VILLAGE OF ARLINGTON HEIGHTS	
ORDINANCE NO. 2024	
AN ORDINANCE GRANTING A LAND USE VARIATION FOR RAMEN USA (926-928 W. Algonquin Rd.)	
ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS THIS DAY OF, 2024.	
Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Arlington Heights, Cook County, Illinois this day of, 2024	
Village Clerk	

AN ORDINANCE GRANTING A LAND USE VARIATION FOR RAMEN USA (926-928 W. Algonquin Rd.)

WHEREAS, Ramen USA ("Applicant") is a tenant of a portion of that certain property owned by Nu-Living LLC ("Owner") located in the B-2 General Business District ("B-2 District"), commonly known as 926-928 W. Algonquin Road, Arlington Heights, Illinois, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance ("Property"); and

WHEREAS, the Applicant currently operates a restaurant within Unit 932 on the Property ("Restaurant") and the Applicant desires to establish a bakery products, wholesale, and production facility (collectively, the "Proposed Use") on the Property within Units 926 & 928, which consists of approximately 1,616 square feet ("Subject Premises"), and which is adjacent to the Restaurant; and

WHEREAS, pursuant to "the 2002 Comprehensive Amendment of the Zoning Ordinance of the Village of Arlington Heights," as amended ("Zoning Code"), the Subject Premises may only be used for the Proposed Use upon issuance by the Village Board of Trustees of a land use variation therefor; and

WHEREAS, pursuant to Section 12 of the Zoning Code, the Applicant, with the Owner's consent, has filed an application for approval of a land use variation to allow the Proposed Use within the Subject Premises ("Requested Relief"); and

WHEREAS, a public hearing of the Plan Commission of the Village to consider approval of the Requested Relief was duly advertised in the *Daily Herald* newspaper on December 26, 2023, and held on January 10, 2024; and

WHEREAS, on January 10, 2024, the Plan Commission made findings and recommendations in support of the Requested Relief, with conditions; and

WHEREAS, the President and Board of Trustees have determined that the Requested Relief meets the required standards for land use variations as set forth in Section 12.2 of the Zoning Code; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to grant the Requested Relief, subject to the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. GRANT OF LAND USE VARIATION. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, and in accordance with, and pursuant to, Section 12 of the Zoning Code and the home rule powers of the Village, the Village hereby grants a land use variation to permit the construction and operation of the Proposed Use in the Subject Premises.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approval granted pursuant to Section 2 of this Ordinance is hereby expressly subject to, and contingent upon, the development, use, and

maintenance of the Property in compliance with each and all of the following conditions. For all conditions set forth in this Section 3 for which the Village may conduct a review, make a modification, make an approval, or make a determination, the Village Manager, or their designee, is authorized to take that action in their sole discretion and to their satisfaction. The Applicant will bear all costs for compliance with its obligations in this Section 3 and elsewhere in this Ordinance, unless otherwise noted.

- A. <u>Compliance with Regulations</u>. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Use and the Property must comply at all times with all applicable Federal, State, and Village statutes, codes, ordinances, and regulations, as the same have been or may be amended from time to time.
- B. <u>Compliance with Plans</u>. Except for minor changes and site work approved by the Village Director of Building & Life Safety (for matters within their permitting authority) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Use and of the Subject Premises must substantially comply with the following plans (collectively, the "*Plans*"), and as the Plans will be modified in compliance with this Section 3:
 - 1. The Architectural Plans, prepared by Rising Sun Architecture, LLC and consisting of four sheets, with a last revision date of December 12, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit B; and
 - 2. The Floor Plans, undated, prepared by the Applicant, and consisting of four sheets, a copy of which is attached to and, by this reference made a part of this Ordinance as Exhibit C.
- C. <u>Restaurant Continuous Use</u>. The land use variation for the Proposed Use granted in Section 2 of this Ordinance is conditioned on the continuous operation of the Restaurant or a comparable use, as determined by the Village. If the Restaurant, or a Village-approved comparable use, ceases to operate, the land use variation for the Proposed Use will terminate and the Proposed Use must cease.

SECTION 4. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded on title to the Property with the Cook County Clerk's Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approval granted in Section 2 of this Ordinance may, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Section 2 of this Ordinance unless they first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the B-2 District and the applicable provisions of the Village Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the approval granted in Section 2 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Village Code.

SECTION 7. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8. EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
 - 1. Passage by the Village President and Board of Trustees in the manner required by law; and
 - 2. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit D attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
- B. In the event the Owner and the Applicant do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.2 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Village Clerk	
ATTEST:	Village President
PASSED AND APPROVED THIS	_ day of, 2024
NAYS:	
21.1770	
AYES:	

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That part of the West ½ of Section 9, Township 41 North, Range 11 East of the Third Principal Meridian in the Village of Arlington Heights, Cook County, Illinois, described as follows: Beginning at a point being the intersection of the South Easterly line of Kennicott Drive with the North Easterly line of Algonquin Road in Surrey Ridge West, Unit 1, according to the plat thereof recorded in the office of the Recorder of Deeds of Cook County, Illinois, on April 3,1967 as Document 20099454; thence North Easterly along the said South Easterly line of Kennicott Drive, North 43 degrees 27 minutes 56 seconds East a distance of 380.00 feet to a point of curvature; thence Northeastward along a curved line convexed to the South East of 500.00 feet in radius, for an arc length of 144.45 feet to a point of compound curvature; thence Northward along a curved line convexed to the East of 344.57 feet in radius, for an arc length of 144.09 feet; thence South 63 degrees 14 minutes 00 seconds East a distance of 768.59 feet; thence South 00 degrees 02 minutes 13 seconds West a distance of 5.64 feet; thence North 89 degrees 57 minutes 47 seconds West a distance of 169.00 feet; thence South 00 degrees 02 minutes 13 seconds West a distance of 586.00 feet; thence South 66 degrees 57 minutes 47 seconds East a distance 105.00 feet; thence South 00 degrees 02 minutes 13 seconds West a distance of 210.00 feet; thence South 89 degrees 57 minutes 47 seconds East a distance of 212.55 feet to the South Easterly line of that property conveyed by deed recorded as Document 13376345; thence South Westerly on said South Easterly property line South 32 degrees 07 minutes 13 seconds West a distance of 226.35 feet to a point being 60 feet North of, as measured at right angles to the center line of Golf Road; thence North 86 degrees 11 minutes 11 seconds West a distance of 143.65 feet; thence Northwestward along a curved line convexed to the South West of 408.12 feet in radius, for an arc length of 181.69 feet to a point of tangency; thence Northwestward along the North Easterly line of Algonquin Road, North 46 degrees 32 minutes 04 seconds West, a distance of 1086.45 feet to the point of beginning and containing 17.1016 acres in Cook County, Illinois.

Commonly known as: 900-932 W. Algonquin Road, Arlington Heights, Illinois.

PIN: 08-09-300-018

EXHIBIT B

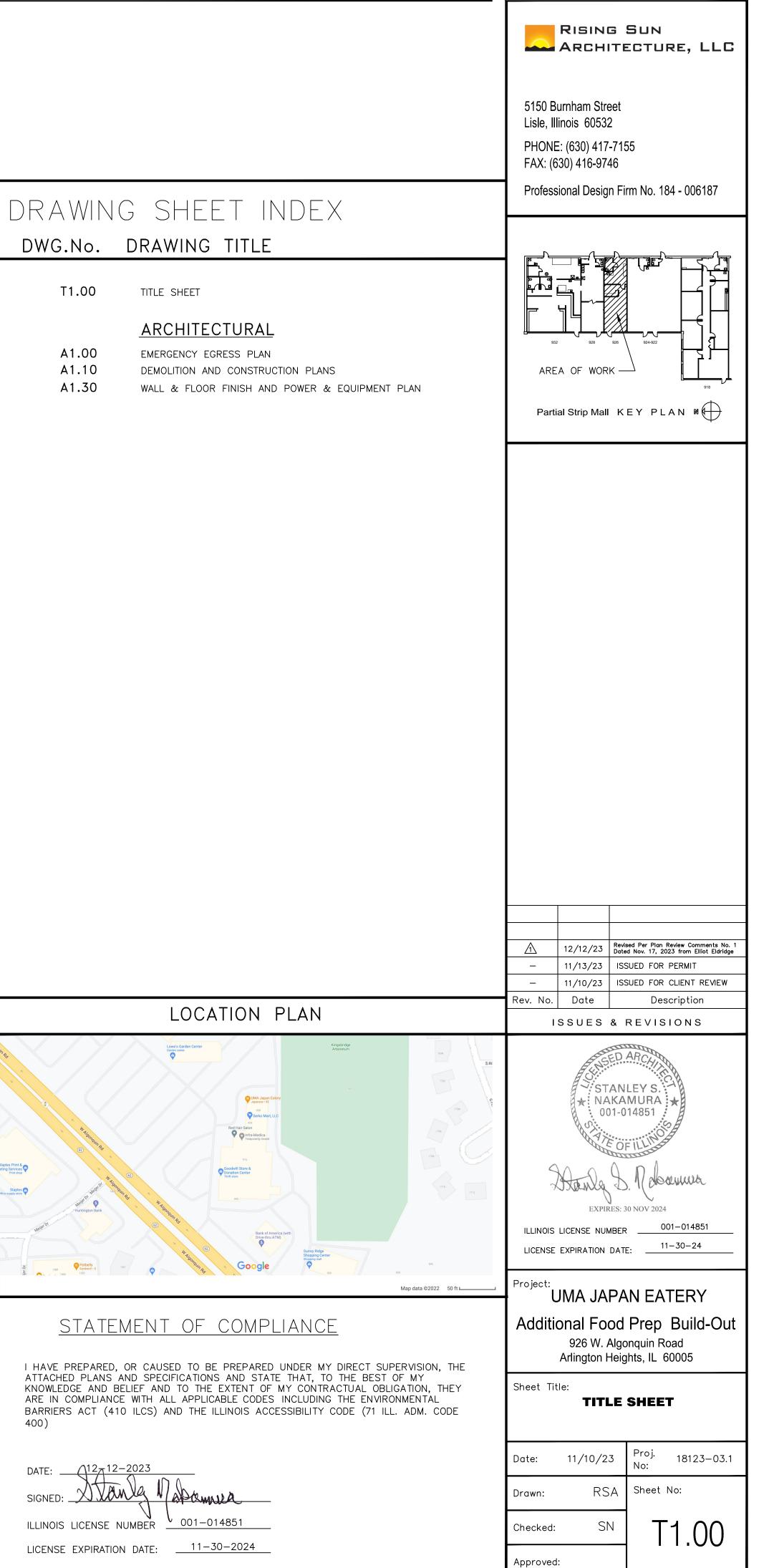
ARCHITECTURAL PLANS

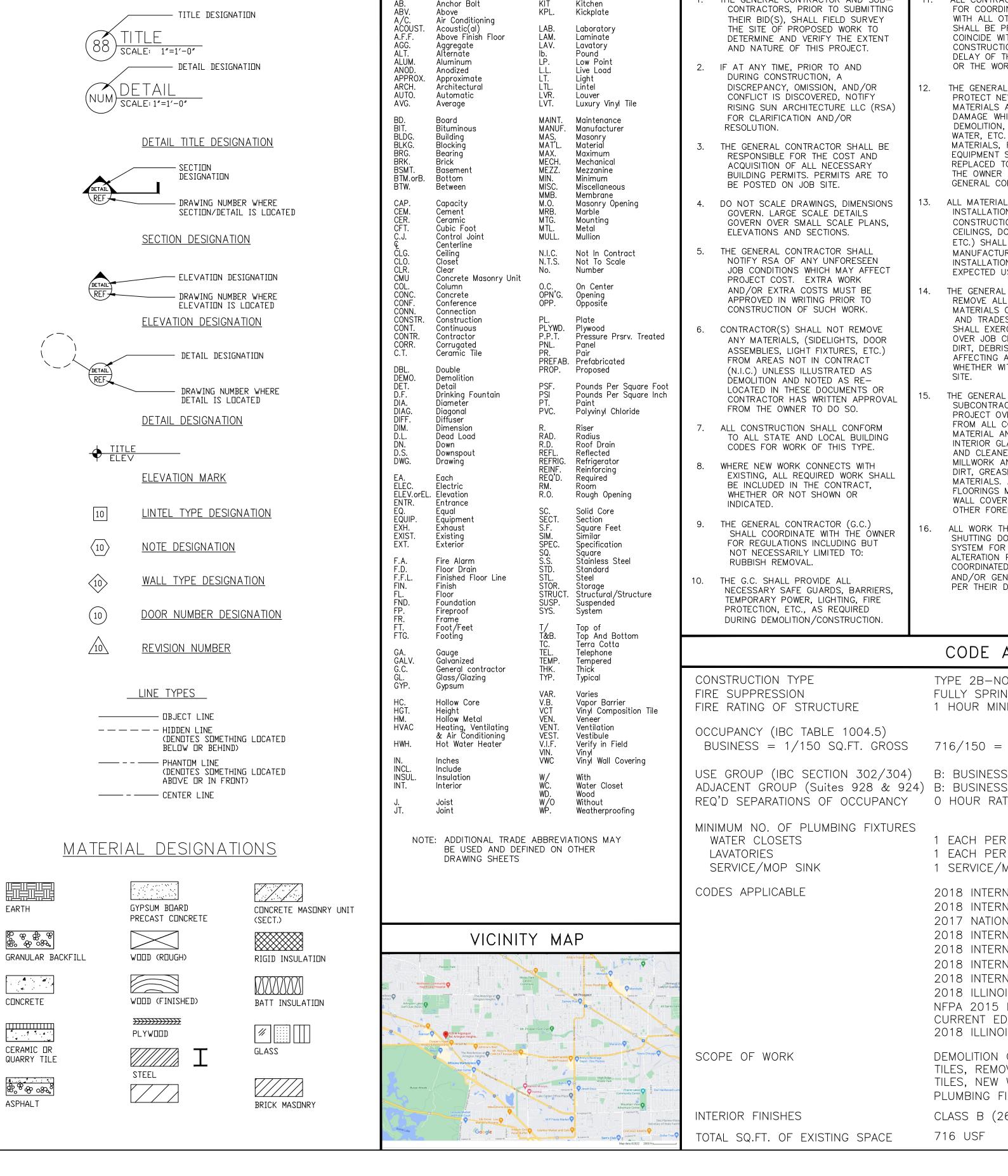
(attached)

UMA JAPAN EATERY

Additional Food Prep Build-Out

926 W. Algonquin Road, Arlington Heights, Illinois 60005





ABBREVIATIONS

DRAFTING SYMBOLS

GENERAL NOTES GENERAL NOTES - CON' THE GENERAL CONTRACTOR AND SUB-CONTRACTORS, PRIOR TO SUBMITTING THEIR BID(S), SHALL FIELD SURVEY THE SITE OF PROPOSED WORK TO DETERMINE AND VERIFY THE EXTENT AND NATURE OF THIS PROJECT. 2. IF AT ANY TIME, PRIOR TO AND DURING CONSTRUCTION, A DISCREPANCY, OMISSION, AND/OR 12. THE GENERAL CONTRACTOR SHALL CONFLICT IS DISCOVERED, NOTIFY RISING SUN ARCHITECTURE LLC (RSA) FOR CLARIFICATION AND/OR RESOLUTION. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST AND ACQUISITION OF ALL NECESSARY BUILDING PERMITS. PERMITS ARE TO BE POSTED ON JOB SITE. ALL MATERIALS, METHODS OF 4. DO NOT SCALE DRAWINGS, DIMENSIONS GOVERN. LARGE SCALE DETAILS GOVERN OVER SMALL SCALE PLANS, ELEVATIONS AND SECTIONS. 5. THE GENERAL CONTRACTOR SHALL NOTIFY RSA OF ANY UNFORESEEN JOB CONDITIONS WHICH MAY AFFECT PROJECT COST. EXTRA WORK AND/OR EXTRA COSTS MUST BE 14. THE GENERAL CONTRACTOR SHALL APPROVED IN WRITING PRIOR TO CONSTRUCTION OF SUCH WORK.

CONTRACTOR(S) SHALL NOT REMOVE

FROM AREAS NOT IN CONTRACT

(N.I.C.) UNLESS ILLUSTRATED AS

DEMOLITION AND NOTED AS RE-

FROM THE OWNER TO DO SO.

LOCATED IN THESE DOCUMENTS OR

TO ALL STATE AND LOCAL BUILDING

CODES FOR WORK OF THIS TYPE.

BE INCLUDED IN THE CONTRACT,

FOR REGULATIONS INCLUDING BUT

NECESSARY SAFE GUARDS, BARRIERS

TEMPORARY POWER, LIGHTING, FIRE

PROTECTION, ETC., AS REQUIRED

DURING DEMOLITION/CONSTRUCTION.

NOT NECESSARILY LIMITED TO:

RUBBISH REMOVAL.

WHETHER OR NOT SHOWN OR

INDICATED.

ANY MATERIALS, (SIDELIGHTS, DOOR

ASSEMBLIES, LIGHT FIXTURES, ETC.)

AND TRADES ON A DAILY BASIS, AND SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING TO PREVENT ANY DIRT, DEBRIS OR DUST FROM AFFECTING ANY FINISHED AREA. WHETHER WITHIN OR OUTSIDE THE JOB THE GENERAL CONTRACTOR AND HIS CONTRACTOR HAS WRITTEN APPROVAL SUBCONTRACTORS SHALL TURN THE PROJECT OVER TO OWNER: FREE FROM ALL CONSTRUCTION DEBRIS; MATERIAL AND EQUIPMENT. ALL INTERIOR GLASS FREE OF LABELS, AND CLEANED ON BOTH SIDES. ALL MILLWORK AND BUILT-INS FREE OF DIRT, GREASE AND OTHER FOREIGN EXISTING, ALL REQUIRED WORK SHALL FLOORINGS MOP CLEANED. VINYL WALL COVERINGS FREE OF DIRT AND OTHER FOREIGN MATERIALS. 16. ALL WORK THAT NECESSITATES THE SHALL COORDINATE WITH THE OWNER SHUTTING DOWN OF A BUILDING SYSTEM FOR THE TIE-IN OR

ALL CONTRACTORS ARE RESPONSIBLE

FOR COORDINATION OF THEIR WORK

SHALL BE PROPERLY SEQUENCED TO

CONSTRUCTION SCHEDULE TO AVOID

DELAY OF THE PROJECT COMPLETION

WITH ALL OTHER TRADES. WORK

OR THE WORK OF THE OTHERS.

MATERIALS AND FINISHES FROM

DAMAGE WHICH MAY OCCUR FROM

DEMOLITION, CONSTRUCTION, DUST,

WATER, ETC. DAMAGE TO EXISTING

MATERIALS, FINISHES, STRUCTURE, AND

EQUIPMENT SHALL BE REPAIRED OR

REPLACED TO THE SATISFACTION OF

INSTALLATION AND FINISHING OF

ETC.) SHALL CONFORM TO THE

THE OWNER AT THE EXPENSE OF THE

CONSTRUCTION SYSTEMS (PARTITIONS,

MANUFACTURERS' SPECIFICATIONS AND

INSTALLATION INSTRUCTIONS FOR THE

REMOVE ALL RUBBISH AND WASTE

MATERIALS OF ALL SUBCONTRACTORS

CEILINGS, DOORS, FRAMES, FLOORS,

PROTECT NEW OR EXISTING

GENERAL CONTRACTOR.

