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PLAN

REPORT OF PROCEEDINGS OF A MEETING BEFORE THE VILLAGE OF ARLINGTON HEIGHTS PLAN COMMISSION MEETING

COMMISSION

RE: 1540 NORTH ARLINGTON HEIGHTS ROAD
PUD AMENDMENT-PC#18-007

REPORT OF PROCEEDINGS had before the Village of
Arlington Heights Plan Commission taken at the Arlington Heights
Village Hall, 33 South Arlington Heights Road, 3rd Floor, Board Room,
Arlington Heights, Illinois on the 13th day of June, 2018 at the hour of
7:30 p.m.

MEMBERS PRESENT:

TERRENCE ENNES: Chairman
JAY CHERWIN
SUSAN DAWSON
BRUCE GREEN
LYNN JENSEN
JOSEPH LORENZINI
JOHN SIGALOS
MARY JO WARSKOW

ALSO PRESENT:

SAM HUBBARD, Community Development Planner
JACOB SCHMIDT, Assistant Planner

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CHAIRMAN ENNES: This meeting of the Arlington Heights Plan Commission is called to order. Would you all please rise and join us in the Pledge of Allegiance.

(Pledge of Allegiance recited.)

CHAIRMAN ENNES: Sam, would take the role.

MR. HUBBARD: Jake is going be late to this meeting --

MR. SCHMIDT: Okay. Commissioner Cherwin?

COMMISSIONER CHERWIN: Here.

MR. SCHMIDT: Commissioner Dawson?

COMMISSIONER DAWSON: Here.

MR. SCHMIDT: Commissioner Drost?

(No response.)

MR. SCHMIDT: Commissioner Green?

COMMISSIONER GREEN: Here.

MR. SCHMIDT: Commissioner Jensen?

COMMISSIONER JENSEN: Here.

MR. SCHMIDT: Commissioner Lorenzini?

COMMISSIONER LORENZINI: Here.

MR. SCHMIDT: Commissioner Sigalos?

COMMISSIONER SIGALOS: Here.

MR. SCHMIDT: Commissioner Warskow?

COMMISSIONER WARSKOW: Here.

MR. SCHMIDT: Chairman Ennes?

CHAIRMAN ENNES: Here.

We have the minutes to approve from our last meeting, Chapter 28 Text Amendment to the Breweries, PC#18-012. Can I have a motion to approve the minutes?

COMMISSIONER GREEN: I'll make that motion.

COMMISSIONER DAWSON: Second.

CHAIRMAN ENNES: All in favor?

(Chorus of ayes.)

CHAIRMAN ENNES: Anybody opposed?

COMMISSIONER WARSKOW: I was not in attendance.

COMMISSIONER JENSEN: I was not in attendance, either.

COMMISSIONER CHERWIN: I was not in attendance, either.

CHAIRMAN ENNES: Okay, so the motion is approved.

We have a petition this evening, PC#18-007, amendment to the Planned Unit Development ordinance from 1989, 89-100. Is the petitioner here?

MR. AREVALO: Yes. Good evening, my name is Carlos.

CHAIRMAN ENNES: Would you please tell us your name, spell it for our court reporter and tell us what your petition is.

MR. AREVALO: Thank you. Name is Carlos Arevalo, A-r-e-v, as in Victor, a-l-o. I'm an attorney with SmithAmundsen and I am here on behalf of the owner of the property and the petitioner looking for this amendment to the Planned Unit Development

ordinance.

CHAIRMAN ENNES: Okay, before you start will you please raise your hand.

(Witness sworn.)

CHAIRMAN ENNES: Please go ahead.

MR. AREVALO: Thank you. Good evening, Commissioners, thank you for the opportunity to come here. I also want to apologize for not having been here the last time it was supposed to go on, but there was a slight delay with some reports and some developments that you would have hoped to address at this point in time. As you can see, it is an amendment to PUD ordinance. It pertains to a property that is located at 1540 North Arlington Heights Road. This is the area that is part of your report that I also added to the presentation. The property is at the corner of Maude Avenue and North Arlington Heights Road. The building on the property is a medical office building, that's the current use, 100 percent current use of the property, which includes admission rooms, the active treatment facility. There's also an eye doctor on another portion of it, which obviously has examining rooms, and an office, and the like.

When the property was initially approved back in 1989, to be developed in 1990, the, this area at this particular zoning classification of office -- it was approved for 17,700 foot square feet for office space. There was also an additional potential and it hadn't been determine when it would be done, of 4,750 square feet in the lost space. All together, what you would have had in terms of potential square footage of the property was about 22,495 square feet.

At the time of approval, obviously before the, before the block was even in the picture, it was just a plan, the approval contained 77 parking slots. The ordinance regarding the parking section and the variance, or the variation that had provided for it, is in, it's in section three of the ordinance, paragraph six. And actually, that reads that the reduction of the number of parking spaces require by Section 11.4 upon the condition that the two parking spaces nearest Arlington Heights Road be eliminated and the two landscape islands be provided on the west side of the building. That's the only paragraph that talks about the parking issue for the development. It doesn't specify the number, it just refers to the plans. And, according to the plans, we have the 77 spaces, which is what you see there. As noted in the staff's report, the parking deficiency for which we are here was not readily discovered. I mean, it took some time.

Obviously, this goes back to the '90s, the development of it at the time would have been offices, regular offices, and at some point in time, I suppose, market conditions did use of it, it sort of migrated towards medical. Now, it's unclear when that happened, and from our perspective, the owner of the property, the current owner of the property has been there maybe three or four years at the most. They just purchased it, I believe, in '15 or '14, but prior to that it had been owned by doctors who then sold it to the current property owner. So, in any event, unclear as to when it migrated to medical space. So, what we have then, is that the issue is actually kind of flagged by the Plan Commission in '89 when they talk about the fact that, they ask questions with respect to what happens if it's medical, are we going to find out or determine if there's a change, for the people leasing the property have to come in and ask for permission, and there's references made on page nine which talk about that. It's

like, well, it might be the kind of thing that we find out about. But, apparently, based on some changes and some exemptions where medical use does not have to get permitted, it did, it did sneak in. So, then the change occurred. And then, so what we have here, is a deficiency in the parking, or a deficiency instead of, you know, having the 99 spaces that are required, it's 77 spaces for which, you know, the property was initially approved.

What the occupants of the property have done is this slide shows you what the square foot is of the first floor and then there's the lot, which is an additional 7,034, that's just 30 feet. What will you see there is that, instead of the 22,000 and change square feet that would have been planned, or planned initially, the number is 19,579 square feet, what has been to the loft. The loft has only been partially developed, as you know about that. So, what the occupants of the property have done in order to address some of the parking issues, given the history of the years prior, I believe, there were some parking problems in the area, where there was, there was parking in the neighborhood area. And, so, as a result of that, the efforts were made by the occupants, between the owners and the license of the property, to get some sort of parking arrangement.

One of those parking arrangements, very informal, is with Our Savior's Lutheran Church, a few blocks down south from it, that allows up to 20 spaces, and it's obviously, it's a Monday through Friday arrangement with non-services, particularly, because it's a little bit of a distance, what the occupant of the property does, is they have a shuttle van, it actually stays at the property. If you ever drive by it, it's parked a little bit towards the Arlington Heights Road, close to the street, you can see it from there.

So, that's the arrangement that they have. So, they get up to 20 spaces with the church. In addition to that, they have an agreement, a little bit more formal, with Glueckert Funeral Home, which is the property immediately south and they have 12 spaces there. This is the development that we have, you know, the reason why this was delayed until today, because we did not know the specifics of, or even the existence of this, until neighbors who were aware of it brought it to our attention. So, then we looked into it and determined that this is what the arrangements were, in order to address the parking, the parking deficiency, the fact that it's overflow, obviously parking that goes into these two properties.

So, when we determined that there were Saturday hours and other, you know, and the parking situations, we were asked and, actually, it was part of the -- we were asked to conduct parking studies. And if you look at the parking studies, they were conducted for weekdays as well as Saturdays, because of the Saturday hours of operation for the businesses there, for the medical offices. And the highest peak on a weekday, that you can see in there, was a Tuesday, January 9, that was 77 spaces. On a Saturday, which would have been Saturday, April 14, the highest occupancy would have been 45 spaces, that would have been at 10:00 a.m. Obviously, they have, only have morning hours for the most part. And, you also see that on the additional parking surveys were conducted for Maude Avenue, which is immediately north of it, one side of the street allows for parking spaces, and there's nine spaces. And you can see that on the 17 and 18 of April, which are Tuesday and Wednesday, those are, for the most part, occupied, up to, you know, 100 percent. And then on the Saturday, you maybe got half,

and again, that's at the 10:00 a.m. hour on account of the fact that that's when they probably have to have this traffic, on a Saturday morning, when they are open.

So, my understanding is that the employees have the option of using Maude Avenue, have the option of using, and have the option of using the church, Our Savior's Lutheran, as well as -- so that's kind of the employee parking arrangement. To the extent that there might be overflow for individuals, you know, patients or visitors also would get access to those arrangements off-site and that's why the van is there all the time.

So, what the owner is seeking, obviously because of the change from office, at the time of development, to medical use, and obviously trying to come into compliance, he submitted the application to have the amendment to the planning and development ordinance to address it. And our request initially, was to, you know, have a change made from the 99 required to 77. And once we determined that there were also parking, off-site parking arrangements to make, variations specific to those issues. Because, obviously, this is part that goes with the property, at this point in time, in order for the owner to satisfy the parking requirements, the off-site parking is necessary. And so, you know, that is also one of conditions.

Now, Staff has not recommended approval to reduce the parking on the initial petition that we had and on account of the fact that the parking demand exceeds the -- and that's clear. It's always been, you know obviously, there's always empty spaces there. There's nowhere to build. It's not enough. And so I understand that the reason your Staff and not want to provide or recommend an amendment for the PUD for that specific requirement. You know, my only thought on that particular issue has to do with the fact that a variance is a, it's really a relief from the literal requirements of the ordinance. So, if the ordinance requires 99 spaces based on, you know, on the square footage, and we don't have that, you know, what I would suggest is that the amendment can still be done that way, because it is a variance. It is a request for relief, you know, subject to these conditions, because we have a PUD, which allows those conditions to be made. And that goes, you know, as a result of the fact that we have, you know, the unknowns of when this would happen, the fact that the ordinance initially didn't specify what would trigger the requirements to bring in the additional parking, and that really is, it's an unusual circumstance. And part of the issue for the other end of the property is that it impedes or, you know, makes it difficult for them to be able lease out to other tenancies because they have to make those arrangements or they have to account for those arrangements being made by the tenants, in order if there's a sale. So, that would be the reason why I would suggest that the variances still be issued on the first request to reduce the number, so at least to account for the fact that there's a reduction in the numbers.

But, obviously, the Staff does not feel that way and we understand and recognize that they have, instead, recommended that the, that the variation or variance be issued that allows for the off-site parking in the way that it has been suggested. And that we would be willing to accept that combination with conditions, and the first conditions, as they are.

So, I think that, obviously, your Staff report, the information that you have in front of you goes into more detail. I wanted to just highlight and explain

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somewhat the situation and, you know, give you an opportunity to ask questions. And, obviously, on behalf of the owner of the property, thank you for attention.

CHAIRMAN ENNES: Thank you, Mr. Arevalo. Am I pronouncing your name right, Arevalo?

MR. AREVALO: Arevalo.

CHAIRMAN ENNES: Arevalo.

MR. AREVALO: Yes, that's fine.

CHAIRMAN ENNES: If you can have seat. We're going to have the Staff report and then we will see if we have any questions.

MR. AREVALO: Right, thank you.

CHAIRMAN ENNES: Jake, do we have all the notices have been sent out?

MR. SCHMIDT: Yes, they have.

CHAIRMAN ENNES: Okay, can we have the Staff report?

MR. SCHMIDT: Certainly.

CHAIRMAN ENNES: Okay.

MR. SCHMIDT: Good evening, Chairman Ennes and members of the Plan Commission. As the petitioner mentioned, he is here before the Commission tonight to request a method of addressing an onsite code required parking deficit, via a PUD amendment and parking variation. As such, there are no changes proposed to the building or site at this time. So, begin with some details on the site and property.

The existing zoning for the site is OT, Office Transitional. The comprehensive plan designates this site as offices only. The existing use as a medical office building is compliant with these two designations. As mentioned, the requested action tonight is an amendment to PUD Ordinance 89-100, which would entail a variation from Section 10.4-2, the schedule of parking requirements, to reduce the requirement onsite parking from 99 spaces to 77 spaces. Also requested tonight is a variation from Chapter 28, Section 10.3-3, parking for goods and manufacturing districts, which specifies that off-site parking facilities for business uses must be located within 1,000 feet of the use served and cannot be located in a residential zoning district.

The request tonight for those variations would be to allow two off-site parking facilities located in residential districts, as well as allow one of these off-site parking facilities to continue to be used, which is located 1,900 feet, approximately, from the use served. The subject property is located at the southwest corner of Maude Avenue and Arlington Heights Road. It is bordered to the north by a medical office building in the OT Zoning District, to the east by townhomes in the R-6 Zoning District. It is bordered to the south by Glueckert Funeral Home, which is located in the R-1 Zoning District. Glueckert is allowed to operate via a land-use variation granted in 1984 and amended in the year 2000. Lastly, the subject site was bordered to the west by single-family homes in the RE Zoning District. The site was approved as PUD in 1989. It allowed for a 17,745 square foot general office building with the potential to build an additional 4,750 square feet of loft space. The site was approved with 77 onsite parking spaces, which met the parking requirements for general office uses within that building and provided minor surplus, which could be used for the aforementioned loft space if it was building out as supplemental office space, or, it was discussed at the time, that this surplus in parking could also be used to accommodate some employees within the

building. As the years have passed since approval, the building has been leased entirely by medical tenants.

The aforementioned potential loft space as shown here on the original 1989 approved floor plan, highlighted in yellow, in the years since, a portion of this loft space has been built out, as shown here on the current floor plan. As part of any approval recommended tonight by the Plan Commission condition is recommended that any further loft space identified on the 1989 floor plan, highlighted here in red for reference, not be built out, as any additional loft space built out would increase the parking requirements for the site.

As part of this petition, existing landscaping was also reviewed onsite for compliance with the allowances granted in the 1989 PUD, as well as compliance with code. It was found that the site is missing required landscape screening between the parking lot and Maude Avenue, as well as between the parking lot and Arlington Heights Road. It was also found that there are missing trees in the landscape islands in the parking lot. As part of this petition, the petitioner shall be required to provide this required landscape screening, as well as provide trees, where they are missing the landscape islands, with the exception of the northwestern island. There are utility boxes located in this island and it is not feasible to include the required shaped tree at this location.

Existing signage onsite was also reviewed as part of this petition. It was found that all existing signage onsite does not comply with the allowances of the OT District. Four of these existing signs on site, two ground signs along Arlington Heights Road, as well as a wall sign on the northern front of the building and a wall sign on the southern front of the building do not meet the allowances of the OT District. All four of these signs have been previously approved for re-facing permits. They're existing non-conforming additionally two other signs onsite, a ground sign on the northern front as well as a wall sign on the western frontage have no record of permit approvals. As part of this petition, the petitioner shall be required to either remove all non-compliance signage or shall apply for sign variation via the Design Commission and Village Board process.

Moving on to the site parking requirements, as mentioned earlier, the building has been completely leased to medical tenants. Applying the code required one space for every 200 square feet to the respective tenant spaces, which does include the supplemental loft space. A total requirement of 99 spaces are needed for the site. The site only provides 77 spaces, which results in a code required parking deficit of 22 spaces. Parking is currently accommodated in a few different areas, first and foremost is the onsite 77 spaces. Immediately adjacent to the site, there are also on-street parking spaces available for employee and patient parking. Immediate north, adjacent to the northern office building, parking is allowed without restrictions on Maude Avenue. Approximately nine spaces are accommodated in this site. On the remainder of Maude Avenue, the orange area identified in this aerial is where parking is not permitted at any time. The areas identified in yellow restrict parking. Specifically, parking is prohibited between 8:00 a.m. and 4:00 o'clock p.m. Parking is unrestricted on Evergreen Avenue both north and south of Maude Avenue. While these on-street spaces cannot and should not be used to fulfill the parking requirements for the subject site, they are included as part of this analysis as part of the request of Staff was that the petitioner provide a survey of these on-street areas in order to determine if there was any spill-over parking from the

subject site.

Employee parking is supplemented further through two parking arrangements, coordinated between the Northwest Community medical group tenants and two other properties. One of these agreements is with the Glueckert Funeral Home, immediately south of the subject site, and the second is with Our Savior's Lutheran Church, located at the southwest corner of Olive Street and Arlington Heights Road. Combined with the, with these two sites combined provide 32 additional for employee parking, and adding that to the 77 spaces on site provides a grand total of 109 parking spaces for patient and employee parking, which does exceed the code requirement of 99 spaces. However, both of these agreements are short-term; they can be cancelled at any time. I'll go into further detail on these agreements later on in the presentation.

Moving back to onsite parking. The parking lot was surveyed by H. R. Green, certified traffic engineer, on seven days total. Four of these counts were taken in January and three were taken in April. Peak parking demand was observed on Tuesday, January 9 at 1:30 p.m., at which time 71 spaces were being accessed on the site of the total 77. During the April counts, parking spaces on Maude Avenue and Evergreen Avenue were also surveyed. There were no cars observed accessing Evergreen Avenue at any point. However, in the one area where parking is permitted during business hours on Maude Avenue regularly, as you can see on the 17 and 18 of April, they reached the maximum parking of nine spaces.

