

**LAKE COUNTY ZONING BOARD OF APPEALS
CONDITIONAL USE PERMIT APPLICATION**

7682

Applicant: Delaware Commons, LLC
c/o Ralph Hayward, Manager
6866 Ellis Avenue
Long Grove, IL 60047

Phone: 847/293-0598

email: angie.hayward@sbcglobal.net

I hereby authorize the following person to represent me in all matters related to this application:

James C. Hartman
Smith, LaLuzerne & Hartman, Ltd.
One North County Street
Waukegan IL 60085

Phone: 847/775-7700

Fax: 847/662-6834

email: jim.hartman@csmithlaw.com

Subject	Present Zoning:	Limited Commercial (LC)
Property	Present Use:	Vacant
	Proposed Use:	Tavern
	PIN:	07-19-401-280
	Address:	34491 Old Walnut Circle Gurnee, IL 60031

Legal description: See Deed

Request: I request a conditional use permit be approved to allow:

The Applicant requests a conditional use permit be approved to allow recreational-oriented retail sales and service, namely, a tavern. The property consists of a one story strip mall. The subject property is currently zoned Limited Commercial ("LC") under the Unified Development Ordinance ("UDO"). Anya, Inc., and Suchit Shah, the lessees of one of the end units (Unit H), which is currently vacant, wish to operate a café and video gaming establishment. This thus requires a liquor license. However, a tavern or bar falls under the "recreational-oriented retail sales and services" use type in the UDO, and this use type is only conditionally allowed in the LC zone.

Explain why this conditional use permit is justified:

Per the Zoning Use Table of the UDO (§ 151.111), Recreational-oriented retail sales and service is a use type allowed conditionally in the Retail Sales and Service use category in the LC zone.

The Lake County Zoning Board of Appeals is required to make findings of fact on your request. You should "make your case" by explaining specifically how your proposed request relates to each of the following criteria:

A. The use in its proposed location will be consistent with the stated purpose and intent of the Zoning Ordinance (see Sec. 1.5).

The UDO was designed to provide for orderly transition between commercial and residential uses. The subject property is zoned LC, and the other units consist only of commercial uses. Parking currently exists to meet the needs of each commercial enterprise operating out of the subject property. The unit in question was previously a White Hen Pantry, which sold packaged liquor and foodstuffs at retail. The proposed use would provide a location for persons to dine in and recreate.

1. Adjacent Property.

Please see the attached Google Maps photograph. The subject property is the building with the labels "Snap Fitness" and "Salon Couture." Other tenants in the building include a Snap Fitness, a cleaner, an Eye Level Learning Center, a hair salon, and a dental office. The property directly west of the subject property across Old Walnut Circle and labeled "Allstate Insurance" consists of commercial offices. Southwest of that property are single family homes. The property directly south of the subject property is a condominium complex. Directly east of the subject property is a park. The properties across Washington Street are single family homes.

2. The Character of the Neighborhood.

The neighborhood is a mixture of commercial and residential. The proposed CUP would provide both residents and workers in the area a place to dine and recreate.

3. Natural Resources.

The natural resources in the area will not be affected by the proposed CUP. A paved parking lot already exists at the subject property. No new parking is needed or requested. No vegetation will be removed.

4. Infrastructure.

Although the lessees will make cosmetic improvements to the interior of the unit so that it can function as a tavern, the subject property will not need any infrastructure improvement.

5. Public Site

The proposed use will not have any adverse effect on any public site.

6. Any Other Matters Affecting the Public Health, Safety, or General Welfare.

The proposed use will not have any adverse effect on any other matters affecting public health, safety, or general welfare.

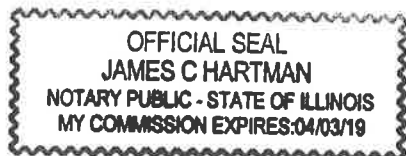
I hereby attest that all information given above is true and complete to the best of my knowledge.



RALPH HAYWARD, Manager,
Delaware Commons, LLC

I, James C. Hartman, a Notary Public aforesaid, do hereby certify that Ralph Hayward, personally known to me, is the person who executed the foregoing instrument bearing the date of January 22, 2016 and appeared before me this day in person and acknowledge that he signed, sealed and delivered the same instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of January, 2016.



A handwritten signature in dark ink, appearing to be "JCH", is written over a horizontal line. The signature is stylized and cursive.

COURT REPORTER AGREEMENT

CHECK ONE OF THE FOLLOWING:



I authorize the County to act on my behalf to retain a Certified Shorthand Reporter to transcribe the public hearing and provide a transcript to the Zoning Board of Appeals. I further agree to pay the Reporter reasonable fees for his/her services. If I do not pay the Reporter and the County is invoiced and pays the Reporter, I agree to reimburse the County. If the County sues to obtain reimbursement, I agree to pay the County its reasonable attorney's fees in bringing suit and obtaining a judgment.

1/25/16
I will furnish a Certified Shorthand Reporter to transcribe the public hearing and provide a transcript to the Zoning Board of Appeals. I realize that the failure to do so may result in the continuation of the public hearing in which case I agree to reimburse the County for all additional expenses caused by such continuation.



Signature

THIS SIGNED AGREEMENT MUST ACCOMPANY YOUR APPLICATION



Chicago Title Insurance Company

**WARRANTY DEED
ILLINOIS STATUTORY
(Corporation to Individual)**

FIRST AMERICAN TITLE

1858123

THIS IS A CERTIFIED TRUE
AND EXACT COPY
OF THE ORIGINAL
FIRST AMERICAN TITLE



THE GRANTOR, A.M. Pickus Limited Partnership, an Illinois Limited Liability Partnership, a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration, in hand paid, and pursuant to authority given by the Board of Directors of said corporation, **CONVEY(S)** and **WARRANT(S)** to Delaware Commons, L.L.C.

(GRANTEE'S ADDRESS) 6866 Ellis Avenue, Long Grove, Illinois 60047

of the County of Lake, the following described Real Estate situated in the County of Lake in the State of Illinois, to wit:

☐

See Attached.

THIS IS NOT HOMESTEAD PROPERTY

SUBJECT TO: covenants, conditions and restrictions of record, general taxes for the year 2008 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s), public and utility easements; existing leases and tenancies; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments;

Permanent Real Estate Index Number(s): 07-19-401-280-0000

Address(es) of Real Estate: 34491 Old Walnut Circle, Gurnee, Illinois 60031

In Witness Whereof, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Manager this 29 day of September 2008

A.M. Pickus Limited Partnership

By

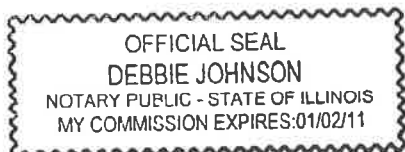
Allan M. Pickus *AM Pickus*

Manager

STATE OF ILLINOIS, COUNTY OF Laurel ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO HEREBY CERTIFY**, that Allan M. Pickus, personally known to me to be the Manager of the A.M. Pickus Limited Partnership, and personally known to me to be the same person(s) whose name(s) are subscribed to the forgoing instrument, appeared before me this day in person and severally acknowledged that as such Allan M. Pickus and Manager they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29 day of September 19 2008



Debbie Johnson (Notary Public)

Prepared By: Neil J. Anderson
1927 Main Street
Spring Grove, Illinois 60081

Mail To:
Neil J. Anderson, P.C.
1927 Main Street
Spring Grove, IL 60081

Name & Address of Taxpayer:
Delaware Commons, LLC
6866 Ellis Avenue
Long Grove, Illinois 60047

**EXHIBIT A LEGAL
DESCRIPTION**

OUT-LOT 93 IN COUNTRY TROWNE II, BEING A SUBDIVISION IN THE SOUTHEAST
1/4 OF SECTION 19 TOWNSHIP 45 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 28, 1994
AS DOCUMENT 3498430, IN LAKE COUNTY, ILLINOIS