EXPECTED USE.

COINCIDE WITH THE PROJECT

ALTERATION PURPOSES SHALL BE COORDINATED WITH THE OWNER AND/OR GENERAL CONTRACTOR AS PER THEIR DIRECTION.

CODE ANALYSIS

716/150 = 5 OCCUPANT LOAD

FULLY SPRINKLER

PROJECT OBSERVATION

THE OWNER AND THE GENERAL CONTRACTOR SHALL ASSUME ALL THE RESPONSIBILITY FOR THE INTERPRETATION OF THE CONTRACT DOCUMENTS AND FOR CONSTRUCTION OBSERVATION AND SUPERVISION AND WAIVES ANY CLAIMS AGAINST THE ARCHITECT THAT MAY BE IN ANY WAY CONNECTED THERETO.

THE OWNER AND THE GENERAL CONTRACTOR SHALL AGREE TO FULLY INDEMNIFY AND HOLD THE ARCHITECT/RSA HARMLESS FROM ANY LOSS, CLAIM OR COST, INCLUDING FEES AND COSTS FOR DEFENSE, ARISING OR RESULTING FROM THE PERFORMANCE OF SUCH SERVICES BY OTHERS AND FROM ANY AND ALL CLAIMS ARISING FROM MODIFICATIONS, CLARIFICATIONS INTERPRETATIONS, ADJUSTMENTS OF CHANGES MADE TO THE CONTRACT DOCUMENTS TO REFLECT FIELD OR OTHER CONDITIONS, EXCEPT FOR CLAIMS ARISING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE

ARCHITECT'S NOTICE

THE ARCHITECT SHALL NOT HAVE CONTROL OVER OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, SINCE THESE ARE SOLELY THE GENERAL CONTRACTOR'S (GC) RESPONSIBILITY UNDER THE CONTRACT FOR CONSTRUCTION. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE GENERAL CONTRACTOR'S SCHEDULES OR FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE ARCHITECT SHALL NOT HAVE CONTROL OVER OR CHARGE OF ACTS OR OMISSIONS OF THE GENERAL CONTRACTOR, SUBCONTRACTORS OR THEIR AGENTS OR EMPLOYEES, OR OF ANY OTHER PERSONS PERFORMING PORTIONS OF THEIR WORK THESE DRAWINGS ARE INTENDED TO BE USED ONLY BY KNOWLEDGEABLE CONTRACTORS WHO ARE FAMILIAR IN THE BUILDING TRADES WHO

CONDITIONS AND SHALL BE RESPONSIBLE FOR

SAME WHEN EXECUTING THEIR WORK.

WILL CHECK AND VERIFY ALL DIMENSIONS AND

Staples (a)

DWG.No.

T1.00

A1.00

A1.10

TYPE 2B-NON COMBUSTIBLE (EXISTING CONSTRUCTION)

1 HOUR MINIMUM

USE GROUP (IBC SECTION 302/304) B: BUSINESS (FOOD PROCESSING & COMMERCIAL KITCHENS)

REQ'D SEPARATIONS OF OCCUPANCY O HOUR RATING (NO SEPARATION REQUIREMENT - IBC TABLE 508.4)

- 1 EACH PER 1-100 MALE/1-100 FEMALE (EXISTING) 1 EACH PER 1-200 MALE 1-200 FEMALE (EXISTING)
- 1 SERVICE/MOP SINK (NEW)
- 2018 INTERNATIONAL BUILDING CODE (IBC) w/AMENDMENTS 2018 INTERNATIONAL FIRE CODE (IFC) w/AMENDMENTS 2017 NATIONAL ELECTRIC CODE (NEC) w/LOCAL AMENDMENTS
- 2018 INTERNATIONAL MECHANICAL CODE (IMC) w/AMENDMENTS 2018 INTERNATIONAL FUEL GAS CODE (IFGC) w/ADMENDMENTS
- 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC) w/AMENDMTS. 2018 INTERNATIONAL EXISTING BUILDING CODE (IEBC) w/AMENDMENTS
- 2018 ILLINOIS ENERGY CONSERVATION CODE W/STATE AMENDMENTS NFPA 2015 LIFE SAFETY CODE (OSFM)

CURRENT EDITION OF ILLINOIS PLUMBING CODE 2018 ILLINOIS ACCESSIBILITY CODE

DEMOLITION OF EXISTING WALL AND DOOR, REMOVAL OF EXISTING CEILING TILES, REMOVAL OF EXISTING FLOORING, INSTALLATION OF NEW CEILING TILES, NEW WALL FINISHES, NEW TILE FLOORING, NEW ELECT. OUTLETS, PLUMBING FIXTURES- NEW SERVICE/MOP SINK & NEW HAND SINK.

CLASS B (26-75 FLAME SPREAD INDEX, 0-450 SMOKE DEVELOPED) 716 USF

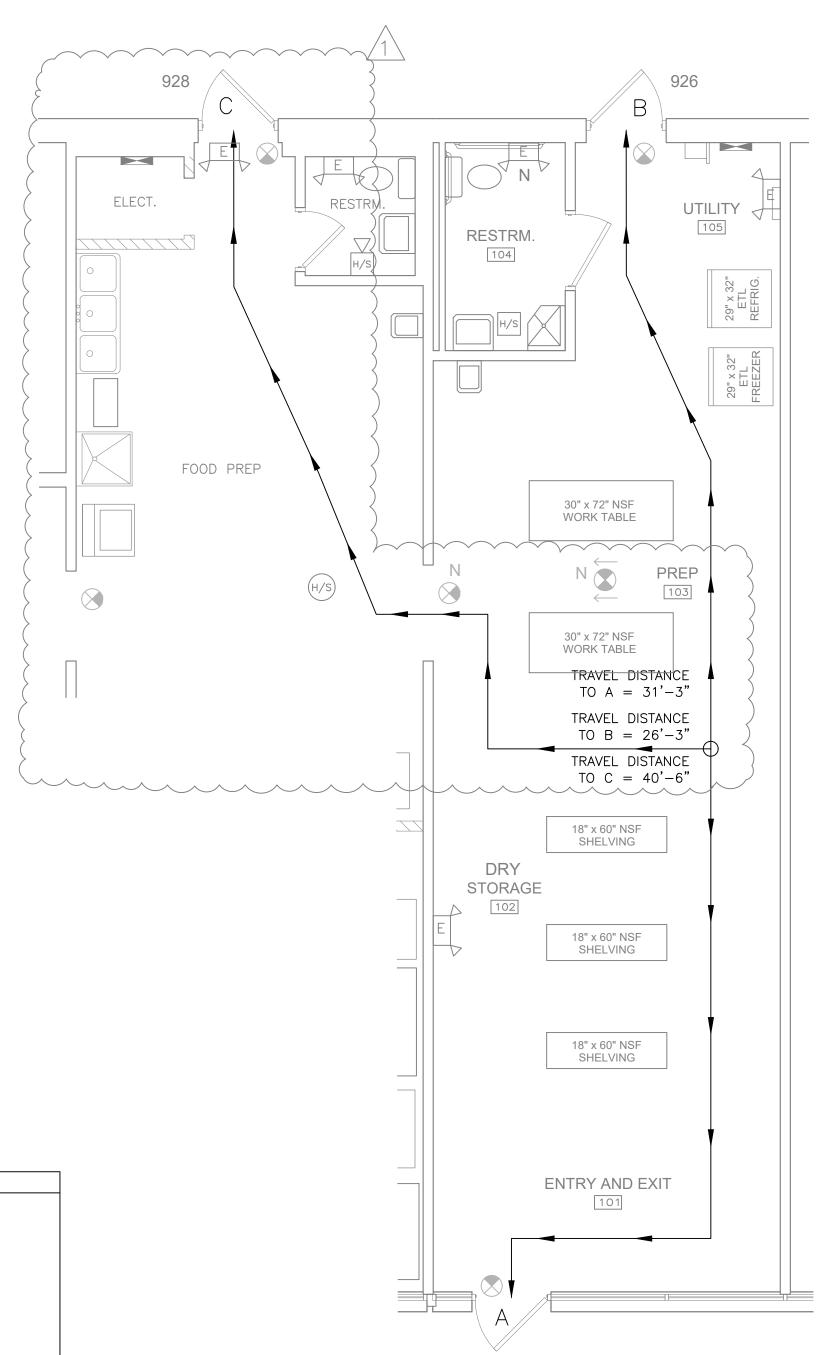
STATEMENT OF COMPLIANCE

ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATION, THEY ARE IN COMPLIANCE WITH ALL APPLICABLE CODES INCLUDING THE ENVIRONMENTAL BARRIERS ACT (410 ILCS) AND THE ILLINOIS ACCESSIBILITY CODE (71 ILL. ADM. CODE

1/apamua_ ILLINOIS LICENSE NUMBER

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE





GENERAL NOTES

1. ACCESS TO ALL EXITS TO BE WITHOUT THE USE OF KEYS OR ANY SPECIAL KNOWLEDGE.

2. ALL INTERIOR FINISHES SHALL CONFORM TO THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE & SHALL BE CLASS B OR BETTER WITH A FLAME SPREAD INDEX OF 26-75 AND SMOKE DEVELOPED INDEX OF 0-450.

- 3. ALL NEW GLASS TO BE SAFETY GLASS ACCORDING TO CODE.
- 4. ALL WOOD BLOCKING TO BE FIRE RETARDANT (TREATED).
- 5. EXTERIOR HINGED DOORS SHALL NOT EXCEED 8.5 LBF OF DOOR OPENING FORCE. INTERIOR HINGED DOORS SHALL NOT EXCEED 5 LBF OF DOOR OPENING FORCE.
- 6. LIFE SAFETY SYSTEMS SHALL REMAIN IN SERVICE AT ALL TIMES DURING CONSTRUCTION.
- 7. EMERGENCY EGRESS SHALL BE MAINTAINED AT ALL TIMES.
- 8. FIRE EXTINGUISHER LOCATION FINAL LOCATION(S) AND TYPE OF FIRE EXTINGUISHER SHALL BE COORDINATED WITH THE VILLAGE OR CITY FIRE INSPECTOR AS/IF REQUIRED.

MAXIMUM ALLOWED EXIT ACCESS TRAVEL DISTANCE: 300'-0" (IBC TABLE 1017.2 with SPRINKLER SYSTEM)

ACTUAL MAXIMUM EXIT ACCESS TRAVEL DISTANCE: 40'-6" (Travel Distance C)

1 EMERGENCY EGRESS PLAN

1/4" = 1'-0"

WALL DESIGNATIONS

EXISTING EXTERIOR

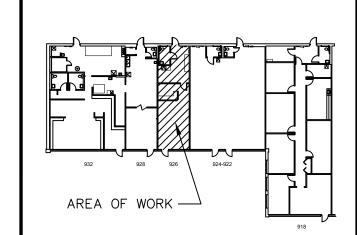
WALL TO REMAIN

EXISTING INTERIOR
WALL TO REMAIN

RISING SUN
ARCHITECTURE, LLC

5150 Burnham Street Lisle, Illinois 60532 PHONE: (630) 417-7155 FAX: (630) 416-9746

Professional Design Firm No. 184 - 006187



Partial Strip Mall KEY PLAN 🕅 🛑

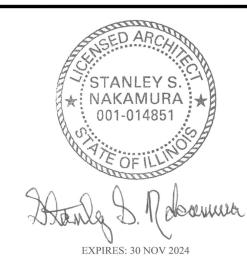
12/12/23 Revised Per Plan Review Comments No. 1 Dated Nov. 17, 2023 from Elliot Eldridge

— 11/13/23 ISSUED FOR PERMIT

- 11/10/23 ISSUED FOR CLIENT REVIEW

Rev. No. Date Description

ISSUES & REVISIONS



ILLINOIS LICENSE NUMBER 001-014851

LICENSE EXPIRATION DATE: 11-30-24

UMA JAPAN EATERY

Additional Food Prep Build-Out
926 W. Algonquin Road
Arlington Heights, IL 60005

Sheet Title:

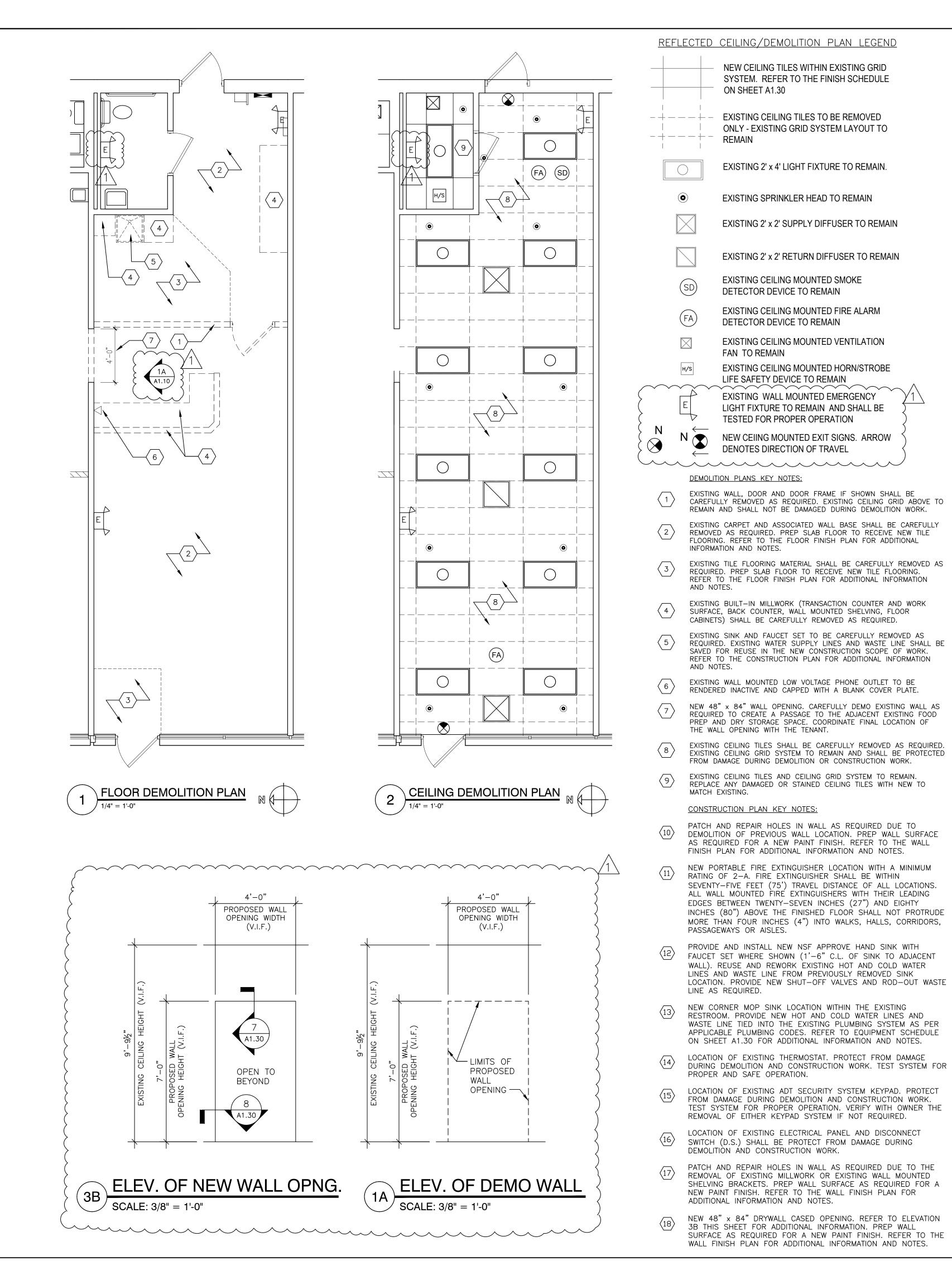
Approved:

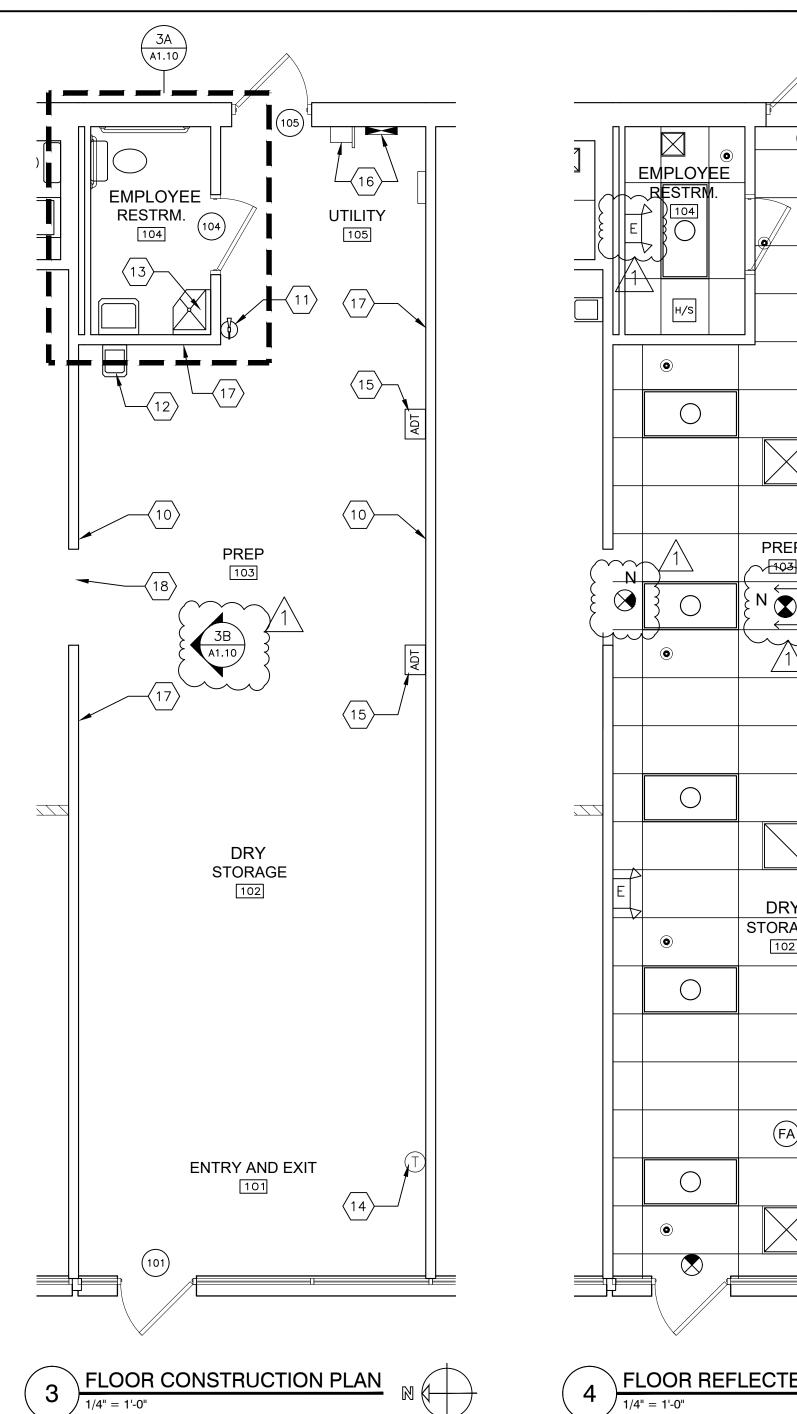
EMERGENCY EGRESS PLAN

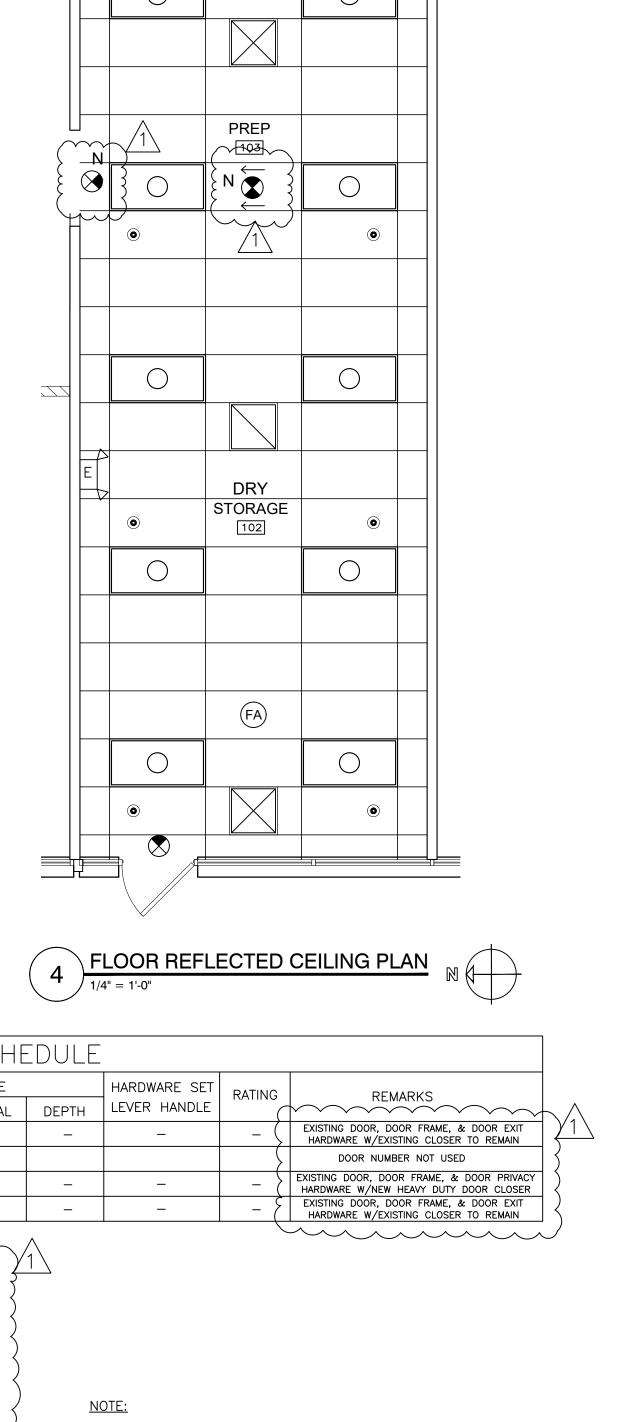
 Date:
 11/10/23
 Proj. No:
 18123-03.1

 Drawn:
 RSA
 Sheet No:

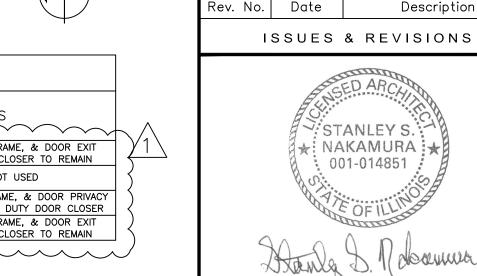
Checked: SN A1.00







(FA) (SD)



EXPIRES: 30 NOV 2024 ILLINOIS LICENSE NUMBER 11-30-24 LICENSE EXPIRATION DATE:

12/12/23 Revised Per Plan Review Comments No. 1 Dated Nov. 17, 2023 from Elliot Eldridge

11/10/23 | ISSUED FOR CLIENT REVIEW

Description

11/13/23 | ISSUED FOR PERMIT

STANLEYS

NAKAMURA

001-014851

Date

RISING SUN

5150 Burnham Street

FAX: (630) 416-9746

PHONE: (630) 417-7155

AREA OF WORK

Lisle, Illinois 60532

ARCHITECTURE, LLC

Professional Design Firm No. 184 - 006187

Partial Strip Mall KEY PLAN N (++-)

WALL DESIGNATIONS

EXISTING EXTERIOR

WALL TO REMAIN

EXISTING INTERIOR

WALL TO REMAIN

EXISTING WALL AND/OR DOOR IF

SHOWN TO BE REMOVED

UMA JAPAN EATERY

Additional Food Prep Build-Out 926 W. Algonquin Road Arlington Heights, IL 60005

Sheet Title:

Approved:

DEMOLITION & CONSTRUCTION PLANS AND NOTES

18123-03.1 11/10/23 Sheet No: Drawn: Checked:

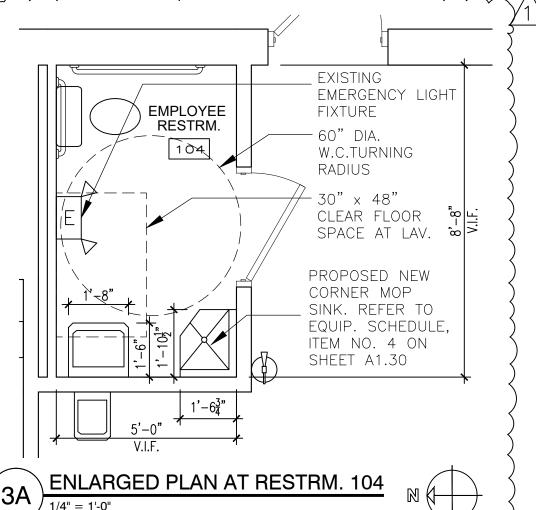
DOOR OPERATION PER ILLINOIS ACCESSIBILITY CODE SECTION 400.310 (j)(9)(10) FOR DOOR PRESSURES

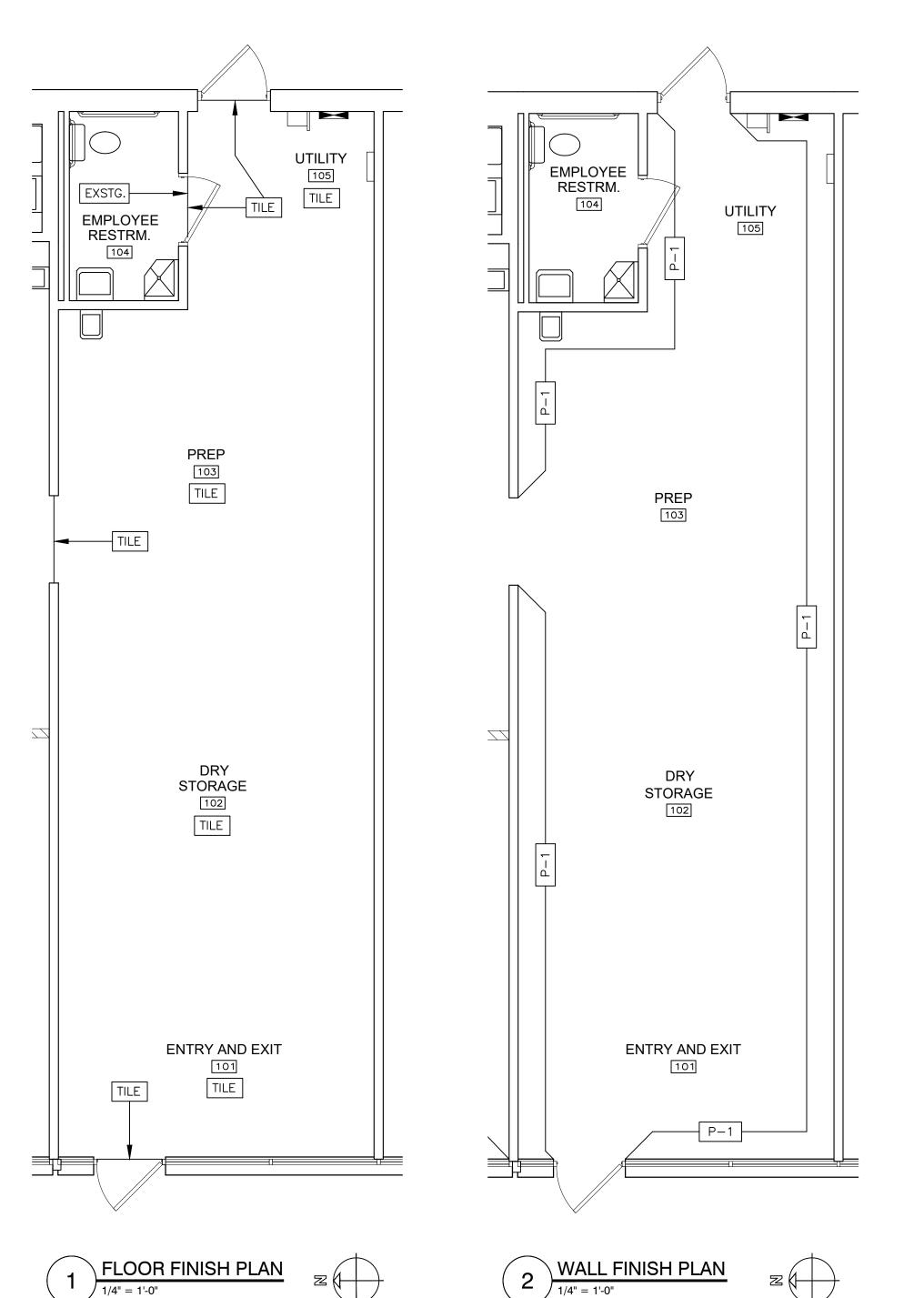
ALL LEVER HANDLES TO BE IN COMPLIANCE WITH ILLINOIS HANDICAP ACCESSIBILITY CODE.

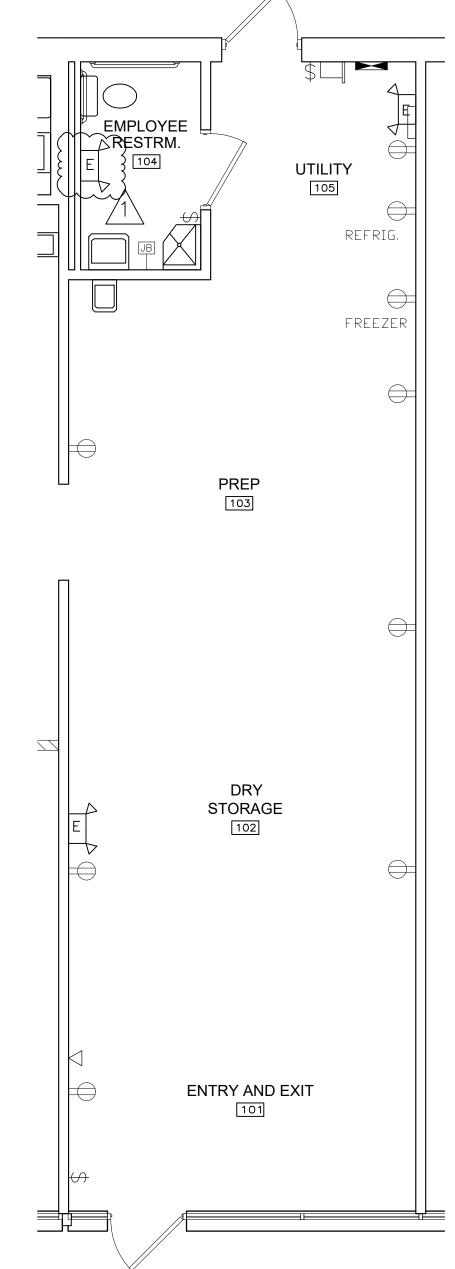
EGRESS DOORS SHALL BE READILY OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT IN COMPLIANCE WITH IBC SECTION 1003.3.1.8.

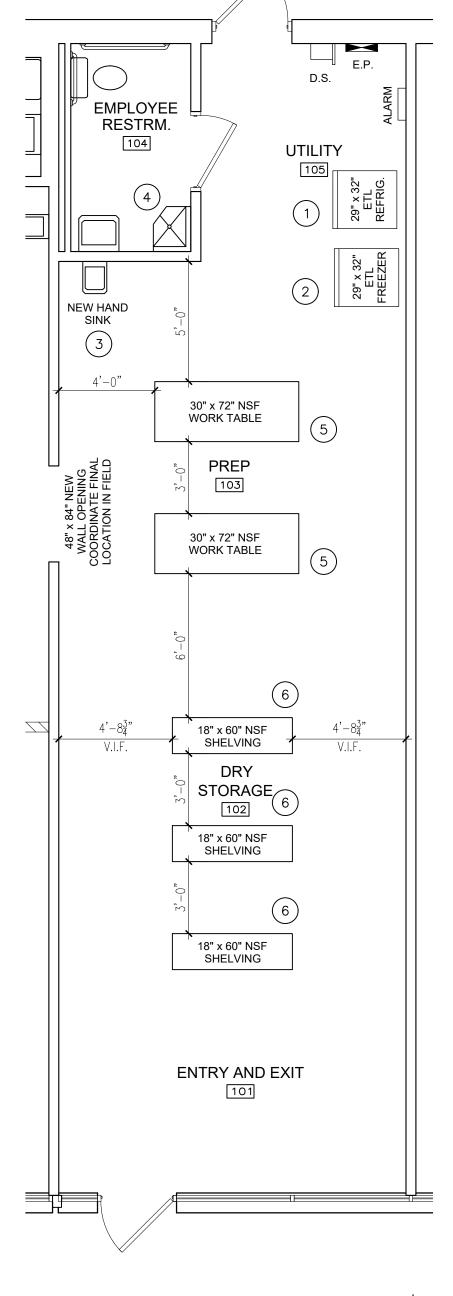
IF SIGNAGE IS USED. THE SIGN MUST BE A READILY VISIBLE DURABLE SIGN POSTED ON THE EGRESS SIDE ON OR ADJACENT TO THE DOOR STATING: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED. THE SIGN SHALL BE IN LETTERS 1 INCH HIGH ON A CONTRASTING BACKGROUND.

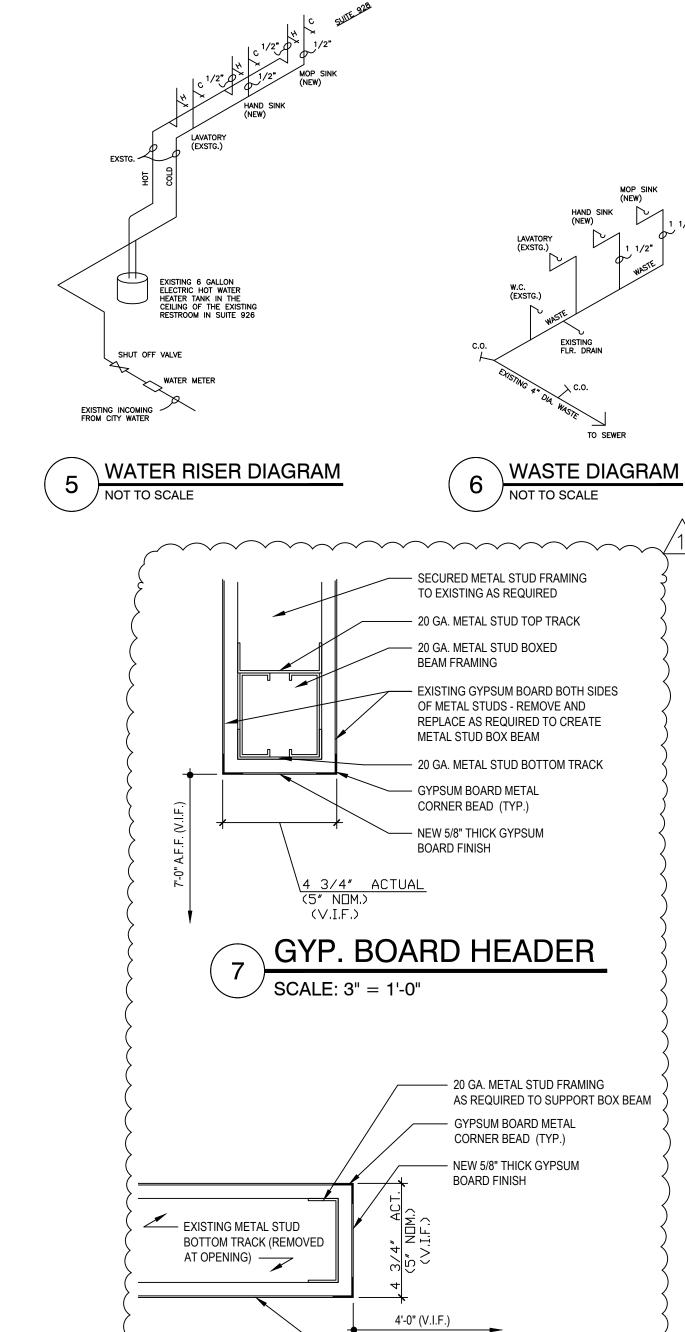
DOOR SCHEDULE SIZE MARK WIDTH | HEIGHT TYPE MATERIAL TYPE | MATERIAL 101 _ 102/103 104 105













FINISH SCHEDULE				
CEILING TILES	NEW 2' x 4' CEILING TILES AS MANUFACTURE BY ACP, WATERPROOF PVC/VINYL CEILING TILES WITH SMOOTH FINISH. EXISTING CEILING GRID SYSTEM TO REMAIN. CLASS A FIRE RATING			
LUMINAIRES	EXISTING 2' x 4' LIGHT FIXTURES WITH SHIELDED COVER. 20 FOOTCANDLES MINIMUM LIGHT LEVEL THROUGHOUT SPACE. REFER TO REFLECTED CEILING PLAN FOR LOCATION OF LIGHT FIXTURES AND ADDITIONAL INFORMATION AND NOTES.			
PAINT (P-1)	NEW PAINT THROUGHOUT WHERE NOTED. USE BENJAMIN MOORE, OR APPROVED EQUAL, TENANT'S CHOICE IN COLOR, EGGSHELL OR FLAT FINISH — COORDINATE W/OWNER. PAINT ALL WALLS TWO COATS.			
WALL BASE	PREP EXISTING WALL SURFACE AND PROVIDE AND INSTALL NEW 4" HIGH COVE BASE (AS APPROVED BY THE HEALTH DEPARTMENT AND FOR FOOD PREP ESTABLISHMENTS) THROUGHOUT SPACE. COLOR TO BE COORDINATED WITH THE TENANT.			
TILE FLOOR (TILE)	PROVIDE AND INSTALL NEW PORCELAIN COMPOSITION FLOOR TILES AS MANUFACTURE BY DAL-TILE CORPORATION, CERAMIC TILE AND WARES, 13" x 13", MODEL NUMBER AL78.			

FINISH PLAN NOTES:

| C.O.F. = 0.5 (WET)

C.O.F. = 0.8 (DRY)

- 1. PREP AND CLEAN EXISTING FLOORING AS REQUIRED FOR ANY NEW FLOOR FINISH. REFER TO THE FINISH SCHEDULE FOR ADDITIONAL INFORMATION.
- 2. PROTECT NEW FLOOR FINISH AS REQUIRED AFTER INSTALLATION OF SAME DURING ANY ADDITIONAL CONSTRUCTION WORK THAT NEEDS TO BE COMPLETED PRIOR TO OCCUPANCY.