It should be noted that it's unknown whether these nine vehicles parked on Maude were generated solely by the subject site or whether they were generated by both the subject site and the office building to the north. However, assume the most intense parking scenario, that all nine of these cars were generated by the subject site, combining them with the parking observed on the site at the same times, a maximum potential parking generation of 77 vehicles, which is 100 percent of available spaces onsite, would have been generated at 2:30 p.m. on April 17. It should also be noted that Staff conducted site visits both on April 25 and June 6, and observed parking generation numbers consistent with the numbers provided by H. R. Green.

Moving on to details of the off-site parking accommodations. Again, the first agreement is with Glueckert Funeral Home. This is a formal agreement with a lease. It is for 12 spaces. It is an annual agreement lasting from the first of the year to the 31st of December. It is renewable, but it can be cancelled at any time with 30 days' notice by either party. It is less than 1,000 feet away from the subject site, which satisfies the distant requirement for off-site parking facilities in Section 10.3-1. However, as Glueckert Funeral Home is within a Residential District, a variation would be required to continue use of this facility.

The second facility used is Our Savior's Lutheran Church. This is an informal agreement, more of a hand-shake agreement, substantiated with a letter provided by the petitioner. Twenty spaces are provided through this agreement. There's no specific duration for the agreement, though the congregational operations officer of the church in the provided letter stated that there's no specific circumstance that would result in the church withdrawing the parking agreement and no longer allowing the Northwest Community tenants to park at the site. They also note that there were two occasions only during the duration of this agreement that the tenants were not allowed to park at the

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church. One was when there was a large funeral, and the second was when the lot was being re-surfaced, at which time the tenants were not allowed to park at the site for a week.

Our Savior's Lutheran Church is 1,900 feet, approximately, away from the subject site. It is also located in a Residential District. Therefore, continuation of use of this facility would also require variation from Chapter 28, Section 10.3-3. Staff had also requested that the petitioner provide parking surveys of these two lots to demonstrate that use of these facilities by the tenants does not result in a reduction of available parking for the primary uses at these sites. Currently the petitioner is in the process of obtaining these surveys. They were conducted on the previous Friday, Saturday, and this Monday, Tuesday. While we do not have these surveys with us currently, Staff does not anticipate there will be a parking issue at either of these sites. Site visits to both of these locations were done on June 6 observed numbers of vehicles parked in these sites well below the capacity and reasonably it can be assumed that use of these facilities by tenants of the subject site occurs at opposite times that these sites would be utilized by the primary tenants.

Moving on to the staff recommendation, as there has been significant evidence presented that the parking required by the subject site exceeds the parking provided on the site through the separate parking agreements, as well as the relatively high utilization seen on site as well as on Maude Avenue, Staff recommends denial of the requested onsite parking variation, as well as the PUD amendment. However, Staff does recommend approval of the variation to Section 10.3-3 of Chapter 28, which would allow continued use of the Glueckert site as well as use of Our Savior's Lutheran Church. This recommendation will be subject to the following four conditions. First is respective to landscaping on the site, that the required screening and shade trees be provided. The second is in respect to signage. That the petitioner shall either remove all non-compliance signage onsite or apply for a variation by the Design Commission and Village Board process. The third condition would be that the additional loft space shown on the original approved floor plan not be built out further than the extent to which it's currently been built out to. And lastly, in respect to the two parking agreements, if the existing parking agreements between the Northwest Community medical group tenants, Glueckert Funeral Home, and Our Savior's Lutheran Church are discontinued, and if the petitioner is unable to secure any new code implied parking agreements to accommodate the employees, the petitioner shall not renew the leases for the medical tenants and shall only re-tenant the available spaces with general office users.

This concludes my presentation and if there are any questions, I'd be happy to answer them.

CHAIRMAN ENNES: Can we have a motion to approve the staff report?

COMMISSIONER LORENZINI: I'll motion.

COMMISSIONER CHERWIN: Second.

CHAIRMAN ENNES: Do we need a roll call vote?

MR. HUBBARD: You can just do a voice vote.

CHAIRMAN ENNES: All in favor.

(Chorus of ayes.)

CHAIRMAN ENNES: Anybody oppose?

(No response.)

CHAIRMAN ENNES: Okay. Lynn, do you want to start down there. Do you have any questions for the petitioner and/or Staff?

COMMISSIONER JENSEN: No, I was in the Conceptual Review Committee, so I don't really have too many questions. As I understand it, the arrangements you have with the church are just informal. There's no, it's not a financial arrangement of any kind?

MR. AREVALO: That's correct. There is a donation that is provided for the church in good will for the allowed use.

COMMISSIONER JENSEN: Okay, and my other question, I guess, is really of Staff. You know, we paid a lot of attention to the issue of remote parking when we looked at the hotel that wanted to build on European Crystal. And we were concerned about the distance and the way that things would be parked and the fact that these were not permanent arrangements in the perpetuity. Tell me what's Staff's position and why your position is different on this particular petition.

MR. SCHMIDT: So, the primary difference would be, at least to my understanding, that this is an existing use, whereas in other circumstances, this has been reviewed as part as a new proposal. And then, secondly, in regard to the fact that these are not long-term agreements, whereas we would be approving say a new project with these sort of short-term parking arrangements that could be avoided in the future, and therefore could prove a larger project. On this instance, if these parking arrangements go away, sort of the issue created by having more intensive uses on the site than what would typically be allowed, since they would no longer be allowed as part of the condition, that's why we're comfortable with a lot of these contingent parking arrangements to be used.

COMMISSIONER JENSEN: Good explanation and I don't have any further questions.

COMMISSIONER WARSKOW: My only question is the office hours. Are, the last appointments are at 5:00?

MR. AREVALO: Approximately, yes, I even believe that the therapy place might go even a little later than that.

COMMISSIONER WARSKOW: Okay, but not the full office doesn't go past 5:00 o'clock.

MR. AREVALO: No, no.

COMMISSIONER WARSKOW: Okay, that's it.

COMMISSIONER LORENZINI: So, these parking counts, they were done with the current loft build-out already in place?

MR. SCHMIDT: That's correct.

COMMISSIONER LORENZINI: And, this I know some very, based on somebody's opinion, but the studies done were in parking studies done in January and April. Is there, do they tend to have more business during summer months? Because I don't know if --

MR. SCHMIDT: Well, I would defer to the petitioner to answer that question.

MR. AREVALO: With respect to that question, I do believe that is a timing issue insofar as we began the application as soon as we determined there was an issue,

in order to get moving forward with it. Winter will probably have less of a use, presumably, but I would then also suggest that we have some April counts that were conducted following the Conceptual Review Committee process that we had. And, those were, you know, if not the same, similar in warmer months and then when we look at the combined numbers, based on the Staff's analysis, there's a surplus of, if you combine it all, of 10 spaces, so that we would anticipate it would accommodate, you know, perhaps the busier times.

COMMISSIONER LORENZINI: So, the Glueckert and the Lutheran Church parking is -- do the employees always park there?

MR. AREVALO: That is, I think, the directive because of the fact that you want to have your patients and your folks that are coming, the visitors, business visitors, to the facility, to have the convenience of parking onsite.

COMMISSIONER LORENZINI: And Jake, the onsite studies that were done never went higher than 77 spaces that are available, correct?

MR. SCHMIDT: The maximum reserved onsite was 71 actually, but the maximum potential, if you include all the spaces on Maude, would have been 77.

COMMISSIONER LORENZINI: So, if this is, so we're not asking them to be out of the property, correct?

MR. SCHMIDT: No, not at this time. We're trying to, part of this variation would be to allow them to continue this use since the tenants have gone, of their own volition, so far as to initiate these two off-site parking agreements and observed by both Staff and the traffic engineer, there's no spillover in the neighborhoods. So, it appeared they're making the situation work, as unconventional as it may be.

COMMISSIONER LORENZINI: So, if we denied this, what would change from what's happening now?

MR. SCHMIDT: Well, this would then enter the realm of code enforcement. The degree to which, or the methods of which that sort of enforced would yet to be seen. Like, we wouldn't want to kick the tenants out if they have this accommodation, but in that case likely would defer to essentially what the condition of is recommended where, at the termination of the leases, the petitioner would not be allowed to re-lease the medical tenants and would then have to re-lease to general office only.

COMMISSIONER LORENZINI: So, if we approve this, you wouldn't have to kick tenants out if they exceed the parking, but if we do not approve, we do not approve this, you have to terminate some of these leases if parking over exceeded?

MR. SCHMIDT: That is correct.

COMMISSIONER LORENZINI: Okay, Thank you.

CHAIRMAN ENNES: Commissioner Green?

COMMISSIONER GREEN: I guess, for you Jake, if we, if the Village wasn't able to monitor or know about the medical rental over the past years that brought us to this situation, how are we going to know if these parking agreements are, whether they're formal or informal, are terminated. How is that going to happen since we don't have a real good record on that as a Village?

MR. SCHMIDT: Likely, there would be immediate evidence that these agreements were terminated. As the recollection of a traffic engineer in the Engineering Department that at one point, when, I assume it is when the lot was being re-surfaced at

Our Savior Lutheran Church, employees were parking on Evergreen Avenue, which resulted in several complaints. So, if either of these agreements were terminated to the extent that employees then had to park somewhere else, they would likely park in the streets again and it would become immediate evident that these agreements were no longer in place. And that is when this would enter the problem of code enforcement.

MR. AREVALO: If I may, Commission Green, I would recommend to my client that they, that an additional condition could be put in that would require notice to the Village of the fact that the agreement has been, whatever impact it's had. So, that there wouldn't be this missing information and any potential issues of notice and, you know, potential enforcement issues, which then would get a little bit more difficult. So, I, you know, if that is something that the Commission wanted to add, we would be, I would recommend that to my client.

COMMISSIONER GREEN: Well, we can talk about that. No more questions at this time. Thank you.

CHAIRMAN ENNES: Commissioner Cherwin?

COMMISSIONER CHERWIN: Yeah, so, I think my question would be, if we had a situation where the agreements for some reason come apart, and there is another alternative for them, and they after that come back to this, so it's not like -- let's say, Our Savior decides we can't do this anymore for whatever reason. And there's, say they, okay, we want to go to Town & Country, which is probably not too much further than Our Savior, maybe even closer, will they then have to come through this process or is there something we can build in that basically say as long as they're, you know, they have an alternative, you know, arrangement in place, that they can negotiate a better one if they know that Our Savior is going to come apart in 60 days and they can go to Town & Country and say, no, I'm going to use 20 of your spaces because half of them are vacant. Can they do that without having to go through this process again?

MR. SCHMIDT: As the condition is worded, they would have to go through the process again, although it could be modified to possibly state that new partner accommodations could be provided to the satisfaction of review Staff.

COMMISSIONER CHERWIN: Yeah, I just, I'm trying to build in some flexibility so that they don't get, you know, if we give this, and they've got these leases in place, and you've already kind of gone through the thought of, hey, you know, we can shuttle people in from the parking lot since they're going through these steps anyway, I'd like to give them some flexibility so that they don't have to come back before us if they have a reasonable agreement in place that have an alternative. That would be my recommendation.

MR. AREVALO: Appreciate it, thank you.

COMMISSIONER CHERWIN: Thank you.

CHAIRMAN ENNES: Commissioner Sigalos?

COMMISSIONER SIGALOS: First of all, I'd like to commend Jake. That was a very thorough and excellent staff report that you prepared.

COMMISSIONER CHERWIN: I second.

MR. SCHMIDT: Thank you.

COMMISSIONER SIGALOS: My other comment I had when we talked about the timing of the parking analysis, January and April, my recollection was that those

were two months of very bad weather and exceptionally unusual weather for April, that we had a lot of snow, freezing ice storms, and so forth. I don't know how that relates to people keeping their medical appointments with their doctors, with inclement weather, and maybe those parking studies may not be quite accurate. And maybe if one was done in the summer, when students, children are out of school, maybe there's more demand for parking in medical office -- since in the summer with children and better weather conditions, might be more accurate of what's actually parking impact there. So, that was a comment I had with the two months that those parking studies were conducted, on their unusual weather conditions.

MR. AREVALO: And if I may, I believe that the Village planner has indicated they also conducted some review, independent review and observation and that they appeared to be consistent. I can't recall the specific dates that we mentioned, but I don't think that they would have been vastly, or I should say, as early in the year as, as the -- such that perhaps they would, they confirm what the conditions are in such a way that, you know, maybe we're not looking at that play of days and actually what were the days?

MR. SCHMIDT: April 25 and June 6.

MR. AREVALO: So, that would have been late, so you know, I would submit, only because, obviously when we started, we had to do the additional ones, yet the cost is pretty significant. It's the only concern I would have to voice on behalf of my client. But, I do understand the concern that the weather condition at the time that the studies were made would have been a little bit unusual. But, based on the Staff's observation, it seemed to confirm what the studies would have been to just that then perhaps even if they were unusual, they were not entirely different.

COMMISSIONER SIGALOS: Okay, thank you. I don't have anything further at this time.

CHAIRMAN ENNES: Commissioner Dawson?

COMMISSIONER DAWSON: Hi, I guess maybe I'm the only one here, this is actually my doctor's office.

COMMISSIONER GREEN: Me too.

