



Application for Public Hearing VARIANCE

YOU MUST PROVIDE THE FOLLOWING INFORMATION: IF ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA PAGES TO THE PETITION.

Name of Business (if Applicable): NA

Address/Location of Property in Question: 142 Le Moyne Parkway

Property Identification Number(s)(PIN): 16-05-103-027-0000

Name of Property Owner(s): Daniel E Krout

Address of Property Owner(s): 142 Le Moyne Parkway, Oak Park, IL 60302

E-Mail of Property Owner(s): dan.krout@comcast.net Phone: 708-203-6430

If Land Trust, name(s) of all beneficial owners: (A Certificate of Trust must be filed.) _____

Name of Applicant(s) (if different than Property Owner): _____

Applicant's Address: _____

Applicant's Contact Information: Phone _____ E-Mail _____

Other: _____

Property Interest of Applicant: Owner _____ Legal Representative _____ Contract Purchaser _____ Other _____

(If Other - Describe): _____

Property Type: 1 or 2 Family Residential Multiple-Family Commercial Mixed-Use Hospital Institutional

Zoning District: R-1 R-2 R-3(50) R-3(35) R-4 R-5 R-6 R-7

DT (1-2-3) GC HS MS NA NC RR

H OS I

Describe Variance Proposal: Propose to replace garage.

current foot print is 18'4" x 20'

Propose new foot print of 20' x 22'

Request for variance of minimum greenspace requirement.

Size of Parcel (from Plat of Survey): 4375 Square Feet

Adjacent:	Zoning Districts	Land Uses
To the North:	_____	_____
To the South:	_____	_____
To the East:	_____	_____
To the West:	_____	_____

Is the property in question currently in violation of the Zoning Ordinance? Yes No

If Yes, how? Green space of 40% = 1750, current green space approximately 1330 sq ft

Is the property in question currently subject to any zoning relief? Yes No

If Yes, how? _____

If Yes, please provide relevant Ordinance No.'s _____

Is the subject property located within any Historic District? Yes No

If Yes: Frank Lloyd Wright Ridgeland/Oak Park Gunderson

From what Section(s) of the Zoning Ordinance are you requesting approval / relief?

Article: _____ Section: 4.3 Table 4.1: Residential District

Article: _____ Section: _____ Dimensional Standards

Article: _____ Section: _____

Explain why, in your opinion, the grant of this request will be in harmony with the neighborhood and not contrary to the intent and purpose of the Zoning Ordinance or Comprehensive Plan;

garage structure is in poor condition (i.e., ^{uneven and} cracked concrete floor, leaning structure, windows and door unable to close properly.) Want to modestly increase footprint to allow ~~safety~~ parking and being able to exit structure from service door for better safety. Slightly deeper garage will allow for safe and easy access to bicycles and lawn equipment.

I (we) certify that all the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

I (we) consent to the entry in or upon the premises described in this application by any authorized official of the Village of Oak Park for the purpose of securing information, posting, maintaining and removing such notices as may be required by law.

Daniel E Krout
(Printed Name) Applicant

Daniel E Krout
(Signature) Applicant

8/8/2021
Date

Daniel E Krout
(Printed Name) Owner

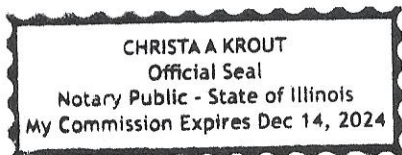
Daniel E Krout
(Signature) Owner

8/8/2021
Date

Owner's Signature must be notarized

SUBSCRIBED AND SWORN TO BEFORE ME THIS
8th DAY OF August, 2021

Christa Krout
(Notary Public)



Handwritten text, possibly a signature or date, located in the bottom right corner of the page.

TOTAL PAYMENT DUE**\$ 4,931.93****2020 First Installment Property Tax Bill**

Property Index Number (PIN)	Volume	Code	Tax Year	(Payable In)	Township	Classification
16-05-103-027-0000	138	27001	2020	2021	OAK PARK	2-03

By 03/02/21 (on time)

IF PAYING AFTER
03/02/21, PLEASE PAY

03/03/21 - 04/01/21

\$4,931.93

OR

04/02/21 - 05/03/21

\$4,931.93

OR

05/04/21 - 06/01/21

\$5,005.91**TAXING DISTRICT DEBT AND FINANCIAL DATA**

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	% of Pension and Healthcare Costs Taxing Districts Can Pay
Des Plaines Valley Mosq Abat Dist Lyons	\$0	\$3,519,565	-\$267,854	107.61%
Metro Water Reclamation Dist of Chicago	\$3,404,722,000	\$2,909,890,000	\$1,377,581,000	52.66%
Oak Park Park District	\$19,615,240	\$18,769,854	\$435,003	97.68%
Triton Community College 504 (River Grv)	\$93,607,540	\$29,906,940	\$29,906,940	0.00%
Oak Park And River Forest HS Dist 200	\$59,181,366	\$73,748,636	\$1,220,248	98.35%
Oak Park School District 97	\$133,793,818	\$111,684,863	\$67,981,101	39.13%
Village of Oak Park	\$184,478,136	\$437,912,547	\$171,911,541	60.74%
Town of Oak Park	\$486,111	\$10,678,443	\$1,281,297	88.00%
Cook County Forest Preserve District	\$193,646,842	\$457,040,680	\$246,669,734	46.03%
County of Cook	\$6,898,027,070	\$23,257,290,307	\$13,395,266,525	42.40%
Total	\$10,987,558,123	\$27,310,441,835	\$15,291,985,535	

PAY YOUR TAXES ONLINEat cookcountytreasurer.com from your bank account or credit card**TAX CALCULATOR**

2019 TOTAL TAX		8,967.15
2020 ESTIMATE	X	55%
2020 TOTAL TAX	=	4,931.93

The First Installment amount is 55% of last year's total taxes. All exemptions, such as homeowner and senior exemptions, will be reflected on your Second Installment tax bill.

IMPORTANT MESSAGES

Proof of Ownership

PROPERTY LOCATION

142 LE MOYNE PKY
 OAK PARK IL 60302

MAILING ADDRESS

DANIEL KROUT
 142 W LEMOYNE PKWY
 OAK PARK IL 60302-1156

DETACH & INCLUDE WITH PAYMENT

August 6, 2021
Application for Public Hearing Variance

Daniel E Krout
142 LeMoyne Parkway
Oak Park, IL 60302

RE: Garage Rebuild Project and Request for Greenspace Variance

Item 5. Project Summary

Our home is on the north side of LeMoyne Parkway and has a detached wooden 2-car garage with ally access. Our home is in the middle of the block between Lombard Avenue and Hayes Avenue, so we are at the "T" where the N LeMoyne east-west alley meets the north-south alley between Lombard and Hayes.

We are not sure when the garage was built, but it may be an original structure to the property. The current dimension is 18'4" x 20', so the garage has little room from side to side and from front to back for anything other than our two cars. The condition of our garage is poor, with a cracked and un-even concrete floor. The walls have a slight lean; the lean worsens with winter ground heaving such that the service door cannot be closed, and the walls are so far off-of-square that the north-facing garage windows will not close fully.

We have determined that if we are to invest in a new garage, we would like to improve its function, recognizing that we do not have much yard space as it is. We have proposed a 20' by 22' new structure; however, we have learned that our current green space is already deficient vis a vis the village code.

While we have endured the current footprint of the garage (for 30 years!), the slightly deeper garage would have the following benefits:

- SAFETY; the ability to drive into the garage, close the garage door, and unload and exit from within the garage into our fenced-in yard
- Bicycle storage; we currently have no room to store bicycles (plus the integrity of the current structure has not given us the confidence to store anything of value).
- Larger vehicle; we or a prospective buyer could conceivable have a longer vehicle. Our property has no other options for parking a large vehicle such as a Chevy Suburban or Extended-Cab truck.



I (We) Dan Krout Home
Address 142 LeMoyne Parkway Work
City Oak Park IL Zip 60302 Cell 708-203-6430
Pin# Quote subject to Zoning review. Cell
Date 4/14/2021 Email dankrout@comcast.net

Agree(s) to purchase from Blue Sky Builders, Inc. the following goods and services. Blue Sky Builders, Inc. agrees to furnish all labor and materials according to the following specifications.

WRECKING

Size 18 x 20
Frame
Garage Must be Empty yes
Add'l Debris
Concrete - up to 4" thickness 360sf
One Slab Included
Apron included
Walks no
Driveway no
Parkway no
Sawcuts as needed

NEW CONCRETE

Floor 20x22 6 bag/mesh/4" thick
Apron 20x5 to alley
Walk 3x3 Pad
Driveway no
Parkway no Curb Cut no
Haul Dirt yes
Existing Grade high 6"
Bobcat in Concrete no
Slab Parallel to lot lines
All concrete is pitched for drainage, scored with control joints and raised curbs with anchor bolts to code.
12"x14" footings w/ rebar & 6 mil vapor barrier inc.

CARPENTRY

Size 20 W x 22 L
Gable
Roof Pitch 8/12
2 x 4 16" O.C. Studs w/Wolmanized Plates
2 x 8 x 16" O.C. rafters
Wall Height 9'
Sheathing 4x8x7/16" OSB w/ housewrap
Crossties 2x8x32" OC
LVL door header, H-ties
2/3 storage loft (no ladder) w/2x10
16" oc joists & 5/8" OSB
1 Hr firewall & eave on east

SIDING

Type LP Smartside
Color standard colors

ROOFING

Sheathing 1/2" OSB 15# felt
Shingles Arch
Color standard colors
Vents 2 mushroom

TRIM

Wood Aluminum YES
Eave 8" Color
Gutter Yes Color DS behind
OHD Standard 3.5" Color fences
Serv. Door Stdnd 3.5" Color
Window Standard 3.5" Color

DOORS

6-Panel 36" Primed w/ Deadbolt No
Install owners double door
Overhead 16x8
2250 - Hollow Short Panel
Color
Glass No
Door Opener 1/2 H.P. w/2 Controls Yes 1
8365 - Liftmaster MyQ chain drive
Keyless entry included

WINDOWS

Qty
Size
Style
Color
Grills
Location
Install owners 3 lite unit

ELECTRIC

Install New Line 3/4" rigid
Interior Outlets 2 wall + 1 opener
Exterior Outlets 1 per code
Interior Lights 4 cans by owner
Exterior Lights 2 on west wall
60A-220V subpanel
Fixtures Supplied by owner
3-way Switch no
Recess for Drywall yes
Sub Panel Yes - 60 amp

OPTIONS At Additional Cost

Table with 2 columns: Option, Cost. Includes rows for various electrical and siding options.

Owner to furnish new updated Plat of Survey for permitting. Owner to furnish can lights.
Cook Co & Local permit fees not included.

- NEW SURVEY REQD (COST NOT INCLUDED) YES
SITE PLAN REQD (COST NOT INCLUDED)
UTILITY RELOCATION REQD (COST NOT INCLUDED)
TREE/STUMP REMOVAL REQD (COST NOT INCLUDED)
INSULATION NO DRYWALL NO

Pricing valid through 6-29-21 and is subject to change after.
New updated Plat of Survey \$550 +/-

Summary table showing Total Price \$39,385.00 and breakdown of payments: Deposit \$5,000.00, Wreck Payment \$5,000.00, Concrete Payment \$18,385.00, OHD Payment \$9,000.00, Electric Payment \$2,000.00.

NO WARRANTY ON CONCRETE
NO CONSTRUCTION UNTIL ALL SELECTIONS ARE MADE
NO SPECIAL ORDERS ARE ORDERED UNTIL PERMIT IS APPROVED
NO LANDSCAPING, BACKFILLING, OR GRADING INCLUDED
NO PAINTING, STAINING, OR SEALING INCLUDED UNLESS AGREED TO ABOVE
NOT RESPONSIBLE FOR EXISTING ELECTRIC PANEL/LINE CONDITION
NOT RESPONSIBLE FOR EXISTING DRIVEWAY CONDITION
NO DRIVEWAY REPAIR INCLUDED - ALL DRIVEWAY REPAIR AT ADDITIONAL COST TO CUSTOMER
ALL CHANGE ORDERS ARE SUBJECT TO A SERVICE CHARGE

PERMIT FEE PAID BY: [X] CUSTOMER [] BLUE SKY BUILDERS
BOND FEE PAID BY: [] CUSTOMER [] BLUE SKY BUILDERS

Acceptance of Proposal
The above prices, specifications, and additional agreements contained on the reverse side of Page 1 of this contract are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as detailed above. I understand that prompt payment will ensure timely completion of the project.

Accepted by Blue Sky Builders, Inc. Signature

ADDITIONAL AGREEMENTS BETWEEN

Dan Krout

("BUYER")

and Blue Sky Builders, Inc. ("Blue Sky")

1. Warranty: Buyer understands and agrees that Blue Sky makes no warranty, express or implied by Illinois Law or otherwise, except as set forth herein. This paragraph contains the sole warranty with respect to the work and improvements and ALL IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. Blue Sky agrees to provide the necessary labor and materials to correct all defects of workmanship or materials originally furnished by or through Blue Sky (including its subcontractors) for a period of one (1) year from the date of completion. Buyer understands and agrees that furnishing such labor and materials shall be Blue Sky's sole liability. Blue Sky shall not be liable to Buyer for damage to personal property of Buyer stored or maintained on or about the improvement which results from defects in materials or workmanship of Blue Sky or its subcontractors.

Blue Sky's warranty does not cover (by way of example and not limitation)

- Any painting
- Cracking, peeling, pitting or scaling of concrete work or damage caused by settling, frost heave, road salt or other conditions beyond Blue Sky's control.
- Ordinary wear and tear that results from inherent characteristics of materials and products.
- Damage caused by weather, accidents or deliberate acts of Buyers or others.

No warranty shall be in effect until all payments due from Buyer have been received by Blue Sky. In no event will warranty extend beyond one year after completion.

2. Site: Buyer is responsible for removal of trees, bushes, stumps, foliage, debris and personal property of any nature to clear the site and for the repair, alteration and relocation of fences, posts and other fixtures, personal property or landscaping of any nature. Buyer is responsible for all costs to locate and move utility service including, but not limited to, electric, gas, telephone, sewer, water, cable or others.
3. Painting: No painting, staining, sealing, or other surface treatments are included unless otherwise agreed in writing.
4. Landscaping: No landscaping, backfilling, seeding, sodding, grading or dirt removal is included unless otherwise agreed in writing.
5. Government Fees: No permit fees, bonds, taxes, assessments or other impositions by any federal, state, county or municipal government agency or authority is included unless otherwise agreed in writing.
6. Professional Services: Buyers shall pay for all architectural, surveying, engineering and other professional services.
7. Soil: Any additional costs incurred by Blue Sky as a result of poor soil quality, obstructions below grade or other hidden or unanticipated conditions shall be reimbursed by Buyer.
8. Hazardous Materials: Buyer is responsible to pay all costs for removal and disposal of asbestos, lead paint or any other material or substance consisting of, containing or laced with any "hazardous" material, substance, pollutant or contaminant.
9. Delays: Blue Sky is not responsible for any delays resulting from weather, strikes, accident and other events beyond its control. If Buyer delays the start of the project or any phase by nonpayment of money or other failure to do that which is required of Buyer by this agreement, Buyer shall pay for any additional costs or expenses caused by such delay, including but not limited to increased labor and material costs.
10. Delivery of Material: Buyer agrees to allow the delivery of lumber and other building materials by truck and agrees that Blue Sky is not responsible or in any way liable for damages caused by those deliveries.
11. Existing Driveways: Buyer agrees to allow heavy equipment and trucks necessary for construction on existing driveway, sidewalk, and parkway and agrees that Blue Sky is not responsible or liable for the performance of the existing driveway, sidewalk, parkway or replacement of in the event of damage.
12. Location of Concrete: Buyer shall specify the location and placement of all concrete work. All measurements will be taken from lot lines and/or house foundations detailed on a legal plat of survey provided by the Buyer. Buyer is responsible for the accuracy of the plat of survey. Blue Sky retains the right to change the concrete location based on field conditions but not more than ten percent (10%) of the original specified measurement in any one direction.
13. Change Orders: Change orders shall be in writing, signed by both parties. Payment for the change must be remitted at the time the change order is signed or it will not be implemented. Buyer's sole and exclusive remedy for Blue Sky's failure to carry out a change order is the refund of the payment remitted therefore.
14. Payment: All payments shall be made when due. No phase of work shall proceed unless and until payments are current. Buyer is solely responsible for delays and costs associated with the delays caused by the failure to make payments when due.
15. Cost of Materials: The total price estimate contained in the proposal is based on the cost of locally purchased materials on the date this proposal was accepted by Blue Sky. Buyer acknowledges that materials will not be purchased until after a building permit is issued. Blue Sky reserves the right to increase the contract price by the amount of any increase in the cost of materials when purchased.
16. Termination: If Buyer terminates this Agreement before work has started, Buyer shall pay Blue Sky ten percent (10%) of the cash price of subcontracts and material purchased as liquidated damages and not as penalty. If Buyer terminates this agreement after work has commenced, Buyer shall pay Blue Sky for all work completed, plus profit and overhead in the amount of twenty-five percent (25%) of the cash price. If Blue Sky terminates this Agreement, it shall be entitled to payment for work completed, plus reimbursements for all costs and payments to subcontractors and suppliers. Buyer shall be entitled to the return of deposits or payments in excess of such amounts as Buyer's sole and exclusive remedy.
17. Entire Agreement: The Contract and Additional Agreements on this page constitute the entire agreement between the parties. No representations, warranties, undertakings or promises, whether oral, expressed or implied, have been made by Blue Sky or any employees, salesperson or agent of Blue Sky, or shall be considered part of this transaction unless expressly stated herein. No amendment, modification or supplement to this Agreement shall be effective unless it is in writing and signed by both parties.
18. Agency: Each of the Buyers named herein does hereby irrevocably authorize each of the other Buyers as his or her agent, in all dealings with Blue Sky, to do, execute or perform any act, deed or other matter whatsoever with reference hereto, and does hereby ratify and agree to be bound by all that the other may do by virtue thereof.
19. Attorney's Fees: In any action, lawsuit or complaint brought by Blue Sky to enforce the terms of this Agreement, it shall be entitled to recover its court costs and reasonable attorney's fees.

[]

INITIAL

Item 6. Response to Approval Standards

- ***The strict application of the terms of this Ordinance will result in undue hardship unless the specific relief requested is granted.***

Personal Safety. We believe a deeper garage would provide greater safety, allowing us to park, close the alley-side garage door, and enter and exit the garage from within the garage into the fenced-in yard.

- ***The particular physical surroundings, shape or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.***

We do not have enough physical space to meet the zoning requirement. The home was constructed nearly 100 years ago when greenspace coverage was not a consideration.

- ***The plight of the owner is due to unique circumstances inherent to the subject property and not from the personal situation of the owner and has not been created by any person presently having a proprietary interest in the property in question.***

We do not have enough physical space to meet the zoning requirement. We believe the slightly larger footprint that we propose will improve our physical safety, particularly important as we are getting older and more vulnerable. The larger footprint will give us other improved function (bicycle and lawn equipment storage and access) that will help motivate us to make this significant financial outlay.



(assumed)

KABAL SURVEYING COMPANY

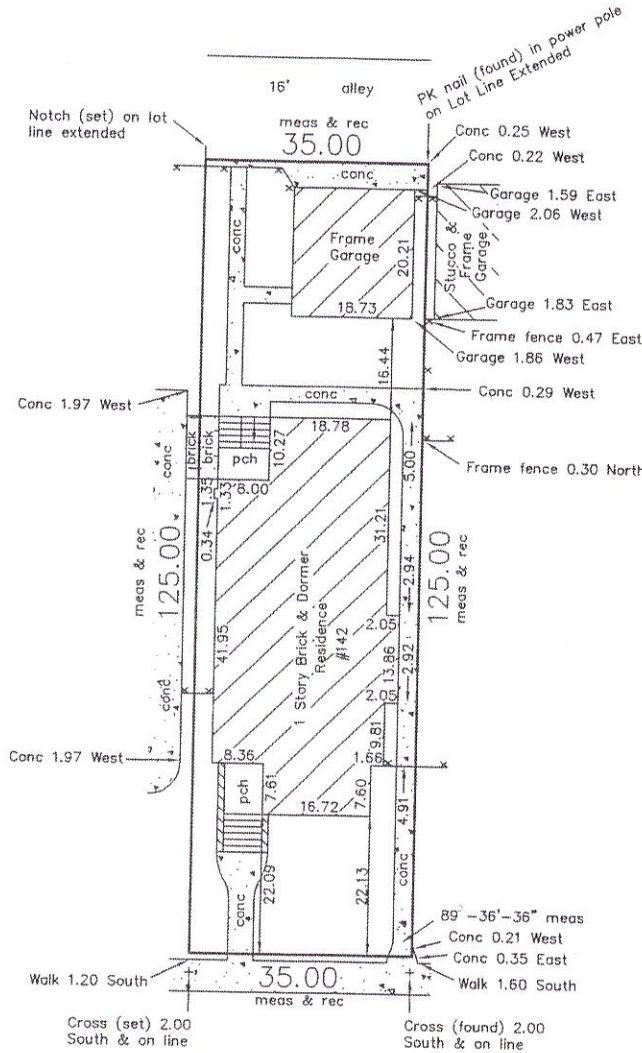
Land Surveying Services

Plat of Survey

Lot 23 in Block 4 in Fair Oaks Terrace, a Subdivision of the East 50 acres of the North 75 acres of the Northwest quarter of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 142 LeMoine Parkway, Oak Park

10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061



LeMoine (90' R. o. W.) Parkway

LEGEND

- R.O.W. = right-of-way, E = East
- rec = record, N = North, W = West
- meas = measured, S = South
- pch = porch, rad = radius
- prc = point of reverse curve
- conc = concrete, pc = point of curve

Area of property is approximately 4,375 square feet

"X" in box indicates that hereon drawn plot was ordered as a non-monumented survey

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed June 25 20 21

Scale: 1 inch = 20 ft.
Order No. 210957
Ordered By: Owner



This professional service conforms to the current Illinois minimum standards for a boundary survey

STATE OF ILLINOIS }
COUNTY OF COOK }

I, MITCHELL P. BALEK, an Illinois Professional Land Surveyor, hereby certify that I have surveyed the property described above and the plat hereon drawn is a correct representation of said survey.

Dimensions are in feet and decimal parts thereof and are corrected to a temperature of 62 degrees Fahrenheit.

Mitchell P. Balek

Illinois Professional Land Surveyor No. 035-003250
My license expires on November 30, 2022

ORIGINAL SEAL IN RED