EXISTING DUPLEX OUTLET TO REMAIN.
ELECTRICAL CONTRACTOR (E.C.) OF
RECORD TO VERIFY LOCATION AND
PROPER OPERATION OF OUTLET

3 ELECTRICAL/POWER PLAN

NEW 4.6 AMPS, 115 VOLTS, SINGLE PHASE, NEMA 5-15P ELECTRICAL OUTLET 420 WATTS FOR REACH-IN FREEZER

NEW 1.37 AMPS, 115 VOLTS, SINGLE PHASE, NEMA 5-15P ELECTRICAL OUTLET FOR REACH-IN REFRIGERATOR

EXISTING DATA OUTLET LOCATION TO REMAIN. COORDINATE WITH OWNER. EXISTING EMERGENCY WALL MOUNTED LIGHT FIXTURE WITH BACK-UP POWER TO REMAIN OR IF NOTED WITH (N) TO BE PROVIDED AND INSTALLED AS NEW. VERIFY FOR PROPER

EXISTING SINGLE POLE WALL LIGHT SWITCH TO REMAIN

OPERATION.

EQUIPMENT SCHEDULE							
TEM NUMBER	PRODUCT / DESCRIPTION	MANUFACTURER	MODEL	WIDTH	DEPTH	HEIGHT	REMARKS
1	REACH-IN REFRIGERATOR	AVANTCO	A-23R-HC	29"	32 ³ / ₁₆ "	82 <u>1</u> "	29" STAINLESS STEEL DOORS R290 REFRIGT.; 115v; NEMA 5-15P
2	REACH-IN FREEZER	MAINSTREET EQUIPMENT	BMR-23-F	29"	32 3 "	82 1 "	29" STAINLESS STEEL DOORS R290 REFRIGT.; 115v; NEMA 5-15P
3	HAND SINK	REGENCY	18 GAUGE STAINLESS STL.	12"	16"	ı	9" x 9" x 4" BOWL & SIDE SPLASH
4	MOP SINK	REGENCY	16 GAUGE STAINLESS STL.	22 ½"	18 ³ "	16"	20" x 16" x 12" BOWL
5	STAINLESS STEEL WORK TABLE	REGENCY	304 STAINLESS STL18 GA.	30"	72"	34"	WITH GALVANIZED LEGS AND UNDERSHELF
6	NSF GREEN EPOXY 5-SHELF UNIT	REGENCY	GREEN EPOXY COATED	18"	60"	54"	WITHOUT CASTERS, 2,250 LBS. CAPACITY, NSF LISTED

PLUMBING NOTES:

- 1. AT HAND SINKS THE WATER TEMPERATURE SHALL NOT EXCEED 110 DEGREES MAXIMUM.
- 2. A LICENSED PLUMBER SHALL BE PRESENT AT ANY SCHEDULED INSPECTION CONDUCTED BY THE VILLAGE OF ARLINGTON HEIGHTS.
- 3. A RPZ SHALL BE REQUIRED AT ALL AUTOMATIC SOAP DISPENSERS IF USED AND INSTALLED.

ILLINOIS LICENSE NUMBER ___

LICENSE EXPIRATION DATE: _____

12/12/23 Revised Per Plan Review Comments No. 1 Dated Nov. 17, 2023 from Elliot Eldridge

11/10/23 ISSUED FOR CLIENT REVIEW

Description

11-30-24

11/13/23 | ISSUED FOR PERMIT

ISSUES & REVISIONS

STANLEY S.

★ NAKAMURA 001-014851

EXPIRES: 30 NOV 2024

Rev. No. | Date

RISING SUN

5150 Burnham Street Lisle, Illinois 60532

PHONE: (630) 417-7155

AREA OF WORK

FAX: (630) 416-9746

ARCHITECTURE, LLC

Professional Design Firm No. 184 - 006187

Partial Strip Mall KEY PLAN № 🕕

Additional Food Prep Build-Out 926 W. Algonquin Road

Arlington Heights, IL 60005

UMA JAPAN EATERY

Sheet Title: **WALL & FLOOR FINISH PLAN POWER & EQUIPMENT PLAN**

Date: 11/10/23 18123-03.1 Sheet No: Drawn: Checked:

Approved:

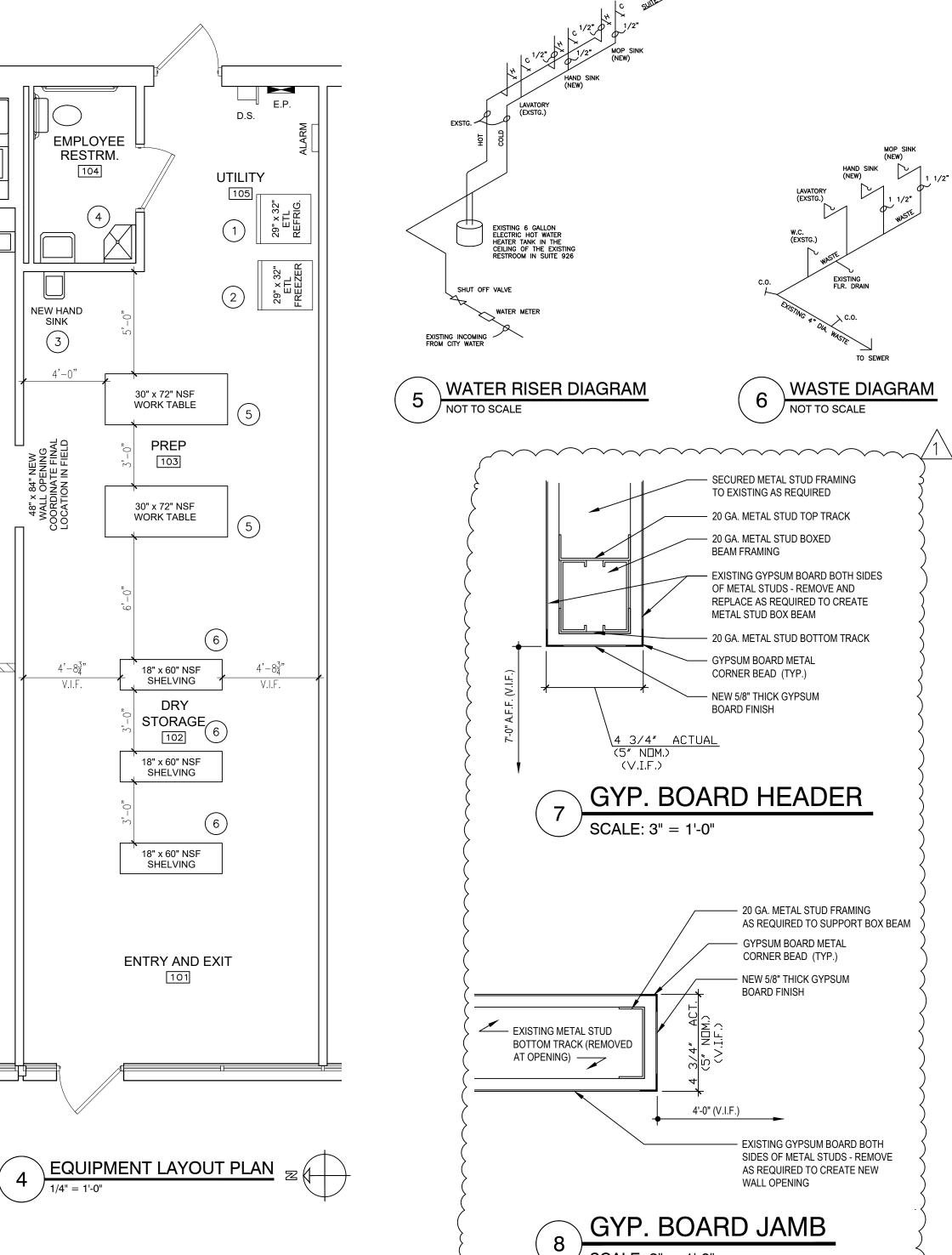
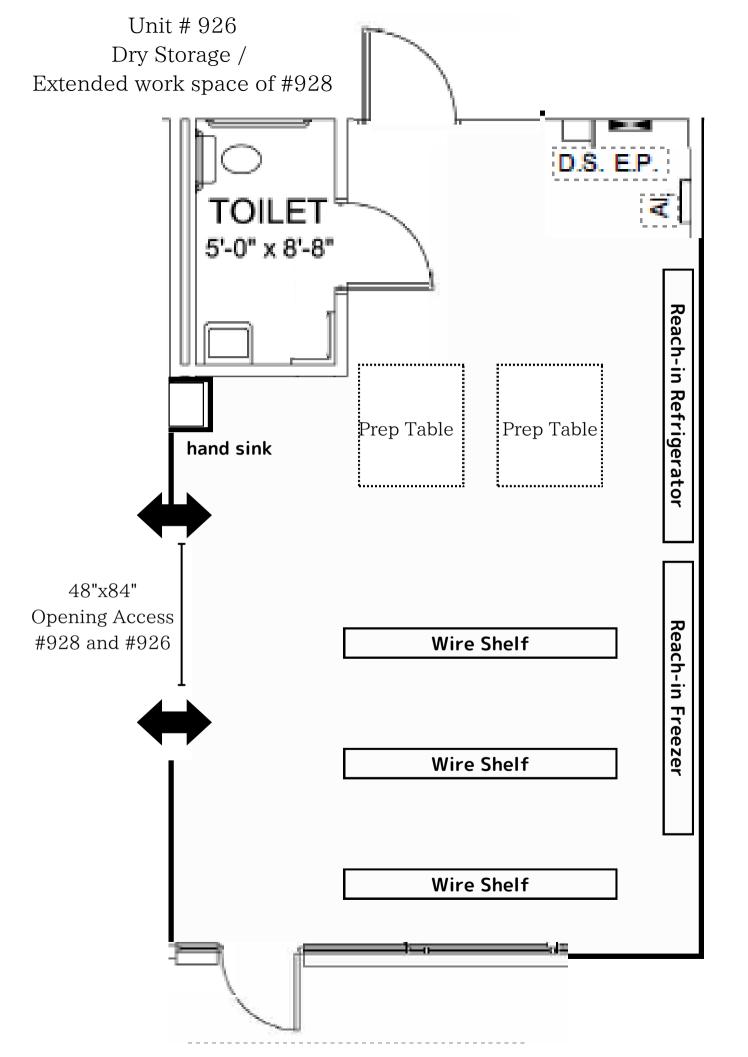


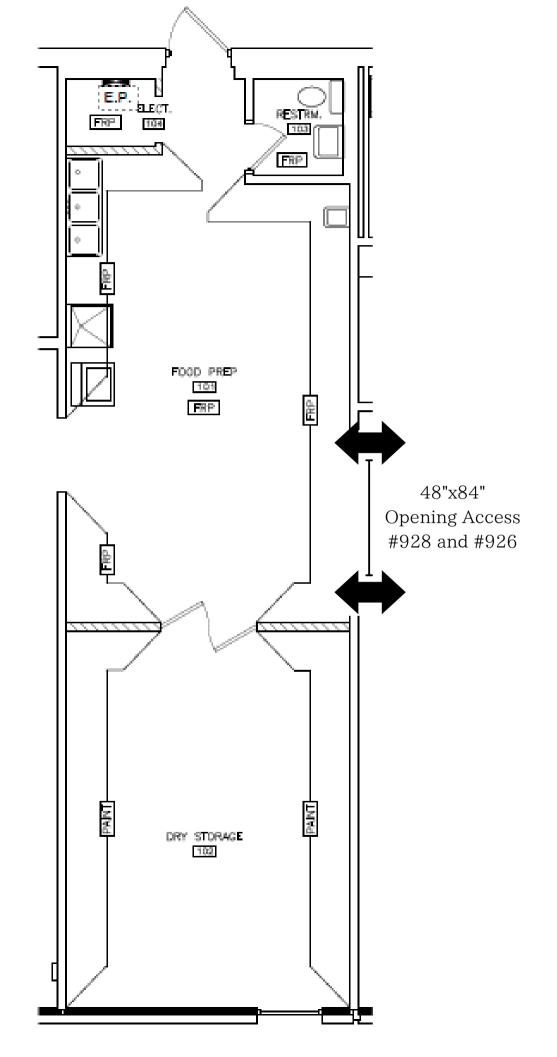
EXHIBIT C

FLOOR PLANS

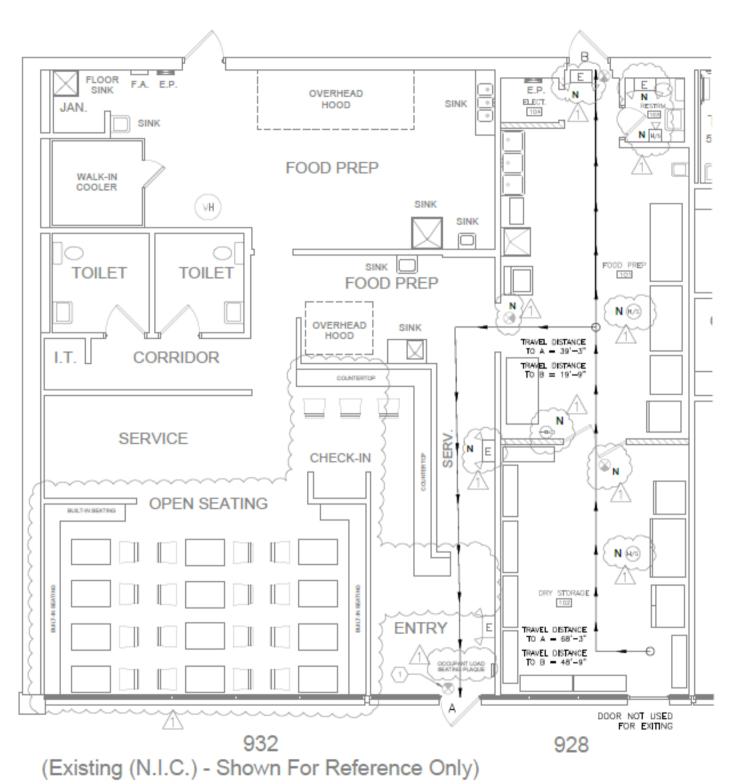
(attached)



Unit # 928 Extended Prep & dry storage of #932



Unit # 932 Dining Space to #928 (extended Prep space)



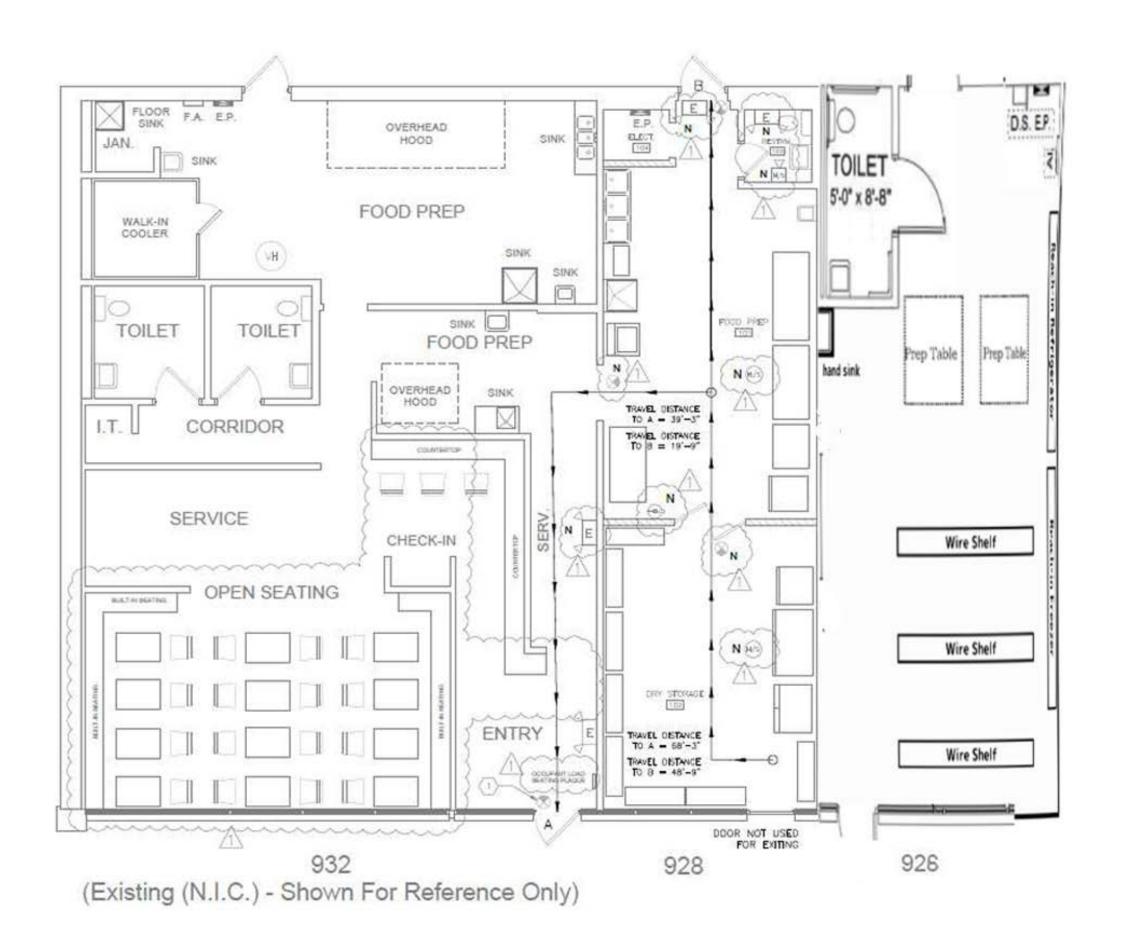


EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Arlington Heights, Illinois ("Village"):

WHEREAS, Ramen USA ("Applicant") is a tenant of a portion of that certain property owned by Nu-Living LLC ("Owner") located in the B-2 General Business District ("B-2 District"), commonly known as 926-928 W. Algonquin Road, Arlington Heights, Illinois, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance ("Property"); and

WHEREAS, the Applicant currently operates a restaurant within Unit 932 on the Property ("Restaurant") and the Applicant desires to establish a bakery products, wholesale, and production facility (collectively, the "Proposed Use") on the Property within Units 926 & 928, which consists of approximately 1,616 square feet ("Subject Premises"), and which is adjacent to the Restaurant; and

WHEREAS, Ordinance No. 2024-_____, adopted by the Village President and Board of Trustees on ______, 2024 ("Ordinance"), grants a variation to the Applicant for the operation of the Proposed Use in the Subject Premises on the Property; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and the Applicant file, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner and the Applicant do hereby agree and covenant as follows:

- 1. The Owner and the Applicant hereby unconditionally agree to, accept, consent to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
- 2. The Owner and the Applicant acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
- 3. The Owner and the Applicant acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of the variation for the Property or its adoption of the Ordinance, and that the Village's approval does not, and will not, in any way, be deemed to insure the Owner and the Applicant against damage or injury of any kind and at any time.
- 4. The Owner and the Applicant hereby agree to jointly and severally hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variation for the Property.

[SIGNATURES ON FOLLOWING PAGE]

Dated:, 2024	
ATTEST:	NU-LIVING LLC
Ву:	Ву:
Its:	Its:
ATTEST:	RAMEN USA
Ву:	Ву:
Its:	Its: