

REQUIRED SUBMITTAL MATERIALS

A. REQUIRED FEES. See attached Professional Fee Agreement.

B. PLAT OF SURVEY. The plat of survey should show any existing buildings on the petitioned property as well as any existing accessory structures.

C. SITE PLAN REQUIREMENTS. See attached Site Plan Review Checklist.

D. PLAT. See attached Preliminary / Final Plat Checklists.

E. HOMEOWNERS ASSOCIATION DOCUMENTS.

1. Submission of Documents: All residential planned unit developments and mixed use planned unit developments containing residential land uses shall be approved subject to the submission of a legal instrument or instruments setting forth a plan or documents governing the perpetual care and maintenance of open spaces, recreational areas, and commonly owned facilities.. No such instrument shall be acceptable until approved by the city attorney as to legal form and effect, and the city council as to suitability for the proposed use of commonly owned facilities.

2. Document Compliance: The homeowner’s association documents shall be in compliance with and in no case less restrictive than the provisions set forth in the Illinois Condominium Property Act.

F. STANDARDS. Responses to each of the following standards must be provided or the application will be considered incomplete. If feasible, please submit your responses via email to Marisa Munizzo at, mmunizzo@oak-forest.org in addition to a hard copy at the time of application submittal.

1. SPECIAL USE PERMIT STANDARDS. The petitioner will establish that the proposed development will meet each of the standards made applicable to Special Uses (see Special Use Application).

2. ADDITIONAL STANDARDS FOR ALL PLANNED UNIT DEVELOPMENTS. The petitioner will establish that the proposed development will meet each of the following additional standards:

1) City Planning Goals. A planned unit development must be compatible with and implement the planning goals and objectives of the city as contained in the various elements of the comprehensive plan and other pertinent policy resolutions;

2) Compatibility. The uses permitted in a planned unit development must be of a nature so planned as to create no material detrimental effect upon surrounding properties. In addition, the planned unit development shall not endanger public health, safety or welfare; no shall it diminish or impair property values in the area in which it is to be located;

3) Design Standards. All plans shall comply with the provisions of the Oak Forest subdivision control ordinance unless variation there from is granted by the city council;

4) Environmental Design. The design of a planned unit development shall reflect sensitivity to the natural environment. All plans, to the fullest extent possible, shall provide for protection of both the function and aesthetics of the natural environment, which shall include, but not be limited to, conditions pertaining to floodplains, topographical features, soil and other geological characteristics and preservation of existing vegetation.;

5) **Traffic Circulation.** The roadway network within and around the proposed planned unit development shall be designed to accommodate all new traffic generated by the development. If improvements to existing roadways fronting on a planned unit development are necessary to minimize the interruption in the flow of traffic which would be caused by vehicles entering or leaving the development, such improvements must be provided by the developer. The design of internal circulation systems must be sensitive to such points as safety, convenience access to dwelling units and nonresidential facilities, separation of vehicular and pedestrian/bicycle traffic, and general attractiveness;

6) **Donations.** The proposed planned unit development shall be subject to donations that help to alleviate the burden placed on city services in the area of schools, parks, police and fire, cultural, transportation, utility services and medical;

G. ELECTRONIC PLANS. Please submit an electronic version of all plans in addition to paper copies to mmunizzo@oak-forest.org.

H. ADDITIONAL REQUIREMENTS.

1. RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD)

A. Minimum Size of Site. Each residential planned unit development shall consist of a minimum of thirty thousand (30,000) square feet.

B. Minimum Lot Area. The minimum project size shall be thirty thousand (30,000) square feet.

C. Minimum Lot Width. No minimum lot width shall be required.

D. Minimum Yard Requirements. There shall be no stated minimum yard requirements, except that a minimum open space buffer of five feet shall be provided abutting all property lines. This buffer shall be free of all structures, including patios, decks, balconies, parking lots, driving aisles and roadways; however, each individual site plan shall be reviewed and appropriate additional yard requirements may be enforced as part of the site plan review and approval process.

E. Surface Off-Street Parking Areas. All surface off-street parking areas shall be set back a minimum of ten (10) feet from all publicly dedicated streets or from any portion of a building.

