



City of Wilmington - 1165 South Water Street - Wilmington, IL 60481

**Agenda – Planning & Zoning Commission
Wilmington City Hall Council Chamber
November 3, 2022 at 5:00 p.m.
In-Person & Via Zoom**

join by video at:

<https://us02web.zoom.us/j/83847559948?pwd=MnBoL1FqOTlwdm5ad3hYSVA2eWlvQT09>

join by phone at:

1-312-626- 6799

Meeting ID: 838 4755 9948 / Passcode: 120555

IN ACCORDANCE WITH PUBLIC ACT 101-0640, 5 ILCS 120/7(e), THIS MEETING WILL BE HELD IN-PERSON AND REMOTELY BASED ON THE GUBERNATORIAL DISASTER DECLARATION AND THE MAYOR OF THE CITY OF WILMINGTON DETERMINING THAT A FULL IN-PERSON MEETING IS NOT PRACTICAL OR PRUDENT. MEMBERS OF THE GENERAL PUBLIC WILL BE ABLE TO VIEW AND PARTICIPATE IN THE MEETINGS REMOTELY AS WELL.

1. Call Meeting to Order
2. Roll Call by Clerk
 - Larry Clennon
 - John Tryner
 - Bryan Humphries
 - Ivana Longest
 - Chris Smith
 - Jayson Walinski
 - Mark Duffy
3. Approve the Previous Meeting Minutes
4. Public Hearing to Consider Request by Petitioner and Contract Purchaser, Love's Travel Stops & Country Stores, Inc., 10601 N. Pennsylvania Avenue, Oklahoma City, OK 73120 for Annexation, Annexation Agreement, Variance from 96.17 Signs in Commercial Districts, Variance from 150.86 Screening between Non-Residential and Residential Zoning Districts, Variance from 150.114 Lighting, Map Amendment to B3-General Commercial, Final Plat and Site Plan Review approximately thirty-two (32) acres of property located on the southwest corner of State Route 53 and N. River Road in Wilmington, IL
 - a. Introduction to Petition
 - b. Open Public Hearing
 - c. Verification of Notice & Publication
 - d. City Staff Summary
 - e. Oath Issued
 - f. Petitioner's Presentation
 - g. Commissioner Clarification
 - h. Public Comment
 - i. Petitioner Response
 - j. Close Public Hearing
 - k. Motion to take action
5. Discussion – Rezoning from R1 to R3 at 31951 S. West River Road
6. Discussion – Concept for Proposed Business at 507 E. Baltimore Street
7. Public Comment (*State your full name clearly; limit 3 minutes each per Ordinance 19-06-18-01*)
8. Other Pertinent Information
9. Adjournment

*Posting Date:
10/28/2022 2:42 PM jz*

City of Wilmington Planning and Zoning Staff Report

SUBJECT: Petition by Love's Travel Stops & Country Stores, Inc. for Annexation, Annexation Agreement, Site Plan Review, Final Plat, Map Amendment to B-3, and Variance

AGENDA ITEM: 4

MEETING DATE: November 3, 2022

TO: Honorable Members of the City of Wilmington Planning and Zoning Commission

FROM: Jeannine Smith, City Administrator

ACTION REQUESTED:

Love's Travel Stops & Country Stores, Inc. (Petitioner) approached the City with a land use petition to annex 32.03 acres at the northwest corner of Route 53 and River Road (PIN 03-17-24-400-007-0000) in January of this year. They are requesting a recommendation to the City Council for annexation, annexation agreement, final plat, map amendment to B-3 General Commercial, Site Plan Review and Variances.

BACKGROUND:

Love's Travel Stops & Country Stores, Inc. is the contract buyer for the unimproved parcel of land at the northwest corner of Route 53 and River Road that currently resides in unincorporated Will County (PIN 03-17-24-400-007-0000). This is a logical location for the Petitioner given the proposed development sits at the intersection of two truck routes and is within close proximity to I-55, a major interstate connecting the Gulf of Mexico to the Great Lakes and carries travelers who work, live in and visit Wilmington.

Love's Travel Stops & Country Stores, Inc. is planning to construct a new travel center at the southeast corner of the intersection of North River Road and State Route 53 in Wilmington, Will County, IL. The development will consist of a 13,070± square foot convenience store/fast-food restaurant with a drive-thru, four car fueling islands, eight diesel fueling bays, a truck scale, 62 car parking spaces, and 71 truck parking spaces. Additional amenities will include an air/water island with propane sales, and a dog park. The site will be accessed via a full access private drive off of State Route 53. The road will also provide access to future development on the remaining parcel south of the proposed site.

Staff has conducted several technical review meetings with the Petitioner and its representatives. City representatives included the City Administrator, Public Works Director, City Engineer, City Attorney and Police Chief. The Annexation Agreement represents mutually agreed upon terms for your review and ultimately for City Council approval.

PETITIONER'S NARRATIVE:

Petitioner is a family-owned company with over 540 travel centers across the country in 41 states. Despite their national presence, Love's maintains a strong commitment to the local communities they serve. Each Love's service center makes contributions to local organizations that are chosen by the store's staff and approved by the store manager. Additionally, at the opening of each new store, Love's makes a financial contribution to one or two local organizations. Aside from the community donations, Love's will help bolster the community by generating higher property values in the surrounding area, attracting additional development to

the area and generating a sizeable amount of tax revenue for the City of Wilmington. At this location, Love's anticipates providing full-time employment for 45-60 people with competitive wages and benefits.

The Love's Travel Stop in Wilmington, IL will be funded by Love's Travel Stops & Country Stores, Inc. Based on preliminary estimates, Love's anticipates spending \$15-\$17 million on land acquisition and construction costs.

DISCUSSION:

Staff has provided you with a comprehensive zipped electronic file containing all of the necessary documents for your review and consideration.

Additionally, attached are the Petitioner's Petition For Map Amendment to Zone the parcel B3 – General Commercial and for Variances as follows:

1. Section 96.17 – Signs in Commercial Districts; To vary the maximum sign square footage permitted to allow for the Love's Sign Package attached to Annexation Agreement as Exhibit C;
2. Section 150.86 – Screening between nonresidential and residential zoning districts; To allow for screening by a five (5) foot tall fence along the west side of the truck parking area in place of the required plantings and eight-foot tall fence or berm required by section 150.86 within the rear setback;
3. Section 150.114 – Lighting; To vary the minimum average ground level foot-candles to be below 2.0 (average footcandle for the overall site is 1.92).

Staff has attached copies of the aforementioned zoning code sections for your convenience.

Properties abutting the proposed development consist of the following zoning districts (see zoning map):

North	OS – Open Space and B-3 General Commercial
South	I3 – Heavy Industrial
West	R4 – Residential Single Family Attached and R1 – Residential Single Family
East	R3 – Residential Two Family and B3 – General Commercial



FINDINGS OF FACT:

The Planning and Zoning Commission (PZC) shall make recommendation and provide findings of fact to the city council.

Standards for map amendments

The PZC shall make findings and recommendations based upon the evidence presented to it in each specific case that:

1. The proposed rezoning conforms to the comprehensive plan; or conditions or trends of development have changed in the area of the request, since the adoption of the comprehensive plan, to warrant the need for different types of land uses or densities. Furthermore, the proposed rezoning is appropriate considering the length of time the property has been vacant, as originally zoned, and taking into account the surrounding area's trend of development;
2. The proposed rezoning conforms to the intent and purpose of this chapter;
3. The proposed rezoning will not have a significant detrimental effect on the long-range development of adjacent properties or on adjacent land uses;
4. Adequate public facilities and services exist or can be provided.

Standards for variances

Adequate evidence was submitted to establish practical difficulties or particular hardship so that, in the judgement of the PZC, a variation is permitted because the evidence sustained the existence of each of the four following conditions:

1. Reasons that strict enforcement of the code would involve practical difficulties or impose exceptional hardship;
2. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;
3. The plight of the owner is due to unique circumstances;
4. The variation, if granted, will not alter the essential character of the locality.

At this time, Staff respectfully requests and recommends your consideration of the attached findings of fact and recommendation to the City Council.



Land Use Petition City of Wilmington, Illinois

Petitioner: Love's Travel Stops & Country Stores, Inc. (Attn: Chad Bruner)
 Address: 10601 N. Pennsylvania Avenue
 City: Oklahoma City State: OK Zip: 73120
 Phone No.: (405) 463-8801 Fax No.: _____ Email: chad.bruner@loves.com

- Petitioner is the owner of the subject property and is the signer of this petition
 Petitioner is the contract purchaser of the subject property and has attached a copy of said contract to this petition
 Petitioner is acting on behalf of the owner of the subject property and has attached a letter granting such authority signed by the owner

In the event the property is held in trust, a notarized letter from an authorized trust officer identifying the petitioner as an authorized individual acting on behalf of the beneficiaries and providing the name, address, and percentage of interest of each beneficiary is attached to this executed petition.

Subject Property

Location: SW Corner of State Route 53 and N. River Road
 Size of Property: 32.03 acres proposed site Tax Parcel No.: 03-17-24-400-007-0000

The following documents have been attached:

- Legal Description List of Adjacent Property Owners Preliminary Plat Preliminary Plan Impact Fee Form
 Plat of Survey Site Plan Final Plat Final Plan Bank Trust Letter

Type of Action Requested

- Annexation Preliminary Plat/Plan (circle one) Conditional Use
 Annexation Agreement Final Plat/Plan (circle one) Variance
 Concept Plan Map Amendment from _____ to B-3 Site Plan Review

I have submitted the required filing fee. I understand that the fee is non-refundable. The fee is determined according to the attached schedule of fees. _____ (initial here) _____ (fee)

Statement of Petition

Please provide a brief statement describing the proposal as it relates to the standards of petition accompanying this document (attach additional sheets if necessary).

Love's would like to construct a 9,860± Love's County Store with a 3,210± attached restaurant. The site will have a four dispenser auto canopy and 6 diesel bay canopy. There are 62 parking spaces for cars and 68 parking truck parking spaces. There is a proposed public road off of SR 53 and a right-in/right-out access drive proposed off N. River Road. Variances to section 96.17 (signs in Commercial Districts), section 150.86 (screening between residential and non-residential zoning districts), and section 150.114 (lighting).

Number of Dwelling Units 1 Type of Units Convenience Store w/ Restaurant Square Footage 13,070 ±
 Proposed Time Schedule for Development _____
 Requested Variances _____

Authorization

I hereby affirm that I have full legal capacity to authorize the filing of this petition and that all the information and exhibits herewith submitted are true and correct to the best of my knowledge. The petitioner invites city representatives to make all reasonable inspections and investigation of the subject property during the period of processing this petition.

State of OK Date 1.11.22 Signature of Petitioner Chad Bruner
 County of Oklahoma ISS _____



Notary Signature: [Signature]
 My Commission Expires: 6-15-24

I, the undersigned, a notary public in and for the said county and state aforesaid, do hereby that CHAD BRUNER is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that said person signed, sealed and delivered the above petition as a free and voluntary act, for the uses and purposes set forth.

Given under my hand and notary seal this 11 day of JANUARY, A.D. 2022

Owner's Authorization

The undersigned, on behalf of HARWOOD ENTERPRISES, LLC (the "Owner"), does hereby certify that Owner is the owner of record of that certain real property further described on Exhibit A attached hereto, as evidenced in the deed attached hereto as Exhibit B or other such proof of ownership as may be required. Owner hereby authorizes and appoints Chad Bruner of Transitory Holding, LLC, to act on behalf of Owner solely with respect to applying to the Agencies listed below, as may be necessary, for applications related to development permits or other actions pursuant to:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Rezoning/Modification | <input checked="" type="checkbox"/> Stormwater Management Permit |
| <input checked="" type="checkbox"/> Zoning Exception | <input checked="" type="checkbox"/> Access Management |
| <input checked="" type="checkbox"/> Appeals, if necessary | <input checked="" type="checkbox"/> Water and Sewer Approvals |
| <input checked="" type="checkbox"/> Concurrency | <input checked="" type="checkbox"/> Wetland Permits |
| <input checked="" type="checkbox"/> Construction Permits | <input checked="" type="checkbox"/> Other permits, as may be required |

The authorization granted herein shall last for a period of two years following the date of acknowledgement below, after which such authorization shall terminate without any further action by either party.

HARWOOD ENTERPRISES, LLC,
A Delaware Limited Liability Company

By: Richard L. Hudson
Name: Richard L. Hudson
Title: Manager

STATE OF IL

COUNTY OF COOK

Sworn to and subscribed before me this 23rd day of December 2021 by Richard L. Hudson as Manager of HARWOOD ENTERPRISES, LLC, a Delaware limited liability company.

[Signature]
Notary Public
Commission Number WA

My commission expires: _____

AGENCIES:



EXHIBIT A

Property

ALL THAT PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY OF THE GULF, MOBILE AND OHIO RAILROAD (FORMERLY THE CHICAGO AND ALTON RAILROAD), AND WHICH LIES SOUTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, THAT IS 300.01 FEET, MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 24 TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD THAT IS 240 FEET, MEASURED PERPENDICULARLY, SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24,

EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 88 DEGREES 31 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24 A DISTANCE OF 2468.89 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD; THENCE NORTH 06 DEGREES 51 MINUTES 23 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD A DISTANCE OF 841.90 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 08 SECONDS EAST A DISTANCE OF 2346.01 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 24 (SAID POINT BEING NORTH 01 DEGREE 32 MINUTES 10 SECONDS WEST, DISTANCE 833.05 FEET FROM SAID SOUTHEAST CORNER OF SECTION 24); THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 833.05 FEET TO THE POINT OF BEGINNING;

ALL IN WILL COUNTY, ILLINOIS.



CITY REIMBURSEMENT AGREEMENT

This Agreement entered into this _____ day of _____, _____, between the City of Wilmington, an Illinois Municipal Corporation (hereinafter referred to as "CITY" and Love's Travel Stops & County Stores, LLC (hereinafter individually and collectively referred to as "DEVELOPER").

WHEREAS, DEVELOPER proposes to _____ commonly known as Love's Travel Stop _____ (hereinafter referred to as "PROJECT"); and

WHEREAS, as a result of the DEVELOPER'S PROJECT, the CITY must have its professional staff analyze, review and comment upon and perform other services solely on the CITY'S behalf from the time of the inception of the PROJECT through its completion; and

WHEREAS, the DEVELOPER acknowledges it should pay the CITY cost and expenses for professional staff services rather than impose the costs upon the CITY residents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of sufficiency of which is expressly acknowledged by the parties by the execution hereof, it is hereby agreed as follows:

SECTION ONE. PROFESSIONAL FEES. The DEVELOPER shall pay the CITY any and all reasonable professional staff fees, costs and expenses incurred by the CITY as a result of or in conjunction with the DEVELOPER'S PROJECT from this date through the PROJECTS completion as determined by the CITY and/or CITY acceptance of all public improvements associated with the PROJECT, whichever occurs last.

The CITY'S professional staff includes, but is not limited to, its attorneys, engineers, land planners, traffic and transportation consultants.

Fees shall include, but not be limited to, all time associated with reviews, analysis, discussions, meetings, inspections, planning and other work or services performed on behalf of the CITY in conjunction with the PROJECT.

The CITY'S professional staff fees shall be billed to the DEVELOPER in the amount of fees authorized by the CITY to be paid for such services.

SECTION TWO. SECURITY. Concurrent with the execution of the Agreement, the DEVELOPER shall post, with the CITY, the sum of \$10,000.00 as security for the DEVELOPER'S payment of such professional fees, costs and expenses. The CITY is specifically authorized to apply this security in payment of such fees, costs and expenses in the event the DEVELOPER fails to make timely payments to the CITY as required under this Agreement. The DEVELOPER is obligated to continuously maintain this amount on deposit with the CITY until the PROJECT'S completion.

SECTION THREE. PAYMENT. The CITY shall provide the DEVELOPER with an itemized statement of fees. The DEVELOPER shall pay the CITY within thirty (30) days of the date of a statement from the CITY. If the DEVELOPER does not pay the statement within the thirty (30) day period, interest shall accrue on the unpaid balance at the rate of eighteen percent (18%) per annum. The

CITY may also, following written notification to the DEVELOPER, direct that all professional staff cease work on the PROJECT of the DEVELOPER until the statement is paid in full.

SECTION FOUR. COOPERATION. The DEVELOPER shall fully cooperate with the CITY, its officials and professional staff with respect to its PROJECT.

SECTION FIVE. REPRESENTATION OF CITY ONLY. The DEVELOPER acknowledges that the CITY'S in-house and professional staff solely represents the CITY and the CITY'S interest and does not represent the DEVELOPER.

SECTION SIX. CONFLICT. If the terms and provisions of this Agreement conflict with any ordinance of the CITY or agreement between the parties, the terms and provisions of this City Reimbursement Agreement shall supersede, set and control any other terms and provisions.

SECTION SEVEN. ATTORNEY'S FEES. In the event any suit is brought to enforce or which otherwise affects this Agreement, or any of its provisions, the DEVELOPER, in addition to all other costs, shall pay the CITY'S reasonable attorney's, expert witness fees, costs and expenses associated with such litigation.

SECTION EIGHT. SEVERABILITY. The invalidity of any paragraph or subparagraph of this City Reimbursement Agreement shall not impair the validity of any other paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified by such Court.

SECTION NINE. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between the parties and there are no other agreements, representations or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment or change of this Agreement shall be valid unless by like instrument.

Dated at April 5 2022, Will County, Illinois on the date written above.

CITY OF WILMINGTON,
an Illinois Municipal Corporation

BY: 
Its duly authorized agent

DEVELOPER

BY: 
Its duly authorized agent



Map Amendment Application Supplement

Love's Travel Stops & Country Stores, Inc. (Attn: Chad Bruner)

10/18/2022

Applicant's Name

Date

10601 N. Pennsylvania Avenue; Oklahoma City, OK 73120

Address (City, State, Zip)

To annex into the City of Wilmington to B-3 zoning district.

Request

Provide justification as to how the request meets the following Standards for Approval as set forth in the City of Wilmington Municipal Code. Additional sheets may be attached, if necessary.

Chapter 150.14 of the Wilmington Code of Ordinances provides that for a requested Map Amendment, the Planning and Zoning Commission shall provide findings of fact setting forth the reasons for the recommendation, and the findings shall set forth with particularity the following:

(a) Proposed use of the property that warrants this application for a map amendment

The existing site is not located in the City of Wilmington. The surrounding properties are located within the City. The request is to amend the map so that the proposed site is part of the City with B-3 zoning designation.

(b) If the proposed map amendment is approved, what improvements of construction are planned? (An accurate site plan may be required to establish that the proposed improvement can meet the minimum zoning requirements)

The proposed use is a Love's Travel Stop and County Store. It will be a Country store with an attached restaurant. A four dispenser (8 fueling positions) auto canopy and eight lane commercial fueling canopy.

(c) Identify the existing uses of the properties within the general area of the property in question
Current use of the land is for farming.

(d) Identify the existing zoning classification of the properties within the general area of the property in question
R4 zoning to the west (across the railroad ROW), R3 zoning to the east (across SR-53), and I3 zoning to the south.

(e) Describe how the proposed rezoning will not have a significant detrimental effect on the long-range development of adjacent properties or on adjacent land uses. Compare the value of the subject property and nearby properties under the current zoning to their potential value under the proposed zoning.
Currently the land is not within the City of Wilmington. The request to annex the property to the City of Wilmington will not impact the value of surrounding properties.

(f) Describe how the subject property cannot be reasonably used for any of the uses currently permitted under its current zoning classification. (*Physical and market conditions may be considered.*)
Currently the land is not within the City of Wilmington. The request to annex the property to the City of Wilmington B-3 zoning district will allow the requested use.

(g) Does the property have appropriate public facilities, such as sewer, water and roads, and other required services?
Love's will be extending sanitary sewer to the site and making necessary road improvements to SR-53 in order to have the appropriate public facilities for the proposed project.

(h) Describe how the proposed rezoning conforms to the comprehensive plan; or conditions or trends of development have changed in the area of the request, since the adoption of the comprehensive plan, to warrant the need for different types of land uses or densities. Furthermore, the proposed rezoning is appropriate considering the length of time the property has been vacant, as originally zoned, and taking into account the surrounding area's trend of development.
The comprehensive plan notates Industrial/Manufacturing for the location of the site. The proposed zoning of B-3 with the Love's Travel Stop will service the area well. It will provide fueling and food options for the local residents and the industrial trucks in the area.

(i) Describe how the proposed rezoning conforms to the intent and purpose of this chapter. The rezoning conforms to the intent of the comprehensive plan since the use will provide a service to the surrounding industrial and residential developments.

(j) The potential benefits and detriments of the proposed zoning change to the public health, safety and welfare;

The zoning change will benefit the surrounding uses and will not negatively impact the public health, safety, or welfare.

(k) The extent to which the proposed amendment is in compliance with and/or deviates from the adopted comprehensive plan;

The proposed amendment is consistent with the comprehensive plan since it serves all surrounding zoning districts. It has good access on SR-53.

(l) The suitability of the property in question for the uses permitted under the proposed zoning;

The uses permitted under B-3 zoning would be compatible with the surrounding zoning districts.



PLANNING AND ZONING COMMISSION
PETITION FOR MAP AMENDMENT

(1) The proposed rezoning conforms to the comprehensive plan; or conditions or trends of development have changed in the area of the request, since the adoption of the comprehensive plan, to warrant the need for different types of land uses or densities. Furthermore, the proposed rezoning is appropriate considering the length of time the property has been vacant, as originally zoned, and taking into account the surrounding area's trend of development.

Yes No Explanation: The requested annexation of the property to B-3 zoning will allow the parcel to be developed and provide additional tax revenue for the City of Wilmington. With the development there will also be a sanitary main extension and roadway improvements to SR-53.

(2) The proposed rezoning conforms to the intent and purpose of Chapter 150 of the City of Wilmington's Code of Ordinances.

Yes No Explanation: The proposed project conforms to Chapter 150 - the City of Wilmington's Code of Ordinances.

(3) The proposed rezoning will not have a significant detrimental effect on the long-range development of adjacent properties or on adjacent land uses.

Yes No Explanation: The rezoning will not have a negative impact to surrounding adjacent properties.

(4) Adequate public facilities and services exist or can be provided.

Yes No Explanation: The sanitary sewer main will be extended north up SR-53 to the proposed site. There will also be roadway improvements to SR-53 based on the findings of the Traffic Impact Study for the development.

Required Public Notices

Unless otherwise confirmed below by acknowledgment of intent to complete notices, the City of Wilmington will complete all ordinance required public notice postings no less than 15 days and no more than 30 days prior to the scheduled public hearing. Such notices include the following:


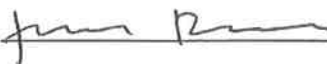

- City shall provide and applicant shall post a sign on the subject property;
- Public Notice in a newspaper of general circulation;
- Written notice with certified return receipt to the owner of the record, as shown on the record of the local real estate tax collector, of all lots lying within 250 feet, exclusive of right-of-ways, of the property line for which the request is sought.

Only if Petitioner chooses to complete written notices. As the petitioner, I would like to complete the required written notices and take full responsibility for the accuracy and timeliness of said notices. Prior to mailing said notices I will confirm with City staff the ordinance required content of the letters, method of sending letters, and required affidavit of notice.

X 
 Applicant's Signature

STATE OF ILLINOIS ^{OKLAHOMA})
) SS.
COUNTY OF WILL ^{OKMONGA})

The undersigned hereby authorizes the filing of the aforesaid request and understands that the owner or an authorized agent must be present at the public hearing to present the request to the Plan Commission.

<p>X  OWNER or APPLICANT'S SIGNATURE</p>	<p>NOTARY PUBLIC: Sign: </p> <p> AFFIX HERE</p>
<p>SUBSCRIBED AND SWORN to before me this <u>24</u> day of <u>OCTOBER</u>, 20<u>22</u>, and who has provided the proper identification and who did take an oath.</p>	



Variance Application Supplement

Love's Travel Stops & Country Stores, Inc. (Attn: Chad Bruner)

10/18/2022

Applicant's Name

Date

10601 N. Pennsylvania Avenue; Oklahoma City, OK 73120

Address (City, State, Zip)

Variances to section 96.17 (signs in Commercial Districts), section 150.86 (screening between residential and non-residential zoning districts), and section 150.114 (lighting).

Request

Provide justification as to how the request meets the following Standards for Approval as set forth in the City of Wilmington Municipal Code. Additional sheets may be attached, if necessary.

Chapter 150.12 of the Wilmington Code of Ordinances provides that for a requested Variance, the Planning and Zoning Commission shall provide findings of fact setting forth the reasons for the recommendation, and the findings shall set forth with particularity the following:

(a) Describe the reason for the request

Variances to section 96.17 (signs in Commercial Districts) - to have more than the maximum number of signs, more than maximum square footage, and exceed the height of the pole sign. Section 150.86 (screening between residential and non-residential zoning districts) - to have a 5' fence along the rear parking area in lieu of the required 8' tall fence and a tree every 30' within the rear setback. Section 150.114 (lighting) - to have the average minimum lighting level below 2.0 foot candles for the overall site.

(b) Describe the proposed use

The proposed use is a Love's Travel Stop and County Store. It will be a Country store with an attached restaurant. A four dispenser (8 fueling positions) auto canopy and eight lane commercial fueling canopy.

(c) How will the proposed variance impact existing and future land use?

The requested variances will not have an impact on the existing land use or future land use.

(d) How will the proposed variance impact adjacent property values?

The requested variances will not have a negative impact on adjacent property values.

(e) Will the variance negatively impact the general public health, safety, and welfare:

Yes No

Explanation:

The requested variances will not have a negative impact on the general public health, safety, or welfare.

(f) Will the variance conflict with existing conditions or public improvements such as schools, sewer/water systems, parks, roads, traffic patterns, etc.:

Yes No

Explanation:

The variances requested will not have any impact to existing conditions or proposed improvements.

(g) Describe reasons that strict enforcement of the code would involve practical difficulties or impose exceptional hardship

The lighting levels on-site are designed with safety for the customers. The requested signage is to properly mark the site for auto and truck access as well and provide visibility to passing motorists so they can maneuver to the correct lane to enter the site. The rear setback has mature trees to provide screening.

(h) Describe how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;

The signage is needed to help delineate the different services available on-site. It helps direct cars and trucks to the correct locations. The lighting levels are designed for customer safety. The screening for the rear setback already has mature trees along the railroad.

(i) Describe how the plight of the owner is due to unique circumstances;

This is a unique site in that it has multiple types of vehicles accessing the facilities and it is important to have proper lighting and signage for customer safety and accessibility.

(j) Describe how the variation, if granted, will not alter the essential character of the locality.

The requested variances will not alter the essential character of the area. The lighting is LED and downward directed and the signage is to help direct customers on-site. There is already screening along the rear of the property with mature vegetation.



PLANNING AND ZONING COMMISSION
PETITION FOR VARIANCE

(1) Strict enforcement of the code would involve practical difficulties or impose exceptional hardship;

Yes No Explanation: This is a large site that offers multiple services. To remove some of the signage would make it difficult to properly direct the cars and trucks to the correct driveway to access the appropriate fueling options. To meet the average lighting levels above the minimum some area could be made brighter.
The plan as designed meets the necessary levels for customer safety. There are already mature trees along the rear property line. The fence being closer to the parking area is better to stop debris from leaving the site when it is windy.

(2) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;

Yes No Explanation: This is a large site that offers multiple services. To remove some of the signage would make it difficult to properly direct the cars and trucks to the correct driveway to access the appropriate fueling options. To meet the average lighting levels above the minimum some area could be made brighter.
The plan as designed meets the necessary levels for customer safety. There are already mature trees along the rear property line. The fence being closer to the parking area is better to stop debris from leaving the site when it is windy.

(3) The plight of the owner is due to unique circumstances;

Yes No Explanation: This is a large site that offers multiple services. To remove some of the signage would make it difficult to properly direct the cars and trucks to the correct driveway to access the appropriate fueling options. To meet the average lighting levels above the minimum some area could be made brighter.
The plan as designed meets the necessary levels for customer safety. There are already mature trees along the rear property line. The fence being closer to the parking area is better to stop debris from leaving the site when it is windy.

(4) The variation, if granted, will not alter the essential character of the locality. Adequate evidence was submitted to establish practical difficulties or particular hardship so that, in the judgment of the PZC, a variation is permitted because the evidence sustained the existence of each of the above four conditions.

Yes No Explanation: The essential character of the surrounding properties will not be negatively impacted by the granting of the variances requested.




Required Public Notices

Unless otherwise confirmed below by acknowledgement of intent to complete notices, the City of Wilmington will complete all ordinance required public notice postings no less than 15 days and no more than 30 days prior to the scheduled public hearing. Such notices include the following:

- City shall provide and applicant shall post a sign on the subject property;
- Public Notice in a newspaper of general circulation;
- Written notice with certified return receipt to the owner of the record, as shown on the record of the local real estate tax collector, of all lots lying within 250 feet, exclusive of right-of-ways, of the property line for which the request is sought.


Only if Petitioner chooses to complete written notices. As the petitioner, I would like to complete the required written notices and take full responsibility for the accuracy and timeliness of said notices. Prior to mailing said notices I will confirm with City staff the ordinance required content of the letters, method of sending letters, and required affidavit of notice.

X 
Applicant's Signature

STATE OF ^{01/14/2022} ILLINOIS)
) SS.
 COUNTY OF ^{01/14/2022} WIL)

The undersigned hereby authorizes the filing of the aforesaid request and understands that the owner or an authorized agent must be present at the public hearing to present the request to the Plan Commission.

X 
OWNER of APPLICANT'S SIGNATURE

NOTARY PUBLIC:
 Sign: 

SUBSCRIBED AND SWORN to before me this 24 day of OCTOBER, 2022, and who has provided the proper identification and who did take an oath.


 AFFIDAVIT OF NOTARIAL PUBLIC HERE

Chapter 96 - SIGNS

Sections:

Footnotes:

--- (1) ---

Editor's note— Ord. No. 15-09-15-02 repealed Ch. 96 in its entirety and enacted a new chapter as set out herein. Former Ch. 96 pertained to similar subject matter and derived from Ord. 1607, passed Dec. 16, 2003 and amended by Ord. 11-03-15-03, § 1, passed March 15, 2011; Ord. 12-03-22-01, §§ 1. A.—E., passed March 22, 2012; Ord. 13-04-17-01, § 1, passed April 17, 2013; Ord. 12-05-15-04, § 1, passed May 15, 2012; Ord. 11-05-17-02, § 1, passed May 17, 2011; and Ord. 15-06-16-01, § 1, passed June 16, 2015.

96.01 - Purpose.

Signs should be regulated within the city for the following reasons:

- (A) To promote and protect the public health, safety, comfort, morals, convenience and general welfare of the residents of the city;
- (B) To enhance the physical appearance of the city by preserving the scenic and natural beauty of the area;
- (C) To promote the safety and recreational value of public travel;
- (D) To protect the public investment in streets and highways by reducing sign or advertising distractions that may increase traffic accidents;
- (E) To assure compatibility of signs with surrounding land uses;
- (F) To enhance the economy of the city by promoting the reasonable, orderly and effective display of signs and by avoiding the "canceling out" effect of conflicting adjacent signs.
- (G) To enable fair and consistent enforcement of these sign regulations.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.02 - Scope.

From and after the effective date of this subchapter, the use of all signs and portions of signs erected, altered with respect to height and area of sign face, added to, or relocated in the city shall be in conformity with the provisions of this subchapter. Any existing sign not in conformity with the regulations herein prescribed shall be regarded as nonconforming.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.03 - Interpretation.

- (A) The provisions of this subchapter shall be deemed to be an expression of the maximum allowable number and size of signs which cause the least potential conflict with surrounding uses and which promote an improved physical appearance and aesthetics within the City.
- (B) Where the conditions imposed by any provision of this subchapter upon the control of signs are either more restrictive or less restrictive than comparable conditions imposed by the provisions of any other law, ordinance, statute, resolution, rule or regulation of any governmental body, the regulations which are more restrictive or which impose higher standards shall govern.
- (C) When a sign type is not specifically listed in the sections devoted to permitted signs, it shall be assumed that such signs are hereby expressly prohibited.

96.04 - Rules.

- (A) The language set forth in this subchapter shall be interpreted as set forth in this section.
- (B) Words used in the present tense shall include the future; and words used in the singular number shall include the plural number, and the plural the singular.
- (C) The word "shall" is mandatory and not discretionary.
- (D) The word "may" is permissive.
- (E) All measured distances or standards shall be to the nearest integer; if a fraction is one-half or less, the integer next below shall be taken.
- (F) Height of signs shall be measured to the highest point thereon, from the crown of the street directly opposite the sign, or from the average normal grade level directly below the sign, whichever is higher.

96.05 - Definitions.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"Commercial or industrial marketing sign" means a sign placed upon private property advertising a commercial or industrial property is for sale of lease.

"Corner lot" means a lot with property lines of two streets bisecting on an angle.

"Construction sign" means a temporary sign announcing a proposed project, contractor, engineer, and/or architect.

"Directional inset" means an inset sign located within off-premise sign that acts as a directional sign plaza.

"Facade" means the face or wall of a building as it is presented to view; the apparent width and/or height of a building as viewed from streets, driveways, and parking lots. Minor changes in wall elevations do not constitute the creation of additional facades.

"Ground or monument sign" means a permanent sign which is supported by uprights or braces securely anchored in the ground, with no more than 18 inches of clear space between the bottom of the face of the sign and the grade beneath the sign face.

"Inflatable sign" means an object or device that can be filled with air or gas constructed so as to resemble a figure or object when inflated and generally used for advertising purposes.

"Mobile or arrow board sign" means a sign 32 square feet or less not designed to be permanently attached to a building or anchored to the ground; a sign designed to be moved from place to place.

"Off-premise sign" means a sign which directs attention to a commercial use, business, commodity, service, or activity not conducted, sold or offered upon the premises where the sign is located.

"Permanent sign" means any sign which is not a temporary sign.

"Pole sign" means any sign having a supporting structure with a size less than 25% of the total width of the sign with more than 18 inches of clear space between the bottom of the face of the sign and the grade beneath the sign face.

"Portable commercial sign" means a temporary portable commercial sign no larger than nine square feet in size and no higher than four feet off the ground, advertising a specific event, product or service. Such sign must be self-standing, cannot obstruct pedestrian traffic as determined by city Code of Ordinances and/or other state or federal laws such as the American Disabilities Act.

"Residential development sign" means a permanent ground sign placed at the major entrances to and identifying a residential development or residential planned unit development.

"Real estate sign" means a sign placed upon a property advertising that particular property for sale or lease.

"Residential marketing sign" means a sign placed on private property advertising a residential development.

"Shopping center" means a commercial development in excess of 10 acres of land improved with a structure of at least 50,000 square feet containing five or more distinct and separate retail businesses.

"Shopping plaza" means a commercial development in excess of one acre of land, improved with a structure containing three or more distinct and separate retail businesses, also sharing common parking areas and access drives.

"Sign" means any structure, vehicle, device, or any part thereof, which shall be used to identify, advertise or attract attention to any object, product, place, activity, person, institution, organization, firm, group, commodity, profession, enterprise, industry or business and which shall display or include any letter, word, model, number, banner, flag, pennant, insignia, device or representation used as announcement, direction or advertisement, and which is intended to be seen by persons in the public right-of-way.

"Sign area" means the total area of the sign to include the message surface, insignias, logos, sign face, structural supports, borders, and design/architectural features. In the event that individual letters or insignia are mounted directly to a wall or the sign area is of an irregular design, the sign area will be determined by utilizing the area of the smallest triangle, rectangle, or circle which can wholly enclose the surface area of the sign.

"Sign face" means the surface of a sign or sign board upon, against or through which a message or copy is displayed.

"Temporary sign" means a sign which, based on its manner of construction or assembly, is only intended to be displayed a limited length of time and/or any other sign, banner, or other advertising device or display constructed of cloth, canvas, cardboard, wallboard, or other light temporary materials, with or without a structural frame.

"Wall sign" means a sign attached directly to a building wall which does not extend more than 12 inches there from, nor extend above the eaves line of a gable, hip or gambrel roof, nor extend above the facade of a flat roof, nor above the deck line of a mansard roof.

"Window sign" means a temporary or permanent wall sign which is visible to persons in the public right-of-way and which is placed within or on the outside of a window or on the inside of a glass window, or on the inside of a building and within one foot of a window.

96.06 - Limit on number of signs.

The number of signs which may be maintained on any premises is governed by the zoning district in which the property is located. A double faced sign shall count as a single sign. Penalty, see Section 96.99.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.07 - Limit on sign area.

The total area of a sign which may be maintained on any premises is governed by the zoning district in which the property is located. A double faced sign shall count as a single sign. Penalty, see Section 96.99.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.08 - Permits for permanent signs.

(A) No permanent sign shall hereafter be erected, altered or moved until the person proposing to erect, alter or move such sign shall have obtained a permit from the building department. Such permit shall be issued only when the sign complies with all of the applicable provisions of this subchapter. The fee for granting such a permit shall be \$.50 per square foot of sign or a minimum of \$50 (to include both sides of double faced signs), and such other fees for an electrical sign as are provided by ordinance.

(B) Any person desiring such a permit shall file application upon a form which shall contain the following information:

- (1) Name, address and telephone number of the applicant;
- (2) A plot plan drawn to scale showing the location of the building, structure or lot to which the sign is to be attached or erected, and showing the position of the sign in relation to nearby buildings and thoroughfares;
- (3) A plan drawn to scale showing the design of the sign, materials used, method of construction, and means of attachment to the building or ground;
- (4) The name of the person, firm, corporation or association erecting, altering or moving the sign;
- (5) Written consent of the owner of the land on which the sign is to be erected, altered or relocated;
- (6) Any other information as the building department shall require in order to show full compliance with this subchapter and all applicable ordinances of the city.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.09 - Permits for temporary event signs.

(A) No temporary event sign shall be placed or erected until a permit has been issued by the building department. A temporary sign permit shall entitle the holder thereof to display such a sign for the time period specified within that zoning district as further stated therein.

(B) An application for a permit for a temporary event sign shall be made on a form provided by the city and be accompanied by written consent of the property owner. Permits for temporary signs must be kept on the premises where signs are displayed.

(C) Duration of Temporary Event Signs:

- (1) Temporary event signs advertising a special sale or event, not to exceed 30 days and not more than four times per calendar year with at least 30 days in between such advertising periods. No more than two temporary event signs shall be allowed per multi-tenant building.

(D) The safety and maintenance of temporary event signs shall be as provided in Section 96.14.

(E) Notwithstanding the above, one sandwich board sign not exceeding two feet wide by four feet high advertising goods and services that are offered by the business whose frontage the sign occupies and is only displayed during the hours that that business is open for business shall not require a permit provided that the sign, whether on a public or private way, does not block, nor pose a hazard to, pedestrian or vehicular traffic nor hinder exit from or entry to any building. A variance to the size limitations hereof may be granted upon the written approval of the city administrator, city engineer, and building department.

(Ord. 15-09-15-02, § 1, 9-15-15; Am. Ord. 16-02-16-01, § 1, passed 2-16-16; Am. Ord. 16-03-16-03, § 1, passed 3-16-16)

96.10 - Prohibited signs.

The following signs are prohibited:

- (A) Signs that contain statements, words, or pictures of an obscene, indecent, or immoral character, such as will offend public morals or decency.
- (B) Signs that contain or are an imitation of an official traffic sign or signal or contain the words "stop", "go slowly", "caution", "danger", "warning", or similar words.

- (C) Signs that are of a size, location, movement, content, coloring, or manner of illumination which may be confused with or construed as a traffic-co or which hide from view any traffic or street sign or signal.
- (D) Signs that advertise an activity, business, or product or service that are not or are no longer located on the property or premises upon which the sign is located.
- (E) Moving, rotating or animated signs, except traditional barber poles, not exceeding two feet in height and projecting not more than 12 inches from the building, utilized only to identify a hair cutting establishment. In authorizing the latter exemption, the corporate authorities find it in the public interest to retain this historic symbol of American commerce.
- (F) Searchlights other than for grand openings.
- (G) Windows painted or posted in excess of 50% of the viewing area.
- (H) Signs not listed in Sections 96.14 through 96.20 shall be deemed to be prohibited, even though such signs are not specifically listed in Section 96.10.
- (I) Signs in public rights-of-way which are not public signs, except for banners on light poles as approved by the city board.
- (J) Streamers, posters, ribbons, light strings except residential holiday lighting, light bulbs, light bands, spinners, attention-getting devices that move, blinking, electronic or flashing signs except time, temperature, date and informational signs with a time delay of not less than three seconds between copy, signs which exhibit changing natural or artificial light or color effects, festoon lighting, and neon signs.
- (K) Signs attached to trees, fences, public utility poles, standpipes, gutter drains or fire escapes, other than warning signs issued by government officials or public utilities.
- (L) Signs that emit an odor, sound or visible matter. Penalty, see Section 96.99.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.11 - Placement of signs on corner lots.

No sign having a height of more than 30 inches above the crown of adjacent streets shall be constructed or placed within the part of the yard or open area of a corner lot which is included within a triangular area of 25 feet from the point of intersection of the two street right-of-way lines forming such corner lot. Penalty, see Section 96.99.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.12 - Placement of signs near lot lines.

With the exception of wall-mounted signs not projecting more than 12 inches from wall, no sign shall be placed closer than five feet from any lot line. Temporary mobile signs shall be located not less than one foot from the property line and shall not obstruct the view of traffic. Penalty, see Section 96.99.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.13 - Illumination of signs.

The illumination of signs shall be diffused or indirect and shall be arranged so no direct rays shall reflect into a public way or any lot on the perimeter of the premises on which the signs are located. Exposed light bulbs, flashing, blinking and similar illumination are not permitted. Penalty, see Section 96.99.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.14 - Safety and maintenance.

- (A) Every sign and all parts thereof, including framework, supports, background, anchors and wiring systems shall be constructed and maintained in compliance with the building, electrical and fire protection codes of the city.
- (B) Structural Construction. All signs shall be constructed and maintained in sound structural condition. No sign shall be allowed to deteriorate to a condition in which it requires repairs or renovations in an amount that exceeds 50% of its current replacement cost. Signs that deteriorate to such a condition are in violation of this ordinance and shall be removed or replaced. The building commissioner shall have the authority to require removal or replacement of a sign if, in his/her opinion, the sign is deteriorated to an extent that it is no longer structurally sound. When a sign is replaced, it shall comply with the standards in this section at the time of replacement. Sign construction is reviewed by the building division based on the current applicable building codes. Penalty, see Section 96.99.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.15 - Signs permitted in all districts.

Unless otherwise stated, signs listed in this section are permitted in all zoning districts and shall not require a sign permit nor be counted when calculating the number of signs or square footage on a premises. However, such signs shall conform to all other general regulations in this subchapter, for example, height, area, setback, clearance and the like.

- (A) Name and address plates which give only the name and address of the resident of the building and which are not more than one square foot in sign area.
- (B) Memorial signs or tablets and signs denoting the date of erection of buildings, no larger than five square feet.
- (C) No trespassing signs or other such signs regulating the use of a property, not more than two square feet in sign area in residential districts and six square feet in all commercial and industrial districts.
- (D) Real estate signs, not exceeding six square feet per side in all districts. Such real estate signs shall be removed within 15 days after the premises so advertised has been sold or leased.
- (E) Up to six temporary real estate marketing signs no larger than six square feet in area shall be allowed to call attention and give directions to a residential subdivision. Such signs shall be considered temporary, must be located entirely on private property and can be up no longer than 48 hours over a 72-hour period.
- (F) Signs regulating on-premises traffic and parking, and signs denoting building facilities such as lavatories and public telephone areas, when less than six square feet in area and bearing no commercial advertising.
- (G) Signs erected by a governmental body, or under the direction of such a body, and bearing no commercial advertising, such as traffic signs, railroad crossing signs, safety signs, and signs identifying public schools and playgrounds.
- (H) The flag, pennant or insignia of any government, or of any religious, charitable or fraternal organization.
- (I) One logo flag of a company shall be allowed provided it is flown with and is not larger than the American flag.
- (J) Garage sale signs, not exceeding six square feet in area, may be placed at the curb in residential areas for not to exceed a total of six days.
- (K) Signs no larger than 32 square feet in area advertising the sale of edible farm products on the premises or advertising auctions. Such signs may remain for 30 days, must be located entirely on privately-owned property, and must be removed upon close of the event.
- (L) Signs announcing a candidate seeking political office or social issue. Such signs must adhere to the following:
 - (1) Signs cannot exceed six square feet in area in all residential zoning districts and 32 square feet in area in all other zoning districts.
 - (2) Must be installed, anchored and maintained sufficiently so as not to become deteriorated, blighted, unsafe, or capable of being blown or washed off the property.
 - (3) Located entirely within private property not closer than three feet from an adjacent property or public right-of-way.
- (M) Window signs of paper or similar material shall be allowed in commercial districts, provided that such signs are to be used to notify the public of special sales or current prices, and further provided that such signs do not take up more than 50% of the total window area.
- (N) Off-premise signs shall be permitted only under the following conditions:
 - (1) Off-premise signs shall be constructed, managed, and maintained by the city as a directional sign plaza.
 - (2) Off-premise signs and the directional insets will be constructed in a uniform manner designated by the city. All lettering (size, font, color, etc.), colors, and sizes shall be assigned by the city; however, the city will try to accommodate an applicant's request to the aesthetics of the sign if possible.
 - (3) The location of off-premise signs shall be designated and approved by the city board with a recommendation provided by the planning and zoning commission. An applicant may make a formal request in writing to the city for an off-premise sign; however, the location of an off-premise sign must meet the following criteria before approval can be granted:
 - (a) The directional inset must be for commercial, industrial, recreational, or institutional use. If the directional inset is for a specific use within a building, it must be for a single tenant building only. Multi-tenant buildings may use the name of the retail center on the directional inset.
 - (b) Three or more possible locations that meet the criteria herein must be able to benefit from the proposed off-premise sign.
 - (c) No off-premise sign can be located within 1,000 feet of another on the same street frontage.
 - (d) The use being proposed for an off-premise sign and/or directional inset must not be clearly visible from an arterial or major collector road when within 3,000 feet of its proposed directional inset location.
 - (4) If the commercial use, business, commodity, service, or activity is suspended, inactive or closed for one month or more at any given time, the City holds the right to remove the directional inset.
 - (5) The fee for granting a directional inset permit shall be a minimum of \$25.
- (O) Portable Commercial Sign. Such signs must be located entirely on private property, and must be taken indoors upon close of business each business day and may not interfere with pedestrian traffic in reference to the American Disabilities Act. Such signs shall be no larger than nine

square feet in size and no higher than four feet off the ground.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.16 - Signs permitted in residential and agricultural districts.

- (A) All signs are prohibited in residential and agricultural districts except as set forth in this section.
- (B) All signs enumerated in Section 96.15.
- (C) Name and address plates for buildings containing more than two dwelling units, provided that such signs shall not be more than three square feet in area.
- (D) Identification ground signs for nonresidential uses, such as churches, cemeteries, golf courses, private nonprofit recreational areas, provided that such signs are limited to one sign per building entrance, and provided that each such sign be limited to 32 square feet of area, and six feet in height.
- (E) Two permanent residential development ground signs shall be allowed at each entrance to a residential development and containing no commercial advertising, constructed entirely upon privately owned property, constructed of material which is the same or of a more permanent nature than the material used in the buildings and as approved by the planning and zoning commission and city board.
- (F) One temporary real estate marketing sign shall be allowed at the major entrance to a residential subdivision, not to exceed 64 square feet in area and 10 feet in height, containing the name of the development and the names of builders or units therein. Such signs shall be considered temporary and must obtain a temporary sign permit as outlined in Section 96.09. Such signs shall be removed when 90% of the residential building permits are issued for an entire development.
- (G) Two temporary real estate marketing signs shall be allowed on undeveloped and vacant land to call attention and/or give directions to either an on-site or off-site residential development. Each sign shall be located entirely on private property, shall not exceed 32 square feet in area and shall not have a total height of more than 10 feet. Such signs shall be considered temporary and must obtain a temporary sign permit as outlined in Section 96.09. Such signs shall be removed when 90% of the building permits have been issued for the entire development.
- (H) One temporary residential real estate sign shall be allowed on developed lots within a residential development for the purpose of advertising the lot for sale or lease. Each sign shall be located entirely on private property, shall not exceed 16 square feet in area and shall not have a total height of more than eight feet. Such signs are temporary and must obtain a temporary sign permit as outlined in Section 96.09.
- (I) One temporary real estate marketing sign shall be allowed for conforming model homes utilized to sell homes within that subdivision. Each sign shall be located entirely on private property, shall not exceed 16 square feet in area and shall not have a total height of more than eight feet. Such signs are temporary and must obtain a temporary sign permit as outlined in Section 96.09.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.17 - Signs in commercial zoning districts.

- (A) All signs are prohibited in the commercial districts except as set forth in this section.
- (B) All signs permitted in the residential districts. (See Sections 96.14 and 96.15.)
- (C) Ground or pole signs as follows:
 - (1) Single or combined use building and lot. One per street frontage, not to exceed 64 square feet of sign face and 96 square feet in total sign area and 10 feet in height for a ground sign or 32 square feet in total sign face and 10 feet in height for a pole sign.
 - (2) Shopping plaza. One per street frontage, not to exceed 120 square feet of sign copy or face and 180 square feet in total sign area and 10 feet in height for a ground sign or 32 square feet in total sign area and 10 feet in height for a pole sign.
 - (3) Shopping center or single or combined use building and lot over five acres. One per street frontage, not to exceed 150 square feet of sign face and 250 square feet in total sign area and 15 feet in height for a ground mounted sign, or 64 square feet of total sign face and area, or 15 feet in height for a pole sign, provided that advertising displayed thereon shall be limited to businesses or services found within the shopping center.
 - (4) No more than one gasoline price sign per street frontage not to exceed 10 square feet of sign face if attached to poles or 20 square feet in sign area if attached to a ground sign. The sign will not be included in the computation of the total signage requirement for the business.
 - (5) On-premise Directional and Instructional Signs. Those signs, which provide instruction or direction, and are located entirely on the property to which they pertain, and do not advertise a business. This includes, but is not limited to, such signs as those which identify a business location, restrooms, telephone, parking areas, entrances, exits, etc. Such signs may not exceed eight square feet in gross area per sign. Such signs must be identified on site plans for new developments or approved by the planning and zoning commission for existing businesses.
- (D) Wall signs as follows:
 - (1) Single use building and lot. Two signs per facade, but not to exceed a total of four such signs.

- (2) Combined use building and lot. Three signs per facade, but not to exceed a total of six such signs.
 - (3) Shopping plaza. One sign per individual business or other enterprise; two signs per corner unit, one on each facade.
 - (4) Shopping center. Same as shopping plaza.
 - (5) The above signs are limited to an area equal to 10% of the facade of the building containing the business or other enterprise of the facade upon which the sign is to be mounted.
 - (6) When a premise, building or business has a front and rear public entrance, a rear sign may be erected. The rear sign shall not exceed one-quarter square foot in size of the front sign area. Rear public entrance signs shall not be counted in calculating the total number of signs or sign area allowed for the premises.
- (E) Temporary signs as follows:
- (1) A permit must be obtained in accordance with Section 96.09.
 - (2) Each permit for a temporary sign is valid for a maximum of 30 days.
 - (3) One temporary sign permit shall be allowed per business establishment at any given time for a maximum of four permits per calendar year with a minimum of 30 days between permit expiration to permit application.
 - (4) Two temporary sign permits shall be allowed at any given time on or at a multi-tenant (strip mall) building. There shall be no maximum number of temporary sign permits a multi-tenant building may be issued per year.
 - (5) All temporary signs must be removed within 24 hours of the permit expiration.
 - (6) All temporary banner signs (without a ridged self-contained frame) must adhere to the following:
 - (a) Securely affixed to the wall of the associated building or by means of temporary stakes or poles specifically for the purpose of securing the temporary sign.
 - (b) Cannot be affected or attached to a tree, utility pole, other sign pole or other stationary object.
 - (c) The maximum height shall be four feet and not to exceed 32 square feet in total area.
 - (7) All temporary signs with a ridged self- contained frame (i.e. arrow board sign) cannot exceed a maximum height of 10 feet and cannot exceed 32 square feet in total area.
 - (8) All temporary signs must be located entirely on private property.
 - (9) One temporary real estate marketing sign shall be allowed at the major entrance to a commercial development that is still in the development phase not to exceed 32 square feet of sign area for each one acre of land area up to a maximum of 80 square feet of total sign area per face, and not to exceed 10 feet in height. Such signs shall only contain the name of the development, name of the developer and/or describe the units therein. Such signs shall be considered temporary, must obtain a temporary sign permit as outlined in Section 96.09 and be removed when 90% of the building permits have been issued for the entire development.
 - (10) Two temporary real estate marketing signs shall be allowed on undeveloped and vacant land to call attention and/or give directions to an off-site residential development. Each sign shall be located entirely on private property, shall not exceed 32 square feet in area and shall not have a total height of more than 10 feet. Such signs shall be considered temporary, must obtain a temporary sign permit as outlined in Section 96.09 and be removed when 90% of the residential building permits are issued for the advertised development.
 - (11) One temporary commercial real estate sign shall be allowed on developed lots within a commercial development for the purpose of advertising the property for sale or lease. Each sign shall be located entirely on private property, shall not exceed 16 square feet in area and shall not have a total height of more than eight feet. Such signs are temporary and must obtain a temporary sign permit as outlined in Section 96.09.
 - (12) Three temporary construction signs shall be allowed at the construction site during construction, alteration or repair of a structure to denote the architect, builder and/or name of the structure and its occupants-to-be. Such signs may be illuminated and shall be removed immediately upon completion, alteration or repair of the project. Each sign shall be located entirely on private property, shall not exceed 32 square feet in area and shall not have a total height of more than 10 feet. Such signs are temporary and must obtain a temporary sign permit as outlined in Section 96.09.
 - (13) One temporary sign permit shall be allowed per establishment for an inflatable marketing sign or searchlight for grand openings and special events for a 72-hour duration at any given time for a maximum of four permits per calendar year with a minimum of 30 days between permit expiration to permit application. No more than one permit shall be issued per multi-tenant building at any given time.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.18 - Signs in industrial zoning districts.

- (A) All signs are prohibited in the industrial districts except as set forth in this section.
- (B) All signs enumerated in Sections 96.14 and 96.15.

- (C) Wall signs: wall signs are limited to an area equal to 12% of the facade upon which the sign is to be mounted.
- (D) Ground signs and pole signs: one per street frontage, not to exceed 120 square feet of sign or face and 180 square feet in total sign area and 15 feet in height for a ground sign or 35 square feet in total sign face and area and 10 feet in height for a pole sign.
- (E) Real estate marketing sign: one per street frontage, not to exceed 32 square feet of sign area for each one acre of contiguous land area, but not to exceed a maximum of 100 square feet of area per sign face and not to exceed 15 feet in height. Such signs shall be considered temporary and have a temporary sign permit as outlined in Section 96.09.
- (F) Permanent industrial development signs at entrances to industrial parks shall not exceed 100 square feet of sign face and 150 of total sign area not to exceed 15 feet in height. Such signs shall be constructed entirely upon privately-owned property, constructed of material which is the same or of a more permanent nature than the material used in the buildings and as approved by the planning and zoning commission and city council.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.19 - Signs within an interstate corridor.

For those properties within 660 feet of an interstate highway and zoned B-3 or PID 5 the following provisions shall govern on premise signs rather than any inconsistent provision of Sections 96.01 through 96.99.

(A) Definitions:

"Awning" means a roof-like structure of fabric or similar non-rigid material attached to a rigid frame that is supported entirely or partially by an exterior building wall or a structure, either detached from or attached to and extending from the enclosed portion of a building, and used principally to provide shelter in connection with activities conducted in the principal building. This definition includes but is not limited to a fueling station.

"Canopy sign" means a sign incorporated into or attached to an awning.

"Hi-rise sign" means a freestanding sign on a pole, frame, or other support structure that is not attached to a building.

"Monument sign" means a free-standing sign, generally having a low profile where the base of the sign structure is on the ground or a maximum of 12 inches above the lowest point of the ground adjacent to the sign such that the sign has an appearance of a solid base.

"On premise sign" means a sign erected, maintained or used in the outdoor environment for the purpose of the display of messages appurtenant to the use of, products sold on, or the sale or lease of, the property on which it is displayed.

"On-site directional sign" means a sign exclusively limited to guiding the circulation of motorists or pedestrians on site.

"Wall mounted sign" means a sign that is attached to an exterior building wall or structure that does not extend more than three feet from the exterior building wall or structure and is entirely below the roof line of the building or structure to which it is attached.

- (B) Hi-rise signs. High-rise signs shall be allowed under the following circumstances. No more than one sign having a maximum height of 125 feet and having no more than 600 square feet of sign surface area shall be allowed per separate tax parcel. The required setback from a right-of-way shall be 10 feet.
- (C) Monument signs. Monument signs shall be allowed under the following circumstances. No more than one sign having a maximum height of 12 feet and having no more than 200 square feet of sign surface area shall be allowed per separate tax parcel and per side. Tandem (side by side) or stacked (one above the other) is prohibited. The required setback from a right-of-way shall be 10 feet. Mid-layout monument signs shall only be allowed as a conditional use. Mid-layout monument signs if granted as a conditional use shall consist of no more than one sign having a maximum height of 35 feet and having no more than 200 square feet of sign surface area per separate tax parcel and per side. Tandem (side by side) or stacked (one above the other) is prohibited. The required setback from a right-of-way shall be 10 feet.
- (D) Wall mounted. Wall mounted signs shall be allowed under the following circumstances. For each separate tax parcel, no more than 2 signs per tenant having a maximum sign surface area of 100 square feet per sign shall be allowed per tenant excepting that the largest tenant thereon shall be allowed up to five signs having a maximum sign surface area of 100 square feet per sign.
- (E) On-site directional signs. On-site directional signs shall be allowed under the following circumstances. On-site directional signs shall be a maximum height of eight feet and have no more than 30 square feet of sign surface. The required setback from a right-of-way shall be five feet. Where necessary for truck traffic, on-site directional signs shall be a maximum height of 14 feet and have no more than 30 square feet of sign surface. The required setback from a right-of-way shall be five feet. The amount of on-site directional signs shall be limited to only those signs that are necessary for directional purposes and all signs shall be located out of sight triangles.
- (E) Canopy signs. Canopy signs shall be allowed under the following circumstances. There shall be no more than two per side not extending beyond the canopy with a maximum sign surface area of 30 square feet per sign.
- (F) Electronic message center signs. Electronic message center signs are allowed only when all the signs on the site are in total compliance with the sign ordinance. One electronic message board is permitted per 750 linear feet of street frontage and not less than 10 feet from the public right-of-way. The code official may approve a five-percent maximum variance for justifiable reasons, e.g., sign in driveway. The sign surface area of the

electronic message center shall be counted in the overall surface area of the freestanding sign. Electronic message center signs shall not be permitted as a wall sign or part of a wall sign. Electronic message centers shall not exceed 300 square feet in area. Messages must instantaneously change without transitions or off time: Messages may dissolve or go blank and may either reappear in full display or solidify. No other special effects are allowed. Crawling messages are not allowed. Graphics shall be allowed as fixed displays. Moving graphics are not allowed and there shall be no graphics, logos, or displays that are animated, flashing, or scrolling. Exception: A "waving" American flag, which must initially be displayed as an image, then in accordance with the provisions above. Background colors or displays shall be allowed to change only when the message changes. The electronic message center shall be equipped with automatic dimming devices, sun screens and no external illumination. The illumination requirements must be met as set forth in Section 96.32 of this chapter. In addition to Section 96.32, Hi-rise and monument signs shall either be internally lit or dark sky compliant. Non-internally lit signs shall not exceed 1,100 lumens and shall not allow for light bleed over. Internally illuminated signage shall be designed to minimize the amount of light transmitted through the sign panel and not cause excessive glare.

(G) Prohibited Signs. All signs other than those allowed in this Chapter 96 are prohibited.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.20. - Reserved.

96.21 - Nonconforming signs.

- (A) All permanent signs which are legally in existence at the time of passage of this subchapter, but which do not conform to one or more provisions of this subchapter, shall be deemed to be a legal nonconforming use and may be continued only as provided in this subchapter.
- (B) Any nonconforming sign rendered nonconforming by the provisions of this subchapter may be continued in use, provided there is no physical change other than necessary maintenance and repair, except as otherwise permitted herein.
- (C) Whenever a nonconforming sign has been discontinued for a period of six consecutive months, or whenever there is evidently a clear intent on the part of the owner to abandon a nonconforming sign, such sign shall not, after being discontinued or abandoned, be reestablished, and the sign thereafter shall be brought into conformity with the regulations of this subchapter.
- (D) Normal maintenance of a nonconforming sign is permitted, including necessary nonstructural repairs or incidental alterations which do not extend or intensify the nonconforming features of the sign.
- (E) No structural alteration, enlargement or extension shall be made in a nonconforming sign, unless the alteration will result in eliminating the nonconforming use.
- (F) If a nonconforming sign is damaged or destroyed by any means to the extent of 50% or more of its replacement value at that time, or 50% or more of the physical structure, whichever is least, the sign can be rebuilt or used thereafter only for a conforming use and in compliance with the provisions of this subchapter. In the event the damage or destruction is less than 50%, the sign may then be restored to its original condition, and the use may be continued which existed at the time of such partial destruction until the nonconforming sign is otherwise abated by the provisions of this subchapter. In either event, restoration or repair must be started within a period of 30 days from the date of damage or destruction and diligently prosecuted to completion.
- (G) Existing temporary signs shall be removed or permitted hereunder no later than 30 days after the effective date of this subchapter. Penalty, see Section 96.99.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.22 - Duties.

The building department shall examine all applications for permits for erection of new signs to ensure conformity with the requirements of this subchapter, record and file all applications for permits with any accompanying plans and documents, make a periodic inspection of all signs in the city, and submit reports as directed by the city council.

(Ord. 15-09-15-02, § 1, 9-15-15)

96.99 - Penalties.

The violation of, or failure to comply, with any of the provisions of this code, or the erection, use or display of any sign not in compliance with all of the provisions of this code shall be and is declared to be unlawful.

- (A) Injunction and Abatement. The city, through its authorized agents, may initiate injunction or abatement proceedings or other appropriate action in a court of competent jurisdiction against any person who violates or fails to comply with any provision of this code or the erector, owner or user of an unlawful sign or owner of property on which an unlawful sign is located, to prevent, enjoin, abate or terminate violations of this code or the erection, use or display of any unlawful sign.

(B) Penalty. Any person, firm or corporation violating any provision in this title, for which another penalty is not provided, shall for a first offense be fined not less than \$50 nor more than \$750, for a second offense within one year thereafter, the person, firm or corporation shall be fined not less than \$100 nor more than \$750 and for a third or subsequent offense within one year after the first offense, the person, firm or corporation shall be fined not less than \$250 nor more than \$750. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(Ord. 15-09-15-02, § 1, 9-15-15)

150.86 - Screening between nonresidential and residential zoning districts.

In situations where a nonresidential use is constructed on a commercial or industrial zoned lot, and said lot is located adjacent to a residentially zoned lot, then the developer of the nonresidential use shall provide the following screening within the required rear and/or side yard building setback area:

- (A) Within this setback there shall be a landscaped area planted with one, two and one half inch caliper tree for every 30 feet of common property line and other ornamental vegetation having a height not less than six feet at the time of planting so that all nonresidential buildings and uses are effectively screened from the view of abutting residential properties.
- (B) In addition, there shall be placed at the property line a neat, clean and maintained sight-proof fence or wall having a minimum height of eight feet.
- (C) The use of earth sculpting or berms may be allowed in place of the fencing provided they are designed to provide the same screening effect and are designed to avoid erosion, drainage or maintenance problems.

(Ord. 1324, passed 1-4-00)

150.114 - Lighting.

To ensure the security of property and the safety of persons using any parking area, the following minimum lighting standards shall apply:

(A) For residential uses, lights shall be installed in all parking areas containing five or more parking spaces and shall be illuminated between dusk and dawn. For nonresidential uses, lights shall be installed in all parking areas containing five or more parking spaces and shall be illuminated between dusk and dawn whenever said premises are open for operation. "Open for operation" shall be any time that a retail business is open for the sale of goods or services or a retail, office, or industrial facility actually has employees working within or upon said premises, other than guards or watchmen. Lights shall be not more than 15 feet in height in residential zoning districts, and not more than 30 feet in height in other zoning districts.

(B) Where lighted areas are required, lighting shall be provided as follows:

	Minimum*	Maximum*
Residential zoning districts	1.5	2.0
Commercial zoning districts	2.0	5.0
Industrial zoning districts	2.5	5.0

*Average ground level foot-candles

(Ord. 1324, passed 1-4-00)



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

PERMITS

Location: IL Route 53 south of River Road
Reference No:099-98805
Municipality: City of Wilmington
Re: Love's Truck Stop

October 17, 2022
Ms. Kimberly Cooper
CESO
175 Montrose West Ave
Suite 400
Akron, OH 44321

Dear Ms. Cooper:

IDOT has completed its review of your revised Traffic Impact Study for the subject project. It is approved as submitted.

The Department recommends that you consider extending a regional multi-use trail in accordance with the City of Wilmington's request.

If you have any questions regarding this matter, please contact Howard Hamilton at howard.j.hamilton@illinois.gov.

Very truly yours,

Jose Rios, P.E.
Region One Engineer

A handwritten signature in black ink, appearing to read 'Kalpana Kannan-Hosadurga'.

By:
Kalpana Kannan-Hosadurga, P.E., PTOE
Arterial Traffic Operations Engineer

cc: Jeannine Smith - City of Wilmington

City of Wilmington Planning and Zoning Staff Report

SUBJECT: Concept Development at 507 E. Baltimore	AGENDA ITEM: 6
	MEETING DATE: November 3, 2022

TO: Honorable Members of the City of Wilmington Planning and Zoning Commission
FROM: Jeannine Smith, City Administrator

ACTION REQUESTED:

Jarrod Briscoe (Petitioner) approached the City with a land use petition for a drive thru lane at 507 E. Baltimore (see attached concept plan and aerial photo of property).

BACKGROUND:

Jarrod Briscoe is the contract buyer for the property located at 507 E. Baltimore formerly known as Lickety Split (PINs 0317253570010000 and 0317253570040000). Petitioner requests a conditional use to allow for a drive thru lane. The property is currently zoned B2-Light Commercial and most recently housed an ice cream shop. The proposed new use is the same and the proposed new name is Rt. 66 Creamery.

DISCUSSION:

Under the B2-Light Commercial Zoning District, Restaurants, excluding drive-through facilities are a permitted use. Conditional land uses and developments include all permitted and conditional uses which include drive-through facilities (see attached Zoning Code regulations).

Properties abutting the proposed development consist of the following zoning districts (see zoning map):

North	R2- Residential Single Family
South	R3- Residential Two Family
West	R2- Residential Single Family
East	R2- Residential Single Family

150.117 Off Street Parking dimensions require 5 stacking space for each drive-through window.

Restaurants with drive-through facilities	1 space for every 2 seats, plus 1 space for every employee on the maximum shift, plus 5 stacking spaces for each drive-through window
---	---

The City's Engineer preliminarily reviewed the site plan and suggests a right turn only out of the property to help traffic flow.

Other issues to consider are combining the lots, lot coverage and setbacks.

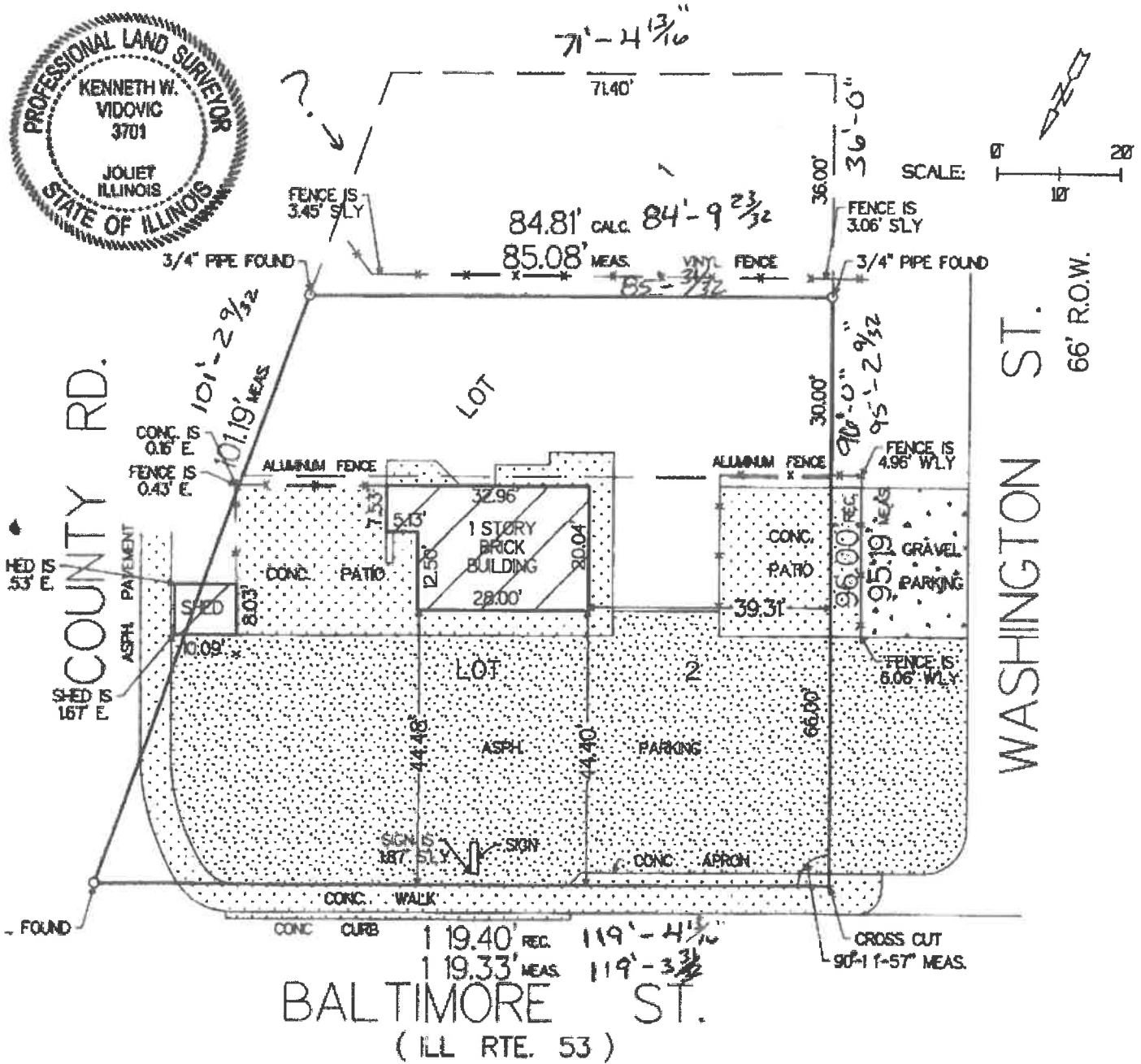
REQUEST:

Petitioner is requesting feedback from the Planning and Zoning as to his conceptual plan at this location before submitting a final site plan and conditional use permit request.

PLAT OF SURVEY

LOT 2 AND THE NORTHERLY 30 FEET OF LOT 1 IN BLOCK 57 IN THE ORIGINAL TOWN OF WINGESTER, (NOW CITY OF WILMINGTON), ACCORDING TO THE PLAT RECORDED MAY 16, 1836, IN BOOK A, PAGES 71 AND 72, AS DOCUMENT NO. 61, IN WILL COUNTY, ILLINOIS.

507 E. BALTIMORE STREET
WILMINGTON, IL





Conditional Use Application Supplement

Jarrod Briscoe

5/26/2022

Applicant's Name

Date

26651 S Jacob Dr. Channahon, IL 60410

Address (City, State, Zip)

Implement drive-through

Request

Provide justification as to how the request meets the following Standards for Approval as set forth in the City of Wilmington Municipal Code. Additional sheets may be attached, if necessary.

[Chapter 150.17](#) of the Wilmington Code of Ordinances provides that for a requested Conditional Use, the Planning and Zoning Commission shall provide findings of fact setting forth the reasons for the recommendation, and the findings shall set forth with particularity the following:

<p>(a) Proposed use of the property that warrants this application for a conditional use Walk-up and Drive-Through Creamery.</p>
<p>(b) If the proposed conditional use is approved, what improvements of construction are planned? (An accurate site plan may be required to establish that the proposed improvement can meet the minimum zoning requirements) Interior building remodel, minor exterior modifications to accommodate drive through (window), addition of drive-through. Optimize parking while maximizing unpaved area (grass/mulch/similar) for outdoor family recreation area.</p>
<p>(c) Identify the existing uses of the properties within the general area of the property in question Ice cream shop; proposed drive through area was unused.</p>

<p>(d) Identify the existing zoning classification of the properties within the general area of the property in question</p> <p>B2</p>
<p>(e) Describe how the proposed conditional use will not have an adverse effect on the value of adjacent properties. Compare the value of the subject property and nearby properties under the current zoning to their potential value under the proposed zoning.</p> <p>Proposed conditional use is for a vacant property; proposed use will improve the property with no negative effect to adjacent properties expected. No zoning change requested.</p>
<p>(f) Describe how the subject property cannot be reasonably used for any of the uses currently permitted under its current zoning classification. (<i>Physical and market conditions may be considered.</i>)</p> <p>No zoning change requested.</p>
<p>(g) Does the property have appropriate public facilities, such as sewer, water and roads, and other required services?</p> <p>Yes.</p>
<p>(h) How does the proposed conditional use, and ultimately the use of the property, relate to the land use plan of the current City of Wilmington Comprehensive Plan?</p> <p>The proposed use works towards maintaining the plan and does not call for major changes to land use.</p>
<p>(i) Describe how the establishment, maintenance or operation of the conditional use will not be detrimental to, or endanger the public health, safety, and general welfare.</p> <p>Drive-through will be inaccessible to pedestrian traffic. Recreational area of property will be safely separated from vehicle traffic and parking.</p>

(j) Describe how the conditional use will not be injurious to the use and enjoyment of other property in the immediate area for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood?

Small ice cream business to replace vacant, prior ice cream business; adverse concerns listed above not expected.

(k) Describe how the establishment of the conditional use will not impede the normal and orderly development and improvement of the adjacent property for uses permitted in the district.

Small ice cream business to replace vacant, prior ice cream business; adverse concerns listed above not expected.



PLANNING AND ZONING COMMISSION
PETITION FOR CONDITIONAL USE

(1) The proposed request conforms to the comprehensive plan; or conditions or trends of development have changed in the area of the request, since the adoption of the comprehensive plan, to warrant the need for different types of land uses or densities. Furthermore, the proposed conditional use is appropriate considering the length of time the property has been vacant, as originally zoned, and taking into account the surrounding area's trend of development.

Yes No Explanation: _____
No major change in land use; proposal works towards maintaining City of Wilmington Comprehensive Plan.

(2) The proposed conditional use conforms to the intent and purpose of Chapter 150 of the City of Wilmington's Code of Ordinances.

Yes No Explanation: _____

(3) The proposed conditional use will not have a significant detrimental effect on the long-range development of adjacent properties or on adjacent land uses.

Yes No Explanation: _____

(4) Adequate public facilities and services exist or can be provided.

Yes No Explanation: _____

Required Public Notices

Unless otherwise confirmed below by acknowledgment of intent to complete notices, the City of Wilmington will complete all ordinance required public notice postings no less than 15 days and no more than 30 days prior to the scheduled public hearing. Such notices include the following:

- City shall provide and applicant shall post a sign on the subject property;
- Public Notice in a newspaper of general circulation;
- Written notice with certified return receipt to the owner of the record, as shown on the record of the local real estate tax collector, of all lots lying within 250 feet, exclusive of right-of-ways, of the property line for which the request is sought.

Only if Petitioner chooses to complete written notices. As the petitioner, I would like to complete the required written notices and take full responsibility for the accuracy and timeliness of said notices. Prior to mailing said notices I will confirm with City staff the ordinance required content of the letters, method of sending letters, and required affidavit of notice.

X _____
Applicant's Signature

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)
The undersigned hereby authorizes the filing of the aforesaid request and understands that the owner or an authorized agent must be present at the public hearing to present the request to the Plan Commission.	
<p>X <u>Jarrob Briscoe</u> OWNER or APPLICANT'S SIGNATURE</p>	<p>NOTARY PUBLIC:</p> <p>Sign: _____</p>
<p>SUBSCRIBED AND SWORN to before me this <u>26th</u> day of <u>May</u>, 20<u>22</u>, and who has provided the proper identification and who did take an oath.</p>	<p>AFFIX STAMP HERE</p>



CITY REIMBURSEMENT AGREEMENT

This Agreement entered into this 26th day of May, 2022, between the City of Wilmington, an Illinois Municipal Corporation (hereinafter referred to as "CITY" and Route 66 Creamery LLC (hereinafter individually and collectively referred to as "DEVELOPER").

WHEREAS, DEVELOPER proposes to Implement drive-through located at and commonly known as 507 E Baltimore St. Wilmington, IL 60481 (hereinafter referred to as "PROJECT"); and

WHEREAS, as a result of the DEVELOPER'S PROJECT, the CITY must have its City, professional staff analyze, review and comment upon and perform other services solely on the CITY'S behalf from the time of the inception of the PROJECT through its completion; and

WHEREAS, the DEVELOPER acknowledges it is responsible to pay the CITY'S cost and expenses for staff services rather than impose the costs and expenses upon the CITY taxpayers and residents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of the sufficiency of which is expressly acknowledged by the parties by the execution hereof, it is hereby agreed as follows:

SECTION ONE. PROFESSIONAL FEES. The DEVELOPER will pay the CITY any and all reasonable professional staff fees, costs, and expenses incurred by the CITY as a result of or in conjunction with the DEVELOPER'S PROJECT from the date of this Agreement through the PROJECTS completion as determined by the CITY and/or CITY acceptance of all public improvements associated with the PROJECT, whichever occurs last.

For purposes of this Agreement, the CITY'S professional staff includes, but is not limited to, the City Administrator, Finance Director, its attorneys, engineers, land planners, surveyors, traffic and transportation consultants, and any other consultants the CITY determines is necessary to advise it in consultation with this process.

Fees shall include, but not be limited to, all-time associated with reviews, analysis, discussions, meetings, inspections, planning, and other work or services performed on behalf of the CITY in conjunction with the PROJECT.

The CITY'S professional staff fees shall be billed to the DEVELOPER in the amount of fees and expenses incurred by the CITY in conjunction with the Developer's project in the following sums:

SIZE OF DEVELOPMENT	SECURITY DEPOSIT
SINGLE LOT – FIVE ACRES OR LESS	\$500.00
FIVE TO TEN ACRES	\$3,000.00
ELEVEN TO NINETY-NINE ACRES	\$8,000.00
100 ACRES OR MORE	\$10,000.00

[Current Rate Schedule Subject to Change]

SECTION TWO. SECURITY. Concurrent with the execution of the Agreement, the DEVELOPER shall post and maintain, with the CITY, as security for the DEVELOPER'S payment of such professional fees, costs and expenses. The CITY is specifically authorized to apply this security in payment of such fees, costs and expenses in the event the DEVELOPER fails to make timely payments to the CITY as required under this Agreement. The DEVELOPER is obligated to continuously maintain this amount on deposit with the CITY until the PROJECT'S completion.

SECTION THREE. PAYMENT. The CITY shall provide the DEVELOPER with an itemized statement of fees it incurred. The DEVELOPER shall pay the CITY the full amount within thirty (30) days of the date of a statement from the CITY. If the DEVELOPER does not pay the statement in full within the thirty (30) day period, interest shall accrue on the unpaid balance at the rate of eighteen percent (18%) per annum. The CITY may also, following not less than 10 days written notification to the DEVELOPER, direct that all professional staff cease work on the PROJECT and that it be held in abeyance until the Developer pays all outstanding amounts due the CITY in full, and indefinitely hold and take no further action on any professional applications, permits, licenses or other matters until fully paid or otherwise resolved.

SECTION FOUR. COOPERATION. The DEVELOPER shall fully cooperate with the CITY, notice its officials and professional staff with respect to its PROJECT.

SECTION FIVE. REPRESENTATION OF CITY ONLY. The DEVELOPER acknowledges that the CITY'S in-house and professional staff solely represents the CITY and the CITY'S interest and does not represent the DEVELOPER.

SECTION SIX. CONFLICT. If the terms and provisions of this Agreement conflict with any ordinance of the CITY or agreement between the parties, the terms, and provisions of this City Reimbursement Agreement shall supersede, set, and control any other terms and provisions.

SECTION SEVEN. ATTORNEY'S FEES. In the event any suit is brought to enforce or which otherwise affects this Agreement, or any of its provisions, the DEVELOPER, in addition to all other costs, shall pay the CITY'S reasonable attorney's, expert witness fees, costs, and expenses associated with such litigation.

SECTION EIGHT. SEVERABILITY. The invalidity of any paragraph or subparagraph of this City Reimbursement Agreement shall not impair the validity of any other paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such

provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified by such Court.

SECTION NINE. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between the parties and there are no other agreements, representations, or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment, or change of this Agreement shall be valid unless by like instrument.

Dated at Wilmington, Will County, Illinois on the date written above.

CITY OF WILMINGTON,
an Illinois Municipal Corporation

BY: _____
Its duly authorized agent

DEVELOPER

BY: Jarrob Briscoe
Its duly authorized agent



Planning and Zoning Application Form

Application Request(s)

Check all that apply.

- Annexation Concept Site Plan Map Amendment PUD-Special Use Permit
- Preliminary Plat Final Site Plan Text Amendment
- Final Plat Variance Conditional Use Permit

The undersigned applicant(s) request(s) the corporate authorities of the City of Wilmington to approve the following application for the above checked item(s) in the City of Wilmington and in support of the said application, state(s) as follows:

Property and Request Information

<u>507 E Baltimore St.</u>	
Address of Request	
<u>Route 66 Creamery</u>	<u>0317253570010000 & 0317253570040000</u>
Project Name	PIN
<u>South side of Property</u>	
General Location	Property Size
<u>B2</u>	
Present Zoning	Previous Zoning
<u>Vacant</u>	<u>Route 66 Creamery (Ice Cream shop)</u>
Present Land Use	Proposed Land Use

Reason for Request/Description of Request: _____
 Requesting approval to Implement drive-through and requesting to combine PIN 0317253570010000 & 0317253570040000.

Building Permit Submitted? Yes No If yes, for what: _____

Complete the following Development information if applicable:

Development/Subdivision Name: _____

Type of Development: Residential Commercial Industrial Institutional

Number of Units/Lots (if applicable) _____

Buildings/Improvements on Property to Remain or be Removed? (describe): N/A

Floodplain in areas present on the property? Yes No

Professional Fee Agreement Submitted? Yes No

Applicant Information
Applicant/Developer

Owner Contract Purchaser Lessee Agent For:

Jarrold Briscoe
Primary Contact

26651 S Jacob Dr. Channahon, IL 60410
Address (City, State, Zip)

jarrod815@yahoo.com
Email

Route 66 Creamery Wilmington LLC
Business Name

(815) 693-6122
Phone

Fax

Property Owner (if different than applicant)

Judith A Sundine Revocable Trust
Name

22432 W Kankakee River Dr. Wilmington, IL 60481
Address (City, State, Zip)

(815) 405-6758
Phone

judysundine@sbcglobal.net
Email

(815) 476-7566
Fax

Project Team
Attorney

Name

Business Name

Address (City, State, Zip)

Email

Phone

Fax

Engineer

Name

Business Name

Address (City, State, Zip)

Email

Phone

Fax

Project Team (Continued)
Planning/Landscape Architect Consultant

Name _____

Business Name _____

Address (City, State, Zip) _____

Email _____

Phone _____

Fax _____

Submitted Materials Required

- Legal Description of Property (Hard Copy)
- Legal Description of Property (Emailed Copy)
- Disclosure of Beneficiaries Form - completed
- Non- Refundable Fees (all that apply)
 - Annexation: \$ _____
 - Preliminary Plat: \$ _____
 - Final Plat: \$ _____
 - Concept Site Plan: \$ _____
 - Final Site Plan: \$ _____
 - Variance: \$ _____
 - Map Amendment: \$ _____
 - Text Amendment: \$ _____
 - Conditional Use Permit: \$ _____
 - PUD-Special Use Permit: \$ _____

Amendment request(s) fees are the same as listed above.

- Variance, Special Use Permit and/or PUD Supplement(s)
- Plat of Survey, to scale and current
- For Variation(s): Marked up Plat of Survey illustrating variation(s)
- Any specific information which may help in the review and approval process

Applicable for new development only:

- Four (4) full-size, folded, collated copies of all applicable plans including but not limited to the following:
 - Site Plan with Complete Site Data, Preliminary/Final Plats, Architectural Elevations (Color and Black-Line)
 - Signs, Photometric Plan with Lighting Specifications, Tree Survey, Landscape Plan
- One (1) copy of the proposed covenants and restrictions
- A detailed description of business, proposed hours of operation, number of employees

Applicant Signatures

The undersigned below hereby certifies that he/she is the owner of the described property and has authorized an agent, which both agree to abide by all ordinances, regulations, and codes of the City of Wilmington as are in full force and effect on the date of the consideration of this application by the Corporate Authorities. The owner or applicant(s) also agree(s) to pay any and all fees, costs, and expenses of the City of Wilmington, including professional fees that are necessary and required to act on this application.

Route 66 Creamery

Project Name

Judith A Sundine Revocable Trust

Owner's Name

Jarrood Briscoe

Applicant's Name, if different than owner

Jarrood Briscoe

Digitally signed by Jarrod Briscoe
Date: 2022.05.26 10:10:31 -05'00'

Applicant's Signature

Owner's Signature

26651 S Jacob Dr. Channahon, IL 60410

Address (City, State, Zip)

5/26/2022

Date

Staff Use Only

Applicable Code Sections

Comprehensive Plan

Zoning of Adjacent Properties: North _____ South _____ East _____ West _____

Date Professional Fee Agreement was signed

Applicant's Name, if different than owner

Submittal Date

Received By

Address (City, State, Zip)

Payment Amount

Payment Type

Payment Date



DISCLOSURE OF BENEFICIARIES

1. PETITIONER:

Jarrold Briscoe

Route 66 Creamery Wilmington

Name

Business Name

26651 S Jacob Dr. Channahon, IL 60410

Address (City, State, Zip)

jarrod815@yahoo.com

(815) 693-6122

Email

Phone

2. NATURE OF BENEFIT SOUGHT: _____

3. NATURE OF APPLICANT

Natural Person

Corporation

Land Trust/ Trustee

Trust/Trustee

Partnership

Joint Venture

Limited Liability Company

4. If the applicant is an entity other than described in Section 3, please state the nature and characteristics of the applicant: _____

5. If your answer to Section 3 is anything other than (a) please identify every owner and beneficiary having any interest, real or personal, in such property, and every member, shareholder, limited partner, or general partner entitled to receive more than 7.5% of the total distributable income of any limited liability company, corporation, or limited partnership having interest in the property. However, if the interest, stock, or shares in a limited liability company, corporation, or general partnership is publicly traded and there is no readily known individual having greater than 7.5% interest, then a statement to such effect should be attached hereto.

NAME ADDRESS INTEREST

a. Jarrold Briscoe / 26651 S Jacob Dr. Channahon, IL 60410 / Partner

b. Ron Gonsoulin / 1119 Berkley Ln. Lemont, IL 60439 / Partner

c. _____

d. _____

NOTE: If your answer to Section 5 identifies an entity other than a natural person, then the same disclosure must be made for each entity.

6. PERSON MAKING THE DISCLOSURE ON BEHALF OF THE PETITIONER:

Name _____ Capacity _____

Address (City, State, Zip) _____

Email _____ Phone _____

VERIFICATION

I, _____, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the petitioner, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained herein are true in both substance and fact. I, _____, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the petitioner, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure.

BY: _____
Signature

Printed Name

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

NOTARY PUBLIC

(Seal)



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties."

2 Buyer Name(s) [PLEASE PRINT] Route 66 Creamery Wilmington LLC

3 Seller Name(s) [PLEASE PRINT] Judith A Sundine Revocable Trust

4 If Dual Agency applies, check here and complete Optional Paragraph 29.

5 **2. THE REAL ESTATE:** Real Estate is defined as the property, all improvements, the fixtures and Personal Property
6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
7 approximate lot size or acreage of _____ commonly known as:

8 507 E Baltimore St Wilmington IL 60481 Will

9 Address Unit # (If applicable) City State Zip County

10 Permanent Index Number(s): 0317253570010000 & 0317253570040000 Single Family Attached Single Family Detached Multi-Unit

11 If Designated Parking is Included: # of space(s) _____; identified as space(s) # _____; location _____

12 [CHECK TYPE] deeded space, PIN: _____ limited common element assigned space.

13 If Designated Storage is Included: # of space(s) _____; identified as space(s) # _____; location _____

14 [CHECK TYPE] deeded space, PIN: _____ limited common element assigned space.

15 **3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE:** All of the fixtures and included Personal Property
16 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise
17 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
18 together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:

- 19 Refrigerator Wine/Beverage Refrigerator Light Fixtures, as they exist Fireplace Gas Log(s)
- 20 Oven/Range/Stove Sump Pump(s) Built-in or attached shelving Smoke Detectors
- 21 Microwave Water Softener (unless rented) All Window Treatments & Hardware Carbon Monoxide Detectors
- 22 Dishwasher Central Air Conditioning Satellite Dish Invisible Fence System, Collar & Box
- 23 Garbage Disposal Central Humidifier Wall Mounted Brackets (AV/TV) Garage Door Opener(s)
- 24 Trash Compactor Central Vac & Equipment Security System(s) (unless rented) with all Transmitters
- 25 Washer All Tacked Down Carpeting Intercom System Outdoor Shed
- 26 Dryer Existing Storms & Screens Electronic or Media Air Filter(s) Outdoor Playset(s)
- 27 Attached Gas Grill Window Air Conditioner(s) Backup Generator System Planted Vegetation
- 28 Water Heater Ceiling Fan(s) Fireplace Screens/Doors/Grates Hardscape

29 Other Items Included at No Added Value: _____

30 Items Not Included: _____

31 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
32 operating condition at Possession except: N/A

33 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
34 regardless of age, and does not constitute a threat to health or safety.

35 If Home Warranty applies, check here and complete Optional Paragraph 32.

36 **4. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ 140,000.00. After the payment of Earnest
37 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
38 "Good Funds" as defined by law.

39 a) **CREDIT AT CLOSING:** [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final
40 settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller
41 agrees to credit \$ 0.00 to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

42 b) **EARNEST MONEY:** Earnest Money of \$ 2,000.00 shall be tendered to Escrowee on or before 3
43 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ 0.00 shall be tendered
44 by N/A, 20 _____. Earnest Money shall be held in trust for the mutual benefit of the Parties by

Buyer Initial [Signature] Buyer Initial _____ Seller Initial [Signature] Seller Initial _____

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45 [CHECK ONE]: Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee."

46 In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.

47 c) BALANCE DUE AT CLOSING: The Balance Due at Closing shall be the Purchase Price, plus or minus
48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 5. CLOSING: Closing shall be on 5-10 days after City Approval, 20 22 or at such time as mutually agreed by the Parties in
50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 6. POSSESSION: Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated
54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 7. FINANCING: [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]

56 _____ a) LOAN CONTINGENCY: Not later than forty-five (45) days after Date of Acceptance or five
57 (5) Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall
58 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan
59 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan
60 as follows: [CHECK ONE] fixed; adjustable; [CHECK ONE] conventional; FHA; VA; USDA;
61 other _____ loan for _____ % of the Purchase Price, plus private mortgage insurance (PMI),
62 if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____ % per annum,
63 amortized over not less than _____ years. Buyer shall pay discount points not to exceed _____ % of the loan amount.
64 Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.

65 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
66 Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide
67 such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
68 Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller
69 serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain
70 in full force and effect.

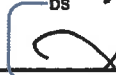
71 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
72 application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall
73 have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days
74 thereafter or any extension thereof agreed to by the Parties in writing.

75 A Party causing delay in the loan approval process shall not have the right to terminate under this
76 subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as
77 otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.

78 Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of
79 Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph
80 if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is
81 conditioned on the sale and/or closing of Buyer's existing real estate.

82 If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this
83 Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

84 _____ b) CASH TRANSACTION WITH NO MORTGAGE: [ALL CASH] If this selection is made, Buyer will pay
85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

Buyer Initial  Buyer Initial _____

Seller Initial  Seller Initial _____

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89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
92 share the title company escrow closing fee equally. Unless otherwise provided in Paragraph 30, this Contract shall
93 not be contingent upon the sale and/or closing of Buyer's existing real estate.

94 _____ c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing,
95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
100 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
101 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
102 in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent**
103 **upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's
104 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
105 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
106 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
107 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. Unless otherwise
108 provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing
109 real estate.

110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:
111 [CHECK ONE] has has not received a completed Illinois Residential Real Property Disclosure;
112 [CHECK ONE] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
113 [CHECK ONE] has has not received a Lead-Based Paint Disclosure;
114 [CHECK ONE] has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
115 [CHECK ONE] has has not received the Disclosure of Information on Radon Hazards.

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on 100 % of
123 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
127 entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to**
128 **which the Seller is not lawfully entitled.**
129 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
130 fees are \$ _____ per _____ (and, if applicable, Master/Umbrella Association fees are
131 \$ _____ per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
132 special assessments by the Association(s) confirmed prior to Date of Acceptance.

Buyer Initial DS Buyer Initial _____
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Seller Initial JES Seller Initial _____
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133 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
134 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

135 **10. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
136 Parties, by Notice, may:

- 137 a) Approve this Contract; or
- 138 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- 139 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
140 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the
141 proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written
142 agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either
143 Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed
144 terminated; or
- 145 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.
146 Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to
147 subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not
148 agreed upon, neither Buyer nor Seller may declare this contract null and void, and this contract shall remain
149 in full force and effect.

150 If Notice of disapproval or proposed modifications is not served within the time specified herein, the
151 provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force
152 and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null
153 and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit
154 unilateral reinstatement by withdrawal of any proposal(s).

155 **11. WAIVER OF PROFESSIONAL INSPECTIONS:** *[INITIAL IF APPLICABLE]* _____ Buyer acknowledges
156 the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of
157 the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

158 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** *[NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]*
159 Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental
160 regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection
161 services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect
162 infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to
163 make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned
164 on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against
165 any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

166 a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating
167 and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,
168 floors, appliances and foundation. A major component shall be deemed to be in operating condition, and
169 therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health
170 or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its
171 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic
172 nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall
173 not be a basis for the Buyer to cancel this Contract. A request by Buyer for credits or repairs in violation of
174 the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return
175 of Buyer's Earnest Money. If radon mitigation is performed, Seller shall pay for any retest.

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Seller Initial  Seller Initial _____
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176 b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any
177 inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days
178 for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. Buyer shall not send
179 any portion of the inspection report with the Notice provided under this subparagraph unless such
180 inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney. If
181 after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by
182 the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by
183 serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

184 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
185 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within
186 five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not
187 include any portion of the inspection reports unless requested by Seller.

188 d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
189 waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain
190 in full force and effect.

191 13. **HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an
192 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
193 Days after Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice with proof
194 of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within
195 the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in
196 full force and effect.

197 14. **FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
198 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
199 Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is
200 later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
201 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

202 15. **CONDOMINIUM/Common Interest Associations:** [IF APPLICABLE] The Parties agree that the terms
203 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting
204 terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest
205 Community Association Act or other applicable state association law ("Governing Law").

206 a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of
207 Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and
208 utility easements including any easements established by or implied from the Declaration/CCRs or
209 amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing
210 Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

211 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for
212 all special assessments confirmed prior to Date of Acceptance.

213 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
214 Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to
215 payment thereof. Absent such agreement either Party may declare the Contract null and void.

216 d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure
217 upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time
218 period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide
219 to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Buyer Initial  Buyer Initial _____

Seller Initial  Seller Initial _____

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220 Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or
221 additional documentation, Buyer agrees to comply with same.

222 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
223 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
224 conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or
225 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
226 Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the
227 receipt of the documents and information required by this paragraph, listing those deficiencies which are
228 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived
229 this contingency, and this Contract shall remain in full force and effect.

230 f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

231 16. **THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
232 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
233 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
234 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:
235 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not
236 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable
237 at the time of Closing.

238 17. **MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

239 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
240 closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of
241 transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall
242 be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

243 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
244 Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement
245 Procedures Act of 1974, as amended.

246 18. **TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
247 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
248 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a
249 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject
250 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing.
251 The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment
252 for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein
253 shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted
254 exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to
255 Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title
256 insurer commit to either insure against loss or damage that may result from such exceptions or survey matters
257 or insure against any court-ordered removal of the encroachments. If Seller fails to have such exceptions waived
258 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase
259 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit
260 of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
261 Insurance Policy.

262 19. **PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
263 condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

Buyer Initial  Buyer Initial _____

Seller Initial  Seller Initial _____

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264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
267 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
268 all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall
269 include the following statement placed near the professional land surveyor's seal and signature: "This professional
270 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
271 defined, is not a boundary survey and is not acceptable.

272 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
274 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
276 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
277 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
278 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
279 be applicable to this Contract, except as modified by this paragraph.

280 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition.
281 All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at
282 Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and
283 included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal
284 Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.

285 **22. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
286 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
287 notice from any association or governmental entity regarding:

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:

297 [INITIALS] ^{DS} AB JS There [CHECK ONE] are are not improvements to the Real Estate which are not
298 included in full in the determination of the most recent tax assessment.

299 [INITIALS] ^{DS} AB JS There [CHECK ONE] are are not improvements to the Real Estate which are eligible
300 for the home improvement tax exemption.

301 [INITIALS] ^{DS} AB JS There [CHECK ONE] is is not an unconfirmed pending special assessment affecting
302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

303 [INITIALS] ^{DS} AB JS The Real Estate [CHECK ONE] is is not located within a Special Assessment Area or
304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

Buyer Initial ^{DS} AB JS Buyer Initial _____

Seller Initial JS Seller Initial _____

Address: **507 E Baltimore St, Wilmington, IL 60481**

307 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
308 terminate this Contract by Notice to Seller and this Contract shall be null and void.

309 **23. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for
310 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
311 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
312 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall
313 be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration
314 shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation
315 after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon
316 demand.

317 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
319 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

320 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
323 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
324 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
325 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
326 established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format")
327 document incorporating the digital signature and sending same by electronic mail.

328 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
329 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
330 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
331 competent jurisdiction."

332 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided
333 for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the
334 Escrowee may elect to proceed as follows:

335 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
336 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends
337 to disburse in the absence of any written objection. If no written objection is received by the date indicated in
338 the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties.
339 If any Party objects in writing to the intended disbursement of Earnest Money then Earnest Money shall be
340 held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.

341 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
342 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited
343 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees
344 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee
345 for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional
346 costs and fees incurred in filing the Interpleader action.

347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all
348 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
349 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

350 a) By personal delivery; or

Buyer Initial  Buyer Initial _____
Address: **507 E Baltimore St, Wilmington, IL 60481**

Seller Initial JAS Seller Initial _____
v7.0

- 351 b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt
- 352 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 353 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
- 354 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during
- 355 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 356 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
- 357 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
- 358 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date
- 359 and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out
- 360 of future e-mail Notice by any form of Notice provided by this Contract; or
- 361 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
- 362 following deposit with the overnight delivery company.
- 363 f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's
- 364 Designated Agent in any of the manners provided above.
- 365 g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide
- 366 such courtesy copies shall not render Notice invalid.

367 **28. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties
 368 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect
 369 reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

370 **THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.**

371 *[INITIALS]* _____ **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
 372 consented to _____ *[LICENSEE]* acting as a Dual Agent in providing brokerage services on
 373 their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in
 374 this Contract.

375 _____ **30. SALE OF BUYER'S REAL ESTATE:**

376 a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

377 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

378 _____
 379 Address City State Zip

380 2) Buyer *[CHECK ONE]* has has not entered into a contract to sell Buyer's real estate.

381 If Buyer has entered into a contract to sell Buyer's real estate, that contract:

382 a) *[CHECK ONE]* is is not subject to a mortgage contingency.

383 b) *[CHECK ONE]* is is not subject to a real estate sale contingency.

384 c) *[CHECK ONE]* is is not subject to a real estate closing contingency.

385 3) Buyer *[CHECK ONE]* has has not publicly listed Buyer's real estate for sale with a licensed real estate broker
 386 and in a local multiple listing service.

387 4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple
 388 listing service, Buyer *[CHECK ONE]*:

389 a) Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local
 390 multiple listing service within five (5) Business Days after Date of Acceptance.

391 *[FOR INFORMATION ONLY]* Broker: _____

392 Broker's Address: _____ Phone: _____

393 b) Does not intend to list said real estate for sale.

Buyer Initial  Buyer Initial _____

Address: **507 E Baltimore St, Wilmington, IL 60481**

Seller Initial  Seller Initial _____

394 **b) CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

395 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is
396 in full force and effect as of _____, 20 _____. Such contract should provide for a closing date not
397 later than the Closing Date set forth in this Contract. If Notice is served on or before the date set forth in this
398 subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall
399 be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not
400 served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed
401 to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force
402 and effect. (If this paragraph is used, then the following paragraph must be completed.)

403 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b)
404 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate
405 prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real
406 estate on or before _____, 20 _____. If Notice that Buyer has not closed the sale of Buyer's real
407 estate is served before the close of business on the next Business Day after the date set forth in the preceding
408 sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence,
409 Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract
410 shall remain in full force and effect.

411 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph
412 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three
413 (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said Notice,
414 waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and
415 void as of the date of Notice. If Notice as required by this subparagraph is not served within the time
416 specified, Buyer shall be in default under the terms of this Contract.

417 **c) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency,
418 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

419 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph
420 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have ____ hours after Seller
421 gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).

422 2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served
423 on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should
424 be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies
425 shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all
426 Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:

- 427 a) By personal delivery effective at the time and date of personal delivery; or
- 428 b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be
429 effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
- 430 c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago
431 time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.


432 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.

433 4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer,
434 this Contract shall be null and void.

435 5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph
436 27 of this Contract.

437 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

Buyer Initial  Buyer Initial _____

Seller Initial  Seller Initial _____

Address: 507 E Baltimore St. Wilmington, IL 60481

438 d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
439 Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
440 money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified.
441 If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed
442 ineffective and this Contract shall be null and void.

443 e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations
444 contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

445 _____ **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
446 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
447 _____, 20 _____. In the event the prior contract is not cancelled within the time specified, this Contract
448 shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser
449 under the prior contract should not be served until after Attorney Review and Professional Inspections provisions
450 of this Contract have expired, been satisfied or waived.

451 _____ **32. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of
452 \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.


453 _____ **33. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well
454 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and
455 nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
456 Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating
457 that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller
458 shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of
459 remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach
460 agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional
461 testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional
462 testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for
463 necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a
464 copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

465 _____ **34. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within
466 ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated
467 not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state
468 regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by
469 termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses
470 evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the
471 report to proceed with the purchase or to declare this Contract null and void.

472 _____ **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the
473 date that is [CHECK ONE] _____ days after the date of Closing or _____, 20 ____ ("the Possession Date").
474 Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until
475 delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____
476 (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

- 477 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
478 and including the day of delivery of Possession if on or before the Possession Date;
- 479 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
480 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

Buyer Initial ^{DS}  Buyer Initial _____

Seller Initial  Seller Initial _____

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481 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
482 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
483 ds deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

484 MB 36. "AS IS" CONDITION: This Contract is for the sale and purchase of the Real Estate in its "As Is"
485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller
489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
490 performing any inspection. In the event the inspection reveals that the condition of the Real Estate is unacceptable
491 to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be
492 null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated
493 to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or
494 to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and
495 this Contract shall remain in full force and effect. Buyer acknowledges that the provisions of Paragraph 12 and the
496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
497 of rights by Buyer in Paragraph 33, if applicable.

498 _____ 37. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real
499 Estate by _____ Buyer's Specified Party, within five (5) Business Days after Date
500 of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller
501 within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this
502 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

503 MB 38. ATTACHMENTS: The following attachments, if any, are hereby incorporated into this Contract
504 [IDENTIFY BY TITLE]: Contract contingent upon City of Wilmington approval for a drive thru
505 _____

506 _____ 39. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon the
507 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with
508 such additional terms as either Party may deem necessary, providing for one or more of the following [CHECK APPLICABLE BOXES]:

- | | | |
|---|--|--|
| 509 <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| 510 or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| 511 <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant Land |
| 512 <input type="checkbox"/> Multi-Unit (4 Units or fewer) | <input type="checkbox"/> Interest Bearing Account | <input type="checkbox"/> Lease Purchase |

Buyer Initial MB Buyer Initial _____
Address: 507 E Baltimore St, Wilmington, IL 60481
Page 12 of 13

Seller Initial JAS Seller Initial _____
v7.0

513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
 514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.
 515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
 516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
 517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.
 5/22/2022

518 _____
 519 Date of Acceptance DATE OF ACCEPTANCE
 520  _____
 521 Buyer Signature Seller Signature
 522 _____
 523 Buyer Signature Seller Signature
 524 **Route 66 Creamery Wilmington LLC** **Judith A Sundine Revocable Trust**
 525 Print Buyer(s) Name(s) [REQUIRED] Print Seller(s) Name(s) [REQUIRED]
 526 **507 E Baltimore St.** **22432 W Kankakee River Dr.**
 527 Address [REQUIRED] Address [REQUIRED]
 528 **Wilmington Il 60481** **Wilmington Il 60481**
 529 City, State, Zip [REQUIRED] City, State, Zip [REQUIRED]
 530 **jarrod8152yahoo.com** **judysundine@sbcglobal.net**
 531 Phone E-mail Phone E-mail

532 **FOR INFORMATION ONLY**

533 Pro Real Estate	73501	78007257	Pro Real Estate	73501	78007257
534 Buyer's Brokerage	MLS #	State License #	Seller's Brokerage	MLS #	State License #
535 506 S Water St	Wilmington	60481	506 S Water St	Wilmington	60481
536 Address	City	Zip	Address	City	Zip
537 Judith Sundine	704142	475122060	Judith Sundine	704142	475122060
538 Buyer's Designated Agent	MLS #	State License #	Seller's Designated Agent	MLS #	State License #
539 (815) 476-7916			(815) 405-6758		(815) 476-7566
540 Phone		Fax	Phone		Fax
541 judysundine@sbcglobal.net			judysundine@sbcglobal.net		
542 E-mail			E-mail		
543 _____			Tom Rhodes	trhodes@odekirklaw.com	
544 Buyer's Attorney	E-mail		Seller's Attorney	E-mail	
545 _____			58 E Clinton St.	Joliet	Il 60432
546 Address	City	State Zip	Address	City	State Zip
547 _____			815-740-1700		
548 Phone		Fax	Phone		Fax
549 _____					
550 Mortgage Company		Phone	Homeowner's/Condo Association (if any)		Phone
551 _____					
552 Loan Officer		Phone/Fax	Management Co./Other Contact		Phone
553 _____					
554 Loan Officer E-mail			Management Co./Other Contact E-mail		

555 Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.
 556 Seller rejection: This offer was presented to Seller on _____, 20____ at ____:____ a.m./p.m. and rejected on _____
 557 _____, 20____ at ____:____ a.m./p.m. _____ [SELLER INITIALS]

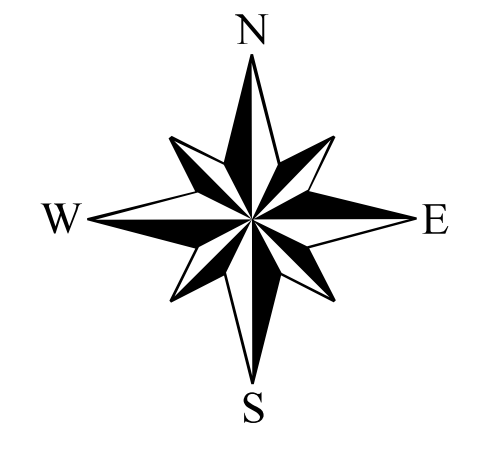
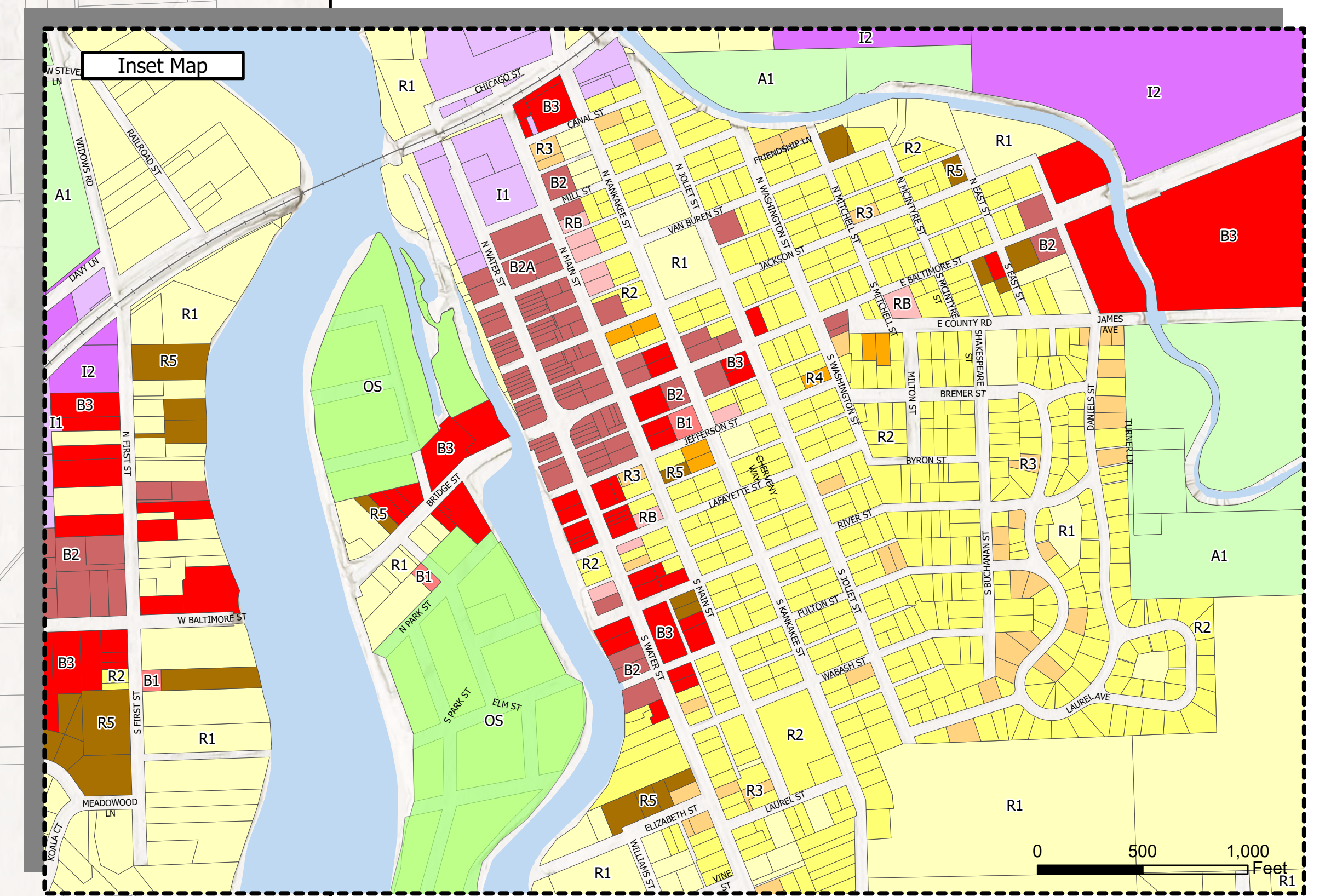
558 © 2018 Illinois Real Estate Lawyers Association. All rights reserved. Unauthorized duplication or alteration of this form or any portion thereof is prohibited. Official form available at www.irela.org
 559 (website of Illinois Real Estate Lawyers Association). Approved by the following organizations, December 2018: Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Chicago Bar Association
 560 · DuPage County Bar Association · Heartland REALTOR® Organization · Grundy County Bar Association · HomeTown Association of REALTORS® · Illinois Real Estate Lawyers Association · Illini Valley
 561 Association of REALTORS® · Kane County Bar Association · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar Association ·
 562 North Shore-Barrington Association of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · Oak Park Area Association of REALTORS® · REALTOR® Association of
 563 the Fox Valley, Inc. · Three Rivers Association of REALTORS · Will County Bar Association ·



CITY OF WILMINGTON 2022 ZONING MAP

Legend

- WILMINGTON CORPORATE LIMITS
- A1- AGRICULTURAL
- ER- ESTATE RESIDENTIAL
- GR- GENERAL RESIDENTIAL
- R1- RESIDENTIAL SINGLE FAMILY
- R2- RESIDENTIAL SINGLE FAMILY
- R3- RESIDENTIAL TWO FAMILY
- R4- RESIDENTIAL SINGLE FAMILY ATTACHED
- R5- RESIDENTIAL MULTI-FAMILY
- RB- RESTRICTED BUSINESS
- B1- NEIGHBORHOOD COMMERCIAL
- B2- LIGHT COMMERCIAL
- B2A- CENTRAL BUSINESS
- B3- GENERAL COMMERCIAL
- I1- OFFICE, RESEARCH, LIGHT INDUSTRIAL
- I2- LIGHT INDUSTRIAL
- I3- HEAVY INDUSTRIAL
- I4- LARGE SCALE INDUSTRIAL
- I5- LARGE SCALE PLANNED INDUSTRIAL
- OPEN SPACE



Approved by City Council on April 19, 2022

PUBLISHED BY AUTHORITY OF THE CITY COUNCIL OF THE CITY OF WILMINGTON, ILLINOIS 60481
 Parcel boundaries are to be used only as a reference and may change without notice. True property boundaries are shown in official legal descriptions and plats on file with the Will County Recorder of Deeds.

The Data is provided without warranty or any representation of accuracy, timeliness, or completeness. It is the responsibility of the "Requester" to determine accuracy, timeliness, completeness, and appropriateness of its use. The City of Wilmington makes no warranties, expressed or implied, to the use of the Data.

Parcel data provided by Will County GIS

150.60 - B-2 Light Commercial District.

- (A) Purpose and intent. The B-2 Light Commercial District encompasses areas located adjacent to arterial and major collector streets. The district is designed to accommodate retail and service needs of a wider population than the B-1 Neighborhood Commercial District.
- (B) Permitted land uses and developments.
- (1) Any use permitted in the B-1 Neighborhood Commercial District;
 - (2) Accessory uses;
 - (3) Bicycle sales, rental and repair stores;
 - (4) Catering establishments, including pizza delivery;
 - (5) Clothing and shoe stores, costume rental and sales;
 - (6) Clubs, lodges and meeting halls;
 - (7) Department, discount, general retail and variety stores;
 - (8) Electric appliance stores including radio and television sales and repair;
 - (9) Food stores, grocery stores, meat markets, bakeries and delicatessens;
 - (10) Funeral homes, mortuaries, cemeteries and mausoleums;
 - (11) Furniture stores, including upholstering when conducted as part of the retail operations and secondary to the principal use;
 - (12) Hardware stores;
 - (13) Household appliance stores, sales, service and rental;
 - (14) Interior decorating shops, including upholstering and making of draperies, slipcovers, and other similar articles, when conducted as a part of the retail operations and secondary to the principal use;
 - (15) Museums and art galleries;
 - (16) Musical instrument sales and repair;
 - (17) Office supply stores;
 - (18) Pet stores and animal grooming shops;
 - (19) Radio and television stations and recording studios;
 - (20) Recreational centers, health and fitness centers, and athletic clubs;
 - (21) Restaurants, excluding drive-through facilities;
 - (22) Schools for business, professional or technical training, music or dance;
 - (23) Sporting goods stores;
 - (24) Theaters, indoor;
 - (25) Toy stores.
- (C) Conditional land uses and developments.
- (1) All permitted and conditional uses which include drive-through facilities;
 - (2) Amusement establishments including, but not limited to, bowling alleys, pool halls, dance halls, skating rinks, video arcades and banquet facilities;
 - (3) Animal hospitals;
 - (4) Automobile service stations, repair facilities and car washes when used in conjunction with the automobile service station;
 - (5) Bars, taverns and package liquor stores;
 - (6) Car washes;
 - (7) Hotels and motels;
 - (8) Planned unit developments;
 - (9) Public utility and governmental service uses on lots having areas, widths, yards and other conditions as approved by the city council. Including, but not limited to:
 - (a) Electrical substations and booster stations,

- (b) Filtration plan, pumping station, well and water reservoir,
- (c) Sewage treatment plant,
- (d) Telephone exchange and microwave relay tower,
- (e) Other government and utility uses.

(10) Motor vehicle sales.

(D) Bulk and density requirements.

- (1) Minimum lot area. No minimum lot area is established in this district. However, lot dimensions shall be sufficient to meet the remaining density and dimensional regulations.
- (2) Minimum lot width. A minimum lot width of 100 feet shall be provided for each lot used for a permitted or conditional use.
- (3) Building setback requirements.
 - (a) Front yard. No principal building shall be allowed within 40 feet of any lot line or street right-of-way line.
 - (b) Side yard. None required except per subsection (D)(3)(e) of this section.
 - (c) Rear yard. None required except per subsection (D)(3)(e) of this section.
 - (d) Exception. Building setback requirements described above for side and rear yards adjacent to a railroad or a railroad siding shall not be applicable.
 - (e) Adjacency to a residential district. Where a side yard or rear yard in this district abuts a residential zoning district, no principal building shall be allowed within 30 feet of the residential lot line.
- (4) Maximum site coverage. Site coverage shall not exceed 70%.
- (5) Building height limitations. No building shall exceed three stories or 45 feet in height.

(E) Other development regulations.

- (1) Section 150.110 et seq. (Off-Street Parking and Loading).
- (2) Section 150.120 et seq. (Signs).

(Ord. 1324, passed 1-4-00; Am. Ord. 1655, 1-18-05)

150.117 - Amount of off-street parking space required.

The amount of off-street parking spaces for new uses or buildings, additions thereto, and additions to existing buildings shall be determined in accordance with the following minimum parking provisions, excepting as otherwise provided below, no parking area shall project into a required front yard, and provided that no parking area shall be permitted between the curb line and the property line in any district.

(A) Residential uses.

Single-family detached	2 spaces per dwelling unit
Single-family attached	2 spaces per dwelling unit
Two-family	2 spaces per dwelling unit
Mobile home	2 spaces per dwelling unit
Multiple-family dwellings	2 spaces per dwelling unit

(B) Commercial uses.

Auto service station	1 space per employee on the maximum shift plus 1 space per 500 square feet of floor area
Banks	1 space for each 250 square feet of floor area
Banks with drive-through facilities	1 space for each 250 square feet of floor area plus 5 stacking spaces for each drive-through teller window including automatic teller machines (ATM)
Barber shops and beauty parlors	1 space for each chair, plus one for each employee
Hotel, motel	1 space for every sleeping unit, 1 space for every employee on the maximum shift, plus 1 space for every vehicle customarily used in operation of the use or stored on the premises
Mortuaries or funeral homes	1 space for each 50 square feet of floor area
Office buildings	1 space for each 250 square feet of floor area
Outdoor sales	1 space for 2,500 square feet of sales lot area, plus 1 parking space for each employee per shift
Restaurants	1 space for every 3 seats, plus 1 space for every employee on the maximum shift
Restaurants with drive-through facilities	1 space for every 2 seats, plus 1 space for every employee on the maximum shift, plus 5 stacking spaces for each drive-through window

Retail stores	1 space for each 200 square feet of floor area
Wholesale businesses	1 space for each 500 square feet of floor area used for the display or sale of merchandise, excluding office space, plus one parking space for each employee per shift

(C) Institutional uses.

Churches	1 parking space for each 5 seats (one seat equals 2 feet of bench length)
Hospitals	1 space for each 4 beds, 1 space for each staff doctor, plus 1 space for each 2 full-time employees on shift, including nurses
Libraries, museums or art galleries	1 space for each 600 square feet of floor area plus 1 for every 4 employees
Schools, public and private, all grades	1 space for every classroom and office; 1 space for every 4 students over 16 years of age; 1 visitor space for each office; and 1 space for every non-teaching employee on the maximum shift
Schools, vocational, business and trade	1 space for every classroom, plus 1 for every 2 students

(D) Cultural, entertainment and sports facilities.

Athletic fields	20 spaces for every diamond or athletic field or 1 space for every 4 seats, whichever is greater. (One space equals 2 feet of bench length)
Bowling alleys	3 spaces for each alley
Community centers	1 space for every 300 square feet of floor area
Gymnasiums	1 space for every 300 square feet of floor area
Indoor swimming pool	1 space for every 300 square feet of floor area
Recreation and health centers	1 space for every 300 square feet of floor area
Cultural institution	2 parking spaces for every 1,000 square feet of gross floor area

Golf courses	4 spaces per hole plus 1 space per every 2 employees on the maximum shift
Parks, playgrounds and forest preserves	1 parking space for every 5,000 square feet of land area
Sports arenas, auditoriums, and theaters	1 parking space for each 5 seats or seating spaces

(E) Industrial uses.

Manufacturing plants, warehouses and offices	1 space for every employee on the maximum shift plus one space for every vehicle customarily used in the operation of the use or stored on the premises
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(Ord. 1324, passed 1-4-00)



County Rd

County Rd

County Rd

County Rd

25' to property line

30' to drive through

S Washington St

S Washington St

S Washing

N Washington St

Baltimore St

53

