

# AGENDA FOR REGULAR MEETING VILLAGE OF TINLEY PARK PLAN COMMISSION

July 18, 2019 – 7:00 P.M. Council Chambers Village Hall – 16250 S. Oak Park Avenue

Regular Meeting Called to Order Pledge of Allegiance Roll Call Taken Communications Approval of Minutes: Minutes of the June 20, 2019 Regular Meeting

# Item #1PUBLIC HEARING: TECHEIRA AND ROSATER (OWNERS), 17130 67TH COURT, FENCE<br/>VARIATION, PLAT OF SUBDIVISION, MASONRY VARIATION

The Petitioners, Erica Techeira and Jason Rosater (Owners) are seeking a Variation from Section III.J. of the Zoning Code (Fence Regulations) at the property located at 17130 67<sup>th</sup> Court in the R-4 (Single-Family Residential) Zoning District. This Variation would permit the Petitioner to install a four foot (4') tall open design fence to encroach twenty-five feet (25') into the required primary front yard. Recommendations for a Plat of Consolidation and a first-floor Masonry Waiver will be considered as well.

#### Item #2 <u>WORKSHOP:</u> JAMES VROEGH (AUTHORIZED AGENT), ON BEHALF OF PARK OAKS COMMERCIAL CONDOMINIUM ASSOCIATION (OWNER) 17322 OAK PARK AVENUE, SITE PLAN, VARIATION

The Petitioner, James Vroegh (Authorized Agent), on behalf of Park Oaks Commercial Condominium Association (Owner) is seeking the following Variations to permit the construction of a 376 sq. ft. 1-story addition on an existing 3-story Park Oaks Condominium mixed-use development on the property located at 17322 Oak Park Avenue in the DC (Downtown Core) Zoning District

#### Item #3 WORKSHOP: BANQUET USE REQUIREMENTS – TEXT AMENDMENT

Consider recommending that the Village Board approve Text Amendments to Sections II.B (Definitions), V.B. (Schedule I (Schedule of Permitted Uses), VIII.A.10. (Number of Parking Spaces Required), and VII (Legacy Code) Section 3, Table 3.A.2 (Prohibited Uses) of the Village of Tinley Park Zoning Ordinance, to regulate Banquet Facilities as a Special Use, Permitted Use or Prohibited Use.

# Item #4 PUBLIC HEARING: MASONRY REQUIREMENTS FOR MULTI-FAMILY, COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS – TEXT AMENDMENT

Consider Text Amendments amending Section V.C.4. (Elevations and Facades), Section V.C.7 (General Requirements/All Business & Commercial Districts) and Section V.C.10 (Site Development Standards for Industrial Uses) of the Zoning Ordinance to incorporate masonry requirements for residential, commercial and industrial zoning districts.

Good of the Order Receive Comments from the Public Adjourn Meeting



#### MINUTES OF THE REGULAR MEETING OF THE PLAN COMMISSION, VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

June 20, 2019

The Regular Meeting of the Plan Commission was held in the Council Chambers of Village Hall on June 20, 2019 at 7:00 p.m.

#### PLEDGE OF ALLEGIANCE

#### **ROLL CALL**

Plan Commissioners:	Garrett Gray, Acting Chairman Eduardo Mani MaryAnn Aitchison Stephen Vick
Absent Plan Commissioner(s):	Tim Stanton Lucas Engel Angela Gatto
Village Officials and Staff:	Kimberly Clarke, Dan Ritter, Senior Planner Barbara Bennett, Commission Secretary

#### CALL TO ORDER

PLAN COMMISSION ACTING CHAIRMAN GRAY called to order the Regular Meeting of the Plan Commission for June 20, 2019 at 7:00 p.m.

#### COMMUNICATIONS

None

#### **APPROVAL OF MINUTES**

Minutes of the June 6, 2019 Regular Meeting of the Plan Commission were presented for approval. A Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER MANI, to approve the minutes as presented. The Motion was approved by voice call. ACTING CHAIRMAN GRAY declared the Motion approved as presented.

#### TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

#### FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

#### SUBJECT: MINUTES OF THE JUNE 20, 2019 REGULAR MEETING

#### Item #1 <u>WORKSHOP/PUBLIC HEARING</u>: BREMEN STATION – 6775 SOUTH STREET, VIN PROPERTIES LLC SITE PLAN APPROVAL, SPECIAL USE, VARIATIONS AND PRELIMINARY/FINAL PLAT APPROVAL

Consider granting Site Plan Approval and recommending the Village Board grant Variations from the Zoning Code, Final Plat Approval and a Special Use Permit to allow Accessory Residential Uses where street-level commercial is required to the Petitioner, Vince Tessitore on behalf of VIN Properties LLC, to construct an approximately 60,300 square foot five-story mixed-use development consisting of 39 residential apartments and over 4,500 square feet of commercial space on the first floor for the property located at 6775 South Street in the DC (Downtown Core) Zoning District.

Present were the following:

Plan Commissioners:	Garrett Gray, Acting Chairman Eduardo Mani MaryAnn Aitchison Stephen Vick
Absent Plan Commissioner(s):	Tim Stanton Lucas Engel Angela Gatto
Guests:	Vince Tessitore. JC Chi

DAN RITTER, SENIOR PLANNER gave a presentation as noted in the Staff Report. The Petitioner Vince Tessitore on behalf of VIV Properties, LLC, Final Plat approval, a Special Use Permit to allow Accessory Residential Uses where street-level commercial is required and Variations from the Zoning code to construct an approximately 60,300 square foot five (5) story mixed-use development called Bremen Station. The proposal consists of 39 residential apartments (20 one-bedroom & 19 two-bedroom) and over 4,500 square feet of retail space for the property located at 6775 South Street in the DC Downtown Core) Zoning District.

The project includes the vacation of approximately 2,157 square feet of right-of-way (ROW) that will be deeded to the developer and consolidated as a single lot with their property for this development. The mixed-use building will include interior covered parking improvements to the sidewalks and streetscape and a private outdoor dining patio for the tenant space that is expected to be utilized for a restaurant. The mixed-use building is consistent with the vision of the Legacy Plan and Transit Oriented Development (TOD) principals by providing residential density near mass transportation. Through these principals, the Village will be able to attract stable commercial uses that will serve residents of the project and the community, thereby contributing to the economic health and vitality of the downtown area and Village as a whole.

This site was originally the Bremen Cash Store that was built in 1887. In 2007, the building was approved to be redeveloped and repurposed for a Boston Blackie's Restaurant. During the redevelopment, the building was deemed structurally unsafe and was demolished by the developer without Village Approvals in 2008. The developer had planned to build a replica building for the restaurant, but that never took place and the site has been vacant since that time.

The current developer bought this property in 2012 and began to develop plans for the site in 2016. In 2017, initial plans for a five-story building were submitted for initial discussion. A number of changes have been made to the original design including stepping back the fifth-floor, the parking layout, creating a more traditional exterior design and upgraded exterior materials. Since the last Plan Commission meeting in 2018 the Public Works department have bid out and completed the improvements to move the utilities and realign the roadway. Staff had concerns at the workshop regarding the building's proposed architectural design, which has now been revised from previous proposals to incorporate a more attractive and traditional design.

During the demolition of the Bremen Cash Store building, the building's original turned oak columns from the façade were saved and the Village has stored these since that time with the hope they could be reused on the current design. The columns have been offered to the developer, however they are not expected to be able to be reused structurally and the Applicant has stated they were unable to find an attractive use on the exterior of the building. They have indicated they would like to use them on the interior of the building, that that would be dependent on the specific restaurant or commercial tenant that comes in. Staff has recommended using them in the construction of the apartment entryway.

Mr. Ritter displayed drawings of the architectural designs that were presented from 2017 to today. The biggest visual changes have been made to the first floor. The changes are in terms of the material color and the style of the roof lines, and the increase of windows. There is a more traditional feel for the downtown, and the current design balances that with a some more modern design elements.

The Zoning District is (DC) Downtown Core within the Legacy District. The building heights range from a four-story maximum height along Oak Park Avenue to seven stories directly to the south (The Boulevard) and north of the train station. South Street is classified as Corridor Type D which requires on-street parking and a thoroughfare width of 30' curb to curb. Nearby land uses include the Oak Park Avenue Metra Station and commuter parking to the north zoned CV (Civic); Vacant land proposed for the Boulevard at Central Station, a four story mixed-use development to the east zoned DC (Downtown Core) and multi-tenant office building and American Legion to the East zoned DG (Downtown General). Citi Bank to the west zoned DC (Downtown Core) and the Vogt Visual Arts Center operated by the Tinley Park – Park District zoned CV (Civic) to the south. The original vision was to include the Citi Bank property in the development but it has not been included so far and Citi Bank is still at that location.

The Petitioner is looking to build a 60,000 Square foot, five-story mixed-use building maximizing the footprint of the lot which is the intent of the Legacy Code and creates an inviting urban environment. The intent is to see people living near the train station and creating some density around it. Almost 100% of the lot is the building with a walkway to the south and small amount of landscaping to the west.

The Commission had some concerns about the parking ratio. It was noted that the proposal exceeded the required parking minimum and that this was a market choice that the developer was making. The developer noted that they believed this would be sufficient parking. The convenience of the Metra train station as well as modern services ride-sharing and grocery delivery have made car ownership less of a necessity. The Site Plan proposes to create 41 parking spaces located within the building envelope. There are 33 standard size spaces (9'x18'), six (6) are proposed as compact spaces (8'x16') and two (2) spaces have been designed ADA parking. If the ADA spaces are not requested by residents, those spaces could be adjusted to add 4 standard spaces. Even though the developer is meeting the required minimum number of parking stalls, staff is concerned whether a near 1:1 ratio will be adequate for the residents who may need parking for more than one (1) car or for an overnight guest. No on-street parking adjacent to this development is being proposed as required by the public frontage requirements.

The parking garage will be accessed along 67<sup>th</sup> Court by a private overhead door entrance to be used by residents. Residents can then enter the building from inside the garage. Additionally, the apartments can be accessed by pedestrian traffic from the South Street entrance and through the parking garage entrance on the south side of the building. Staff has safety concerns with vehicles exiting the development on 67<sup>th</sup> Court and their potential conflict with pedestrians on the sidewalk. There is decreased visibility and blocked sightlines due to decreased setbacks typical in downtown and transit-oriented developments (TOD). The developer has agreed a combination of flashing lights, signage, mirrors and windows that will be used to warn both the vehicle and pedestrians.

Resident and restaurant garbage would primarily happen inside the building or along South Street during non-peak hours. The garbage will be funneled to an enclosed room on the first floor of the parking garage. They have indicated they are aware of the downtown events and morning/evening traffic that will need to be worked around. This will need to be further coordinated with the restaurant operator once one is identified. A condition has been required that loading and garbage operations will happen in a manner that will not cause safety concerns or align with the adjacent street or parking lot entrance/exit. The garbage will be rolled out in dumpsters to the garbage trucks by the garbage company.

The landscaping will be adjusted based on the streetscape plan. There is landscaping along the west side adjacent to the Citi Bank property. Staff has proposed landscaping for that location with visually appealing species. A landscaping consultant will be utilized and a final landscaping plan will be submitted. Landscaping has also been added to the roof.

Plans were revised to add more specific language about the type and style of all wall signs on the building that will be consistent across the building. Following those requirements is a recommended condition of approval. Other signage requirements not covered on the plan would be determined by the Legacy Code's requirements.

Various building lighting fixtures are shown on the architectural renderings. A final photometric plan will be submitted.

Mr. Ritter noted the list of Variations:

- 1. A one (1) story Variation from Section 2.A.3. (Figure 2.A.2.) of the Legacy Code to permit a five (5) story building instead of the maximum allowable building height of four (4) stories.
- 2. A 39 foot (39') Variation from Section 2.A.9. (Table 2.A.6.) of the Legacy Code to permit a building setback of 44 feet (44') instead of the required five foot (5') maximum for the second through fifth floors.
- 3. A 2.8 foot (2.8') setback Variation from Section XII.2.A.9 (Table 2.A.6) of the Legacy Code to permit a 7.8 foot (7.8') front yard setback on South Street where the maximum front yard setback is five feet (5') to permit a dinging alcove to run the entire length of the frontage.
- 4. A five foot (5') Variation from Section 3.J.2 (Table 3.J.1) of the Legacy Code where a balcony is not permitted to encroach in a required rear yard to permit a setback of zero feet (0') instead of the required five feet (5').
- 5. A seven foot (7') Variation from public frontage requirements in Section 2.A.7 (Table 2.A.4.) of the Legacy Code along approximately 60 feet (60') of 67th Court to provide a buffer width of zero feet (0') instead of the required seven feet (7').
- 6. A Variation from the required Corridor Type D standards in Section 2.A.6 (Table 2.A.3) and as depicted in Figure Appendix A.5. of the Legacy Code to allow for the public right of way to exclude on-street parking spaces where they are required.
- 7. A two foot (2') Variation from Section XII.3.C.4 of the Legacy Code to permit six (6) required parking stalls in the parking garage to be 8' X 16' and designated for compact vehicles instead of the required 9'x18' standard space size.
- 8. A 55 (55) square foot Variation from Section V.C.2 of the Zoning Code to permit one (1) 945 square foot two-bedroom apartment where the minimum useable floor area for a two-bedroom apartment is 1000 square feet.

Mr. Ritter went through the remaining open items:

- 1. Open Item #1: Discuss the reuse and incorporation of turned oak columns from the original Bremen Cash Store building.
- 2. Open Item #14: Clarification of the loading and receiving operations and truck locations for the restaurant and residents. Indicate truck locations and adequate right-of-way widths being maintained.

- 3. Open Item #21: Discuss plantings on west façade and maintenance concerns. Increased diversity of species and visual appearance is encouraged.
- 4. Open Item #24: Discuss spaces to be easily converted to electrical vehicle charging locations.

PLAN COMMISSION ACTING CHAIRMAN GRAY asked for comments from the Commissioners.

COMMISSIONER MANI inquired what type of stone would be used on the west elevation. He felt it was a large expanse and should have more texture. Mr. Ritter explained that it was a cost factor and since there would be landscaping in front of it, it would be somewhat covered. The Petitioner may be able to better explain their need to keep that façade simpler as a cost-engineering measure they needed to complete some of the other upgrades and changes.

COMMISSIONER VICK inquired what the spacing would be between the wall and the City Bank property on the west side. He noted this would determine what type of landscaping could go in there and also the maintenance of the landscaping could be an issue. Mr. Ritter replied there would be approximately 5 feet.

COMMISSIONER AITCHISON discussed the open items and noted:

#1: The columns should only be used on the interior and doesn't believe it should be forced on the developer if it doesn't fit the style they are going for.

#14: The loading and receiving should be more specified to assure it would not impede the downtown events and traffic.

#21: There should be more diversity in the landscaping.

#24: There should be at least one charging station that fits the demographic and target market they are going for.

COMMISSIONER GRAY noted he echoed the comments of COMMISSIONER AITCHISON.

#1: Regarding the columns, he feels if it is a force fit, let them not be used.

#14: The loading and receiving could change in the future with all the new development.

#21: Plants that don't die in the winter should be used. With only five feet of space, access for maintenance could be an issue.

#24: There should be some designated charging stations done in the construction phase rather than waiting for a request at a later date.

He also noted there could be a lot of competition for parking in the area with the future development and activities in the area.

Mr. Ritter noted there are plans and a budgeted line item for a downtown parking study to be completed in the near future.

ACTING CHAIRMAN GRAY asked for a Motion to open the Public Hearing.

A Motion was made by COMMISSIONER AITCHISON, seconded by COMMISSIONER VICK, to open the Public Hearing for Bremen Station, 6775 South Street. The Motion was approved by voice call. ACTING CHAIRMAN GRAY declared the Motion approved.

ACTING CHAIRMAN GRAY noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

ACTING CHAIRMAN GRAY requested anyone present in the audience, who wished to give testimony, comment, engage in cross-examination or ask questions during the Hearing stand and be sworn in.

ACTING CHAIRMAN GRAY asked the Petitioner to speak.

JC Chi, Architect addressed the Commission and noted his firm was the same firm being used on both the Bremen Station and The Boulevard developments. This will create a harmonious streetscape.

Mr. Chi addressed the open items:

There are 39 parking spaces, 2 ADA spaces that can be used if residents request them and compact spaces. There will be compact spaces designated to residents with smaller vehicles. We have satisfied the parking ordinance. We will lease the spaces out based on 1 space per apartment. There is a reduced trend for cars in both urban and suburban markets.

The main level plan improvements have been added. Two windows were added on the  $67^{th}$  Court & South Street sides. We have doubled the size of the trash room and will come up with hours of operation. This will allow for 4 x 6 trash bins. Windows have been added around the exit from the parking garage. A canopy has been added over that portal. The west façade is bland on the parking level and using some sensible economics, we would prefer to work on the landscaping according to the Village's satisfaction to dress up that west façade.

Regarding the exterior elevations, the coloration is similar line of colors as The Boulevard. We will keep the detailing a little more traditional than The Boulevard. There will be more visual interest by changing the color.

The amenities focus on being able to rent the apartments. The common lobby area on the  $1^{st}$  floor, the fitness room and lounge area above on the  $5^{th}$  floor. The bike and resident storage are located on the parking level.

ACTING CHAIRMAN GRAY asked for additional comments from the COMMISSIONERS.

ACTING CHAIRMAN GRAY inquired about the electric charging areas. Mr. Chi replied he has done a study and on average it costs \$6-8,000.00 per space to equip the spaces after the building is complete. We do think it is wise and we are looking a 2 charging bays. We would stub in the electric for these bays.

ACTING CHAIRMAN GRAY also noted that he saw dogs would not be allowed. Mr. Chi replied there is no green space available for walking the dogs. Mr. Ritter noted the Boulevard would allow dogs, so those units could be rented to dog owners.

A Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER AITCHISON, to close the Public Hearing for Bremen Station, 6775 South Street. The Motion was approved by voice call. ACTING CHAIRMAN GRAY declared the Motion approved.

Mr. Ritter went through the Standards as noted in the Staff Report.

#### SITE PLAN STANDARDS

a. That the proposed Use is a Permitted Use in the district in which the property is located. A Mixed-Use Development is permitted in the DC (Downtown Core) Zoning District. The incorporation of the residential entrance/amenities on the first floor requires a Special Use Permit to be granted. b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.

The property has been vacant for over ten (10) years with little redevelopment in the immediate area. The project is consistent with the vision of the Legacy Plan and Transit Oriented Development (TOD) principals by providing residential density in close proximity to mass transportation. There will be private parking constructed as part of this development. The property access, lighting, and landscaping will improve the area and are designed to meet the intent of all Village codes.

- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well. *The proposed site layout provides access to the internal parking garage on 67<sup>th</sup> Court. The adjacent right-of-way will be reconstructed and provide for new sidewalks and streetscape improvement that currently do not exist today.*
- d. That the Site Plan provides for the safe movement of pedestrians within the site. *The proposed development maximizes the buildable footprint of the lot but provides pedestrian connections on the new public sidewalks, private walkway and internal building pedestrian paths.*
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs. *A Landscape Plan has been submitted that meets the Ordinance requirements. A Streetscape Master Plan has*

A Landscape Flan has been submitted that meets the Orathance requirements. A Streetscape Master Flan has been commissioned by the Village and once approved will be incorporated into Bremen Station's Landscape Plan. The plan provides for landscaping were it is available along the west side. The plan is being revised to add additional diversity to the planting species and a more appealing design.

f. That all outdoor trash storage areas are adequately screened. Trash locations are inside of the building for both the residents and commercial/restaurant space. Rolling dumpsters will be used so that they can be brought out to the garbage truck and placed back inside the building after being emptied.

#### LEGACY CODE STANDARDS

a. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of this ordinance;

The Legacy Plan calls for maximizing the number of people living within walking distance of the train station and maximizing the building footprints to create an inviting urban environment. The project will have the potential to bring at least 39 new residents to the downtown area. The proposed 4,500 square feet of new commercial storefront and overall site design are in conformance with the goal of having a walkable downtown with a strong economic center.

- a. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties. *The mixed-use building is permitted and is compatible with the retail and service uses existing and expected in the downtown.*
- b. Any improvement meets the architectural standards set forth in the Legacy Code. *The building provides for a high level of architecture that blends both modern style and connection to the existing design standards existing in the downtown. The first floor retail storefront provides for varying materials with the use of masonry veneer, metal awnings, gooseneck light fixtures, and recessed doorways. The upper floors utilize balconies and a mixture of brick and fiber cement panel siding to create visual interest.*

Windows and windows framing have been utilized on all floors to create a uniform and appealing look. Each of the residential units will have balconies; some are recessed into the unit while others extend out from the wall.

c. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.

The proposed improvements will provide new retail space that better meets the needs of larger restaurants and retailers. The Village will be able to attract commercial uses that will serve residents of the project, the community, and guests; thereby contributing to the economic health of the downtown area and community as a whole.

#### SPECIAL USE STANDARDS

- 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; *The uses are incorporated with the overall design of the first floor lobby area and will be built to meet all building codes. The entrance and amenities are limited and only a small portion of the South Street frontage.*
- 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;

The inclusion of a residential entrance, lobby, and delivery area will not be injurious to the use of properties in the immediate vicinity. The area is a small portion of the building's frontage and a substantial commercial component will remain for the majority of the first floor frontage.

- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; *While the residential use is not preferred along these required commercial corridors, due to lack of use by the public and provision of sales tax from such uses, having a small width dedicated to a residential entrance, lobby, and delivery area will not impede the normal development in the downtown or block.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided; *Adequate utilities, access, drainage and other facilities will be constructed as part of this development including public sidewalk and streetscape improvements.*
- e. 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; and *Since these areas will only be utilized by the residents living in the apartments, there will not be any issues of increased traffic on the public streets to accommodate these uses on the first floor. Access can also be obtained from the rear of the property through the parking garage.*
- f. 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 recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

The DC (Downtown Core) District for this frontage requires first floor commercial retail. The accessory residential uses such as a lobby, package area, and entrance are permitted with the granting of a Special Use Permit.

g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

The DC (Downtown Core) Zoning District requires that commercial uses be on the first floor along South Street. This development will be reducing the available retail space on South Street by allowing residential amenities on the first floor. However, the frontage used is a relatively minor portion that will bring some notoriety to the name of the building and apartments.

#### VARIATION STANDARDS

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.

The subject property is proposed for a Transit Oriented Development (TOD) with the basic tenant to provide housing density in close proximity to mass transportation. The Variations related to height (1), setbacks (2, 3, 4, 5), and on-street parking (6) are required in order to yield a reasonable return on this in-fill lot with minimal frontage and adjacency to ROW of minimal width. The Variations related to size of parking spaces (7) and dwelling unit (8) are consistent with standards of the industry for TOD developments. This project in conjunction with The Boulevard and other downtown projects will be transformative in the image and vitality of the downtown.

2. The plight of the owner is due to unique circumstances.

The requested Variations are a result of unique circumstances related to the size and irregular shape of the parcel and surrounding land development. This is an in-fill development within the Downtown Core (DC) that has evolved with substantial input from the Plan Commission and Village Staff that make for an attractive mixed-use building. These variances are necessary to comply with the Village's requirement for indoor parking and to allow for a unique building with that maximizes the opportunity for development as a mixed use building. The Variations for height (1), setbacks (2, 3, 4, 5), and on-street parking (6) are a result of the irregular shaped lot and the unique constraints of an in-fill development. The Variations related to size of parking spaces (7) and dwelling unit (8) are unique to TOD developments.

3. The Variation, if granted, will not alter the essential character of the locality.

The developer is bringing forth a design that blends both modern preferences and a traditional feel that meets the intent of the Legacy Plan. The developer is working on a constrained site to construct a unique structure that is comparable in size and price to existing mixed-used developments in the region including the Boulevard development. The project itself is going to help positively transform the image and viability of the downtown. The Variations for height (1), setbacks (2, 3, 4, 5), and on-street parking (6) are consistent with the vision of the Legacy Plan and proposed development in the area. The Variations related to size of parking spaces (7) and dwelling unit (8) are unique to TOD developments are also consistent with standards of the industry for TOD developments.

- 4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
  - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;

- d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
- e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
- f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

#### ACTING CHAIRMAN GRAY asked for a Motion.

#### Motion 1 (Site Plan):

Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER AITCHISON to grant the Petitioner, Vince Tessitore on behalf of VIN Properties LLC (owner), Site Plan Approval to construct an approximately 60,300 square foot five (5) story mixed-use development named Bremen Station consisting of 39 residential apartments (20 one-bedroom 19 two-bedroom) and over 4,500 square feet of retail space on the property located at 6775 South Street in the DC (Downtown Core) Zoning District, in accordance with the plans submitted and listed herein and subject to the following conditions:

- 1. The final Landscape Plan and all public right-of-way improvements will be subject to the final Streetscape Plans approved by the Village.
- 2. The final number of bike racks and locations will be subject to the final Streetscape Plan approved by the Village.
- 3. The final Landscaping Plan shall be revised with increased diversity of species and design on the west façade based on staff direction.
- 4. Commercial tenant loading, resident loading, and garbage pickup shall not block right of ways or happen in a manner that is unsafe across from an intersection or existing parking lot entrance/exit. Further, loading and delivery operations for the restaurant/commercial shall be coordinated for off-peak hours with the traffic from the train station and downtown events.
- 5. All signage on the development shall be consistent in design and style and consistent with the approved Signage Plan.
- 6. Site Plan approval is subject to approval of the Plat of Vacation, Plat of Subdivision, Special Use, Variations and an agreement to transfer the required portion of the right-of-way.

#### AYES: MANI, AITCHISON, VICK AND ACTING CHAIRMAN GRAY

#### NAYS: NONE

ACTING CHAIRMAN GRAY declared the Motion unanimously approved.

#### Motion 2 (Special Use):

Motion was made by COMMISSIONER MANI, seconded by COMMISSIONER VICK to recommend that the Village Board grant a Special Use Permit to the Petitioner, Vince Tessitore on behalf of VIN Properties LLC (owner), to permit residential amenities on the first floor of the building frontage where street-level commercial is required for a total length of eighteen feet one inch (18' 1") on the property located at 6775 South Street in the DC (Downtown Core) Zoning District, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report, subject to the following conditions:

- 1. Commercial tenant loading, resident loading, and garbage pickup shall not block right of ways or happen in a manner that is unsafe across from an intersection or existing parking lot entrance/exit. Further, loading and delivery operations for the restaurant/commercial shall be coordinated for off-peak hours with the traffic from the train station and downtown events.
- 2. All signage on the development shall be consistent in design and style and consistent with the approved Signage Plan.
- 3. Architectural elevations shall not change without review and amendment to the Special Use approval.

#### AYES: MANI, AITCHISON, VICK AND ACTING CHAIRMAN GRAY

#### NAYS: NONE

ACTING CHAIRMAN GRAY declared the Motion unanimously approved.

#### Motion 3 (Variations):

Motion was made by COMMISSIONER AITCHISON, seconded by COMMISSIONER MANI to recommend that the Village Board the following Variations to the Petitioner, Vince Tessitore on behalf of VIN Properties LLC (owner), at the property located at 6775 South Street in the DC (Downtown Core) Zoning District, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report.

- 1. A one (1) story Variation from Section 2.A.3. (Figure 2.A.2.) of the Legacy Code to permit a five (5) story building instead of the maximum allowable building height of four (4) stories.
- 2. A 39 foot (39') Variation from Section 2.A.9. (Table 2.A.6.) of the Legacy Code to permit a building setback of 44 feet (44') instead of the required five foot (5') maximum for the second through fifth floors.
- 3. A 2.8 foot (2.8') setback Variation from Section XII.2.A.9 (Table 2.A.6) of the Legacy Code to permit a 7.8 foot (7.8') front yard setback on South Street where the maximum front yard setback is five feet (5') to permit a dinging alcove to run the entire length of the frontage.
- 4. A five foot (5') Variation from Section 3.J.2 (Table 3.J.1) of the Legacy Code where a balcony is not permitted to encroach in a required rear yard to permit a setback of zero feet (0') instead of the required five feet (5').
- 5. A seven foot (7') Variation from public frontage requirements in Section 2.A.7 (Table 2.A.4.) of the Legacy Code along approximately 60 feet (60') of 67th Court to provide a buffer width of zero feet (0') instead of the required seven feet (7').
- 6. A Variation from the required Corridor Type D standards in Section 2.A.6 (Table 2.A.3) and as depicted in Figure Appendix A.5. of the Legacy Code to allow for the public right of way to exclude on-street parking spaces where they are required.
- 7. A two foot (2') Variation from Section XII.3.C.4 of the Legacy Code to permit six (6) required parking stalls in the parking garage to be 8' X 16' and designated for compact vehicles instead of the required 9'x18' standard space size.
- 8. A 55 (55) square foot Variation from Section V.C.2 of the Zoning Code to permit one (1) 945 square foot two-bedroom apartment where the minimum useable floor area for a two-bedroom apartment is 1000 square feet.

#### AYES: MANI, AITCHISON, VICK AND ACTING CHAIRMAN GRAY

NAYS: NONE

ACTING CHAIRMAN GRAY declared the Motion unanimously approved.

#### Motion 4 (Plats):

Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER AITCHISON to recommend that the Village Board grant approval to the Petitioner, Vince Tessitore on behalf of VIN Properties LLC (owner), Final Plat Approval for a Plat of Vacation and Plat of Subdivision (Consolidation) at the property located at 6775 South Street in the DC (Downtown Core) Zoning District, in accordance with the plat submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report, subject to the following conditions:

- 1. Completion of a sale or other transfer rights of the vacated portion of the right-of-way.
- 2. The Final Plat approvals are subject to approval of the Final Engineering Plan by the Village Engineer.

#### AYES: MANI, AITCHISON, VICK AND ACTING CHAIRMAN GRAY

NAYS: NONE

ACTING CHAIRMAN GRAY declared the Motion unanimously approved.

This is tentatively planned to go before the Village Board on August 6, 2019 subject to the negotiation and preparation of the incentive agreement and sale of the right-of-way portion of the development.

#### TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

#### FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

#### SUBJECT: MINUTES OF THE JUNE 20, 2019 REGULAR MEETING

# Item #2 PUBLIC HEARING: LIGHTING STANDARDS FOR MULTI-FAMILY, COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS – TEXT AMENDMENT Consider a Text Amendment to amending Section V.C.9.E (Glare) of the Zoning Ordinance to incorporate

additional regulations for lighting requirements in residential, commercial and industrial zoning districts.

Present were the following:

Plan Commissioners:	Garrett Gray, Acting Chairman Eduardo Mani MaryAnn Aitchison Stephen Vick
Absent Plan Commissioner(s):	Tim Stanton, Lucas Engel Angela Gatto
Village Officials and Staff:	Kimberly Clarke, Dan Ritter, Senior Planner Barbara Bennett, Commission Secretary

A motion was made by COMMISSIONER MANI, seconded by COMMISSIONER VICK, to open the public hearing for lighting standards for multi-family, commercial and industrial zoning districts – text amendment. The motion was approved by voice call. ACTING CHAIRMAN GRAY declared the motion approved.

ACTING CHAIRMAN GRAY noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

ACTING CHAIRMAN GRAY requested anyone present in the audience, who wished to give testimony, comment, engage in cross-examination or ask questions during the Hearing stand and be sworn in.

KIMBERLY CLARKE, COMMUNITY DEVELOPMENT DIRECTOR gave a presentation as noted in the Staff Report. Staff has proposed a draft Text Amendment to the Performance Standards that regulate glare for multi-family, commercial and industrial districts. The amendment would establish different lighting levels and lighting design elements for new or redeveloped properties.

The timing of these code amendments will coincide with the overall Building Code update, which is expected to be adopted by the Village Board at the September 3, 2019 meeting. Moving forward, staff believes it makes sense to provide additional guidelines for regulating exterior lighting to promote attractive new development and aid developers in preparing their plans for review by the Village.

Ms. Clarke gave examples in the Staff Report of the Current regulations and Proposed Text Amendment. There are several new code models that help further the light levels. Lighting generally becomes a code enforcement issue or nuisance. This will codify the design factors in addition to the minimum foot candles at property levels. We would like to control the light fixtures. By expanding this section we would encourage full cut off design at 90 degrees. Someone cannot take a light fixture and cock it where light can spill out causing glare and a nuisance. We will no longer allow the continuation of the sag light bulb.

We will also create height limitations for light poles in residential and commercial uses. The average height can be as low as 12 to 20 feet. Having a standard for height would be helpful. In the code there will be some non-conforming light poles. We will allow a property to replace any poles that may be non-conforming up to 10% in one year.

There are exceptions and variations, for example, there are unique situations like playing fields and outdoor recreation facilities that will be exempt. There will still be a regulation for minimum foot candles. We are not trying to burden any existing properties, but only to establish criteria to come in conformance.

The proposed text amendment breaks down the activity of different areas in high, medium and low activity. We establish some pre and post-curfew average foot candles. After business hours the lights will be dimmed. The criteria for auto dealerships have a unique lighting requirement. We did not want to negatively affect them and we identify areas of their parking lots based on their use and how they can be lit. There is the merchandise area, the circulation area and then the security lighting area. We further articulated the residential and non-residential maximum foot candles at property lines.

This proposed code was discussed with a lighting design company to make certain this is practical and won't be too burdensome.

ACTING CHAIRMAN GRAY asked for comments from the Commissioners.

ACTING CHAIRMAN GRAY commented on the height requirement. He inquired about a 35' pole and if it is an industrial pole and why would the height be capped at 32' and what is a standard height of a pole. Ms. Clarke replied it is industrial and 35' is rare.

A motion was made by COMMISSIONER MANI, seconded by COMMISSIONER VICK, to close the public hearing for lighting standards for multi-family, commercial and industrial zoning districts – text amendment. The motion was approved by voice call. ACTING CHAIRMAN GRAY declared the motion approved.

ACTING CHAIRMAN GRAY asked for a Motion.

Motion was made by COMMISSIONER MANI, seconded by COMMISSIONER AITCHISON to recommend that the Village Board approve Text Amendment as presented to Section V.C.9.E (Glare) of the Zoning Ordinance to incorporate additional regulations for lighting requirements for multi-family commercial and industrial zoning districts.

AYES: MANI, AITCHISON, VICK AND ACTING CHAIRMAN GRAY

NAYS: NONE

ACTING CHAIRMAN GRAY declared the Motion unanimously approved.

This will be heard at the Village Board on August 20, 2019.

#### TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

# FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

# SUBJECT: MINUTES OF THE JUNE 20, 2019 REGULAR MEETING

 Item #3
 WORKSHOP: MASONRY REQUIREMENTS FOR MULTI-FAMILY, COMMERCIAL AND

 INDUSTRIAL ZONING DISTRICTS – TEXT AMENDMENT

Consider Text Amendments amending Section V.C.4. (Elevations and Facades), Section V.C.7 (General Requirements/All Business & Commercial Districts) and Section V.C.10 (Site Development Standards for Industrial Uses) of the Zoning Ordinance to incorporate masonry requirements for residential, commercial and industrial zoning districts.

Present were the following:

Plan Commissioners:	Garrett Gray, Acting Chairman Eduardo Mani MaryAnn Aitchison Stephen Vick
Absent Plan Commissioner(s):	Tim Stanton, Lucas Engel Angela Gatto
Village Officials and Staff:	Kimberly Clarke, Dan Ritter, Senior Planner Barbara Bennett, Commission Secretary

Staff has requested that this Public Hearing be continued to the July 18, 2019 Plan Commission meeting in order to finalize the research and better prepare the recommendations.

Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER MANI to continue the Text Amendments amending Section V.C.4. (Elevations and Facades), Section V.C.7 (General Requirements/All Business & Commercial Districts) and Section V.C.10 (Site Development Standards for Industrial Uses) of the Zoning Ordinance to incorporate masonry requirements for residential, commercial and industrial zoning districts to the July 18, 2019 Plan Commission Meeting.

AYES: MANI, AITCHISON, VICK AND ACTING CHAIRMAN GRAY

NAYS: NONE

ACTING CHAIRMAN GRAY declared the Motion unanimously approved.

#### **GOOD OF THE ORDER:**

Kimberly Clarke, Community Development Director noted:

- 1. Ms. Clarke commended Dan Ritter, Senior Planner for his work on the Bremen Station case. This is a solid project and we are very excited about it.
- 2. Encore (Former Central Middle School Property) will be coming before the Plan Commission in July pending the incentive agreement.

- 3. Updates on the Comprehensive Building Code. Dan will be looking at the fee structure to codify all the fees throughout the Village. There will be a Public Hearing to take the fees out of the Zoning Code and put it in one central location. Additionally, we will be taking code from the Building Code and adding to the Zoning Code. The future Masonry Test Amendment will be added to the Zoning Code.
- 4. The Residences are on hold due to engineering issues that have come up.

#### COMMENTS FROM THE COMMISSION

None at this time.

#### **PUBLIC COMMENT:**

None at this time.

#### **ADJOURNMENT:**

There being no further business, a Motion was made by PLAN COMMISSIONER MANI, seconded by PLAN COMMISSIONER VICK to adjourn the Regular Meeting of the Plan Commission of June 20, 2019 at 9:02 p.m. The Motion was unanimously approved by voice call. PLAN COMMISSION ACTING CHAIRMAN GRAY declared the meeting adjourned.



# PLAN COMMISSION STAFF REPORT

July 18, 2019

#### Petitioner

Erica Techeira and Jason Rosater (Owners)

**Property Location** 17130 67<sup>th</sup> Court

#### PINs

28-30-400-013-0000, 28-30-400-014-0000, and 28-30-400-015-0000

#### Zoning

R-4 (Single-Family Residential)

#### **Approvals Sought**

Variation Plat Approval Masonry Waiver

#### **Project Planner**

Daniel Ritter, AICP Senior Planner **Techeira & Roaster House Addition - Final Plat of Consolidation, Masonry Waiver and Fence Variation** 17130 67<sup>th</sup> Court



# **EXECUTIVE SUMMARY**

The Petitioners, Erica Techeira and Jason Rosater (owners), are seeking a 25 foot Variation from Section III.J. (Fence Regulations) of the Zoning Ordinance, to permit a four foot high open-design fence to extend 25 feet into the required primary front yard where a fence encroachment is not permitted at 17130 67<sup>th</sup> Court in the R-4 (Single-Family Residential) Zoning District. Additionally, the Petitioners are requesting that the Plan Commission consider recommending that the Village Board grant Final Plat Approval for consolidation of three lots and a Masonry Waiver.

The Petitioners are proposing to construct a home addition approximately 2,200 sq. ft. in size on their existing ranch home. The addition would include an expansion to the living space and garage space. The existing home is constructed on two separate lots. There is also a third lot to the south of the home currently used as yard space that will have a small portion of the addition on it as well. To complete this addition, the lots are required to be consolidated so that a structure is not built over any property lines. The masonry waiver is being requested based on the Petitioner's desire to have a farmhouse-style look and stay within their budget for the exterior. The home would retain some of the existing brick with a German schmear technique used to give a unique and lighter appearance to the existing brick.

There is an existing fence that is in disrepair and is proposed to be replaced with the home's expansion. The fence currently encroaches into the front yard due to the location of a creek behind the home. The proposed fence will be replaced in approximately the same location (with a small portion being removed) and would continue to prevent the public from accessing the creek area. The fence will be a four foot high wrought iron open-style fence that would allow for some visibility.

# **EXISTING SITE & HISTORY**

The subject property (outlined in red on image to the right) currently consists of an approximately 1,452 sq. ft. ranch house with an attached one-car garage. The home was constructed in 1956. The property includes three separate lots that total 22,098 sq. ft. in area. The home is located in Breitbarth's Subdivision which is an older subdivision and area that was part of the Village's original boundaries. To the south of the property is Midlothian Creek.

When all three lots are looked at together, the home is conforming to the existing Zoning Code setback and bulk regulations, as well as the Building Code's requirements for first-floor masonry. The lot is heavily wooded with extensive vegetation and overgrowth along the creek and front yard. There has been a fence in the front yard for many years to limit access to the creek property by the public. This fence is currently in disrepair and has many missing or damaged sections. There were no previous permits or Variations found for the fence.





# **ZONING & NEARBY LAND USES**

The proposed site is zoned R-4, Single-Family Residential. The surrounding properties include, a single-family home zoned R-4, Single-Family Residential to the North; a TP Park District property zoned R-4, Single-Family Residential the property to the east; the Midlothian Creek and the VFW zoned DF, Downtown Flex are located to the south; to the west are two single-family residential homes zoned DF, Downtown flex. The area's homes are a mix of single-story ranch and two-story houses, with most constructed before 1960. The homes in the area also have a mixture of exterior materials including brick, stone, fiber cement board, and vinyl siding.

The fence code was last revised in 2017 with corner lots with non-conforming house setbacks were a primary point of discussion. Upon discussion by the Zoning Board and Plan Commission, it was determined that it was acceptable to permit some fences to encroach



ten feet into a required secondary front yard if it complies with some design conditions. However, similar to the previous fence regulations, fences were prohibited in a primary front yard.

#### ABOUT THE SPECIAL APPROVALS NEEDED (VARIATION, FINAL PLAT, & MASONRY WAIVER)

#### Fence Variation

The Petitioner is proposing to replace the existing deteriorated wood fence that encroaches into their front yard. The fence would be replaced with a four foot high wrought iron style aluminum fence. A small portion of the fence that extends to the front of the home will be removed. The proposed fence line is indicated in blue on the plan below. The fence is being proposed to be replaced in the front yard because moving the fence back 25 feet would leave access to the adjacent creek open for that distance. The fence will tie into a similar style fence owned by the Village that runs along the sidewalk over the creek.

Alternatively, the fence can be angled back to the required setback from that point (red line in the image below). This would lessen the requested Variation and the total encroachment into the front yard while still limiting access to the creek. This alternative option is not preferred by the Petitioner due to the potentially odd angle and appearance.

A front yard fence would typically not be acceptable based on current development patterns, visual preferences, and effects on neighboring property owners. However, the existing lot is a unique setup with a creek being the adjacent property to the south. The fence will tie into an existing fence in the Village's right-of-way that separates the sidewalk and creek. There are no visibility issues from the proposed driveway due to having no adjacent properties to the south that could have a driveway.

It should be noted that if the fence Variation is approved, the fenced-in area will remain a required front yard, which will not permit a pool, shed or other accessory structures to be located in it.

133.00

Open Item #1: Discuss current fence Variation request and proposed location, design, and style. Discuss any alternative options that reduce the Variation request to the greatest extent possible.

### <u>Final Plat of Consolidation</u> <u>Approval</u>

Buildings or additions are not permitted to be constructed over property lines. By doing so, future zoning, setback and ownership issues can arise. The Petitioner is proposing to construct the addition on all three existing lots and therefore must consolidate them to meet the appropriate setbacks. The Plat of Consolidation was reviewed by Planning Staff, the Village Attorney and Village Engineer. The consolidation will help to ensure that different portions of the lot aren't sold off separately in the future.

#### Masonry Waiver

The existing ranch home is constructed entirely of masonry. The Building Code requires that additions on homes constructed of masonry use matching brick color,



size and design on any additions or alterations. The petitioner explored the home's design and their ability to meet this requirement but determined their preferred style (Farmhouse) and their budget worked best if they utilized fiber cement board siding instead of masonry. The fiber cement board is generally considered more durable and higher quality than vinyl siding. Additionally, because the area has a large mix of home materials including siding and brick, the home will fit in visually with the surrounding neighborhood. Some of the existing brick will remain on the home around the entrance and garage. A technique called German schmear will be used on the brick to give a lighter and unique appearance to the home's front façade. German smear mimics the look of irregular stones and heavy mortar joints to give the brick a more rustic or aged appearance.

Masonry waivers have not typically come before the Plan Commission for review. However, due to the other required reviews and possible future changes that would make the masonry requirements part of the Zoning Code, the Plan Commission is being asked to provide a recommendation to the Community Development Committee, whom will review the Masonry Waiver at their July 23, 2019 meeting.

*Open Item #2: Discuss Masonry Waiver and recommendation to the Community Development Committee* 



# SUMMARY OF OPEN ITEMS

Staff identified the following open items for discussion at the workshop:

- 1. Discuss current fence Variation request and proposed location, design, and style. Discuss any alternative options that reduce the Variation request to the greatest extent possible.
- 2. Discuss Masonry Waiver and recommendation to the Community Development Committee.

#### STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff has prepared the draft responses below for the Findings of Fact within the next Staff Report.

- 1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
  - The subject parcel has options for a fence that are code compliant and will not limit the owner's ability to yield a reasonable return on their property. The desire to limit public access to the adjacent creek and the visual appearance of the property will be increased by the proposed fence without causing visual site line issues.
- 2. The plight of the owner is due to unique circumstances.
  - The lot is adjacent to a creek that runs the full extent of the south property line. The property is extremely wide and has an existing fence in the front yard.
- 3. The Variation, if granted, will not alter the essential character of the locality.
  - Due to the unique development pattern of the block and the adjacent creek, the proposed fence will carry the existing fence line that runs next to the sidewalk and over the creek. The proposed fence and lot improvements will increase the visual appearance of the property and tie it into the surrounding neighborhood.
- 4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
  - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
  - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
  - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
  - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

# MOTION TO CONSIDER

If the Plan Commission wishes to take action on these items, an appropriate wording of the motions would read:

#### Variation:

"...make a motion to recommend that the Village Board grant a 25 foot Variation to the Petitioners, Erica Techeira and Jason Rosater, from Section III.J. (Fence Regulations) of the Zoning Ordinance, to permit a four foot (4') high open design fence to extend 25 feet into the required primary front yard where a fence encroachment is not permitted at 17130 67<sup>th</sup> Court in the R-4 (Single-Family Residential) Zoning District, consistent with the List of Submitted Plans as attached herein and adopt Findings of Fact as proposed by Village Staff, and as may be amended by the Plan Commission at this meeting."

...with the following conditions: [any conditions that the Commissioners would like to add]

Final Plat of Consolidation:

"...make a motion to recommend that the Village Board grant approval for a Final Plat of Consolidation to the Petitioners, Erica Techeira and Jason Rosater, for the Lourdes-Staackmann Subdivision/Consolidation of three lots at 17130 67<sup>th</sup> Court in the R-4 (Single-Family Residential) zoning district."

...with the following conditions: [any conditions that the Commissioners would like to add]

Masonry Waiver:

"...make a motion to recommend that the Community Development Committee grant approval for a Masonry Waiver to the Petitioners, Erica Techeira and Jason Rosater, for the property at 17130 67<sup>th</sup> Court in the R-4 (Single-Family Residential) zoning district, consistent with the List of Submitted Plans as attached herein."

...with the following conditions: [any conditions that the Commissioners would like to add]

#### LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Plat of Survey	Landmark Engineering LLC	5/10/19
17130 67 <sup>th</sup> Court Site Plan	Jakl Brandeis Architects LTD	N/A
Lourdes- Staackmann Plat of Consolidation	Landmark Engineering LLC	7/11/19
Color Rendering - Front		
Color Rendering – Side and Rear		
Main Floor Plan	Jakl Brandeis Architects LTD	N/A

Tinley Park

Village of Tintoy Park Community Development Dept. 16250 S. Oak Park Ave Tinley Park. 8, 50677 708 444-5100

#### VILLAGE OF TINLEY PARK, ILLINOIS PLANNING AND ZONING GENERAL APPLICATION

#### REQUEST INFORMATION

'Additional Information is Required for Specific Requests as Outlined in Specific Addendums

	for		
Planned Uni	Development (PUD) Conce	pt Preliminary I	inal Deviation
✓ Variation	Residential Commercial	for First floor mas	onary waiver
Annexation			
Rezoning (M	ap Amendment) From	to	
Plat (Subdivi	sion, Consolidation, Public Ease	ment) Prelimin	ary Final
Site Plan			
Landscape	Change Approval		
[/]Omer. <u>Fence</u>			
PROJECT & PR	OPERTY INFORMATION		
Project Name:	Techeira-Rosater Residence		
Project Description:	+/-3,500 sq.ft.residential single fa	mily, ranch addition	
Project Address:	17130 67th Court, Tinley Park	Property index No. (PIN):	28-30-400-013-0000,014-0000,
Zoning District:		Lot Dimensions & Area:	<u>186' x 183' +/-22,098 s.f .</u>
Estimated Project Co	st: \$ 380,500.00		
OWNER OF RE	CORD INFORMATION		
Please supply prop	er documentation of ownership and/or	designated representat	ive for any corporation.
Name of Owner:	rica Techeira & Jason Rosater	Company:	
Street Address: 1	7130 67th Court	City, State & Zip:	lley Park, IL 60477
E-Mail Address: e	techeira35@gmail.com	Phone Number:	
APPLICANT IN	FORMATION		
Same as Owner o	f Record		
All correspondence	e and invoices will be sent to the applic	ant if applicant is diffe	rent than owner, "Authorized
Representative Co	nsent' section must be completed.		
Name of Applicant:	Erica Techeira	Company:	n guntan in guntan sustaine ugatatatu panalatu u analatu ya guntatu ya wananakakan panana sustaine katabanakatu
Relation To Project:	Owner and resident		
Street Address:	17123 67th Court	City, State & Zip: Tinl	ey Park, IL 60477
E-Mail Address:	etecheira35@gmail.com	Phone Number:	

Uprates 17/19/2018



Village of Tinley Park Community Development Desit. 16250 S. Oak Paris Ave Tinley Parl. 4, 60477 703 444-51 20

VILLAGE OF TINLEY PARK, ILLINOIS

PLANNING AND ZONING GENERAL APPLICATION

#### Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized repetitive.

I hereby authorize \_ (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. Lagree to be bound by all terms and agreements made by the designated representative.

**Property Owner Signature:** 

Property Owner Name (Print):

#### **Acknowledgements**

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Pian Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections. of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before • scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid .
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior . to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and . documentation is true and correct to the best of their knowledge.

Property Owner Signature:	
Property Owner Name (Print):	ENICH PETERNA
Applicant Signature: (If other than Owner)	
Applicant's Name (Print):	
Date:	4-6-2019

Updated 17/13/1615



15		
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Date	N	Ind Section
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# 18CSAT136490P1/1

THE GRANTOR(S), Daniel Staackman, Successor Trustee, of the June Staackmann Living Trust dated October 4, 2016, of the Village of Tinley Park, County of Cook, State of IL for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY(S) and Warranty to Erica Techeira and Jason Rosater, as joint tenants (GRANTEE'S ADDRESS) 17123 67th Ct. Tinley Park, IL 60477 of the County of Cook, all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

LOTS 8. 9 AND 10 IN BREITBARTH'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, FEBRUARY 19, 1920 AS DOCUMENT NO. 6740774, IN COOK COUNTY, ILLINOIS.

#### SUBJECT TO:

Covenants, conditions and restrictions of record; General taxes for the year 2018 and subsequent years including taxes which may accrue by reason of new or additional improvements during the years .hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 28-30-400-013-0000, 28-30-400-014-0000, 28-30-400-015-0000 Address(es) of Real Estate: 17130 67th Court Tinley Park, IL 60477

Dated this  $Z \mathcal{E}$  day of D = 2, 201%

(SEAL)

\_\_\_\_(SEAL)

Daniel Staackmann, Successor Trustee

OF ILLINOIS, COUNTY OF LOOK SS.

l, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Daniel aackmann, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 28 day of 02, 278

THOMAS S LEONARD Official Seal Notary Public - State of Illinois My Commission Expires Jul 20, 2022

(Notary Public)

Prepared By: Thomas S. Leonard Leonard & Associates 17103 Oak Park Avenue Tinley Park, IL 60477

Mail To:

Medard Narko 6300 W. 159<sup>th</sup> Street Oak Forest, IL 60452

Name & Address of Taxpayer:

Jason Rosater 17130 67th Court Tinley Park, 1L 60477



Village of Finley Fork Community Development Dent 16250 5: Oak Park Ann Tinley Park, IL 60677 703-443 5100

### VILLAGE OF TINLEY PARK, ILLINOIS VARIATION ADDENDUM

#### APPLICATION & SUBMITTAL REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they will not be accepted and may delay the review and hearing dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting a Variation from the terms of the Zoning Ordinance. This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements and receive preliminary feedback on any concept ideas or plans prior to making a submittal.

General Application form is complete and is signed by the property owner(s) and applicant (if applicable).

Ownership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied as well. All beneficiaries of a property must be disclosed.

 $\sqrt{}$  A written project narrative detailing the specific variation(s) from code requirements that are being requested, the reasoning for requiring the variation, the general nature and specific aspects of the proposal being requested. Any additional requests such as a Special Use or Site Plan approval should be indicated in the narrative as well.

A Plat of Survey of the property that is prepared by a register land surveyor and has all up-todate structures and property improvements indicated. All proposed improvements shall be indicated on the survey and be appropriately scaled with all setbacks and dimensions clearly indicated.

Any applicable site plan, engineering/grading plans, exterior elevations or interior layout plans that indicate the full scope of the project and the Standards for a Variation.

 $\frac{\sqrt{2}}{2}$  Responses to all Standards for a Variation on the following page (can be submitted separately along with the narrative, but all standards must be covered).

] Residential Variation Hearing Fee - \$150 + 知 f(Mice)? Commercial Variation Hearing Fee = \$200

Updated 12/18/3019

110= ----

#### **PROJECT NARRATIVE:**

We had a close relationship with now deceased Staackmans. We were able to purchase their property at an affordable amount and are trying to build our forever home. We want to construct a modern, ranch farmhouse. I have MS and stairs have become a mobility issue for me and my family, hence the ranch style home. We currently live at 17123 67<sup>th</sup> Court, directly across the street from the property where we are asking for a variance. We care greatly for the community, our neighbors and our investments. I have lived in this corner on Tinley Park for the last 20 years and we hope to spend the next few decades in our new home. We would not construct anything that would endanger our relationship with any of the previously mentioned. When I became pregnant with our second child, I realized how challenging continuing to live in our cape cod would be. We started looking for a turnkey residence, but we had a lot of difficulty locating a ranch that fit our needs and kept us in the location we love. June Staackman came through for us and we have been aggressively planning our home since we closed in December. We are super excited and nervous about the project.

#### STANDARD FOR A VARIATION

A. We write to ask for a first-floor masonry waiver. We have elected to build a ranch property on our site. I have MS and stairs have become a mobility issue for me and my family, hence the ranch style home. We are planning a modern farmhouse facade. In keeping with this design aesthetic, we have chosen to wrap the addition in Hardie board, or equal, in a vertical board and batten style. The existing single-story residence has a brick façade and an all brick home was not the look we were going for. We purchased the property because of the sizable lot and because of its strategic location; across from our existing home in the downtown area, not for its brick veneer.

We contemplated removing all of the existing brick but have decided to retain it to create more variety in the front elevation. The standing seam roof and black window frames in addition to the siding contribute to the modern farmhouse look. There are two areas on the front elevation where we altered the roof line to achieve a more farmhouse appearance by changing the roof style from a hipped to a gabled roof. This creates a new triangular portion of material that needs to be filled in. We would like to fill these areas with brick but finding a matching brick may be extremely difficult as the house was constructed in 1956. We don't want a patched affect. Unfortunately, reusing brick is not recommended by the Brick Institute of America; we may have difficulty convincing a bricklayer to guarantee their work under those circumstances. If we are able, we will reuse the brick that is being removed from other portions of the façade (Alternate East Elevation)

Cost is the second factor. Building a ranch home is expensive, almost double the cost of a 2story home. We were able to see considerable savings while achieving a design that appealed to us more than an all brick home. Despite the cost factor we have not chosen a less expensive alternative; vinyl siding. It was suggested that we do brick on the bottom half of the façade.

We were not happy with design results. That layer affect emphasized the horizontal instead of the intended vertical. We are trying to create the illusion of height, which is why we increased and changed the pitch of the roof despite the increased costs.

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The second variance request is for a fence in the front yard. As the site plan depicts, the property abuts the Midlothian Creek. We would like to replace the existing wood fence with a 4' high wrought iron fence to closely match the fence adjacent to our property.

**B.** The current home has not been improved in decades and the land itself has become overgrown in recent years dues to the age of the previous owners. The addition as proposed would be a great improvement to the value of the property in both appearance and dollars. The majority of the homes in the area and on the street in particular are vinyl siding or brick and considerably smaller square footage. We will likely not proceed with the improvements without a variance granted and the property will remain unimproved until we can determine its future. No one benefits in that scenario.

C. This hardship was created by the cost of brick and the design aesthetic of a modern farmhouse.

We would like to limit access to the creek and thereby limit our liability should anyone fall in, get hurt or drown.

D. There are very few residential properties in downtown Tinley Park with the acreage required for a large ranch home. Large custom ranch homes are few and far between. Owners generally elect to go up, rather than out due to cost limitations in both construction and land. We are extremely fortunate to have acquired this property with our family's requirements.

E. We NEED a ranch. We have two small children and I am running ragged going up and down in our existing cape cod. I am tired. In addition to my current health needs we are older parents and are thinking of our retirement and possible health needs in the immediate future. We would like to age in place and have designed the home with handicapped accessibility in mind.

F. As stated in "B", The current home has not been improved in decades and the land itself has become overgrown in recent years dues to the age of the previous owners. The addition as proposed would be a great improvement to the value of the property in both appearance and dollars. Someone could be seriously injured should they fall into the creek. The property in question is located directly across from Memorial Park. We receive a lot of foot traffic and there is no sidewalk on the property so there is no visible demarcation for a safe path of travel.

G. Many of the homes in the area and on 67<sup>th</sup> court are either vinyl siding or brick and of considerably smaller square footage. If the new construction proposed for the downtown area and former Central school lot continues as planned, we will already begin to see changes in the general character of the locality. We believe our proposed variance will in keeping with these changes.

- H. Describe how the requested Variance will not:
- Impair an adequate supply of light and air to adjacent properties.
- 2. Substantially increase the congestion of the public streets.
- 3. Increase the danger of fire.
- 4. Impair natural drainage or create drainage problems on adjacent property.
- 5. Endanger the public safety.
- 6. Substantially diminish or impair property values within the neighborhood.

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- 1. We will not impair adequate supply of light and air. This is single story addition. We are retaining similar ridge heights and sight lines.
- 2. n/a. We will still be a single-family home with a garage for our vehicles.
- 3. n/a. To the contrary, the entire residence will be remodeled and better comply with current building code and fire regulations
- 4. n/a. The addition will not infringe upon required setbacks and will be graded in accordance with engineering requirements. It is our best interest to go with natural drainage; towards the creek.
- 5. The cladding of the home will in no way endanger public safety. Not permitting a fence in the front yard, in our opinion, could be considered a danger to children in particular.
- 6. To the contrary, the proposed construction would improve the appraised value of the property which will not diminish the value of neighboring properties.






#### PLAN COMMISSION

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_,

PLAN COMMISSION CHAIRMAN

SECRETARY

#### PRESIDENT AND BOARD OF TRUSTEES

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

PRESIDENT

VILLAGE CLERK

#### VILLAGE CLERK

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE HEREON DRAWN PLAT OF CONSOLIDATION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_,

NOTARY FOR OWNERS

ERICA A. TECHEIRA

STATE OF ILLINOIS COUNTY OF COOK

DISTRICT 228.

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT JASON C. ROSATER AND ERICA A. TECHEIRA, PERSONALLY KNOWN TO ME TO BE

WE, JASON C. ROSATER AND ERICA A. TECHEIRA, DO HEREBY CERTIFY THAT WE ARE OWNERS OF THE LAND DESCRIBED HEREON AND THAT, AS SUCH OWNERS, WE HAVE CAUSED SAID DESCRIBED LAND TO BE SURVEYED AND CONSOLIDATED AS SHOWN ON THE HEREON DRAWN PLAT AS OUR OWN FREE AND VOLUNTARY ACT AND DEED. WE FURTHER CERTIFY THAT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE LAND DESCRIBED HEREON LIES WITHIN ELEMENTARY SCHOOL DISTRICT 146 AND HIGH SCHOOL

DATED THIS \_\_\_\_\_\_ DAY OF\_\_\_\_\_\_, A.D.20\_\_\_\_\_,

<u>OWNERS</u>

VILLAGE CLERK

THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

#### GIVEN UNDER MY HAND AND NOTARIAL SEAL

JASON C. ROSATER

THIS \_\_\_\_\_\_DAY OF\_\_\_\_\_\_, 20\_\_\_\_\_

NOTARY PUBLIC

#### <u>VILLAGE ENGINEER</u>

STATE OF ILLINOIS) COUNTY OF COOK)<sup>SS</sup>

#### APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, 20\_\_\_\_\_,

VILLAGE ENGINEER

#### DRAINAGE CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THIS CONSOLIDATION OR THAT, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION WILL BE MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS THAT THE OWNER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO ELIMINATE THE LIKELIHOOD OF DAMAGE TO ADJOINING PROPERTY OWNERS BECAUSE OF THIS CONSOLIDATION. THE EXISTING OVERLAND FLOW ROUTES WILL CONFORM TO THE ORIGINAL SUBDIVISION GRADING PLAN AND ACCEPTED ENGINEERING DESIGN. SHOULD AND PONDING OCCUR ON-SITE, IT WILL BE OUR RESPONSIBILITY TO ADDRESS AS PER ALL REQUIREMENTS OF THE VILLAGE'S CODES, ORDINANCES AND REGULATIONS RELATED TO STORMWATER MANAGEMENT, SOIL EROSION CONTROL AND SITE GRADING.

DATED THIS \_\_\_\_\_\_DAY OF\_\_\_\_\_\_, 20\_\_\_\_\_, 20\_\_\_\_\_,

OWNER

ENGINEER

PREPARED BY:



PALOS HILLS, ILLINOIS 60465-1529 Phone (708) 599-3737

SURVEY No. 19-04-113-CONSOL-R

AFTER RECORDING, PLEASE RETURN TO: VILLAGE CLERK VILLAGE OF TINLEY PARK 16250 S. OAK PARK AVENUE TINLEY PARK, IL 60477

#### LAND SURVEYOR

STATE OF ILLINOIS) COUNTY OF COOK)<sup>SS</sup>

I, RICHARD P. URCHELL, ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3183, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 8, 9 AND 10 IN BREITBARTH'S SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1920, AS DOCUMENT NUMBER 6740774, IN COOK COUNTY, ILLINOIS.

THIS PLAT CORRECTLY REPRESENTS SAID SURVEY AND CONSOLIDATION IN EVERY DETAIL. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF, CORRECTED TO 68 DEGREES FAHRENHEIT, AND BEARINGS SHOWN ARE BASED ON THE ILLINOIS EAST STATE PLANE COORDINATE ZONE 1201 (NAD83) AS DETERMINED BY GPS MEASUREMENT.

THE AREA OF THE SUBDIVISION IS 22,098 SQUARE FEET = 0.507 ACRES (more or less).

I FURTHER CERTIFY THAT THE FLOOD ZONE LIMITS SHOWN HEREON ARE AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NUMBER 17031C0708J, EFFECTIVE AUGUST 19, 2008.

DATED AT PALOS HILLS, ILLINOIS, THIS 11th DAY OF JULY, A.D. 2019.

RICHARD P. URCHELL I.P.L.S. NO. 3183







North Elevation











# PLAN COMMISSION STAFF REPORT

July 18, 2019

#### Vroegh Eyecare/Park Oaks Condominium Expansion 17322 Oak Park Avenue



#### **EXECUTIVE SUMMARY**

Consider granting Site Plan Approval and recommending that the Village Board grant James Vroegh (Petitioner), on behalf of Park Oaks Commercial Condominium Association (Owner), Variations from the Zoning Code related to building height, building depth, percent of street-level glazing, building materials, and architectural style to construct an approximately 376 sq. ft. (16 feet x 23.50 feet) 1-story addition on an existing 3-story Park Oaks Condominium mixed-use development located at 17322 Oak Park Avenue in the DC (Downtown Core) Zoning District.

The 1-story building addition will continue the first-floor design of the Park Oaks building but is not proposed to match the existing building in scale due to the difficulties of doing so with the building's existing condo ownership. The Legacy Code's height and commercial depth requirements are in place to create an active consistent street wall along primary corridors to create an intriguing urban environment. Existing non-conforming situations in the downtown such as the additions on the Teehan's building have been proposed to be removed as part of the future redevelopment to meet these downtown development goals. The Commission will need to consider any precedence that would be set by the requested Variations and the effects on the goals of the Legacy Code and future development proposals.

#### Petitioner

James Vroegh (Petitioner) on behalf of Park Oaks Commercial Condominium Association (Owner)

#### **Property Location**

17322 Oak Park Avenue

#### PIN

28-30-308-029-0000 & 28-30-308-029-1004

**Zoning** DC (Downtown Core)

#### **Approvals Sought**

Site Plan Approval Variations

#### **Project Planner**

Daniel Ritter, AICP Senior Planner

#### **EXISTING SITE & HISTORY**

The Park Oaks Condominium building (shown with a star on the map on the right) is an existing 3-story, approximately 15,000 sq. ft. building that includes eight residential and four commercial condominiums. The property was previously owned by School District 146 until 1999 and then given to the Village for control of future development. The Village eventually selected a developer through an RFP process. The project was one of the first mixed-use redevelopment projects in the downtown and included heavy involvement of the Historic Preservation and Main Street Commissions which looked to tie the building to a larger vision for redevelopment in the downtown. The Historic Preservation Commission specifically looked into the scale and materials of the building to ensure that the historic character of the



downtown was retained. The Park Oaks project was approved in 2001 and completed in 2003. The commercial condo units are currently occupied by Vroegh Eyecare (17322), Apothecary Pharmacy (17320), Tinley Park Chamber of Commerce (17316), and Tinley Park Chiropractic Wellness (17314).

The patio area on the south side of the subject property (proposed location of the Vroegh building addition) was discussed at the Long Range Plan Commission's meeting on the project; the patio area was noted as important to encourage outdoor dining opportunities at the building, help offset the building from the neighboring Wyman's building and ensure the walkway between the properties didn't become an unlit or unsafe alleyway. This patio area is considered a "limited common element" per the approved declarations that is owned by the Condominium Association that has some exclusive use rights assigned to the adjacent 17322 (Vroegh Eye Care) unit. The right for use of this "limited common element" can be sold or divided to other units based on the declaration rules.



#### **ZONING & NEARBY LAND USES**

The subject Park Oaks Condominium property (outlined in red on the Zoning Map to the right) is located in a mixed-use building in the DC (Downtown Core) zoning district. The characteristics of this district are described in the Legacy Code as, "The Downtown Core District consists of the highest density and height, with the greatest variety of uses. Street frontages have steady street plantings and pedestrian amenities, and buildings form a continuous street wall set along wide sidewalks". The code's regulations are described as, "intended to promote taller, mixed-use development in the vicinity of the Oak Park Avenue train station."

Nearby properties to the subject site include a municipally owned parking lot directly to the west in the DC (Downtown Core) zoning district that separates the subject property from the R-4 (Single-Family) zoning district. The properties to the north (Electric Blue Entertainment), South (Wyman's Framing & Art Gallery and Ed n' Joe's Pizza) and East (We're Nuts About Mutts and Teehan's Tavern) are also located in the DC (Downtown Core) zoning district. All of these existing properties are considered "Heritage Sites" as they were approved and constructed prior to the implementation of the Legacy Code. Heritage sites are permitted to maintain their existing site configuration and uses but may be required to perform certain upgrades (such as front yard parking removal, install additional landscaping, street trees, etc.) when there is changing uses, building or site.



The Downtown Core zoning district allows for varying building heights depending on the specific location. The minimum height for any new building or new building additions in the Downtown Core is 3-stories. The minimum building height is required to help create a continuous street wall and an urban environment that peaks in terms of density in the downtown core. The height requirement helps promote population density and the number of people living within walking distance of the train station. Building additions are required to meet all Zoning Code and design requirements to ensure that there are not "after-the-fact" additions that don't comply with the existing structures design and the district's development principals.

General		
Minimum Lot Width	50'	
Maximum Lot Width	n/a	
Minimum Building Height	3 stories	
Building Setbacks		
Front Yard (primary street)	5' max. 🛛 🗛	
Front Yard (secondary street)	7.5' max. \tag	
Side Yard (interior)	5' max. 🕒	
Side Yard (along access drive)	5' min. 🕒	
Rear Yard (existing alley)	5' min. D	
Rear Yard (no alley required)	5' min. D	
Rear Yard <i>(future alley)</i> 30' min.		

The maximum building height ranges from 4-stories along Oak Park Avenue to 7-stories in height for the properties directly to the south (The Boulevard and Bremen Station) and north of the train station. Additionally, buildings along

Oak Park Avenue, North Street, and South Street are required to have street-level (first-floor) commercial space with a minimum depth of 50 feet. The minimum commercial space depth along these frontage ensures that the required commercial space along the first-floor in the downtown can be utilized by the types of business that the Village envisions for the downtown such as restaurants, coffee shops, and retail stores.

The Park Oaks building was constructed prior to the implementation of the Legacy Code and Legacy Plan. However, the development was used as an example of the kind of developments the Village was looking to encourage in the downtown when the Legacy Plan and Legacy Code were being developed.

#### VARIATIONS

The five Variations requested by the applicant are as follows:

- 1. A 2-story Variation from Section 2-A-9, Table 2.A.6 of the Legacy Code to permit a 1-story building addition on an existing 3-story building where the minimum building height is 3-stories.
- 2. A 26.5 foot Variation from Section 2-A-4, Table 2.A.1 of the Legacy Code to permit a commercial space that only has a depth of 23.5 feet instead of the required commercial space depth of 50 feet where street-level commercial is permitted.
- 3. A Variation from Section 3-B-6-a of the Legacy Code to permit a building addition with less than the required 60 percent of the street-level façade to be glazed.
- 4. A Variation from Section 3-B-7 of the Legacy Code to permit the building addition to not have brick or masonry where a new building or addition is required to consist of 75 percent brick, stone, or fiber cement siding.
- 5. A Variation from Section 3-B-8 of the Legacy Code to permit a building addition to be constructed that does not comply with the required Architectural Guidelines including, "A consistent style of architectural composition should be applied throughout a structure".

The proposed 1-story addition will be added to an existing 3-story structure. The existing Park Oaks structure predominately complies with the Legacy Code requirements for scale, location, and materials. The one exception to complying with the code is the use of paneling on the first floor where it would not be permitted. Since the addition will not be meeting the existing building length or height, there are a number of Variations required to meet approval. In order to be recommended for approval, these Variations must be found to meet the Standards for a Variation outlined in the sections below as well as the additional Legacy Code Standards.

As with all Variation approvals, the Plan Commission must be aware of setting precedent for future similar requests in the downtown area, especially as it relates to the Downtown Core which establishes a density and scale that is intended to support the overall mission of the entire Legacy District. The burden is on the applicant to meet all three statutorily required Findings of Fact and to prove this situation is unique thereby justifying Variation from the Code. As part of their review, the Plan Commission will need to determine if condo ownership represents a unique situation and whether it creates physical hardships warranting the Variation. If the Commission believes the type of ownership presents a burden, the Commission must also must consider whether this ownership was self-created by current or former owners of the property. It should be noted that most structures in the Village can be converted to condominiums or single-ownership without prior Village approval. It is recommended that the Plan Commission use these Variation and Legacy Code Standards as a guide for their review as well as the architectural guidelines outlined in the Legacy Code.

# Open Item #1: Discuss the five requested Variations and the desirability of a 1-story building addition on a 3-story building that does not comply with the code requirements. Discuss how this relates to the Standards for a Variation and Legacy Code Standards that must be met to approve a Variation.

#### PROPOSED USE, OWNERSHIP AND MANAGEMENT

The use of the proposed space will be for the expansion of the Vroegh Eyecare space to include an additional examination room and employee break room. While the proposed use itself is not a concern, the Commission may wish to consider the possible complications of ownership of the building addition which will continue to be owned by the Property Owner Association (POA) and retained as a "Limited Common Element" under the approved and recorded Condo Declarations. This is of particular concern since the intent of the building addition is clearly privately owned.

Additionally, the Commission may wish to discuss possible future issues with the POA ownership of the building addition without any formal sale or lease on the property. As proposed, the POA will remain the owner of the property thereby permitting them to apply for future alterations or demo permits on the addition. Other concerns include a potential increased tax burden on the POA due to a for-profit commercial use being located on the common area lot as well as insurance, legal and future maintenance liability associated with the addition. The rights to use "limited common elements" such as the existing patio area are transferable between unit owners. This means that this space can be sold to a different condo unit owner and potentially leased separately. The Commission may wish to consider how this impacts the future of the site if a building is constructed.

In review of the approvals and declarations for the project the subject area is referred to as a "patio space". The Commission may wish to consider whether the original intent of the property is an important factor in considering the proposal. If approved the opportunities for any future use as a patio space is lost.

In discussions with the Village Attorney, staff has been informed that the ownership approval and Declaration Amendment provides the authority to permit the Variation requests despite the future utilization of the site is impacted as discussed above. While not legally required, the applicant has been encouraged to consider removing the subject area as a limited common element, purchase the property from the POA, and consolidate the two parcels into one lot and PIN. This will provide for a more transparent process for construction of the addition to the condo unit owners and avoid any possible future ownership, control or tax issues as described above.

# Open Item #2: Discuss the potential future consequences/effects of the proposed addition that is owned and controlled by the POA.

Open Item #3: Discuss the space and effects of the property continuing to be considered as a "limited common element" in the approved and recorded Condominium Declarations when only accessed and controlled by a single property owner. The space can also be sold in whole or part to other unit owners.

Open Item #4: Due to the ability for the space to be used by a separate tenant or unit in the future, discuss the effects and quality of potential future tenants in a unit that has a depth of 23.5 feet and is 376 sq. ft. in size.

Open Item #5: Discuss removing the patio area as a "limited common element" in the Declarations, purchased from the POA by the owner of the 17322 unit, and the two parcels be consolidated into one lot and PIN.

#### LANDSCAPE

Landscaping is relatively limited on the existing site and is primarily located around the site of the proposed addition. While the street tree next to the property is shown remaining in the color rendering, this tree is likely to die due to extensive damage to the root zone resulting from the construction of the proposed addition. The Public Works Department has recommended that the tree be removed and that no new tree be placed in the space due to the limited growing space and distance from the building foundations. The parkway tree location is required to be moved to a location in the sidewalk similar to other trees along the Oak Park Avenue right-of-way. Since the tree removal will be directly caused by the proposed development project, the Petitioner is required to complete all

associated work at the existing and future street tree locations. The installation of parkway trees meeting the streetscape plan is a requirement of the Legacy and Subdivision/Development Codes. Plans are required to be submitted and reviewed for any required public right-of-way work to ensure that it complies with the Legacy Code requirements, downtown streetscape plan, and right-of-way engineering standards. Other existing landscaping around the site of the building addition will require removal including various bushes and shrubs. No landscape or replacement plan has been submitted that shows the resulting or proposed landscaping.



Above (Left): Existing Street Tree and Streetscape at Park Oaks.



Above (Right): Traditional Street Tree Location & Design

Open Item #6: Discuss the requirement that the parkway tree location is moved to a more suitable location along the Oak Park Avenue street frontage in accordance with the Legacy Code requirements, Public Works Department recommendations, and the downtown streetscape plan.

Open Item #7: Submittal of a plan for the required parkway tree replacement and sidewalk work is required.

Open Item #8: Submittal of a landscape plan showing the existing and proposed landscaping is required.

#### ARCHITECTURE & SITE PLAN



Above: Petitioner color rendering of proposed 1-story addition on the Park Oaks Condo building.

The Petitioner's proposed building addition continues the existing first-floor design style and materials which includes a matching decorative paneling. The roof includes a cornice to cap the addition and help to create an appearance that the structure was purposeful and not added after-the-fact. The cornice is proposed as a tan/brown tone to match the existing building's cornerstones. Staff believes this color scheme looks out-of-place on the addition and recommends that it be white in color to match the rest of the proposed addition.

#### Open Item #9: Discuss whether to incorporate a white or brown/tan color cornice.

The Legacy Code requires that any addition to an existing building match the existing building in scale, design and materials which allows the addition to look as if it was constructed with the original building rather than something added "after the fact" that can create a "tackedon" appearance. This requirement is especially important for additions visible from a primary street frontage such as Oak Park Avenue. An example of this was noted during the Legacy Code's implementation in which 1-story additions such as those located on the Teehan's Tavern building, were not a preferred appearance for the future of the downtown. The existing non-conforming additions on the Teehan's building are planned to be removed as part of the redevelopment of the Harmony Plaza and North Street development because they detract from the primary building and overall downtown design goals. The future plans would create a more attractive street wall along Oak Park Avenue that would be directly across from the subject property. If approved, the proposed 1-story addition would be one of the only one-story building additions left and would not be in scale with the rest of the surrounding developments.





Above: Existing 1-story additions proposed to be removed with redevelopment.

# Open Item #10: Discuss the proposed architectural appearance of a 1-story addition on a 3-story building and the possibility of setting a precedent for other notable building downtown sites.

The patio space and landscaped area between the Park Oaks and Wyman's sites were originally proposed as a way to avoid the creation of an alleyway at a key location in the downtown. The Legacy Code promotes zero lot line development to create a consistent street wall along the primary corridors. If the addition is developed to the property line, the remaining space between the buildings will be approximately 6 feet wide in which the majority of the space will be the Village-owned walkway. There is no lighting or landscaping proposed in this area. The negative aspects of creating a narrow alley were discussed during the original development approval and the Plan Commission will want to consider this as part of the current proposal.

# Open Item #11: Discuss the proposed site layout and the resulting five-foot unlit and non-landscaped alleyway that will be present between the buildings.

A complete staff review of the proposed building addition by different departments (Engineering, Public Works, Fire and Police) was unable to be completed by the writing of this staff report. Any comments or corrections that are required following the review, will need to be addressed in the plans prior to the public hearing.

*Open Item #12: Plans will need to be revised based on final staff review comments.* 

#### SIGNAGE

No signage is proposed to be placed on the new addition. However, while it is not proposed, the Legacy Code's sign requirements permit a sign to be placed at this location if a separate tenant ever utilized the space. Staff recommends placing a condition of approval on the Variations prohibiting exterior signage on the addition.

Open Item #13: Discuss the potential signage impact of any future tenant changes and the possibility of a condition prohibiting an exterior sign from being placed on the addition.

#### PARKING

First-floor commercial space in the Downtown Core (DC) does not require parking. When the Park Oaks building was constructed, the public parking lot in the rear of the building was constructed as well to help accommodate the increased parking demand and continue the public parking lot north. The addition of 376 sq. ft. of commercial space is not expected to cause any additional traffic and handled by the existing on-street and available downtown public parking.

#### SUMMARY OF OPEN ITEMS

Staff identified the following open items for discussion at the workshop:

- 1. Discuss the five requested Variations and the desirability of a 1-story building addition on a 3-story building that does not comply with the code requirements. Discuss how this relates to the Standards for a Variation and Legacy Code Standards that must be met to approve a Variation.
- 2. Discuss the potential future consequences/effects of the proposed addition that is owned and controlled by the POA.
- 3. Discuss the space and effects of the property continuing to be considered as a "limited common element" in the approved and recorded Condominium Declarations when only accessed and controlled by a single property owner. The space can also be sold in whole or part to other unit owners.
- 4. Due to the ability for the space to be used by a separate tenant or unit in the future, discuss the effects and quality of potential future tenants in a unit that has a depth of 23.5 feet and is 376 sq. ft. in size.
- 5. Discuss removing the patio area as a "limited common element" in the Declarations, purchased from the POA by the owner of the 17322 unit, and the two parcels be consolidated into one lot and PIN.
- 6. Discuss the requirement that the parkway tree location is moved to a more suitable location along the Oak Park Avenue street frontage in accordance with the Legacy Code requirements, Public Works Department recommendations, and the downtown streetscape plan.
- 7. Submittal of a plan for the required parkway tree replacement and sidewalk work is required.
- 8. Submittal of a landscape plan showing the existing and proposed landscaping is required.
- 9. Discuss whether to incorporate a white or brown/tan color cornice.
- 10. Discuss the proposed architectural appearance of a 1-story addition on a 3-story building and the possibility of setting a precedent for other notable building downtown sites.
- 11. Discuss the proposed site layout and the resulting five foot unlit and non-landscaped alleyway that will be present between the buildings.
- 12. Plans will need to be revised based on final staff review comments.
- 13. Discuss the potential signage impact of any future tenant changes and the possibility of a condition prohibiting an exterior sign from being placed on the addition.

#### STANDARDS FOR SITE PLAN APPROVAL

Section III.T.2. of the Zoning Ordinance requires that Planning Staff must find that the conditions listed below must be met. Staff will prepare draft responses for these conditions within the next Staff Report.

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well.
- d. That the Site Plan provides for the safe movement of pedestrians within the site.
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs.
- f. That all outdoor trash storage areas are adequately screened.

#### ADDITIONAL LEGACY CODE STANDARDS

In addition to any other specific standards set forth herein the Plan Commission shall not recommend a Special Use, Variation, Appeal, or Map Amendment from the regulations of this ordinance unless it shall have made Findings of Fact, based upon evidence presented to it, in each specific case that the following has been met:

- a. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of this ordinance;
- b. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties.
- c. Any improvement meets the architectural standards set forth in the Legacy Code.
- d. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.

#### STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff will prepare draft responses for the Findings of Fact within the next Staff Report.

- 1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
- 2. The plight of the owner is due to unique circumstances.
- 3. The Variation, if granted, will not alter the essential character of the locality.
- 4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
  - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
  - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
  - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
  - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

#### RECOMMENDATION

Following a successful workshop and agreement on open items, proceed to a Public Hearing at the August 1, 2019 Plan Commission meeting. If all items have not been addressed or agreed upon, continue the workshop until the August 1, 2019 Plan Commission meeting.

#### LIST OF REVIEWED PLANS

	Submitted Sheet Name	Prepared By	Date On Sheet
	Park Oaks ALTA Land Survey	Robinson Engineering	2002
	Exterior Color Rendering	Enrique Castel Architect	N/A
	Detailed Grading Plan	DesignTek Engineering, Inc.	6-21-19
	Existing Conditions, Removal & Soil Erosion Plan	DesignTek Engineering, Inc.	6-21-19
T1	Additions & Alteration Plans Cover Sheet	Enrique Castel Architect	6-26-19
T2	Specifications	Enrique Castel Architect	6-26-19
AD1	Demolition Floor & Ceiling Plans	Enrique Castel Architect	6-26-19
AD2	Demolition Elevations	Enrique Castel Architect	6-26-19
A1	Floor & Furniture Plans	Enrique Castel Architect	6-26-19
A2	Roof & Reflected Ceiling Plans	Enrique Castel Architect	6-26-19
A3	Exterior Elevations	Enrique Castel Architect	6-26-19
A4	Details, Room Finish and Door Schedules	Enrique Castel Architect	6-26-19
S0	Specifications	Enrique Castel Architect	6-26-19
S1	Foundation & Framing Plan	Enrique Castel Architect	6-26-19
M1	HVAC Plan	Enrique Castel Architect	6-26-19
P1	Plumbing Plan – Storm	Enrique Castel Architect	6-26-19
FP1	Fire Protection Plan	Enrique Castel Architect	6-26-19
E1	Power & Lighting Plans	Enrique Castel Architect	6-26-19
E2	Schedules & Notes	Enrique Castel Architect	6-26-19
	Park Oaks Commercial Condominium	Park Oaks Assoc.	2-20-19
	Association Approval		
	Park Oaks Commercial Condominium	Park Oaks Assoc.	2-26-03
	Declarations		
	First Amendment to Park Oaks Commercial	Park Oaks Assoc.	2-15-19
	Condominium Declarations		



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

#### VILLAGE OF TINLEY PARK, ILLINOIS PLANNING AND ZONING GENERAL APPLICATION

#### **REQUEST INFORMATION**

\*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

	Special Use for:
	Planned Unit Development (PUD) Concept Prelimingry Final Deviation
À	Variation Residential Commercial for building addition
	Annexation
	Rezoning (Map Amendment) From to
	Plat (Subdivision, Consolidation, Public Easement) Preliminary Final
X	Site Plan
	Landscape Change Approval
	Other:

#### PROJECT & PROPERTY INFORMATION

Project Name:	Park Oaks Commercial Condominium Building Additon on Common Area		
Project Description:	475 foot 1 story addition to south building exterior wall		
Project Address:	17322 S. Oak Park Avenue	Property Index No. (PIN):	26-30-308-029-1004
Zoning District:	H-1 Historic District	Lot Dimensions & Area:	18.5 x 23.10
<b>Estimated Project Co</b>	st: \$ <u>80,000.00</u>	2.	

#### OWNER OF RECORD INFORMATION

Please supply proper documentation of ownership and/or designated representative for any corporation.

Name of Owner:	Park Oaks Commercial Condomini	Company:	
Street Address:	c/o 17322 S. Oak Park Ave	City, State & Zip:	Tinley Park, III 60477
E-Mail Address:	paralegal@thomasfcourtney.com	Phone Number:	

#### APPLICANT INFORMATION

#### Same as Owner of Record

All correspondence and invoices will be sent to the applicant. If applicant is different than owner, "Authorized Representative Consent" section must be completed.

Name of Applicant:	James Vroegh	Company:
Relation To Project:	Agent for Park Oaks Commercial C	Condominium (See page 2)
Street Address:	17322 S. Oak Park Avenue	City, State & Zip: Tiploy, Dork, II, CO 477
E-Mail Address:	Jvroegh@comcast.net	Phone Number:



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

#### VILLAGE OF TINLEY PARK, ILLINOIS

#### PLANNING AND ZONING GENERAL APPLICATION

#### Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized repetitive.

### I hereby authorize James Vroegh

Thereby authorize <u>control viscouries</u> (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements made by the designated representative.

Property Owner Signature: James Vroegh, Representative

Property Owner Name (Print): Park Oaks Commercial Condominium

#### <u>Acknowledgements</u>

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections
  of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to
  inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days
  prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid.
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and
   documentation is true and correct to the best of their knowledge

Property Owner Signature:	Representative
Property Owner Name (Print):	Park Óaks Commercial Condominium
Applicant Signature: (If other than Owner)	
Applicant's Name (Print):	James Vroegh, authorized agent for Park Oaks Commercial Condominium
Date:	February 20, 2019



Tinley Park, IL 60477 708-444-5100

Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave.

#### VILLAGE OF TINLEY PARK, ILLINOIS VARIATION ADDENDUM

#### **APPLICATION & SUBMITTAL REQUIREMENTS**

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they will not be accepted and may delay the review and hearing dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting a Variation from the terms of the Zoning Ordinance. This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements and receive preliminary feedback on any concept ideas or plans prior to making a submittal.

Meneral Application form is complete and is signed by the property owner(s) and applicant (if applicable).

MOwnership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied as well. All beneficiaries of a property must be disclosed.

A written project narrative detailing the specific variation(s) from code requirements that are being requested, the reasoning for requiring the variation, the general nature and specific aspects of the proposal being requested. Any additional requests such as a Special Use or Site Plan approval should be indicated in the narrative as well.

A Plat of Survey of the property that is prepared by a register land surveyor and has all up-todate structures and property improvements indicated. All proposed improvements shall be indicated on the survey and be appropriately scaled with all setbacks and dimensions clearly indicated.

□Any applicable site plan, engineering/grading plans, exterior elevations or interior layout plans that indicate the full scope of the project and the Standards for a Variation.

□Responses to all Standards for a Variation on the following page (can be submitted separately along with the narrative, but all standards must be covered).

Residential Variation Hearing Fee - \$150 Commercial Variation Hearing Fee - \$200

Updated 12/18/2018

#### STANDARDS AND CRITERIA FOR A VARIATION

Section X.G.1 of the Village of Tinley Park Zoning Ordinance requires that the Zoning Board of Appeals determine compliance with the following standards and criteria. In order for a variance to be approved, the Petitioner must respond to all the following statements and questions related to the Standards with factual evidence and information to support the requested Variation. If additional space is required, you may provide the responses on a separate document or page.

- A. Describe the difficulty that you have in conforming with the current regulations and restrictions relating to your property, and describe how this hardship is not caused by any persons presently having an interest in the property. (Please note that a mere inconvenience is insufficient to grant a Variation). For example, does the shape or size of the lot, slope, or the neighboring surroundings cause a severe problem in completing the project in conformance with the applicable Ordinance requirement?
  - 1. The planned unit development designated a 3-story building.
  - 2. It is not possible to construct a 3-story building addition because the 2<sup>nd</sup> and 3<sup>rd</sup> floor have exterior windows that will be obstructed.
  - 3. The existing retail space is too small because of business growth.
  - 4. Patients from Tinley Park are being served in the community by the optometrist office.
  - 5. The relocation of the practice to other retail space cannot economically accomplished in the Village.
  - 6. The planned addition is totally within the existing footprint as intended by the developer.
  - 7. The proposed use is permitted within the zoning district.
  - 8. There is no change in the use since the addition is simply an expansion of the building within the area designated on the original plan.
  - 9. The hardship for the variation is not caused by any person relating to the property.

B. Describe any difficulties or hardships that current zoning regulations and restrictions would have in decreasing your property value compared to neighboring properties.

- 1. The highest and best use for the property is for doctors' offices.
- 2. The use for optometry generates over \$12,000- in retail sales taxes from the sale of frames.
- If the property reverts to its prior retail use there is a likely decrease in value of the unit.
- 4. The space was vacant for several years because of no demand for small retail users.
- 5. Other uses in the Park Oak Commercial Condominium are business offices and small doctors' offices.
- C. Describe how the above difficulty or hardship was created.

3.

- 1. Increased demand by Village residents for eye doctors.
- D. Describe the reasons this Variance request is unique to this property only and is not applicable, in general, to other properties within the same Zoning District.
  - 1. The original building design set aside and contemplated the use of a common element for the possible expansion of the use.
  - 2. There are no other buildings in the Village that were designed for a future expansion of a building.
- E. Explain how this Variance would not be regarded as an attempt at financial gain, but only because of personal necessity. For example, the intent of the Variance is to accommodate related living for an elderly relative as opposed to adding an additional income source.

- 1. The expansion is intended for convenience to provide the doctors with private offices that are lacking in the existing unit.
- 2. There is a lack of private offices for doctors uses.
- F. Describe how granting this Variance request will not be detrimental to the public welfare or injurious to other properties or improvements in the neighborhood in which the property is located.
  - 1. The building addition will be harmonious with the Legacy/Historical appearance designs for downtown Tinley Park.
  - 2. The proposed improvement is consistent with other uses on Oak Park Ave.
  - 3. The Variance will blend with other properties and improvements and not be detrimental to public welfare or injurious to other properties or improvements in the neighborhood.
  - 4. Constructing a small single-story addition is not unique for other buildings on Oak Park Ave.
- G. Explain how granting this Variance will not alter the essential charter of the neighborhood or locality.
  - 1. The appearance of the building is identical to the first floor of the adjoining units.
- H. Describe how the requested Variance will not:
  - a. Impair an adequate supply of light and air to adjacent properties.
  - 1. There will not be any obstruction of light and air. The proposed shared wall is completely within the existing unit.
  - b. Substantially increase the congestion of the public streets.
  - 1. There will not be any increase in congestion.
  - c. Increase the danger of fire.
  - 1. The building will comply with the Village fire code.
  - d. Impair natural drainage or create drainage problems on adjacent property.
  - 1. The addition is being constructed over an existing concrete foot print and there is not additional storm water discharge.
  - e. Endanger the public safety.
    - 1. The use is consistent with the existing building and first floor windows are provide adequate egress.
  - f. Substantially diminish or impair property values within the neighborhood.
    - 1 The addition is fully accessible from Oak Park Avenue and contributes to the value of the Oak Park Avenue corridor adjacent to train station.
- I. The structure will be constructed of similar architectural materials as the existing Park Oaks Commercial Condominium building.

#### SUPPLEMENT TO FILING FOR VARIARTION

#### 17322 (17318 Building)

Legacy Code (pg.87)

#### **D.** Approval Standards

In addition to any other specific standards set forth herein the Plan Commission shall not recommend a Special Use, variance, appeal, or map amendment from the regulations of this ordinance unless it shall have made findings of fact, based upon evidence presented to it, in each specific case that:

a. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of this ordinance;

Reply: The Village Plan Commission conducted public hearings on October 18, 2001, and unanimously approved the construction of the multi-story building at 17322(173a8, Oak Park Avenue, "Tinley Park, Purpose and Intent."

Reply: The proposed addition is consistent with the architecture of the building that was approved by the Village Board.

Reply: The addition is single story but otherwise fully satisfies the Legacy Plan.

b. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties;

Reply: The visual appearance of the addition, like the existing building is compatible with the first-floor retail stores that were approved as part of the Mixed-Use Building.

Reply: The Plan Commission agreed that the foot print that is the limited common element was suitable for retail uses.

c. Any improvement meets the architectural standards set forth in the Legacy Code.

Reply: The proposed improvement is simply a continuation of the existing buildings architectural appearance, with the exception that it is single story. The look of the addition will blend in with the architectural design.

d. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.

Reply: The proposed addition will add more financial growth.

James Vroegh s/

March 6, 2019



STATE STORY SHALL HAVE A SHOLE C SHOLE

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NOTES:

EROSION CONTROL TO BE APPLIED PER THE ILLINOIS URBAN MANUAL, LATEST EDITION.

CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION TO DETERMINE IF ANY CONFLICTS EXIST,

THE DESIGN ENGINEER MUST BE NOTIFIED PRIOR TO START OF CONSTRUCTION FOR UNDERGROUND UTILITY LOCATIONS AND PRIOR TO ANY CONSTRUCTION, CONTACT J.U.L.I.E., TOLL FREE 1-800-892-0123.

EXISTING TOPOGRAPHIC SURVEY PREPARED BY DESIGNTEK ENGINEERING, INC. (708) 326-4961. FIELD WORK WAS COMPLETED ON JUNE 14, 2019.

<u>OWNER:</u> JIM VROEGH (708) 269-8059

### BENCHMARKS

INITIAL BENCHMARK: NGS CONTROL POINT ME1944. ELEVATION: 696.88 (NAVD 88)

SITE BENCHMARK: SOUTHEAST FLANGE BOLT ON FIRE HYDRANT LOCATED IN THE PARKING LOT ON THE WEST SIDE OF ADDRESS 17322 S. OAK PARK AVENUE, AS SHOWN HEREON. ELEVATION: 702.69

**Catch-All** - is an inlet and catch basin filtration device designed to significantly reduce the ingress of sediment into stormwater systems, and thereby, improve water quality. Designs are available for a custom fit in virtually any drainage structure or casting.



Helps to prevent sedimentation of lakes, rivers, and streams Custom fitted to virtually any drainage structure or

casting

Rugged, reusable, welded steel frames

Durable, replaceable, reinforced sediment bags Standard overflow feature - No ponding during heavy storms

An average acre under construction delivers 30 tons of sediment per year to downstream waterways. Construction sites have very high delivery rates compared to other sources. Storm sewers provide an excellent vehicle for this sediment. Typically, over 50% to nearly 100% of the soil eroded from a construction site is delivered to a lake or stream. One of the best ways to prevent this sediment from polluting our lakes and streams is to prevent it from entering the storm sewer system at inlets and catch basins. Catch-All Inlet Protectors were first introduced in 1998. Since then, they have prevented thousands of tons of sediment from reaching our nation's waterways.





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CALL 1-800-892-0123 or 811 AT LEAST 48 HOURS (2 WORKING DAYS) BEFORE YOU DIG WWW.ILLINOIS1CALL.COM

DESIGNTEK ENGINEERING, INC. Consulting, Civil Engineering & Land Surveying 9930 W. 190th Street, Suite L Mokena, Illinois 60448 (708) 326-4961 Fax: (708) 326-4962 IL Prof. Lic. No: 184-003740		
	REVISIO	N
PARKS OAK COMM. CONDO 17322 S. OAK PARK AVENUE TINLEY PARK, ILLINOIS		
DETAILED GRADING PLAN		
DRAWN NSM	CHECKED SDS	PROJECT NO. 19-0559
DATE: C	6-21-19	SHEET 2
SCALE: 1" = 10'		OF 2

# **VROEGH FAMILY** EYECARE **ADDITION & ALTERATIONS 17322 OAK PARK AVE.** TINLEY PARK, IL 60477

# **ABBREVIATIONS**

AB	ANCHOR BOLT
AD	AREA DRAIN
ADDL	ADDITIONAL
ADJ	ADJUSTABLE
AFF	ABOVE FINISHED FLOOR
	ALOMINOM
APPROX	APPROXIMATELY
ARCH	ARCHITECTURAL
BD	BOARD
BLDG	BLOCK. BLOCKING
BM	BENCH MARK
BOT	BOTTOM
BRG	BEARING
BSMI	BASEMENI DUNIT UD DOOEINO
CAR	CARINET
CAR	CARPET
СВ	CATCH BASIN
CJ	CONTROL JOINT
CL	CENTER LINE
	CLILING CLEAR
CMT	CERAMIC MOSAIC TILE
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT
COL	COLUMN
	CONCRETE
CP	CEMENT PLASTER
CT	CERAMIC TILE
CU	CUBIC
DEMO	DEMOLITION
DET	DETAIL
DIA	DIAMETER
DIM	DRINKING FOUNTAIN
DN	DOWN
DS	DOWNSPOUT
DWG	
EA FF	EACH FACE
EL	ELEVATION
ELEC	ELECTRIC
EP	EPOXY PAINT
FWC	FLECTRIC WATER COOLER
EXIST	EXISTING
EXP	EXPANSION
EXP JT	EXPANSION JOINT
EW	EACH WAT
FDN	FOUNDATION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FEC FHC FLR	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR
FEC FHC FLR FS	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE
FHC FHC FLR FS FT	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET
FLC FHC FLR FS FT FTG	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING
FLC FHC FLR FS FT FTG	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING
FEC FHC FLR FS FT FTG GA GALV	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED
FEC FHC FLR FS FT FTG GA GALV GB	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD
FEC FHC FLR FS FT FTG GA GALV GB GL	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS
FEC FHC FLR FS FT FTG GA GALV GB GL GMU CST	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT CLAZED STRUCTURAL THE
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST GP	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST GP GR	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE
FEC FHC FLR FS FT FTG GA GALV GB GL GB GL GST GP GR HC	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE
FEC FHC FLR FS FT FTG GA GALV GB GL GB GL GST GP GR HC HDCP	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST GP GR HC HDCP HDWD	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST GP GR HC HDCP HDWD HM HOR7	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL HORIZONTAI
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST GP GR HC HDCP HDWD HM HORZ HP	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL HORIZONTAL HIGH POINT
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST GP GR HC HDCP HDWD HM HORZ HP HR	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL HORIZONTAL HIGH POINT HOUR
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST GP GR HC HDCP HDWD HM HORZ HP HR HT	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL HORIZONTAL HIGH POINT HOUR HEIGHT
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST GP GR HDCP HDWD HM HORZ HP HR HT HTG HVAC	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL HORIZONTAL HIGH POINT HOUR HEIGHT HEATING HEATING / VENTILATION /
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST GP GR HC HDCP HDWD HM HORZ HP HR HT HTG HVAC	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL HORIZONTAL HIGH POINT HOUR HEIGHT HEATING HEATING / VENTILATION / AIR CONDITIONING

ID	INSIDE DIMENSION
INCL	
INSUL	INSULATION
JT	JOINT
KDHM	KNOCK DOWN HOLLOW META
LAM	LAMINATE
LIN	LINFAR
11	
LP	LOW POINT
LTWT	LIGHT WEIGHT
MAX	MAXIMUM
MC	MINERAL CORE
MECH	ΜΕΓΗΔΝΙΓΔΙ
MEJ	MASUNRY EXPANSION JUINT
MFR	MANUFACTURER
MH	MANHOLE
MIN	MINIMUM
MISC	
MISC	MISCELLANEUUS
MO	MASONRY OPENING
MTD	MOUNTED
NIC	NOT IN CONTRACT
NI WT	NORMAL WEIGHT
NO	
NO	
NOM	NOMINAL
NS	NEAR SIDE
NTS	NOT TO SCALE
00	ON CENTER
00	
UD	OUTSIDE DIAMETER
OPNG	OPENING
OPP	OPPOSITE
PR	PAIR
DI	
PLAM	PLASTIC LAMINATE
PLAS	PLASTER
PLYWD	PLYWOOD
PT	PAINT
FIFKI	PRESSURE IMPREGNATED
	FIRE RETARDANT TREATED
<b>OT</b>	
QI	QUARRY TILE
R	RADIUS
RFINF	REINFORCED. REINFORCING
RD	ROUF DRAIN
RM	ROOM
RO	ROUGH OPENING
50	SOLID CORE
SCHED	SCHEDULE
SEC	SECTION
SGT	STRUCTURAL GLAZED TILE
СНТ	SHEFT
CIM	
SIM	
SM	SHEET METAL
SOG	SLAB ON GRADE
SP	STARTING POINT
SPEC	SPECIFICATIONS
2V CC	
22	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STRUC	STRUCTURAL
21 QC A	STAIN & VARNISH
SUSP	SUSPENDED
T&:B	TOP AND BOTTOM
ТНК	THICK
UNU	UNLESS NUIED OTHERWISE
UL	UNDERWRITERS LABORATORY
VCT	VINYL COMPOSITION TILE
VFNT	VENTILATION
	VERTICAL
	VENTORE
VESI	
	VESTIBULE
VIF	VESTIBULE VERIFY IN FIELD
VIF VOL	VESTIBULE VERIFY IN FIELD VOLUME
VIF VOL VT	VESTIBULE VERIFY IN FIELD VOLUME VINYI TII F
VIF VOL VT	VESTIBULE VERIFY IN FIELD VOLUME VINYL TILE
VIF VOL VT	VESTIBULE VERIFY IN FIELD VOLUME VINYL TILE
VIF VOL VT	VESTIBULE VERIFY IN FIELD VOLUME VINYL TILE WITH
VIF VOL VT W/	VESTIBULE VERIFY IN FIELD VOLUME VINYL TILE WITH WALL COVERING
VIF VOL VT W/ WC	VESTIBULE VERIFY IN FIELD VOLUME VINYL TILE WITH WALL COVERING
VIF VOL VT W/ WC WD	VESTIBULE VERIFY IN FIELD VOLUME VINYL TILE WITH WALL COVERING WOOD
VIF VOL VT W/ WC WD WH	VESTIBULE VERIFY IN FIELD VOLUME VINYL TILE WITH WALL COVERING WOOD WALL HEATER

WWF

WELDED WIRE FABRIC



UNDERBED MATERIAL

# **GENERAL NOTES**

1	DO NOT SCALE DRAWINGS.
2	CONTRACTOR SHALL VERIFY ALL NOTIFY THE ARCHITECT OF AN THE WORK.
3	NOTES WHICH APPLY AT ALL SI REPEATED OR NOT.
4	ALL WORK TO BE PERFORMED CODES REGULATORY AGENCIES, STANDARDS.
5	ALL WORK SHALL BE PERFORMI CONFORM TO THE BEST STANDA
6	ALL PERMITS TO BE BY GENER
7	ALL CONTRACTORS SHALL BE R SHALL IT BE REQUIRED BY VILL

# SHEE'

NO.	SHEET 1
T1	COVER SHEET
T2	SPECIFICATIONS
AD1	DEMOLITION FLOOR & CI
AD2	DEMOLITION ELEVATIONS
A1	FLOOR & FURNITURE PL
A2	ROOF & REFLECTED CEI
A3	EXTERIOR ELEVATIONS
A4	DETAILS, ROOM FINISH A
S0	SPECIFICATIONS
S1	FOUNDATION & FRAMING
M1	HVAC PLAN
P1	PLUMBING PLAN – STOF
FP1	FIRE PROTECTION PLAN
E1	POWER & LIGHTING PLAN
E2	SCHEDULES AND NOTES

MISC METAL LARGE SCALE

Н

STRUCTURAL STEEL MISC METAL SMALL SCALE



DIMENSIONS AND EXISTING CONDITIONS AND SHALL VY DISCREPANCIES PRIOR TO PROCEEDING WITH

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SIMILAR CONDITIONS SHALL GOVERN WHETHER

TO BE IN COMPLIANCE WITH ALL APPLICABLE STATUTES AND RECOGNIZED INDUSTRY

MED IN A TRADESMAN-LIKE MANNER AND SHALL ARD PRACTICES OF THE TRADE INVOLVED.

RAL CONTRACTOR

REQUIRED TO PURCHASE A BUSINESS LICENSE LAGE/CITY.

T	IN	D	E	X

SHEET TITLE

FLOOR & CEILING PLANS ELEVATIONS

URNITURE PLANS FLECTED CEILING PLANS EVATIONS

OM FINISH AND DOOR SCHEDULES

NS & FRAMING PLAN



BUILD	ING CODES
• Zoning • Building	VILLAGE OF TINLEY PARK ZONING ORDINANCE ICC INTERNATIONAL BUILDING CODE 2012 W/AMENDMEN
	ICC INTERNATIONAL MECHANICAL CODE 2012 ICC INTERNATIONAL FUEL GAS CODE 2012 ICC INTERNATIONAL FIRE CODE 2012 W/AMENDMENTS ILLINOIS PLUMBING CODE 2014 EDITION
	ICC INTERNATIONAL ENERGY CONSERVATION CODE 2018 NFPA NATIONAL ELECTRICAL CODE 2011 W/AMENDMENT VILLAGE OF TINLEY PARK BUILDING CODE AMENDMENTS
• ACCESSIBILITY:	AMERICANS WITH DISABILITIES ACT OF 1990

AMERICANS WITH DISABILITIES ACT OF 1990 ILLINOIS ACCESSIBILITY CODE 2018

# **CODE ANALYSIS**

• PIN NUMBER	28-30-30	8-028-000
ZONING CLASSIFICATION		· B
		t
CONSTRUCTION TYPE		IYPE 5t
AUTOMATIC FIRE SUPPRESSION	<u> </u>	NC
ALLOWABLE BUILDING HEIGHT		IN/
ALLOWABLE BUILDING AREA		0.000 50 54
INCREASE for OPEN PERIMETER		9,000 SQ.FU
INCREASE for SPRINKLER	1	1977 8 000 Sa Ft
TOTAL ALLOWABLE S.F./FLOOR		27,000 Sq.Ft
		1 240 Sa Et
		1,249 Sq.10
TOTAL ACTUAL ARFA		1 724 Sa Ft
		1,721 04.10
• OCCUPANT LOAD AND EXIT CAPACITY	COMPARISON OCCUPANT LOAD FXIT (	
ADDITION (1/100)	18	360
> STRUCTURAL FRAME		0 HOU
> BEARING WALLS		
EXTERIOR		0 HOU
INTERIOR		– – 0 HOU
• NON BEARING WALLS & PARTITIONS		
EXTERIOR		0 HOUI
INTERIOR		0 HOU
> FLOOR CONSTRUCTION − -		0 HOU
◦ ROOF CONSTRUCTION		0 HOU
• FIRE WALLS		— – N/
• FIRE BARRIERS		
VERTICAL EXIT ENCLOSURES (STA	RS)	– – N/
EXIT PASSAGEWAY -		– – N/
HORIZONTAL EXIT		– – N/
INCIDENTAL USE AREAS		4 11011
STORAGE ROOMS (OVER 100	SO FT)	I НООІ 1 НОЦІІ
		– – NJ
SHAFTS AND VERTICAL ENCLUSURES		
• FIRE PARTITIONS		
DWELLING UNIT SEPARATIONS		N/
CORRIDOR WALLS		N
COVERING CLASSIFICATION		(
TERIOR FINISH CLA	SSIFICATION	
∘ WALLS & CEILINGS		
VERTICAL EXITS & EXIT PASSAGE	VAYS	N/
EXIT ACCESS CORRIDORS & OTH	R EXITWAYS	(
ROOMS AND ENCLOSED SPACES		(
◦ INTERIOR FLOORS		– – CLASS
<ul> <li>DECORATIONS AND TRIM</li> </ul>		(

NOTE TO BIDDERS:

BIDDERS ARE TO VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS AND SATISFY THEMSELVES AS TO THE NATURE AND SCOPE OF THE WORK. THE BASE BID SHALL REFLECT MODIFICATIONS TO SYSTEMS AND DEVICES REQUIRED BY STATE AND LOCAL CODES WHETHER INDICATED OR NOT ON CONTRACT DOCUMENTS. THE SUBMISSION OF A BID WILL BE EVIDENCE THAT SUCH AN EXAMINATION AND COMPLIANCE WITH GOVERNING CODES/REQUIREMENTS HAS BEEN MADE. LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED, OR FOR DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN FORSEEN HAD AN EXAMINATION AND CODE/REQUIREMENTS REVIEW BEEN MADE WILL NOT BE ALLOWED.



LICENSE EXPIRES 11-30-2020

Image: State of a contract of the contract of t	REVISED FER VILLAGE/OWNER REVIEWS       06.26.19       06.26.19       Velocitie         ISUED FOR PERMIT / BIDDING       02.21.18       02.21.18       Velocitie         ISSUED FOR PERMIT / BIDDING       02.07.18       02.07.18       Velocitie         ISSUED FOR OWNER REVIEW       02.07.18       No.       Revisions / Submissions       Date       No.         Revisions / Submissions       Date       No.       Revisions / Submissions       Date       I.7322 S. OAK PARK       II. 60477
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Date No. Pevisions / Umissions / Date No. Revisions	REVISED PER VILLAGE/OWNER REVIEWS       06.26.19       0         ISSUED FOR PERMIT / BIDDING       02.21.18       0         ISSUED FOR NORER REVIEW       02.07.18       0         ISSUED FOR OWNER REVIEW       02.07.18       Date         Revisions / Submissions       Date       No.         Revisions / Submissions       Date       No.
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No. Submissions / Submissions	REVISED PER VILLAGE/OWNER REVIEWS     06.26.19       ISSUED FOR PERMIT / BIDDING     02.21.18       ISSUED FOR OWNER REVIEW     02.07.18       Revisions / Submissions     Date
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DATE: - PROJECT NO: 2018-015 SCALE: AS NOTED	P 2 DRAWN BY: ENC
SCALE: AS NOTED	DATE: - PROJECT NO:
LINDON NO. NO.	SCALE: AS NOTED

SECTION 01700 - EXECUTION REQUIREMENTS

SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following: 1. Construction layout. 2. Field engineering and surveying.
- 3. General installation of products.
- 4. Progress cleaning.
- 5. Starting and adjusting. 6. Protection of installed construction.
- 7. Correction of the Work.
- B. See Section 01770 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not auaranteed. C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for
- compliance with requirements for installation tolerances and other conditions affecting performance. Record observations. 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers. 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation
- 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed. 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

#### PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings. D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.
- CONSTRUCTION LAYOUT A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Lay out the Work using accepted surveying practices. 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
- 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions. 3. Inform installers of lines and levels to which they must comply.
- 4. Check the location, level and plumb, of every major element as the Work progresses.
- 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
- C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

#### FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations. B. Certified Survey: On completion of major site improvements, and other work requiring field-engineering services, prepare a
- certified survey showing dimensions, locations, angles, and elevations of construction.

INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated. 1. Make vertical work plumb and make horizontal work level. 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for
- replacement. 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that
- expected during normal conditions of occupancy. E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and alianed with other portions of the Work. 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect. 2. Allow for building movement, including thermal expansion and contraction.
- 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints. I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully. 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris. 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80
- 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and
- dispose of legally, according to regulations. B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work. 1. Remove liquid spills promptly.
- 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate. D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not
- recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces. E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion. G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into
- waterways will not be permitted. H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply
- protective covering where required to ensure protection from damage or deterioration at Substantial Completion. I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction
- period. Adjust and lubricate operable components to ensure operability without damaging effects. J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is
- subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. STARTING AND ADJUSTING
- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation. C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

#### PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion B. Comply with manufacturer's written instructions for temperature and relative humidity.
- CORRECTION OF THE WORK A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Section 01731 "Cutting and Patching." 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly
- adjusting operating equipment. B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired. E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

SECTION 01731 - CUTTING AND PATCHING

A. This Section includes procedural requirements for cutting and patching.

- QUALITY ASSURANCE
- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio. B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and
- patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner. WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

#### MATERIALS

A. General: Comply with requirements specified in other Sections. B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible. 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

### EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed. 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
- PREPARATION
- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

#### PFRFORMANCF

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
- 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
- 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
- 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting. 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
- Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation. 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and
- 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform
- 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition. D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils,
- putty, and similar materials.

2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

SECTION 01732 - SELECTIVE DEMOLITION

- SUMMARY A. This Section includes the following:
- 1. Demolition and removal of selected portions of building or structure.
- 2. Salvage of existing items to be reused or recycled.
- DEFINITIONS A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner. C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
- QUALITY ASSURANCE
- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply
- with hauling and disposal regulations of authorities having jurisdiction. C. Standards: Comply with ANSI A10.6 and NFPA 241.
- PROJECT CONDITIONS
- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical. C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
- . Storage or sale of removed items or materials on-site is not permitted. F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- 1. Maintain fire-protection facilities in service during selective demolition operations.
- WARRANTY
- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.
- EXAMINATION A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- . Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged. D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs. G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS
- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
- 1. Arrange to shut off indicated utilities with utility companies.
- 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
- 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

PRFPARATION

- A. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows: 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to
- 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces. 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain
- portable fire-suppression devices during flame-cutting operations. 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on
- supporting walls, floors, or framing. 5. Dispose of demolished items and materials promptly.
- B. Removed and Salvaged Items:
- . Clean salvaged items.
- 2. Pack or crate items after cleaning. Identify contents of containers. 3. Store items in a secure area until delivery to Owner.
- 4. Transport items to Owner's storage area designated by Owner.
- 5. Protect items from damage during transport and storage.
- C. Removed and Reinstalled Items:
- . Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment. 2. Pack or crate items after cleaning and repairing. Identify contents of containers. 3. Protect items from damage during transport and storage.
- 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated. D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.
- When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill. 1. Comply with requirements specified in Division 1 Section "Construction Waste Management."
- B. Burning: Do not burn demolished materials. C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.
- CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

#### SECTION 01770 - CLOSEOUT PROCEDURES

### SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures. 2. Final cleaning.

### COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request. 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the
- Work is not complete. 2. Advise Owner of pending insurance changeover requirements. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- 4. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction
- photographs damage or settlement surveys, property surveys, and similar final record information. 5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's
- name and model number where applicable. 6. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security
- 7. Complete startup testing of systems.
- 8. Submit test/adjust/balance records.
- 9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance. 10. Complete final cleaning requirements.
- 11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Completion. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare the Certificate of Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner, that must be completed or corrected before certificate will be issued. 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or

LIST OF INCOMPLETE ITEMS (PUNCH LIST)

corrected.

A. Preparation: Submit two copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction.

#### WARRANTIES

- A. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual. 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to
  - accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
- 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
- 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- B. Provide additional copies of each warranty to include in operation and maintenance manuals.

#### MATERIAL S

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

### FINAL CLEANING

- A. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
- 1. Complete the following cleaning operations before requesting inspection for certification of Completion for entire Project: a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits. c. Remove tools, construction equipment, machinery, and surplus material from Project site.
- d. Clean exposed interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign
- substances. Restore reflective surfaces to their original condition. e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- Sweep concrete floors broom clean.
- g. Clean transparent materials, including glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish glass, taking care not to scratch surfaces
- h. Remove labels that are not permanent. i. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
- 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances
- k. Replace parts subject to unusual operating conditions.
- I. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure. m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and
- n. Člean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned—out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- B. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

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1/8" = 1'-0"

### **GENERAL DEMOLITION NOTES:**

- 1. BEFORE ANY WORK PERTAINING TO THE INFORMATION CONTAINED ON THIS SHEET AND FOLLOWING DRAWINGS IS COMMENCED EACH CONTRACTOR SHALL VISIT THE JOB SITE AND MAKE THEMSELVES THOROUGHLY FAMILIAR WITH THE EXISTING CONDITIONS.
- 2. ALL HOLES IN WALLS, CEILING OR FLOOR SHALL BE PATCHED TO MATCH EXISTING AND FINISHED TO RECEIVE NEW FINISHES.
- 3. PATCH HOLES IN MASONRY, CONCRETE OR DRYWALL WHICH RESULT FROM THE DEMOLITION.
- 4. VERIFY ALL EXISTING CONDITIONS.
- 5. DURING CONSTRUCTION, APPROPRIATE PROTECTION AND FENCING SHALL BE PROVIDED AROUND THE AREAS OF WORK TO PREVENT THE GENERAL PUBLIC FROM ENTERING THE SITE.
- 6. ROOFING CONTRACTOR TO VERIFY CONDITION OF EXISTING ROOF AROUND NEW PENETRATIONS. REPAIR AS NEEDED.
- 7. EXISTING OUTLETS TO REMAIN ON EXISTING WALLS TO REMAIN, U.N.O.
- 8. REMOVE AND DISPOSE OUTLETS ON WALLS TO BE REMOVED.
- WHERE ELECTRICAL WORK TO BE REMOVED, ALL WIRING AND CONDUIT TO BE REMOVED TO PANEL. REMOVE EXISTING BREAKER.

### **DEMOLITION KEY NOTES:**

- 1 Remove and dispose existing door & frame patch opening as needed
- $\langle 2 \rangle$  remove and dispose exist. Conc. slab
- $\langle 3 \rangle$  remove and relocate existing storefront window assembly
- $\langle 4 \rangle$  EXISTING TO REMAIN NO CHANGES, U.N.O.
- $\overbrace{5}$  Remove and dispose exist. Wall pack light fixture exist. J–box & Wiring to remain for New Lighting
- 6 REMOVE AND RELOCATE EXIST. EXIT/BATTERY LIGHT FIXTURE W/ALL ASSOCIATED ACCESSORIES
- $\overleftarrow{7}$  Modify electrical conduits above wall to allow for New Ductwork & Sprinkler work



### **GENERAL DEMOLITION NOTES:**

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- 6. ROOFING CONTRACTOR TO VERIFY CONDITION OF EXISTING ROOF AROUND NEW PENETRATIONS. REPAIR AS NEEDED.

### **DEMOLITION KEY NOTES:**

- $\langle 1 \rangle$  Existing to remain No changes U.N.O.
- $\langle 2 \rangle$  REMOVE AND RELOCATE EXIST. AWNINGS VERIFY FINAL LOCATIONS W/OWNER
- (3) REMOVE AND RELOCATE EXISTING STOREFRONT/WINDOW ASSEMBLY
- $\langle 4 \rangle$  ex. brick to remain prep as needed for interior finishes
- $\overbrace{5}$  REMOVE AND RELOCATE EXIST. WD PANELING ON NEW FACADES COORDINATE IN FIELD
- $\langle 6 \rangle$  remove and dispose exist. Door and frame

JNT AST. Castel D.H. DMC AST@C Enrique 10368 CE P 224-25 VROEGH FAMILY EYECARE ADDITION & ALTERATIONS 17322 S. OAK PARK ENC -ROJECT NO: 2018-015 AS NOTED AWING NO: AD2

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### 2 **FURNITURE PLAN** 1/8" = 1'-0"



#### NOTES: 1. SPRAY POLYURETHANE FOAM (SPF) TO BE SPRAYED AT ALL DEMISING WALL

- INTERSECTIONS WITH THE FLOOR AND SECOND FLOOR DECKING. 2. SAW CUTTING OF THE SLAB AND OTHER NOISY OPERATIONS MUST BE DONE
- WHEN THE NEIGHBORING TENANTS ARE NOT OPEN FOR BUSINESS.CONTRACTORS SHOULD USE THE REAR DOOR OF THE SPACE TO ENTER AND DELIVER MATERIALS.
- ALL CONTRACTORS SHALL PARK THEIR DUMPSTERS, TRUCKS AND AND CARS BEHIND THE BUILDING.
- 5. THE PROPOSED EXHAUST FAN SHOULD BE PLACED AS FAR AS POSSIBLE
- FROM EXISTING ROOF TOP EQUIPMENT TO AVOID THE TRANSFERENCE OF ODORS FROM MAGIC NAILS TO NEIGHBORING TENANTS.
- 6. ALL WOOD BACKING AND BLOCKING, INCL. PLWD & FRAMING, SHALL BE PRESSURE IMPREGNATED, FIRE RETARDANT TREATED WOOD PER LOCAL CODE

FIRE DEPARTMENT NOTES:

THE NEW SPACE SHALL BE CONNECTED TO A COMMON AUTOMATIC FIRE ALARM AND DETECTION SYSTEM IN FULL CONFORMANCE WITH NFPA 72. ADDITIONALLY, SUBMIT A CERTIFICATION LETTER FROM THE ALARM CONTRACTOR OF RECORD STATING SUCH COMPLIANCE UPON PROJECT COMPLETION. (IBC 907.2.12).

THE STRUCTURE SHALL BE PROVIDED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM WHICH SHALL BE MODIFIED IN FULL CONFORMANCE WITH NFPA 13. SUBMIT THE REQUIRED SHOP DRAWINGS INDICATING SUCH WORK PRIOR TO THE START OF ANY FIRE PROTECTION WORK.

THE MEANS OF EGRESS SHALL BE ILLUMINATED SUCH THAT THE INITIAL ILLUMINATION LEVEL IS AT LEAST AN AVERAGE OF ONE FOOT-CANDLE MEASURED ALONG THE PATH OF TRAVEL AT THE FLOOR LEVEL (IBC 1006.4).

ALL PENETRATIONS IN FIRE RATED ASSEMBLIES SHALL BE PROPERLY SECURED USING A U.L. LISTED SEALANT. ALL EGRESS DOORS SHALL BE READILY OPENABLE FROM THE SIDE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. (IBC 1008.1.8).

ALL HVAC EQUIPMENT OVER 2000 CFM SHALL BE PROVIDED WITH A SMOKE DETECTOR WIRE TO INITIATE UNIT SHUT-DOWN UPON DETECTION OF SMOKE AND SEND SIGNAL TO FACP. ADDITIONALLY, VERIFY ALL CODE REQUIRED CLEARANCES BETWEEN SUCH EQUIPMENT. VERIFY OPERATION OF THE EXISTING DUCT DETECTORS AND CAPABILITY OF UNIT SHUT DOWN.



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# FRAME TYPE

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ACI 531 BUILDING	CODE REQUIREMENTS FOR N	ASONRY STRUCTURES, 1992		CONCRETE EXPOSED TO EARTH #6 THROUGH #18 BARS
2. DESIGN LOADS:		20 PSF		#5 BAR, W31 OR D31 WIRE, AN
ROOF SNOW LOAD:		25 PSF	S,	LABS, WALLS #14 AND #18 BAR
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6. THE GENERAL CONTRAC THE EXISTING CONSTRU	TOR IS RESPONSIBLE FOR V CTION WHICH ARE RELATIVE	ERIFYING THE LOCATION OF ELEMENTS OF TO THE NEW CONSTRUCTION.	1. DES AME	IGN AND CONSTRUCTION OF STR RICAN FOREST AND PAPER ASSC ISTRUCTION (ANSI/AF&PA NDS=1
7. THE GENERAL CONTRAC AS REQUIRED DURING	TOR IS RESPONSIBLE FOR T CONSTRUCTION.	THE SHORING OF ANY EXISTING ELEMENTS	2. QUA	LITY ASSURANCE AND INSPECTIO
8. IF DISCREPANCIES APPL DOCUMENTS AND EXIST	EAR ON THE CONTRACT DOC ING CONDITIONS, THE CONTR	UMENTS, OR BETWEEN THE CONTRACT RACTOR SHALL REQUEST AN INTERPRETATION	3. STR	UCTURAL LUMBER SHALL CONFO
FROM THE ARCHITECT I IT IS PRESUMED THAT SHALL DETERMINE WILL	BEFORE BIDDING. IF THE C BOTH PROVISIONS WERE INC 2H OF THE CONFUCTING PE	ONTRACTOR FAILS TO MAKE SUCH REQUEST, CLUDED IN THE BID AND THE ARCHITECT DUIREMENTS SHALL COVERN THE	<u></u>	SPECIES:
CONTRACTOR SHALL PE ACCORDANCE WITH THE	FRORM THE CONFLICTING REC FRFORM THE WORK AT NO A ARCHITECT'S DETERMINATIO	DDITIONAL COST TO THE OWNER IN N.		GRADE: BENDING, Fb:
ΕΟυνηματίονς				TENSION PARALLEL TO GRAIN, Ft SHEAR PARALLEL TO GRAIN, Fv:
1. ALL SOIL SUPPORTED F	OOTINGS SHALL BE FOUNDED (	IPON UNDISTURBED, NATURAL SOIL SUBGRADE OR		COMPRESSION PERPENDICULAR T COMPESSION PARALLEL TO GRAII MODULUS OF ELASTICITY, E:
ON THOROUGHLY TESTER 3000 PSF AS FIELD VE	D AND APPROVED FILL WITH A RIFIED AND APPROVED BY THE	MINIMUM NET ALLOWABLE BEARING CAPACITY OF OWNER'S SOIL TESTING LABORATORY. THE FOOTING		MAXIMUM IN USE MOISTURE CON
ELEVATIONS AND SOIL E ELEVATIONS AND SOIL E SOIL TESTING LABORATO	BEARING CAPACITIES AS SHOWN BEARING CAPACITIES SHALL BE RY AND REVIEWED BY THE ARC	UN THE DRAWINGS ARE ESTIMATED. FINAL, EXACT FIELD DETERMINED AND VERIFIED BY THE OWNER'S 'HITECT/ENGINEER DURING CONSTRUCTION.	4. <u>LAM</u> SPE	<u>INAIED VENEER LUMBER (LVL)</u> F CIFICATIONS: BENDING Eb:
2. THE SOIL SUBGRADE FO OWNER'S TESTING LABO	OR ALL FOOTINGS AND SLABS S RATORY IMMEDIATELY PRIOR TO	HALL BE INSPECTED AND APPROVED BY THE PLACING CONCRETE.		SHEAR PARALLEL TO GRAIN, Fv: MODULUS OF ELASTICITY, E:
3. ALL FOOTING AND SLAB STANDARD PROCTOR (AS	SUBGRADES, INCLUDING PIT SL STM D698) MAXIMUM DENSITY A	ABS, SHALL BE COMPACTED TO 95 PERCENT OF T OPTIMUM MOISTURE CONTENT, AS REQUIRED.	5. <u>PAR</u> , SPF	<u>ALLEL STRAND LUMBER (PSL)</u> FO
4. ALL ORGANIC AND/OR C BACKFILL AREAS AND BA PROCTOR (ASTM D698)	DTHER UNSUITABLE MATERIALS S ACKFILLED WITH SELECT FILL, C MAXIMUM DENSITY AT OPTIMUM	SHALL BE REMOVED FROM SUBGRADE AND OMPACTED TO 98 PERCENT OF STANDARD MOISTURE CONTENT.		COMPRESSION PARALLEL TO GRA MODULUS OF ELASTICITY, E:
5. DO NOT UNDERMINE EXI	ISTING CONSTRUCTION.	FOUNDATION WALLS	6. THEI	RE SHALL BE NO FIELD CUTTING
7. NO MUD SLABS, FOOTIN	GS OR SLABS SHALL BE PLACE	D ONTO OR AGAINST SUBGRADE CONTAINING FREE	7. ΝΩ	WOOD TREATMENTS OR PRESERV
WATER, FROST OR ICE. 8. THE CONTRACTOR SHALL	PROVIDE ALL NECESSARY MED	SURES TO PREVENT ANY FROST OR ICE FROM	THE	ARCHITECT.
PENETRATING ANY FOOTI SUCH SUBGRADES ARE IS ADDITIONAL SCOPE.	NG OR SLAB SUBGRADE BEFOR FULLY PROTECTED BY THE PER	E AND AFTER PLACING OF CONCRETE UNTIL MANENT BUILDING STRUCTURE. SUCH PROTECTION		
9. THE CONCRETE FOR EAC	CH ISOLATED FOOTING SHALL B	E PLACED IN ONE (1) CONTINUOUS PLACEMENT.		
10. ALL PERIMETER WALL A	ND COLUMN FOOTINGS SHALL E	BEAR A MINIMUM OF 3'-6" BELOW FINISHED GRADE.		
<u>CONCRETE</u> 1. CONCRETE WORK SHALL	. BE IN ACCORDANCE WITH THE	"BUILDING CODE REQUIREMENTS FOR STRUCTURAL		l l
CONCRETE (ACI 318)", 2. UNLESS NOTED OTHERW	LATEST EDITION. /ISE, CONCRETE SHALL BE NOR	MAL WEIGHT CONCRETE AND SHALL DEVELOP		
3000 PSI MINIMUM CON 3. VERTICAL WALL CONSTR	IPRESSIVE STRENGTH IN 28 DA	YS. MED WITH VERTICAL BULKHEADS AND KEYWAYS.		
WALL REINFORCING SHA EQUIVALENT AREA OF R	ALL BE CONTINUOUS THROUGH EINFORCEMENT.	THE JOINT OR SHALL BE DOWELED WITH AN		Γ
<ol> <li>NO SLAB SHALL HAVE</li> <li>THE GENERAL CONTRACT</li> </ol>	COLD JOINTS IN A HORIZONTAL	PLANE. OR COORDINATING THE LOCATION AND PLACEMENT		
OF INSERTS, EMBEDDED RODS. THE INSERTS, E	D PLATES, MASONRY ANCHORS, EMBEDDED PLATES, ETC. SHALL	REGLETS, SLEEVES, DUCTWORK, PADS AND ANCHOR NOT INTERFERE WITH CONCRETE REINFORCEMENT		
6. NO OPENING SHALL BE ARCHITECT.	MADE IN ANY STRUCTURAL ME	MBER WITHOUT THE WRITTEN APPROVAL OF THE		
7. EXPOSED EXTERNAL CO. OTHERWISE.	NCRETE CORNERS SHALL BE CI	HAMFERED 3/4 INCHES, UNLESS SHOWN OR NOTED		
8. SLABS ON GRADE SHAL SHOWN ON PLAN. COI CONTROL JOINTS SHALL TO CONFORM WITH BAY THIRD—BAYS).	L BE PLACED IN ALTERNATE ST NTROL JOINTS SHALL BE CUT W NOT EXCEED 15'—0" INTERVAL SPACING WHENEVER POSSIBLE	TRIPS WITH A MAXIMUM WIDTH OF 60'-0" OR AS WITHIN 24 HOURS AFTER THE CONCRETE HAS SET. S IN EACH DIRECTION, AND SHALL BE LOCATED (I.E. AT COLUMN CENTERLINES, HALF-BAYS, AND		1 TYP. WALL
9. DEPRESSED SLABS SHA <u>REINFORCEMENT</u>	LL MAINTAIN FULL THICKNESS U	INLESS NOTED OTHERWISE.		1
1. UNLESS NOTED OTHERW	USE, REINFORCEMENT SHALL CO	DNFORM TO ASTM SPECIFICATION A615, GRADE 60.		7 CLI
2. CORNER BARS SHALL B	RE PROVIDED AT WALL CORNERS	EQUAL TO THE HORIZONTAL WALL REINFORCEMENT.		
3. ALL CONCRETE FORM PLACED ONE IN EACH	ED SLAB OR WALL OPENING I FACE AT 45 DEGREES TO	S SHALL BE REINFORCED WITH 2 NO. 5 BARS OPENING CORNERS.		

## HALL BE PROVIDED FOR REINFORCEMENT UNLESS NOTED OTHERWISE:

POTECTION FOR REINFO	DRCEMENT	
	MIN. COVER	<u> </u>
	( <i>IN</i> .)	$\rangle$
MANENILY EXPOSED TO EARTH	<u> </u>	
OR WEATHER:	2"	Ç
ND SM411 FR	$\frac{2}{1-1/2"}$	
IEATHER OR IN CONTACT WITH	H GROUND	
IRS	$\frac{1-1/2"}{}$	<b>&gt;</b>
<i>IALLER</i>	3/4"	
CEMENT, TIES, .S	1-1/2"	
FORCEMENT, INCLUDING BAR SUI ING MANUAL (ACI SP-66)", LATI	PPORTS AND SPACERS, SHALL BE IN EST EDITION.	
Y TO SUPPORT REINFORCEMENT BE USED IN ALL EXPOSED COI	AT THE POSITIONS INDICATED. NCRETE WORK.	
SHALL BE AS REQUIRED BY AC METERS.	N 318. UNLESS NOTED OTHERWISE,	
RUCTURAL LUMBER SHALL BE SOCIATION "NATIONAL DESIGN	E IN ACCORDANCE WITH THE SPECIFICATION FOR WOOD	
1991).		
ON OF WOOD CONSTRUCTION	ARE REQUIRED AS DEFINED BY	
ORM TO THE FOLLOWING SPE	CIFICATIONS:	
SPRUCE-PINE NO. 1 / N 875 PSI 450 PSI ': 135 PSI TO GRAIN, Fc(p): 425 PSI AIN, Fc: 1150 PSI 1,400,000	–FIR NO.2 PSI	
FOR USE AS BEAMS SHALL	CONFORM TO THE FOLLOWING	
: 2600 PSI 285 PSI 1,900,000	PSI	
FOR USE AS POSTS SHALL C	CONFORM TO THE FOLLOWING	
PAIN, Fc: 2500 PSI 1,800,000	PSI	
G OF WOOD STRUCTURAL ME DVAL OF THE ARCHITECT.	MBERS FOR THE WORK OF OTHER	$\boldsymbol{\Sigma}$
VATIVES SHALL BE USED WIT	HOUT THE PRIOR APPROVAL OF	$\Delta ( \dots $



## CORNER REINFORCING DETAIL





 $\Lambda$ 

	Enrique Castel ArchiteC 10368 CENTRAL PARK BLVD - HUNTLEY, IL 60142 -	1917-1927-1927 JUNON 1920-1927 J
	VROEGH FAMILY EYECARE ADDITION & ALTERATIONS	17322 S. OAK PARK TINLEY PARK, IL. 60477
		Date
- WWF (INTERRUPT AT JOINT) - 1/8" WIDE x t/4 DEEP SAW JOINT 		No. Revisions / Submissions
	EVIEWS 06.26.1 02.21.1 02.07.1	Date
CONTRACTION JOINT	A A A A A A A A A A A A A A A A A A A	No. Revisions / Submissions





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





- 3. NO SQUARE OR RECTANGULAR HEEL ELBOWS SHALL BE ALLOWED.
- EXCEPT WHERE INDICATED.

## MECHANICAL GENERAL NOTES

ALL WORK PERFORMED AND EQUIPMENT INSTALLED SHALL CONFORM TO ALL APPLICABLE LOCAL ORDINANCES AND CODES.

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ALL NEW DUCTWORK SHALL BE FABRICATED OF PRIME FIRST QUALITY GALVANIZED SHEET METAL. UNLESS NOTED OTHERWISE. GAUGES OF METAL, SPACING, ETC. SHALL CONFORM TO THE LATEST EDITION OF ASHRAE & SMACNA CONSTRUCTION STANDARDS FOR DUCTWORK CONSTRUCTIONS.

ALL FLEXIBLE LOW-PRESSURE DUCTWORK SHALL BE INSULATED AND NOT TO EXCEED 5'-0" IN LENGTH.

CONTRACTOR TO CONFIRM THAT SUPPLY AIR AND RETURN AIR FAN MOTORS EXPOSED TO DUCTED AIR STREAM HAVE TOTALLY ENCLOSED MOTORS.

CONTRACTOR TO CONFIRM THAT MAXIMUM SOUND PRESSURE LEVEL; "A-SCALES LEVELS" AT THE PROPERTY LINE BORDERING RESIDENTIAL AREAS DOES NOT EXCEED 55 DB (A) FOR HVAC EQUIPMENT.

CONTRACTOR TO CONFIRM THAT MAXIMUM SOUND PRESSURE LEVEL; "A-SCALES LEVELS" AT THE PROPERTY LINE BORDERING BUSINESS/COMMERICAL AREAS DOES NOT EXCEED 62 DB (A) FOR HVAC EQUIPMENT.

CONTRACTOR TO CONFIRM THAT D.X. EXPANSION VALVES, DEVICES AND CONNECTIONS ARE NOT LOCATED IN THE AIR STREAM OF AIR CONDITIONING UNITS. THEY SHALL BE MOVED FROM THE AIR STREAM AS REQUIRED.

CONTRACTOR TO CONFIRM THAT A REFRIGERANT RELIEF DISCHARGE PIPE FOR EACH REQUIRED REFRIGERATION SYSTEM HAS BE INSTALLED. THE DISCHARGE PIPE OUTLET SHALL BE A MIINIMUM OF 12'-0" ABOVE THE GROUND, A MINIMUM OF 10'-0" FROM ANY OPENING, 20'-0" FROM ANY FIRE ESCAPE AND MUST DISCHARGE THROUGH A TURNED DOWN ELBOW. CONTRACTOR TO MAKE ANY CHANGES AS NECESSARY.

THE MECHANICAL CONTRACTOR TO CONFIRM THAT A SAFETY RELIEF VALVE DESIGNED TO RELIEVE AND/OR PREVENT THE BUILD-UP OF EXCESSIVE REFRIGERANT PRESSURE WITHIN EACH DIRECT EXPANSION SYSTEM THAT HAS BEEN INSTALLED. THE PRESSURE RELIEF DEVICE IS TO BE SET AT 400 PSI AND MUST BE INSTALLED ON THE HIGH PRESSURE SIDE AT THE DISCHARGE OF THE COMPRESSOR WITHOUT ANY INTERVENING VALVES AND UPSTREAM OF THE COMPRESSOR SHUT-OFF (STOP) VALVE. CONTRACTOR TO MAKE CHANGES AS REQUIRED.

ALL EQUIPMENT SHALL HAVE TOTALLY ENCLOSED MOTORS AND BE RATED TO OPERATE IN LOCAL CODE PLENUM CEILINGS, AS REQUIRED.

TRANSFER DUCTS NOT TO EXCEED 5' IN LENGTH CONTRACTOR SHALL MOUNT AND CONNECT EACH ITEM OF EQUIPMENT IN STRICT ACCORDANCE WITH THE EQUIPMENT MANUFACTURER'S RECOMMENDATIONS.

LOCATION OF EQUIPMENT, PIPING, AND OTHER MECHANICAL WORK IS INDICATED DIAGRAMMATICALLY BY THE DRAWINGS. DETERMINE EXACT LOCATIONS ON THE JOB SITE, SUBJECT TO STRUCTURAL CONDITIONS, WORK OF OTHER CONTRACTORS, AND THE COMMUNICATIONS SWITCH EQUIPMENT. CONTRACTOR SHALL, AFTER INSTALLATION AND AT START-UP, THOROUGHLY CHECK EACH ITEM OF EQUIPMENT FOR VIBRATION TRANSMISSION TO THE STRUCTURE OR EXCESSIVE NOISE. IF EITHER

OCCURS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NECESSARY CORRECTIONS WHEREVER PIPES, CONDUITS OR OTHER ITEMS PASS THROUGH FIRE RATED WALLS AND FLOORS, THE CONTRACTOR SHALL ADEQUATELY FIRE STOP THE SPACE BETWEEN THE ITEMS AND THE MASONRY OR THE SPACE BETWEEN THE ITEM AND SLEEVE. FIRE STOP SHALL BE A

NON-COMBUSTIBLE, NON-MELTING, AND APPROVED FOR SUCH PURPOSE TO BE USED AS PER LOCAL CODES.

ALL OPENINGS IN WALLS, CEILINGS AND FLOORS RESULTING FROM DEMOLITION OR CONSTRUCTION SHALL BE CLOSED AND FINISHED TO MATCH THE SURROUNDING AREAS BY THE GENERAL CONTRACTOR. THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING LOCATIONS.

MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF MECHANICAL EQUIPMENT'S ELECTRICAL REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR. CONTRACTOR ORIGINATED MODIFICATIONS TO THE MECHANICAL EQUIPMENT'S ELECTRICAL INSTALLATION, DUE TO DEVIATIONS FROM THE MECHANICAL EQUIPMENT'S "BASIS OF DESIGN" OR "PROTOTYPE" ELECTRICAL DATA, SHALL

BE AT A COST TO THE MECHANICAL CONTRACTOR. RUN ALL PIPING MAINS TIGHT TO THE UNDERSIDE OF STRUCTURE ABOVE AND COORDINATE ROUTING w/OTHER TRADES, EXISTING CONDITIONS, AND THE COMMUNICATIONS SWITCH EQUIPMENT.

CONTRACTOR SHALL PROVIDE EXTERNAL TRAPS FOR CONDENSATE DRAIN LINES FOR ALL AC UNITS. ALL INDOOR A/C UNITS SHALL BE FACTORY WIRED FOR SINGLE SOURCE POWER CONNECTION. UNITS

SHALL BE FUSED AS REQUIRED BY EQUIPMENT MANUFACTURER. IF APPLICABLE ANY CHANGES TO DUCT DUE TO FIELD CONDITIONS SHALL BE MADE ONLY IF THE DUCT SIZE FREE AREA IS MAINTAINED AND SHALL BE SUBMITTED TO ENGINEER FOR APPROVAL.

PROVIDE TURNING VANES IN ALL MITERED ELBOWS 30° OR GREATER.

CONNECT ALL DUCTWORK TO EQUIPMENT WITH FLEXIBLE CONNECTIONS.

INSULATION OF PIPING PASSING THROUGH NON-RATED WALLS SHALL BE CONTINUOUS THROUGH THE WALL PENETRATION.

CONTRACTOR SHALL BRACE DUCTWORK (AS REQUIRED) AT ALL FLEXIBLE CONNECTIONS TO ENSURE THAT DUCTWORK IS IN ALIGNMENT.

CONTRACTOR SHALL FURNISH AND INSTALL ALL DUCT HANGERS AND SUPPORTS IN ACCORDANCE WITH SECTION IV OF "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE" AS PUBLISHED BY SMACNA, LATEST EDITION.

PROVIDE FIRE DAMPERS IN 2 HOUR OR GREATER FIRE WALLS. LINKAGE SHALL BE 165°F TYPE. PROVIDE BALANCE DAMPERS AT BRANCH DUCTS.

MECHANICAL CONTRACTOR SHALL COORDINATE DUCTWORK AND PIPING LAYOUTS WITH ACTUAL STRUCTURE ARRANGEMENTS. PROPOSED DUCTWORK AND PIPING LAYOUT DRAWINGS SHALL BE SUBMITTED TO THE MECHANICAL ENGINEER BEFORE FABRICATION OR ORDERING ANY MECHANICAL EQUIPMENT.

ALL DUCTWORK TO BE CONSTRUCTED OF GALVANIZED SHEET METAL AS PER SMACNA STANDARDS AND IN COMPLIANCE WITH CURRENT MECHANICAL CODE AS ENACTED BY LOCAL AUTHORITY. CONTRACTOR SHALL ROUTE ALL PIPING & DUCTWORK TO COORDINATE W/ ELECTRICAL EQUIPMENT NATIONAL ELECTRICAL CODE CLEARANCE REQUIREMENTS - COORDINATE W/ ELECTRICAL CONTRACTOR.

TEMPERATURE CONTROL WORK DONE BY CONTROL CONTRACTOR

PROVIDE TEMPORARY FILTERS FOR ALL HVAC UNITS AND REPLACE ALL FILTERS AT JOB COMPLETION WITH 1 EXTRA SET PER UNIT

ALL EQUIPMENT THAT IS PREPURCHASED BY A.C.B. SHALL BE RESPONSIBILITY OF INSTALLING CONTRACTOR. CONTRACTOR SHALL RECEIVE, INSTALL AND PROVIDE NECESSARY VALVES, SUPPORTS AND CONNECTIONS TO THE EQUIPMENT

THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS. ALL FEES TO BE INCLUDED IN CONTRACT PRICE.

ALL DUCTWORK MAINS AND BRANCHES TO BE INSTALLED IN ATTICE SPACE BETWEEN TRUSES ALL DUCTWORK IN ATTIC SPACE TO BE LINED WITH 1" THICK INSULATION

DUCT SMOKE DETECTORS FOR HVAC EQUIPMENT OVER 2000 CFM ARE REQUIRED TO BE CONNECTED TO THE FIRE ALARM CONTROL PANEL, 24 VOLT POWERED THROUGH THE FIRE ALARM PANEL

## PLUMBING SYMBOL LIST

SYMBOL	DESCRIPTION			
SAN —	PVC SCHEDULE #40 SANITARY SEWER – UNDERGROUND			
GR	PVC SCHEDULE #40 GREASE SEWER – UNDERGROUND			
ST	PVC SCHEDULE #40 STORM SEWER - UNDERGROUND			
	PVC SCHEDULE #40 SANITARY SEWER – SUSPENDED			
ST	PVC SCHEDULE #40 STORM SEWER - SUSPENDED			
= $=$ SAN $=$ $=$	EXISTING SANITARY SEWER			
= = st = =	EXISTING STORM SEWER			
— — W— —	EXISTING WATER LINE			
	HEAVY DUTY PERFORATED FOUNDATION DRAIN TILE			
	COLD WATER PIPING – COPPER TYPE 'K' OR GALVANIZED SCHEDULE #40			
	HOT WATER PIPING – COPPER TYPE 'K' OR GALVANIZED SCHEDULE #40			
	HOT WATER RETURN PIPING – COPPER TYPE 'K' OR GALVANIZED SCHEDULE #40			
— — V— —	vent piping – galvanized schedule #40 as specified			
_)))	VCP-700 OR R.C.P. AS SPECIFIED			
X	SHUT-OFF VALVE			
I	UNION			
<b>_</b> /	FREEZEPROOF HOSE BIBB - FHB			
$- \leftarrow$	VENT INCREASER THROUGH ROOF - VTR			
•/-	COLD WATER SUPPLY – COPPER TYPE 'K' OR GALVANIZED SCHEDULE #40			
•//_	HOT WATER SUPPLY – COPPER TYPE 'K' OR GALVANIZED SCHEDULE #40			
]	AIR CHAMBER – 12" MINIMUM			
l	HORIZONTAL CLEANOUT			
BT	BATHTUB			
СВ	CATCH BASIN – 48" MINIMUM WITH EXTRA HEAVY CAST IRON COVER			
CI	CAST IRON			
CO	CLEAN OUT – WALL OR FLOOR AS SPECIFIED			
DF	DRINKING FOUNTAIN			
DS	DOWNSPOUT			
EWC	ELECTRIC WATER COOLER			
FCO	FLOOR CLEAN OUT			
FD	FLOOR DRAIN			
FH	FIRE HYDRANT			
FHB	FREEZE-PROOF HOSE BIB			
LAV	LAVATORY			
MH	MANHOLE – PREFABRICATED 48" MINIMUM WITH HEAVY DUTY CAST IRON COVER			
MSB	MOP SERVICE BASIN			
OW	OPEN WASTE			
PVC	POLYVINYLCHLORIDE			
RCP	REINFORCED CONCRETE PIPE			
RD	ROOF DRAIN			
R.O.	ROD OUT			
SHR	SHOWER			
SK	SINK			
UR	URINAL			
VCP	VITRIFIED CLAY PIPE			
VTR	VENT THROUGH ROOF			
WF	WASH FOUNTAIN			
WC	WATER CLOSET			
WCO	WALL CLEAN OUT			

ROOF DRAIN – SEE FLOOR PLANS & SPECIFICATIONS

24" SQUARE #14 GAUGE GALV. STEEL SUMP PAN



PIPING SHALL BE ARRANGED SO AS TO APPLY NO STRESS ON ROOF DECK OR SUMP PAN. PROVIDE ADDITIONAL SUPPORT STEEL IF REQUIRED.



1 PLUMBING PLAN - STORM 1/4" = 1'-0"





## **GENERAL PLUMBING NOTES**

IT IS THE INTENT OF THESE DRAWINGS AND ATTACHED ARCHITECTURAL AND PLUMBING SPECIFICATIONS THAT THE PLUMBING CONTRACTOR SHALL PROVIDE, DELIVER AND INSTALL ALL NEW PLUMBING SYSTEMS, SANITARY, STORM, HOT AND COLD WATER DISTRIBUTION PIPING, WITH ALL ACCESSORIES, PLUMBING FIXTURES AND EQUIPMENT, SPECIALTIES, MATERIALS, TOOLS AND EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION OF ALL PLUMBING SYSTEMS. GUARANTEE AND SERVICE.

THE GENERAL CONDITIONS, LATEST A.I.A EDITION, SUPPLEMENTARY GENERAL CONDITIONS AND SPECIFICATIONS ARE A PART OF THIS CONTRACT.

OSHA RULES, REGULATIONS AND REQUIREMENTS ARE A PART OF THIS CONTRACT. PLUMBING CONTRACTOR SHALL FOLLOW THEM ALONG WITH STATE AND LOCAL REQUIREMENTS FOR THE SAFETY OF WORKERS ON THE JOB AND PASSERS-BY.

ALL WORK SHALL BE EXECUTED IN STRICT ACCORDANCE WITH FEDERAL, STATE AND LOCAL CODES, ACCEPTED BY THE ARCHITECT AND LEFT IN PERFECT OPERATING CONDITION.

PROVIDE ALL NECESSARY LIABILITY INSURANCE POLICIES AS REQUIRED BY THE ARCHITECTURAL SPECIFICATIONS. THIS CONTRACTOR SHALL KEEP THE ARCHITECT, ENGINEER, THEIR CONSULTANTS AND THE OWNER OF THE PROJECT HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, OF ANY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY'S EXPENSES AND FEES, WHERE CLAIMS ARE FILED BY THEIR OWN EMPLOYEES OR ANY SUB-SUB-CONTRACTOR HIRED BY THIS CONTRACTOR AND/OR THEIR EMPLOYEES. THIS INDEMNITY SHALL ALSO APPLY TO ANY CLAIMS FILED BY OTHERS BECAUSE OF WORK DONE BY THIS CONTRACTOR.

THIS CONTRACTOR SHALL BE RESPONSIBLE TO INSTALL ALL ITEMS SPECIFIED USING CONSTRUCTION METHODS THAT WILL PROTECT PROPERTY AT ALL TIMES AND PREVENT BODILY INJURY AND/OR DEATH. SPECIAL ATTENTION AND PRE-CAUTION SHALL BE PAID BY THE CONTRACTOR IN SELECTING THE SAFEST METHODS OR MEANS FOR THE INSTALLATION.

THIS ARCHITECT/ENGINEER HAS NO CONTRACTUAL DUTY TO CONTROL THE SAFEST METHODS OR MEANS OF THE WORK, JOB SITE RESPONSIBILITIES, SUPERVISION OR TO SUPERVISE SAFETY AND DOES NOT VOLUNTARILY ASSUME ANY SUCH DUTY OR RESPONSIBILITY.

OMISSIONS FROM THE ARCHITECT'S DRAWINGS OR SPECIFICATIONS OF ANY ITEM NECESSARY FOR THE PROPER COMPLETION OR OPERATION OF THE WORK OR TO REQUIRED BY THE CODE SHALL NOT RELIEVE THE CONTRACTOR FROM FURNISHING SAME WITHOUT ANY ADDITIONAL COST TO THE OWNER. WHERE TWO DIFFERENT PIPE OR EQUIPMENT SIZES ARE SPECIFIED ON DRAWINGS THE LARGER SIZE SHALL BE USED.

PLUMBING CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO SUBMITTING HIS FINAL BID. IF THERE IS ANY DISCREPANCY, NOTIFY THE ARCHITECT AT ONCE.

OBTAIN AND PAY ALL FEES AND PERMITS TO ALL PRIVATE AND PUBLIC AGENCIES HAVING JURISDICTION OVER THE PROJECT, PRIOR TO ORDERING, MANUFACTURING, PURCHASING OR INSTALLING ANY EQUIPMENT, FIXTURE OR SYSTEM.

SUBMIT AND OBTAIN A REVIEW FROM THE ARCHITECT PRIOR TO ORDERING, MANUFACTURING, PURCHASING OR INSTALLING ANY EQUIPMENT, FIXTURE OR SYSTEM.

CONSULT AND CHECK AT ALL TIMES THE LATEST ARCHITECTURAL, MECHANICAL, ELECTRICAL AND EQUIPMENT DRAWINGS, WHICH ARE A PART OF THIS CONTRACT, FOR EXACT LOCATION OF EACH PLUMBING FIXTURE, EQUIPMENT, PIPING, DRAIN AND WATER REQUIREMENTS. COORDINATE WITH OTHER TRADES. RELOCATE ANY PORTION OF PIPING DUE TO DUCTWORK, ARCHITECTURAL REVISIONS, FIELD CONDITIONS OR ANY OTHER INTERFERENCES AT NO ADDITIONAL COST TO THE OWNER.

ALL EXCAVATING, BACKFILLING AND RESTORATION OF ALL DISTURBED SURFACES TO THEIR ORIGINAL CONDITION FOR THE ENTIRE PLUMBING INSTALLATION SHALL BE PROVIDED BY PLUMBING CONTRACTOR.

INSTALL APPROVED TYPE BACKFLOW PREVENTERS AT EACH WATER SERVICE TO SATISFY STATE & LOCAL WATER DEPARTMENT'S REQUIREMENTS.

INSTALL REMOTE WATER METER READER AS REQUIRED BY LOCAL JURISDICTION WATER DEPARTMENT.

PROVIDE ACCESSIBLE SHUT-OFF VALVES FOR EVERY PLUMBING FIXTURE, PIECE OF EQUIPMENT AND BRANCH-OFF PIPING. VALVES SHALL BE OF THE SAME MAKE FOR THE ENTIRE PLUMBING INSTALLATION, EXCEPT AS SPECIFIED OTHERWISE.

INSTALL A P-TRAP ON EACH FIXTURE OR PIECE OF EQUIPMENT NOT HAVING AN INTEGRAL PART OF SAME INTO SEWER SYSTEM.

WATER PIPING SHALL BE COPPER OR GALVANIZED STEEL SCHEDULE #40 FOR ABOVE GROUND INSTALLATION AND COPPER OR CAST IRON FOR UNDERGROUND INSTALLATION. USE THE SAME MATERIAL FOR ENTIRE INSTALLATION. DISSIMILAR PIPING MATERIAL SHALL NOT BE ACCEPTABLE, RUN COLD AND HOT WATER PIPING ABOVE CEILING AND DROP DOWN INTO WALL EXCEPT AS SPECIFIED OTHERWISE OR REQUIRED DUE TO FIELD CONDITIONS.

COVER ALL COLD WATER PIPING AND STORM SEWERS WITH 1" THICK INSULATION AND VAPOR BARRIER. COVER ALL HOT WATER PIPING WITH 1" THICK INSULATION AND 4 OZ. JACKET. APPLY MANUFACTURER'S RECOMMENDATIONS.

BEFORE PLACING WATER SYSTEMS IN OPERATION, CHLORINATE ENTIRE WATER SYSTEMS IN STRICT ACCORDANCE WITH FEDERAL, STATE, LOCAL AND AWWA REQUIREMENTS AND PROVIDE CERTIFICATION OF COMPLIANCE TO THE ARCHITECT.

ALL HANGERS, RODS, SUPPORTS, SUPPLIES, UNISTRUTS, P-TRAPS, STOPS, VALVES, CLAMPS, CONCRETE BASES, SLEEVES AND MISCELLANEOUS ITEMS SHALL BE FURNISHED AND INSTALLED BY PLUMBING CONTRACTOR AS REQUIRED IN FIELD.

SANITARY AND STORM SEWER PIPING INSIDE OF BUILDING SHALL BE SERVICE DUTY CAST IRON AND VCP-700 OUTSIDE OF BUILDING. VENT PIPING SHALL BE GALVANIZED SCHEDULE #40. VENT ALL FLOOR DRAINS LOCATED MORE THAN 5'-0" FROM A VENTED FIXTURE. ALL PIPING PASSING THROUGH 1 HOUR OR MORE FIRE OR SMOKE BARRIER RATED WALLS SHALL BE CAULKED SMOKE-TIGHT WITH NON-COMBUSTIBLE MATERIAL. FIBERGLASS SHALL NOT BE ACCEPTABLE.

PIPING INSULATION, COVERING, VAPOR BARRIER AND ADHESIVES SHALL HAVE A FLAME SPREAD RATING NOT MORE THAN 20 AND A SMOKE DEVELOPED RATING NOT MORE THAN 40. ARMAFLEX AND CANVAS COVERING SHALL NOT BE ACCEPTABLE.

CHECK THE LATEST EQUIPMENT SHOP DRAWINGS FOR ACTUAL REQUIREMENTS AND THE EXACT LOCATION OF EACH FIXTURE AND PIECE OF EQUIPMENT. PROVIDE VACUUM BREAKERS ON ALL HOSE BIBB CONNECTIONS AND ANTI-SCALDING VALVES FOR HOT WATER SUPPLY. ALL

PLUMBING WORK SHOWN INSIDE AND OUTSIDE OF THE PROPERTY LINES IS TO BE PERFORMED BY THE PLUMBING CONTRACTOR.

INSTALL INSULATING COUPLINGS ON ALL PLUMBING PIPING CONNECTIONS TO PREVENT CORROSION AND ELECTROLYSIS OR GALVANIC ACTION FROM DISSIMILAR METAL CONNECTIONS.

OWNER SHALL CHECK AND VERIFY THE QUALITY OF WATER AND SHALL PROVIDE PROPER WATER TREATMENT.

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AS NOTED

ROJECT NO: 2018-015 ROOF STRUCTURE AS CONDITIONS AND CODE ALLOWS. CONTRACTOR TO FIELD VERIFY EXISTING PIPE SIZE, PIPE









NOTE: FIRE EXTINGUISHERS NEED TO BE INSTALLED PER NFPA 10 2000, AND MEET ADA REQUIREMENTS FOR MOUNTING HEIGHT. FOR THE SHELL BUILDING, ONE EXTINGUISHER RATED A MINIMUM OF 2A SHALL BE REQUIRED FOR EVERY 6000 SQUARE FEET WITH A MAXIMUM OF 75 FEET OF TRAVEL. DURING TENANT BUILD OUTS A MINIMUM OF ONE EXTINGUISHER NEEDS TO BE PRESENT IN EACH SPACE

## LEGEND

- SPRINKLER HEAD
- EXISTING SPRINKLER HEAD
- O FIRE EXTINGUISHER



1 LIGHTING PLAN





2 **POWER PLAN** 1/4" = 1'-0"



# ELECTRICAL SPECIFICATIONS

#### BASIC ELECTRICAL REQUIREMENTS A. GENERAL CONDITIONS

- 1. DRAWINGS AND GENERAL PROVISIONS OF CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND ALL OTHER SPECIFICATION SECTIONS, ARE A PART OF THIS CONTRACT.
- 2. THE CONTRACTOR FOR THIS WORK IS REQUIRED TO READ THE ENTIRE SPECIFICATION AND REVIEW DRAWINGS FOR ALL OTHER TRADES.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING HIS SUBCONTRACTORS WITH A FULL SET OF BID DOCUMENTS INCLUDING SPECIFICATIONS AND MUST COORDINATE HIS WORK AND INSPECTIONS AND THE WORK AND INSPECTION OF HIS SUBCONTRACTORS WITH ALL OTHER TRADES ON SITE TO CONFORM WITH THE GENERAL CONTRACTOR'S TIME SCHEDULE.
- 4. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING HIS BID TO DETERMINE CONDITIONS AFFECTING THE WORK. BIDS SHALL SERVE AS EVIDENCE OF KNOWLEDGE OF EXISTING CONDITIONS AND ANY MODIFICATIONS WHICH ARE REQUIRED TO MEET THE INTENT OF THE DRAWINGS AND SPECIFICATIONS. FAILURE TO VISIT THE SITE DOES NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY IN PERFORMANCE OF WORK.
- 5. WHEN USED, THE TERM "PROVIDED BY CONTRACTOR" SHALL BE INTERPRETED AS MEANING "FURNISHED AND INSTALLED BY CONTRACTOR" WITH THE EXCEPTION WHERE ITEMS ARE "PROVIDED BY TENANT" SHALL BE INTERPRETED AS MEANING "FURNISHED BY TENANT" (INSTALLED BY CONTRACTOR), EXCEPT WHERE NOTED OTHERWISE.
- B. GENERAL REQUIREMENTS
- 1. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, SERVICES, TOOLS, TRANSPORTATION, INCIDENTALS AND DETAILS NECESSARY TO PROVIDE A COMPLETE AND FULLY FUNCTIONABLE ELECTRICAL SYSTEMS AS SHOWN ON THE DRAWINGS, CALLED FOR IN THE SPECIFICATIONS, AND AS REQUIRED BY JOB CONDITIONS. ALL WORK NOT SPECIFICALLY NOTED AS BEING BY THE LANDLORD OR POWER COMPANY SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR. CLOSELY COORDINATE THE ENTIRE INSTALLATION WITH LANDLORD AND/OR POWER COMPANY AS REQUIRED. PROVIDE EQUIPMENT THAT IS 2. ALL KNOCKOUT BOXES, UPON WHICH LIGHTING FIXTURES ARE TO BE RATED FOR AVAILABLE FAULT CURRENT LEVELS. PROVIDE "CABLE LIMITERS" IF NECESSARY TO LIMIT FAULT CURRENT. FIELD VERIFY THE EXACT TYPE, SIZE, LOCATION, REQUIREMENTS, ETC. OF EXISTING POWER AND TELEPHONE FACILITIES PRIOR TO SUBMISSION OF BID.
- UNLESS SPECIFICALLY NOTED OTHERWISE, MATERIALS, PRODUCTS, AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW, UNDERWRITERS LABORATORIES LISTED AND LABELED AND SIZED IN CONFORMITY WITH REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE, STATE AND LOCAL CODES, WHICHEVER IS MORE STRINGENT.
- C. CODES
- 1. ALL WORK SHALL BE PERFORMED IN A NEAT AND PROFESSIONAL MANNER G. WIRING USING GOOD ENGINEERING PRATICES. ALL WORK SHALL CONFORM TO 2011 NEC W/ VILLAGE OF GRAYSLAKE, ILL. AMENDMENTS..
- D. LICENSES, PERMITS, INSPECTIONS & FEES
- 1. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL LICENSES, PERMITS, INSPECTIONS, AND FEES REQUIRED OR RELATED TO HIS WORK.
- 2. FURNISH TO THE TENANT'S CONSTRUCTION MANAGER ALL CERTIFICATES OF INSPECTION AND FINAL INSPECTION APPROVAL AT COMPLETION OF PROJECT.
- E. CONDUIT
- 1. THE CONTRACTOR SHALL PROVIDE ALL CONDUITS SERVING ALL EQUIPMENT, INCLUDING BUT NOT LIMITED TO, LIGHTING, RECEPTACLES, HEATING, AIR CONDITIONING, TELEPHONE, AND ELECTRICAL EQUIPMENT.

C# – ROUGH THROUGH CONTACTOR #

- 2. ALL PANEL AND SERVICE FEEDERS SHALL BE IN GALVANIZED IMC 2" AND LARGER AND EMT FOR UNDER 2" AS REQUIRED BY LOCAL CODES AND THE LANDLORD. ALL CONDUIT IS TO BE UL LABELED. EMT SHALL BE ACCEPTABLE FOR BRANCH CIRCUITS RUN ABOVE SUSPENDED CEILINGS OR CONCEALED IN INTERIOR PARTITIONS. EMT CONNECTORS SHALL BE COMPRESSION TYPE. CONDUIT UNDER SLAB ON GRADE SHALL BE RIGID STEEL.
- MINIMUM SIZES OF CONDUIT SHALL BE 1/2" FOR INDIVIDUAL LIGHTING 3. FIXTURE CONNECTIONS OR TO INDIVIDUAL LIGHT SWITCHES AND FOR ALL OTHER LOCATIONS. IF HVAC CONTROL WIRING IS REQUIRED TO BE RUN IN CONDUIT, IT SHALL BE MINIMUM OF 1/2" SIZE, UNLESS NOTED OTHERWISE ON DRAWINGS. ALL IN/UNDER FLOOR SLAB CONDUIT SHALL BE OF MINIMUM 3/4" SIZE. ALL CONDUIT HOMERUNS TO BE 1" CONDUIT MINIMUM.
- 4. SUPPORT ALL CONDUIT, INCLUDING SEISMIC AND SWAY BRACING, IN ACCORDANCE WITH THE NEC AND LOCAL CODES.
- 5. GENERALLY, ALL CONDUIT SHALL BE CONCEALED EXCEPT FOR UNFINISHED AREAS, SUCH AS EQUIPMENT ROOMS. EXPOSED CONDUIT SHALL BE ALLOWED ONLY AS NOTED ON PLAN AND AS APPROVED BY THE OWNER'S CONSTRUCTION MANAGER. PAINTING OF CONDUITS WILL BE BY GENERAL CONTRACTOR.
- 6. FLEXIBLE METAL CONDUIT
- A. FLEXIBLE METAL CONDUIT AND ASSOCIATED FITTINGS ARE TO BE LISTED FOR GROUNDING. A GREEN GROUNDING CONDUCTOR SHALL BE PROVIDED FOR IN ALL CIRCUITS ALL CONNECTORS ARE TO BE OF A NEMA APPROVED TYPE.
- B. THE USE OF ROMEX, BX, ETC. IS NOT PERMITTED. C. CONNECTION TO OUTDOOR EQUIPMENT MUST BE WEATHERPROOF,
- I.E. LIQUIDTIGHT OR SEALTIGHT.
- F. OUTLET BOXES
- ALL OUTLET BOXES SHALL BE GALVANIZED PRESSED STEEL OF THE 1. STANDARD KNOCKOUT TYPE. NO ROUND OUTLET BOXES SHALL BE PERMITTED, EXCEPT AS SPECIFICALLY NOTED ON DRAWINGS.
- INSTALLED, SHALL BE EQUIPPED WITH 3/8" FIXTURE STUDS.
- 3. EXTERIOR BOXES SHALL BE CAST RUST-RESISTING METAL WITH GASKETED COVERS.
- 4. INSTALL BOXES RIGIDLY FROM BUILDING STRUCTURE AND SUPPORT INDEPENDENTLY OF THE CONDUIT SYSTEM. ALSO PROVIDE SUITABLE BOX EXTENSIONS TO EXTEND BOXES TO FINISHED FACES OF FLOORS, CEILINGS, WALLS ETC. ALL RECEPTACLE OUTLET BOXES TO HAVE SUITABLE BLOCKING BEHIND THEM OR PRE-MANUFACTURED "CADDY" TYPE BRACING CLIPS ADDED TO MINIMIZE THE DEFLECTION THAT OCCURS WHEN PLUGGING/UNPLUGGING INTO THESE DEVICES.

- CONDUCTORS FOR FEEDERS AND BRANCH CIRCUITS SHALL BE COPPER AND 1. THE AWG SIZE AND TYPE AS SHOWN ON DRAWINGS. MINIMUM WIRE SIZE SHALL BE #12. THE CONDUCTORS SHALL HAVE 600 VOLT INSULATION, TYPE THW, THWN OR THHN. MINIMUM WIRE SIZE FOR ALL HOMERUNS TO BE #10 AWG.
- MINIMUM WIRE SIZE 20 AMP. BRANCH CIRCUIT SHALL BE AWG LISTED 2. SIZE PER DISTANCE SHOWN BELOW. DISTANCE SHALL BE MEASURED FROM THE PANEL BOARD CIRCUIT BREAKER TO THE FURTHEST OUTLET. A. #12 LESS THAN 100 FEET B. #10 OVER 100 FEET
- 3. CONDUCTORS SHALL BE STRANDED FOR SIZES #8 AWG AND LARGER.
- 4. ALUMINUM CONDUCTORS ARE NOT PERMITTED.
- 5. ALL WIRING SHALL BE IN CONDUIT. UNLESS SPECIFICALLY NOTED OTHERWISE (IE. LOW VOLTAGE PLENUM RATED WIRE).

							PAN	EL	А		SC	HEDL	JLE (NEW)					
	PAN	IEL [	DESCRI	Р. <u>GE</u>	NERAL	POWER	VOLTS_120	0/208V				CON	ITACTOR	м	AIN L	UGS C	NLY	-
	PAN	NEL I		DN	REAR	WALL	BUS AMPS	200				FEE	DER WIRE 4#3/0 & 1#4G			MOUN	T	
	PAN	JFI F	FFFD F	ROM			PHASE 3	W	IRF	4		AIC	RATING -			E MU	JNT	
	174			nom				''								<u> </u>		
	B	REAK	(ER	LO	AD			LOAD	TOT	AL (	(KW)	LOAD		LC	)AD	BR	EAKE	R
	NO.	AMP	POLE	LTG.	PWR.	CIRCUIT DES	CRIPTION	WATTS	A	В	С	WATTS	CIRCUIT DESCRIPTION	I PWR.	LTG.	POLE	AMP	NO.
	1	20	1	Х		EX. LIGHTS					$\mathbb{X}$		EX. A/C	X		2	30	2
	3	20	1	Х		EX. LIGHTS							EX. A/C	X			30	4
	5	20	1	Х		EX. LIGHTS			[]]				EX. FURNACE	X	$\square$	1	15	6
	7	20	1	Х		EX. LIGHTS					$V \square$		EX. TOILET	X	X	1	15	8
	9	20	1	Х		EX. LIGHTS			$\langle / /$	1.1	$\mathbb{Z}$	1080	RECP - EXAM	X		1	15	10
	11	20	1	Х		EX. LIGHTS			$\mathbb{Z}$		0.9	900	RECP – BREAK	X		1	15	12
	13	20	1	Х		EX. LIGHTS							EX. RECP	X		1	20	14
EM	15	20	1	Х		EX. EXIT/EM					$V / \Lambda$		EX. RECP	X		1	20	16
	17	20	1		Х	EX. RECP			$\mathbb{Z}$				EX. LIGHTS		X	1	20	18
	19	15	1	Х		LIGHTS – ADDITIOI	N	150	1.1		V / A	900	RECP - DISP	X		1	15	20
	21	15	1	Х		LIGHTS – ADDITIOI	N	116	$\swarrow$	1.1	$\mathbb{Z}$	900	RECP - PRE-TEST	X	$\vdash$	1	20	22
	23	20	1	Х		RECP - REFRIG		1000	<u> [] [</u>		1.0		EX. WATER HEATER	X	$\square$	2	30	24
	25	20	1	Х		SPARE							<u> </u>	X	<u> </u>		30	26
	27	40	2			SPARE					$\mathbb{Z}$		SPARE		$\vdash$	2	30	28
	29	40	-						V/L	///	1		-			<u> </u>	30	30
	то	TAI	PHASE	LOA	DING I	<w:< th=""><th></th><th></th><th>1.1</th><th>2.2</th><th>1.9</th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></w:<>			1.1	2.2	1.9							
			# .OE	20/ 1														
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		EM —	PROVIE	DE LOC	CK-OUT	DEVICE FOR EMERGEN	NCY SYSTEMS.											
		HT# -	- PROVI	DE HA	NDLE 1	ΊΕ												

CONTRACTOR TO BALANCE OUT LOADS IN FIELD





HUBBELL – GF5262

J. PANELBOARDS

UPDATED PANEL SCHEDULE.

AS FOLLOWS:

## SYMBOL LIST

SYMBOL	DESCRIPTION
	WALL MOUNTED SELF CONTAINED EMERGENCY FIXTURE WITH BATTERY BACKUP AND SOLID STATE CHARGER.
⊗	EXIT SIGN FIXTURE, SURFACE CEILING MOUNTED, SINGLE OR DOUBLE FACE, WITH OR WITHOUT DIRECTIONAL ARROWS.
\$	SINGLE POLE 20 AMP 120 VOLT TOGGLE SWITCH WALL MOUNTED.
<b>\$</b> ⊤	THERMAL TRIP SWITCH.
J	CEILING JUNCTION BOX, SIZE AS REQUIRED.
Φ	STANDARD DUPLEX RECEPTACLE.
Ф <sub>GFI</sub>	SAME AS ABOVE EXCEPT WITH GROUND FAULT INTERRUPTER.
	ELECTRICAL PANEL.
Фтр	TAMPER PROOF DUPLEX RECEPTACLE
⇔	QUADRUPLEX RECEPTACLE
۲	CABLE/TV OUTLET
►	PHONE JACK
\$	LIGHT AND FAN CONTROLS
	FOUR PHONE JACKS
FACP	SUPERVISORY VALVE TAMPER SWITCH
DSD	DUCT SMOKE DETECTOR
(AV)	AUDIO/VISUAL ALARM DEVICE
S	PULL STATION
EWC	ELECTRIC WATER COOLER
EWH	ELECTRIC WATER HEATER
E	EXISTING
N	NEW
R	RELOCATED
WP	WEATHER PROOF
TC	7 DAY TIME CLOCK
SD	SMOKE DETECTOR



## SINGLE POLE SWITCHES: 20 A - 277 V HUBBELL-1221 THREE WAY SWITCHES: 20 A - 277 V HUBBELL-1223 DUPLEX RECEPTACLES: 20 A - 125 V HUBBELL-5362 GROUND FAULT CIRCUIT INTERRUPTING RECEPTACLES: 20 A-125V

1. ALL PANEL BOARDS ARE EXISTING TO REMAIN AND BE REUSED. PROVIDE

2. PANEL BOARDS SHALL HAVE A MINIMUM SHORT CIRCUIT CURRENT RATING LIGHTING PANEL BOARDS: 10,000 A.I.C.

CIRCUIT BREAKER DISTRIBUTION PANEL BOARDS: 25,000 A.I.C.

VERIFY ACTUAL AIC SHORT CIRCUIT CURRENT REQUIREMENTS WITH UTILITY COMPANY PRIOR TO ORDERING EQUIPMENT.

> TO OTHER DEVICES CEILING COMBINATION AUDIO/ VISUAL ALARM DEVICE WIREMOLD METAL ----RACEWAY FIRE ALARM PULL STATION FLOOR

## FIRE ALARM DEVICES DETAIL TO SATISFY "ADA" REQUIREMENTS NONE



LIGHTING FIXTURE SCHEDULE							
SYMBOL	DESCRIPTION	MANUFACTURER & CATALOG #		MOUNTING	VOLTAGE		
	2'X2' TROFFER WITH .125 ACRYLIC LENS	DAYBRITE #2TG817R-01-UNV-1/2-EBLHE OR MATCH EXIST (V.I.F.)	17WT8	RECESSED	120	Z	
0	RECESSED LED DOWNLIGHT FIXTURE	JUNO OR EQ. P6-30 3500K INCDESCENT EQUIV. 100W	(1) LED 14.5W A21	RECESSED	120	{	
	RECESSED LED DOWNLIGHT FIXTURE W/EMERGENCY	JUNO OR EQ. P6-30 3500K INCDESCENT EQUIV. 100W	(1) LED 14.5W A21	RECESSED	120	{	
						5	
$\sim$			$\left\{ \right.$	$\sim$	$\sim$		
	EMERGENCY UNIT BATTERY LIGHT	EXITRONIX #LL SOH-6/12-SO	LED	CEILING	120	1	
$\bigotimes$	SELF POWERED FLUORESCENT EXIT SIGN	EXITRONIX #VEX—U—BP—WB—WH—EL90 EXIT / EM COMBO	LED	CEILING	120	1	

## REMARKS

1. EXIT SIGN AND EMERGENCY BATTERY UNITS. 1 1/2 HOUR DURATION, AS REQUIRED BY LOCAL ORDINANCES.



	Unidue Casiel Alchine	368 CENTRAL PARK BLVD . HUNTLEY, IL 60142 .	224-253-8027 . ENCAST@COMCAST.NET
			TINLEY PARK, IL. 60477 P
		ADDITION & A	1 7 3 2 2 S. OAK PARK
			Date
06.26.19	02.21.18	02.07.18	Date No. Revisions / Submissions
1 REVISED PER VILLAGE/OWNER REVIEWS	ISSUED FOR PERMIT / BIDDING	ISSUED FOR OWNER REVIEW	o. Revisions / Submissions L
DRAM DATE PROJ SCAL	E: E: AS I WING N	- IO: 8-01 NOTE	5 5

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#### PARK OAKS COMMERCIAL CONDOMIUM ASSOCIATION

February 20, 2019

Planning and Zoning Village of Tinley Park 16250 Oak Park Avenue Tinley Park, IL 60474

To Whom It May Concern:

Park Oaks Commercial Condominium Association is the owner of a commercial building located at 17318 S. Oak Park Avenue, Tinley Park, IL 60447. On October 18, 2001, the Village Board approved the construction of a three-story building with Retail Space on the first floor and eight residential units on the second and third floors.

After completing the construction of the building, the developer formed two condominium associations. Park Oaks Commercial Condominium owns the four retail areas and Park Place Residential Condominium Association owns the eight residential units. Illinois Law allows separate ownership of condominium units. The land and common property (elevators, halls, roof, stairs, etc.) is jointly owned by a separate legal entity that has its own powers to act for the unit owners who share the upkeep expenses on the common property with them. Unit owners pay property taxes only on his or her unit and may mortgage, rent, or sell it just like any other personal property.

The land for the proposed building is a Limited Common Element owned and controlled by Park Oaks Commercial Condominium. Illinois law allows the improvement of Limited Common Elements (765 ILCS 605/2). "(s) "Limited Common Elements" means a portion of the common elements so designated in the declaration as being reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to balconies, terraces, patios and parking spaces or facilities."

The Declaration of Park Oaks Commercial Condominium set aside in accordance with the Condominium Act a Limited Common Element on the south elevation of the building for the exclusive use and ownership of Unit 17322, as delineated on the recorded on the condominium survey. Building on the common area is typical for condominiums to construct garages and other improvements for the exclusive use of the owners on association land. The proposed building is within the Common Elements and exclusively for the use of the unit.

The majority of the Park Oak Commercial Condominium Owners Association approved and recorded a First Amendment to its Declaration. The amendment is consistent with the provision of the original condominium declaration, allowing the improvement of this Limited Common Element. Although the Declaration allows the improvement of the Limited Common Element,

without board action, the board and owner opted to disclose the planned improvement to the owners. The responses to the proposed building are favorable.

The use of the Limited Common Element was abandoned after two failed food uses. The last owner could not resell the space for retail. In 2011, Vroegh Family Eye Care acquired retail space, completed substantial renovations, and has successfully operated its optometry business. More space is urgently needed for doctors' offices and storage. Vroegh is hopeful that the proposed addition is approved and business can continue to grow in Tinley Park.

The proposed use is a positive use of the Limited Common Element. The prior use of the element for outside food consumption as a patio caused liter and noise.

- The proposed building addition will not have any adverse or negative impact.
- The building appearance will satisfy the historic Legacy Code look sought by the Village.
- The improvement adequately considered the Legacy Code.
- The building is a one-story 425 square foot building attached to the existing common elements.
- The proposed design blends with the existing building.
- The use will not increase noise.
- The structure will not increase traffic.
- Doctors need office space to serve patients.
- Frame sales by the optometry practice generates sales tax.
- Sales tax revenue for the Village will increase.
- Storage for frames is at its maximum capacity and more space is necessary.
- There is adequate parking.
- The condominium developer contemplated a variety of uses.

(s) "Limited Common Elements" means a portion of the common elements so designated in the declaration as being reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to balconies, terraces, patios and parking spaces or facilities.

(The "Legacy Code was created to strengthen the aesthetics and economics of the downtown by implementing the following principles, set forth in the Legacy Plan:

### A. Purpose

- 1. Preserve Tinley Park's unique historic heritage.
- 2. Ensure that new development respects the historic scale and character of downtown.
- 3. Building a strong economic future for Downtown Tinley Park.
- 4. Maximize the number of people living within walking distance of the train station.
- 5. Encourage building mass to peak at the downtown core.
- 6. Create a walkable downtown where pedestrians come first.
- 7. Create a connected roadway framework with small walkable blocks.

8. Promote a green downtown showcasing leadership in the preservation of natural resources and sustainable practices.

9. Position downtown as a focal point of the regional bike path system."

The applicant understands and agrees with the design purposes of the Legacy Code. The proposed development meets the disciplines of the Legacy Code and he hopes the Village will approve the one-story construction of the addition onto the existing foot print for the condominium.

James G Moegh James Vroegh,

Representative of Park Oaks Commercial Condominium

Life Amplified

Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

## VILLAGE OF TINLEY PARK, ILLINOIS PLANNING AND ZONING GENERAL APPLICATION

### **REQUEST INFORMATION**

\*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

Special Use for:
Planned Unit Development (PUD) Concept Preliminary Final Deviation
✓ Variation Residential ✓ Commercial for building addition
Annexation
Rezoning (Map Amendment) From to
Plat (Subdivision, Consolidation, Public Easement) Preliminary Final
Site Plan
Landscape Change Approval
Other:

#### PROJECT & PROPERTY INFORMATION

Project Name:	Park Oaks Commercial Condominium Building Additon on Common Area						
Project Description:	475 foot 1 story addition to south building exterior wall						
Project Address:	17322 S. Oak Park Avenue	Property Index No. (PIN):	26-30-308-029-1004				
Zoning District:	H-1 Historic District	Lot Dimensions & Area:	18.5 x 23.10				
Estimated Project Co	st: \$ <u>80,000.00</u>	×					

### OWNER OF RECORD INFORMATION

Please supply proper documentation of ownership and/or designated representative for any corporation.

Name of Owner:	Park Oaks Commercial Condomini	Company:		
Street Address:	c/o 17322 S. Oak Park Ave	City, State & Zip:	Tinley Park, III 60477	_
E-Mail Address:	paralegal@thomasfcourtney.com	Phone Number:	(708) 448 -4400	

## APPLICANT INFORMATION

#### Same as Owner of Record

All correspondence and invoices will be sent to the applicant. If applicant is different than owner, "Authorized Representative Consent" section must be completed.

Name of Applicant:	James Vroegh	Company:	
<b>Relation To Project:</b>	Agent for Park Oaks Commercial	Condominium (	See page 2)
Street Address:	17322 S. Oak Park Avenue	City, State & Zip:	Tipley Park II 60477
E-Mail Address:	Jvroegh@comcast.net	Phone Number:	<u>(708) 269-8050</u>



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

## VILLAGE OF TINLEY PARK, ILLINOIS

PLANNING AND ZONING GENERAL APPLICATION

### Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized repetitive.

I hereby authorize James Vroegh

\_ (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements made by the designated representative.

Property Owner Signature: James Vroegh, Representative

Property Owner Name (Print): Park Oaks Commercial Condominium

#### **Acknowledgements**

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, 0 Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid.

Park Oaks Commercial Condominium

- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and correct to the best of their knowledge.

**Property Owner Signature:** 

Property Owner Name (Print):

Applicant Signature: (If other than Owner)

Date:

Applicant's Name (Print):

James Vroegh, authorized agent for Park Oaks Commercial Condominium

February 20, 2019

Updated 12/18/2018

Representative

## VILLAGE OF TINLEY PARK COMMERCIAL/INDUSTRIAL PERMIT APPLICATION 16250 Oak Park Avenue, Tinley Park, IL 60477 (708)444-5100 Fax (708)444-5199

	Date of Application: <u>12/14/2018</u> Park Oaks Commercial Condominium Association	
2	Project Address 17322 S. Oak Park Ave Tiploy Park	17322 and
	Parcel/Real Estate Tax (PIN)# 28-30-308-029-1004	<u> 17322 LCE -</u>
	Name of Nex Business Occupying Space: Vroagh Family Frances Lot #	Zoning.
ŀ	Owner of Property Park Oaks Commercial Condomination	Phone 708-614-
. 1	Project Description_Addition (approximately 400 sg ft )	_Phone7900
	Cost of Project (Valuation) \$40,000	/080589-
ĺ	Square Footage: Office 400 Retail	
	Water Meter Size: Existing Change Proposed	
	Number of Fire Sprinkler Heads Existing	Proposed
	# of Regular Parking Spaces Existing # froposed:	
-	Estimated Maximum Patron Occupants 2	.ng
1	Estimated Maximum Employee O	ccupants 4
	CONTRACTOR INFORMATION: PLEASE PROVIDE NAME AND ADDRESS General <u>James</u> A. Vroegh	708 260 0050
1 4	Architect_Enrique Castel Architech	708-269-8050
10	CarpentryPhonePhone	224-253-8027
· [ C	Concrete Phone	
D	rywall/Lathing Phone	
E	lectricPhone	
E	cavatorPhone	
Fi	re AlarmPhone	
Fir	re SuppressionPhone	
H HV	VAC Phone	
Ma	sonryPhone	
Pav	ring Phone	
Plu	mbingPhonePhone	
Roo	fing Phone	
Sewe	er Phone	
Othe	Phone Phone	
	Phone Phone	
SIGN	NATURE OF APPLICANT:	
Please	e check if Applicant is Owner X or Contractor X (OWNER IS BOTH)	
		1

#### VILLAGE OF TINLEY PARK 16250 Oak Park Avenue (708)444-5100 (708)444-5199 Fax

## COMMERCIAL OR NEW RESIDENTIAL SUBDIVISION **EMERGENCY INFORMATION SHEET**

Please provide the following information for our Police and Fire Departments regarding construction site management. This information is vital in the event of an emergency (fire, theft, etc.) at the construction site. Any changes in the management of a site must be reported immediately

Proposed Project/Business Name:	Park Jako Condeminium
Project/Business Address:	17322 5 Dala DIA
Owner of Property:	Park Orba Che Cher Cosk US
Address:	17222 manual and mal
City/State/Zip	TINKY Park Ophlep Cher
Business Phone	
Business Fax	
Email	and the second
Other	,
General Contractor:	
Address:	and the second
City/State/Zip	
Business Phone	and the second sec
Business Fax	in the second
Email	
Other	

	FOR EMERGENCY PURPOSES
	PROVIDE PHONE NUMBERS
	AVAILABLE 24 HOURS A DAY
Manager	James Vroegh
e	(718) 269 8050
	Jurocah & comcast. Det

Additional Personnel responsible for site and project:

Name:		
Name:	Phone	
Name-	Phone	
	Phone	

Construction N Business Phone Cell Phone Home Phone Email



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

## VILLAGE OF TINLEY PARK, ILLINOIS SITE PLAN ADDENDUM

### APPLICATION & SUBMITTAL REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they may not be accepted and may delay the review or meeting dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting **Site Plan** approval. This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements, and receive some preliminary feedback on any concept plans or ideas prior to making a submittal

General Application form is complete and is signed by the property owner(s) and applicant (if applicable).

Ownership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied. All beneficiaries of a property must be disclosed.

A written project narrative detailing the general nature and specific aspects of the proposal being requested. Details on existing conditions, any parking requirements, property changes, landscaping, building design, proposed uses/tenants, public improvements or any other site design details should be described. Any additional requests such as a Special Use or Variation should be indicated in the narrative as well.

 $\Delta$  A Plat of Survey of the property that is prepared by a register land surveyor and has all up-todate structures and property improvements indicated.  $\frac{2}{2005}$ 

Plans and Surveys including all details listed on the Site Plan checklist (next page).

Please make the following document submittals:

- Submit all applications, plans and documents stated above electronically via email/USB drive/ShareFile upload to Community Development Staff (Note: Village email attachment size is limited to 10MB. Please utilize ShareFile if your submission exceeds 10MB).
- One (1) paper copy of all plans in size 11" x 17"
- One (1) paper copy of full size Arch D (24" x 36") plans (scalable).

	Required Plan Submittal Items	Applicant Submittee	Village Received
1.	Site Plan Approval Application	$\checkmark$	
2.	Complete list and contact information for all project staff and design professionals (Architect, Engineer, Landscape Architect, etc.) ーしd		
3.	<ul> <li>Plat of Survey, including:</li> <li>a. Existing conditions and dimensions;</li> <li>b. Legal Description;</li> <li>c. Surveyor information; and</li> <li>d. Date of completion.</li> </ul>	$\checkmark$	
4.	<ul> <li>Site Plan, including: <ul> <li>a. Fully-dimensioned property boundaries;</li> <li>b. All building elements and physical improvements;</li> <li>c. Setbacks from all property lines;</li> <li>d. Identification as to whether all elements are "Existing" or "Proposed";</li> <li>e. Dimensioned parking spaces and drive aisles per Section VIII of the Zoning Ordinance;</li> <li>f. Dimensioned sidewalks (within rights-of-way and interior to the site);</li> <li>g. Trash enclosure location and screening/gate materials;</li> <li>h. Loading spaces as required by Section VIII of the Zoning Ordinance;</li> <li>i. Fire hydrant locations as required by the Village Fire Prevention Bureau;</li> <li>j. Lighting standard locations; and</li> <li>k. Ground signs with setbacks noted.</li> </ul> </li> </ul>		
5.	<ul> <li>a. Showing existing, proposed, and required zoning conditions for all Lot and Bulk Regulations of the Zoning Ordinance, including but not limited to: <ol> <li>Land area in acres and square feet (exclusive of rights-of-way);</li> <li>Building area in square feet (including a breakdown by use for parking calculation);</li> <li>Setbacks;</li> <li>Floor Area Ratio (FAR);</li> <li>Lot coverage;</li> <li>Height of all buildings and structures (see definition of height in Zoning Ordinance);</li> <li>Percentage of greenspace; and</li> <li>Viii. Parking spaces (with calculations).</li> </ol> </li> </ul>		
6.	<ul> <li>Landscape Plan, including: <ul> <li>a. Bufferyards (please include a table indicating required and proposed plant units);</li> <li>b. Parking lot landscape islands;</li> <li>c. Screening/fencing locations;</li> <li>d. Berms (if proposed);</li> <li>e. Plant lists, including: <ul> <li>i. Latin and common names</li> <li>ii. Number of each planting material to be provided</li> <li>iii. Size at planting</li> </ul> </li> </ul></li></ul>		
7.	<ul> <li>Photometric Plan, including: <ul> <li>a. Location of light fixtures;</li> <li>b. A cut sheet of light fixtures with indication of cut-offs or shielding; and</li> <li>c. Indicating lighting levels in foot-candles at the following locations: <ul> <li>i. Interior of the subject property;</li> <li>ii. At the property lines (.5 foot candles maximum allowed at the property line); and</li> <li>iii. Ten (10) feet beyond the property lines.</li> </ul> </li> </ul></li></ul>		

8.	Floor P	lans, including:		
	а.	Preliminary floor plan layout of all buildings:		
	b.	Labels for the type of use of the area: and		
	с.	Labels for square footage of the area.		
		see duport		
9.	Prelimi	nary Engineering Plans, including but not limited to:		
	а.	Drainage and water flow patterns or routes;		
	b.	On-site detention;		
	С.	Existing and proposed roadway configurations (adjacent public streets and interior roadways/driveways):		
	d.	Future roadway or access connections (if necessary); and		
	e.	Cross access easement(s).		
10.	Signage	Plans, including:		
	a.	Dimensioned color elevations of ground, wall and directional signage		
	b.	A diagram showing the location of the proposed signage with setbacks from property lines		
		and internal drive aisles or parking lots; and		
	с.	Include description of sign materials and method of illumination.		
11.	Elevatio	ons and Renderings		
	a.	Building elevations showing all four sides of all buildings.	V	
		i. Elevations should be fully-dimensioned including height, width, and depth of all		
		major building elements and components, and identify all building materials; and		
	b.	Color renderings or 3D model of site.		
	с.	Elevation of trash enclosure area with building materials identified (if applicable).		
12.	Building	g Material Samples (may be submitted after initial Staff Review, but prior to placement on a		[]
	Plan Co	mmission agenda)		
	а.	Samples of proposed materials including, but not limited to:		
		i. Wall materials such as bricks, stone, and siding;		
		ii. Roofing;		
		iii. Light fixtures; and		
		<li>iv. Windows, moldings, shutters, and awnings.</li>		
		b. Provide final information on all building materials with vendor, color, and sizes, where		
		relevant, in a table format.		
42	<b>n</b> I: ·	see rendering	/	
13.	Prelimir	ary Mat(s) (17 applicable)		

The above information is intended as an outline of the Submission Requirements for Site Plan Approval and is neither mutually exclusive nor inclusive. The Village's Zoning Ordinance, Landscape Ordinance, Building Codes, and Subdivision Regulations can be found online at the Village website at <u>http://www.tinleypark.org</u>. Questions about Site Plan Approval and other Planning processes may be directed to the Planning Department at:

> Village of Tinley Park Planning Department 16250 S. Oak Park Avenue Tinley Park, IL 60477 Phone: (708) 444-5100 Email: <u>planning@tinleypark.org</u>

#### FULL PERMIT PLAN CHECKLIST

- One completed Commercial/Industrial Permit Application, including all contractor/subcontractor information. 780.
- One completed emergency information form by the General Contractor or Developer
- Five (5) Sets of stamped, signed (top sheet only)Mechanical, Electrical, Photometric, and Plumbing drawings and calculations, floor plans/layout
- □ Five (5) sets <u>Engineered</u> Fire Suppression/protection System plans with completed permit application <u>submitted to the Fire Department at 17355 South 68<sup>th</sup> Court.</u>
- □ Five (5) sets of <u>Engineered</u> Fire Alarm system plans with completed permit application <u>submitted to the Fire Department at 17355 South 68<sup>th</sup> Court</u>.

Project/Plan Number \_ 20/8 - 015

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Five (5) sets of Final Civil Engineering plans to include:

Erosion Control plan	SHEET #
Drainage/grading plan	
On site water detention if possessor	
Water sewer fire protection	SHEET #
service lines	
Fire had	SHEET #
The hydrant location and main sizes	SHEET#
Complete roadway configurations,	
to include driveways, parking lots, etc.	SHEET #
Cross access easements	SHEET #
Future road connections if necessary	
Surrounding access points	SHEET #
to adjacent properties	
Parking lot lighting	SHEET #
Street lighting	SHEET #
Provide selecting	SHEET #
riovide calculations for occupancy load	·
and door width capacity	SHEET #

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Five (5) sets of final color renderings of elevations of all four sides of the building, including a detail of materials.  $(11" \times 17")$ 

	VILL	AGE OF TINLEY PAR	K
	FIRI	E PROTECTIO	N
	PEI	RMIT APPLICATION	ACCI
Tinley Park Bui 16250 Oak	lding Department Park Avenue		Tinley Park Fire Prevention Bureau
Tinley Pari (708)444-5100	c, IL 60477	ALC BA	17355 S. 68" Court Tinley Park, IL 60477_
. ,	STRATT		(708)444-5200 Fax (708)444-5299
Date of Application 2	solig	FIVE (5) SEIS OF PL	ANS
		For Internal Use	
1. Project Type:		Permit #: FD	
a. 🗆 NEW INST	ALLATION	ALTERATION T	O AN EXISTING SYSTEM
b. 🗆 WATER-B.	ASED SYSTEM	FIXED EXT. SYSTEM	CLEAN AGENT COTHER
2. Installation/alteration	of underground w	ater service? $\Box$ Y $\Box$ N	
a. II yes, Size of a	Service:	Inches	$\sim$
3. Project Address:		· · · · · · · · · · · · · · · · · · ·	, RL
4. Name of Business Occ	upying Space:		
5. Project Description:	Single-Family	Multi-Family Comme	rcial Other
6. Types of devices to be	installed for water-	based systems.	la colu
Device/Equipment	Quantity	Manufa show	
Fire Sprinkler Heads	6	manufacturer	
Fire Sprinkler Heads		n m parter 0.777 m.p	
Fire Sprinkler Heads		· · · ·	·····
Fire Sprinkler Heads	· · · · ·	<u>. ex</u>	
Sprinkler Piping Mains			
Sprinkler Piping Lines		in the second	Schedule:
Dry/Preaction Valve			Schedule:
RPZ Device		ina se se secondaria	
Tamper Devices	· · ·		
Water Flow			
Other (explain)			
7. Cost of Installation:	· · · ·		
8. Name of Fire Protection	Contractor.	a and a second and a	
9. E-Mail Address:		Stat	e License #:
10. Address.			
11 0			
11. City:		State:	Zip Code:
12. Phone:		Fax:	
13. Person/telephone number	responsible @ jobs	ite•	
14. Name of NICET Person / H	Ingineer on Staff		
15. Applicant Name/Simot			
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#### DECLARATION OF CONDOMINIUM JANT TO THE CONDOMINIUM PROPERTY ACT FOR PARK OAKS COMMERCIAL CONDOMINIUM 17314-17322 South Oak Park Avenue Tinley Park, Illinois 60477

DECLARATION made and entered into this <u>Z1</u> day of February, 2003 by NLSB, not personally, trustee under the provisions of a Trust Agreement dated March 11, 2002, and known as Trust No. 2644 or 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 Tinley Park, Cook County, Illinois which real estate is part of a mixed use residential/commercial/retail 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 and the Operating 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 shall at all times, and subject to the terms of the Operating 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 Operating 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 "Park Oaks Commercial Condominium" or such other name as may be subsequently adopted pursuant to the Act by the Developer or Board.

NOW THEREFORE, 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) Association: The Association of all the Unit Owners, acting pursuant to the By-Laws attached hereto as Exhibit C, through its duly elected Board.



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(c) Board: 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) Buildings: 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, including, without limiting the generality of the foregoing: the Parcel; stairways; corridors; roof; storage areas; mechanical and utility rooms and equipment therein; refuse collection system; central heating and ventilating system, and structural parts of the improvements on the Parcel, wherein located.

(g) Common Expenses: 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 Operating Declaration, this 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) Condominium Instruments: All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Operating Declaration, this Declaration, the By-Laws and the Plat.

(i) 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) Developer: Park Oaks, Inc., an Illinois corporation, its successors and/or its assigns, or such other persons or entities, as the Declarant may from time to time designate.

(k) First Mortgagee: An owner of a bona fide first mortgage, first trust deed or equivalent security interest covering any portion the Property.

(1) Limited Common Elements: 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 a Unit exclusively to the extent such a system or component part is located outside boundaries of a Unit. The patio area that is adjacent to Unit 17322 is a limited common element appurtenant to Unit 17322.

(m) Maintenance Fund: All monies collected or received by the Association pursuant to the provisions of the Condominium Instruments.

(n) Majority or Majority Unit Owners: 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.

Units.

(0) Occupant: A Person or Persons, other than a Unit Owner, in possession of one or more

(p) Operating Declaration: The Declaration of Covenants, Conditions, Restrictions, and Easements for Park Oaks Residential Condominium and Park Oaks Commercial Condominium executed by NLSB,

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-2-

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; .

not personally, but solely as trustee under provisions of a Trust Agreement dated March 11, 2002 and known as Trust No. 2644, recorded in the Office of the Cook County Recorder of Deeds, Illinois, as Document No. \_\_\_\_\_\_, and all amendments thereto.

(q) Parcel: The lot or lots, tract or tracts of land, described in Exhibit A attached hereto, together with improvements and right appurtenant thereto, submitted to the provisions of the Act.

(r) Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(s) 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.

(t) 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 mutual 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 Cook County, Illinois.

(v) 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.

(w) Unit: Any part of the property designed and intended for any type of independent use and not used or occupied as a residence, which is designated on the Plat as a Unit.

(x) Unit Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.

#### ARTICLE II

#### UNITS

1. <u>Description</u>. All four (4) Commercial Units located on the Property are delineated on the survey, referred hereto as Exhibit D and made a part of this Declaration and are legally described as follows:

"UNITS 17314, 17316, 17320, 17322 in Park Oaks Commercial Condominium as delineated on the Plat of survey of the following described Parcel of real estate:

THAT PART (LYING BETWEEN HORIZONTAL PLANES OF 702.95 AND 714.98 FEET, ACCORDING TO NATIONAL GEODETIC VERTICAL DATUM OF 1929), OF THE EAST 65 FEET OF THE SOUTH 26 FEET OF LOT 2 IN BLOCK 1 IN CHRISTIAN ANDRES SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED APRIL 3, 1879 AS DOCUMENT NUMBER 216647, TOGETHER WITH THE EAST 65 FEET OF LOT 3 IN BLOCK 1 IN SAID SUBDIVISION, TOGETHER WITH THE EAST 65 FEET OF THE NORTH 28 FEET OF LOT 4 IN BLOCK 1 IN SAID SUBDIVISION, TOGETHER WITH THE EAST 46.5 FEET OF THE SOUTH 14 FEET OF THE NORTH 42 FEET OF SAID LOT 4 IN BLOCK 1 IN SAID SUBDIVISION THAT PART OF LOT 3 IN BLOCK 1 OF SAID CHRISTIAN ANDRES SUBDIVISION, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED

-3-

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AS FOLLOWS: BEGINNING AT A POINT 2.00 FEET WEST OF THE EAST LINE AND 19.08 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 00°00'00" WEST FOR A DISTANCE OF 13.88 FEET; THENCE NORTH 90°00'00" WEST FOR A DISTANCE OF 58.40 FEET; THENCE NORTH 00°00'00" EAST FOR A DISTANCE OF 13.88 FEET; THENCE NORTH 90°00'00" EAST FOR A DISTANCE OF 58.40 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

### P.I.N.(S): 28-30-308-009, 012, 020, 024

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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

1. <u>Description</u>. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property, except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, structural parts of the Building, component parts of walls, floors and ceilings, central heating and ventilating systems, pipes, ducts, flues, shafts, and public utility lines serving the Common Elements, or more than one Unit.

2. <u>Ownership of Common Elements</u>. 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 his Unit as a place of business, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. Such right shall extend to each Unit Owner, 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 Declarant has so determined each Unit's corresponding accepts such determination.

3. <u>Limited Common Elements</u>. Except as otherwise provided in the Declaration, the Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use of particular Units, or which, by the terms of this Declaration or by its nature or location, is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the owner or owners thereof. All expenses relating to the Limited Common Elements shall be borne exclusively by the Unit(s) which they serve.

4. <u>Transfer of Limited Common Elements</u>. 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 amendment to the Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Units who

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-4-

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 in 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 PROVISION AS TO UNITS AND COMMON ELEMENTS

Act.

1. <u>Submission of Property to Provisions of Act</u>. The Property is hereby submitted to the provisions of the

2. <u>No Severance of Ownership</u>. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to the Unit Ownership without including therein both his interest in the Unit and his 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.

#### 3. Easements.

(a) <u>Encroachments</u>. 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 creates an encroachment by his intentional, willful or negligent conduct or that of his agent.

(b) <u>Utility Easements</u>. SBC/Ameritech, Commonwealth Edison Company, NICOR, the cable television company serving 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.

4. <u>Easements and Rights to Run with Land</u>. All easements and rights described herein and in the Operating 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 trustees 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.

5. <u>Operating Declaration</u>. Each Unit is hereby made subject to the terms, easements, covenants and other restrictions of the Operating Declaration.

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#### COMMON EXPENSES, MORTGAGES, AND REAL ESTATE TAXES

1. <u>Common Expenses</u>. Each Unit Owner, including Declarant, shall pay his 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 Operating Declaration, this 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 his 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. <u>Separate Mortgages</u>. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective Unit together with his 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 his Unit and his respective ownership interest in the Common Elements.

3. <u>Separate Real Estate Taxes</u>. 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 his Unit and his 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 his proportionate share thereof in accordance with his respective percentage of ownership interest.

#### ARTICLE VI

#### INSURANCE

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1. Fire and Hazard Insurance. Subject to Article VIII of the Operating 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 cost 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 owner 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

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-6-

settlement therefor, 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 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 Park Oaks 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 (as defined in the Operating Declaration) on behalf of the Board for the reconstruction of the Building or shall be otherwise disposed of, in accordance with the provisions of the Operating Declaration, this 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 Operating 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 Operating Declaration and this 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 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 his 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 inform 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 VIII of the Operating 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 reputable appraisal company as selected by the Board. The cost of such appraisals shall be a Common Expense.

3. <u>Public Liability and Property Damage Insurance</u>. Subject to the provisions of Article VIII of the Operating 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 Operating Declaration, insuring the Board, the Association, the management agent, and their respective employees, agents, and all Persons acting as agents. Developer, its officers, directors and employees, shall be included as additional insureds in their capacity as Unit Owners and Board 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 parties. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above-named insured Persons.

4. <u>Workmen's Compensation and Other Insurance</u>. Subject to Article VIII of the Operating 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.

5. <u>Waiver</u>. Each Unit Owner hereby waives and releases any and all claims which he 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, Park Oaks 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.

6. <u>Notice</u>. The Board shall notify insured Persons concerning the cancellation of insurance obtained pursuant to the terms of this Article.

#### ARTICLE VII

#### ADMINISTRATION AND OPERATION

1. <u>Administration</u>. 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 incorporated under the laws of the State of Illinois, a not-for-profit corporation under the name of "PARK OAKS COMMERCIAL CONDOMINIUM ASSOCIATION," which corporation 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, this Declaration and in the Operating Declaration; provided, however, that (i) the terms and provisions of the Act shall control in the event of an inconsistency between the Act, this Declaration, the Articles of Incorporation, the By-Laws or the Operating Declaration, (ii) the terms and provisions of the Operating Declaration in the event of any inconsistency between the Operating Declaration, this Declaration, the Articles of Incorporation or the By-Laws , and (iii) the terms and provisions of this Declaration shall control in the event of any inconsistency between the Operating Declaration shall control in the event of any inconsistency between the Operation or the By-Laws , and (iii) the terms and provisions of this Declaration shall control in the event of any inconsistency between the Articles of Incorporation or the By-Laws .

3. Indemnity. 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 his 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.

4. <u>Board's Determination Binding</u>. 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.

5. <u>Administration of Property Prior to Election of Initial Board</u>. Until the election of the initial Board, 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 Developer. The election of the initial Board shall be held not later than sixty (60) days after the conveyance by the Developer of seventy-five

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-8-

Subject to the provisions of the Operating Declaration, the Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Article VIII, Section 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.

2. <u>Limited Common Elements</u>. 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. <u>Alterations</u>. 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 his 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 Park Oaks Residential Condominium Association), 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 which Park Oaks Commercial Condominium is a part of.

4. <u>Decorating and Signage</u>. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his 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. The use of and the covering of the interior surfaces of windows, whether by signs, draperies, blinds, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within 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.

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, temporary or portable signs. All interior signage visible to the exterior shall be tastefully and professionally done and aesthetically pleasing. 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.

#### **ARTICLE IX**

#### SALE, LEASING, OR OTHER ALIENATION; RESTRICTIONS REGARDING USE AND OCCUPANCY

1. <u>Successors Bound</u>. If a sale, lease, devise or gift of any Unit Ownership 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 Ownership as provided in the Operating Declaration, this 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 Operating Declaration, this Declaration, the By-Laws, and any and all Rules and Regulations of the Association. No lease shall have an initial term of less than three hundred sixty-five (365) days.

## 2. Covenants and Restrictions as to Sale or Lease of a Unit and Occupancy of a Unit.

(a) <u>Sale or Lease of a Unit</u>. 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

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use the Unit in violation of this Declaration, the Operating Declaration, the Act or any Statute of the State of Illinois or Ordinance (zoning or otherwise) of the Village of Tinley Park.

(b) Use of a Unit. In addition to any restrictions provided for herein and in any Statute or Village of Tinley Park ordinance pertaining to the Property no Unit may be used (i) as a bar, saloon, tavern, package liquor store, or dry cleaning plant, (ii) for any trade, service, activity or purpose which is excessively offensive by reason of unsightliness or excessive emission of dust, fumes, smoke, waste or noise, or (iii) as an adult entertainment center, adult bookstore, massage parlor, dance club, or other uses listed as "Prohibited Uses" as set forth in the Village of Tinley Park H-1 Historic District Ordinance at Section XII, Page 14 as the same are in effect on the date hereof. Notwithstanding anything to the contrary herein contained, the foregoing restrictions shall not prohibit a restaurant that serves liquor or contains a service bar that serves liquor incidental to its restaurant operations and not as its primary function. Each Unit Owner shall protect, indemnify and hold the Association, the Board, the management agent, and their respective officers, employees and agents harmless, from and against any and all claims, liabilities, obligations, damages, losses, costs and expenses (including without limitation attorneys' fees and court costs) incurred by any of them by reason of or occurring in connection with the operation of the Unit or in violation of the restrictions set forth herein.

3. <u>Noxious Activities: Compliance with Laws</u>. No noxious, unlawful or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Units (commercial or residential) or which shall cause an unreasonable noise or disturbance to others. 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.

#### ARTICLE X

#### DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. <u>Sufficient Insurance</u>. 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 Operating Declaration, be undertaken and the insurance proceeds thereof shall be applied by the Board or the payee of such insurance proceeds in payment therefor; 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 XII hereof or withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein 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 of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

#### 2. Insufficient Insurance.

(a) Subject to the provisions of the Operating 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:

(i) '

The Property shall be deemed to be owned in common by the Unit Owners;

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(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 Operating 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 threefourths (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 an 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.

3. <u>Cesssation of Common Expenses</u>. 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 XI

#### EMINENT DOMAIN

1. <u>Reallocation of Common Elements and Condemnation Award</u>. 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

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-12-

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.

2. <u>Cessation of Common Expenses</u>. 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 XII**

#### 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 give written notice of such action to the holder of any duly Recorded mortgage or trust deed against any Unit Ownership entitled to notice under Section 1 of Article XIII of the Declaration. 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 his interest, as determined by arbitration provided 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 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. <u>Removal from Act</u>. 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.

#### ARTICLE XIII

#### **GENERAL PROVISIONS**

1. <u>Notice to Mortgages</u>. Upon written request to the Board, the holder of any duly Recorded mortgage or trust deed against any Unit ownership shall be given a copy of any and all notices permitted or required by this Declaration or the Operating Declaration to be given to the Unit Owner subject to such mortgage or trust deed.

2. <u>Notices to Board, Association, and Unit Owners</u>. Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at

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(indicating thereon the number of the respective Unit if addressed to a Unit Owner), or at such other address as herein provided. The Association or 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 also designate a different address for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or if addressed to a Unit Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.

3. <u>Notice to Decedent</u>. Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or when mailed by United States registered or certified mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit owner is being administered.

4. <u>Binding Effect</u>. 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 Operating Declaration, and this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest or estate in the Property or any Unit, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Operating Declaration and this Declaration were recited and stipulated at length in each and every deed of conveyance.

5. <u>Waiver</u>. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

6. <u>Amendment</u>. Except as otherwise provided in the Act, this Declaration, By-Laws and the Operating Declaration, the provisions of the Condominium Instruments may be amended, changed, or modified by an instrument in writing setting forth such amendment, change, or modification, signed and acknowledged by all of the members of the Board, at least three-fourths (3/4) of the Unit Owners, and the approval of any mortgagees required under the provisions of the Condominium Instruments, and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change, or modification has been mailed by certified or registered mail with return receipt requested to all mortgagees having bona fide liens of Record against any Unit, not less than ten (10) days prior to the date of such affidavit. Any amendment, change, or modification shall conform to the provisions of the Act and shall be effective upon Recordation thereof. No change, modification, or amendment which affects the rights, privileges, or obligations of the Declarant or Developer shall be effective without the prior written consent of the Declarant or Developer. Except to the extent authorized by provisions of 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

7. <u>Invalidity</u>. 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.

8. <u>Perpetuities and Restraints</u>. 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 on 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.

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9. Liens. In the event 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 his 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 his Unit, or caused by his 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 his Unit's proportionate share of any due and payable indebtedness.

10. <u>Release of Claims</u>. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, Occupant, the Association, its officers, members of the Board, the Declarant, Developer, the managing agent, their respective employees and agents, Park Oaks 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.

11. <u>Construction</u>. 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.

12. <u>Headings</u>. 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.

Special Amendment. Notwithstanding any other provision of this Declaration, the Declarant and the Developer and each of them singly reserves and shall have the right at any time and from time to time to record a Special Amendment to this Declaration and By-Laws to (i) conform this Declaration and By-Laws with the requirements of the Act or the Village of Tinley Park Ordinances or the requirements of any institutional lender issuing a commitment to the Declarant or Developer to make first mortgage loans or (ii) correct clerical or typographical errors in this Declaration and By-Laws or (iii) complete the data on the Plat after improvements constructed at any time on the Parcel are completed by the Developer. In 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 the Declarant and Developer and each of them (and the 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 XIII, Paragraph 13. Each deed, mortgage, trust deed, other 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 the Declarant, Developer, and each of them, to make, sign, and record on behalf of each of the Unit Owners, holders and Persons described in this paragraph any amendment described in this paragraph. The power of attorney described in this paragraph shall terminate one (1) year from recording of this

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14. 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 finds 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.

#### ARTICLE XV

#### TRUSTEE'S EXCULPATION

<u>Trustee's Exculpation</u>. This Declaration is executed by NLSB, as Trustee aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm, or corporation hereafter claiming any interest under this Declaration that said Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 2644 to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by said Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust or then successor, and not by said Trustee personally, and further, that no duty shall rest upon NLSB, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied arising under the terms of this Declaration, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust, and after the Trustee has first been supplied with funds required for that purpose. In event of conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon said Trustee, the exculpatory provisions hereof shall be controlling.

IN WITNESS WHEREOF, the Declarant, has caused its name to be signed in these presents by its Tayst Office President and attested by its ULCE PRESIDENT this 215+ day of FERRUARY, 2003.



NLSB, not personally, but solely as Trustee under the Provisions of a Trust Agreement Dated March 11, 2002 and known as Trust No. 2644

By: Name: AQU Its: President TRUST OFFICER

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ATTEST:

a.		
By:	Sterrem (r. Blim	
Name:	STEVEN G. RIM	
Its:	VICE PRESIDENT	

STATE OF ILLINOIS	)	
	j	SS.
COUNTY OF COOK	)	

I, Lory Brescia, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Jo Ann Gleo son President and who is the Treest of NLSB, personally known to me to be the same Persons whose names are subscribed to the foregoing mistrument as such  $\sqrt{1CE}$  President and As so Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary Act and as the free and voluntary act of NLSB for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 210 day of --2003. "OFFICIAL SEAL" LORY K. BRESCIA Notary Public, State of Illinois My Commission Expires 04/04/05 stary Public 

My Commission Expires:

#### CONSENT OF MORTGAGEE

NLSB Bank, holder of a mortgage on the Property dated July 11, 2002, and Recorded September 19, 2002, as Document No. 0021026777, hereby consents to the execution and Recording of the within Declaration of Condominium Ownership and agrees that said mortgage is subject to the provisions of said Declaration and the Condominium Property Act of the State of Illinois,

IN WITNESS WHEREOF, the said NLSB Bank, has caused this instrument to be signed by its duly authorized officers on its behalf, all done at <u>Mauleway</u>, Illinois, on this <u>2157</u> day of February, 2003.

By:	STRIN	en (-	Rlin	۸	
Name:	STEN	ENT	BLI	m	
Its:	JICE	PRES	BIDE	TE	

ATTEST;

Bv: C	Prove One in a
Name:	JOBNAL GUERRAN
Its:	TRUST DEFICER



CHI99 3947425-5.065067.0011
STATE OF ILLINOIS	)	
		) SS.
COUNTY OF COOK		)

I LOTY Brescher a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIPOthat Jo Ann Gleason and

of NLSB Bank, personally known to me to be the same Persons whose names are subscribed to the foregoing instrument as such <u>VICE</u> President, and <u>ASS</u> Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2 a day of February, 2003. "OFFICIAL SEAL" LORY K. BRESCIA Notary Public, State of Illinois Motary Public Motary Public mmission expires:

My Commission expires: 05

#### EXHIBIT A

THAT PART (LYING BETWEEN HORIZONTAL PLANES OF 702.95 AND 714.98 FEET, ACCORDING TO NATIONAL GEODETIC VERTICAL DATUM OF 1929), OF THE EAST 65 FEET OF THE SOUTH 26 FEET OF LOT 2 IN BLOCK 1 IN CHRISTIAN ANDRES SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED APRIL 3, 1879 AS DOCUMENT NUMBER 216647, TOGETHER WITH THE EAST 65 FEET OF LOT 3 IN BLOCK 1 IN SAID SUBDIVISION, TOGETHER WITH THE EAST 65 FEET OF THE NORTH 28 FEET OF LOT 4 IN BLOCK I IN SAID SUBDIVISION, TOGETHER WITH THE EAST 46.5 FEET OF THE SOUTH 14 FEET OF THE NORTH 42 FEET OF SAID LOT 4 IN BLOCK 1 IN SAID SUBDIVISION THAT PART OF LOT 3 IN BLOCK 1 OF SAID CHRISTIAN ANDRES SUBDIVISION, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2.00 FEET WEST OF THE EAST LINE AND 19.08 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 00°00'00" WEST FOR A DISTANCE OF 13.88 FEET; THENCE NORTH 90°00'00" WEST FOR A DISTANCE OF 58.40 FEET; THENCE NORTH 00°00'00" EAST FOR A DISTANCE OF 13.88 FEET; THENCE NORTH 90°00'00" EAST FOR A DISTANCE OF 58.40 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

P.I.N.(S): 28-30-308-009, 012, 020, 024

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#### EXHIBIT B

#### PERCENTAGE OF OWNERSHIP INTEREST TABLE FOR CONDOMINIUM UNITS IN PARK OAKS COMMERCIAL CONDOMINIUM 17314-17322 SOUTH OAK PARK AVENUE <u>TINLEY PARK, ILLINOIS 60477</u>

	Percentage
	of Ownership
	Interest in
Unit	Common Elements
17314	25%
17316	25%
17320	25%
17322	25%

Total

100%

#### EXHIBIT C

#### BYLAWS OF

#### PARK OAKS COMMERCIAL CONDOMINIUM ASSOCIATION

#### **ARTICLE I**

#### **General Provisions**

The Association is responsible for the overall administration of the Commercial Condominium, through its duly elected Board. Whether or not incorporated, the Association shall have such powers, not inconsistent with the Act, as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments.

#### ARTICLE II

#### Members

Section 1. Classes of Members, Membership, and Termination Thereof. The Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with the condominium or the Association, during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner arising from, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

(a) Until the date of the first annual meeting of the members, as provided in Article III, Section 1 hereof, no member of the Association shall have the right to elect the Board of Managers. All such members of the Board of Managers shall be appointed and shall hold office as provided in Article VI, Section 2 of these By-Laws.

(b) Commencing with the date of the first annual meeting of the members, the total number of votes of all members shall be 100. Each member shall be entitled to the number of votes equal to his percentage ownership interest in the Common Elements (as defined in the Declaration) times 100 at the time any matter is submitted to a vote of the members.

(c) If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. If only one of such persons constituting such Unit Owner is present, he shall be entitled to cast the votes allocated to such Unit. If more than one of such persons constituting such Unit owner are present, the votes allocated to such Unit may be cast only in accordance with the agreement of a majority in interest of such persons. Agreement by a majority in interest of such persons shall be deemed to exist if any of such persons cast the votes allocated to such Unit without protest being made promptly to the person presiding over the meeting by any such persons constituting such Unit Owner.



(d) Any specified percentage of the members, whether majority or otherwise, for purposes of voting or for any other purpose, wherever provided in these By-Laws, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the Condominium as provided in the Declaration, provided, however, that when 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes as provided herein, any percentage vote of the members specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

Section 2. Transfer of Membership. Membership in this Association is not transferable or assignable, except as provided in Article II, Section 1 hereof.

#### ARTICLE III

#### Meetings of Members

Section 1. Annual Meeting. The first annual meeting of the members shall be held on such date as is fixed by the Developer, which date shall in no event be later than the earlier of (a) three years from the date the Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, (b) sixty (60) days from the date when 75% of the Units have been conveyed by the Declarant, or (c) such earlier time as selected by the Developer. Thereafter, an annual meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held on such date as is selected by the Board which date is within thirty (30) days before or after the anniversary of the first annual meeting of the members. If the election of Members of the Board shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

Section 2. Special Meetings. Special meetings of the members may be called by the Board, the President, or not less than 20% of the members. All matters to be considered at special meetings of the members called by not less than 20% of the members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the members called to consider such matters.

Section 3. Place and Time of Meeting. All meetings of the members shall take place at 8:00 P.M., in some section of the Building designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the Board or the person or persons calling the meeting.

Section 4. Notice of Meetings. Written or printed notice stating the purpose, place, day and hour of any meeting of members shall be mailed or delivered to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting, except that the notice of the first annual meeting of the members shall be given at least twenty-one (21) days prior thereto. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid.

Section 5. Quorum. The members present at a meeting in person or by proxy, holding 75% of the votes which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

Section 6. Proxies. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution. Every proxy must bear the date of its execution.

Section 7. Manner of Acting. Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of more than 50% of the members represented at such meeting. The following matters shall require the affirmative vote of 66-2/3% or more of all the members at a meeting duly called for that purpose:

Merger or consolidation of the Association;

(b) Sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all, of the property and assets of the Association; or

(c) The purchase and sale of land or Units on behalf of the Unit Owners.

#### **ARTICLE IV**

#### Board

Section 1. In General. The affairs of the Association shall be managed by its Board of Managers, which shall act as the Board of Managers of the Condominium as provided in the Act and the Declaration.

Section 2. Number, Tenure and Qualifications. The number of members of the Board shall be three. Until the date of the first annual meeting of the members as hereinabove provided, the members of the Board shall be the directors named in the Articles of Incorporation of the Association, if the Association is incorporated; otherwise, the members of the Board shall be as appointed by the Developer. Such members of the Board shall hold office until the first annual meeting of the members. Commencing with the date of the first annual meeting of the members, the members of the Board shall each be elected at large solely by, from and among, the members. Each member of the Board shall serve for a term of one year and until his successor shall have been elected and qualified. The Board elected at such first annual meeting shall be the initial Board of Managers, as provided in the Act. Each member of the Board shall hold office without compensation. Only a member of the Association may be a member of the Board. In the event that a member of the Association is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a member of the Board. Notwithstanding the above, only one person from each Unit may be a member of the Board. A member of the Board may succeed himself in office.

Section 3. Election. At each annual meeting of the members, the members shall be entitled to vote on a cumulative basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

Section 4. Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of members. The Board shall, by regulations which the Board may, from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four times per year.

Section 5. Special Meetings. Special meetings of the Board may be called by or at the request of the President or any two members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

Section 6. Notice. Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Association and all members of the Board not calling the meeting at least 48 hours prior to the date of such special meeting. Written notice of regular meetings of the Board shall be mailed or delivered to all members of the Association at least 48 hours prior to the date of such meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his address as it appears on the records of the Association, with proper postage thereon prepaid. The business to be transacted at, or the purpose of any, regular or

C-3





special meeting of the Board, shall be specified in the notice. Notices of a regular meeting of the Board need not be served on members of the Board. However, copies of said notices of meetings of the Board shall be posted in entranceways or other conspicuous places in the Building designated by the Board at least 48 hours prior to the meeting.

Section 7. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the members of the Board are present at the commencement of said meeting, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

Section 8. Manner of Acting. The act of a majority of the members of the Board present at the meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in the Condominium Instruments.

Section 9. Vacancies. Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board shall be filled by a two-thirds vote of the remaining members of the Board. A member elected by the Board to fill a vacancy shall serve until the next meeting of the members; provided that if a petition is filed with the Board signed by members holding 20% of the votes of the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of office of his predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing of such petition. Members of the Board, including those appointed by the Developer, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If, as a result of the death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members may be called to fill all vacancies for the unexpired terms of the members may be called to fill all vacancies for the unexpired terms of the members of the Board.

Section 10. Removal. From and after the date of the first annual meeting of the members, any member of the Board may be removed from office by the affirmative vote of 75% of all the members of the Association at a special meeting called for such purpose.

Section 11. Adoption of Rules and Regulations. All rules and regulations, or amendments, thereto, shall be adopted by the Board after a meeting of the members called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, which rules and regulations conform to the requirements of Section 18(b) of the Act, and the Declaration, and these By-Laws. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. Such rules and regulations shall be effective sixty (60) days after their adoption, provided that the members may veto the rule or regulation at a special meeting of the members called for such purpose, and held before the effective date of the rule or regulation, by a vote of 75% of all the members of the Association.

Section 12. Open Meetings. All meetings of the Board, whether regular or special, shall be open to the members of the Association, except for meetings:

(a) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;

(b) to consider information regarding appointment, employment, dismissal of an employee; or

(c) to discuss violations of rules and regulations of the Association or a Member's unpaid share of Common Expenses.

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C-4

Any vote on the above matters shall be taken at a meeting or portion thereof open to any member. Any member may record the proceedings at meetings required to be open by the Act or these By-Laws by tape, film, or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings.

#### **ARTICLE V**

#### Officers

## Section 1. Officers. The officers of the Association shall be a President, a Treasurer and a Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board, from among the members of the Association, provided the President must also be a member of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer may hold more than one office. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

Section 3. Removal. Any officer elected by the Board may be removed by a majority vote of the members of the Board.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other instruments which the Board has authorized to be executed and any amendment to the Operating Declaration, the Condominium Declaration or Plat as provided in the Act, and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 6. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

Section 7. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; receive all notices on behalf of the Association and, together with the President, execute on behalf of the Association amendments to Condominium Instruments and other documents as required or permitted by the Declaration, these By-Laws or the Act; be custodian of the records and, if incorporated, of the seal of the Association, if any, and, if the Association is incorporated, see that the seal of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

#### **ARTICLE VI**

#### Powers and Duties of the Association and Board

Section 1. General Duties, Powers, Authority. of the Board. The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act and the Condominium Instruments, including, but not limited to the following:

(a) operation, care, upkeep, maintenance, replacement and improvement of the Common Elements;

(b) preparation, adoption and distribution of the annual budget for the Property;

(c) levying of assessments;

(d) collection of assessments from Unit Owners;

(e) employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;

(f) obtaining adequate and appropriate kinds of insurance;

(g) owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it;

(h) adoption and amendment of rules and regulations covering the details of the operation and use of the Property in accordance with the requirements of Section 18(b) of the Act;

(i) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(j) having access to each Unit, from time to time, as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units;

(k) to borrow money at such rates of interest as it may determine; to issue its notes, bonds and other obligations to evidence such borrowing; and to secure any of its obligations by making a mortgage or giving a security interest in all or any of its property or income, provided if such mortgage or security interest encumbers all or substantially all of the assets of the Association, the approval of the members shall first be obtained pursuant to Article III, Section 7, of these By-Laws;

(l) pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium (other than assessments on Units not owned by the Association);

(m) impose charges for late payments of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association;

assign its rights to future income, including the right to receive Common Expenses assessments;

(0) record the dedication of a portion of the common elements to a public body for use as, or in connection with, a street or utility where authorized by the members under the provisions of Section 14.2 of the Act;

(p) record the granting of an easement for the laying of cable television cable where authorized by the members under the provisions of Section 14.3 of the Act;

(q) seek relief on behalf of all unit owners when authorized pursuant to subsection (c) of Section 10 of the Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body; and

(r) to reasonably accommodate the needs of a handicapped Unit owner as required by the Human Rights Act in the exercise of its powers with respect to the use of common elements or approval of modification in an individual Unit.

In the performance of their duties, the officers and members of the Board shall exercise, whether appointed by the Developer or elected by the members, the care required of a fiduciary of the Unit Owners.

Section 2. Specific Powers and Duties.

- (a) Anything herein contained to the contrary notwithstanding, the Association shall have the power:
  - (i) to engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice;
  - (ii) to engage the services of any person (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel;
  - to establish or maintain one or more bank accounts for the deposit of any funds paid to, or received by, the Association.

(b) The Association shall acquire and make arrangements for, and pay for out of the Maintenance Fund, in addition to the manager, managing agent or other personnel above provided for, the following:

- water, waste removal, heating, electricity, telephone or other necessary utility service for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof all as provided in the Operating Declaration;
- such insurance as the Association is required or permitted to obtain as provided in the Operating Declaration and in the Condominium Declaration;
- (iii) snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the Limited Common Elements) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right

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and duty to acquire the same for the Common Elements. Anything in the foregoing to the contrary notwithstanding, and except where the need for repair or replacement is due to the act or omission of an Unit Owner, guest, occupant, invitee, business invitee, contractor, agent, employee, officer, director, family member or pet, the Association shall be responsible for the repair and replacement (and cleaning of the exterior surfaces) of all windows;

- (iv) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein;
- (v) any amount necessary to discharge any mechanics' lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Association constitute a lien against the Property or against the Common Elements, rather than merely against the interest of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of a lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of the lien or liens shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses;
- (vi) maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said Unit Owner; provided that the Association shall levy a special assessment against such Unit for the cost of said maintenance or repair and the amount of such special assessment 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 in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses;
- (vii) maintenance and repair (including payment of real estate taxes and common expenses) with respect to any Unit owned by the Association;

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(c) All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Association, and a written memorandum thereof prepared and signed by the treasurer. There shall be no structural alterations, capital additions to, or capital improvements on, the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Ten Thousand Dollars (\$10,000) without the prior approval of 66-2/3 percent of the Unit Owners.

(d) Each year on or before November 1st, the Board shall estimate the annual budget of Common Expenses ("Annual Budget") including: The total amount required for the cost of wages, materials, insurance, services and supplies (which amount may be included as part of the cost of compliance with the Operating Declaration) which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount necessary for a reserve for contingencies and repair and replacement of the Common Elements, all anticipated assessments and income and each Unit Owner's proposed Common Expense assessment. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days prior to the adoption thereof. The Association shall give Unit Owners notice as provided in Section 4, Article III of the By-Laws of the

C-8

CHI99 3947425-5.065067.0011

meeting of the Board at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted. Said Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before January 1st of the ensuing year, and the 1st day of each and every month of said year. The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

If an Annual Budget adopted by the Board requires assessments against the Unit Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by Unit Owners with 20% of the votes of the Association filed within 14 days of the Board action, shall call a Special Meeting of the Unit Owners within 30 days of the date of filing of the petition to consider the Annual Budget. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the Annual Budget, it shall be deemed to be ratified, whether or not a quorum is present. If a majority of the votes of the Unit Owners will be called to consider the Annual Budget. If a quorum is not present at such second meeting, the Annual Budget shall be deemed to be ratified. If a majority of votes of the Unit Owners are cast to reject the Annual Budget at a Special Meeting of the Unit Owners; a meeting of the Board shall be held within 30 days of the date of such Special Meeting of the date of such Special Meeting of the unit Owners; a meeting of the Board shall be held within 30 days of the meeting to reject the Annual Budget to send to the Unit Owners are cast to reject the Annual Budget at a Special Meeting of the Unit Owners; a meeting of the Board shall be held within 30 days of the date of such Special Meeting to prepare a revised Annual Budget to send to the Unit Owners together with a notice of the meeting of the Board at which adoption of such Annual Budget will be considered.

In determining whether assessments exceed 115% of similar assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the Common Elements, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

On or before the 1st day of April of each calendar year commencing 2003, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves. Upon written request of any lender the Association shall prepare and furnish within a reasonable time an audited financial statement of the Association for the preceding calendar year. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added, according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after rendering of the accounting.

The Association shall provide for a reasonable Reserve for operations, contingencies, repair and replacement of the common Elements. To establish such Reserve, the Developer shall collect from each Unit Owner upon conveyance by the Declarant of a Unit to such Unit Owner, an amount equal to no less than one-fourth of the Annual Budget as initially established by the Developer and allocable to such Unit, and shall remit such amount to the Association. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserve. In addition, the Association shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency upon such conditions as the Association deems appropriate. If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any non recurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Association may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Association may determine. The Board shall serve notice of such further assessment on all Unit Owners (in the manner provided in the By-Laws) by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Association, provided, however, that in the event such further assessment with respect to any Unit exceeds the greater of five (5) times such Unit's most recent monthly installment of Common Expenses, or \$300, such further assessment for all Units shall not be effective until

approved by 75% of the Unit Owners at a meeting of Unit Owners duly called for such purpose. All Unit Owners shall be obligated to pay the further assessment.

The failure or delay of the Association to prepare or serve the annual or adjusted budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owner's obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the new monthly assessment payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed.

Anything herein or in the Declaration to the contrary notwithstanding, the Association may charge to fewer than all Unit Owners such portion of the insurance premium for insurance the Association is required or permitted to obtain which reflects increased charges for coverage on the Units owned by such Unit Owners, on such reasonable basis as the Association shall determine. Such charge shall be considered a common expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Declaration.

(e) The Association shall keep full and correct books of account and the same shall be open for inspection by any Unit Owner or any representative of a Unit Owner only authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of up to 10% of the balance of the aforesaid charges and assessments for each month, or part thereof, that said balance, or any part thereof remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs may at the option of the Board and following five (5) days written notice to the Unit Owner accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien thereof, as provided by law; and there shall be added to the amount due, the costs of suit, together with legal interest, late charges and reasonable attorneys' fees (incurred prior to the initiation of any court action and after any court action), and costs of collection. In addition, the Association may also take possession of the defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit. Each such assessment, together with interest, costs, and attorneys' fees shall also be the personal obligation of the person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them, or required by applicable law.

(g) Upon ten (10) days notice to the Association, and the payment of a reasonable fee fixed by the Association not to exceed Fifteen Dollars (\$15), any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

(h) Any mortgage or trust deed owned or held by a First Mortgagee and recorded prior to the recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate

interest in the Common Elements free from claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

(i) The Association may, pursuant to the provisions of Section 11, Article IV of these By-Laws, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the Common Elements and the Units, not inconsistent with the terms of the Declaration or the Operating Declaration, as it sees fit, and the Unit Owners shall conform to, and abide by, such rules and regulations. Written notice of such rules and regulations shall be delivered to all Unit Owners and occupants. A violation of such rules and regulations shall be deemed a violation of the terms of the Declaration.

(j) Nothing hereinabove contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

(k) Except as provided in sub-paragraph (f) of this Article with respect to legal action for collection of unpaid maintenance expenses, and for the enforcement of liens with respect thereto, or with respect to enforcement of liens or other litigation for collection of unpaid Common Expenses, the Association shall not commence litigation, either in its own name or on behalf of the Unit Owners, without the affirmative approval of 75% of the Unit Owners obtained at an annual meeting of the Unit Owners or a special meeting of Unit Owners called for such purpose.

#### **ARTICLE VII**

#### Contracts, Checks, Deposits and Funds

Section I. Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Association. In the absence of such determination by the Association, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

Section 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositaries as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

#### ARTICLE VIII

#### Books and Records

Section 1. Maintaining Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board and committees having any of the authority of the Board.

Section 2. Availability for Examination. The manager or Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agents or attorneys:

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(a) Copies of the recorded Declaration and By-Laws and any amendments, Articles of Incorporation of the Association, if incorporated, annual reports, if incorporated, and any rules and regulations adopted by the Association or the Board and shall be available. Prior to the first annual meeting of members of the Association, the Developer shall maintain and make available the records set forth in this subsection (a) for examination and copying;

(b) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the association shall be maintained;

(c) The minutes of all meetings of the Association and the Board shall be maintained. The Association shall maintain these minutes for a period of not less than 7 years;

(d) Such other records of the Association as are available for inspection by members of a not-forprofit corporation pursuant to Section 25 of the General Not-For-Profit Corporation Act, approved July 19, 1943, as amended, shall be maintained; and

(e) A record giving the names and addresses of the members entitled to vote.

A reasonable fee may be charged by an Association or the Board for the cost of copying.

#### ARTICLE IX

#### Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

#### ARTICLE X

Seal

If the Association is incorporated, the Board shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

#### ARTICLE XI

#### Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the articles of incorporation or By-Laws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE XII

#### Amendments to By-Laws

These By-Laws, except paragraphs (d) and (h) of Section 2 of Article VI, Article XIV and this Article XII, may be altered, amended or repealed and new By-Laws may be adopted upon the affirmative vote of 75% of all of the members at a regular meeting or at any special meeting called for such purpose, by recording an instrument in

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writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by an authorized member of the Board and which contains an affidavit by an officer of the Association certifying that the necessary affirmative vote of the members of the Association has been obtained. Article XIV, this Article XII and paragraphs (d) and (h) of Section 2 of Article VI may be amended as set forth in ARTICLE XIII, Sec. 6 of the Declaration.

#### **ARTICLE XIII**

#### Indemnification

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a member of the Board or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of <u>nolo contendere</u> or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of <u>nolo contendere</u> or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

To the extent that a member of the Board or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first two paragraphs of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of members of the board who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the members of the Board or the officer of the Association to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

The sums necessary to discharge the obligations of the Association under this Article shall be common expenses.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board, or otherwise, both as to action in his official capacity and as to action in other capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board or an officer of the Association.

#### **ARTICLE XIV**

#### Construction

(a) Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Operating Declaration or the Condominium Declaration. The Operating Declaration, Condominium Declaration and these By-Laws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency or conflict between these By-Laws, the Declaration, the provisions of the Declaration shall control.

(b) All words and terms used herein which are also used in the Operating Declaration and Condominium Declaration shall have the same meanings as provided for such words and terms in the Operating Declaration and Condominium Declaration.

(c) In the event the Association is incorporated, the words, "Board of Directors" and "Director" shall be substituted for the words "Board" and "Member of the Board," respectively, wherever they appear herein.

# EXHIBIT ATTACHED

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Prepared by: Thomas F. Courtney, Sr. Thomas F. Courtney & Assocs. 7000 W. 127<sup>th</sup> Street Palos Heights, IL 60463 (708)448-4400 Email: thomascourtneysr@thomasfcourtney.com

#### FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR PARK OAKS COMMERCIAL CONDOMINIUM 17314-17322 South Oak Park Avenue Tinley Park, IL 60477

THIS FIRST AMENDMENT TO THE DECLARATION OF PARK OAKS CONDOMINIUM ASSOCIATION, is made and entered into this \_\_\_\_\_\_ day of October 2018, by and between FIRST MIDWEST BANK as Trustee under Trust Agreement dated September 7, 2011, and known as Trust #9128, the Owner of Unit 17322, the BOARD OF DIRECTORS OF THE PARK OAKS COMMERCIAL CONDOMINIUM on behalf of the Condominium Association with the consent of all the OWNERS OF COMMERCAL CONDOMINIUMS, (hereinafter referred to as the "ASSOCIATION"):

#### WITNESSETH THAT:

WHEREAS, FIRST MIDWEST BANK as Trustee under Trust Agreement dated September 7, 2011, is the fee simple Owner of UNIT 17322, ("Unit 17322"). and the LIMITED COMMON ELEMENT described in the survey EXHIBIT D attached to the DECLARATION OF CONDOMINUIM recorded as DOCUMENT NO. 0030268214, recorded on February 26, 2003, in the Office of the Recorder of Deeds, of County, IL.

WHEREAS, Unit 17322 intends to improve its Limited Common Element with the construction of a single-story addition consistent with the overall design and appearance of the Condominium building.

WHEREAS, the BOARD OF DIRECTORS OF THE PARK OAKS COMMERCIAL CONDOMINIUM, on behalf of the Park Oak Commercial Condominium with the Consent of all of the Owners agrees to file its application for a building permit to construct an addition for the benefit of Unit 17322 for a building permit and height variation with the Village of Tinley Park, IL 60477.

WHEREAS, the BOARD OF DIRECTORS OF THE PARK OAKS COMMERCIAL CONDOMINIUM, as the owner of the common elements consents to the construction of the single-story building on the condominium land in the area designated as a Limited Common Element in Exhibit "A" in the Plat of Declaration of Park Oaks Commercial Condominium, recorded as document no. 0030268214, in the Office of the Recorder of Deeds of Cook County, IL.

WHEREAS, the BOARD OF DIRECTORS OF THE PARK OAKS COMMERCIAL CONDOMINIUM, will execute any documents necessary or required by the Village of Tinley Park concerning the construction of a single-story building adjoining and attached to the south wall of the condominium structure at the expense of Unit 17322.

WHEREAS, the BOARD OF DIRECTORS OF THE PARK OAKS COMMERCIAL CONDOMINIUM, authorizes Attorney Thomas F. Courtney, Sr., and the Law Firm of Thomas F. Courtney Attorneys at Law to appear on its behalf before the Village of Tinley Park at the expense of the Owner of Unit 17322, and to execute any documents necessary or required by the Village of Tinley Park concerning the

construction of a single-story building adjoining and attached to the south wall of the condominium structure at the expense of Unit 17322.

WHEREAS, the BOARD OF DIRECTORS OF THE PARK OAKS COMMERCIAL CONDOMINIUM, authorizes James Vroegh to appear on its behalf as its representative before the Village of Tinley Park at the expense of the Owner of Unit 17322, and to execute any documents necessary or required by the Village of Tinley Park concerning the construction of a single-story building adjoining and attached to the south wall of the condominium structure at the expense of Unit 17322.

NOW THEREFORE,

A: The legal description for the Property is:

UNITS

l. <u>Description</u>. All four (4) Commercial Units located on the Property are delineated on the survey, referred hereto as Exhibit D and made a part of this Declaration and are legally described as follows:

"UNITS 17314, 17316, 17320, 17322 in Park Oaks; Commercial Condominium as delineated on the Plat of survey of the following described Parcel of real estate:

THAT PART (LYNG BETWEEN HORIZONTAL PLANES OF 702.95 AND 714.98 FEET, ACCORDING TO NATIONAL GEODETIC VERTICAL DATUM OF 1929), OF THE EAST 65 FEET OF THE SOUTH 26 FEET OF LOT 2 IN BLOCK 1 IN CHRISTIAN ANDRES SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED APRIL 3, 1879 AS DOCUMENT NUMBER 216647, TOGETHER WITH THE EAST 65 FEET OF LOT 3 IN BLOCK 1 IN SAID SUBDIVISION, TOGETHER WITH THE EAST 65 FEET OF THE NORTH 28 FEET OF LOT 4 IN BLOCK 1 m SAID SUBDIVISION, TOGETHER WITH THE EAST 46.5 FEET OF THE SOUTH 14 FEET OF THE NORTH 42 FEET OF SAID LOT 4 IN BLOCK 1 IN SAID SUBDIVISION THAT PART OF LOT 3 IN BLOCK 1 OF SAID CHRISTIAN ANDRES SUBDIVISION, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A PONT 2.00 FEET WEST OF THE EAST LINE AND 19.08 FEET SOUTH OF THE NORTH LINE OF SAD LOT 3: THENCE SOUTH 00°00'00 WEST FOR A DISTANCE OF 13.88 FEET; THENCE NORTH 90º00'00" WEST FOR A DISTANCE OF 58.40 FEET; THENCE NORTH 00º00'00" EAST FOR A DISTANCE OF 13.88 FEET; THENCE NORTH 90°00'00" EAST FOR A DISTANCE OF 58.40 FEET TO THE POINT OF BEGINNING; ALL IN COOK COLNTY, ILLINOIS,

P.I.N.(S): 28-30-308-029, 1001,1002, 1003, 01004

B. The BOARD OF DIRECTORS OF THE PARK OAKS COMMERCIAL CONDOMINIUM, authorizes James Vroegh, Unit Owner of 17322, to file application for a building permit, building application and zoning variation with the Village of Tinley Park, IL 60477.

C. The BOARD OF DIRECTORS OF THE PARK OAKS COMMERCIAL CONDOMINIUM, will execute any documents necessary or required by the Village of Tinley Park concerning the construction of a single-story building adjoining and attached to the south wall-of the condominium structure.

D. Pursuant to the Declaration, the ARTICLE VIII, 3. The BOARD OF DIRECTORS OF THE PARK OAKS COMMERCIAL CONDOMINIUM, consents and approves the "Alterations and Additions or Improvements to the south condominium common element wall adjoining the south wall of Unit 17322 on its Limited Common Element.

C. The UNIT OWNER shall pay for the property and liability insurance cost for the improvements for their fair market value all risk and provide the ASSOCIATION with evidence of continuous coverage as an additional insured.

D. The UNIT OWNER shall own and pay for the improvements constructed on the Limited Common Element.

E. The UNIT OWNER shall bear the cost of all maintenance, repairs and replacements for the improvements constructed on the Limited Common elements, and PARTY WALL in a first-class condition.

F. The percentages of Ownership in the ASSOCIATION by UNIT 17322 shall remain at 25%.

G. JAMES VROEGH holds harmless and will defend, indemnify and hold harmless the Association of Unit Owners and the Board of Directors of Park Oaks Commercial Condominium from any and all claims, demands, lawsuits, causes of action, loss, liability, injury and/or damage of any kind whatsoever including without limitation all claims for property damage, monetary loss, personal injury, equitable relief, and/or wrongful death, whether brought by an individual or other entity or imposed by a court of law or by administrative action of any federal, state or local governmental body or agency that arises out of any acts negligence, omission or willful misconduct in any way from this agreement. This indemnification applies to and includes, without limitation, the payment of all penalties, judgments, fines, awards, attorneys' fees degrees and related costs or expenses and any reimbursements incurred.

FIRST MIDWEST BANK as Trustee under Trust Agreement dated September 7, 2011, and known as Trust #9128.

#### Association:

The BOARD OF DIRECTORS OF THE PARK OAKS COMMERCIAL CONDOMINIUM, and the consent of all of the OWNERS OF CONDOMINIUMS, diereinafter referred to as the "ASSOCIATION"):

Secretary

### Consented to by all Owners of Record:

By:

By

Attest: /

its President

Hoekstra Chiropractic LLC, an Illinois Limited liability Company Owner Unit 17314: Permanent Tax No. 28-30-308-029-1001 Common Address: 17314 S. Oak Park Ave., Tinley Park, IL 60477

By:

Tinley Park Chamber of Commerce Owner Unit 17316: Permanent Tax No. 28-30-308-029-1002 Common Address: 17316 S. Oak Park Ave., Tinley Park, IL 60477

its President

Tinley Park Apothecary, LLC, an Illinois Limited Liability Company. Owner Unit 17320: Permanent Tax No. 28-30-308-029-1003 Common Address: 17314 S. Oak Park Ave., Tinley Park, IL 60477

its Officer Authorized Signer

its President (EKCUTIVEDIVECTOr)

Authorized Signer

FIRST MIDWEST BANK as Trustee under Trust Agreement dated September 7, 2011, and known as Trust #9218.Owner Unit 17322: Permanent Tax No. 28-30-308-029-1004 \* and not personally Common Address: 17322 S. Oak Park Ave., Tinley Park, IL 60477

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No. 9128, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions stipulations, covenants and/or statements contained in this instrument.





## PARK OAKS

RETAIL & RESDENTIAL TINLEY PARK, IL

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## Tinley Park Place/ Park Ocks

то:	THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES
FROM:	THE TINLEY PARK LONG RANGE PLAN COMMISSION
SUBJECT:	THE MINUTES OF THE OCTOBER 18, 2001, MEETING
PRESENT:	Chairman Ron Bruning and Commissioners: Bob McClellan, Bill Reidy, Dan Riordan, Rita Walker and Larry Zielinski
GUESTS:	Dave Seaman - Liaison Trustee, Dave Samuelson - Planning Director, Ken Dunn - Fire Prevention Admin/Fire Chief and Thomas Durkin, Planning Director with Arete' 3, Ltd., in Tinley Park, IL Petitioner
ABSENT:	Commissioners: Debbie Blanusha, Maureen McLeod and Cal Schipma

#### ITEM #6: ARETE' 3, LTD. MIXED-USE BUILDING, 17318 S. OAK PARK AVE. - SITE PLAN APPROVAL

Thomas Durkin, Planning Director with Arete' 3, Ltd., in Tinley Park, IL., was present to request Site Plan Approval for a Mixed-Use Building, located at 17318 S. Oak Park Ave., under the newly approved H-1 Historic District Zoning Ordinance. The history of this project began some number of years ago. The property was originally owned by School District #146. The Village purchased the property from District #146 when the District relocated their Administration Building. The Village then extended Public Parking to the rear of the property and sent out a request for proposals for the purchase and development of the front portion of the property. As-built plans from Robinson Engineering, who provided the design for the existing parking lot, were presented. Prior to the construction of the parking lot, there were approximately 20 parking spaces existing in the rear of the three existing businesses, between 173<sup>rd</sup> Pl. and the subject property. The Village constructed 30 additional parking spaces for the existing businesses and to spur Commercial development along the property at 17318 S. Oak Park Ave. The Village chose a Developer from the proposals received in the past, and Site Plans were submitted to the Long Range Plan Commission and the Village. The Developer at that time could not continue with the project because of economic reasons. Arete' 3 Ltd. were then contacted as the chosen Developer for this parcel of property.

Negotiations on the type of project, what is to be included, and architectural styles began. From the initial response to the RFP, and discussions with the Village, was the construction of a 3-story building with Retail Space on the first floor and a total of 8 Condominium Units on the Second and Third Floors. This is an economically viable project at this location. There were numerous meetings with Village Staff, the Historic Preservation Commission, Main Street Commission, the Planning and Transportation Committee of the Village Board and the full Village Board, to come up with the façade for the building as presented tonight. None of the parameters of the project have changed from the inception to where we are today, with retail on the firstfloor and two floors of Condominiums above that.

During development of the Site Plans for this project and laying out the Site Plan there were concerns with the amount of parking in the downtown area. The Petitioners wished to include additional parking to what is provided by the Village and the public parking lot. The building footprint is approximately 98' wide by 60' deep, meeting the requirements of the H-1 Zoning District in terms of Setbacks and every other requirement of the Ordinance. They are able to provide 15 new parking spaces adjacent to the existing public parking lot constructed by the Village. They had to reduce the number of existing parking spaces by two, leaving a net gain of 13 parking spaces over and above those provided in the rear of the property. This would be public parking, not directly tied to the proposed building. Of the 13 parking spaces, an 8-Unit Garage is proposed to be allocated to the 8-Condominium Units proposed on the second and third floors of the building. Each Condominium would be provided one (1) covered parking space. Discussions occurred between Village Staff and Arete' 3 regarding the possibility of a permit parking situation, which the Condominium owners could park in this area, if spaces are available, but no permitted parking would be allowed during daytime or business hours. They are working on a development and purchase agreement for the property with the Village, and this is part of the agreement.

To the South of the building a possible outdoor area is proposed for use by a coffee shop, or something along those lines, who would benefit from having a location with an outside portion of the building. Landscaping is limited on the property, and they are asking to cut diamonds in the parking lot for the planting of trees, which has been successful at other projects, and breaks up the expanse of the parking lot. Trees would be added along Oak Park Ave., with landscaping to the South, and possibly on the rear of the building.

Spaces to the North on the Site Plan are potential Village parking, and not a part of this development. There is a possibility for additional parking here, if the Village and the property owner can come to an agreement. The Village long term parking plan is to continue the two back rows of parking in the aisle, up to the back of the properties to continue to the North. The location of the proposed garages are within the existing parking spaces, and would not infringe upon the aisle-way or prohibit an extension of parking along the rear of the properties. The project has been two years in the making and Arete' 3 is anxious to begin, after two years of planning and meetings.

Chairman Ron Bruning said that Trustee Seaman felt it necessary to send letters to the business persons and property owners in the general area of the property being discussed. This is normally done at a Public Hearing, but persons in the audience this evening are invited to examine the proposal and ask questions. Mr. Durkin emphasized that the additional parking being proposed would be public parking, owned by the Village, to be available to any businesses in the area and any new development that occurs.

Chairman Bruning asked if there were any questions from the audience.

Ken Dunn, Fire Prevention Admin/Fire Chief, asked if the refuse container shown to the West of the garages belonged to the proposed building. Mr. Durkin said that it is being proposed as part of the improvements to the property for the Condominiums and retail development. There have been discussions pertaining to refuse for this area and the other businesses in the area. Arete' 3 will work with the Village to find a solution that will benefit everyone in the area. Chairman Bruning asked if the property to the West is owned by the Developer. Mr. Durkin said that this property is owned by the Village, and this was the direction given by the Village for the refuse container.

Mike Clark, Owner of Ed & Joe's Pizza, said that the refuse container is currently being used for their dumpster, but, unfortunately it will not work in that location. The refuse trucks cannot get into that area, so another location would need to be found. Mr. Durkin said that they wish to work with everyone to get a refuse situation that can be serviced and of benefit to everyone. If it is necessary to enlarge the refuse container, relocate, or do something similar, they would be happy to work on it. Chief Dunn said that his only problem with the refuse area is the proximity to the proposed garages. Mr. Durkin said that the garages would be of brick construction to match the building, either as shown on drawings, in the same type of material or possibly some type of fencing would be proposed. These concerns would be discussed as they go through the agreement with the Village Board. Chief Dunn asked if there would be overhangs on the garage. Mr. Durkin said that there would be slight overhangs, which they could look at for fireproofing, and he understands the Chief's concerns.

Art Pierce, MainStreet Commission, said that the MainStreet Commission has reviewed this Site Plan, and, under the new H-1 Zoning Ordinance, they wish to make recommendations to the LRPC. The MainStreet Commission is in favor of the project, and believes it will add Commercial viability to the street and hopefully attract more patrons. However, they have four areas of concern, which may be addressed at this meeting.

The new Ordinance provides for pedestrian walkways, and, from the parking area on the street, they show 18' between the South of the proposed building and Wyman's building. Mr. Pierce asked if this would be totally enclosed by the trees shown, or would there be a walkway. Mr. Durkin answered that there is a 5' existing walkway in place, and there is 1' or 2' of space to Wyman's property line, which would remain open for Pedestrian Access to the parking. The proposed 24' x 18' Outdoor Patio Area may be smaller or larger, but will be off of that existing sidewalk, and will not enclose that sidewalk.

Mr. Pierce said that the other concerns of the MainStreet Commission were given in Memorandum format to the LRPC. Chairman Bruning said that he received this Memo at five o'clock this evening. The first issue was what impact the additional businesses would have on the existing 6 cubic yard dumpster which services the three existing businesses, and would this have to be addressed by Staff. The Site Plan does not show how the trucks would be able to service this area. Mr. Durkin said that, originally, the refuse container location was in the parking area itself. In meeting with Village Staff, the refuse container location was moved to the established area in the rear, and parking spaces were replaced where the dumpster located used to be located. The southernmost four parking stalls were also a way out of the rear parking area, and they were encouraged to modify the Site Plan to put the parking stalls back.

Mr. Pierce said that accessibility to the parking spaces to the West are another concern, if you drove from the North end to the South in the area. The MainStreet Commission has asked for an accessway and egress point to allow for traffic to exit safely, in their estimation. If you drive in and all of the spaces are filled, you must back out, which could be difficult for patrons. Scott Niehaus had informed him that to save on the possible loss of parking spaces, they would provide one space to serve as

TO:	THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES
FROM:	THE TINLEY PARK LONG RANGE PLAN COMMISSION
SUBJECT:	THE MINUTES OF THE APRIL 5, 2001, MEETING
PRESENT:	Chairman Ron Bruning and Commissioners: Debbie Blanusha, Maureen McLeod, Bob McClellan, Bill Reidy, Dan Riordan, Cal Schipma, Rita Walker and Larry Zielinski
GUESTS:	Dave Seaman – Liaison Trustee, Dave Samuelson – Planning Director, Officer Roger Barton - Police Department, Jerry Radecky - Zoning Administrator, Paul Cummins, Chairman – Historical Preservation Commission, Art Pierce - Historical Preservation and MainStreet Commissions and Charles Smith, President, Arete' 3 Ltd., Tinley Park, IL. – Petitioner
ABSENT:	None.

#### ITEM #4: ARETE' 3, LTD. MIXED-USE DEVELOPMENT, 17318 S. OAK PARK AVE. - CONCEPT APPROVAL FOR A SPECIAL USE PERMIT

This Item is to consider recommending to the Village Board to grant Concept Approval for a Special Use Permit in the B-3 General Business & Commercial Zoning District to allow for Residences above a Commercial Building located at 17318 S. Oak Park Ave.

Charles Smith, President, Arete' 3 Ltd., in Tinley Park, IL., was present to request a Special Use Permit to allow for Residences above a Commercial Building on the subject property. This would occur in the redevelopment of the vacant lot just north of Wyman's Framing on Oak Park Ave. The proposal is for a Two-Story, Mixed-Use Project to include four, 1,200 S.F. Retail Units on the first floor, and the two floors above would be 8 Residential Condominium Units, four per floor. The center of the building would house the elevator and stairs to the residential units, with two retail spaces to either side of the core. The development of the building would include the development and installation of the parking lot.

Since the meeting two weeks ago, the Site Plan has been redesigned, asking the Village to designate 8 parking spaces for the residents, as well as the development of a parking garage for the residential units on the far west end of the northwest corner of the lot.

This would allow for 8 enclosed plus 8 open parking spaces for the residents. There would be an additional 16 parking spaces designated for retail within the property. The area to the south of the building would act as a buffer, and could be a potential patio or dining area for a coffee-type entity.

The rendering of a superimposed photograph shows traditional store fronts along the streetscape, and the center core of white brick would be the entrance to the elevators that service the Condominium Units on the north and south side. There would be two Condominiums on each side facing Oak Park Ave., and four in back facing the west. The elevation on the west side of the building would be the same as the front with some modifications to the store fronts on the ground level. There would be access from the west end of the building also. There are numbers of variances to be requested for the residential above the commercial, as well as the Setbacks. This is a pilot building being used for the redevelopment of the Downtown area, with higher densities and Mixed-Use development.

Commissioner Rita Walker reported on meeting with the Petitioner and representatives from the Historical and MainStreet Commissions, and everyone seemed to be in favor of the look of the building and the overall concept. There was a good deal of discussion on the parking, and she is not sure if they have completely worked everything out, but this plan is at the Concept stage at this point.

Commissioner Maureen McLeod said that she agreed with the concept of the Residential Units above and the Commercial Units below as a Mixed-Use. She asked what time frame they are reflecting with regard to the look of the building. Mr. Smith said that there is no specific time frame for an exact historical reference, and that there was much discussion on this topic between various Boards and Board Committees. It took approximately eight months to develop and redevelop an elevation that the various Committees felt comfortable with. The Petitioner tried specific themes, and has now gone with something very eclectic, picking up elements with changes in brick color, texture and some of the treatments, to establish a palette to be used in developing the downtown area. In other downtown areas, such as Geneva and St. Charles, there are mixtures of different styles brought together. Commissioner McLeod said that she personally would like to see something gauged to a certain time frame that carries down Oak Park Ave. She would like to see a more turn-of-thecentury type architecture. Chairman Ron Bruning said that he has attended every meeting on this building and the subject Lot for the past eight months, and Mr. Smith had presented plans that Commissioner McLeod would have liked, that were not approved by the Finance and Economic Development Committee.

Commissioner Bob McClellan asked if the closed eight parking stalls would be garages. Mr. Smith said that it would be a multi-tenant garage. When a unit is purchased, they would get designated one outside parking space and one enclosed parking space. The building is basically an elevator 12-flat, with no Condominiums on the first floor. Commissioner McClellan asked if it is retail also on the back end of the building, and was advised that the retail heads straight through to the back.

Commissioner McLeod said she likes the outdoor café, and asked since it is so close to parking if there could be a buffer of landscaping. Mr. Smith said it is very important that this area provides mid-block circulation, allowing access from the parking lot to the commercial properties across the street. This is why the building is not built to the lot line.

Chairman Bruning said he feels the garages are an excellent idea, as he had a concern as to how parking would be monitored for the tenants. He feels the request for eight more spaces outside would be excessive, as he feels 1.5 parking places per Condominium Unit, especially in what would be called a Historic District, is more than appropriate. He feels that we are trying to put more density into these areas that would create some situations with parking he does not want to get into with future developers. He does not want to see parking spaces taken away from other businesses in the area and used for specific residences. Mr. Smith said that the Village requires 4 parking spaces per 1,000 square feet for retail, and they are trying to provide 3 parking spaces per 1,000 square feet on this site, and utilize additional parking in the Metra Lot. Employees must park at an open public lot. Mr. Smith said that the requirement for residential parking is 2.5 parking spaces per unit, and they are going down to 2 spaces per unit, to be more in tune with the parking situation. Chairman Bruning said that we are working on the H-1 Historic Overlay Zoning District, which would take these items into account, and he does not want to set precedents with the very first building, by having too many parking spaces utilized for this building.

Planning Director, Dave Samuelson, stated that the Petitioner had come before various Committees with different facade and building plans. The plan that the Commission sees before them is the plan that the Committee liked the best. He also said that this is only Concept Approval at this time, and that there are details and other items which must be worked on before the Public Hearing comes about. We are working with the Petitioner to develop this property under the aforementioned H-1 Historic Overlay District with regard to bulk zoning regulations.

A Motion was made by Commissioner Maureen McLeod, seconded by Commissioner Rita Walker to recommend to the Village Board to grant Concept Approval for a Special Use Permit in the B-3 General Business & Commercial Zoning District to allow for Residences, 8-Units, above a Commercial Building located at 17318 S. Oak Park Ave. Vote by roll call as follows: Ayes: Bill Reidy, Dan Riordan, Cal Schipma, Rita Walker, Larry Zielinski, Debbie Blanusha, Bob McClellan, Maureen McLeod and Chairman Ron Bruning. Nays: None. Abstain: None.

Vote: 9-0-0. Motion Carried.

#### TO: THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES

FROM: THE TINLEY PARK LONG RANGE PLAN COMMISSION

SUBJECT: THE MINUTES OF THE MARCH 15, 2001, MEETING

- **PRESENT:** Chairman Ron Bruning and Commissioners: Debbie Blanusha, Bob McClellan, Dan Riordan, Rita Walker and Larry Zielinski
- GUESTS: Dave Seaman Trustee Liaison, Dave Samuelson -Planning Director, Ken Dunn - Fire Prevention Admin/Fire Chief, Officer Roger Barton - Police Department, Jerry Radecky - Zoning Administrator, Art Pierce - Historical Preservation Commission, Mike Clark, Chairman -MainStreet Commission and Architect Charles Smith, President, Arete' 3 Ltd., in Tinley Park, IL. - Petitioner
- ABSENT: Commissioners: Maureen McLeod, Bill Reidy and Cal Schipma
- ITEM #6: Arete' 3 Ltd., Mixed-Use Development, 17318 S. Oak Park Ave. ~ Concept Approval For A Special Use Permit

This item is to consider recommending to the Village Board to grant Concept Approval for a Special Use Permit in the B-3 General Business & Commercial Zoning District to allow for Residences above a Commercial Building located at 17318 S. Oak Park Ave.

Architect Charles Smith, President, Arete' 3 Ltd., in Tinley Park, IL., was present to request Concept Approval for the development of Condominium Residences above a Commercial Building on the vacant property located at 17318 S. Oak Park Ave. The Petitioner stated that this project has been in the works for a number of months with a variety of different elevations and plans being used. Some type of agreement has been reached with regard to the elevation with the Finance and Economic Development Committee, and this was helped by the insertion of a proposed building into a photograph of the actual site, which Mr. Smith displayed and distributed.

The first floor would be retail space, with four Condominiums per floor above them, for a total of 8 Condominiums, totaling about 1,200 S.F. in size per unit. Each unit would have two bedrooms, a full bathroom and a half-bath. The ground floor would be four, 1,200 S.F. units for retail use. The elevations along the store fronts have been mixed to bring in a traditional downtown type of atmosphere rather than one, mass building. Each section of the building is different, incorporating different roof structures, balconies, limestone and decorative coins. The center has a gable and different color brick, which is the main core, to take you to the elevator and stairs for the residential section, signifying the entrance to the residential section. Using the same designs with different roofs and changing the brick breaks up the massive look of the building. This building is the approximate size of a twelve-flat building in town. It is slightly longer because of the center core for the elevator and stairs. The rear elevation would be the same as the front elevation with the possible exception of the store fronts, because of the use of less glass. The use of rear entrances would be determined by the users, with rear parking available. First floor Units are similar to a strip mall being 20' wide and 60' deep, for a 1,200 S.F. Unit.

Chairman Ron Bruning asked if the location of the elevators leading up to the residential sections would be open space. Mr. Smith said that there are four entrances to the condominiums that would feed into this area, and there would be access to the parking in the rear.

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Commissioner Debbie Blanusha asked if the Historical Preservation Commission has looked at these plans and Mr. Smith answered that they have not, at this point in time, in any great detail. Commissioner Blanusha asked if there were historical elements to this building, being as this proposed building would be in the Historic District. Mr. Smith said that this plan is modeled after some of the projects being done in the City of Chicago. The store fronts on the ground level historically brings in a classical store front, as seen in Geneva, St. Charles or downtown. Commissioner Blanusha said she was interested in the residential area. Mr. Smith said the coins and limestone accents, the keystone, and brick are not a specific to a Federal or Colonial style, as they tried to go to a variety of communities around Chicago and tried to establish some type of vernacular for the redevelopment of the downtown area. It is not based on a specific historic type of building.

Chairman Ron Bruning said he has attended various Village Board Committee Meetings, with three or four different presentations made at each meeting. The Mayor and Board of Trustees are striving for something that is the first of several to come to the downtown area, whether it is this or something else. The Board is trying to accomplish a multi-story, mixed-use type of development in the downtown area, especially along Oak Park Avenue, and possibly moving this theme down North St., South St., and some of the other areas in the old downtown district. Commissioner Blanusha said that, because this development is in the Historic District, when other businesses come through, we make sure that they are trying to replicate an historic building, if not enhancing a building
already considered a landmark. Chairman Bruning said that there is no historic significance to this new structure, but the Village is trying to start something by which to move to other types of units, which are similar but different in nature. Commissioner Blanusha said that she was interested in whether this building was replicating only Tinley Park, but now she is hearing we are heading in another direction.

Trustee Dave Seaman said that it is early on in the process of this new proposal, but the Main Street and Historic Preservation Commissions are more involved in what Oak Park Ave. should look like at this point in time, and, perhaps, the new multi-use, multi-story buildings can replicate what is there presently. The reality is that this has essentially been a farm community of peaked roofs, and that was the theme for some very nice buildings, like the Fulton Building, that are being carried forward, but there is no real historic Tinley Park look, per se, on the street. The challenge to Mr. Smith and his firm was to come up with a plan that did not look like a City of Chicago or Hinsdale downtown, but to develop some of the underlying themes that have been here.

Oak Park Ave. will have peaked roofs, as long as some of the small residentialtype buildings are reverting to commercial uses. These buildings and uses would be with us for many years, and you don't want to come up with a brand new theme, or brand new "old" theme. There are many discrepancies in the buildings along Oak Park Ave. The goal is to combine many elements into something that works together, and this proposal is the closest that the Village has been able to achieve. This is also an extraordinarily small lot to work with, and the larger the building is, the more you encroach on the parking capacity. The Main Street Commission has the long term issue of how to deal with the rest of the parking concerns on Oak Park Ave., be they real or conceived, with the beginning of many good things to happen on Oak Park Ave. Unless provisions are made to continue the process of parking to the rear of subject developments and properties, we would hinder many quality development opportunities.

Mr. Smith said that this is hopefully going to be a springboard of what is to come development-wise in the Historic District and surrounding area. One building of only one-style was not appropriate for the overall vision or direction the Village needs or wants for downtown. That is why the developer broke up the elevation, so that the building looks like three buildings within 140', rather than 140' of one architectural style.

Chairman Ron Bruning assigned Commissioners Rita Walker and Maureen McLeod to work with the Petitioner and report at the next meeting.

# Memorandum

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CC: Dave Samuelson

From: Paul Cummins, HPC Chair

Date: 09/27/01

Re: Arete 3 Building Oak Park Ave

Assigned LRPC Commissioner Meeting Kallsen Conference Room September 27, 2001 6:30 p.m.

A. Petitioner presentation - Arete 3

- B. LRPC Questions/Comments R. Walker & M. McLeod
- C. Main Street Questions/Comments
- D. Historic Preservation Commission Questions/Comments
- E. Staff Questions/Comments
- F. Review Petitioner Responsibilities/Project Timeline

After reviewing the plans for the building, we recommend the following in the final approval of the LRPC.

- The building will be built to match the renderings presented at the meeting 09/27/2001
- 2) Brick style and color will not change.
- 3) Awning style and color will remain the same unless Village staff approves a color or style change appropriate to the area.
- 4) All outside lighting attached to the building will be in a style to match the prevailing style, examples would be goose-neck, coach lamps, etc. (High pressure sodium vapor wall packs are not an acceptable style)
- 5) Roofing Color should be appropriate to compliment the surrounding buildings and the awning colors.
- 6) Any non-attached lighting should match the current Oak Park Ave. "old fashion" streetlights.
- Changes in the outside appearance of the building must be approved by the village staff prior to the construction of such changes.
- S) REAR ELEVATION FACADE "WINDOWS" FIRST FLORA.

4) MAINTAIN SIMILIAN DOOR PATTON FOR RESEDENTAL ENTAY.



MEMO
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то:	Long Range Planning Commission
FROM:	MainStreet Commission
DATE:	October 18, 2001
SUBJ:	17318 Oak Park Avenue Development Project

At the October 17 meeting of the MainStreet Commission, the following concerns were raised regarding the development project planned for 17318 Oak Park Avenue:

#### Dumpster Accessibility

Based on the site plan, the existing (6 yard) dumpster will not be accessible for garbage pick up. The assumption was made that another dumpster will need to be added and the location defined. A possible solution may be to increase the size of the dumpster and frequency of pick up and relocate the dumpster to the center of the lot where is it currently located. (This would eliminate four spaces.)

#### Handicapped Parking

A question was raised regarding the handicapped parking spaces as shown on the plan. Will the spaces need to be reconfigured based on the addition of the garage (which will most likely infringe upon the northernmost handicapped space).

#### Parking Space Accessibility

According to the site plan, the parking spaces closest to the new building should have an ingress and egress. There is no space to turn around, and if all spaces are in use it will be potentially hazardous to expect a vehicle to back out of that parking lane.

#### General Parking Concerns

The commission would like to see an agreement that would stipulate that management and employee parking must be off site. As presented, the parking lot indicates a net addition of four parking spaces to the existing lot while adding tenant spaces plus patron parking for the new building.

The MainStreet Commission is in favor of this new development but would like to express concern with regard to parking space availability.



Memorandum

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CC: Dave Samuelson

From: Paul Cummins, HPC Chair

Date: 09/27/01

Re: Arete 3 Building Oak Park Ave

Assigned LRPC Commissioner Meeting Kallsen Conference Room September 27, 2001 6:30 p.m.

A. Petitioner presentation - Arete 3

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- C. Main Street Questions/Comments
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- Changes in the outside appearance of the building must be approved by the village staff prior to the construction of such changes.
- S) REAR ELEVATION FACADE "WINDOWS" FIRST FLORA.
- 9) MAINTAIN SIMILIAN DOOR PATEN FOR RESEDENTIAL ENTRY.

10) MAINTENANCE FREE SIDINGS FTC

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DATE:	October 18, 2001
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The MainStreet Commission is in favor of this new development but would like to express concern with regard to parking space availability.



# PLAN COMMISSION STAFF REPORT

July 18, 2019

# Text Amendment/Banquet Facilities

## **Petitioner** Village of Tinley Park

# **Approvals Sought**

Text Amendments to Sections II.B, V.B. (Schedule I), VIII.A.10, and VII (Legacy Code) Section 3, Table 3.A.2

# **Project Planner**

Paula J. Wallrich, AICP Planning Manager

# **EXECUTIVE SUMMARY**

Consider recommending that the Village Board approve Text Amendments to sections of the Tinley Park Zoning Ordinance to regulate *Banquet Facilities* as a Special, Permitted or Prohibited Use in the Business and Legacy Districts.

The Tinley Park Zoning Ordinance currently regulates *Banquet Facilities* as a 'Permitted Use' in the Office and Restricted Industrial (ORI) and General Manufacturing (M-1) Zoning Districts. It is not identified as a Permitted or Special Use in any other district. In addition, there is no definition provided for *Banquet Facilities*.

Village Staff recently received a request for a banquet facility in the Neighborhood Shopping District (B-1) District. Per the current code, this is not permitted. In review of other zoning codes in similar communities, *Banquet Facilities* are often permitted in business districts with the size of the facility dictating whether it is considered a Permitted or Special Use.

Staff is proposing a text amendment to allow *Banquet Facilities* as a Special Use in the B-1, B-2, B-3, and B-4 Districts and a Permitted Use in the B-3 District with limitations related to the size of the facility. Staff is recommending *Banquet Facilities* be prohibited in the B-5 and all Legacy Districts. In addition, staff is recommending a definition be added to the Zoning Ordinance to assist in distinguishing this use from other similar uses in the code and provide specific parking requirements related to *Banquet Facilities* as a means to mitigate any potential impact on surrounding land uses.

Typically, *Banquet Faculties* serve liquor and therefore most owners will apply for one of the two available Banquet Facility liquor licenses (K and K-1) which have additional limitations related to number of seats and building configuration. It is likely that the Liquor Code may need some revisions to accommodate *Banquet Facilities* in the future.

Staff presented the proposed text amendment to the Community Development Committee at their June 24, 2019 meeting where it received general support. There were some concerns expressed regarding their allowance in the B-1 District with regards to parking and proximity to residential properties; therefore staff reduced their original proposal for the maximum size of a banquet facility from 5,000 sq. ft. to 4,000 sq. ft.

# BACKGROUND

Text amendments are necessary to keep the Zoning Ordinance current with new uses, implement new policies, and to ensure that the Zoning Ordinance furthers its purpose of promoting the health, safety, and general welfare of the public. When analyzing a text amendment, staff must be cautious not to amend the code for a single circumstance. This often leads to disproportionate regulation and potential conflicts in other areas of the code.

There are inherent mechanisms in the code that already provide flexibility to consider unique or new uses. For example, all of the business districts provide the opportunity to consider "other similar or compatible uses" as a Special Use. Staff investigated working within the current constraints of the ordinance and analyzed whether a *Banquet Facility* is consistent (or similar and compatible) with any other identified uses. Two uses were considered (*Private Clubs and Lodges* and *Meeting Halls*), yet neither provided adequate direction for the placement of *Banquet facilities* in the various Business Districts.

In the Medium Density Residential (R-6) and High Density Residential (R-7) Districts "*Private Clubs and Lodges*" are allowed as a Special Use, however no definition is provided for "lodges", and "club" is defined as "an organization of persons for special purposes or for the promulgation of agriculture, sports, arts, science, literature, politics or the like, but not for profit." Banquet Facilities are traditionally operated as for-profit enterprises. Therefore, staff does not recognize Banquet Facilities as a "similar or compatible use" to "Private Clubs and Lodges".

A *Meeting Hall*, defined as "a building or a portion of a building in which facilities are provided for civic, educational, political, religious, or social purposes", is allowed as a Special Use in the Community Shopping District (B-2) District and as a Permitted Use in the General Business and Commercial (B-3) and ORI districts. There is no reference to size and in the B-2 district it restricts a *Meeting Hall* to areas "only when located above or below the ground floor or when located fifty (50) feet or more back from the front of the building." Staff does not believe the definition or restrictions for *Meeting Hall* is consistent with the generic definition or intent of *Banquet Facilities*. It also does not provide direction for use in the B-1 District.

After much discussion and debate, it became obvious to staff that *Banquet Facilities* needed to be addressed as a distinct use with distinct characteristics that may or may not be compatible with other uses identified in the Zoning Ordinance. Staff recommends providing for *Banquet Facilities* with restrictions related to the size of the facility and associated parking ratios.

# ZONING DISCUSSION

As part of the zoning analysis to allocate specific uses to appropriate zoning districts it is important that the use is properly defined. Currently there is no definition of *Banquet Facilities* therefore, staff recommends the Commission adopt the following definition as part of the text amendment:

**BANQUET FACILITY**: "A facility that is available for lease for private events including, but not limited to weddings, anniversaries, corporate or family parties and other similar celebrations. Such use may or may not include on-site kitchen or catering facilities".<sup>1</sup>

Currently, Banquet Facilities are allowed as a permitted use in the ORI and M-1 districts. The ORI District is intended to "provide land for medium to large office buildings, research activities, and non-objectionable industrial activities which are attractively landscaped and designed to create a "park-like" setting. The low intensity and limiting restrictions are intended to provide for permitted uses which will be compatible with adjacent residential and commercial developments." The M-1 District is intended to "provide for those industrial activities that have moderate environmental effects and are located in areas relatively removed from residential and prime retail development."

1. Michael Davidson and Fay Dolnick, <u>A Planner's Dictionary</u>, Planning Advisory Service Report Number 521/522 , April 2004, 77-78

Typically, *Banquet Facilities* maximize their potential for lease by providing adequate area to accommodate large groups or have the ability to be divided for smaller functions. Due to the potential for significant parking or traffic impacts resulting from a large event, staff assumes the authors of the current ordinance limited *Banquet Facilities* to areas in the ORI and M-1 districts where more intense uses can be accommodated. Permitting *Banquet Facilities* in these two districts takes advantage of the typically larger lots, the more intense uses, parking requirements and transportation systems that can accommodate the episodic flow of traffic related to this use. However, after analyzing the other business districts and the availability of property in these districts that can accommodate *Banquet Facilities*, staff is proposing the following for the Commission's consideration:

**B-1** Neighborhood Shopping District is intended to provide areas for retail and service establishments to supply convenience goods or personal services for the daily needs of the residents living in adjacent residential neighborhoods. The

district is designed to encourage shopping centers with planned off-street parking and loading and to provide for existing individual or small groups of *local stores*. There are limited areas currently zoned B-1; the majority are located on 80<sup>th</sup> Ave and the intersections of 167th, 171st and 179th Streets and at the intersection of 171st and 88th Avenue—all of which are in close proximity to residential areas. The other parcel zoned B-1 is at the intersection of 159<sup>th</sup> Street and 76<sup>th</sup> Avenue (Brementowne mini-mall). This property is unique in that if fronts one of our major commercial corridors (159<sup>th</sup> Street) which has a 4-lane crosssection. The concern of allowing Banquet Facilities in the B-1 districts is primarily related to traffic and parking. The Commission will want to be assured



Brementowne mini-mall

that there is no overflow parking in residential

neighborhoods as a consequence of approving a banquet facility. Therefore, staff is recommending any facility located in a B-1 be limited to 4000 sq. ft. in size. Parking requirements will be addressed in a separate section below.

# **RECOMMENDATION**

Staff recommends *Banquet Facilities* be allowed in the B-1 District as a **Special Use provided the use will occupy a structure no greater than 4,000 SF.** The Special Use process will allow the Commission to review each application on a case-by-case basis and if necessary place conditions on their approval to mitigate any perceived negative impact on adjacent properties.

**B-2 Community Shopping District** is intended to provide for a wide variety of related retail-type businesses along with personal uses and other complementary uses. The permitted uses would serve not only nearby residential areas, but also people in neighboring communities and transients for goods and services usually found in larger shopping centers. Comparison shopping is to be emphasized and highway-oriented uses are to be discouraged. The only area zoned B-2 in Tinley Park is the area fronting 159<sup>th</sup> Street between Harlem and Oak Park Avenues. This area includes the Brementowne Mall (Menard's) and Tinley Plaza (Walt's). Both properties front major commercial corridors (159th Street and Harlem Avenue). These properties were developed as Planned Unit Developments (PUD) which provide additional flexibility with zoning regulations.

Since these properties are both located within shopping centers where shared parking opportunities and adequate roadway systems exist, staff is



comfortable increasing the maximum size of Banquet Facilities beyond what is recommended for the B-1 District.

Allowing them only as a Special Use also provides opportunity for additional consideration and protection for these uses and their neighboring properties. Parking requirements will be addressed in a separate section below.

# **RECOMMENDATION**

Staff recommends *Banquet Facilities* be allowed in the B-2 District as a **Special Use provided the use will occupy a structure no greater than 7,500 sq. ft.** 

**B-3 General Business and Commercial District** is designed to accommodate *a wide range of specialized commercial uses, including highway-oriented services and commercial types of establishments to serve the needs of motorists. This district is intended to include those uses which would not be compatible in a neighborhood or community-type shopping center.* The Village has several areas zoned B-3 which are primarily located along major transportation systems, such as LaGrange Road and Harlem Avenue. These properties are typically larger and have been developed as part of a larger center or PUD such as Brookside Marketplace or the Convention Center. There are several large vacant properties zoned B-3 including property along LaGrange Road at 183<sup>rd</sup> Street, south of I-80 and east of Harlem Avenue and the area on the south side of 191<sup>st</sup> Street at 80<sup>th</sup> Avenue. There are also some large vacant buildings that are zoned B-3 such as the K-Mart building on Harlem Avenue.

Since the properties zoned B-3 also have shared parking opportunities and are located within planned developments or large undeveloped properties, staff is comfortable recommending them as a permitted use with specific conditions and parking requirements. The condition includes limiting these facilities to a stand-alone structure and no greater than 30,000 sq. ft. in size. This is to ensure they do not impact adjacent parking and traffic flow in multi-tenant buildings. If the *Banquet Facility* is located in a multi-tenant structure, staff is recommending they be no greater than 30,000 sq. ft in size and require a Special Use Permit. This provides the Commission opportunity to assess the request on a case-by-case basis and provide conditions to mitigate any potential negative impact on adjacent uses. For those *Banquet Facilities* located in a B-3 district that are greater than 30,000 sq. ft in size they must be located in a stand-alone structure, must not be greater than 50,000 sq. ft. and will require a Special Use Permit. Parking requirements will be addressed in a separate section below.

# **RECOMMENDATION**

Staff recommends *Banquet Facilities* be allowed in the B-3 District as a **Permitted Use provided the use is located** in a stand-alone structure and is no greater than 30,000 sq. ft. A Special Use will be required for *Banquet Facilities* in the following situations: located in multi-tenant structures and are less than 30,000 sq. ft. in size, or are greater than 50,000 sq. ft. in size.

For reference, the Tuscany Falls Banquet Facility in Mokena (9425 W. 191<sup>st</sup> Street) is located in a 28,000 SF building.



*Tuscany Falls Banquet Facility,* 9425 W. 191<sup>st</sup> Street

**B-4 Office and Service Business District** is intended for *areas used primarily to provide office space for service-type businesses. Certain commercial uses, which conform to the pattern of the district and are compatible with the types of services provided, are also permitted. This district is normally small in size and is intended to serve as a buffer or transition between residential and commercial areas.* The majority of the areas zoned B-4 have been developed with office uses (with the exception of Rubino's Plaza at Oak Park Ave and 167<sup>th</sup>) and are located along Harlem Ave at 163<sup>rd</sup>, 167<sup>th</sup> and 171<sup>st</sup> Streets and along LaGrange Rd at 175<sup>th</sup> Street. There are no significant vacant parcels zoned B-4. Since properties zoned B-4 are primarily designed for office uses that have certain traffic flows and parking requirements and often are located in closer proximity to residential uses than the B-3 District, staff is recommending a Banquet Facility in a B-4 District be regulated similarly to the B-1 District. Parking requirements will be addressed in a separate section below.

# **RECOMMENDATION**

Staff recommends *Banquet Facilities* be allowed in the B-4 District as a **Special Use provided the use will occupy a structure no greater than 4,000 sq. ft.** 

**B-5 Automotive Service District** is intended to provide certain areas for automotive service and related types of uses. The district is intended to be located along major thoroughfares where adequately sized and properly located parcels of land will allow for adequate setbacks, clear vision, and safe ingress and egress. The majority of property zoned B-5 is clustered along 159<sup>th</sup> Street. These properties are targeted for automobile uses and due to their potential for significant revenue are restricted to primarily those high revenue generating uses.

# **RECOMMENDATION**

Staff recommends *Banquet Facilities* be **prohibited** in the B-5 District.

**Legacy Code** is intended to be used in conjunction with the *Legacy Plan* which establishes a *clear vision and preferred urban design arrangements for the downtown and beyond.* The Legacy Code implements the Legacy Plan by codifying Tinley Park's vision with a purposefully specific and precise form-based approach.

All property within the Legacy District are regulated by the same use regulations listed in Tables 3.A.1. and 3.A.2. Similar to the other zoning districts in the Zoning Ordinance, uses are designated as Permitted, Special or Prohibited. In review of the intent statements of the Legacy Code it is evident that the Legacy Plan was designed to protect the historic heritage of the downtown, strengthen the downtown as a pedestrian destination that maximizes the number of people living within walking distance of the train station, and minimize auto related uses. The goal in marketing the downtown to businesses and residents is to enliven the street with uses that promote a "24 hour downtown". The episodic nature of *Banquet Facilities* may leave street-level facades vacant during day-time or week day hours which is contrary to the goal of the downtown area.

## **RECOMMENDATION**

Staff recommends *Banquet Facilities* be **prohibited** in the Legacy District.

# Parking:

Staff has conducted preliminary research on parking requirements for *Banquet Facilities*. Orland Park and Oak Brook require 1 space/100 sq. ft. of banquet use. The American Planning Association cites parking requirements for several communities in their publication <u>Parking Standards</u>, American Planning Association, Planning Advisory Service (PAS) Report 510/511 with ranges from 1 space/100 sq. ft. to 1 space/200 sq. ft. Some communities base their requirements on seating capacity, however unless it is fixed seating this number will fluctuate and is difficult to enforce. Parking requirements are often the issue that can impact adjacent uses in a negative way; therefore staff believes that parking requirements must reflect the context of the area and ensure that adequate on-site parking can be accommodated in those districts most adjacent to residential uses.

By design the proposed text amendments limit the size of a *Banquet Facility* depending on the district it is located. According to various websites there are "calculators" provided to determine the necessary room size based on the

number of guests at a banquet. Ratios range between 15-20 sq. ft.<sup>2.</sup> of banquet room space needed per seated guest. Staff used this information along with the size limitations proposed in each zoning district to determine an appropriate parking ratio for Banquet Facilities per district. Staff is recommending greater parking requirements for those districts in close proximity to residential uses and less requirements in the more intense business districts that have opportunities for shared parking.

2. https://www.dummies.com/relationships/weddings/how-much-space-do-you-need-for-your-wedding/ and http://www.dimensionsinfo.com/function-hall-sizes/

### **RECOMMENDATION**

Staff recommends a parking requirement of 1 space/100 sq. ft. in the B-1 and B-4 districts, and 1 space/200 sq. ft. in the ORI, M-1 Districts and 1 space/200 sq. ft. in the B-2 and B-3 provided there is shared parking opportunities with adjacent uses. If shared parking opportunities are not available in the B-2 and B-3 districts then parking is required at the higher rate of 1 space/100 sq. ft.

# RECOMMENDATION

Following a successful workshop, proceed to a Public Hearing at the August 1, 2019 Plan Commission meeting.



Date:7.18.19To:Plan CommissionFrom:Kimberly Clarke, AICP<br/>Community Development DirectorSubject:Text Amendment-Masonry Requirements

Staff is requesting to continue the public hearing on the proposed text amendment regulating masonry requirements. Staff is still working through proposed design guidelines and modifications to the required percentage of brick for nonresidential properties. This will be heard at the next Plan Commission on August 1st, 2019.