F. Maximum Building Height. No principal or accessory building shall exceed thirty-five (35) feet in height.

G. Buildings and other structures shall be positioned on a site to provide the maximum usable open space.

H. Private retention ponds shall have a minimum of fifty (50) feet of usable open space surrounding the perimeter of such ponds outside the normal water line. A minimum of thirty (30) feet shall be maintained between the high water line and building line; slope shall not exceed five percent nor be less than two percent. The slope between high water line and normal water line shall not exceed four horizontal to one vertical (4:1).

I. The city building commissioner shall approve all erosion control devices. Public use retention ponds to be donated to the Oak Forest park district and shall meet all Oak Forest park district engineering criteria.

J. Accessory Buildings, Structures and Uses. Accessory buildings, structures and uses shall be permitted in planned unit developments, provided that they were shown on the approved site plan.

K. All landscaping shown on the approved site plan must be maintained.

L. Accessory buildings or structures or uses which were not shown on the approved site plan may be erected on a unit's lot in compliance with the zoning requirements of the underlying zoning district in which the property is located, and the applicable height and bulk requirements for accessory buildings and structures shall apply.

M. Public Improvements.

1. Streets. All streets within a residential planned unit development must meet the minimum specifications set forth in the subdivision control ordinance or other applicable city codes governing street specifications. A street that provides access to ten (10) or fewer dwelling units may be considered a private drive and shall then conform to the construction standards as determined by the building commissioner.

2. Sidewalks. A public sidewalk shall be provided on both sides of all streets in a residential planned unit development, unless otherwise approved by the planning and zoning commission.

3. Off-Street Parking and Loading. All residential planned unit developments shall conform to the applicable requirements for off-street parking and loading. The on-site parking of recreational vehicles shall be prohibited. Parking areas shall be arranged so as to prevent through traffic to other parking areas. No more than fifteen (15) parking spaces shall be permitted in a continuous row without being interrupted by landscaping. No more than sixty (60) parking spaces shall be accommodated in any single parking area.

4. Sewer and Water. A municipal sewer shall serve all residential planned unit developments and a water system as set forth in the city subdivision regulations or other applicable city codes. The preferred location of all sewer and water lines is in the street rights-of-way.

5. Signs. All Residential planned unit developments shall conform to the applicable requirements for signs as set forth in the city sign ordinance or other applicable city codes.

2. MIXED USE PLANNED UNIT DEVELOPMENT (PUD)

A. Mixed-use planned unit developments are intended to provide a procedure for mixed-use (commercial/residential) developments. The regulations in this section are intended to provide versatility to implement the mixed-use developments, provided that sufficient information is submitted as part of the mixed-use planned unit development to demonstrate:

1. The continued unified control of the mixed-use planned unit development;

2. The architectural and aesthetic excellence of the project;

3. A description of the benefit to the public in terms of public or semipublic areas, architectural excellence, public convenience, and economic gain, for granting the benefits of a mixed-use planned unit development overlay zoning.

B. The mixed-use planned unit development concept allows for more intense and more complex development. Transportation system improvements are required both on-site and off-site as required by the development. A demonstration that the project meets the transportation demand is required as part of the documentation provided during the application process.

C. Minimum Size of Site. There is no minimum project size in the mixed use district, however, each applicant must demonstrate that the site under consideration is large enough to be developed and that when implemented, it will be compatible with the overall mixed-use area.

D. Minimum Lot Width. No minimum lot width shall be required.

E. Maximum Lot Coverage. The maximum lot coverage of all principal and accessory buildings, including parking structures, shall not exceed fifty (50) percent of the total area of the mixed-use planned unit development.

F. Maximum Building Height. The height of all principal and accessory buildings, including parking structures, in a mixed-use planned unit development shall be determined on an individual site basis.

G. Minimum Yard Requirements. There shall be no minimum yard requirements, however, determination of appropriate yards will be part of the application review and approval process.

H. Open Space. There shall be no minimum open space percentage required. However, the building coverage and off-street parking facilities should be balanced with the remaining open area so as to produce an aesthetically pleasing environment with sensitivity to visual vistas and pedestrian amenities.

I. Operation within an Enclosed Structure. All business, service, storage and display of goods shall be conducted within completed enclosed structures, except:

1. Off-street parking and loading;
2. Outdoor seating areas accessory to restaurants, shown on the approved site plan;
3. Sale or display of merchandise sold or offered for sale through vending machines provided the vending area was shown on the approved site plan.

J. Exterior Lighting. All exterior lighting shall be shaded or inwardly directed in such a manner so that no direct lighting or glare is cast upon adjacent residential property. The intensity of such lighting shall not exceed two footcandle as measured at the abutting property line.

K. Exterior Sound and/or Paging Systems. All exterior sound and/or paging systems shall be inwardly directed from the perimeter of the subject property in such a manner so as to minimize the disbursement of noise onto abutting properties.

L. Truck Parking. Overnight truck parking is not an accessory use in the conduct of a permitted or special use in a mixed-use planned unit development and shall not be permitted.

M. Off-Street Parking and Loading. All mixed-use planned unit developments shall conform to the applicable requirements for off-street parking and loading.

N. Tree Preservation, Landscaping and Screening. All mixed-use planned unit developments shall provide a landscaping and screening plan as part of the required submission for approval.

O. Sewer and Water. A municipal sewer and water system shall serve all mixed use planned unit developments.

P. Signs. All mixed-use planned unit developments shall conform to the applicable regulations for signs as set forth in the city sign ordinance and other applicable city codes.

3. COMMERCIAL PLANNED UNIT DEVELOPMENT (PUD)

A. A commercial planned development may be proposed for a single zoning lot or lots falling within any business district in order to promote the cooperative development of shopping centers and business access points on to thoroughfares, to separate pedestrian and automobile traffic, to develop shopping centers of size and location compatible with market potential and adjoining land use, and to encourage harmonious architecture between adjacent commercial structures.

B. Retail sales and services, including storage of materials, shall be conducted or stored entirely within a wholly and permanently enclosed building or buildings.

C. Where a combination of uses is planned, additional off-street parking spaces shall be provided unless the plan commission determines that individual parking spaces may adequately serve two or more uses by reasons of the hours of operation of such uses.

D. At least ten (10) percent of the total lot area of the planned development shall be provided for landscape purposes.

E. Where a planned commercial development adjoins the boundaries of adjacent residential, public open space, schools, churches or other similar uses, fencing, landscaping or both shall appropriately screen the development.

F. Ingress and egress shall be so designed as to minimize traffic congestion in the public streets as well as the interior parking areas.

G. All commercial planned developments shall provide for underground installation of utilities.

H. Outside lighting shall be designed and placed so as not to be disturbing to adjacent residential areas.

I. PLEASE SUBMIT AN ELECTRONIC VERSION OF ALL PLANS IN ADDITION TO PAPER COPIES TO mmunizzo@oak-forest.org.

J. ADDITIONAL SUBMITTAL MATERIALS. Other materials maybe required at the time of submittal.

**CITY OF OAK FOREST
PROFESSIONAL FEE AGREEMENT**

THIS PROFESSIONAL FEE AGREEMENT is made and entered into this ____ day of _____, and is by and between the **CITY OF OAK FOREST**, an Illinois home rule municipal corporation ("**City**"), and _____ [the legal title owner of the property commonly known as _____] [the contract purchaser of the property commonly known as _____] [an _____] ("**Applicant**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's home rule powers, the parties agree as follows:

1. RECITALS.

A. On _____, the Applicant filed an application with the Community Development Department seeking zoning [and] [subdivision] relief under Chapter[s] _____ of the Oak Forest Zoning Ordinance of 1999, as amended, ("**Zoning Ordinance**") for [DESCRIBE SPECIFIC RELIEF REQUESTED] ("**Requested Relief Application**") for the property commonly known as _____ and legally described as follows:

[INSERT LEGAL DESCRIPTION]

B. The City will use staff resources and incur costs, including independent professional staff fees, to review and process the Requested Relief Application.

C. Pursuant to Subsection 17.04.090 of the Zoning Ordinance, the City requires that the Applicant establish an escrow account with the Community Development Director to cover all costs, charges, and fees, including, without limitation, copying, publication, mailing or other delivery, transcription, and recording costs and charges and professional fees for, without limitation, planners, engineers, traffic and transportation consultants, architects, and other professional service providers as may be required to thoroughly and accurately analyze, review and process the Requested Relief Application ("**Recoverable Expenses**").

2. RECOVERABLE EXPENSES ESCROW ACCOUNT.

A. Concurrent with the submission of the Requested Relief Application, the Applicant shall execute this Agreement and establish an escrow account with the Community Development Director that shall pay for all Recoverable Expenses. The escrow account shall be established according to the following table:

Project Size	Security Amount
0 to 5 acres	\$5,000.00
5 to 10 acres	\$10,000.00
Over 10 acres	\$20,000.00 plus \$2,500 for each additional acre or part thereof

B. When the deposit set forth in this Section 2 falls below \$750.00, the applicant shall, upon written demand of the City, deposit the necessary amount to replenish the escrow account to its original amount prior to any more review and processing of the Requested Relief Application.

C. In the event that the escrow account established in Section 2 of this Agreement after replenishment is not sufficient to pay for any Recoverable Expenses, the City shall provide the Applicant with an itemized invoice itemizing the work performed and the Recoverable Expenses incurred. The Applicant shall pay the invoice in full within 30-days. If the Applicant does not pay the invoice within 30-days after receipt, interest shall accrue on the unpaid balance at the rate of 18% per annum.

D. In the event that the Applicant fails to replenish the escrow account, or otherwise falls into arrears with the City for excess Recoverable Expenses as required in this Section 2 within 15-days after receipt of written demand by the City, the City shall cease all review, analysis and processing of the Requested Relief Application and return the Requested Relief Application to the Applicant and all submittals in support of the application together with any unused portion of the escrow account, if any.

3. COOPERATION.

The Applicant shall fully cooperate with the City, its officials, employees, and independent professional staff with respect to the review, analysis, and processing of the Requested Relief Application.

4. REPRESENTATION OF THE CITY ONLY.

The Applicant acknowledges and agrees that the City's in-house staff and independent professional staff solely represent the City and the City's interests and in no manner whatsoever represent those of the Applicant.

5. CONFLICT.

If the terms of this Agreement conflict with any rule, regulation, or ordinance of the City or other agreement between the City and Applicant, the terms and provisions of this Agreement shall control.

6. ENFORCEMENT.

The City may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the City shall be entitled to reimbursement from the Applicant of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with any such enforcement proceeding.

7. TERM.

This Agreement shall be in full force and effect from and after the Effective Date until ; provided, however, that this Agreement shall be of no force or effect until the Owner shall have first paid in full the amounts due to the City as a condition precedent to the execution of this Agreement by the City, pursuant to Section 11 of this Agreement, but no delay in payment shall serve to extend the date of termination of this Agreement. This Agreement shall run with and bind the Property in perpetuity, and shall inure to the benefit of and be enforceable by the Owner and the City, and any of their respective legal representatives, heirs, successors, and assigns.

8. GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Oak Forest
15440 Central Avenue
Oak Forest, IL 60452
ATTN: Community Development Director
e-mail: adotson@oak-forest.org

With a copy to: Ancel Glink Diamond Bush DiCianni & Krafthefer, P.C.
140 South Dearborn Street
Chicago, IL 60603
ATTN: Keri-Lyn J. Krafthefer
e-mail: kkrafthefer@ancelglink.com

Notices and communications to the Owner shall be addressed to, and delivered at, the address on the Requested Relief Application on file with the Community Development Department.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supercedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST

CITY OF OAK FOREST, an Illinois home rule municipal corporation

City Clerk

Mayor

ATTEST

[APPLICANT]

(FOR CITY USE ONLY)

PZC Case Number: _____

Filed with the Community Development Department: _____ / _____ / _____

Transmitted to Planning and Zoning Commission: __ / _____ / _____

Continuance if any: _____ / _____ / _____

Notice of hearing published in: _____ on _____ / _____ / _____

Findings and Recommendations of Planning and Zoning Commission referred to City Council.

Final Action of City council for adoption of amending ordinances or denial of applicant's request at meeting held:

_____ / _____ / _____

DENIED _____ **APPROVED** _____

CONDITIONS IMPOSED: