

PLAN COMMISSION / ZONING BOARD OF APPEALS AGENDA

Thursday, June 8, 2023 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 May 25, 2023
- 4. Public Hearing (Continued from May 11, 2023): 8563 Stone Creek Maida Residence (Ref #107) Request: Variation to permit a 5' tall fence in the required front yard, whereas the maximum height is 4' (Zoning Ordinance Article 7, Section F), (PIN: 19-09-35-308-011-0000).
- 5. Public Hearing: 9232 Gulfstream Road, Unit C 86 Degrees Auto Group LLC (Ref#109)
 Request: Special Use Permit for automobile sales in the I-1 Limited Industrial District (PIN: 19-09-34-326-015-1003).
- 6. Public Hearing: Sparks Drive-Through Coffee Shop Hickory Creek Market Place Subdivision (Ref #104)

Request: Proposed Major Change to the Hickory Creek Market Place Planned Unit Development, including several Zoning Ordinance and Municipal Code exceptions, for a proposed new commercial building and four (4) Special Use Permits for a carry-out restaurant, drive-up service windows associated with a permitted use, outdoor seating associated with a permitted restaurant, and extended hours of operation (opening earlier than 7:00 a.m.). (PIN: 19-09-15-101-002-0000)

7. Public Hearing: 15 Ash Street – Old Frankfort Mall, Proposed Building Addition (Ref#106)

Request: Special Use for a Planned Unit Development, including zoning exceptions associated with a proposed building addition for building height, parking, loading, building setbacks and landscape setbacks, and Special Use Permit requests for restaurant use, ground level outdoor dining associated with restaurant, and rooftop outdoor seating, for property located at 15 Ash Street, Frankfort, Illinois. Other: Plat of Resubdivision to combine a portion of Lot 3 and all of Lot 4 in Bowen's Subdivision of Blocks 1, 12 & 13 in the original Town of Frankfort (PIN: 19-09-28-208-003-0000).

8. Public Hearing: 15 Ash Street – Grounded Coffee (Ref#108)

Request: Special Use Permit for outdoor seating associated with a permitted restaurant (Grounded Coffee), located at 15 Ash Street, Frankfort, IL 60423 (PIN: 19-09-28-208-003-0000).

9. Workshop: 240 Oak Street - Musard Residence Rear Addition

Future Public Hearing Request: Variations from Article 6, Section B, Part 1 of the Zoning Ordinance to (1) reduce the required rear yard from 30 feet to 12 feet, 11 inches; and (2) to reduce the required total of the required side yards from 25 feet to 22 feet, 1 inches (for the new addition); Plat of Resubdivision to consolidate the two existing underlying lots of record which are under the same ownership pursuant to Article 10, Section L of the Zoning Ordinance (PIN 19-09-28-225-022-0000).

- **10. Public Comments**
- 11. Village Board & Committee Updates
- 12. Other Business
- 13. Attendance Confirmation (June 22, 2023)
- 14. 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.

MINUTES



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

May 25, 2023 -VILLAGE ADMINISTRATION BUILDING

432 W. NEBRASKA STREET

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

Commissioners Present: Chair Nichole Schaeffer, Brian James, Dan Knieriem, Paula

Wallrich, Jessica Jakubowski

Commissioners Absent: Will Markunas, David Hogan

Staff Present: Director of Community and Economic Development Mike

Schwarz, Senior Planner Christopher Gruba

Elected Officials Present: None

A. Approval of the Minutes from May 11th, 2023

Chair Schaeffer asked for discussion regarding the minutes. Commissioner Wallrich stated that she had multiple changes proposed and a copy of these edits were printed off for each commissioner. The changes were reviewed one at a time.

Motion (#1): To approve the minutes as amended from May 11th, 2023.

Motion by: Jakubowski Seconded by: Wallrich

Approved: (4-0, Commissioner Jakubowski abstained)

Chair Schaeffer swore in members of the public who wanted to provide testimony.

B. Public Hearing: 20500 S. La Grange Road, Unit 6A – Sage Salon

Mike Schwarz presented the staff report.

The building owner, Harry D'Ercole, approached the podium. He said that the applicant is actually Talitha, but that she couldn't attend. He said that he does have a cross access agreement and shared parking agreement with the Dancing Marlin property. Overflow patrons typically park at Dancing Marlin during the day and vice versa in the evening. He said that there is a strip of land in the back of his property that he intends to eventually

pave for additional parking spaces. He said that this application for Sage Salon began before he purchased the building.

Chair Schaeffer asked Mr. D'Ercole where the additional parking spaces would be paved on his property. He said there is a strip of grass on the far west side of his property adjacent to an existing single row of parking spaces, which would become a double row of parking.

Commissioner James asked how long Mr. D'Ercole has owned the property. He replied 8 months.

Commissioner Wallrich said that she did some research and was able to contact the dentist office, which has a total of 5 exam rooms. She said she also spoke with 3 of the tenants, which were all very complementary of the salon. She said the tenants' most common comment was that restaurant patrons park on their property and that it can be congested. She asked Mr. D'Ercole if there was a cross access *and* a shared parking agreement in place. Mr. D'Ercole replied yes. Commissioner Wallrich asked if Mr. D'Ercole could provide a document in writing to this effect. Mr. D'Ercole said that he would look for it. She suggested that a sign could be installed on their property stating that parking was reserved for tenants and that all others would be towed, which could become a condition of approval. Mr. D'Ercole said he was surprised that the tenants said that parking was an issue. Commissioner Wallrich said that the tenants told her that parking was a concern between 1:30 pm and 7:00 pm. She asked Mr. D'Ercole if he would be open to installing signage on his property to regulate the parking. Mr. D'Ercole replied yes.

Commissioner Wallrich said that she was concerned that Sage Salon has been operating without a business license. She said that this may be a broader issue with the business license process in the Village. Mr. D'Ercole said that there is an existing salon in the building and that there may have been confusion that the applicant could have used the same business license as the other salon. Commissioner Wallrich also said she thought that the ADA parking spaces may not have vertical signposts above them as is required.

Commissioner Jakubowski noted that a shared parking agreement and assigned parking is in place across the street in the plaza that has Enrico's and that it doesn't help much to improve the parking situation.

Mr. D'Ercole said that he invested in his property by adding a new roof, new siding, new windows, and \$30,000 worth of parking lot improvements last fall. He said that landscaping will be improved in the near future.

Chair Schaeffer asked if there was anyone else in the audience that wished to speak. There were none.

Motion #2: Close the public hearing.

Motion by: Jakubowski Seconded by: James

Approved: (5-0)

Chair Schaeffer asked staff if there had been any changes to the plans since the workshop.

Mike Schwarz responded that there were no changes.

Chair Schaeffer asked the commission if there were any comments regarding the operating times. There were none. She asked the commission if there were any comments regarding the use. Commissioner Knieriem said that the use was appropriate for the location and that there was another salon existing in the building.

Chair Schaeffer asked staff if they had applied for a business license. Mike Schwarz responded that they had. Commissioner Wallrich asked if business license requests are submitted to the planners. Mike Schwarz responded that they are typically first submitted to the Building Department and sometimes forwarded to the Planning Department.

Chair Schaeffer asked if there were any comments regarding parking. Commissioner James said that maybe the Commission should add a condition that shared parking/shared access documents be provided. Commissioner Wallrich said that the proposed business and tenants do not meet the required parking at this time and that it should be addressed at this time. She said that if Mr. D'Ercole does have a shared parking agreement then she would be much less concerned and that this document should be a condition of approval. She asked staff to provide an analysis of parking for the other buildings located to the west and south of the subject property. Mike Schwarz responded that they had analyzed parking. He noted that the PC/ZBA could adjust the parking requirements if needed as stated in the Zoning Ordinance. Commissioner Wallrich said that if parking becomes a problem, then the owner should install additional parking spaces. Mike Schwarz expressed concern about how such a condition could be enforced for this particular tenant. Chair Schaeffer said that there have been other Special Use Permits that have been reviewed by the PC/ZBA for which proof of shared parking was not made a condition of approval. She said that she does not want to add any conditions of approval for this particular unit. Commissioner Jakubowski and Knieriem agreed. Commissioner Wallrich said that adding such a condition would not prevent the applicant from opening. Mr. D'Ercole said he would do his best to obtain a shared parking, shared access agreement. Chair Schaeffer said that she does not want to assign parking to the unit or grant a parking adjustment at this time. Commissioner Jakubowski said that there may only be a "gentleman's agreement" in place now, but that she is not in favor of requiring a shared parking/shared access agreement as part of a condition of approval.

Motion (#3): To Recommend that the Village Board approve the request for a Special Use Permit for Personal Services to operate a hair salon at 20500 S. La Grange Road, Unit 6A, Frankfort, IL, 60423 (PIN: 19-09-16-400-031-0000), in accordance with the submitted plans, public testimony, and Findings of Fact, and conditioned upon the submittal of a shared parking or cross access agreement with the property to the west.

Motion by: James Seconded by: Wallrich

Approved: (5-0)

Schwarz said that he will work with the Building Department and applicant to make sure that the ADA spaces would have the required ADA signposts installed behind them. He said that if there is an official shared parking and cross access agreement in place that it should show up on a title report.

C. Public Hearing: 9503 Gulfstream Road, Unit A – Nerradical Ridez LLC

Mike Schwarz presented the staff report.

Chair Schaeffer asked the applicant to come forward.

Darren Harris, applicant, and Theresa Hicks-Harris, his wife, approached the podium.

Chair Schaeffer asked the applicant to tell the members a little more about the business.

Darren Harris stated that he specializes in customizing motorcycles for parade usage. His business is by appointment.

Chair Schaeffer asked if he does this type of business now.

Darren Harris replied yes. He wants to move to a different space. He has been in business for 20 years.

Commissioner Knieriem asked the applicant if he is doing any paintwork.

Darren Harris replied no. There is no paint work.

Commissioner Knieriem asked the applicant if there is any storage outside.

Darren Haris replied no.

Commissioner Knieriem asked the applicant where he is located now.

Darren Harris replied nowhere. He has been doing business out of his house.

Commissioner James asked if people will be bringing bikes on trailers.

Darren Harris replied that some will ride in, but most of the motorcycles will come in on trailers.

Commissioner Knieriem asked the applicant if there will be cars coming in and out on a daily basis.

Darren Harris replied not so much.

Commissioner Wallrich asked the applicant if any trailers would be stored outside.

Darren Harris replied no.

Theresa Hicks-Harris, wife of the applicant, stated that the business is more of a boutique. Customers will trailer in their bike, then roll out the bike from the trailer and it goes into the garage.

Commissioner Wallrich stated that she went out to the site 3 times and did not observe any parking issues. She doesn't know how gravel is out there behind the building. It's a nice industrial park, not a lot of outdoor storage, great landscaping, brick requirements, etc. She is worried about 3 abandoned vehicles in the back. Are these owned by the property owner? This is probably not the applicant's problem.

Commissioner Wallrich stated that this is the Plan Commission/Zoning Board of Appeals' opportunity to make things right. People can move in and out, and if there's a parking issue, not every business requires a special use, so the Plan Commission/Zoning Board of Appeals won't be able to effect change on this. It is not legal to park on gravel in the Village. She doesn't think that this parking lot has ADA signage behind the ADA parking spaces either out there, and asked staff to please look into this.

Commissioner Wallrich asked the applicant if there would be any retail sales.

Darren Harris replied that he is mostly a service business, but he might have some sales. They'll order parts online.

Mike Schwarz stated that according to his conversations with the applicant, parts and accessories for the motorcycles will be purchased and then installed. There will not be any retail sales of motorcycle parts, or any parts displays for the public.

Motion #4: Close the public hearing.

Motion by: Wallrich Seconded by: James

Approved: (5-0)

Chair Schaeffer asked the other members for discussion.

Commissioner James stated that this is consistent with other mechanics in the area.

Mike Schwarz stated that there is a Plat of Survey attached to the staff report, dated August 2000, which shows that there was gravel behind the building back then. He added that gravel is not allowed so this is an existing non-conformity. There should also be no outdoor storage.

Chair Schaeffer asked staff if there are any issues with stormwater or drainage.

Mike Schwarz replied that he is not aware of any existing issues. The Zoning Ordinance allows 80% of maximum impervious if the owner were to pave it.

Commissioner Wallrich asked staff if they spoke to the property owner about paving.

Mike Schwarz stated that he did not but could certainly do so if the members desire to require pavement of the gravel area as a condition of the tenant's requested Special Use.

There was some discussion among the members regarding paving. There was consensus that if the property owner made major improvement to the building, then yes, they would address paving, but for this requested Special Use, there is no desire to add a condition requiring paving the gravel area. Commissioner Jakubowksi stated that she agrees. Mike Schwarz stated that he would try to ascertain when the gravel went in by referencing past aerial photos.

Commissioner Wallrich stated that it becomes contagious when gravel is out there, so other businesses think they can do it also.

Chair Schaeffer asked staff to please speak with the owner about paving, but she doesn't want to add such a condition to the requested Special Use.

Chair Schaeffer next asked if there were any member comments regarding parking.

Chair Schaeffer asked staff how many units were in this building.

Mike Schwarz replied that there are 3 tenants.

Commissioner Knieriem stated that it's clear there are plenty of parking spaces.

Chair Schaeffer asked staff if it is necessary to add a condition regarding outdoor storage.

Mike Schwarz stated that a Special Use would be necessary for any outdoor storage.

Chair Schaeffer asked the applicant if he is seeking to have any outdoor storage.

Darren Harris replied no.

Motion (#5): Recommend that the Village Board approve the request for a Special Use Permit for motorcycle sales and service (aftermarket parts and accessories installation) in the I-1 Limited Industrial District, for the property located at 9503 Gulfstream Road, Unit A, Frankfort, Illinois (PIN: 19-09-34-302-004-0000), in accordance with the submitted plans, public testimony, and Findings of Fact.

Motion by: Jakubowski Seconded by: James

Approved: (5-0)

D. Workshop: Abbey Woods North

Chris Gruba presented the staff report.

Chair Schaeffer asked the applicant to approach the podium.

Steve Beemsterboer, property owner, explained the need for the variations and retaining walls. They have spent over a year on engineering. Sean O'Malley will be the developer and home builder.

Commissioner Knieriem asked Steve Beemsterboer how long he has owned the property.

Steve Beemsterboer replied since about 2013.

Commissioner Knieriem asked about the grading work.

Steve Beemsterboer replied that he previously received permits from Will County for the front 3-4 acres. Anything over 5 acres would require a full grading plan, so he broke it up in phases. The current work started last summer and includes roughly 4 acres.

Commissioner Knieriem asked Steve Beemsterboer if he removed dirt from the back of the property.

Steve Beemsterboer replied no. The back 3 acres is in the floodplain. He did cut a drainage didge on both sides of the property to get the drainage under control, so yes, a little bit of dirt was moved.

Commissioner Wallrich asked if this work was done in the wetland area.

Steve Beemsterboer replied yes because the water was sheet draining across the site.

Commissioner Wallrich asked if he received a wetland permit to do that work.

Brain Hertz, of MG2A, the project engineer stated that Steve Beemsterboer was working with a consultant on that aspect.

Commissioner Wallrich reiterated that any grading work would require a permit.

Steve Beemsterboer replied that he received permits from Will County.

Commissioner Knieriem asked about the location of the drainage ditches.

Chris Gruba displayed the exhibit showing the retaining walls for reference.

Brian Hertz explained the grading and drainage challenges which require some swales for drainage along the sides of the overall property.

Chair Schaeffer asked if there will be some drainage swales in the rear yards.

Brian Hertz stated yes.

Sean O'Malley explained the type of footing/foundation that he installs.

Commissioner Knieriem asked what the setback is from the property line for the swale.

Brian Hertz estimated it will be about 15 feet. The easement is 25 feet wide.

Brian Hertz stated the setback from between the retaining wall and the property line is about 10-12 feet.

Commissioner Wallrich stated that the red line starts on Lot 8 which only has 10 feet.

Brian Hertz stated that the width of the swale is not as wide as you go north.

Commissioner Knieriem stated that the property to the west will have the same issue with grading.

Steve Beemsterboer stated that they explored the idea of purchasing some land from the owner to the west, but she would then have the same issue.

Steve Beemsterboer stated that the owner to the west is not ready to sell.

Commissioner Knieriem asked about the yellow line on the FEMA exhibit.

Brian Hertz replied that the yellow line is the map break line between two adjacent FEMA FIRM maps.

Commissioner Knieriem stated that has no other questions.

Commissioner Jakubowski asked about the type of homes being built. Would they be like Abbey Woods?

Sean O'Malley replied they would be large custom homes. The product is needed since there are no more lots to buy, especially on the north side of Frankfort and located in the 157-C elementary school district. These will be high end homes. It's a beautiful piece of property.

Commissioner James asked with the stub street will there be a drop-off?

Brian Hertz stated no. It will meet grade.

Commissioner James stated that if the applicant removed one lot, he would be under the 25-home threshold for a subdivision on a cul-de-sac and may remove some variations.

Commissioner Wallrich asked staff about the net density.

Chris Gruba stated that the net density is 1.97 dwelling units per acre.

Commissioner Jakubowksi stated that many of the homes meet the requirements.

Chair Schaeffer stated that there seems to be a lot of constraints based on the topography and utilities, avoiding the need for a lift station, etc.

Commissioner Wallrich believed that the stub street does negate the two variations related to cul-de-sac length based on past interpretation.

Commissioner Knieriem asked if the detention areas will be wet or dry.

Brian Hertz stated that the north one would be a wetland bottom and the north one would be a dry bottom.

Sean O'Malley stated that the bike path would be maintained by the HOA.

Commissioner Jakubowksi asked Sean O'Malley if he has the CC&R's at this time.

Sean O'Malley stated no, but he can write them and provide them.

Chair Schaeffer asked if there were any other initial questions.

Commissioner Wallrich stated that this is an annexation. There is no guarantee for a lot yield. This is one of the more difficult properties which is why it is not developed yet. Sean O'Malley is a wonderful builder. If she was Sean O'Malley she would want to get as many lots as possible. She has a philosophical issue with any variations on undeveloped land. She believes that there are at least 2 lots to be removed from the plan.

This is a negotiation. There should be give and take. She would like the Village Engineer to attend the next meeting and provide input.

Commissioner Jakubowksi stated that she disagrees and thinks this is a good project for Frankfort. That is why she asked for the CC&R's.

Commissioner Wallrich stated that she agrees on wanting to see the CC&R's.

Commissioner Jakubowski stated that she would not like to see future variations requested on these lots.

Chair Schaeffer agreed and stated that she doesn't want future houses coming in to seek variations.

Commissioner Wallrich stated that there could be a prohibition on any future variations.

Commissioner Jakubowski stated that she would not want to place such a restriction on these future lots.

There was some discussion about what future lot buyers may need/want.

There was some discussion about the extent of the variations.

Sean O'Malley stated that they are very minimal variations.

Chair Schaeffer stated that she would like to keep the discussion orderly and go right down the headings in the staff report. Are there any questions or comments about the site plan?

Commissioner Wallrich asked if the bike path will be in the floodplain.

Brian Hertz and Sean O'Malley stated that it was moved out of the 1% chance floodplain.

Commissioner Wallrich asked if there was any discussion about providing a street stub to the east.

Steve Beemsterboer stated that he has spoken with them, and they intend to remain there for a long time and have no intention to sell. They have been working on a plan to redevelop parts of the property for their needs.

Chris Gruba stated that he has also been working with the property owner to the east and they are proposing a redevelopment that involves private streets. If there was a street stub to the east, it may not be able to connect with any future streets.

Commissioner Wallrich stated that she is not aware of the Village granting variations on virgin land. She stated that the width of Lot 26 is a concern. It is 108 feet wide and that

is a significant reduction from 120 feet. It is also a highly visible lot. It is on St. Francis so it may not be one of the more valuable lots. The PC/ZBA just dealt with a corner lot at the last meeting.

Commissioner Jakubowski stated that she also tells her clients about the issues with corner lots, but there is always a buyer.

There was a discussion about why the Village has granted variations in the past.

Commissioner Wallrich stated that many of those variations are on platted lots. This property is not platted.

Commissioner Wallrich asked Commissioner Jakubowksi if the project had to comply with the Zoning Ordinance does she feel that it would not be developed?

Sean O'Malley stated that the bike trail eats up some of the property.

Commissioner Wallrich asked staff how lot width is measured.

Chris Gruba explained that it is measured at the lot width.

Chris Gruba explained the variations that were granted for lot width on the McMahon 2-lot subdivision on Nebraska Street.

Commissioner Wallrich stated that those were for platted lots yes? This is for virgin unplatted land.

Seam O'Malley reiterated the large size of these lots. He stated that for the neighbor to the west to sell them 10 feet would cause an issue for her property.

Chair Schaeffer stated that the applicant tried to purchase more land from her, but she said no. She added that here we have a developer that is ready to go. There were past proposals for this property and nothing ever happened.

Commissioner Wallrich asked about the southernmost lots and proximity to the bike path.

Steve Beemsterboer stated that these are the high dollar lots and it will not be any surprise that there will be a bike path.

There was some discussion about whether there should be landscaping as a buffer to the bike path for those 2 lots.

Commissioner James stated that those 2 lots are only 40 feet wide at the street. If they are truly the premium lots, then remove one lot so they can be wider.

Commissioner Wallrich asked about the path on the neighboring property.

Sean O'Malley clarified that this is actually a driveway.

Commissioner Wallrich asked if there are any lots that have floodplain that will require floodplain insurance.

Brian Hertz stated no.

Commissioner Wallrich asked staff if there was a thought to create a dormant SSA for maintenance of the ponds.

Sean O'Malley stated that would be a huge red flag.

Commissioner Jakubowski stated that could impact market value. She stated that the CC&Rs should be adequate.

Commissioner Wallrich stated that if there is no HOA for whatever reason, at least in perpetuity, then a dormant SSA would be a way to ensure pond maintenance.

There was some discussion among the members regarding the idea of requiring a dormant SSA for pond maintenance.

Commissioner Jakubowski stated that there would be a mandatory HOA and they could establish protections and enact their own special assessment for pond maintenance if ever needed.

Sean O'Malley stated that these will be \$800,000 homes so the HOA will be in place and he has never seen an HOA go inactive.

Chair Schaeffer stated that she appreciated all of PW's thoughtful comments on what could happen in the future.

Chair Schaeffer asked if there could be some tree mitigation for any removed trees.

Commissioner Wallrich asked if staff or the applicant could provide a tally to show landscape and tree removal compliance.

Commissioner Wallrich asked if the berm along St. Frontage is undulating.

Chris Gruba stated that there are a few breaks.

Brian Hertz provided additional comments on why there are some breaks.

Commissioner Wallrich asked about the height of the retaining wall.

Brian Hertz stated that it varies. He pointed out the transition in height on Sheet 2A which was projected on the screen.

Commissioner Wallrich asked if 3 feet is the tallest it gets.

Brian Hertz stated yes on one tier. There are two tiers. The ledge between the tiers is about 5 feet.

Commissioner Wallrich asked if there would be grass on the ledge or stone.

Sean O'Malley asked what she prefers.

Commissioner Wallrich stated that she prefers no retaining walls at all.

Sean O'Malley stated that they also prefer not to have retaining walls, but they had to raise the whole site to avoid the need for a sanitary sewer lift station.

Commissioner Wallrich asked if there are any native plantings that require little or no maintenance.

Chair Schaeffer said that is a great question and wondered if Commissioner Wallrich had any ideas.

Commissioner Wallrich asked staff if the Village uses a landscaping consultant to review plans as was done in the past.

Chris Gruba stated that the Village did use a firm in the past but staff and the Village Engineer now typically review these.

Commissioner Wallrich asked about the topography of the property to the west.

Brian Hertz replied that it is very similar to this property.

Chair Schaeffer stated that the neighbor to the west may also need to raise her property.

Commissioner Knieriem asked how many yards of dirt had to be brought in?

Sean O'Malley stated about 5,000 cubic yards.

There was consensus that the applicant will investigate native plantings for the ledges between the retaining walls.

Commissioner Wallrich asked about the bike path location versus the location noted on the plan.

Commissioner Wallrich asked if there was a final decision about the dry or wet bottom ponds.

Brian Hertz stated that they have options. The south pond could be a wet bottom pond.

Chair Schaeffer stated that the Village Engineer is looking at the Code and what types of ponds will be required.

Chair Schaeffer asked the other members if there was consensus on the length of the culde-sac.

There was general agreement.

Chris Gruba stated that per the Public Works Department, the center of the cul-de-sac would be maintained by the HOA.

Sean O'Malley stated that he plans to make the entrance landscaping look very nice.

Commissioner Wallrich asked Chris Gruba why the Village would entertain the idea of private streets for the future redevelopment to the east. Some discussion ensued about public versus private streets.

Commissioner Wallrich asked if we have a master transportation plan that shows the subject property and immediate areas to the west and east.

Mike Schwarz stated that the Comprehensive Plan does have major and minor arterials shown but no local roadways are depicted on this property.

Chair Schaeffer asked the other members if there was a desire for another workshop.

Commissioner Knieriem stated that as long as they address the comments from this evening, he does not see the need for another workshop.

Commissioner Jakubowski asked for a recap of the items that the applicant should address.

There was some discussion about the responsibility of the maintenance of the retaining walls.

Sean O'Malley stated that the HOA would maintain these.

Commissioner James and Commissioner Wallrich stated that they would prefer a second workshop.

Commissioner Jakubowski asked for the CC&R's or an example from another subdivision such as Abbey Woods or Lighthouse Point.

Commissioner Wallrich asked Sean O'Malley if he chose the name for Lighthouse Point.

Sean O'Malley replied that he did. He liked the name.

PW stated that there is a famous garden design by Frederick Law Ohlmstead on the Sisters of St. Francis property.

Commissioner Wallrich asked how are we addressing the standards for granting the variations being requested.

Chris Gruba stated that these are special variations as they will be part of the annexation agreement.

Sean O'Malley stated they he provided findings to staff.

Commissioner Knieriem stated that he does not think another workshop is needed but will not stand in the way of the others who may wish to look at it a second time.

There was consensus that the June 22nd meeting would be targeted subject to the engineering being ready.

E. Public Comments

There were no public comments.

F. Village Board & Committee Updates

There were no Village Board & Committee Updates.

G. Other Business

There was no other business.

There was some discussion about the number of cases on the June 8th agenda.

Staff stated there are at least 4 cases including 3 public hearings.

There was some discussion about the status of the Planner recruitment.

There was some discussion about the next steps for 213 Nebraska Street.

There was some discussion about the future of the bowling alley at 15 Ash Street.

There was some discussion about the members planning to attend the next meeting and how far in advance that staff prefers to confirm a quorum.

H. Attendance Confirmation (June 8th, 2023)

Chair Schaeffer asked the members of the Plan Commission to notify staff if they know they would not be able to attend the June 8th meeting.

Motion (#6): Adjournment 9:39 P.M.		
Motion by: Jakubowski	Seconded by: Knieriem	
The motion was unanimously approv	ved by voice vote.	
Approved June 8th, 2023		
As Presented As Amended		
/s/ Nichie	Schaeffer, Chair	
/s/ Secreta	ry	



Project: Snapp-Maida Residence

Meeting Type: Public Hearing

Request: Variation for residential fence height

Location: 8563 Stone Creek **Applicant:** Jordan Snapp Maida

Prop. Owner: Same **Representative:** Same

Staff Reviewer: Christopher Gruba, Senior Planner

Site Details

Lot Size: 0.71 acres (30,864) sq. ft. **PIN(s):** 19-09-35-308-011-0000

Existing Zoning: R-2 **Proposed Zoning:** N/A

Buildings / Lots: 1 house w/ attached garage

House size: 4,258 square feet

Adjacent Land Use Summary:

	Land Use	Comp. Plan	Zoning
Subject Property	Residential	Single-Family	R-2
North	Residential	Single-Family	R-2
South	Residential	Single-Family	R-2
East	Residential	Single-Family	R-2
West	Residential	Single-Family	R-2



Figure 1. Location Map

Project Summary

The applicant, Jordan Snapp-Maida, seeks to construct a new 5' tall faux wrought iron fence along the secondary frontage of her property located at 8563 Stone Creek Boulevard. The house is a corner lot with frontage on both Stone Creek Boulevard and Blue Stone Court. The fence would be placed along the frontage along Blue Stone Court. Fences within the required 30' front yard setback must be decorative in nature, being at least 50% visibly transparent and 4' tall or less. The proposed fence would measure 5' tall for its entire length, requiring a variation from Article 7, Section G, Part 1 of the Zoning Ordinance.

Attachments

- 1. Location Map, prepared by staff (VOF GIS) scale 1:4,000 & 1:1,000
- 2. PC/ZBA meeting minutes excerpt of May 11, 2023
- 3. Variation Findings of Fact, submitted by applicant
- 4. Plat of Survey
- 5. Detail of proposed fence
- 6. Landscape Plan with location of fence noted

History

Staff This project was reviewed by the PC/ZBA on May 11, 2023. At that time, the applicant requested to keep the public hearing open to give her time to think about her options and possibly amend her plan. The PC/ZBA motioned to continue the public hearing until June 8, 2023. After the meeting, staff verbally discussed options with the applicant, but revised plans were not submitted. As such, the staff report and supporting documentation is largely unchanged since the first public hearing.

Analysis —

Staff offers the following comments regarding the variation request:

- 1. The property is an irregularly shaped corner lot, having frontage on both Stone Creek Boulevard and Blue Stone Court. The driveway access is from Blue Stone Court. The lot is conforming with regard to lot area, width and depth for the R-2 zone district.
- 2. The Zoning Ordinance requires that all fencing within a required 30' front yard setback must be decorative and 4' tall or under within the R-2 zone district. The applicant is proposing a decorative faux wrought iron fence in the front yard.
- 3. The proposed fence would be set back 10' from the front property line along Blue Stone Court in order to provide additional landscaping and screening of the fence from view of the street. The Landscape Plan illustrates 9 Giant Arborvitae, 3 Spruce Trees and 2 Redpointe Maples between the fence and the sidewalk. Additional landscaping is proposed along perimeter of the fence within the rear yard.
- 4. The lots with access to Blue Stone Court (where the fence would be placed) are almost entirely developed, with six homes that have driveway access to Blue Stone Court. As such, the fence would only be primarily noticeable to these 6 residents (including the applicant) and not the entire subdivision.

Standards for Variations

For reference during the public hearing, 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 variation 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;

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.

Affirmative Motions ——

1. Recommend the Village Board approve the variation from Article 7, Section G, Part 1 of the Zoning Ordinance to permit installation of a 5' tall decorative fence within the required 30' front yard setback, on the property located at 8563 Stone Creek Boulevard, in accordance with the reviewed plans and public testimony.

There was a brief discussion about whether or not the last two variations should be combined. It was decided that separate motions were preferred.

Motion (#3): To approve a variation related to 1st floor building materials subject to the condition that the building elevations be updated to match the color building rendering

Motion by: Knieriem Seconded by: James

Approved: (6-0)

<u>Motion (#4):</u> To approve a variation related the minimum lot area per the Zoning

Ordinance

Motion by: James Seconded by: Wallrich

Approved: (6-0)

Motion (#5): To approve a variation related the minimum lot area per the Land Subdivision Regulations

Subdivision Regulations

Motion by: Markunas Seconded by: Wallrich

Approved: (6-0)

Motion (#6): To approve the Benjamin's Way Plat of Subdivision, subject to the condition that the applicants shall either install a public sidewalk along the Bowen Street property frontage as required by the Land Subdivision Regulations, or shall provide the equivalent cash-in-lieu amount of said sidewalk, subject to the approval of the Department of Public Works.

Motion by: Wallrich Seconded by: Hogan

Approved: (6-0)

C. Public Hearing: 8563 Stone Creek – Maida Residence

Chris Gruba presented the staff report.

He further explained the landscape height limitation of 4'and stated that perhaps the plantings can be swapped out to comply.

The applicant Jordan Snapp Maida stated her request. She stated that she received special approval from the HOA. This fence is in what she perceives as her back yard.

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

Commissioner Markunas asked if she received any of the Certified Mail green cards back.

The applicant responded yes just today. She submitted these for the record. She added that several neighbors were not able to send her letters of support today.

Commissioner Hogan asked staff to clarify the fence height requirement.

Chris Gruba provided a response stating that as this is a corner lot it has two front yards and therefore a fence is limited to a 4' open decorative fence unless it respects the front yard setback of 30'.

Commissioner Wallrich asked about the scale of the plan in the packet versus the aerial exhibit. She has requested staff to prepare an exhibit identifying where a 5' fence could be erected.

Chris Gruba responded that the survey in the packet was to scale whereas the Landscape Plan or Fence Plan was not exactly to scale.

Commissioner Wallrich discussed the need to meet the Findings of Fact. She does not believe that there is a hardship. She stated that the 4' fence and landscaping could deter a dog. She found other homes in the neighborhood that met Code. She asked why her property is any different than those.

Ms. Snapp Maida stated that her request is for the safety of her child. There is a property near the park that has a taller fence at the SWC of High Stone and Pine Ridge (8581).

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

Commissioner Markunas asked if the applicant would be comfortable with a 4' fence.

Ms. Snapp Maida replied that she would not.

Commissioner Markunas asked if the home to the north has a fence.

Ms. Snapp Maida stated that they just installed one. The neighbor has a pitbull.

With no other initial questions, Chair Schaeffer asked if there was anyone from the public that wanted to provide testimony. There was no response.

Motion #7: Close the public hearing.

Motion by: Markunas Seconded by: Hogan

Approved: (6-0)

Commissioner Knieriem stated that this is a civil matter. Adults should have conversations. If there is an issue with the dog, she can contact the Police.

Commissioner James stated that he also has a neighbor with a Pitbull. He and his neighbor do not have fences. He does not see that there is a hardship.

Commissioner Wallrich suggested that an invisible fence might be an option even though it would add an expense for the neighbor.

Commissioner Hogan asked the applicant if landscaping could be used for a barrier instead.

Ms. Snapp Maida responded that she prefers not to go with that option.

Chair Schaeffer summarized that there is no hardship. She stated that they could try to work with her on a combination of fence and landscaping.

Commissioner Wallrich clarified that if the applicant can comply with Code, then there is no need for the PC/ZBA to take action.

Chris Gruba stated the voting options for the PC/ZBA.

Commissioner Markunas suggested that the applicant request to table.

Commissioner Wallrich questioned the need to table since there appeared to be a consensus that there is no hardship and if she complied with code there would be no reason to return. There was general discussion as to when she could reapply for a variance if it were denied.

Motion (#8): To re-open the Public Hearing.

Motion by: Markunas Seconded by: James

Approved: (6-0)

Motion (#9): To keep open and continue the Public Hearing to June 8, 2023.

Motion by: Knieriem Seconded by: James

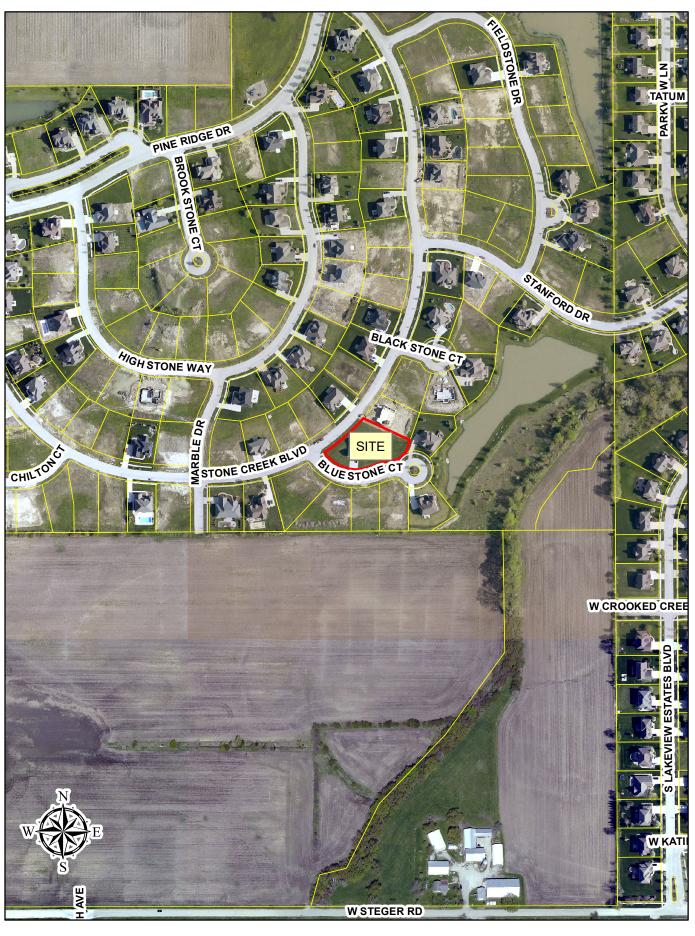
Approved: (6-0)

D. Public Hearing: 7654 W. Lincoln Highway – Circle K Redevelopment

Mike Schwarz presented the staff report.

The PC/ZBA paused the meeting for a break at 8:04 pm.

8563 Stone Creek - variance request



7 0 250 500 1,000 Feet

8563 Stone Creek - Fence Height Variation





Application for Plan Commission / Zoning Board of Appeals Review Standards of Variation

Article 3, Section B, Part 3 of the Village of Frankfort Zoning Ordinance lists "findings" or "standards" that the Zoning Board of Appeals must use to evaluate every variation request. The Zoning Board of Appeals must answer the following three findings favorable to the applicant based upon the evidence provided. To assist the Zoning Board of Appeals in their review of the variation request(s), please provide responses to the following "Standards of Variation." Please attach additional pages as necessary.

1. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone;

Following the current fence guidelines, we would lose a sizeable portion of our yard. In doing so, we would not be left with much usable space in our backyard.

2. That the plight of the owner is due to unique circumstances; and

Our property is oddly shaped, and our house sits at a strange angle on the property.

Additionally, we are worried about the safety of our toddler with an aggressive dog living behind us (hence the desire for a 5 foot fence rather than a 4 foot fence).

3. That the variation, if granted, will not alter the essential character of the locality.

Our fence will match those of the other fenced homes in our neighborhood. Our fence plan met the strict aesthetic and functional guidelines set forth by our HOA board. OUr landscaping plan also includes trees and bushes between the fence and the street along Blue Stone Court, reducing a portion of the view of the fence.

For the purpose of supplementing the above standards, the Zoning Board of Appeals also determines if the following seven facts, favorable to the applicant, have been established by the evidence. Please provide responses to the following additional "Standards of Variation."

1. That the particular physical surroundings, shape or topographical conditions of the specific property involved will bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out;

Because of the way our house is angled on our oddly shaped lot, we would lose a good portion of our usable backyard space. Additionally, we would not be able to utilize our backyard due to the safety concern without a 5 foot fence.

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;

We have a uniquely shaped lot, unlike others in our area, that is preventing us from putting up the fence necessary to keep our child safe.

3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;

We have no plans to move from this house, we are hoping it will be our forever home for our family.

4. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property;

No one has this particular interest in our property.

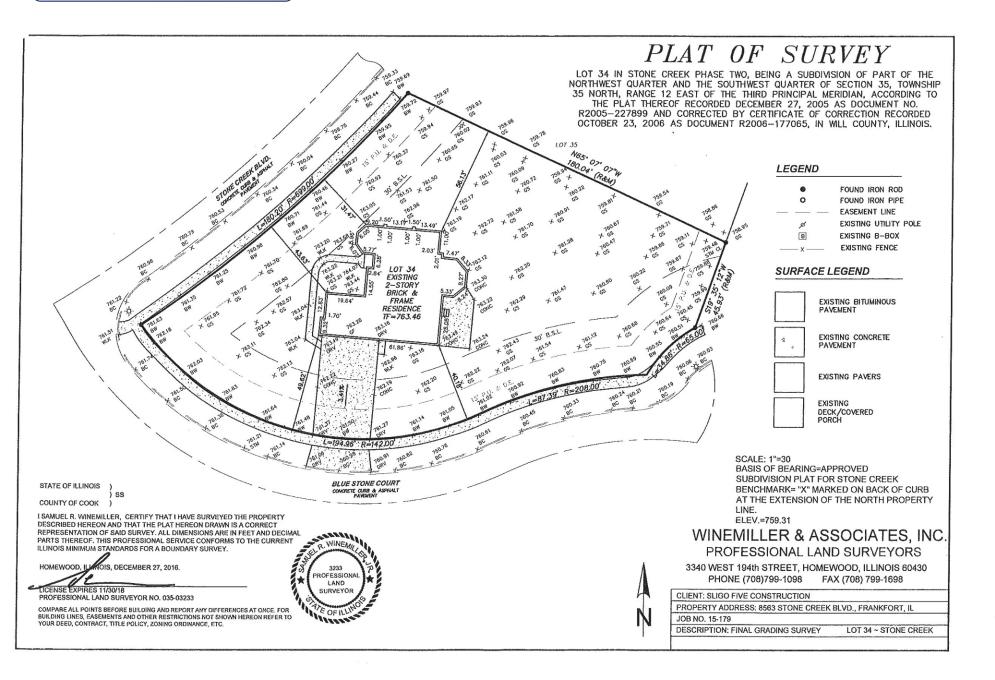
5. That the granting of the variation will not be detrimental to the public welfare or unduly injurious to other property or improvements in the neighborhood in which the property is located;

We have met the strict aesthetic and functional guidelines set forth by our HOA board. If approved, our fence will match those of every other fenced home in our neighborhood.

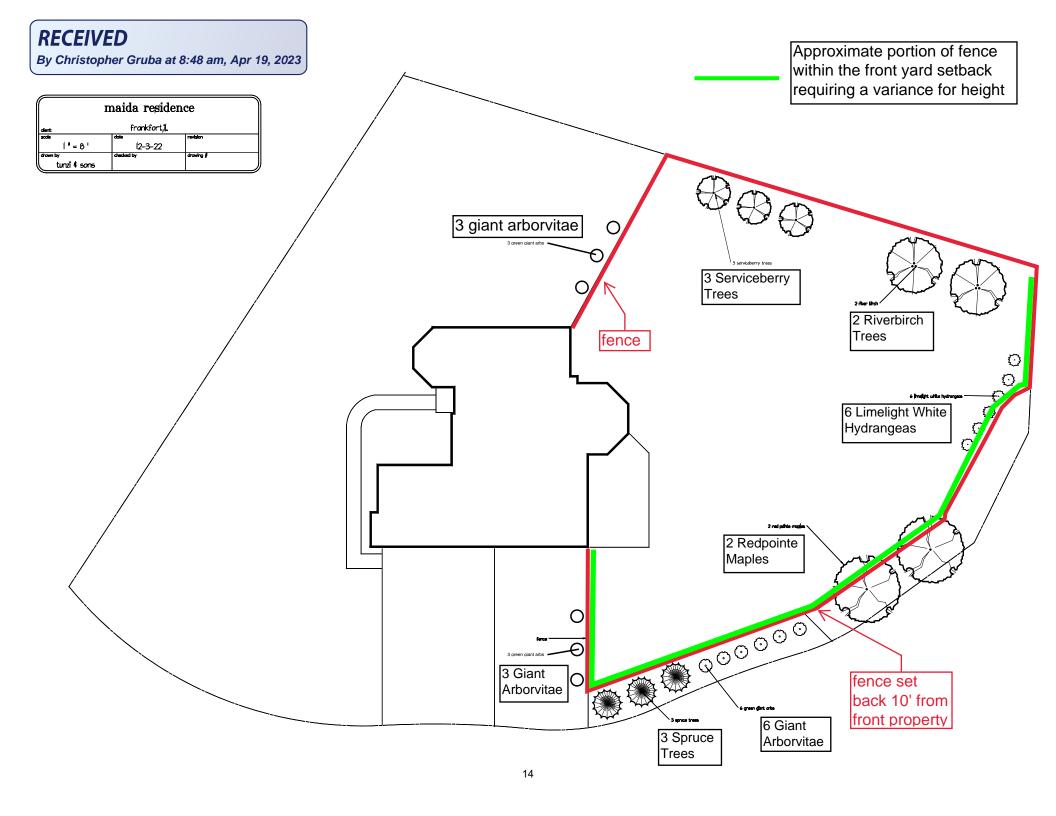
- 6. That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed, or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood; or
 - We have met the strict aesthetic and functional guidelines set forth by our HOA board. If approved, our fence will match those of every other fenced home in our 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.
 - No, this fence will not impair an adequate supply of air to the adjacent property, substantially increase the danger of fire, otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood. If approved, our fence will match those of every other fenced home in our neighborhood.

RECEIVED

By Christopher Gruba at 8:43 am, Apr 19, 2023









Project: 86 Degrees Auto Group LLC

Meeting Type: Public Hearing

Request: Special Use for automobile sales **Location:** 9232 Gulfstream Road Unit C

Subdivision: Unit C in Gulfstream II Condos of Lot 58 in Airport Industrial Park Unit 2

Applicant: Yaxin Yu

Prop. Owner: Deima Dream Properties LLC

Representative: Same as applicant

Report by: Michael J. Schwarz, AICP

Site Details

Lot Size: 1.02 acres

PIN: 19-09-34-326-015-1003
Existing Zoning: I-1 Limited Industrial District

Proposed Zoning: I-1 Limited Industrial District with a Special Use for

automobile sales

Buildings: 1 building (13,940.16 square feet)

Total Sq. Ft.: 3,368.77 square feet (Unit C tenant space)

Adjacent Land Use Summary:

	Land Use	FLU Map	Zoning
Subject Property	Industrial	Business Park	I-1
North	Industrial	Business Park	I-1
South	Industrial	Business Park	I-1
East	Industrial	Business Park	I-1
West	Industrial	Business Park	I-1



Project Summary -

The applicant is requesting a Special Use Permit for automobile sales at 9232 Gulfstream Road, Unit C. The applicant is the sole employee of the business at this time. The applicant has indicated that the interior of the 3,368.77 square-foot tenant space will serve as the showroom for vehicles and no vehicles will be displayed for sale or stored outdoors in the existing exterior striped parking spaces. According to the applicant, the Unit C tenant space lease includes the right to use an existing enclosed outdoor storage area located behind the building (Ordinance No. 2155 granted a Special Use Permit for the outdoor storage of construction equipment materials on 2.22.05; those materials are no longer on the property). However, the applicant has indicated to staff that there is no initial desire to store vehicles within this approximate 2,538 square-foot outdoor area which is approximately 47 feet by 54 feet. Staff estimates that the existing enclosed outdoor storage area could potentially store approximately 10 vehicles. The applicant estimates that approximately 20 vehicles could be stored and/or displayed inside the tenant space. Given that a standard parking space is 9 feet by 18 feet, or 162 square feet, this estimate may be accurate depending on how much space is devoted to the sales office. The applicant has provided a brief Business Narrative (attached). Staff notes that the Business Narrative indicates a 4,400 square-foot tenant space, but this conflicts with the Plat of Survey which indicates a 3,368.77 square-foot tenant space.

Attachments

- 2020 Aerial Photograph from Will County GIS
- Plat of Survey dated 9.6.05
- Site photos taken 6.2.23
- Business Narrative provided by applicant
- Special Use Findings of Fact prepared by applicant
- Special Use Findings of Fact Commissioner Evaluation Form

Analysis -

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

Use, Occupancy, and Space

• The applicant's proposed business involves used automobile sales. At this time, the applicant is the sole employee of the business who would be working within the tenant space. The Business Narrative provided by the applicant states that the business hours are 10:00 a.m. and 7:00 p.m. from Monday through Friday and 10:00 a.m. to 6:00 p.m. on Saturday. At this time, the owner does not intend to be open on Sunday.

Parking

- Per the Zoning Ordinance, the automobile sales category requires 2 parking spaces per salesperson, plus 1 parking space for additional employees. The applicant has indicated that there is only 1 employee at this time. For purposes of the required parking calculation, this person would be considered a salesperson. Therefore, per the Zoning Ordinance, the proposed use would require 2 parking spaces.
- The existing parking lot has a total of 22 striped and 2 unstriped parking spaces. There is also a paved
 parking and drive-aisle area located behind the building beyond the paved and enclosed outdoor storage
 area. The following table breaks down the parking requirements for the proposed and existing tenants
 within the building.

Tenant	Spaces Per	Spaces Per Square	Total Required
(Parking Category and area of	Employee	Footage/Bay	Parking by
tenant space)	Required by Zoning	Required by Zoning	Zoning
	Ordinance	Ordinance	Ordinance per
	(Actual employees)		Tenant
UNIT A (3,790.16 SF)	NA	2 per 1,000 SF	8 spaces
Metro Power	(3 employees	(8 spaces required)	
(Light Industry Parking Category)	typically on site at		
	same time)		
UNIT B (3,803.80 SF)	NA	2 per 1,000 SF	8 spaces
Architectural Sealants Inc.	(7 current	(8 spaces required)	
(Light Industry Parking Category)	employees, 2		
	typically on site at		
	same time)		
UNIT C (3,368.77 SF)	2 per salesperson (1	NA	2 spaces
Proposed 86 Degrees Automobile	salesperson at		
Sales	present), plus 1 per		
(Automobile Sales Parking Category)	employee (0 other		
	employees at		
	present)		

UNIT D (2,977.43 SF)	NA	2 per 1,000 SF	6 spaces
CURRENTLY VACANT		(6 spaces required)	
Formerly occupied by Great Lakes			
Lifting (lift rentals)			
(Light Industry Parking Category)			
Total Zoning Ordinance Required			24 spaces
Parking			
Total Available on Site			24 spaces

Adjustments to Required Parking —

For reference during the workshop, Article 7, Part 5 of the Village of Frankfort Zoning Ordinance describes the circumstances in which the Plan Commission may adjust the minimum number of required parking spaces in the business and industrial districts on a case-by-case basis.

- a. Purpose. The purpose of this section is to allow adjustments to the minimum number of parking spaces required to avoid construction of unnecessary and excessive off-street parking facilities. Reducing the requirements for off-street parking facilities is intended to provide for more cost-efficient site development, to minimize impervious surface, to minimize storm water runoff, to avoid construction of unnecessarily large storm water management facilities, and to provide more landscape areas and open space on business and industrial sites. To achieve these purposes, the Plan Commission may reduce the minimum number of required off-street parking spaces in specific cases as described in this Part 5.
- b. Adjustments. In all business and industrial districts, the minimum number of required parking spaces may be adjusted by the Plan Commission on a case-by-case basis. The petitioner for such an adjustment shall show to the satisfaction of the Plan Commission that adequate parking will be provided for customers, clients, visitors, and employees. 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.

When a reduction of parking spaces attributable to shared parking or off-site parking is requested, the petitioner shall submit written verification that such parking is available and shall include copies of any contracts, joint lease agreements, purchase agreements, and other such documentation to show that shared parking can be accomplished. Off-site shared parking spaces shall be clearly posted for the joint use of employees, and/or tenants, or customers of each respective use sharing those spaces.

3. Use of Alternative Transportation. Upon demonstration to the Plan Commission that effective alternative transportation to the automobile will occur, the Plan Commission may reduce parking

requirements. Alternative transportation may include, but is not limited to, bus transit, van pool operations, car pool/ride sharing, and bicycles. Proposals for adjustments of parking under this section shall show how the alternative transportation modes will be implemented, the permanency of such modes, extent of the program, the number of vehicles the mode will replace, and other pertinent information.

- c. Banked Parking Spaces. As a condition of a reduction in parking requirements, the Plan Commission may require banked parking spaces. In such cases, the site plan for the business or industrial use shall provide sufficient open space on the subject site to accommodate the additional parking space otherwise required by this Ordinance. Such open space shall be in addition to required yards, setbacks, driveways, private streets, loading and service areas. Sufficient open space shall be provided which, if converted to parking spaces, would:
 - Provide off-street parking to meet the full requirements of this Ordinance at the time of application, and
 - 2. Ensure that the site shall not exceed the maximum impervious lot coverage as set forth in Article 6.

Standards for Special Uses

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.

Findings for Consideration

The Plan Commission/Zoning Board of Appeals finds:

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 Motion —

For the Commission's consideration, staff provides the following potential affirmative motion:

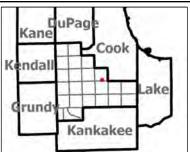
Recommend that the Village Board approve the request for a Special Use Permit for automobile sales in the I-1 Limited Industrial District, for the property located at 9232 Gulfstream Road, Unit C, Frankfort, Illinois (PIN: 19-09-34-326-015-1003), in accordance with the submitted plans, public testimony, and Findings of Fact, subject to the following condition(s):

- 1. There shall be no sales inventory vehicles displayed and/or stored in the existing exterior striped parking spaces.
- 2. The applicant and/or the property owner shall install privacy slats or a similar type of screening (such as tennis court style screening) on the existing chain-link fence that encloses the outdoor storage area, prior to occupancy of Unit C.



9232 Gulfstream Road





Legend

Address Points

Roadways

Federal

State

County

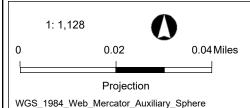
Local and Private

Parcels

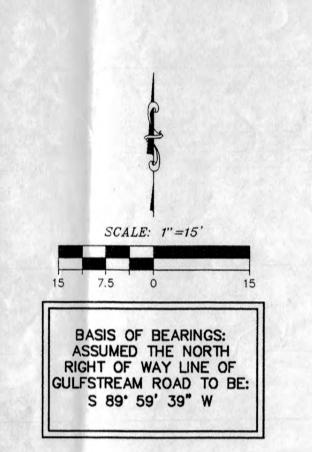
Townships

Notes

Date: 6/1/2023



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 rhackers 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 ew 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.



LAURIE MCPHILLIPS 38P R 2005156041 Will County Recorder Page 37 of 38 Recording Fees:

PLAT OF SURVEY

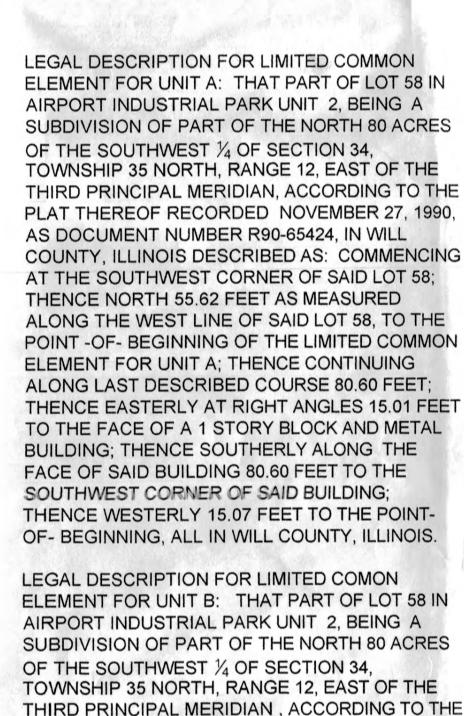
PAUL R. STANCATO LAND SURVEYING & CONSULTING SERVICES ILLINOIS REGISTERED LAND SURVEYOR

EXHIBIT "A" GULFSTREAM II CONDOMINIUM SHEET 1 OF 2 SURVEY

LOT 58, IN AIRPORT INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTH 80 ACRES OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1990, AS DOCUMENT NUMBER R90-65424, IN WILL COUNTY, ILLINOIS.

PIN NUMBER: 09-34-326-005-0000

150.00 N 89°59'39" E



PAUL R. STANCATO

LAND SURVEYING &

8243 WEST LINCOLN HIGHWAY

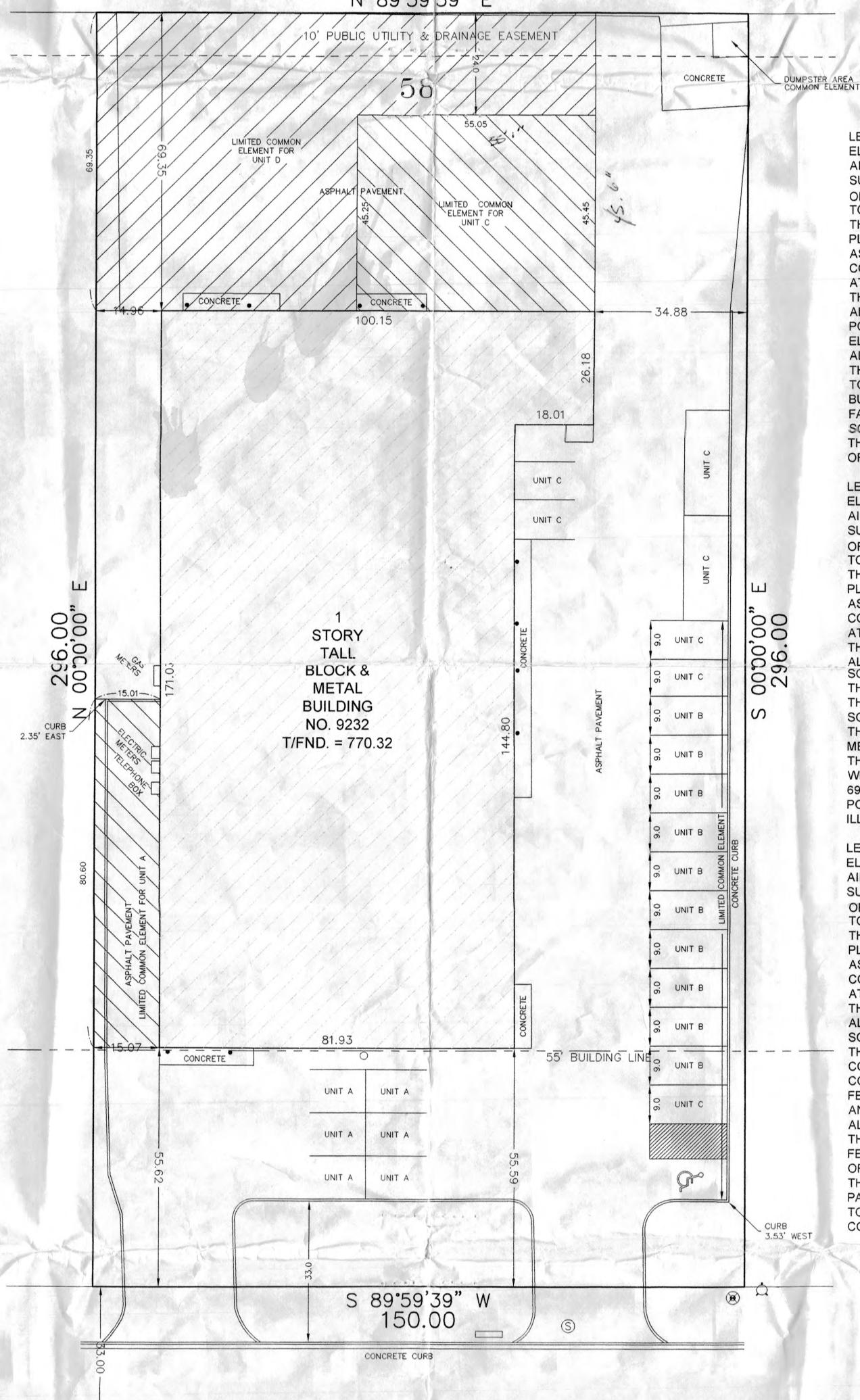
FRANKFORT, IL 60423

PHONE (815) 464-7070 FAX (815) 469-7477

CONSULTING SERVICES

THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1990, AS DOCUMENT NUMBER R90-65424, IN WILL COUNTY, ILLINOIS DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 58; THENCE EASTERLY 115.12 FEET AS MEASURED ALONG THE NORTH LINE OF SAID LOT 58; THENCE SOUTHERLY AT RIGHT ANGLES 24.00 FEET. THENCE WESTERLY 55.05 FEET, PARALLEL WITH THE NORTH LINE OF SAID LOT 58: THENCE SOUTHERLY AT RIGHT ANGLES 45.25 FEET TO THE NORTH FACE OF A 1 STORY BLOCK AND METAL BUILDING: THENCE WESTERLY ALONG THE FACE OF SAID BUILDING 60.07 FEET TO THE WEST LINE OF SAID LOT 58; THENCE NORTHERLY 69.35 FEET ALONG SAID WEST LINE TO THE POINT-OF-BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

LEGAL DESCRIPTION FOR LIMITED COMMON ELEMENT FOR UNIT C: THAT PART OF LOT 58 IN AIRPORT INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTH 80 ACRES OF THE SOUTHWEST 1/4 OF SECTION 34. TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1990, AS DOCUMENT NUMBER R90-65424. IN WILL COUNTY, ILLINOIS DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 58; THENCE EASTERLY 115.12 FEET AS MEASURED ALONG THE NORTH LINE OF SAID LOT 58; THENCE SOUTHERLY AT RIGHT ANGLES 24.00 FEET TO THE POINT-OF-BEGINNING OF THE LIMITED COMMON ELEMENT FOR UNIT C; THENCE CONTINUING ALONG LAST DESCRIBED LINE 45.45 FEET TO THE NORTH FACE OF A 1 STORY BLOCK AND METAL BUILDING; THENCE WESTERLY ALONG THE FACE OF SAID BUILDING 55.05 FEET THENCE NORTHERLY AT RIGHT ANGLES 45.25 FEET TO A POINT THAT IS 24.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID LOT 58 THEREFROM: THENCE EASTERLY 55.05 FEET PARALLEL WITH THE NORTH LINE OF SAID LOT 58 TO THE POINT-OF-BEGINNING, ALL IN WILL COUNTY, ILLINOIS.



REVISION 9-6-2005.

DESCRIPTION: PLAT

GULFSTREAM -ROAD

UNIT SQUARE FOOTAGE: (MEASURE)

3790.16 SQUARE FEET +/-UNIT A 3803.80 SQUARE FEET +/-UNIT B 3368.77 SQUARE FEET +/-2977.43 SQUARE FEET +/-UNIT C

PERCENTAGE OF DWNERSHIP IN COMMON ELEMENTS AS CALCULATED BY OTHERS.

+/-UNIT A

UNIT B

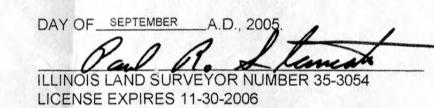
UNIT C 24% +/-UNIT D +/-



STATE OF ILLINOIS } ss

I, PAUL R. STANCATO, DO HEREBY CERTIFY THAT I HAVE SURVEYED FOR JEFF GRAEFEN, THE ABOVE DESCRIBED TRACT OF LAND AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY

GIVEN UNDER MY HAND AND SEAL THIS ____ 2ND.



6) REFER TO ARCHITECTUM 7) VAULTED CEILINGS ARM 8) THIS SURVEY IS BASE: PLATS, AND DOCUMENT 9) NO TITLE POLICY WAS 10) FIELD WORK COMPLETED 11) INTERIOR MEASUREMENT: SURFACES.	E TYPICALLY 2.0 D UPON FIELD O S. REVIEWED FOR D ON AUGUST 29	00' HIGHER AT F BSERVATION, R THIS SURVEY. 0, 2005.	PEAK. ECORDS, M
JOB NUMBER: FF-05-3670	DRAWN BY: WH	CHECKED BY: PRS	
CLIENT: GRAEFEN	SCALE: 1" = 15'	DATE: 08-31-05	11.000
LOCATION: 9232 GULFSTREAM ROAD	FIELD WORK COME	PLETED: 08-29-05	
FRANKFORT, ILLINOIS	XREF JOB NUMBE	D.	
Transition (Landie	I YKEL DOR HOWRE	N.	A CONTRACTOR

ELEVATIONS BASED ON BENCHMARK USED ON TOP FLANGE BOLT ON HYDRANT AT 9216 GULFSTREAM. ELEVATION = 770,43. THE PARCEL INCLUDED IN THIS RECORD OF DEED APPEARS TO FALL IN ZONE X. THIS INFORMATION IS TAKEN FROM FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY MAP PANEL NUMBER 17197C0327E DATED 09-06-95. THIS IS SUBJECT TO POSSIBLE SCALING INTERPETATION AND MAP REPRODUCTION ERRORS. TIES AND BUILDING DIMENSIONS ARE TAKEN FROM THE CONCRETE FOUNDATION TO LOT LINES.

REFER TO COVENANTS AND RESTRICTIONS FOR COMMON ELEMENTS.
REFER TO COVENANTS AND RESTRICTIONS FOR LIMITED COMMON ELEMENTS.

Yr Bk Pg: PAPER



LAND SURVEYING & CONSULTING SERVICES ILLINOIS REGISTERED LAND SURVEYOR

PAUL R. STANCATO LAND SURVEYING & CONSULTING SERVICES 8243 WEST LINCOLN HIGHWAY FRANKFORT, IL 60423 PHONE (815) 464-7070 FAX (815) 469-7477



LOT 58, IN AIRPORT INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTH 80 ACRES OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1990, AS DOCUMENT NUMBER R90-65424, IN WILL COUNTY, ILLINOIS.

PIN NUMBER: 09-34-326-005-0000

LEGAL DESCRIPTION FOR LIMITED COMMON ELEMENT FOR UNIT A: THAT PART OF LOT 58 IN AIRPORT INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTH 80 ACRES OF THE SOUTHWEST 1/4 OF SECTION 34. TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1990. AS DOCUMENT NUMBER R90-65424. IN WILL COUNTY, ILLINOIS DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 58; THENCE NORTH 55.62 FEET AS MEASURED ALONG THE WEST LINE OF SAID LOT 58, TO THE POINT -OF- BEGINNING OF THE LIMITED COMMON **ELEMENT FOR UNIT A: THENCE CONTINUING** ALONG LAST DESCRIBED COURSE 80.60 FEET; THENCE EASTERLY AT RIGHT ANGLES 15.01 FEET TO THE FACE OF A 1 STORY BLOCK AND METAL BUILDING: THENCE SOUTHERLY ALONG THE FACE OF SAID BUILDING 80.60 FEET TO THE SOUTHWEST CORNER OF SAID BUILDING: THENCE WESTERLY 15.07 FEET TO THE POINT-OF- BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

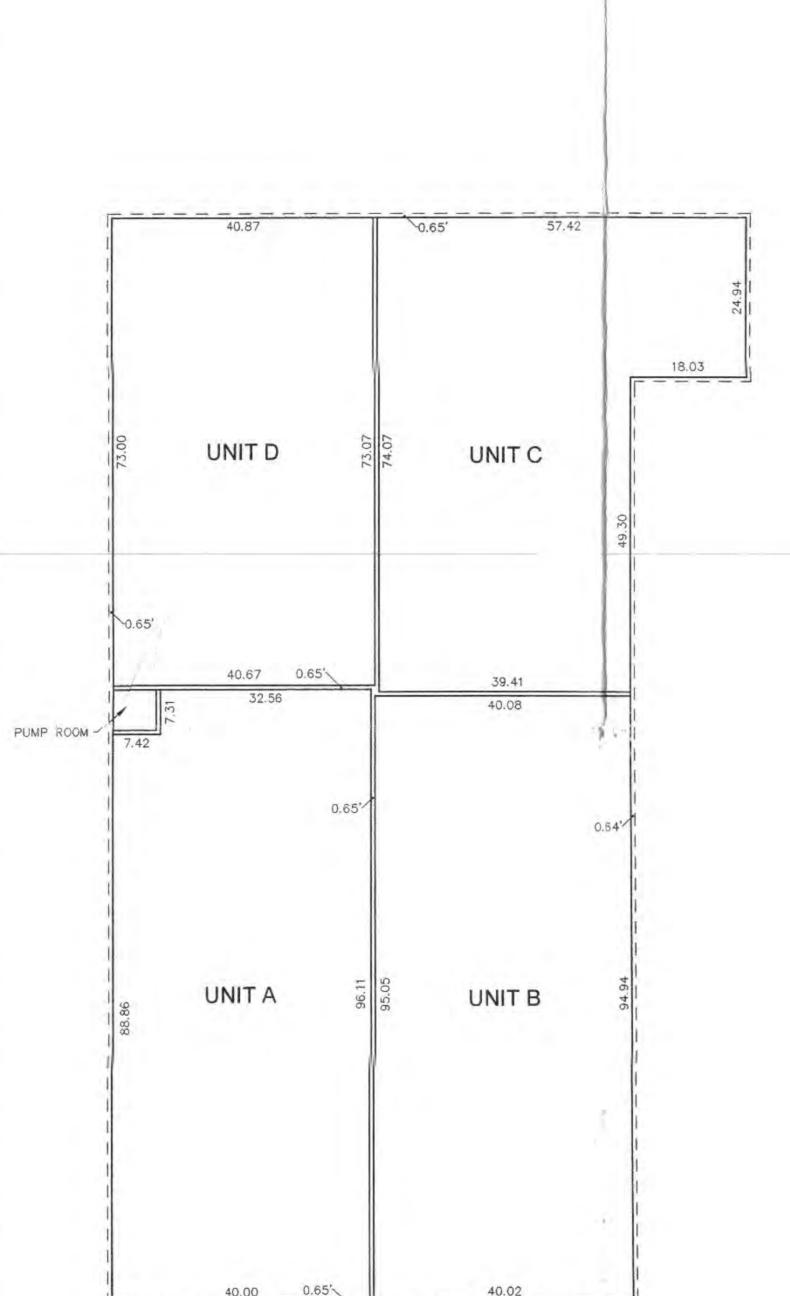
SCALE: 1"=15"

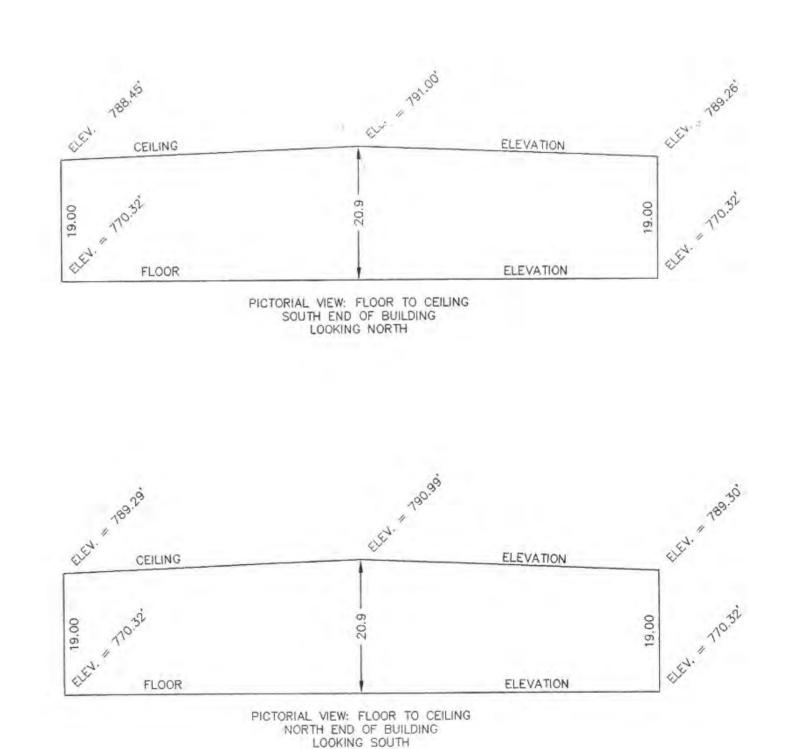
ASSUMED THE NORTH RIGHT OF WAY LINE OF

GULFSTREAM ROAD TO BE: S 89° 59' 39" W

LEGAL DESCRIPTION FOR LIMITED COMON ELEMENT FOR UNIT B: THAT PART OF LOT 58 IN AIRPORT INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTH 80 ACRES OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1990, AS DOCUMENT NUMBER R90-65424, IN WILL COUNTY, ILLINOIS DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 58; THENCE EASTERLY 115.12 FEET AS MEASURED ALONG THE NORTH LINE OF SAID LOT 58; THENCE SOUTHERLY AT RIGHT ANGLES 24.00 FEET; THENCE WESTERLY 55.05 FEET, PARALLEL WITH THE NORTH LINE OF SAID LOT 58: THENCE SOUTHERLY AT RIGHT ANGLES 45.25 FEET TO THE NORTH FACE OF A 1 STORY BLOCK AND METAL BUILDING: THENCE WESTERLY ALONG THE FACE OF SAID BUILDING 60.07 FEET TO THE WEST LINE OF SAID LOT 58; THENCE NORTHERLY 69.35 FEET ALONG SAID WEST LINE TO THE POINT-OF-BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

LEGAL DESCRIPTION FOR LIMITED COMMON ELEMENT FOR UNIT C: THAT PART OF LOT 58 IN AIRPORT INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTH 80 ACRES OF THE SOUTHWEST 1/4 OF SECTION 34. TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1990, AS DOCUMENT NUMBER R90-65424, IN WILL COUNTY, ILLINOIS DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 58: THENCE EASTERLY 115.12 FEET AS MEASURED ALONG THE NORTH LINE OF SAID LOT 58; THENCE SOUTHERLY AT RIGHT ANGLES 24.00 FEET TO THE POINT-OF-BEGINNING OF THE LIMITED COMMON ELEMENT FOR UNIT C; THENCE CONTINUING ALONG LAST DESCRIBED LINE 45.45 FEET TO THE NORTH FACE OF A 1 STORY BLOCK AND METAL BUILDING: THENCE WESTERLY ALONG THE FACE OF SAID BUILDING 55.05 FEET; THENCE NORTHERLY AT RIGHT ANGLES 45.25 FEET TO A POINT THAT IS 24.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID LOT 58 THEREFROM: THENCE EASTERLY 55.05 FEET PARALLEL WITH THE NORTH LINE OF SAID LOT 58 TO THE POINT-OF-BEGINNING, ALL IN WILL COUNTY, ILLINOIS.





REVISION 9-6-2005.

ELEVATIONS BASED ON BENCHMARK USED ON TOP FLANGE BOLT ON HYDRANT AT 9216 GULFSTREAM. ELEVATION = 770.43. 2) THE PARCEL INCLUDED IN THIS RECORD OF DEED APPEARS TO FALL IN ZONE X, THIS INFORMATION IS TAKEN FROM FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY MAP PANEL NUMBER 17197C0327E DATED 09-06-95. THIS IS SUBJECT TO POSSIBLE SCALING INTERPETATION AND MAP REPRODUCTION ERRORS.

3) TIES AND BUILDING DIMENSIONS ARE TAKEN FROM THE CONCRETE FOUNDATION TO LOT LINES. 4) REFER TO COVENANTS AND RESTRICTIONS FOR COMMON ELEMENTS.

5) REFER TO COVENANTS AND RESTRICTIONS FOR LIMITED COMMON 6) REFER TO ARCHITECTURAL PLANS FOR PARTY WALL THICKNESS.

7) VAULTED CEILINGS ARE TYPICALLY 2.00' HIGHER AT PEAK. 8) THIS SURVEY IS BASED UPON FIELD DBSERVATION, RECORDS, MAPS,

PLATS, AND DUCUMENTS. 9) NO TITLE POLICY WAS REVIEWED FOR THIS SURVEY. 10) FIELD WORK COMPLETED ON AUGUST 29, 2005. 11) INTERIOR MEASUREMENTS SHOWN HEREON ARE TO UNFINISHED

SURFACES. JOB NUMBER: FF-05-3670 DRAWN BY: WH | CHECKED BY: PRS SCALE: 1" = 15' DATE: 08-31-05 CLIENT: GRAEFEN FIELD WORK COMPLETED: 08-29-05 LOCATION: 9232 GULFSTREAM ROAD

XREF JOB NUMBER:

Yr Bk Pg: PAPER

FRANKFORT, ILLINOIS

DESCRIPTION: PLAT

UNIT SQUARE FOOTAGE: (MEASURE)

A ROLL OF

40.02

40.00

UNIT A 3790.16 SQUARE FEET +/-UNIT B 3803.80 SQUARE FEET +/-

UNIT C 3368.77 SQUARE FEET +/-UNIT D 2977.43 SQUARE FEET +/-

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AS CALCULATED BY OTHERS.

UNIT A 27%

UNIT B UNIT C 24%

22% UNIT D



STATE OF ILLINOIS } SS

I, PAUL R. STANCATO, DO HEREBY CERTIFY THAT I HAVE SURVEYED FOR JEFF GRAEFEN. THE ABOVE DESCRIBED TRACT OF LAND AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY

GIVEN UNDER MY HAND AND SEAL THIS __ 2ND.

ILLINOIS LAND SURVEYOR NUMBER 35-3054 LICENSE EXPIRES 11-30-2006

Site Photos – 9232 Gulfstream Road Unit C



Figure 1: 9232 Gulfstream Road, view looking north from parking lot (Unit A at left, Unit B at right).



Figure 2: 9232 Gulfstream Road, east side, view looking north from east driveway entrance.



Figure 3: 9232 Gulfstream Road, west side, view looking north from west driveway entrance.



Figure 4: 9232 Gulfstream Road Unit C, east side, view looking north from parking lot.



Figure 5: 9232 Gulfstream Road enclosed outdoor storage area, view looking northwest from parking lot.



Figure 6: 9232 Gulfstream Road enclosed outdoor storage area, view looking southwest from parking lot.



Figure 7: 9232 Gulfstream Road paved parking area, view looking north from east side of building.

86 Degrees Auto Group LLC

9232 Gulfstream RD. UNIT C FRANKFORT, IL 60423

Automotive Sales:
All type of the Vehicles
Building:
4400 square feet Showroom
2 Offices
Service Types Include:
Cash deal,
Finance,
Extended Warranty
Trade-in Appraisal
Hours of Operation:
Mon – Friday: 10:00am – 7:00pm
Saturday: 10:00am – 6:00pm
Sunday: Closed

FRANKFORT

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.
	100% will not be. It is a tricte area. We will always
	keep quiet and be friendly with neighbors and customers
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.
	No. Because I will beep our Irrentory in the yourd Even test chive with to customers, still will under contro
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. 100 % will not be slay fous have move customers Come in
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

NO. It will be makes more people come this area

maybe. We can bring more benefit for frankfast.
We als have many logistic company looking for wavehouse.

neighborhood.

	That the adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided. Yes like lesks laptops pinters
	avoid fire and naters
6.	designed as to minimize traffic congestion in the public streets. the building to near by street but our Unit is not
	So no troffic congestion

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.

For sure But the this Unit used to Auto repair shop so should be done with the required the



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	MEETS	S
a.	That the establishment, maintenance or			
	operation of the special use will not be		YES	9
	detrimental to, or endanger, the public health,			
	safety, morals, comfort or general welfare.			
þ.	That the special use will not be injurious to the			
	use and enjoyment of other property in the		YES	Q N
	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	9
	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	9
	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.			

a	e. That the adequate utilities, access roads, drainage		
	and/or necessary facilities have been or are being	YES	9 N
	provided.		
f.	f. That adequate measures have been or will be		
	taken to provide ingress and egress so designed	YES	9 N
	as to minimize traffic congestion in the public		
	streets.		
Ø	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	YES	9 N
	regulations may, in each instance, be modified by		
	the Village Board, pursuant to the		
	recommendations of the Plan Commission.		

Planning Commission / ZBA



June 8, 2023

Project: Sparks Coffee Co. – New Construction

Meeting Type: Public Hearing

Request: Major change to PUD, and four additional Special Use Permits

Location: Hickory Creek Marketplace, Outlot 1E

Applicant: Aliana Winkle

Prop. Owner: Winkle R E Properties

Representative: Applicant

Staff report by: Christopher Gruba, Senior Planner

Site Details

Lot Size: 1.12 acres

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

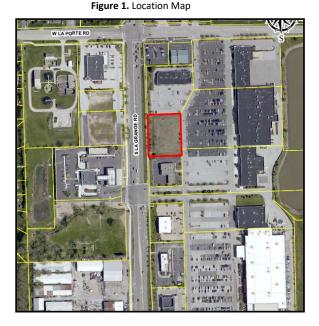
Existing Zoning: B-3, General Business (with PUD overlay)

Proposed Zoning: N/A Buildings: 1

Total Sq. Ft.: 945 sq. ft.

Adjacent Land Use Summary:

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



Project Summary -

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

Attachments

- 1. Aerial Photographs, Village of Frankfort GIS (1:1,500 and 1:3,000 scales)
- 2. A 3-D isometric aerial image of the Hickory Creek Marketplace (Google images)
- 3. Findings of Fact for Special Use Permit and Major Change to a PUD
- 4. Plan Commission meeting minutes excerpt for 11.10.22 workshop and 1.26.23 public hearing
- 5. Photographs of site, taken by staff 11.1.22
- 6. Project submittal, including Site Plan, Landscape Plan, Building Elevations, etc., received May 23rd, 2023
- 7. Exterior Signage Package, received May 1st, 2023

Major changes to plans since the last public hearing on January 26th, 2023

This project was reviewed by the Plan Commission as a workshop on November 10th, 2022 and as a public hearing on January 26th, 2023. At the last public hearing on January 26th, the PC/ZBA recommended unanimous approval for the Special Use Permits for the carry-out restaurant, drive-through use, the outdoor seating and the extended hours of operation. However, the Plan Commission recommended approval of the Special Use Permit for the Major Change to a PUD through a split 3-2 vote. Whereas variations require 4 affirmative votes to be considered a favorable recommendation, Special Use Permits require only a majority of commissioners present at the meeting. As such, the 3-2 is still considered positive, albeit a close vote. In response to the split vote, the applicant decided to not proceed to the Board for final review and instead revised the plans once more to address some of the concerns voiced by the commissioners that voted against the Major Change to the PUD. The meeting minutes of both the workshop and the last public hearing have been included with this report.

For ease of reference, staff notes the changes to the plans since the January 26th public hearing:

- 1. The building now incorporates arches on the rooftop parapet to better match the existing buildings and outlots in this commercial PUD.
- 2. The grayish "Waterford" brick from the building has been removed completely, which did not match the brick color found on most other buildings in this development. Instead, the darker brown "Waterford" brick that was incorporated on some of the building before is now the primary exterior building material.
- 3. The amount of cultured stone on the proposed building, which matches most of the buildings in this development, has been relegated to mostly wainscot on the building and drive-through columns. Formerly, the entire back end of the building (containing the cooler and restroom) was wrapped in cultured stone; it is now wrapped mostly in brick.
- 4. The metal awnings above the windows on the east, west and north building elevations were changed from arched to flat. The applicant may have understood that arches on the rooftop parapet were more important than arching the awnings, per the last public hearing.
- 5. The signage on the building has been revised to meet the requirements of Ord-1654 (regulating signage within Hickory Creek Marketplace), Ord-3338 (regulating menu boards) and the Village's Sign Code. As proposed, the wall signs, menu board and directional signs all comply with these codes.
- The exterior ladder for rooftop mechanical unit access was relocated from the west façade facing La Grange Road to the south façade facing Old National Bank.
- 7. A detail drawing of the proposed bike rack has been provided.

Analysis (updated) -

Land Use

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

- Major Change to a PUD
- Carry-out restaurant
- o Drive-through windows
- Outdoor seating
- Extended hours of operation

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

Site Plan

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

Below are the dimensional standards applicable to the subject property:

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

^{*}per Ord-1654, PUD

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

A sidewalk connection from the building to the existing sidewalk along La Grange Road was discussed during the Plan Commission workshop and the last public hearing. At those times, the Plan Commission expressed a preference to preserve the existing, mature, 25' wide landscape buffer along La Grange Road, instead of losing some of this landscaping to provide the sidewalk connection. The sidewalk connection would have also required cutting into the existing berm within this landscape easement. As such, the sidewalk connection has been removed on the latest plan revisions. Since a sidewalk connection is technically required, an exception would need to be granted as part of the Major change to the PUD.

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

Building Materials/Architecture

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

Staff offers the following comments:

- 1. The primary building materials are brick and cultured stone, both intended to match or closely match the brick and stone on the main building (Emagine Theater). The brick is used on all four sides of the building and is the primary building material. The cultured stone would primarily be used for wainscot along the base of the building, as well as the base of the drive-through support columns. Corrugated metal siding is used for accent features, mostly on the front façade facing La Grange Road. Bronze corrugated metal siding is limited mostly to the top half of the front façade. Red corrugated metal siding would only be applied to the front façade, in a vertical fashion, as an accent feature. Article 7, Section A, Part 5 (i) of the Zoning Ordinance states that "while it is recognized that color is a very subjective matter and that creativity should not be stifled, colors should nonetheless be used harmoniously and with some restraint". For comparison, the outlot building on outlot 1D (Mattress Firm/Pizza Hut) currently has green awnings as an accent color.
- Historically, the Village has required that canopy support beams (for drive-throughs and gas station canopies) be fully wrapped in masonry. The combined mix of stone and brick wrapping meets and exceeds expectations.
- 3. The roof would be flat, matching all other buildings in the development. The parapet of the roof would have arches on the east and west sides to mirror the other buildings in this development. All rooftop mechanical units would be screened by masonry and metal parapets, at a height equal to the height of the mechanical units. No ground-mounted mechanical units are proposed, other than a transformer located in the landscaped area immediately south of the building.
- 4. A full basement is proposed as illustrated on Sheet A101. Although not defined on the floorplan, it was stated by the applicant at the workshop meeting that the basement will be used for storage.
- 5. An exterior ladder for roof access is attached to the south side of the building facing Old National Bank. Relocating this ladder to a façade other than the west façade was made a condition of approval at the last public hearing.
- 6. Historically, the Village has not permitted the use of thin brick on commercial buildings. At the workshop and public hearing, the PC/ZBA stated that the building be constructed of regular brick, not thin brick as originally proposed. The use of regular brick was also made a condition of approval at the last public hearing. It's believed that the building elevations and trash enclosure now propose regular brick.

Parking & Circulation

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

Staff offers the following comments:

 Parking for fast food (carry-out) restaurants is required a ratio of 1 space per 75 square feet of gross floor area, plus 1 space for every 2 employees during the largest working shift. The building would be 945 square feet and staffed by up to 4 people at once, requiring 15 spaces. A total of 24 parking spaces would be provided on-site, including 1 ADA space, complying with the parking requirement. The Zoning Ordinance is silent regarding whether outdoor seating area is counted toward the total parking requirement for restaurant uses. For the purposes of this report, the outdoor seating area was not counted toward the total parking required. If the outdoor seating area was counted as floor area of the restaurant, a total of 25 parking spaces would be required.

- 2. Per the existing PUD (Ord-1654), each parcel must provide its own parking on-site. There is a "reciprocal easement agreement" within Ord-1654, which allows for shared access between parcels (but not shared parking) within the PUD.
- 3. The drive-through lane would consist of dual lanes, similar to McDonald's on La Grange Road. There would be no order board. Rather, orders would be given to employees outside, similar to ordering at a Chick-fil-A restaurant. A 14.5' wide bypass lane exists adjacent to the drive-through lane.
- 4. Both Village staff and Robinson Engineering requested that the southern access drive to the property be made two-way instead of one-way exit only. As proposed, the southern exit-only driveway is 21' wide, which is only slightly narrower than the northern two-way driveway at 25'. As such, motorists may try to treat the one-way driveway as two-way which could cause confusion. Instead, the southern driveway should be widened to 25' and made two-way or narrowed to approximately 14.5' wide if it remains one-way. If the southern driveway were converted to two-way, it would not affect the flow of traffic around the site in a counterclockwise motion.

Loading

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

Landscaping

- 1. There is a 25' wide landscape easement located along La Grange Road for all properties in the PUD, including the subject property. The landscape easement on the subject property has a small berm (2' +/-) and contains several mature trees and shrubs, notably evergreen trees.
- 2. The Landscape Plan illustrates additional plantings of shrubs and ground cover within the landscape buffer within the easement, including some evergreen shrubs (junipers and yews). This evergreen material, once fully grown, is intended to obscure the view of cars in the drive-through and their headlights aimed toward La Grange Road. Junipers typically grow up to 15" tall and Yews 36" tall at full maturity.
- 3. The Landscaping Regulations as listed in §158.30(B) of the *Code of Ordinances* require that a 5' wide landscape bed be located adjacent to drive-through lanes, separating the drive-through lanes from other vehicular use areas. This landscape bed was not included on the Site Plan (or Landscape Plan) but could be waived as an exception under the Major Change to the PUD.
- 4. Landscaping is proposed around the trash enclosure and within the center of the site around the building and outdoor seating area.
- 5. 2 evergreen trees and 1 deciduous tree (Honeylocust) would be removed from the site located along the east property line. The applicant is proposing to plant 2 Swamp White Oak trees along the east property line, 1 Street Maple south of the building and 4 fir trees along the southern property line around the proposed trash enclosure. None of the trees to be removed are preservation trees, although they are mature.

Lighting

- 1. A Photometric Plan has been provided illustrating 6 new 20' tall light poles. The light levels comply with the levels permitted in the Zoning Ordinance.
- 2. The concrete bases of the light poles should match the other light pole bases in Hickory Creek Marketplace, and a rendering of this has been included on the Photometric Plan.
- 3. The existing light pole fixtures within Hickory Creek Marketplace are painted white, with a "shoebox" style light fixture. It's unlikely that the applicant could procure light fixtures that exactly match the existing light pole fixtures. However, staff recommends that the proposed light poles be painted white to match the rest of the PUD. The white color has been noted on the Photometric Plan.
- 4. The maximum height of light poles in the B-3 zone district is 25'. The proposed light poles would be 20' tall, complying with this requirement.
- 5. In addition to 6 six light poles, there would also be 4 recessed can lights beneath the drive-through canopy.

Signage

Signage for Outparcel 1E is governed by the following:

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

An exterior sign package (Uniform Sign Plan) has been provided, illustrating the wall signs, directional signs and the menu board. Staff reviewed the proposed signage against all applicable sign codes and found that all of them comply. The applicant is aware that the 3D building elevation drawings do not match the exterior sign package but noted on the plans that the sign package should supersede.

Ord-1654 notes the following:

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

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

Two large ground signs exist for Hickory Creek Marketplace: one sign along La Porte Road and the other at the main entrance to the PUD along La Grange Road. These two large ground signs only contain the names of the anchor tenant stores of Home Depot, Emagine and Staples. There is one smaller ground sign located midblock along La Grange Road, between the plaza's main entrance and La Porte Road, in front of the strip retail building containing Mattress Firm. This smaller ground sign contains the names of some of the smaller tenants, including Goodwill, Pizza Hut and Great Clips. The subject property, Outlot 1E, was purchased by the applicant, whereas

much of the rest of the PUD is owned by "Hickory Creek Market Place". Since the properties are within the same PUD but under separate ownership, it's uncertain whether the applicant could place their name on the smaller ground sign.

Preliminary Engineering

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

Requests - Summarized

Exceptions:

Three (3) exceptions are anticipated:

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

Special Use Permits:

Five (5) Special Use Permits are anticipated:

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

Affirmative Motions ——

- 1. Recommend to the Village Board to approve the Major Change to a PUD, in accordance with the reviewed plans and public testimony, conditioned on final engineering approval, using standard brick instead of thin brick on the building and the following exceptions:
 - a. Reduced trash enclosure setback of 5' (10' required from any lot line)
 - b. Relief from the required 5' wide landscape bed adjacent to drive through lanes
 - Relief from the required sidewalk connection from the building to the existing sidewalk along La Grange Road
- 2. Recommend the Village Board approve a Special Use Permit to allow a carry-out restaurant use on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans and public testimony and conditioned on final engineering approval.
- 3. Recommend the Village Board approve a Special Use Permit to allow drive-up service windows associated with a permitted use on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans and public testimony and conditioned on final engineering approval.
- 4. Recommend the Village Board approve a Special Use Permit to allow outdoor seating associated with a permitted restaurant on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans and public testimony and conditioned on final engineering approval.
- 5. Recommend the Village Board approve a Special Use Permit to allow extended hours of operation (5:30 am 8 pm Monday Saturday and from 6 am 6 pm on Sunday) on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans and public testimony and conditioned on final engineering approval.

Major PUD Change - Caffeinated Concepts



0 ₈ 250 500 1,000 Feet

Major PUD Change - Caffeinated Concepts



0 ₉ 125 250 500 Feet





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

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

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

5.	Residential use areas may provide a variety of housing types to achieve a balanced neighborhood. The plan adds balance to the area.
6.	The planned unit development provides land area to accommodate cultural, educational, recreational and other public and quasi-public activities to serve the needs of the residents thereof. The planned unit development adds to the existing accommodations in the surrounding area, serving the needs of the public.
7.	The proposed development provide for the orderly and creative arrangement of all land uses with respect to each other and to the entire Village. The proposed development respectfully provided orderly and creative arrangement of the land use to the village.
"fii oth Co	cicle 3, Section F, Part 5, letter 'd' of the Village of Frankfort Zoning Ordinance lists two additional indings" or "standards" related specifically to residential or mixed-use PUDs to permit uses that are nerwise not permitted in the underlying zoning district. For these specific types of proposals, the Plan mmission must also find the following. Please provide responses to the following additional "Review andards."
1.	That the uses permitted by such exceptions are necessary or desirable and are appropriate with respect to the primary purpose of the planned unit development; The use these exceptions would allow are desirable and appropriate with respect to the primary purposes of the PUD.
2.	That the uses permitted by such exception are not of such a nature or so located as to exercise a detrimental influence on the surrounding neighborhood; The uses permitted by the exception is not of such a nature or location that will exercise detrimental influence on the surrounding neighborhood.



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

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

- 1. That the establishment, maintenance or operation of the special use will not be detrimental to, or endanger, the public health, safety, morals, comfort or general welfare.
 - The establishment will permit only low speed on site to enter into queue, ensuring a safe environment for the public. The establishment's access points were thoughtfully placed to not allow cramming in the drive-thru and will not be detrimental to public health.
- 2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
 - The site has been vacant for years, our establishment will improve the site's aesthetics. The special use will not be injurious to the use and enjoyment of the other properties, as the queuing will be contained on the parcel. The neighbors are commercial not residential; therefore, the special use will not diminish property value.
- 3. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
 The establishment will not impede the normal and orderly development, for food service is already a permitted use in the district, the drive-thru is merely the method of product delivery and will be contained on site.
- 4. That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed, or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.
 - Our establishment is committed to high quality building, utilizing a mixture of both brick and stone. It will match the quality and construction of the neighboring level of development.

- 5. That the adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.
 - The building will only be around 750 square feet; the utilities were placed to withstand the larger surrounding buildings. Consumers will enter our establishment from the access points provided to the marketplace, both north and south.
- 6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
 Those traveling from the north will turn left on to La Porte rd then right in to the marketplace. They will follow the road until they take a right in to our establishment. Those traveling from the south will take a right into the marketplace then a left at the 4-way stop, leading them to make a left in to our establishment. Those access points have been approved to handle Frankfort traffic.
- 7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Village Board, pursuant to the recommendations of the Plan Commission.
 Our project will follow all applicable codes.

MINUTES



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

November 10, 2022-VILLAGE ADMINISTRATION BUILDING

432 W. NEBRASKA STREET

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

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

Knieriem, Will Markunas

Commissioners Absent: Jessica Jakubowski, David Hogan

Staff Present: Director of Community and Economic Development Mike

Schwarz, Senior Planner Chris Gruba, Planner Drew Duffin

Elected Officials Present: None

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

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

Motion by: Knieriem Seconded by: Schaeffer

Approved: (4-0, Commissioner Markunas Abstained)

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

Chris Gruba gave the staff report.

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

Chair Rigoni asked for comments on the proposed use.

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

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

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

The applicant stated that restaurants were a family business.

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

The applicant stated she was from the area.

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

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

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

The applicant said that there might be in the future.

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

The applicant responded that it would.

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

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

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

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

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

Commissioner Markunas asked how runners would take orders.

The applicant responded that runners would use tablets.

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

The applicant said they would.

Commissioner Markunas asked the applicant if they were looking to eliminate the drivethrough chokepoint by allowing people to pull out of the line one they received their orders.

The applicant said that was the case.

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

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

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

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

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

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

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

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

The applicant said she was open to making that change.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chair Rigoni said it was possible.

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

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

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

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

The architect agreed.

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

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

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

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

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

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

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

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

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

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

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

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

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

Chris Gruba noted that Steak n' Shake had one.

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

The applicant said they had no preference either way.

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

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

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

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

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

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

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

Chris Gruba stated that the proposed signage currently exceeded regulations.

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

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

Commissioner Schaeffer asked if it would be illuminated.

The applicant said it would.

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

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

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

Chair Rigoni said she did not think it would be.

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

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

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

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

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

Chair Rigoni said they were.

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

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

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

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

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

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

Commissioner Schaeffer asked if they would sell food.

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

C. Workshop: 15 Ash Street – Old Frankfort Mall

Chris Gruba gave the staff report.

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

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

MINUTES



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

January 26, 2023 - VILLAGE ADMINISTRATION BUILDING

432 W. NEBRASKA STREET

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

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

Nichole Schaeffer

Commissioners Absent: David Hogan, Jessica Jakubowski

Staff Present: Director of Community and Economic Development Mike

Schwarz, Senior Planner Christopher Gruba

Elected Officials Present: Trustee Daniel Rossi

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

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

Motion by: Knieriem Seconded by: Markunas

Approved: (4-0, Commissioner Schaeffer Abstained)

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

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

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

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

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

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

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

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

Motion by: Schaeffer Seconded by: Markunas

Approved: 5-0

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

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

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

Commissioner Schaeffer asked about the direction of traffic flow.

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

Commissioner Knieriem asked about the order taking.

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

Chair Rigoni asked if there would be a menu board.

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

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

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

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

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

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

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

Commissioner Schaeffer stated that she is fine with the architecture.

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

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

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

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

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

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

There was consensus that parking was not an issue.

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

There was consensus that circulation was not an issue.

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

There was consensus that loading was not an issue.

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

There was consensus that landscaping was not an issue.

Chair Rigoni asked staff about the fence detail.

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

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

There was consensus that lighting was not an issue.

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

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

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

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

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

Commissioner James stated that he no questions at this time.

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

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

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

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

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

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

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

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

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

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

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

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

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

Commissioner Knieriem stated that this exterior ladder will invite trouble.

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

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

Chris Gruba deferred to the applicant to respond.

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

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

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

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

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

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

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

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

Motion by: Markunas Seconded by: Schaeffer

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

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

Motion by: Knieriem Seconded by: Schaeffer

Approved: (5-0)

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

Motion by: James Seconded by: Knieriem

Approved: (5-0)

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

Motion by: James Seconded by: Schaeffer

Approved: (5-0)

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

Motion by: Markunas Seconded by: Schaeffer

Approved: (5-0)

C. Public Comments

There were none.

D. Village Board & Committee Updates

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

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

E. Other Business

There was no other business.

















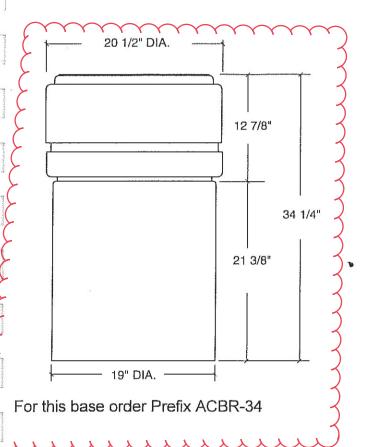


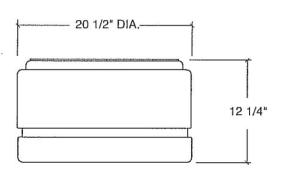




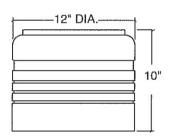


Ordering Guide .





For this base order Prefix ACBR-12



For this base order Prefix ACBR-10

Ordering Information

Prefix		Coloi	· Band
ACBR - Round	10 - 10" 12 - 12" 34 - 34"	45 - Light Gold 20 - Charcoal Metallic 55 - Black 94 - Blue Metallic 01 - Chrome 59 - Dark Green	51 - Dark Red 21 - Tomato Red 575 - Beige 50 - White NO - No Option

ACBR - 34 - 94



iohtina sustans.

LSI LIGHTING SYSTEMS, A Division of LSI Industries Inc. 10000 ALLIANCE ROAD • P.O. BOX 42728 • CINCINNATI, OHIO 45242 (513)793-3200 • FAX (513)793-0147

Exh: b.+ C-1



AREA/SITE LIGHTER

DATE: LOCATION TYPE PROJECT: CATALOG

FEATURES

- Low profile LED area/site luminaire with a variety of IES distributions for lighting applications such as retail, commercial and campus parking lots
- · Feeturing Micro Strike Optics which maximizes target zone illumination with minimal losses at the house-side, reducing light trespass issues.
- · Visual comfort standard
- . Compact and lightweight design with low EPA
- + 3G rated for high vibration applications including bridges and overpasses
- . Control options including photo control, occupancy sensing, NX Distributed Intelligence" and 7-Pin with networked controls
- · Best in class surge protection available













RELATED PRODUCTS

8 Comercon LED 8 Ratio Family

CONTROL TECHNOLOGY





SPECIFICATIONS

CONSTRUCTION

- · Rectilinear form mimics the traditional shoebox form factor keeping a similar but updated style and appearance, ideal for retrofit applications
- · Die-cast housing with hidden vertical heat. fins that are optimal for heat dissipation while keeping a clean smooth outer surface
- · Corrosion resistant, die-cast aluminum housing with powder cost paint finish

- Entire optical aperture illuminates to create a larger luminous surface area resulting in a low glare appearance without sacrificing optical performance
- . 80, 160, 320 or 480 midpower LEDs
- 3000K, 4000K or 5000K (70 CRI) CCT
- · Zero uplight at 0 degrees of tilt.
- · Field rotatable optics

INSTALLATION

- Standard square arm mount, compatible with 83 drill pattern
- Optional universal mounting block for ease of installation during retrofit applications. Available as an option or accessory for square and round poles.
- Knucke arm fitter option available for 2-3/8" OD tenon. Max tilt of 60 degrees with 4 degree adjustable increments. (Restrictions apply for 7-pin options)

ELECTRICAL

- Universal 120-277 VAC or 347-480 VAC input voltage, 50/60 Hz

ELECTRICAL (CONTINUED)

- Ambient operating temperature -40°C to 40°C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers have output power over-voltage, over-current protection and short circuit protection with auto recovery
- Field replaceable surge protection device provides 20kA protection meeting ANSI/ IEEE C62 41.2 Category C High and Surge Location Category C3, Automatically takes fixture off-ane for protection when device is compromised

CONTROLS

- Photo control, occupancy sensor and wireless available for complete on/off and dimming control
- 7-pin ANSI C136 41-2013 photocontrol receptacle option available for twist lock photocontrols or wireless control modules. (control accessories sold separately)
- 0-10 V Dimming Drivers are standard and dimming leads are extended out of the furninaire unless control options require connection to the dimming leads. Must specify if wring leads are to be greater than the 6" standard
- · SiteSync* wireless control system is available via 7-pin See ordering information and details at: www.hubbellighting.com/sitesync
- NX Distributed intelligence" available with in foture wireless control module, features dimming and occupancy sensor
- wiSCAPE® available with in focure wireless control module, features dimming and occupancy sensor via 7-pin

CERTIFICATIONS

- DLC[®] (DesignLights Consortium Qualified). with some Premium Qualified configurations. Please refer to the DLC website for specific product qualifications at www.designlights.org
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40°C ambient temperatures
- · 3G rated for ANSI C136.31 high vibration applications
- · Foture is IP66 rated
- Meets IDA recommendations using 3K CCT configuration at 0 degrees of tilt
- · This product qualifies as a "designated country construction material" per FAR 52.225-ff Buy American-Construction Materials under Trade Agreements effective 04/23/2020. See Buy American Solutions

WARRANTY

- . 5 year limited warranty
- See <u>HLI Standard Warranty</u> for additional information

KEY DATA	
Lumen Range	3,000-48,000
Wattage Range	25-340
Efficacy Range (LPW)	118-155
Fixture Projected Life (Hours)	170>60K
Weights lbs. (kg)	13.5-24 (6.1-10.9)

Page 1/11 Page 08/03/21

© 2021 Histolet Culticor Lighting, a shiraon of Histolet Lighting, Inc. Specifications subject to change without mode. 701 Millionnium Blvd - Greenville, SC 206017 764 894 678 1000 ("Website new hubble footbooks."







Model # CBBR-2UR-SS | 2 Bike U Bike Rack

Print | Close Window





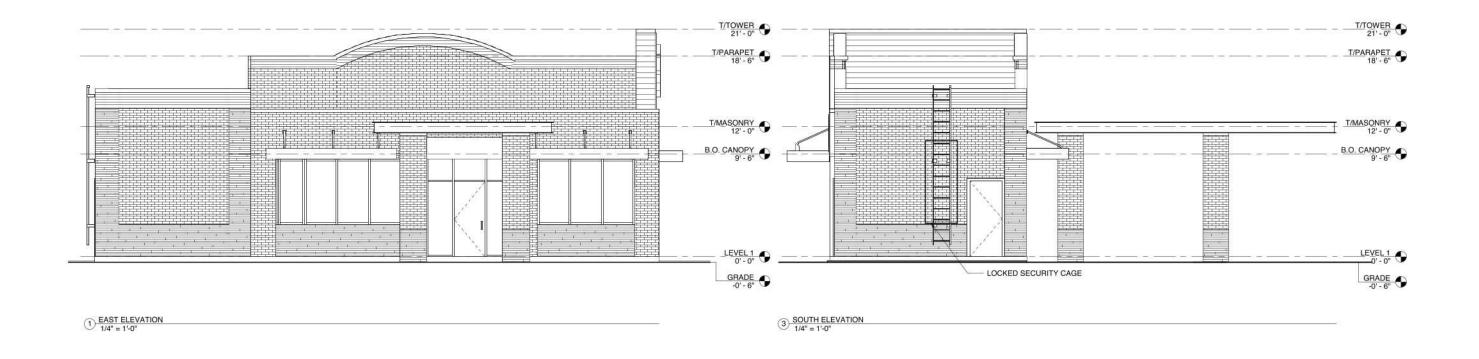


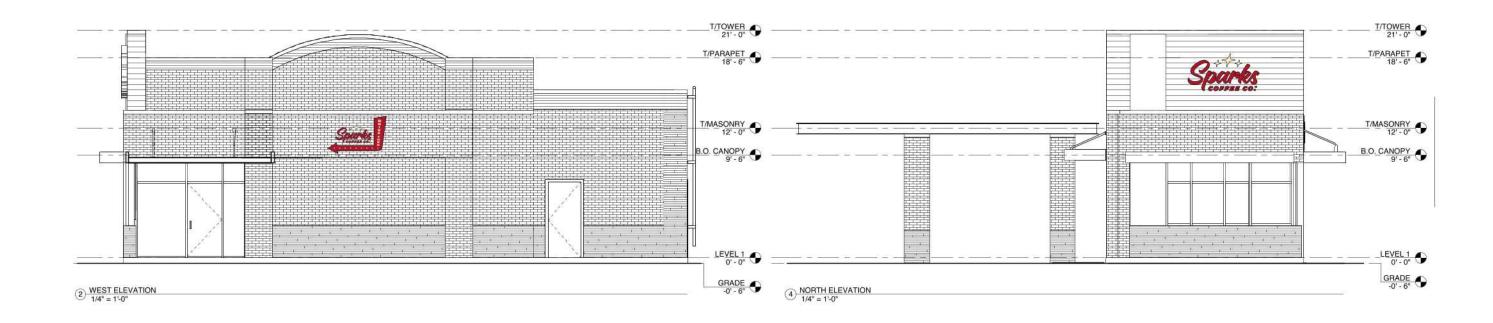












REVISION

06

NTS



CUSTOMER SPARKS COFFEE CO SITE NUMBER

N/A

LOCATION FRANKFORT, IL ACCOUNT REP MIKE SHELLY

DRAWN BY GC DATE 39 SCALE 05/01/23

CORPORATE ID SOLUTIONS 5563 N ELSTON AVE. CHICAGO, IL 60630 P: 773-763-9600 | F: 773-763-9606 CORPORATEIDSOLUTIONS.COM

CUSTOMER ACCEPTANCE

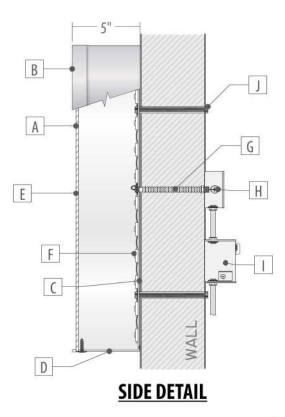
THIS DRAWING IS THE PROPERTY OF CORPORATE IDENTIFICATION SOLUTIONS, INC., CHICAGO, IL, AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. THIS DRAWING IS TRANSFERRED TO THE CUSTOMERS AND SUPPLIERS OF CORPORATE IDENTIFICATION SOLUTIONS, INC BY WAY OF LOAN, THIS DRAWING MAY NOT BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, NOR MAY IT OR THE INFORMATION IT CONTAINS BE DISCLOSED OR TRANSFERRED TO ANY OTHER PARTY OR PERSONS WITHOUT THE PRIOR WRITTEN CONSENT OF CORPORATE IDENTIFICATION SOLUTIONS, INC.

SIGNATURE

SPARKS COFFEE CO | FRANKFORT, IL | EXTERIOR SIGNAGE PACKAGE PG 3 / 9

ILLUMINATED CHANNEL LETTERS





CHANNEL LETTER - FACE & HALO LIT A White acrylic faces with (2) color 3M translucent vinyl decoration B 1" jewelite trim cap painted black C clear acrylic back D .040 aluminum returns painted (1) Black E Interior painted reflective white F White LED illumination G U.L. listed conduit as per code H U.L. listed housing (splice point if needed) I Power supply (120v typ.) J 5/16" min. all thread thru bolts



CUSTOMER

SPARKS COFFEE CO

SITE NUMBER

N/A

FRANKFORT, IL

MIKE SHELLY

ACCOUNT REP

DRAWN BYGC

05/01/23

DATE

06

40 SCALE NTS

REVISION

CORPORATE ID SOLUTIONS

5563 N ELSTON AVE. CHICAGO, IL 60630 P: 773-763-9600 | F: 773-763-9606 CORPORATEIDSOLUTIONS.COM

CUSTOMER ACCEPTANCE

THIS DRAWING IS THE PROPERTY OF CORPORATE IDENTIFICATION SOLUTIONS, INC., CHICAGO, IL., AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. THIS DRAWING IS TRANSFERRED TO THE CUSTOMERS AND SUPPLIERS OF CORPORATE IDENTIFICATION SOLUTIONS, INC BY WAY OF LOAN. THIS DRAWING MAY NOT BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, NOR MAY IT OR THE INFORMATION IT CONTAINS BE DISCLOSED OR TRANSFERRED TO ANY OTHER PARTY OR PERSONS WITHOUT THE PRIOR WRITTEN CONSENT OF CORPORATE IDENTIFICATION SOLUTIONS, INC.

SIGNATURE _____ DATE____

FRANKFORT, IL | EXTERIOR SIGNAGE PACKAGE SPARKS COFFEE CO

ILLUMINATED CHANNEL LETTERS





CUSTOMER SPARKS COFFEE CO

SITE NUMBER

N/A

FRANKFORT, IL ACCOUNT REP

LOCATION MIKE SHELLY DRAWN BY GC

05/01/23

REVISION 06

NTS

CORPORATE ID SOLUTIONS 5563 N ELSTON AVE. CHICAGO, IL 60630 P: 773-763-9600 | F: 773-763-9606 CORPORATEIDSOLUTIONS.COM

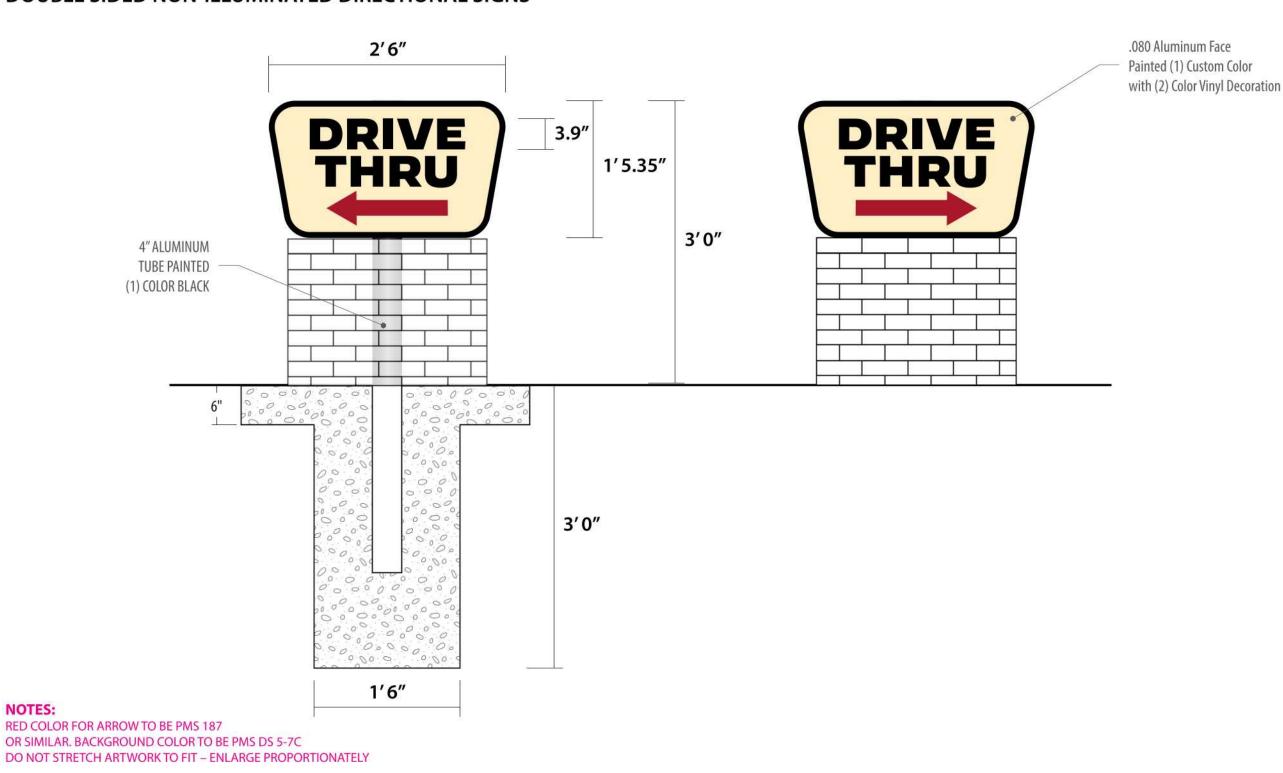
CUSTOMER ACCEPTANCE

THIS DRAWING IS THE PROPERTY OF CORPORATE IDENTIFICATION SOLUTIONS, INC., CHICAGO, IL, AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. THIS DRAWING IS TRANSFERRED TO THE CUSTOMERS AND SUPPLIERS OF CORPORATE IDENTIFICATION SOLUTIONS, INC BY WAY OF LOAN, THIS DRAWING MAY NOT BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, NOR MAY IT OR THE INFORMATION IT CONTAINS BE DISCLOSED OR TRANSFERRED TO ANY OTHER PARTY OR PERSONS WITHOUT THE PRIOR WRITTEN CONSENT OF CORPORATE IDENTIFICATION SOLUTIONS, INC.

SIGNATURE

DRIVE THRU DIRECTIONAL - NON-ILLUMINATED

DOUBLE SIDED NON-ILLUMINATED DIRECTIONAL SIGNS



CORPORATE **IDENTIFICATION SOLUTIONS**

NOTES:

CUSTOMER SPARKS COFFEE CO SITE NUMBER

N/A

LOCATION FRANKFORT, IL ACCOUNT REP MIKE SHELLY

DRAWN BY GC DATE

05/01/23

REVISION 06

NTS

5563 N ELSTON AVE. CHICAGO, IL 60630 P: 773-763-9600 | F: 773-763-9606 CORPORATEIDSOLUTIONS.COM

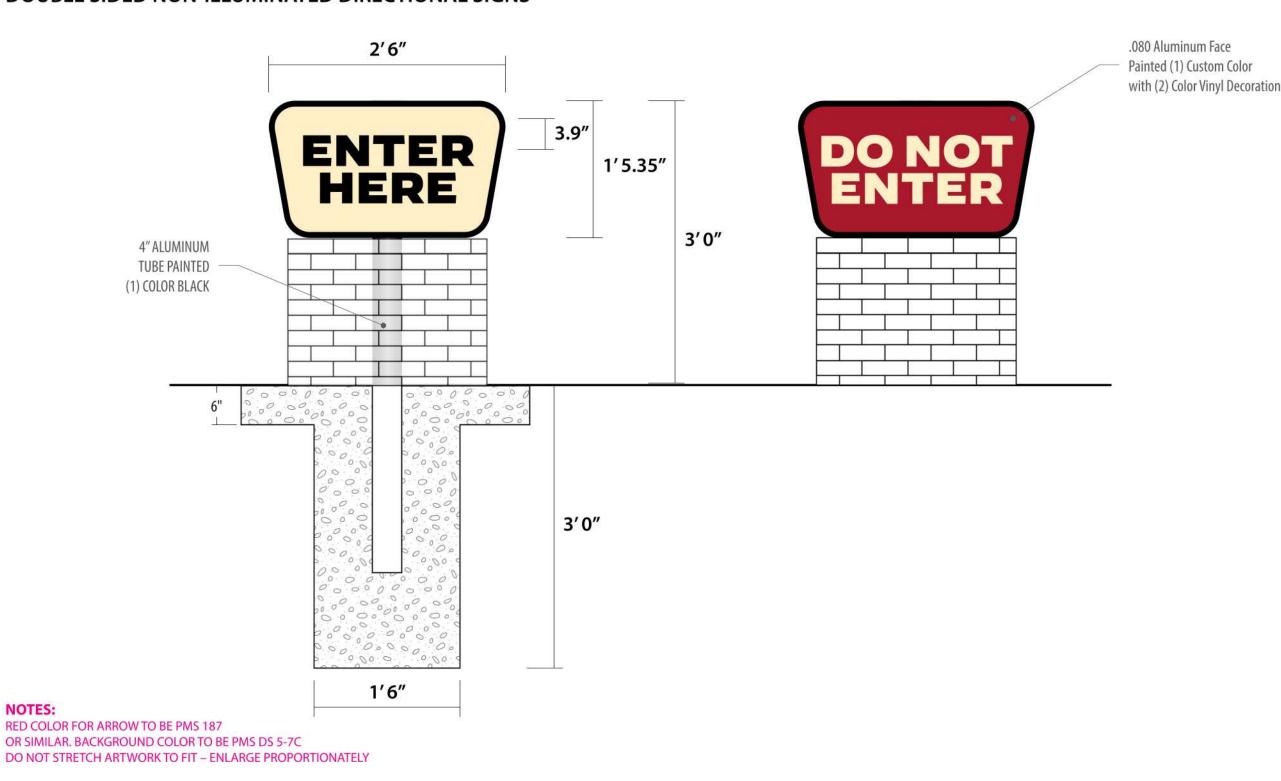
CORPORATE ID SOLUTIONS

CUSTOMER ACCEPTANCE

THIS DRAWING IS THE PROPERTY OF CORPORATE IDENTIFICATION SOLUTIONS, INC., CHICAGO, IL, AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. THIS DRAWING IS TRANSFERRED TO THE CUSTOMERS AND SUPPLIERS OF CORPORATE IDENTIFICATION SOLUTIONS, INC BY WAY OF LOAN, THIS DRAWING MAY NOT BE COPIED OR REPRODUCED. IN WHOLE OR IN PART, NOR MAY IT OR THE INFORMATION IT CONTAINS BE DISCLOSED. OR TRANSFERRED TO ANY OTHER PARTY OR PERSONS WITHOUT THE PRIOR WRITTEN CONSENT OF CORPORATE IDENTIFICATION SOLUTIONS, INC.

ENTER & DO NOT ENTER DIRECTIONAL - NON-ILLUMINATED

DOUBLE SIDED NON-ILLUMINATED DIRECTIONAL SIGNS



CORPORATE **IDENTIFICATION SOLUTIONS**

NOTES:

CUSTOMER SPARKS COFFEE CO SITE NUMBER

N/A

LOCATION FRANKFORT, IL ACCOUNT REP MIKE SHELLY

DRAWN BY GC DATE

05/01/23

06

REVISION

NTS

CORPORATE ID SOLUTIONS 5563 N ELSTON AVE. CHICAGO, IL 60630 P: 773-763-9600 | F: 773-763-9606 CORPORATEIDSOLUTIONS.COM

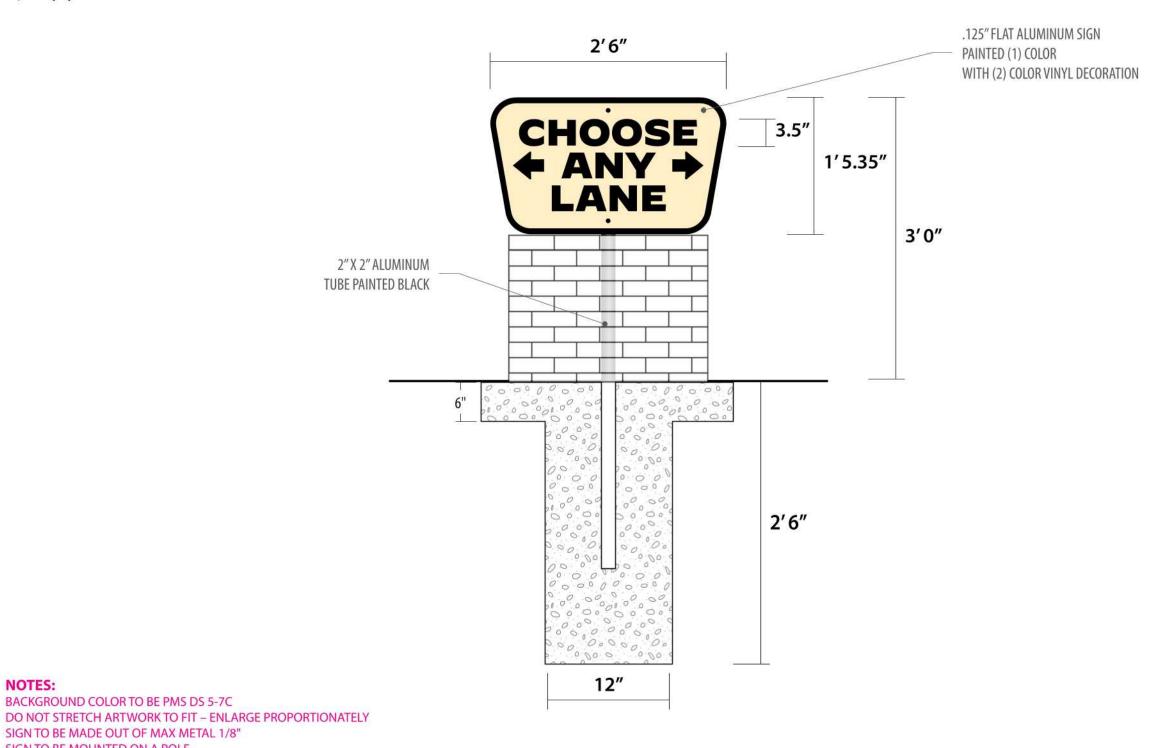
CUSTOMER ACCEPTANCE

THIS DRAWING IS THE PROPERTY OF CORPORATE IDENTIFICATION SOLUTIONS, INC., CHICAGO, IL, AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. THIS DRAWING IS TRANSFERRED TO THE CUSTOMERS AND SUPPLIERS OF CORPORATE IDENTIFICATION SOLUTIONS, INC BY WAY OF LOAN, THIS DRAWING MAY NOT BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, NOR MAY IT OR THE INFORMATION IT CONTAINS BE DISCLOSED OR TRANSFERRED TO ANY OTHER PARTY OR PERSONS WITHOUT THE PRIOR WRITTEN CONSENT OF CORPORATE IDENTIFICATION SOLUTIONS, INC.

CICNIATURE	DATE	

DRIVE THRU LANE CHOICE - SINGLE SIDED NON-ILLUMINATED

QTY (1) SINGLE SIDED NON-ILLUMINATED INFOMATIONAL SIGN



CORPORATE **IDENTIFICATION SOLUTIONS**

NOTES:

BACKGROUND COLOR TO BE PMS DS 5-7C

SIGN TO BE MADE OUT OF MAX METAL 1/8"

SIGN TO BE MOUNTED ON A POLE

CUSTOMER SPARKS COFFEE CO

SITE NUMBER

N/A

FRANKFORT, IL ACCOUNT REP MIKE SHELLY

LOCATION

DRAWN BY GC

05/01/23

REVISION 06

NTS

CORPORATE ID SOLUTIONS 5563 N ELSTON AVE. CHICAGO, IL 60630 P: 773-763-9600 | F: 773-763-9606 CORPORATEIDSOLUTIONS.COM

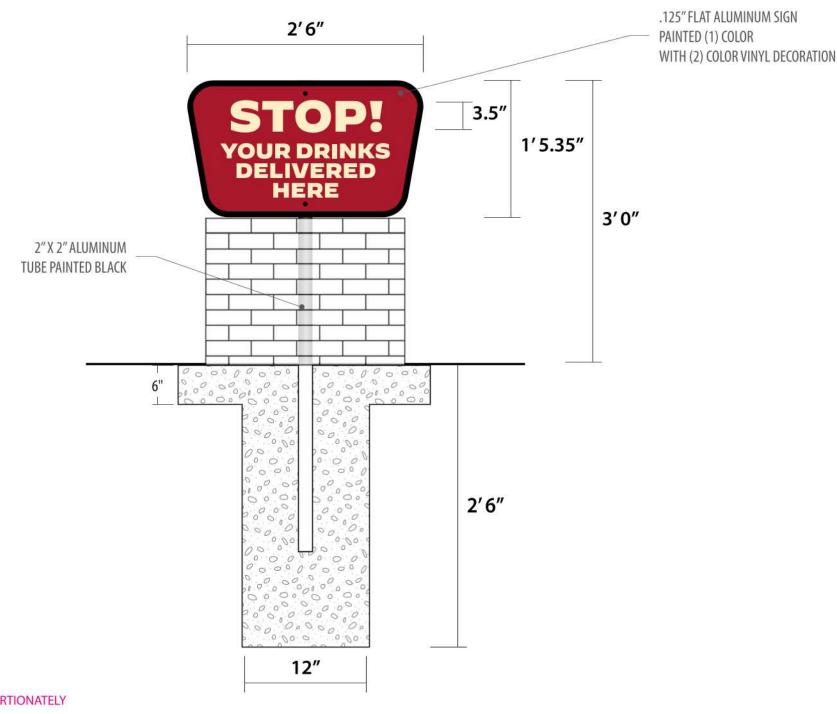
CUSTOMER ACCEPTANCE

THIS DRAWING IS THE PROPERTY OF CORPORATE IDENTIFICATION SOLUTIONS, INC., CHICAGO, IL, AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. THIS DRAWING IS TRANSFERRED TO THE CUSTOMERS AND SUPPLIERS OF CORPORATE IDENTIFICATION SOLUTIONS, INC BY WAY OF LOAN, THIS DRAWING MAY NOT BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, NOR MAY IT OR THE INFORMATION IT CONTAINS BE DISCLOSED OR TRANSFERRED TO ANY OTHER PARTY OR PERSONS WITHOUT THE PRIOR WRITTEN CONSENT OF CORPORATE IDENTIFICATION SOLUTIONS, INC.

SPARKS COFFEE CO FRANKFORT, IL | EXTERIOR SIGNAGE PACKAGE

DRIVE THRU STOP SIGN - SINGLE SIDED NON-ILLUMINATED

QTY (1) SINGLE SIDED NON-ILLUMINATED INFOMATIONAL SIGN



NOTES:

BACKGROUND COLOR TO BE PMS DS 5-7C DO NOT STRETCH ARTWORK TO FIT - ENLARGE PROPORTIONATELY SIGN TO BE MADE OUT OF MAX METAL 1/8" SIGN TO BE MOUNTED ON A POLE



CUSTOMER SPARKS COFFEE CO

SITE NUMBER

N/A

FRANKFORT, IL ACCOUNT REP MIKE SHELLY

LOCATION

DRAWN BY

GC

05/01/23

REVISION 06

NTS

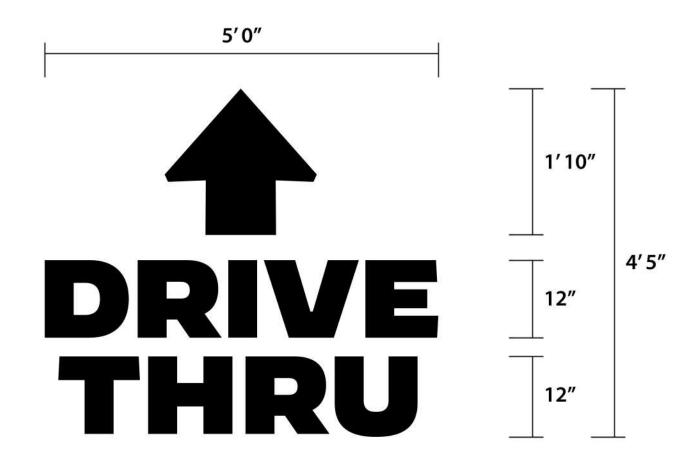
CORPORATE ID SOLUTIONS 5563 N ELSTON AVE. CHICAGO, IL 60630 P: 773-763-9600 | F: 773-763-9606 CORPORATEIDSOLUTIONS.COM

CUSTOMER ACCEPTANCE

THIS DRAWING IS THE PROPERTY OF CORPORATE IDENTIFICATION SOLUTIONS, INC., CHICAGO, IL, AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. THIS DRAWING IS TRANSFERRED TO THE CUSTOMERS AND SUPPLIERS OF CORPORATE IDENTIFICATION SOLUTIONS, INC BY WAY OF LOAN, THIS DRAWING MAY NOT BE COPIED OR REPRODUCED. IN WHOLE OR IN PART, NOR MAY IT OR THE INFORMATION IT CONTAINS BE DISCLOSED. OR TRANSFERRED TO ANY OTHER PARTY OR PERSONS WITHOUT THE PRIOR WRITTEN CONSENT OF CORPORATE IDENTIFICATION SOLUTIONS, INC.

SPARKS COFFEE CO FRANKFORT, IL | EXTERIOR SIGNAGE PACKAGE PG 9 / 9

DRIVEWAY LETTERING



NOTES:

ARROW & LETTERING TO BE PAINTED WHITE ON BLACK ASPHALT OR YELLOW ON CONCRETE



CUSTOMER

SPARKS COFFEE CO

SITE NUMBER N/A

FRANKFORT, IL

MIKE SHELLY

LOCATION

ACCOUNT REP

DRAWN BY GC

05/01/23

DATE

REVISION

NTS

5563 N ELSTON AVE. CHICAGO, IL 60630 P: 773-763-9600 | F: 773-763-9606 CORPORATEIDSOLUTIONS.COM

CORPORATE ID SOLUTIONS

CUSTOMER ACCEPTANCE

THIS DRAWING IS THE PROPERTY OF CORPORATE IDENTIFICATION SOLUTIONS, INC., CHICAGO, IL, AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. THIS DRAWING IS TRANSFERRED TO THE CUSTOMERS AND SUPPLIERS OF CORPORATE IDENTIFICATION SOLUTIONS, INC BY WAY OF LOAN, THIS DRAWING MAY NOT BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, NOR MAY IT OR THE INFORMATION IT CONTAINS BE DISCLOSED OR TRANSFERRED TO ANY OTHER PARTY OR PERSONS WITHOUT THE PRIOR WRITTEN CONSENT OF CORPORATE IDENTIFICATION SOLUTIONS, INC.

55" Double Samsung Digital Menu Board

Designed for your digital signage application



QSRDMB255

The PDG QSRDMB255 is made for the QSR industry and supports (2) Samsung 55" OHF displays. This digital drive thru menu board is rated for temperatures of -20f to 122f and is wind load rated up to 140 mph. This system is unique in that there are no custom designed display cabinets. The Samsung OHF display is already IP56 rated and does not require additional protection from the environment.

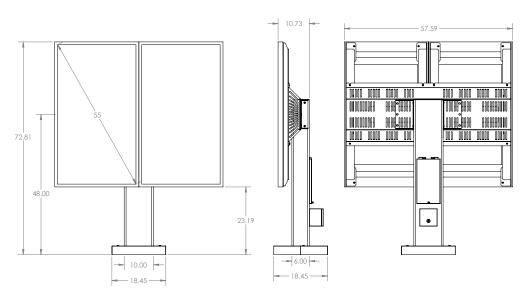
Since this solution is a digital board mount you can buy the display or PDG can purchase IT if that is preferred. PDG stocks this solution and can ship in (24) hours.

Constructed using 7 GA. high impact steel braces and ½" thick walled tubing which will insure longevity and years of use. This DMB solution is first primed with a zinc rich primer and can be painted virtually any color you want. For high traffic areas there is an optional front cover bumper housing available.





This solution comes equipped with a 4-outlet quad box and a Zero Surge model OEM6-20W-120 power filter. With this fully designed system surge issues are a thing of the past.







GENERAL CONTRACTOR

KEYSTONE

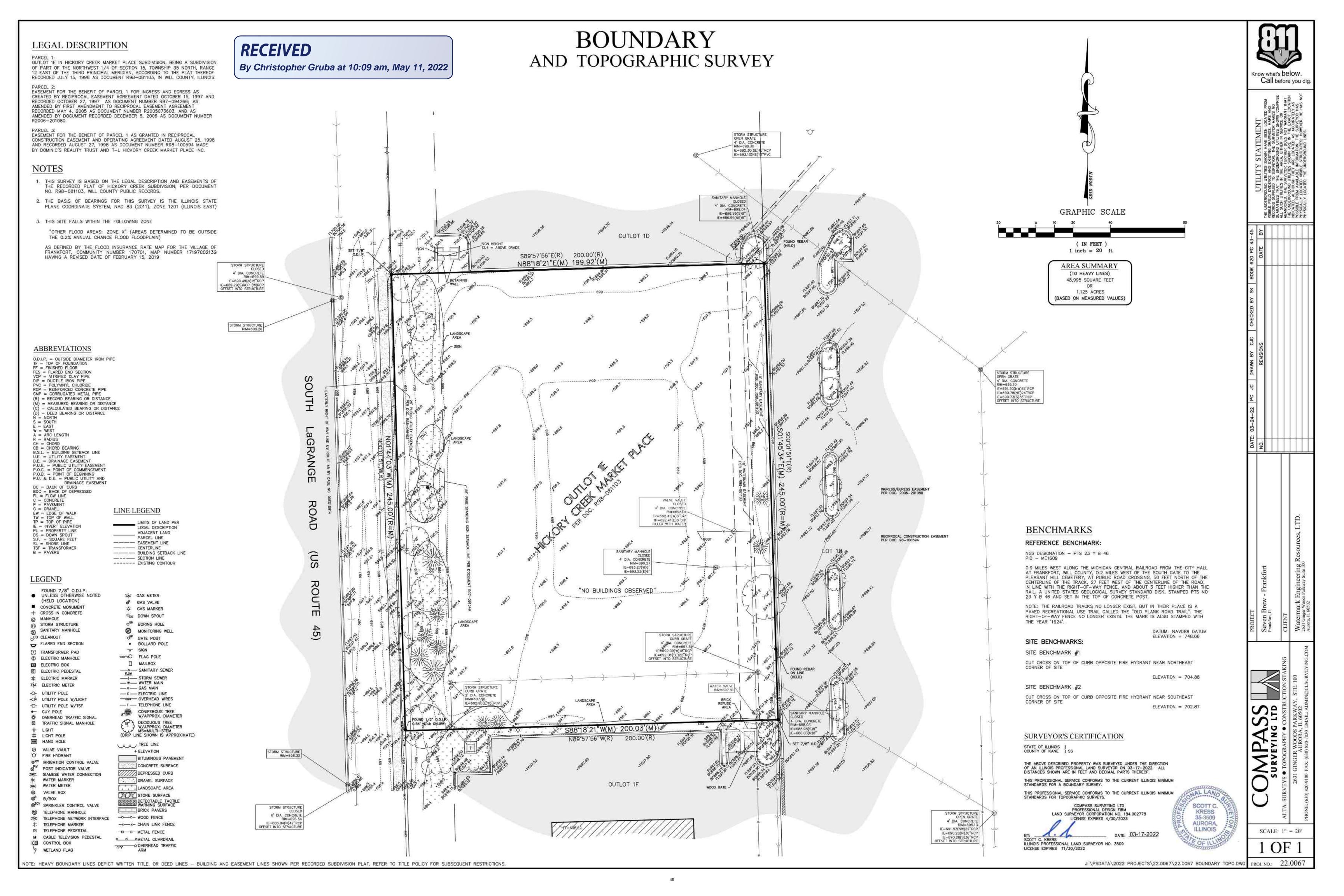
CONSTRUCT, LLC

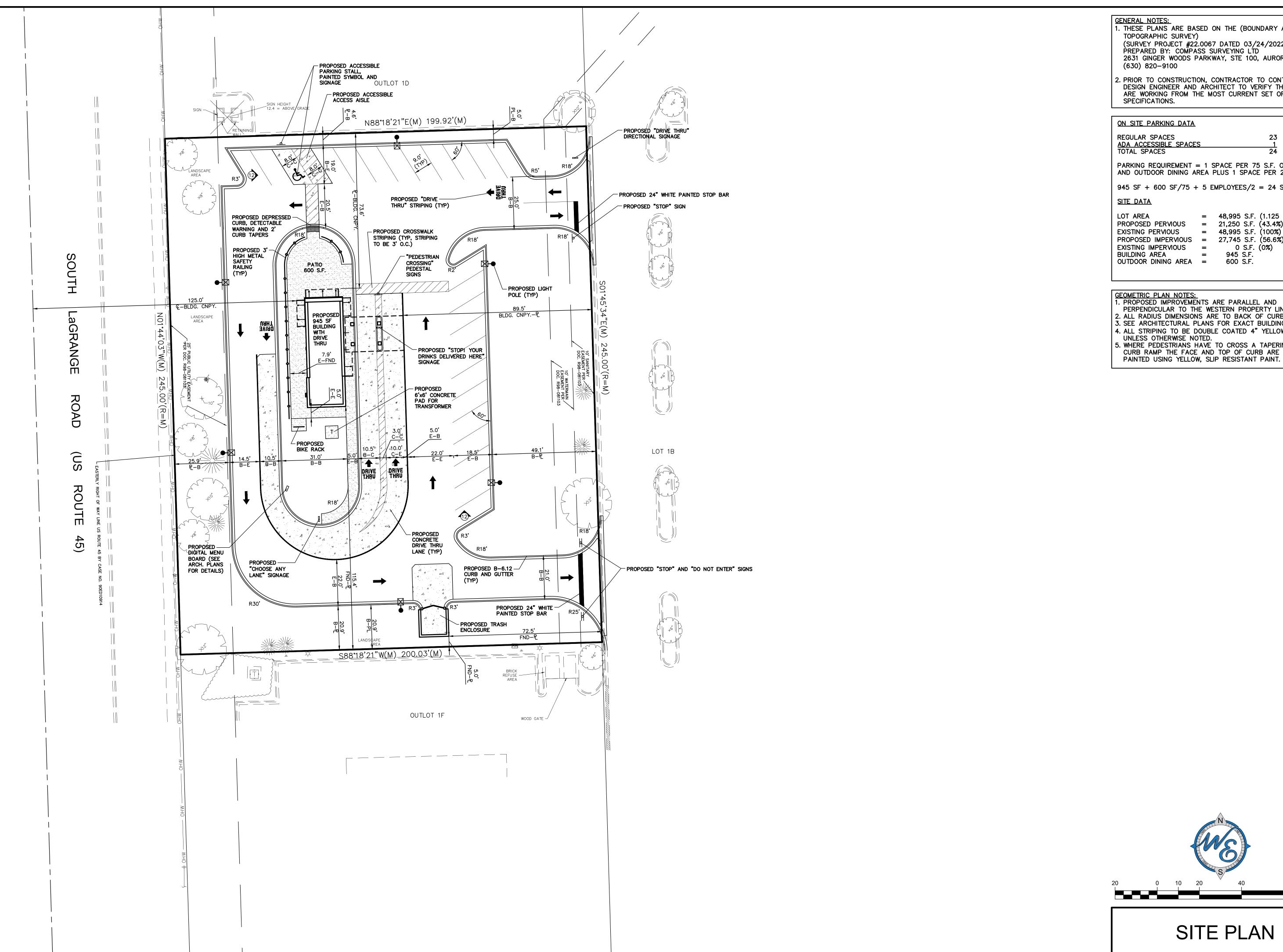
ENGINEERS OF RECORD



Description	Date
STAFF RVW	5/28/2022
STAFF RVW LETTER	6/14/2022
STAFF RESPONSE	8/30/2022
COVER	V2

COVER V2





. THESE PLANS ARE BASED ON THE (BOUNDARY AND (SURVEY PROJECT #22.0067 DATED 03/24/2022) PREPARED BY: COMPASS SURVEYING LTD 2631 GINGER WOODS PARKWAY, STE 100, AURORA, IL 60502

2. PRIOR TO CONSTRUCTION, CONTRACTOR TO CONTACT THE DESIGN ENGINEER AND ARCHITECT TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND

PARKING REQUIREMENT = 1 SPACE PER 75 S.F. OF BUILDING AND OUTDOOR DINING AREA PLUS 1 SPACE PER 2 EMPLOYEES.

945 SF + 600 SF/75 + 5 EMPLOYEES/2 = 24 SPACES REQ.

= 48,995 S.F. (1.125 AC.) PROPOSED PERVIOUS = 21,250 S.F. (43.4%) EXISTING PERVIOUS = 48,995 S.F. (100%) PROPOSED IMPERVIOUS = 27,745 S.F. (56.6%) 0 S.F. (0%) 945 S.F. 600 S.F.

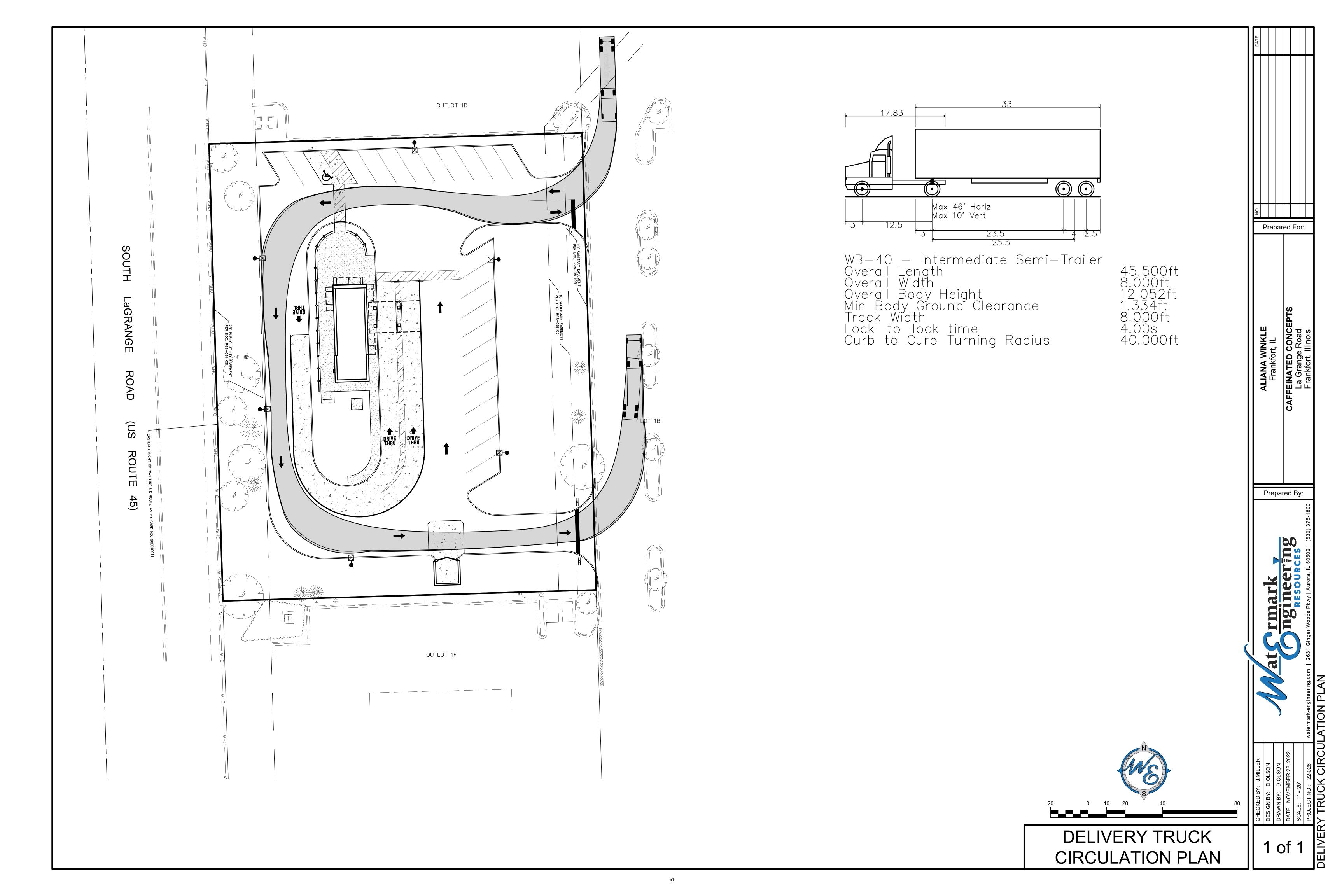
1. PROPOSED IMPROVEMENTS ARE PARALLEL AND PERPENDICULAR TO THE WESTERN PROPERTY LINE. 2. ALL RADIUS DIMENSIONS ARE TO BACK OF CURB. 3. SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS. 4. ALL STRIPING TO BE DOUBLE COATED 4" YELLOW PAINT 5. WHERE PEDESTRIANS HAVE TO CROSS A TAPERING RAMP OR

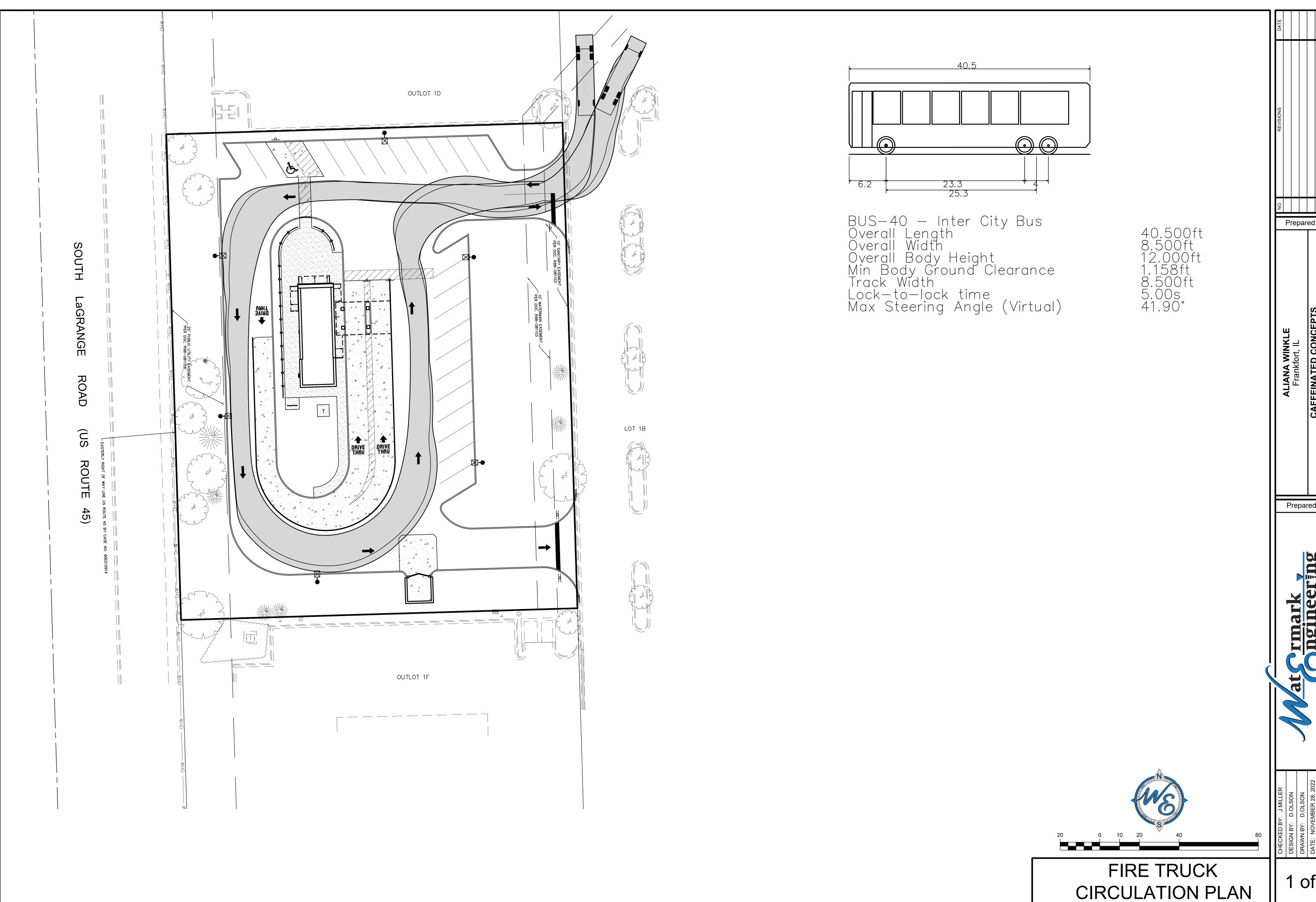
CURB RAMP THE FACE AND TOP OF CURB ARE TO BE

Prepared By:

Prepared For:

1 of

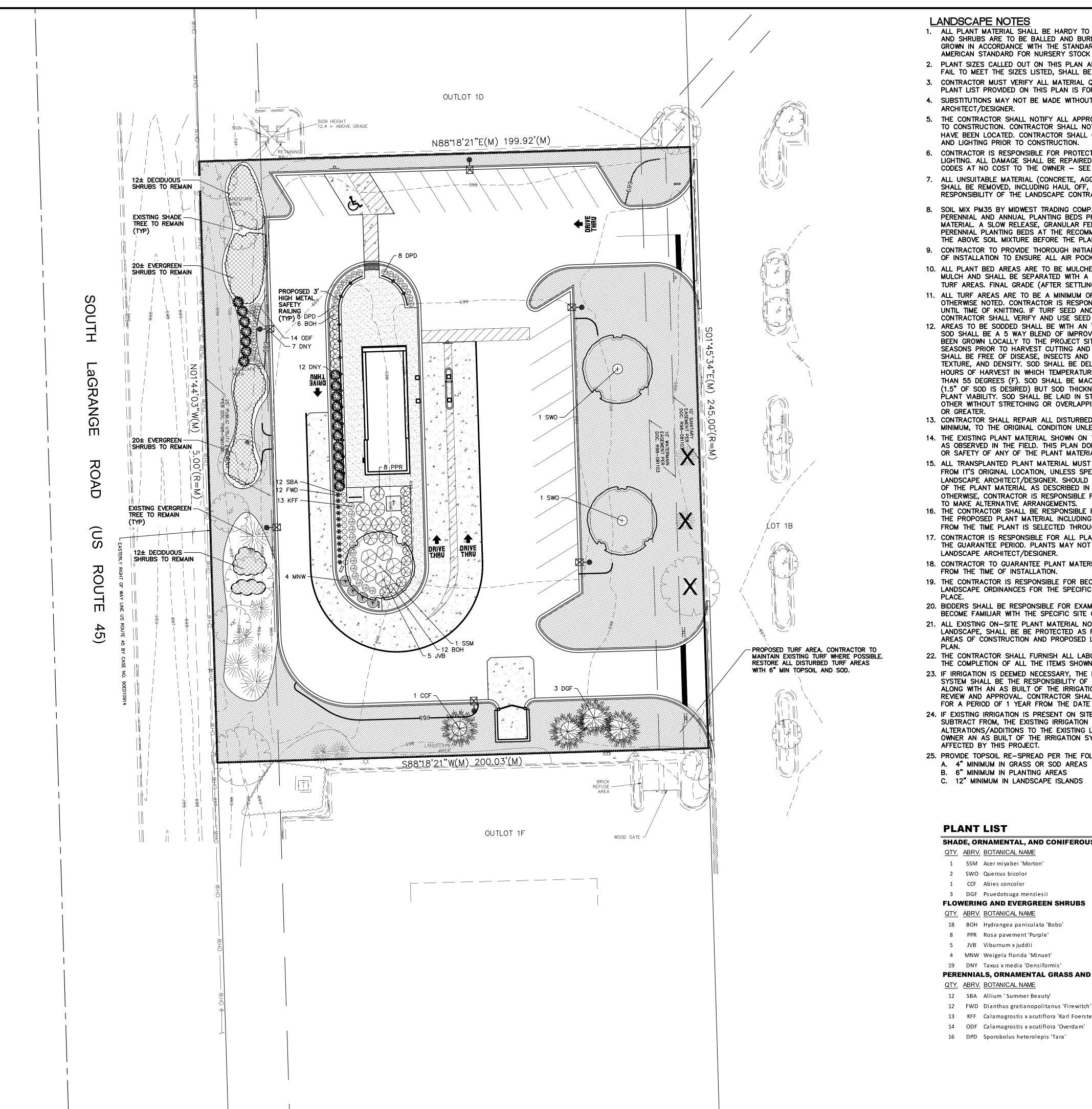




Prepared For:

Prepared By:

1 of 1



LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL BE HARDY TO THE ZONE IT IS BEING PLANTED IN. ALL TREES AND SHRUBS ARE TO BE BALLED AND BURLAPED UNLESS OTHERWISE NOTED AND SHALL BE GROWN IN ACCORDANCE WITH THE STANDARDS SET FORTH BY THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICANHORT.

2. PLANT SIZES CALLED OUT ON THIS PLAN ARE THE MINIMUM SIZE REQUIRED. PLANTS WHICH FAIL TO MEET THE SIZES LISTED, SHALL BE REJECTED AT THE EXPENSE OF THE CONTRACTOR.

3. CONTRACTOR MUST VERIFY ALL MATERIAL QUANTITIES AS DEPICTED ON THE DRAWING. THE PLANT LIST PROVIDED ON THIS PLAN IS FOR CONVENIENCE ONLY.

4. SUBSTITUTIONS MAY NOT BE MADE WITHOUT THE APPROVAL OF THE LANDSCAPE ARCHITECT/DESIGNER.

5. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE AGENCIES AND UTILITY LOCATORS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOT BEGIN ANY WORK ON-SITE UNTIL ALL UTILITIES HAVE BEEN LOCATED. CONTRACTOR SHALL OBTAIN "AS-BUILT" PLANS FOR ALL IRRIGATION AND LIGHTING PRIOR TO CONSTRUCTION.

6. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL UTILITIES INCLUDING IRRIGATION AND LIGHTING. ALL DAMAGE SHALL BE REPAIRED TO A NEW CONDITION IN ACCORDANCE WITH ALL CODES AT NO COST TO THE OWNER - SEE NOTE 5.

7. ALL UNSUITABLE MATERIAL (CONCRETE, AGGREGATE STONE, CRUSHED ASPHALT, BRICK ETC.) SHALL BE REMOVED, INCLUDING HAUL OFF, PRIOR TO PLANTING AND SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.

8. SOIL MIX PM35 BY MIDWEST TRADING COMPANY OR EQUAL SHALL BE ROTOTILLED INTO ALL PERENNIAL AND ANNUAL PLANTING BEDS PRIOR TO THE INSTALLATION OF THE PLANT MATERIAL. A SLOW RELEASE, GRANULAR FERTILIZER SHALL BE APPLIED TO ALL ANNUAL AND PERENNIAL PLANTING BEDS AT THE RECOMMENDED RATE, AND SHALL BE ROTOTILLED IN WITH THE ABOVE SOIL MIXTURE BEFORE THE PLANT MATERIAL IS INSTALLED.

9. CONTRACTOR TO PROVIDE THOROUGH INITIAL WATERING OF ALL PLANTINGS WITHIN 12 HOURS OF INSTALLATION TO ENSURE ALL AIR POCKETS HAVE BEEN REMOVED AROUND ROOT BALL.

10. ALL PLANT BED AREAS ARE TO BE MULCHED WITH 3" OF DOUBLE SHREDDED HARDWOOD MULCH AND SHALL BE SEPARATED WITH A SPADE EDGE ALONG PERIMETERS ADJACENT TO TURF AREAS. FINAL GRADE (AFTER SETTLING) SHALL BE 1" BELOW ADJACENT CURBS.

11. ALL TURF AREAS ARE TO BE A MINIMUM OF A FIVE WAY BLUEGRASS BLEND, UNLESS OTHERWISE NOTED. CONTRACTOR IS RESPONSIBLE FOR WATERING ALL INSTALLED TURF AREAS UNTIL TIME OF KNITTING. IF TURF SEED AND SOD OCCUR ON THE SAME PROJECT, CONTRACTOR SHALL VERIFY AND USE SEED MIXTURES TO MATCH SOD.

12. AREAS TO BE SODDED SHALL BE WITH AN "APPROVED TURFGRASS SOD" OF PREMIUM GRADE. SOD SHALL BE A 5 WAY BLEND OF IMPROVED KENTUCKY BLUEGRASS VARIETIES THAT HAS BEEN GROWN LOCALLY TO THE PROJECT SITE. SOD MUST BE MATURED FOR 2 FULL GROWING SEASONS PRIOR TO HARVEST CUTTING AND BE HEALTHY WITH WELL ESTABLISHED ROOTS. SOD SHALL BE FREE OF DISEASE, INSECTS AND DEBRIS. SOD SHALL BE UNIFORM IN LEAF COLOR, TEXTURE, AND DENSITY. SOD SHALL BE DELIVERED, INSTALLED, AND WATERED WITHIN 24 HOURS OF HARVEST IN WHICH TEMPERATURES DO NOT EXCEED 90 DEGREES (F) NOR LESS THAN 55 DEGREES (F). SOD SHALL BE MACHINE-CUT AT A MINIMUM UNIFORM SOIL THICKNESS (1.5" OF SOD IS DESIRED) BUT SOD THICKNESS SHALL BE A THICKNESS NECESSARY FOR PLANT VIABILITY. SOD SHALL BE LAID IN STAGGERED STRAIGHT LINES, TIGHTLY AGAINST EACH OTHER WITHOUT STRETCHING OR OVERLAPPING. SOD STAKES SHALL USED ON ALL SLOPES 4:1

13. CONTRACTOR SHALL REPAIR ALL DISTURBED AREAS (INTENDED OR UNINTENDED) AT A MINIMUM, TO THE ORIGINAL CONDITION UNLESS OTHERWISE NOTED.

14. THE EXISTING PLANT MATERIAL SHOWN ON THIS PLAN IS INTENDED SOLELY TO IDENTIFY THEM AS OBSERVED IN THE FIELD. THIS PLAN DOES NOT MAKE ANY CLAIMS ABOUT THE CONDITION OR SAFETY OF ANY OF THE PLANT MATERIAL DESCRIBED HEREIN OR OBSERVED IN THE FIELD.

15. ALL TRANSPLANTED PLANT MATERIAL MUST BE INSTALLED IMMEDIATELY UPON EXTRACTION FROM IT'S ORIGINAL LOCATION, UNLESS SPECIFIC ARRANGEMENTS HAVE BEEN MADE WITH THE LANDSCAPE ARCHITECT/DESIGNER. SHOULD IT BECOME UNREASONABLE TO TRANSPLANT ANY OF THE PLANT MATERIAL AS DESCRIBED IN THIS PLAN, DUE TO SITE CONSTRAINTS OR OTHERWISE, CONTRACTOR IS RESPONSIBLE FOR CONTACTING LANDSCAPE ARCHITECT/DESIGNER TO MAKE ALTERNATIVE ARRANGEMENTS.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE HEALTH AND VIABILITY OF THE PROPOSED PLANT MATERIAL INCLUDING WATERING, PROTECTION FROM PHYSICAL DAMAGE FROM THE TIME PLANT IS SELECTED THROUGH IT'S INSTALLATION.

17. CONTRACTOR IS RESPONSIBLE FOR ALL PLANT MATERIAL REMAINING PLUMB UNTIL THE END OF THE GUARANTEE PERIOD. PLANTS MAY NOT BE STAKED UNLESS APPROVED BY THE LANDSCAPE ARCHITECT/DESIGNER.

18. CONTRACTOR TO GUARANTEE PLANT MATERIAL AND LABOR FOR A MINIMUM OF ONE YEAR FROM THE TIME OF INSTALLATION.

19. THE CONTRACTOR IS RESPONSIBLE FOR BECOMING FAMILIAR WITH AND ABIDING BY THE LANDSCAPE ORDINANCES FOR THE SPECIFIC JURISDICTION IN WHICH THE WORK IS TAKING

20. BIDDERS SHALL BE RESPONSIBLE FOR EXAMINING THE SITE, PRIOR TO PREPARING BID, TO BECOME FAMILIAR WITH THE SPECIFIC SITE CONSTRAINTS.

21. ALL EXISTING ON-SITE PLANT MATERIAL NOT EFFECTED BY CONSTRUCTION OR THE PROPOSED LANDSCAPE, SHALL BE BE PROTECTED AS PART OF THIS PLAN. EXISTING LANDSCAPE IN AREAS OF CONSTRUCTION AND PROPOSED LANDSCAPE SHALL BE REMOVED AS PART OF THIS

22. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE COMPLETION OF ALL THE ITEMS SHOWN ON THE PLANS.

23. IF IRRIGATION IS DEEMED NECESSARY. THE DESIGN AND INSTALLATION OF THE IRRIGATION SYSTEM SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. AN IRRIGATION PLAN ALONG WITH AN AS BUILT OF THE IRRIGATION SYSTEM SHALL BE PREPARED FOR OWNER REVIEW AND APPROVAL. CONTRACTOR SHALL GUARANTEE PERFORMANCE, PARTS, AND LABOR FOR A PERIOD OF 1 YEAR FROM THE DATE OF FINAL APPROVAL

24. IF EXISTING IRRIGATION IS PRESENT ON SITE, CONTRACTOR SHALL ADJUST, ADD TO, OR SUBTRACT FROM, THE EXISTING IRRIGATION SYSTEM TO ACCOMMODATE ANY PROPOSED ALTERATIONS/ADDITIONS TO THE EXISTING LANDSCAPE. CONTRACTOR SHALL PROVIDE THE OWNER AN AS BUILT OF THE IRRIGATION SYSTEM AND ALL CHANGES TO THE SYSTEM AFFECTED BY THIS PROJECT.

25. PROVIDE TOPSOIL RE-SPREAD PER THE FOLLOWING UNLESS OTHERWISE NOTED:

B. 6" MINIMUM IN PLANTING AREAS

C. 12" MINIMUM IN LANDSCAPE ISLANDS

PLANT LIST

OTV	ADD\/	DOTANICAL NIAME		CIZE
QTY.	ABRV.	BOTANICAL NAME	COMMON NAME	<u>SIZE</u>
1	SSM	Acer miyabei 'Morton'	State Street Maple	2 1/2" Cal
2	SWO	Quercus bicolor	Swamp White Oak	2 1/2" Cal
1	CCF	Abies concolor	White Fir	6'
3	DGF	Psuedotsuga menziesii	Douglas Fir	6'
FLO	VERIN	G AND EVERGREEN SHRUBS		
QTY.	<u>ABRV.</u>	BOTANICAL NAME	COMMON NAME	SIZE
18	вон	Hydrangea paniculata 'Bobo'	Bobo Hydrangea	5 Gal.
8	PPR	Rosa pavement 'Purple'	Purple Pavement Rose	3 Gal.
5	JVB	Viburnum x juddii	Judd Viburnum	5 Gal.
4	MNW	Weigela florida 'Minuet'	Minuet Weigela	3 Gal.
19	DNY	Taxus x media 'Densiformis'	Densiformis Yew	5 Gal.
PERE	NNIA	LS, ORNAMENTAL GRASS AND GROU	JNDCOVERS	
QTY.	<u>ABRV.</u>	BOTANICAL NAME	COMMON NAME	SIZE
12	SBA	Allium ' Summer Beauty'	Summer Beauty Onion	1 Gal.
12	FWD	Dianthus gratianopolitanus 'Firewitch'	Firewitch Dianthus	1 Gal.
13	KFF	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 Gal.
14	ODF	Calamagrostis x acutiflora 'Overdam'	Overdam Feather Reed Grass	1 Gal.
16	DPD	Sporobolus heterolepis 'Tara'	Dwarf Prairie Dropseed	1 Gal.

GENERAL NOTES:

THESE PLANS ARE BASED ON THE (BOUNDARY AND TOPOGRAPHIC SURVEY)

(SURVEY PROJECT #22.0067 DATED 03/24/2022) PREPARED BY: COMPASS SURVEYING LTD 2631 GINGER WOODS PARKWAY, STE 100, AURORA, IL 60502 (630) 820-9100

2. PRIOR TO CONSTRUCTION, CONTRACTOR TO CONTACT THE DESIGN ENGINEER AND ARCHITECT TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.

ON SITE PARKING DATA

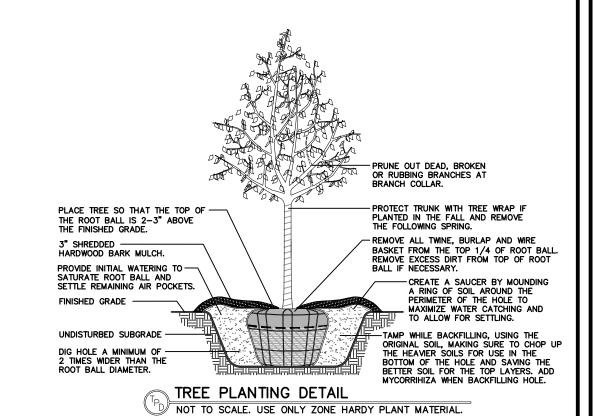
REGULAR SPACES ADA ACCESSIBLE SPACES TOTAL SPACES

PARKING REQUIREMENT = 1 SPACE PER 75 S.F. OF BUILDING AND OUTDOOR DINING AREA PLUS 1 SPACE PER 2 EMPLOYEES.

945 SF + 600 SF/75 + 5 EMPLOYEES/2 = 24 SPACES REQ.

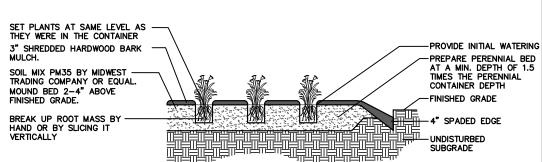
SITE DATA

= 48,995 S.F. (1.125 AC.) PROPOSED PERVIOUS = 21,250 S.F. (43.4%)EXISTING PERVIOUS = 48,995 S.F. (100%) PROPOSED IMPERVIOUS = 27,745 S.F. (56.6%)EXISTING IMPERVIOUS 0 S.F. (0%) BUILDING AREA 945 S.F. OUTDOOR DINING AREA = 600 S.F.

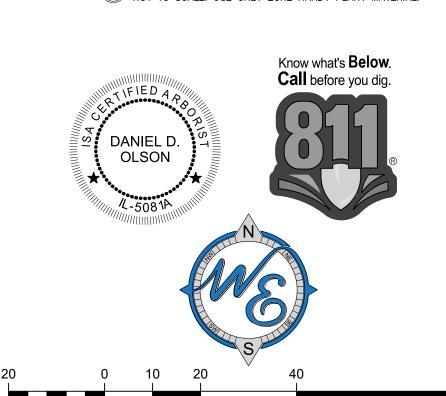


- REMOVE ALL TWINE AND BURLAP FROM THE TOP 1/4 OF ROOT BALL.
REMOVE EXCESS DIRT FROM TOP OF
ROOT BALL IF NECESSARY. TOP OF THE ROOT BALL IS 1-2" ABOVE THE FINISHED GRADE. — CREATE A SAUCER BY MOUNDING A RING OF SOIL AROUND THE PERIMETER OF THE HOLE TO MAXIMIZE WATER CATCHING AND TO ALLOW FOR SETTLING. UNDISTURBED SUBGRADE DIG HOLE A MINIMUM OF 2 TIMES WIDER THAN THE ROOT BALL DIAMETER.

SHRUB PLANTING DETAIL NOT TO SCALE. USE ONLY ZONE HARDY PLANT MATERIAL.



PERENNIAL PLANTING DETAIL NOT TO SCALE. USE ONLY ZONE HARDY PLANT MATERIAL.



LANDSCAPE PLAN

Prepared By:

Prepared For:

Luminaire S	uminaire Schedule - Part numbers are provided by the manufacturer and are only intended to be used as a reference to output and optics used.										
Symbol	Qty	Tag	Arrangement	Luminaire Lumens	Arr. Lum. Lumens	Luminaire Watts	Arr. Watts	LLF	Manufacturer	Description	
	4	C1	Single	996	996	14.4	14.4	0.900	DALS Lighting Inc.	RGR4-CC-XX	
→	2	S1-3	Single	21714	21714	153.6	153.6	0.900	BEACON PRODUCTS	RAR2-320L-165-4K7-3-X-AX-WHX	
	2	S1-3BC	Single	12760	12760	145	145	0.900	BEACON PRODUCTS	RAR-2-320L-165-4K7-3-AX-WHX-BC	
─	2	S1-4	Single	21310	21310	153.6	153.6	0.900	BEACON PRODUCTS	RAR2-320L-165-4K7-4W-X-AX-WHX	

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Max/Min	Avg/Min	Description
PROPERTY LINES	Illuminance	Fc	0.15	0.5	0.0	N.A.	N.A.	READINGS @ GRADE
SITE_Planar	Illuminance	Fc	2.11	10.9	0.0	N.A.	N.A.	READINGS @ GRADE
PARKING LOT	Illuminance	Fc	3.46	7.0	0.5	14.00	6.92	READINGS @ GRADE

LumNo	Label	Mtg Ht	Orient	Tilt
	RAR-2-320L-165-4K7-3-BC_1	20	92	0
2	RAR-2-320L-165-4K7-3-BC_1	20	270	0
3	RAR2-320L-165-4K7-3 (1)	20	0	0
4	RAR2-320L-165-4K7-3 (1)	20	0	0
5	RAR2-320L-165-4K7-4W (1)	20	180	0
6	RAR2-320L-165-4K7-4W (1)	20	180	0
7	RGR4	11	0	0
8	RGR4	11	0	0
9	RGR4	11	0	0
10	RGR4	11	0	0

									OUTLO'	T 1D										
							4. 8			N	188°1	8'21	WE (M) 119	9F. 92	' (M)		+>>/		
0.0	0.0 0.1	RETAIN WALL		0.§.7 0	.5.80	1.0	1.0	1.0	0.5	0.5).5 1.0	1.1	1.0	.3	0.2	0.1		0.0	. 0	
+8	0.1	.3 0.8	1.1	1.4	2.1	3 .2	4.3	4.6	4.3	S1-3BC MH: 20 4.3	4.9	5.1	•4.1	2,5	•0.9	•0.3	•0.1	0	. 0	
	LANDSCAPE AREA		13/		E 3											5		0	1	
0.9.1	0.1		2.2		2.7									3.8			0.3	0.1	. 1	
0.01.1	0.3	.3 3.4	·3.8	3.0	2.1	2.1	2.3	2.6	3.3	4.2	5.4	6.2	6.4	4.1	1 2	0.5	0.3	0.2	2	
0.02.2	0.4 2	.1 •5.4	• 5.1	•3.4	1.8	0.9	0.7°	0.9	1.5	2.6	3.9	5.2	5.8	•3.3	1,1	0.5	0.3		0.2	
0.033	0.6 2	•5.7	• 5.8	3.9	2.0	0.7	0.4	•0.5	•1.0	• 1.9	•3.1	•4.5	• 5.1	2.9	• 1.4	•0.7	• 0.4	0.3		
004/4	0.8 2	.0 •5.3	• 5.9	•3.9	• 1.9	• 0.6	0.3	0.6	0.9	• 1.8	•3.0	4.4	• _{4.9}	3 50 S1-4		0.6	• 0.2	0.1		
- 00 43	0.8	5.3 \$1-3	• 5.8	•3.8	•2 . 0 ¹	•0.6	0.3	0.6	•0.9	•1.9	•3.1	4.5	• 5.0	MH:	20	•0 /7	• 0.4		0 -1	
00.44	125.0'	MH: 20 -5.5	•6.2	• 4.3	2.1			•0.8	1.3	2.2	•3.4	•4.8	• 5.5	3.1	•0.9/	50.4	•0.3	0.2	0.1	
0.3	LANDSCAPE AREA 0.6 2		.s UNH I			ROBONE	DW 9415	BRIVE	TARU .	5.3					BI	G. CNP	Y ?		0.2	
H. H.	p a						, s	MH:	11 M	H: 11									0.00	
, , , , , , , , , , , , , , , , , , ,	WIL II	4 6.3				7.9 E-F	.	MH:\	11	H: 11				.5				0.1 ₁₀ _{SAN}	0.41	
N 0.2 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	0.4	.9 5.6	6.7	5.0	2.6			0.6	0.9	1.2.5	1.4	1.5	1.6	1.2	•0.4	0.1	0.1	0.1 TARY		
0.2	0.4	.8 •6.0	6.9	4.9	2.7	円 U II C	л	0.5	0.8	1.2	1 .6	1.8	2.0	1.7	• . 6	0.2	0.1	0.1	0.1	
0.3	0.5	.7 •5.6	6.9	4.9	2.8	1.0	•0.4	0.6	0.7	1.4	[•] 2.4	•3.3	3.8	3.3	1.2	0.3	0.2	PER DOC.	0.1	
3 0.4/	0.7	.6 4.4	6.5	4.7	°2.5	•0.9	•0.3	0.5	•0.7	3.0	2.93-	4.3	• 5.4	4.6	• 1.5	0.5	0.3	0.2	• 2	
0.0	0.6	.5 4.2	.56.21	4.3	• 2.4 3	0.8	0.35	10. 0.5C	0.6	10.0"	•2.6 2	2 • 3 · 9 ·	• 18.5 5 <u>8</u> 2	4.1	• 1.7	0.72	0.4	0.3	0.2	BOT 1
	B- 0.6 1	MH: 20 ³ I	•6.3	•4.5	•2.4	•0.8	•0.3	DRIVE 0.5RU	DRIV 0.6HF	VE RU •1.3	•2./5	•3.8	• 5.1	3.7	•2.0	• 0.9	•0.4	0.2		
	0.4 + 1	• 5 . 1	•6.2	•4.3	•2.4	•0 - 8	•0.3	0.6	• 0 . 6	•1 . 4	2.5	•3.8	•5.1	•3.8	6 S1-4 MH • 2 2 6	•1.0	•0.4	0.2	0 0	
	7																		0.1	
	0.3																		0.2	
0.1	0.2	.8 2.7	3.4	2.9	1.8	1.1	0.9	1.1	1.7	2.6	3.8	5.1	6.1	5.1	1.8	0.6	0.3	0.2	0.2	
0.1	0.1 0	.4 1.4	•2.0	2.1	2.1	2.5	3.1	•3.7	4.2	4.8	5.9	6.2	6.1	4.7	1/9	0.7	0.3	0.2	0.1	
0.0	0 0.1 0	.2 0.6	1.0	1.5	2.3	· 3.5日1	94 H41	•5.5 ⁻	5.6	5.7	·6.3	·6.0	• 5.1	3.6	1.4	0.5.	0.2	0.1	0.1	
0.	0.0 0	.1 0.3	0.5	0.8	1.4	2.3	3.1	•3.2	2.5	2.3	2.6	3.0	2.4	1.6	0.6	0.2	0.1	0.1	0.0	
0.	0.000	.1 0.1	• 0.2	• 0.3	• 0.4	0.4	0.4	0,5	0.6	\$1-3BC MH: 20 0:7	0.6	0.4	• 0.4	• 0.3	• 0.1	• 0.0	•0.0	•0.0	0.0	
0.	0 0.00 0	0.1	•0.1	0.1	0.1	0.1	0.2	0.2	LANDSCA 0.3	0.3	0.3	0.2	0 2	001	00.11	FND-?	0.0	0.0	0.0	
	0.0 0.	0.0	0.1	0.1	0.19	0.1	0.1	0.1	U.2 _S	88.218	3	M (IA)								
													FND- ?							

PARKING LOT DESIGN GUIDE	MAINTAINEC) HORIZONTAL	MAINTAINE	D VERTICAL	MAXI	MUM
APPLICATION AND TASK	AVERAGE (FC)	RANGE (FC)	AVERAGE (FC)	RANGE (FC)	AVG:MIN	MAX:MIN
PARKING (UNCOVERED) ZONE 3 (URBAN)	1.5	0.75 - 3	0.8	0.4 - 1.6	4:1	15:1
PARKING (UNCOVERED) ZONE 2 (SUBURBAN)	1	0.5 - 2	0.6	0.3 - 1.2	4:1	15:1
SAFETY (BUILDING EXTERIOR)	1	0.5 - 2	-	-	FOR SECURI RAISE AVG.	

SIMPLIFIED RECOMMENDATIONS BASED ON IES 'THE LIGHTING HANDBOOK' 10TH EDITION AND IES RP-20-14.
INDIVIDUAL APPLICATIONS WILL DETERMINE SPECIFIC RECOMMENDATIONS. PLEASE REFER TO THE MOST RECENT HANDBOOK FOR A
MORE DETAILED EVALUATION AND ADDITIONAL APPLICATIONS. THESE RECOMMENDATIONS DO NOT SUPERCEDE ANY APPLICABLE CODES.

NOTES

PG-ENLIGHTEN IS NEITHER LICENSED NOR INSURED TO DETERMINE CODE COMPLIANCE. CODE COMPLIANCE REVIEW BY OTHERS.

ANY VARIANCE FROM REFLECTANCE VALUES, OBSTRUCTIONS, LIGHT LOSS FACTORS OR DIMENSIONAL DATA WILL AFFECT THE ACTUAL LIGHT LEVELS OBTAINED.

THIS ANALYSIS IS A MATHEMATICAL MODEL AND CAN BE ONLY AS ACCURATE AS IS PERMITTED BY THE THIRD-PARTY SOFTWARE AND THE IES STANDARDS USED.

FIXTURE TYPES AND QUANTITIES MAY CHANGE BASED ON UNKNOWN OBSTRUCTIONS OR FIELD CONDITIONS. THESE CHANGES MAY RESULT IN AN INCREASED QUANTITY OF FIXTURES.

FIXTURE TYPES AND QUANTITIES BASED ON PROVIDED LAYOUT AND DRAWINGS ARE FOR REFERENCE ONLY. TYPES AND QUANTITIES MAY CHANGE WITH FUTURE REVISIONS.

CALCULATION GRID VALUES 10'-0" O.C.

enlight

FRANKFORT COFFEE

CLIENT NAME:
KEYSTONE PLANNING + DESIGN

Date:3/24/2023

Page 2 of 2



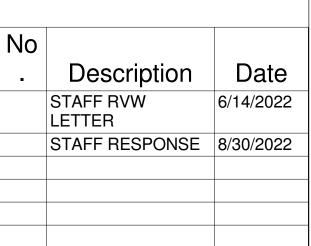














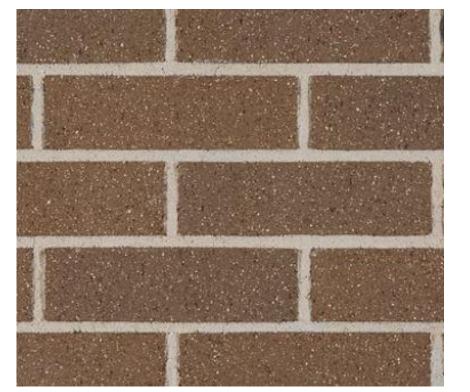
FORTRESS RAILING, H-SERIES 36" H



ADJACENT EMAGINE CLADDING



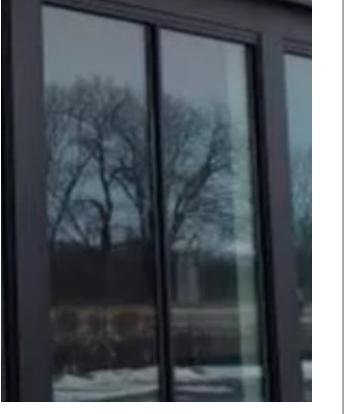
CULTURED CHARDONNAY LEDGE STONE



WATERFORD BRICK

Aged Bronze

BERRIDGE AGED BRONZE



MIDNIGHT BRONZE STOREFRONT IFZ UPDATED ELEVATIONS

A299 IFZ

Scale

cale











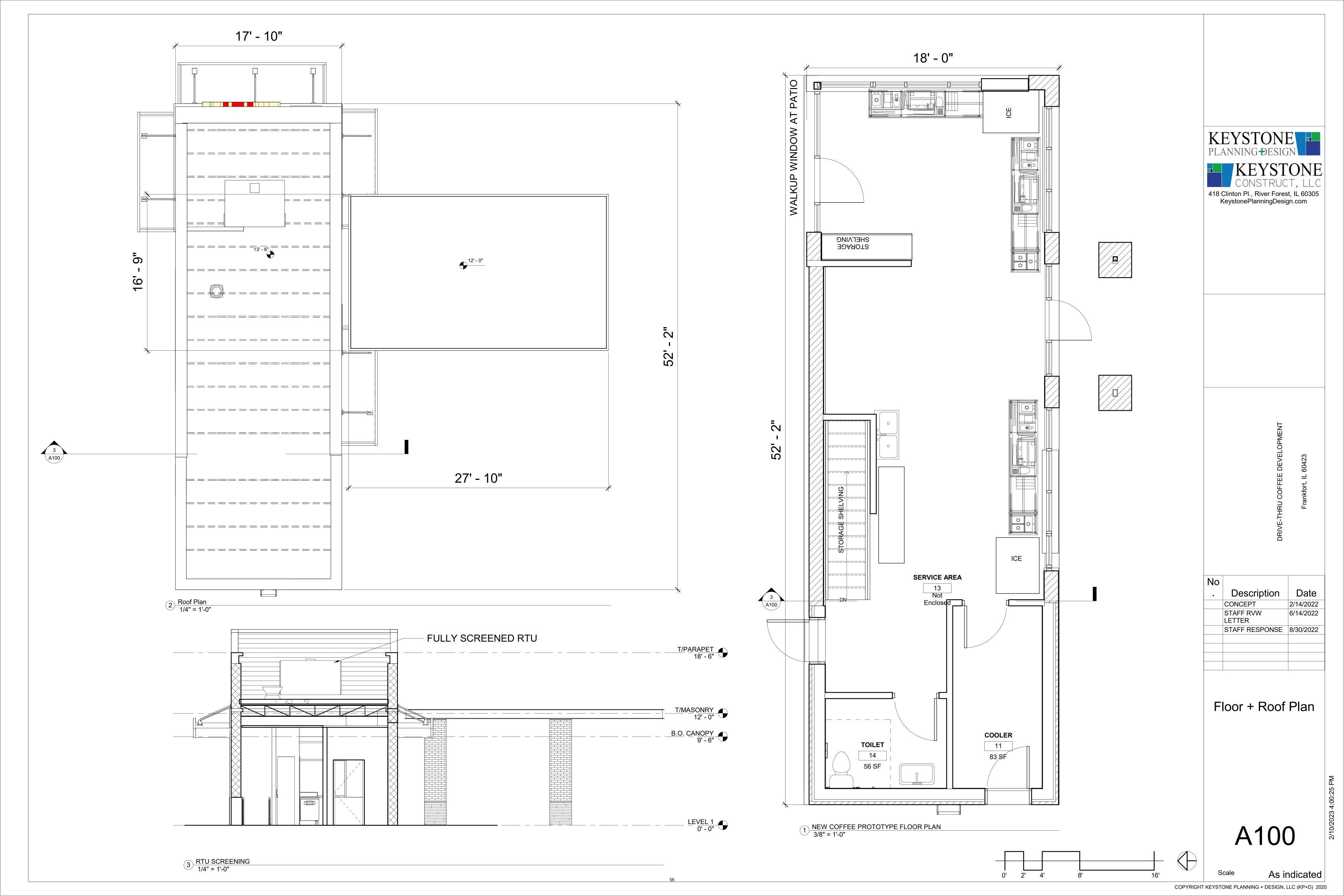


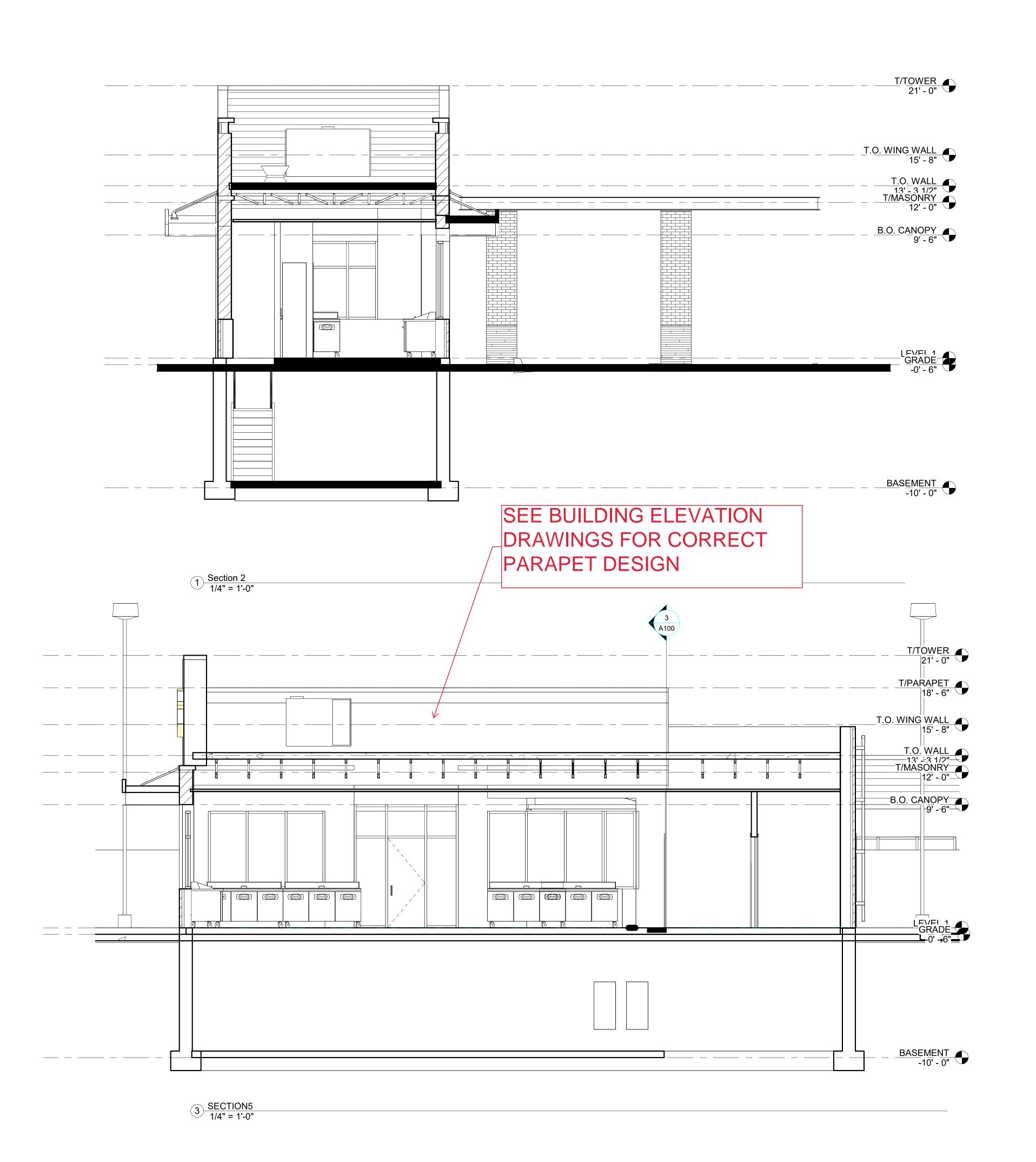
No
Description
STAFF RVW
5/28/2022

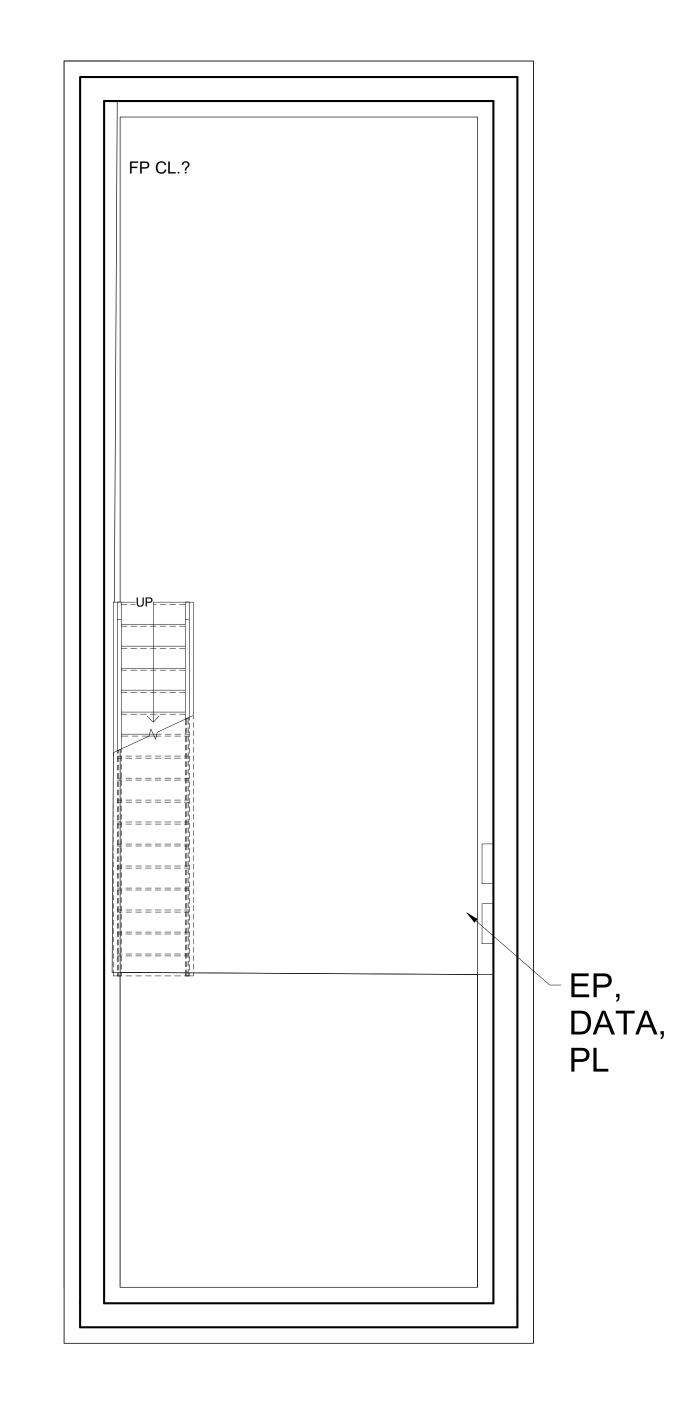
RENDERINGS

XA000

Sca







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



DRIVE-THRU COFFEE DE

Frankfort, IL 604

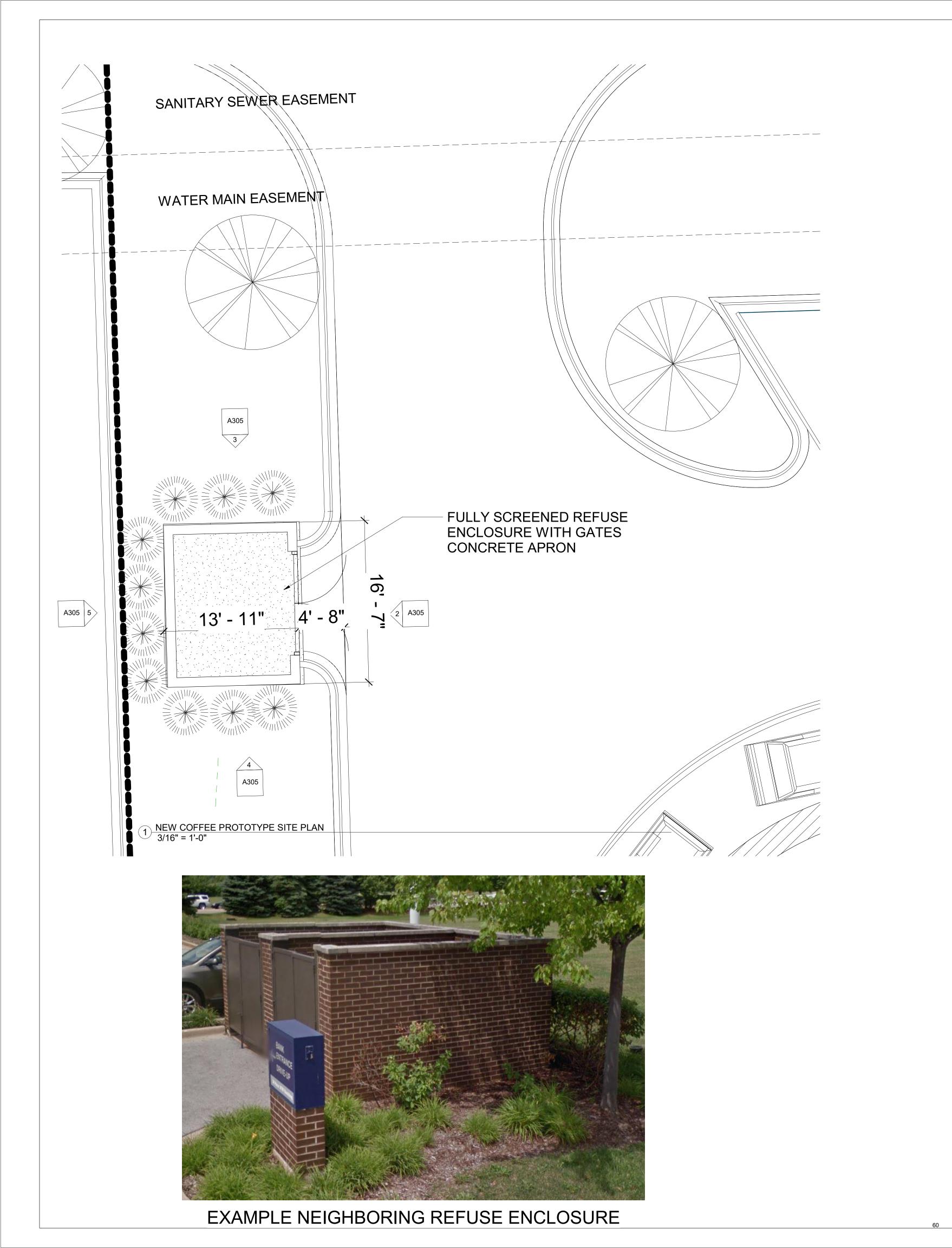
С		
	Description	Date
	STAFF RVW LETTER	6/14/2022
	STAFF RESPONSE	8/30/2022

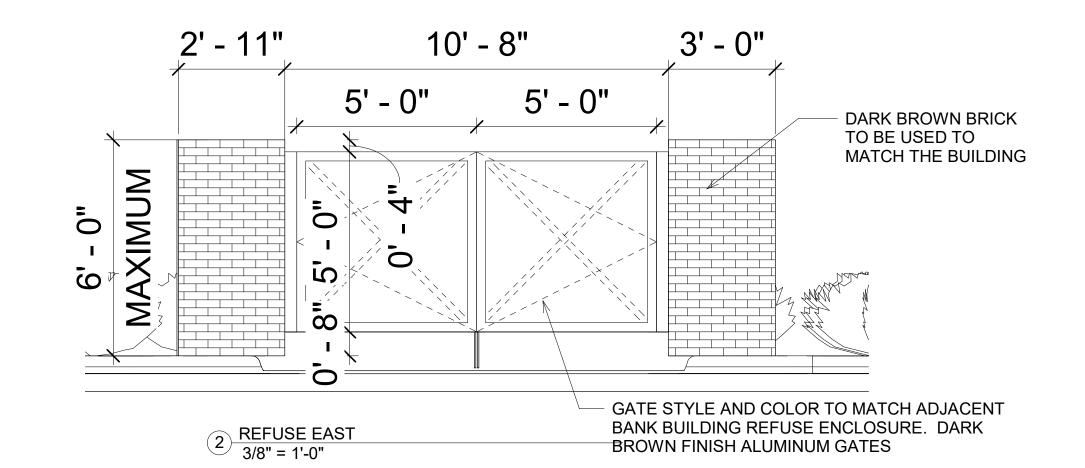
Basement Plan + Sections

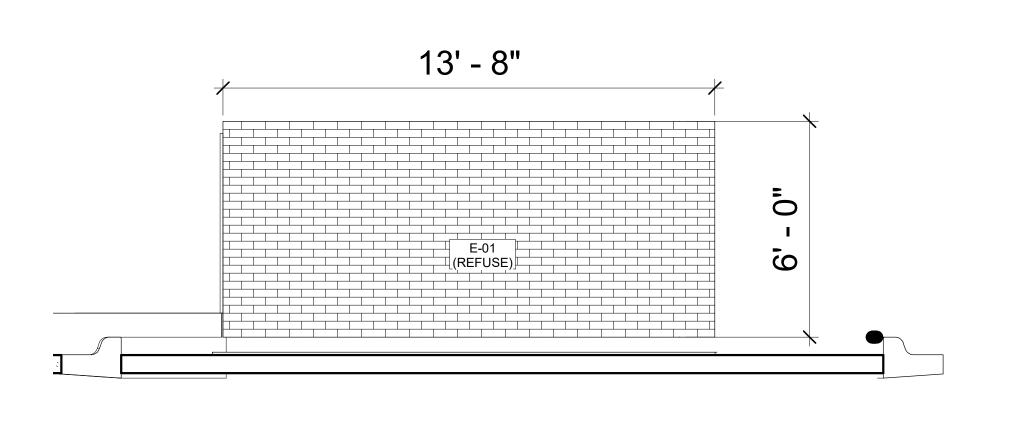
4101

Scale

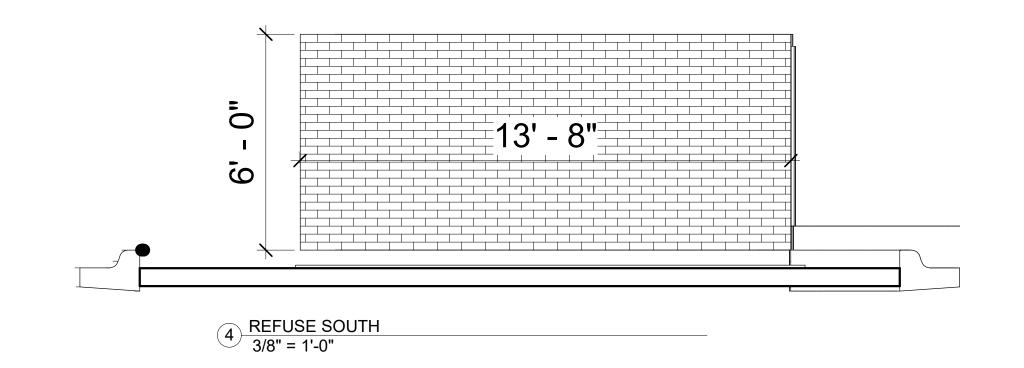
1/4" = 1'-0"

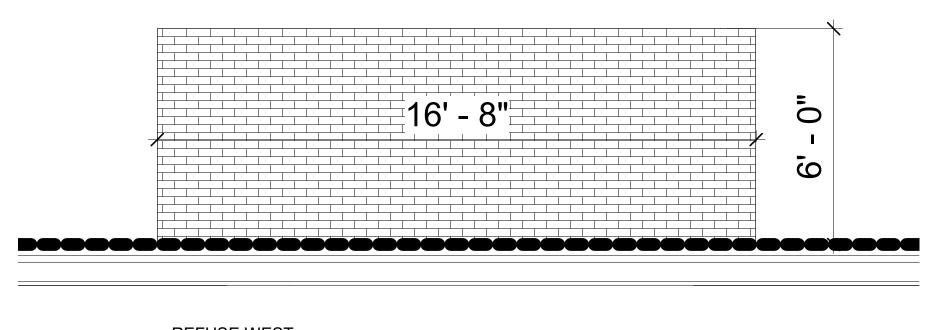




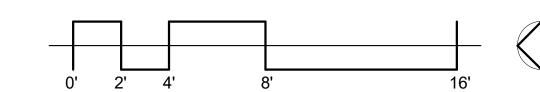


3 REFUSE NORTH 3/8" = 1'-0"





5 REFUSE WEST 3/8" = 1'-0"





No		
-	Description	Date
	ORIGINAL PLAN	10/22/2021
	REVISED	11/10/2021
	CONCEPT	2/14/2022
	STAFF RVW	5/28/2022
	STAFF RVW LETTER	6/14/2022
	STAFF RESPONSE	8/30/2022
		1

SITE REFUSE **ENCLOSURE ELEVATIONS**

A305

As indicated



Project: Olde Frankfort Mall – Building Addition

Meeting Type: Public Hearing

Requests: New PUD (with exceptions), Special Uses (x2), Variation (x1), Final Plat of Re-subdivision

Location: 15 Ash Street

Subdivision: Bowen's Subdivision of Blocks 1, 12 & 13

Applicant: SHI NAPS, LLC

Prop. Owner: same **Representative:** Joe Napoli

Staff Reviewer: Christopher Gruba, Senior Planner

Site Details

Parcel Size: 12,565.3 square feet (0.29 acres)

PIN(s): 19-09-28-208-003-0000 Existing Zoning: H-1 (Historic District)

Prop. Zoning: N/A

Buildings / Lots: 1 building, 1 lot (after combination)

Adjacent Land Use Summary:

	Land Use	Comp. Plan	Zoning
Subject Property	Bowling Alley/Retail	Mixed Use	H-1
North	Park	Parks/Open Space	H-1
South	Commercial	Mixed Use	H-1
East	Commercial	Mixed Use	H-1
West	Commercial	Mixed Use	H-1



Project Summary -

The owner of the property located at 15 Ash Street, commonly known as the Olde Frankfort Mall or the Frankfort Bowl building, seeks to construct a three-story, 15,780 square foot building addition. The building addition would be added to the north and east façades of the building (Kansas Street and White Street, respectively), leaving the rest of the existing building intact, except for removing the exterior blue/green staircase on the north façade that serves the bowling alley. The project was initially reviewed as a traditional development during the workshop meetings but has since been changed to be reviewed as a new PUD. As part of the PUD, the applicant is requesting "exceptions" from the Zoning Ordinance, which would be variations under a traditional development. In addition to the PUD, the project will also require Special Use Permits (at least 2 for the proposed restaurant and associated outdoor seating), one variation to waive all required off-street parking and a Plat of Resubdivision to combine the underlying lots. Since the property is located within the H-1 zone district, the project was reviewed by the Historic Preservation Commission and a Certificate of Appropriateness for the architecture and building materials was granted on January 18, 2023, and again on April 19, 2023, for minor changes. Upon a recommendation from the PC/ZBA during the public hearing, the project will require final action by the Village Board.

Attachments

- 1. 2019 Aerial Photograph, Village of Frankfort GIS (1:1,500)
- 2. Zoning Map (surrounding area)
- 3. Aerial Photograph, isometric image (Google Maps)
- 4. Variation Findings of Fact Commissioner Evaluation Form
- 5. Variation Findings of Fact, Applicant responses received 3.30.22
- 6. Special Use Findings of Fact Commissioner Evaluation Form
- 7. Special Use Findings of Fact, Applicant responses received 6.2.23
- 8. PUD Findings of Fact Commissioner Evaluation Form
- 9. PUD Findings of Fact, Applicant responses received 1.26.23
- 10. 2016 Downtown Parking Evaluation, prepared by Sam Schwartz, Transportation Consultants (excerpt)
- 11. Public Parking Spaces Count Map After development of 15 Ash and 7 N. White projects (Village Staff GIS)
- 12. Time-Limited Parking Map (Village Staff GIS)
- 13. PC/ZBA minutes from November 10, 2022 workshop
- 14. HPC minutes from April 19, 2023
- 15. Draft CCR's with staff's comments EMAILED ONLY TO SAVE PAPER
- 16. Pictures of site, taken by staff 9.23.22
- 17. Rooftop screening manufacturer specifications
- 18. Plan submittal, received May 4, 2023
 - a. Final Plat of Resubdivision
 - b. Survey
 - c. Landscape Plan
 - d. Site Plan
 - e. Floor Plans
 - f. Building Elevation Drawings in black & white and color
 - g. Building materials and colors
 - h. Building cross-section view
 - i. Rendered views (3-D)
 - j. Sun Study Plan (illustrating shadows at different times)
 - k. Photometric Plan
 - I. Pictures of other existing 3-story buildings in nearby towns
- 19. Survey, colorized, illustrating ground surfaces in rights-of-way, prepared by staff
- 20. Site Plan, colorized, illustrating ground surfaces in rights-of-way, prepared by staff

Project History —

- April 14, 2022: PC/ZBA workshop #1
- November 10, 2022: PC/ZBA workshop #2
- December 21, 2022: HPC meeting #1 (tabled)
- January 18, 2023: HPC meeting #2 (Certificate of Appropriateness issued, 4-1 vote)
- April 19, 2023: HPC meeting #3 (*revised* Certificate of Appropriateness issued, 4-1 vote, for changes made to the exterior of the building since the January 18th HPC meeting)
- June 8, 2023: PC/ZBA public hearing

Due to the length of the meeting minutes, staff has only attached the minutes from the last PC/ZBA workshop (November 10, 2022) and the last HPC meeting (April 19, 2023). All meeting minutes are available online or by contacting staff.

Main changes to plans since the PC/ZBA workshop on 11.10.22 & HPC meeting 4.19.23:

 The two rooftop decks were removed. There was formerly a rooftop deck placed over the existing bowling alley and an observation deck placed over the 3rd floor of the addition. The rooftop deck over the bowling alley portion of the building was enclosed to provide larger residential unit space.

- 2. The number of residential units decreased from 10 to 9.
- 3. Whereas there were no changes to the five (5) residential units on the 2nd floor, the four (4) residential units on the 3rd floor were all increased in size:
 - a. Unit 301 was increased from 875 SF to 1,975 SF
 - b. Unit 302 was increased from 570 SF to 1,585 SF
 - c. Unit 303 was increased from 540 SF to 970 SF
 - d. Unit 304 was increased from 580 SF to 975 SF

4. Balconies:

- a. Two balconies were eliminated on the Kansas Street façade, one from the 2nd floor and one from the 3rd floor.
- b. The width of the remaining four (4) balconies on the Kansas Street façade were reduced in width from 20' to 14'. These balconies were also positioned in a more balanced fashion on either side of the main entrance.
- c. The four (4) balconies on the White Street façade have been spaced in a more balanced fashion on one of the façade sections.
- d. The colored renderings of the building were changed to reflect the new balcony configuration.
- e. All balcony changes were made to reduce their overall appearance, especially on the Kansas Street façade.
- 5. There are fewer exterior carriage lights on the south elevation of the proposed building addition. These carriage lights were formally being used to illuminate the rooftop deck over the bowling alley, but the rooftop decks were removed. There is one remaining carriage light near a utility access door for maintenance of the roof.
- 6. Rooftop mechanical units were added to the northwest corner of the building where the former observation deck was located. All mechanical units would be screened by the building's parapet walls and by metal louver screening panels as tall as the units.
- 7. Two additional street trees were added, one within the right-of-way of Kansas Street and one within the right-of-way of Ash Street. The street tree requirement now complies with the Landscape Ordinance requirement of 1 tree for every 35' of lineal frontage.

8. Lighting:

- a. The design of light fixture "A" (the single light near the doors to the loading/receiving room), was modified to include a metal shield above it to direct light down. This light was also dimmed from 8,792 lumens to 4,257 lumens. The fixture has a BUG (glare) rating of 0.
- b. The design of light fixture "B" (two acorn-style lights on either side of the loading entrance) was modified to provide metal coverings at the top. This fixture has a BUG (glare) rating of 0.

9. Building Height:

- a. A sun study was provided that illustrates the approximate locations of the building's shadow throughout the year. The location of the shadow is illustrated for morning, noon and afternoon on the summer/winter solstice and spring/fall equinox.
- b. Imagery was provided showing comparable local towns with 3-story buildings in their historic downtowns.
- c. One color rendering was added to provide a street-level view "Looking South on White Street", which compares the height of the Trolley Barn to the proposed building addition (sheet P-13).

10. Other:

a. A brick Herringbone pattern was added to the center of the façade along Kansas Street.

Analysis (updated) —

Land Use

The property is zoned H-1, Historic District. This zone district is primarily intended to "preserve and enhance the historic downtown commercial area". Although mostly a commercial district by nature, residential dwelling units are permitted above the 1st floor by-right. The applicant has listed the permitted and special uses available in the H-1 zone district on Sheet P-2. Not all uses within the building have been finalized at this time (specifically on the 1st floor).

The existing building and proposed addition would contain multiple uses, including restaurant, retail and residential uses. The floorplan for the 1st floor illustrates a restaurant use in Tenant 01, for which the applicant has applied for a Special Use Permit for a full-service restaurant with liquor sales. The other uses for tenants on the 1st floor are not specified but are assumed to be general retail, which is permitted by-right. However, it's also possible that the other commercial tenant spaces might also be used for restaurants, salon/spa/massage or other personal service establishments. Depending on the specific uses proposed, additional Special Use Permits may be required in the future. The 2nd and 3rd floor floorplans illustrate residential dwelling units on each floor, for a total of nine (9) residential units in the building.

The existing uses within the Olde Frankfort Mall include the bowling alley and a mix of retail uses, including a coffee shop. The bowling alley utilizes the entire second floor of the existing building. Bowling alleys are considered "indoor entertainment" uses, which require a Special Use Permit in the H-1 zone district. A Special Use Permit for the bowling alley and extended hours of operation was granted via Ord-2601 on July 20, 2009. In 2019, a Special Use Permit was granted for the coffee shop (now Grounded Coffee Bar), which is classified as a carry-out restaurant (Ord-3185).

Site Plan

The proposed building addition maximizes the use of the property. The size of the parcel is 12,565.3 square feet (0.29 acres). The footprint of the existing building is 6,873 square feet and the footprint of the proposed addition is 5,260 square feet. The total building footprint with the addition would be 12,133 square feet, resulting in a lot coverage of 96.6%. There is no maximum building coverage or maximum impervious lot coverage in the H-1 zone district.

The project would involve significant work within the public rights-of-way of Ash, Kansas and White streets. Improvements with the rights-of-way include outdoor dining (with fencing), an ADA ramp to the front of the building, a projecting entranceway awning, a loading space and landscape planters. The area within the existing rights-of-way consists of concrete sidewalks, brick pavers, asphalt, benches, utility boxes, landscape beds and metal tree grates. Due to the proposed changes on-site and within the rights-of-way, staff color-coded both the Plat of Survey (existing conditions) and the Site Plan (Sheet P-1) to better differentiate surface features. The color coding is intended to clearly illustrate different types of pavement and landscaping on either public or private

property. Sheet P-1 (Architectural Site Plan) with color-coding should be used as a rough guide; please refer to the updated and non-colored Sheet P-2 (Architectural Site Plan) for the latest plan submittal. Staff recommends providing an uninterrupted, 3' wide, hard-surface ADA-accessible route along all three streets for wheelchair access, which appears to be provided on the Site Plan.

The site plan has been reviewed per the Table of Density, Dimensional and Other Standards within the Zoning Ordinance. The property has three (3) road frontages, Kansas Street is considered the *front yard*, Ash and White streets are considered *corner side yards* and the south property line is considered a *side* yard. A summary of the dimensional standards is as follows.

Red text denotes the requirement of an exception.

Table of Density, Dimensions and other Standards Chart (excerpt)							
H-1 Zone	Lot Size (min SF)	Front Yard Setback (Kansas)	Front Yard Landscaping (Kansas)	Corner Side Yard Setback (Ash & White)	Corner Side Yard Landscaping (Ash & White)	Side Yard Setback (south)	Max Bldg. Height
Requirement	5,000.0	0'	Required	10'	Required	5'	35'
Existing	12,565.3	12'	None	3' 11" & 29'	None	0'	27'10"
Proposed	12,565.3	0'	None	3′ 8 ½″ & 2″	None	0'	45'4"

Staff offers the following additional comments regarding the Site Plan:

- 1. A 10' corner side yard setback is required along the frontages of both Ash Street and White Street. The existing building is set back 3' 10" from the property line along Ash Street and approximately 29' from the property line along White Street. The proposed addition would be constructed 3' 8 ½" from Ash Street and 2" from White Street, requiring an exception for each.
- 2. A 5' side yard setback is required along the south property line. The proposed addition would be constructed 0' from the side property line, requiring an exception.
- 3. There is an existing trash enclosure with PVC fencing and a slatted chain link fence gate located on the east side of the building adjacent to White Street. This enclosure would be removed as part of the proposed building addition. The proposed building would contain an indoor trash/receiving room in approximately the same location as the existing outdoor trash enclosure.
- 4. Sheets P-2 and P-4 illustrate fenced outdoor dining areas, straddling the property lines along Ash Street and Kansas Street. Outdoor dining within the public right-of-way has been permitted in other areas of the Downtown. Recent examples include Fat Rosie's, Francesca's and Trails Edge. Outdoor dining within the right-of-way would require a Special Use Permit as well as a lease agreement with the Village. Outdoor seating areas must be enclosed by a fence or wall at least 3' in height and must leave at least a 5' wide portion of sidewalk unobstructed (Page 86 of the Zoning Ordinance). This requirement has mostly been met, although there are a few "pinch points" between the fencing and existing trees. The pinch points are not less than 3' wide for ADA access.
- 5. There is an existing wooden split rail fence adjacent to the public sidewalk along Kansas Street. This fence is technically located within the Ash Street right-of-way and is owned by the Village. This fence would be removed as part of this redevelopment.
- 6. There is a basement beneath the existing building that would remain in place. The proposed building addition would not have a basement, although some new subgrade staircases and ramps would be provided. The proposed new elevator would also access the basement, as well as all 3 floors.

Floorplan

The 1st floor interior layout of the existing building would be reconfigured to create more "usable" tenant spaces in terms of tenant space size and configuration. The 2nd floor layout for the bowling alley would remain largely unchanged, although areas for new restroom facilities and a residential hallway would consume part of the existing lounge area. The minimum size permitted for a dwelling unit is 320 square feet. All proposed residential units within the building addition meet the minimum size:

Unit #	201	202	203	204	205	301	302	303	304	Average
Size (SF)	860	802	630	580	380	1,975	1,585	970	945	970

Building Materials/Architecture

Building materials and architecture is regulated by the Zoning Ordinance, under the purview of the Plan Commission, and by the Historic Preservation Ordinance (Ord-3261), under the purview of the Historic Preservation Commission (HPC). The PC/ZBA first offered architectural comments during the workshops. Subsequently, this project was reviewed by the HPC three times; the last two times it was granted a Certificate of Appropriateness. For the current public hearing, the PC/ZBA may request or recommend additional changes. However, if the architecture is changed after the public hearing, the project would need to return to the HPC again to "amend" the Certificate of Appropriateness. Once the project reaches the Village Board for final action, the Board may request changes as well.

Staff offers the following architectural comments:

- 1. The H-1 zone district allows a maximum building height of 35', when measured from the building top of foundation to the highest part of the roof. The proposed building addition would measure approximately 45' 4" tall, requiring an exception.
- 2. The architecture for the proposed building addition can be described as Italianate. The addition employs the following Italianate features: two-three stories tall, overhanging eaves, tall narrow windows with arches above, brick construction, wide cornices, a raised one-story porch, decorative pediments and decorative woodwork.
- 3. The primary building material is brick, using three different types/colors of brick for the addition. There are several accents made of various materials, including cast stone sills and medallions, a cast stone pediment, LP Smartside panel (a durable wood composite), wood-stained doors and abundant window area. The building is varied in height to break up the massing on all three new façades and is further articulated with projecting elements such as masonry piers and an entry canopy facing Kansas Street. Decorative wall sconces provide accent lighting. There would be a minor amount of EIFS used on the back of the 3rd floor addition, for the portion of the residential units located above the bowling alley. EIFS is a lighter material, which is better suited above the existing roof of the bowling alley. The EIFS should blend with the other building materials and will not be highly visible from the street.
- 4. New façades would be added to the east (White Street) and north (Kansas Street) sides of the building as part of the proposed building addition. The west façade (Ash Street) would have newer materials for the building addition, while the façade of the *existing* building would be refurbished, retaining some of the original elements & materials.
- 5. The southern rear (technically side yard) façade would not be changed, other than making repairs and patching holes for the a/c wall units that would be removed. Gutters and downspouts would be added on this side, connecting to the underground storm sewer.
- 6. The proposed new façades, or changes to the existing façade, are intended to complement the original building and the surrounding buildings in the historic downtown.
- 7. The exterior stairway serving the 2nd floor bowling alley would be removed and replaced with the building addition. The stairway would be replaced by two new interior stairways and an elevator, which would also serve the basement and all 3 floors.

- 8. The proposed building addition shall be compatible with other adjacent properties, regarding texture, massing and scale (Article 7, Section A, Part 8). A comparison drawing has been included with the building elevation drawings, comparing the height of the proposed building addition with the existing Trail's Edge building and Wright building, both located on Kansas Street. Kansas Street climbs slightly when traveling from east to west, which helps balance the visual appearance of the proposed 3-story building addition, since the building addition would be located on lower ground than the existing buildings to the west.
- 9. Several new mechanical units would be added on top of the building addition portion and screened from view by a parapet wall measuring approximately 4' 2" tall. No mechanical units are proposed on the portion of the roof over the bowling alley.

Parking

- 1. Article 6, Section C, Part 3 (g)(6) states, "The Village Board has determined that it may be unreasonable and impractical for individual building uses within the historic district to provide auxiliary parking facilities on site. Parking facilities to accommodate the requirements of the uses within the designated area may best be provided by the Village in public parking areas developed in compliance with a general plan of parking facilities. Therefore, any new building or structure, or any expansion to an existing building, or any change in use to a use which requires additional parking as compared to the original use, may be relieved from providing the normally required off-site parking through the approval of a variation. The Village Board may require, as a condition of the variation approval, compensation toward a public parking area. Shared parking is also encouraged in this district". Since many of the proposed tenants are undefined, the required parking for the property cannot be calculated exactly. However, the absence of any off-street parking spaces would require a variation from the parking requirements when they are determined.
- 2. As noted, the proposed tenants have not all been identified at this time. At a minimum, the building would contain restaurants, retail uses and residential units. The bowling alley use is also included on the plans, although there was a recent article in the Patch that it would be closing at the end of June. Some of the proposed uses would be permitted by-right, such as residential uses above the 1st floor. Other uses would require a Special Use Permit, which may be applied for later. To assess the future parking demands of the building as noted on page 3, staff lists the following potential permitted uses and special uses in the H-1 zone and their parking requirements:

Use	Parking Requirement	Permitted or Special Use
Bakery (grocery store)	1 space for every 200 square feet of gross floor area plus 1 space for each employee during the largest working shift.	Special Use
Bed and Breakfast	1 parking space for each guest room.	Special Use
Bowling Alleys	5 spaces for each lane, plus 1 space for each employee during the largest working shift.	Special Use
Convenience store	1 space for every 150 square feet of gross floor area.	Special Use
Dry Cleaners	1 space for every 200 square feet of gross floor area, plus 1 space for each employee during the largest working shift.	Permitted
Dwelling units above the 1st floor	2 spaces per dwelling unit, plus 0.5 spaces for each 1,200 square feet of dwelling unit.	Permitted
Hotel/Motel	1 space for each room, plus 2 spaces for each 3 employees, plus 1 space for each 3 persons of maximum capacity of each meeting/banquet room.	Special Use
Indoor recreation and entertainment	1 space for every 4 patrons based upon the maximum occupancy of the facility, plus 1 space for each employee during the largest working shift.	Special Use

Massage Establishment	1 space for each 200 square feet of gross floor area, plus 1 space for each employee during the largest working shift.	Special Use
Microbrewery/Distillery/Winery with sampling area	1 space for every 500 square feet of gross floor area dedicated to brewing & operations, plus 1 space for each 1,000 square feet of gross floor area dedicated to sampling area, retail display, customer seating and other non-production areas.	Special Use
Office, Business/professional	1 space for every 200 square feet of gross floor area.	Permitted
Office, Healthcare	3 spaces for each exam room, plus 1 space for each employee during the largest working shift.	Permitted
Personal Service (salon, etc.)	1 space for each 200 square feet of gross floor area, plus 1 space for each employee during the largest working shift.	Permitted
Restaurant (full service)	1 space for each 100 square feet of gross floor area, plus 1 space for each employee during the largest working shift.	Special Use
Restaurant (carry out)	1 space for each 75 square feet of gross floor area, plus 1 for each 2 employees during the largest working shift.	Special Use
Restaurant (outdoor seating area)	Same as the type of restaurant/tavern it serves.	Special Use
Retail sales under 5,000 SF	1 space for every 250 square feet of gross floor area, plus 1 space for each employee during the largest working shift.	Permitted
Retail sales over 5,000 SF	1 space for every 250 square feet of gross floor area, plus 1 space for each employee during the largest working shift.	Special Use
Tavern	1 space for every 100 square feet of gross floor area, plus 1 space for each employee during the largest working shift.	Special Use
Vacation Rental	1 space for each guest room	Special Use

3. A possible estimated parking calculation, per the current plans, is as follows. This does not account for the number of employees in each use, so the total parking requirement will be higher.

	Tenant	Use	Sq. Ft.	Requirement	Spaces required
	01A	Restaurant	1,300	1:100 GFA	13
	01B	Restaurant	1,100	1:100 GFA	11
	01C	Retail	1,096	1:250 GFA	4.38
Floor	01D	Retail	1,075	1:250 GFA	4.3
F	2	Retail	720	1:250 GFA	2.88
1st	3A	Retail	586	1:250 GFA	2.34
	3B	Retail	597	1:250 GFA	2.38
	4	Retail	981	1:250 GFA	3.92
	5	Retail	917	1:250 GFA	3.66
	Bowling Alley	Bowling Alley	3,920	5 spaces/lane	30
'n	201	Residential	860	2 spaces/unit	2
Floor	202	Residential	802	2 spaces/unit	2
2nd	203	Residential	630	2 spaces/unit	2
2	204	Residential	580	2 spaces/unit	2
	205	Residential	380	2 spaces/unit	2
7	301	Residential	875	2 spaces/unit	2
Floor	302	Residential	570	2 spaces/unit	2
3rd I	303	Residential	540	2 spaces/unit	2
- m	304	Residential	580	2 spaces/unit	2
		Total			96

- 4. As noted under #1 above, any new building or expansion to an existing building in the H-1 zone district may be relieved from providing the required on-site parking through the approval of a variation. The variation for the required parking should be based upon several factors, including:
 - a. The availability of nearby public parking lots
 - b. The availability of nearby private parking lots
 - c. The availability of nearby on-street parking
 - d. The viability of shared parking between uses
 - e. Use of alternative transportation, such as bicycles
- 5. The site is currently served by a combination of off-street parking, on-street parking and nearby public parking lots. The subject property contains 4 off-street parking spaces on private property near White Street, which would be removed upon completion of the building addition. There are 10 angled parking spaces within the right-of-way of Kansas Street and 3 parallel parking spaces within the right-of-way of Ash Street. The applicant is proposing to remove one of the angled parking spaces within the right-of-way of Kansas Street to provide for 2 ADA-accessible spaces. The result would be 7 regular spaces and 2 ADA space along Kansas Street. Since this change is proposed within the right-of-way, the Public Works Department was consulted and agrees with this change. Currently, the closest ADA-accessible parking space is on Ash Street just south of the subject property. There are no ADA-accessible spaces along the entire length of Kansas Street.
- 6. In 2016, a Frankfort Downtown Parking Evaluation was performed by Sam Schwartz, Transportation Consultants. The report (excerpt attached) provides the location of on-street parking, public parking lots and private parking lots, with the total number of parking spaces noted for each. The parking analysis concluded that there is no shortage of parking within the downtown. In particular, the public parking lots east of White Street between Elwood Street and Kansas Street are underutilized. As part of the 7 N. White Street project (Integrus), staff revisited the Schwartz Downtown Parking Evaluation and found some errors and that some of the ground conditions had changed. In response, staff provided an updated GIS map of the downtown area, clearly illustrating all public parking lots, private parking lots and on-street parking, with a total number of parking spaces for each.
- 7. Should the variation to waive all required off-street parking be granted, parking for the site would be provided within the rights-of-way of nearby streets and several nearby public parking lots. It should be noted that the residential tenants would likely park their vehicles overnight either on the street or in public parking lots.
- 8. The Village currently permits overnight parking in public or private parking lots. Parking is also permitted overnight on streets, except during snow events of 2" or more, in which cars must be removed for plowing.
- 9. The PC/ZBA retains the right to request a traffic study (Article 7, Section A, Part 3, (b)(4)), if desired.
- 10. In the event that a variation is granted for relief of the parking requirements, staff recommends including a condition of approval requiring the installation of several decorative bicycle racks on or near the subject property. The site plan does not illustrate any on-site or off-site bike racks.

Loading

- 1. There is an existing parking/loading space located within the existing asphalt drive at the northwest corner of the site, with access to Ash Street. This parking/loading area would be removed upon completion of the building addition.
- 2. Loading spaces are required for the proposed development and are calculated using the gross floor area of each <u>use</u> (Article 7, Section B, Part 4). However, because all uses within the building are not yet defined, it is impossible to calculate the required number of loading spaces. Loading spaces must measure at least 12' x 50' and be located on the subject property.

- 3. One 12'x50' loading space has been provided within the right-of-way of White Street, next to the trash room and "back of house" for the commercial uses. This space would allow full-size trucks to load and unload, while not obstructing the existing 12' wide southbound travel lane on White Street. This was a recommendation of staff at the 1st workshop and generally supported by the PC-ZBA. While this space cannot technically satisfy the off-street loading requirement because it is located in the right-of-way, the intent of the Ordinance would be met. An exception would be required to waive all required off-street loading.
- 4. Many, if not most, of the existing businesses within the downtown occur within downtown street rights-of-way between 7 am and 9 am, notably on Kansas Street . Most businesses within the downtown are not open before 9 am. Loading within the travel lanes of White Street is not recommended due to the higher volume of traffic on this street compared to other downtown streets.

Landscaping

There are no existing trees or landscaping on the subject property itself. The landscape requirements are activated for redevelopment projects that increase the footprint of the building by more than 25%, as in this case. Although the site is currently deficient in landscaping, the applicant is proposing additional landscaping to move closer to compliance with the code. Staff offers the following comments:

- 1. The proposed Landscape Plan does not match the proposed Site Plan in terms of floorplan layout, outdoor dining areas, on-street loading and on-street parking because they were prepared by different companies. The Landscape Plan should only be used to evaluate the existing and proposed landscaping. Please refer to the Site Plan (P-2) for the correct information regarding the floorplan, off-site parking, loading and other off-site improvements.
- 2. Parkway (street) trees are required at a rate of 1 tree for every 35' feet of lineal frontage. Street trees, by definition, shall be located within the road right-of-way, between the curb/shoulder of the road and the private property line.
 - a) The Kansas Street frontage is 145.6', requiring 5 street trees, whereas there are 4 existing. The two mature street trees along Kansas Street are noted as being preserved on the plan. One of these existing trees (a sycamore) is a "preservation tree", as defined in Appendix E of the Landscape Ordinance. If preservation trees are removed, they must be mitigated on-site. If the preservation trees are removed, the Village may require a cash-in-lieu based on the caliper of the tree(s) being removed per §158.07 D (7)(a) of the Landscape Ordinance. The applicant is proposing to preserve the existing street trees and add 1 additional street with the right-of-way, to comply with the code.
 - b) The Ash Street frontage is 86.3' long, requiring 3 street trees, whereas there is only 1 existing. The applicant is proposing 2 additional street trees within the right-of-way, in compliance with the code. These two new trees would be planted within a 3'x6' metal grate to match the setup for the existing tree on Ash Street.
 - c) The White Street frontage is 86.3' long, requiring 3 street trees, whereas there is only 1 existing. The applicant is proposing 2 additional street trees within the right-of-way, in compliance with the code. These two new trees would be planted in a new sod parkway within the right-of-way.
- 3. The Zoning Ordinance requires that the front and corner side yard setbacks in the H-1 zone district be "...devoted to living landscape materials". Historically, this has meant that the setback area between the building and the property line be landscaped with grass, trees and shrubs. The applicant is proposing landscape planters on top of paved concrete on all street frontages, which would require 3 exceptions, one for each road frontage. It could be argued that the proposed landscape planters will help meet the intent of the ordinance and help offset the exception requests.
- 4. The Landscape Plan does not allow for a continuous, uninterrupted 3' wide ADA-accessible path along Kansas Street due to the presence of a larger outdoor seating area. Please refer to the Site Plan and 1st

Floor Plan (Sheets P-2 and P-4) for the correct outdoor seating areas, which do comply with the 3' ADA path.

5. It should be noted that the mature trees within the Kansas Street right-of-way, one of which is a preservation tree (the sycamore), may be impacted by the site development. It's advised that the PC/ZBA provide verbal feedback in the event that one or both of these trees are lost during or shortly after the development. For example, the PC/ZBA may note a preference for both trees to be preserved, but if they are removed, the owner would be obligated to pay the Village the cash-in-lieu fee as per page 11 of the Landscape Ordinance for the preservation tree and that the other tree be replaced with a 2.5" caliper tree (or larger).

Lighting

The plans illustrate 5 different types of exterior, wall-mounted lights. These lights would be placed along the 1st floor of all street frontages, one adjacent to each outdoor balcony and three lights on the outside of the residential units on the 3rd floor overhanging the existing bowling alley for rooftop maintenance. There would be a total of 32 building-mounted lights. There would be no new light poles.

Details of the light fixtures and their brightness are provided on Sheets P-15 and P-16 of the Photometric Plans. All of the lights would be LED, although the brightness of each type varies. LED brightness is measured in lumens. In the past, light brightness was more often measured by wattage, which applied to incandescent lights. Since lumens are still somewhat unfamiliar as a unit of measurement, staff has provided the following conversion table (roughly estimated) based upon the type of light (LED) and lumens proposed:

	Type A	Type B	Type C	Type D	Type E
	(acorn)	(acorn)	(carriage)	(sconce)	(gooseneck)
Lumens	4,849	4,257	3,623	1,916	1,049
Wattage	330	290	247	130	72

Light fixture type and brightness were also reviewed by the HPC. However, going forward, the HPC's review of lighting will only pertain to light fixture design and not brightness. The PC/ZBA is the appropriate body to review light brightness. Between the first and second HPC meetings, light type "B" was decreased from 8,792 lumens to 4,257 lumens. The brightness of the other lights remains the same. Light types "A" and "B" both received light shields at the top of the fixture to direct light down. Light type "C" (carriage light) also has a shield on the top. The type E (gooseneck) lights are aimed down and shielded.

Per the Photometric Plan, the light levels exceed the maximum permitted 0.5 foot-candles on all four sides of the building, requiring an exception. However, it should be noted that due to the close proximity of the building to all four property lines, the presence of any type of lighting would likely exceed 0.5 foot-candles (unless they were extremely dim). The location of the light fixtures are also illustrated on the color building elevation drawings.

Engineering

Robinson Engineering has reviewed the plans for engineering and for the Preliminary/Final Plat. The site is currently served by Village water, sanitary and storm utilities. On-site stormwater detention will not be required. The existing water, sanitary and stormwater mains around this block have the capacity to serve the demand from the proposed building addition.

Plat of Resubdivision

The existing building is situated on two underlying lots, which must be combined as part of the proposed building addition, thus requiring a Plat of Resubdivision. The Preliminary and Final Plats may be combined into one

Preliminary/Final Plat of Resubdivision. The Plat has been reviewed by Robinson Engineering, although there may be minor revisions prior to recordation of the Plat.

Signage

Multi-tenant properties within the H-1 zone district require the approval of a Uniform Sign Plan. The applicant provided the general locations of wall signage, without details of sign design, materials, lighting, etc. The HPC performed a preliminary review of the signage, with the expectation that the applicant would need to return to the HPC for each sign that is installed, either in groups or individually. No other signage is proposed at this time besides wall signage. Freestanding signs are not permitted in the H-1 zone district.

It should be noted however, that the locations of the wall signs do not comply with the Sign Code in that they do not all align along a common centerline (page 37). This may be due to the change in grade of Kansas Street as it slopes up from White Street to Ash Street. Also, the proposed wall signage on Ash Street contains signage on the 1st floor and some on the 2nd floor. Since the overall project is being reviewed as a Planned Unit Development (PUD), an exception could be granted to allow signs that do not follow a common centerline. The HPC expressed approval of the wall signs not aligning alone one common centerline.

The Sign Code requires that wall signage in the H-1 zone district generally abide by the following:

- Each tenant within a multi-tenant building is permitted 1 wall sign per store frontage facing a public rightof-way.
- Wall signs may not exceed 15 square feet in area.
- Sandblasted wood signs are encouraged, although alternative materials may be acceptable as determined by the HPC.
- Signs may be illuminated by spot lighting only.
- Wall signs may not project over any right-of-way. Since the building has a near 0' setback in some locations, flat wall signs may be permitted but projecting wall signs would not.

Fencing

The site plan (Sheet P-2) illustrates two restaurant outdoor seating areas, partially within the rights-of-way of both Kansas Street and Ash Street. The Zoning Ordinance (page 86) requires that all outdoor seating areas be enclosed by a 3' tall wall or fence, regardless of whether alcohol is served. Outdoor seating for restaurants requires a Special Use Permit, reviewed by the Plan Commission and approved by the Village Board. Additionally, outdoor seating within public right-of-way requires a lease agreement with the Village. The proposed outdoor seating would be treated similarly to the formerly approved outdoor seating for Trail's Edge, Fat Rosie's and Francesca's. It should also be noted that these outdoor seating areas were required to have removable fencing, with the fencing and all furniture and accessories removed between December 1st and March 1st.

Details have not been provided for the proposed outdoor seating fencing, including the height, design or materials. Staff recommends either adding conditions of approval regarding the fencing, noting that it shall match the height, design and materials of Fat Rosie's, Francesca's and Trail's Edge.

Other

Separate draft CCR's have been submitted for both the commercial residential components of the building. Although the Village does not enforce CCR's, staff performed a cursory review and provided comments to the applicant on May 19th. Please see the draft CCR's with staff's recommended changes and comments. The applicant has not provided revised CCR's to-date.

2019 Comprehensive Plan

The proposed building addition, including the site layout, architecture and uses, meets the intent of several key aspects of the 2019 Comprehensive Plan:

Chapter 3: Social & Cultural Vibrancy

Goal 3.1 (Priority C): Strengthen Frankfort's social capital by engaging with and connecting a diverse network of citizens to maintain a strong sense of community. It could be argued that a significant investment within the downtown would enforce a strong sense of community, by increasing foot traffic and attracting more Village residents and non-residents to the downtown.

Goal 3.2 (Priority A): Leverage and enhance Frankfort's public spaces through creative place-making and thoughtful design that considers how people interact with space and place. The proposed development would occur directly adjacent to Breidert Green, the Village's central park and gathering place. The building addition would benefit by being in very close proximity to the park and in turn, visitors to the park would increase, adding to more "eyes on the street" and enhancing the sense of place. By building closer to Breidert Green, it would help complete the courtyard feel for the park, one of the hallmarks of good park planning.

Chapter 4: Green Initiatives

Goal 4.8 (Priority A): Where possible, encourage infill development and adaptive reuse. The proposed building addition would be considered infill development, being placed on underutilized space currently paved with asphalt and surrounded by development. The existing portion of the building containing the historic bowling alley would remain in place, while the ground floor would be reconfigured for a restaurant and other commercial tenants, thereby "reusing" the existing building.

Chapter 7: Economic Prosperity

Goal: Maintain and enhance downtown Frankfort as a successful and vibrant corridor for residents, local business and visitors. The proposed building addition would add commercial real estate to the heart of the downtown, creating momentum for more development in the area. If all or a portion of the 2nd and 3rd floors of the addition are developed for residential, these residents would be more likely to shop at the local businesses within walking distance.

Chapter 9: Downtown Frankfort

Downtown Commercial Core Recommendations:

- Maintain the Village's strong architectural and design standards to retain the areas charm and character.
 Within the Historic Core Business District, maintain the existing scale (two-stories, three stories maximum), character (use quality building materials) and style (traditional but diverse).
- Seek qualified mixed-use developers to build on or renovate existing structures on key opportunity sites within the downtown core.

The subject property is specifically highlighted on page 91 of the Comprehensive Plan as an "opportunity site" for renovation/redevelopment. The proposed infill development would maintain the downtown's architectural design standards and complement other older and newer buildings within the downtown. As proposed, the building would house a mix of uses, one of the recommendations listed above. It's worth noting that the Comprehensive Plan stated that 3-story buildings would be appropriate in the downtown, although any 3-story building would likely require a variation to exceed the 35' height maximum in the H-1 zone district.

PUD Exceptions and Tangible Benefits

The PUD process allows the PC/ZBA and Board to grant "exceptions" to Zoning Ordinance regulations that would typically be variations under traditional development. These exceptions should be weighed by the PC/ZBA against the "tangible benefits" that a PUD development could offer to offset the exceptions. The PC-ZBA can recommend approval of all, some or none of the requested exceptions when forwarding a recommendation to the Village Board for the PUD. Exceptions may be granted from the Zoning Ordinance, Sign Ordinance or Landscape Ordinance.

Exceptions (typically variation requests when not developed as a PUD)

- Front Yard of Kansas Street shall be landscaped; none proposed (Zoning Ordinance, Article 6, Section C, Part 3 (g)(1)).
- 2. Corner Side Yard of Ash Street shall be landscaped; none proposed (Zoning Ordinance, Article 6, Section C, Part 3 (g)(2)).
- 3. Corner Side Yard of White Street shall be landscaped; none proposed (Zoning Ordinance, Article 6, Section C, Part 3 (g)(2)).
- 4. Minimum 10' Corner Side Yard setback required from Ash Street, with 3' 8 ½" proposed (Zoning Ordinance, Article 6, Section C, Part 1).
- 5. Minimum 10' Corner Side Yard setback required from White Street, with 0' proposed (Zoning Ordinance, Article 6, Section C, Part 1).
- 6. Minimum 5' Side Yard setback required from the south property line, with 0' proposed (Zoning Ordinance, Article 6, Section C, Part 1).
- 7. Maximum building height of 35' is permitted, with 45' 4" proposed (Zoning Ordinance, Article 6, Section C, Part 1).
- 8. Relief of all required off-street parking for a building within the H-1 zone district (Article 6, Section C, Part 3 (g)(6)).
- 9. Relief of all required off-street loading (Zoning Ordinance, Article 7, Section B, Part 4).
- 10. Light levels exceed 0.5 foot-candles along all property lines (Zoning Ordinance, Article 7, Section E, Part 3).
- 11. Wall signs required to align along one common centerline (Sign Code, §151.18).

Tangible Benefits (to offset the requested exceptions)

Modifications in zoning, subdivision, and other applicable regulations are privileges and will be considered by the Village only in direct response to the tangible benefits received from the planned unit development to the Village or the neighborhood in which it would be located. These benefits shall be in the form of exceptional amenities; outstanding environmental, landscape, architectural or site design; or the conservation of special man-made or natural features of the site. (page 24)

Although no tangible benefits have been indicated on the plans, staff recommends the following possible tangible benefits:

- 1. One or several <u>decorative</u> bike racks, could be placed on private property or public property nearby.
- 2. Enhanced landscaping, above and beyond what is required per code, may be viewed as a tangible benefit. Although there is no space on the subject property for additional plantings, trees and shrubs could be planted off-site in the vicinity, such as Prairie Park.
- 3. Decorative brick pavers could replace the existing concrete public sidewalks within the rights-of-way of Ash, White or Kansas streets. Currently within these rights-of-way, some portions of the sidewalk are concrete while other portions are brick pavers. The replacement of concrete with brick pavers would provide a more uniform appearance in the public space.

Special Use Permit Findings of Fact, (including the PUD) ——

The following findings of fact are used to judge the merit of a Special Use Permit request. The applicant's responses to the following findings of fact have been included with this report.

Findings of Fact:

- 1. No special use shall be recommended by the Plan Commission, unless such Commission shall find:
- 2. 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.

- 3. 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.
- 4. 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.
- 5. That the exterior architectural appeal and functional plan of any proposed structure will not be so at variation 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.
- 6. That the adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.
- 7. 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.
- 8. 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.

PUD Objectives:

- 1. In addition to the general purpose of this Ordinance, the purpose of this section is to establish standards and procedures for Planned Unit Developments, in order that the following objectives may be obtained:
 - a. Encourage variety and flexibility in land development that is necessary to meet the best interests of the entire Village;
 - b. Regulate the allocation, maintenance and permanent preservation of common open space, recreation areas and facilities to offer recreational opportunities close to home and to enhance the appearance of neighborhoods by the conservation of natural resources;
 - c. Provide for a variety of housing types to accommodate the life stages and lifestyle choices of a range of persons, by allowing development that would not be possible under the strict application of the other sections of this Ordinance;
 - d. Preserve natural vegetation, topographic and geologic features, and other natural resources and amenities, and improve air and water quality;
 - e. Use a creative approach to the use of land and related physical facilities that results in better design and provision of exceptional amenities;
 - f. Prioritize an efficient use of land, resulting in more economic networks of utilities, streets, schools, public grounds and buildings and other community facilities;
 - g. Support land use which promotes the public health, safety, comfort and welfare; and
 - h. Encourage innovations in residential, commercial and industrial development so that growing demands of the population may be met by greater variety in type, design and layout of space ancillary to said buildings.

Variation Findings of Fact

The following findings of fact are used to judge the merit of a variation request. The applicant's responses to the following findings of fact have been included with this report.

- 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; and
 - 3. That the variation, if granted, will not alter the essential character of the locality.
- B. A variation shall be recommended to the Village Board only if the evidence, in the judgment of the Board of Appeals, sustains each of the three (3) conditions enumerated in Part 3(a).
- C. For the purpose of supplementing the above standards, the Zoning Board of Appeals, in making this determination, whenever there are practical difficulties or particular 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; or
 - 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.

Requests Summarized —

Exceptions as part of the PUD:

The ten (10) exceptions, summarized, are as follows:

- 1. Front Yard of Kansas Street shall be landscaped; none proposed (Article 6, Section C, Part 3 (g)(1)).
- 2. Corner Side Yard of Ash Street shall be landscaped; none proposed (Article 6, Section C, Part 3 (g)(2)).
- 3. Corner Side Yard of White Street shall be landscaped; none proposed (Article 6, Section C, Part 3 (g)(2)).
- 4. Minimum 10' Corner Side Yard setback required from Ash Street, with 3' 8 ½" proposed (Article 6, Section C, Part 1).
- 5. Minimum 10' Corner Side Yard setback required from White Street, with 0' proposed (Article 6, Section C, Part 1).
- 6. Minimum 5' Side Yard setback required from the south property line, with 0' proposed (Article 6, Section C, Part 1).
- 7. Maximum building height of 35' is permitted, with 45' 4" proposed (Article 6, Section C, Part 1).
- 8. Relief of all required off-street parking for a building within the H-1 zone district (Article 6, Section C, Part 3 (g)(6)).
- 9. Relief of all required off-street loading (Article 7, Section B, Part 4).
- 10. Light levels exceed 0.5 foot-candles along all property lines (Article 7, Section E, Part 3).

Special Use Permits:

The two (2) Special Use Permits, summarized, are as follows:

- 1. Restaurant (full-service) with liquor sales in the H-1 zone district.
- 2. Outdoor seating associated with a permitted restaurant (within the right-of-way).

Variation:

One (1) variation is being requested:

1. Relief of all required off-street parking for the property, including the existing and proposed building. Since all commercial tenants are not defined at this time, it's impossible to calculate the exact number of required parking spaces. However, page 8 of this report notes that the proposed uses will require at least 96 parking spaces, but will likely be higher when the number of employees is factored.

Plat of Resubdivision

This project will require a Plat of Resubdivision. There are currently two underlying lots that need to be resubdivided. This Plat will also memorialize right-of-way dedication for White Street and Kansas Street.

Affirmative Motions —

- Recommend to the Village Board to approve the Special Use Permit for a Planned Unit Development with
 exceptions, in accordance with the reviewed plans, findings of fact, and public testimony, conditioned on
 final engineering approval, revising the Landscape Plan to match the Site Plan (Sheet P-2), that the
 outdoor seating fencing shall match the height, design and materials of Fat Rosie's, Francesca's and Trail's
 Edge, and that any sections of public sidewalk damaged during construction shall be replaced.
- 2. Recommend to the Village Board to approve a Special Use Permit for a full-service restaurant with liquor sales for Tenant 01, in accordance with the reviewed plans, findings of fact, and public testimony.
- 3. Recommend to the Village Board to approve a Special Use Permit for an outdoor seating associated with a permitted restaurant for Tenant 01, located within the rights-of-way of both Kansas Street and Ash Street, in accordance with the reviewed plans, findings of fact, and public testimony and conditioned upon obtaining a lease agreement with the Village for use of public right-of-way for outdoor dining.
- 4. Recommend to the Village Board to approve a variation to waive all required off-street parking associated with the existing building and proposed addition, in accordance with the reviewed plans, findings of fact and public testimony and conditioned upon installation of two (2) decorative bicycle racks on the subject property.



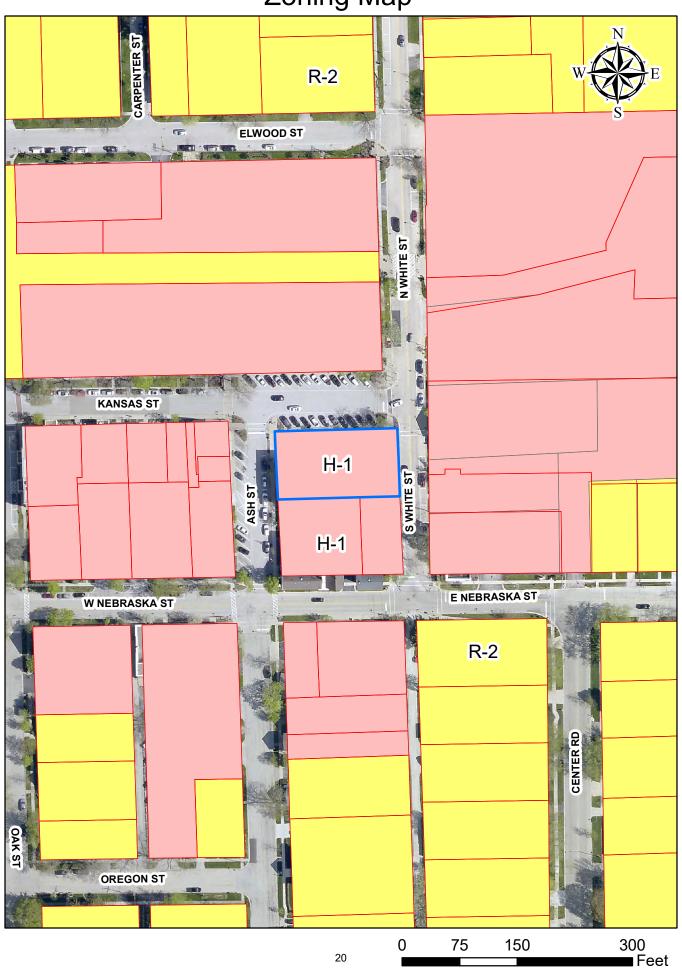
5. Recommend the Village Board approve the Preliminary/Final Plat of Resubdivision for 15 Ash Street, in

15 Ash Street - Olde Frankfort Mall



19

Zoning Map







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	STANDARD NOTES		TS
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	MEET	S
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		
	variation is based would not be applicable,	YES	NO
	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	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.		





Application for Plan Commission / Zoning Board of Appeals Review Standards of Variation

Article 3, Section B, Part 3 of the Village of Frankfort Zoning Ordinance lists "findings" or "standards" that the Zoning Board of Appeals must use to evaluate every variation request. The Zoning Board of Appeals must answer the following three findings favorable to the applicant based upon the evidence provided. To assist the Zoning Board of Appeals in their review of the variation request(s), please provide responses to the following "Standards of Variation." Please attach additional pages as necessary.

- 1. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone;
 - This Location is a focal point for the Downtown and provides an opportunity to enhance the District. The current exterior of the building does not match the design presence or quality of neighboring structures. The structure needs to be brought up to current standards and requirements for life safety and accessibility.
- 2. That the plight of the owner is due to unique circumstances; and This property was recently purchased by a new Owner who desires to make a significant investment in improving the site and its ability to attract business to the Downtown. The physical state of the current building needs improvement to attract and retain tenants.
- That the variation, if granted, will not alter the essential character of the locality.
 The essential character of the locality will be enhanced and further the quality of projects in the Community.

For the purpose of supplementing the above standards, the Zoning Board of Appeals also determines if the following seven facts, favorable to the applicant, have been established by the evidence. Please provide responses to the following additional "Standards of Variation."

- 1. That the particular physical surroundings, shape or topographical conditions of the specific property involved will bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out;
 - Limiting the height of the Building's addition will diminish the opportunities to provide an aesthetically pleasing mixed-use development to this focal block in the District. Further there is a precedent for + 3story buildings in the H-1 District.

- 2. That the conditions upon which the petition for variation is based would not be applicable, generally, to other property within the same zoning classification;
 - The conditions for this petition for variation are not directly applicable to other properties in 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;
 - The purpose for this variation is not based exclusively upon a desire to make more money, but to the contrary is a significant financial investment by a Frankfort resident interested in improving a long neglected piece of real estate on a prime corner in the Village's Downtown.
- 4. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property;
 - The alleged difficulty or hardship has not been created by any person or entity. The Owners have an interest in improving their 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;
 Granting this 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. This development is consistent with the Village's vision for having a vibrant, attractive downtown.
- 6. That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed, or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood; or
 - The architectural designer/architect of record has been involved in numerous projects in this locale and is committed to providing: unique structures with site-specific architectural appeal, functional planning, character and value to the Community.
- 7. That the proposed variation will not impair an adequate supply of air to adjacent property, substantially increase the danger of fire, otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.
 - The Proposed variation will not impair an adequate supply of air to adjacent property or increase the danger of fire, otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.



Review Standards Commissioner Evaluation Form - Planned Unit Development (PUD)

Article 3, Section F, Part 4 of the Village of Frankfort Zoning Ordinance lists "findings" or "standards" that the Plan Commission must use to evaluate every PUD Preliminary Plan and Final Plan. The Plan Commission shall consider the extent to which the proposal fulfills the following standards.

	STANDARD	NOTES	ME	ETS
a.	The plan is designed to protect the public health, welfare and safety.		YES	NO
b.	The proposed development does not cause substantial injury to the value of other property in the immediate area.		YES	NO
c.	The plan provides for protection of the aesthetic and function of the natural environment, which shall include, but not be limited to, flood plains, streams, creeks, lakes, ponds, wetlands, soil and geologic characteristics, air quality, vegetation, woodlands, and steep slopes.		YES	NO
d.	The plan provides for and ensures the preservation of adequate recreational amenities and common open spaces.		YES	NO
e.	Residential use areas may provide a variety of housing types to achieve a balanced neighborhood.		YES	NO

f.	The planned unit development provides land area		
	to accommodate cultural, educational,		
	recreational and other public and quasi-public	YES	NO
	activities to serve the needs of the residents		
	thereof.		
g.	The proposed development provide for the		
	orderly and creative arrangement of all land uses	YES	NO
	with respect to each other and to the entire		
	Village.		

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

	STANDARD	NOTES	MEE.	TS
d1.	That the uses permitted by such exceptions are			
	necessary or desirable and are appropriate with		YES	NO
	respect to the primary purpose of the planned			
	unit development;			
d2.	That the uses permitted by such exception are			
	not of such a nature or so located as to exercise a		YES	NO
	detrimental influence on the surrounding			
	neighborhood;			



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

endange	r, the public healt	h, safety, m	orals, com	fort or general v	velfare.				
THIS	SPECIAL	USE	MAS	EXISTED	FOR	YEARS	AND	LILL	NOT
RE	DOTE IME	7-11-1-	12	ANY 1	ESPE	CT			

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.

IT WILL NOT

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.

IT WILL NOT

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.

IT WILL NOT. IT IS INTERIOR

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

YES, THEY HAVE BEEN

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, THEY HAVE

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, IT WILL CONFORM



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

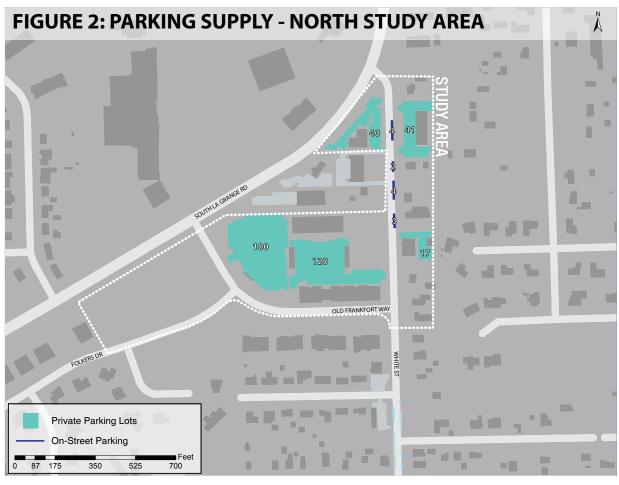


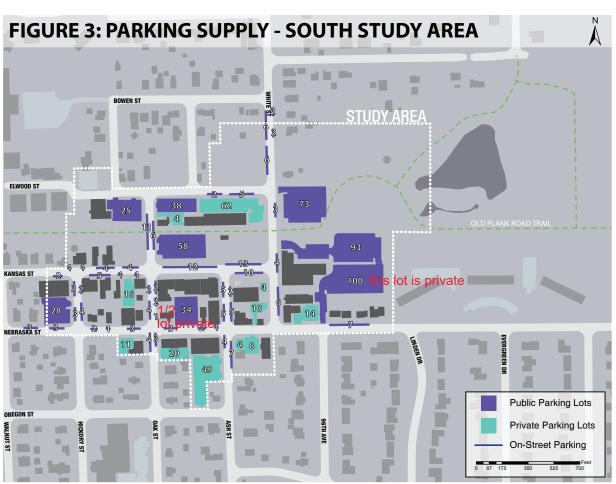
Application for Plan Commission / Zoning Board of Appeals Review Planned Unit Development (PUD) Standards

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

1.	The plan is designed to protect the public health, welfare and safety.
2.	The proposed development does not cause substantial injury to the value of other property in the immediate area.
3.	The plan provides for protection of the aesthetic and function of the natural environment, which shall include, but not be limited to, flood plains, streams, creeks, lakes, ponds, wetlands, soil and geologic characteristics, air quality, vegetation, woodlands, and steep slopes.
4.	The plan provides for and ensures the preservation of adequate recreational amenities and common open spaces.

5.	Residential use areas may provide a variety of housing types to achieve a balanced neighborhood.
6.	The planned unit development provides land area to accommodate cultural, educational, recreational and other public and quasi-public activities to serve the needs of the residents thereof.
7.	The proposed development provide for the orderly and creative arrangement of all land uses with respect to each other and to the entire Village.
"finoth Cor	icle 3, Section F, Part 5, letter 'd' of the Village of Frankfort Zoning Ordinance lists two additional idings" or "standards" related specifically to residential or mixed-use PUDs to permit uses that are erwise not permitted in the underlying zoning district. For these specific types of proposals, the Plan mmission must also find the following. Please provide responses to the following additional "Review ndards."
1.	That the uses permitted by such exceptions are necessary or desirable and are appropriate with respect to the primary purpose of the planned unit development;
2.	That the uses permitted by such exception are not of such a nature or so located as to exercise a detrimental influence on the surrounding neighborhood;





South Study Area

The south study area includes what most would consider the downtown core of historic Frankfort. Included within the study area are several village-owned properties, purchased for commercial redevelopment but previously occupied by residential uses.

Parking in the south study area includes public on-street parking, public off-street parking, and private off-street parking. There are a total of 841 parking spaces in the study area, of which, 639 are public spaces. Included in the 639 public spaces are 449 off-street spaces and 190 on-street spaces. While not located within the study area boundaries, additional on-street parking is located immediately adjacent to the study area and also serves the downtown area.

As a percent, public parking makes up 76 percent of the parking supply in the South Study Area. By industry standard, at least 50 percent of a Downtown parking supply should be public. The Village's effort to provide ample public parking opportunities has resulted in not only a high percentage of public parking spaces, but a generally well-distributed allocation of parking spaces throughout the South Study Area.

Time restricted parking is limited in Downtown, and mostly concentrated on Ash Street. The public parking lots have no time restrictions.

Table 2 shows a summary of the offstreet parking supply in the south study area.

TABLE 2: OFF-STREET CAPACITY- SOUTH STUDY AREA

Public Lot	Capacity	Regular Space Capacity	Handicap Space Capacity
Hickory & Nebraska (LaSalle Street Securities Building)	28	26	2
35 W Nebraska (unimproved lot)	34	34	0
Breidert Green Lot (Kansas & Oak)	58	56	2
Chamber Lot (Elwood & Oak)	38	38	0
Trolley Barn Lot (11 S White)	100	97	3
1 N White Street Lot (Former Fox Lumber)	93	88	5
Prairie Lot (7 N White)	73	71	2
Fra-Milco Lot (2 Smith St)	25	25	0
Subtotal	449	435	14
Private Lot/ Owner			
106 W Nebraska	11	10	1
Luscombe Gtl Co (106 Kansas St)	16	16	0
28 W Nebraska St	49	47	2
32 W Nebraska St	20	19	1
3 N Oak St	4	4	0
105 Ash St	4	4	0
Star Vision (4 W Nebraska St)	8	8	0
3 W Nebraska	10	10	0
22 N White St	4	4	0
The GraineryShops (SWC Elwood & White)	62	61	1
3 E Nebraska St	14	13	1
Subtotal	202	196	6
TOTAL	651	633	18

Parking Occupancy

Parking occupancy surveys of the onstreet spaces and off-street parking facilities were conducted throughout the day on four (4) weekdays and a Saturday in March and April 2016. The following lists the days in which parking data is available:

- Tuesday, March 1, 2016
- Wednesday, March 2, 2016
- Thursday, March 3, 2016
- Tuesday, March 22, 2016
- Saturday, April 16, 2016

Our study approach follows the Institute of Transportation Engineer's (ITE) Manual of Transportation Engineering Studies, 2nd Edition. The occupancy surveys were conducted at least once an hour for various time periods between 10:00 AM to 10:00 PM. The objective of the parking counts was to capture typical weekday and weekend parking conditions. Afternoon peak occupancy occurred around the midday lunch period at 1:00 PM, while evening peak occupancy occurred between 6:00 and 8:00 PM.

In general, we find only small seasonal variations in typical peak parking demand in a Central Business District. The graph shows monthly demand over a year. Parking in the South Study Area is impacted by weather as it relates to trail and recreational usage, however, so we were sure to capture parking occupancy on a very pleasant warm spring day (April 16, 2016).

Sam Schwartz also compared 2016 parking levels to eight (8) data sets collected from May and June 2015. Generally, peak parking demand occurred at the same times, however, overall demand increased by approximately 7 percent since Spring 2015. The increase in parking demand is likely attributable to the new retail and restaurant space opened in the "Sangmeister Building" at 28 W Kansas Street.

North Study Area

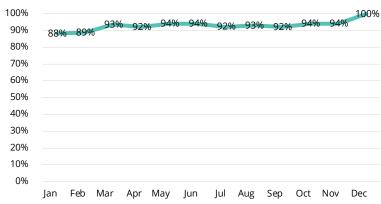
The north study area consists of mostly private parking lots including Frankfort Place, The Square 219 N. White Street Condos, GNC Consulting and Kurtz Funeral Home, as well as some onstreet parking along White Street. Any commercial parking lot with access from LaGrange Road only was not included

MONTHLY VARIATION IN TYPICAL PARKING DEMAND



Source: Shared Parking, Second Edition, ULI

ESTIMATED PARKING VARIATIONS IN DOWNTOWN



The graph shows the monthly parking variation estimates in Downtown Frankfort based on weighted factors accounting for the existing land mix in the study area. This would account for development generated parking demand and not event or recreational demands.

in the study area. The peak overall parking demand in the study area, occurs between 5:00 and 6:00 PM with 42 percent parking spaces occupied.

Figure 4 (following page) show maps of parking demand during the peak hour of parking usage in the study area on a weekday and weekend.

As the map shows, The Square is the most occupied lot in the area, followed by Frankfort Place, Kurtz Funeral Home, GNC Consulting, and 219 N White Street Condos.

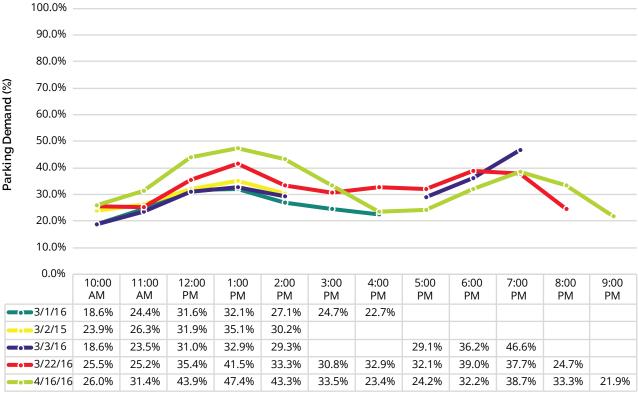
On-street parking demand along White Street between Bowen and South LaGrange Road is low throughout the day. With 13 available parking spaces, peak overall parking demand

was observed to be between 11:00 AM and 12:00 PM with 23 percent parking occupancy. The results of the parking counts show that the individual buildings/sites follow the traditional suburban model with each site providing adequate on-site parking to serve their own parking demand with little usage of any on-street spaces that are available. As such, no further analysis or projections are warranted in the North Study Area.

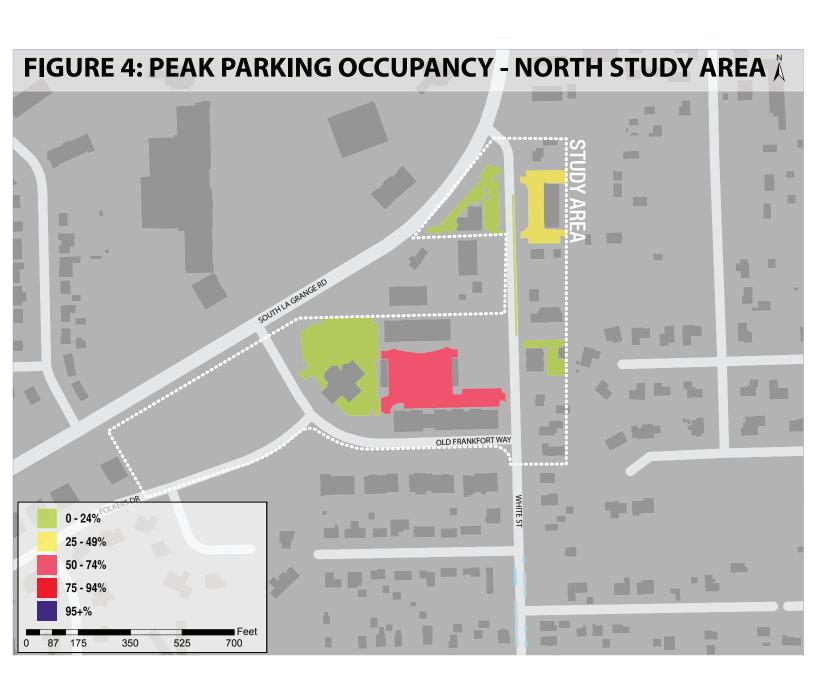
South Study Area

On-street and off-street public parking occupancies were analyzed together to obtain an overall peak period. Midday peak occupancy occurs at 1:00 PM in the south study area, with an overall public parking demand ranging from 32 percent to 47 percent. During this

DOWNTOWN FRANKFORT PARKING DEMAND SOUTH STUDY AREA



Time



time, the most occupied public lot is Breidert Green Lot at Kansas and Oak. The least occupied lot during the midday peak hour is the Fra-Milco Lot at 2 Smith Street.

Evening peak occupancy in the south study area occurs between 7:00 PM and 8:00 PM, with a public parking demand ranging from 38 percent to 47 percent. The graph on the next page represents public parking demand in the south study area observed throughout the day.

Off-street private parking demands are consistent between 10:00 AM and 2:00 PM, averaging 31 percent occupied parking spaces. When the public parking facilities peak in the evening at 7:00 PM, private parking demand is lower with an average of 22 percent parking spaces occupied.

Figures 5 and 6 on Page 9 spatially illustrate public and private parking demand, respectively, throughout the study area during the overall peak hour.

According to the map, the most occupied public lot in the area is the Breidert Green Lot at Kansas and Oak (+100%), followed by the 35 W Nebraska lot (81%). The least occupied lot is 1 N White Street Lot (Former Fox Lumber site) (5.7%). On-street parking occupancy during the evening peak hour is on average 59 percent occupied over the entire south study area.

Table 3 compares the peak occupancy of weekdays versus weekends.

TABLE 3: DAILY PUBLIC PARKING OCCUPANCY COMPARISON

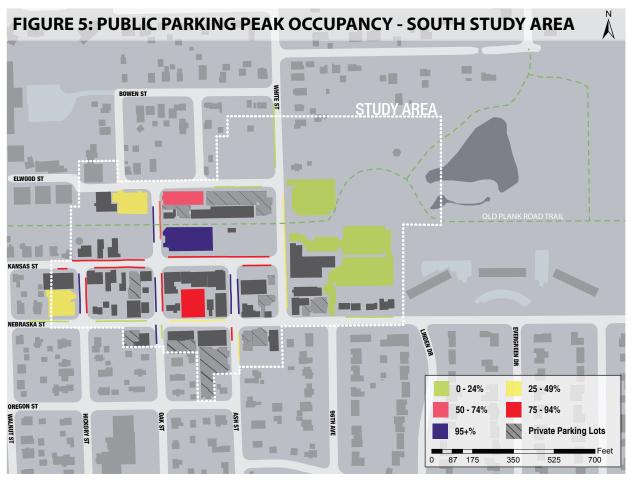
	Weekday (M-Th)	Weekend (F-Sun)
Off-Street		
Percent Occupied	38%	45%
On-Street		
Percent Occupied	68%	60%
On and Off-Street Total		
	47%	47%

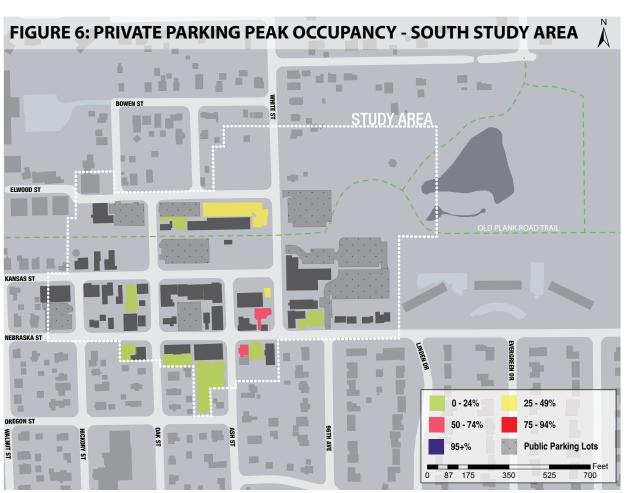
The South Study Area has an excellent public parking pool with 76 percent of all parking resources dedicated as shared public parking, allowing for an efficient use of parking resources. At most, 47 percent of these public parking spaces in the study area are used during typical conditions which indicates more than ample parking is available to meet development-driven demand.

On-Street Parking Turnover

A parking duration and turnover study was conducted along Kansas Street, White Street, and Oak and Ash Street between Kansas Street and Nebraska Street, as well as the Breidert Green Lot. The seven block faces included 77 on-street parking spaces marked by pavement markings, and were selected for the turnover study because of their higher observed occupancy rates. Each block face was observed over the course of the survey on Tuesday March 22, 2016 from 10:00 AM to 9:00 PM. The Breidert Green Lot was observed over the course of the survey on Saturday, April 16, 2016 from 10:00 AM to 9:00 PM. License plates of all vehicles parked were observed and noted each hour to determine parking duration.

Parking duration is the length of time vehicles are parked in a given space. Of the total 310 vehicles that were observed parked on-street from 10:00 AM to 8:00 PM, 57 percent stayed for less than an hour, 24 percent stayed between one to two hours, 9 percent stayed two to three hours, and 10 percent stayed three or more. While 81 percent of the parkers in this sample area parked two hours or less, only 53 percent of survey respondents said they typically park two hours or less, with the majority of the remaining respondents selecting the option of two to four hours. The difference between the observed condition and the summary of survey





respondents could be due to chance, but lot, and the determination that employees it is probable that the difference is due to an over-representation of longer-term parkers in the survey results.

Of the total parked vehicles in the Breidert Green lot during our survey, 39 percent stayed for less than an hour while 12 percent stayed over six hours. An analysis of the survey responses naturally show a correlation of employees to longer typical visits downtown - approximately 34 respondents say they typically stay downtown over 6 hours, while many of the same respondents answered that they own a business or work downtown. This comparison indicates those parking over six hours are likely employees and that they are utilizing about 12 percent (7 spaces) of the Breidert Green lot.

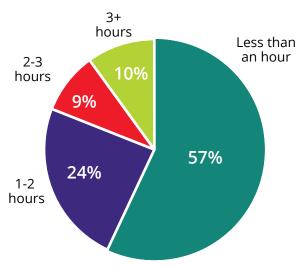
Parking turnover is an indicator of the rate of use of a parking space and the average number of vehicles using a given space during a specified time period. The turnover rate is determined by dividing the total number of vehicles parked in a given location by the capacity. The studied areas overall had a turnover of 4.0. A turnover rate of 1.0 means a parking space is only being used by one vehicle all day and is appropriate only for long-term parking. Typically, a turnover rate of 4.0 indicates a very healthy turnover condition and is preferred for an area's most convenient spaces.

The turnover of the on-street spaces occurs at a very healthy frequency downtown. Turnover is lower in the Breidert Green lot than the on-street spaces, though at 2.7, the turnover rate remains fairly high. Lower turnover in off-street lots is generally preferred as compared to on-street because on-street spaces are typically the most convenient, highly coveted spaces and should have the highest turnover to be available as customers search for a space. That being said, the prime location of the Breidert Green

are using the lot, indicate potential opportunities exist to increase the turnover rate by limiting use by longer-term parkers.

Existing Land Use Mix

ON-STREET PARKING TURNOVER



The Village of Frankfort provided data on existing buildings in the South Study Area for use in projecting growth over the next five to ten years.

Table 4 shows a summary of the existing building area in the South Study Area.

Currently, there are approximately 4.67 public parking spaces supplied per 1,000 square feet of commercial space in the

TABLE 4: EXISTING DOWNTOWN LAND USE MIX

Land Use	Size (SF)
Restaurant	19,967
Retail	40,320
Office	49,036
Vacant	3,502
Other*	24,198
TOTAL	137,023

^{*}Other includes uses such as the children's museum, bowling alley/pool hall, periodic assembly space, meeting rooms, photo studio and massage space.

South Study Area. Typically, we advise that downtown areas should provide at least 2.0 to 2.5 parking spaces per 1,000 square feet to ensure adequate parking opportunities are available to support a successful downtown.

Walkability

An active pedestrian environment supports a walkable, vibrant downtown. The needs of a walkable downtown are closely related to a successful parking strategy. Good walking conditions, like safe roadway crossings, adequate sidewalk width, adequate lighting and slow traffic, work together to reduce parking demand and distribute that demand across the system more efficiently as people walk more and further. It is the concept of a "Park Once" environment where those arriving by car can easily park their car one time and stroll to several destinations on foot before returning to their car. On-street parking has been shown to slow traffic through an area which provides the benefit of increasing pedestrian safety and increased business visibility.

The study of walkability focused on the South Study Area as its layout follows that of a traditional walkable downtown. Frankfort's historic core has excellent pedestrian connections provided by a low volume street grid and continuous sidewalk network. Generally, crossing distances are minimized with narrow streets and curb extensions at intersections. In addition, the Old Plank Road Trail passes through the middle of Downtown and provides direct connections to White and Oak Street, as well as several public parking lots.

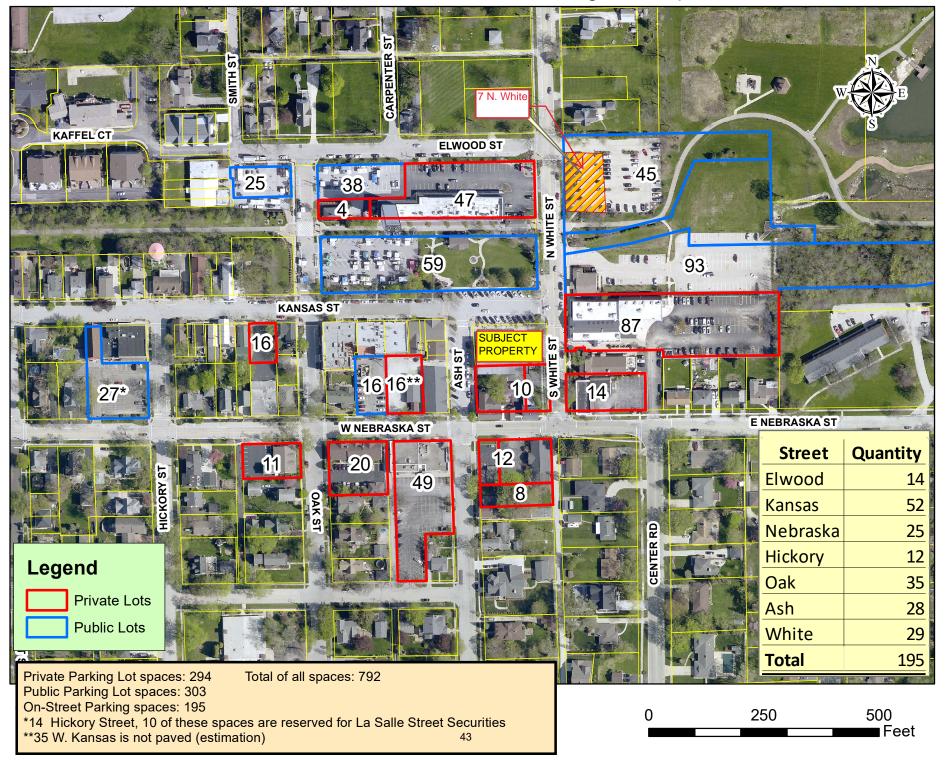
Survey respondents identified a lack of lighting to the west parking lot as a barrier to Downtown walkability, as well as the Old Plank Road Trail crossings on White Street and Oak Street.

Downtown Event Conditions

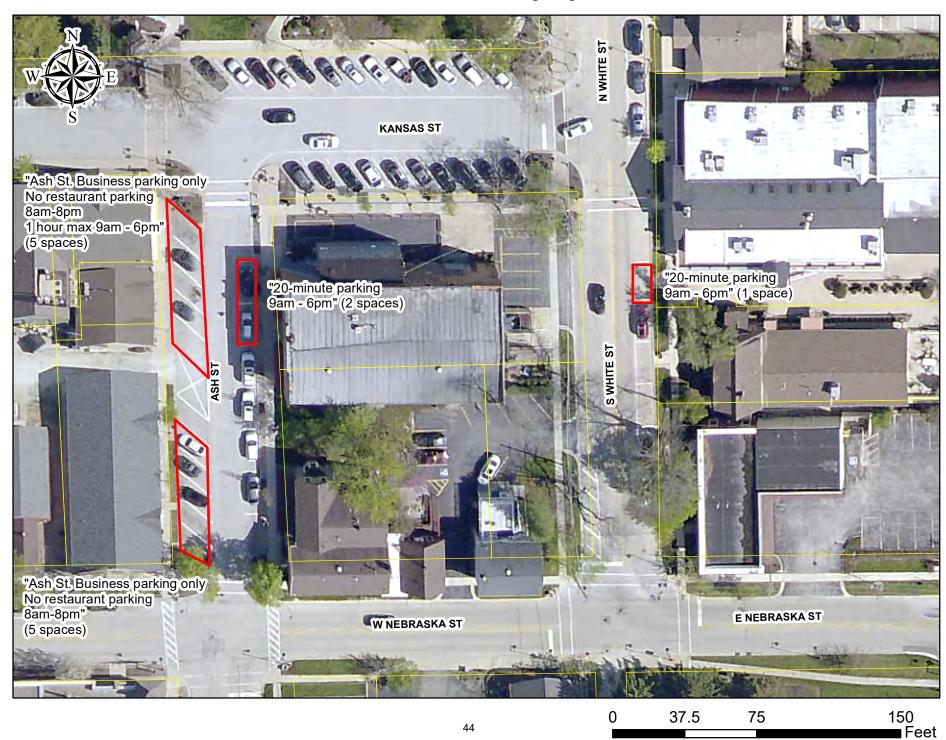
Downtown Frankfort has established a successful event and festival program that utilizes Breidert Green, in particular, and the surrounding area as a community and regional draw to Downtown. This parking study focuses on typical development-driven conditions because those conditions occur every day of the year and are produced by long-term assets in the downtown. However, since survey respondents clearly indicate parking demand is at its highest during popular community events, the study does not ignore event conditions.

Conducting formal parking counts during events is not included in the scope of this study, however it is our opinion that formal parking counts are not necessary to draw conclusions about how future development affects parking during peak event conditions. Anecdotal evidence makes it clear that parking demand can be very high on a nice warm day during the Frankfort Country Market, Cruisin Frankfort, or any other popular Frankfort event. As such, *Sam Schwartz* reviewed the Village event calendar and existing parking data collected during certain events in 2015.

Downtown Frankfort Public & Private Parking Lots - April 2023



Time-limited Parking Signs



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

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

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

Commissioner Schaeffer asked if they would sell food.

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

C. Workshop: 15 Ash Street - Old Frankfort Mall

Chris Gruba gave the staff report.

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

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

Street, standing at about 38 feet, meaning that due to the change in grade, the actual height difference was about five or six feet. The proposed three-story building addition would not appear as tall as a result. The submitted renderings were new to this workshop. The applicants were looking to have high quality architecture, stone and masonry, similar to the other buildings in the downtown area. The renderings showed how balconies and front entries interact with the sidewalk. Given the amount of space and foot traffic on and around the site over the course of a year, adding landscaping to the development was a challenge. There were no plans to remove any public landscaping, just what was on the subject property. They had also added detail to the façades to improve the look of the building and match the other facades on the block, including more detail and larger windows. The size of the proposed roof deck could be variable. All rooftop mechanical units would be screened by parapets or other screening devices, and would only would be visible from the south.

Chair Rigoni asked if there were any comments on the site plan or related variations.

Commissioner Markunas noted that, based on the property, there was a need for variances for setbacks and landscaping. He asked what the was intent for the proposed landscape planters.

The architect explained that they were freestanding planters. They would keep the plants healthy and out of the way of traffic. They were proposed in order to meet the intent of the Landscape Ordinance.

Commissioner James thanked staff for their detailed report and for showing how the proposed building related to the Comprehensive Plan. Knowing it was identified in the plan and was consistent with what was laid out there was good. He had no concerns with the site plan.

Chair Rigoni asked for comments about the proposed height, which was increasing from 35 feet to 45 feet. For clarity, she asked if the non-retail spaces on the second and third floor would be residential uses or office uses.

The architect stated that there would be residential dwelling units only on the second and third floor of the building addition.

Grant Currier, President of Linden Group Architects, spoke up. He noted that the Plan Commission had asked for a cross-section of the proposed development at the last workshop which would show that the floors of the addition would line up with the existing floors.

The architect also noted that they were providing parapet walls, while other tall downtown buildings do not. He added that the parapets were necessary to screen roof-mounted mechanical units.

Commissioner Knieriem stated that design made sense, and understood that the applicants were looking to make the most of the property.

Chair Rigoni noted that the Plan Commission often talked about adding density to the downtown area, and that the proposed residential units added that desired density.

Commissioner Knieriem asked of the units would be owned or rented.

The applicant noted they were uncertain at the moment, but that they were leaning towards selling them as owner-occupied units.

The architect asked if they would need to complete some additional paperwork depending on whether the units were rented or owned.

There was some discussion on how condominium units would be created, sold, and regulated.

Chair Rigoni asked if there were any comments about parking.

Commissioner Knieriem noted that there were ten proposed units. If they assumed that half of the units would have one car and the other half would have two, fifteen parking spots would be required. He asked if the applicant had given any thought to getting agreements signed for dedicated resident parking.

The applicant responded that he had been looking at options and may get some parking agreements, or may instead purchase property for space. He noted that it would be easier to sell condos if they had parking.

Chair Rigoni noted that they ought to future-proof resident's needs against time-restricted parking in the downtown, too.

The applicant noted that about fifteen cars currently parked downtown overnight.

Commissioner Schaeffer asked if there were any parking spaces near the building.

The applicant responded that there were.

Commissioner Schaeffer asked if residents would be able to use loading zone.

Chair Rigoni said they would, since it would be located within the public right-of-way.

Commissioner Knieriem asked if the applicants were looking to build so densely so as to maximize their own income. He noted that some of the proposed units were less than 500 square feet.

The applicant noted that they were beginning to see more smaller units being built in more urban settings. There was a growing number of people with no cars who were utilizing less space, and that they wanted to meet that perceived demand.

Commissioner Schaeffer asked if the applicants had any concern about noise being an issue for residents, given the proximity to the bowling alley and commercial uses below the residences.

The architect noted that the wall separating the existing building and the proposed addition was about a foot thick, with more soundproofing beyond that. They were planning to build adjacent to the existing exterior wall, rather than connect to it, which would also reduce noise. Looking at the cross section, there was a lounge, then a wall, then a hall, then another wall. In all, there is a lot of space which might help to dissipate the noise of the bowling alley, and they were doing what they could to address that.

Commissioner Schaeffer asked if the applicants were displacing any tenants as a result of the reorientation of the first floor.

The applicant said that some tenant leases were coming to term. To the best of his knowledge, no current tenant wanted to leave. The ground floor layout wasn't set in stone just yet.

Chair Rigoni asked if the Plan Commission had any density concerns relating to the dwelling units proposed.

Commissioner Knieriem asked if there were any studio-type units in the Village.

Chair Rigoni said she was unsure, but that she wanted to know to better gauge the demand for the types of dwellings proposed.

The architect stated that he could look into it. Typically, people expected smaller living spaces in downtown area and that anyone who wanted more space would locate farther from downtown. He knew that there were people who were looking to downsize, which had resulted in a boom in townhouse construction.

Chair Rigoni noted that Frankfort was unique since there was no Metra station near the downtown, which may result in less demand for commuter-style units. She was trying to understand if there was demand for that small a space despite the lack of nearby transit.

The architect clarified that the size of one of the proposed studio spaces was determined by a transformer needing to be located inside the building. He had tried to maximize number and size of each unit. He had experience with multifamily units in other communities. Units were typically studio, one, or two-bedroom units. Not many had three or more units, but there were some examples in Mokena, Frankfort Square, and Orland

Park. There were many such residential units built as part of transit-oriented development, but that the concept overall was relatively new to the suburbs.

Commissioner James stated that he had no issue with the size of the proposed units, but had a concern that there was not adequate storage for each unit. He wanted to avoid balconies being used for additional storage space.

The architect agreed, saying that it was common to have off-site storage lockers in multifamily developments.

Commissioner James noted that many residents might have bicycles, since the building was so close to the Old Plan Road Trail. He wanted to make sure they had spaces to store those bicycles.

Commissioner Schaeffer asked if the observation deck was intended for residents only.

The applicant stated it would be for tenants only.

Commissioner Schaeffer asked if there would be patrons from the bowling alley or members of the public that had access to the observation deck.

The applicant said that the deck would be for residential tenants only, though he was not 100% certain. That was the idea at the moment, since only residential tenants would have access based on the current layout of building. However, one restaurant had expressed interest in using the observation deck.

Chair Rigoni said that the applicant would need to be clear on who would be able to use the roof decks.

Commissioner Schaeffer expressed her concern about making the roof deck accessible to nonresidents. In regard to the restaurant using the space, having alcohol and food on the deck would require a Special Use Permit and would raise liability concerns.

The architect stated they were not currently seeking any Special Use Permits. He asked if a use were to come forward, whether that would require Plan Commission approval or not.

Chair Rigoni stated she was unsure, but that regardless the Plan Commission should anticipate that future request. She reiterated that the applicants should be clear on what they were requesting from the Plan Commission. Approving a plan with an observation deck for residents would be different than approving rooftop dining.

The architect stated they could have those details clarified prior to the next meeting.

Chair Rigoni asked if her fellow Commissioners' concerns were related to the deck itself or rather allowing commercial tenants use the space.

Commissioner Schaeffer stated she was fine with the deck, but was worried with how it was used.

The applicant stated he did not wish to limit his options if possible.

Chair Rigoni responded that there does need to be a limit on how it would be used, since it could be seen from the south of the building.

The architect clarified they needed to know who would be using the proposed deck, not so much how it would be used used.

Commissioner Markunas noted he had experience with other rooftop amenities in other places. He recalled that people tend to be very protective of those spaces.

The architect noted that the proposed deck wouldn't be open for use at any time, but would be regulated based on the tenants of the building.

Commissioner Markunas stated that often people considered those amenities as part of their home.

Chair Rigoni said that her only concern was with the timing of the use. If the proposed deck was only for residents, there would be certain times the deck was used. Commercial tenants would use such a deck more consistently. Plus, they would require alterations to the space, such as umbrellas or pergolas. She told the applicants to make sure they understand what the space would be used for.

Commissioner Schaeffer said when she first saw deck, she was concerned with safety issues, particularly if the use of the deck was tied to an alcohol-related use such as a restaurant. She would want that space's use regulated to avoid safety issues.

The architect stated he was of the same mind, that if this proposed deck would be used as an event space, it would need to be regulated. He noted that having this kind of space available to rent could be popular, especially because it provided a good view. He was planning to have some separate way to access the deck in the event it would not just be used by residents.

Mr. Currier claimed that nothing proposed by the applicant didn't respond to the Comprehensive Plan.

Chair Rigoni responded, saying that the Plan Commission was trying to understand how this observation deck would be used.

Mike Schwarz noted that, per the Zoning Ordinance, all business must be conducted indoors. Anything else would require a Special Use Permit, on which conditions could be set by the Plan Commission.

Chair Rigoni stated the Plan Commission wanted to be clear how the applicant wanted that space to be used, so they could address their concerns.

The applicant asked if the Plan Commission would be alright with the deck if it was intended for residential, and whether commercial use of the space would require a Special Use Permit.

Commissioner Markunas said that was the case.

Commissioner Knieriem explained that there was a need to regulate the observation deck in some way. If that use changed over time, those changes could be addressed at the appropriate time.

There was some discussion on what materials would be used to construct the proposed deck. Materials would include glass, metal, and EIFS, among others.

Commissioner Schaeffer noted that the elevations called out two different kinds of brick which appeared to be similar colors. She asked if they were intended to be different colors or the same.

The architect stated they were meant to be different, it was just that renderings were not always the best at showing the differences between the two types. He stated that they would have samples for the Historic Preservation Commission when they met. They were also working on photometrics, and would have them ready prior to a Public Hearing for staff comments.

Commissioner Schaeffer asked the architect if he had considered adding some decoration to the entryway on the north west corner of the building, since it looked so plain on the rendering.

The architect clarified that there was a lot of detail already present on the facades. There were details there which were hard to see on the renderings, but were visible on the submitted elevations.

There was some discussion on how the building transformer would be screened.

Commissioner Schaeffer asked staff to send the architect's presentation to them, since it did not work on the projector.

Commissioner Knieriem asked the applicant what their timeline for the project was.

The applicant responded it would be about a year, and that he wanted everything done right around Fall Fest. He would break ground as soon as it was approved, around March or April.

Commissioner Knieriem noted that the building likely wouldn't be ready for Fall Fest.

The applicant clarified that they were looking to minimize the impact of their project on Fall Fest, to clean up the site for that event so as to minimize disruption.

Commissioner Knieriem thanked the applicant for their proposal.

Commissioner James asked the applicant incorporate bike racks into the project, as well as comply with the Americans with Disabilities Act.

The architect stated those changes would be in the renderings the Plan Commission would receive as part of the presentation slides. He would work with staff to determine where to place the bike racks.

Chair Rigoni noted that the proposed architecture was of the quality they looked for, and said it would be a great addition.

Chris Gruba noted that at a future public hearing, there would be nine variance requests and two Special Use Permit requests.

Chair Rigoni reminded the applicant to request all special uses and variances as soon as they could. The more requests they knew about ahead of time the better. She added that having draft covenants and restrictions would be good too. She encouraged the applicants to get answers to the questions the Plan Commission had raised, since the Village Board would have the same questions.

There was some discussion on which meeting would be held next. The applicant would be in contact with staff to schedule their next meeting with the Historic Preservation Commission.

D. Public Comments

There were none.

E. Village Board & Committee Updates

Mike Schwarz informed the Plan Commission that the all variances requested for the Plantz Residence were approved by the Village Board at their meeting on November 7th.

The Committee-of-the-Whole held a meeting on November 9th, where they discussed the annexation agreement for the Olde Stone First Addition development. The feedback received by the applicants was less than favorable, and staff was in contact with them about next steps. The Committee-of-the-Whole also discussed the proposed development at 7 N. White Street. The applicant had requested that the Village split the costs associated with relocating an existing transformer on the site. They also requested either signing a lease agreement with the Village, or that the Village sell more land in order to accommodate a trash enclosure.

the business located at 24 Ash Street, in accordance with the scope of work and public testimony.

Motion by: Tutko Seconded by: Kush

Approved: (5-0).

3. Certificate of Appropriateness: 28 Kansas Street (Change to South and West facing facades)

Michael Weber, architect for 28 Kansas Street, explained that the masonry which existed on the facades in question was self-supporting true masonry brick. In order to complete the addition to the building which was approved by the Historic Preservation Commission in February 2023, he would have to take down the existing brick on the south and west facing facades. The demolition would be very specific; each brick would be removed individually. Not all the bricks could be reused after this demolition process, and between 10% and 20% of the original bricks would be unusable afterward. The surviving bricks would be sliced into sections in order to create a thin brick, which would be reapplied to the façades of the building. The building would appear exactly the same as before. It would be an expensive addition, but it would look the same when it was finished.

Chair Steward asked what changes in appearance would be made.

Mr. Weber said that they would be taking down the existing brick, both inside and outside of the addition, and replacing it with a thin brick made of the existing brick.

Commissioner Szmurlo asked if there would be an air gap between the proposed thin brick and the wall of the building.

Mr. Weber said that there would still be a water barrier in between the thin brick and the wall.

<u>Motion (#4):</u> Approve a Certificate of Appropriateness for the proposed changes to the masonry on the south and west facades of the building located at 28 Kansas Street, in accordance with the scope of work, submitted plans, and public testimony.

Motion by: Kush Seconded by: Szmurlo

Approved: (5-0).

4. Certificate of Appropriateness: 15 Ash Street (Enclosed Third Story)

Chris Gruba gave a brief presentation highlighting the changes to the plans.

Chris Tokarz, the project architect said that he did not have much else to add. The changes were all located on the third floor. The elevations did not change much, there were some façade changes to accommodate the newly enclose space. The Kansas and White Street facades would not really change.

Chair Steward asked if the additional residential space would go where the rooftop deck was previously proposed.

Mr. Tokarz said that it would.

Chair Steward asked if the rooftop mechanical units were new changes.

Mr. Tokarz said that he planned some space for mechanical units, but that the design had not been finalized yet. There would be some screening, but any rooftop mechanical units would not really be visible from the street.

Commissioner Toepper asked if future residents would have access to the roof.

Mr. Tokarz said there would not be tenant access to the roof.

There was some discussion about the impact of proposed changes on the sightline from Ash Street.

Chair Steward noted that the proposed changes sounded like they would be beneficial to the applicants, in addition to future residents on the third floor.

Mr. Tokarz said he thought the changes would make the building a better fit for the downtown area.

Chair Steward said she appreciate the applicants' flexibility on the proposed rooftop deck, since she knew there were concerns about it.

<u>Motion (#5):</u> To approve the proposed changes to 15 Ash Street, in accordance with the submitted plans and public testimony.

Motion by: Toepper Seconded by: Tutko

Approved: (4-1, Commissioner Kush voted no).

Mr. Tokarz stated that they hoped to get started with the project as soon as possible, but noted there were a lot of moving parts.

C. Old Business

Chair Steward asked about the status of the water tower.

RECEIVED

By Christopher Gruba at 8:24 am, May 08, 2023

DECLARATION OF CONDOMINIUM

for

OLDE FRANKFORT MALL COMMERCIALCONDOMINIUM

MAIL TO and PREPARED BY:

Clavio, Van Ordstrand & Assoc, LLP 10277 W Lincoln Hwy Frankfort, Illinois 60423

General Comments:

- -Please add language that landscape planters shall be kept neat and maintained
- -Please add language that the paved/patio areas surrounding the building on private property be neat and maintained.
- -Please add language that prohibits accessory structures or temporary buildings
- -Please add language specifying the allowable fence types, or note prohibited fence types
- -Will the commercial units be leased or owned?
- -Staff recommends adding a bike rack inside or outside the building (on private property) as a "tangible benefit". The CCR's should note that bike's shall be parked/locked at the rack and not to any fences or railings. Perhaps the bike rack could be placed inside or outside of the electrical equipment room.

RECORDER'S STAMP

THIS DECLARATION made and entered into this _____ day of ______, 20235 by SHI-NAPS, LLC - SERIES 1 - OLDE FRANKFORT MALL., an Illinois limited liability company (hereinafter referred to as the "Declarant"):

WITNESSETH THAT:

WHEREAS, the Declarant is owner in fee simple of certain real estate hereinafter described in Exhibit A attached hereto and incorporated herein, in the Village of Frankfort, Will County, Illinois which real estate is part of a mixed use commercial/office/retail and residential condominium development; and

WHEREAS, the Declarant intends to and does hereby submit such real estate together with its portion of the building, structures, improvements, and other permanent fixtures of whatsoever kind now or hereafter thereon, and all rights and privileges belonging or in anywise pertaining thereto and any and all easements appurtenant thereto, to the provisions of the Illinois Condominium Property Act, as amended from time to time; and

WHEREAS, the Declarant desires to establish, in accordance with this Declaration, certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained and to provide for the harmonious, beneficial, and proper use and conduct of the real estate and all units; and

WHEREAS, the Declarant desires and intends that the several Unit Owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property (as defined in Article I) shall at all times, and subject to the terms of the Declaration, enjoy the benefits of, and shall at all times hold their interest subject to the rights, easements, privileges, and restrictions hereinafter set forth and those set forth in the Declaration, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property and the mixed use development which the Property is a part of; and

WHEREAS, the name of the condominium shall be "Olde Frankfort Mall Commercial Condominium" or such other name as may be subsequently adopted pursuant to the Act by the Declarant or Board.

NOW THERFORE, the Declarant DECLARES as follows:

ARTICLE I

DEFINITIONS

For purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) Act: The Condominium Property Act of the State of Illinois, as amended from time to time.

- (b) <u>Association</u>: The Association of all the Unit Owners, acting pursuant to the By-Laws attached hereto as Exhibit C, through its duly elected Board.
- (c) <u>Board</u>: The Board of Managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated the Board shall mean the Board of Directors of the incorporated Association.
- (d) <u>Building</u>: All structures located on the real estate which the Condominium is a part of, attached or unattached, containing one or more Units.
- (e) By-Laws: The By-Laws of the Association, which are attached hereto as Exhibit C.
- (f) Common Elements: All portions of the Property, except the Units.
- (g) <u>Common Expenses</u>: The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board. Such Common Expenses shall consist of the expenses of the administration and operation of the Common Elements and any other expenses incurred in conformance with the Act, the Declaration and the By-Laws, including, without limitation, the maintenance and repair of the Common Elements and any and all replacements and additions thereto.
- (h) <u>Condominium Instruments</u>: All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and the Plat.
- Declaration: The instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided and such Declaration as from time to time amended.
- (j) <u>Declarant</u>: Shi-Naps, LLC Series 1 Olde Frankfort Mall., an Illinois limited liability company, its successors and/or its assigns.
- (k) <u>First Mortgagee</u>: An owner of a bona fide first mortgage, first trust deed or equivalent security interest covering any portion of the Property.
- First Unit Owner Board of Managers: The initial Board that is comprised of a majority of Unit Owners other than the Declarant.
- (m) <u>Limited Common Elements</u>: A portion of the Common Elements which is designated by this Declaration or the Plat as being a Limited Common Element appurtenant to and for the exclusive use of Unit Owner of one or more, but less than all, of the Dwelling Units. The Limited Common Elements shall include, but not be limited to:
 - (i) That part of the Common Elements contiguous to and serving a single Unit exclusively as an inseparable appurtenance thereto including specifically such portions of the perimeter walls, floors and ceilings, windows, doors and all fixtures and structures therein which lie outside the Unit boundaries, pipes, ducts, flues, shafts, electrical wiring or conduits or other system or component parts thereof which serve and Unit exclusively to the extent such a system or component part is located outside boundaries of a Unit;
 - (ii) Any area which may be so designated by this Declaration or the Plat.
- (n) <u>Maintenance Fund</u>: All monies collected or received by the Association pursuant to the provisions of the Condominium Instruments.
- (o) <u>Majority</u>: The owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.

- (p) Occupant: A Person or Persons, including a Unit Owner, in possession of one or more Units.
- Parcel: The lot or lots, tract or tracts of land, described in Exhibit A attached hereto, together with (q) improvements and rights appurtenant thereto, submitted to the provisions of the Act.
- Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- Plat: A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which shall consist of a three-dimensional horizontal and vertical delineation of all such Units and such other data as, may be required by the Act.
- Property: All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the natural use, benefit and enjoyment of the Unit Owners, submitted to the provisions of the Act.
- (u) Record: To record in the Office of the Recorder of Deeds of Will County, Illinois.
- Reserves: Those sums paid by Unit Owners which are separately maintained by the Board of (v) Managers for purposes specified by the Board of Managers or the Condominium Instruments.
- Unit: Any part of the Property designed and intended for any type of independent use and which (w) is designated on the Plat as a Unit.
- Unit Owner: The person or persons whose estates or interests, individually or collectively, possess fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.
- Village: The Village of Frankfort, Illinois. (y)

ARTICLE II

UNITS

Description. All Units are delineated on the Plat attached hereto as Exhibit D and made a part of this Declaration. The Units are legally described as being a part of the following described property:

I believe this legal description will change once the Plat is finalized

THE SOUTH 36-1/2 FEET OF LOT 3, AND ALL OF LOT 4 IN BLCOK 1 IN BOWEN'S SUBDIVISION OF BLOCKS 1, 12 AND 13, IN THE ORIGINAL TOWN OF FRANKFORT, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29, 1857, AS DOCUMENT NUMBER 27610, IN WILL COUNTY, ILLINOS.

LEGAL DESCRIPTION FOR CROSS ACCESS EASEMENT - INGRESS/EGRESS:

THE COMMON AREAS AS THEY MAY EXIST FROM TIME TO TIME ON THE PLAT OF CONDOMINIUM

UNDERLYING PIN: 19-09-28-208-003-0000

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth and identified as a Unit in the delineation thereof in Exhibit D. The legal description of each Unit shall consist of the identifying number or symbol of such Unit followed by the legal description of the Property, as shown on Exhibit D. Except as provided by the Act, no Unit Owner, shall, by deed, Plat or otherwise, subdivide or in any other manner cause the Unit to be separated into any tracts or Parcels different from the whole Unit as shown on Exhibit D.

Certain Structures Not Constituting Part of a Unit. No structural components of the Building, and
no pipes, wires, conduits, public utility lines (to the outlets), ducts, flues, and shafts situated within a Unit or running
through a Unit and forming part of any system serving one or more other Units, or extending into the Common
Elements or any part thereof, shall be deemed part of a Unit, but shall be considered Common Elements.

ARTICLE III

COMMON ELEMENTS

- 1. Ownership of Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Unit Owners of the Property, and, except as otherwise limited in the Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of their Unit as a place of business, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with their Unit. Such right shall extend to each Unit Owners, and the agents, employees, tenants, contractors, visitors, licensees, and invitees of each Unit Owner. Each Unit Owner's interest shall be expressed by a percentage amount and shall remain constant and unless otherwise provided in the Act or herein, may not be changed without unanimous approval of all Unit Owners, unless changed by Recorded amendment to this Declaration consented to in writing by all Unit Owners. The Declaration has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto, and each Unit Owner accepts such determination.
- Limited Common Elements. The Limited Common Elements are as described and defined in Article I of this Declaration. All expenses relating to the Limited Common Elements shall be borne exclusively by the Unit(s) which they serve.
- 3. Transfer of Limited Common Elements. The use of Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the Condominium Instruments and the provisions of the Act. Each transfer shall be made by an amended to the Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Units who have any right to use the Limited Common Elements affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board. The amendment shall contain a statement from the parties involved in the transfer which sets forth any change in the Unit Owners' proportionate share. If the Unit Owners cannot agree upon a reapportionment of their proportionate share, the Board shall decide such reapportionment. No transfer shall become effective until the amendment has been recorded.

Rights and obligations with respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section and of the Act.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

- Submission of Property to Provisions of Act. The Property is hereby submitted to the provisions
 of the Act.
- 2. No Severance of Ownership. No Unit Owners shall execute any deed, mortgage, lease or other instrument affecting title to the Unit Ownership without including therein both their interest in the Unit and their corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.
 - Easements.

- (a) Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any portion of the Common Elements or any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Building, a valid mutual easement shall exist in favor of the owners of the Common Element and the respective Unit Owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any Unit Owner who created an encroachment by their intentional, willful or negligent conduct or that of their agent.
- (b) <u>Utility Easements</u>. SBC/Ameritech, Commonwealth Edison Company, NICOR, the cable television company servicing the area and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus, and other equipment related to their service to the Property, into and through the Common Elements and the Units, where reasonably necessary for the purpose of providing utility and cable television services to the Property.

Any cross-access
easements would be
illustrated on the Plat of
Resubdivision (none are
shown). It's also unclear
where there is room to
place an access
easement outside, on
private property or why
one would be necessary.
Maybe a very narrow
access easement outside
next to the loading room?

- (c) Cross-Access Easement. The cross-access easement, described on the subdivision plat of the Olde Frankfort Mall Condominium, which was recorded in the Office of the Recorder of Deeds, Will County, Illinois as Document No. ______. As depicted on the aforesaid subdivision plat and as established by the Declaration, said easement is for the ingress/egress, which is a Common Element of the Olde Frankfort Mall Condominium. The easement, or portions thereof, will be used by and for the benefit of the Unit Owners of the Olde Frankfort Mall Commercial Condominium, the Unit Owners of the Olde Frankfort Mall Residential Condominium, and the Owners of the adjacent Property, and, as such, the Common Expenses directly related to the easement shall be shared by the Unit Owners, the Unit Owners of the Olde Frankfort Mall Residential Condominium, and the Owners of the adjacent Property as more fully described and established in the Declaration.
- 4. Easements and Rights to Run with Land. All easements and rights described herein and in the Declaration are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and any Unit Owner, purchaser, mortgagee, and other Person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustee of such Unit as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V

COMMON EXPENSES, MORTGAGES, AND REAL ESTATE TAXES

- 1. <u>Common Expenses</u>. Each Unit Owner, including Declarant, shall pay their proportionate share of the Common Expenses of administration, maintenance, and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration, By-Laws, or otherwise lawfully agreed upon. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as their percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof together with any interest, late charges, reasonable attorneys' fees incurred prior to or after the initiation of any court action, costs of collection and the amount of any unpaid fine shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.
- Separate Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to
 make a separate mortgage or encumbrance on their respective Unit together with their respective ownership interest
 in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or

created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of their Unit and their respective ownership interest in the Common Elements.

3. Separate Real Estate Taxes. It is understood that real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or any other lawful taxing or assessing body which are authorized by law to be assessed against and levied upon real property are to be separately taxed to each Unit Owner for their Unit and their corresponding percentage of ownership interest in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay their proportionate share thereof in accordance with their respective percentage of ownership interest in the Common Elements.

ARTICLE VI

INSURANCE

1. <u>Fire and Hazard Insurance</u>. Subject to Article IX of the Declaration, the Board shall acquire as a common expense, a policy or policies of insurance insuring the Common Elements and the Units against loss or damage from fire, lightning and other hazards contained in the customary fire and extended coverage, vandalism, and malicious mischief endorsements for the full insurable replacement cost of the Common Elements and the Units written in the name of the Association and which policy or policies shall include a provision that the proceeds thereof shall be payable to the members of the Board, as trustees for each of the Unit Owners, in the percentages established in Exhibit B.

The full insurable replacement costs of the Units shall include the replacement cost value of additions, betterments, alterations, and improvements made in and to any Unit, provided, however, the Board shall not be responsible for obtaining insurance on such additions, betterments, alterations, or improvements unless and until such owner shall make such report and request to the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board to reimburse the Board for such additional premiums, which additional premiums are deemed a common expense (chargeable solely to such Unit Owner) and upon the failure of such owners so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, betterments, alterations, or improvements.

All policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interest may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Unit Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least thirty (30) days' prior to written notice to the mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against Olde Frankfort Mall Commercial Condominium Association, its officers, members of its Board, Unit Owners, occupants, employees and agents, the Association, its officers, members of the Board, the Declarant, the managing agent, if any, their respective employees and agents, and the Unit Owners and occupants, and (6) shall contain a "Replacement Cost Endorsement." The proceeds of such insurance shall be applied by the Board or by the Depositary on behalf of the Board for the reconstruction of the Building or shall be otherwise disposed of, in accordance with the provisions of the Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of the Act with respect to the application of insurance proceeds for reconstruction of the Building. Subject to the provisions of the Declaration, the Board may engage the services of, and such insurance may be payable to a Depositary to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of the Declaration. The fees of the Depositary shall be Common Expenses.

In the event of any loss in excess of ten thousand dollars (\$10,000.00) the Board shall solicit bids from good and reputable contractors before commencing any repair, reconstruction, or replacement.

Payment by an insurance company to the Board or to the Depositary, and the receipt of release from the Board or the Depositary of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any agreement under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the Depositary.

Each Unit Owner shall inform the Board in writing of additions, alterations, or improvements made by said Unit Owner to their Unit and the value thereof which value may be included in the full replacement insurance cost for insurance purposes. Any increase premium charge therefore shall be assessed to that Unit Owner under the provisions of Section 9 of the Act. If a Unit Owner fails to perform the Board as provided above and a penalty is assessed in the adjustment of a loss settlement, the Unit Owner shall be responsible for such penalty.

- Appraisal. In accordance with the provisions of Article IX of the Declaration the full insurable replacement cost of the Property, including the Units and Common Elements, shall be determined from time to time by the Board. The Board shall have the authority to obtain an appraisal by a good and reputable appraisal company as selected by the Board.
- 3. Public Liability and Property Damage Insurance. Subject to the provisions of Article IX of the Declaration the Board shall acquire, as a Common Expense, and shall have the authority and duty to obtain, comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Property in amounts deemed sufficient in the judgment of the Board, but not for less than required by the Declaration, insuring the Board, the Association, the management agent, if any, and their respective employees, agents, and all Persons acting as agents. Declarant, its officers, directors and employees, shall be included as additional insureds in their capacity as Unit Owners and Board Members, as the case may be. The Unit Owners shall be included as additional insureds, but only with respect to that portion of the premises not reserved for their exclusive use. The insurance shall cover claims of one or more insured parties against other insured partiers. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above-named insured Persons.
- 4. Workmen's Compensation and Other Insurance. Subject to Article IX of the Declaration, the Board shall acquire, as a Common Expense, workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain, including, but not limited to insurance for the Association, its officers and management agent against liability from good faith actions allegedly beyond the scope of their authority.
- Costs are Common Expenses. Except as otherwise provided in this Declaration, premiums for all
 insurance obtained are maintained by the Association, and the cost of any appraisal required by the Declaration or
 which the Association deems advisable in connection with any insurance, shall be Common Expenses.
- 6. <u>Waiver</u>. Each Unit Owner hereby waives and releases any and all claims which they may have against any other Unit Owner, the Association, its officers, members of the Board, the Declarant, the managing agent of the Building, if any, and their respective employees and agents, Olde Frankfort Mall Commercial Condominium Association, its officers, members of its board, its Declarant and any unit owner in its association, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.
- 7. Unit Owner's Insurance. Each Unit Owner shall be responsible for their own insurance on the contents of their own Unit, and furnishings and personal property therein, and their personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. All policies of casualty insurance carried by each Unit Owner shall be without contribution as respects the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided.

 Notice. The Board shall notify insured Persons concerning the cancellation of insurance obtained pursuant to the terms of this Article.

ARTICLE VII

ADMINISTRATION AND OPERATION

- Administration. The administration of the Property shall be vested in the Board consisting of the number of Persons, and who shall be elected in the manner, provided in the By-Laws. The Declarant has caused to be established under the name of "OLDE FRANKFORT MALL COMMERICAL CONDOMINIUM ASSOCIATION," which shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration, and operation of the Common Elements and for such other purposes as are hereinafter provided. The Board of Directors of the Association shall be deemed to be the Board referred to herein, in the By-Laws, and in the Act.
- 2. <u>Duties and Powers of the Association</u>. The Association is responsible for the overall administration of the property through its duly elected Board. The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, the By-Laws attached hereto as Exhibit C and incorporated herein, this Declaration, however, that (i) the terms and provisions of the Act shall control in the even of an inconsistency between the Act, this Declaration, the Articles of Incorporation, or the By-Laws, (ii) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, the Articles of Incorporation or the By-Laws.
- 3. Creation of Lien and Personal Obligation. The Declarant, for each Unit, hereby covenants and each Unit Owner by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Association such assessments or other charges or payments as are levied pursuant to the provisions of this Declaration. Such assessments, or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, or other charge or payment, together with such interest and costs, shall also be the personal obligation of the Unit Owner of such Unit at the time when the assessment or other charge or payment is due.
- 4. <u>Indemnity</u>. The members of the Board and the officers of the Association shall not be liable to the Unit owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners or the Association unless any such mistake shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as their percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.
- Board's Determination Binding. In the event of any dispute or disagreement between any Unit
 Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration
 or By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.
- 6. Administration of Property Prior to Election of First Unit Board of Managers. Until the election of the First Unit Owner Board of Managers, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by the Act and in the Declaration and By-Laws shall be held and performed by the Declarant. The election of the First Unit Owner Board of Managers shall take place as provided in the By-Laws. If, without fault of the Declarant, the Unit Owners shall not have elected a Board before the powers of the Declarant shall have expired hereunder, the Declarant may, but shall not be obligated to, continue to serve and have the powers herein set forth until such Board is elected, but in all events shall resign if and when required to resign under applicable law.

Declarant shall have the right to specifically assign the rights, privileges, powers, options and benefits reserved to Declarant under this Declaration, and upon such specific assignment, the assignee shall be entitled to said rights, privileges, powers, options and benefits as fully and to the same extent and with the same effect as if such assignee were herein by name specifically granted such rights, privileges, powers, options and benefits. All powers, privileges, easements, rights, reservations, restrictions and limitations herein provided or otherwise created for the benefit of Declarant shall inure to the benefit of Declarant's designees, successors and assigns, including, without limitation, any holder of a mortgage from Declarant which holder acquires Declarant's interest in all or part of the Property by foreclosure or deed in lieu thereof.

Within sixty (60) days following the election of a majority of the First Unit Owner Board of Managers, the Declarant shall deliver to the Board:

- (a) All original documents pertaining to the Property and its administration such as the Declaration,
 By-Laws, Articles of Incorporation, Condominium Instruments, minutes, rules and regulations;
- (b) A detailed accounting by the Declarant, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property.
- (c) Association funds which shall have been at all times segregated from any other monies of the Declarant;
- (d) A schedule of all personal property, equipment and fixtures belonging to the Association, including documents transferring the Property; and
- (e) Any contract, lease, or other agreement made prior to the election of the First Unit Owners Board of Managers by or on behalf of the Unit Owners.

 Thought that these

ARTICLE VIII

Thought that these commercial units would be rented, not owned. Please advise.

MAINTENANCE, ALTERATIONS, DECORATING, AND SIGNAGE

Maintenance, Repairs, and Replacements. Each Unit Owner shall furnish and be responsible for, at their own expense, all of the maintenance, repairs, and replacements within their own Unit, and shall keep such Unit in good order and repair. Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Board as part of the Common Expenses, subject to the rules and regulations of the Board.

The Board may cause to be discharged any mechanics' lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any Occupant of such Unit or by mailing the same by certified or registered mail addressed to the owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board) the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

If, due to the act or neglect of a Unit Owner or of their agent, servant, tenant, family member, invitee, licensee, guest, business invitee or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others (including Units owned by others in Olde Frankfort Mall Commercial Condominium), or maintenance, repairs or replacements shall be required which would otherwise

be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements as may be determined by the Board, to the extent not covered by insurance.

Subject to the provisions of the Declaration, the Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Article VIII, paragraph 1. All expenses which are chargeable to any Unit Owner pursuant to this Section 1, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

- Limited Common Elements. Any charge or expense in connection with expenditures for the Limited Common Elements shall be assessed only against that Unit or Units to which such Limited Common Elements are assigned.
- 3. Alterations, Additions or Improvements. No alterations of any Common Elements or any additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board. Notwithstanding the foregoing, any Unit Owner may make alterations, additions, and improvements within their Unit and the Limited Common Elements appurtenant thereto, without the prior written approval of the Board, but, in any event, such Unit Owner shall be responsible for any damage to other Units (including Units within Olde Frankfort Mall Commercial Condominium), the Common Elements, or the Property as a result of such alterations, additions or improvements. Nothing shall be done in any Unit, or in, on or to the Common Elements, which will impair the structural integrity of the Building(s) which Olde Frankfort Mall Commercial Condominium is a part of.
- 4. <u>Decorating</u>. Each Unit Owners shall furnish and be responsible for, at their own expense, all of the decorating within their own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. Decorating of the Common Elements (other than interior surfaces with the Units as above provided) and any redecorating of Units to the extent, made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses.
- 5. Signage. No signage shall be installed on the exterior of the Building, the Units, the doors to the Units or entrances leading to the Units, including, but not limited to, any exterior lighting, decorations, banners, and temporary or portable signs without the prior written approval of the Board. All approved exterior signage shall conform to and be in compliance with any Village sign ordinance and all other applicable statutes, laws, rules and regulations. Internally lit signage is prohibited. The criteria for any exterior signage are set forth in Exhibit E attached hereto. All exterior signage must be reviewed and approved by the Village prior to installation.

All interior signage visible to the exterior shall be tastefully and professionally done and aesthetically pleasing, and must be approved by the Board. The use of handscribed signs of any kind is expressly prohibited. All signage permitted shall be subject to such rules and regulations as the Board may, from time to time, prescribe. All such rules and regulations shall apply equally to and shall not discriminate between or among individual Unit Owners or Occupants.

Notwithstanding anything contained herein, the provision of this paragraph 5 of Article VIII shall not apply to any signage erected, installed or maintained by the Declarant for sales advertising purposes.

ARTICLE IX

SALE, LEASING, OR OTHER ALIENATION; RESTRICTIONS REGARDING USE AND OCCUPANCY

Covenants and Restrictions as to Sale or Lease of a Unit.

There are no restrictions with respect to the sale or lease of a Unit, provided, however, that no Unit may be sold or leased to a person or entity which will operate a business from or use the Unit in violation of this Declaration, the Act or any Statute of the State of Illinois or Ordinance (zoning or otherwise) of the Village of Frankfort. If a sale, lease, devise or gift of any Unit is made by any Unit Owner, the purchaser, lessee, devisee, or

donee thereunder shall be bound by and be subject to all of the obligations of such prior Unit Owner with respect to such Unit as provided in the Declaration and By-Laws. Any Unit Owner making any such lease shall not be relieved thereby from any obligations under this Declaration and By-Laws. All leases shall be in writing with a copy delivered to the Board. All leases shall specifically state that any lessee is subject to the provisions of the Declaration, the By-Laws, and any and all Rules and Regulations of the Association, and that any failure of the lessee to comply therewith shall be a default under the lease. The Board may adopt such rules and regulations applicable to the leasing of Units as it deems advisable and necessary. Notwithstanding anything contained herein, the provisions of this paragraph 1 of Article IX and any rules or regulations adopted hereto by the Board shall not at any time apply to any Units owned by the Declarant.

- Covenants and Restrictions as to Use or Occupancy of Units and Common Elements.
- (a) No Unit may be used for purposes other than commercial/office/retail space or for any purpose which is in violation of this Declaration, the Act or any Statute of the State of Illinois or Ordinance (zoning or otherwise) of the Village. Each Unit Owner will comply with all zoning ordinances, building codes, health and environmental laws and regulations and all other applicable laws, ordinances, rules and regulations.
- (b) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property. The right is reserved by the Declarant or its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements. Until all the Units are sold and conveyed, the Declarant shall be entitled to access, ingress and egress, to the Property as they shall deem necessary in connection with the sale of, or work in, the Building or any Unit. The Declarant shall have the right to use any unsold Unit or Units as a model for sales or display purposes, and to relocate the same from time to time, and to do such other things as may be necessary or advisable in Declarant's sole opinion to facilitate the sale or lease of unsold Units.
- (c) No animals, livestock, or fowl of any kind shall be raised, bred or kept in any Unit or in the Common Elements.
- (d) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building without the prior consent of the Board. No Unit Owner shall permit anything to be done or kept in their Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or which would be in violation of any law. No waste shall be committed in or on the Common Elements.
- (e) Nothing shall be done in any Unit or in, on or to the Common Elements, or in, on or to the Limited Common Elements, which will impair the structural integrity of the Building or which would structurally change the Building, except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.
- (f) Nothing shall be altered or constructed in or removed from the Common Elements (including Limited Common Elements) except upon the written consent of the Board.
- (g) No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of the walls or roof of the Building, and no sign, awning, canopy, shutter, radio or television antenna, satellite dish greater than 18" in diameter shall be affixed to or placed upon the exterior walls or roof or any part thereof of the Building, without the prior consent of the Board. Any permitted radio or television antenna or satellite dish must be installed so that it is screened from view as the Board shall approve. Window coverings exposed to the outside from any Unit shall be a uniform white or off-white or beige color, subject to exceptions permitted by the Board on an individual basis.
- (h) No unlawful, noxious, or offensive activities shall be carried on in any Unit in or on the Common Elements or elsewhere on the Property, nor shall anything be done therein or thereon that, in the judgment of the Board, constitutes a nuisance or causes unreasonable noise or disturbance to others. Without limited

the generality of the preceding sentence, the common areas of the Property and the Limited Common Elements, such as but not limited to patios, shall be used in an orderly manner, and common walkways and landscaped areas of the Property shall not be used for ball-playing, roller skating or roller blading, bike riding, skate boarding, or similar activities.

- The outdoor display of merchandise and/or other commercial good or materials is prohibited.
- (j) Trash, garbage, and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean sanitary manner in trash receptacles designated by the Association, and as prescribed from time to time in rules and regulations of the Board.
- (k) That part of the Common Elements separating and located between and exclusively serving two or more adjacent Units used together (including, but not limited to, portions of any walkway) may be removed or otherwise altered ingress and egress to and from such Units and to afford privacy to the Occupants of such Units when they use such Common Elements, and that part of the Common Elements so removed or otherwise altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provide that: (i) such alterations shall not weaken, impair or endanger any of the Common Elements or any Unit; (ii) the Unit Owner or Owners desiring to make such alterations shall notify the Board of the nature thereof within ten (10) days prior to commencing work, (iii) the expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alterations, (iv) such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alterations in the event such Units caused to be used together, and (v) such alterations shall not interfere with use and enjoyment of the Common Elements, other than the aforesaid part of the Common Elements separating such adjacent Units, including, but not limited to, reasonable access and ingress to and egress from the other Units in the walkway affected by any such alterations.
- (1) The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with any Unit Owner or Occupant, and shall be subject to any easement presently in existence or placed into existence by the Board at some future time affecting any part or all of the Common Elements. Nothing shall be stored in or on the Common Elements except as otherwise herein provided.

Please remove, parking will be on public property and can't be assigned.

- (m) Vehicles (which term when used herein shall include motorcycles) shall be parked only in those areas separately striped and otherwise marked as parking spaces or parking areas. The parking spaces or parking areas shall be used only by the Unit Owners or Occupants, and their guests, invitees, and employees.
 - (n) Except as hereinafter provided, 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 parked on the Property. The foregoing restrictions shall not prohibit the temporary parking of trucks and other vehicles providing delivery services to the Property.
 - (o) No vehicle shall be parked overnight except for (i) no more than one (1) vehicle for each Unit in Olde Frankfort Mall Residential Condominium ("Residential Condominium"), and (ii) no more than one (1) vehicle for each Unit in Olde Frankfort Mall Commercial Condominium ("Commercial Condominium"), which vehicle shall be limited in size to that of a standard utility van.

Please remove, parking will be on public property and can't be assigned.

ARTICLE X

REMEDIES FOR BREACH OR VIOLATION

The violation by any Unit Owner (either by their own conduct or by the conduct of their tenant, any other occupant of their Unit, or their invitee or guest) of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or in the By-Laws contained, shall, in addition to any other rights provided for in

this Declaration or the By-Laws, give the Association the right: (a) to enter upon the Unit, or any portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has (a) first given the Unit Owner alleged to have violated any restriction, condition or regulation adopted by the Association or to be in breach of any covenant or provision herein or in the By-Laws contained, a hearing on such allegations pursuant to rules and regulations adopted by the Association, (b) the Association shall have determined such allegations to be true, and (c) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to the Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this Article X, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials shall be paid by the Unit Owner in violation, and until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided by Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

Furthermore, if after hearing and finding as aforesaid and failure of the Unit Owner to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner, a ten (10) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control their Unit and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use, or control the Unit owned by them on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all the right, title, and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from requiring their interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Unit Owner. Upon the confirmation of a foreclosure, the purchaser at the foreclosure sale shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration and By-Laws.

ARTICLE XI

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies purchased by the Association insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration, or reconstruction shall, subject to the provisions of the Declaration, be undertaken and the insurance proceeds thereof shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as provided in Article XIII hereof or withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as herein provided, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken, the net proceeds of said

insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B, after first paying out the amount of any unpaid liens on their Unit, in the order of the priority of such liens.

Insufficient Insurance.

- (a) Subject to the provisions of the Declaration, if insurance proceeds are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Building within one hundred and eighty (180) days from the date of damage or destruction, the Board may record a notice setting forth such facts and upon the recording of such notice:
 - The Property shall be deemed to be owned in common by the Unit Owners;
 - (ii) The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such owner in the Common Elements;
 - (iii) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property as provided herein; and
 - (iv) The Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property purchased by the Association, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of undivided interest owned by each owner in the Property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.
- (b) Subject to the provisions of the Declaration, in the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered untenantable, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held upon notice within thirty (30) days following the final adjustment of insurance claims, if any. Otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting the Board, or its representative, shall present to the members in attendance an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.
- (c) In the case of damage or other destruction, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board of Managers. The payment of just compensation or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use.
- Cessation of Common Expenses. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit owner shall case.

ARTICLE XII

EMINENT DOMAIN

- Condemnation. Subject to the provisions of the Declaration, in the event of a taking or condemnation by competent authority of any part of the Property, the Association, shall, if necessary, restore the improvements on the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. In the event that part or all of one or more units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Act and the percentage of ownership interest in the Common Elements allocated to such Unit or portion thereof (as determined by the Board on the basis of diminution in market value of the Unit) shall be reallocated among the remaining Units on the basis of the relative percentage of ownership interests in the Common Elements of the remaining Units. In such cases, this Declaration and the Plat shall be amended accordingly, pursuant to the provisions of the Act. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements, Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be equitably reduced.
- 2. Reallocation of Common Elements and Condemnation Award. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use.
- Cessation of Common Expenses. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

ARTICLE XIII

SALE OF THE PROPERTY AND REMOVAL OF PROPERTY FROM THE ACT

1. Sale. The Unit Owners, through the affirmative vote of Voting Members having at least seventy-five percent (75%) of the total votes, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall given written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner or form as may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale as approved, shall be entitled to receive from the proceeds of such sale an amount equivalent to the fair market value of their interest, as determined by arbitration provided for herein, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on the fair market value of such interest, the Unit Owner and the Board shall each select an appraiser, and the two so selected shall select a third appraiser, and the fair market value, as determined by the third appraiser, shall control. If either party shall fail to select an

appraiser, then the one designated by the other party shall determine the value of the Unit Owner's interest. The cost of the appraisal shall be divided equally between the Unit Owner and the Board, and the Board's share shall be a Common Expense.

2. Removal from Act. All of the Unit Owners may remove the Property from the provisions of the Act by an instrument to that effect duly recorded, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the undivided interest of the Unit Owner. Upon such removal, the Property shall be deemed to be owned in common by all the Unit Owners. The undivided interest in the Property owned in common which shall appertain to each owner shall be the percentage of undivided interest previously owned by such owner in the Common Elements. Notwithstanding the foregoing, the Property may not be removed from the provisions of the Act unless all Unit Owners of the Olde Frankfort Mall Commercial Condominium, together with the holders of all liens affecting any of the Units consent thereto or agree, in either case by instruments duly recorded.

ARTICLE XIV

GENERAL PROVISIONS

Amendments.

- (a) Subject to the provisions of this Article XIV, the Condominium Instruments may be amended, changed, or modified only upon the affirmative vote of three-fourths (3/4) of the Unit Owners; provided, however, that if any provision of the Act or any other provision of this Declaration, or the By-Laws expressly provides for different methods of amendment or different majorities of affirmative votes necessary to amend, such provisions shall control over the provisions of this Article XIV. Prior to the recording of any amendment to the Condominium Instruments, an affidavit, executed by an officer of the Association, shall be attached to such amendment. Such affidavit must certify that the requisite affirmative vote of Unit Owners (or of the Board if applicable) and the approval of all mortgagees having bona fide liens of record against the Units (only if any provision of the Condominium Instruments require such approval by mortgagees) has been made and given and that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against the Units no less than ten (10) days prior to the date of such affidavit.
- (b) Any amendment, change or modification of the Condominium Instruments shall be effective upon the recording of such instrument in the office of the Recorder of Deeds of Will County, Illinois, unless the instrument sets forth a different effective date. No provision in the Condominium Instruments may be amended, changed or modified so as to conflict with the provisions of the Act. A copy of any amendment, change or modification shall be provided to all Unit Owners. Unless otherwise provided by the Act, amendments to the Condominium Instruments shall be executed and recorded by the President of the Association or by such other officer authorized by the Board.
- (c) Subject to the terms of this Article XIV, no amendment which affects the rights, privileges or obligations of Declarant or its agents, successors or assigns shall be effective without the prior written consent (contained on the face of any such amendment) of any such party whose rights, privileges or obligations are, or would be, so affected.
- (d) Except to the extent authorized by other provisions of this Declaration or by the Act, no amendment to the Condominium Instruments shall change the boundaries of any Unit or the undivided interest in the Common Elements, the number of votes in the Association, or the liability for Common Expenses appertaining to a Unit.
- (e) Notwithstanding any other provisions of this Declaration, Declarant reserves for itself, and on behalf of the Board, the right at any time from time to time to record an amendment to this Declaration, including any Exhibit hereto, or any supplement or amendment thereto, to (i) conform this Declaration with the requirements of the Act or any ordinance of the Village of Frankfort, Illinois; or (ii) correct clerical, typographical or inadvertent errors in this Declaration or in any of the Exhibit hereto; or (iii) complete the

data on the Plat after improvements constructed at any time on the Parcel are completed subsequent to the time this Declaration is first recorded; or (iv) comply with requirements of the Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or (v) induce any of such agencies or entities to make, purchase, sell, insurance, or guarantee first mortgages covering the Units. In the furtherance of the foregoing, each Unit Owner and each holder of a mortgage, trust deed, or lien affecting any Unit and each Person having any other interest in the Property hereby grants to Declarant and Board and each of them (and Declarant hereby reserves for each of them) an irrevocable Power of Attorney coupled with an interest on behalf of each Unit Owner and each such holder or Person to make, sign, and record on behalf of each Unit Owner and each such holder and Person any amendment described in this Article XIV. Each deed, mortgage, trust deed, or evidence of obligation or other instrument affecting a Unit or the Property and the acceptance of any such instrument shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the aforedescribed Power of Attorney to Declarant, to make, sign and record on behalf of each of the Unit Owners, holders and Persons described in this Article XIV any amendment described in this Article XIV. The Power of Attorney described in this Article XIV shall terminate three (3) years from the recording date of this Declaration.

Notices.

- (a) Notices provided for in the Act, this Declaration or the By-Laws shall be in writing, and shall be addressed to (i) the Association (in care of its Secretary), or the Board, as the case may be, at 219 Olde Frankfort Mall, Frankfort, Illinois 60423, and to each Unit Owner at the address assigned to said Unit Owner's Unit, or, in either case, at such other address of which notice has been given as provided herein below. The Association and the Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to them by giving written notice to the Association. Notices addressed as above shall be deemed delivered two (2) business days after mailing by United States registered or certified mail, return receipt requested, or on the day when delivered in person with written acknowledgement of the receipt thereof.
- (b) Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by the Act, this Declaration is to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.
- (c) Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such part at their or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.
- 3. Binding Effect. Each grantee of the Declarant, by acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by the 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 the Property or any Unit, and shall inure to the benefit of such Unit Owner in the like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.
- 4. Non-Waiver. Except as expressly provided in this Declaration to the contrary, no consent or waiver, expressed or implied, by any interested party referred to herein, to or of any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein, shall be deemed a consent to or waiver of the performance by such party of any other obligations hereunder, or the performance by any other interested party referred to herein or of the same, or of any obligations hereunder.

- 5. <u>Waiver of Damages</u>. The Declarant nor its respective representatives or designees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted to or delegated by or pursuant to this Declaration, or in the Declarant's capacity as developer, contractor, Owner, manager, seller or lessor of the Property whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise <u>ex contractu</u> or <u>ex delictu</u> (except in case of willful malfeasance). Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, Occupant, the Board, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services.
- Invalidity. The invalidity of any covenant, restriction, condition, limitation, or any other provision
 of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability, or
 effect of the remainder of this Declaration.
- 7. Perpetuities and Restraints. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violations of (a) the rule against perpetuities or some analogous statutory provision, (b) the rules restricting restraints or alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants of George Walker Bush, President of the United States.
- 8. <u>Liens</u>. In the even any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against the Units or against the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in the Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien.

The owner of such Unit shall not be liable for any claims, damages, or judgments entered as a result of any action or inaction of the Board other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board or the Association, if any, shall be limited to their proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of their Unit, or caused by their own conduct.

If as a result of work expressly authorized by the Board, a mechanics' lien claim is placed against the Property or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized it and consented thereto and shall be liable for the payment of their Unit's proportionate share of any due and payable indebtedness.

- 9. Release of Claims. Each Unit Owner hereby waives and releases any and all claims which they may have against any other Unit Owner, Occupant, the Association, its officers, members of the Board, the Declarant, the managing agent, their respective employees and agents, the Olde Frankfort Mall Commercial Condominium Association, its occupants, unit owners, officers and members of its board for damage to the Common Elements, the Units, or to any personal Property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.
- Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a mixed use commercial/office/retail and residential condominium building.
- Headings. The headings and captions contained herein are inserted for convenient reference only
 and shall not be deemed to construe or limit the sections and articles to which they apply.

12. Number and Gender. As used in this Declaration, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

13. Land Trust Owners' Exculpation. In the event title to any Unit ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation, and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit ownership under such trust and 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, and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any claim 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 the Unit ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit ownership.

IN WITNESS WHEREOF, the Declarant has caused its name to be signed in these presents by its President.

IN WITNESS WHER and attested by its Secretary th			o be signed in these present 23.	s by its Presiden
			PS, LLC – SERIES 1 – RANKFORT MALL.	
		By:		
		Name: Its Presid	lent	
ATTEST:				
By:				
Name: Its Secretary				
STATE OF ILLINOIS)) SS.			
COUNTY OF	3			
	, who is the Presid hally known to me to and Secretary, respect the said instrument	ent and Secretary of S be the same persons tively, appeared befor as their free and volur	e me this day in person, and stary Act and as the free and	1 – OLDE I to the foregoing I acknowledged I voluntary act o
Given under my hand	and seal this	day of	, 2023.	
		Notary P	ublic	
My Commission Expires:				

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL (PROPERTY)

THE SOUTH 36-1/2 FEET OF LOT 3, AND ALL OF LOT 4 IN BLCOK 1 IN BOWEN'S SUBDIVISION OF BLOCKS 1, 12 AND 13, IN THE ORIGINAL TOWN OF FRANKFORT, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29, 1857, AS DOCUMENT NUMBER 27610, IN WILL COUNTY, ILLINOS.

LEGAL DESCRIPTION FOR CROSS ACCESS EASEMENT - INGRESS/EGRESS:

THE COMMON AREAS AS THEY MAY EXIST FROM TIME TO TIME ON THE PLAT OF CONDOMINIUM

UNDERLYING PIN: 19-09-28-208-003-0000

EXHIBIT B

PERCENTAGE OF OWNERSHIP INTEREST TABLE FOR CONDOMINIUM UNITS IN OLDE FRANKFORT MALL COMMERCIAL CONDOMINIUM FRANKFORT, ILLINOIS

Percentage of Ownership Unit

Total 100%

EXHIBIT D

PLAT OF SURVEY FOR OLDE FRANKFORT MALL COMMERCIAL CONDOMINIUM ATTACHED HERETO



SCHOOL DISTRICT CERT	TFICATE			
STATE OF ILLINOIS)			
) SS			
COUNTY OF	_ 5			
	t of our knowledge s	said property is located within	rt Mall Commercial Condominium the boundaries of Elementary Sch	
Dated:	, A.D. 2023			
SHI-NAPS, LLC – SERIES	1 – OLDE FRANK	FORT MALL.		
BY:		ATTEST:		
President		Secretary		
NOTARY PUBLIC				
STATE OF ILLINOIS)) SS			
COUNTY OF	_			
I,	, a n	otary public in and for said C	ounty in the State aforesaid, do he , secretary, of SHI-NA	reby
certify that	, Pr	esident, and	, secretary, of SHI-NA	PS,
be the same persons whose r	names are subscribed ed and delivered the	to the foregoing instrument,	company, personally known to me appeared before me this day and own free and voluntary act and as	
Given under my hand and no	otarial seal this	day of	, A.D. 2023	
BY:				
Notary Public				
		My commission	n expires	

RECEIVED

By Christopher Gruba at 8:24 am, May 08, 2023

DECLARATION OF CONDOMINIUM

For

OLDE FRANKFORT MALL RESIDENTIAL CONDOMINIUM

MAIL TO and PREPARED BY:

Clavio, Van Ordstrand & Assoc, LLP 10277 W Lincoln Hwy Frankfort, Illinois 60423

RECORDER'S STAMP

THIS DECLARATION made and entered into this _____ day of ______, 2023 by Shi-Naps, LLC – Series 1 – Olde Frankfort Mall., an Illinois limited liability company (hereinafter referred to as the "Declarant"):

WITNESSETH THAT:

WHEREAS, the Declarant is owner in fee simple of certain real estate hereinafter described in Exhibit A attached hereto and incorporated herein, in the Village of Frankfort, Will County, Illinois which real estate is part of a mixed use commercial/office/retail and residential condominium development; and

WHEREAS, the Declarant intends to and does hereby submit such real estate together with its portion of the building, structures, improvements, and other permanent fixtures of whatsoever kind now or hereafter thereon, and all rights and privileges belonging or in anywise pertaining thereto and any and all easements appurtenant thereto, to the provisions of the Illinois Condominium Property Act, as amended from time to time; and

WHEREAS, the Declarant desires to establish, in accordance with this Declaration, certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained and to provide for the harmonious, beneficial, and proper use and conduct of the real estate and all units; and

WHEREAS, the Declarant desires and intends that the several Unit Owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property (as defined in Article I) shall at all times, and subject to the terms of the Declaration, enjoy the benefits of, and shall at all times hold their interest subject to the rights, easements, privileges, and restrictions hereinafter set forth and those set forth in the Declaration, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property and the mixed use development which the Property is a part of; and

WHEREAS, the name of the condominium shall be "Olde Frankfort Mall Residential Condominium" or such other name as may be subsequently adopted pursuant to the Act by the Declarant or Board.

NOW THERFORE, the Declarant DECLARES as follows:

ARTICLE I

DEFINITIONS

For purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- (a) Act: The Condominium Property Act of the State of Illinois, as amended from time to time.
- (b) <u>Association</u>: The Association of all the Unit Owners, acting pursuant to the By-Laws attached hereto as Exhibit C, through its duly elected Board.

- (c) <u>Board</u>: The Board of Managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated the Board shall mean the Board of Directors of the incorporated Association.
- (d) <u>Building</u>: All structures located on the real estate which the Condominium is a part of, attached or unattached, containing one or more Units.
- (e) By-Laws: The By-Laws of the Association, which are attached hereto as Exhibit C.
- (f) Common Elements: All portions of the Property, except the Units.
- (g) <u>Common Expenses</u>: The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board. Such Common Expenses shall consist of the expenses of the administration and operation of the Common Elements and any other expenses incurred in conformance with the Act, the Declaration and the By-Laws, including, without limitation, the maintenance and repair of the Common Elements and any and all replacements and additions thereto.
- (h) <u>Condominium Instruments</u>: All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and the Plat.
- Declaration: The instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided and such Declaration as from time to time amended.
- (j) <u>Declarant</u>: Shi-Naps, LLC –
 Series 1 Olde Frankfort Mall, an Illinois limited liability company, its successors and/or its assigns.
- (k) <u>First Mortgagee</u>: An owner of a bona fide first mortgage, first trust deed or equivalent security interest covering any portion of the Property.
- (l) <u>First Unit Owner Board of Managers</u>: The initial Board that is comprised of a majority of Unit Owners other than the Declarant.
- (m) <u>Limited Common Elements</u>: A portion of the Common Elements which is designated by this Declaration or the Plat as being a Limited Common Element appurtenant to and for the exclusive use of Unit Owner of one or more, but less than all, of the Dwelling Units. The Limited Common Elements shall include, but not be limited to:
 - (i) That part of the Common Elements contiguous to and serving a single Unit exclusively as an inseparable appurtenance thereto including specifically such portions of the perimeter walls, floors and ceilings, windows, doors and all fixtures and structures therein which lie outside the Unit boundaries, pipes, ducts, flues, shafts, electrical wiring or conduits or other system or component parts thereof which serve and Unit exclusively to the extent such a system or component part is located outside boundaries of a Unit;

Remove. There is no parking garage and all nearby parking spaces are public property within the right-of-way

- (ii) The Parking Garage, which shall be a Limited Common Element appurtenant to the Unit to which a Parking Space is assigned;
- (iii) Each balcony, which shall be a Limited Common Element appurtenant to the Unit which it serves.
- (n) <u>Maintenance Fund</u>: All monies collected or received by the Association pursuant to the provisions of the Condominium Instruments.

Remove. All nearby parking spaces are public property within the rightof-way. Reserving spaces not permitted

- (o) <u>Majority</u>: The owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.
- (p) Occupant: A Person or Persons, including a Unit Owner, in possession of one or more Units.
- (q) Parcel: The lot or lots, tract or tracts of land, described in Exhibit A attached hereto, together with improvements and rights appurtenant thereto, submitted to the provisions of the Act.
- (r) <u>Parking Space</u>: That portion of the Property which is designed and intended to be used for the purpose of parking a single automobile, and which is separately identified on the Plat by a distinguishing number assigned to it.
- (s) Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (t) Plat: A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which shall consist of a three-dimensional horizontal and vertical delineation of all such Units and such other data as, may be required by the Act.
- (u) Property: All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the natural use, benefit and enjoyment of the Unit Owners, submitted to the provisions of the Act.
- (v) Record: To record in the Office of the Recorder of Deeds of Will County, Illinois.
- (w) Reserves: Those sums paid by Unit Owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the Condominium Instruments.
- (x) <u>Unit</u>: Any part of the Property designed and intended for any type of independent use and which is designated on the Plat as a Unit.
- (y) <u>Unit Owner</u>: The person or persons whose estates or interests, individually or collectively, possess fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.
- (z) <u>Village</u>: The Village of Frankfort, Illinois.

ARTICLE II

UNITS

 Description. All Units are delineated on the Plat attached hereto as Exhibit D and made a part of Declaration. The Units are legally described as being a part of the following described property:

THE SOUTH 36-1/2 FEET OF LOT 3, AND ALL OF LOT 4 IN BLCOK 1 IN BOWEN'S SUBDIVISION OF BLOCKS 1, 12 AND 13, IN THE ORIGINAL TOWN OF FRANKFORT, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29, 1857, AS DOCUMENT NUMBER 27610, IN WILL COUNTY, ILLINOS.

LEGAL DESCRIPTION FOR CROSS ACCESS EASEMENT - INGRESS/EGRESS:

THE COMMON AREAS AS THEY MAY EXIST FROM TIME TO TIME ON THE PLAT OF CONDOMINIUM

The new Plat of Resubdivision should contain a new legal description. This legal also does not match the existing legal on Will County

UNDERLYING PIN: 19-09-28-208-003-0000

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth and identified as a Unit in the delineation thereof in Exhibit D. The legal description of each Unit shall consist of the identifying number or symbol of such Unit followed by the legal description of the Property, as shown on Exhibit D. Except as provided by the Act, no Unit Owner, shall, by deed, Plat or otherwise, subdivide or in any other manner cause the Unit to be separated into any tracts or Parcels different from the whole Unit as shown on Exhibit D.

2. <u>Certain Structures Not Constituting Part of a Unit.</u> No structural components of the Building, and no pipes, wires, conduits, public utility lines (to the outlets), ducts, flues, and shafts situated within a Unit or running through a Unit and forming part of any system serving one or more other Units, or extending into the Common Elements or any part thereof, shall be deemed part of a Unit, but shall be considered Common Elements.

ARTICLE III COMMON ELEMENTS

Staff thought that the residential units would be rentals, not individually owned, please confirm

- 1. Ownership of Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Unit Owners of the Property, and, except as otherwise limited in the Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of their Unit as a place of business, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with their Unit. Such right shall extend to each Unit Owners, and the agents, employees, tenants, contractors, visitors, licensees, and invitees of each Unit Owner. Each Unit Owner's interest shall be expressed by a percentage amount and shall remain constant and unless otherwise provided in the Act or herein, may not be changed without unanimous approval of all Unit Owners, unless changed by Recorded amendment to this Declaration consented to in writing by all Unit Owners. The Declaration has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto, and each Unit Owner accepts such determination.
- Limited Common Elements. The Limited Common Elements are as described and defined in Article I of this Declaration. All expenses relating to the Limited Common Elements shall be borne exclusively by the Unit(s) which they serve.
- 3. Transfer of Limited Common Elements. The use of Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the Condominium Instruments and the provisions of the Act. Each transfer shall be made by an amended to the Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Units who have any right to use the Limited Common Elements affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board. The amendment shall contain a statement from the parties involved in the transfer which sets forth any change in the Unit Owners' proportionate share. If the Unit Owners cannot agree upon a reapportionment of their proportionate share, the Board shall decide such reapportionment. No transfer shall become effective until the amendment has been recorded.

Rights and obligations with respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section and of the Act.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

Submission of Property to Provisions of Act. The Property is hereby submitted to the provisions
of the Act.

2. No Severance of Ownership. No Unit Owners shall execute any deed, mortgage, lease or other instrument affecting title to the Unit Ownership without including therein both their interest in the Unit and their corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

Easements.

- (a) Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any portion of the Common Elements or any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Building, a valid mutual easement shall exist in favor of the owners of the Common Element and the respective Unit Owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any Unit Owner who created an encroachment by their intentional, willful or negligent conduct or that of their agent.
- (b) <u>Utility Easements</u>. SBC/Ameritech, Commonwealth Edison Company, NICOR, the cable television company servicing the area and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus, and other equipment related to their service to the Property, into and through the Common Elements and the Units, where reasonably necessary for the purpose of providing utility and cable television services to the Property.

A Plat of
Condominium
would be used if
the residential units
are individually
owned. If owned, a
Plat of
Condominium is
needed.

- (c) <u>Cross-Access Easement</u>. The cross-access easement, described on the subdivision plat of the Olde Frankfort Mall Condominium, which was recorded in the Office of the Recorder of Deeds, Will County, Illinois as Document No. ______. As depicted on the aforesaid subdivision plat and as established by the Declaration, said easement is for the ingress/egress, which is a Common Element of the Olde Frankfort Mall Residential Condominium. The easement, or portions thereof, will be used by and for the benefit of the Unit Owners of the Olde Frankfort Mall Residential Condominium, the Unit Owners of the Olde Frankfort Mall Commercial Condominium, and the Owners of the adjacent Property, and, as such, the Common Expenses directly related to the easement shall be shared by the Unit Owners, the Unit Owners of the Olde Frankfort Mall Commercial Condominium, and the Owners of the adjacent Property as more fully described and established in the Declaration.
- 4. Easements and Rights to Run with Land. All easements and rights described herein and in the Declaration are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and any Unit Owner, purchaser, mortgagee, and other Person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustee of such Unit as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V

COMMON EXPENSES, MORTGAGES, AND REAL ESTATE TAXES

1. <u>Common Expenses</u>. Each Unit Owner, including Declarant, shall pay their proportionate share of the Common Expenses of administration, maintenance, and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration, By-Laws, or otherwise lawfully agreed upon. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as their percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the

Common Expenses when due, the amount thereof together with any interest, late charges, reasonable attorneys' fees incurred prior to or after the initiation of any court action, costs of collection and the amount of any unpaid fine shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.

- 2. Separate Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on their respective Unit together with their respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or a ffecting the Property or any part thereof, except only to the extent of their Unit and their respective ownership interest in the Common Elements.
- 3. Separate Real Estate Taxes. It is understood that real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or any other lawful taxing or assessing body which are authorized by law to be assessed against and levied upon real property are to be separately taxed to each Unit Owner for their Unit and their corresponding percentage of ownership interest in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay their proportionate share thereof in accordance with their respective percentage of ownership interest in the Common Elements.

ARTICLE VI

INSURANCE

Fire and Hazard Insurance. Subject to Article IX of the Declaration, the Board shall acquire as a
common expense, a policy or policies of insurance insuring the Common Elements and the Units against loss or
damage from fire, lightning and other hazards contained in the customary fire and extended coverage, vandalism,
and malicious mischief endorsements for the full insurable replacement cost of the Common Elements and the Units
written in the name of the Association and which policy or policies shall include a provision that the proceeds
thereof shall be payable to the members of the Board, as trustees for each of the Unit Owners, in the percentages
established in Exhibit B.

The full insurable replacement costs of the Units shall include the replacement cost value of additions, betterments, alterations, and improvements made in and to any Unit, provided, however, the Board shall not be responsible for obtaining insurance on such additions, betterments, alterations, or improvements unless and until such owner shall make such report and request to the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board to reimburse the Board for such additional premiums, which additional premiums are deemed a common expense (chargeable solely to such Unit Owner) and upon the failure of such owners so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, betterments, alterations, or improvements.

All policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interest may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Unit Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least thirty (30) days' prior to written notice to the mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against Olde Frankfort Mall Residential Condominium Association, its officers, members of its Board, Unit Owners, occupants, employees and agents, the Association, its officers, members of the Board, the Declarant, the managing agent, if any, their respective employees and agents, and the Unit Owners and occupants, and (6) shall contain a "Replacement Cost Endorsement." The proceeds of such insurance shall be applied by the Board or by the Depositary on behalf of the Board for the reconstruction of the Building or shall be otherwise disposed of, in accordance with the provisions of the Declaration and the Act; and the rights of the mortgage of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of the Act with respect to the application of

insurance proceeds for reconstruction of the Building. Subject to the provisions of the Declaration, the Board may engage the services of, and such insurance may be payable to a Depositary to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of the Declaration. The fees of the Depositary shall be Common Expenses.

In the event of any loss in excess of ten thousand dollars (\$10,000.00) the Board shall solicit bids from good and reputable contractors before commencing any repair, reconstruction, or replacement.

Payment by an insurance company to the Board or to the Depositary, and the receipt of release from the Board or the Depositary of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any agreement under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the Depositary.

Each Unit Owner shall inform the Board in writing of additions, alterations, or improvements made by said Unit Owner to their Unit and the value thereof which value may be included in the full replacement insurance cost for insurance purposes. Any increase premium charge therefore shall be assessed to that Unit Owner under the provisions of Section 9 of the Act. If a Unit Owner fails to perform the Board as provided above and a penalty is assessed in the adjustment of a loss settlement, the Unit Owner shall be responsible for such penalty.

- 2. <u>Appraisal</u>. In accordance with the provisions of Article IX of the Declaration the full insurable replacement cost of the Property, including the Units and Common Elements, shall be determined from time to time by the Board. The Board shall have the authority to obtain an appraisal by a good and reputable appraisal company as selected by the Board.
- 3. Public Liability and Property Damage Insurance. Subject to the provisions of Article IX of the Declaration the Board shall acquire, as a Common Expense, and shall have the authority and duty to obtain, comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Property in amounts deemed sufficient in the judgment of the Board, but not for less than required by the Declaration, insuring the Board, the Association, the management agent, if any, and their respective employees, agents, and all Persons acting as agents. Declarant, its officers, directors and employees, shall be included as additional insureds in their capacity as Unit Owners and Board Members, as the case may be. The Unit Owners shall be included as additional insureds, but only with respect to that portion of the premises not reserved for their exclusive use. The insurance shall cover claims of one or more insured parties against other insured partiers. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above-named insured Persons.
- 4. Workmen's Compensation and Other Insurance. Subject to Article IX of the Declaration, the Board shall acquire, as a Common Expense, workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain, including, but not limited to insurance for the Association, its officers and management agent against liability from good faith actions allegedly beyond the scope of their authority.
- Costs are Common Expenses. Except as otherwise provided in this Declaration, premiums for all
 insurance obtained are maintained by the Association, and the cost of any appraisal required by the Declaration or
 which the Association deems advisable in connection with any insurance, shall be Common Expenses.
- 6. <u>Waiver</u>. Each Unit Owner hereby waives and releases any and all claims which they may have against any other Unit Owner, the Association, its officers, members of the Board, the Declarant, the managing agent of the Building, if any, and their respective employees and agents, Olde Frankfort Mall Residential Condominium Association, its officers, members of its board, its Declarant and any unit owner in its association, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

- 7. <u>Unit Owner's Insurance</u>. Each Unit Owner shall be responsible for their own insurance on the contents of their own Unit, and furnishings and personal property therein, and their personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. All policies of casualty insurance carried by each Unit Owner shall be without contribution as respects the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided.
- Notice. The Board shall notify insured Persons concerning the cancellation of insurance obtained pursuant to the terms of this Article.

ARTICLE VII

ADMINISTRATION AND OPERATION

- Administration. The administration of the Property shall be vested in the Board consisting of the number of Persons, and who shall be elected in the manner, provided in the By-Laws. The Declarant has caused to be established under the name of "OLDE FRANKFORT MALL RESIDENTIAL CONDOMINIUM ASSOCIATION," which shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration, and operation of the Common Elements and for such other purposes as are hereinafter provided. The Board of Directors of the Association shall be deemed to be the Board referred to herein, in the By-Laws, and in the Act.
- 2. <u>Duties and Powers of the Association</u>. The Association is responsible for the overall administration of the property through its duly elected Board. The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, the By-Laws attached hereto as Exhibit C and incorporated herein, this Declaration, however, that (i) the terms and provisions of the Act shall control in the even of an inconsistency between the Act, this Declaration, the Articles of Incorporation, or the By-Laws, (ii) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, the Articles of Incorporation or the By-Laws.
- 3. Creation of Lien and Personal Obligation. The Declarant, for each Unit, hereby covenants and each Unit Owner by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Association such assessments or other charges or payments as are levied pursuant to the provisions of this Declaration. Such assessments, or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, or other charge or payment, together with such interest and costs, shall also be the personal obligation of the Unit Owner of such Unit at the time when the assessment or other charge or payment is due.
- 4. <u>Indemnity</u>. The members of the Board and the officers of the Association shall not be liable to the Unit owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners or the Association unless any such mistake shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as their percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.
- Board's Determination Binding. In the event of any dispute or disagreement between any Unit
 Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration
 or By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.
- Administration of Property Prior to Election of First Unit Board of Managers. Until the election
 of the First Unit Owner Board of Managers, the same rights, titles, powers, privileges, trusts, duties and obligations
 vested in or imposed upon the Board by the Act and in the Declaration and By-Laws shall be held and performed by

the Declarant. The election of the First Unit Owner Board of Managers shall take place as provided in the By-Laws. If, without fault of the Declarant, the Unit Owners shall not have elected a Board before the powers of the Declarant shall have expired hereunder, the Declarant may, but shall not be obligated to, continue to serve and have the powers herein set forth until such Board is elected, but in all events shall resign if and when required to resign under applicable law.

Declarant shall have the right to specifically assign the rights, privileges, powers, options and benefits reserved to Declarant under this Declaration, and upon such specific assignment, the assignee shall be entitled to said rights, privileges, powers, options and benefits as fully and to the same extent and with the same effect as if such assignee were herein by name specifically granted such rights, privileges, powers, options and benefits. All powers, privileges, easements, rights, reservations, restrictions and limitations herein provided or otherwise created for the benefit of Declarant shall inure to the benefit of Declarant's designees, successors and assigns, including, without limitation, any holder of a mortgage from Declarant which holder acquires Declarant's interest in all or part of the Property by foreclosure or deed in lieu thereof.

Within sixty (60) days following the election of a majority of the First Unit Owner Board of Managers, the Declarant shall deliver to the Board:

- (a) All original documents pertaining to the Property and its administration such as the Declaration,
 By-Laws, Articles of Incorporation, Condominium Instruments, minutes, rules and regulations;
- (b) A detailed accounting by the Declarant, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property.
- (c) Association funds which shall have been at all times segregated from any other monies of the Declarant;
- (d) A schedule of all personal property, equipment and fixtures belonging to the Association, including documents transferring the Property; and
- (e) Any contract, lease, or other agreement made prior to the election of the First Unit Owners Board of Managers by or on behalf of the Unit Owners.

ARTICLE VIII

MAINTENANCE, ALTERATIONS, DECORATING, AND SIGNAGE

Maintenance, Repairs, and Replacements. Each Unit Owner shall furnish and be responsible for, at their own expense, all of the maintenance, repairs, and replacements within their own Unit, and shall keep such Unit in good order and repair. Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Board as part of the Common Expenses, subject to the rules and regulations of the Board.

The Board may cause to be discharged any mechanics' lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any Occupant of such Unit or by mailing the same by certified or registered mail addressed to the owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board) the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

If, due to the act or neglect of a Unit Owner or of their agent, servant, tenant, family member, invitee, licensee, guest, business invitee or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others (including Units owned by others in Olde Frankfort Mall Residential Condominium), or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements as may be determined by the Board, to the extent not covered by insurance.

Subject to the provisions of the Declaration, the Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Article VIII, paragraph 1. All expenses which are chargeable to any Unit Owner pursuant to this Section 1, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

- Limited Common Elements. Any charge or expense in connection with expenditures for the Limited Common Elements shall be assessed only against that Unit or Units to which such Limited Common Elements are assigned.
- 3. Alterations, Additions or Improvements. No alterations of any Common Elements or any additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board. Notwithstanding the foregoing, any Unit Owner may make alterations, additions, and improvements within their Unit and the Limited Common Elements appurtenant thereto, without the prior written approval of the Board, but, in any event, such Unit Owner shall be responsible for any damage to other Units (including Units within Olde Frankfort Mall Residential Condominium), the Common Elements, or the Property as a result of such alterations, additions or improvements. Nothing shall be done in any Unit, or in, on or to the Common Elements, which will impair the structural integrity of the Building(s) which Olde Frankfort Mall Residential Condominium is a part of.
- 4. Decorating. Each Unit Owners shall furnish and be responsible for, at their own expense, all of the decorating within their own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. Decorating of the Common Elements (other than interior surfaces with the Units as above provided) and any redecorating of Units to the extent, made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses.
- Signage. No signage shall be installed on the exterior of the Building, the Units, the doors to the
 Units or entrances leading to the Units, including, but not limited to, any exterior lighting, decorations, banners, and
 temporary or portable signs without the prior written approval of the Board.

Notwithstanding anything contained herein, the provision of this paragraph 5 of Article VIII shall not apply to any signage erected, installed or maintained by the Declarant for sales advertising purposes.

ARTICLE IX

SALE, LEASING, OR OTHER ALIENATION; RESTRICTIONS REGARDING USE AND OCCUPANCY

- Covenants and Restrictions as to Sale or Lease of a Unit.
- (a) There are no restrictions with respect to the sale or lease of a Unit, provided, however, that no Unit may be sold or leased to a person or entity which will operate a business from or use the Unit in violation of this Declaration, the Act or any Statute of the State of Illinois or Ordinance (zoning or otherwise) of the Village of Frankfort. If a sale, lease, devise or gift of any Unit is made by any Unit Owner, the purchaser, lessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such prior Unit Owner with respect to such Unit as provided in the Declaration and By-Laws. Any Unit Owner making any such lease shall not be relieved thereby from any obligations under this Declaration and By-Laws. All leases shall be in writing with a copy delivered to the Board. All leases shall specifically state

that any lessee is subject to the provisions of the Declaration, the By-Laws, and any and all Rules and Regulations of the Association, and that any failure of the lessee to comply therewith shall be a default under the lease. The Board may adopt such rules and regulations applicable to the leasing of Units as it deems advisable and necessary. Notwithstanding anything contained herein, the provisions of this paragraph 1 of Article IX and any rules or regulations adopted hereto by the Board shall not at any time apply to any Units owned by the Declarant.

- (b) At no time shall more than twenty percent (20%) of the total number of Units of the Olde Frankfort Mall Residential Condominium be leased by Unit Owners to any parties and so long as the aforesaid limit has been reached, any purported lease made by a Unit Owner which would cause said Unit to be exceeded shall be null and void and of no further force or effect. The Board shall inform any Unit Owner requesting such information, the number of Units then under lease.
- Covenants and Restrictions as to Use or Occupancy of Units and Common Elements.
- (a) No Unit may be used for purposes other than housing and related common purposes for which the Property was designed. Each Unit, and any two or more adjoining Units used together, shall be used as a residence for a single family, and for no other purpose, except that professional and quasi-professional Occupants may use their residences as facilities ancillary or secondary to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner or Occupant from (i) maintaining his personal professional library, (ii) keeping his personal business or professional records or accounts, (iii) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared to be customarily incident to the principal residential use and not in violation of such restrictions.
- (b) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property. The right is reserved by the Declarant or its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements. Until all the Units are sold and conveyed, the Declarant shall be entitled to access, ingress and egress, to the Property as they shall deem necessary in connection with the sale of, or work in, the Building or any Unit. The Declarant shall have the right to use any unsold Unit or Units as a model for sales or display purposes, and to relocate the same from time to time, and to do such other things as may be necessary or advisable in Declarant's sole opinion to facilitate the sale or lease of unsold Units.
- (c) No animals, livestock, or fowl of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that no more than one (1) customary household pet such as a dog and cat may be kept in the Unit provided that such household pet shall not exceed thirteen (13) pounds in weight. All such permitted household pets shall be kept subject to rules and regulations adopted by the Board, provided that such permitted pets are not kept, bred or maintained for any residential purpose; provide further that any pet permitted to be kept hereunder which causes or creates, in the opinion of the Board, a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board. The Board shall have sole discretion to determine whether such a nuisance or disturbance exists.
- (d) The Parking Spaces shall be used for parking of one (1) vehicle only per Unit, in each Unit assigned Parking Space. Nothing shall be kept or stored in the Parking Space without the prior consent of the Board, and the Parking Spaces shall not be obstructed in any way.
- (e) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building without the prior consent of the Board. No Unit Owner shall permit anything to be done or kept in their Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or which would be in violation of any law. No waste shall be committed in or on the Common Elements.
- (f) Nothing shall be done in any Unit or in, on or to the Common Elements, or in, on or to the Limited Common Elements, which will impair the structural integrity of the Building or which would structurally

Can note that
each unit is only
permitted one
vehicle, but
public parking
spaces in ROW
or in public
parking lots can't
be assigned.
Parking will be
first-come basis

change the Building, except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

Please add that laundry may not be hung outside to dry (just to be clear)

- (g) Nothing shall be altered or constructed in or removed from the Common Elements (including Limited Common Elements) except upon the written consent of the Board.
- (h) No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of the walls or roof of the Building, and no sign, awning, canopy, shutter, radio or television antenna, satellite dish greater than 18" in diameter shall be affixed to or placed upon the exterior walls or roof or any part thereof of the Building, without the prior consent of the Board. Any permitted radio or television antenna or satellite dish must be installed so that it is screened from view as the Board shall approve. Window coverings exposed to the outside from any Unit shall be a uniform white or off-white or beige color, subject to exceptions permitted by the Board on an individual basis.
- (i) No unlawful, noxious, or offensive activities shall be carried on in any Unit in or on the Common Elements or elsewhere on the Property, nor shall anything be done therein or thereon that, in the judgment of the Board, constitutes a nuisance or causes unreasonable noise or disturbance to others. Without limited the generality of the preceding sentence, the common areas of the Property and the Limited Common Elements, such as but not limited to patios, shall be used in an orderly manner, and common walkways and landscaped areas of the Property shall not be used for ball-playing, roller skating or roller blading, bike riding, skate boarding, or similar activities.
- (j) Trash, garbage, and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean sanitary manner in trash receptacles designated by the Association, and as prescribed from time to time in rules and regulations of the Board.

 [add "shall be disposed of using the trash chute"]
- (k) That part of the Common Elements separating and located between and exclusively serving two or more adjacent Units used together (including, but not limited to, portions of any walkway) may be removed or otherwise altered ingress and egress to and from such Units and to afford privacy to the Occupants of such Units when they use such Common Elements, and that part of the Common Elements so removed or otherwise altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provide that: (i) such alterations shall not weaken, impair or endanger any of the Common Elements or any Unit; (ii) the Unit Owner or Owners desiring to make such alterations shall notify the Board of the nature thereof within ten (10) days prior to commencing work, (iii) the expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alterations, (iv) such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alterations in the event such Units caused to be used together, and (v) such alterations shall not interfere with use and enjoyment of the Common Elements, other than the aforesaid part of the Common Elements separating such adjacent Units, including, but not limited to, reasonable access and ingress to and egress from the other Units in the walkway affected by any such alterations.
- (1) Nothing shall be stored in or on the Common Elements except as otherwise herein provided. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner or Occupant, and shall be subject to any easement presently in existence or entered into by the Board at some future time affecting any part or all of the Common Elements.
- (m) The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with any Unit Owner or Occupant, and shall be subject to any easement presently in existence or placed into existence by the Board at some future time affecting any part or all of the Common Elements. Nothing shall be stored in or on the Common Elements except as otherwise herein provided.

(n) Vehicles (which term when used herein shall include motorcycles) shall be parked only in those areas separately striped and otherwise marked as parking spaces or parking areas. The parking spaces or

Remove?
There are no outdoor landscaped areas for the residential CCR's because they're on the 2nd & 3rd floors

Remove. Parking is public, not private. parking areas shall be used only by the Unit Owners or Occupants, and their guests, invitees, and employees.

- (o) Except as hereinafter provided, 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 parked on the Property. The foregoing restrictions shall not prohibit the temporary parking of trucks and other vehicles providing delivery services to the Property.
- (p) No vehicle shall be parked overnight except for (i) no more than one (1) vehicle for each Unit in Olde Frankfort Mall Residential Condominium ("Residential Condominium"), and (ii) no more than one (1) vehicle for each Unit in Olde Frankfort Mall Commercial Condominium ("Commercial Condominium"), which vehicle shall be limited in size to that of a standard utility van.

This sentence should be removed.
There's no space to park a delivery truck on private property and CCR's shouldn't regulate parking within the ROW



ARTICLE X

REMEDIES FOR BREACH OR VIOLATION

The violation by any Unit Owner (either by their own conduct or by the conduct of their tenant, any other occupant of their Unit, or their invitee or guest) of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or in the By-Laws contained, shall, in addition to any other rights provided for in this Declaration or the By-Laws, give the Association the right: (a) to enter upon the Unit, or any portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has (a) first given the Unit Owner alleged to have violated any restriction, condition or regulation adopted by the Association or to be in breach of any covenant or provision herein or in the By-Laws contained, a hearing on such allegations pursuant to rules and regulations adopted by the Association, (b) the Association shall have determined such allegations to be true, and (c) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to the Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this Article X, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials shall be paid by the Unit Owner in violation, and until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided by Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

Furthermore, if after hearing and finding as aforesaid and failure of the Unit Owner to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner, a ten (10) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control their Unit and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use, or control the Unit owned by them on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all the right, title, and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from requiring their interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or

any liens shall be paid to the Unit Owner. Upon the confirmation of a foreclosure, the purchaser at the foreclosure sale shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration and By-Laws.

ARTICLE XI

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies purchased by the Association insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration, or reconstruction shall, subject to the provisions of the Declaration, be undertaken and the insurance proceeds thereof shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as provided in Article XIII hereof or withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as herein provided, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken, the net proceeds of said insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B, after first paying out the amount of any unpaid liens on their Unit, in the order of the priority of such liens.

Insufficient Insurance.

- (a) Subject to the provisions of the Declaration, if insurance proceeds are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Building within one hundred and eighty (180) days from the date of damage or destruction, the Board may record a notice setting forth such facts and upon the recording of such notice:
 - The Property shall be deemed to be owned in common by the Unit Owners;
 - (ii) The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such owner in the Common Elements:
 - (iii) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property as provided herein; and
 - (iv) The Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property purchased by the Association, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of undivided interest owned by each owner in the Property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.
- (b) Subject to the provisions of the Declaration, in the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered untenantable, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held upon notice within thirty (30) days following the final adjustment of insurance claims, if any. Otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting the Board, or its representative, shall present to

the members in attendance an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

- (c) In the case of damage or other destruction, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board of Managers. The payment of just compensation or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use.
- Cessation of Common Expenses. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit owner shall case.

ARTICLE XII

EMINENT DOMAIN

- Condemnation. Subject to the provisions of the Declaration, in the event of a taking or 1. condemnation by competent authority of any part of the Property, the Association, shall, if necessary, restore the improvements on the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. In the event that part or all of one or more units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Act and the percentage of ownership interest in the Common Elements allocated to such Unit or portion thereof (as determined by the Board on the basis of diminution in market value of the Unit) shall be reallocated among the remaining Units on the basis of the relative percentage of ownership interests in the Common Elements of the remaining Units. In such cases, this Declaration and the Plat shall be amended accordingly, pursuant to the provisions of the Act. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be equitably reduced.
- 2. Reallocation of Common Elements and Condemnation Award. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein.

 Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use.

 Cessation of Common Expenses. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

ARTICLE XIII

SALE OF THE PROPERTY AND REMOVAL OF PROPERTY FROM THE ACT

- 1. Sale. The Unit Owners, through the affirmative vote of Voting Members having at least seventyfive percent (75%) of the total votes, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall given written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner or form as may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale as approved, shall be entitled to receive from the proceeds of such sale an amount equivalent to the fair market value of their interest, as determined by arbitration provided for herein, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on the fair market value of such interest, the Unit Owner and the Board shall each select an appraiser, and the two so selected shall select a third appraiser, and the fair market value, as determined by the third appraiser, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall determine the value of the Unit Owner's interest. The cost of the appraisal shall be divided equally between the Unit Owner and the Board, and the Board's share shall be a Common Expense.
- 2. Removal from Act. All of the Unit Owners may remove the Property from the provisions of the Act by an instrument to that effect duly recorded, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the undivided interest of the Unit Owner. Upon such removal, the Property shall be deemed to be owned in common by all the Unit Owners. The undivided interest in the Property owned in common which shall appertain to each owner shall be the percentage of undivided interest previously owned by such owner in the Common Elements. Notwithstanding the foregoing, the Property may not be removed from the provisions of the Act unless all Unit Owners of the Olde Frankfort Mall Residential Condominium, together with the holders of all liens affecting any of the Units consent thereto or agree, in either case by instruments duly recorded.

ARTICLE XIV

GENERAL PROVISIONS

Amendments.

- (a) Subject to the provisions of this Article XIV, the Condominium Instruments may be amended, changed, or modified only upon the affirmative vote of three-fourths (3/4) of the Unit Owners; provided, however, that if any provision of the Act or any other provision of this Declaration, or the By-Laws expressly provides for different methods of amendment or different majorities of affirmative votes necessary to amend, such provisions shall control over the provisions of this Article XIV. Prior to the recording of any amendment to the Condominium Instruments, an affidavit, executed by an officer of the Association, shall be attached to such amendment. Such affidavit must certify that the requisite affirmative vote of Unit Owners (or of the Board if applicable) and the approval of all mortgagees having bona fide liens of record against the Units (only if any provision of the Condominium Instruments require such approval by mortgagees) has been made and given and that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against the Units no less than ten (10) days prior to the date of such affidavit.
- (b) Any amendment, change or modification of the Condominium Instruments shall be effective upon the recording of such instrument in the office of the Recorder of Deeds of Will County, Illinois, unless the

instrument sets forth a different effective date. No provision in the Condominium Instruments may be amended, changed or modified so as to conflict with the provisions of the Act. A copy of any amendment, change or modification shall be provided to all Unit Owners. Unless otherwise provided by the Act, amendments to the Condominium Instruments shall be executed and recorded by the President of the Association or by such other officer authorized by the Board.

- (c) Subject to the terms of this Article XIV, no amendment which affects the rights, privileges or obligations of Declarant or its agents, successors or assigns shall be effective without the prior written consent (contained on the face of any such amendment) of any such party whose rights, privileges or obligations are, or would be, so affected.
- (d) Except to the extent authorized by other provisions of this Declaration or by the Act, no amendment to the Condominium Instruments shall change the boundaries of any Unit or the undivided interest in the Common Elements, the number of votes in the Association, or the liability for Common Expenses appertaining to a Unit.
- (e) Notwithstanding any other provisions of this Declaration, Declarant reserves for itself, and on behalf of the Board, the right at any time from time to time to record an amendment to this Declaration, including any Exhibit hereto, or any supplement or amendment thereto, to (i) conform this Declaration with the requirements of the Act or any ordinance of the Village of Frankfort, Illinois; or (ii) correct clerical, typographical or inadvertent errors in this Declaration or in any of the Exhibit hereto; or (iii) complete the data on the Plat after improvements constructed at any time on the Parcel are completed subsequent to the time this Declaration is first recorded; or (iv) comply with requirements of the Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or (v) induce any of such agencies or entities to make, purchase, sell, insurance, or guarantee first mortgages covering the Units. In the furtherance of the foregoing, each Unit Owner and each holder of a mortgage, trust deed, or lien affecting any Unit and each Person having any other interest in the Property hereby grants to Declarant and Board and each of them (and Declarant hereby reserves for each of them) an irrevocable Power of Attorney coupled with an interest on behalf of each Unit Owner and each such holder or Person to make, sign, and record on behalf of each Unit Owner and each such holder and Person any amendment described in this Article XIV. Each deed, mortgage, trust deed, or evidence of obligation or other instrument affecting a Unit or the Property and the acceptance of any such instrument shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the aforedescribed Power of Attorney to Declarant, to make, sign and record on behalf of each of the Unit Owners, holders and Persons described in this Article XIV any amendment described in this Article XIV. The Power of Attorney described in this Article XIV shall terminate three (3) years from the recording date of this Declaration.

Notices.

(a) Notices provided for in the Act, this Declaration or the By-Laws shall be in writing, and shall be addressed to (i) the Association (in care of its Secretary), or the Board, as the case may be, at 219 Olde Frankfort Mall, Frankfort, Illinois 60423, and to each Unit Owner at the address assigned to said Unit Owner's Unit, or, in either case, at such other address of which notice has been given as provided herein below. The Association and the Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to them by giving written notice to the Association. Notices addressed as above shall be deemed delivered two (2) business days after mailing by United States registered or certified mail, return receipt requested, or on the day when delivered in person with written acknowledgement of the receipt thereof.

- (b) Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by the Act, this Declaration is to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.
- (c) Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such part at their or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.
- 3. Binding Effect. Each grantee of the Declarant, by acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by the 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 the Property or any Unit, and shall inure to the benefit of such Unit Owner in the like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.
- 4. <u>Non-Waiver</u>. Except as expressly provided in this Declaration to the contrary, no consent or waiver, expressed or implied, by any interested party referred to herein, to or of any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein, shall be deemed a consent to or waiver of the performance by such party of any other obligations hereunder, or the performance by any other interested party referred to herein or of the same, or of any obligations hereunder.
- 5. <u>Waiver of Damages</u>. The Declarant nor its respective representatives or designees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted to or delegated by or pursuant to this Declaration, or in the Declarant's capacity as developer, contractor, Owner, manager, seller or lessor of the Property whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise <u>excontractu</u> or <u>ex delictu</u> (except in case of willful malfeasance). Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, Occupant, the Board, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services.
- Invalidity. The invalidity of any covenant, restriction, condition, limitation, or any other provision
 of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability, or
 effect of the remainder of this Declaration.
- 7. Perpetuities and Restraints. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violations of (a) the rule against perpetuities or some analogous statutory provision, (b) the rules restricting restraints or alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants of George Walker Bush, President of the United States.
- 8. <u>Liens</u>. In the even any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against the Units or against the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in the Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien.

The owner of such Unit shall not be liable for any claims, damages, or judgments entered as a result of any action or inaction of the Board other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability

for any judgment entered against the Board or the Association, if any, shall be limited to their proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of their Unit, or caused by their own conduct.

If as a result of work expressly authorized by the Board, a mechanics' lien claim is placed against the Property or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized it and consented thereto and shall be liable for the payment of their Unit's proportionate share of any due and payable indebtedness.

- 9. Release of Claims. Each Unit Owner hereby waives and releases any and all claims which they may have against any other Unit Owner, Occupant, the Association, its officers, members of the Board, the Declarant, the managing agent, their respective employees and agents, the Olde Frankfort Mall Residential Condominium Association, its occupants, unit owners, officers and members of its board for damage to the Common Elements, the Units, or to any personal Property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.
- Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a mixed use commercial/office/retail and residential condominium building.
- 11. Headings. The headings and captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the sections and articles to which they apply.
- Number and Gender. As used in this Declaration, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.
- 13. Land Trust Owners' Exculpation. In the event title to any Unit ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation, and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit ownership under such trust and 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, and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any claim 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 the Unit ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit ownership.

IN WITNESS WHEREOF, the and attested by its Secretary this		its name to be signed in these presents by its President , 2023.
		SHI-NAPS, LLC – SERIES 1 OLDE FRANKFORT MALL
		By: Name: Its President
ATTEST:		
By:		
Name:		
Its Secretary		
STATE OF ILLINOIS) COUNTY OF)	s.	
COUNTY OF		
that, who is the l FRANKFORT MALL, personally know instrument as such President and Secret that they signed and delivered the said i	President and Secretary vn to me to be the sam ary, respectively, appearstrument as their free	County and State aforesaid, DO HEREBY CERTIFY, of SHI-NAPS, LLC – SERIES 1 – OLDE e persons whose names are subscribed to the foregoing ared before me this day in person, and acknowledged and voluntary Act and as the free and voluntary act of the use and purposes therein set forth.
Given under my hand and seal	this day o	f , 2023.
		Notary Public
My Commission Expires:		

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL (PROPERTY)

THE SOUTH 36-1/2 FEET OF LOT 3, AND ALL OF LOT 4 IN BLCOK 1 IN BOWEN'S SUBDIVISION OF BLOCKS 1, 12 AND 13, IN THE ORIGINAL TOWN OF FRANKFORT, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29, 1857, AS DOCUMENT NUMBER 27610, IN WILL COUNTY, ILLINOS.

LEGAL DESCRIPTION FOR CROSS ACCESS EASEMENT - INGRESS/EGRESS:

THE COMMON AREAS AS THEY MAY EXIST FROM TIME TO TIME ON THE PLAT OF CONDOMINIUM

UNDERLYING PIN: 19-09-28-208-003-0000

EXHIBIT B

PERCENTAGE OF OWNERSHIP INTEREST TABLE FOR CONDOMINIUM UNITS IN OLDE FRANKFORT MALL RESIDENTIAL CONDOMINIUM FRANKFORT, ILLINOIS

Percentage of Ownership Unit

Total 100%

EXHIBIT D

PLAT OF SURVEY FOR OLDE FRANKFORT MALL RESIDENTIAL CONDOMINIUM ATTACHED HERETO



SCHOOL DISTRICT CERT	TIFICATE		
STATE OF ILLINOIS)		
) SS		
COUNTY OF	_		
	t of our knowledge sai	d property is located within the	Mall Residential Condominium, e boundaries of Elementary School
Dated:	, A.D. 2023		
SHI-NAPS, LLC – SERIES	1 – OLDE FRANKFO	ORT MALL	
BY:		ATTEST;	
President		Secretary	
NOTARY PUBLIC			
STATE OF ILLINOIS) ss		
COUNTY OF	_) 33		
I,	, a not	ary public in and for said Coun	nty in the State aforesaid, do hereby
certify that	, Pres	ident, and	, secretary, of SHI-NAPS,
LLC - SERIES 1 - OLDE F	RANKFORT MALL,	an Illinois limited liability con	, secretary, of SHI-NAPS, npany, personally known to me to
		the foregoing instrument, app	
acknowledged that they sign	ed and delivered the fo	oregoing instrument as their ow	on free and voluntary act and as the
free and voluntary act of said	d corporation.		
Given under my hand and no	atomial and this	day of	A D. 2023
Given under my nand and no	otariai seai tiiis	day or	, A.D. 2023
BY:		_	
Notary Public			
		My commission ex	xnires
		and a committee of	7









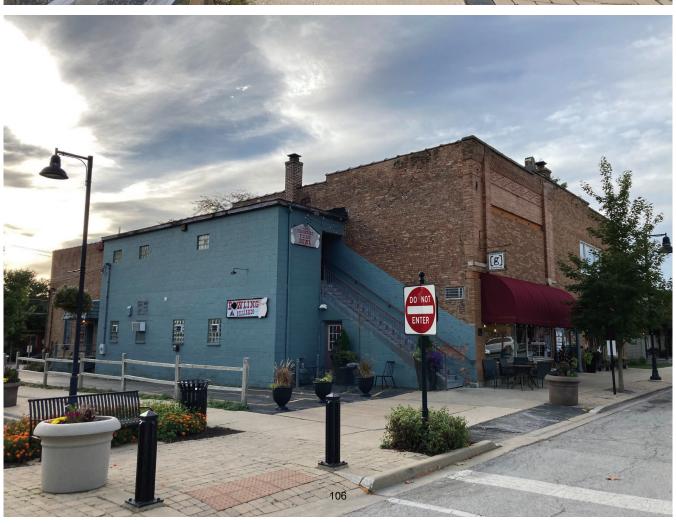






















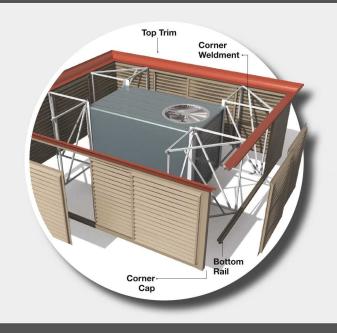




Innovative Rooftop Screens

Attractive, code-compliant and long lasting, Envisor equipment screens offer affordable, elegant, customized screening solutions that blend into the overall design, all with no rooftop penetration. Our patented roof screen system provides practical solutions for municipal screening requirements of HVAC units, chillers, air handlers, power exhausts, roof stacks and communication equipment. You name it, we can screen it!

- Zero Rooftop Penetration
- ABS or Metal
- Sliding Panels for Easy Service Access









THE LEADING ROOF SCREEN CHOICE OF ARCHITECTS, BUILDING OWNERS AND CONTRACTORS FOR MORE THAN 20 YEARS.





envisor

DESIGN OPTIONS

Envisor screens are the perfect alternative to parapet walls and they satisfy even the strictest screening code requirements. Both styles feature our patented attachment method, which secures our screens directly to the equipment with no rooftop penetration. Post mounted options are also available. Screen heights are available to shield virtually anything you desire. Envisor systems can be stacked up to three panels high to enclose tall RTUs.





PANEL STYLES

Panels are available in ten standard styles, allowing you to match or coordinate with the building design. The panels are constructed of thermoformed, high-impact ABS with a co-extruded UV protective layer on both sides or choose one of our metal series options in a variety of thicknesses and finishes. The panels are held firmly in place using a rust-free, double tracked aluminum rail system. This enables the panels to slide side-to-side for easy access to the unit during servicing and maintenance.

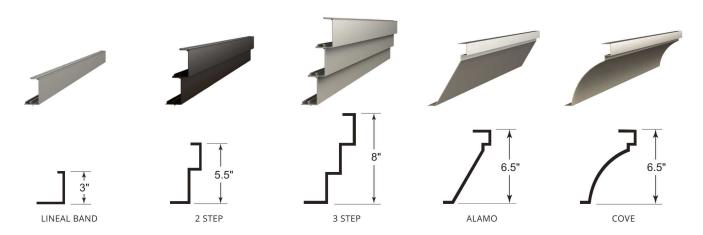




(877) 727-3367 • cityscapesinc.com

TOP TRIM STYLES

OPTIONAL — Decorative top trim options offer the flexibility to further customize the elegant appearance of the screens by picking up building design elements and incorporating those details into the screen. Although optional, they offer one more way to make screens part of the design, not part of the problem. *Prices vary by style*.



COLORS

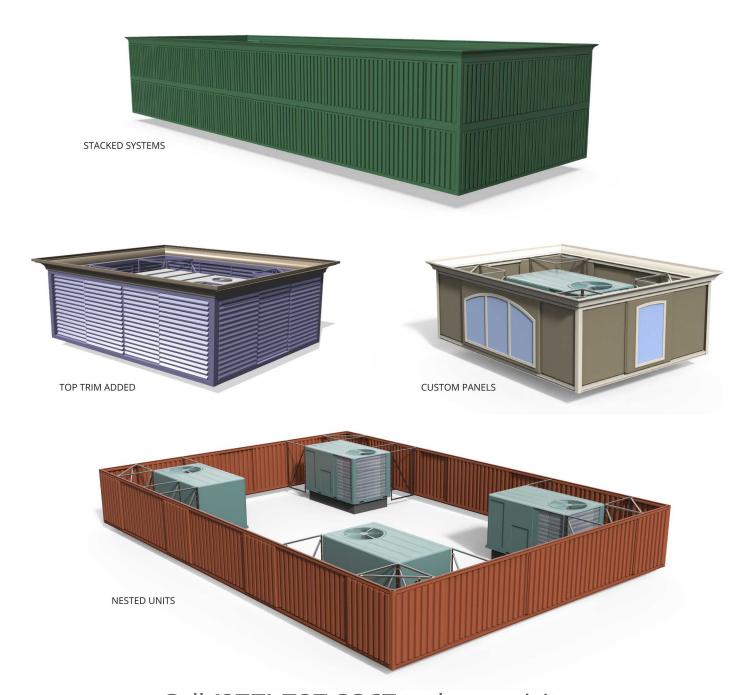
Our designer colors complement most architectural applications, but don't let standard colors limit your creativity. We have the ability to match any cross-referenced color specifications. Send us samples to match. We've even matched a color to a rock! Colors are approximations. Please call for actual samples.





CUSTOM SOLUTIONS

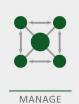
Envisor equipment screens can be manufactured in a limitless combination of shapes and configurations to help reduce cost, add to the aesthetics of a building or both. Let us design one for you! Just tell us the equipment manufacturer, the model numbers and any special requirements you might have. *Additional costs may apply.



Call **(877) 727-3367** today or visit our website at **cityscapesinc.com**.











THE COMPLETE SOLUTION

We get it. You're busy. We want you to be able to focus on the parts of your project that matter most to you. That's why we provide each customer with a project manager — a single point of contact. Tell us what you need and we'll coordinate everything from design and engineering to manufacturing and installation so you can spend your time on more important things.

CityScapes

ARCHITECTURAL INNOVATIONS

(877) 727-3367 • cityscapesinc.com Envisor® | Covrit® | ToughGate™ | NatureScreen® | Planx® Planters

OLDE FRANKFORT MALL PROPOSED NEW 3-STORY MIXED USE DEVELOPMENT

15 ASH STREET / 22 WHITE STREET, FRANKFORT, ILLINOIS 60423

SHEET INDEX

P-0 TITLE SHEET AND PROJECT INFORMATION

15 ASH STREET RESUBDIVISION PLAT PLAT OF SURVEY

L-1 LANDSCAPE PLAN



ISSUED FOR PCZBA - 04/28/2023





(708) 799-4400 WWW.LINDENGROUPINC.COM

2021-0226 04/28/2023

COVER

VICINITY MAP (NOT TO SCALE) INDICATES SITE LOCATION

Easement Provisions An easement for serving the subdivision and other property with electric and communications service is hereby reserved At&t Telephone Company Commonwealth Edison Company

their respective successors and assigns, jointly and severally, to install, operate, maintain and remove, from time to time, facilities used in connection with underground transmission and distribution of electricity and sounds and signals in, under, across, along and upon the surface of the property shown within the dashed lines on the plat and marked "Easement", the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", and the property designated on the plat as "Common area or areas", and the property designated on the plat for streets and alleys, whether public or private, together with the right to install required service connections under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over grantees' facilities or in, upon or over the property within the dashed lines marked "Easement" without the prior written consent of grantees. After installation of any such facilities, the grade of the subdivided 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 that meaning set forth for such term in Section 2(e) of "An act in relation to condominiums" (Illinois Revised Statutes, Ch. 30, par. 302(e), 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 appurtenance 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, "outlots", "common elements", "open space", "open area", "common ground", "parking and common area" The terms "common area or areas" and "Common Elements" includes 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 or retention pond, or mechanical equipment. Relocation of facilities will be done by Grantees at cost of Grantor/Lot Owner, upon written request.

An easement is hereby reserved for and granted to

NI-Cor Gas Company

its respective successors and assigns ("NI-Cor") to install, operate, maintain, repair, replace and remove, facilities used in connection with the transmission and distribution of natural gas in, over, under, across, along and upon the surface of the property shown on this plat marked "Easement," "Common Area or Areas" and streets and alleys, whether public or private, and the property designated in the Declaration of Condominium and/or on this plat as "Common Elements," together with the right to install required service connections over or under the surface of each lot and Common Area or Areas to serve improvements thereon, or on adjacent lots. and Common Area or Areas, and to serve other property, adjacent or otherwise, and the right to remove obstructions, including but not limit to, trees, bushes, roots and fences, as may be reasonably required incident to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions shall not be placed over NI-Cor's facilities or in, upon or over the property identified on this plat for utility purposes without the prior written consent of NI-Cor. 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 that meaning set forth for such term in Section 605/2(e) of the "Condominium Property Act" (Illinois Compiled Statutes, Ch. 765, Sec. 605/2(e)) as amended from time to time.

The term "Common Area or Areas" is defined as a lot, parcel or area of real property, including real property surfaced with interior driveways and walkways, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the property, even though such areas may be designated on this plat by other terms.

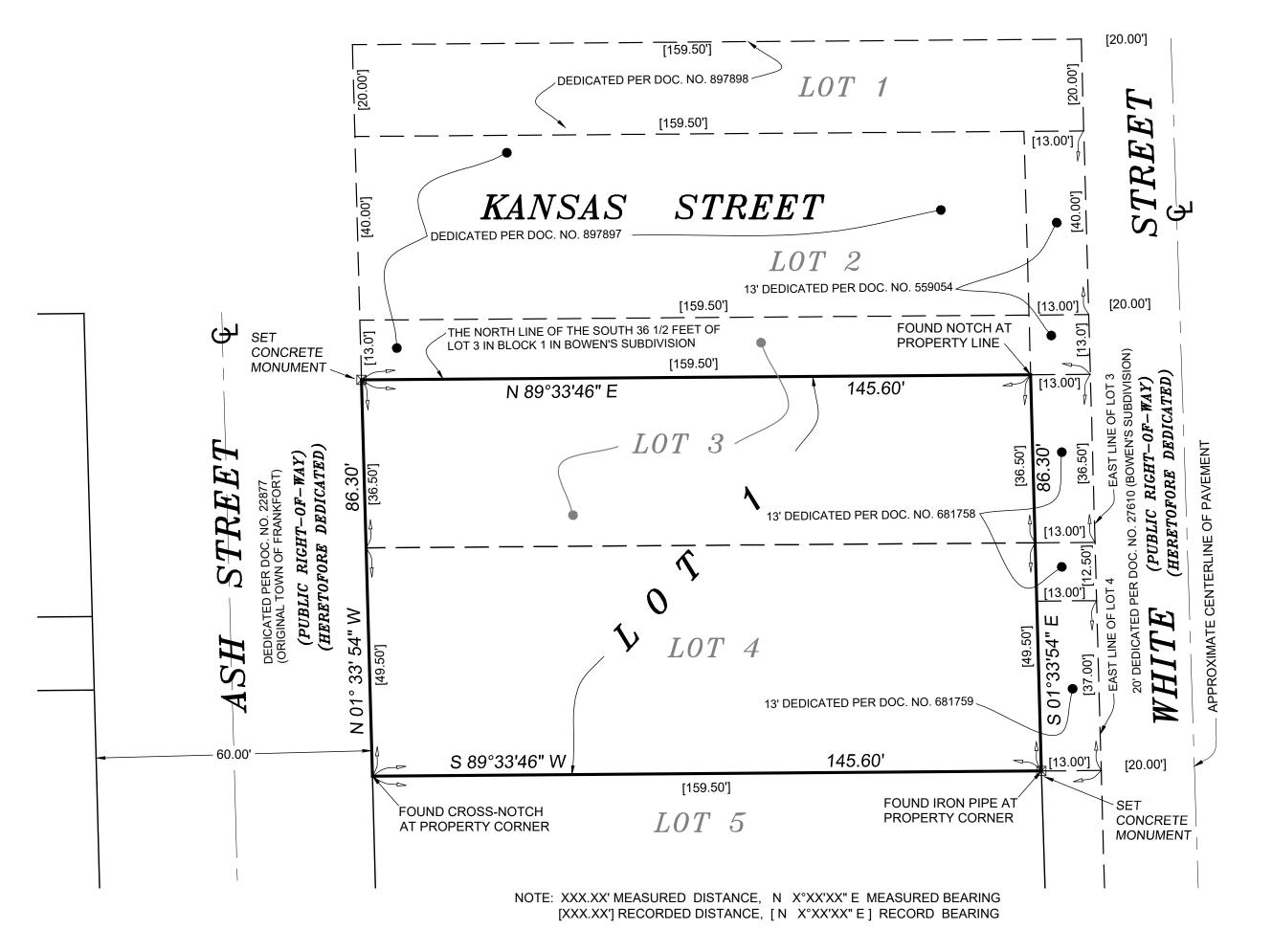
PUBLIC UTILITY AND DRAINAGE EASEMENTS

ALL EASEMENTS INDICATED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS ON THE PLAT ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF FRANKFORT AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE OF FRANKFORT, INCLUDING, BUT NOT LIMITED TO. AMERITECH TELEPHONE COMPANY, NICOR GAS COMPANY, COMMONWEALTH EDISON ELECTRIC COMPANY, COMCAST TELEVISION COMPANY AND THEIR SUCCESSORS AND ASSIGNS, FOR PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS UTILITIES, TRANSMISSION AND DISTRIBUTION SYSTEMS INCLUDING STORM AND/OR SANITARY SEWERS, WATER MAINS, VALVE VAULTS, AND HYDRANTS TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE OF FRANKFORT, OVER, UPON. ALONG, UNDER, THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK; THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE TREES, SHRUBS, OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS AND OTHER UTILITIES. NO PERMANENT BUILDINGS, TREES OR OTHER STRUCTURES SHALL INTERFERE WITH THE AFORESAID USES OR RIGHTS WHERE AN EASEMENT IS USED FOR BOTH SEWER AND/OR WATER MAINS AND OTHER UTILITIES. THE OTHER UTILITY INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF FRANKFORT. THE PLACEMENT OF ANY LANDSCAPING NOT IN WITH THE APPROVED LANDSCAPE PLAN OR GRADING PLAN FOR A GIVEN PROPERTY, OR ANY ACCESSORY BUILDING OR STRUCTURE, SWIMMING POOL, FENCE OR OTHER IMPROVEMENT WHICH IN ANY WAY COULD CAUSE AN IMPEDIMENT TO THE OVERLAND FLOW OF STORM WATER WITHIN SAID DRAINAGE EASEMENT IS HEREBY PROHIBITED.

15 ASH STREET RESUBDIVISION

BEING A RESUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF FRANKFORT WILL COUNTY, ILLINOIS.

P.I.N. = 19-09-28-208-003-0000 CONTAINING 12,564 SQ.FT., 0.288 ACRE



PLANNING AND ZONING COMMISSION APPROVAL TAX MAPPING AND PLATTING CERTIFICATION STATE OF ILLINOIS) STATE OF ILLINOIS) COUNTY OF WILL) SS COUNTY OF WILL) SS

DIRECTOR OF THE TAXING MAPPING AND PLATTING OFFICE, DO HEREBY CERTIFY THAT I HAVE CHECKED THE PROPERTY DESCRIBED ON THIS PLAT AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREIN DESCRIBED IS LOCATED ON TAX MAP NO. AND IDENTIFIED AS PERMANENT REAL ESTATE TAX INDEX NUMBER (PIN) 19-09-28-208-003-0000.

COUNTY CLERK CERTIFICATION

STATE OF ILLINOIS) COUNTY OF WILL) SS

GIVEN UNDER MY HAND AND SEAL AT

, COUNTY CLERK OF WILL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, OR UNPAID CURRENT GENERAL TAXES AGAINST ANY OF THE ESTATE DESCRIBED IN THE FOREGOING CERTIFICATES.

, ILLINOIS,

DAY OF 2022, A.D. COUNTY CLERK

COUNTY RECORDER CERTIFICATION

WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS, AFORESAID ON THE , 2022, A.D. AT _____O'CLOCK __.M.

COUNTY RECORDER

CLIENT NAME / CONTACT MAIL FUTURE TAX BILLS TO: SHI NAPS, LLC - SERIES 1 - OLDE FRANKFORT MALL 8802 CALUMET AVENUE

ST. JOHN, INDIANA 46373

AND RETURN TO

PLAT PREPARED BY

VILLAGE BOARD APPROVAL

VILLAGE CLERK

VILLAGE PRESIDEN

ILLINOIS, THIS _____ DAY OF____

STATE OF ILLINOIS)

COUNTY OF WILL) SS

Joseph A. Schudt & Associates

, CHAIRMAN OF THE VILLAGE OF FRANKFORT PLANNING AND ZONING

____, 2022 A.D., THIS PLAT OF

___ DAY OF___

SUBDIVISION WAS DULY APPROVED BY THE PLANNING AND ZONNING COMMISSION OF THE VILLAGE OF

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL COUNTY,

1 inch = 20 ft.

9455 ENTERPRISE DRIVE, MOKENA, ILLINOIS 60448 PHONE: 708-720-1000 FAX: 708-720-1065 e-mail: survey@jaseng.com http://www.jaseng.com CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES

ILLINOIS PROFESSIONAL DESIGN FIRM 184-001172

OWNER'S CERTIFICATE

STATE OF	
COUNTY OF	

THIS IS TO CERTIFY THAT SHI NAPS, LLC - SERIES 1 - OLDE FRANKFORT MALL, A SERIES LIMITED LIABILITY COMPANY IS THE OWNER OF THE LAND DESCRIBED IN THE FOREGOING CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED AND RESUBDIVIDED, AS INDICATED ON THE PLAT, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND THAT THE SAME ABOVE DESCRIBED PROPERTY IS LOCATED IN SCHOOL DISTRICTS: FRANKFORT SCHOOL DISTRICT 157C AND LINCOLN-WAY SCHOOL DISTRICT 210, AND JOLIET JUNIOR COLLEGE DISTRICT 525 AND THAT THEY HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED, AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS	DAY OF	, A.D. 2022.

MANAGER

NOTARY CERTIFICATE

STATE OF)
COUNTY OF _) SS
COUNTY OF _	

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO OF SHI NAPS, LLC - SERIES 1 - OLDE FRANKFORT MALL DID PERSONALLY APPEAR BEFORE ME THIS DAY AND ACKNOWLEDGE THAT THEY DID SIGN THE HEREON DRAWN PLAT AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY.

GIVEN MY SIGNATURE AND SEAL

DATED THISDAY (OF	_, A.D. 2022.
N	NOTARY PUBLIC	
MY COMMISSION EXPIRES _		

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF WILL) SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATER INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

D THIS	_ DAY OF	, A.D.	2022.
	REGISTERED PROFESSIONAL ENGINEER		
	D THIS		

OWNER OR ATTORNEY

SURVEYORS CERTIFICATION

STATE OF ILLINOIS) COUNTY OF WILL) SS

> I, D. WARREN OPPERMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT UNDER THE DIRECTION OF THE OWNER THEREOF, I HAVE SURVEYED, RESUBDIVIDED AND PLATTED SAID PROPERTY INTO ONE LOTS ALL OF WHICH IS REPRESENTED ON THE PLAT HEREON DRAWN. THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

THE SOUTH 36 1/2 FEET OF LOT 3, AND ALL OF LOT 4, IN BLOCK 1 IN BOWEN'S SUBDIVISION OF BLOCKS 1, 12 AND 13, IN THE ORIGINAL TOWN OF FRANKFORT, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29. 1857, AS DOCUMENT NUMBER 27610, IN WILL COUNTY, ILLINOIS (EXCEPT THAT PART TAKEN FOR PUBLIC ROAD PURPOSES PER DEDICATION DOCUMENT 681758, IN BOOK 1153, PAGE 579, RECORDED OCTOBER 27, 1950 AND EXCEPT THAT PART TAKEN FOR PUBLIC ROAD PURPOSES PER DEDICATION DOCUMENT 681759, IN BOOK 1153, PAGE 583, RECORDED OCTOBER 27, 1950).

I DO FURTHER CERTIFY THAT: 1. THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND

- SUBDIVISION AS MADE BY ME. THIS IS TO CERTIFY THAT WE HAVE EXAMINED FIRM MAP NUMBER 17197C0326 G, WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 15, 2019, AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR WILL COUNTY, WITH REFERENCE TO THE ABOVE NAMED. TRACT, AND FIND THE PROPERTY TO BE IN ZONE "X" UNSHADED WHICH IS AN AREA DETERMINED TO BE AREA OF MINIMAL FLOOD HAZARD. THIS STATEMENT IS FOR FLOOD INSURANCE PURPOSES ONLY AND DOES NOT NECESSARILY INDICATE ALL AREAS SUBJECT TO FLOODING.
- THE PROPERTY OR PLAT IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF FRANKFORT. TO THE BEST OF OUR KNOWLEDGE, ALL REGULATIONS ENACTED BY THE VILLAGE OF FRANKFORT HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.
- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL. 6. EXTERIOR CORNERS HAVE BEEN MONUMENTED WITH CONCRETE, NOT LESS THAN SIX INCHES (6") IN DIAMETER AND THIRTY-SIX INCHES (36") DEEP, WITH A CENTER COPPER DOWEL THREE INCHES (3")
- LONG CAST IN PLACE, AND ALL INTERIOR CORNERS ARE TO BE SET WITH 9/16" X 30" IRON RODS WITHIN ONE YEAR FROM DATE OF RECORDATION. BASIS OF BEARING IS ASSUMED. 8. THIS PROFESSIONAL SERVICE COMFORMS TO THE CURRENT ILLINOIS MINIMAL STANDARDS FOR

DATED THIS	DAY OF	, 2022, A.D.
ILLINOIS REGISTER	RED LAND SURVEYOR NO. 3152	

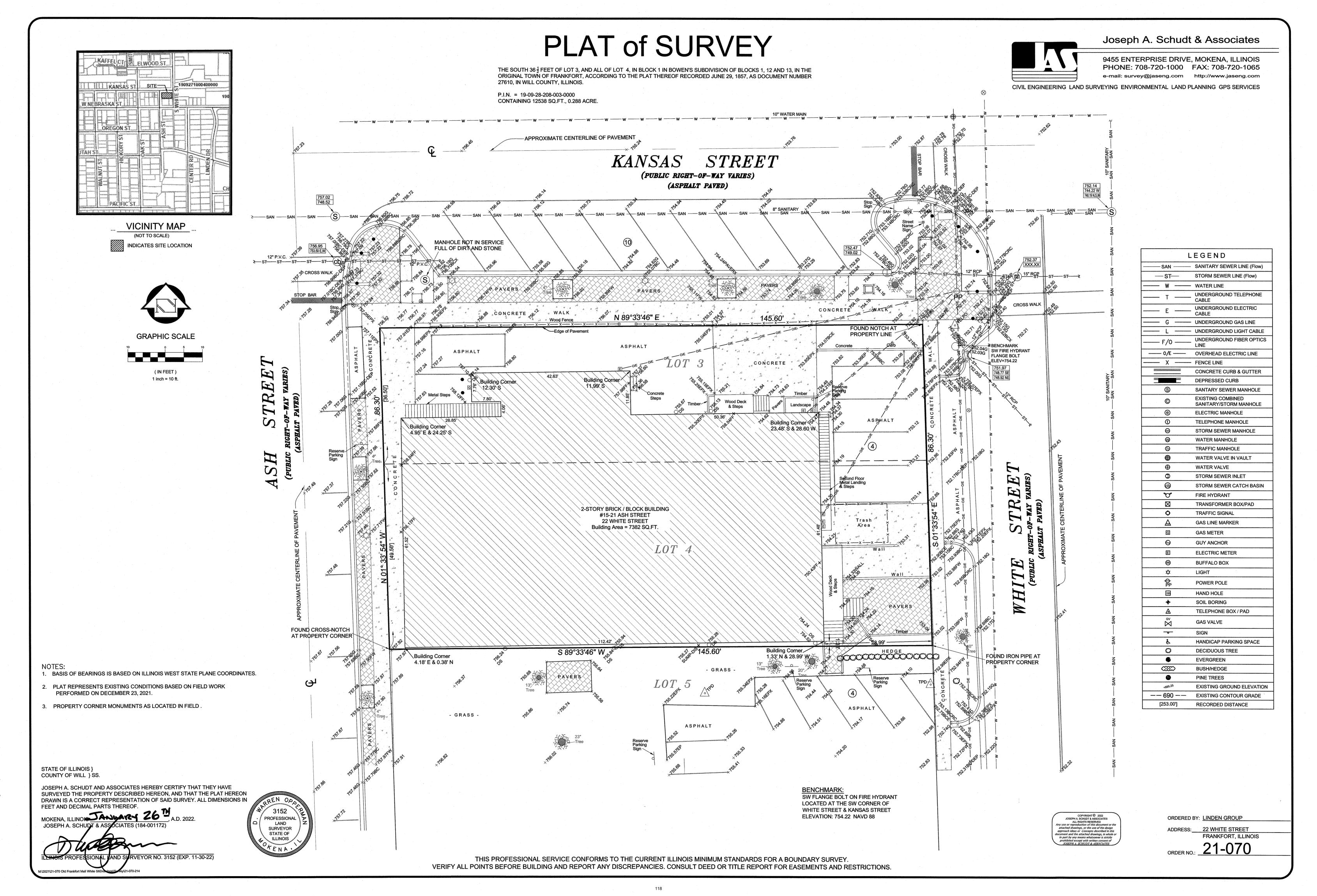
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3152 (EXP. 11-30-22)



3152

PROFESSIONAL

SURVEYOR STATE OF



MN2021/21-070 Old Frankfort Mall White St\Drawings\Survey\21-070-214.dwg, 24X36 Plat of Survey, 1/26/2022 12:07:36 PM, \UAS-DC1.jaseng.local\

OLDE FRANKFORT

IRG Ives/Ryan Group, Inc.

1741 S. WIESBROOK ROAD WHEATON, IL 60189

PHONE: 630.738.0726

Landscape Architecture

Park & Recreation Design

Municpal Consulting

www.ivesryangroup.com

PRELIMINARY

LANDSCAPE

PLAN

PROJECT NO.: JOB NO.:

L2422-9352

DATE: 2022-09-09

SCALE: ____1"=10'

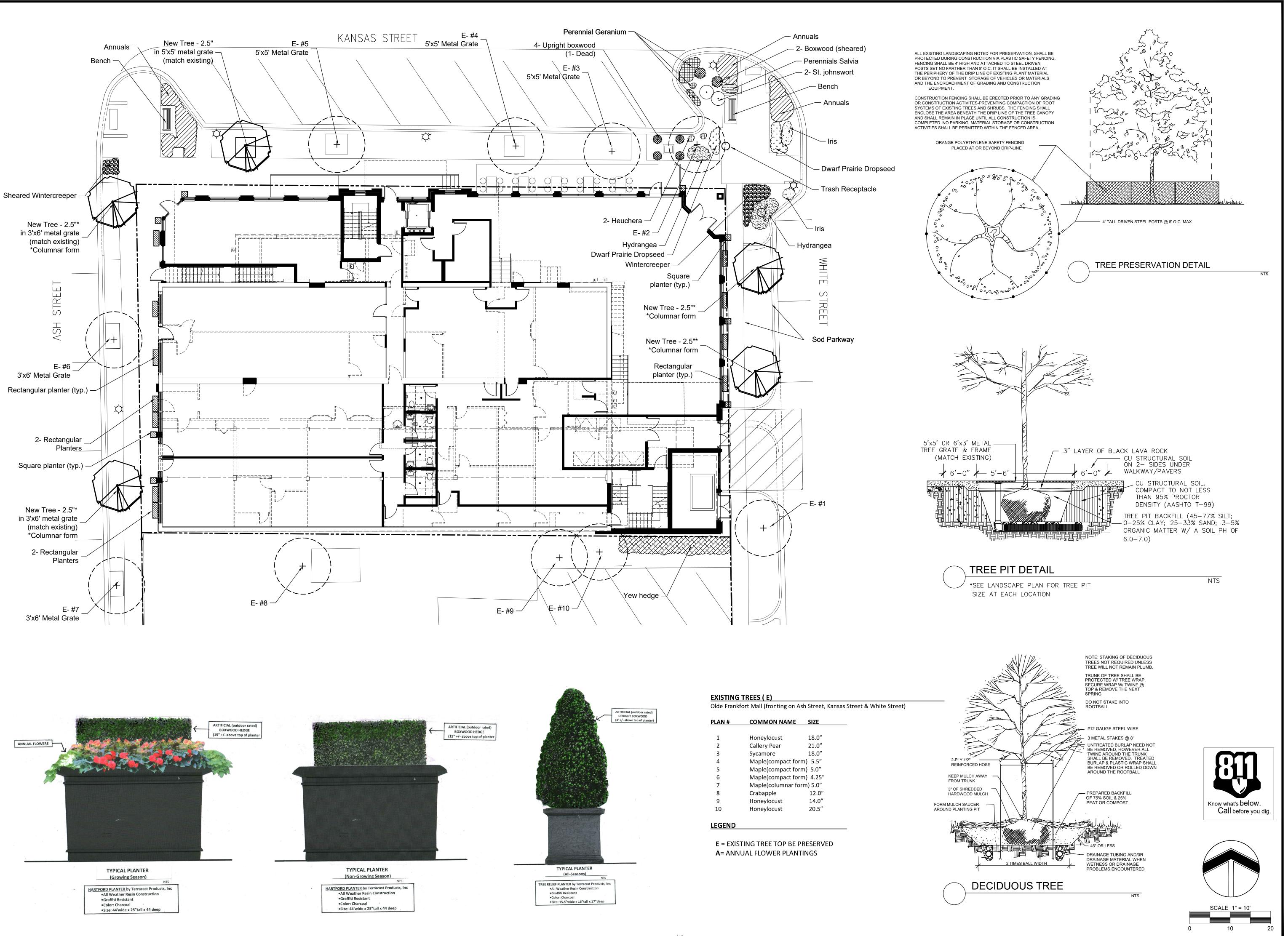
PLANNER: JMR

DRAWN BY:

CHECKED:

MALL

Frankfort, IL



10100 Orland Parkway Suite 110 Orland Park, Illinois 60467 (708) 799-4400 WWW.LINDENGROUPINC.COM

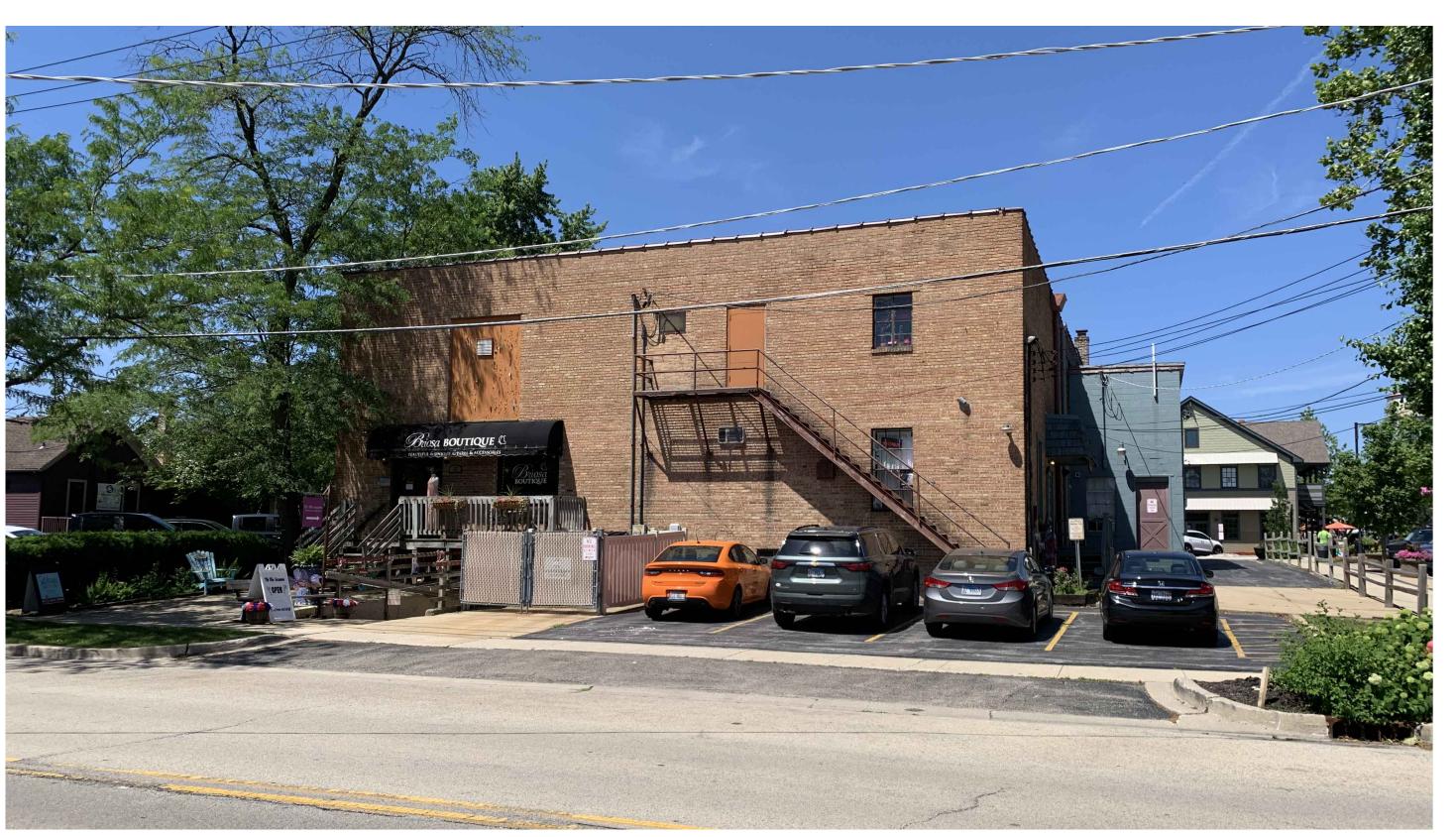
2021-0226 PROJECT NUMBER 04/28/2023

EXISTING CONDITIONS PHOTOS





EXISTING KANSAS STREET FACADE

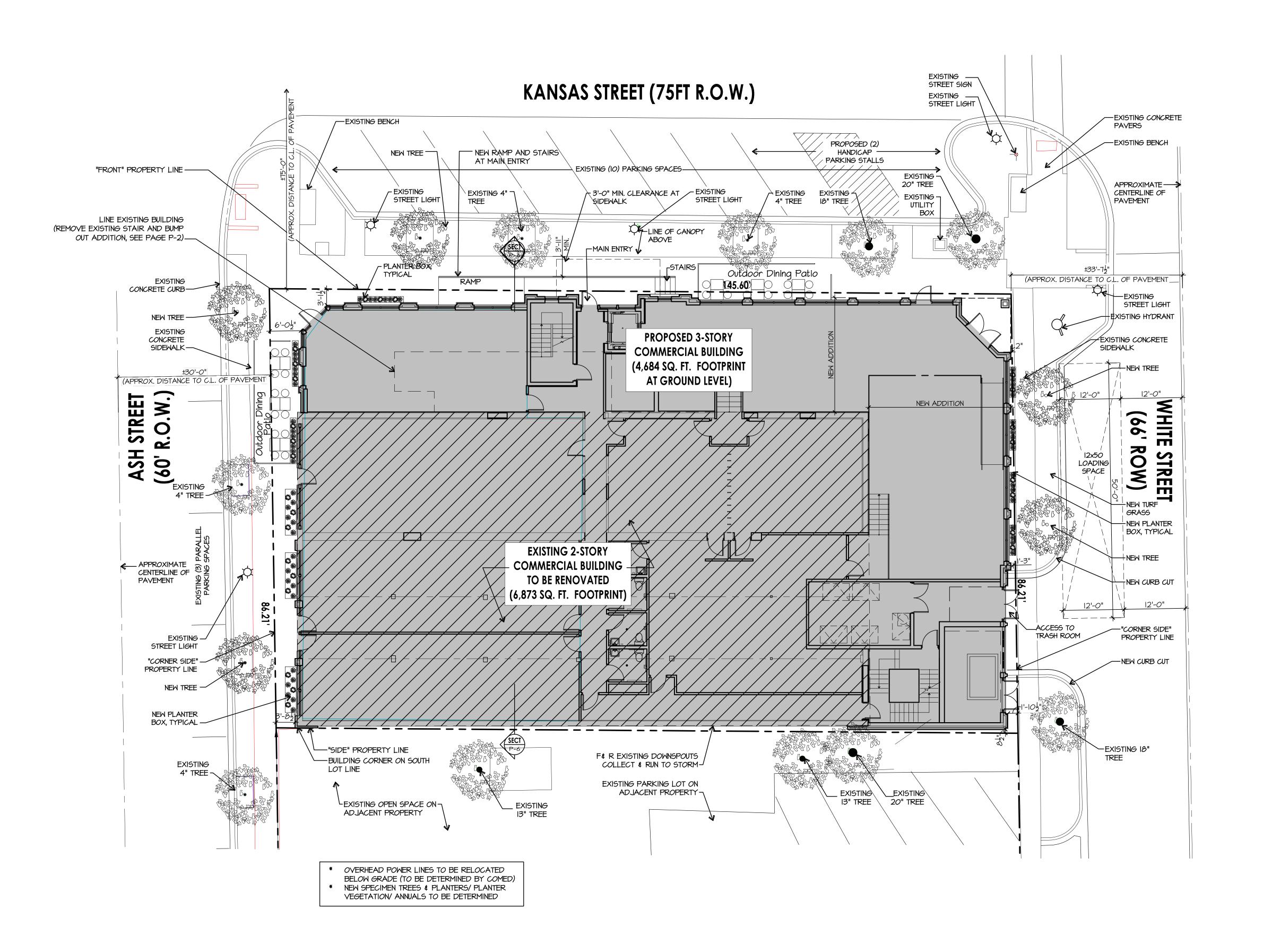


EXISTING WHITE STREET FACADE

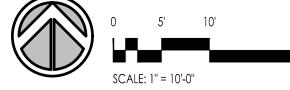




EXISTING SOUTH FACADE



PRELIMINARY ARCHITECTURAL SITE PLAN



ZONING DATA - 15 ASH ST. / 22 WHITE ST.

22 WHITE STREET, FRANKFORT, ILLINOIS (OLDE FRANKFORT MALL)

PER VILLAGE OF FRANKFORT ZONING ORDINANCE (LAST REV SEPTEMBER 20, 2021) AND ZONING MAP (ADOPTED DECEMBER 21, 2020)

HISTORIC DISTRICT - THE H-I HISTORIC DISTRICT IS INTENDED TO PRESERVE AND ENHANCE THE HISTORIC DOWNTOWN COMMERCIAL AREA. IN THE VILLAGE OF FRANKFORT, THE MOVEMENTS AND SHIFTS OF POPULATION AND THE CHANGES IN RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USES THREATEN THE DISAPPEARANCE OF AREAS, PLACES, BUILDINGS, COMMUNITY AND AESTHETIC INTERESTS, VALUES AND CUSTOMS OF HISTORICAL SIGNIFICANCE TO THE VILLAGE. THEIR PRESERVATION AND CONTINUED UTILIZATION ARE NECESSARY AND DESIRABLE TO SOUND DEVELOPMENT OF THE VILLAGE OF FRANKFORT, AND TO THE WELFARE OF ITS RESIDENTS.

USES PERMITTED PER TABLE IN ARTICLE 5

DWELLING UNITS ABOVE IST FLOOR

HEALTHCARE/OFFICE INDOOR BUSINESS/RETAIL SALES (UNDER 5,000 SF)

OFFICE/ PROFESSIONAL SERVICE PERSONAL SERVICE

SPECIAL USE BED AND BREAKFAST

HOTEL/ MOTEL VACATION RENTAL

INDOOR CIVIC AND CULTURAL INDOOR RECREATION AND ENTERTAINMENT OUTDOOR RECREATION AND ENTERTAINMENT

CONVENIENCE STORE

DAYCARE DRY CLEANING

INDOOR BUSINESS/RETAIL SALES (5,000-100,000 SF)

MASSAGE ESTABLISHMENT MICROBREWERY/ DISTILLERY/ WINERY

ACCESSORY LIQUOR SALES

RESTAURANT

OUTDOOR SEATING ASSOCIATED WITH RESTAURANT PLANNED UNIT DEVELOPMENT

LOT STANDARDS (PER ARTICLE 6 YARD AND BULK REG TABLE)

FRONT YARD	<u>ALLOWED</u> O FT	<u>ACTUAL/PROPOSED</u> PER PLAN
CORNER SIDE YARD	IO FT	PER PLAN
INTERIOR SIDE YARD	5 FT	PER PLAN
REAR YARD	IO FT	PER PLAN
MAX. BUILDING HEIGHT	<i>3</i> 5 FT	PER ELEVATION
MAX. IMPERVIOUS LOT COVERAGE	NO MAX.	12,565.3 SF
MIN LOT AREA	5,000 SF	PER SURVEY

FLOOR AREA RATIO

USE OF PUBLIC PARKING LOTS PERMITTED IN H-I DISTRICT PER ARTICLE 6, C.3.G. APPROVAL OF VARIATION REQUIRED

PER SURVEY

I) 9 DWELLINGS UNITS (I-STUDIO, 6-I BR, I-2BR, I-3BR) AT 2 CAR / UNIT	= 18*
2) 2ND FLOOR EXISTING BOWLING LANES: 6 LANES X 5 CARS PER LANE	= 30
+ EMPLOYEES DURING LONGEST SHIFT	= 5
+ EXISTING LOUNGE SPACE: 2,275 SF / 15 = 152 / 4	= 38
(EMPLOYEES INCLUDED ABOVE)	
3) FIRST FLOOR	
TENANT OIA PROPOSED RESTAURANT: 1,300 SF / 100	= 13*
TENANT OIB PROPOSED RESTAURANT: I,100 SF / 100	= *
TENANT OIC PROPOSED EVENT SPACE:1,100 SF / 15 = 73 / 4	= 19*
TENANT OID PROPOSED KITCHEN & EMPLOYEES: 1,100 SF /100	= *
TENANT 02 PROPOSED COMMERCIAL: 720 SF / 200	= 4
+ EMPLOYEES	= 2
TENANT 3A, 3B, 4 & 5 = 3,081 SF / 250	= 13
+ EMPLOYEES	= 4
TOTAL CARS	168 CARS
(* 72 NEW - 29 EXISTING = 43 NE	W CARS)
IST FLR: 5,800 NET / 200 = 29 E	EX. CARS

OFF-STREET LOADING REQUIREMENTS (PER ARTICLE 71)

REQUIREMENT I BERTH PER 10,000-100,000 GFA 12 FT WIDE X 50 FT LENGTH X 14 FT HEIGHT

SCREENING (PER ARTICLE 7)

REQUIRED AT ALL SERVICE/UTILITY AREAS INCLUDING LOADING DOCKS, STORAGE AREAS, TRASH DUMPSTER, MECHANICAL/ELECTRICAL/PLUMBING EQUIPMENT

GROSS BUILDING AREA

	<u>EXISTING</u>	<u>ADDITION</u>	<u>TOTAL</u>
BASEMENT FLOOR	6,889 SF	800 SF	EXCLUDED
FIRST FLOOR SECOND FLOOR THIRD FLOOR	6,889 SF 6,889 SF 0 SF *	4,684 SF 4,818 SF 7,320 SF	11,573 SF 11,707 SF 7,320 SF
TOTAL FLOOR AREA	4		30,600 SF

* STRUCTURAL ANALYSIS IS NEEDED FOR POSSIBLE ADDITION OF ROOF DECK/ TENANT AMENITY SPACE ON THE EXISTING BUILDING.

FLOOR AREA RATIO (FAR)= 30,600 SF / 12,565.3 SF = 2.43

LINDENGROUP

ARCHITECTURE LAND PLANNING INTERIOR ARCHITECTURE LANDSCAPE ARCHITECTUR 10100 ORLAND PARKWAY SUITE 110 ORLAND PARK, ILLINOIS 60467 (708) 799-4400

WWW.LINDENGROUPINC.COM

MIXE PMENT HITE STREET DIS 60423 OP

_

2021-0226 04/28/2023

COPYRIGHT — LINDEN GROUP INC. ALL RIGHTS RESERVED.

PRELIMINARY **ARCHITECTURAL**

SITE PLAN

LANDSCAPE ARCHITECTURE

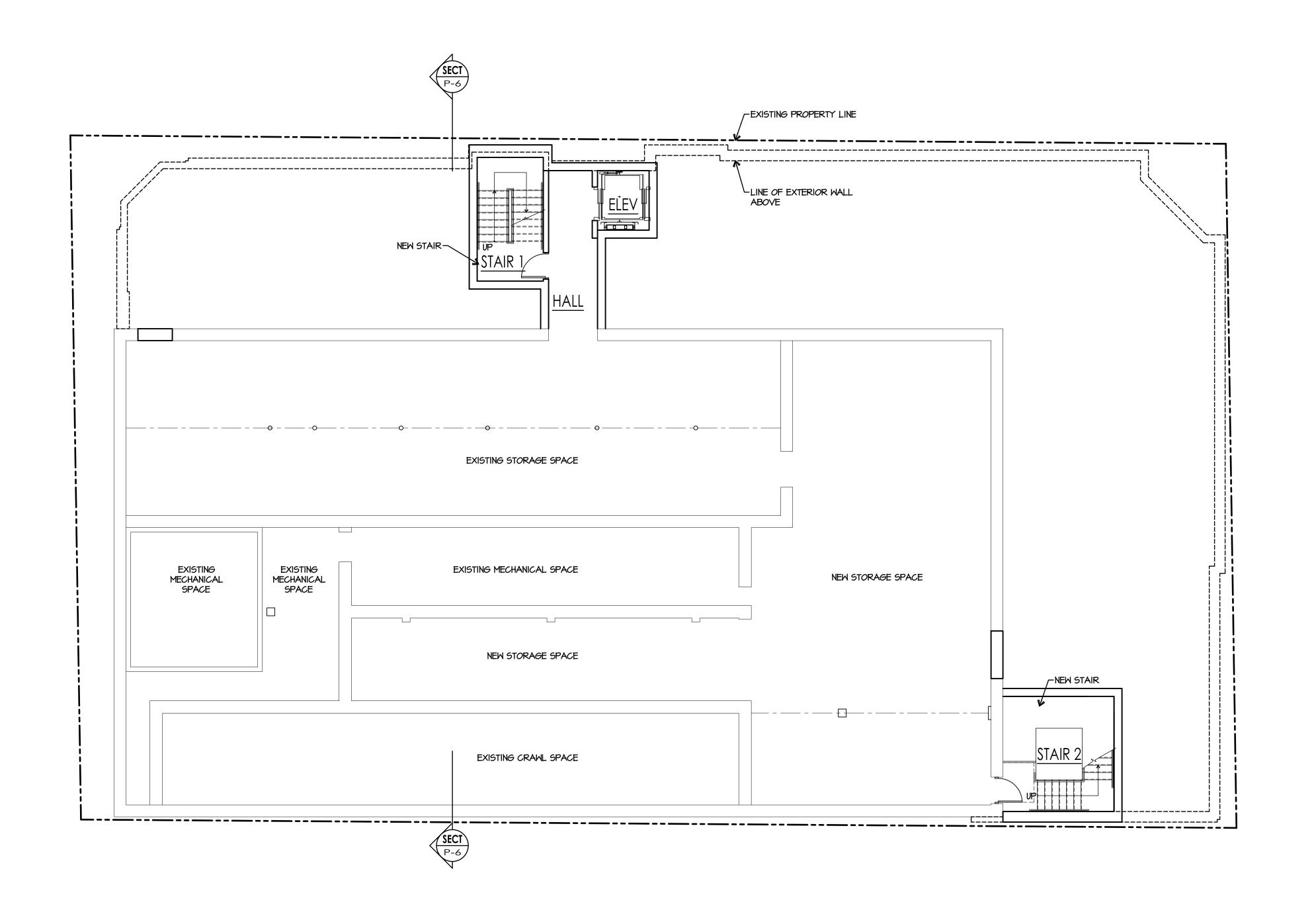
2021-0226 PROJECT NUMBER

04/28/2023

DRAWN BY

GC

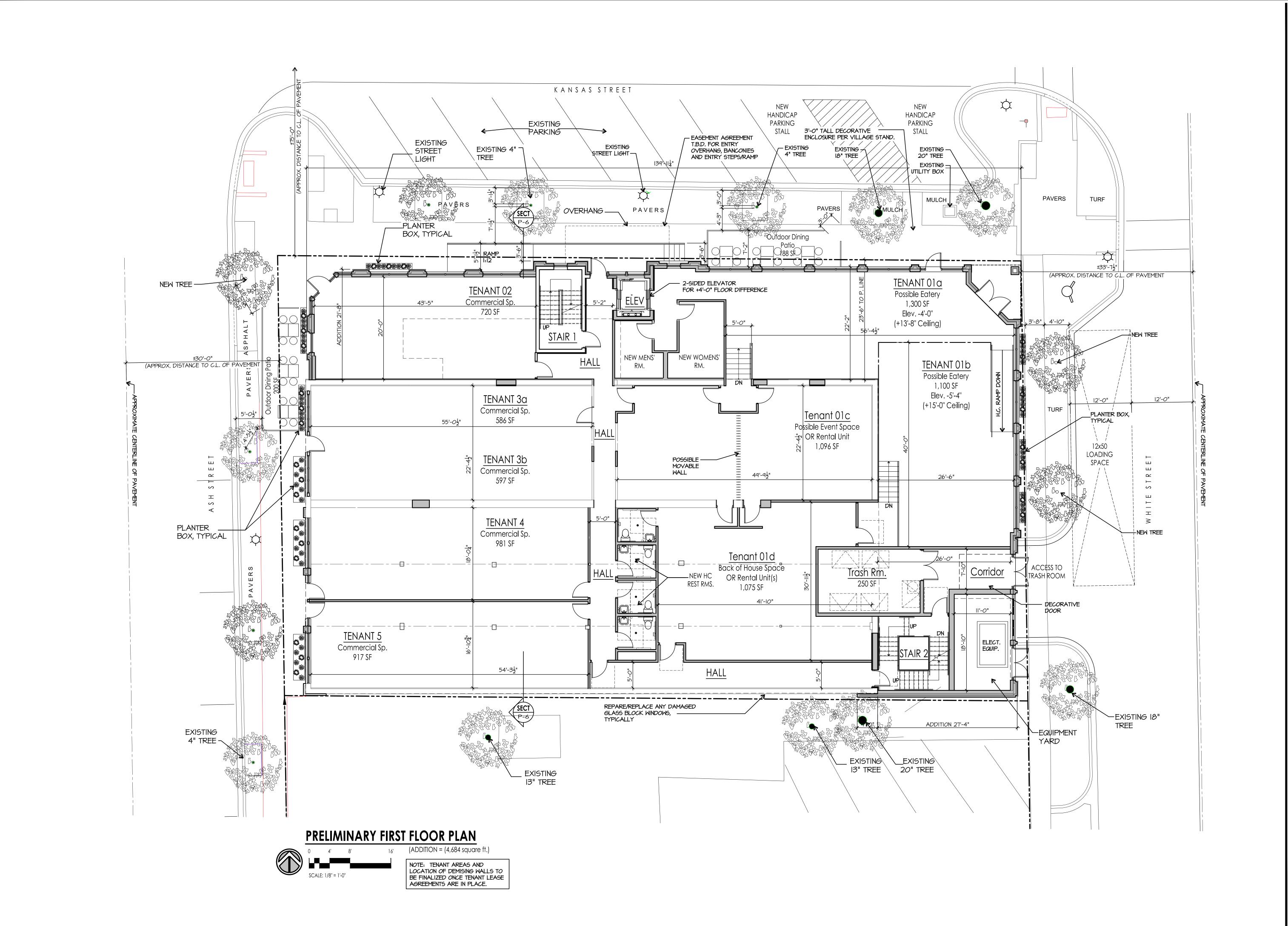
PRELIMINARY BASEMENT FLOOR PLAN



PRELIMINARY BASEMENT FLOOR PLAN 5,400 SF EXISTING FLOOR AREA



122



123

ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE
10100 ORLAND PARKWAY SUITE 110
ORLAND PARK, ILLINOIS 60467
(708) 799-4400
WWW.LINDENGROUPINC.COM



SHI NAPS, LL

OPOSED NEW 3-STORY MIXED USE DEVELOPMENT
15 ASH STREET / 22 WHITE STREET FRANKFORT, ILLINOIS 60423

回

AWN DESCRIPTION
ISSUED FOR PC/HPC REVIEW
ISSUE FOR OWNER REVIEW
ISSUE FOR OWNER REVIEW
ISSUED FOR PC WORKSHOP #2 REVIEW
ISSUED FOR HPC REVIEW
ISSUED FOR HPC REVIEW
ISSUED FOR HPC REVIEW

04/10/2022 06/10/2022 07/15/2022 09/22/2022 12/09/2023 01/10/2023 04/28/2023

2021-0226 OJECT NUMBER 04/28/2023

04/28/2023 CT GC

COPYRIGHT — LINDEN GROUP INC.
ALL RIGHTS RESERVED.

ALL DRAWINGS, SPECIFICATIONS, PLANS, CONCEPTS, ARRANGEMENTS
AND DESIGNS REPRESENTED OR REFERRED TO IN THESE DOCUMENTS
ARE INSTRUMENTS OF SERVICE, AND THEREFORE ARE THE PROPERTY OF
LINDEN GROUP INC. NONE OF THE ABOVE MAY BE DISCLOSED TO
ANY PESSONS FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN

PRELIMINARY
FIRST FLOOR
PLAN

SHEET NAME

2/2022 0/2022 5/2022 2/2022 1/2023 1/2023 1/2023

DATE 01/12/2 06/10/2 07/15/7 09/22/7 09/22/7 09/22/7 09/28/7

2021-0226 PROJECT NUMBER 04/28/2023

GC

CT DRAWN BY

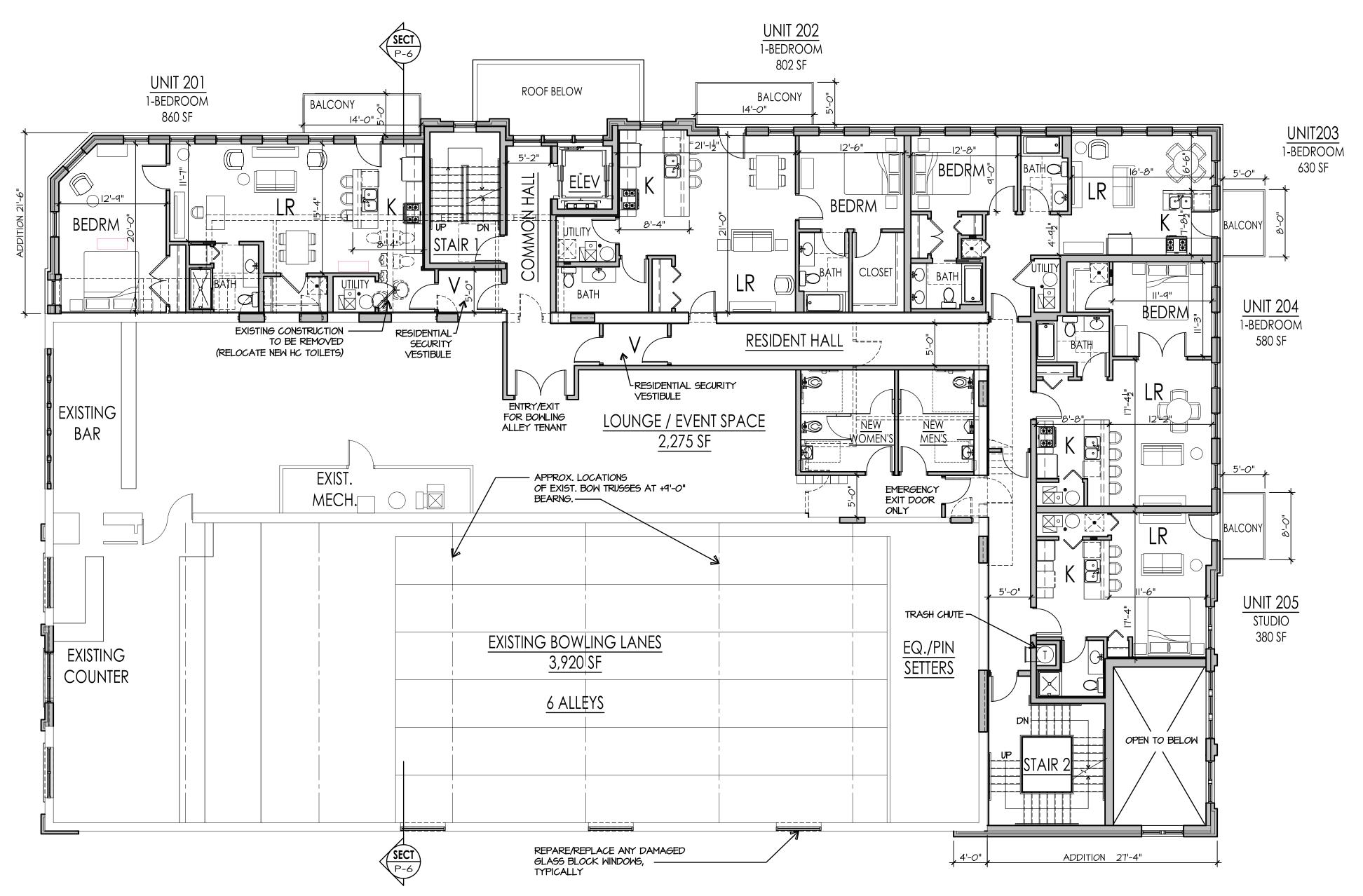
COPYRIGHT — LINDEN GROUP INC.
ALL RIGHTS RESERVED.

ALL DRAWINGS, SPECIFICATIONS, PLANS, CONCEPTS, ARRANGEMENTS
AND DESIGNS REPRESENTED OR REFERRED TO IN THESE DOCUMENTS
ARE INSTRUMENTS OF SERVICE, AND THERFORE ARE THE PROPERTY OF
LINDEN GROUP INC. NONE OF THE ABOVE MAY BE DISCLOSED TO
ANY PERSONS FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN
AUTHORIZATION OF LINDEN GROUP INC.

PRELIMINARY SECOND FLOOR PLAN

SHEET NAME

P-5



124

PRELIMINARY SECOND FLOOR PLAN



SCALE: 1/8" = 1'-0"

NOTE:
LOCAT
BE FINA

NOTE: TENANT AREAS AND LOCATION OF DEMISING WALLS TO BE FINALIZED ONCE TENANT LEASE AGREEMENT ARE IN PLACE.

2021-0226 PROJECT NUMBER

04/28/2023

GC

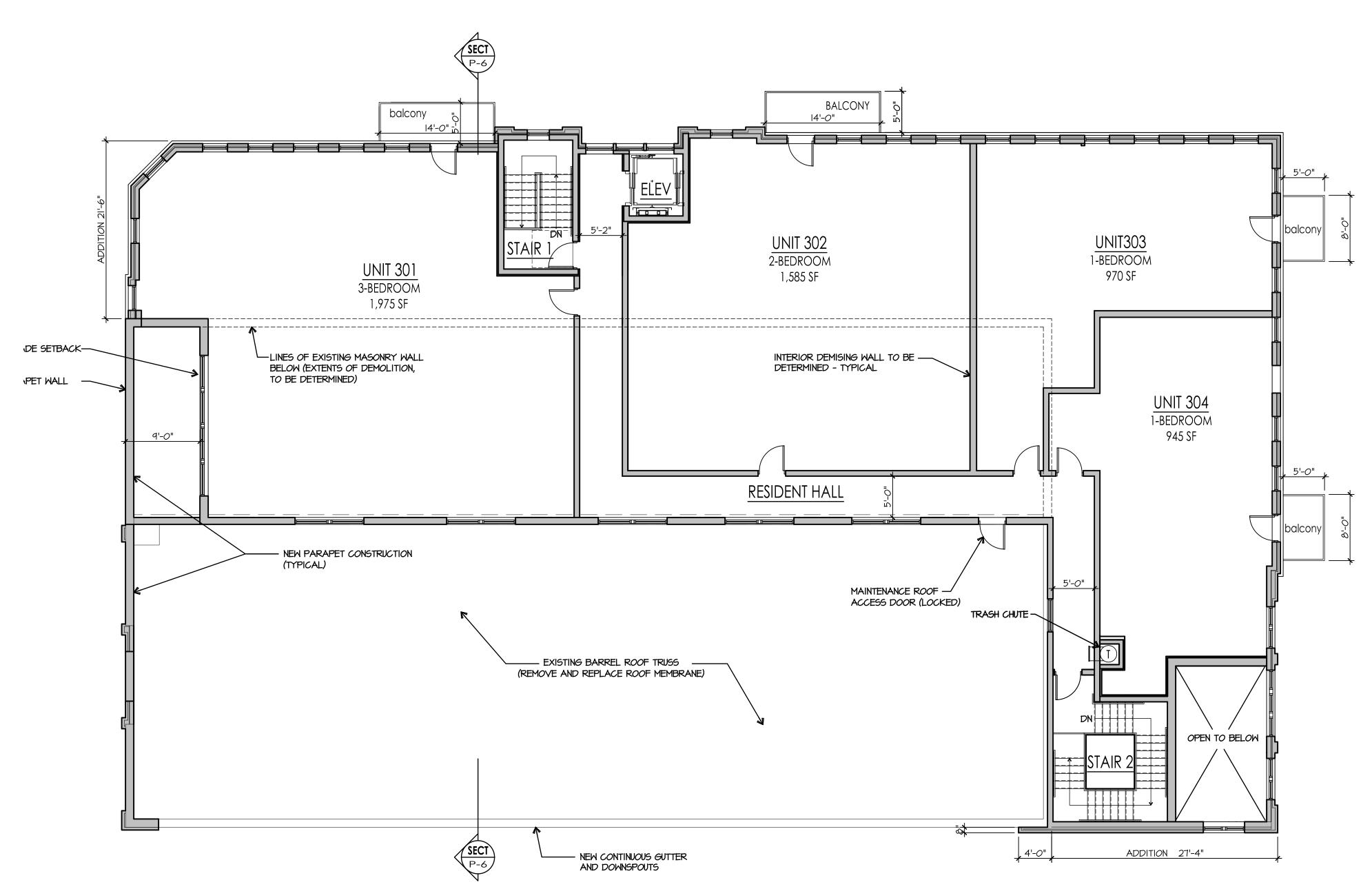
DRAWN BY

FINAL REVIEW COPYRIGHT — LINDEN GROUP INC.
ALL RIGHTS RESERVED.

ALL DRAWINGS, SPECIFICATIONS, PLANS, CONCEPTS, ARRANGEMENTS
AND DESIGNS REPRESENTED OR REFERRED TO IN THESE DOCUMENTS
ARE INSTRUMENTS OF SERVICE, AND THEREFORE ARE THE PROPERTY OF
LINDEN GROUP INC. NONE OF THE ABOVE MAY BE DISCLOSED TO
ANY PERSONS FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN
AUTHORIZATION OF LINDEN GROUP INC.

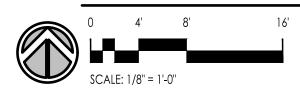
PRELIMINARY THIRD FLOOR/ LOW ROOF PLAN

SHEET NAME



125

PRELIMINARY THIRD FLOOR / LOW ROOF PLAN (ADDITION = 7,320 square ft.)



NOTE: TENANT AREAS AND LOCATION OF DEMISING WALLS TO BE FINALIZED ONCE TENANT LEASE AGREEMENT ARE IN PLACE.

2021-0226 PROJECT NUMBER

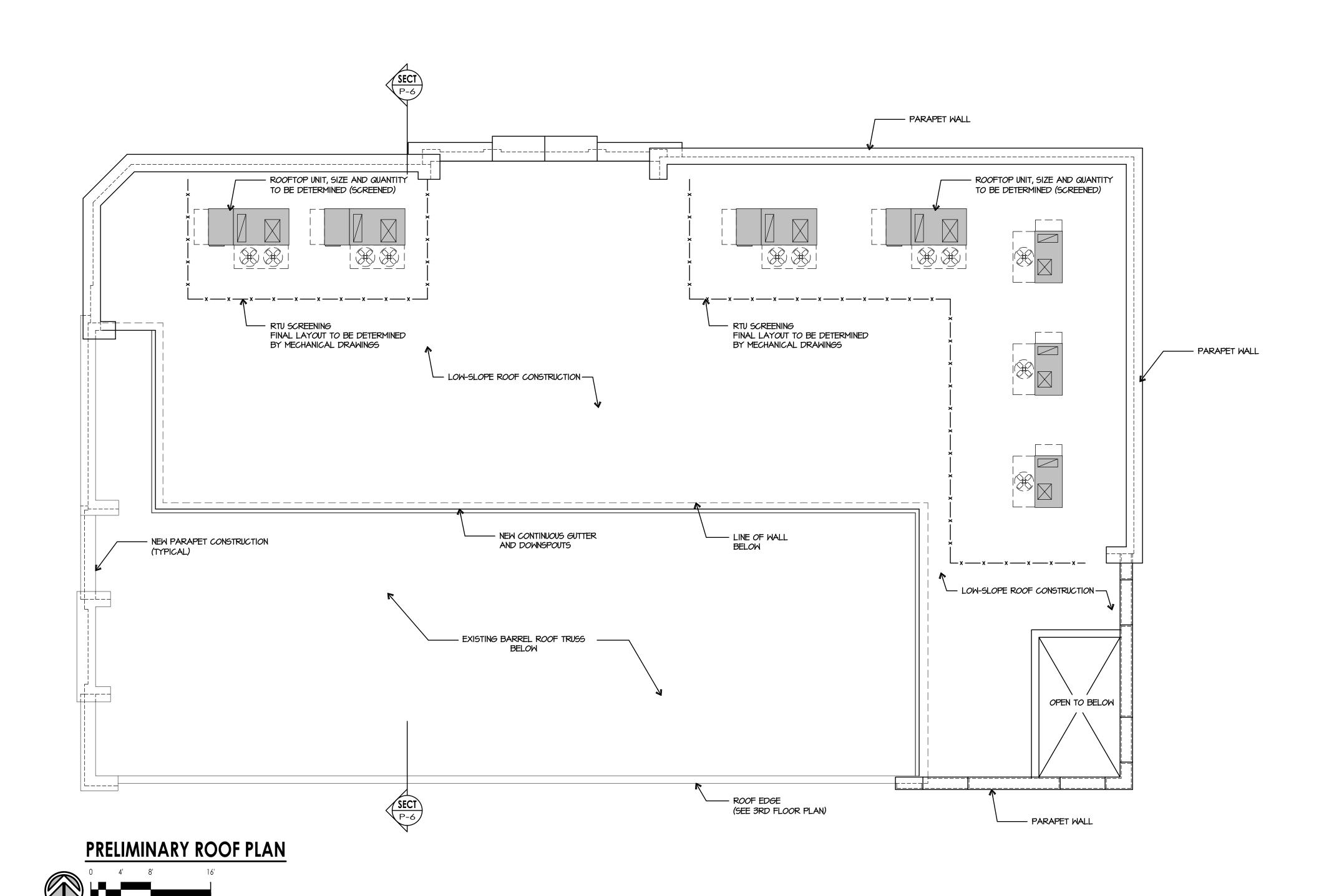
04/28/2023 GC

DRAWN BY FINAL REVIEW

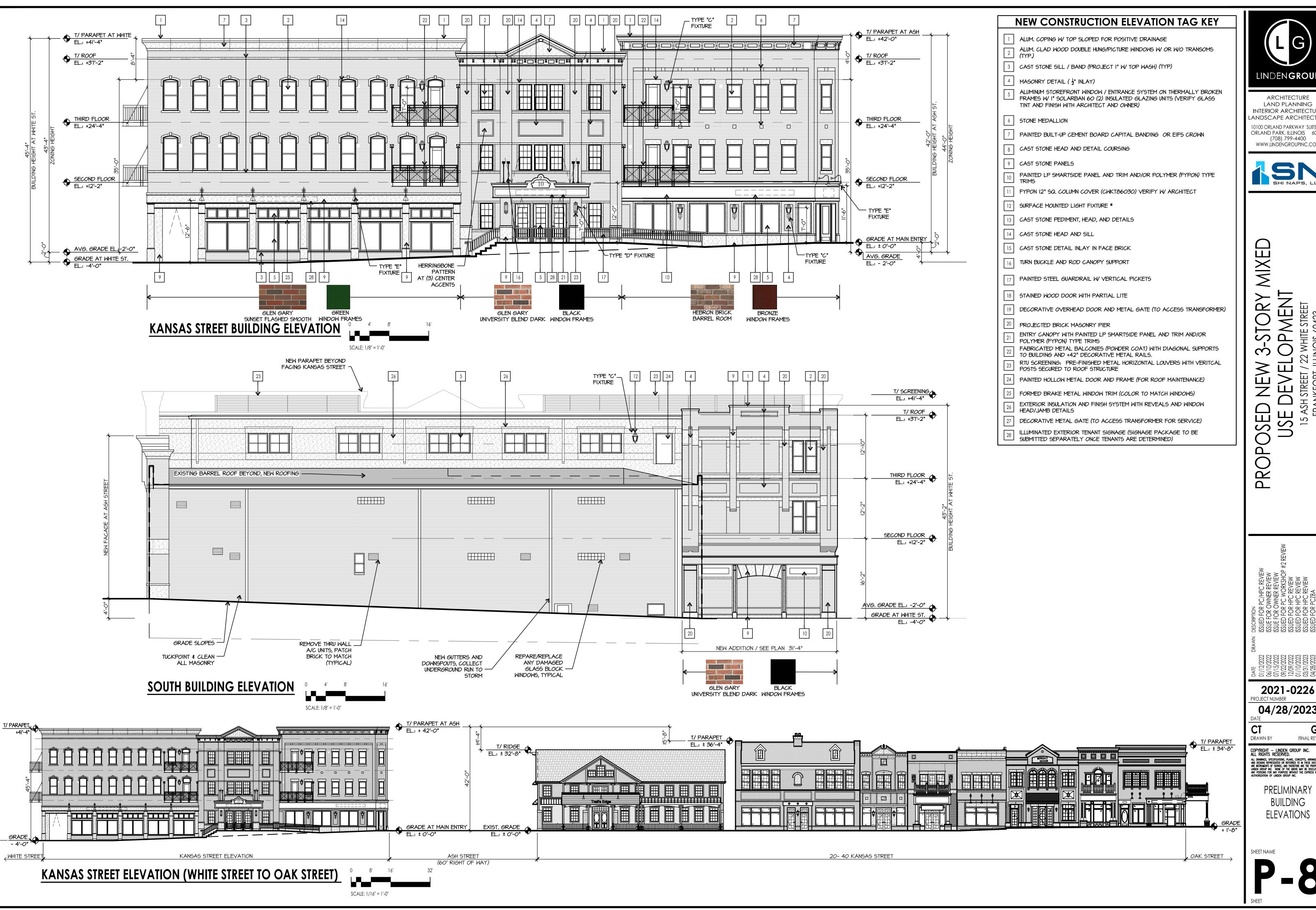
COPYRIGHT — LINDEN GROUP INC.
ALL RIGHTS RESERVED.
ALL DRAWINGS, SPECIFICATIONS, PLANS, CONCEPTS, ARRANGEMENTS
AND DESIGNS REPRESENTED OR REFERRED TO IN THESE DOCUMENTS
ARE INSTRUMENTS OF SERVICE, AND THEREFORE ARE THE PROPERTY OF
LINDEN GROUP INC. NONE OF THE ABOVE MAY BE DISCLOSED TO
ANY PERSONS FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN
AUTHORIZATION OF LINDEN GROUP INC.

PRELMINARY **ROOF PLAN**

SHEET NAME



126



LINDENGROUP

ARCHITECTURE LAND PLANNING INTERIOR ARCHITECTURE LANDSCAPE ARCHITECTUR 10100 ORLAND PARKWAY SUITE 110 ORLAND PARK, ILLINOIS 60467 (708) 799-4400 WWW.LINDENGROUPINC.COM

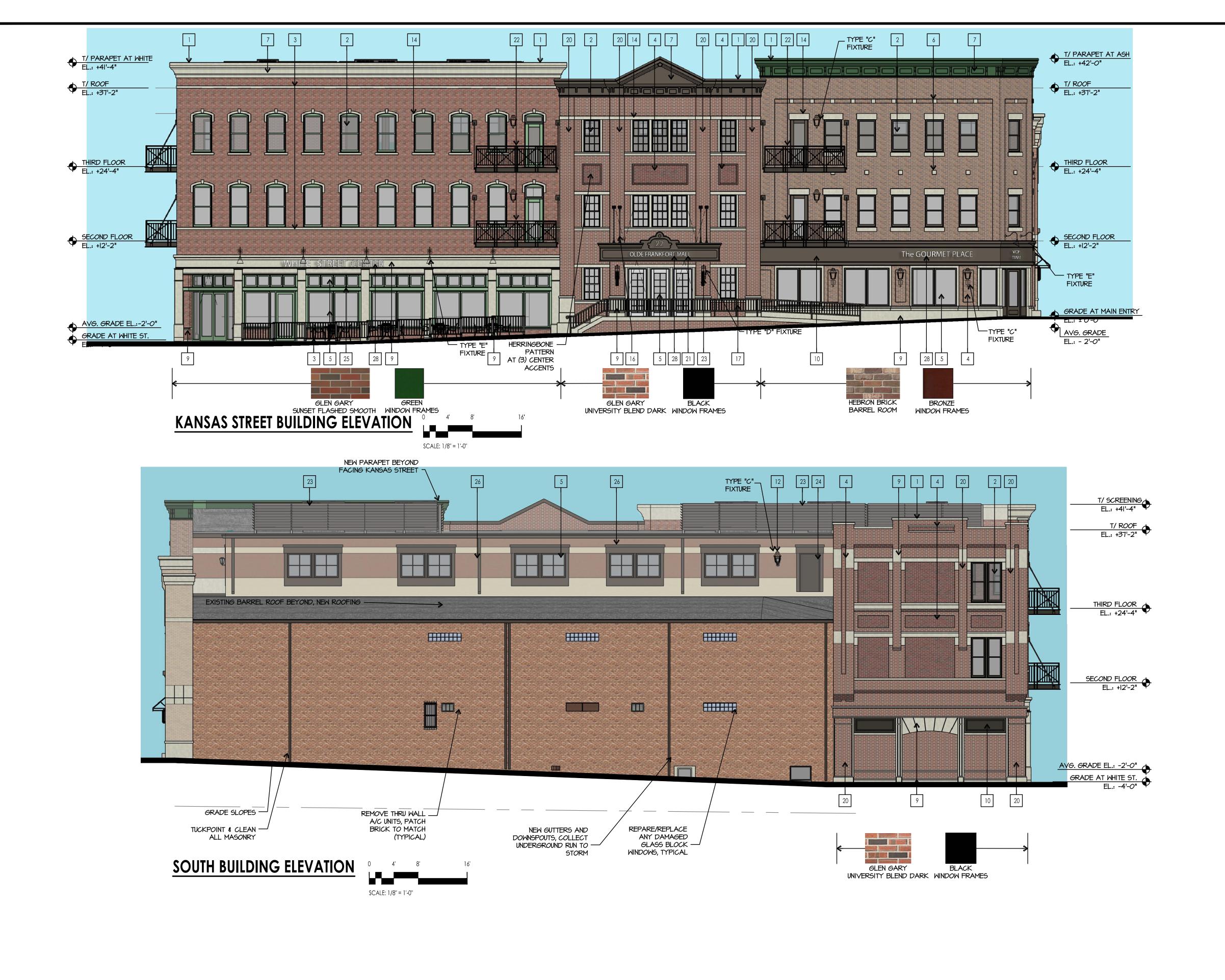
PMENT HITE STREET DIS 60423 OP

丗

04/28/2023

COPYRIGHT — LINDEN GROUP INC.
ALL RIGHTS RESERVED.
ALL DRAWINGS, SPECIFICATIONS, PLANS, CONCEPTS, ARRANGEMENTS
AND DESIGNS REPRESENTED OR REFERRED TO IN THESE DOCUMENTS
ARE INSTRUMENTS OF SERVICE, AND THEREFORE ARE THE PROPERTY OF
LINDEN GROUP INC. NONE OF THE ABOVE MAY BE DESCOSED TO
ANY PERSONS FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN
AUTHORIZATION OF LINDEN GROUP INC.

PRELIMINARY BUILDING **ELEVATIONS**



NEW CONSTRUCTION ELEVATION TAG KEY

ALUM. COPING W/ TOP SLOPED FOR POSITIVE DRAINAGE

ALUM. CLAD WOOD DOUBLE HUNG/PICTURE WINDOWS W/ OR W/O TRANSOMS

3 CAST STONE SILL / BAND (PROJECT I" W/ TOP WASH) (TYP)

4 MASONRY DETAIL (½" INLAY)

ALUMINUM STOREFRONT WINDOW / ENTRANCE SYSTEM ON THERMALLY BROKEN FRAMES W/ I" SOLARBAN 60 (2) INSULATED GLAZING UNITS (VERIFY GLASS TINT AND FINISH WITH ARCHITECT AND OWNER)

6 STONE MEDALLION

7 PAINTED BUILT-UP CEMENT BOARD CAPITAL BANDING OR EIFS CROWN

8 CAST STONE HEAD AND DETAIL COURSING

9 CAST STONE PANELS

PAINTED LP SMARTSIDE PANEL AND TRIM AND/OR POLYMER (FYPON) TYPE

11 FYPON 12" SQ. COLUMN COVER (CWKT86030) VERIFY W ARCHITECT

12 SURFACE MOUNTED LIGHT FIXTURE *

13 CAST STONE PEDIMENT, HEAD, AND DETAILS

14 CAST STONE HEAD AND SILL

15 CAST STONE DETAIL INLAY IN FACE BRICK

TURN BUCKLE AND ROD CANOPY SUPPORT

PAINTED STEEL GUARDRAIL W VERTICAL PICKETS

18 STAINED WOOD DOOR WITH PARTIAL LITE

19 DECORATIVE OVERHEAD DOOR AND METAL GATE (TO ACCESS TRANSFORMER)

20 PROJECTED BRICK MASONRY PIER

21 ENTRY CANOPY WITH PAINTED LE POLYMER (FYPON) TYPE TRIMS ENTRY CANOPY WITH PAINTED LP SMARTSIDE PANEL AND TRIM AND/OR

FABRICATED METAL BALCONIES (POWDER COAT) WITH DIAGONAL SUPPORTS TO BUILDING AND +42" DECORATIVE METAL RAILS.

RTU SCREENING: PRE-FINISHED METAL HORIZONTAL LOUVERS WITH VERITCAL POSTS SECURED TO ROOF STRUCTURE

24 PAINTED HOLLOW METAL DOOR AND FRAME (FOR ROOF MAINTENANCE)

25 FORMED BRAKE METAL WINDOW TRIM (COLOR TO MATCH WINDOWS)

EXTERIOR INSULATION AND FINISH SYSTEM WITH REVEALS AND WINDOW HEAD/JAMB DETAILS

DECORATIVE METAL GATE (TO ACCESS TRANSFORMER FOR SERVICE)

SUBMITTED SEPARATELY ONCE TENANTS ARE DETERMINED)

EXTERIOR MATERIAL PALETTE

ILLUMINATED EXTERIOR TENANT SIGNAGE (SIGNAGE PACKAGE TO BE

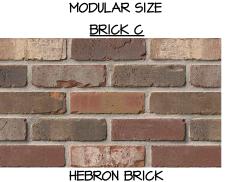


BLACK WINDOW FRAMES

GLEN GARY UNIVERSITY BLEND DARK



GREEN SUNSET FLASHED SMOOTH WINDOW FRAMES



BARREL ROOM

MODULAR SIZE

<u>BRICK D</u>

BRONZE

WINDOW FRAMES

2021-0226

PROJECT NUMBER 04/28/2023

LINDENGROUP

ARCHITECTURE LAND PLANNING

INTERIOR ARCHITECTURE LANDSCAPE ARCHITECTUR

10100 ORLAND PARKWAY SUITE 11 ORLAND PARK, ILLINOIS 60467

(708) 799-4400 WWW.LINDENGROUPINC.COM

PMENT
VHITE STREET
DIS 60423

OP

一世

_

_

MIXED

GC DRAWN BY FINAL REVIEW

COPYRIGHT — LINDEN GROUP INC. ALL RIGHTS RESERVED. ALL DRAWINGS, SPECIFICATIONS, PLANS, CONCEPTS, ARRANGEMENTS
AND DESIGNS REPRESENTED OR REFERRED TO IN THESE DOCUMENTS
ARE INSTRUMENTS OF SERVICE, AND THEREFORE ARE THE PROPERTY OF
LINDEN ROOLD PIG. NONE OF THE ABOVE MAY BE DISCLOSED TO
ANY PERSONS FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN
AUTHORIZATION OF LINDEN GROUP INC.

PRELIMINARY BUILDING **ELEVATIONS** RENDERED

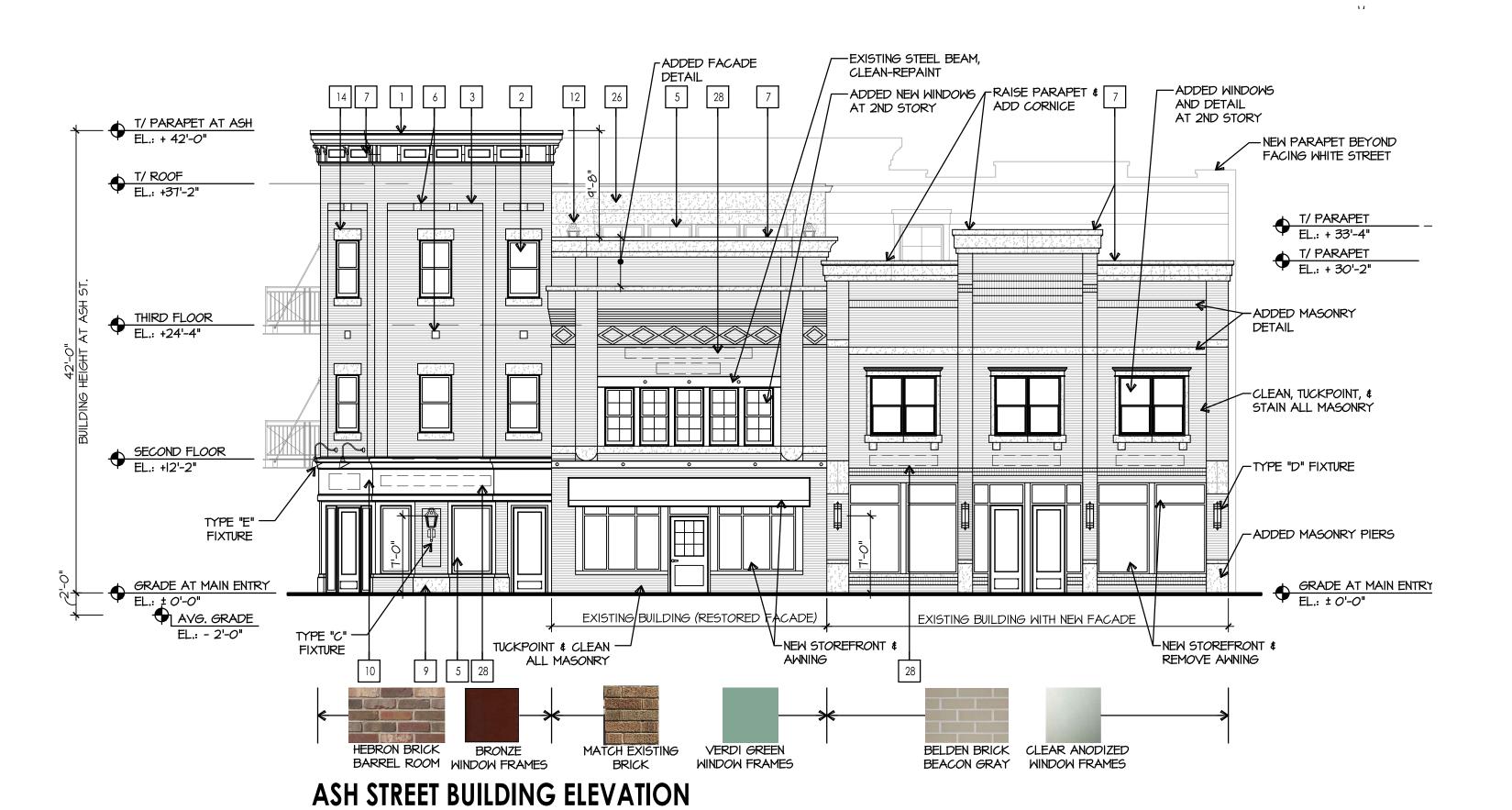
MATCH EXISTING YERDI GREEN BRICK WINDOW FRAMES <u>BRICK E</u> CLEAR ANODIZED BELDEN BRICK BEACON GRAY SMOOTH WINDOW FRAMES MODULAR SIZE

128

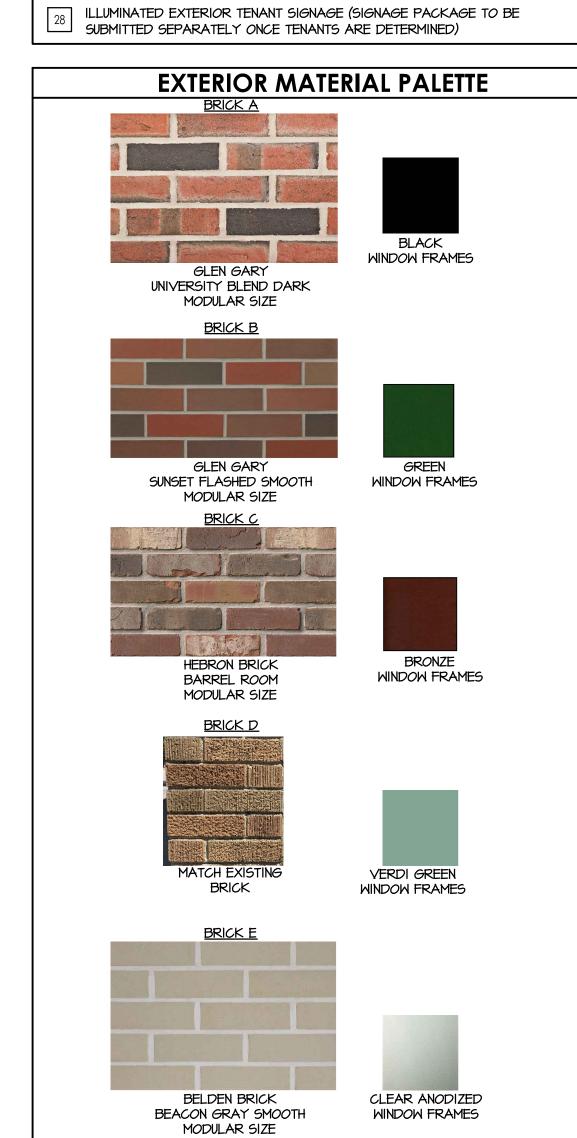


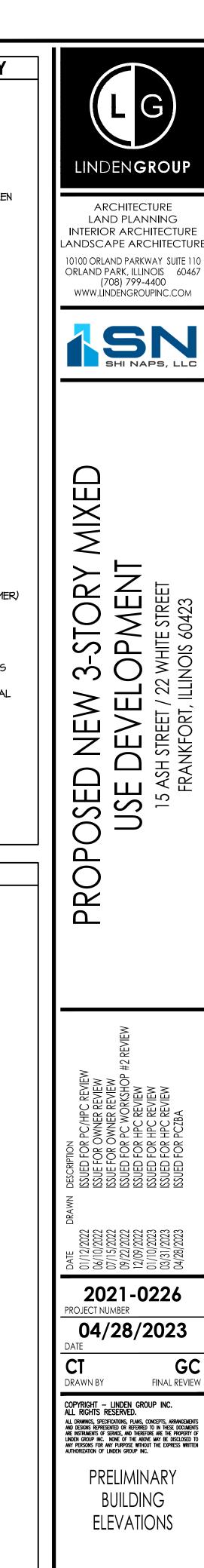
SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"



NEW CONSTRUCTION ELEVATION TAG KEY 1 ALUM. COPING W/ TOP SLOPED FOR POSITIVE DRAINAGE ALUM. CLAD WOOD DOUBLE HUNG/PICTURE WINDOWS W/ OR W/O TRANSOMS (TYP.) 3 CAST STONE SILL / BAND (PROJECT I" W/ TOP WASH) (TYP) 4 MASONRY DETAIL (½" INLAY) ALUMINUM STOREFRONT WINDOW / ENTRANCE SYSTEM ON THERMALLY BROKEN FRAMES W/ I" SOLARBAN 60 (2) INSULATED GLAZING UNITS (VERIFY GLASS TINT AND FINISH WITH ARCHITECT AND OWNER) 6 STONE MEDALLION PAINTED BUILT-UP CEMENT BOARD CAPITAL BANDING OR EIFS CROWN 8 CAST STONE HEAD AND DETAIL COURSING 9 CAST STONE PANELS PAINTED LP SMARTSIDE PANEL AND TRIM AND/OR POLYMER (FYPON) TYPE TRIMS FYPON 12" SQ. COLUMN COVER (CWKT86030) VERIFY W ARCHITECT | 12 | SURFACE MOUNTED LIGHT FIXTURE * 13 CAST STONE PEDIMENT, HEAD, AND DETAILS 14 CAST STONE HEAD AND SILL 15 CAST STONE DETAIL INLAY IN FACE BRICK TURN BUCKLE AND ROD CANOPY SUPPORT PAINTED STEEL GUARDRAIL W VERTICAL PICKETS 18 STAINED WOOD DOOR WITH PARTIAL LITE 19 DECORATIVE OVERHEAD DOOR AND METAL GATE (TO ACCESS TRANSFORMER) 20 PROJECTED BRICK MASONRY PIER ENTRY CANOPY WITH PAINTED LP SMARTSIDE PANEL AND TRIM AND/OR POLYMER (FYPON) TYPE TRIMS FABRICATED METAL BALCONIES (POWDER COAT) WITH DIAGONAL SUPPORTS TO BUILDING AND +42" DECORATIVE METAL RAILS. TO BUILDING AND +42" DECORATIVE METAL RAILS. RTU SCREENING: PRE-FINISHED METAL POSTS SECURED TO ROOF STRUCTURE RTU SCREENING: PRE-FINISHED METAL HORIZONTAL LOUVERS WITH VERITCAL PAINTED HOLLOW METAL DOOR AND FRAME (FOR ROOF MAINTENANCE) 25 FORMED BRAKE METAL WINDOW TRIM (COLOR TO MATCH WINDOWS) 26 EXTERIOR INSULATION HEAD/JAMB DETAILS EXTERIOR INSULATION AND FINISH SYSTEM WITH REVEALS AND WINDOW 27 DECORATIVE METAL GATE (TO ACCESS TRANSFORMER FOR SERVICE)

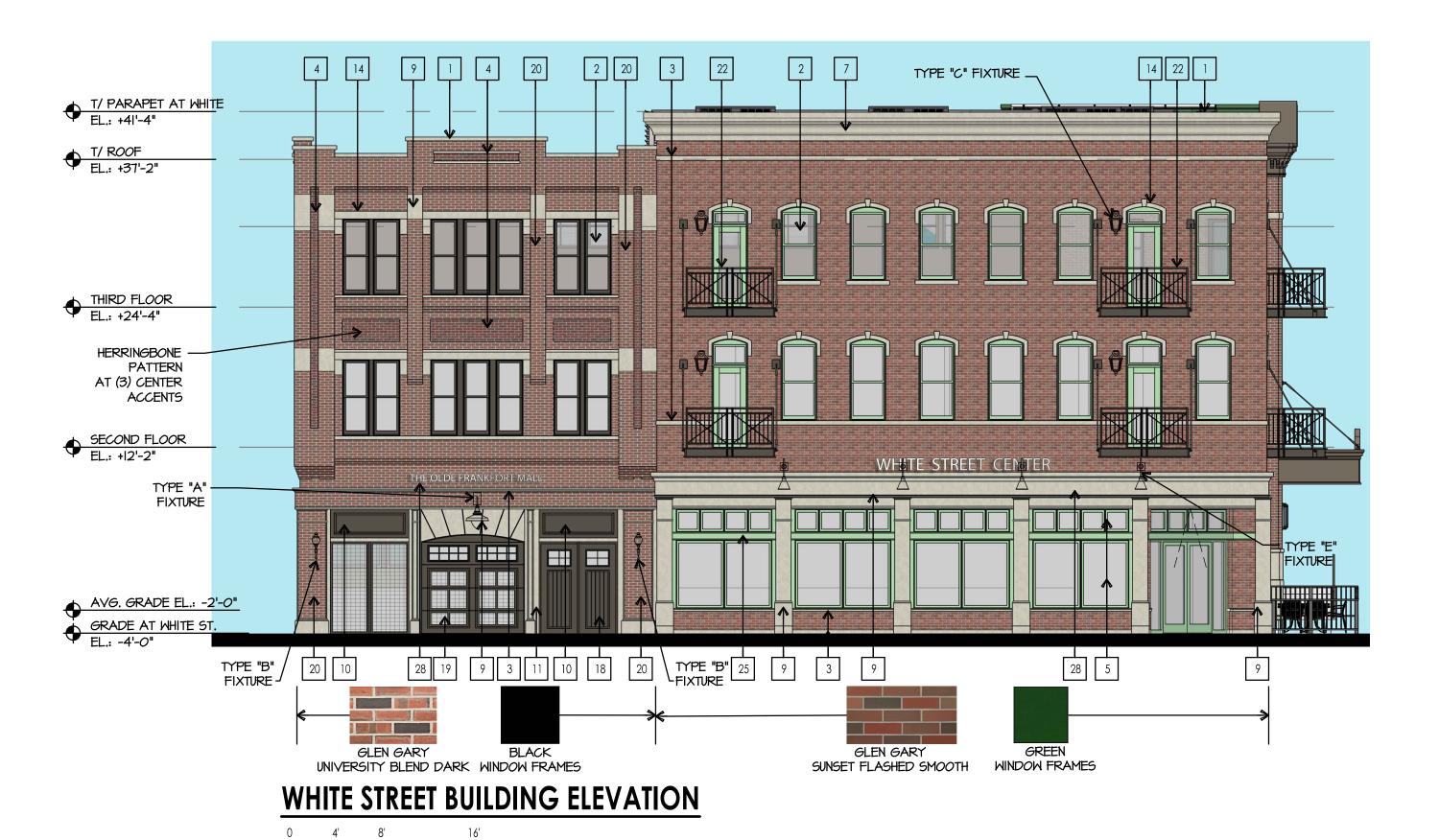




DESCRIPTION
ISSUED FOR P
ISSUE FOR OV
ISSUED FOR F
ISSUED FOR F 2021-0226 04/28/2023

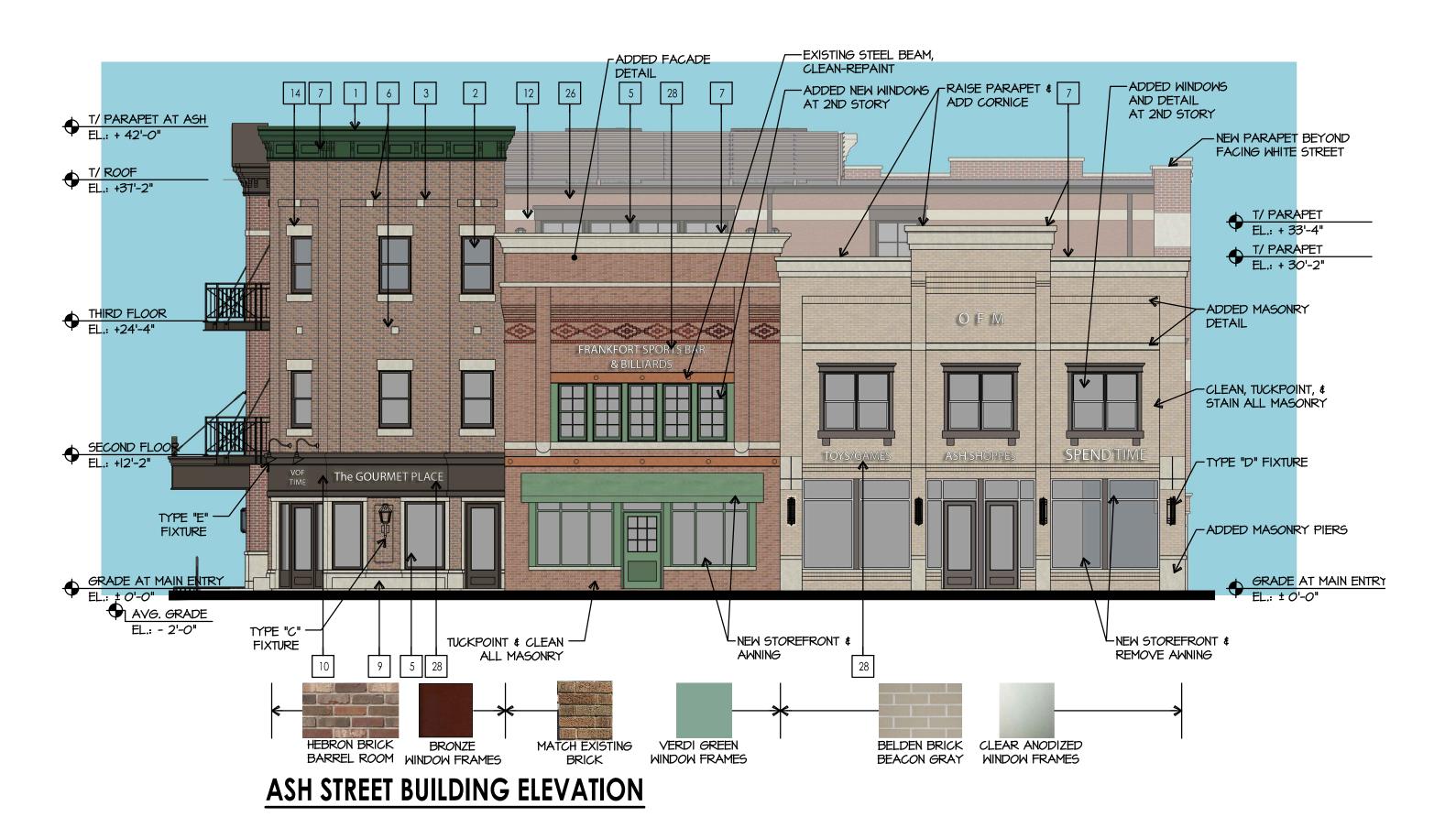
GC FINAL REVIEW COPYRIGHT — LINDEN GROUP INC. ALL RIGHTS RESERVED. ALL DRAWINGS, SPECIFICATIONS, PLANS, CONCEPTS, ARRANGEMENTS
AND DESIGNS REPRESENTED OR REFERRED TO IN THESE DOCUMENTS
ARE INSTRUMENTS OF SERMCE, AND THEREFORE ARE THE PROPERTY OF
LINDEN ROPUP INC. NONE OF THE ABOY MAY BE DISCLOSED TO
ANY PERSONS FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN
AUTHORIZATION OF LINDEN GROUP INC.

PRELIMINARY BUILDING **ELEVATIONS**

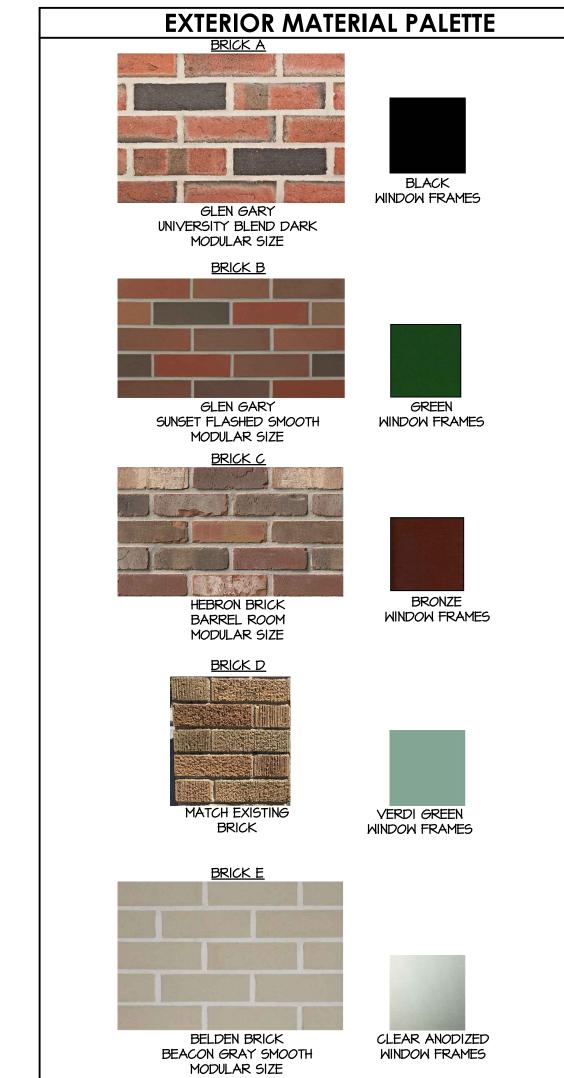


SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"









ARCHITECTURE LAND PLANNING INTERIOR ARCHITECTURE LANDSCAPE ARCHITECTURI

10100 ORLAND PARKWAY SUITE 11 ORLAND PARK, ILLINOIS 60467 (708) 799-4400 WWW.LINDENGROUPINC.COM



MIXE PMENT WHITE STREET OIS 60423 OP <u>ن</u> Ш 岁

SED **P** PR

2021-0226 PROJECT NUMBER

04/28/2023

GC DRAWN BY FINAL REVIEW

COPYRIGHT — LINDEN GROUP INC. ALL RIGHTS RESERVED. ALL DRAWINGS, SPECIFICATIONS, PLANS, CONCEPTS, ARRANGEMENTS
AND DESIGNS REPRESENTED OR REFERRED TO IN THESE DOCUMENTS
ARE INSTRUMENTS OF SERMCE, AND THEREFORE ARE THE PROPERTY OF
LINDEN ROPUP INC. NONE OF THE ABOY MAY BE DISCLOSED TO
ANY PERSONS FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN
AUTHORIZATION OF LINDEN GROUP INC.

> PRELIMINARY BUILDING **ELEVATIONS** RENDERED

BRICK B GLEN GARY SUNSET FLASHED SMOOTH MODULAR SIZE

GREEN
WINDOW FRAMES

<u>BRICK C</u> HEBRON BRICK BARREL ROOM MODULAR SIZE



BRONZE WINDOW FRAMES









<u>BRICK E</u> BELDEN BRICK BEACON GRAY SMOOTH MODULAR SIZE

CLEAR ANODIZED WINDOW FRAMES

CUSTOM STONE WORKS CAST LIMESTONE



VERDI GREEN WINDOW FRAMES

<u>BRICK D</u> MATCH EXISTING BRICK

LINDENGROUP

ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE

10100 ORLAND PARKWAY SUITE 110 ORLAND PARK, ILLINOIS 60467 (708) 799-4400 WWW.LINDENGROUPINC.COM

MIXED 3-STORY
LOPMENT
22 WHITE STREET
LINOIS 60423 PROPOSED NEW

2021-0226

04/28/2023

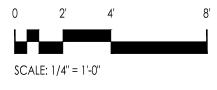
DRAWN BY

COPYRIGHT — LINDEN GROUP INC.
ALL RIGHTS RESERVED.
ALL DRAWINGS, SPECIFICATIONS, PLANS, CONCEPTS, ARRANGEMENTS
AND DESIGNS REPRESENTED OR REFERRED TO IN THESE DOCUMENTS
ARE INSTRUMENTS OF SERVICE, AND THEREFORE ARE THE PROPERTY OF
LINDEN GROUP INC. NOTE OF THE ABOVE MAY BE DISCLOSED TO
ANY PERSONS FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN
AUTHORIZATION OF LINDEN GROUP INC.

EXTERIOR MATERIALS RENDERED

132

BUILDING SECTION (LOOKING WEST)





ARCHITECTURE LAND PLANNING INTERIOR ARCHITECTURE LANDSCAPE ARCHITECTUR 10100 ORLAND PARKWAY SUITE 110 ORLAND PARK, ILLINOIS 60467 (708) 799-4400 WWW.LINDENGROUPINC.COM



3-STORY MIXED OPMENT 22 WHITE STREET LINOIS 60423

2021-0226 04/28/2023

CT DRAWN BY GC COPYRIGHT — LINDEN GROUP INC.
ALL RIGHTS RESERVED.
ALL DRAWNOS, SPECIFICATIONS, PLANS, CONCEPTS, ARRANGEMENTS
AND DESIGNS REPRESENTED OR REFERRED TO IN THESE DOCUMENTS
ARE INSTRUMENTS OF SERVICE, AND THEREFORE ARE THE PROPERTY OF
LINDEN GROUP INC. NOW OF THE ABOVE MAY BE DISCUSSO TO
ANY PERSONS FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN
AUTHORIZATION OF LINDEN GROUP INC.

PRELIMINARY

BUIDING SECTION



MIXED

PROPOSED USE L

2021-0226 PROJECT NUMBER 04/28/2023

RENDERED **VIEWS**



VIEW LOOKING WEST ON KANSAS STREET SIDEWALK



VIEW LOOKING NORTH AT ROOF DECK



VIEW LOOKING SOUTH-EAST ON KANSAS STREET



VIEW LOOKING NORTH ON WHITE STREET











PROPOSED

2021-0226 PROJECT NUMBER 04/28/2023

RENDERED VIEW\$



VIEW LOOKING SOUTH ON WHITE STREET



VIEW LOOKING SOUTH ON WHITE STREET



VIEW LOOKING NORTH ON ASH STREET



ARCHITECTURE LAND PLANNING INTERIOR ARCHITECTURE

10100 ORLAND PARKWAY SUITE 110 ORLAND PARK, ILLINOIS 60467 (708) 799-4400 WWW.LINDENGROUPINC.COM

2021-0226 PROJECT NUMBER 04/28/2023



MARCH 21 AT 9AM



MARCH 21 AT 12PM



MARCH 21 AT 3PM



JUNE 21 AT 9AM



JUNE 21 AT 12PM



JUNE 21 AT 3PM



SEPTEMBER 21 AT 9AM



SEPTEMBER 21 AT 12PM



SEPTEMBER 21 AT 3PM

DECEMBER 21 AT 3PM

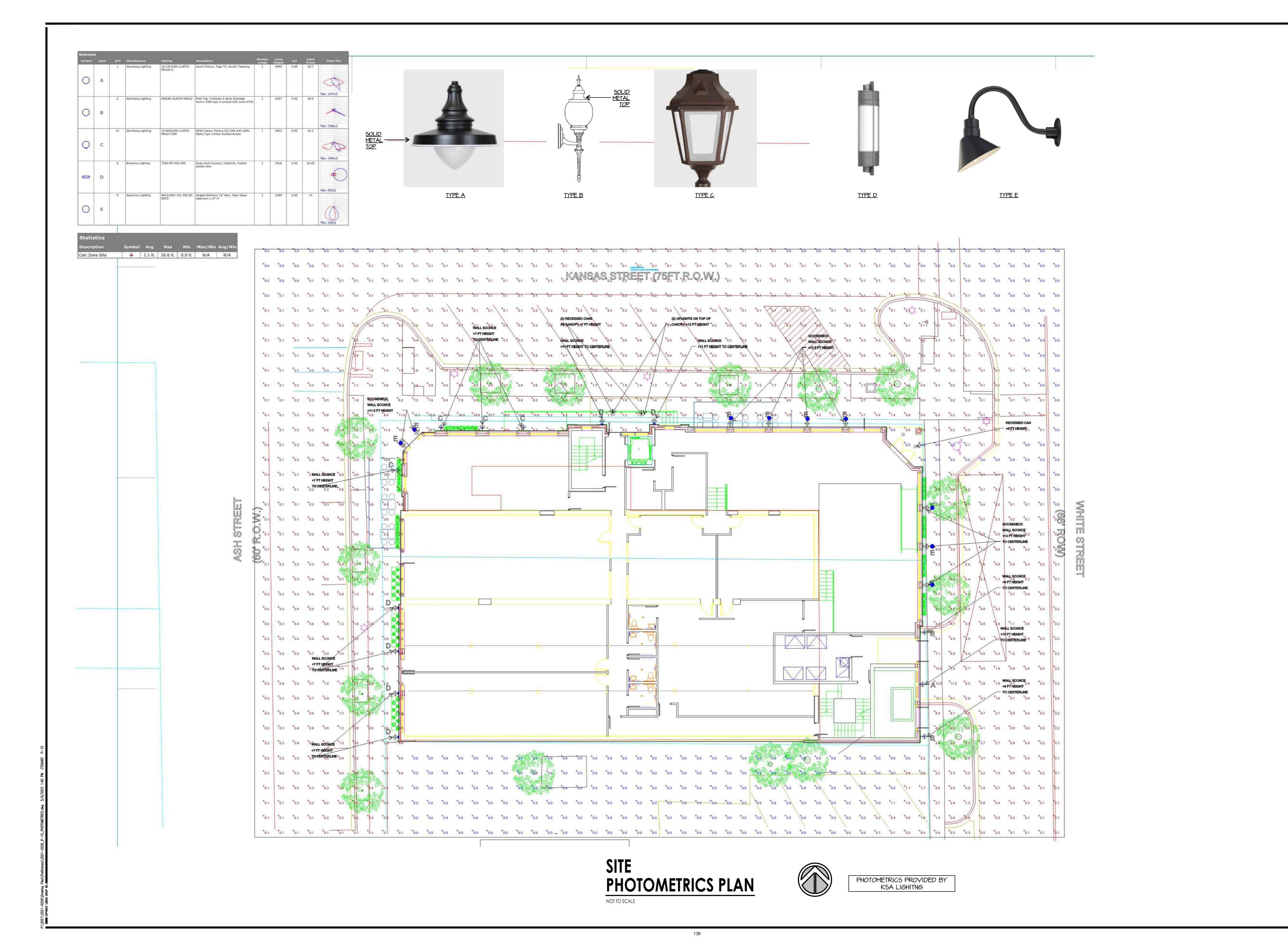


DECEMBER 21 AT 9AM



DECEMBER 21 AT 12PM







ARCHITECTURE LAND PLANNING INTERIOR ARCHITECTURE LANDSCAPE ARCHITECTUR 10100 ORLAND PARKWAY SUITE 110 ORLAND PARK, ILLINOIS 60467 (708) 799-4400 WWW.LINDENGROUPINC.COM



MIXED MENT TE STREET 60423 OP Ш

4

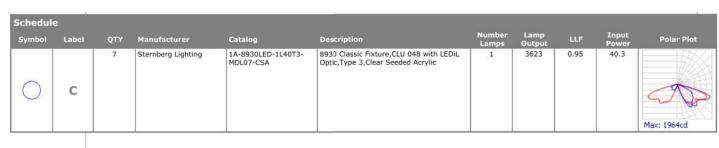
2021-0226

04/28/2023

GC

DRAWN BY COPYRIGHT — LINDEN GROUP INC. ALL RIGHTS RESERVED.

PHOTOMETRICS PLAN

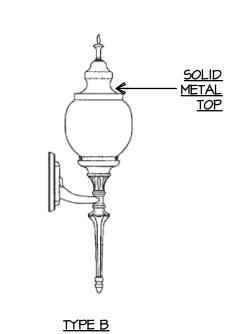


Symbol Avg Max Min Max/Min Avg/Mi Calc Zone Third Floor + 1.5 fc 17.6 fc 0.0 fc N/A N/A

uminaire Locations 180.00 0.00 459.80 -28.80 90.00 0.00 500.80 -30.70 7' 6 C 444.90 20.20 7' 0.00 0.00 7 C 395.90 19.20 7' 0.00 0.00 1 C 368.20 -5.70 7' 270.00 0.00



TYPE A



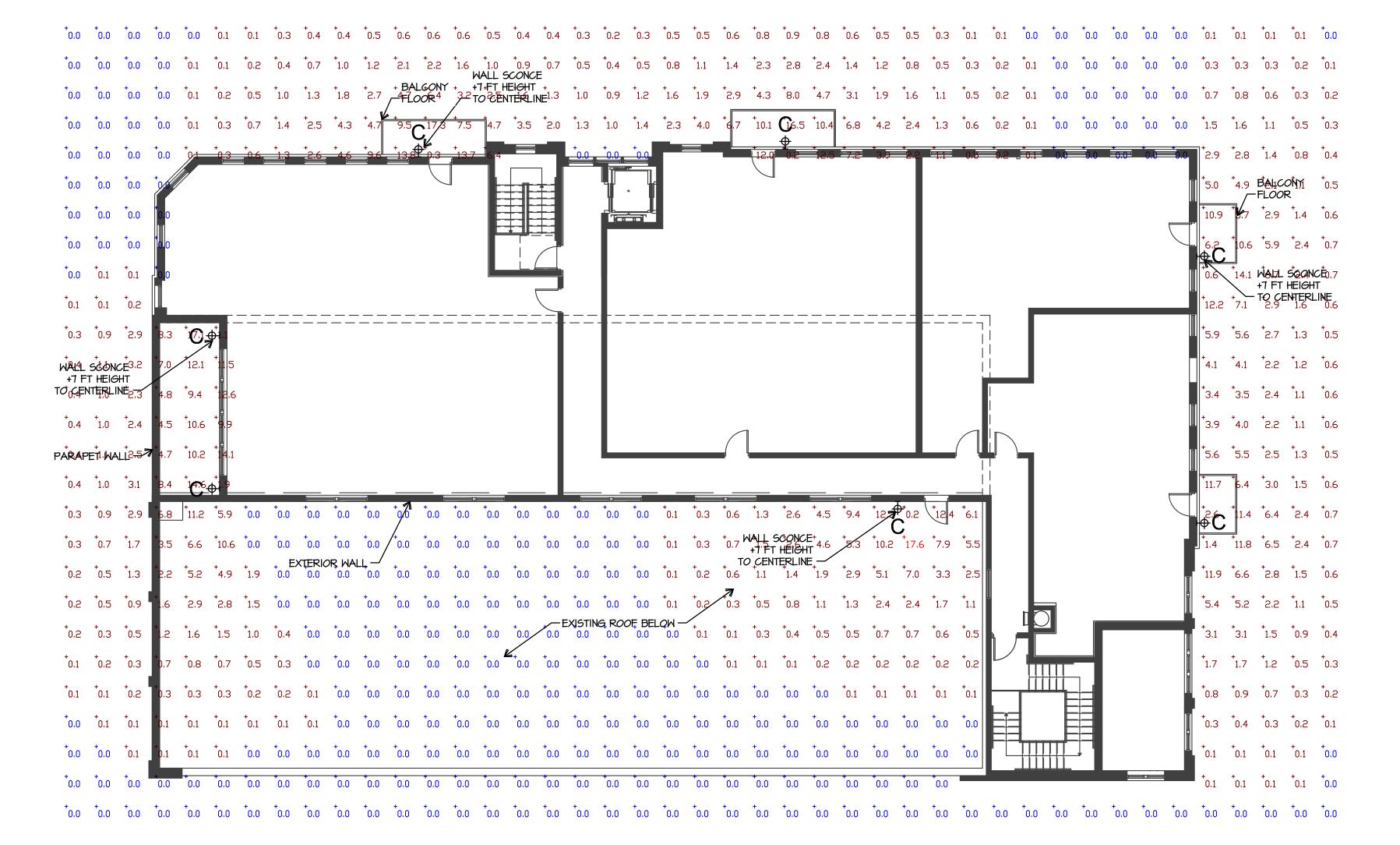




TYPE D



TYPE E



THIRD FLOOR PHOTOMETRICS PLAN

NOT TO SCALE



PHOTOMETRICS PROVIDED BY KSA LIGHITNG



ARCHITECTURE LAND PLANNING INTERIOR ARCHITECTURE LANDSCAPE ARCHITECTUR 10100 ORLAND PARKWAY SUITE 11 ORLAND PARK, ILLINOIS 60467 (708) 799-4400 WWW.LINDENGROUPINC.COM



MIXED

OPMENT WHITE STREET NOIS 60423 OP VEL ROPOSED

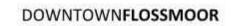
2021-0226

04/28/2023

GC DRAWN BY FINAL REVIEW COPYRIGHT — LINDEN GROUP INC. ALL RIGHTS RESERVED.

THIRD FLOOR **PHOTOMETRICS** PLAN

SHEET NAME



+- 40'-0" estimated height



HIGHLAND PARK

+- 40'-0" estimated height



AURORA, IL

+- 42'-0" estimated height



LOCKPORT, IL

+- 44'-0" estimated height

+- 43'-0" estimated height



OTTAWA, IL

ESTIMATED HEIGHT= PLUS OR MINUS 41'-0" TO EAVE, PLUS HIP ROOF @ +- 5'-0" = +- 46'-0"



3-STORY EXISTING BUILDING FRANKFORT, IL H-1 DISTRICT PUD



ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE 10100 ORLAND PARKWAY SUITE 110 ORLAND PARK, ILLINOIS 60467 (708) 799-4400 WWW.LINDENGROUPINC.COM

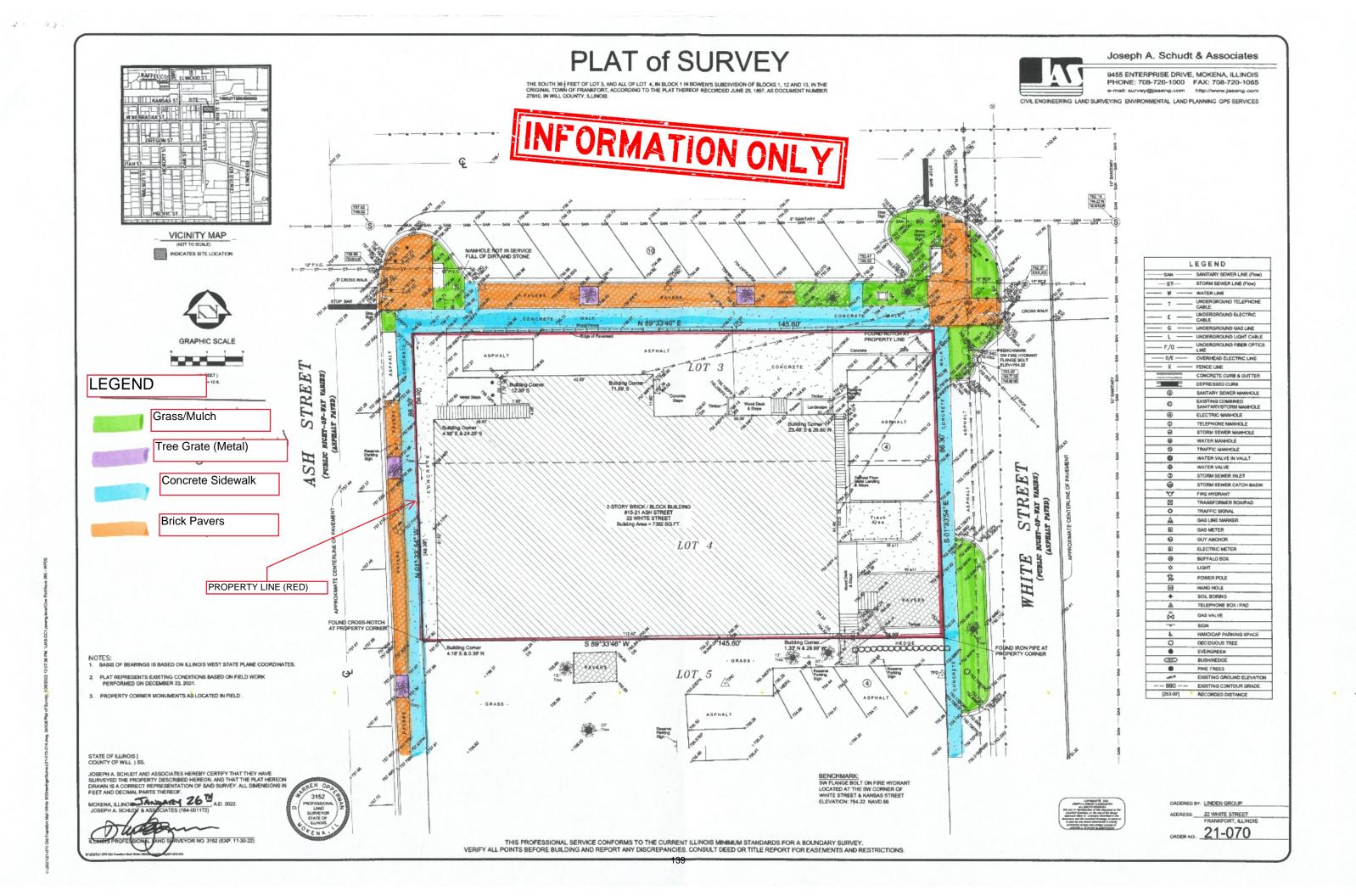


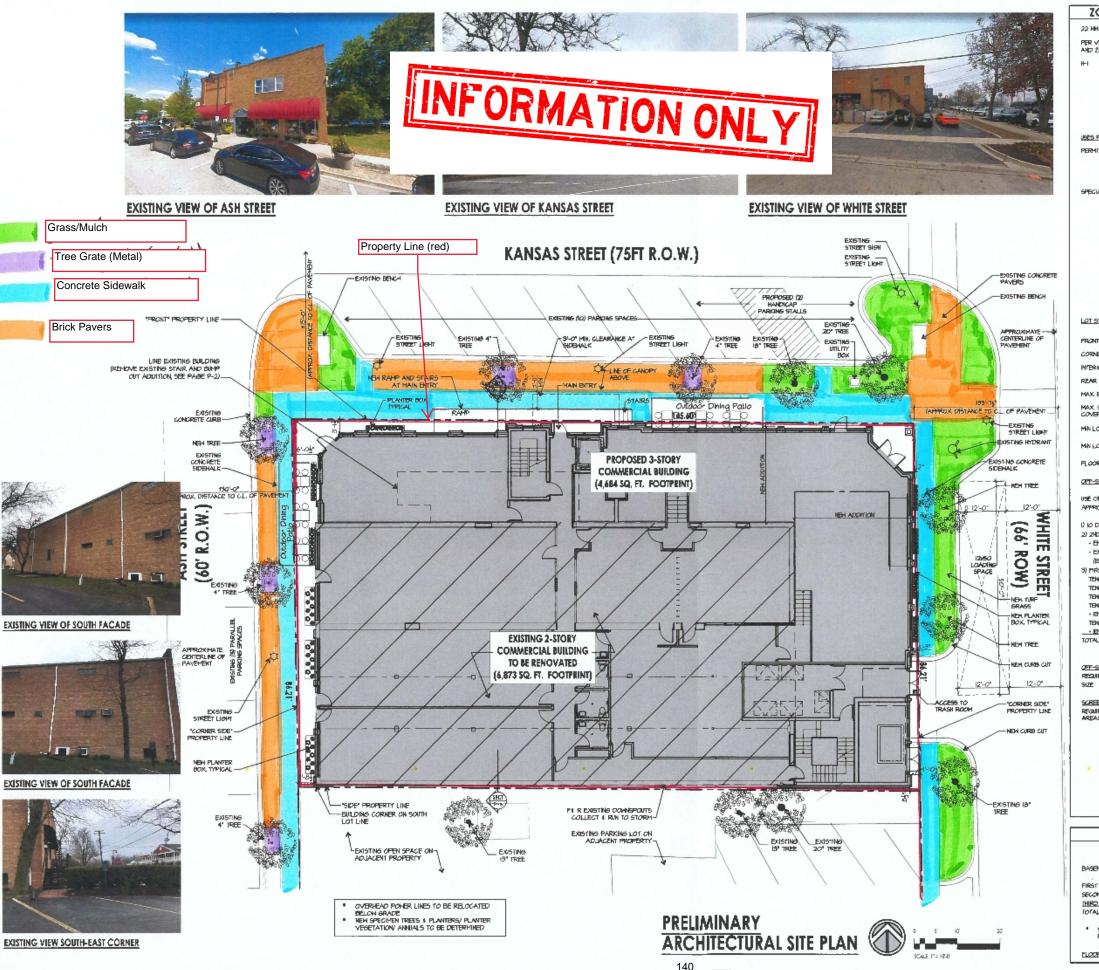
MIXED PROPOSED

2021-0226 PROJECT NUMBER

04/28/2023

EXAMPLES OF OTHER 3 STORY BUILDINGS





ZONING DATA - 15 ASH ST. / 22 WHITE ST.

22 HHITE STREET, FRANKFORT, ILLINOIS (OLDE FRANKFORT HALL)

PER VILLAGE OF FRANKFORT ZONING ORDINANCE (LAST REV SEPTEMBER 20, 2021) AND ZONING MAP (ADDITED DECEMBER 21, 2020)

HISTORIC DISTRICT - THE HA HISTORIC DISTRICT IS INTERDED TO PRESERVE AND INHANCE THE HISTORIC DONATIONS COMMERCIAL AREA. IN THE VALABOR OF TRANSFORT, THE MOVERFERS AND SHIPTO OF POPULATION AND THE CHANGES IN RESIDENTIAL, COMMERCIAL AND INJURIENT, USES THREATEN THE DISAMPRANACE OF AREAS, PLACES, BILLDINGS, COMMENTY AND ASSIMETIC INTERESTS, VALUES AND CUSTOMS OF HISTORICAL SHIPTICANCE OF THE VILLAGE. HER PRESERVATION AND CONTINIED WILLIAMON ARE INCRESSARY AND DESIGNATION AND CONTINIED WILLIAMON ARE INCRESSARY AND DESIGNATION AND CONTINIED WILLIAMON AND INCRESSARY AND DESIRABLE OF TO DOING DEVILOPMENT OF THE VILLAGE OF PRANKPORT, AND TO THE WELFARE OF ITS RESIDENTS.

USES PERMITTED PER TABLE IN ARTICLE 5

DIELLING UNTS ABOVE IST FLOOR HEALTHCARE/OFFICE NDOOR BISHESSARFIAL SALES (INDER 5,000 SF) OFFICE? PRESSIONAL SERVICE PERSONAL SERVICE

SPECIAL USE

BED AND BREAKFAST HOTEL/ HOTEL VACATION REMTAL NODOR OFFICE AND CHURAL NODOR RECREATION AND ENTERTAINMENT OUTDOOR RECREATION AND EXTERTAINMENT BAKERY CONVEHENCE STORE CONTRIBUTE STORE
DAYCARE
DRY CLEMINS
DRY CLEMINS
DROOR BISINESSRETAL SALES (\$,000-100,000 SF)
MADARE ESTABLISHENT
MADDREBERT/ DISTILLER// HNERY
ACCESORY LIQUOR SALES
RESTAURANT
TAYERI
ONDOOR SEATING ASSOCIATED HITH RESTAURANT
PLANED WHIT DEVELOPMENT

LOT STANDARDS (PER ARTICLE 6 YARD AND BULK RES TABLE)

	PRONT YARD	ALLOAED. OFT	AGINAL/EROPOSED PER PLAN
I	CORNER SIDE YARD	IO FF	PER PLAN
I	INTERIOR SIDE YARD	5 FT	MER PLAN
I	REAR YARD	IO FT	PER PLAN
I	MAX. BUILDING HEIGHT	多月	PER BLEVATION
	MAX. IMPERVIOUS LOT COMERAGE	NO HAX.	12565.3 SF
	MIN LOT AREA	5,000 5 F	PER SURVEY
	MN LOT AIDTH	50 FY	PER SURVEY
1			

OFF-STREET PARKING CALCULATIONS (PER ARTICLE 1)

USÉ OF PUBLIC PARKING LOTS PÉRHITTÉD IN 4-1 DISTRICT PER ARTICLE 6, 0.3.6. APPROVAL OF VARIATION REGULATION

I) IO DWELLINGS UNITS (8 ONE BEDROOM + 2 STUDIO UNITS) AT 2 G	AR/UNIT = 2
2) 2ND FLOOR EXISTING BOWLING LANES: 6 LANES X 5 CARS PER	LAKE = 2
 EMPLOYEES DURING LONGEST SHIFT 	= 5
- EXISTING LOUNGE SPACE: 2600 SF / 15 = FI4 / 4	= 4
(EHPLOYEES INCLUDED ABOVE)	
3) FRST FLOOR	
TENANT DIA PROPOSED RESTAURANTI 2400 SP / 100	= 2
TEMANT OID PROPOSED EVENT SPACE: (JPR) SF / IS = 79 / 4	- 1
TENANT OIC PROPOSED KITCHEN I EMPLOYEES	4 h
TENANT 02 PROPOSED COMMERCIAL: 720 SF / 200	- 4
+ EMPLOYEES	4.3
TENANT SA, SB, 4 4 5 4 3/08I SF / 25/0	- [
• EMPLOYEES	- 2
TOTAL CARS	TIO GARS
	(* 48 MBN GAR

SCREENING (PER ARTICLE 1)

REGURED AT ALL SERVICEUTLITY AREAS INCLUDING LOADING DOCKS, STORAGE AREAS, TRASH DUMPSTER, MECHANICAL/ELECTRICAL/PLIMBING EQUIPMENT

GROSS BUILDING AREA

	EXISTING	Apprion	TOTAL
BASEMENT FLOOR	6884 SF	800 SF	BxcL√ DB p
FIRST FLOOR	6884 SF	4684 SF	1(513-5F
SECOND FLOOR	6884 SF	4BM SF	ILTOB SE
THRO FLOOR	05F.*	4.819.SF	4.819 SF
TOTAL FLOOR AREA			28/00 SF

STRUCTURAL ANALYSIS IS NEEDED FOR POSSIBLE ADDITION OF ROOF DECKY TENANT AMEN'TY SPACE ON THE EXISTING BUILDING.

FLOOR AREA RATIO (FAR): 25/00 9F / 125653 9F = 2.24



ARCHITECTURE LAND PLANNING INTERIOR ARCHITECTURE ANDSCAPE ARCHITECTUR 10100 ORLAND PARKWAY SUTE LIG ORLAND PARK JULINOIS A0467 [708] 799-4400 WWW BND54GPOUTHOLOOM



PROPOSED NEW 3-STORY MIXED USE DEVELOPMENT
15 ASH STREET / 22 WHITE STREET FRANKFORT, ILLINOIS 60423

	PRONT YARD	O FT	AGTUAL EROPOSED PER PLAN
I	CORNER SIDE YARD	IO FF	PER FLAN
I	INTERIOR SIDE YARD	5 FT	MER PLAN
I	REAR YARD	IO FT	PER FLAN
I	MAX. BUILDING HEIGHT	多 FT	PER BLEVATION
	MAX. IMPERVIOUS LOT COMERASE	NO HAX,	12565.9 SF
I	MIN LOT AREA	5,000 5 F	MER SURVEY
	MINITOR HOUR	50 FY	PER SURVEY
1			

OTAL CARS	TIO GARS (* 48 NBN GAR
· EMPLOYEES	- 2
TENANT SA, SB, 4 4 5 4 3/08/ SF / 25/0	- 3
· EMPLOYEES	4.3
TENANT 02 PROPOSED COMMERCIAL: 720 SF / 200	- 4
TENANT OIL PROPOSED KITCHEN I EMPLOYEES	< 10
TENANT OID PROPOSED EVENT SPACE: (OR6 SF / US = 73 / 4	- H
TEMANT OLA PROPOSED RESTAURANTI 2400 SP / 100	= 24
PRST FLOOR	
(EMPLOYEES INCLUDED ABOVE)	
- EXISTING LOUNGE SPACE: 2500 SF / IS = FI4 / 4	= 4-
· EMPLOYEES DURING LONGEST SHIFT	= 5
) 24D FLGOR EXISTING BOWLING LAMES; & LANES X 5 CARS PER !	
D Dreibles will be the opproper 12 Steps de 13 A1 2 or	

OFF-STREET LOADING REQUIREMENTS (FER ARTICLE TI)

I BESTI PER 10,000-100,000 GPA 12 FT MIDE X 50 FT LENGTH X 14 FT HEISH

2021-0226 09/22/2022

CT,GWC

COPYRIGHT - LINCON CROWN INC. R.L. BYOYS MISSISSES AL CHINES, PASSENCE, PARK, TORONTO, AMMERICA AND RESIDENCE PARKETS OF REPORT OF A TORONTO, AND A

PRELIMINARY ARCHITECTURAL SITE PLAN



Project: Grounded Coffee – Outdoor dining patio

Meeting Type: Public Hearing

Request: Special Use Permit – Outdoor seating associated with a permitted restaurant

Location:15 Ash StreetApplicant:Stephen GiannoneProp. Owner:SHI NAPs LLCRepresentative:Stephen Giannone

Plan Reviewer: Christopher Gruba, Senior Planner

Site Details

Lot Size: 12,565.3 square feet (0.29 acres)

PIN(s): 19-09-28-208-003-0000 Existing Zoning: H-1 (Historic District)

Proposed Zoning: N/A Buildings: 1

Total Sq. Ft.: ±735 square feet (patio area)

Adjacent Land Use Summary:

	Land Use	Comp. Plan	Zoning
Subject Property	Bowling Alley/Retail	Mixed Use	H-1
North	Park	Parks/Open Space	H-1
South	Commercial	Mixed Use	H-1
East	Commercial	Mixed Use	H-1
West	Commercial	Mixed Use	H-1

Figure 1. Location Map



Project Summary -

Grounded Coffee is seeking to install an outdoor dining patio along the north façade of the Old Frankfort Mall building, adjacent to their existing coffee shop. The outdoor seating area would measure approximately 735 square feet and would be located along the north side of the building on the existing asphalt surface. The seating area would be enclosed by the existing split rail fence adjacent to the public sidewalk along Kansas Street and landscape planter boxes on either end (east and west). Hanging landscape boxes would also be placed along the wood split rail fence. The outdoor seating area would contain three 4-seat tables and three 2-seat tables. The tables would have tan umbrellas which would not have any advertisement. The patio area is intended to be available during the existing business hours.

Outdoor seating areas associated with a permitted restaurant require a Special Use Permit, reviewed by the PC/ZBA for final action by the Village Board. Since this project is also located in the H-1 (Historic) district, review is also required by the Historic Preservation Commission, which would need to grant a Certificate of Appropriateness. The HPC meeting has been scheduled for May 31, 2023. The applicant was permitted by the Building Department to set up the tables and chairs as long as there is an active application for a Special Use Permit for outdoor seating. This was done in part to allow Grounded Coffee to have outdoor seating in time for the 60423 Village celebration.

Attachments

- Aerial photographs, GIS, prepared by staff
- Survey of property, with approximate location of outdoor seating area noted
- Site plan provided by the applicant, received May 4, 2023
- Findings of Fact for a Special Use Permit, completed by the applicant
- Photographs of the site, taken by staff on March 17, 2022 and September 23, 2022
- Special Use Findings of Fact Commissioner Evaluation Form

Analysis ———

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

Outdoor seating location

• The proposed outdoor dining area would measure approximately 735 square feet, located along the north side of the building. Being on the north side of the building, this area is typically shaded. The owner of this property submitted plans for a 3-story building addition, for which a public hearing is scheduled for June 8, 2023. If approved, this building addition would be placed in the area of the proposed outdoor seating for Grounded Coffee. Should this happen, the Special Use Permit for outdoor seating for Grounded Coffee would be nullified. This has been added as a condition of approval.

Design and Construction Materials

- The only new materials proposed are landscape planters on the ground, landscape planters hung on the
 existing split rail fence and the addition of tables and chairs outside. There would be no changes to the
 existing asphalt surface or walls of the building.
- Village Zoning Ordinance requires all outdoor seating areas be enclosed by a fence, wall, or landscaping
 with a minimum height of 36", regardless of whether alcohol is served. The outdoor seating area would
 be enclosed by the existing split rail wood fence and landscape planters, meeting this requirement. No
 alcohol would be served on the patio.
- There is a break in the fence along Kansas Street. The outdoor seating area would end at this break and be enclosed by landscape planters.
- The adjacent concrete public sidewalks would remain unobstructed.
- No awning (retractable or otherwise) is proposed for the patio expansion.
- The proposed outdoor seating area will remain ADA accessible.
- The exterior stairs to the bowling alley would not be obstructed by the outdoor seating area or landscape planters.

Lighting

• The applicant has not proposed additional lighting for the patio expansion. The existing patio is currently illuminated by two public lamp posts on either end of the patio, within the right-of-way.

Other

• The Building Department has noted that the existing restroom facilities are adequate to serve the increase of patrons for the outdoor dining expansion.

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.

Findings for Consideration

The Plan Commission/Zoning Board of Appeals finds:

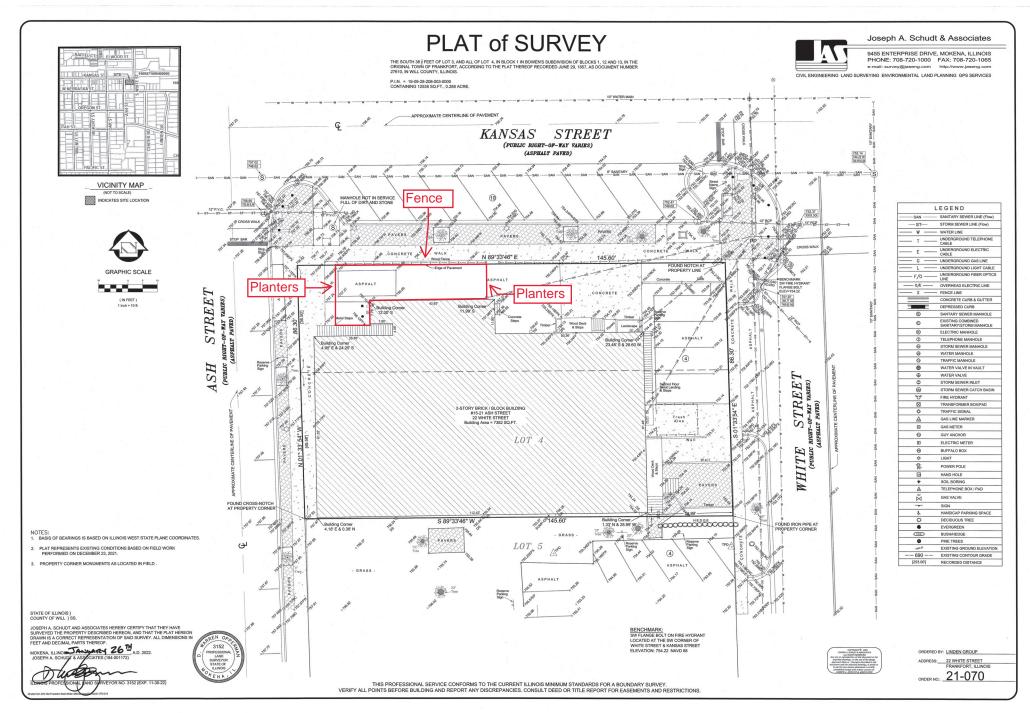
- 1. That the establishment, maintenance or operation of the special use will not be detrimental to, or endanger, the public health, safety, morals, comfort or general welfare.
- 2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the 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.

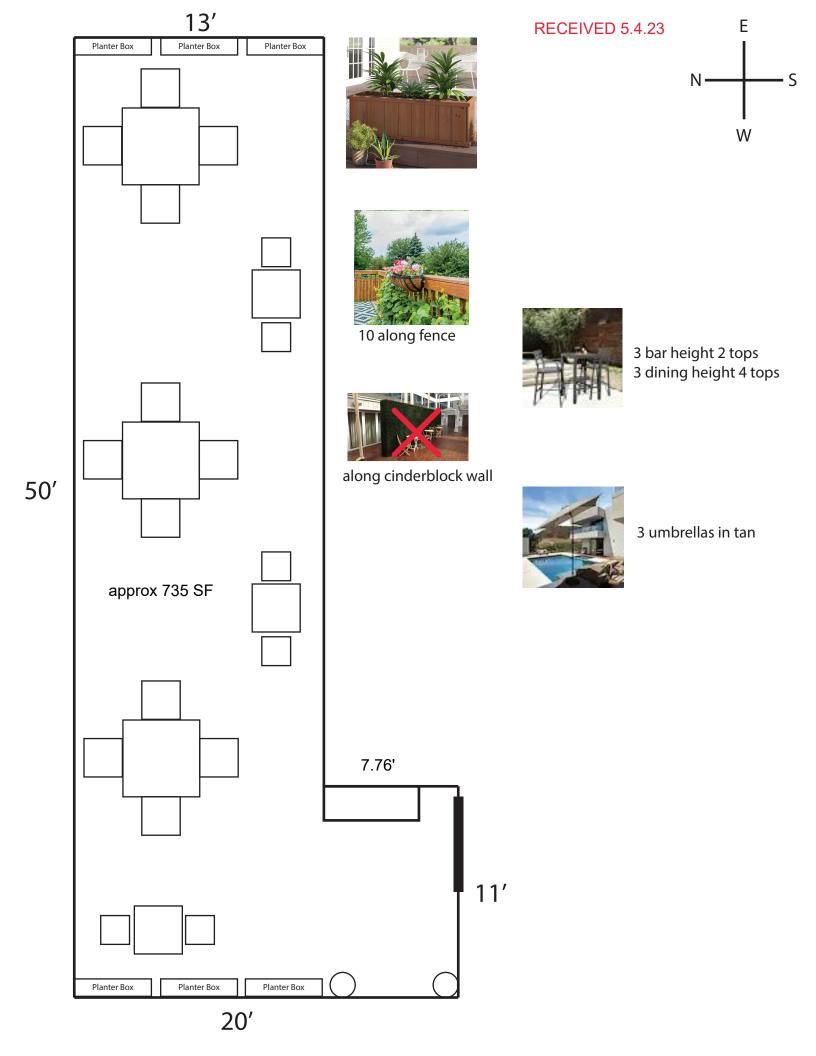
1. Recommend the Village Board approve a Special Use Permit to allow a permanent outdoor seating area associated with a permitted restaurant on the property located at 15 Ash Street, in accordance with the reviewed plans, public testimony and findings of fact with the condition that if the outdoor seating area is replaced with a building addition, this Special Use Permit will become null and void.

15 Ash Street - Olde Frankfort Mall





28 Frankört Mall White Stilbrewings/Survey/21-070-214-dwg, 24X36 Plot of Survey, 1/28/2022 12:07:36 PM, IUAS-DCI (seeing koosifiDre PlydW





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.
	Agreed

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.
	Agreed

- 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.
 Agreed
- 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.

Agreed

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



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	MEE	TS
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	MEET	S
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		
	variation is based would not be applicable,	YES	NO
	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	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.		







Project: Musard-Hawtree Residence Addition

Meeting Type: Workshop

Request(s): Reduce required rear yard setback from 30 feet to 12 feet 11 inches; Reduce required total

of the side yards from 25 feet to 18 feet; and Plat of Resubdivision to consolidate lots; to allow construction of a first-floor addition to the rear of an existing single-family home.

Location:240 Oak StreetApplicant:Lara MusardProp. Owner:Same as above

Consultants: Robert Juris & Associates Architects, Ltd.

Representative: None

Report By: Michael J. Schwarz, AICP

Site Details

Lot Size: 12,500 SF

PIN(s): 19-09-28-225-022-0000

Existing Zoning: R-2, Single-Family Detached Residential

Prop. Zoning: N/A

Building(s) / Lot(s): 1 building / 1 lot

Adjacent Land Use Summary:

	Land Use	Comp. Plan	Zoning
Subject Property	Single-Family Residential	Single Family Residential	R-2
North	Vacant Lot	Single Family Residential	R-2
South	Single-Family Residential	Single-Family Residential	R-2
East	Single-Family Residential	Single Family Residential	R-2
West	Single-Family Residential	Single Family Residential	R-2



Project Summary

The applicant, Lara Musard, is seeking to build a 500 square-foot first-floor addition to rear of an existing 1,812 square-foot one-story home located at 240 Oak Street. The applicant intends to create an additional living space (new bedroom, bathroom, and kitchenette) on the rear/west side of the home for an elderly family member. The applicants are requesting:

- 1. A zoning variation to reduce the required rear yard from 30 feet to 12 feet, 11 inches;
- 2. A zoning variation to reduce the required total of the required side yards from 25 feet to 22 feet, 1 inch (for the new addition); and,
- 3. A Plat of Resubdivision to consolidate the two existing underlying lots of record which are under the same ownership pursuant to Article 10, Section L of the Zoning Ordinance.

Attachments

- 2022 Aerial Photograph from Will County GIS
- Photographs of site taken 6.2.23

- Plat of Survey dated 8.2.11, received 4.26.23
- Site Plan last revised 4.19.23, received 5.25.23
- Floor Plans (Demo and New) last revised 4.19.23, received 5.25.23
- Exterior Elevations last revised 4.19.23, received 5.25.23
- Variation Findings of Fact prepared by applicant
- Variation Findings of Fact Commissioner Evaluation Form

Analysis -

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

• The following table is provided to compare the subject property with the R-2 District dimensional and bulk standards:

	R-2 Single-Family Detached Residential District Requirement	Subject Property	Comments
Minimum Lot Size (square feet) (Single-Family Dwelling)	15,000 SF	12,500 SF	Legally nonconforming
Minimum Lot Width (Feet)	100 feet	100 feet	Complies
Minimum Lot Depth	150 feet	125 feet	Legally nonconforming
Minimum Required Yards (feet) Front Side Rear Corner Side	 30 feet Total 25 feet; min. 10 feet on any side 30 feet 30 feet 	 29 feet, 9 inches existing Total of 18 feet existing, Total of 22 feet, 1 inch (for the proposed addition) 12 feet, 1 inch existing (south side yard) 5 feet, 11 inches existing (north side yard) 	Variation of rear yard requested. Variation of total of side yards is requested.
Maximum Height (feet)	35 feet	14 feet, 2 inches	Complies
Maximum Lot Coverage	20% (25% for one-story)	25% proposed	Complies
Maximum Impervious Coverage	40%	3,997 SF or 31.98% existing, 4,627 SF or 37% proposed	Complies
Maximum Rear Yard Coverage	30%	<5% existing, 300 SF or 10% proposed	Complies
Minimum Gross Floor Area (square feet, includes basement)	2,400 (for a one-story)	1,812 SF existing, 2,312 SF proposed	Legally nonconforming
Minimum Basement Size	80% of the ground floor area	0% existing, 0% proposed	Legally nonconforming

- The existing property is Lots 67 and 68 in McDonald's Subdivision, which was recorded circa late 1940's. At the time the subdivision was recorded, the lot complied with the minimum standards for the R-2 district.
- The existing 12,500 square-foot lot is smaller than the typical 15,000 square-foot R-2 lot as described in the Zoning Ordinance. The existing 125-foot lot depth is also less than the standard R-2 lot depth of 150 feet. If the existing home, including the proposed 500 square-foot addition was built on a standard R-2 lot, depending on the lot dimensions, it is unknown if the applicant would still need to request the a

variation to reduce the required 30-foot rear yard setback and a variation to reduce the required total of the required side yards from 25 feet to 22 feet, 1 inches (for the new addition).

- The existing non-conformities for this R-2 District property include:
 - 1. Existing 12,500 SF lot area (15,000 SF minimum lot area required)
 - 2. Existing 125' lot depth (150' minimum lot depth required)
 - 3. Existing 29'-9" front yard setback (30' minimum front yard setback required)
 - 4. There is no existing basement (80% of first floor area is required but this only applies to new construction or redevelopment of single-family dwelling units within the ER, R1, and R2 zoning districts platted after January 1, 2000 and constructed upon after April 29, 2013 per Article 6, Part 4(c) on Page 122 of the Zoning Ordinance.
 - 5. The existing house has lap siding on first floor (the brick/stone/masonry requirement for the first-floor addition would be applicable only if expanding the floor area of the house by more than 50% per Article 10, Part 2, Section D of the Zoning Ordinance)
 - 6. The existing house has a 6/12 roof pitch (a minimum 8/12 roof pitch is required)

Standards for Variations ——

For reference during the workshop, 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.

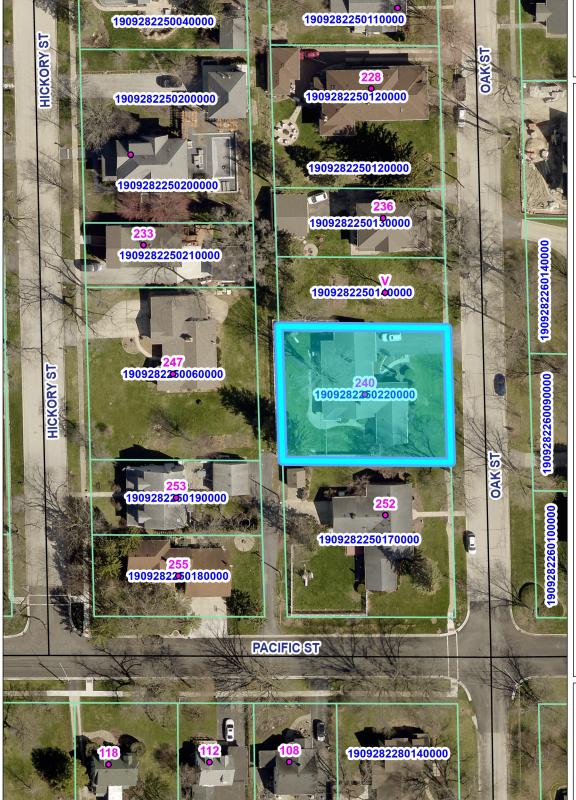
- a. The Zoning Board of Appeals shall not vary the provisions of this Ordinance as authorized in this Article 3, Section B, unless they have made findings based upon the evidence presented to it in the following cases:
 - 1. That the property in question cannot yield a reasonable return if permitted 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.



240 Oak Street







Address Points

Roadways

___ State

County

Local and Private

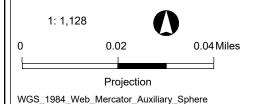
Federal

Parcels

Townships

Notes

Date: 6/1/2023



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.

<u>Site Photos – 240 Oak Street</u>



Figure 1: 240 Oak Street, view of front façade, looking west from Oak Street.



Figure 2: 240 Oak Street, view of rear façade, looking east from west property line.



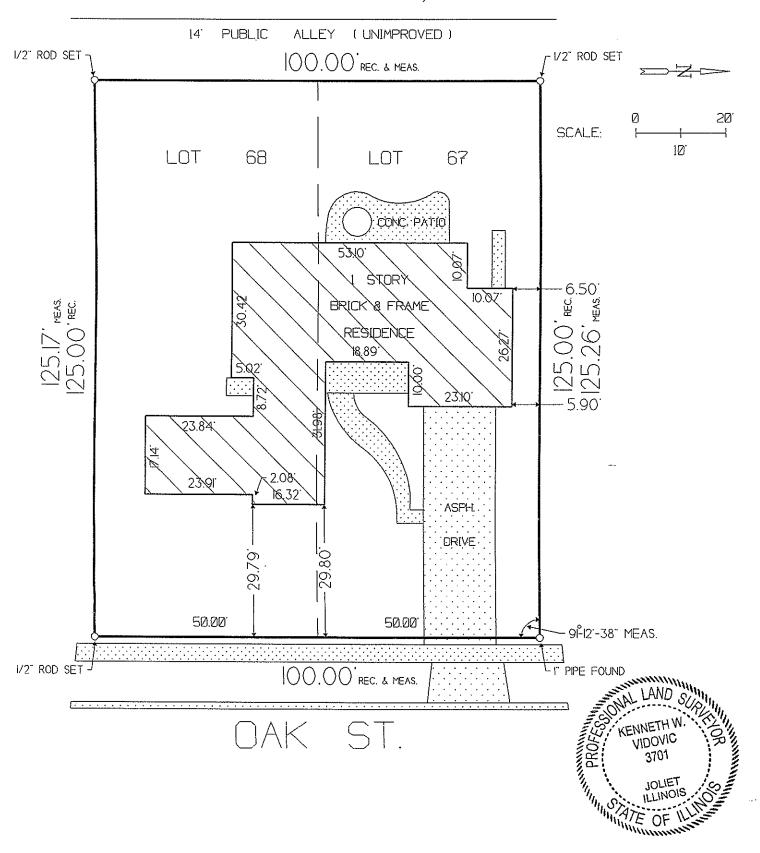
Figure 3: 240 Oak Street, view of existing rear patio and yard, looking northwest from rear entrance.

.

PLAT OF SURVEY

LOTS SIXTY-SEVEN (67) AND SIXTY-EIGHT (68) OF MCDONALD'S SUBDIVISION, SAID SUBDIVISION BEING A PART OF THE NORTHEAST QUARTER (NE. 1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP THIRTY-FIVE (35) NORTH AND RANGE TWELVE (12) EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF FRANKFORT, COUNTY OF WILL, IN THE STATE OF ILLINOIS.

240 OAK STREET FRANKFORT, IL



COMMUNITY SURVEY INC.

68 N. CHICAGO STREET, SUITE 218 JOLIET, IL 60432

(815) 722-9005 (815) 722-9019 - fax

EMAIL: kvcommunitysurvey@att.net

DESIGN FIRM NO. 184-002899

CHECK DEED OR GUARANTEE POLICY FOR BUILDING LINE OR EASEMENT RESTRICTIONS NOT SHOWN ON PLAT OF SURVEY. COMPARE POINTS BEFORE BUILDING.

WE, COMMUNITY SURVEY INC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED FOR MCKEOWN LAW FIRM ABOVE DESCRIBED PROPERTY AND THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. GIVEN UNDER MY HAND SEAL THIS 3RD DAY OF AUGUST 2011

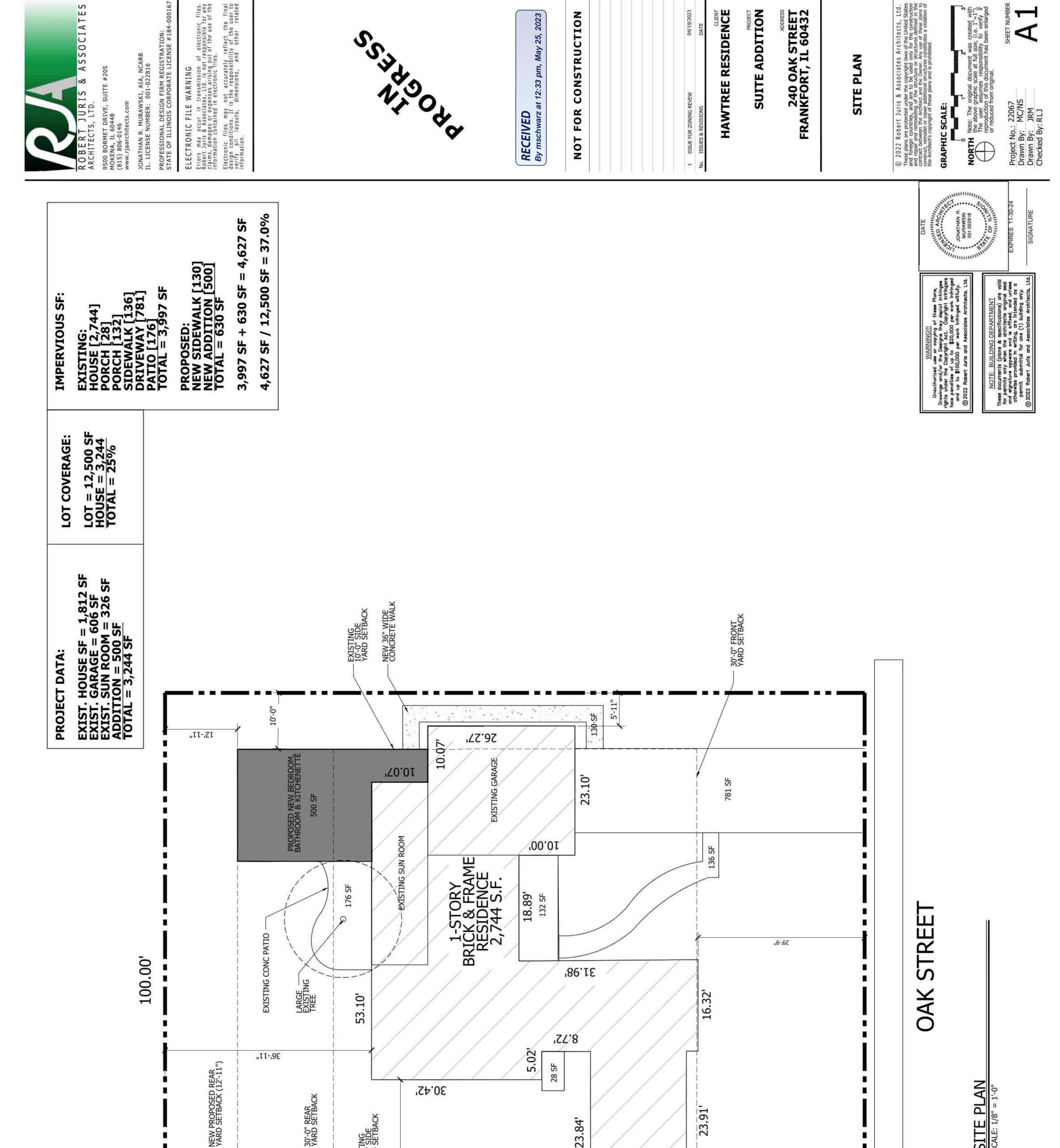
FIELD WORK 08/02/2011

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SURVEY NUMBER <u>11-18094</u>

ILLINOIS LAND SDRVEYOR NO. 3701

EXPIRES 11/30/2012



30,42'

23,91

23.84

172,

17.14

- 30'-0" REAR YARD SETBACK

- EXISTING 15'-0" SIDE YARD SETBACK

ASSOCIATES

AN ...

SITE PL



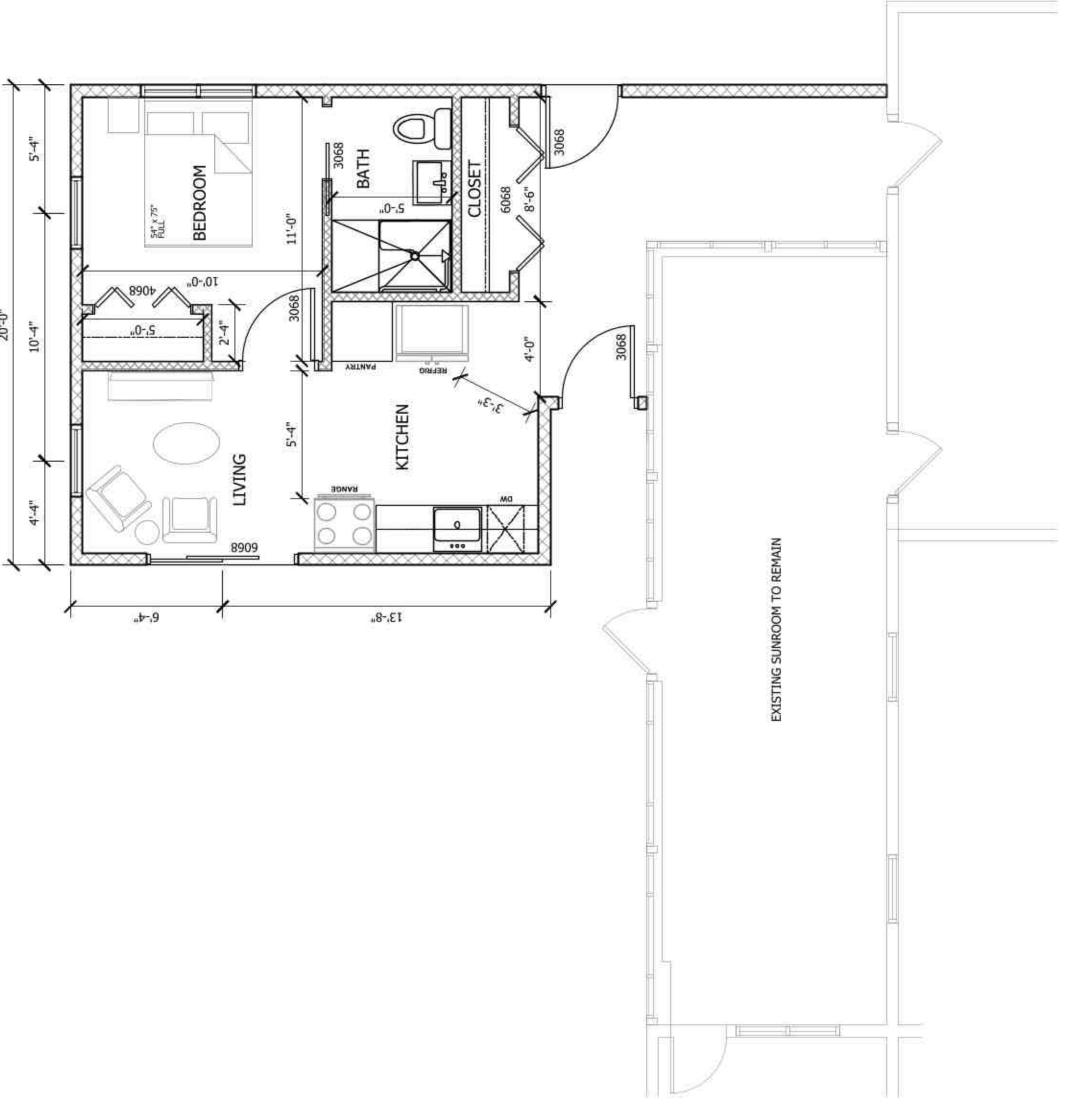
EXISTING WALL CONSTRUCTION TO REMAIN - PATCH AND REPAIR AS NEEDED EXISTING WALL CONSTRUCTION TO BE REMOVED - PATCH AND REPAIR AS NEEDED NEW DOOR & TRAME - SEE SIZE NOTED ON PLAN NEW 2X6 WALL FRAMING W/ FIBER CEMENT OVER 5/8" SHEATHING, BATT INSULATION (R2I), AND 1/2" 67P BD INTERIOR EXISTING DOOR & FRAME TO BE REMOVED AND REPAIR WALL AS NEEDED FLOOR PLAN LEGEND NEW MINDOM - SEE MINDOM SCHEDULE EXISTING DOOR & FRAME TO REMAIN EXAMPLE: 3'-0" x 8'-0"



EXCAVATE AS REQUIRED AT NEW ADDITION LOCATION.

Electronic files may not accurately reflect the final design conditions. It is the responsibility of the user to verify all layouts, dimensions, and other related information.

SCHARO DE LA CONTRACTION DEL CONTRACTION DE LA C



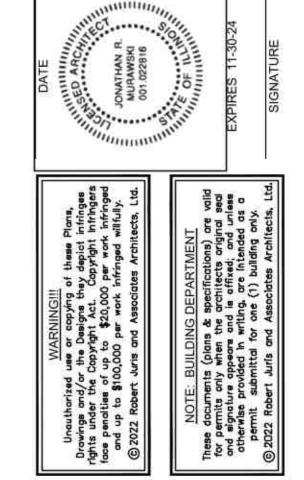


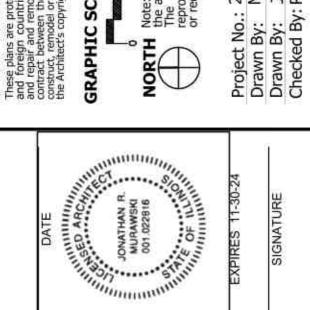
SUITE ADDITION

240 OAK STREET FRANKFORT, IL 60432

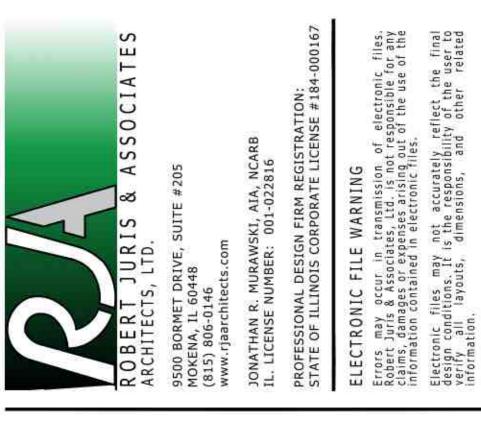
HAWTREE RESIDENCE

NOT FOR CONSTRUCTION





© 2022 Robert Juris & Associates Architects, Ltd. These plans are protected under the copyright laws of the United States and foreign countries, and are to be used only for the construction and repair and remodeling of the structure or structures defined in the contract between the Architect and the Owner. Any use of these plans to construct, remodel or repair additional structures constitutes a violation of the Architect's copyright of these plans and is prohibited. FLOOR PLANS (DEMO AND NEW) NORTH Note: The original digital digit Project No.: 22067
Drawn By: MC/NS
Drawn By: JRM
Checked By: RLJ GRAPHIC SCALE:



V.I.F.

ATTIC VENT TO MATCH EXISTING

235# ARCHITECTURAL ASPHALT SHINGLES

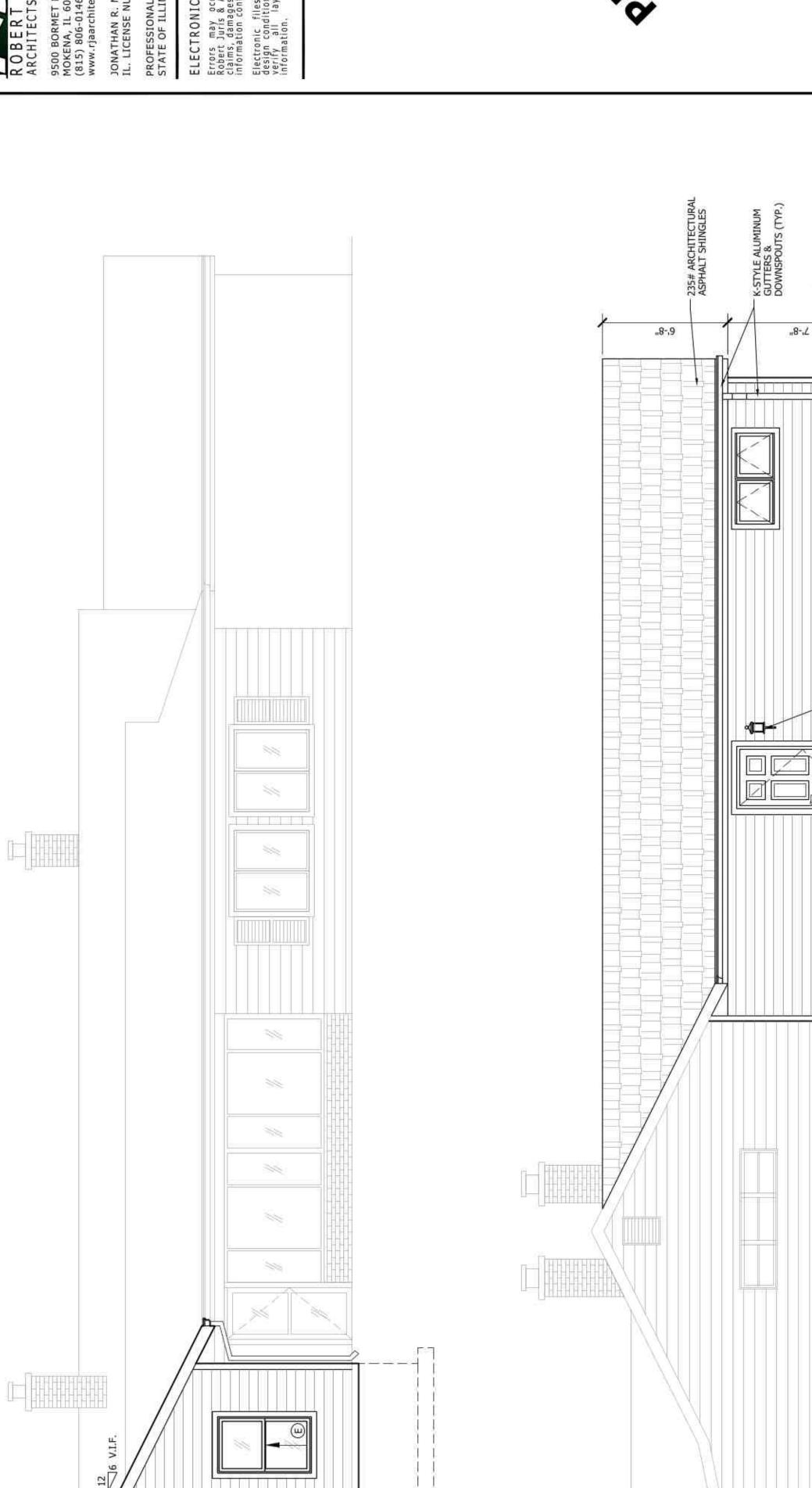
"8-"7

6" EXPOSED PREFIN FIBER CEMENT LAP SIDING

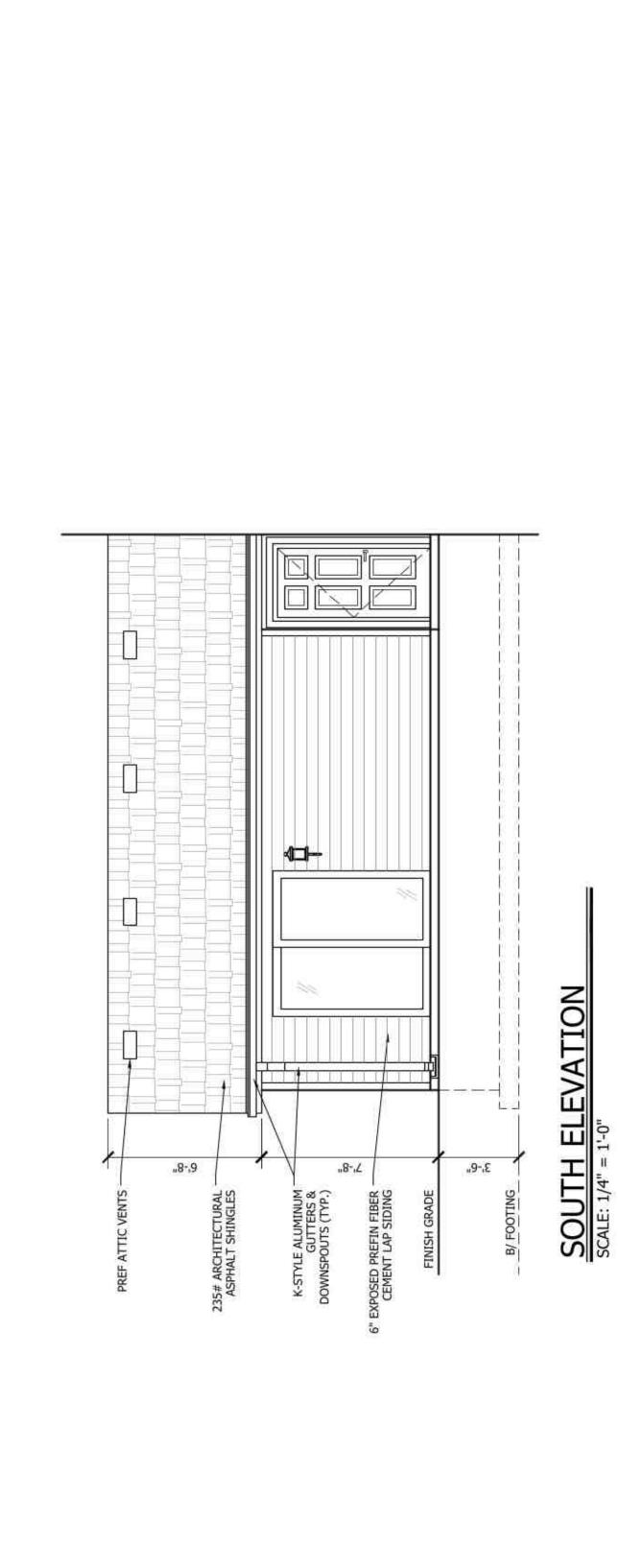
K-STYLE ALUMINUM GUTTERS & GUTTERS & DOWNSPOUTS (TYP.)

"0-'p

B/ FOOTING



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





NOT FOR CONSTRUCTION

6" EXPOSED PREFIN FIBER CEMENT LAP SIDING

B/ FOOTING

3,-6"

ION

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

HAWTREE RESIDENCE

SUITE ADDITION

240 OAK STREET FRANKFORT, IL 60432

EXTERIOR ELEVATIONS

© 2022 Robert Juris & Associates Architects, Ltd. These plans are protected under the copyright laws of the United States and foreign countries, and are to be used only for the construction and repair and remodeling of the structure or structures defined in the contract between the Architect and the Owner. Any use of these plans to construct, remodel or repair additional structures constitutes a violation of the Architect's copyright of these plans and is prohibited.

NORTH Note: The original de the above graphic scannes The user assumes reproduction of this di or reduced from origin GRAPHIC SCALE:

DATE

WILD

MUP

Project No.: 22067
Drawn By: MC/NS
Drawn By: JRM
Checked By: RLJ

OF ILL

SIGNATURE

NOTE: BUILDING DEPARTMENT
These documents (plans & specifications) are valid for permits only when the architects original seal and signature appears and is affixed; and unless otherwise provided in writing, are intended as a permit submittal for one (1) building only.

© 2022 Robert Juris and Associates Architects, Ltd.

PLOT DATE:5/25/2023 11:10:59 AM



Application for Plan Commission / Zoning Board of Appeals Review Standards of Variation

Article 3, Section B, Part 3 of the Village of Frankfort Zoning Ordinance lists "findings" or "standards" that the Zoning Board of Appeals must use to evaluate every variation request. The Zoning Board of Appeals must answer the following three findings favorable to the applicant based upon the evidence provided. To assist the Zoning Board of Appeals in their review of the variation request(s), please provide responses to the following "Standards of Variation." Please attach additional pages as necessary.

- 1. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone;
 - Correct. This addition will be for the purpose of housing my elderly parents. No rentals for profit will be concidered. It is worth noting here that there is access to the addition through the current structure which makes the addition an extention of the current house and less an indepentant domicile.
- That the plight of the owner is due to unique circumstances; and Correct. The setback requirements were estabilished after the initial home was built and subsequent additions were made.
- 3. That the variation, if granted, will not alter the essential character of the locality.

 Correct. The variations will allow for an addition to our private residency as it complies with the essential character of the locality.

For the purpose of supplementing the above standards, the Zoning Board of Appeals also determines if the following seven facts, favorable to the applicant, have been established by the evidence. Please provide responses to the following additional "Standards of Variation."

1. That the particular physical surroundings, shape or topographical conditions of the specific property involved will bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out;
Without the variance, we would be required to add a second floor. This brings hardship in two main ways: The addition's function is to house my elderly parents and traversing stairs is physically prohibitive. Additionally, a second story addition would significatly change the historic mid century style of the property, which is a major componant of our motivation to invest in the historic village, and would erase it's historical significance.

- That the conditions upon which the petition for variation is based would not be applicable, generally, to other property within the same zoning classification;
 I can not speak to the conditions for which others with the same zoning classification might petition, but it is true that without demotiontion and complete rebuild, there is not another option to acommodate my elderly parents AND preserve the historic accuracy of the existing structure.
- 3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;
 - Correct. Integration with the current structure as well as the additions proposed use do not lend itself to additional income.
- 4. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property;
 - Correct. The currently structure was built and lived in since the 1940s by the Osmunds. Additionally, the intended use of the addition was created by the natural order of things... i.e. aging.
- 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; Correct. The addition will not only be an intuitive extention of the current structure, but will necessitate new isding and roofing on the whole of the structure which will lend itself to the further beautification of the property.
- 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
 - Correct. The addition will add value, not decrease it.
- 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.
 - Correct. This has been considered by the Architect as well as the General Manager of the project.



Standards of Variation Commissioner Evaluation Form

to evaluate every variation request. The Zoning Board of Appeals must answer the following three findings favorable to the applicant based upon 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 the evidence provided.

	STANDARD	NOTES	MEETS	LS
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	ON
2.			YES	O _N
က်	That the variation, if granted, will not alter the essential character of the locality.		YES	ON ON

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.

<u></u>		STANDARD	NOTES	MEE	TS
	1.	1. That the particular physical surroundings, shape			
		or topographical conditions of the specific			
		property involved will bring a particular		YES	N _O
		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,	YES	ON
		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	YES	ON N
		out of the property;		
7	4.	That the alleged difficulty or hardship has not		
		been created by any person presently having an	YES	ON N
		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	ON N
		the neighborhood in which the property is		
		located;		
_	9	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	ON N
		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		
<u>'</u> '	7.	That the proposed variation will not impair an		
		adequate supply of air to adjacent property,		
		substantially increase the danger of fire,	YES	ON N
		otherwise endanger the public safety or		
		substantially diminish or impair property values		
		within the neighborhood.		