECONDS WEST 1059.86 FEET: THENCE SOUTH 01 DEGREE 48 MINUTES 26 SECONDS EAST 979.31 FEET TO THE CENTERLINE OF SAID HICKORY CREEK, AND TO THE TERMINUS OF SAID LINE, EACEPTING THEREFROM THOSE PARTS TAKEN FOR ROADWAY PURPOSES PER DOCUMENT NO. R98-134304, AND DOCUMENT R2003-260056, ALL IN WILL COUNTY,



CONCRETE

GRAVEL

	F	REVISIONS	CIVIL ENGINEERING
DATE	BY	DESCRIPTION	SURVEYING
			M GINGERICH GEREAUX & ASSOCIATES MG2A WEST Professional Design Firm License # 184.005003 P. 815-478-9680 www.mg2a.com F. 815-478-968 25620 S. GOUGAR RD MANHATTAN, IL. 60442
			STEVE BEEMSTERBOER
			DATE ISSUED: 01-17-2024 DR. BY:NIB CK. BY:JCC FILE:



Room

Interior design (

1901 Talon Drive New Lenox, IL 50451 815,293,7133 www.roomrevive.com

3D rendering

ISSUE DATE

04-30-2024 6 REVISED FOR PERMIT

04-17-2024 5 REVISED FOR

REVIEW 04-5-2024

REVISED FOR ZBA 01-18-2024

3 REVISED FOR PERMIT

01-11-2024

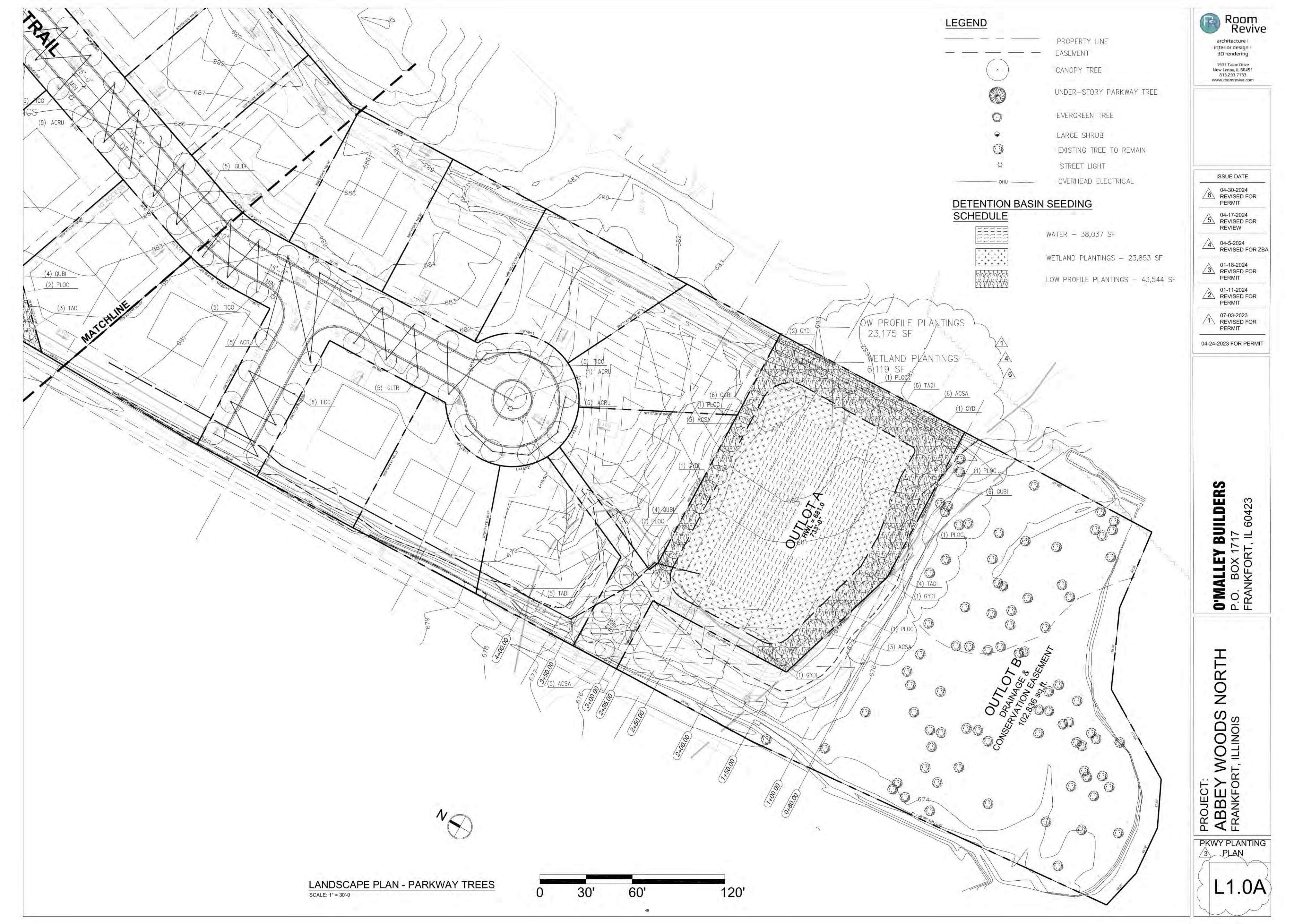
2 REVISED FOR PERMIT 07-03-2023

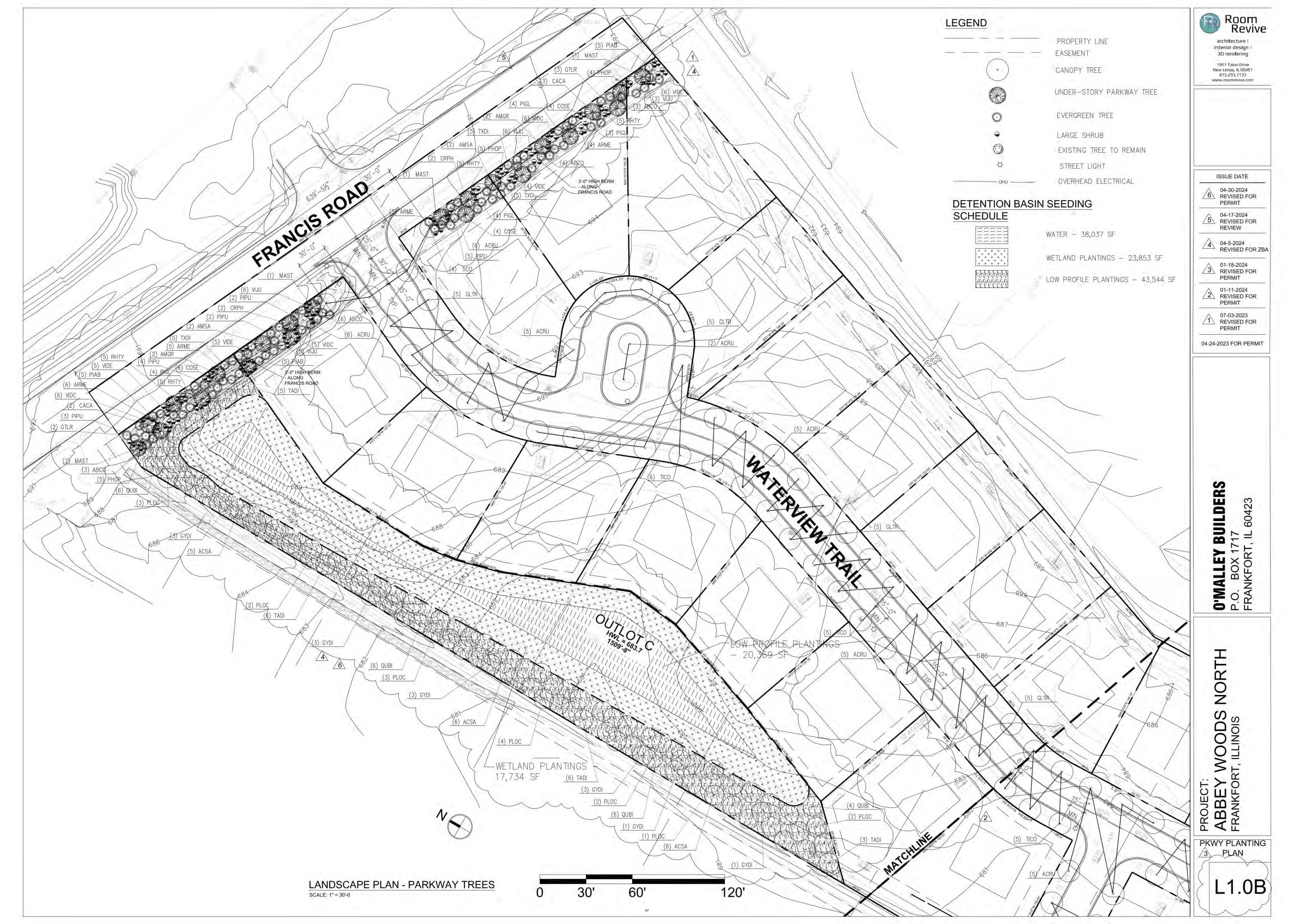
REVISED FOR PERMIT

04-24-2023 FOR PERMIT

ABBEY \

PKWY PLANTING PLAN





ABBY WOOD S PHASE II MONITORING AND MANAGEMENT PLAN:

SECTION 1.0 NEAR TERM MONITORING AND REPORTING

1.1 RESPONSIBLE PARTIES

THE OWNER WILL BE RESPONSIBLE FOR FUNDING AND IMPLEMENTING A THREE YEAR "NEAR TERM" MANAGEMENT AND MAINTENANCE PLAN FOR ESTABLISHING A NATURALIZED LANDSCAPE ASSOCIATED WITH THE PROPOSED ABBY WOODS PHASE II PROJECT STORM WATER FACILITY. THE OWNER MAY ELECT TO CONTRACT MANAGEMENT AND MAINTENANCE SERVICES TO A THIRD PARTY TO ENSURE PROPER

1,2 MONITORING METHODOLOGY

AREAS OF NATURALIZED RE-VEGETATION WILL BE MONITORED FOLLOWING METHODLOGIES AS OUTLINED HEREIN, MEANDER SURVEY MONITORING WILL BE PERFORMED ON AN ANNUAL BASIS FOR THREE YEARS AFTER PLANTING IS SUBSTANTIALLY COMPLETE, OR UNTIL THE LANDSCAPE IS ACCEPTED BY THE VILLAGE. ANNUAL VEGETATION MONITORING WILL OCCUR IN AUGUST, SEPTEMBER, OR EARLY OCTOBER, MEANDER SURVEY METHODOLOGY WILL INVOLVE TAKING 5-10 REPRESENTATIVE SITE PHOTOGRAPHS AND PERFORMING A REVIEW OF AT LEAST 20 PERCENT OF EACH VEGETATIVE COMMUNITY TO IDENTIFY THE FOLLOWING

A.) THE LIMBS OF ALL VEGETATION AREAS BY GENERAL COMMUNITY TYPE AND DOMINANT SPECIES WITHIN EACH PLANTING ZONE

B,) ALL PLANT SPECIES IN EACH PLANTING ZONE

THE APPROXIMATE PERCENT GROUND COVER BY NATIVE SPECIES WITHIN EACH PLANTING ZONE THE PERCENT GROUND COVER BY NON-NATIVE OR INVASIVE SPECIES IN EACH PLANTING ZONE

EROSION AND SEDIMENTATION PROBLEMS

WATER LEVEL OR DRAINAGE PROBLEMS

AREAS OF BARE SOIL LARGER THAN ONE SQUARE METER H.) OBSERVATIONS ON SPECIFIC MANAGEMENT STRATEGIES NECESSARY TO ACHIEVE ACCEPTANCE REQUIREMENTS

1.3 REPORTING REQUIREMENTS

THE OWNER WILL PROVIDE THE VILLAGE WITH NOTIFICATION 24—HOURS PRIOR TO THE START OF PLANTING INSTALLATION, FOLLOWING SUBSTANTIAL COMPLETION, THE OWNER WILL DOCUMENT THAT NATURAL AREA LANDSCAPE RE-VEGETATION HAS BEEN COMPLETED. NURSERY PACKING LISTS INDICATING THE SPECIES AND QUANTITIES OF MATERIALS INSTALLED WILL ACCOMPANY THIS NOTICE.

IN ADDITION, THE OWNER (OR DESIGNATED REPRESENTATIVE) WILL SUBMIT AN ANNUAL MONITORING REPORT TO THE VILLAGE OF FRANKFORT BY FEBRUARY 28TH OF THE FOLLOWING YEAR EVALUATING THE PROGRESS OF THE NATURALIZED LANDSCAPE TOWARD DESIGN GOALS. THE REPORT WILL CONTAIN LOCATION MAP, A SUMMARY OF ANNUAL MONITORING OBSERVATIONS, A DESCRIPTION OF MANAGEMENT PERFORMED DURING THE YEAR.A TABULAR SUMMARY OF ANNUAL PROGRESS RELATIVE TO ACCEPTANCE STANDARDS, AND A LIST OF RECOMMENDATIONS FOR MANAGEMENT DURING THE UPCOMING YEAR.

1.4 ACCEPTANCE REQUIREMENTS

SATISFACTORY LANDSCAPE DEVELOPMENT ASSOCIATED WITH NATURALIZED VEGETATION IN THE STORMWATER FACILITY WILL BE BASED ON THE FOLLOWING ITEMS. THE ATTAINMENT OF THESE ITEMS IS EXPECTED TO RESULT IN ACCEPTANCE OF LANDSCAPE IMPROVEMENT BY THE VILLAGE OF FRANKFORT WITHIN 3 MONTHS OF SEED INSTALLATION (OR 3 MONTHS AFTER THE START OF THE GROWING SEASON FOLLOWING DORMANT SEEDING) AT LEAST 90% OF THE SEEDED AREA AS MEASURED BY AERIAL COVER, WILL BE VEGETATED OR OTHERWISE STABILIZED AGAINST EROSION.

NATURALIZED LANDSCAPE SHALL HAVE MORE THAN ONE SQUARE METER DEVOID OF VEGETATION, AS MEASURED BY AERIAL COVERAGE SEEDED AREAS SHALL HAVE NO RILLS OR GULLIES GREATER THAN 4 INCHES WIDE BY 4 INCHES DEEP, AND BASIN SHORELINE SHALL NOT HAVE MORE THAN 6 INCHES CUT AS A RESULT OF EROSION AREAS SEEDED AS TURF GRASS OR LOW-MAINTENANCE TURF SHALL HAVE 95% GROUND COVER EMERGENT AREAS SHALL HAVE A MINIMUM OF 35% GROUND COVER (AVG. 50%) AND OTHER WETLAND AND PRAIRIE AREAS SHALL HAVE A MINIMUM OF 35% GROUND COVER (AVG. 60%) BY SPECIES IN

THE APPROVED PLANT LIST AND/OR NATIVE SPECIES WITH NATIVE COEFFICIENT OF CONSERVATIONS (C-) VALUES 2 (PER SWINK AND WILHELM 1994 OR MORE CURRENT VERSION) NATURALIZED LANDSCAPES SHALL HAVE A MINIMUM OF 30% PRESENCE BY SPECIES SEEDED OR PLANTED FOR THE PERMANENT MATRIX C-VALUES 2 (PER SWINK AND WILHELM 1994 OR MORE CURRENT

INSTALLED WOODY MATERIALS SHALL BE ALIVE, IN HEALTHY CONDITION, AND REPRESENTATIVE OF THE SPECIES NO MORE THAN 25% OF ANY SPECIFIC PLANT COMMUNITY SHALL BE INDIVIDUALLY OR COLLECTIVELY DOMINATED BY NON-NATIVE OR WEEDY SPECIES

NONE OF THE THREE MOST DOMINANT SPECIES MAY BE NON-NATIVE WEEDY, INCLUDING BUT NOT LIMITED TO CANADA THISTLE, COMMON REED, REED CANARYGRASS, SWEETCLOVER, KENTUCKY BLUEGRASS, PURPLE LOOSESTRIFE, BARNYARD GRASS, OR SANDBAR WILLOW UNLESS INDICATED ON TEH APPROVED PLANTING PLAN CATTAILS SO NOT COUNT TOWARDS THE 25% WEED CRITERION PROVIDED THEY REPRESENT NO MORE THAN 20% COVER

ALTHOUGH NOT ACCEPTANCE REQUIRE, TNS, THE FOLLOWING MILESTONES WILL BE ASSESSED FOR YEAR 2 NATURAL LANDSCAPE DEVELOPMENT TO HELP DETERMINE THE NEED FOR AND LEVEL OF MANAGEMENT APPROPRIATE TO ACHIEVE YEAR 3 LANDSCAPE ACCEPTANCE:

MIN. GROUND COVER OF 25% BY SPECIES IN THE APPROVED PLANT LIST AND/OR NATIVE WITH C-VALUE 2

MIN, PRESENCE OF 20% BY SPECIES SEEDED OR PLANTED FOR THE PERMANENT MATRIX AND/OR NATIVE SPECIES WITH C-VALUE 2

SECTION 2.0 NEAR TERM MANAGEMENT FOR NATURALIZED LANDSCAPES

NEAR-TERM (IE 3-YEAR) MANAGEMENT FOR NATURALIZED LANDSCAPES ASSOCIATED WITH ABBY WOODS PHASE II WILL INVOLVE MONITORING AND MANAGEMENT TO PROMOTE GERMINATION AND ESTABLISHMENT OF DESIRED PLANTS. THE FOLLOWING IS A NEAR TERM MAINTENANCE PLAN FOR NATURALIZED LANDSCAPES ASSOCIATED WITH THE DEVELOPMENT

2.1 NEAR-TERM MANAGEMENT TASKS

FOR SEVERAL YEARS AFTER INSTALLATION, NATURALIZED LANDSCAPES WILL BE ON MANAGED ON A REGULAR BASIS TO ENSURE SUCCESSFUL ESTABLISHMENT. SITE CHARACTERISTICS INFLUENCE HOW MANAGEMENT AND MAINTENANCE TECHNIQUES ARE IMPLEMENTED. VEGETATION MANAGEMENT ACTIONS MAY DIFFER FROM THE TASKS AND FREQUENCIES INDICATED BELOW BASED ON SPECIFIC RECOMMENDATIONS FROM VILLAGE-APPROVED NATIVE LANDSCAPE SPECIALIST

2.1.1 UNDESIRABLE PLANT CONTROL

THE OWNER ACKNOWLEDGES THAT IT IS BEST TO PERFORM CORRECTIVE ACTIONS FOR VEGETATION MANAGEMENT EARLY IN THE RE-VEGETATION EFFORT, AGGRESSIVE AND/OR NON-NATIVE SPECIES WILL BE MANAGED SUCH THAT THEIR PRESENCE AND DENSITY DOES NOT THREATEN THE ATTAINMENT OF ACCEPTANCE REQUIREMENTS

DEPENDING ON THE TYPE OF PLANT TARGETED, CONTROL OF UNDESIRABLE PLANT SPECIES MAY INVOLVE REMOVING ALL ABOVE-GROUND AND BELOW-GROUND STEMS, ROOTS, AND FLOWER MOSSES PRIOR TO DEVELOPMENT OF SEEDS, WEEDING WILL AVOID DAMAGING THE NATIVE PLANTINGS AND BE TIMED TO PREVENT DEVELOPMENT OF WEE SEEDS, THE ABILITY TO DIFFERENTIATE BETWEEN WEEDS AND NATIVE SEEDLINGS IS IMPORTANT. PLANTS MAY BE LEFT UNTREATED UNTIL THEY CAN BE POSITIVELY IDENTIFIED.

VARIOUS MEANS OF WEED CONTROL WILL BE EMPLOYED AS APPROPRIATE, AND MAY INCLUDE MECHANICAL CONTROL, CHEMICAL CONTROL AND /OR BIOLOGICAL CONTROL MECHANICAL CONTROL: MECHANICAL CONTROL OF NUISANCE PLANT TYPICALLY INCLUDES CUTTING, MOWING, AND/OR THE DIGGING UP INDIVIDUAL PLANTS BY HAND, IN MAY CASES, CUTTING OR MOWING A

PLANT BEFORE ITS SEEDS MATURE WILL MINIMIZE FURTHER SPREAD. CUTTING OR MOWING CLOSE TO THE GROUND SURFACE WITH A WEED EATER OR HAND SCYTHE CAN BE AN EFFECTIVE MEANS OF CONTROL FOR SPECIES SUCH AS SWEET CLOVER, VARIOUS THISTLES AND RAGWEED. FOR GENERAL MOWING OF SWATHS OF VEGETATION, MOWERS WILL BE SET TO A HEIGHT OF 12+ INCHES ABOVE THE GROUND OR TO A HEIGHT THAT TREATS WEEDY SPECIES YET MINIMIZES IMPACTS ON DESIRABLE PLANTS. CHEMICAL CONTROL: WHEN EMPLOYED IN CONJUNCTION WITH PRESCRIBED BURNING AND MECHANICAL CONTROL, THE JUDICIOUS USE OR HERBICIDES CAN BE AN IMPORTANT COMPONENT OF MANAGEMENT

PROGRAMS FOR CONTROLLING WEEDS. SOME WEEDS ARE CONTROLLED MORE EFFECTIVELY BY CHEMICAL TREATMENT THAN BY MOST MECHANICAL MEASURES FOR AGGRESSIVE WEEDS, AN HERBICIDE WILL BE APPLIED. THE USE OF PREVENTATIVE HERBICIDES WILL BE LIMITED TO PROBLEM AREAS

WICK APPLICATION WILL BE PREFERRED OVER SPRAY APPLICATION

SPRAY APPLICATIONS, IF NECESSARY, SHALL NOT BE USED ON GUSTY DAYS

BIOLOGICAL CONTROL: AN ALTERNATIVE TO CHEMICAL TREATMENT, USE OF BIOLOGICAL CONTROLS PURPLE LOOSESTRIFE WILL BE CONSIDERED PROVIDED SITE CONDITIONS ARE APPROPRIATE TO SUPPORT AND MAINTAIN THE INSECT POPULATION,

2.1.2 WILDLIFE MANAGEMENT

IT IS GENERALLY ACCEPTED THAT THE LONG-TERM USE OF EVEN THE MOST BENIGN PESTICIDES HAS EFFECTS ON WILDLIFE THAT ARE STILL RARELY RESEARCHED. THEREFORE, PESTICIDES WILL NOT BE USED BOARDLY OR ROUTINELY AT THE MITIGATION SITE.

2.1.4 FERTILIZER APPLICATION

A CONSERVATIVE APPROACH TO FERTILIZERS WILL BE TAKEN, TURF MANAGEMENT CHEMICALS WILL NOT BE USED WITHIN AREAS OF NATURALZIED PLANTINGS

2.1.5 DEBRIS MANAGEMENT

DEBRIS WILL BE REMOVED FROM THE DEVELOPMENT AREA EVERY OTHER MONTH BETWEEN MARCH AND NOVEMBER, DEBRIS WILL BE DISPOSED OF AT AN APPROPRIATE OFF-SITE TRASH RECEPTACLE OR HAULED TO AN APPROVED DUMP SITE.

2.2 SCHEDULE OF NEAR-TERM MANAGEMENT ACTIVITIES

2.2.1 TYPICAL 1ST YEAR MANAGEMENT ACTIONS TO PREVENT WEED SEED DEVELOPMENT, MOWING TO A HEIGHT OF 6 INCHES WILL BE PERFORMED WHEN VEGETATION REACHES A HEIGHT OF 12 INCHES

WEEDING PRACTICE WILL AVOID DAMAGING NATIVE PLANTINGS DEBRIS AND LITTER WILL BE DISPENSED AT AN APPROPRIATE OFF SITE TRASH RECEPTACLE

2.2.2 TYPICAL 2ND YEAR ACTIONS THE SEEDED AREAS WILL BE MOWED TO THE GROUND AS CLOSE AS POSSIBLE IN EARLY SPRING AND CUTTINGS RAKED OR BAGGED.

WEED MANAGEMENT WILL EMPHASIZE BIENNIAL AND PERENNIAL WEEDS. PROPER WEED CONTROL MAY REQUIRE MULTIPLE TREATMENTS OTHER MANAGEMENT PRACTICES WILL INCLUDE LITTER REMOVAL, ACCESS RESTRICTION ENFORCEMENT, AND EROSION CONTROL, INSECT/PEST CONTROL, RESEEDING/REPLANTING, WILDLIFE MANAGEMENT AS

DETERMINED ON A QUARTERLY BASIS. 2.2.3 TYPICAL 3RD YEAR MANAGEMENT ACTIONS

TYPICAL MANAGEMENT IN THE 3RD GROWING SEASON INVOLVE THE USE OF PRESCRIBED FIRE IN COMBINATION WITH MECHANICAL AND CHEMICAL METHODS FOR CONTROLLING BIENNIAL AND PERENNIAL A PERMIT WILL BE OBTAINED FROM THE ENVIRONMENTAL PROTECTION AGENCY PRIOR TO CONDUCTING A PRESCRIBED BURN. A BURN WILL OCCUR MID OCTOBER - APRIL AS WEATHER AND SITE CONDITIONS PERMIT. NOTICE MUST BE OBTAINED FROM THE VILLAGE AND LOCAL AUTHORITIES PRIOR TO A BURN MANAGEMENT OF WEEDS, DEBRIS AND LITTER REMOVAL, ACCESS RESTRICTION ENFORCEMENT, EROSION CONTROL AND REPAIRS, INSECT/PEST CONTROL, RESEEDING/REPLANTING, WILDLIFE MANAGEMENT

SECTION 3.0 LONG TERM MANAGEMENT FOR NATURALIZED LANDSCAPES

TRADITIONAL TURFGRASS MAINTENANCE PRACTICES ARE NOT APPROPRIATE FOR NATURALIZED LANDSCAPES. PROPER MANAGEMENT IS ESSENTIAL AND WILL BE PERFORMED BY PARTIES EXPERIENCED IN NATIVE LANDSCAPE MAINTENANCE

3.1 CONTACT INFORMATION

DYNAMIC M.D. OR AN AUTHORIZED REPRESENTATIVE WILL BE RESPONSIBLE FOR THE TIMELY EXECUTION OF ALL LONG-TERM MAINTENANCE ACTIVITIES WITHIN THE NATURALIZED LANDSCAPE, THE FOLLOWING PARTY SHOULD BE CONTACTED REGARDING MANAGEMENT ACTIVITIES

NAMES, ADDRESSES, CONTACTS AND TELEPHONE NUMBERS OF THE PROPERTY OWNER(S).

BUGGIES, MOTORCYCLES, ALL TERRAIN VEHICLES OR ANY OTHER TYPES OF MOTORIZED VEHICLES.

NAMES, ADDRESSES, CONTACTS AND TELEPHONE NUMBERS OF THE PARTY RESPONSIBLE FOR OPERATIONS AND MAINTENANCE

3.2 PROHIBITIVE ACTIVITIES

THIS SECTIONS OUTLINES VARIOUS ACTIVITIES RESTRICTED OR PROHIBITED WITHIN AREAS OF LANDSCAPING EXCEPT AS NEEDED TO ACHIEVE AND MAINTAIN A NATURALIZED LANDSCAPE

DUMPING OF YARD WASTE OR DEBRIS\ REPLACEMENT OF APPROVED VEGETATION WITH NON-APPROVED MATERIALS CONSTRUCTION OR PLACEMENT OF STRUCTURES

APPLICATION OF PESTICIDES FERTILIZER OR HERBICIDES MOWING OTHER THAN FOR MEETING SPECIFIC MANAGEMENT GOALS

COMMERCIAL, INDUSTRIAL, AGRICULTURAL, RESIDENTIAL DEVELOPMENTS, BUILDINGS OR STRUCTURES INCLUDING BIT NOT LIMITED TO SIGNS, BILLBOARDS, OTHER ADVERTISING MATERIAL OR OTHER STRUCTURES REMOVAL OR DESTRUCTION OF TREA OR PLANTS, MOWING, DRAINING, PLOWING MINING, REMOVAL OF TOPSOIL, SAND, ROCK, GRAVEL, MINERALS OR OTHER MATERIAL OPERATION OF SNOWMOBILES, DUNE

VILLAGE APPROVAL WILL BE OBTAINED FOR ANY AMENDMENTS THAT ALTER THE SITE BEYOND THE APPROVED DESIGN CONDITION. THE LAND USE RESTRICTIONS MAY BE CHANGES, MODIFIED OR REVOKED

ONLY UPON WRITTEN APPROVAL OF OF THE VILLAGE

3.3 LONG-TERM MANAGEMENT TASKS

LONG-TERM MAINTENANCE OF NATURALIZED LANDSCAPES INVOLVE SIGNIFICANTLY LESS EFFORT AND COST THAN FOR LANDSCAPES VEGETATED WITH TRADITIONAL TURFGRASS, ROUTINE MAINTENANCE ACTIVITIES FOR NATURALIZED LANDSCAPES INCLUDE DEBRIS MANAGEMENT INSPECTIONS, VEGETATION MAINTENANCE, AND PEST SPECIES MANAGEMENT, NON-ROUTINE MAINTENANCE AND MANAGEMENT ACTIONS ARE PERFORMED AS SITE SPECIFIC CONDITIONS WARRANT AND INCLUDE SEDIMENT/POLLUTANT REMOVAL, STRUCTURE, REPLACEMENT AND REPLANTING. TABLE 2 PRESENTS A GENERAL SCHEDULE FOR TYPICAL ACTIVITIES WITH LONG-TERM MANAGEMENT OF NATURALIZED LANDSCAPES

3.3.1 DEBRIS AND LITTER MANAGEMENT DEBRIS AND LITTER WILL BE REMOVED EVERY OTHER MONTH BETWEEN MARCH 1 TO OCTOBER AND DISPOSED OF AT AN APPROPRIATE OFF-SITE TRASH RECEPTACLE

3.3.2 STRUCTURAL MANAGEMENT

WATER CONTROL STRUCTURES WILL BE INSPECTED QUARTERLY WITHIN 24 HOURS OF EACH MAJOR RAINSTORM, INSPECTIONS WILL CONFIRM THAT THE RESTRICTOR IS NOT CLOGGED AS WELL AS INCLUDE AN EVALUATION ON THE STABILITY OF THE OUTLET, EMBANKMENTS AND INLETS. OBSERVATIONS WILL BE MADE IN THE PRESENCE AND EXTENT OF EROSION, LACK OF VEGETATION, OR DITHER PROBLEMS SUCH AS SOIL CRACKING, THE OUTLET/INLET STRUCTURE DEGRADATION, SINKHOLES, OR WET AREAS ON SLOPES CAPTURE SEDIMENT AND POLLUTANTS EVENTUALLY RESULT IN A DECREASE IN POOL VOLUME NAD/OR WATER QUALITY, THE NEED FOR SEDIMENT REMOVAL IS EXPECTED WHEN THE POOL VOLUME IS

REDUCED BY 15-20 PERCENT. 3.3.3 VEGETATION MANAGEMENT

LONG-TERM MANAGEMENT ACTIONS EMPHASIZE REGULAR PRESCRIBED BURNING, ACCOMPANIED HERBICIDE, MOEING, COMBINATION OF THESE PRACTICES. PRESCRIBED BURNING: ESTABLISHED NATURALIZED LANDSCAPES WILL BE BURNED EVERY 2-3 YEARS. LARGER AREAS TO BE DIVIDED AND ONLY A PORTION BURNED EACH YEAR.

BURNING IS TO BE CONDUCTED BY A QUALIFIED BURN CONTRACTOR PERMISSION IS NEED BY LOCAL AUTHORITY TO PERFORM A BURN

MECHANICAL CONTROL - MOWING OR DIGGING UP OF PLANTS

THE TIMING AND HEIGHT OF MOW DEPENDS ON SPECIES - TYPICALLY 12-18 INCHES HIGH HARD PULLING OR DIGGING CAN PROVIDED CONTROL IF THERE ARE FEWER THAN 100 PLANTS

HERBICIDE TREATMENT TO BE PERFORMED BY LICENSED PROFESSIONAL

3.3,4 PESTICIDES AND FUNGICIDE USE PESTICIDES WILL NOT BE USED BROADLY OR ROUTINELY.

3.3.5 OTHER MANAGEMENT ACTIONS ON A PERIODIC BASIS FEES ARE COLLECTED TO COVER MAINTENANCE COSTS WILL BE REEVALUATED AND UPDATED WITH CONTRACTORS WILL BE RENEWED AND CONTACT INFORMATION WILL BE

UPDATED ON THE PROJECT

architecture interior design 3D rendering 1901 Talon Drive

New Lenox, IL 50451

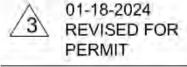
815.293.7133 www.foomfevive.com

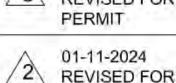
ISSUE DATE

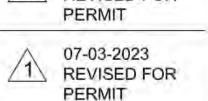
04-30-2024 6\ REVISED FOR PERMIT

04-17-2024 5\ REVISED FOR REVIEW

04-5-2024 REVISED FOR ZBA





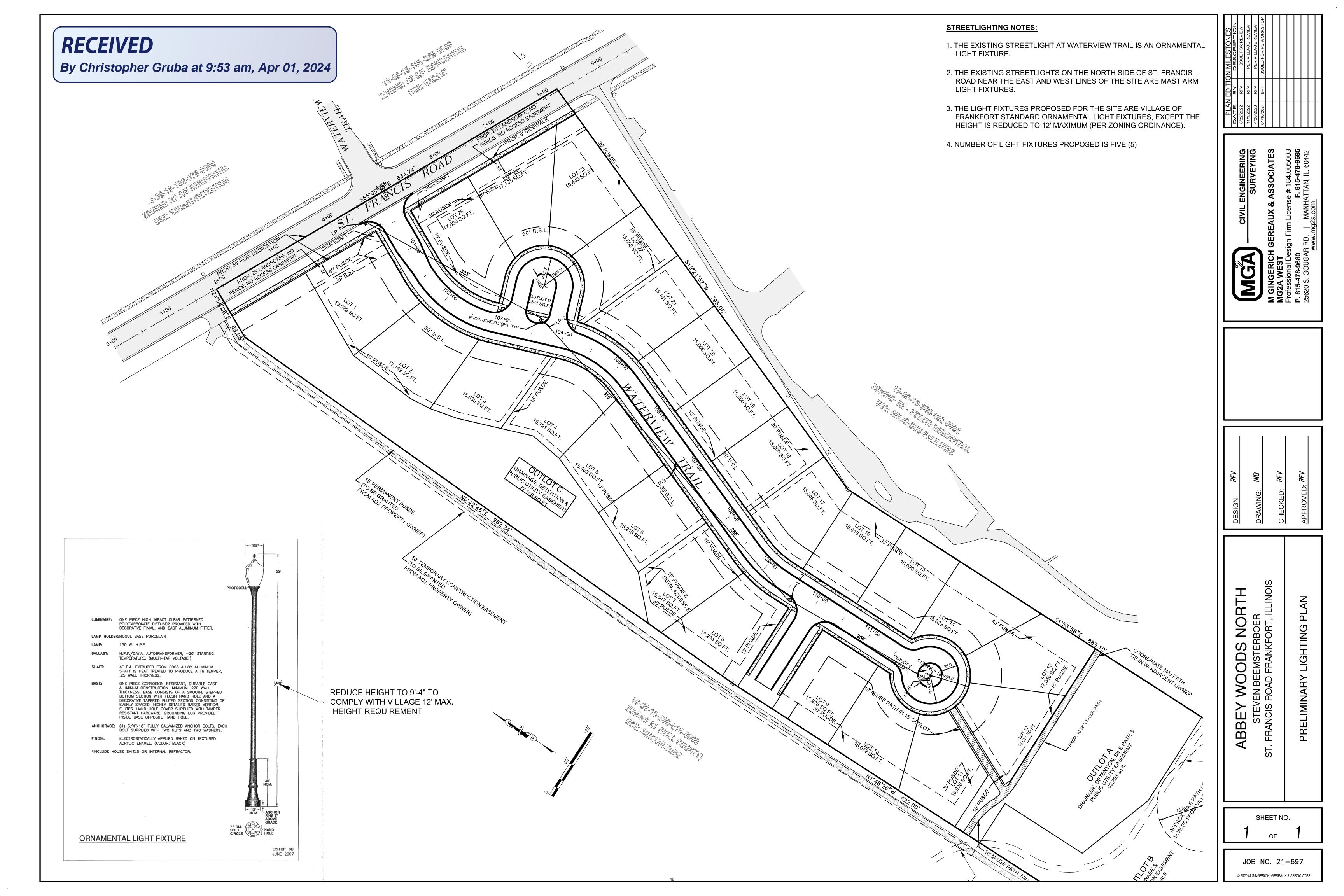


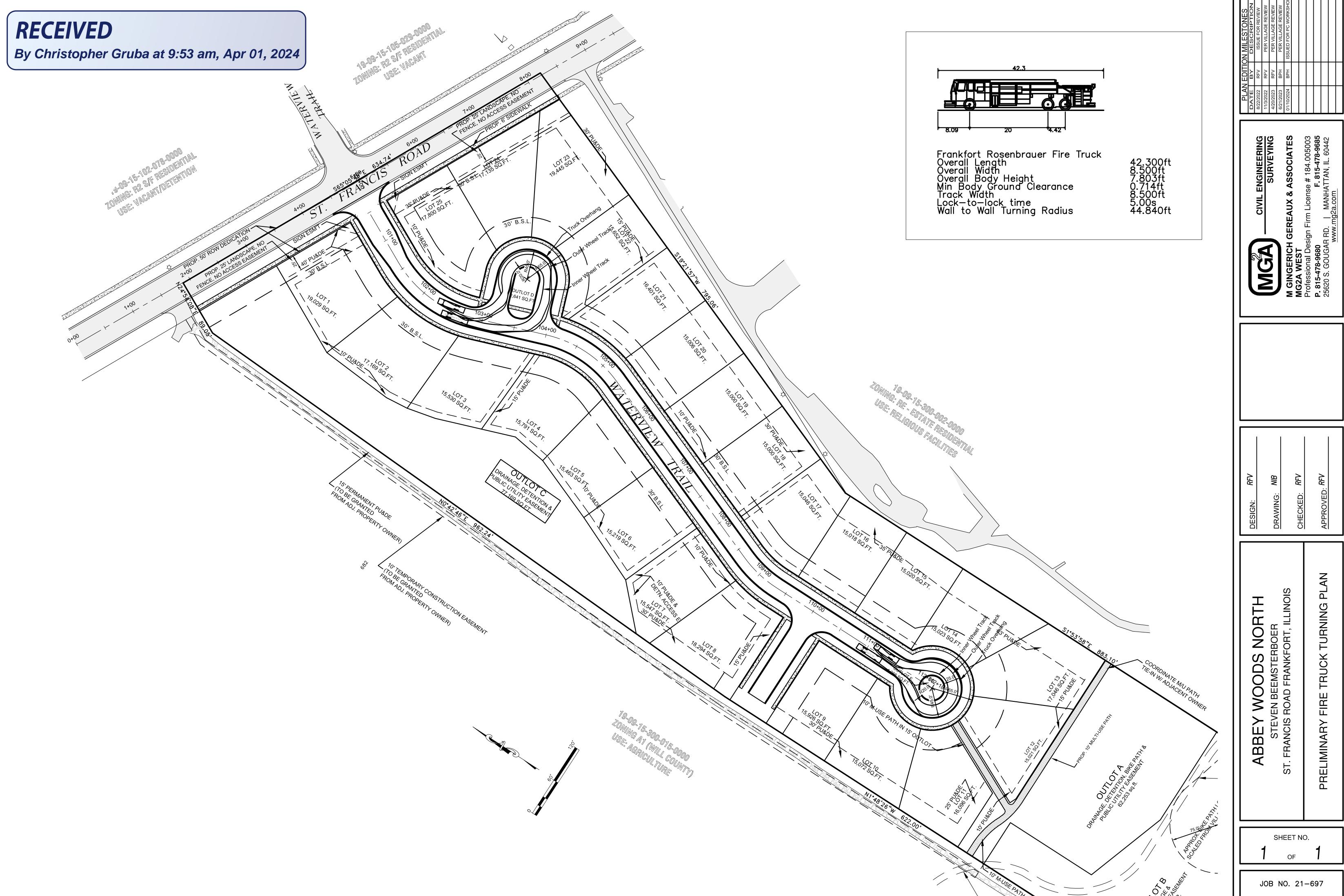
04-24-2023 FOR PERMIT

BEY NKFOF

LANDSCAPE

NOTES





Plan Commission / ZBA



May 9, 2024

Project: Planet Fitness
Meeting Type: Public Hearing

Requests: 2 Special Use Permits (indoor recreation and extended hours of operation)

Location: 20825 S. La Grange Road **Applicant:** Black Duck Partners

Prop. Owner: Butera Center Management, Inc.

Representative: Laura Lewallen, pb2 Architecture & Engineering

Staff Reviewer: Christopher Gruba, Senior Planner

Site Details

Lot Size: 10.58 acres

PIN: 19-09-22-100-051-0000

Existing Zoning: B-2, Community Business with a Special Use

for a PUD (Frankfort Town Center)

Proposed Zoning: B-2 with a Special Use for indoor

entertainment

Buildings: 3 buildings

Total Sq. Ft.: 20,450 square feet (tenant space)

Adjacent Land Use Summary:

	Land Use	Comp. Plan	Zoning
Subject Property	Retail Plaza	General	B-2 PUD
		Commercial	
North	Bank, office	General	B-2, B-4
		Commercial	
South	Office, retail	General	B-2
		Commercial	
East	Single-Family	Single-Family	R-4
	Residential	Attached Res.	
West	Bank	General	B-2 PUD
		Commercial	



Project Summary

The applicant is proposing to operate a Planet Fitness gym within the southern portion of the tenant space currently occupied by Bargain Mania. Personal fitness gyms are classified as "indoor recreation" and require a Special Use Permit within the B-2 zone district. The applicant is also proposing extended hours of operation, which will require an additional Special Use Permit. Normal business hours within the Village are 7 am - 11 pm. Planet Fitness would be open 24 hours a day, every day. No exterior changes are proposed to the building or site.

Attachments –

- 1. Location Map, prepared by staff (VOF GIS) scales 1:2,500 and 1:5,000
- 2. Special Use findings of fact prepared by applicant on 4.16.24
- 3. Plat of Survey of Butera Center with tenant space outlined in red
- 4. Parking analysis of Frankfort Town Center, prepared by staff
- 5. Floorplan, received 4.10.24

Analysis

General:

- 1. Planet Fitness is proposing a 20,450 square foot tenant space, which is approximately half of the existing Bargain Mania's space. At this point, there are no definitive plans with Bargain Mania.
- 2. The floorplan illustrates many amenities, including 6 tanning stations, 102 men's lockers, and 102 women's lockers. Staff notes that the floorplan indicates a separate "Black Card Spa" area to the north of the check-in desk which is available to members for an additional membership charge. This area contains 1 "Wellness Pod" (multi-sensory chair for relaxation), 6 tanning beds, 1 "Beauty Angel" machine for red light therapy, and 2 automated massage chairs.
- 3. The gym would operate 24 hours a day, every day. A Special Use Permit is required for extended hours of operation.
- 4. The floorplan appears to indicate an adequate number of restroom facilities for the proposed use.
- 5. The applicant has indicated to staff that loud music will not be played in the gym or outside. While some music would be played, it was described as "background music".

Parking:

Indoor recreation uses require parking at a rate of 1 space per 200 square feet of gross floor area. The proposed tenant space would be 20,450 square feet, requiring 103 parking spaces. Frankfort Town Center (formerly Butera) currently has 501 parking spaces. If Planet Fitness were to occupy the proposed tenant space, and Bargain Mania continued to operate in the remainder of the space, the entire shopping plaza would require 780 spaces, a deficiency of 279 spaces. However, it's generally accepted that this plaza is not deficient based on actual parking demand and could even be considered to have a surplus of parking.

The Zoning Ordinance permits the Plan Commission to adjust the parking required in business and industrial districts on a case-by-case basis. Given that a parking deficiency has not been noted at this plaza, and the fact the shopping center provides for 501 existing spaces that are shared parking among all tenants, staff recommends that the Plan Commission consider approving an adjustment to the to the required on-site parking from 103 spaces to 0 spaces per Article 7, Section B, Part 5 (b) of the Zoning Ordinance as follows:

"The following provisions and factors shall be used as a basis to adjust parking requirements:

- 1. Evidence That Actual Parking Demands will be Less Than Ordinance Requirements. The petitioner shall submit written documentation and data to the satisfaction of the Plan Commission that the operation will require less parking than the Ordinance requires.
- 2. Availability of Joint, Shared or Off-Site Parking. The petitioner shall submit written documentation to the satisfaction of the Plan Commission that joint, shared, or off-site parking spaces are available to satisfy the parking demand.
 - a) Agreements shall be provided which demonstrate evidence that either parking lots are large enough to accommodate multiple users (joint parking) or that parking spaces will be shared at specific times of the day (shared parking, where one activity uses the spaces during daytime hours and another activity uses the spaces during evening hours.)
 - b) Off-site parking lots may account for not more than 50-percent of the required parking and shall be located not more than three-hundred (300) feet

from the principal use that it is intended to serve."

The applicant has not provided evidence or written documentation as noted above. However, staff has performed a thorough parking analysis of this shopping plaza (attached). A parking adjustment was recently granted by the PC/ZBA on March 21st, 2024, for Bear Down Barbecue at 20857 & 20859 S. La Grange Road. In that instance, the amount of parking was adjusted from the required 21 spaces to 0 spaces.

Standards for Special Use

No special use shall be recommended by the Plan Commission, unless such Commission shall find:

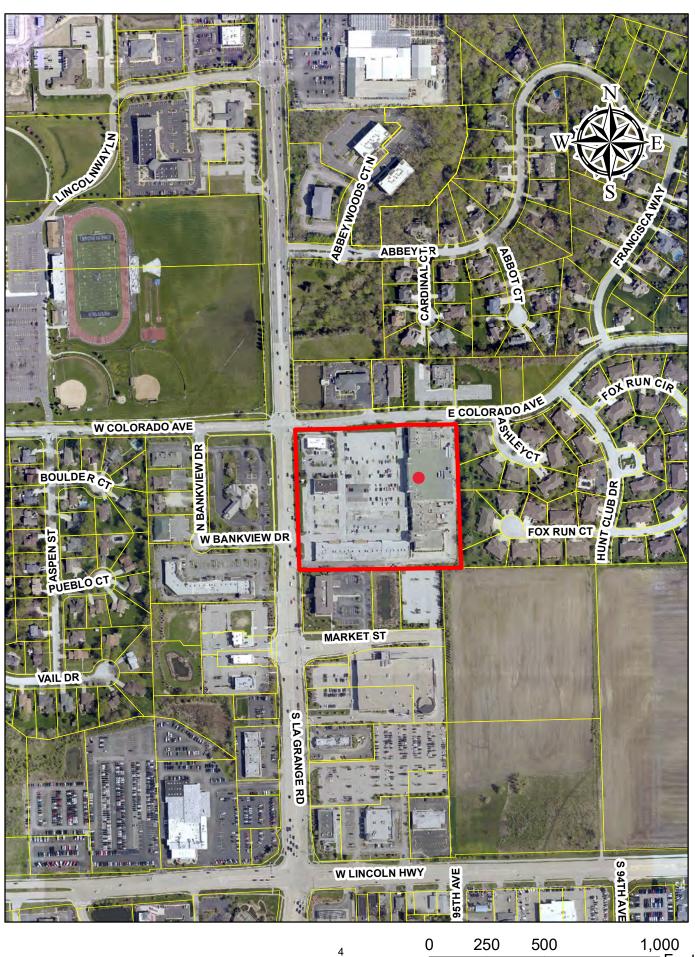
- a. That the establishment, maintenance or operation of the special use will not be detrimental to, or endanger, the public health, safety, morals, comfort or general welfare.
- b. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
- c. 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.
- d. 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.
- e. That the adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.
- f. 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.
- g. 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.

Affirmative Motions

For the Commission's consideration, staff is providing the following proposed affirmative motion language:

- 1. Approve an adjustment to the minimum number of required parking spaces from 103 spaces to 0 spaces to allow the existing 501 parking spaces on the property to serve the proposed fitness facility and the existing businesses in this shopping plaza.
- 2. Recommend the Village Board approve a Special Use Permit for indoor recreation (Planet Fitness) at 20825 S. La Grange Road, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned upon final approval from the Building Department and that the rear egress door shall remain closed at all times to avoid the emission of sound beyond the tenant space.
- 3. Recommend the Village Board approve a Special Use Permit for extended hours of operation, for a 24-hour/day operation at 20825 S. La Grange Road, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned upon final approval from the Building Department and that the rear egress door shall remain closed at all times to avoid the emission of sound beyond the tenant space.

20825 S. La Grange Road



250 500 1,000 0 Feet

20825 S. La Grange Road



5

0 125 250 500 Feet



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.

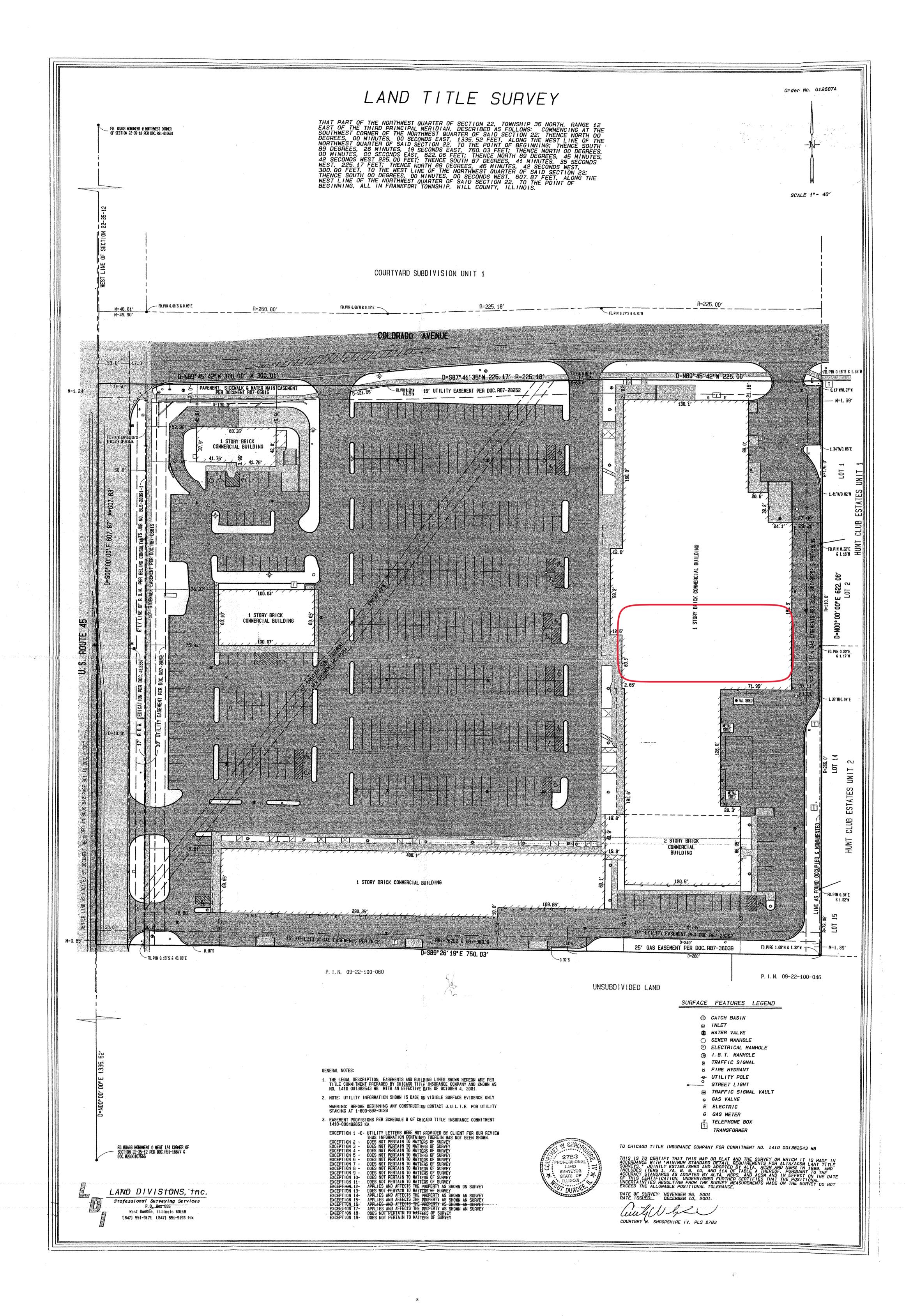
- That the establishment, maintenance or operation of the special use will not be detrimental to, or endanger, the public health, safety, morals, comfort or general welfare.
 No, we will not be detrimental or endanger the public health, safety, morals, comfort or general welfare of the public near the center.
- 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.
 No, the build will not affect any of the surrounding stores or neighborhoods. We will
 be helping bring more traffic to the surrounding stores.
- 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.
 No, this will not impede on any of the surrounding property. We will be brining in more
 of the public and give the surrounding stores more foot traffic.
- 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.

No, we will stay with the same color scheme as the rest of the center to make sure we don't damage the character of the neighborhood.

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

Yes, we have made sure we have the proper amount of utilities, road access, drainage and facilities.

- 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.
 - Yes, there are 3 entrances and exits to the center so there is smooth traffic going in and out.
- 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.
 - Yes, we will follow all guidelines and regulations the Village of Frankfort has in place.



BUTERA CEN	TER				
Address	Tenant	Use	Area	Requirement	Parking Req'd
20883	Plaza Cleaner	Dry Cleaner	4200	1 per 250 GFA	17
20855/101	Be Well Chiropractic	Health Office	1000	1 per 175 GFA	6
20855/200	Mind and Health	Health Office	757	1 per 175 GFA	5
20855/202	Personal Solutions	Health Office	1425	1 per 175 GFA	9
20855/208	Personal Solutions	Health Office	1286	1 per 175 GFA	8
20855/209	Personal Solutions	Health Office	1188	1 per 175 GFA	7
20871	Facen 4ward	Indoor Entertainment	1400	1 per 200 GFA	7
20861	Crisis Rooms	Indoor Entertainment	4200	1 per 200 GFA	21
20855/205	Lydia Hodges/ Doorway 11	Massage (Personal Svc)	2400	1 per 125 GFA	20
20873	M R Gold & Silver	Retail	1400	1 per 250 GFA	6
20825	Bargain Mania	Retail	18898	1 per 250 GFA	76
20825	Planet Fitness	Indoor Recreation	20450	1 per 200 GFA	103
20815	Tiny Tots	Indoor Recreation	4186	1 per 200 GFA	21
20855/100	VACANT	Unknown	1150	1 per 100 GFA	12
20855/103	VACANT	Unknown	525	1 per 100 GFA	6
20855/105	VACANT	Unknown	2058	1 per 100 GFA	21
20875	Lincoln Travel	Office	1400	1 per 300 GFA	5
20855/102	VACANT	Unknown	2300	1 per 100 GFA	23
20855/104	VACANT	Unknown	432	1 per 100 GFA	5
20855/201	VACANT	Unknown	1275	1 per 100 GFA	13
20879	Royal Salt Cave & Spa	Personal Services	4200	1 per 125 GFA	34
20867	Barber Shop	Personal Services	900	1 per 125 GFA	8
20821	Jeff Lamorte Salon & Spa	Personal Services	6000	1 per 125 GFA	48
20863	VACANT	Unknown		1 per 100 GFA	9
20893	Subway	Restaurant (carry out)	1750	1 per 100 GFA	18
20857	Bear Down BBQ	Restaurant (carry out)	1151	1 per 100 GFA	0
20859	Bear Down BBQ (expansion)	Restaurant (carry out)	912	1 per 100 GFA	0
20831	Amigo Mexican	Restaurant (carry out)	2800	1 per 100 GFA	28
20829	Chef Klaus	Restaurant (full service)	6400	1 per 85 GFA	76
20805	Social 45	Restaurant (full service)	8710	1 per 85 GFA	103
20811	Starbucks	Restaurant (carry out)	2800	1 per 100 GFA	28
20887	Red Dresser	Retail		1 per 250 GFA	19
20869	Vibe Nutrition	Retail	1400	1 per 250 GFA	6
20833	Bazaar Tobacco	Retail	2800	1 per 250 GFA	12
Total Require	<u> </u> ed				780
Total Availab					501
Deficient					279

EXISTING ELECTRICAL PANELS

-EXISTING DOOR TO REMAIN,

REPAIR TO LIKE NEW

CONDITION AND INSTALL

NEW DETEX EXIT DEVICE

DEMO AND INFILL SLAB WHERE OLD COOLER PLUMBING USED TO BE

Decline Ab Board

ADJACENT TENANT SPACE

EXISTING EGRESS DOOR TO REMAIN, REPAIR TO LIKE NEW CONDITION AND INSTALL NEW DETEX EXIT DEVICE

REMOVE EXISTING DOCK DOOR AND INFILL TO MATCH EXISITING

NEW 1-HOUR RATED

FINISHED 50" A.F.F.

EXISTING ROOF ACCESS-

FIRE RISER

NEW 1-HOUR RATED

30 SINGLE + 36 DOUBLE (72) = 102 TOTAL LOCKERS

WOMENS RESTROOM

36 DOUBLE (72) = 102 TOTAL LOCKERS

IT RACK

ADJACENT TENANT SPACE

ALL EXISTING RTU'S
NEED TO BE REPLACED
RESEAL AND RESTRIPE
PARKING LOT
REPAIR AND PAINT EXISTING
DEMISING WALLS
REPAIR FINISHES ON FACADE
TOWER ELEMENTS

CAP AND FILL EXISTING GREASE TRAP

DOMESTIC WATER SERVICE IS FED OFF OF FIRE SPRINKLER RISER

REPAIR STOREFRONT MULLIONS MODIFY EXISTING ELECTRICAL SYSTEMS AND PROVIDE NEW SY

BRANCH PANELS AS REQUIRED

MENS LOCKER

WOMENS LOCKER ROOM

BLACK CARD SPA

MACHINES

NEW STOREFRONT ENTRY DOORS AND GLAZING

planet fitness

20825 S. LAGRANGE RD. FRANKFORT, IL 60423



4886 W Pauline Whitaker Pkwy Rogers Arkansas 72758 Phone: 479.636.3545 Fax: 479.636.1209 architecture
+engineering
Scott Joseph Broadbent
Illinois License No. 001.025482
Professional Design Firm License
No. 184.004331

DOCUMENTS THAT DO NOT HAVE THE ARCHITECT OR ENGINEER OF RECORD SEAL AND SIGNATURE SHALL BE CONSIDERED NOT FOR CONSTRUCTION

Seal / Signature

04.04.2024 SCHEMATIC LAYOUT

Project Name FRANKFORT, IL

Project Number 2024.0159

Description SCHEMATIC PLAN

3/32" = 1'-0"

Ref North

SCHEMATIC PLAN
SCALE: 3/32" = 1'-0"

CLUB AREA: 20,450 SQFT.



PROJECT NAME: FRANKFORT, IL

SITE ADDRESS: 20825 S. LAGRANGE RD. FRANKFORT, IL 60423

CLUB AREA: 20,450 SF

DATE: 04.04.2024

Matrix

Symbol

F

Symbol

11

Symbol

W

0 0 0

0 0 0

0 0 0

0 0 0

0 0 0

0 0 0

0 0 0

0 0 0

Ab Crunch

Tricep Ext.

Bicep Curl

Shoulder Press

Chest Press

Seated Row

Leg Curl

Leg Ext.

Leg Press

Lat. Raise

Calf Raise

Functional

(Optional)

Matrix Xult Stability 3 Ball Rack

Matrix Connexus Storage Rack

Floor Mounted Mat Rack

Storage

planet fitness

20825 S, LAGRANGE RD. FRANKFORT, IL 60423



OR ENGINEER OF RECORD SEAL AND SIGNATURE

SHALL BE CONSIDERED NOT FOR CONSTRUCTION

Seal / Signature

Date 04.04.2024 SCHEMATIC LAYOUT

architecture Scott Joseph Broadbent Illinois License No. 001.025482 Professional Design Firm License No. 184.004331

Project Name FRANKFORT, IL

Project Number 2024.0159

1/8" = 1'-0"

EQUIPMENT LIST

A-001

Cardio	Exisitng	New	Total	s	ymbol
Accept	0	7	7	Low	
Ascent	0	0	0	Full	
Dil	0	4	4	Rec.	
Bikes	0	4	4	Up.	
Indoor Cycle	0	4	4		
Stepmills	0	10	10		
Rowers	0	2	2	复	
0-154	0	1	1	Rec.	
SciFit	0	1	1	Up.	
Treadmill	0	28	28	C	
Elliptical	0	7	7	F	
Integra		ardio T			0

Strength	Exisitng	New	Total	Symbol
D-Bell Rack	0	3	3	
Decline/ AB Board	0	1	1	
Flat Adj. Incline Bench	0	11	11	
Flat Bench	0	4	4	
Smith Machine	0	6	6	
Plate Loaded Leg Press	0	1	1	
Tower	0	3	3	
Barbell Rack	0	1	1	H
Beauty Bell Rack	0	1	1	H
Weight Tree	0	1	1	B 448
Tower Accessory	0	1	1	
Dual Adj. Pulley	0	1	1	
PWS	isitng	We	ıtal	Symbol

Accessory	U		1.	
Dual Adj. Pulley	0	1	1	
PWS	Exisitng	New	Total	Symbol
Stretching Area	0	1	1	
D-Bell Rack	0	2	2	The first last last last last last last last la
Flat Adj. Incline Bench	0	3	3	
Flat Bench	0	3	3	₩
Barbell Rack	0	2	2	H
Beauty Bell Rack	0	2	2	H
Stretching Bar	0	1	1	

Selectorized Circuit	Exisitng	New	Total	Symbol
Tricep Extension	0	1	1	
Triceps Press	0	1	1	
Dependent Bicep Curl	0	1	1	
Independent Biceps Curl	0	1	1	
Overhead Shoulder Press	0	2	2	
Back Extension	0	1	1	
Row / Rear Deltoid	0	2	2	
Lat Pulldown	0	2	2	
Chest Press	0	2	2	
Pec. Fly / Rear Delt.	0	2	2	
Calf Extension	0	1	1	
Seated Leg Curl	0	2	2	
Leg Extension	0	2	2	
Leg Press	0	2	2	
Ab w/ Graduated Stack	0	2	2	
Abdominal	0	1	1	

Specialty	Exisitng	New	Total	Symbol
Glute Bridge	0	1	1	
Glute	0	1	1	
Torso Rotation	0	1	1	
Lateral Raise (Optional)	0	0	0	
Prone Leg Curl (Optional)	0	1	1	
Assisted Chin	0	1	1	
Hip Adductor	0	1	1	
Hip Abductor	0	1	1	

30 Minute Express	Exisitng	New	Total	Symbol
Chest Press	0	0	0	
Leg Press	0	0	0	
Pull Down	0	0	0	
Shoulder Press	0	0	0	
Prone Leg Curl	0	0	0	
Bicep Curl	0	0	0	
Tricep Extension	0	0	0	
Leg Extension	0	0	0	
Row / Rear Deltoid	0	0	0	
Abdominal	0	0	0	
Step	0	0	0	

Abs & Stretching	Exisitn	New	Total	Symbol
Dip Leg Ab Chair	0	1	1	
Body Weight Back Extension	0	1	1	
Abcompany Bench	0	1	1	
Ab Coaster	0	1	1	
Stretch Trainer	0	1	1	
Ab w/ Graduated Stack (Optional)	0	0	0	
Target Abs	0	2	2	
Elevate Core Total Gym	0	2	2	
True Stretch (Optional)	0	0	0	

Synergy 360	Exisitng	New	Total	Symbol
90-CV (150 sqft.)	0	0	0	
90-VC (150 sqft.)	0	0	0	3-3
T (250 sqft.)	0	0	0	
XS (450 sqft.)	0	0	0	
XM (400 sqft.)	1	1	1	
XL (600 sqft.)	0	0	0	

TRX (Optional Only w/ 360 unit)	Exisitng	New	Total	Symbol
S3 - 1 BAY	0	0	0	
S3 - 2 BAY	0	0	0	
S3 - 3 BAY	0	0	0	

5	Symbol	Wall Mounted Mat Rack	()	1	
		Foam Roller Rack	C)	1	
)		MTS (Optional)	Exisitng	New	Total	
+		Abs	0	0	C)
)		Chest Press	0	0	C)
		Incline Press	0	0	C)
		Front Pulldown	0	0	C)
)		Row	0	0	C)
	Į į	1	1 1			



Project: Crepology
Meeting Type: Public Hearing

Request: Special Use Permit (Carry-Out Restaurant)

Location: 19977 S. La Grange Road

Applicant: Ahmed Ibrahim

Prop. Owner: Flosscom Hickory, LLC

Representative: Ahmed Ibrahim

Plan Reviewer: Amanda Martinez, Planner

Site Details

Lot Size: 4.75 acres

PIN: 19-09-15-101-006-0000
Existing Zoning: B-3/General Business District

Proposed Zoning: B-3/General Business District, with a Special

Use Permit for a Carry-Out Restaurant

Buildings / Lots: 1 building / 1 lot (just south of Emagine)

Total Sq. Ft.: 1,598 sq. ft. (tenant space)

Missing Documents: N/A

Adjacent Land Use Summary:

	Land Use	Comp. Plan	Zoning
Subject	Commercial	General	B-3
Property		Commercial	
North	Commercial	General	B-3
		Commercial	
South	Commercial	General	B-3
		Commercial	
East	Detention Pond	Environment	R-4
		Conservation	
West	Commercial	General	B-3
		Commercial	

Figure 1. Location Map



Project Summary_

The applicant/leasee, Ahmed Ibrahim, on behalf of the property owner, Flosscom Hickory LLC, has filed an application for a Special Use Permit to operate the business known as Crepology located at 19977 S. La Grange Road, Frankfort, Illinois 60423 (PIN: 19-09-15-101-006-0000). Per the Village Zoning Ordinance, a Special Use permit is required to operate a carry-out restaurant in the B-3 General Business District.

Attachments

- Aerial Photograph from Will County GIS
- Site Photographs taken 5.3.24
- Plat of Survey dated 3.22.16
- Floor Plan received 4.19.24
- Business Operation Letter received 4.22.24

- Special Use Permit Findings of Fact Form with Applicant Responses received 4.22.24
- Special Use Permit Findings of Fact Form for Plan Commissioners

Analysis

In consideration of the request, staff offers the following points of discussion:

Proposed Land Use

The subject property is zoned B-3 General Business District. The Comprehensive Plan Future Land Use map identifies this property as General Commercial. The applicant is requesting a Special Use Permit for a carry-out restaurant for the subject property located at 19977 S. La Grange Rd, in the Hickory Creek Marketplace Plaza. A Special Use Permit is required for a carry-out restaurant to be located in any district in the Village of Frankfort.

The submitted floor plan depicts that there will be 16 tables that can seat up to 60 patrons inside the tenant space. Outdoor seating is depicted on the submitted floor plan as well but is not proposed for approval at this time (outdoor seating with a permitted restaurant would require an additional Special Use Permit). The submitted floor plan is attached to the tenant's build out plans that were submitted to the Building Department for review and approval (attached to this staff report).

Per the submitted business operations letter, the business will feature menu items such as crepes, waffles, ice cream, smoothies, milkshakes, and espresso drinks. The applicant anticipates that there will be a total of 8-12 employees. The proposed hours of operation for the business are Monday through Thursday 9:00 a.m. to 10:00 p.m. and Friday through Sunday 9:00 a.m. to 11:00 p.m. Per Article 6 Section C Part 2 (q) of the Zoning Ordinance, permissible hours of operation for non-residential uses are 7:00 a.m. to 11:00 p.m., thus the applicant is not seeking a Special Use Permit for extended hours of operation at this time.

Parking

The Zoning Ordinance states that a "Fast-Food Restaurant" requires 1 parking space per 100 feet of gross floor area. The subject tenant space is 1,598 square feet, yielding a requirement of 16 parking spaces for the proposed business operation.

The Hickory Creek Marketplace Plaza parking lot currently provides 558 parking spaces. There are 255 spaces located in front of Emagine, 136 spaces north of Emagine, and 167 spaces south of Emagine where the subject parcel/tenant space is located. The 558 parking spaces are shared amongst the tenants in the plaza (excluding the outlots). According to Ordinance 1654, there is an existing cross-access and parking agreement (R98-100594) with the adjacent parcels located within the Hickory Creet Marketplace Plaza. For a visual reference, Hickory Creek Marketplace consists of 558 parking spaces within the area identified below:



Staff's parking analysis for the subject site is shown below (the proposed carry-out business is emphasized in bold font):

ADDRESS	BUSINESS NAME (USE CLASSIFICATION FOR PARKING)	UNIT (SQ. FT.)	PARKING SPACES REQUIRED (USE PARKING CALCULATION)
19917-19933	Goodwill (general retail)	20827	84 (1 per 250 sq. ft)
19965	Emagine	75164	602
	(auditoriums, theaters	(1,330	(1 per 125 sq. ft.)
	and other places of assembly)	seats)	
19973	Vacant	1280	6
	(general retail)		(1 per 250 sq. ft.)
19975	Pearle Vision	1280	8
	(health clinic/office)		(1 per 175 sq. ft.)
19977	Crepology	1598	16
	(Fast-Food Restaurant)		(1 per 100 sq. ft.)
19979	Great Clips	1200	10
	(personal service)		(1 per 125 sq. ft.)
19981A	LA TAN	2000	16
	(personal service)		(1 per 125 sq. ft.)
19981B	La Bella Uniforms	2000	8
	(general retail)		(1 per 250 sq. ft.)
19983	Hallmark	5000	20
	(general retail)		(1 per 250 sq. ft.)
19985	La Michoacana	1372	14
	(Fast-Food Restaurant)		(1 per 100 sq. ft.)
19987	Vacant	1440	6
	(general retail)		(1 per 250 sq. ft.)
19989	Magic Massage	1440	12
	(massage		(1 per 125 sq. ft.)
	establishment)		
19991	Distinctive Gold	3040	13
	Jewelry		(1 per 250 sq. ft.)
	(general retail)		
	TOTAL REQUIRED		815
TOTA	L PROVIDED ON-SITE		558
	*Surplus/Deficit		*-257

^{*}Staff notes that the number of required parking spaces for Emagine Theater increased from 332 to 602 since the new parking text amendment was approved (Ord. 3451). If the parking calculation remained based on the maximum occupancy, the subject plaza would be considered to have a surplus of 13 parking spaces, including the proposed carry-out restaurant.

Article 7, Section B, Part 5 (b) of the Zoning Ordinance permits the Plan Commission to approve an adjustment to the required parking on a case-by-case basis. Article 7, Section B, Part 5 (b) states:

"The following provisions and factors shall be used as a basis to adjust parking requirements:

- 1. Evidence That Actual Parking Demands will be Less Than Ordinance Requirements. The petitioner shall submit written documentation and data to the satisfaction of the Plan Commission that the operation will require less parking than the Ordinance requires.
- 2. Availability of Joint, Shared or Off-Site Parking. The petitioner shall submit written documentation to the satisfaction of the Plan Commission that joint, shared, or off-site parking spaces are available to satisfy the parking demand.
 - a) Agreements shall be provided which demonstrate evidence that either parking lots are large enough to accommodate multiple users (joint parking) or that parking spaces will be shared at specific times of the day (shared parking, where one activity uses the spaces during daytime hours and another activity uses the spaces during evening hours.)
 - b) Off-site parking lots may account for not more than 50-percent of the required parking and shall be located not more than three-hundred (300) feet from the principal use that it is intended to serve."

The applicant has not provided evidence or written documentation as noted above; however, staff recommends the Plan Commission/Zoning Board of Appeals consider approving a parking adjustment given that the 558 existing parking spaces in the subject plaza are shared amongst tenants.

Standards for Special Uses

Article 3, Section B, Part 6 of the Village of Frankfort Zoning Ordinance lists "findings" or "standards" that the Plan Commission must use to evaluate every special use request. No special use shall be recommended by the Plan Commission, unless such Commission shall find:

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

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.

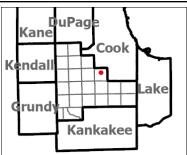
Affirmative Motions ——————

- 1. Approve an adjustment to the minimum number of required parking spaces to allow the existing 558 parking spaces in the subject plaza to serve the existing businesses and the proposed carry-out restaurant; and
- 2. Recommend the Village Board approve a Special Use Permit for a Carry-Out Restaurant in the B-3 Community Business District for the property located at 19977 S. La Grange Rd., Frankfort, Illinois 60423 (PIN: 19-09-15-101-006-0000), in accordance with the submitted plans, public testimony, and Findings of Fact.



19977 S. La Grange Rd.





Legend

Address Points

Parcels

Townships

 $WGS_1984_Web_Mercator_Auxiliary_Sphere$

0 0.04 0.1 Miles

1: 2,257

Ω

Disclaimer of Warranties and Accuracy of Data: Although the data developed by Will County for its maps, websites, and Geographic Information System has been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The County and elected officials provide this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses or hackers and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the information herein; these changes may or may not be incorporated in any new version of the publication. If you have obtained information from any of the County web pages from a source other than the County pages, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. It is recommended that careful attention be paid to the contents of any data, and that the originator of the data or information be contacted with any questions regarding appropriate use. Please direct any questions or issues via email to gis@willcountyillinois.com.

Notes

STAFF SITE VISIT PHOTOGRAPHS TAKEN 5.1.24

View looking east:



View looking northeast:



View looking southeast:



URVEYOR OBSERVED POSSIBLE ENCROACHMENT NONE APPARENT AT THE TIME OF SURVEY UNLESS OTHERWISE DEPICTED ON THIS SURVEY

FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X". AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 17097C0213E, WHICH BEARS AN EFFECTIVE DATE OF 09/06/1995. AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE, ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

22 ZONING INFO	RMATIC	ON	ZONING INFORMATION SHOW
ITEM	REQUIRED	OBSERVED	HEREON WAS PROVIDED BY INSURED, INFORMATION WAS
PERMITTED USE	8-3	B-3	NOT OBTAINED BY ASM, IN
MINIMUM LOT AREA (SQ.FT.)	10 Acres	11.18 Acres	CONTACT:
MINIMUM FRONTAGE	NONE	484.72	MASSEY CONSULTING GROU
MINIMUM LOT WIDTH	100'	480.00'	#23006
MAX BUILDING COVERAGE	NONE	41%	REPORT DATE: 3/16/16
MAX BUILDING HEIGHT	35'	33.8'	PHONE: (405) 475-5056
MINIMUM SETBACKS			
FRONT	SEE NOTE	134.06	NOTES:
SIDE	SEE NOTE	82.96	B-3 (GENERAL BUSINESS
REAR	SEE NOTE	103.64	DISTRICT)
PARKING REQUIREMENTS: Retail: 49,465 SF/ 25Ω = 5 Space per Employee for the Restaurant, Full Service: 6,3 Spaces, Plus 1 Space per E Largest Wark Shift. Total: 2 Space per Employee on the Each Tenant	Largest W 366 SF / 1 mployee for 62 Spaces	ork Shift — 00 = 64 r the Plus I	SETBACKS - FRONT - 50 Feet; 125 Feet from Centerl of Right-of-Way of Major Highway or Major Industrial Roadway; 150 Feet from Centerline of Route 30 or Laraway Road SIDE - 15 Feet; 50 Feet Abutting Residential CORNER SIDE - 50 Feet

CORDED SETBACKS/RESTRICTIONS NONE PROVIDED TO THIS SURVEYOR.

"TABLE A" PROPERTY ADDRESS

"TABLE A" FLOOD INFORMATION

RESTRICTIONS PROVIDED BY INSURED

RECORDED SETBACKS

COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENAN OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAF, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3807 OF THE UNITED STATES CODE OR (8) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPE PERSONS), RELATING TO EASEMENTS, BUILDING RESTRICTIONS, MAINTENANCE, SIGNS, ETC. CONTAINED IN THE MASTER RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN STATE BANK OF COUNTRYSIDE, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUAL 16. 1995 AND KNOWN AS TRUST NUMBER 95-1523 AND DOMINICK'S REALTY TRUST 1997, RECORDED OCTOBER 27, 1997 AS DOCUMENT IN R97-94266 WHICH DOES NOT CONTAIN A REVERSIONARY OR RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT, (AFFECTS PARCEL 1 AND EASEMENT PARCEL 2) ITEM DOES APPLY, IS BLANKET IN NATURE AND IS NOT PLATTED.

(04) - EASEMENT FOR PUBLIC UTILITY, AND THE EASEMENT PROVISIONS AND GRANTEES AS SET FORTH ON THE PLAT DE HICKORY CREEK MARKET PLACE SUBDIVISION RECORDED JULY 15, 1898 AS DOCUMENT R98-81103, OVER THE FOLLOWING: 25 FEET ON THE WEST LINE OF OUTLOT 10. STRIP IN LOT IA. LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE MOST NORTHEASTERLY OF CORNER OF SAID LO THENCE SOUTH 31 DEGREES, 45 MINUTES, 45 SECONOS WEST, 123 FEET TO A POINT; THENCE SOUTH OO DEGREES, OI MINUTES 51 SECONDS EAST, TO A POINT ON THE SOUTH LINE OF SAID LOT 14 215 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT TA FOR TH POINT OF TERMINATION. ITEM DOES APPLY AND IS PLATTED.

(25) - EASEMENT FOR SANITARY SEWER, AND THE EASEMENT PROVISIONS AND GRANTEES AS SET FORTH ON THE PLAT OF HICKORY CREDIC MARKET PLACE SUBDIVISION RECORDED JULY 15, 1998 AS DOCUMENT R98-81103, OVER THE FOLLOWING TO FEET ALONG THE EAST AND SOUTHEASTERLY LINES OF OUTLOT 1D. ITEM DOES APPLY AND IS PLATTED.

(26) - EASEMENT FOR INGRESS AND EGRESS, AND THE EASEMENT PROVISIONS AND GRANTEES AS SET FORTH ON THE PLAT OF HICKORY CREEK MARKET PLACE SUBDIVISION RECORDED JULY 15, 1998 AS DOCUMENT THE SOUTH 50 FEET OF APPROXIMATELY THE WEST 487 FEET (AS MEASURED ALONG THE SOUTH LINE OF SAID LOT) OF LOT 1A. ITEM DOES APPLY AND IS PLATTED.

(27) - EASEMENT FOR SANITARY SEWER AND WATER MAIN, AND THE EASEMENT PROVISIONS AND GRANTEES AS SET FORTH ON THE PLAT OF HICKORY CREEK MARKET PLACE SUBDIVISION RECORDED JULY 15 1988 AS DOCUMENT R98-81103, OVER THE FOLLOWING: A 30 FOOT STRIP IN LOT IA, BEING THE WESTERLY 30 FEET OF THE 40 FEET STRIP OF LAND LYING WEST AND ADJOINING THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE EASTERLY CORNER OF THE MOST NORTHERLY LINE OF SAID LOT 1A: THENCE SOUTH OD DEGREES OF MINUTES SI SECONDS EAST, 33 FEET TO A POINT; THENCE SOUTH 31 DEGREES, 45 MINUTES, 45 SECONDS WEST, 123,37 FEET T POINT, THENCE SOUTH OD DEGREES, OI MINUTES 51 SECONDS EA TO A POINT ON THE SOUTH LINE OF SAID LOT 1A, 215 FEET WEST DI THE SOUTHEAST CORNER OF SAID LOT TA FOR THE POINT DE TERMINATION: ITEM DOES APPLY AND IS PLATTED.

EASEMENT FOR WATER MAIN, AND THE EASEMENT PROVISIONS AND GRANTEES AS SET FORTH ON THE PLAT OF HICKORY CREEK MARKET PLACE SUBDIVISION RECORDED JULY 15, 1898 AS DOCUMENT THE NORTHWESTERLY 10 FEET OF THE SOUTHEASTERLY 20 FEET OF OUTLOT ID AND THE SOUTH 15 FEET OF THE 4E10 FEET OF OUTLOT ID. THE EAST TO FEET OF APPROXIMATELY THE WEST 477 FEET (AS MEASURED ALONG THE SOUTH LINETHEREOF) AND THE EAST TO FEET OF THE WEST 190 FEET OF LOT 1A. ITEM DOES APPLY AND IS

- EASEMENT FOR DRAINAGE, AND THE EASEMENT PROVISIONS AND GRANTEES AS SET FORTH ON THE PLAT OF HICKORY CREEK MARKET PLACE SUBDIVISION RECORDED JULY 15, 1898 AS DOCUMENT OVER THAT PART OF LOT 1A LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTH CORNER OF THE MOST EASTERLY LINE, THENCE WEST ALONG THE NORTH LINE OF SAID LOT, 150 FEET POINT OF BEGINNING; THENCE SOUTH 31 DEGREES, 45 MINUTES, 45 SECONDS WEST, 123,37 FEET TO A POINT! THENCE SOUTH OU DEGREES, DI MINUTES 61 SECONDS EAST, TO A POINT ON THE SOUTH LINE OF SAID LOT 1A, 215 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 1A FOR THE POINT OF TERMINATION, ITEM DOES APPLY AND

- ORDINANCE NO. 1854 RECORDED 110497 R97-97289, A SMALL BOOK WAS IN FILE 1334086 AND ONE IN 1341425 AS WELL IT INCLUDES A THE REZONING INFO FOR SUB AND OTHER PROPERTY ANNEXED BY R97-97299 (ORDINANCE 1653.) R97-97294 DOCUMENT IS SIMPLY A COPY OF PETITION WHICH WAS FILED AUG 1996 FOR THIS ANNEXATION THIS SUB IS TRACT A THEREIN THEREBY ZONED TO BE G - 3 PUD. ALSO INCLUDES COPY OF RECIPROCAL EASEMENT AGREEMENT, ZO INFO BASICALLY IN FORM OF SITE PLAN, SOME ADDL INFO, ORDINANO NO. 1656 RECORDED AS DOCUMENT R97-115320 122497 IS SPECIAL ZONING INFO FOR FUTURE LOT 6 WHICH I BELIEVE IS NOT PIQ AT ALL BUT SOUTH OF ST. FRANCIS ROAD. ITEM DOES APPLY, IS BLANKET IN NATURE AND IS NOT PLATTED.

31) - ACCESS RESTRICTION FOUND ON HICKORY CREEK MARKET PLACE SUBDIVISION RECORDED JULY 15, 1998 AS DOCUMENT R98-81103.
DIRECT ACCESS FROM QUILOTS 10, 1E AND 1F ANDFROM OUTLOTS 2 28 AND 20 TO ROUTE 45 IS PROHIBITED. THE ONLY ACCESSTO ROUTE 45 SHALL BE VIA THE 100 FEET MDE INGRESS AND EGRESS EASEMENTLOCATED IN THE SOUTH 50 FEET OF APPROXIMATELY THE WEST 467 FEET OF LOT IA AND AND THE NORTH 50 FEET OF APPROXIMATELY THE NORTH 50 FEET OF APPROXIMATELY THE WEST 467 FEET OF LOT 2 (AFFECTS OUTLOT ID) ITEM DOES APPLY AND IS

(32) — EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND AMERITECH AND THEIR RESPECTIVE SUCCESSIONS AND ASSESSED. AMERITECH AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR TH PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT MADE BY DOMINICKS REALTY TRUST 1997 RECORDED JUNE 15, 1998 As DOCUMENT NO. R98-67619. (AFFECTS THE NORTH TO FEET OF OUTLO ID (EXCEPT THE EAST 180 FEET THEREOF) A 10 FOOT STRIP III LOT IA, LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE MOST NORTHEASTERLY OF CORNER OF SAID LOT 1A; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT, 33 FEET; THENCE SOUTH 31 DEGREES, 45 MINUTES, 45 SECONDS WEST, 123.37 FEET TO A POINT; THENCE SOUTH 00 DEGREES, OT MINUTES 51 SECONDS EAST, TO A POINT ON THE SOUTH LINE OF SAID LOT 1A, 215 FEET WEST OF THE SOUTHEAST COPINER O SAID LOT 1A FOR THE POINT OF TERMINATION AND THAT PART LYING EASTERLY OF THE FUTURE BUILDING SHOWN ON EXHIBIT A OF SAID EASEMENT) ITEM DOES APPLY AND IS PLATTED.

(33) — COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OF RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX. HANDICAP, OP RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42. SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO ANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), REGARDING EASEMENTS, BUILDING RESTRICTIONS, MAINTENANCE, PARKING REQUIREMENTS, USE, INSURANCE, ETC., CONTAINED IN THE RECIPROCAL CONSTRUCTION EASEMENT AND OPERATING AGREEMENT MADE BY AND BETWEEN THE HICKORY CREEK MARKET PLACE, INC. AND THE DOMINICK'S REALTY TRUST 1997 DATED AUGUST 25, 1998 AND RECORDED AUGUST 27, 1998 AS DOCUMENT NUMBER R98-100594 WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE, RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT (AFFECTS PARCEL 1 NOTE: TRANSFER OF PARCELS AGREEMENT RECORDED AUGUST 25, 1999 AS DOCUMENT NUMBER R99-106922 BY & BETWEEN T-L HICKORY CREEK MARKET PLACE, INC., AN ILLINO'S CORPORATION AND INLAND REAL ESTATE CORPORATION, A MARYLAND CORPORATION, ITEM

DOES APPLY, IS BLANKET IN NATURE AND IS NOT PLATTED. ((34)) — COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OF RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), RELATING TO SHARED DRAINAGE FACILITIES, OBLIGATION TO SHARE COST OF MAINTENANCE OF SAME AND LIEN FOR UNPAID PROPORTIONATE SHARE, ETC. AS CONTAINED IN THE DECLARATION OF DRAINAGE EASEMENT RECORDED AUGUST 27, 1998 AS DOCUMENT NO. R98-100592, AS AMENDED AND RESTATED BY DECLARATION RECORDED OCTOBER 27, 1998 AS DOCUMENT NUMBER R98-127559, AND AS FURTHER AMENDED BY DOCUMENT RECORDED AUGUST 26, 1989 AS DOCUMENT R99-106919, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT. (AFFECTS PARCEL I AND EASEMENT PARCEL

4) ITEM DOES APPLY, IS BLANKET IN NATURE AND IS NOT PLATTED. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMEN DESCRIBED AS PARCEL 5 CONTAINED IN THE INSTRUMENT CREATING SAID FASEMENT (B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT. C) THIS COMMITMENT/POLICY SHOULD NOT BE CONSTRUED AS

INSURING THE EXACT LOCATION OF EASEMENT PARCEL 5 ITEM DOES APPLY AND IS PLATTED. A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE ASEMENTS DESCRIBED AS PARCELS 2, 3 AND 4 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENTS. 3) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE NOURRENT LISE OF SAID EASEMENT, ITEM DOES APPLY AND IS

TE COMMITMENT INFORMATION

TITLE DESCRIPTION AND SCHEDULE & ITEMS HEREON ARE FROM-IDELITY NATIONAL 71TLE INSURANCE COMPANY, COMMITMENT NO.: 2010 999012480 NCF, HAVING AN FFECTIVE DATE OF NOVEMBER 25, 2015.

OF 2

PARCEL 1:

LOTS 1A, AND OUTLOT 1D 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 R98-81103, IN WILL COUNTY, ILLINOIS.

ASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INCRESS AND EGRESS AS CREATED BY RECIPROCAL EASEMENT AGREEMENT DATED OCTOBER 15, 1997 AND RECORDED OCTOBER 27, 1997 AS DOCUMENT NUMBER R97-94266 OVER THE COMMON AREA LOCATED IN LOT 2 AND DUTLOT ZA, 2B AND ZC IN HICKORY CREEK MARKET PLACE SUBDIVISION AFORESAID AS DEFINED IN SAID AGREEMENT.

ASSMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS GRANTED IN DECLARATION OF RECIPROCAL CONSTRUCTION. EASEMENT AND OPERATING AGREEMENT DATED AUGUST 25, 1998 AND RECORDED AUGUST 27, 1998 AS DOCUMENT NUMBER R98-100594 NADE BY DOMINICKS REALTY TRUST 1997 AND T-L HICKORY CREEK MARKET PLACE, INC. OVER THE COMMON AREA ON OT 18 AND OUTLOTS 1E AND 1F IN HICKORY CREEK MARKET PLACE SUBDIVISION AFORESAID, AS DEFINED IN SAID DECLARATION.

PRAINAGE EASEMENT AS CREATED BY DECLARATION OF DRAINAGE EASEMENT MADE BY STATE BANK OF COUNTRYSIDE AS TRUSTEE UNDER TRUST NUMBER 95-1523 AND THE DOMINICKS REALTY TRUST 1997 DATED AUGUST 25, 1998 AND RECORDED AUGUST 27, 1998 AS DOCUMENT NUMBER R98-100592, AS AMENDED AND RESTATED BY DECLARATION RECORDED DCTOBER 27, 1998 AS DOCUMENT NUMBER R98-127559 AND RE-RECORDED WITH A CORRECTED LEGAL DESCRIPTION ON AUGUST 26, 1998 AS DOCUMENT NUMBER R99-106919 FOR THE BENEFIT OF PARCEL 1 OVER THE FOLLOWING DESCRIBED LAND(EXCEPTING FROM THE DETENTION AREA DESCRIBED BELOW, THAT PART FALLING IN LOT 1A OF PARCEL 1):

THAT PART OF LOT 1A AND 2 IN HICKORY CREEK MARKET PLACE 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 RECORDED JULY 15, 1998 AS DOCUMENT R98-81103 IN WILL COUNTY, ILLINOIS AND ALSO PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1C IN SAID HICKORY CREEK MARKET PLACE SUBDIVISION; THENCE SOUTH 89 DEGREES 7 MINUTES 56 SECONDS EAST, A DISTANCE OF 481.19 FEET; THENCE SOUTH OD DEGREES OD MINUTES 03 SECONDS EAST A DISTANCE OF 33.05 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 217.00 FEET AN ARC DISTANCE OF 175.87 FEET AND A CHORD BEARING OF SOUTH 23 DEGREES 36 MINUTES 47 SECONDS WEST TO A POINT OF TANGENT; THENCE SOUTH 47 DEGREES 13 MINUTES 3B SECONDS WEST, A DISTANCE OF 19.25 FEET TO POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 333,00 FEET AN ARC DISTANCE OF 274.48 FEET AND A CHORD BEARING OF SOUTH 23 DEGREES 38 MINUTES 48 SECONDS WEST TO A POINT OF TANGENT; THENCE SOUTH OD DEGREES GO MINUTES GO SECONDS EAST A DISTANCE OF 189.64 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 333,00 FEET AN ARC DISTANCE OF 115,94 FEET AND A CHORD BEARING OF SOUTH 9 DEGREES 58 MINUTES 28 SECONDS EAST TO A POINT OF REVERSE CURVE; THENCE SOUTHERLY ON A CURVE CONVEX TO THE AST HAVING A RADIUS OF 567.00 FEET AN ARC DISTANCE OF 231.79 FEET AND A CHORD BEARING OF SOUTH 08 DEGREES 14 MINUTES 15 SECONDS EAST; THENCE SOUTH 89 DEGREES 58 MINUTES 09 SECONDS WEST A DISTANCE OF 112.16 FEET; THENCE SOUTH 11 DEGREES 09 MINUTES 10 SECONDS WEST, A DISTANCE OF 45.57 FEET; THENCE SOUTH 74 DEGREES 30 MINUTES 52 SECONDS WEST A DISTANCE OF 74.70 FEET TO A POINT ON THE EAST LINE OF LOT 2 IN SAID HICKORY CREEK MARKET PLACE SUBDIVISION; THENCE SOUTH OD DEGREES OF MINUTES 51 SECONDS EAST A DISTANCE OF 39.18 FEET, THENCE NORTH 89 DEGREES 57 MINUTES 56 SECONDS WEST A DISTANCE OF 85.00 FEET; THENCE NORTH 47 DEGREES 17 MINUTES 10 SECONDS WEST A DISTANCE OF 177.02 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 51 SECONDS WEST, A DISTANCE OF 185.06 FEET; THENCE NORTH 31 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 123.37 FEET; THENCE NORTH OO DEGREES OF MINUTES 51 SECONDS WEST, A DISTANCE OF 675.00 FEET

DETENTION AREA OUTLOT:

THAT PART OF LOTS 2 AND OUTLOT 2A IN HICKORY CREEK MARKET PLACE 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 THEPLAT RECORDED JULY 15, 998 AS DOCUMENT R98-81103 IN WILL COUNTY, ILLINOIS; BEING A 2D FOOT WIDE STORM SEWER EASEMENT DESCRIBED AS

COMMENCING AT THE NORTHWEST CORNER OF SAID OUTLOT ZA: THENCE SOUTH OO DEGREES OF MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF SAID OUTLOT 2A, A DISTANCE OF 34.99 FEET TO THE POINT OF BEGINNING, THENCE NORTH 87 DEGREES 28 MINUTES 43 SECONDS EAST, A DISTANCE OF 804.75 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 51 SECONDS EAST A DISTANCE OF 20.02 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 43 SECONDS WEST A DISTANCE OF 804.75 FEET TO A POINT ON THE WEST LINE OF SAID OUTLOT 2A; THENCE NORTH OF DEGREES OF MINUTES 51 SECONDS WEST A DISTANCE OF 20.02 FEET TO THE POINT OF

ASSMENT FOR THE BENEFIT OF PARCEL 1 FOR THE INSTALLATION, CONSTRUCTION AND MAINTENANCE OF A PYLON SIGN LOCATED ON OT 2 AND DUTLOT 2A, 2B AND 2C IN HICKORY CREEK MARKET PLACE SUBDIMISION AS CREATED BY RECIPROCAL EASEMENT AGREEMENT DATED OCTOBER 15, 1997 AND RECORDED OCTOBER 27, 1997 AS DOCUMENT NUMBER R97-94286.

THIS SURVEY DESCRIBES AND DEPICTS THE SAME LAND AS DESCRIBED IN THE TITLE COMMITMENT AS REFERENCED

NO UNDERGROUND LITHITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN. 2. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY

3. IN REGARDS TO TABLE "A" ITEM 104, AT THE TIME OF THIS SURVEY, THERE WERE NO. PARTY WALLS DESIGNATED BY THE CLIENT TO REFERENCE HEREON. THIS SURVEY MEETS OR EXCEEDS THE SURVEY STANDARDS/STANDARDS OF CARE AS SET FORTH IN SECTION 3 OF THE 2011 ALTA/ACSM SURVEY REQUIREMENTS. 5. THE PERMANANT INDEX NUMBERS ARE 09-15-101-001-0000, 09-15-101-006-0000.

4 I AND ARFA 281,154.20 ± SQUARE FEET 6.454 ± ACRES

BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF S. LA GRANGE ROAD, WHICH IS ASSUMED TO BEAR SOO'01'51"E.

SEMETERY NOT

HERE IS NO VISIBLE EVIDENCE OF CEMETERIES ON SUBJECT PROPERTY.

REGULAR = 256 HANDICAP = 5 TOTAL = 261

HE SUBJECT PROPERTY HAS DIRECT ACCESS TO AND FROM S. LA GRANGE ROAD AND

NDIRECT ACCESS TO W. LA PORTE ROAD (VIA INGRESS AND EGRESS EASEMENT) WHICH ARE GOVERNED BY THE CITY OF FRANKFORT.

THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING

CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OF

SANITARY LANDFILL

GUITY STATEMENT

THE PARCELS CONTAINED IN THE LEGAL DESCRIPTION ARE CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS.

URVEYOR'S CERTIFICATE TO: The Prudential Insurance Company of America, acting solely on behalf of and fo the benefit of, and with its liability limited to the assets of, its insurance company separate account, PRISA II; Wells Fargo Bank, National Association, as Administrative

Agent, for the benefit of Lenders, its successors and/or assigns, as their interests may appear; Apollo Global Management LLC, Athene Asset Management L.P. or any o Apollo's affiliates, agents, advisors, successors and assigns; Fidelity National Title Insurance Company; Chicago Title Insurance Company; First American Title Insurance Company, Inland Hickory Creek, L.L.C., a Delaware limited liability company, IRC Hickory Creek, LLC., a Delaware limited liability company

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a) 1(a), 13, 14, 16, 18, 20(a) AND 21 OF TABLE A THEREOF THE FIELD WORK WAS COMPLETED ON 01/16/2016. DATE OF PLAT OR MAP: 02/05/2016.

JAMES L HARPOLE 035-3190

PROFESSIONAL LAND SURVEYOR NO: 1390 STATE OF: ILLINOIS EXPIRES 11-30-2016 PROJECT NO: 20151899-79 SURVEY PREPARED BY: JLH LAND SURVEYING INC. 222 COURTWRIGHT DRIVE

PLAINFIFLD. II

www.jlhsurvey.com

PHONE 815-729-4000

PLAINFIELD, 8 11. THIS DOCUMENT SHOULD BE CONSIDERED INVALID WITHOUT A LICENSED SURVEYOR'S SIGNATURE AND SEAL

SEE SHEET 2 OF 2 FOR SURVEY

3191 MAGUIRE BLVD., SUITE 200 ORLANDO, FL 32B03 CERTIFICATE OF AUTHORIZATION # 184.006647 PHONE: (407) 426-7979 FAX: (407) 426-9741 INFO@ASMCORPORATE.COM 1"= 50

SURVEY PREPARED FOR AND ON BEHALF OF: AMERICAN SURVEYING AND MAPPING, INC.

TECH FIELD SUB DRAWING SCALE DATE REVISIONS /18/16 ADD ZONING JAH DRAWN BY SUB QC BY DRAWNG | 15-511-102.79.DWG 14/16 CLIENT COMMENTS JAH /22/16 REVISE ZONING JAH

TITLE DESCRIPTION "TABLE A" LAND AREA SURVEYOR'S NOTES ACCESS TO PROPERTY V BEARING BASIS "TABLE A" PARKING SPACES Giii SURVEYOR OBSERVED POSSIBLE "TABLE A" ADJOINING OWNERS □ NORTH ARROW & SCALE ENCROACHMENT TABLE A" INTERSECTING STREE LEGEND & ABBREMATIONS SCHEDULE "B" ITEMS "TABLE A" EARTH MOVING NOTE VICINITY MAP F CEMETERY NOTE TYPE OF SURVEY "TABLE A" DUMP, SUMP OR LANDFILL NOT

SURVEYOR'S CERTIFICATE

ALTA/ACSM LAND TITLE SURVEY IDENTIFICATION TABLE

X TITLE INFORMATION

VII CONTIGUITY STATEMENT

"TABLE A" BUILDING AREA

"TABLE A" BUILDING HEIGHT

"TABLE A" ZONING INFORMATION

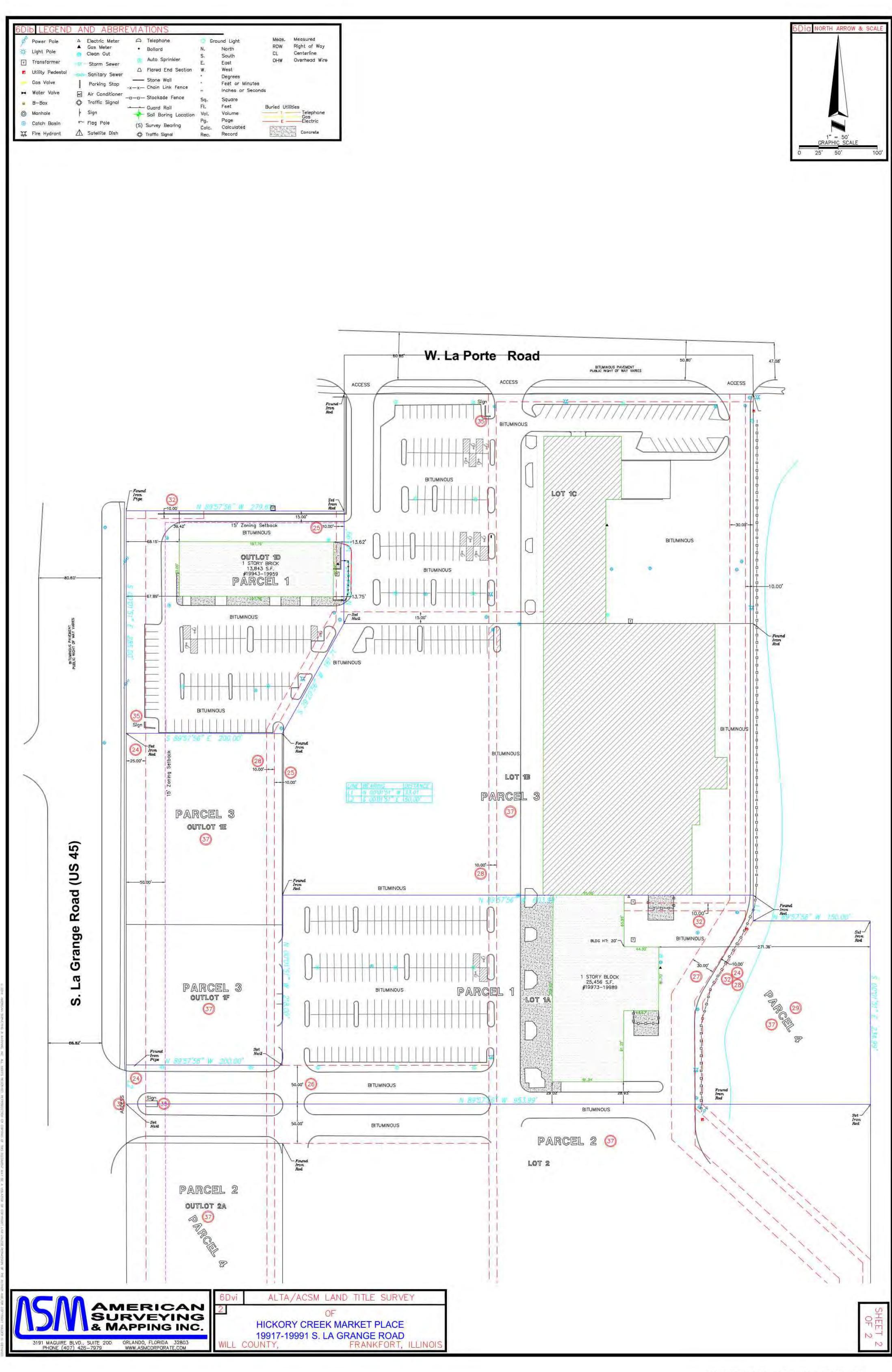
REAR - 30 Feet; 50 Feet

Abutting Residential

ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS FOR SURVEYING IN THE STATE OF ILLINOIS TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

T:\SD\$K\CPROJ\15-511-102.79\dwg\15-511-102.79.dwg, 4/11/2016 11:59:17 AM,

HGH 19





Interior Buildout within a Strip Mall

19977 S Lagrange Road, Frankfort, Illinois 60423 Vanilla Box Buildout

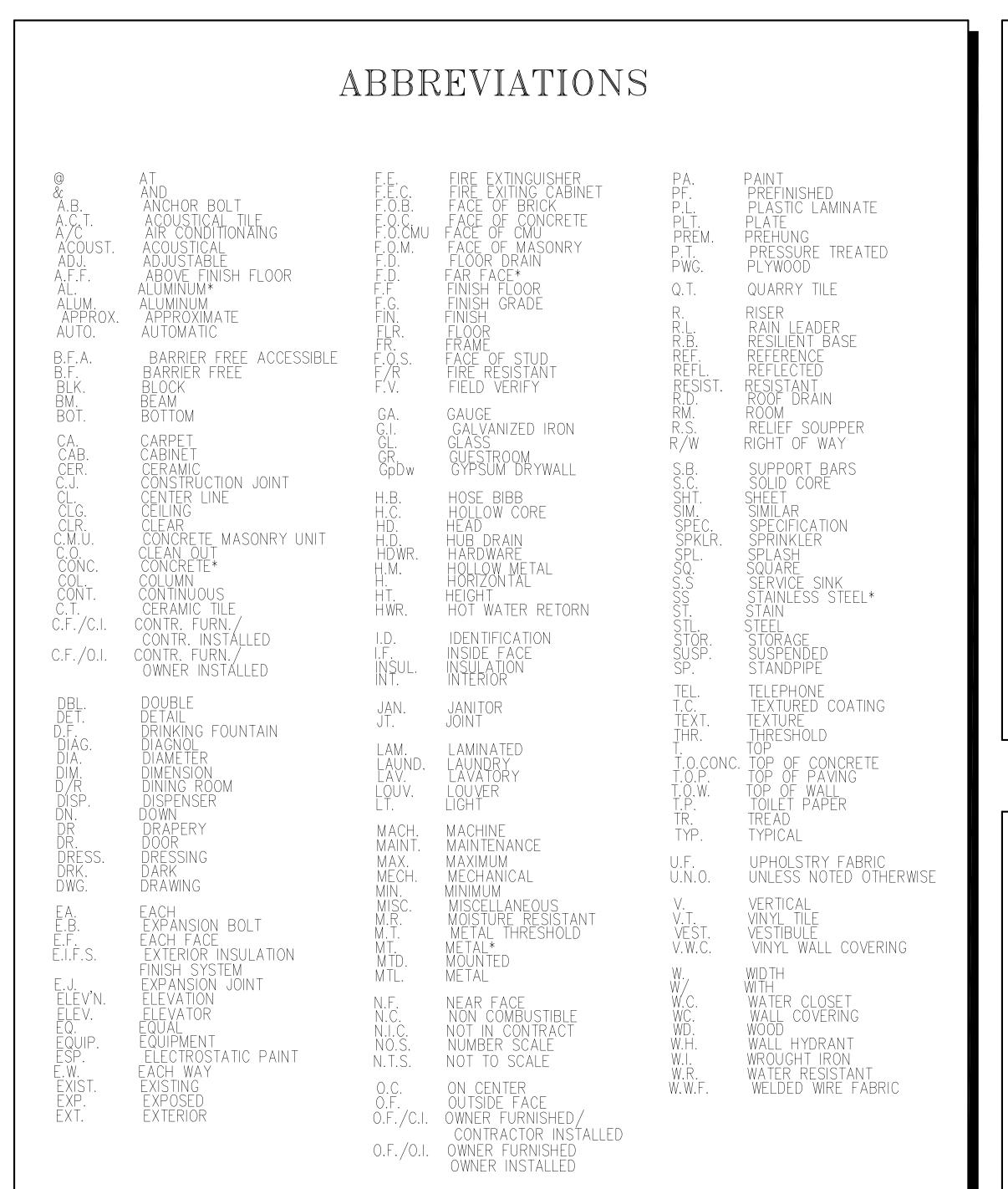
Crepes & Waffles Restaurant
19977 S Harlem Avenue, Frankfort, IL 60423
708 691 1409

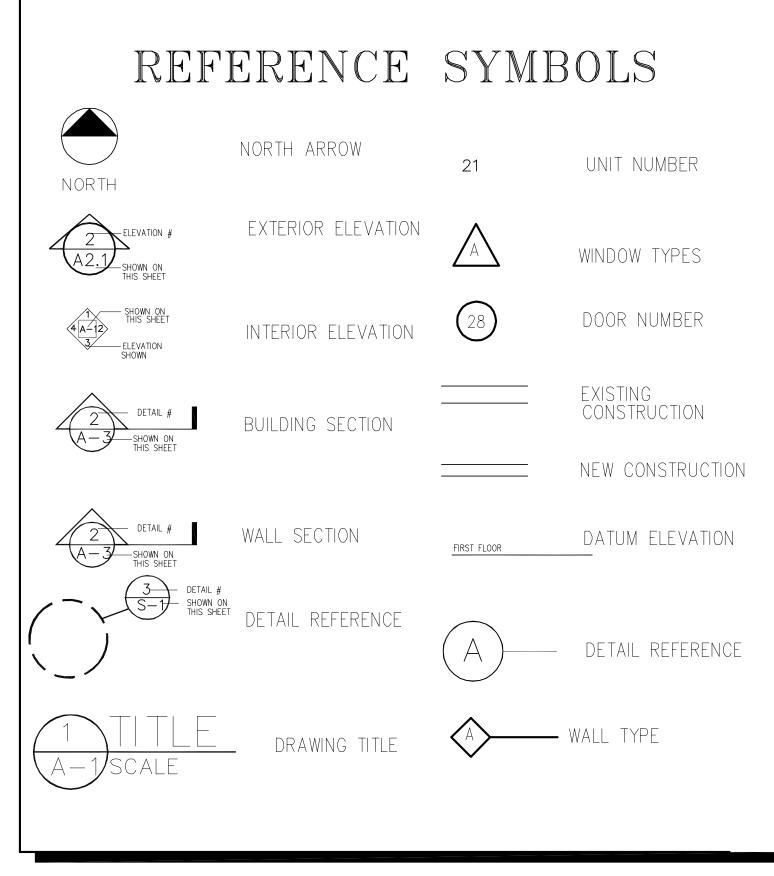
ARCHITECTS.

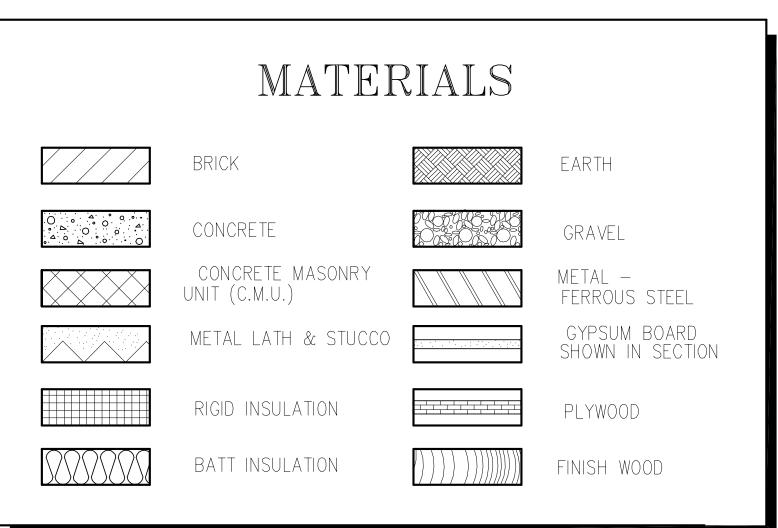
Sa

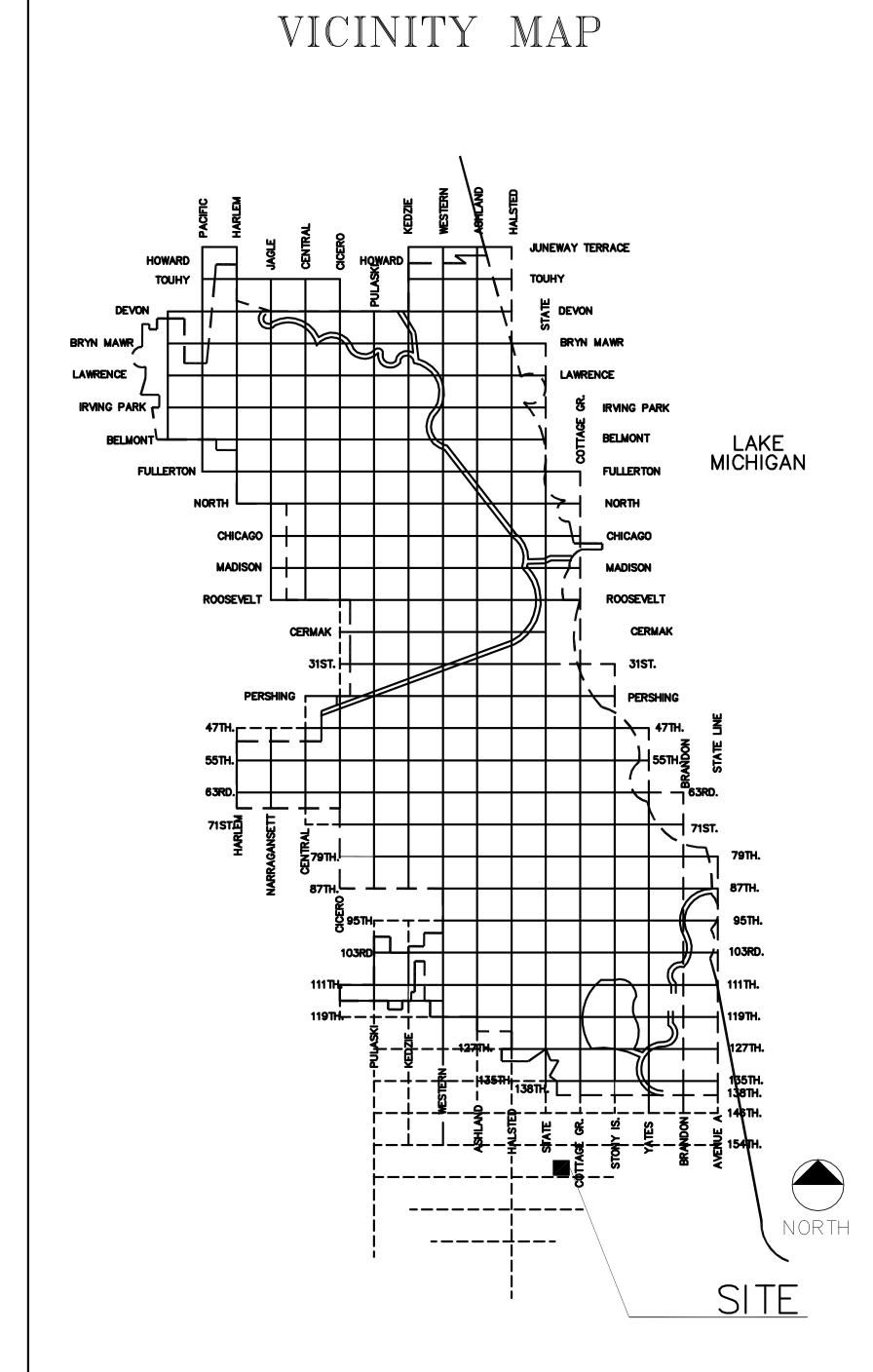
steven amu and associates p.c.

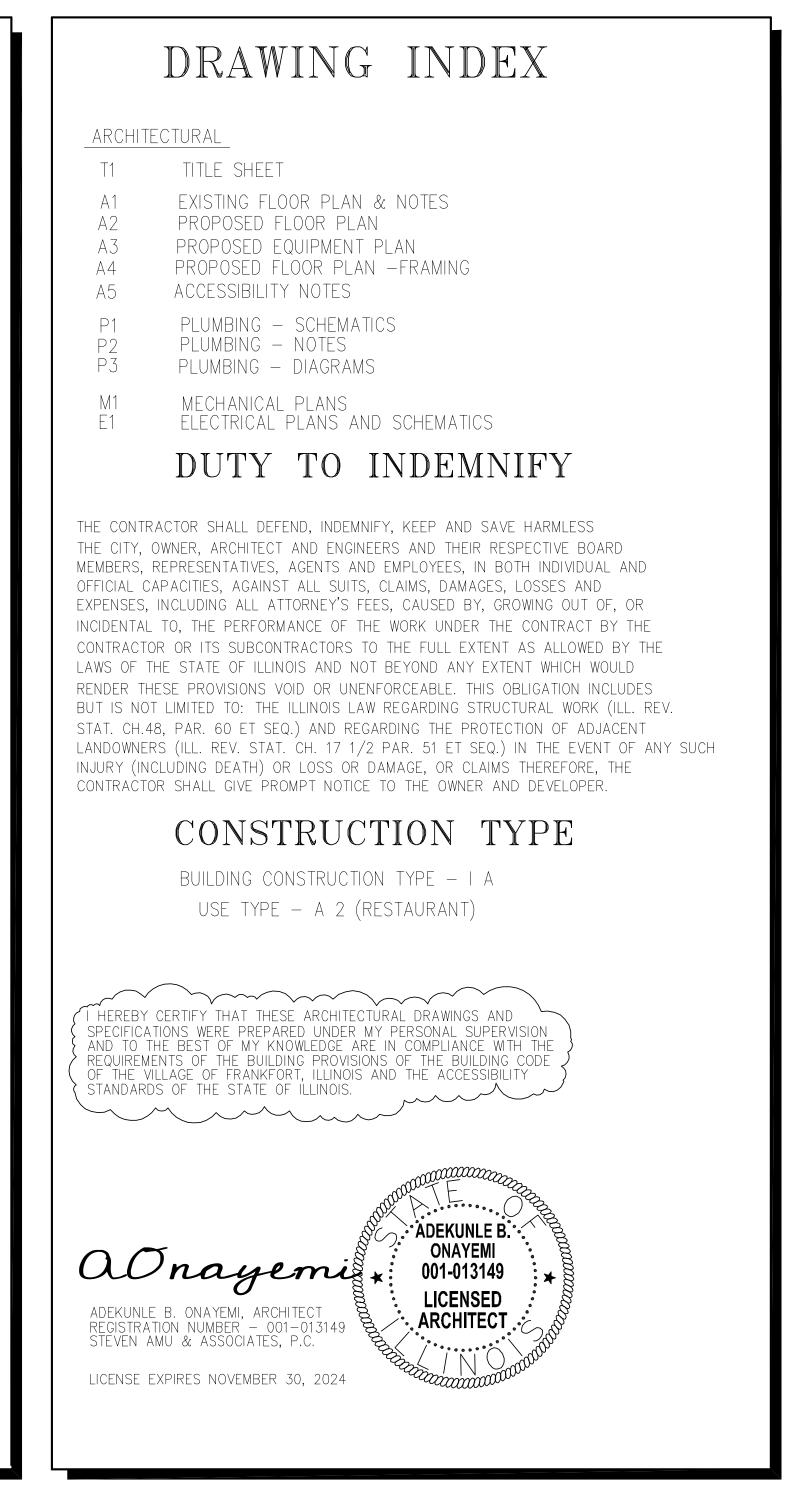
architects, engineers & planners

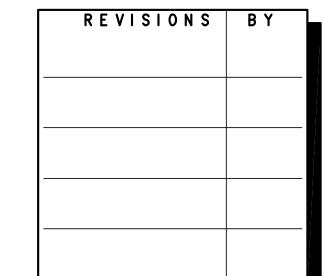












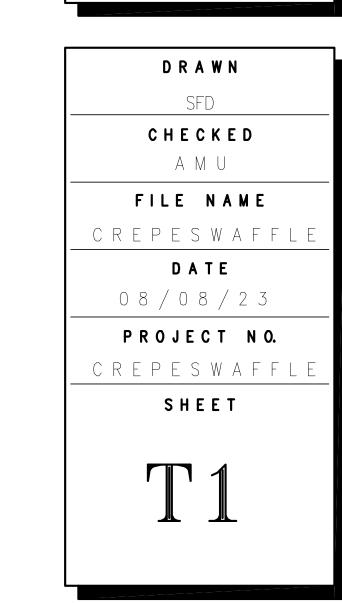
VEIL CILLU (X CASSOCIALE itects, engineers & planners 1 S ELSNER ROAD # 1544
IKFORT ILLINOIS 60423
PHONE: (708) 878-4270

Interior Buildout

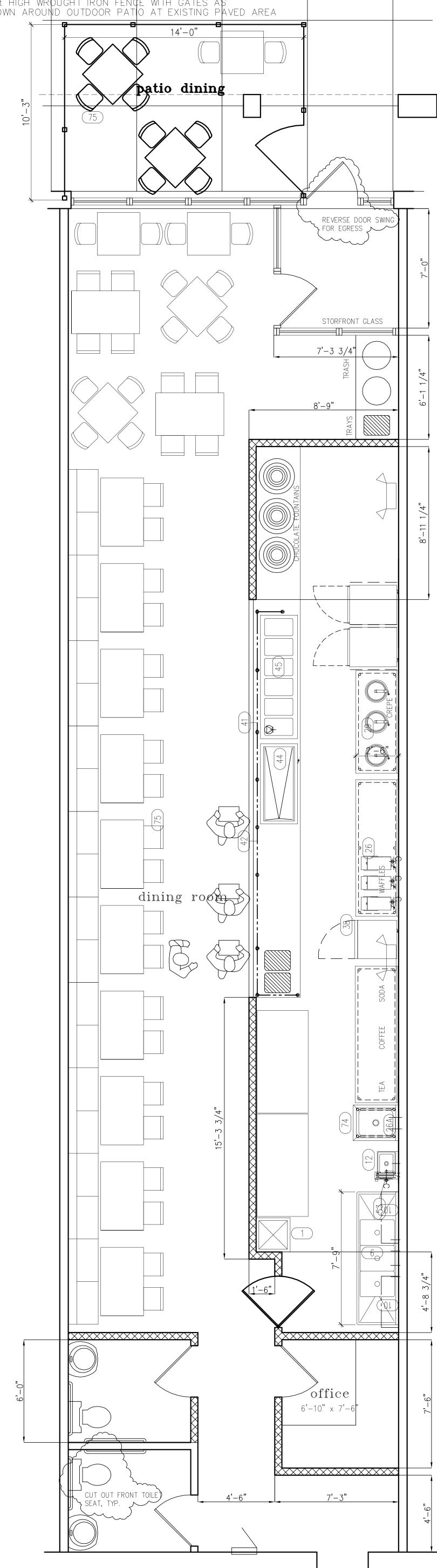
Crepe & Waffle Restaurant
19977 S LaGrange Road

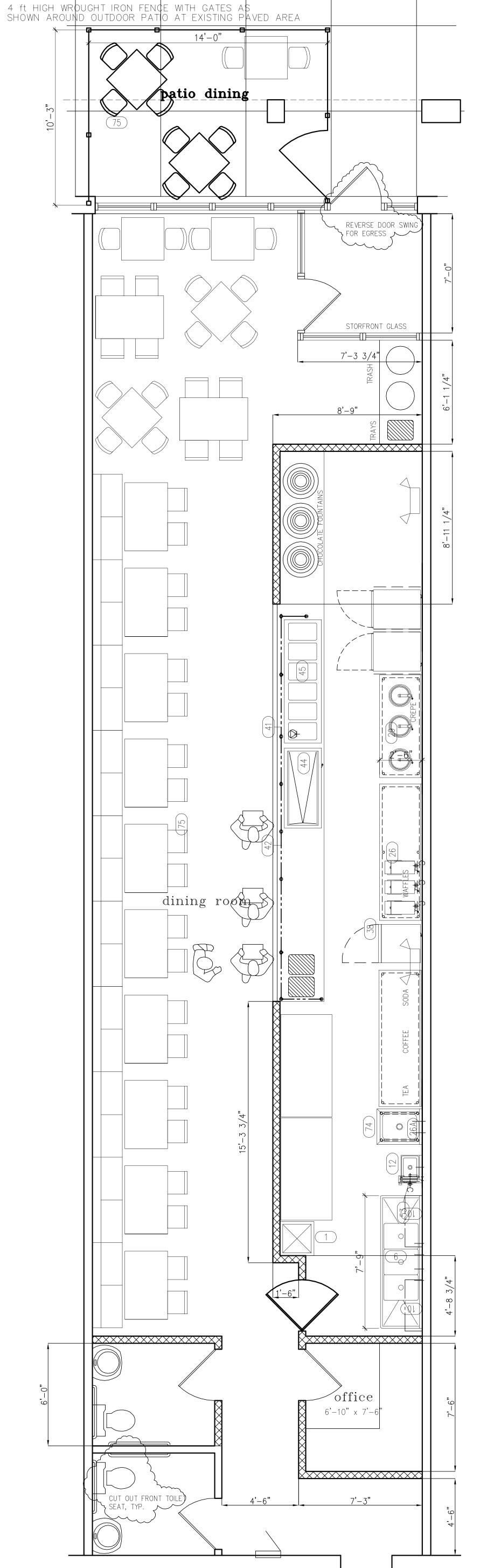
rankfort, Illinois 6042

title sheet









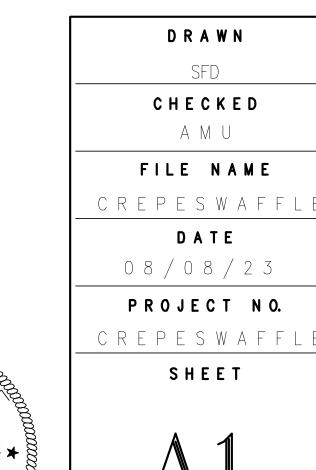
REVISIONS BY

associates, k planners # 1544 423

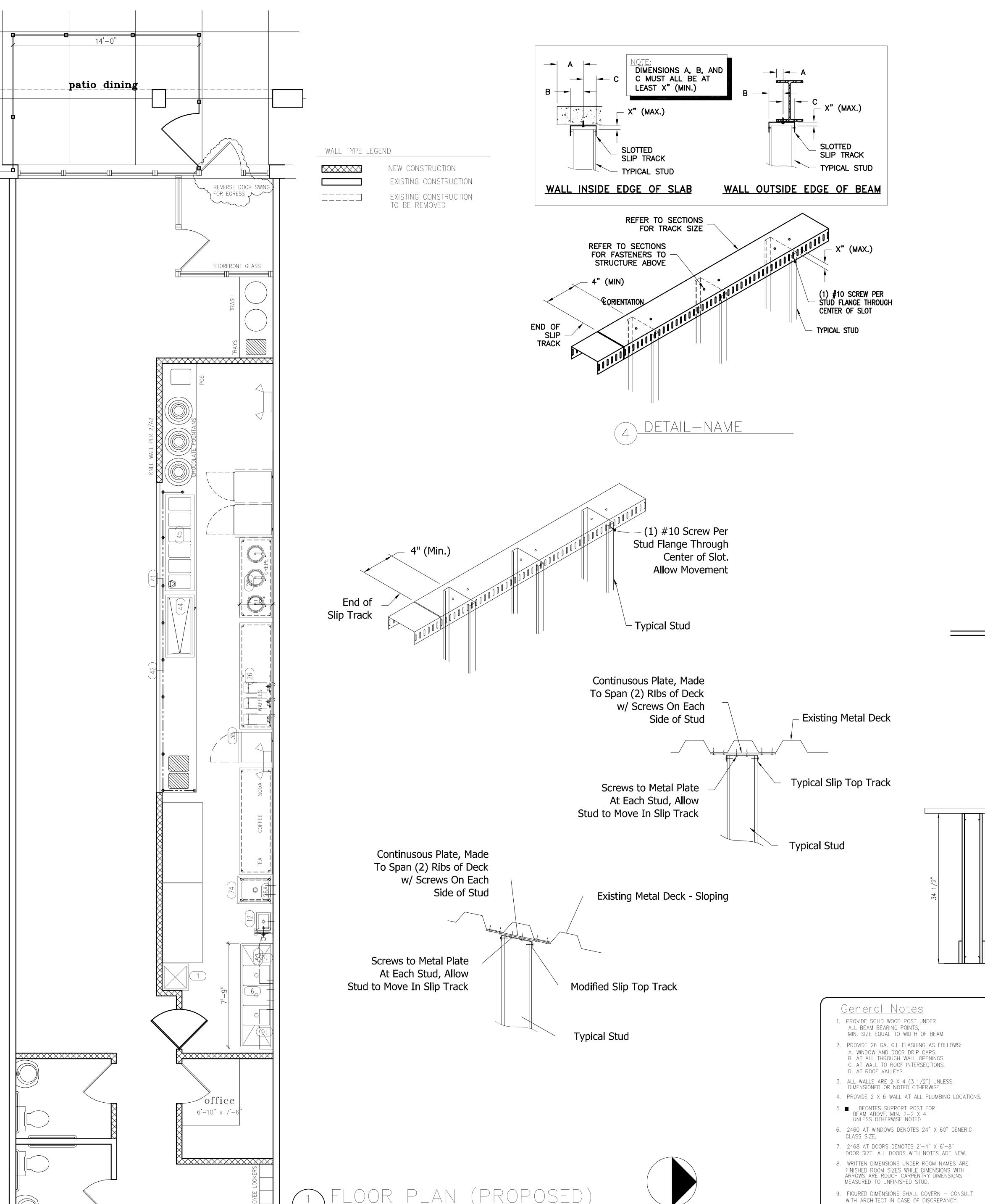
Steve archite 21201 S FRANKFO TELEPHO

Re no affle LaGre

floor plans (demo & proposed)



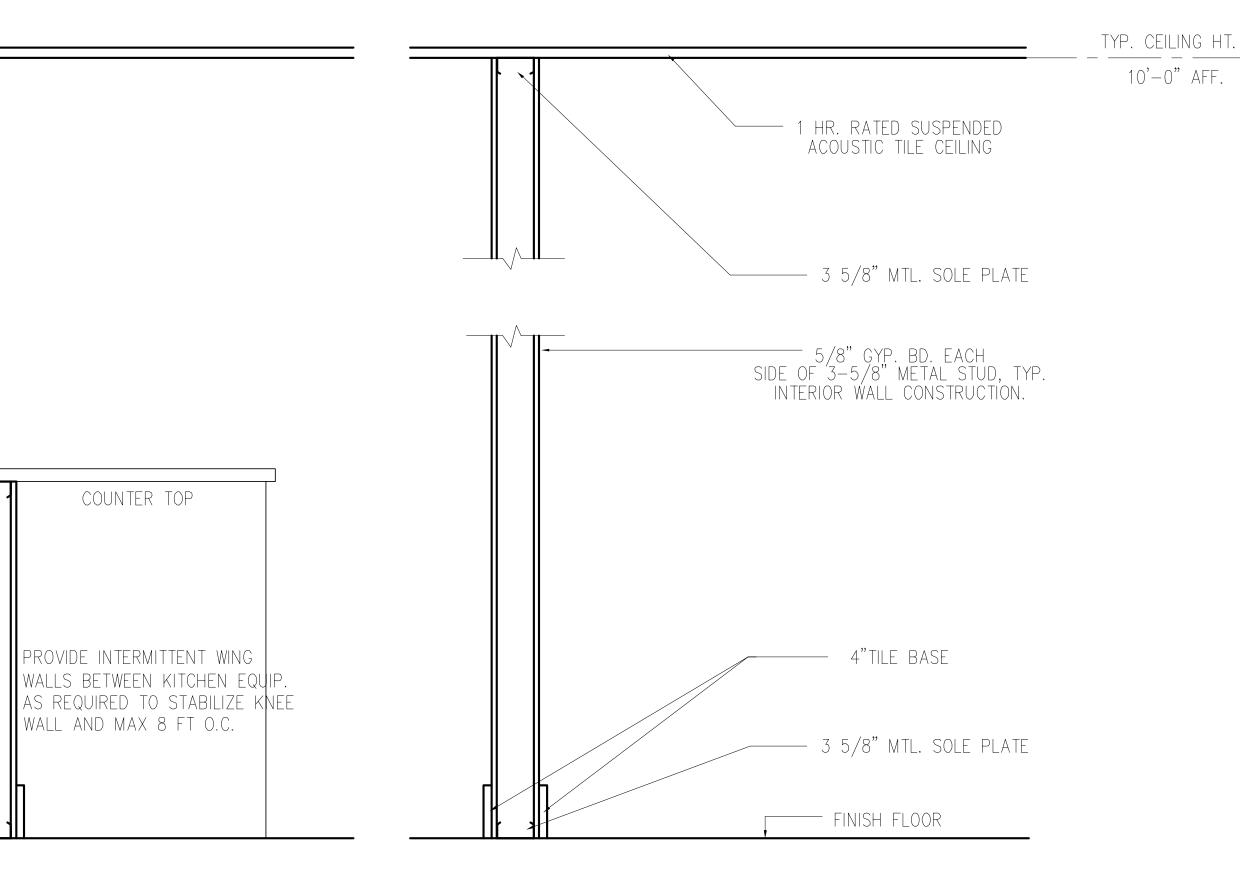




SCALE: 1/4"=1'-0"

NOTES

- 1. ALL WORK SHALL BE PERFORMED IN STRICT CONFORMANCE TO ALL APPLICABLE SECTIONS OF THE CITY OF COUNTRY CLUB HILLS BUILDING CODE AND ZONING ORDINANCE AND STANDARDS REFERENCED HEREIN.
- 2. ALL WORK SHALL BE PERFORMED BY LICENSED AND BONDED WORKERS AND CONTRACTORS.
- 3. NOISE LEVEL FROM CONSTRUCTION EQUIPMENT SHALL NOT EXCEED 55 db AT LOT LINE.
- 4. ALL INTERIOR FINISHES SHALL BE CLASS 2 FLAME SPREAD RATING OF 26-75.
- 5. ALL GYP. BD. USED AT PLUMBING LOCATIONS SHALL BE WATER RESISTANT TYPE.
- 6. ALL EXPOSED GYP. BD. EDGES SHALL BE REINFORCED WITH METAL CORNER BEADS.
- 7. EXISTING PARTITION SHALL HAVE ALL PERIMETER PENETRATIONS, ELECTRICAL AND TELEPHONE OUTLETS CAULKED TO MAINTAIN SOUND RATING PER MANUFACTURER'S SPECIFICATIONS.
- 8. EXISTING GLASS AND DOORS TEMPERED PER CODE.
- 9. FIVE EMPLOYEES OR LESS PER CODE 82-153.6.
- 10. ALL DUCTWORK AND HOOD EXHAUST DUCTS SHALL BE SHEET METAL ONLY.
- 11. ALL REQUIRED EXIT DOORS ARE KEYLESS IN EGRESS DIRECTION.
- 12. ALL PARTITIONS SHALL BE 5/8" TYPE 'X' U.L. LISTED SCREWED TO EA. SIDE OF 3 5/8" METAL STUDS.
- 13. WHERE NECESSARY, 2x? FIRE RATED WOOD SHALL BE USED IN PARTITION WALLS AS NAILERS FOR STEEL ANGLE SUPPORT AND OTHERWISE.
- 14. ALL FINISH COLORS TO BE SELECTED AND COORDINATED BY OWNER.



(2) TYPICAL PARTITION

NOTE: APPLY BUTYL CAULK OR MASTIC AT ALL OVERLAPPING JOINTS

FOLLOW MANUF.'S RECOMMENDED INSTALLATION GUIDE

floor area calculation

FIRST FLOOR 1,598 SQ. FT. TOTAL 1,598 SQ. FT.

Balconies etc. projecting beyond exterior

walls are not included in the calculation.

The area is the sum of the areas of all of the floors, measured horizontally in plan to the exterior faces of perimeter walls or to the centerline of walls separating units. Included are all areas with headroom over 6 ft. Staircases, bleachers etc. are measured horizontally in plan. Spaces extending through two or more floors are measured only once at the floor level.

WITH ARCHITECT IN CASE OF DISCREPANCY.

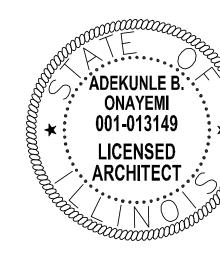
10. ALL FLOOR JOISTS UNDER BATH AREAS AND

DOUBLED.

WALLS PARALLEL TO THE JOISTS SHALL BE

APPROVED KNOX BOX WITH KEY FOR FRONT DOOR FOLLOW FIRE DEPT. INSTALLATION LOCATION INSTRUCTION

NOTE: PROVIDE CITY OF COUNTRY CLUB HILLS FIRE DEPT





Proposed terior Buildout Re ang

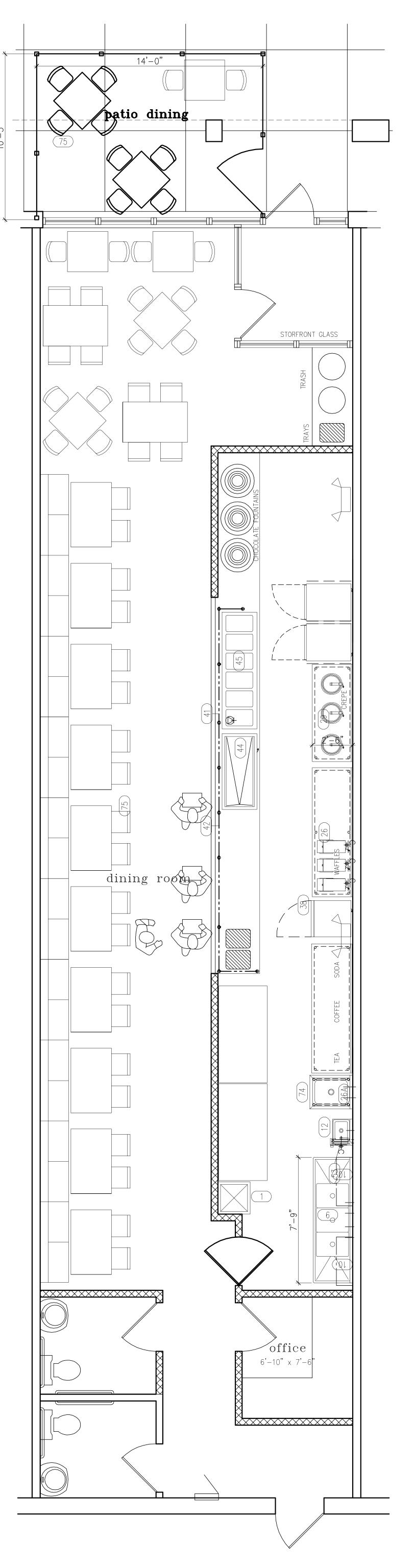
Waffle LaGre t, Illi

Crepe 1997 Trankf

REVISIONS BY

floor plan (proposed)

DRAWN SFD CHECKED A M U FILE NAME CREPESWAFFL DATE 08/08/23 PROJECT NO. CREPESWAFFL SHEET



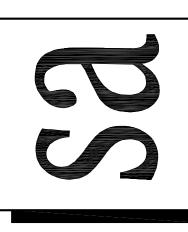
<u>Fir</u>	re protection Notes
	ROVIDE KEY TO BE PLACED IN KNOX BOX UPON CUPANCY
А	PPROVED ADDRESS NUMBERS SHALL BE LOCATED ND SIZED IN SUCH A MANNER AS TO BE VISIBLE ROM THE STREET (FRONT AND REAR ENTRANCES)
3. AL	L WORK SHALL BE DONE IN STRICT CONFORMANC O ALL APPLICABLE SECTIONS OF THE FRANKFORT
	L KITCHEN EQUIPMENT SHALL BE NSF CERTIFIED SE WITHOUT A HOOD (ALL ELECTRIC)
R P N -	(ISITING FIRE SUPPRESSION SYSTEM SHALL BE E-EVALUATED BY THE OWNER'S FIRE CONTRACTOR ER FRANKFORT FIRE DISTRICT ORD #245 AND IN FPA 13 "INSTALLATION OF SPRINKLER SYSTEMS" SUBMIT PLANS FROM SPRINKLER COMPANY OR ETTER STATING NO CHANGES ARE REQUIRED
B -	(ISITING FIRE ALARM SYSTEM SHALL BE EVALUATE Y A FIRE ALARM CONTRACTOR PER NFPA 72 SUBMIT PLANS FROM ALARM COMPANY ALL INACCESSIBLE WIRE SHALL BE IN CONDUIT
	MERGENCY LIGHTING SHALL ILLUMINATE ALL MEAN: F EGRESS
	KIT AND EMERGENCY LIGHTING SHALL BE DUAL OLTAGE W/ BATTERY CAPACITY OF MIN. 90 MINS.
	KIT AND EMERGENCY POSITION SHALL BE CLEARLY ARKED AND LOCKED OUT IN THE ELECTRICAL PAN
	A-40BC FIRE EXTINGUISHERPER NFPA 10, TAGGED ND MOUNTED. LOCATION SHALL BE SITE VERIFIED
	L HOLES AND OPENINGS IN SEPARATION ASSEMBL ALL BE FILLED W RATED NON—COMBUSTIBLE MATE
	RE DEPT SHALL WITNESS SUPPRESSION AND ALAR CEPTANCE TESTS

NO.	ITEM QTY.	DESCRIPTION	REMARKS
1 2	1	MOP SINK CHEMICAL SHELVING SECTION	BY PLUMBER -
3	2	DRY STORAGE SECTION	_
4 5	_	ICE MAKER W/BIN WALK-IN COOLER/FREEZER (8' x 10')	BY OWNER
6	_	WALK-IN COOLER/TREEZER (8 x 10) WALK-IN COOLER REFRIGERATION (12' x 10')	BY OWNER
7	_	EMPLOYEE LOCKERS	_
8	LOT 1	WALK-IN SHELVING/DUNNAGE RACKS 3-COMPARTMENT POT & PAN SINK	
10	_	WALL MOUNTED SHELF	_
11	2	POT & PAN SHELVING SECTION HAND SINK W/SIDE SPLASHES	
12A	_	HAND SINK W/SIDE SPLASHES HAND SINK W/SIDE SPLASHES	
13	_	SOILED DISH RACK SECTION	_
14 15		SOILED DISHTABLE W/PRE-RINSE SPRAY DOUBLE SIDED ANGLED RACK SHELF	OPTIONAL OPTIONAL
16	_	DISHWASHER (HIGH TEMP)	OPTIONAL
17 18	_	CLEAN DISHTABLE WALL MOUNTED SHELF	OPTIONAL OPTIONAL
19	_	CLEAN DISH RACK SECTION	OPTIONAL
20	_	DISHWASHER CONDENSATE HOOD W/FAN & ROOF CURB	OPTIONAL
21		REFRIGERATED PRODUCT PREP UNIT REACH IN REFRIGERATOR	
22A	_	WALL MOUNTED SHELF	_
23 24	_	REACH IN REFRIGERATOR REACH IN REFRIGERATOR	_
25	_	BBQ PIT W/DUCTWORK, FAN & ROOF CURB	BY OWNER
26	_	PREP TABLE	_
26A 27	_	WALL MOUNTED SHELF 1-DOOR REACH-IN REFRIGERATOR	
28	2	HEATED HOLDING CABINET (CVAP 4522)	_
29 30	_	SERVING COUNTER _	
30A	_		_
31	_		_
3233	_	WALL MOUNTED FAUCET CARRY—OUT COUNTER	
34	_	COUNTER TOP WARMER	_
35 36		_	
37	_	2-DOOR REFRIGERATED BEER/WINE DISPENSER	_
38 39	_	ICE TEA MAKER SPARE	BY VENDOR
40	_	MILLWORK SERVING COUNTER	BY OTHERS
41	LOT	SNEEZE GUARD (VERTICAL)	_
42 43		SNEEZE GUARD DROP-IN COLD PAN (6-PAN)	
44	_	DROP-IN COLD PAN (4-PAN) TOPPINGS	_
45 46	_	DROP-IN ICE CREAM TABLE (6-PAN) W/ SIDE COLD MIX SLAB	
47	_	DROP-IN HOT FOOD TABLE (4-PAN)	_
48 49	_		_
50	_		
51	_	MILLWORK POS COUNTER	BY OTHERS
52 53	2 –	POS SYSTEM WALL MOUNTED HOSE REEL	BY VENDOR -
54	_		EXISTING
55 56			BY OTHERS EXISTING
57	_	_	EXISTING
58	4	TDACLI DECEDIACLE	BY VENDOR
59 60	LOT —	TRASH RECEPTACLE -	BY OWNER BY VENDOR
61	_	EXHAUST HOOD W/FAN, ROOF CURB & WALL COVERING	EXISTING
62 63	_	FIRE SUPPRESSION SYSTEM COMBI-OVEN (7-14 GAS)	EXISTING EXISTING
64	_	DOUBLE STACK CONVECTION OVEN	_
65 66	_	GRIDDLE W/STAND OPEN BURNER RANGE W/OVEN BASE	EXISTING
67	3	FRYERS	EXISTING
68	_		EXISTING
6970			
71	_	STAINLESS STEEL BASE CABINET W/SPLASH GUARD	_
72 73		- 1-Door reach-in freezer	
74	_	1—DOOR REACH—IN FREEZER 1—COMPARTMENT PREP SINK	
74A	_	1-COMPARTMENT PREP SINK	EXISTING
75 76	LOT	DINING CHAIRS/TABLES/BOOTHS CONTROL RAILING	BY OWNER BY OWNER
	<u> </u>		
			-470° / /

EQUIPMENT SCHEDULE

REVISIONS BY

associates,

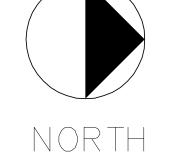


Crepe & Waffle Restaurant 19977 S LaGrange Road Frankfort, Illinois 60423 Proposed Interior Buildout

equipment layout

DRAWN CHECKED A M U FILE NAME CREPESWAFFL DATE 08/08/23 PROJECT NO. CREPESWAFFL SHEET





GENERAL NOTES:

- 1. ALL TRADES SHALL CONFORM TO ALL CURRENT AND EXISTING CODES, ORDINANCES AND REGULATIONS THAT APPLY TO THIS PROJECT.
- 2. CONTRACTOR MUST VERIFY ALL GIVEN DIMENSIONS AND CONFIRM SITE CONDITIONS AND MUST REPORT ALL DISCREPENCIES TO OWNER OR ARCHITECT BEFORE PROCEEDING WITH WORK.
- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED DEVIATIONS FROM PLANS.
- 4. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING WITH ALL TRADES THAT THE WORK PROCEED WITHOUT INTERRUPTION AND IN CONJUNCTION AND HARMONY WITH ALL OTHER TRADES.
- 5. ALL WORK SHALL BER PERFORMED BY LICENSED AND BONDED CONTRACTORS AND WORKERS.
- 6. OWNER SHALL ASSUME NO FINANCIAL OBLIGATIONS IN THE EVENT THAT A CHANGE OR EXTRA WORK IS MADE NECESSARY AS A RESULT OF THE TRADES FAILING TO COOPERATE DURING CONSTRUCTION.
- 7. FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- 8. STEEL ANGLE LINTELS SHALL BE INSTALLED OVER ALL MASONRY OPENINGS.

STRUCTURAL STEEL

ALL STRUCTURAL STEEL INCLUDING BEAMS, COLUMNS, AND PLATES SHALL BE A-36 STEEL AND SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS.

ALL WELDING SHALL CONFORM TO THE LATEST SPECIFICATIONS OF THE AMERICAN WELDING SOCIETY.

STRUCTURAL STEEL SHALL BE SHOP PAINTED TO PROVIDE A MINIMUM

ALL BOLTED CONNECTIONS SHALL BE FRICTION TYPE. PROVIDE TEMPORARY BRACING AS REQUIRED DURING CONSTRUCTION. BEAMS TO BEAR A MINIMUM OF 6" ON MASONRY U. O. N.

STEEL LINTELS ARE REQUIRED FOR MASONRY AT ALL OPENINGS AS FOLLOWS: $1L \ 3-1/2" \times 3-1/2" \times 1/4" \ 6" BEARING$ 4'-1" TO 6'-0" 1L 4" x 3-1/2" x 5/16" 7" BEARING 6'-1" TP 8'-0" 1L 5" x 3-1/2" x 5/16" 8" BEARING

SEE STRUCTURAL (NOTED ON FLOOR PLANS / SECTIONS)

ASSUMED DESIGNED LOADS AS FOLLOWS: ROOF LL - 30 PSF

DL - 20 PSF LATERAL — 80 MPH WIND

FLOOR LL - 100 PSF DL - 20 PSF

DOORS & WINDOWS

EXTERIOR DOORS AS SHOWN. ALL GLASS DOORS AND WINDOWS TO BE TEMPERED AS NOTED AND WHERE REQUIRED BY LOCAL

FINISHES

GYPSUM WALL BOARD:

WALLS — ONE LAYER OF 5/8" THICK USG TYPE "X" OR EQUAL — SCREWED AND GLUED.

TOILET ROOMS AND JANITOR'S CLOSET: 5/8" THICK USG "SHEETROCK" BRAND WR OR EQUAL — SCREWED & GLUED. CERAMIC TILE: AS SELECTED BY OWNER — BY ALLOWANCE.

CONTRACTOR SHALL ASSIST OWNER BY PROVIDING SAMPLES BY VARIOUS MANUFACTURERS FROM WHICH OWNER MAY MAKE SELECTION. OWNER RESERVES THE RIGHT TO MAKE SELECTION OTHER THAN CONTRACTOR'S SAMPLES. THIS WILL NOT ABSOLVE THE CONTRACTOR FROM THE DUTY OF PROPER INSTALLATION. ALL INTERIOR WALLS AND CEILINGS TO RECEIVE PAINT SHALL RECEIVE

EXTERIOR FASCIAS, SOFFITS, TRIM, WOOD SIDING: 1 COAT STAIN, COLOR AS SELECTED BY OWNER.

SPECIALTIES

PARKER/NUTONE INC.

TOILET ACCESSORIES (STAINLESS STEEL): TOILET PAPER DISPENSERS GRAB BARS - 1 1/2: DIAM. X LENGTH AS INDICATED SANITARY NAPKIN DISPOSALS 24" X 36" PLATE GLASS MIRRORS W/ S.S. TRIM SOAP DISPENSERS

ACCEPTABLE MANUFACTURERS ARE: BOBRICK WASHROOM EQUIPMENT, INC. BRADLEY CORP.

1 COAT PRIMER AND 2 COATS SEMI-GLOSS PAINT.

ELECTRICAL — GENERAL

THE ELECTRICAL SYSTEM SHALL CONFORM TO ALL LOCAL AND APPLICABLE CODES AND TO THE NATIONAL ELECTRIC CODE.

PROVIDE GROUND FAULT INTERRUPTER ON ALL EXTERIOR ELECTRICAL OUTLETS AND IN TOILET ROOMS, AND JANITOR'S CLOSET — VERIFY WITH CODES.

CONTRACTOR SHALL REUSE EXISTING ELECTRIC SERVICE AND BREAKER PANEL.

CONTRACTOR SHALL CORRECTLY LABEL EACH CIRCUIT IN PANEL. REFER TO SHEET E-1 FOR ELECTRICAL SPECIFICATIONS

PLUMBING - GENERAL

PLUMBING CONTRACTOR SHALL INSTALL A COMPLETE PLUMBING AND DRAINAGE SYSTEM CONFORMING TO ALL APPLICABLE CODES. CONTRACTOR SHALL FURNISH AND INSTALL WATER HEATING APPARATUS AS

WATERLINES: TYPE 'L' COPPER W/ WROUGHT COPPER FITTINGS. INSULATE WATER LINES WITH 1" MIN. FIBERGLASS INSULATION. COLD WATER LINES SHALL HAVE VAPOR BARRIER. UNDERGROUND WATER LINES: TYPE 'K' COPPER — CONTINUOUS.

GAS PIPING: SCHEDULE 40 BLACK STEEL. REFER TO SHEET P-1 FOR PLUMBING SPECIFICATIONS

HVAC - GENERAL

ALL HEATING WORK SHALL CONFORM TO THE APPLICABLE CURRENT PUBLISHED STANDARDS, REQUIREMENTS AND RECOMMENDATIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION, AMERICAN STANDARDS ASSOCIATION AND THE SOCIETY OF MECHANICAL ENGINEERS.

HEATING UNITS SHALL BE CAPABLE OF HEATING AREAS FROM MINUS 10 DEGREES TO 72 DEGREES FAHRENHEIT AT 15 MPH WIND WITH LOSS CALCULATED IN ACCORDANCE WITH AMERICAN SOCIETY OF HEATING AND VENTILATING ENGINEERS STANDARD.

ALL HEATING OUTLETS SHALL BE EXISITNG SUPPLIES AND RETURNS TO EXISTING

ALL DUCTWORK SHALL BE SHEET METAL.

CHECK EXISTING SYSTEM FOR OPERATION STANDARDS AND ADD DUCT EXTENSIONS AS REQUIRED / SHOWN TO MEET NEW LAYOUT.

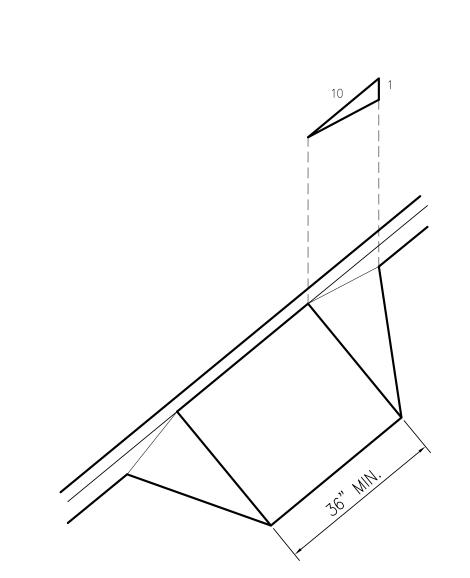
PROVIDE NEW PROGRAMMABLE 7 DAY THERMOSTATS FOR EACH ROOF TOP UNIT MISCELLEANEOUS

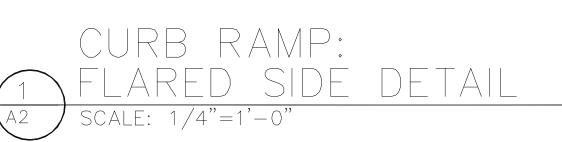
- ALL DRYWALL SHALL BE SCREWED AND TAPED.
- INSTALL WATERPROOF DRYWALL BEHIND ALL PLUMBLING FIXTURES.
- ALL EXTERIOR JOINTS TO BE SILICONE OR BUTYL CAULKED.
- HARDWARL

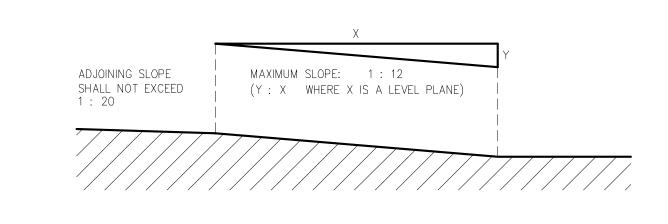
SEE SCHEDULE

ACCEPTABLE MANUFACTURERS

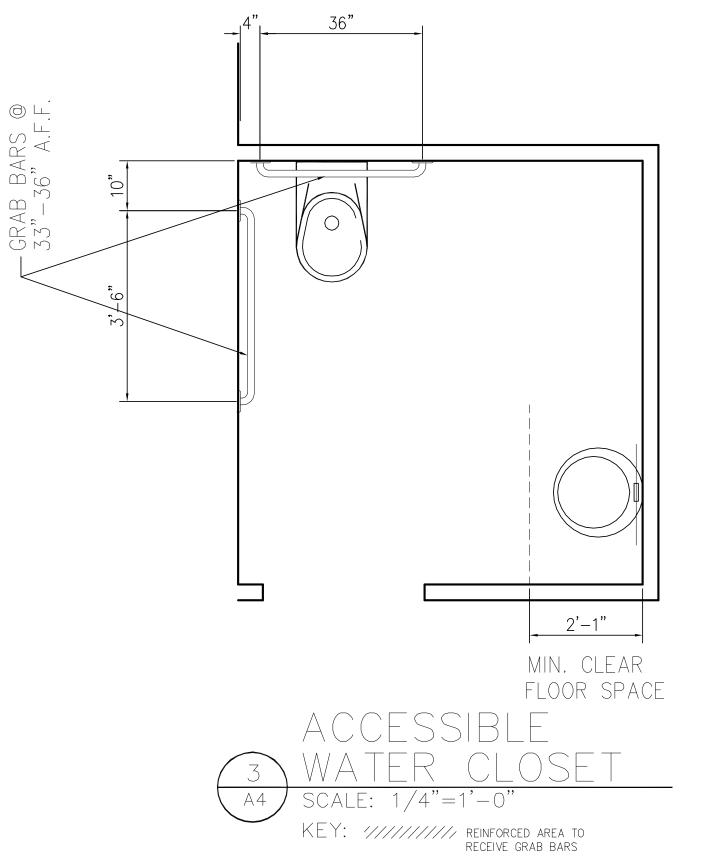
HINGES: HAGER, STANLEY CLOSERS: LCW, YALE, RIXSON MORTISE LOCKS/LEVERS: SCHLAGE, SARGENT COORDINATOR: GLYNN-JOHNSON, IVES

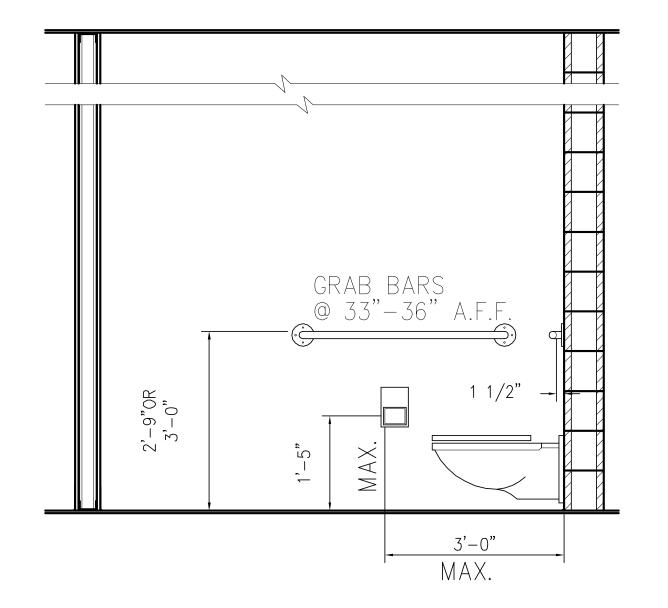


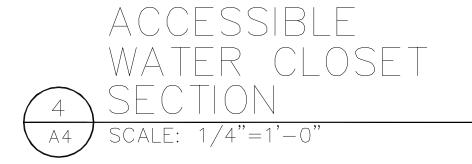


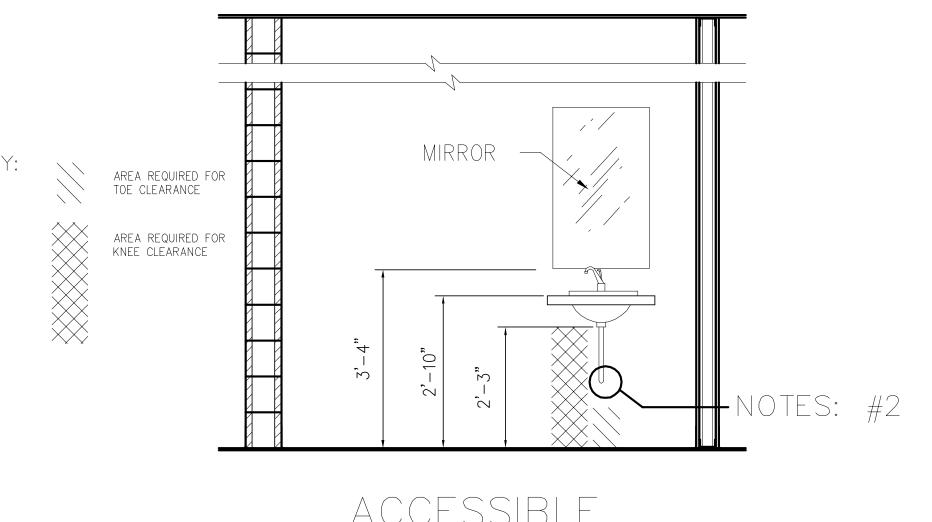












ACCESSIBLE LAV. & MIRROR

		1							
	HARDWARE SCHEDULE								
#	DESCRIPTION:	FINISH:							
HW1	* BUTT_HINGES * CLOSER * PULL_HANDLE — 10" CENTERS * DEAD_BOLT_LOCK.	MAȚCH SȚOREFRONT MAȚCH SȚOREFRONT MAȚCH SȚOREFRONT MAȚCH SȚOREFRONT							
HW2	* BUTT HINGES * CLOSER * MORTISED LOCKSET WITH LEVER HANDLE — ENTRANCE FUNCTION	DARK BRONZE DARK BRONZE DARK BRONZE DARK BRONZE							
HW3	* BUTT HINGES * MORTISED LOCKSET WITH LEVER HANDLE — TOILET ROOM FUNCTION	DARK BRONZE DARK BRONZE DARK BRONZE							
HW4	* BUTT HINGES * MORTISED LOCKSET WITH LEVER HANDLE - STORE ROOM FUNCTION KNURLED HANDLE * AUTOMATIC FLUSH BOLTS * COORDINATOR	DARK BRONZE DARK BRONZE DARK BRONZE DARK BRONZE DARK BRONZE DARK BRONZE							

TYPICAL LOCATION FOR HARDWARE LOCATED ON FIRST FLOOR PLAN (SEE END UNITS)

ALL DOORS SHALL BE OPERABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY TOOL, SPECIAL KNOWLEDGE OR EFFORT OF OPERATION FROM THE INSIDE OF THE BUILDING. DOORS SHALL BE OPERABLE WITH NO MORE THAN ONE RELEASING OPERATION.

ACCESSIBLE WATER

NOTES:

1. FLUSH, LAVATORY, AND ACCESSORY CONTROLS: OPERABLE W/ ONE HAND, NO TIGHT GRASPING, PINCHING, OR TWISTING OF WRIST; 5 lbf MAX.; 44" AFF MAX.; AUTOMATIC IS OKAY. TOILET FLUSH CONTROLS TO BE MOUNTED ON WIDE SIDE OF TOILET AREA. 2. HOT WATER AND DRAINPIPES UNDER LAVATORIES MUST BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES.

3. TOILET PAPER DISPENSERS THAT CONTROL DELIVERY OR DO NOT PERMIT CONTINUOUS FLOW MAY NOT BE USED. 4. GRAB BARS SHALL BE DESIGNED TO CARRY A FORCE OF 250 LB-FT OF MOMENT AND 250 LB

BUILT-UP CURB RAMP

NOTES:

1. BUILT-UP CURB RAMPS SHALL BE LOCATED SO THAT THEY DO NOT PROJECT INTO VEHICULAR TRAFFIC LANES.

- 2. THE MINIMUM CLEAR WIDTH OF A RAMP SHALL BE 36" MIN., EXCLUSIVE OF FLARED SIDES.
- 3. THE MAXIMUM SLOPE OF A RAMP IN NEW CONSTRUCTION SHALL BE 1:12 4. THE MAXIMUM SLOPE OF FLARED SIDES SHALL BE 1: 10

OF SHEAR, TYP. ALL GRAB BARS

- 5. TRANSITIONS FROM RAMPS TO WALKWAYS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
- 6. A CURB RAMP SHALL HAVE A DETECTABLE WARNING EXTENDING THE FULL WIDTH AND DEPTH OF THE CURB RAMP.
- 7. DETECTABLE WARNINGS SHALL CONSIST OF RAISED TRUNCATED DOMES WITH A DIAMETER OF NOMINAL 0.9 in., A HEIGHT OF NOMINAL 0.2 in. AND A CENTER-TO-CENTER SPACING OF NOMINAL 2.35 in. AND SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT. THE MATERIAL USED TO PROVIDE CONTRAST SHALL BE AN INTEGRAL PART PART OF THE WALKING SURFACE.



 \mathcal{O}

sociat anners

 $\mathcal{O} \longrightarrow$

REVISIONS BY

Re D & a G Prop rep 100 100

accessibility notes

DRAWN SFD CHECKED A M U FILE NAME CREPESWAFFL DATE 08/08/23 PROJECT NO. CREPESWAFFL SHEET



WALL BACKING NOTE

THE GENERAL CONTRACTOR SHALL PROVIDE WALL BACKING WHERE INDICATED ON THIS DRAWING, TO SUPPORT WALL MOUNTED EQUIPMENT PROVIDED BY THE KITCHEN EQUIPMENT CONTRACTOR. WALL BACKING CAN BE PLYWOOD BETWEEN STUDS OR 20 ga SHEETMETAL ON THE FACE OF STUDS. LENGTHS OF WALL BAKING SHOWN ARE NOMINAL. ALWAYS EXTEND TO THE NEXT STUD OVER IN EACH DIRECTION.

NOTE A — WALL BACKING AT 54" TO 96" A.F.F.

NOTE B - WALL BACKING AT 48" TO 90" A.F.F.

NOTE C - WALL BACKING AT 24" TO 48" A.F.F

NOTE D - WALL BACKING 60" TO 96" A.F.F

NOTE E - WALL BACKING AT 54" TO 102" A.F.F

INSTALLATION NOTES

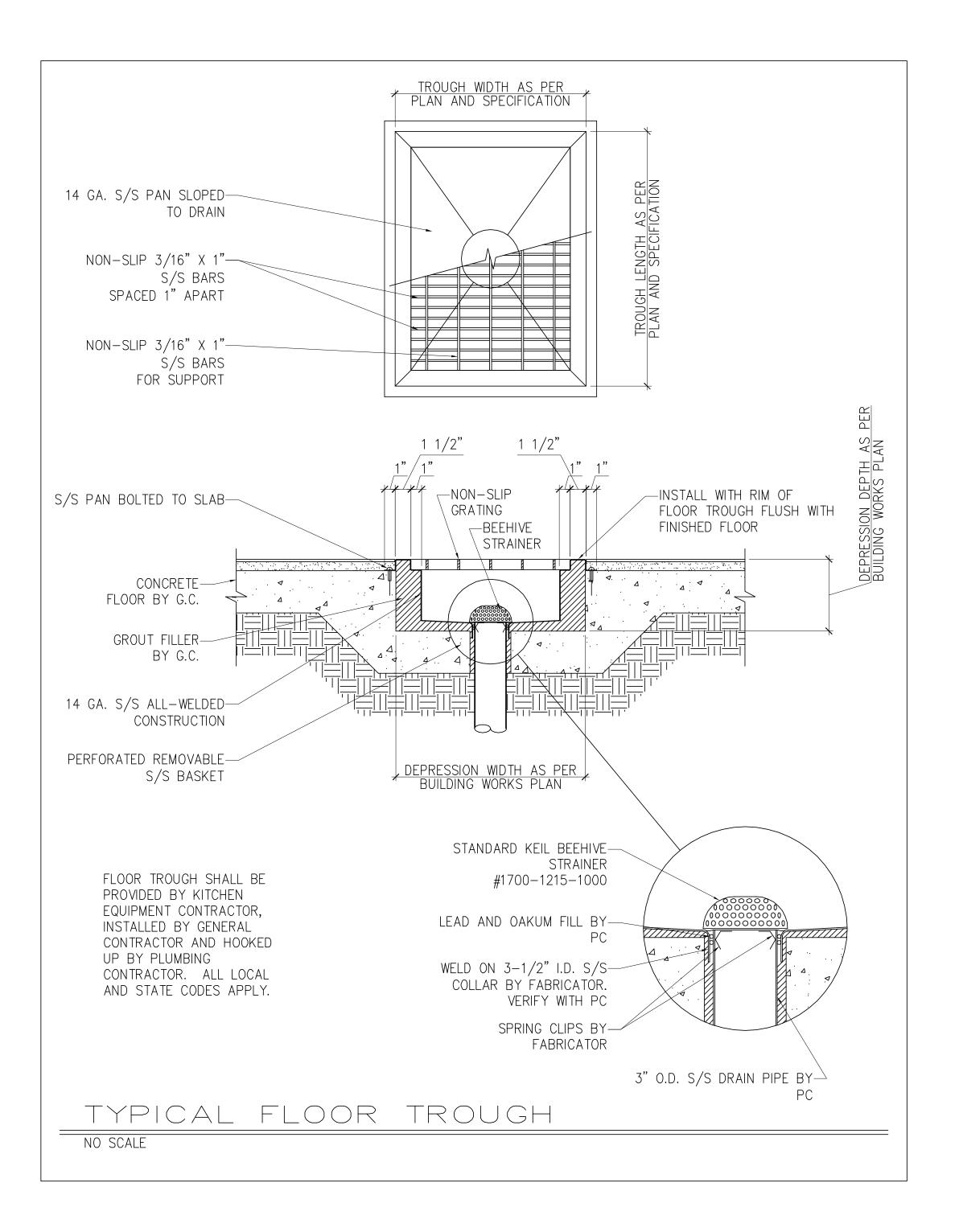
OWNER/GENERAL CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND ALL COSTS INCLUDED IN THE REMOVAL OF WINDOWS/DOORS TO FACILITATE THE INSTALLATION OF FOOD SERVICE EQUIPMENT.

THE F.S.E.C. (TRIMARK MARLINN) IS RESPONSIBLE FOR THE REMOVING TO A "JOB SITE" DUMPSTER ALL TRASH AND CREATING MATERIAL ASSOCIATED WITH THE INSTALLATION OF THE FOOD SERVICE EQUIPMENT. OWNER/GENERAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND ALL COSTS RELATED TO SAID "JOB SITE" DUMPSTER.

GENERAL CONTRACTOR IS RESPONSIBLE TO PROVIDE A TRANSIT LEVEL FLOOR FOR ALL WALK-IN BOXES SUPPLIED BY F.S.E.C. (TRIMARK MARLINN). NO MORE THAN 1/2" VARIATION WILL BE ACCEPTED WITHIN THE OVERALL BOX FOOTPRINT. ALL COSTS INCLUDED IN MODIFYING THE EXISTING/NEW FLOOR TO SATISFY THE ABOVE REQUIREMENTS IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR/OWNER.

EXISTING EQUIPMENT NOTES

- 1. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND OR OWNER TO INSPECT FAN CURBS, DUCTWORK, FIRE SUPPRESSION SYSTEM, WALK-IN COOLER/FREEZER, WALK-IN REMOTE REFRIGERATION UNITS.
- 2. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO REUSE ANY AND/OR ALL EXISTING MECHANICAL CONNECTIONS FOR ANY AND/OR ALL KITCHEN/SERVING EQUIPMENT. VERIFY REUSE WITH ARCHITECT AND/OR OWNER.



PLUMBING SCHEDULE

AND MAKE LIKE NEW ALL ELECTRICAL, PLUMBING AND MECHANICAL SYSTEMS ON THE EXISTING KITCHEN EQUIPMENT INCLUDING BUT NOT LIMITED TO EXHAUST HOODS, FANS,

PLUMBING SCHEDULE											LEGEND ● HOT WATER ● FLOOR DRAIN O DIRECT WASTE ● FUEL GAS	
ITEM QTY			SUPPLY			DIRECT WASTE AIRGAP WASTE G			G	45		
	QTY	CONNECT TO	COLD WATER	HOT WATER	HGT. A.F.F.	FIXT. SIZE	HGT. A.F.F.	FIXT. SIZE	HGT. A.F.F.	FIXT. SIZE	HGT. A.F.F.	REMARKS
1*	_	MOP SINK (PLUMBER)	1/2"	1/2"	36"	4"	FLOOR					PLUMBER ITEM; VERIFY CONNECTIONS; SEE NOTE BELOW
4*	_	ICE MAKER W/BIN (LEASED)	1/2"		60"			1 1/2"	6" HUB DRAIN			LEASED ITEM; VERIFY CONNECTIONS; SEE NOTE BELOW
6A*	_	COOLER BLOWER COIL (OWNER)						1"	6" HUB DRAIN			OWNER SUPPLIED; VERIFY CONNECTIONS; SEE NOTE BELOW
7A*	_	FREEZER BLOWER COIL (OWNER)						1"	6" HUB DRAIN			OWNER SUPPLIED; VERIFY CONNECTIONS; SEE NOTE BELOW
9	_	3-COMPARTMENT SINK	1/2"	1/2"	18"			2"	F. SINK			CONNECT TO FAUCET; SEE NOTE "F"
12	2	HAND SINK	1/2"	1/2"	24"	1 1/2"	22"					CONNECT TO FAUCET & RUN WASTE LINE; SEE NOTE "E"
		, , ,	l	l		l	l					

6A*	_	COOLER BLOWER COIL (OWNER)						1"	6" HUB DRAIN			OWNER SUPPLIED; VERIFY CONNECTIONS; SEE NOTE BELOW
7A*	_	FREEZER BLOWER COIL (OWNER)						1"	6" HUB DRAIN			OWNER SUPPLIED; VERIFY CONNECTIONS; SEE NOTE BELOW
9	_	3-COMPARTMENT SINK	1/2"	1/2"	18"			2"	F. SINK			CONNECT TO FAUCET; SEE NOTE "F"
12	2	HAND SINK	1/2"	1/2"	24"	1 1/2"	22"					CONNECT TO FAUCET & RUN WASTE LINE; SEE NOTE "E"
12A*	_	HAND SINK (EXISTING)	1/2"	1/2"	24"	1 1/2"	22"					EXISTING ITEM; VERIFY CONNECTIONS; SEE NOTE BELOW
14	_	SOILED DISHTABLE	1/2"	1/2"	18"			1 1/2"	6" HUB DRAIN			CONNECT TO PRE-RINSE SPRAY & RUN DRAIN LINE
16*	_	DISHWASHER (LEASED)		3/4"	60"			2"	F. SINK			LEASED ITEM; VERIFY CONNECTIONS; SEE NOTE BELOW
20	_	CONDENSATE HOOD						1"	6" HUB DRAIN			OWNER SUPPLIED; VERIFY CONNECTIONS; SEE NOTE BELOW
28	2	HEATED HOLDING CABINET	1/2"		18"							CONNECT TO CABINET
32	_	WALL MOUNTED FAUCET	1/2"	1/2"	72"							VERIFY LOCATION AND HEIGHT W/OWNER/ARCHITECT
37	_	DRIP PAN DRAIN						1"	6" HUB DRAIN			RUN DRAIN LINE
38*	_	ICE TEA MAKER (VENDOR)	1/2"		48"							VENDOR ITEM; VERIFY CONNECTIONS; SEE NOTE BELOW
43	_	COLD PAN (6-PAN)						1"	6" HUB DRAIN			RUN DRAIN LINE
44	_	COLD PAN (4-PAN)						1"	6" HUB DRAIN			RUN DRAIN LINE
45	_	HOT FOOD TABLE (6-PAN)		1/2"	5 3/4"			1"	6" HUB DRAIN			CONNECT TO FILL FAUCET; RUN DRAIN LINE; SEE "C"
47	_	HOT FOOD TABLE (4-PAN)		1/2"	5 3/4"			1"	6"HUB DRAIN			CONNECT TO FILL FAUCET; RUN DRAIN LINE; SEE "C"
49	_	DROP-IN WARMER						1"	6" HUB DRAIN			RUN DRAIN LINE; SEE NOTE "C"
53	_	HOSE REEL	1/2"		24"							TEE FROM ITEM #12 CW; VERIFY CONNECTION LOCATION
56*	_	SODA DISPENSER (RELOCATED)	1/2"		18"			1"	6" HUB DRAIN			EXISTING ITEM; VERIFY CONNECTIONS; SEE NOTE BELOW
57*	_	ICE MAKER HEAD (RELOCATED)	1/2"		60"			1"	6" HUB DRAIN			EXISTING ITEM; VERIFY CONNECTIONS; SEE NOTE BELOW
60*	_	SODA SYSTEM (VENDOR)	1/2"		18"							VENDOR ITEM; VERIFY CONNECTIONS; SEE NOTE BELOW
63*	_	COMBI-OVEN (EXISTING)	(2)3/4"		48"			1 1 /2"	6" HUB	3/4"	18"	91,000 BTU/HOUR; EXISTING ITEM; SEE NOTE BELOW

 $|3/4"|^{18}$ $|_{48"}$ 60,000 btu/hour per connection required

| 3/4" | 18" | 143,000 BTU/HOUR REQUIRED

CONNECT TO CABINET

3/4" | 18" | 108,000 BTU/HOUR; EXISTING ITEM; SEE NOTE BELOW

3/4" | 18" | 110,000 BTU/HOUR; EXISTING ITEM; SEE NOTE BELOW

CONNECT TO FAUCET AND RUN DRAIN LINE

EXISTING ITEM; VERIFY CONNECTIONS; SEE NOTE BELOW

SEE DETAIL THIS PAGE & MANUFACTURES CUT SHEET

EXISTING ITEM; VERIFY CONNECTIONS; SEE NOTE BELOW

* ALL EQUIPMENT MARKED WITH AN (*) ASTERISK ARE SUPPLIED BY OTHERS. TRIMARK MARLINN IS PROVIDING CONNECTION INFORMATION AS AN ACCOMMODATION ONLY. GENERAL CONTRACTOR TO VERIFY WITH OWNER/VENDOR/PLUMBER/ M.E./LEASING CO. FOR ALL M.E.P. REQUIREMENTS BEFORE ANY AND/OR ALL CONNECTIONS ARE INSTALLED FOR MARKED EQUIPMENT.

ı 4" |FLOOR|

NOTES

1/2" | 1/2" | 18"

18"

1/2"

DOUBLE CONVECTION OVEN

BRAISING PAN (EXISTING)

HEATED HOLDING CABINET

| GRIDDLE (EXISTING)

FLOOR TROUGH

PREP SINK

* | 74A* | - | PREP SINK (EXISTING)

66 - OPEN BURNER RANGE

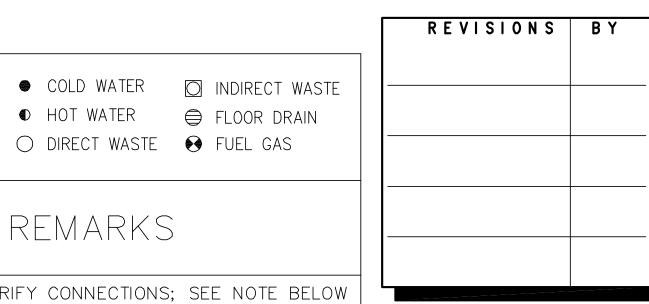
: 67* 3 FRYERS (EXISTING)

74 | -

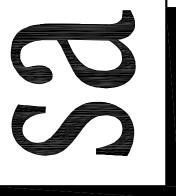
- A. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROVIDE AND SEAL ALL ROOF PENETRATIONS RELATING TO THE KITCHEN EQUIPMENT, INCLUDING BUT NOT LIMITED TO ELECTRICAL AND REFRIGERATION LINE CONNECTIONS TO THE REMOTE COMPRESSOR AND ELECTRIC AND GAS CONNECTIONS FOR THE EXHAUST HOOD FANS.
- B. THE PLUMBING CONTRACTOR IS RESPONSIBLE TO RUN 1" DIAMETER DRAIN LINES FOR THE WALK-IN COOLER/FREEZER BLOWER COIL TO AN OPEN SITE DRAIN AS SHOWN.
- C. THESE CONNECTIONS ARE TO BE PIPED FROM THE FLOOR AND MOUNTED AT 5 3/4" TO THE <u>TOP</u> OF THE CONNECTION WITH A 90° ELBOW AND A BALL VALVE BY P.C.
- D. ITS THE RESPONSIBILITY OF THE PLUMBING CONTRACTOR TO PROVIDE A "TEE" IN THE HOT WATER LINE TO BE CAPPED-OFF FOR <u>FUTURE</u> INSTALLATION OF A "CHEMICAL DISPENSING SYSTEM". INSTALLATION OF THE SYSTEM TO BE DONE BY OTHERS. THE PLUMBING CONTRACTOR SHOULD ALSO PROVIDE AND INSTALL AN "RPZ VALVE" IF REQIURED BY LOCAL CODE.
- E. THE PLUMBING CONTRACTOR IS RESPONSIBLE TO WALL MOUNT ALL HAND SINKS SHOWN PER A.D.A. HEIGHT COMPLIANCE. HE SHOULD ALSO PROVIDE ALL NECESSARY HARDWARE FOR HAND SINK FINAL CONNECTION.
- F. THE PLUMBING CONTRACTOR IS RESPONSIBLE TO MANIFOLD THE 3-COMPARTMENT SINK DRAINS AND RUN TO AN OPEN SITE DRAIN/FLOOR SINK AS REQUIRED.

GENERAL PLUMBING NOTES

- 1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST REQUIREMENTS OF THE "NATIONAL PLUMBING CODE" AND ALL OTHER APPLICABLE LOCAL CODES (ILLINOIS PLUMBING CODE) AND REGULATIONS INCLUDING OSHA.
- 2. ALL FAUCETS, DRAIN FITTINGS, AND DISPOSERS PROVIDED LOOSE. THE PLUMBING CONTRACTOR TO INSTALL COMPONENTS AS REQUIRED.
- 3. PLUMBING CONTRACTOR TO PERFORM FINAL CONNECTIONS TO KITCHEN EQUIPMENT AT THE TIME EQUIPMENT IS SET IN PLACE. INTER-CONNECT EQUIPMENT AT FIELD JOINTS
- 4. GENERAL CONTRACTOR TO PROVIDE AND SEAL ROOF PENETRATIONS RELATING TO THE KITCHEN EQUIPMENT GAS LINES FOR ROOFTOP EQUIPMENT.
- 5. THIS DRAWING IS PREPARED AS AN ACCOMMODATION AND GUIDE ONLY. THIS DRAWING TO BE REVIEWED BY THE ARCHITECT AND THE PLUMBING CONTRACTOR. REPORT ANY DISCREPANCIES TO THE KITCHEN EQUIPMENT CONTRACTOR IMMEDIATELY.
- 6. PIPE FITTER (OR PLUMBER) TO INSTALL FIRE PROTECTION VALVES IN GAS LINES SERVING COOKING EQUIPMENT. VALVES FURNISHED LOOSE BY KITCHEN EQUIPMENT CONTRACTOR. GAS PRESSURE TO KITCHEN EQUIPMENT TO BE 7" W.C. PIPE FITTER (OR PLUMBER) TO FURNISH REGULATOR, IF REQUIRED.



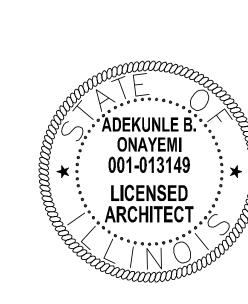
 \approx



Proposed terior Build Waffle LaGri Crepe 1997 Trankf

> plumbing plan

DRAWN SFD CHECKED A M U FILE NAME CREPESWAFFL DATE 08/08/23 PROJECT NO. CREPESWAFFL SHEET



Plumbing Specifications

- 1. <u>GENERAL</u>
- 1.1. Work included under this heading consists of furnishing all materials, supplies, equipment, tools, transportation, facilities and performing all labor and service necessary for, required in connection with or properly incidental to the construction of a complete plumbing system and tying same to existing rough plumbing. All work to be as described in this edition of the Specifications and as shown on the drawings. A main waste line (6" cast iron) under slab is already in place.
- 1.2. All piping shall be installed in strict accordance with the latest edition of the Illinois Plumbing Code and local modifications as enacted by the authority having jurisdiction (AHJ).
- 2. <u>EXCAVATION AND BACKFILL</u>
- 2.1. Excavate for drain lines as required, no deeper than necessary for grading of pipes.
- 2.2. All buried water service shall have a minimum cover of 3'-6".
- 2.3. After work is in place, backfill and thoroughly tamp fill around pipes in six inch (6") layers, bringing to required level. All backfilling shall be carefully done to prevent future settlement. Backfill excavation within building with compacted sand.
- 2.4. Street, alley and other pavement damage shall be repaired to the satisfaction of local authorities.
- 3. <u>SLEEVES, CUTTING AND PATCHING</u>
- 3.1. Pass pipes through exterior walls and foundations through pipe sleeve two (2) sizes larger than service line. Caulk opening watertight with lead and oakum.
- 3.2. Notify General Contractor in ample time of the location of all chases, sleeves and other openings required by work of this contract. Any cutting and patching necessary because of failure to comply with the above shall be done by and at the expense of this Contractor.
- 4. PIPE ACCESSORIES
- 4.1. Furnish and install unions where indicated or necessary for repair or service. Unions 2" and smaller shall be standard ground joint brass to iron seat, malleable iron, screwed. Unions 2 1/2" and larger shall be standard cast iron flanged, 125 lb. Provide dielectric unions at all piping connections between dissimilar metals.
- 5. <u>PIPE AND FITTINGS</u>
- 5.1. Horizontal waste pipes shall be uniformly graded at 1/4" per foot, unless otherwise noted.
- 5.2. Plumbing fixtures and floor drains shall be installed with relief vent piping. Methods of venting shall conform to local and state codes.
- 5.3. Waste and vent piping shall conform to one of the following systems:
 - a. Waste piping of standard weight bell and spigot cast iron soil piping. Fittings to be cast iron of equal quality and weight. Joints to be made with packed oakum, well caulked and packed in place, then filled with molten new lead. These joints shall be thoroughly inspected and tested tight. Neoprene "Ty—Seal" gasket or other locally approved methods may be used at Contractor's option. Vent piping shall be standard weight galvanized Yoloy steel pipe with cast iron drainage fittings.
 - b. Waste and vent piping and fittings shall be standard weight cast iron pipe with "No—Hub" joints for waste pipe with in the building and "Ty-Seal" joints under the building and to a point 5'-0" outside of the building.
 - c. Waste and vent piping shall be PVC or ABS—DWV piping with approved solvent cemented fittings. This system may be used above and below the slab if allowed by local and state codes.
 - d. Intermixing of these waste and vent piping systems shall be allowed only where local or state codes demand.
- 5.4. Water supply piping within the building and to a point 5'-0" outside the building shall be Type "L" hard copper, except below slab or ground where Type "K" is required. Under slab, use continuous Type "K" soft annealed copper. Fittings to be of wrought copper with sweat joints using 95.5 hard solder. Properly clean surfaces with flux as recommended by fitting manu facturer. Provide dielectric unions at connections of copper to steel pipe.

No joints shall be allowed in copper water piping below concrete slab. All copper water pipe shall loop above slab for fittings and continuation. All water supply stub—outs through wall to fixtures shall be brass nipple fittings.

- Condensate drain piping shall be one of the following types:
- a. Type "M" copper pipe with sweat fittings.
- b. Schedule 40 galvanized steel pipe with cast iron screwed fittings.
- c. Schedule 40 PVC or ABS—DWV piping with solvent welded drainage fittings where allowed by local codes. Pitch all horizontal lines to drain at a minimum fall of 1" per ten foot (10') of run.
- 5.7. Make joints of all screwed piping with tapered threads, well lubricated with graphite and joint compound or Teflon tape applied to male thread.
- GENERAL PIPING REQUIREMENTS
- 6.1. Ream ends of pipe, remove burrs, dirt and scale from pipe before installation. Install exposed piping plumb, straight and hori zontal with lines parallel to walls and accurately make offsets with fittings. Sprung and bent piping will not be acceptable. Use reducing fittings where pipe changes sizes. Install piping with ample clearance for installation of insulation covering.
- 6.2. Provide unions at each valve, equipment, control or wherever necessary for replacement or repair of equipment and each location shown or required.
- 6.3. Anchor piping securely to prevent vibration.
- 6.4. Install shut—off valves in water lines to each group of fixtures.
- 6.5. Furnish stops to receive male fittings on all rough—in water supply pipes to which equipment is to be connected.
- 7. <u>COVER PLATES</u>
- 7.1. Cover openings around pipes through finished floors, walls and partitions with chrome plated brass plates.
- 8. <u>CLEANOUTS</u>
- 8.1. Provide cleanouts at all points where shown and as necessary to clean any portion of the soil lines.
- 8.2. Finished floor cleanouts shall be equal to Wade 6000 series adjustable cleanout with round or square heavy duty nickel bronze top and removable threaded bronze or ABS plug.
- 8.3. Wall cleanouts shall be equal to Wade W-8470-R bronze plug with round stainless steel access cover and screw.
- 8.4. Jay R. Smith, Josam or Zurn comparable cleanouts are acceptable.

10. <u>TESTS</u>

- 10.1. Test all piping as required by Code or, in the absence of codes, as follows:
 - a. Test all domestic hot and cold water lines under 100 psi water pressure for at least 12 hours. Cover no pipes until tested and found tight.
 - b. Test all soil, waste and vent lines under 12' head water pressure for 12 hours minimum. Prove tight before
 - c. Test all gas piping at 30 psi air for 12 hours minimum.
- 11. <u>TRAPS</u>
- 11.1. Furnish and install all traps required for fixtures and equipment, including traps not supplied with fixtures or equipment.
- 11.2. All traps shall be properly vented and installed as close to the outlet of the associated fixture as possible.
- 11.3. All traps exposed to view shall be chrome plated cast brass.
- 12. <u>DRAINS</u>
- 12.1. Drain sizes shall be as indicated on the drawings.
- 12.2. Drains shall be as follows:
 - a. Floor drains: Wade 1100 series, cast iron floor drain with flange, integral reversible clamping collar, seepage open ings, 1/2" plugged primer tap and appropriately sized round or square nickel bronze strainer with vandal proof
 - b. Funnel floor drains: Wade 1100 series, cast iron floor drain with flange, integral reversible clamping collar, seepage openings, 1/2" plugged primer tap, appropriately sized round or square nickel bronze strainer with vandal proof screws and appropriately sized round or elongated funnel option.
 - c. Floor sinks: Wade 9100 series, stainless steel sanitary floor sink with 12" square top and 6" round sump, square hole anti-tilt stainless steel grate (full grate, 3/4 grate or 1/2 grate, as appropriate for the installation), stainless steel mesh sediment basket and optional secondary dome strainer.
- 12.3. Jay R. Smith, Josam or Zurn comparable drains are acceptable.
- 15. FIRE BARRIER PENETRATION SEALS
- 15.1. Provide seals for any opening through fire—rated walls, roof or ceilings used as a passage for mechanical components such as piping or ductwork.
- 15.2. Use putty or caulking, one-piece intumescent elastomer, non-corrosive to metal, compatible with synthetic cable jackets and capable of expanding to 10 times original volume when exposed to heat or flames, U.L. listed.
- 15.3. Install per manufacturer's written installation instructions and in accordance with products listing.
- 16. <u>NATURAL GAS PIPING</u>
- 16.1. All pipe and fittings installed for natural gas service shall conform to the following: a. Pipe: Schedule 40, wall furnace butt welded or continuous welded, Type "F,"
 - plain ends, ASTM A-53. b. Fittings: 150 lb. malleable iron, threaded, ASTM A-197.
 - c. Unions: 150 lb. malleable iron, threaded ends, brass seats, ASTM A-197.
 - d. Nipples: Same material and schedule as pipe.
 - e. Plug valves: 300 lb. threaded ends, ductile iron body, nickel plug, Teflon sleeve, wrench operated (Durco #432 with locking handle device).
- 16.2. Field support all piping in strict accordance with the applicable edition of the International Mechanical Code, section #305 and the appropriate section of NFPA 54 Fuel Gas Code.
- 16.3. Pneumatically test all piping, including valve stem packing, in accordance with NFPA 54 Fuel Gas Code.
- 16.4. All underground gas pipe to 6" above grade shall be coated with "X—Tru Coat" 20 mil min. thickness. Fittings shall be wrapped with "Polyken Tape" #930-935.
- 16.5. All exterior above—ground gas piping shall be painted per owner's requirements.

BACKFLOW PREVENTION DEVICES: SHALL INCLUDE AN APPROVED ASSE BACKFLOW PREVENTION SYSTEM IN ACCORD WITH ILAWC AND STATE AND LOCAL PLUMBING CODES. ALL SILL COCKS, HOSE BIBBS, AND JANITORIAL CLOSETS SHALL HAVE VACUMN BREAKERS. LAWN SPRINKLER SYSTEMS SHALL BE REQUIRED TO HAVE A REDUCED PRESSURE ZONE (RPZ) THE RPZ SHALL BE INSTALLED DOWNSTREAM OF THE WATER METER.

ALL BACKFLOW DEVICES SHALL BE TESTED ON A YEARLY BASIS WITH THE RESULTS BEIN: SENT TO ILAWC FOR THEIR RECORDS. THE COST OF THIS TESTING IS TO BE BOURNE BY THE CUSTOMER.

NOTES		

SEE SPECIFICATIONS FOR ROOF DRAINS, FLOOR DRAINS, CLEAN OUTS, ETC.

SANITARY SEWER SLOPE - 1/4"

PER FOOT MIN.

- COORDINATE WITH ALL OTHER TRADES FOR PIPE ROUTING AND EQUIPMENT PLACEMENT. AVOID INTERFERENCE WITH ARCHITECTURAL FEATURES, BEAMS, WINDOWS, ETC.
- 4. FIELD VERIFY ALL ROUTINGS, DIMENSIONS, ELEVATIONS AND FIXTURE CONNECTION REQUIREMENTS PRIOR TO FABRICATION AND INSTALLATION.
- FITTINGS AND BE INSTALLED FLUSH WITH FINISHED FLOORS. 6. FIELD TO ROUTE SANITARY VENT PIPING WITHIN WALLS AND ABOVE SUSPENDED CEILING IN SUCH A FASHION SO AS TO AVOID INTERFERENCE WITH HVAC DUCTWORK AND/OR OTHER OBSTRUCTIONS.

5. FLOOR DRAINS & CLEAN OUTS

SHALL HAVE ADJUSTABLE TYPE

7. ALL PLUMBING TO BE INSTALLED IN STRICT ACCORDANCE WITH THE 2004 EDITION OF THE ILLINOIS PLUMBING CODE.

TAG	CW	HW	WASTE	VENT	TRAP	
WC	1"	_	4"	2"	3"	
LAV	1/2"	1/2"	1/2"	1 1/4"	1 1/4"	
UR	3/4"	_	1 1/2"	1 1/2"	1 1/2"	
FD	_	_	3"	3"	3"	
DF			1 1/2"	1 1/4"	1 1/4"	
MB	3/4"	3/4"	1 1/2"	1 1/2"	1 1/2"	
EWC	1/2"	_	1 1/4"	1 1/4"	1 1/4"	

PLUMBING FIXTURE PIPING SCHEDULE

WASTE	E & VENT PIPING LEGEND
SAN	SANITARY SEWER PIPE (BURIED)
——————————————————————————————————————	SANITARY WASTE PIPING (ABOVE GROUND)
V	VENT PIPING (BURIED)
V	VENT PIPING (CLOSE TO CEILING)
FD-1	FLOOR DRAIN (TOILET ROOM)
FD-2	FLOOR DRAIN (MECHANICAL EQUIPMENT)
FD-3	FLOOR DRAIN (JANITOR'S CLOSET)
CO-1	CLEAN OUT (EXTERIOR WALL)
CO-2	CLEAN OUT (INTERIOR FLOOR)
DOMES	TIC WATER PIPING LEGEND
====W====3	WATER SERVICE MAIN DIDING (PUDIED)
	WATER SERVICE MAIN PIPING (BURIED)
CW	DOMESTIC COLD WATER PIPING
	` ` `
CW	DOMESTIC COLD WATER PIPING
CW	DOMESTIC COLD WATER PIPING DOMESTIC HOT WATER PIPING
	DOMESTIC COLD WATER PIPING DOMESTIC HOT WATER PIPING IN-LINE DOUBLE CHECK VALVE (60" AFF MAX.)
	DOMESTIC COLD WATER PIPING DOMESTIC HOT WATER PIPING IN-LINE DOUBLE CHECK VALVE (60" AFF MAX.)

GENERAL PLUMBING NOTES

- 1. THE PLUMBING DRAWINGS ARE DIAGRAMMATIC AND NOT INTENDED FOR EVERY STRUCTURAL DIFFICULTLY THAT MAY BE ENCOUNTERED.
- 2. PROVIDE 12" AIR CHAMBERS AT ALL FIXTURES AND 24" AT ALL RISERS.
- 3. VENT PIPING SHALL BE PVC
- 4. WASTE PIPING SHALL BE PVC
- 5. ALL PLUMBING FIXTURES SHALL HAVE THEIR OWN VENT OR SHARE A COMMON VENT ON BACK TO BACK INSTALLATION.
- 6. ALL PIPING TO BE SUSPENDED FROM STRUCTURAL MEMBERS FOR 1" DIAMETER OR LESS, USE EITHER SOLID OR SPLIT RING TYPE HANGERS FOR LARGER PIPE, USE STANDARD WEIGHT CLEVIS TYPE HANGER . ALL HANGERS SHALL BE SPACED NO MORE THAN 8'-0" ON CENTER.
- 7. ALL DOWNSPOUTS FROM ROOF TO BE CONNECTED AS DIRECTED BY CITY SEWER DEPARTMENT
- 8. THE PLUMBING CONTRACTOR SHALL VERIFY ALL INVERTS PRIOR TO THE
- INSTALLATION OF NEW WORK. 9. ALL HOT AND COLD WATER PIPING TO BE INSULATED WITH 1" FIBERGLASS.
- 10. PROVIDE APPROVED STOP VALVES ON ALL WATER SUPPLY BRANCHES TO ALL FIXTURES.
- 11. HOT AND COLD DOMESTIC WATER PIPING TO BE SEAMLESS COPPER WATER TUBE ASTM B88 TYPE OR TYPE "L" HARD COPPER (DRAWN TEMPER). 12. VALVES (2" OR SMALLER) SHALL BE ALL BRONZE, SCREWED ENDS (SWEAT TYPE ENDS FOR COPPER).
- 13. THE PLUMBING CONTRACTOR TO PROVIDE ALL SERVICES AND PAY FOR ALL PERMITS AND TESTS.
- 14. Furnish the owner with one (1) year guarantee on all WORK AND EQUIPMENT FROM DATE OF FINAL ACCEPTANCE. 15. ALL VENTS THROUGH ROOF SHALL BE 10'-0" FROM ALL AIR INTAKES, EVAPORATIVE COOLERS, ETC.
- 16. CONTRACTOR SHALL NOT CUT HOLES IN STRUCTURAL ELEMENTS AND FINAL LAYOUT OF TOILET PARTITIONS.



REVISIONS BY

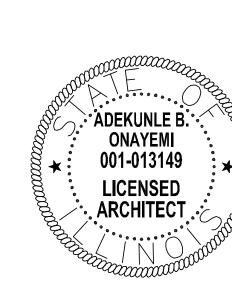
S l ann, eng

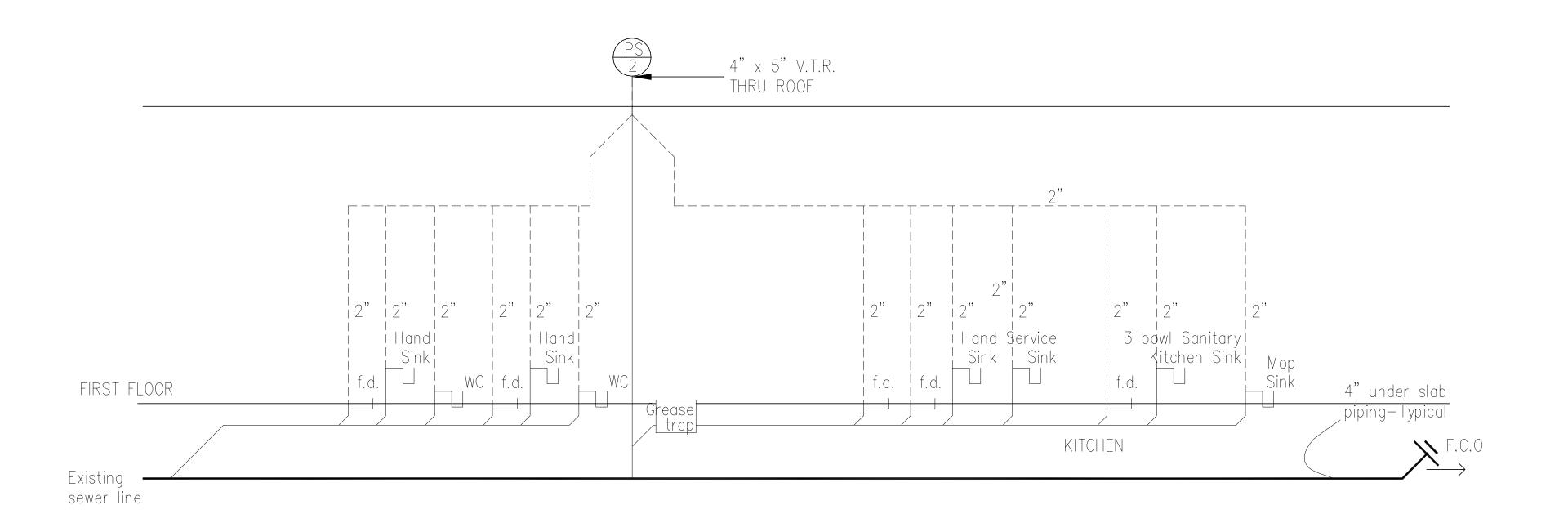


 \Rightarrow staurant se Road is 6042 D D C C T I Proposed cerior Bui Waffle LaGre t, Illi Crepe 1997 Frankf

> plumbing notes

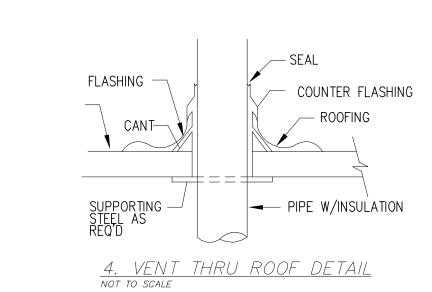
DRAWN SFD CHECKED A M U FILE NAME CREPESWAFFL DATE 08/08/23 PROJECT NO. CREPESWAFFL SHEET P2







PLUMBING DIAGRAMS AND DETAILS P-3 THERMAL EXPANSION PUMP WATER P-2 WATER P-2 WATER PAD FLOOR 1. FLOOR MOUNTED WATER HEATER DETAIL NOT TO SCALE



FIXTURE UNITS (FU)

FIXTURE	ABBRE.	FU	REMARKS
WATER CLOSET	WC	5	FLUSH TANK, PRIVATE
LAVATORY	LAV	5	FAUCET, PRIVATE
SHOWER	SH	4	MIXING VALVE
BATH TUB	ВТ	4	FAUCET
	WT	2	FAUCET
WASHER	W	0	AUTOMATIC, PRIVATE
KITCHEN SINK	KS	3	FAUCET
SINK	S	5	FAUCET

3" AND SMALLER TYPE L COPPER PIPE AND SOLDER FITTINGS.

P-3 THERMAL EXPANSION PUMP I. PLUMBING CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS WHICH MAY AFFECT THE PERFORMANCE OF HIS WORK PRIOR TO BIDDING. NO ALLOWANCE WILL BE MADE FOR ADVERSE CONDITIONS WHICH WERE ASCERTAINABLE PRIOR TO AWARD OF CONTRACT. ALL PLUMBING WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS STATE PLUMBING CODE AND LOCAL ORDINANCES. 2. THE DRAWINGS ARE DIAGRAMMATIC AND ARE INTENDED ONLY TO CONVEY THE DESIGN OBJECTIVES. IT SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL MATERIALS, EQUIPMENT, AND LABOR

INTENDED ONLY TO CONVEY THE DESIGN OBJECTIVES. IT SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL MATERIALS, EQUIPMENT, AND LABOR NECESSARY TO FURNISH AND INSTALL A COMPLETE AND OPERATING PLUMBING SYSTEM WHICH IS ACCEPTABLE TO THE OWNER.

3. PLUMBING CONTRACTOR SHALL FURNISH AND INSTALL NEW FIXTURES AT INDICATED AREAS, FLOOR DRAINS AS REQUIRED, DRAIN, WASTE & VENT PIPING INSULATION, AND ALL ACCESSORIES AND FASTENERS REQUIRED FOR A COMPLETE JOB.

4. TEST AND CLEAN PIPING IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS PLUMBING CODE. TEST WATER SUPPLY PIPING HYDROSTATICALLY AT 100 PSIG FOR A PERIOD OF 2 HOURS WITH LESS THAN 2 % PRESSURE LOSS. FLUSH AND STERILIZE WATER SUPPLY PIPING WITH 200 ppm CHLORINE SOLUTION. SMOKE TEST DRAIN AND VENT PIPING AT NO NO GREATER THAN 10" wc PRESSURE.

5. THIS DRAWING INDICATES BASE BUILDING REQUIREMENTS ONLY.

6. WATER SUPPLY ALL HOT WATER PIPING SHALL BE TYPE 'K' COPPER. ALL SHOWER VALVES SHALL BE "NON-SCALD" TYPE. ALL BRANCH SUPPLY PIPING SHALL BE 1/2" UNLESS NOTED OTHERWISE ALL FIXTURE SUPPLY PIPING SHALL HAVE AIR CHAMBERS. ALLWATER DISTRIBUTION PIPING SHALL BE COPPER OR GALVANIZED STEEL PIPE.

7. WASTE PIPING ALL WASTE AND VENT PIPING UP TO 3" DIAMETER SHALL BE PVC.

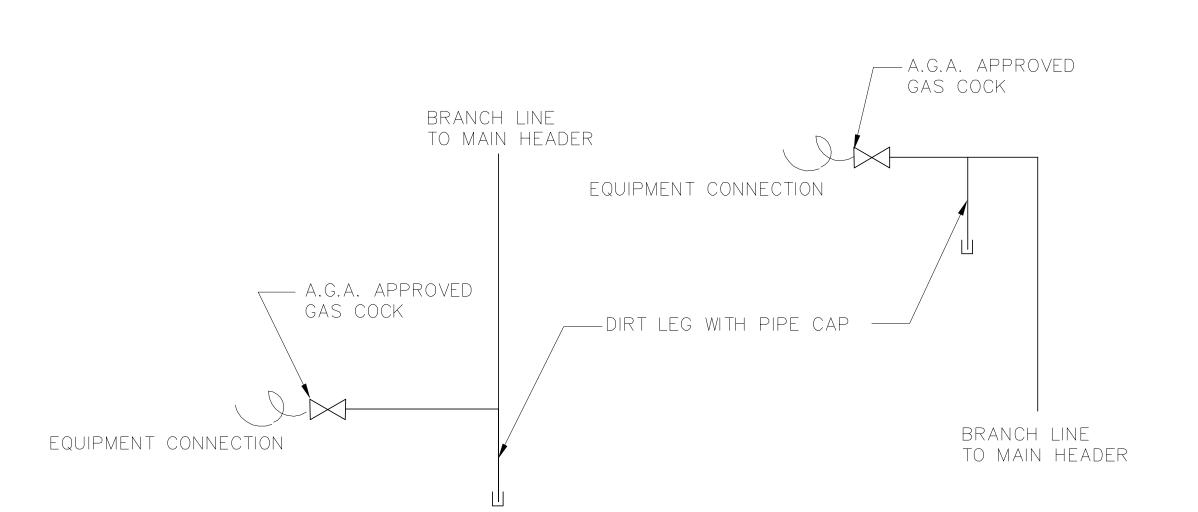
8. WATER HEATER

WATER HEATER TO COMPLY W/ ASHRAE STANDARD NO. 90
OF BOCA AND ILLINOIS DEPT. OF ENERGY & NATURAL
RESOURCES 1986, PUBLIC ACT 84-276 PROVIDE ASME T &
P SAFTY VALVE, EXPANSION TANK AND VACUUM BREAKER
FOR EACH WATER HEATER ROUTE T&P SAFTY VALVE
DRAIN LINE SEPATELY TO FLOOR DRAIN

WASTE & VENT PIPING LEGEND

SYMBOLS	DESCRIPTION	ABBREV.
	WATER CLOSET	WC
	LAVATORY	LAV
	KITCHEN SINK	KS
	SHOWER	SH
\Box	BATH TUB	BT
	WASHER	W
	DRYER	D
	COLD WATER	CW
	HOT WATER	HW
	HOT WATER RETURNS	HWR
нwн	HOT WATER HEATER	HWH
SAN	SANITARY SEWER PIPE	S
W	SANITARY WASTE PIPING	W
	CHECK VALVE	CNV
	GATE VALVE	GV
	VENT PIPING	V
FD-1	FLOOR DRAIN	FD-1
——Ю	CLEAN OUT	CO-1





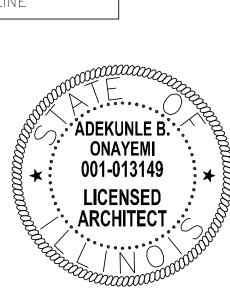
PLUMBING NOTES

- 1. CONTRACTOR SHALL VERIFY DEPTH, SIZE AND LOCATION OF ALL EXISTING UTILITIES IN THE FIELD BEFORE STARTING WORK.
- 2. CONTRACTOR SHALL COORDINATE INSTALLATION OF PLUMBING WORK WITH OTHER TRADES. TRADES.
- 3. ALL PLUMBING WORK SHALL CONFORM TO THE LATEST LOCAL STATE, AND ANY OTHER APPLICABLE NATIONAL CODES.
- 4. ALL PLUMBING WORK TO BE INSTALLED BY A PLUMBING CONTRACTOR LICENSED BY THE AUTHORITY HAVING JURISDICTION.
- 5. SOIL AND WASTE PIPE SHALL SLOPE 2% MINIMUM UNLESS OTHERWISE NOTED.
- 6. PLUMBING CONTRACTOR SHALL FURNISH AND INSTALL BACKFLOW PROTECTION DEVICES REQUIRED BY THE AGENCIES HAVING JURISDICTION.
- 7. ALL FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS.

8. ALL PATCHING, REPAIRING, AND CUTTING SHALL BE CONDUCTED IN A WORKMANLIKE

- MANNER. CONTRACTOR SHALL USE NEW MATERIAL OF SIMILAR GRADE AND QUALITY TO MATCH EXISTING.
- 9. DOMESTIC WATER PIPING ABOVE GROUND TO BE TYPE "L" COPPER. BELOW GROUND OR OUTSIDE THE BUILDING, TYPE "K" COPPER.
- 10. SOIL AND WASTE PIPING BELOW GRADE TO BE SERVICE WEIGHT COATED CAST IRON HUBLESS PIPE AND FITTINGS USING NEOPRENE SEACS.
- 11. ABOVE GRADE WASTE AND VENT PIPING TO BE HUBLESS CAST IRON OR COPPER.
- 12. INSULATE DOMESTIC HOT AND COLD WATER PIPING WITH 3/4" THICKNESS AEROTUBE BY JOHNS—MANVILLE OR APPROVED EQUAL.
- 13. INSTALL SHUT—OFF VALVES ON ALL HOT AND COLD WATER LINES. ALL EXPOSED HOT AND COLD WATER LINES TO BE CHROME PLATED.
- 14. ALL BRANCH WATER LINES TO BE 3/4"ø unless otherwise noted. All drops to be 1/2"ø unless otherwise noted.

	LEGEND
W.C.	WATER CLOSET
LAV.	LAVATORY
C.O.	CLEANOUT
W.C.O.	WALL CLEANOUT
F.D.	FLOOR DRAIN
H.D.	HUB DRAIN
H.S.	HAND SINK
M.S.	MOP SINK
3CS	3 COMPARTMENT SINK
F.P.H.B.	FREEZEPROOF HOSE BIB
V.T.R.	VENT THRU ROOF
W/H	WATER HEATER
D/F	DRINKING FOUNTAIN
W.T.S.	WATER TREATMENT SYSTEM
N.T.S.	NOT TO SCALE
C.W.	COLD WATER LINE
H.W.	HOT WATER LINE
F.W.	FILTERED WATER LINE



plumbing schematic

REVISIONS BY

 \mathcal{O}

ociat anners

 \approx

S J

amu , engin

c h

 \mathbb{Z}

EPHON

 $oldsymbol{\perp}$

staurant se Road is 6042

D D C

Waffle LaGre t, Illi

Crepe 1997 Trankf

Proposed terior Build

DRAWN

SFD

CHECKED

AMU

FILE NAME

CREPESWAFFLE

DATE

08/08/23

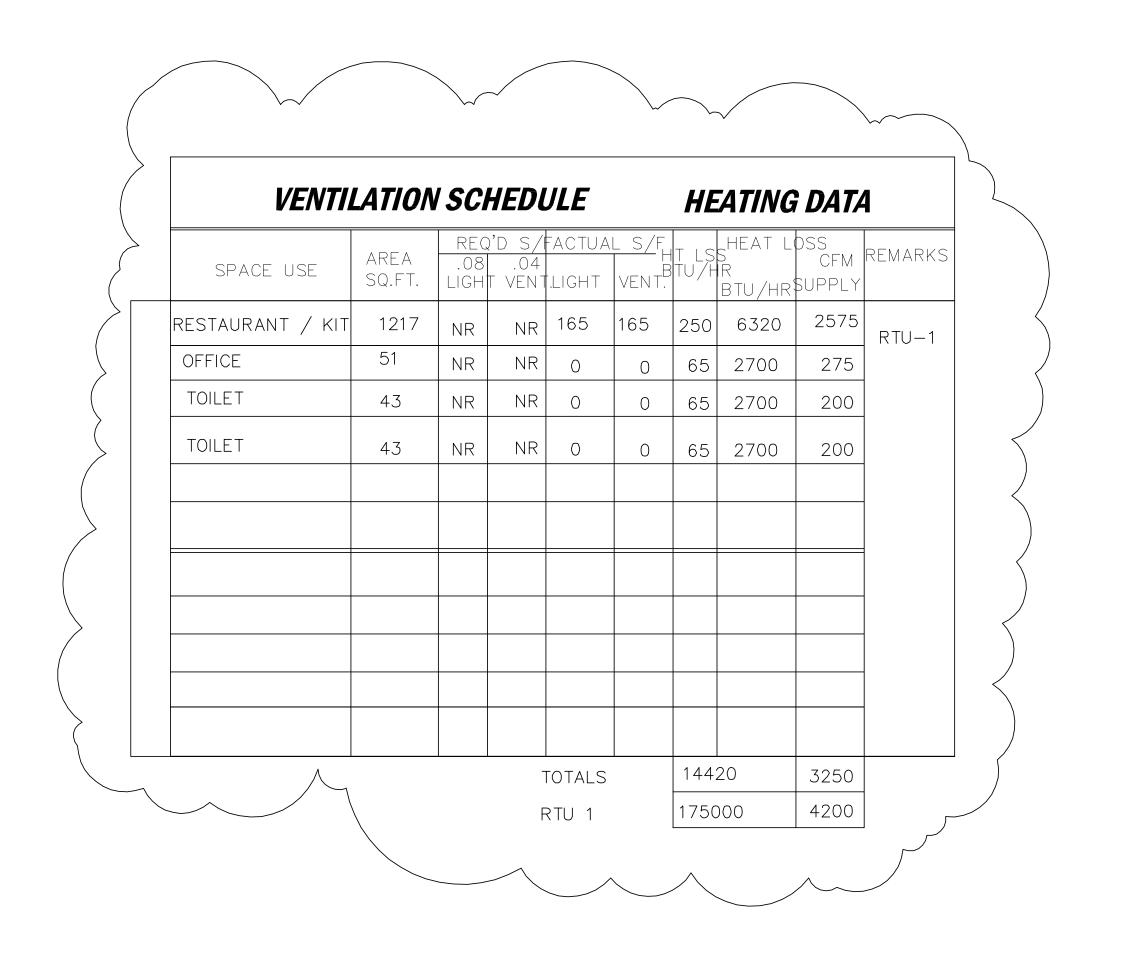
PROJECT NO.

CREPESWAFFLE

SHEET

P3

NO SCALE

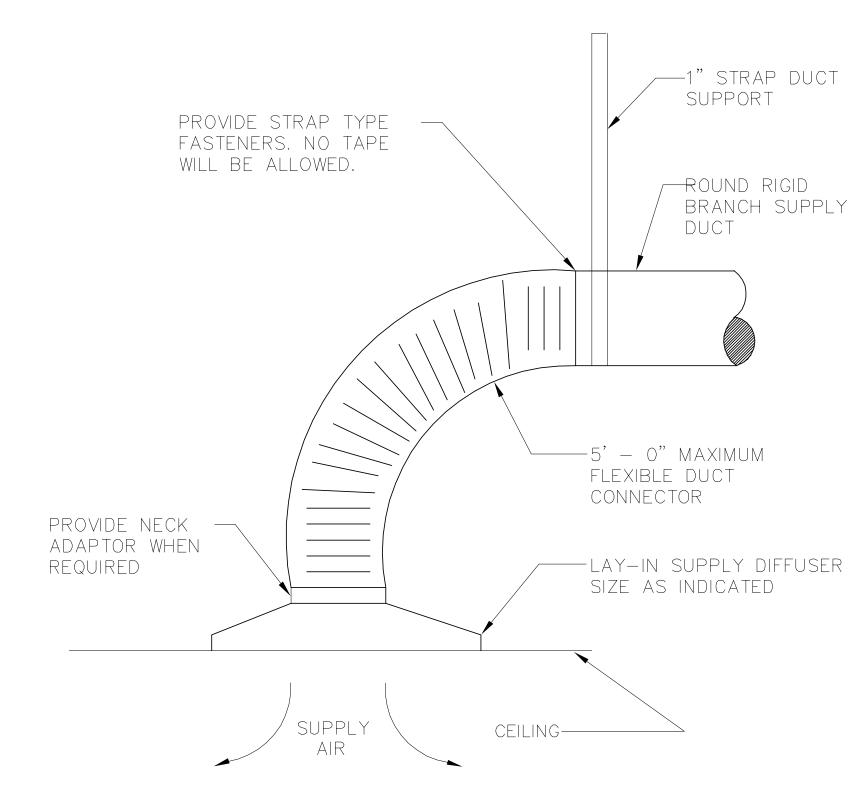


MECHANICAL NOTES

- 1. ALL WORK SHALL COMPLY WITH ALL LOCAL, STATE, AND NATIONAL CODES.
- 2. ALL EQUIPMENT TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- 3. ALL PATCHING, REPAIRING, AND CUTTING SHALL BE CONDUCTED IN A WORKMANLIKE MANNER. CONTRACTOR SHALL USE NEW MATERIAL OF SIMILAR GRADE AND QUALITY TO MATCH EXISTING.
- 4. ALL NEW DUCTWORK SHALL BE SHEET METAL. DUCT TO BE INSTALLED AND CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS".
- 5, FRESH AIR INTAKES TO BE A MINIMUM OF 15'-0" FROM ANY EXHAUST OR Other contaminant source.
- 6. NOISE LEVEL OF MECHANICAL EQUIPMENT IS NOT TO EXCEED 55 DBA AT THE LOT LINE.
- 7. BALANCE ALL SUPPLY, EXHAUST, OUTSIDE AND RETURN AIR SYSTEMS TO THE FLOWS INDICATED ON THE DRAWINGS, USE AN INDEPENDENT TEST AND BALANCE AGENCY CERTIFIED BY THE ASSOCIATED AIR BALANCE COUNCIL FOR THIS WORK.
- 8. INSULATE ALL DUCTS WITH 1" THICK 1-1/2 LB, DENSITY FIBERGLASS DUCT INSULATION
- 9, SET DUTSIDE AIR INTAKE AT 15% MINIMUM AND LOCK IN POSITION.
- 10. AN APPROVED SMOKE DETECTOR SHALL BE INSTALLED IN THE RETURN AIR DUCT. UPON ACTIVATION, THE SMOKE DETECTOR SHALL SHUT DOWN THE SUPPLY AIR UNIT. COORDINATE THIS WORK WITH THE ELECTRICAL CONTRACTOR.
- 11. MECHANICAL CONTRACTOR TO PROVIDE THERMOSTATS FOR INSTALLATION BY ELECTRICAL CONTRACTOR.
- 12. GAS PIPING TO BE SCH 40 BLACK STEEL, EXTERIOR PIPING TO BE PRIMED AND PAINTED.
- 13. CONTRACTOR SHALL REMOVE ANY EXPANSION VALVES, DEVICES AND CONNECTIONS FOR REFRIGERANTS FROM THE AIR STREAM.

MECHANICAL LEGEND

- A EXISTING RTU TO REMAIN. DISTRIBUTION BY AND LARGE WILL REMAIN UNCHANGED. SEE PLAN FOR NEW V EXIST SUPPLY AND RETURN AIR VENTS.
- B NEW S.S. HOOD W/ ANSIL SYSTEM AND EXHAUST AND MAKE-UP AIR AS SHOWN (BY HOOD CONTRACTOR)
- C TITUS PAS PERFORATED DIFFUSER 24"x24" MODULE SIZE #25 OFF WHITE FINISH BORDER TYPE 3 LAY-IN, NECK SIZE AS INDICATED W/ AG-75 OPPOSED BLADE DAMPER.
- D TITUS PAR PERFORATED RETURN DIFFUSER 24"x24" MODULE SIZE 22"x22" SQUARE NECK.
- E TITUS MODEL 8R PERFORATED GRILL 24"x8" W/ AG-35 OPPOSED BLADE DAMPER.



TYPICAL SUPPLY DIFFUSER CONNECTION NO SCALE

REVISIONS BY

associates, p.c

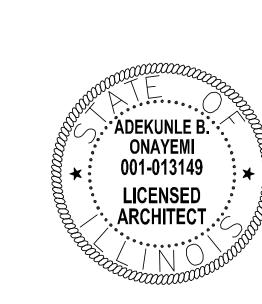
Steven annu & associarchitects, engineers & plannerRANKFORT ILLINOIS 60423

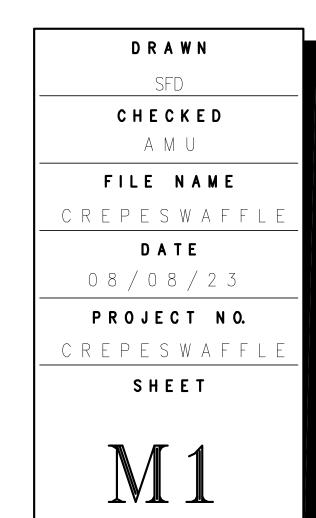
TELEPHONE:

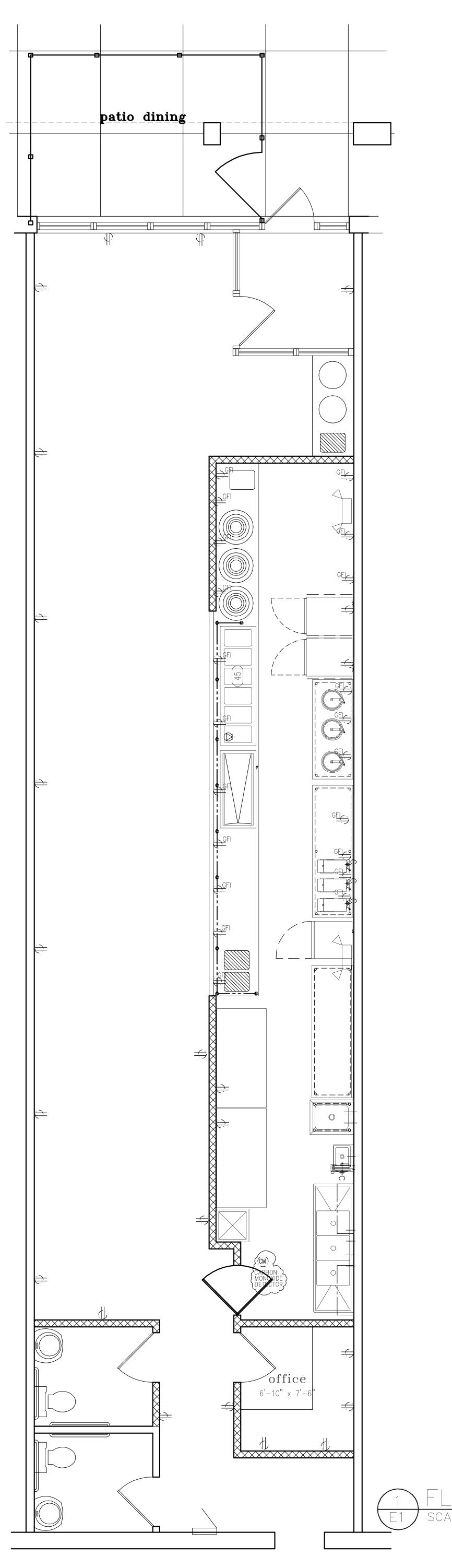
Proposed Interior Buildout

Crepe & Waffle Restaurant 19977 S LaGrange Road
Frankfort, Illinois 60423

floor plan (mechanical







LIGHT FIXTURE SCHEDULE					
FIXTURE TYPE	MFR/MODEL NO.	LAMP TYPE & NO.	REMARKS		
HX F	FLOOD LIGHT BY LUMARK #MHMK-Y76-100-MT-WH- F1-OA1016-LL-VS/WK EXTERIOR WALL BRKT.	1-100WATT/WH			
#3	BATTERY OPERATED BUILDING STD. EXIT SIGN	BUILDING STD.	DIRECTIONAL LIGHT FIXURE		
#9	BATTERY OPERATED BUILDING STD. EXIT SIGN	BUILDING STD.	DIRECTIONAL LIGHT FIXURE		
	BUILDING STADARD BATTERY OPERATED EMERGENCY LIGHT	BUILDING STD.	DIRECTIONAL LIGHT FIXURE		
	METALUX #2G432A-120V EB82-GL	BUILDING STD. 4-F40T12 R5	PLENUM APPRVD. — securely fastened by mechanical means (bolts, screws, rivets etc.) identified for use with type of ceil. framing member and luminaire		

STORAGE BATTERIES All batteries used shall be of a suitable rating and capacity to maintain the required load for a period of $1-\frac{1}{2}$ hrs. min. w/out voltage applied falling below 87 $\frac{1}{2}$ % of normal. The said batteries shall be subject to approval by local fire authority.

E	L	E	\bigcirc	T	R	\bigcirc	A		K	

CEILING INCANDESCENT 🗎 120 V. DUPLEX DUTLET ÷ 220 V. DUTLET

RECESSED INCANC. 24" X 24" RECESSED AIR DIFFUSER

24" X 24" RECESSED FLUORESCENT FIXTURE WALL MOUNT INCAN

← SINGLE POLE SWITCH **⇔**[™] THREE WAY SWITCH EXHAUST FAN

TELEPHONE OUTLET X EXIT SIGN JUNCTION BOX

THERMOSTAT

⇔^a DIMMER

(B) DOOR BELL

-S SPEAKER DUTLET

 $M\Box T\Box R$ SMOKE DETECTOR * LOCATION BY OWNER E EXISTING DEVICE REMOVE OR RELOCATE

PROVIDE RECESSED INCAND. LIGHT FIXTURE WITH SOLID LENS OR FLUORESCENT IN ALL CLOSETS 2'-0" DEEP OR LESS. FIRE AND SMOKE DETECTORS SHALL BE HARDWIRED AND INTER-CONNECTED FOR SIMULTANEOUS ACTUATION, PROVIDE MINIMUM OF

ONE DETECTOR PER FLOOR OR AS SHOWN ON PLAN. ALL ELECTRICAL INSTALLATION SHALL BE PER THE NATIONAL ELECTRIC CODE AND PER ANY LOCAL ORDINANCES. ÁALL CONDUCTORS SHALL BE INSTALLED IN METALLIC RACEWAYS FOR EXCEPTIONS SEE ARTICLE 352.10 (B) (D) (E) AND (G) N.E.C. ALL DUTLETS WITHIN 5 FT DF WATER SHALL BE GFCI AND WHEN IN PLENUM AREAS SHALL BE IN CONDUIT OR RACEWAY

- CONTRACTOR SHALL REVIEW SPECIAL REQUIREMENT ON SCHEDULE.
- ADJUSTMENTS FOR ANY CHANGES IN PLAN SHOWN DUE TO ADDITIONAL REQUIREMENTS SUCH AS SIDE VESTIBULES, LOCAL CODES, ETC.

- ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, (NEC),

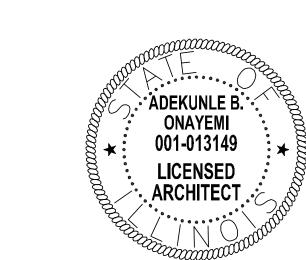
- 1. ALL LIGHTING FIXTURES SHALL BE 120 VOLT UNLESS NOTED OTHERWISE.
- OF .125". PATTERN A-12 ACRYLIC PRISMATIC LENS. 5. WHENEVER APPLICABLE THE INCANDESCENT LIGHTING FIXTURES SHALL

GENERAL ELECTRICAL NOTES:

- GROUNDING CONDUCTOR SIZED AS PER NEC 250-95.

EXIT-DIRECTIONAL SIGNS					
CODE NO.	DESCRIPTION	CODE NO.	DESCRIPTION	CODE NO.	DESCRIPTION
		SINGLE	E — FACE		
1	FIRE ESCAPE	2	STAIR(S)/STAIRWAY	3	EXIT
4	FIRE ESCAPE	5	STAIR(S)/STAIRWAY	6	EXIT
7	FIRE ESCAPE	8	STAIR(S)/STAIRWAY	9	EXIT
10	FIRE ESCAPE	11	STAIR(S)/STAIRWAY	12	EXIT
		DOUBL	E - FACE		
13	FLUSH OR RECESSED	14	TRIANGLE *	15	ELEVATOR
16	FIRE ESCAPE	17	STAIR(S)/STAIRWAY	18	EXIT
19	FIRE ESCAPE	20	STAIR(S)/STAIRWAY	21	EXIT
22	FIRE ESCAPE	23	STAIR(S)/STAIRWAY	24	EXIT
SHOW THE FACES WITH THE PROPER ANGLE OF THE FACE AND FACE NUMBER (1, 2, OR 3.)					





floor plan (electrical)

Proposed Interior Buildout

REVISIONS BY

DRAWN
SFD
CHECKED
A M U
FILE NAME
CREPESWAFFLE
DATE
08/08/23
PROJECT NO.
CREPESWAFFLE
SHEET

At Crepology, our journey is fueled by an unwavering passion for culinary innovation and a relentless dedication to crafting extraordinary dining experiences. With boundless enthusiasm and a commitment to excellence, we have poured our hearts and souls into developing a concept that redefines the crepe and waffle cafe experience. Every aspect of Crepology, from our unique menu offerings to our warm and inviting ambiance, reflects our fervent dedication to creating a culinary destination that delights the senses and nourishes the soul. Join us on this exciting adventure as we share our love for exceptional food and hospitality with the community of Frankfort, IL, and beyond.

1. Executive Summary:

Crepology is a unique crepe and waffle cafe located in Frankfort, IL, offering a diverse range of gourmet crepes, waffles, and specialty beverages. Our signature items include The Bouquet, The Brick, and The Bowl, catering to customers looking for a delicious and innovative dining experience. With a prime location, competitive pricing, and a focus on quality ingredients and exceptional customer service, Crepology aims to become a beloved destination for locals and visitors alike.

2. Business Description:

Crepology is a crepe and waffle cafe offering a variety of sweet and savory options to cater to diverse tastes. Our menu features signature items such as The Bouquet, a creative twist on traditional crepes, The Brick, hearty and satisfying waffles, and The Bowl, innovative deconstructed crepes and waffles served in a bowl format. In addition to our core offerings, we provide a selection of espresso drinks, ice cream, smoothies, and milkshakes to complement the dining experience.

**3. Market Analysis: **

Frankfort, IL, is a vibrant community with a thriving food scene and a discerning clientele seeking unique dining experiences. Crepology aims to capitalize on this market demand by offering gourmet crepes and waffles crafted with premium ingredients and innovative flavors. With limited direct competition in the area, Crepology has the opportunity to establish itself as the go-to destination for indulgent yet affordable treats.

4. Marketing Strategy:

Crepology will employ a multifaceted marketing approach to attract customers and build brand awareness. This will include targeted social media campaigns, local advertising, strategic partnerships with nearby businesses, and participation in community events and festivals. Additionally, Crepology will leverage customer loyalty programs and special promotions to incentivize repeat visits and generate word-of-mouth referrals.

5. Operations Plan:

Crepology will operate seven days a week, with extended hours on weekends to accommodate peak dining times. Our team will consist of experienced chefs and friendly staff trained to deliver efficient

service and ensure a memorable dining experience for every customer. With a focus on cleanliness, efficiency, and quality control, Crepology will maintain high standards in food preparation, presentation, and customer service.

6. Financial Projections:

Based on market research and projected sales figures, Crepology anticipates steady revenue growth in its first year of operation. With an average ticket price of \$14.99 for signature crepes and waffles, along with additional revenue streams from specialty beverages and desserts, Crepology aims to achieve profitability within the first year. Operating expenses, including rent, utilities, labor, and ingredient costs, have been carefully accounted for to ensure financial sustainability.

7. Conclusion:

Crepology is poised to become a beloved culinary destination in Frankfort, IL, offering a unique and flavorful selection of gourmet crepes, waffles, and specialty beverages. With a commitment to quality, innovation, and exceptional customer service, Crepology is primed for success in the competitive food service industry. We look forward to delighting customers and contributing to the vibrant local dining scene.

Number of Employees:

8-12 employees

Hour of Operations:

Monday- Thursday: 9:00am-10:00pm

Friday- Sunday: 9:00a- 11:00pm

Locations:

19977 S Lagrange Rd

Frankfort IL, 60423



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 hospiness (UII) NAT impact the deneral
N	The business will not impact the general selfare, public health, morals or safety.
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 business will not impact any of the property values of the surrounding areas,
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 property has orderly development for many years, we are trying to fill a vacant space.
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. The exterior architectural is pust the village of the code. Signage. The will be placed with village.

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

The plaza is already established.

J. . .

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.

The business is located on Labrange with

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.

The business will conform to village code



Findings of Fact Commissioner Evaluation Form - Special Use Permit

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. No special use shall be recommended by the Plan Commission unless all the following findings are made.

	STANDARD	NOTES	MEE	TS
a.	That the establishment, maintenance or			
	operation of the special use will not be		YES	NO
	detrimental to, or endanger, the public health,			
	safety, morals, comfort or general welfare.			
b.	That the special use will not be injurious to the			
	use and enjoyment of other property in the		YES	NO
	immediate vicinity for the purposes already			
	permitted, nor substantially diminish and impair			
	property values within the neighborhood.			
c.	That the establishment of the special use will not			
	impede the normal and orderly development and			
	improvement of the surrounding property for		YES	NO
	uses permitted in the district.			
d.	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		YES	NO
	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.			

e.	That the adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.	YES	NO
f.	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.	YES	NO
g.	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.	YES	NO



Project: Vandenberg Residence

Meeting Type: Workshop

Request: Four (4) Zoning Variations (pertaining to the lot width, depth, area, and rear setback)

Location: 890 Glenbarr Ln.

Applicant: Vandenberg Construction LLC

Prop. Owner: Vandenberg Construction LLC

Representative: Trace Vandenberg of Vandenberg Construction LLC

Site Details

Lot Size: 20,813 sq. ft.

PIN: 19-09-25-402-008-0000

Existing Zoning: E-R **Proposed Zoning:** E-R

Buildings / Lots: 1 building / 1 lot Total Sq. Ft.: 3,575.59 sq. ft.

Unresolved Items: Tree preservation plan for the 1 hackberry

on site that is proposed for removal and confirmation on the proposed building material, building height, and lot coverage

(although seemingly complies).

Adjacent Land Use Summary:

	Land Use	Comp. Plan	Zoning
Subject Property	Residential	Single-Family	E-R
North	Residential	Single-Family	E-R
South	Residential	Single-Family	E-R
East	Residential	Single-Family	E-R
West	Residential	Single-Family	E-R



Project Summary

The applicant/property owner, Vandenberg Construction LLC, is proposing to construct a 3,575.59 sq. ft single-family house on the 20,819.30 sq. ft. lot located in the E-R Estate Residential District. The subject lot is identified as Lot 82 in the Aurthur T. McIntosh and Company's Prestwick Unit Number 5, Frankfort, Illinois (PIN: 19-09-25-402-008-0000). Staff has identified the address assignment for the lot as 890 Glenbarr Ln., which is subject to the approval of the Will County 9-1-1 office.

The subject property currently sits vacant and has existing non-conformities related to its lot size, lot width, and lot depth. To construct on the existing non-conforming lot, the applicant must request variations related to the *Table of Density, Dimensions, and Other Standards for Residential Districts* that is located in the Village of Frankfort Zoning Ordinance (Article 6, Section B, Part 1). To meet the minimum gross floor area that is required in the E-R Estate Residential District and to accommodate a ranch style house, the applicant proposes to encroach into the rear yard setback.

Attachments

- 1. Aerial Image from Will County GIS
- 2. Plat of Survey/Site Plan received 4.11.24
- 3. Tree Survey received 4.30.24
- 4. Contractor Proposal from Precise Tree Care received 3.1.24
- 5. Staff Site Visit Photographs taken 5.1.24
- 6. Architectural Plans (including a schematic site plan and a colored rendering) received 4.11.24
- 7. Prestwick Unit Number 5 Plat date of recordation 8.20.69
- 8. Variations Findings of Fact Form with Applicant Responses received 3.1.24
- 9. Variations Findings of Fact Form for Commissioners

Analysis –

Staff offers the following points for discussion:

- 1. The applicant is requesting the following variations to construct a 3,575.59 sq. ft. single-family house on the 20,819.30 sq. ft. lot located in the E-R Estate Residential District:
 - To reduce the required rear yard setback for the primary structure from 40' to 30.93' (Article 6, Section B, Part 1).
 - o To reduce the minimum lot width from 150' to 121.15' (Article 6, Section B, Part 1).
 - o To reduce the minimum lot depth from 267' to 223.17' (Article 6, Section B, Part 1).
 - o To reduce the minimum lot area from 40,000 sq. ft. to 20,819.30 sq. ft. (Article 6, Section B, Part 1).
- 2. The Zoning Ordinance states that all development in the E-R estate residential district requires a minimum lot size of 40,000 square feet, 150' lot width and 267' lot depth. The existing lot, as it currently sits, does not conform with these minimum lot requirements (see the below table of dimensional requirements); thus, the applicant is requesting three variances in relation to these minimum lot requirements prior to constructing any development on the lot.
- 3. Staff notes that the Prestwick Subdivision was annexed into the Village of Frankfort after the Subdivision had already been platted while it was under Will County jurisdiction. Prestwick Unit Number 5 was platted in 1969 and then was annexed into the Village of Frankfort in 1989 (Ordinance No. 1288). The Prestwick Unit Number 5 plat is attached to this staff report for reference.
- 4. The subject lot has an existing 75' wide pipeline easement which occupies approximately 61' of the west side of the lot. The applicant does not propose the construction of the house in the easement but does propose that the driveway be within the easement.
- 5. To meet the minimum gross floor area that is required in the E-R Estate Residential District and to accommodate a ranch style house, the applicant proposes to encroach 9.7' into the required 40' rear yard setback. If the applicant were to meet the rear yard setback requirement, then the proposed house would not meet the minimum gross floor area requirement.
- 6. The applicant initially submitted a contractor's quote for tree removal which identified a Hackberry tree is planned for removal. Staff requested a tree survey to confirm the tree preservation requirements are met since Hackberry trees are listed as preservation trees. The applicant completed and submitted the tree survey; however, the tree survey does not show that a hackberry is on site (it is instead noted as "Cottonwood"). Both the contractor's quote and the tree survey were completed by licensed professionals. Staff confirmed with the Village's certified arborist that the tree proposed for removal is in

fact a Hackberry tree; the Village's certified arborist also noted that the subject tree is in poor condition. Staff is working with the applicant to provide proper mitigation as required by the Landscape Ordinance (the requirement is to provide a replacement tree that is the same caliper size as the removed preservation tree).

- 7. The subject house style is interpreted as a Prairie Style house, which is the house style that the Zoning Ordinance provides relief to in relation to an 8/12 roof pitch. Staff's site visit photos which are attached to this staff report show that the Prestwick Subdivision consists of a variety of house styles.
- 8. The proposed architectural elevation seems to comply with the full masonry requirement listed in the Zoning Ordinance (Article 6, Section B, Part 2(g)(2)). Staff requested confirmation that the brick and stone proposed on the home would be full-dimensional. The applicant stated that the proposed material is full dimensional; however, the plans reflect a "veneer" type construction. Staff has requested that the owner and/or architect confirm that the proposed materials will meet the full masonry requirement via samples/specification sheets/revisions to the architectural plans.
- 9. The proposed patio depicted on the submitted site plan will be reviewed during the Building Permit review process; staff notes that there are no variations necessary for the patio as the required setbacks for a patio will be met and the impervious surface calculation that has been provided includes the proposed patio.

Table of dimensional requirements (please see the comment section for details on what items need a variation or clarification):

	E-R Estate Residential		
	District Requirement	Subject Property	Comments
Minimum Lot Size	40,000 SF	20,819.30 SF	Needs a Variation
Minimum Lot Width	150'	121.15'	Needs a Variation
Minimum Lot Depth	267'	223.17'	Needs a Variation
Minimum Required Yards (Setbacks)	40' (front yard)25' ea. (interior side yards)40' (rear yard)	 40' (front yard) 25' (north interior side yard) 61' (south interior 	CompliesCompliesCompliesNeeds a
		side yard) • 30.93' (rear yard)	Variation (rear yard)
Maximum Height	40'	Approx. 24' 1.5"	Approx. 24' 1.5" (Complies, but staff has requested confirmation of the exact height)
Maximum Lot Coverage	20%	17%	Complies (Complies, but staff has requested confirmation if the roof eaves that measure 2' in length are included, if any)
Maximum Impervious Coverage	30%	20.7% (including the proposed patio)	Complies
Maximum Rear Yard Coverage	20%	4.8%	Complies
Minimum Gross Floor Area	3,000 SF (for a one- story dwelling or 5,000 for more than one- story dwelling)	3,575.59 SF	Complies

Minimum Basement Size 80% of the ground floor	r 92.45%	Complies
---	----------	----------

Standards for Variations

For reference, 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:

- a. The Zoning Board of Appeals shall not vary the provisions of this Ordinance as authorized in this Article 3, Section B, unless they have made findings based upon the evidence presented to it in the following cases:
- 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;
- 2. That the plight of the owner is due to unique circumstances;
- 3. That the variation, if granted, will not alter the essential character of the locality.
- b. For the purpose of supplementing the above standards, the Zoning Board of Appeals, in making this determination, whenever there are practical difficulties or hardships, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:
- 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;
- 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;
- 3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;
- 4. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property;
- 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;
- 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;
- 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.

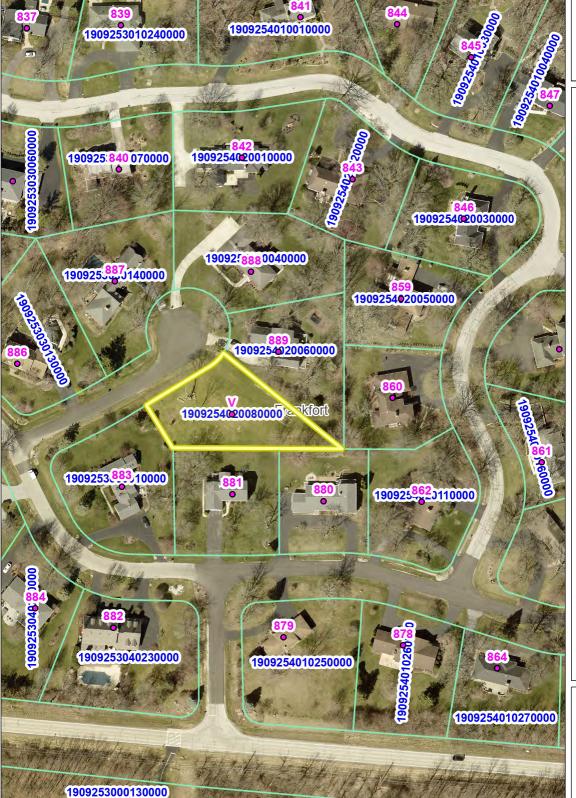
Future Affirmative Motions

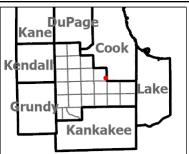
- 1. Recommend the Village Board approve the variance request to reduce the required rear yard setback for the primary structure from 40' to 30.93' on the property located at 890 Glenbarr Ln., in accordance with the reviewed plans, public testimony, and findings of fact.
- 2. Recommend the Village Board approve a variation request to reduce the minimum lot width from 150' to 121.15' for the property located at 890 Glenbarr Ln., in accordance with the reviewed plans, public testimony and findings of fact.

- 3. Recommend the Village Board approve a variation request to reduce the minimum lot depth from 267' to 223.17' for the property located at 890 Glenbarr Ln., in accordance with the reviewed plans, public testimony and findings of fact.
- 4. Recommend the Village Board approve a variation request to reduce the minimum lot area from 40,000 sq. ft. to 20,819.30 sq. ft. for the property located at 890 Glenbarr Ln., in accordance with the reviewed plans, public testimony and findings of fact.



890 Glenbarr Ln.





Legend

- Address Points
- Parcels
- Townships

Notes

Date: 5/3/2024

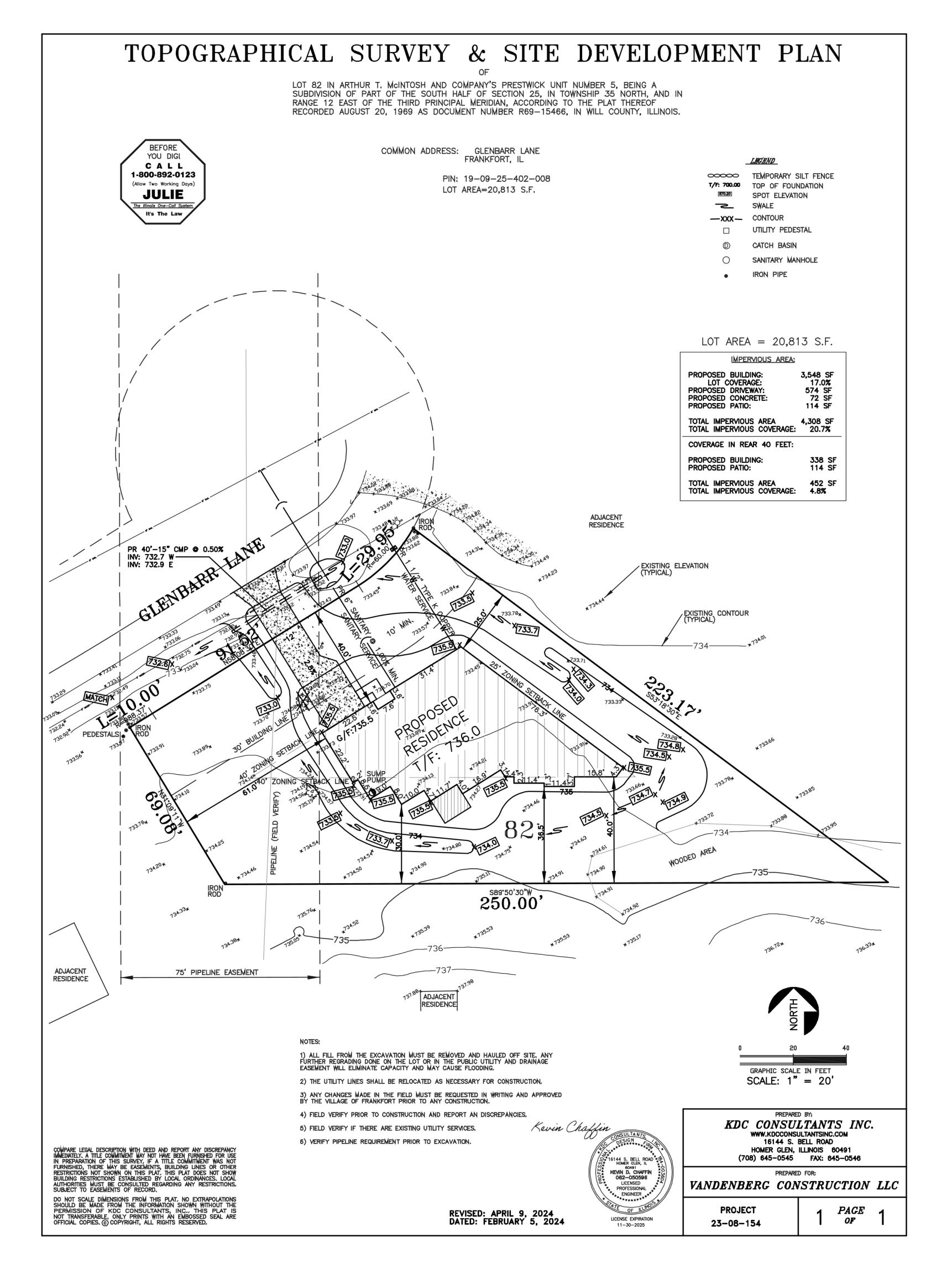
1: 2,257

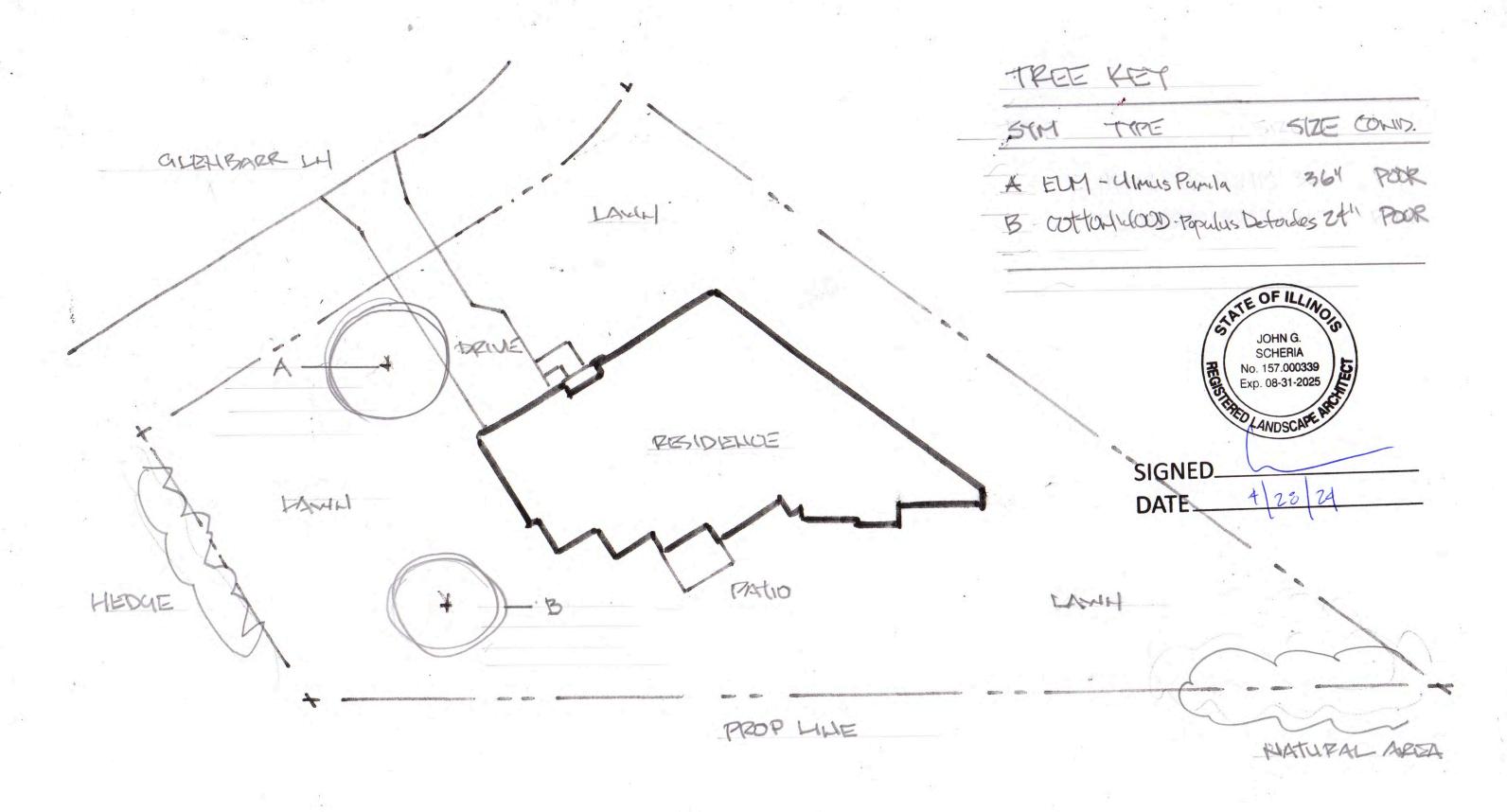
0 0.04 0.07 Miles

Projection

WGS_1984_Web_Mercator_Auxiliary_Sphere

Disclaimer of Warranties and Accuracy of Data: Although the data developed by Will County for its maps, websites, and Geographic Information System has been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The County and elected officials provide this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses or hackers and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the information herein; these changes may or may not be incorporated in any new version of the publication. If you have obtained information from any of the County web pages from a source other than the County pages, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. It is recommended that careful attention be paid to the contents of any data, and that the originator of the data or information be contacted with any questions regarding appropriate use. Please direct any questions or issues via email to gis@willcountyillinois.com.





VANDEMBERG PROJECT 890 GLEHBARR LM FRANKFORT IL TREE SURVEY

J9SLA 7083615124 9370 W. Laraway Rd., Suite A Frankfort, IL 60423 815-464-3777 815-464-5437 fax



'Specializing In All Your Tree Care Needs!'

www.PreciseTreeCare.com CustomerService@PreciseTreeCare.com

Gus Bettenhausen Certified Arborist #IL-4831A Joe Paffumi Certified Arborist #IL-4348A Christina Bettenhausen Certified Arborist #IL-5305A

Date: 8/14/2023

Trace Vandenberg 890 Glenbarr Lane Frankfort, IL 60423 Proposal #: Vandenberg 20230814-1

Proposed By: Joe Paffumi

Work Site: 890 Glenbarr Lane

Frankfort, IL 60423

Email: Tracevandenberg@gmail.com

Mobile: 708-305-6317+

#	Item	Location	Description	Qty	Cost
1	Multiple	Other	Tree Removal	2	\$750.00
			Removal of the specified tree(s) American Elm And Hackberry on vacant lot. Flush cut stumps approximately 3-4 inches above ground level. Clean up and remove all wood and brush.		
2	Debris	Other	Brush Chipping	1	\$300.00
			Chipping of brush and haul away logs on vacant lot.		
3			Priority Service Rush Charge	-1	\$75.00
			Priority Service - By paying this fee we will consider your service(s) line item #2 on proposal # 20230814-1 priority, and they will be scheduled within 5-7 business days upon approval of this proposal, weather permitting.		

Notes: This will supersede work order Vandenberg 20230801

Total: \$1,125.00

Subtotal: \$1,125.00

ACCEPTANCE OF PROPOSAL

This proposal is accepted and Precise Tree Care, Inc. is authorized to perform the work specified. I also acknowledge that I have received and agree to all of Precise Tree Care's Terms and Conditions. If for some reason a copy has not been included with this proposal please contact our office to have one sent to you immediately.

Customer Signature

Date

To accept this proposal, please visit our website at www.PreciseTreeCare.com and select 'Accept A Proposal'. If you do not have internet access you may sign a copy of this Proposal and mail, fax or e-mail with your original signature to our office.

^{**}Additional Note: If having multiple items done that will be completed at different times, payment will be due upon completion for the total of services or treatments completed during that visit.

Terms and Conditions

Pricing: Includes cleanup of all wood, brush and debris (excluding sawdust and debris that cannot be raked up) unless otherwise specified. Debris from within trees may dislodge after we have finished and left your property.

Pruning and Shaping: Depending on your trees growth patterns, it may not be possible to create a perfect shape. We reserve the right to stop trimming your tree or shrub when it has been completed as proposed. We will not over-trim any tree or shrub, even at our customer's request, if it puts the health of the tree or shrub at risk.

Tree Removal: Includes removal of tree within 3-6" of ground level and cleaning up of all debris. Additional fees may be charged, see Concealed Contingencies.

Stump Removal: Itemized from tree removal unless otherwise specified, pricing for stump removal includes grinding the stump approximately 8 to 12 inches below grade level, including surface roots within three feet of the stump. Any roots not visible above ground or are not located in the immediate vicinity of the stump are not included in the cost.

Stump Grindings: Grindings are backfilled into the hole and left on site unless otherwise specified and proposed. In most instances there will be a mound of grindings left behind. The size of the mound will vary based on stump size. Grindings may be removed flush with ground for a charge of NO LESS than 1 & ½ times the cost of the stump, or more. Stumps located next to or up against buildings or other structures (i.e. fences, garages, driveways, etc.) will be ground no closer than 8 inches from object, or as close as we feel comfortable to prevent damage. Any damage done will be the responsibility of the contract signer.

Plant Healthcare: Trees and shrubs are living things, so with all treatments, there are many things that factor into the outcome, including, but not limited to: watering, temperatures, timing of diagnosis, surrounding ground conditions, diseased or infested plants in the vicinity, etc. Because of this, we cannot guarantee any treatments.

Service Guarantee: Precise Tree Care, Inc. guarantees to complete your services as proposed and in accordance with current American National Standards Institute (ANSI) Standards. All work will be performed in a professional manner by trained arborists, either certified or working under direct supervision thereof. Our experienced personnel will be outfitted with the appropriate tools and equipment to complete the job properly. In the event you are not satisfied with any of your services, please bring it to the attention of the on-site foreman/leader before signing the work order. If you are not home when the work is completed, please notify us within 7 days so that we may revisit your property. If you sign the work order as completed and satisfied and notify us later that you are not satisfied, there may be an additional mobilization charge.

Safety: The contract signer agrees to not enter the work area during arboricultural operations unless authorized by the crew foreman/leader on-site. This shall also include their employees, family members, children and pets.

Pets: Pets shall be kept contained in house or fenced in area that is not part of the work zone. If work is being performed in pet confinement area, we require that the customer shall make every attempt to clean-up as much feces as possible to keep from contaminating crew and equipment, particularly rigging ropes. There will be a \$50 fee should we need to clean the area before beginning your work. Please note that we will leave gates and other confinement areas propped open during your project.

Permits: It is the full responsibility of the contract signer to obtain any permits necessary for tree removals. Any fines or fees acquired from not obtaining the necessary permits will be the immediate responsibility of the person signing the contract. You agree that any and all collection costs, including, but not limited to, attorney's fees and court costs incurred in the collection of the fees will be reimbursed to Precise Tree Care, Inc.

Tree/Shrub Ownership: By signing this contract you state that you are the authorized party to make such decisions on the property and are responsible for all amounts due for work completed by Precise Tree Care, Inc. You agree to notify any and all neighbors or other parties if the need to access their property or interrupt their utilities arises.

Tree Risk/Storm Damage: When risk conditions in trees are observed and identified by Precise Tree Care, Inc. and our proposal is accepted, we will make a reasonable effort to proceed with the work promptly. We do not assume any liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to and up until the completion of the work due to the instability and inability to predict additional risk.

Concealed Contingencies: Any additional work or equipment required to complete the work, caused by the contract signer's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground or any other condition not apparent at the time of the proposal, shall be paid for by the contract signer on a time and material basis.

Underground Utilities - Precise Tree Care, Inc. reserves the right to refuse stump grinding within three feet of a burid utility. If, after your lines have been marked, you find that there are markings within three feet of the stump, please notifiy us immediately. We will contact J.U.L.I.E. to schedule line markings at no cost to you. Please be aware that J.U.L.I.E. does not mark all underground or buried objects (i.e. sprinkler systems, septic systems, lines run by private contractors, etc.) Precise Tree Care, Inc. will not be responsible for any buried lines that have not been marked.

Sprinkler Systems - Under no circumstances will Precise Tree Care, Inc. be liable for any damage to any parts of underground sprinkler system parts that are underground and not visible (i.e. water lines, electric lines, unions, junction boxes, etc.).

Property Access: With our proposal we assume the right to access your property with truck mounted and other equipment when necessary and will not be responsible for any damages to driveways, sidewalks, broken stones, landscape damage, gates, fences, siding, etc. This includes settling, cracking, oil stains and other damage to driveways and/or sidewalks as well as drag marks along siding, fences or gates from branch and debris removal. If taking advantage of winter work discounts, please be aware that your work may be done with snow on the ground or when your yard is not completely frozen. Please notify us in writing if you have any concerns or requests. Additional charges may apply and scheduling may be altered.

Lawn Damage: Due to the many variables of tree removal and trimming you should expect grass to be matted down from continuous foot wear and the dragging and/or moving of material out of the area. Tree, stump and large limb removal will most likely cause dents, divots and some ruts to your lawn. These are to be expected and the repair of this damage is not included in your proposal.

Property Damage: In the event we are responsible for damages to your property (see Property Access and Lawn Damage, above) you must notify us within 7 days of any damage and we will take the necessary actions to make sure that it is repaired as soon as possible. We will not reimburse customers who pay to repair the damage themselves nor will we adjust any invoices. If the damage exceeds our insurance deductible, we will file a claim with our insurance company. Payment is still due upon completion and subject to late fees and finance charges.

Scheduling: Scheduling is based on a first come, first serve basis and is dependent on weather conditions, work load, geographic relationship to other scheduled work and other unforeseen issues. Work crews shall arrive at the job site unannounced in most instances, although we will try to call approximately 12 hours in advance. You may request prior notification, but we cannot always guarantee that we will be able to meet your requests as we attempt to get customers scheduled quickly and efficiently, keeping your wait time as minimal as possible. In the event you are notified of our expected arrival, please note that this is just an approximation and several factors, such as weather, traffic, and add-on's during previous jobs may cause delays. You are not required to be home at the time your service is completed. Our crews go according to the exact information on your proposal. If you do choose to be home please make sure that you include that in writing with your approval. This may impact your wait time.

Homeowner Preparation: The customer is responsible for removing all personal property such as lawn furniture, ornamentation, potted plants, easily transferrable plants in the ground, etc. from the job site area. Precise Tree Care will do it's upmost to protect permanently installed property such as fountains, pools, pergolas, etc. (see Concealed Contingencies for more information). Small trinkets and lawn ornaments should be moved prior to our arrival; we are not always capable of seeing/noticing lawn ornaments and it makes our job more difficult to work around them. In additional, cars, garbage cans and all other objects that may be in the way of our work zone should be moved prior to our arrival. If you cannot move some of these items in advance, require our help or simply do not complete this process, then you automatically waive the right to hold us accountable for damage to them. Items that are moved will not be returned to their original place.

Insurance: Each foreman/leader carries a current certificate of insurance at all times. You may also request a copy.

Cancellations or Rescheduling: To cancel your proposal, please let us know in writing prior to your job being scheduled; there will be no termination fee. However, in the event you have been scheduled and you've been notified and you choose to cancel or reschedule, there will be a \$50 administrative fee for incurred expenses. If a crew arrives to your home and you choose to cancel or reschedule at that time, there will be a mobilization fee of \$250 for incurred expenses.

Payment – All payments are due upon completion of each service and/or treatment (unless otherwise specified on your proposal). Payment will be collected by the crew's foreman/leader when they have completed the work. Paid invoices will be issued from our office, regardless of payment method and will be mailed or e-mailed within one week of completion date. All customers are asked to make prior arrangements with Precise Tree Care, Inc. if they are not going to be present when their work is completed. If payment is not made upon completion, a \$10.00 invoice fee, per monthly invoice and/or statement issued and an 18% A.P.R. will apply. There will be a \$25.00 returned check fee for any checks returned by your financial institution.

The contract signer agrees to pay or reimburse Precise Tree Care, Inc. all collection costs, including but not limited to, attorney's fees and court costs incurred in the collection of amounts due under this contract.

Proposals are good for 30 days. We reserve the right to cancel this contract at any time and for any reason.

STAFF SITE VISIT PHOTOGRAPHS TAKEN 5.1.24 ON GLENBARR LN.

View looking south (two trees proposed for removal):



View looking west:



View looking east:



View looking north:



Mansard:



Cross-gabled:



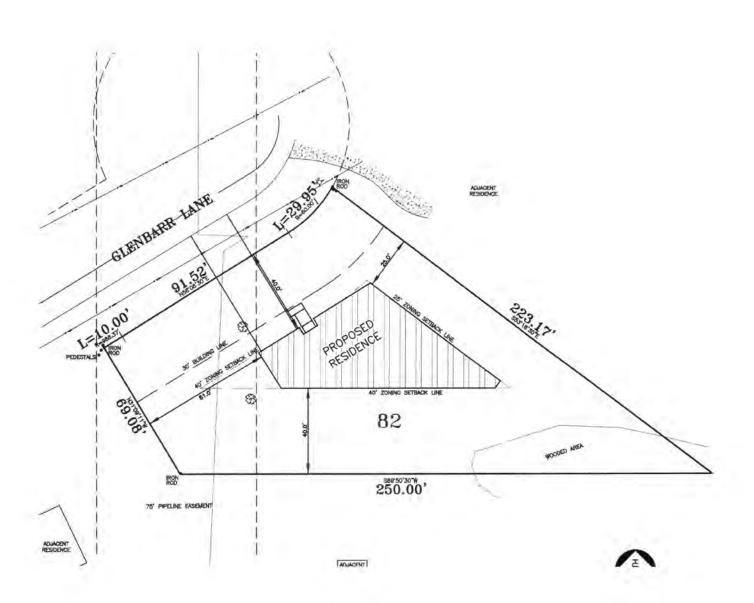
Cape Cod:



National:



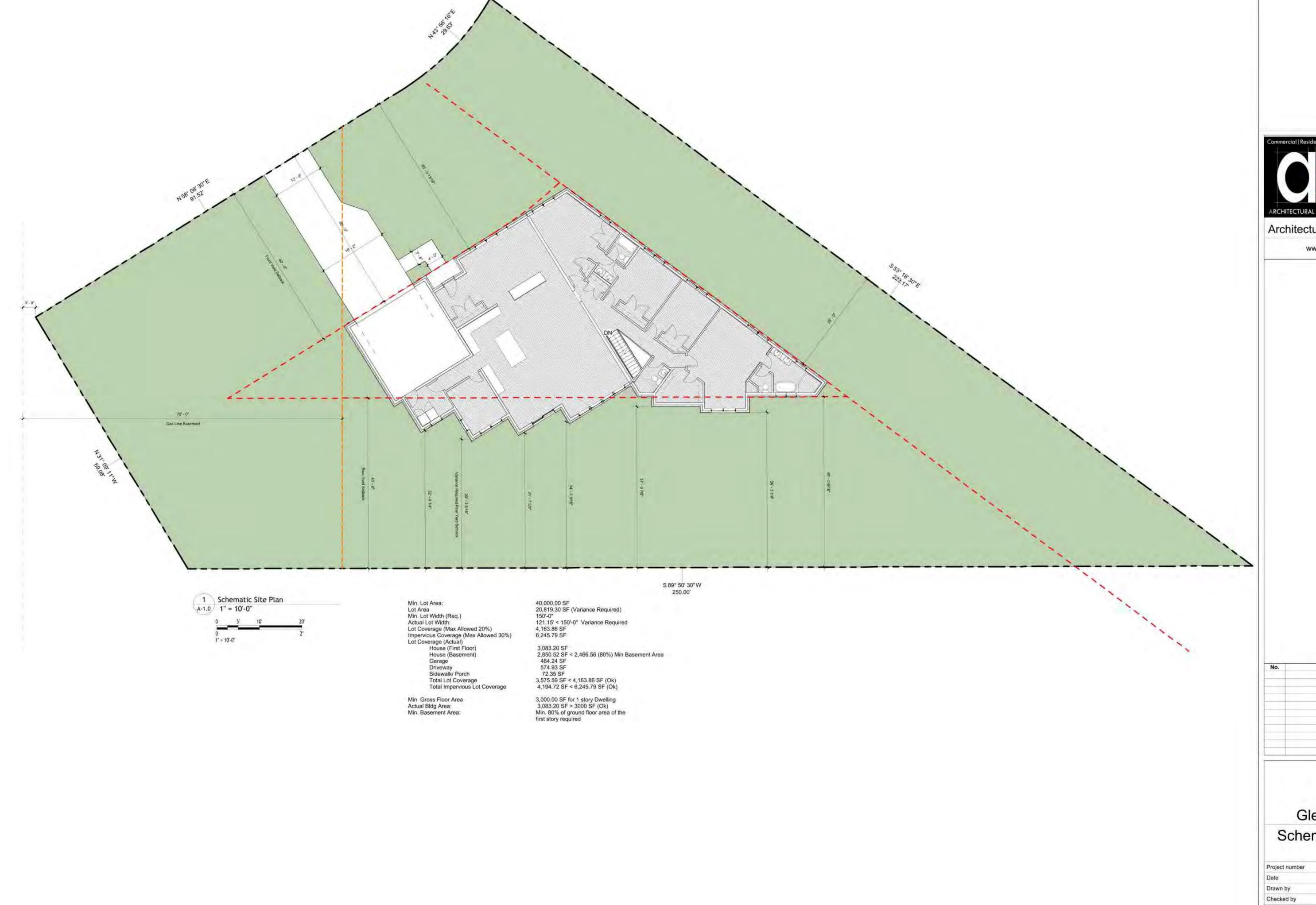
2 400 SQ PT STORY WITHIN SETBACKS



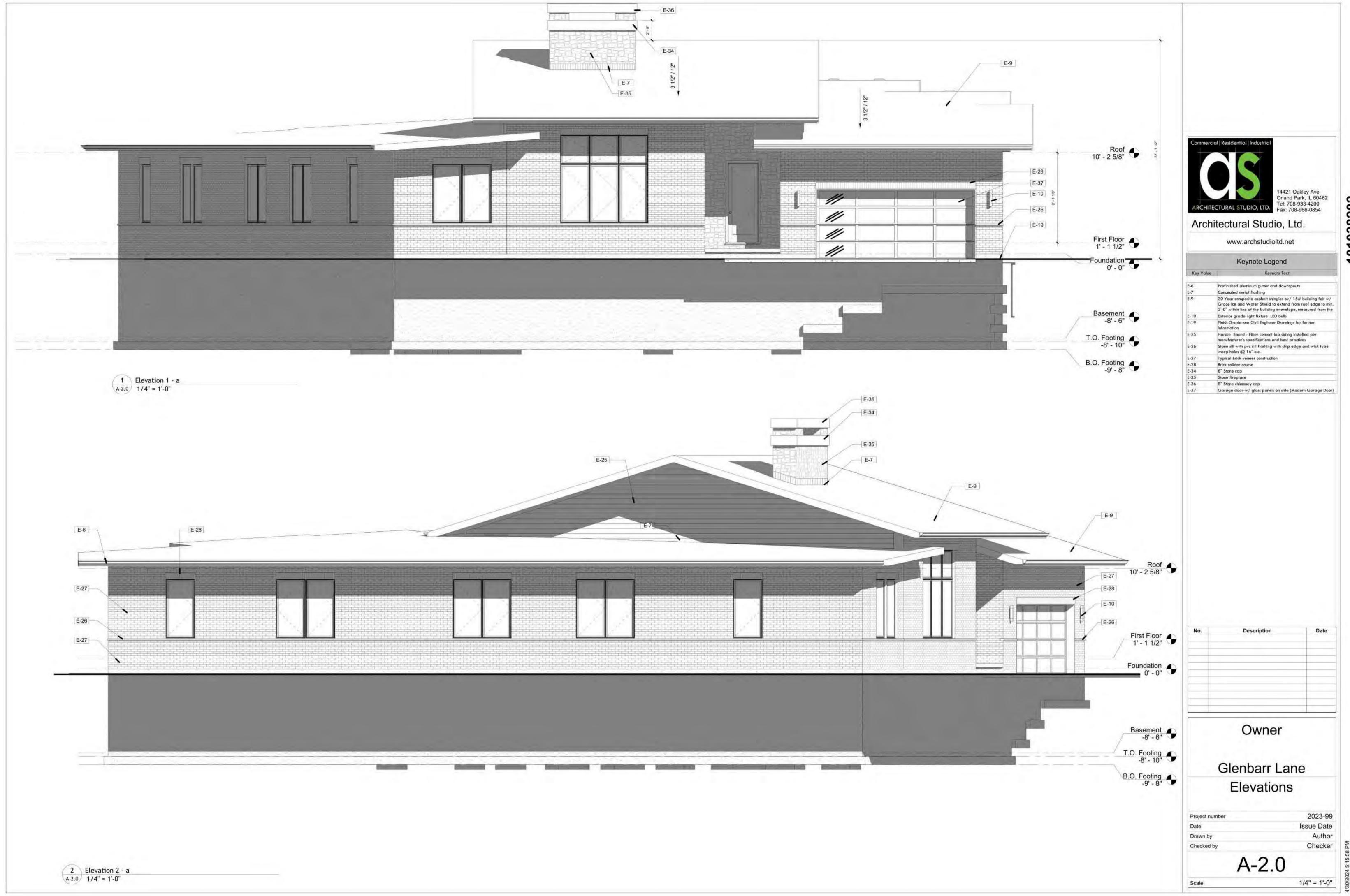
As indicated

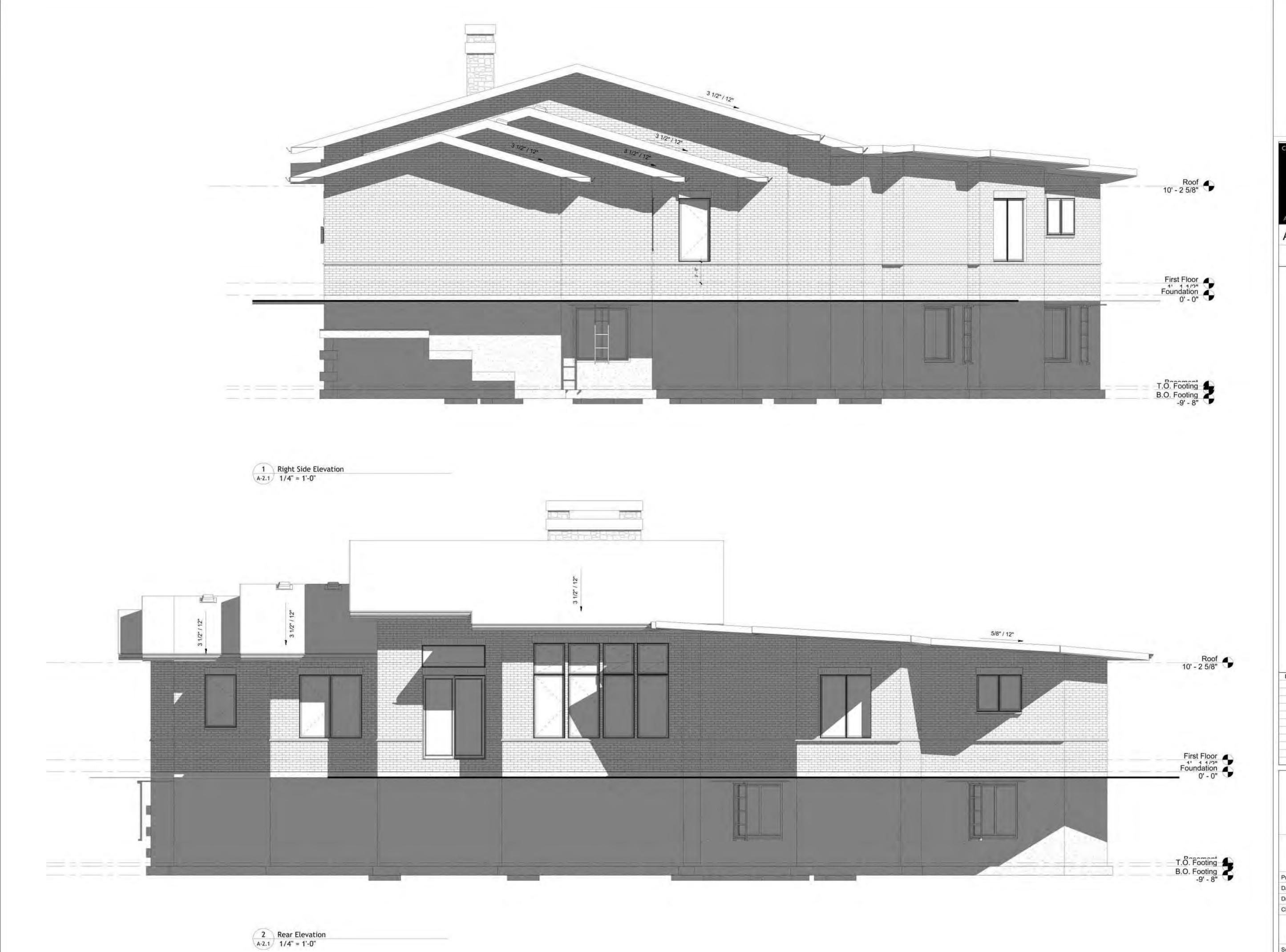
Scale

101038202











Architectural Studio, Ltd.

www.archstudioltd.net

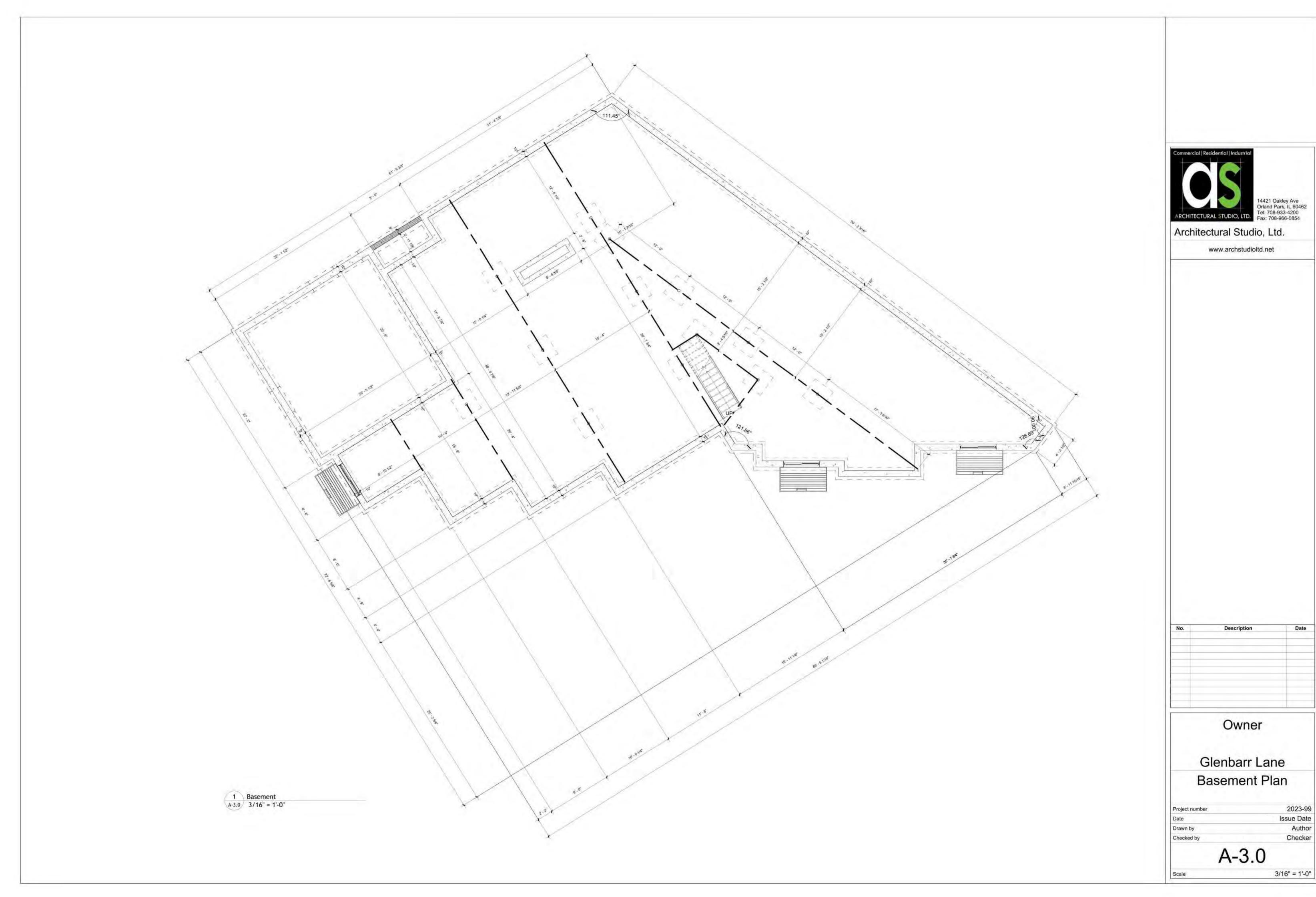
No.	Description	Date

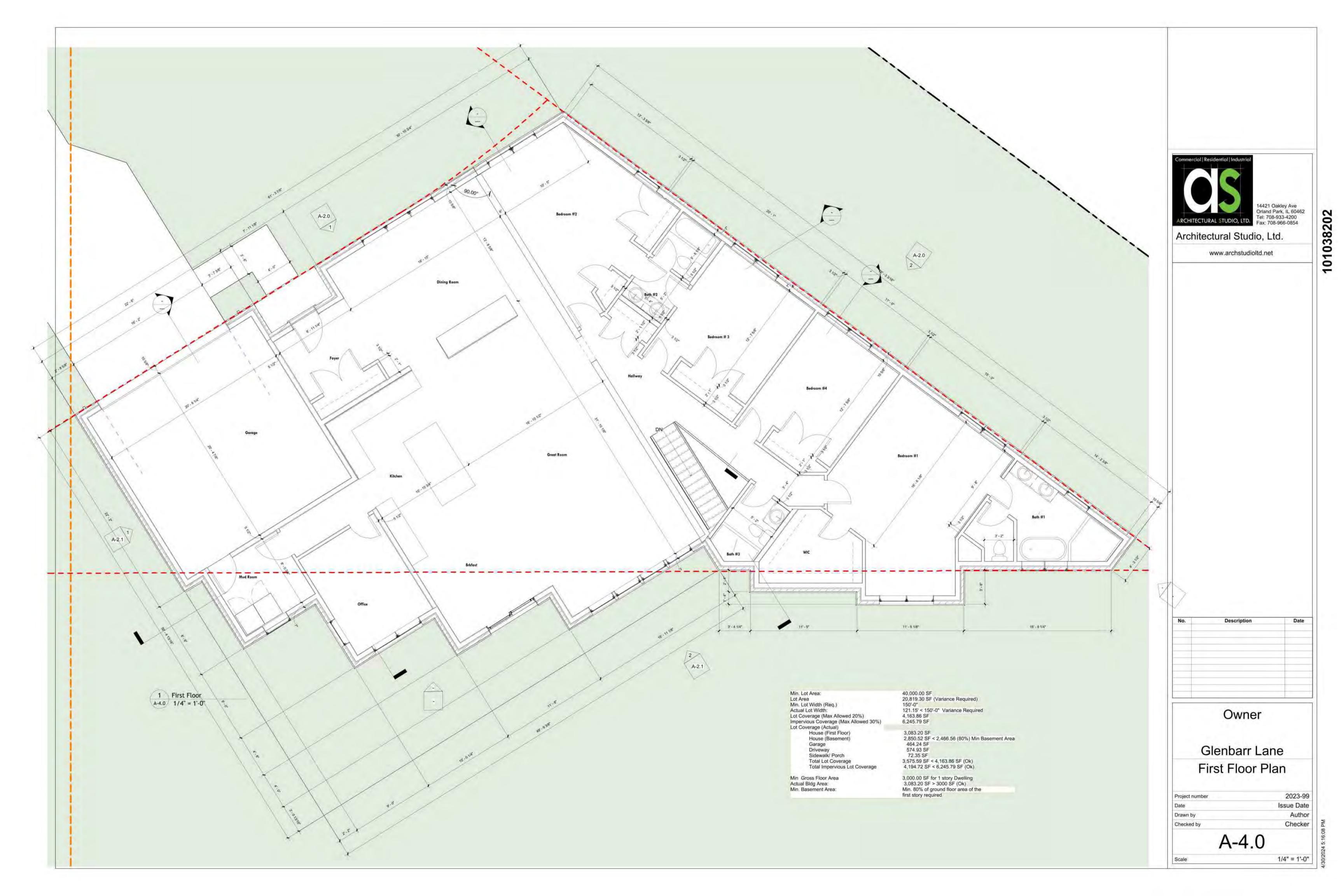
Owner

Glenbarr Lane Elevations

Date	Issue Date
Drawn by	Autho
Checked by	Checke

1/4" = 1'-0"









Architectural Studio, Ltd.

www.archstudioltd.net

ło.	Description	Date

Owner

Glenbarr Lane Rendering

Project number 2023-99

Date Issue Date

Drawn by Author

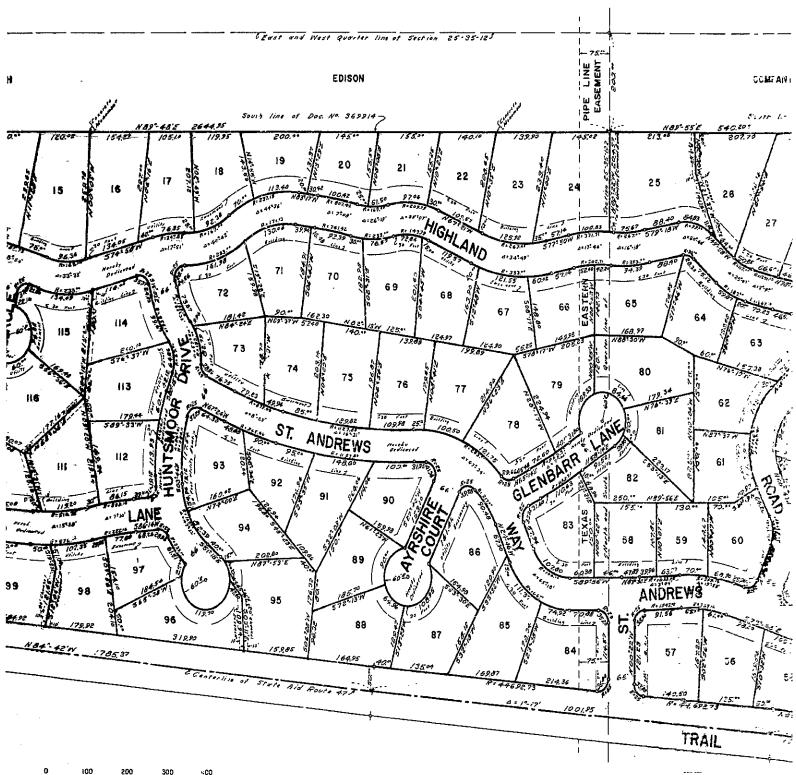
Checked by Checker

A-5.1

ARTHUR T. MCINTOSH & COMPANY'S

"PRESTWICK - UNIT FIVE"

BEING A SUBDIVISION OF A PART OF THE SOUTH HALF OF SECTION 25, IN TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN WILL COUNTY, ILLINOIS.



Scale: 1" = 100"

Dimensions given in feet and decimal parts thereof at 20°C. Dimensions on curved lines are chard measurements. Basis of bearings is Astronomic North.
"6" Indicates 5:6"x 24" Reinforcing Rod.
5:6"x 24" Reinforcing Rod sat at all Lot cerners.



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.

- 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;
 - Due to the unique size and shape of the lot, in respect to all setbacks including gas pipleine through the property, the building pad does not allow much room. We can not meet the minimum ER-1 zoning of 3,000 sq ft ranch or Two story 5000 sq ft. without exceeding setbacks.
- That the plight of the owner is due to unique circumstances; and Land related hardship
- That the variation, if granted, will not alter the essential character of the locality.
 The new constrcution home will be beneficial for both the surrounding neighbors and village

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."

 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;
 Without a variance, we could not build a new home on the lot that meets the minimum requirements

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; Due to the nature of the allowable building size of this lot we do not believe it woul be applicable to other properties
3.	That the purpose of the variation is not based exclusively upon a desire to make more money out of the property; No, in fact we would prefer a smaller size home like we initially presented to members of the village
4.	That the alleged difficulty or hardship has not been created by any person presently having an interest in the property; No, all related to zoning setbacks/ unique lot
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; No
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 No we believe the new single family home will only boost the surrounding property values
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. No the variation would not impair



Standards of Variation Commissioner Evaluation Form

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.

	STANDARD	NOTES	MEETS	
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;		YES	NO
2.	That the plight of the owner is due to unique circumstances;		YES	NO
3.	That the variation, if granted, will not alter the essential character of the locality.		YES	NO

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.

	STANDARD	NOTES	MEETS	3
1.	That the particular physical surroundings, shape			
	or topographical conditions of the specific			
	property involved will bring a particular		YES	NO
	hardship upon the owner, as distinguished from			
	a mere inconvenience, if the strict letter of the			
	regulations was carried out;			

2.	That the conditions upon which the petition for		
۷.	variation is based would not be applicable,	YES	NO
	generally, to other property within the same	ILS	NO
	, , ,		
_	zoning classification;		
3.	That the purpose of the variation is not based		
	exclusively upon a desire to make more money	YES	NO
	out of the property;		
4.	That the alleged difficulty or hardship has not		
	been created by any person presently having an	YES	NO
	interest in the property;		
5.	That the granting of the variation will not be		
	detrimental to the public welfare or unduly		
	injurious to other property or improvements in	YES	NO
	the neighborhood in which the property is		
	located;		
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	YES	NO
	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		
7.	That the proposed variation will not impair an		
	adequate supply of air to adjacent property,		
	substantially increase the danger of fire,	YES	NO
	otherwise endanger the public safety or		
	substantially diminish or impair property values		
	within the neighborhood.		