COMMERCIAL LEASE

This lease is made between Delaware Commons, LLC, P.O. Box 6866, Vernon Hills, IL 60061, herein called Lessor, and Anya, Inc., an Illinois Corporation and Suchit Shah, Individually, 6411 Midleton Lane, McHenry, IL 60050, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Gurnee, County of Lake, State of Illinois, described as 34491 N. Old Walnut Circle - Unit H, Gurnee, IL 60031, upon the following TERMS and CONDITIONS:

1. Term and Rent. Lessor demises the above premises for a term of five (5) years, commencing on October 1, 2015 and terminating five years from that possession date, as provided herein. The monthly rent as described below will be payable in advance on the first day of each month for that month's rental, during the term of this lease as follows:

<u>Year</u>	<u>Term</u>	<u>Base Rent</u>
1	October 1, 2015 to December 31, 2015	No Rent
1	January 1, 2016 to September 30, 2016	\$1500*
2	October 1, 2017 to September 30, 2017	\$1545*
3	October 1, 2018 to September 30, 2018	\$1591*
4	October 1, 2019 to September 30, 2019	\$1639*
5	October 1, 2020 to September 30, 2020	\$1688*

*In addition to the Base Rent, Lessee shall pay monthly pro-rata Additional Rent charges (comprised of Real Estate Taxes, Common Area Maintenance, Insurance and Management) based on 1500 square feet or a 15.0% share of the total rentable building space of 10,000 square feet. The current estimated Additional Rent is \$7.00 square foot. The monthly pro-rate share for Additional Rent for the term of January 1, 2016 to September 30, 2016 will be \$875.00.

The Total Monthly Rent (Base Rent + Additional Rent) for the term of January 1, 2016 to September 30, 2016 is \$2375.00.

All rental payments shall be made to Lessor at the address specified above. In the event that the monthly rental is not received by the 5th business day of each month during the lease term, a late charge of \$100.00 will be assessed and is due and payable as part of that monthly rental payment.

1.1 Option to Renew. Not Applicable.

2. Use. Lessee shall use and occupy the premises for video gaming and serving of liquid refreshments (alcoholic and non-alcoholic). The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all time, maintain the premises in good and safe condition and repair. This includes the maintenance, repair and replacement of any storefront, doors, window casements, plate glass, electrical wiring/conduits/ballasts, plumbing, heating and air conditioning systems, pipes, signage and any other system or equipment upon the premises and shall surrender the same, at termination hereof in as good condition as received. This includes any drywall or ceiling tile repair/replacement, patching, painting, etc. required due to installation of shelving or any other item needed to conduct business. Lessor shall be responsible for all repairs or replacement of the roof, exterior walls and structural foundations. Lessor shall maintain such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery. During the Term of the Lease, Tenant shall, at its sole cost and expense, obtain a maintenance contract for the HVAC system serving the Premises which provides for regularly scheduled maintenance and filter replacement of such system.

4. Alterations. Lessee shall provide all permits, labor, equipment and supplies necessary for build out of Lessee's space to Lake County / Warren Township requirements. Lessor is not responsible for any costs of this work. Lessee shall submit specifications to Lessor for Lessor's review and approval prior to commencement of Lessee work which shall not be unreasonably withheld, conditioned or delayed. Lessee shall not, without first obtaining the written consent of Lessor, make any additional alterations, additions, or improvements in, to or about the premises.

5. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in-force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. The Lessor can request additional information of the proposed assignee or sublessee's financial condition/responsibility, business reputation and/or experience. The decision by the Lessor to agree to an assignment or subletting of the lease shall be at the Lessor's sole discretion. Lessor reserves the right to refuse to give such consent if, in Lessor's reasonable business judgment, the quality of the merchandising or other operation is or may be in any way adversely affected or the financial worth of the proposed assignee or sublessee may adversely affect the commitments of the lease. Any such assignment or subletting without Lessor consent shall be void and, at the option of the Lessor, may terminate this lease.

In the event that Lessor shall consent to an assignment or sublease, the Lessee, assignee or sublessee shall pay a sum to be determined by Lessor as compensation for Lessor's time, processing costs and attorney's fees incurred in giving such consent.

7. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including but not limited to those for water, sewer, gas, electric, telephone, internet, security / camera systems and cable television services. Lessee will become responsible for utility services upon possession on October 1, 2015.

8. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within ninety (90) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. Possession. Lessor will deliver premises with all mechanicals in proper working order and to code. Lessee shall not be liable for any rent until possession is delivered.

10. Indemnification of Lessor. Other than Lessor's or its agents own negligence or intentional acts, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. Insurance. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: Commercial General Liability insurance covering claims for personal and bodily injury and property damage occurring on, in or about the Rental Space and Building with limits of at least \$1 million combined single limit per occurrence and \$2 million aggregate, Fire Legal Liability insurance with limits of \$50,000 for any one fire and Dram Shop / Liquor Liability insurance with limits of at least \$1 million combined single limit per occurrence and \$2 million aggregate. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as Additional Insured on all policies. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

12. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within ninety (90) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of the Lessor. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease as of a date specified in a notice provided by the Lessor.

14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default. If Lessee does not cure any such default within five (5) business days after the giving of such notice, the Lessor may terminate this lease. On the date specified in such notice, the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Security Deposit. Not Applicable.

16. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessor shall provide to Lessee an annual statement indicating the actual cost of the real estate taxes paid for that tax year and Lessee's allocable share. In the event the total of the monthly payments which Lessee has made for any year of the lease term is less than the Lessee's actual share of the taxes, then Lessee shall pay the difference to the Lessor in a lump sum payment within 10 days after receipt of such Lessor statement. The Lessor statement will also include any needed adjustments to the Lessee monthly payment paid for real estate taxes. Payment of the adjusted monthly real estate taxes due will commence on the 1st day of the month following receipt of the Lessor statement. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

17. Additional Rent Expenses. Tenant shall pay to Landlord, as provided here and elsewhere in the lease, its equitable pro rata share of reasonable non-discretionary operating expenses, general or special, levied or assessed against the Shopping Center including but not limited to real estate taxes, insurance, management fee, common area maintenance, scavenger service, landscaping/grass cutting, snow plowing/salting, maintenance repairs, supplies, government impositions, utilities, etc. Lessor shall provide to Lessee an annual statement indicating the actual cost of the expenses paid for that tax year and Lessee's allocable share. In the event the total of the monthly payments which Lessee has made for any year of the lease term is less than the Lessee's actual share of the Additional Expenses, then Lessee shall pay the difference to the Lessor in a lump sum payment within 10 days after receipt of such Lessor statement. The Lessor statement will also include any needed adjustments to the Lessee monthly payment paid for Additional Expenses. Payment of the adjusted monthly Additional Expenses due will commence on the 1st day of the month following receipt of the Lessor statement. In the event that such Additional Expenses are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

18. Attorney's Fees. In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable and itemized attorney's fee.

19. Waiver. No failure of Lessor or Lessee to enforce any term hereof shall be deemed to be a waiver.

20. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, certified mail / return receipt, postage prepaid, to Lessee at the premises and address provided above or Lessor at the address provided above. Lessee Rent checks should be mailed to Delaware Commons, LLC., P.O. Box 6866, Vernon Hills, IL 60061.

21. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.


22. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

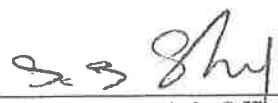
23. Holding Over. If Lessee remains in possession of the Premises or any part, thereof, after the expiration of the lease term, with or without the express written consent of the Lessor, such occupancy shall be a tenancy from month to month only, and not a renewal hereof, or an extension for any further term, and at a rental of one and one half (1-1/2) times the amount of the last monthly base rent payment, plus all other charges payable hereunder, and subject to every other term, covenant and agreement contained herein. Nothing contained in the paragraph shall be construed as consent by the Lessor to any holding over by Lessee. Lessor expressly reserves the right to require Lessee to surrender possession of the premises to Lessor as provided herein forthwith upon the expiration of the term of the lease or other termination of this lease.

24. Signage. Lessee is required to provide and responsible for the cost of fabricating and installing signage on both the Building and Street Sign. A drawing of the signs must be submitted to Lessor for approval before start of fabrication.

24. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof.

Signed this 4th day of September, 2015.

By:  Lessor
Ralph Hayward, Authorized Member
Delaware Commons, LLC

By:  Lessee
Suchit Shah, Officer
Anya, Inc., an IL Corporation

By:  Lessee
Suchit Shah, Individually

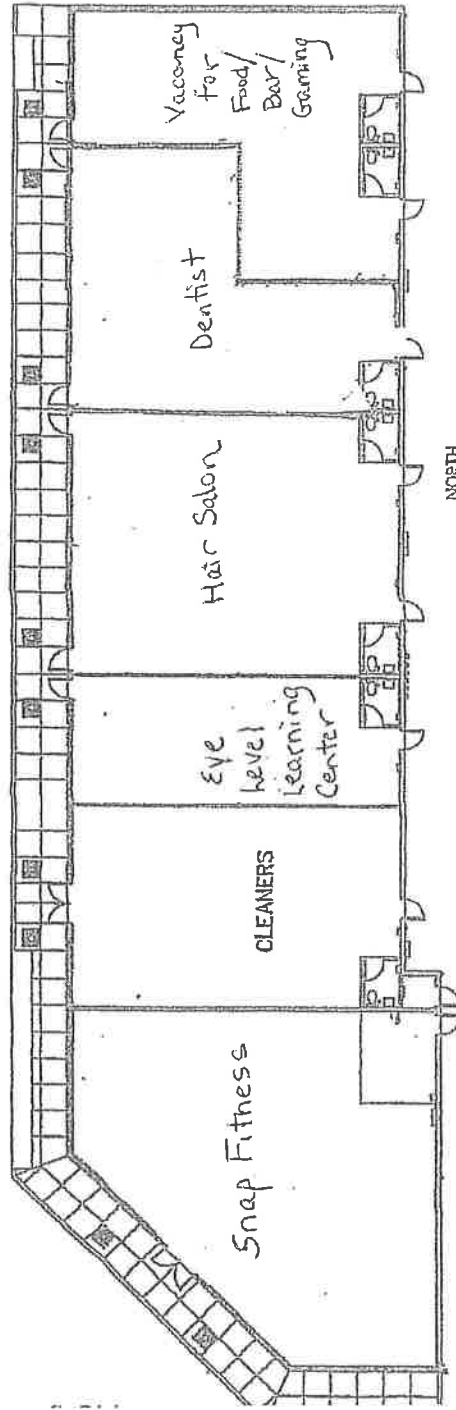
Google Maps



Imagery ©2015 Google, Map data ©2015 Google 100 ft

Delaware Commons

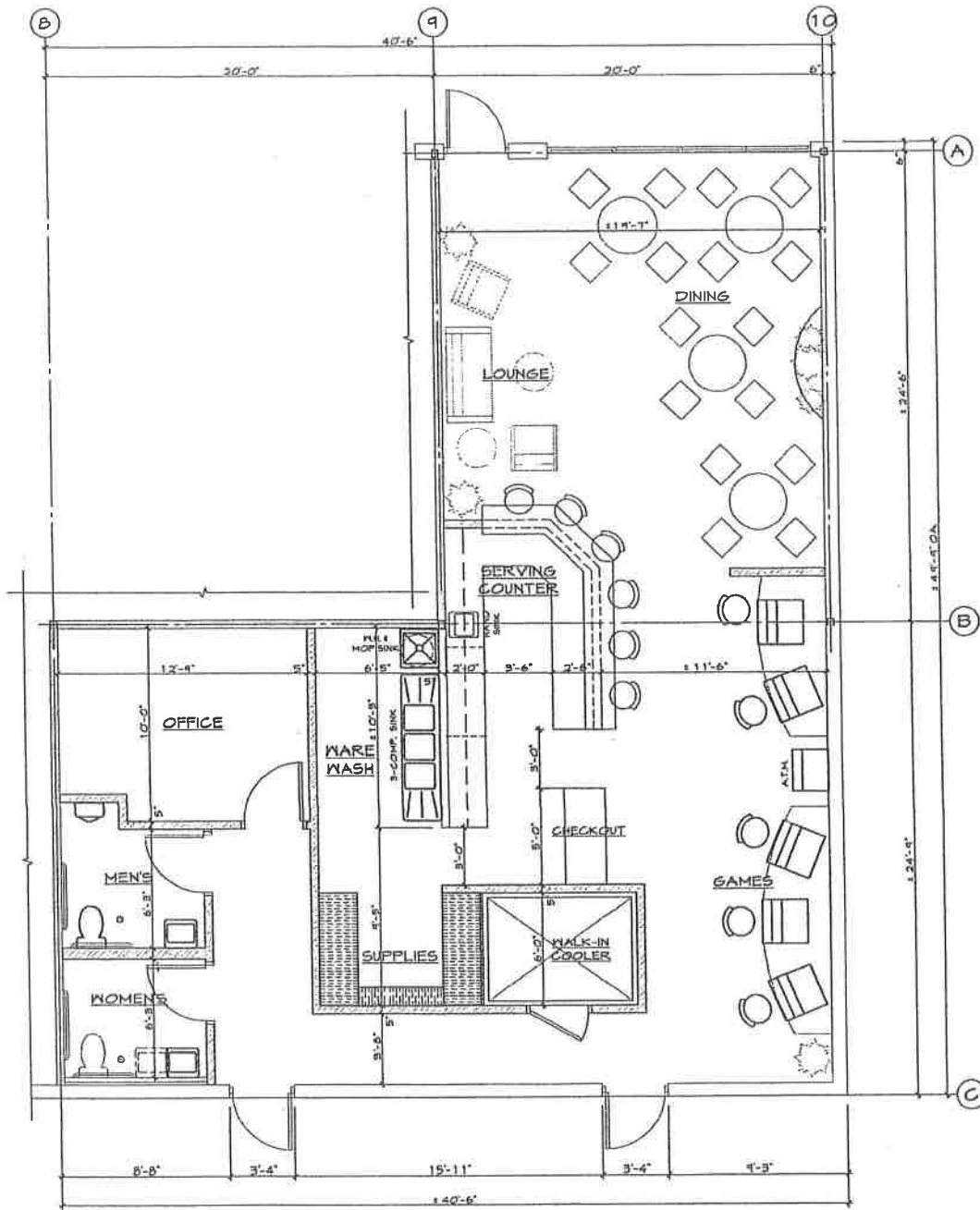
EXHIBIT A
DESCRIPTION OF PREMISES



NORTH
FLOOR PLAN



FRONT ELEVATION



proposed floor plan n 1/4"=1'-0"

- DO NOT SCALE DRAWINGS, USE ONLY FIGURED DIMENSIONS AND FIELD VERIFY PRIOR TO ANY BIDDING AND/OR WORK
- EXIST. BLDG. INFO. & DIMENSIONS FROM SITE VERIFICATION BY ARCHITECTS 127 + ASSOC. INC. ON 9/30/15

Design Firm License No. 194 - 002195

Architects 127

5623 Chesapeake Drive Tel (847) 452-4125 + Associates, Inc.
McHenry, IL 60050 architects127@gmail.com

DELAWARE COMMONS SHOPPING CENTER
interior tenant finish for
3 QUEENS CAFE & VIDEO
GURNEE (LAKE COUNTY), ILLINOIS
34404 OLD WALNUT CIRCLE

PROJECT NO.	1502	REVISION	DATE	DESCRIPTION
DATE:	12 OCT 15			PRELIMINARY
DRAWN:	RGY/LAF			
CONTENTS:	PROPOSED FLOOR PLAN			

A1.1



Parcel Vicinity Map



ZBA Case #7682

Courtesy Copy Only.

Property boundaries indicated are provided as a courtesy for general locational purposes. Wetland limits shown are approximate and should not be used to determine setbacks for structures or as a basis for purchasing property. An on-site wetland delineation is required to determine existing wetland boundaries.



Legend

-  County Parcels
-  Road Names



MEMORANDUM TO: Ralph Hayward
Delaware Commons

FROM: Luay R. Aboona, P.E.
Principal

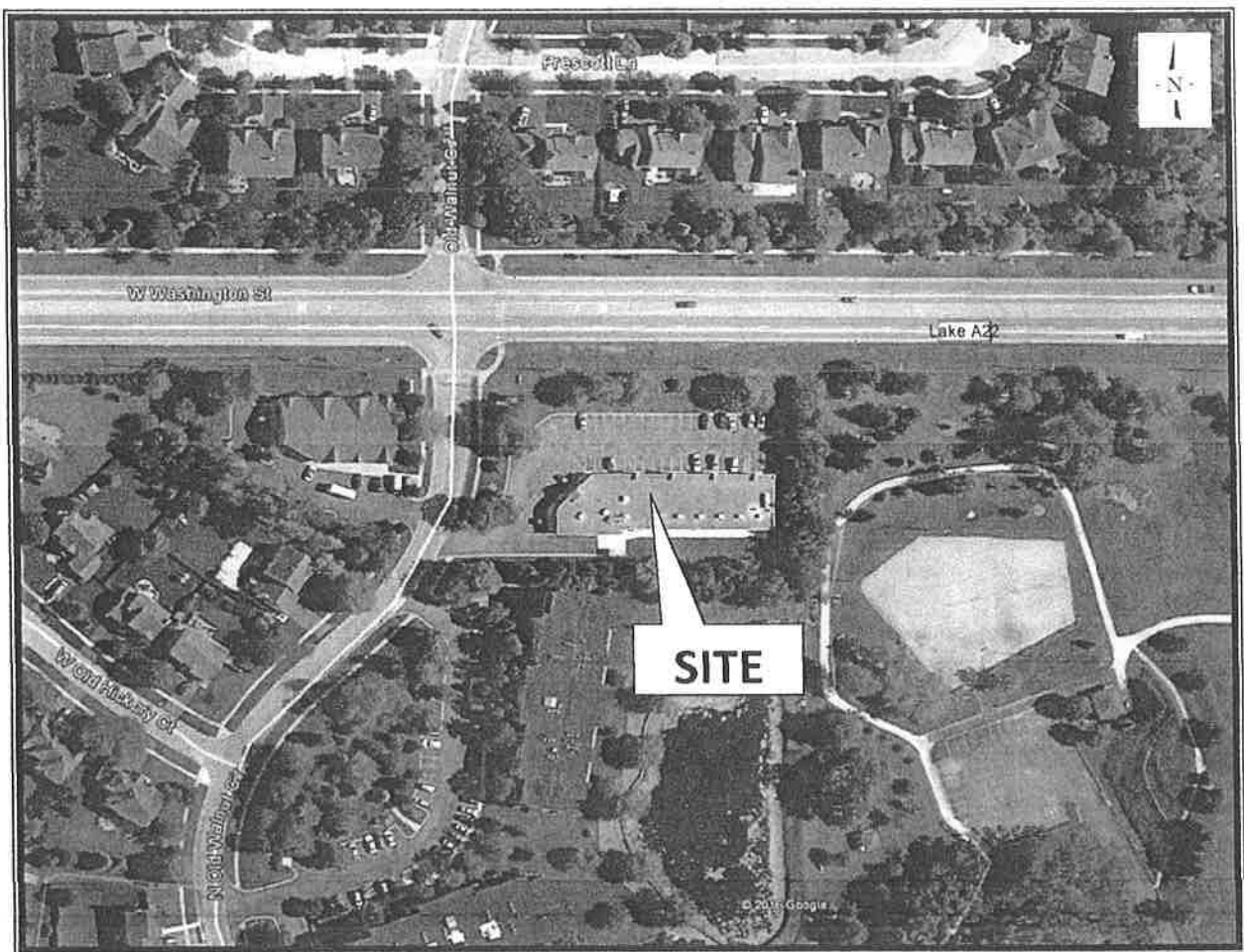
DATE: March 1, 2016

SUBJECT: Parking Study Summary
Delaware Commons
Lake County, Illinois

As requested, Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) has completed a parking occupancy study of Delaware Commons located at 34491 Old Walnut Circle in unincorporated Lake County, Illinois (see **Figure 1**). The retail center is approximately 11,000 square feet in size, provides 54 parking spaces, and is occupied with the following uses:

- Snap Fitness: Open 24 hours, 7 days a week
- Cleaners: Open 7 A.M. to 7 P.M. on Monday through Friday
8 A.M. to 5 P.M. on Saturday
Closed on Sunday
- Eye Level Learning Center: Open 5 A.M. to 8 P.M. on Tuesday and Thursday
10 A.M. to 1 P.M. on Saturday
Closed on Monday, Wednesday, Friday, and Sunday
- Couture Salon: Open 10 A.M. to 8 P.M. Tuesday through Thursday
10 A.M. to 7 P.M. on Friday
9 A.M. to 4 P.M. on Saturday
Closed on Sunday and Monday
- Gurnee Dental Care: Open 9 A.M. to 6 P.M. on Monday and Tuesday
7 A.M. to 4 P.M. on Wednesday
7 A.M. to 12 P.M. on Thursday
8 A.M. to 12 P.M. on Saturday
Closed on Friday and Sunday

The plans call for 3 Queens Cafe and Video Gaming to occupy the vacant 1,500 square-foot unit at the west end of the center.



Aerial View of Site Location

Figure 1

Parking Occupancy Surveys

To determine the parking demand at the center generated by the existing uses, parking occupancy surveys were conducted by KLOA, Inc. on Friday, February 19 and Saturday, February 20, 2016 from 11:00 A.M. to 9:00 P.M. The results of the surveys are summarized in **Table 1**.

As can be seen, the peak demand on Friday occurred at 11:00 A.M. and 12:00 P.M. with seven occupied spaces and on Saturday occurred at 11:00 A.M. with 15 occupied spaces. This means that a minimum of 47 spaces were available on Friday and 39 spaces were available on Saturday. The peak demand after 5:00 P.M., when restaurant uses such as the one proposed have their peak, was considerably lower with six occupied spaces on Friday and two occupied spaces on Saturday.

Parking Evaluation

Based on Lake County parking code requirements, the proposed facility will require parking at a ratio of 14 spaces per 1,000 square feet which translates into a peak demand of 21 spaces. When compared to the existing demand and surplus of parking (a minimum of 47 spaces on Friday and 39 spaces on Saturday), it is clear that the proposed supply is more than adequate to accommodate the parking needs of the proposed use.

Table 1
PARKING OCCUPANCY SURVEY – DELAWARE COMMONS¹

Time	Friday (2/19/2016)	Saturday (2/20/2016)
11:00 A.M.	7	15
12:00 Noon	7	14
1:00 P.M.	4	11
2:00 P.M.	4	8
3:00 P.M.	6	3
4:00 P.M.	6	7
5:00 P.M.	5	4
6:00 P.M.	6	2
7:00 P.M.	4	1
8:00 P.M.	4	1
9:00 P.M.	4	1

¹ Inventory = 54 spaces

Conclusion

The results of the parking occupancy surveys have clearly demonstrated that the existing parking supply of 54 spaces is more than adequate to meet the parking needs of the existing uses within Delaware Commons and that the surplus in parking will be sufficient to accommodate the peak parking demand of the proposed 3 Queens Cafe and Video Gaming that will occupy a 1,500 square-foot space within the center.