Village of Lemont

PLANNING AND ZONING COMMISSION
March 1, 2023 – 6:30 PM
Village Hall - Village Board Room
418 Main Street, Lemont, IL 60439
AGENDA

I. CALL TO ORDER

- I.A Pledge of Allegiance
- I.B Verify Quorum
- I.C Approval of Minutes

II. CHAIRMAN'S COMMENTS

III. PUBLIC HEARINGS

- III.A Case 2023-01 Chicago Nursing Academy Special Use
- III.B Case 2023-03 UDO Amendments

IV. ACTION ITEMS

V. GENERAL DISCUSSION

VI. AUDIENCE PARTICIPATION

VII. ADJOURNMENT

418 Main Street | Lemont, IL 60439

TO: Planning and Zoning Commission
FROM: Jamie Tate, Community Development
THROUGH:
SUBJECT: Approval of Minutes
DATE: March 1, 2023

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

BOARD ACTION REQUESTED

ATTACHMENTS
Draft February PZC Minutes

Village of Lemont
Planning and Zoning Commission
Regular Meeting of February 1, 2023

A regular meeting of the Plan Commission for the Village of Lemont was held at 6:30 p.m. on Wednesday, February 1, 2023, in the second floor Board Room of the Village Hall, 418 Main Street, Lemont, Illinois.

I. CALL TO ORDER

A. Pledge of Allegiance

Chairman Studebaker called the meeting to order at 6:30 p.m. He then led the Pledge of Allegiance.

B. Verify Quorum

Upon roll call the following were:
Present: Carmody, Cunningham, McGleam, O'Connor, Pawlak, Zolecki, Studebaker
Absent: None

Consulting Planner Jamie Tate and Village Trustee Ron Stapleton were also present.

C. Approval of Minutes – January 11, 2023

Commissioner Cunningham made a motion, seconded by Commissioner Zolecki to approve the minutes from the January 11, 2023, special meeting with no changes. A roll call vote was taken:
Ayes: Cunningham, Zolecki, McGleam, Pawlak, Studebaker
Nays: None
Abstain: Carmody and O'Connor
Motion passed

II. CHAIRMAN'S COMMENTS

Chairman Studebaker greeted the audience and explained the procedure for the meeting. He then asked everyone to stand and raise his/her right hand. He then administered the oath.

III. PUBLIC HEARINGS

A. CASE 2023-02 – THE BRIDGE SPECIAL USE EXPANSION

Chairman Studebaker called for a motion to open the public hearing for Case 2023-02.

Commissioner Carmody made a motion, seconded by Commissioner McGleam to open the public hearing for Case 2023-02. A roll call vote was taken:
Ayes: Carmody, McGleam, Cunningham, O'Connor, Pawlak, Zolecki, Studebaker
Nays: None
Motion passed

Staff Presentation

Jamie Tate, Consulting Planner, said the applicant and the property owner is The Bridge, LLC. They are requesting approval for an expansion of the existing special use that they have to operate a banquet facility event center with outdoor dining in the Downtown District. The property is located at 44 Stephen Street and is on .43 acres. The proposal will allow for The Bridge to occupy the entire building which is 11,159 square feet. It is an expansion of 4,136 square feet. The additional function room is to primarily serve as an indoor wedding ceremony space. It is centered around a fireplace and open ceilings. The current 7,000-square-foot banquet space allows for a maximum occupancy of 395 persons and the proposed additional space will allow for additional 174 people for a total of 569 people. A capacity number is an architectural number and it is based on the square footage of interior space. The Bridge does advertise its events for having a maximum occupancy of 250 people.

Their initial special use for the banquet hall and outdoor area was approved on October 26, 2020, with conditions. Any change in intensity with a special use has to go through the special use process. The Future Use for the Comprehensive Plan shows this as mixed-use and it is in line with the plan. It also states in the Comprehensive Plan to develop the downtown as a destination for residents and visitors so the addition of an event center helps provide this destination point. The purpose of the downtown is to promote a mixture of commercial, cultural, institutional, governmental, and residential uses in a compact and pedestrian-orientated manner. This use does contribute to this purpose.

Mrs. Tate stated the applicant has stated about 75% of their business is weddings and then showers, shows, and parties. There is a pre-function room, a main room, a bride's room, and two bars. There is an outdoor space that has a pergola that was approved with the initial special use which is used for outdoor ceremonies or gathering space. The applicant is proposing modifications to the exterior along Front Street. It is to remove the existing overhead door and then they will infill the area with CMU to match the adjacent bays. There will also be the addition of glass block windows above the new doors. The southern entrance will have canopies over the doorways with tiebacks. There is an exposed staircase that goes down to the basement and the applicant is proposing to enclose the area with the matching CMU block and also do the roof over it to match the other entrances. All the exterior renovations will have to be discussed and approved through the Historic Preservation Committee.

During the initial public process in 2020, the predominant concerns that were heard were parking circulation and noise. There were conditions that were part of the special use which are listed in staff's packet. This is a great time to take a look at the business and the property to make sure these conditions are appropriate and working or is there something else that needs to be addressed. The size of the building and the existing space does allow for more guests. She has had some discussions with the owners and the 250 maximum people is a number that works for their business model. The applicants feel that their guests prefer to use the parking garage. The applicant has offered a shuttle service from the Metra lot but has found that it has not worked well. They did try doing a valet service but it has created more chaos.

Mrs. Tate said on their website they do have a section on parking which was suggested as part of the initial process. The applicant has not received any negative reviews regarding the parking. In the UDO, there is no minimum parking required for the use but rather it has to do with the size of the lot. If the lot is less than half an acre then it does not require any onsite parking. There are over 132 parking stalls within walking distance and that does not include 262 that are in the parking garage. The Downtown District was not intended to have onsite parking.

She asked the Police Chief if there have been any complaints or issues reported and there has been none. She did receive a phone call from one of the residents that lives in the Lofts. The complaint was with the parking, disorderly conduct from people leaving the site, and garbage left. Staff has received other complaints regarding the staging for caterers that are taking place on the public sidewalks on the south side of the building. There is no kitchen inside the building so the caterers would set up tents outside on the sidewalks. She had asked the applicant if this addition was going to alleviate all the staging that is taking place on the sidewalk and the applicant stated it would. The floor plan shows an additional staging room. There is a condition on this special use there cannot be any staging on the public right-of-way.

Mrs. Tate stated staff is recommending approval with conditions that are listed in staff's report. It does meet the goals of the Comprehensive Plan. The applicant is requesting the removal of some of the original conditions regarding parking. The applicant is requesting that there not be a limit of 250 people. However, staff is recommending maintaining the existing maximum of 250 people because she feels it is working. If it goes to an additional higher number then what would be the threshold or breaking point where it doesn't work.

Chairman Studebaker asked what was the 395 number.

Mrs. Tate said architecturally they could have up to 395 people with the 7,000 square feet that they currently operate. If you add on the additional space it would add 174 people so the total could be 569 people. For the Village, the 250 seems to be working. She then read the conditions listed in staff's report. The last condition pertains to the staircase that goes down into the basement and encroaches into the right-of-way. The condition is so that before any work is done on the staircase there has to be some sort of agreement or modification.

Commissioner McGleam asked what agreement exists for that business to occupy that public right-of-way.

Mrs. Tate stated it was with the initial process. It was a legal document from the attorneys that was more for liability. It was not a permit though but more of an encroachment agreement.

Commissioner Pawlak asked if this new proposal would remove those stairs.

Mrs. Tate said the entrance is not changing and they are only adding canopies to that entrance. She showed on the overhead where the outdoor stairs that lead to the basement are located that the applicant is proposing to enclose.

Commissioner Zolecki stated on Front Street the building is on a zero lot line.

Commissioner McGleam asked what kind of agreement allows them to have a portion of their building in a public right-of-way.

Commissioner Zolecki said he asked that question three years ago.

Commissioner McGleam stated the applicant should be buying that piece of the public right-of-way.

Mrs. Tate said she is waiting to hear back from the Village Attorney.

Commissioner Pawlak asked if there was another access to the basement besides that stairwell.

Mrs. Tate stated there is not.

Commissioner McGleam asked if there was a survey included in the plans.

Mrs. Tate then showed the survey on the overhead.

Commissioner McGleam said the basement stairwell is in the public right-of-way according to the survey.

Commissioner Pawlak asked about the 250 limit for capacity.

Mrs. Tate stated there was not a number before and the applicant is requesting to not have a limit. From the Village's standpoint and why the number was put in there, the applicant has used that number to run their business and there has not been an issue with that number. They are increasing the size of the building, but the 569 number seems like a lot. The new space is being used to complement the other space.

Chairman Studebaker asked if there were any further questions for staff. None responded. He then asked the applicant to come forward to make a presentation.

<u>Applicant Presentation</u>

Kevin Kulhanek, the applicant, said he does not have too much to add to staff's presentation. Their biggest concern is the limit on the 250 number. They are increasing the size and there previously was no limit on the building besides the architectural occupancy. They have no problem reaching out to the Village or the police if they have something above   250. As far as the staging on the sidewalks, this additional space will totally alleviate that issue. With some of their bigger events, the caterers did have problems fitting into their space. The caterers will be using the entrance on the south side but will not be using the public sidewalk. He has not heard of any issues with clean up and they do not allow anyone to walk outside with alcohol or food.

Commissioner O'Connor stated in the spirit of being a good neighbor maybe it would be helpful to do a survey of the outside of the building and make sure there is no garbage left behind.

Commissioner Cunningham asked if any documented procedures are given to the caterers explaining that the public right-of-way cannot be blocked.   He asked how are they to know that they are not allowed to do that.

Mr. Kulhanek said they work with the same five caterers and if the client goes outside that list there is a fee charged. He feels they did not have the space to be operating properly and it started to flow outside the building. They do not have any documented procedures but they can create something.

Commissioner O'Connor stated he has walked by the business several times and has seen the large vertical shelves that carry the food on the sidewalk. The caterers are not able to carry them up the stairs so is there another way to get them inside the building.

Mr. Kulhanek said the caterers will be able to get through the new entrance.

Commissioner O'Connor stated there is a block wall separating the two spaces. He asked if they plan on having two separate events going on at the same time.

Mr. Kulhanek said it is not part of the plan but it could be possible in the future. If there is a wedding in the big space though, in terms of noise, he feels it will not work. They are not changing the business model in terms of the maximum capacity to allow for weddings. The main use of the new space is so they don't have to flip the room anymore.

Commissioner McGleam asked if he knew what kind of agreement there was for the public right-of-way.

Mr. Kulhanek stated he did not know.

Chairman Studebaker asked if there were any further questions for the applicant. None responded. He then asked if there was anyone in the audience that wanted to speak in regard to this public hearing.

Public Comment

Samantha Tinman said she is a resident at the Lofts and her balcony overlooks The Bridge. She feels the applicant has done a great job with the building. Her only concern is the trash and garbage that is left around the building. There are a lot of alcohol and floral arrangements left along the canal and in the public garage. There are no receptacles in the garage for any of the garbage so it just gets left around. She asks that there be some kind of condition for some type of effort for the clean up on the canal and in the public garage. The maintenance staff for the Lofts is left to clean up the trash in the garage.

Marilyn Burr stated she is also a resident of the Lofts. She agrees with Mrs. Tinman about the garage. The feeling she got from some of the people leaving their venue was that she didn't belong at the Lofts. She is handicapped and she does park in the designated handicapped spots. There are no designated parking spots for handicapped parking for the residents. During these events, more and more people are starting to park in the public garage and she is being eliminated from having a convenient spot to her residence. There is a resident that comes back in the summer that also utilizes the handicapped parking. So sometimes you have to go to other levels of the garage or the other side of the garage to get a handicapped parking space.

Mrs. Tate said she also received another letter today from a resident at the Lofts which will be made part of the public record. Ms. Billig also provided pictures for the Commission.

Commissioner Carmody read the letter. Ms. Billig had concerns about the caterers blocking the public walkway on the south side of the building. There have been tents with tables set up, electrical cords draped across the sidewalk, carts, and even vehicles blocking the public sidewalk. Staff from the catering service sit outside the stairwell and in the back of the trucks smoking, eating, and talking which looks terrible for the people who are visiting the downtown area and for the residents. The other concern was with the cleanup and open alcohol allowed outside the wedding venue. Glasses and beer bottles are being left around on the trails, in front of the Post Office, and the parking garage. She asked before this use is expanded there needs to be a discussion about the cleanup that should be addressed. She does not feel parking is an issue but feels the parking garage is utilized last. She enjoys watching the weddings but is concerned about expanding the capacity beyond 250 people. She asked that the applicant address the issues with the caterers and provide more staff or security on Friday and Saturday nights to make sure their guests are not leaving the venue with open alcohol. The applicant should assist with cleanup efforts along the trail, parking garage, and venue.

Trustee Stapleton stated that the staircase had to be there when the building was originally built. He feels if there was any vacating of the public right-of-way they might not have the files from that far back.

Commissioner McGleam said if that portion was recorded it would show up on the survey. They are now putting a permanent foundation and wall in the public right-of-way.

Commissioner Zolecki stated the opportunity is here and with the expansion new deliveries are intended to come in through the new double doors on the south side. There is a striped loading zone directly in front of the stairway that was installed back in 2020. It could have been put there to help and accommodate this business. There is also stripping in front of the curb cut for the garage door that leads to the old Wags to Riches business. At one point it was a driveway. If you eliminate the loading zone in front of the door and keep the loading zone in front of the curb cut it might alleviate some of these problems. If we are talking about procedures then we need to clean this all up. Also, when they are talking about architecturally what is allowed for occupancy this is a code requirement, based on the use, for them to take the square footage divided by a certain number and then accommodate the egress to get the number of people that theoretically could be in there. The number of 395 people or 569 people in this space is the maximum amount of people that could theoretically be in there. The numbers are typically way extreme and it would be uncomfortable to have that many people in there. Lastly, there was talk about being neighborly and there was a clear message about trash. He is not sure what conditions they could put in here when there are requirements that already exist such as noise ordinances. It is a matter of abiding by it. When they look forward in the Village and with the Comprehensive Plan for density and mixed uses, it is on them and the Village to be more diligent with the enforcement of these things. They want the Village to be a more useful and vibrant place so then the businesses need to be more neighborly and the Village needs to be enforcing things better. At the beginning of the presentation, it was stated there has not been any complaints. If the residents are not calling then he would encourage them to call and build a record.

Commissioner Carmody said the first condition talks about eliminating conditions 5, 6, 8, 9, and 10. Based on what they heard this evening, conditions 9 and 10 are not being used but he feels they need to keep the other conditions.

Commissioner McGleam and Commissioner O’Connor agreed that conditions 5, 6, and 8 need to stay also.

Commissioner McGleam stated it sounds like the valet service is not necessary.

Commissioner Pawlak said he liked the idea of removing the stripped loading zone.

Commissioner Zolecki stated that is not a condition for the applicant but needs to be handled at the Village Board level.

Chairman Studebaker asked if there were any further comments or questions from the public. None responded. He then called for a motion to close the public hearing.

Commissioner McGleam made a motion, seconded by Commissioner O'Connor to close the public hearing. A roll call vote was taken:
Ayes: McGleam, O'Connor, Cunningham, Zolecki, Carmody, Pawlak, Studebaker
Nays: None
Motion passed

Plan Commission Discussion

Chairman Studebaker asked if there were any further comments or questions from the Commission. None responded. He then called for a motion for a recommendation.

Plan Commission Recommendation

Commissioner McGleam made a motion, seconded by Commissioner Carmody to recommend to the Mayor and Board of Trustees approval of Case 2023-02 – The Bridge Special Use Expansion with the following conditions:

1. Adhere to the conditions associated with the original special use and consider the removal of Conditions 9 and 10. The conditions proposed to be removed are regarding requiring valet for larger events.
2. Maintain the existing maximum occupancy number of 250 persons as advertised and used for events at The Bridge.
3. No staging, operations, or preparations for the purpose of an event by banquet staff may occur in the public right-of-way.
4. Any proposed work within the public right-of-way must be done under a public right-of-way vacation, where by the Village conveys the property to the applicant. This would also apply to the existing steel stair platform located within the public right-of-way.

A roll call vote was taken:
Ayes: McGleam, Carmody, Pawlak, Zolecki, Cunningham, O'Connor, Studebaker
Nays: None
Motion passed

Commissioner McGleam made a motion, seconded by Commissioner Cunningham to authorize the Chairman to approve the Findings of Fact for Case 2023-02 as prepared by staff. A roll call vote was taken:
Ayes: McGleam, Cunningham, Zolecki, O'Connor, Carmody, Pawlak, Studebaker
Nays: None
Motion passed

IV. ACTION ITEMS

None

V. GENERAL DISCUSSION

None

VI. AUDIENCE PARTICIPATION

Efrain Liccaga said he owns a small business on Stephen Street. He is happy with having more businesses in Lemont. He was thinking of building a home further down on Stephen Street but he is concerned with the number of people for the banquet hall. He asked if they are going to have police and security to back the residents up if things get out of hand.

Chairman Studebaker stated it seems like the Police have not been called regarding any issues. He is sure that if he called they would respond.

Mr. Lisaga asked if the Historic Preservation was going to approve the signage and design.

Commissioner McGleam said yes they do have to go through the HPC for approval.

Mr. Lisaga asked if there are still plans for the park on Stephen Street.

Mrs. Tate stated yes there is.

VII. ADJOURNMENT

Chairman Studebaker called for a motion to adjourn the meeting.

Commissioner O'Connor made a motion, seconded by Commissioner Pawlak to adjourn the meeting. A voice vote was taken:
Ayes: All
Nays: None
Motion passed

Minutes prepared by Peggy Billig

418 Main Street | Lemont, IL 60439

TO: Planning and Zoning Commission
FROM: Jamie Tate, Community Development
THROUGH:
SUBJECT: Case 2023-01 Chicago Nursing Academy Special Use
DATE: March 1, 2023

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

BOARD ACTION REQUESTED

ATTACHMENTS
PZC Memo, Analysis and Attachments

STAFF REPORT
TO: Planning & Zoning Commission
FROM: Jamie Tate, AICP, Consulting Planner
THRU: Jason Berry, CEcD, AICP, Economic & Community Development Director

VILLAGE OF LEMONT

CASE NUMBER & NAME 2023-01 Chicago Nursing Academy Special Use	**APPLICANT** Chicago Nursing Academy LLC (Nasanel Cohen)
DATE March 1, 2023	**PROPERTY ADDRESS/LOCATION** 1243 State Street Suite 101 PIN: 22-32-200-048-0000

BRIEF SUMMARY OF REQUEST

The applicant, Chicago Nursing Academy represented by Nasanel Cohen, acting on behalf of the owner of the center, is requesting approval of a special use for a trade school to occupy a 1,050 SF space in the Lemont Village Square at 1243 State Street. Trade schools are a special use in the B-3 zoning district.

The Chicago Nursing Academy is a vocational (trade) school that offers Certified Nursing Assistant (CNA) training to students above the age of 18. A trade school in the Unified Development Ordinance (UDO) is an institution that provides instruction in a skill that does not grant associate and bachelor's degrees. Special uses in the UDO are reviewed case-by-case intended to ensure consideration of the particular special use's anticipated land use, site design, and impacts While certain uses may be necessary or desirable within a given district, these certain uses, because of their potential influence upon neighboring uses or public facilities, need to be carefully regulated with respect to location or operation.

MAP SOURCE: Cook County GIS
N

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	REQUESTED ACTIONS	SIZE OF LEASED SPACE
B-3 Arterial Commercial District	Multi-tenant retail commercial center	**North**: B-3, Aldi **South:** B-3, Lemont Village tenants **East:** Unincorporated residential with a single-family home **West:** B-3, Jewel Commercial Plaza	Special Use to allow a Trade School in the B-3 Zoning District	1,050 SF

PROPERTY HISTORY

The subject property is a multi-tenant retail commercial center with a mix of users including: Aldi, Jeffrey Lamorte Salon & Day Spa, Betty's Bistro, a gaming retail store, Tap House Grill, Capri, Rosati's Pizza, a yoga studio and a nutrition retail store. Prior to the Chicago Nursing Academy occupying the space, the Lemont Center for the Arts, Art & Culture Commission of Lemont utilized Suite 101 offering exhibits, classes and special events. Village staff observed the Nursing Academy had moved in prior to obtaining occupancy and a business license, therefore not verifying appropriate zoning. Once the application was submitted, the proposed use was determined to be a special use. The lease has already been signed and the academy is in the space during this special use process. The school is a part of the Illinois Institute of Nursing Studies, Inc with an academy in Rockford, IL as well.

COMPATIBILITY with the COMPREHENSIVE PLAN	**COMPATIBILITY** with the UNIFIED DEVELOPMENT ORDINANCE
The proposal is compatible with the Lemont 2030 Comprehensive Plan as the future land use map designates the subject property as Community Retail (CR).	The proposal is compatible with the Unified Development Ordinance (UDO) if the special use is obtained.

STAFF RECOMMENDATION: **APPROVE** **APPROVE WITH CONDITIONS** **DENY**

ATTACHMENTS

1. Staff Analysis
2. Site Photographs
3. Application & Project Narrative
4. Lemont Village Site Plan

Attachment 1 – Staff Analysis – Chicago Nursing Academy Special Use

COMPREHENSIVE PLAN

The Lemont 2030 Comprehensive Plan identifies the subject site and the surrounding commercial area of 127th & State Street as Community Retail (CR). The community retail district is characterized by general retail uses, in addition to the convenience-orientated uses also found in the neighborhood retail district. Developments in this district are generally multi-tenant shopping centers typically with grocery store, discount store or large specialty store tenants as anchors. Other tenants are the same as what would be found in a neighborhood center: food service businesses, personal service businesses (i.e. salon) and financial service businesses (i.e. bank). Local residents still form the primary customer base for businesses in this district, but the businesses draw from a slightly larger area and some customers may travel longer distances to visit certain establishments.

While the Lemont 2030 plan does not mention trade schools or education facilities as a part of the Community Retail district, they are a special use in the B-3, Arterial Commercial Zoning District that encompasses the retail corridor of 127th & State Street. At an appropriate scale, a trade school or educational facility can be a healthy addition to a commercial center anticipating students to visit nearby and adjacent stores, restaurants and businesses. A trade school can draw new visitors to the Village bringing outside revenue and the school can also serve our existing residents by providing them an opportunity to gain an education.

GENERAL ANALYSIS & OVERVIEW OF PROPOSED USE

Per §17.06.010 and Table 17-06-01, a trade school is s special use in the B-3 zoning district. Lemont Village Square was annexed and zoned B-3 with a Planned Unit Development (PUD) in 2005. There have been two PUD amendments regarding Aldi and signage, but nothing in the PUD or the amendments addresses more or less uses in the center than listed in the Village's UDO. Lemont Village Square was approved with shared parking as typically found in multi-tenant commercial centers. The approved site plan in the Annexation Agreement and Planned Unit Development can be found in the attachments.

According to the applicant, the training model for the academy utilizes both online and in-person methods. Even with the online program, students must participate in 16 hours of in-person lab training with a licensed instructor. The proposed location in Suite 101 in Lemont Village Square will be used for these labs and will be divided into two parts: a classroom for reviewing coursework and testing, and a laboratory for demonstrating skills and techniques.

The academy plans to offer small class sizes between 8-16 students per class, primarily made up of individuals already employed in local healthcare settings looking to further their careers. The academy also plans to assist graduates with job placement opportunities by leveraging relationships with local facilities and agencies. The full narrative can be found in the Attachments.

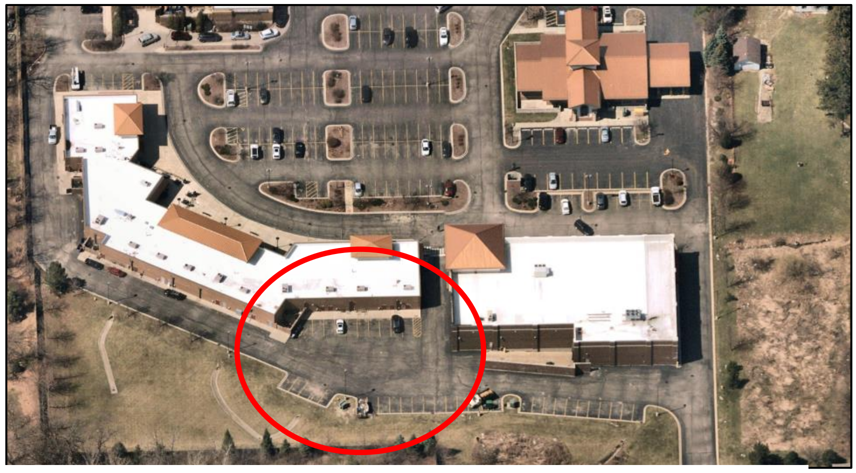


Figure 1: Approximately 20 parking stalls behind Suite 101.

The required parking in the UDO for 'educational facilities' is 'per special use approval'. It can be assumed that each student will drive their own car to park while attending class or labs. In this area of the plaza, there is parking located behind the building as demonstrated in Figure 1. With class sizes between 8-16 students and taking into account employees, all the parking could be found in the rear of the unit. Gaining access to the unit from the rear parking area is safe and convenient as there is a one-way drive aisle in between Aldi and the proposed Academy. During times of larger classes and other busy times in the plaza, the Academy should encourage its students to park behind the proposed space and walk to the unit utilizing the accessway.

STANDARDS FOR A SPECIAL USE

The UDO has standards for special uses and no special use shall be recommended by the Planning and Zoning Commission unless the special use:

1. Is deemed necessary for the public convenience at that location; and
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected; and
3. Will not cause substantial injury to the value of other property in the neighborhood in which it is located; and
4. Shall not create excessive demands on Village service or impair the ability of the Village to maintain the peace and provide adequate protection for its citizens; and
5. Is consistent with standards enumerated elsewhere in this ordinance for the specific use, including planned unit developments; and
6. Meets, as applicable, the standards for planned unit developments found in Chapter 17.08 of this ordinance.

A trade school is a special use in B-1, B-3, INT and all Residential zoning districts and allowed by right in the D-D. With a limited area within the Village to rightfully locate, a trade school and other educational facilities generally must go through the special use process. Falling within the UDO's definition, a trade school could be a cosmetology school, technology center, welding school, Union Training center or similar. Within the UDO's definition, it is quite possible the trade school could be very large and involve outdoor training equipment, therefore requiring stricter scrutiny than a smaller classroom and lab setting that can blend into a commercial retail center.

According to the applicant, there is a critical shortage of certified nursing assistants to care for the elderly. Chicago Nursing Academy provides affordable education and access to a well-paying profession, deeming the use necessary for the public convenience at this location. The school operates during normal business hours and will not interfere with neighboring businesses. Lastly, the applicant states the structure and location will remain unchanged therefore not creating any more demand for services and maintenance.

CONCLUSIONS & RECOMMENDATIONS

The prior occupant of the space operated as a gallery, classroom and event location for over 10 years. While the applicant did not follow the Village's process to obtain a business license and occupancy permit first, 'classes' were advertised as a part of the Lemont Center for the Arts space on the window signage, providing the applicant with the confidence their trade school use was allowed. The space should operate similarly with designated class times and a smaller group gathering in the space at one time. While retail tax generating businesses are most ideal in the B-3 zoning district, it's anticipated the students of the Nursing Academy will utilize adjacent businesses, stores and restaurants before or after class. Staff is recommending approval of Case 2023-01 Chicago Nursing Academy Special Use with the following conditions:

1. Encourage or require students to park in the rear of Suite 101. Staff would like the PZC to discuss parking for the proposed school and the opportunity to utilize the rear parking lot in this area.
2. If class sizes go beyond 20 students at one given time in the location, the applicant must notify the Village to determine if an increase in the intensity of the special use is caused. If an increase in the intensity of the special use is determined, the special use process must be revisited.

Attachment 2 - Site Photographs

Figure 1: View of Suite 101 in the 1243 State Street Lemont Village Square plaza

Figure 2: View of Lemont Square from State Street.

Figure 3: Proposed space within the development.

Figure 4: Not approved for occupancy notice.

Attachment 3

Application, Criteria and Project Narrative

Village of Lemont
Community Development Department
418 Main Street Lemont, Illinois 60439
phone (630) 257-1595
fax (630) 257-1598

Special Use Application Form

APPLICANT INFORMATION

NESHNEL COHEN
Applicant Name

CHICAGO NURSING ACADEMY LLC
Company/Organization

2630 W GREENLEAF CHICAGO ILLINOIS 60645
Applicant Address

773-470-3050
Telephone & Fax

INFO@CHICAGONURSINGACADEMY.COM
E-mail

CHECK ONE OF THE FOLLOWING:

_____ Applicant is the owner of the subject property and is the signer of this application.
_____ Applicant is the contract purchaser of the subject property.
_____ Applicant is acting on behalf of the beneficiary of a trust.
__✓__ Applicant is acting on behalf of the owner.

PROPERTY INFORMATON

1243 STATE ST SUITE 101 LEMONT IL 60439
Address of Subject Property/Properties

22-32-200-048-0000
Parcel Identification Number of Subject Property/Properties

1050 SF
Size of Subject Property/Properties

DESCRIPTION OF REQUEST

VOCATIONAL SCHOOL / TRADE SCHOOL
Brief description of the proposed special use

REQUIRED DOCUMENTS

See Form 501-A, *Special Use Application Checklist of Required Materials,* for items that must accompany this application.

FOR OFFICE USE ONLY

Application received on: ____________ By: ____________

Application deemed complete on: ____________ By: ____________

Current Zoning: ____________

Fee Amount Enclosed: ____________ Escrow Amount Enclosed: ____________

APPLICATION FEE & ESCROW

Application Fee = $500 for properties less than 10 acres, $750 for properties 10 acres or larger
Fee is non-refundable.

Required Escrow = $500
At the time of application, the applicant shall submit a check for the establishment of an escrow account. The escrow money shall be used to defray costs of public notice, consultants, or other direct costs incurred by the Village in association with the special use application. Additionally, should the applicant fail to remove the required public notice sign in a timely manner, the escrow account may be used to defray the costs of the sign's removal. After completion of the special use review process, any unused portion of the escrow account will be refunded upon request.

AFFIRMATION

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. I permit Village representatives to make all reasonable inspections and investigations of the subject property during the period of processing of this application. I understand that as part of this application I am required to establish an escrow account to pay for direct costs associated with the approval of this application, such as the fulfillment of public notice requirements, removal of the public notice sign, taking of minutes at the public hearing and fees for consultants hired by the Village to evaluate this application. I understand that the submitted fee is non-refundable and that any escrow amount leftover upon project completion will be refunded upon request. I understand that I am responsible for the posting of a public hearing sign and for the mailing of legal notice to all surrounding property owners as required by Village ordinances and state law.

[signature] 12/13/2022

Signature of Applicant Date

ILLINOIS COOK

State County

I, the undersigned, a Notary Public in and for the aforesaid County and State, do hereby certify that Nesanel Cohen 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.

Sara N Brody

Notary Signature

Given under my hand and notary seal this 13 day of December A.D. 20 22.

My commission expires this 8 day of July A.D. 20 26.

SARA N BRODY
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 08, 2026

FIRST NATIONAL
REALTY PARTNERS

151 Bodman Place, Suite 201
Red Bank, NJ
800-605-4966
www.fnrpusa.com

December 16, 2022

Electronic Transmission Only
Village of Lemont – Community Development Department
418 Main Street
Lemont, IL 60439

RE: Lease dated July 19, 2022 (as may be amended or assigned, the "Lease") between Lemont Village LLC ("Landlord") and Chicago Nursing Academy LLC ("Tenant") for that certain premises more particularly described in the Lease located within the shopping center known as Lemont Village ("Premises")

To whom it may concern:

The undersigned is an authorized signatory for FNRP Realty Advisors LLC ("Manager"), the manager of Landlord.

Pursuant to the Lease, Tenant is entitled to use the Premises for "the operation of a clinical nursing site and education center" ("Permitted Use").

It is Landlord's understanding that, at present, the Village of Lemont ("Village") has zoning regulations which preclude the Permitted Use at the Premises. Landlord further understands that Tenant is required to apply for and obtain a special use ("SUP") by the Village to engage in the Permitted Use at the Premises.

Landlord hereby consents to Tenant applying for and pursing the SUP with Village so that Tenant may use the Premises for the Permitted Use.

Nothing contained in this notice shall be deemed or construed as a waiver of any rights, powers, privileges, or remedies which Landlord may have, nor shall anything contained herein be deemed an election of remedies under the Lease, and Landlord expressly reserves all of its rights, powers, privileges and remedies as provided by the Lease and as provided at law or in equity.

Very truly yours,

Andrew DeNardo
Authorized Signatory

[acknowledgement to follow]

LANDLORD'S ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS:
COUNTY OF MONMOUTH)

The foregoing was acknowledged before me, a Notary Public, in and for said County, by Andrew DeNardo, who is personally known to me and who is the Authorized Signatory of FNRP Realty Advisors LLC, a Delaware limited liability company, the Manager of Lemont Village LLC, a Delaware limited liability company, on behalf of the limited liability company, this 21 day of December, 2022.

Valerie Antista
Notary Public

VALERIE ANTISTA
Notary Public, State of New Jersey
Commission # 50180275
My Commission Expires 12/17/

LIMITED LIABILITY COMPANY AGREEMENT
OF
LEMONT VILLAGE LLC

This Limited Liability Company Agreement (together with the schedules attached hereto, this "Agreement") of Lemont Village LLC, a Delaware limited liability company (the "Company"), is entered into by FNRP Realty Advisors LLC, a Delaware limited liability company (the "Manager"), the undersigned member(s) (whether one or more, referenced to herein as the "Member"). Capitalized terms used and not otherwise defined herein have the meanings set forth on Schedule A hereto.

The Member, by execution of this Agreement, hereby forms the Company as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.), as amended from time to time (the "Act"), and this Agreement, and the Member hereby agree as follows:

Section 1. Name.

The name of the limited liability company formed hereby is LEMONT VILLAGE LLC.

Section 2. Principal Business Office.

The principal business office of the Company shall be located at 125 Half Mile Road, Suite 207, Red Bank, New Jersey 07701 or such other location as may hereafter be determined by the Member.

Section 3. Registered Office.

The address of the registered office of the Company in the State of Delaware is National Registered Agents, Inc., 1209 Orange Street, New Castle, DE 19801.

Section 4. Registered Agent.

The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is National Registered Agents, Inc., 1209 Orange Street, New Castle, DE 19801.

Section 5. Members.

(a) The mailing address of the Member is set forth on Schedule B attached hereto. The Member was admitted to the Company as a member of the Company upon its execution of a counterpart signature page to this Agreement.

(b) Subject to Section 9(e), the Member may act by written consent.

(c) Intentionally Deleted.

Section 6. Certificates.

An "authorized person" within the meaning of the Act, executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member or the Manager shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in each state in which the Property is located, and in any other jurisdiction in which the Company may wish to conduct business.

The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation as provided in the Act.

Section 7. Purposes.

(a) The sole purpose of the Company has been, is and will be, to acquire, own, hold, maintain, pledge mortgage, and operate its interest in the Property, together with such other activities as may be necessary or advisable in connection with the ownership and operation of the Property as permitted under the Lender's loan documents including the Promissory Note, Mortgage Security Agreement, Absolute Assignment of Leases and Rents, Certificate of Indemnity Regarding Hazardous Substances, Escrow Agreement, Side Letter, Property Manager's Agreement and Consent and any and all other loan documents and instruments (as from time to time, amended, restated and extended) required by Lender (as defined herein), such documents are hereinafter collectively referred to as the "Loan Documents". The Company has not engaged, and does not and shall not engage, in any business, and it has and shall have no purpose, unrelated to the Property. The Company has not owned, does not own and shall not acquire, any real property or own assets other than those related to the Property and/or otherwise in furtherance of the limited purposes of the Company.

(b) The Manager on behalf of the Company may enter into and perform all obligations under the Basic Documents and all documents, agreements, certificates, or financing statements contemplated thereby or related thereto, all without any further act, vote or approval of any Member, Manager or other Person notwithstanding any other provision of this Agreement, the Act or applicable law, rule or regulation. The foregoing authorization shall not be deemed a restriction on the powers of Manager to enter into other agreements on behalf of the Company.

Section 8. Powers.

Subject to Sections 9(e) and 9(f), the Company, and the Manager on behalf of the Company, (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 7 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

Section 9. Management.

(a) The Manager. Subject to Sections 9(e) and 9(f), the business and affairs of the Company shall be managed by the Manager designated by the Member. The initial Manager is FNRP Realty Advisors LLC, a Delaware limited liability company.

(b) Powers. Subject to Sections 9(e) and 9(f), the Manager shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise. Subject to Sections 7 and 9, the Manager has the authority to bind the Company. The Manager of the Company is hereby authorized to execute, on behalf of the Company, any and all documents and agreements necessary or incidental to the acquisition of the Property, including, without limitation, the Purchase Agreement and the Loan Documents.

(c) Removal of the Manager. Unless otherwise restricted by law, the Manager may be removed or expelled, with or without cause, at any time by the Member, and, any vacancy caused by any such removal or expulsion may be filled by action of the Member. Notwithstanding the foregoing to the contrary, for so long as any Obligations remain outstanding, FNRP Realty Advisors LLC shall continue as the Manager of the Company.

(d) The Manager as Agent. To the extent of its powers set forth in this Agreement and subject to Sections 9(e) and 9(f), the Manager is an agent of the Company for the purpose of the Company's business, and the actions of the Manager taken in accordance with such powers set forth in this Agreement shall bind the Company.

(e) Notwithstanding anything to the contrary in this Agreement or in any other document governing the formation, management or operation of the Company, until the Loan is repaid in full, the Company:

(i) will be organized solely for the purposes of acquiring, owning, holding, leasing, operating, managing, maintaining, developing and improving the Property (or an undivided interest therein) and for contracting for the operation, maintenance, management, development and future sale of the Property, entering into and perform its obligations under the Loan Documents, selling, transferring, servicing, conveying, disposing, pledging, assigning, borrowing money against, financing, refinancing, or otherwise dealing with the Property to the extent permitted under the Loan Documents; and engaging in any lawful business, act or activity permitted to entities organized under the laws of the State of Delaware that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above mentioned purposes.

(ii) will not be obligated for the debts of any other person or entity or hold out its credit as being available to pay the obligations of any other person or entity;

(iii) will not engage, directly or indirectly, in any business other than as required or permitted to be performed under this Agreement;

(iv) will not incur, create or assume any debt other than (i) the Loan evidenced by the Loan Documents and (ii) unsecured trade payables incurred in the ordinary course of its business that are related to the ownership and operation of the Property and which shall (A) not exceed two percent (2%) of the outstanding balance of the Loan, (B) not be evidenced by the Loan Documents, (C) be payable in full within thirty (30) days and (D) otherwise be expressly permitted under the Loan Documents;

(v) will not make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any person or entity, except that the Company may invest in those investments permitted under the Loan Documents;

(vi) will not engage in any dissolution, liquidation, consolidation, merger, sale or other transfer of any of its assets outside the ordinary course of the Company's business;

(vii) will not buy or hold evidence of indebtedness issued by any other person or entity (other than cash or investment-grade securities);

(viii) will not form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other) or own any equity interest in any other entity;

(ix) will not own any asset or property other than the Property (or an undivided interest therein) and incidental personal property necessary for the ownership or operation of the Property;

(x) will not take any action under any bankruptcy or debtor relief law without the unanimous written approval of all members of the Company.

(xi) will maintain books and records and bank accounts separate from those of any other person or entity;

(xii) will maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;

(xiii) will comply with all organizational formalities necessary to maintain its separate existence;

(xiv) will hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

(xv) will maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity and not have its assets listed on any financial statement of any other person or entity; except that the Company's assets may be included in a consolidated financial statement of its affiliate so long as appropriate notation is made on such consolidated financial statements to indicate the separateness of the Company from such affiliate and to indicate that the Company's assets and credit are not available to satisfy the debts and other obligations of such affiliate or any other person or entity;

(xvi) will allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;

(xvii) will not enter into any transaction with affiliates except on an arm's-length basis on terms which are intrinsically fair and no less favorable than would be available for unaffiliated third parties, and pursuant to written, enforceable agreements;

(xviii) will conduct business in its own name, and use separate stationery, invoices and checks;

(xix) will not commingle its assets or funds with those of any other person or entity;

(xx) will not assume, guarantee or pay the debts or obligations of any other person or entity;

(xxi) will correct any known misunderstanding as to its separate identity;

(xxii) will not permit any affiliate to guarantee or pay its obligations (other than limited guarantees and indemnities set forth in the Loan Documents);

(xxiii) will not make loans or advances to any other person or entity;

(xxiv) will pay its liabilities and expenses out of and to the extent of its own funds;

(xxv) will maintain a sufficient number of employees in light of its contemplated business purpose and pay the salaries of its own employees, if any, only from its own funds; and

(xxvi) will maintain adequate capital in light of its contemplated business purpose, transactions and liabilities; provided, however, that the foregoing shall not require any equity owner to make additional capital contributions to Company.

Notwithstanding the foregoing, any failure by the Company to comply with any of the foregoing covenants or shall not affect the status of Company as a separate legal entity.

(f) Manager

(i) Notwithstanding any other provision of this Agreement or in any other document governing the formation, management or operation of the Company and any provision of law that otherwise empowers the Company or any other Person on behalf of the Company, and in addition to the foregoing, for so long as any guaranty agreement, non-recourse carve-out guaranty agreement and/or indemnification agreement (collectively, a "FNRP Guaranty"), dated on or about the date hereof, made by Christopher Palermo and Anthony Grosso, each an individual (individually and collectively, as the context may require, "FNRP Guarantor"), in favor of Lender is in full force and effect and FNRP Guarantor has not been released thereunder by Lender, (i) the Member shall not have the right to remove FNRP Realty Advisors LLC as Manager hereunder without the prior written consent of Lender unless a court of competent jurisdiction has determined in a final unappealable order that FNRP Realty Advisors LLC has engaged in fraud or willful or intentional misconduct or acted in bad faith and (ii) the Member shall not, without the prior written consent of FNRP Realty Advisors LLC, in its capacity as Manager, take any action that might reasonably be expected to cause an FNRP Guarantor to incur liability under the FNRP Guaranty.

(ii) For so long as FNRP Realty Advisors LLC is the Manager hereunder, and with the consent of the Member of the Company, which consent the Member believes to be in the best interest of the Member and the Company, no Manager shall, with regard to any action that might reasonably be expected to cause an FNRP Guarantor to incur liability under the FNRP Guaranty, owe a fiduciary duty or other obligation to the Member nor to any successor member (except as may specifically be required by the statutory law of any applicable jurisdiction) or any other Manager or officer, or any other Person bound by this Agreement, and every member, including each successor member, shall consent to the foregoing by virtue of such member's purchase of an interest in the Company, no further act or deed of any member being required to evidence such consent; provided, however, that the foregoing does not eliminate the implied contractual covenant of good faith and fair dealing. Instead, such Manager's fiduciary duty and other obligations with regard to any such action shall be owed to the Company (including its creditors). To the fullest extent permitted by applicable law, including

Section 18-1101(e) of the Act, a Manager shall not be liable to the Company, the members or any other Person bound by this Agreement or the Company's other organizational documents for breach of contract or breach of duties (including fiduciary duties), unless such Manager acted in bad faith or engaged in gross negligence or willful misconduct.

Section 10. Intentionally Omitted.

Section 11. Intentionally Omitted.

Section 12. Limited Liability.

Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and neither the Member nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or Manager of the Company.

Section 13. Capital Contributions.

The Member has contributed to the Company the property listed on Schedule B attached hereto.

Section 14. Additional Contributions.

The Member is not required to make any additional capital contribution to the Company. However, the Member may make additional capital contributions to the Company at any time upon the written consent of such Member. To the extent that the Member makes an additional capital contribution to the Company, the Member shall revise Schedule B of this Agreement. The Member shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

Section 15. Allocation of Profits and Losses.

The Company's profits and losses shall be allocated to the Member.

Section 16. Distributions.

Distributions of income or capital shall be made to the Member at the times and in the aggregate amounts determined by the Manager, except that any amounts held by the Company in excess of suitable reserves for capital expenditures, expenses and the payment of the Company's obligations (including, without limitation, all payments then due and payable in connection with the Loan) shall be distributed to the Member not less than quarterly. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution of income or capital to the Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or any other applicable law or any Basic Document or would constitute a default under the Loan Documents.

Section 17. <u>Books and Records.</u>

The Manager shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. The books of the Company shall at all times be maintained by the Manager. The Manager and its duly authorized representatives shall have the right to examine the Company books, records and documents during normal business hours. The Company, and the Manager on behalf of the Company, shall not have the right to keep confidential from the Member any information that the Manager would otherwise be permitted to keep confidential from the Member pursuant to Section 18-305(c) of the Act. The Company's books of account shall be kept using the method of accounting determined by the Member. The Company's independent auditor, if any, shall be an independent public accounting firm selected by the Member.

Section 18. <u>Reports.</u>

(a) Within 60 days after the end of each fiscal quarter, the Manager shall cause to be prepared an unaudited report setting forth as of the end of such fiscal quarter:

(i) unless such quarter is the last fiscal quarter, a balance sheet of the Company; and

(ii) unless such quarter is the last fiscal quarter, an income statement of the Company for such fiscal quarter.

(b) The Manager shall use diligent efforts to cause to be prepared and mailed to the Member, within 90 days after the end of each fiscal year, an audited or unaudited report setting forth as of the end of such fiscal year:

(i) a balance sheet of the Company;

(ii) an income statement of the Company for such fiscal year; and

(iii) a statement of the Member's capital account.

(c) The Manager shall, after the end of each fiscal year, use reasonable efforts to cause the Company's independent accountants, if any, to prepare and transmit to the Member as promptly as possible any such tax information as may be reasonably necessary to enable the Member to prepare its federal, state and local income tax returns relating to such fiscal year.

Section 19. <u>Other Business.</u>

The Member, the Manager or any Affiliate of the Member or the Manager may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others notwithstanding any provision to the contrary at law or at equity. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

Section 20. Exculpation and Indemnification.

(a) Neither the Member nor the Manager nor any employee or agent of the Company nor any employee, representative, agent or Affiliate of the Member, the Manager (collectively, the "Covered Persons") shall, to the fullest extent permitted by law, be liable to the Company or any other Person that is a party to or is otherwise bound by this Agreement, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 20 by the Company shall be provided out of and to the extent of Company assets only, and the Member and the Manager shall not have personal liability on account thereof; and provided further, that so long as any Obligation is outstanding, no indemnity payment from funds of the Company (as distinct from funds from other sources, such as insurance) of any indemnity under this Section 20 shall be payable from amounts allocable to any other Person pursuant to the Basic Documents.

(c) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 20.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement or any approval or authorization granted by the Company or any other Covered Person. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person.

(f) Notwithstanding the foregoing provisions, any indemnification set forth herein shall be fully subordinate to the Loan and, to the fullest extent permitted by law, shall not constitute a claim against the Company in the event that the Company's cash flow is insufficient to pay its Obligations.

(g) The foregoing provisions of this <u>Section 20</u> shall survive any termination of this Agreement.

Section 21. <u>Assignments</u>.

(a) Subject to <u>Section 23</u> and any transfer restrictions contained in the Loan Documents, the Member may assign its limited liability company interest in the Company. Except as permitted in the Loan Documents, Member shall not transfer all or any part of Member's direct or indirect interest in the Company to any other person without the consent of Manager. Subject to <u>Section 23</u>, if the Member transfers all of its limited liability company interest in the Company pursuant to this <u>Section 21</u> and the terms of the Loan Agreement, the transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Any successor to a Member by merger or consolidation in compliance with the Basic Documents shall, without further act, be the Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

(b) Notwithstanding anything to the contrary contained in this Agreement for so long as any Obligation remains outstanding, the Company shall always have one and only one member.

Section 22. <u>Resignation</u>.

So long as any Obligation is outstanding, the Member may not resign, except as permitted under the Loan Documents and if the Lender consents in writing and if an additional member is admitted to the Company pursuant to Section 23. If the Member is permitted to resign pursuant to this Section 22, an additional member of the Company shall be admitted to the Company, subject to Section 23, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the resignation and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

Section 23. Admission of Additional Members and Transfers of Indirect Interests.

One or more additional members of the Company may be admitted to the Company with the written consent of the Member; provided, however, that, notwithstanding the foregoing, no additional Member may be admitted to the Company pursuant to Sections 21, 22 or 23, other than pursuant to Section 24(a) or Section 5(c), and no transfer of any direct or indirect interest in the Company may be made that results in a Change in Control of the Company, except as may be expressly provided otherwise in the Loan Documents, unless (1), an acceptable non-consolidation opinion is delivered to the Lender concerning, as applicable, the Company, the new transferee and/or their respective owners and (2) the Lender consents in writing.

Section 24. Dissolution.

(a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company is continued without dissolution in a manner required under Section 5(c) or this Section 24(a) or permitted by this Agreement or the Act or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act. Upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company or that causes the Member to cease to be a member of the Company (other than (i) upon an assignment by the Member of all of its limited liability company interest in the Company and the admission of the transferee pursuant to Sections 21 and 23, or (ii) the resignation of the Member and the admission of an additional member of the Company pursuant to Sections 22 and 23), to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining member of the Company or the Member in the Company.

(b) Notwithstanding any other provision of this Agreement, any action initiated by or brought against the Member or any additional member under any Creditors Rights Laws shall not cause the Member or additional member, respectively, to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without division or dissolution.

(c) Notwithstanding any other provision of this Agreement, each of the Member and any additional member waives any right it might have to agree in writing to divide or dissolve the Company upon the occurrence of any action initiated by or brought against the Member, or additional member under any Creditors Rights Laws, or the occurrence of an event that causes the Member, or additional member to cease to be a member of the Company.

(d) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(e) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company shall have been distributed to the Member in the manner provided for in this Agreement and (ii) the Certificate of Formation shall have been canceled in the manner required by the Act.

Section 25. Waiver of Partition; Nature of Interest.

To the fullest extent permitted by law, each of the Member, and any additional member admitted to the Company hereby irrevocably waives any right or power that such Person might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the division, dissolution, liquidation, winding up, or termination of the Company or the consolidation or merger in whole or in part of the Company or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or other evidence of beneficial ownership of any other person or entity. The Member shall not have any interest in any specific assets of the Company, and the Member shall not have the status of a creditor with respect to any distribution pursuant to Section 16 hereof. The interest of the Member in the Company is personal property.

Section 26. Tax Status.

It is intended that the Company shall be a disregarded entity for federal, state, and local income tax purposes.

Section 27. Benefits of Agreement; No Third-Party Rights.

Except for the Lender, its successors or assigns as holders of the Loan with respect to the Special Purpose Provisions, (1) none of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of the Member, and (2) nothing in this Agreement shall be deemed to create any right in any Person (other than Covered

Persons) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person, except as provided in Section 30. The Lender, its successors or assigns are intended third-party beneficiaries of this Agreement and may enforce the Special Purpose Provisions.

Section 28. Severability of Provisions.

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

Section 29. Entire Agreement.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

Section 30. Binding Agreement.

The Member agrees that this Agreement, including, without limitation, the Special Purpose Provisions, constitutes a legal, valid and binding agreement of the Member, in accordance with its terms.

Section 31. Governing Law.

This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

Section 32. Amendments.

Subject to Section 9(e), this Agreement may be modified, altered, supplemented or amended pursuant to a written agreement executed and delivered by the Member. Notwithstanding anything to the contrary in this Agreement, so long as any Obligation is outstanding, this Agreement may not be modified, altered, supplemented or amended unless the Lender consents in writing except: (i) to cure any ambiguity or (ii) to convert or supplement any provision in a manner consistent with the intent of this Agreement and the other Basic Documents.

Section 33. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

Section 34. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) in the case of the Company, to the Company at its address in Section 2, (b) in the case of the Member, to the Member at its address as listed on Schedule B attached hereto and (c) in the case of either of the foregoing, at such other address as may be designated by written notice to the other party.

Section 35. Effectiveness.

Pursuant to Section 18-201(d) of the Act, this Agreement shall be effective as of the time of the filing of the Certificate of Formation with the Office of the Delaware Secretary of State on August 10, 2020.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of 1/13, 2020.

SOLE MEMBER:
Lemont Realty Fund LLC, a Delaware limited liability Company

By: Lemont GP LLC, a Delaware limited liability company, its Managing Member

By:________________________
Anthony C. Grosso, Member

MANAGER:

FNRP Realty Advisors LLC,
a Delaware limited liability company

By:________________________
Anthony C. Grosso, Member

SCHEDULE A

Definitions

A. Definitions

When used in this Agreement, the following terms not otherwise defined herein have the following meanings:

"Act" has the meaning set forth in the preamble to this Agreement.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person or any Person who has a direct familial relationship, by blood, marriage or otherwise with the Company or any Affiliate of the Company.

"Agreement" means this Limited Liability Company Agreement of the Company, together with the schedules attached hereto, as amended, restated or supplemented or otherwise modified from time to time.

"Applicable Law" shall mean all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting the Company or the Property or any part thereof, or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, including, without limitation, the Americans with Disabilities Act of 1990, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to the Company, at any time in force affecting the Company or the Property or any part thereof, including, without limitation, any which may (i) require repairs, modifications or alterations in or to the Property or any part thereof, or (ii) in any way limit the use and enjoyment thereof.

"Bankruptcy" means, with respect to any Person, if such Person (i) makes an assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy, (iii) is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature, (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties, or (vii) if 120 days after the commencement of any proceeding against the Person seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment without such Person's consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated. The foregoing definition of "Bankruptcy" is intended to replace and shall supersede and replace the definition of "Bankruptcy" set forth in Sections 18-101(1) and

18-304 of the Act.

"Basic Documents" means this Agreement, the Loan Documents, and all documents and certificates contemplated thereby or delivered in connection therewith.

"Certificate of Formation" means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware on August 10, 2020, as amended or amended and restated from time to time.

"Change in Control of the Company" means (a) a transfer resulting in a Person that owned less than 49% of the direct or indirect equity interests in the Company upon the closing of the Loan owning 49% or more of such equity interests after the transfer, (b) a transfer or transfers after the closing of the Loan that aggregate of 49% or more of the direct or indirect equity interests in the Company or (c) a change in the equity owners that Control the Company.

"Company" means Lemont Village LLC, a Delaware limited liability company.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" and "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, 49% or more of the ownership interests.

"Covered Persons" has the meaning set forth in Section 20(a).

"Creditors Rights Laws" shall mean any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to its debts or debtors.

"Debt" shall mean the outstanding principal amount set forth in, and evidenced by, the Loan Documents together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Loan Documents, including, without limitation, the payment of all sums advanced and costs and expenses incurred (including unpaid or unreimbursed servicing and special servicing fees) by Lender in connection with the enforcement and/or collection of the Debt or any part thereof.

"Debt Service" shall mean, with respect to any particular period of time, scheduled principal and/or interest payments under the Loan.

"Governmental Authority" shall mean any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (foreign, federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

"Indebtedness" shall mean, for any Person, without duplication: (i) all indebtedness of such Person for borrowed money, for amounts drawn under a letter of credit, or for the deferred purchase price of property for which such Person or its assets is liable, (ii) all unfunded amounts under a loan agreement, letter of credit, or other credit facility for which such Person would be liable if such amounts were advanced thereunder, (iii) all amounts required to be paid by such

Person as a guaranteed payment to partners or a preferred or special dividend, including any mandatory redemption of shares or interests, (iv) all indebtedness guaranteed by such Person, directly or indirectly, (v) all obligations under leases that constitute capital leases for which such Person is liable, (vi) all obligations of such Person under interest rate swaps, caps, floors, collars and other interest hedge agreements, in each case whether such Person is liable contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such Person otherwise assures a creditor against loss, and (vii) any other similar amounts.

"Lender" means American National Insurance Company, together with its successors and/or assigns.

"Loan" means that certain loan in the approximate amount of $6,760,000.00 to be made by Lender to the Company, in accordance with the terms, conditions and provisions of the Loan Documents.

"Loan Documents" has the meaning set forth in Section 7 of this Agreement.

"Manager" means each of the persons selected to be the managers of the Company from time to time by the Member. A Manager is hereby designated as a "manager" of the Company within the meaning of Section 18-101(10) of the Act.

"Material Action" means to (a) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any Creditors Rights Laws, (b) seek or consent to the appointment of a receiver, liquidator or any similar official, (c) take any action that might cause such entity to become insolvent, or (d) file any action to partition all or any portion of the Property or any action to compel the sale thereof; or (e) make an assignment for the benefit of creditors.

"Member" means Lemont Realty Fund LLC, a Delaware limited liability company, as the initial member of the Company, and includes any Person admitted as an additional member of the Company or a substitute member of the Company pursuant to the provisions of this Agreement, each in its capacity as a member of the Company.

"Obligations" shall mean the indebtedness, liabilities and obligations of the Company under or in connection with the Loan Documents.

"Permitted Equipment Leases" shall mean equipment leases or other similar instruments entered into with respect to the personal property; provided, that, in each case, such equipment leases or similar instruments (i) are entered into on commercially reasonable terms and conditions in the ordinary course of the Company's business and (ii) relate to personal property which is (A) used in connection with the operation and maintenance of the Property in the ordinary course of the Company's business and (B) readily replaceable without material interference or interruption to the operation of the Property.

"Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Property" shall mean that certain real property on which the Building is located as more particularly described in the Purchase Agreement.

"Purchase Agreement" shall mean that certain Purchase and Sale Agreement dated as of August 12, 2020, as amended, concerning the purchase of the Property from Lemont Village Square, LLC (Seller), as such agreement may heretofore or hereafter be amended, modified, supplemented or assigned.

"Building" shall mean those certain buildings known as 1217,1237, 1243 and 1251 State St., Lemont, Illinois.

"Special Purpose Entity" means an entity whose organizational documents contain restrictions on its purpose and activities and impose requirements intended to preserve its separateness that are substantially similar to the Special Purpose Provisions of this Agreement.

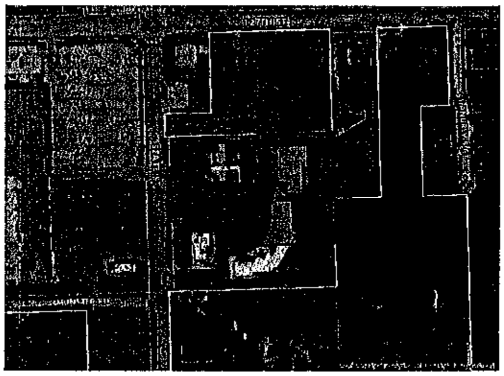
B. Rules of Construction

Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, paragraph or subdivision. The Section titles appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All Section, paragraph, clause, Exhibit or Schedule references not attributed to a particular document shall be references to such parts of this Agreement.

SCHEDULE B

Member

Name	Mailing Address	Capital Contribution	Membership Interest
Lemont Realty Fund LLC, a Delaware limited liability company	125 Half Mile Road Suite 207 Red Bank, New Jersey 07701	See Books and Records of Company for each investor's respective capital contribution	100%



Cook County Assessor's Office Information

For questions please visit: cookcountyassessor.com

Address
1237 STATE ST

City
LEMONT

PIN
22-32-200-048-0000

Total Value
$665,362.00

Consolidated Values

Township
Lemont

Neighborhood
011

Building Value
$346,339.00

Consolidated Values

Class
517

Estimated Building Sq Ft.
N/A

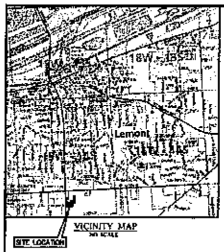
Consolidated Values

Land Square Footage
182,299

Construction Type
N/A

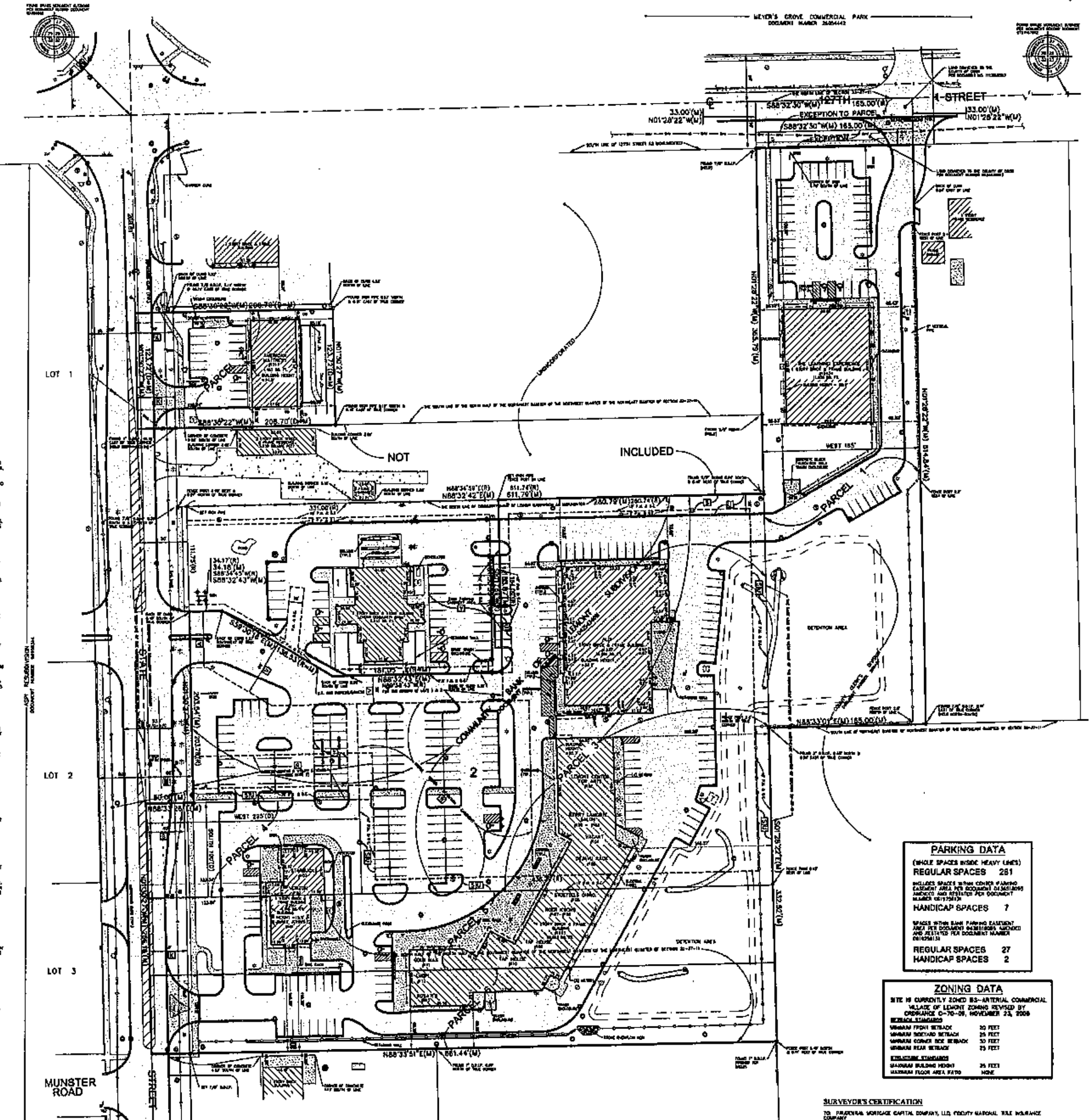
Age
18

ALTA/ACSM LAND TITLE SURVEY



VICINITY MAP

SITE LOCATION



UTILITY STATEMENT

AREA SUMMARY

(TO HEAVY LINES)

441,987 SQUARE FEET

OR

10.147 ACRES

(BASED ON MEASURED VALUES)

SCHEDULE B EXCEPTIONS

LEGAL DESCRIPTIONS

GRAPHIC SCALE

PARKING DATA

(WHOLE SPACES INSIDE HEAVY LINES)

REGULAR SPACES	261
HANDICAP SPACES	7
REGULAR SPACES	27
HANDICAP SPACES	2

ZONING DATA

SITE IS CURRENTLY ZONED B3-ARTERIAL COMMERCIAL VILLAGE OF LEMONT ZONING REVISED BY ORDINANCE O-70-09, NOVEMBER 23, 2009

MINIMUM FRONT SETBACK	30 FEET
MINIMUM SIDEYARD SETBACK	25 FEET
MINIMUM CORNER SIDE SETBACK	30 FEET
MINIMUM REAR SETBACK	25 FEET
MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM FLOOR AREA RATIO	NONE

SURVEYOR'S CERTIFICATION

COMPASS LAND SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYING CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2013

LEGEND

ABBREVIATIONS

LINE LEGEND

NOTES

FLOOD STATEMENT

BASIS OF BEARINGS

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502

PROJECT: LEMONT VILLAGE SQUARE
Lemont, Illinois

CLIENT: OS LEMONT DEVELOPMENT LLC.

1 OF 1

12.0158

ISSUED FOR REVIEW 8-16-2012

Know what's below. Call before you dig.

Special Use Criteria Worksheet

Unified Development Ordinance (UDO) Section 17.04.140.C establishes the criteria for approval of special use requests; no special use will be recommended by the Planning & Zoning Commission unless it meets the following criteria.

Please describe below how your variation request meets the criteria of UDO Section 17.04.140.C. Attach additional sheets if necessary.

UDO Section 17.04.140.C.1
The special use is deemed necessary for the public convenience at that location:

As the pandemic has highlighted there is a critical shortage of certified nursing assistants to take care of our elderly. Chicago Nursing Academy provides affordable education and access to a well paying profession. Certified nursing assistants in the Lemont area make north of $20/hr. Furthermore, many certified nursing assistants use their license as a stepping stone to advance their careers and become registered nurses.

UDO Section 17.04.140.C.2
The special use is so designed, located and proposed to be operated that the public health, safety and welfare will be protected:

The structure and location of the school will remain unchanged.

UDO Section 17.04.140.C.3
The special use will not cause substantial injury to the value of other property in the neighborhood in which it is located:

The school operates during normal business hours and does not interfere with neighboring businesses.

UDO Section 17.04.140.C.4
The special use shall not create excessive demands on Village service or impair the ability of the Village to maintain the peace and provide adequate protection for its citizens:

The structure and location of the school will remain unchanged. No additional services or maintanence should be necessary.

UDO Section 17.04.140.C.5
The special use is consistent with the standards enumerated elsewhere in the UDO for the specific use, including but not limited to, planned unit developments:

UDO Section 17.04.140.C.6
The special use meets, as applicable, the standards for planned unit developments found in Chapter 17.08 of the UDO:

Chicago Nursing Academy LLC

The Chicago Nursing Academy is a vocational school that offers Certified Nursing Assistant (CNA) training to students above the age of 18. The proposed location at 1243 State St Suite 101, Lemont, IL 60439, requires a special use permit to operate as a vocational school in Lemont.

The training model at the academy utilizes both online and in-person methods. The majority of the training is completed through the American Red Cross online training platform, but as per the requirements of the Illinois Department of Financial and Professional Regulation, students must also participate in 16 hours of in-person lab training with a licensed instructor. The proposed location will be used for these labs and will be divided into two parts: a classroom for reviewing coursework and testing, and a laboratory for demonstrating skills and techniques. Students will meet at the location twice a week between 8am and 4pm to review their skills and coursework.

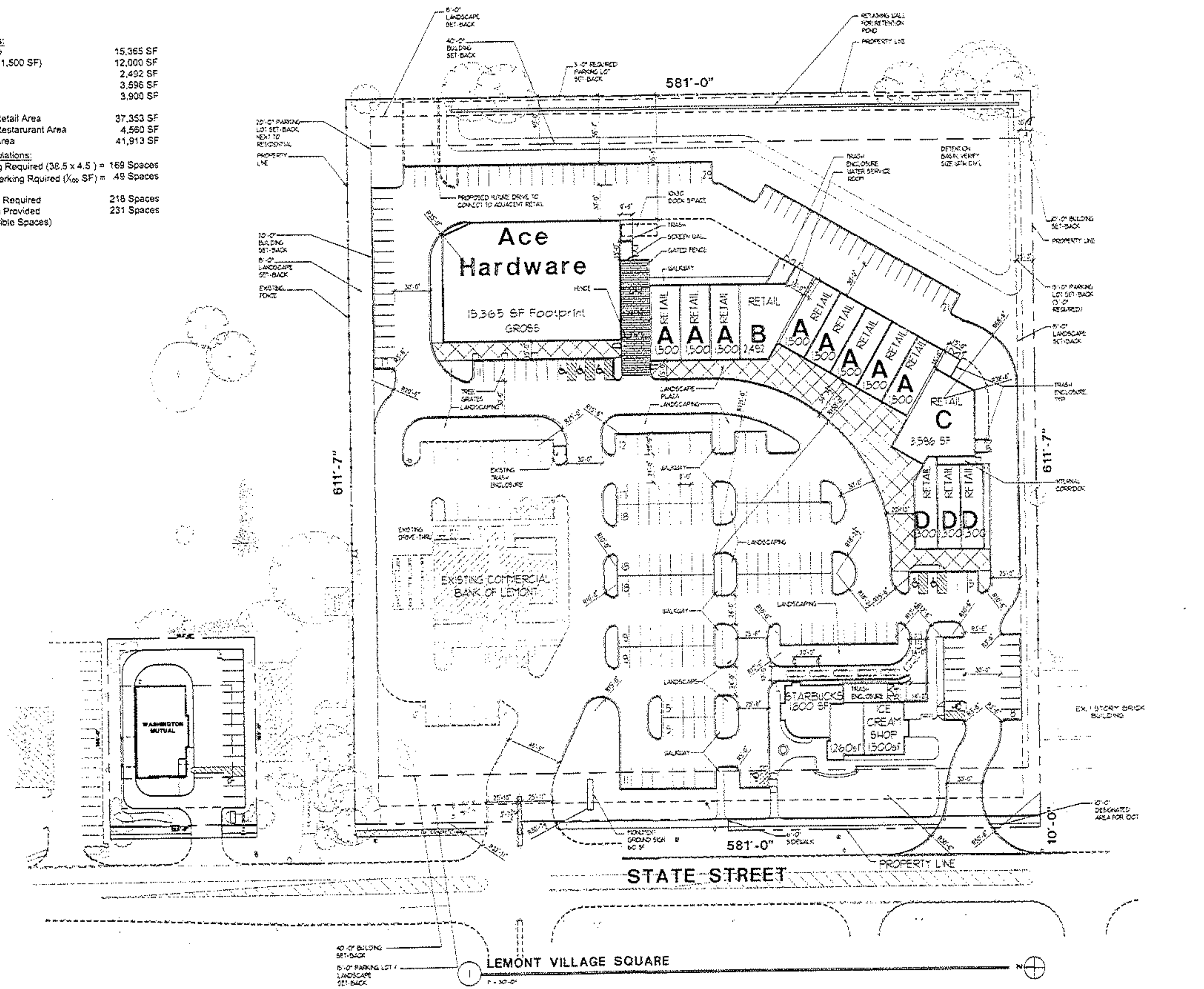
The Chicago Nursing Academy aims to address the critical shortage of healthcare personnel by providing local nursing facilities, hospitals, and home health agencies with the necessary staff. The academy plans to offer small class sizes between 8-16 students per class, primarily composed of individuals already employed in local healthcare settings looking to further their careers. The academy also plans to assist graduates with job placement opportunities by leveraging relationships with local facilities and agencies.

The academy has already established a successful CNA school in the Rockford area under the name Illinois Institute of Nursing Studies, Inc. With several hundred successful graduates, the academy hopes to replicate this impact in the Lemont area. The academy's founders, Linda Lowry and Nesanel Cohen, bring a wealth of experience in the healthcare industry, with Lowry having worked as a nurse in the Rockford area for over 10 years, and Cohen having served as a Licensed Nursing Home Administrator and held several other corporate positions in healthcare. The academy also enjoys the support of local healthcare companies who have already signed clinical agreements with the school and are eager to begin enrolling their employees.

Attachment 4

Lemont Village Site Plan

Building Areas:	
Ace Hardware	15,365 SF
Retail A (8 @ 1,500 SF)	12,000 SF
Retail B	2,492 SF
Retail C	3,596 SF
Retail D	3,900 SF
Total Gross Retail Area	37,353 SF
Total Gross Restarurant Area	4,560 SF
Total Gross Area	41,913 SF
Parking Calculations:	
Retail Parking Required (38.5 x 4.5) =	169 Spaces
Restaurant Parking Rquired (1/100 SF) =	49 Spaces
Total Parking Required	218 Spaces
Total Parking Provided (7 Accessible Spaces)	231 Spaces



Aria Group Architects Inc.

836 North Blvd
Oak Park, Illinois
60301
708 445 6400
708 445 1782 Fax

LEMONT VILLAGE SQUARE

M20 DEVELOPMENT

REVISIONS

Drawing Title: LEMONT SITE PLAN

SP1-1

VILLAGE OF LEMONT

418 Main Street | Lemont, IL 60439

TO:	Planning and Zoning Commission
FROM:	Jamie Tate, Community Development
THROUGH:	
SUBJECT:	Case 2023-03 UDO Amendments
DATE:	March 1, 2023

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

BOARD ACTION REQUESTED

ATTACHMENTS

PZC Memo, Analysis and Attachments

STAFF REPORT

TO: Planning & Zoning Commission

FROM: Jamie Tate, AICP, Consulting Planner

THRU: Jason Berry, CEcD, AICP, Community & Economic Development Director

CASE NUMBER & NAME 2022-09 UDO Amendments	**APPLICANT** Village of Lemont
DATE March 1, 2023	**PROPERTY ADDRESS/LOCATION** N/A

BRIEF SUMMARY OF REQUEST

It is appropriate to review the Unified Development Ordinance (UDO) from time to time due to modernization, trends in land development, a change in policy direction or to update any noted errors in text language. The Lemont 2030 Comprehensive Plan also designates the Community Development Department Staff and the Planning and Zoning Commission (PZC) to review the UDO for updates and changes at least once a year.

The proposed modifications to the UDO have been either repetitive requests, discussions with PZC Commissioners at past meetings, brought forward to Staff by elected officials, errors and language omissions noticed by Staff or clarifications that are necessary due to changes in materials, offerings or law. The following are proposed updates to the UDO to discuss:

- Creating a new zoning district – The Open Lands District (OL District).
- Updating the use table with the OL District and use location corrections.
- Modifying any section relating to the new OL District.

.

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	REQUESTED ACTIONS	SIZE OF PROPERTY
N/A	N/A	N/A	Discussion & Recommendation to approve UDO Amendments	N/A

COMPATIBILITY with the COMPREHENSIVE PLAN	**COMPATIBILITY** with the UNIFIED DEVELOPMENT ORDINANCE
The proposed amendments to the UDO are compatible with the Lemont 2030 Comprehensive Plan. The Comprehensive Plan encourages staff and the Planning and Zoning Commission to review and propose amendments to the UDO at least one time a year.	The proposal is compatible with all aspects of the UDO as proposed to be modified.

STAFF RECOMMENDATION: These items are being presented for discussion.

ATTACHMENTS

1. Staff Analysis
2. Updated Use Table 17-16-01

Attachment 1 – Staff Analysis – UDO Amendments

The Village of Lemont is proposing to create an Open Lands District (OL District) to be utilized within the Village limits and for future annexations. Within the Lemont 2030 Comprehensive Plan, the future land use of areas within the Village and on the outer limits is designated as open space/recreation. On November 14, 2022 the Village Board adopted an Annexation Agreement between PDV Midwest Refining, LLC (CITGO) and the Village of Lemont for 104.7-acres of unincorporated land west of Smith Road and north of 135th Street. Included in the Agreement is the directive to create the OL District within the Village's Unified Development Ordinance (UDO) and to utilize the OL District for this [future] annexed area. The following is proposed language for the OL District in the UDO.

Underlined language is new to the UDO and language shown with a strikethrough is proposed to be removed. Establishing the District the first modification proposed.

17.05.010. - ESTABLISHMENT AND PURPOSES OF DISTRICTS.

D. Other Districts.

1. DD Downtown District. The downtown district ("DD district") is established to promote a compatible mixture of commercial, cultural, institutional, governmental, and residential uses in a compact, pedestrian-oriented, traditional village center consistent with the Comprehensive Plan and other documents, such as the Downtown Master Plan, that the Village may adopt from time to time. Additionally, the DD district is intended to maintain and enhance the historic, community, architectural, and aesthetic qualities unique to the downtown area.
2. INT Institutional District. The institutional district ("INT district") is designed to provide an environment for land uses of a civic, educational, governmental, recreational, and religious nature. It is also intended to provide an environment for institutional group living.
3. OL Open Lands District. The OL open lands district is intended to recognize the existence of major open lands and recreational areas in the village. The Open Lands zoning district is intended for the designation and protection of open lands, farms and parks as well as public recreational facilities, both outdoor and indoor, including both active and passive recreation areas, and certain ancillary uses, such as field houses, cultural facilities, and performance areas.

Next, the OL District is proposed to be added to the existing Use table. The proposed Use Table is found in Attachment 2. Note, there were other modifications to the use table that include moving Entertainment Complex out of the yellow heading category and under "Commercial Recreation" header. There were no changes to the Entertainment Complex use, just the location in the chart. The same is found for the use "Wholesale Sales". It was previously located in a yellow header area of the chart which was inconsistent with all other uses. It has been moved under "Retail Sales and Service".

Next is to create a new chapter in the UDO for the Open Lands District.

Chapter 17.15 Open Lands District

Sec. 17.15.010: Accessory Structures And Uses:

Accessory structures and uses are permitted in the open lands district subject to the provisions of section 17.06.030 of this code.

Sec. 17.15.020: Temporary Uses:

Temporary uses are permitted in the Open Lands District subject to the provisions of section 17.06.150 of this Code.

Sec. 17.15.030: Parking and loading requirements.

The parking and loading requirements applicable in the Open Lands District are set forth in Chapter 17.10 of this Code.

Sec. 17.15.040: Sign regulations.

The sign regulations applicable in the Open Lands District are set forth in Section 17.11.130 of this Code.

Sec. 17.15.050: Buffers and landscaping.

The requirements relating to buffering and landscaping of certain uses and structures in the Open Lands District are set forth in Chapter 17.20 of this Code.

Sec. 17.15.080 Dimensional Standards

OL District Dimensional Standards establishes the dimensional standards for the OL District. These regulations apply to all uses unless a different standard is listed for a specific use. Except for minimum lot area, these standards apply only to permanent structures within the OL District.

OL District Dimensional Standards	
	OL District
Bulk Standards	
Minimum Lot Area	20,000 sf
Maximum Building Height	35-feet
Required Setbacks	
Minimum Front Setback	30-feet
Minimum Interior Side Setback	25-feet
Minimum Corner Side Setback	40-feet
Minimum Rear Setback	25-feet
Maximum Lot Coverage	25%

Add the OL District to the Landscaping section of the UDO.

Table 17-20-01. Landscaping Requirements Along Streets		
ZONING	Street Type	
INT District and OL District	One plant unit per 100 ft of street frontage	One plant unit per 100 ft of street frontage

17.20.070. - LANDSCAPE STANDARDS FOR PARKING LOTS.

A. *Applicability*. All parking lots in all B, R, DD, OL, and INT districts containing 15 or more parking spaces shall be landscaped in accordance with the provisions of this section.

Staff is recommending discussion of the proposed Open Land District and a recommendation to approve the UDO update with modifications, deletions or as it is.

TABLE 17-06-01 Permitted and Special Uses in the Zoning Districts

Use Category	Zoning District																	
	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
RESIDENTIAL	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Household Living																		
Single-family dwelling	-	-	-	P	-	-	-	-	-	-	P	P	P	P	P	P	P	P
Duplex	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	S	P
Two-family detached dwelling	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	P	-	P
Town house	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	P	-	P
Multi-family dwelling	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	P
Group Living																		
Assisted living facility	-	-	-	-	S	-	-	-	-	-	S	S	S	-	-	S	S	S
Group home	-	-	-	-	S	-	-	-	-	-	S	S	S	-	-	S	S	S
Nursing home	-	-	-	-	S	-	-	-	-	-	P	S	S	-	-	S	S	S
Transition shelter	-	-	-	-	S	-	-	-	-	-	S	S	S	S	-	S	S	S
Group living not otherwise classified	-	-	-	-	S	-	-	-	-	-	S	S	S	S	S	S	S	S
COMMERCIAL	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Adult Uses																		
Adult bookstores, video stores, movie theaters	-	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-
Adult entertainment	-	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-
Animal Services																		
Animal grooming sales and service	P	P	P	P	-	-	-	-	-		-	-	-	-	-	-	-	-
Animal hospital/veterinarian	-	P	P	P	-	-	-	-	-		-	-	-	-	-	-	-	-
Animal shelter/kennel	-	-	P	-	-	-	-	-	-		-	-	-	-	-	-	-	-
Commercial Recreation																		
Entertainment Complex	S	S	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-
Indoor Recreation	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Amusement Arcade	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Health and sports clubs	S	P	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Outdoor recreation	-	S	S	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-
Construction Contractor Office/Yard																		
Construction Contractor Office, consistent with the requirements of §17.06.170 of this ordinance.	P	P	-	P	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Construction Contractor Office with Yard	-	P	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Drive-Through Establishments		S																
Eating and Drinking Establishments (Note: Drive-throughs require special use)																		
Brew-pub/microbrewery	-	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Distillery with tasting room	-	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Café, coffee shop, soda fountain	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nightclub	-	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Outdoor dining as allowed under §17.06.120 of this ordinance	S	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restaurant	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restaurant, formula (fast food)	-	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-

TABLE 17-06-01 Permitted and Special Uses in the Zoning Districts

Use Category	Zoning District																	
	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Specialty food shop/carry-out	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tavern	S	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Financial Services (Note: Drive-throughs, other than ATMs, require special use)																		
Bank, credit union, savings & loan	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Brokerage or financial advising	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Money exchange or payday loan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Food and Beverage Retail Sales																		
Convenience store	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grocery store/supermarket	-	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liquor stsore	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Funeral and Internment Services																		
Crematorium	S	S	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-
Funeral home	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscaping																		
Garden center	P	P	P	P	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Landscaping/nursery	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Lodging																		
Bed and breakfast	P	P	-	P	-	-	-	-	-	-	P	P	P	P	P	P	P	P
Campground	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hotel/motel	S	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Youth hostel	S	P	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Short-term rentals	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
~~**Entertainment Complex**~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~													
Medical																		
Hospital	-	S	-	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-
Medical clinic or office	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office (except as more specifically regulated)																		
Office with GFA less than/equal to 7,500 sq ft	P	P	-	P	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Office with GFA over 7,500 sq ft	-	P	-	P	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Parking, Commercial																		
Garage as principle use	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-accessory parking lot	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail Sales and Service (except as more specifically regulated)																		
Banquet hall	-	S	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fortune telling business	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-
Flea market/farmer's market	S	S	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hardware store/Home improvement center	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lumberyard		S	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Pawnshop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Personal services	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-

TABLE 17-06-01 Permitted and Special Uses in the Zoning Districts

Use Category	Zoning District																
	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Retail business with GFA less than 15,000 sq ft	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail business with GFA 15,000 - 24,999 sq ft	-	S	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail business with GFA 25,000 or more sq ft	-	S	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Wholesale sales	-	S	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-
Smoking, hookah or vape lounge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tatoo parlor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle-Related Land Uses																		
Auto body and auto repair	S	S	-	S	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Automobile sales and service	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Auto supply or auto accessory	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Boat/RV sales,service, or storage	-	S	-		-	-	P	P	P	-	-	-	-	-	-	-	-	-
Car wash	-	P	-	-	-	-	-			-	-	-	-	-	-	-	-	-
Heavy equipment sales or service	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-
Service station	S	P	-	S	-	-	S	-	-	-	-	-	-	-	-	-	-	-
Vehicle storage and towing	-	S	-	-	-	-	-	S	S	-	-	-	-	-	-	-	-	-
~~Wholesale sales~~		~~S~~					~~S~~											
INDUSTRIAL	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Industry and Manufacturing																		
Light industry	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Medium industry	-	-	-	-	-	-	S	S	P	-	-	-	-	-	-	-	-	-
Heavy industry	-	-	-	-	-	-	S	S	S	S	-	-	-	-	-	-	-	-
Asphalt manufacture or refining	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-
Chemical manufacturing or storage	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-
Container storage yard	-	-	-	-	-	-	S	S	S	-	-	-	-	-	-	-	-	-
Freight transportation terminal	-	-	-	-	-	-	-	S	P	-	-	-	-	-	-	-	-	-
Outside display/storage not permitted under §17.06.120 of this ordinance	-	-	-	-	S	-	S	S	S	S	-	-	-	-	-	-	-	-
Self-storage facility	-	S	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	-
PUBLIC, CIVIC, EDUCATIONAL, OTHER	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Agriculture																		
Agriculture, consistent with §17.06.160 of this ordinance	-	S	-	-	-	P	-	-	-	-	P	P	P	P	-	-	-	-
Farm stand	P	P	-	-	-	S	-	-	-	-	P	P	-	-	-	-	-	-
Greenhouse, commercial	P	P	-	-		-				-	P	P	-	-	-	-	-	-
Roadside market on lots of 5 acres or more	-	P	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-
Civic and civic-related																		
Library, public	S	S	-	-	P	-	-	-	-	-	S	S	S	S	S	S	S	S
Lodge, fraternal and civic assembly	S	S	-	P	-	-	-	-	-	-	S	S	S	S	S	S	S	S
Government facilities	P	P	-	P	P	S	-	-	-	-	P	P	P	P	P	P	P	P
Parks and playgrounds	P	P	P	-	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Postal service	S	S	-	P	P	-	-	-	-	-	S	S	S	S	S	S	S	S

TABLE 17-06-01 Permitted and Special Uses in the Zoning Districts

Use Category	Zoning District																	
	B-1	B-3	B-4	DD	INT	OL	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-5A	R-6
Child care facilities																		
Child care facilities other than day care home and foster home	S	S	-	P	-	-	-	-	-	-	S	S	S	S	S	S	S	S
Day care home	P	P	-	P	-	-	-	-	-		P	P	P	P	P	P	P	P
Foster home	-	S	-	-	-	-	-	-	-	-	S	S	S	S	S	S	S	S
Educational facilities																		
College and university	S	S	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-
School, K thru high school	-	-	-	S	P	-	-	-	-	-	S	S	S	S	S	S	S	S
Trade school	S	S	-	P	S	-	-	-	-	-	S	S	S	S	S	S	S	S
Religious use																		
Religious assembly	P	P	-	S	P	-	-	-	-	-	P	S	S	S	S	S	S	S
Religious institution	S	S	-	S	P	-	-	-	-	-	P	S	S	S	S	S	S	S
Other																		
Telecommunications tower		S		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Small Cell Facility or Small Cell Antenna in Right-of-Way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Small Cell Facility or Small Cell Antenna in Private Property	P	P	P	S	P	S	P	P	P	P	S	S	S	S	S	S	S	S
Cemetery	S	S	S	-	-	S	-	-	-	-	S	S	S	S	-	S	S	S
Heliport	-	-	-	-	S		-	-	-	S	-	-	-	-	-	-	-	-
Cultivation Center	-	-	-	-	-		-	-	S	S	-	-	-	-	-	-	-	-
Medical Cannabis Dispensing Organization	-	-	-	-	-		-	-	S	S	-	-	-	-	-	-	-	-
Planned unit development	S	S	S	S	S	-	S	S	S	-	S	S	S	S	S	S	S	S
Parking lot as an accessory structure permitted to be located elsewhere than on the same zoning lot for which a primary structure or building is located and served by such parking lot	-	-	-	-	-	-	-	-	-	-	S	S	S	S	S	S	S	S
Railroad rights-of-way, excluding classification yards, terminal facilities, and maintenance facilities	P	P	P	P	-	-	P	P	P	-	-	-	P	P	-	P	P	P
Temporary uses consistent with other permitted uses in the zoning district	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Utilities, as part of subdivision plat	P	P	P	P	P	P	P	P	P	-	P	P	P	P	P	P	P	P
Utilities, not as part of subdivision plat and not regulated more specifically by Ordinance O-94-07, Standards for the Construction of Facilities in the Public Right of Way.	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S	S