COMMISSIONER DAWSON: Oh, you too? Okay, so, I guess my experience has been, every time I've ever gone there, there's been tons of parking, tons of parking. Like not like I can't only find one spot. Like, I'm like, which of these 25 spots would I like to pick now. I mean, truly, I've never, ever been there, I think this has been my doctor's office for four or five years. I've never seen this parking lot full at any time I've been there. I go at kind of random times that I can fit into my schedule. So, that's my personal experience. I was kind of shocked to find out that this is even an issue here. I would say that even when the lots empty, or not empty, but there's plenty of parking lot there, I always see cars on Maude. So, I don't think it's a matter of whether or not the parking lot's being utilized, I think it's a matter of people, for whatever reason, for whatever they're doing, park in those spots. I don't know why.

That being said, I do have some questions. I see there's essentially two tenants, is that correct? I mean, there's the one tenant at, I think it's the same name for two places.

MR. AREVALO: You have the eye doctor, and then you have Northwest

Community Health, and they have a doctor and they have physical therapy kind of treatment facility. That's the smaller of the two.

COMMISSIONER DAWSON: But the primary space, more than 50 percent, is Northwest Community Healthcare Medical Offices. And that's the offices that I'm visiting. And, again, that side of the building, there's always numerous vacant spaces every time I've been there. But it would seem that -- oh, let me ask. Do we, have we seen the leases with these tenants?

MR. SCHMIDT: We have not seen the physical leases, although the petitioner has provided information on the duration of the leases. Northwest, I believe, goes until 2019, and the Northwest Community tenant goes to --

MR. AREVALO: 2021.

MR. SCHMIDT: 2021.

COMMISSIONER DAWSON: Okay, so question then to you would be, there's no penalty, aside from the fact that I don't see, I, personally I don't see the parking issue, maybe I'm missing something. There's no penalty for non-performance at all? There's nothing that the Village does when you find out that an existing tenant is this non-conformant?

MR. SCHMIDT: Well, there would be. The reason this petition is before us tonight would be sort of address that issue.

MR. AREVALO: Address that issue, yes.

MR. SCHMIDT: Again, if this was not approved tonight, whatever the code enforcement to involve some type of mediation and enforcement, in that case, because these tenants sort of worked out this parking arrangement to the extent that it was not immediately observable that there was this deficit onsite and because none of the tenants are required to get a Village business license, per Illinois code, the Village had no way to recognize whether through resident complaints, through visual observance, or through the business license process, that this existed.

COMMISSIONER DAWSON: No, no, I do understand that, but I guess I don't see how this is addressing the non-conformance, because we're not saying anything here about conditional or we'll allow the non-conformance based on these tenants staying here. We're basically saying, we deny the variations. You're exist in non-conformance and the concern I have then is are we not setting a precedent that you can, if you come back to us later and say, oops, we didn't know, there's nothing we're going do about it. So, it would seem to me that a better approach would be to tie the, with the parking waiver, to allow the parking waiver to 77, but tie it to provided these tenants and this use remains the same, including the off-site parking agreements. And then, if off-site parking goes away, then we are in violation, we, you know, maybe we give them so many days to find an alternate, what-have-you. I'm just very concerned that all we're doing is saying, yep, you can have this off-site parking, but no, you can't have the variance. And now we're going to have an non-conforming tenant.

MR. SCHMIDT: To clarify, that is essentially what we are recommending. We're not recommending a blanket variation that would reduce their requirement by 22 spaces in perpetuity. We're allowing them to satisfy the parking requirement through these two off-site parking permits and it's conditioned on the fact that if these agreements go away --

COMMISSIONER DAWSON: No, I see, I see what you're saying, but all I see here is that we're allowing a variation for off-site parking in a residential area. And then I see we're denying a variation from 99 parking spaces to 77. So, we're allowing off-site parking, which is one non-conformance in the area, and we're denying the other non-conformance, but we're going to, in fact, deny it and then allow it to continue. And that's the problem that I have. It seems to me that we need to address this non-conformance. We either need to decide as a Village some penalty or some remediation, which I'm not necessarily in favor of, I'm just saying, or we need to somehow give a conditional waiver to allow the 77 spaces, because it's working under the current environment and it's just my concern that we are setting a precedent that you can violate the code. I've seen it, it's something that I've seen since I've been on this Board, and it's always medical offices. Probably because they don't have to get this business license, which I already asked the Village to look into why we don't require them to get business license. We would catch this so much more if did it. But there's been numerous times that we have medical offices coming to us saying, ooh, we didn't know this building wasn't zoned for us. Ooh, we didn't know that we had to do these things. And then we just, we usually allow the variance. This is the first time I've seen us not allowing the variance.

MR. HUBBARD: So, it's a state statute that the local municipalities have to exempt --

COMMISSIONER DAWSON: I know.

MR. HUBBARD: -- a medical office from our business license requirement. So, it's not like we can --

COMMISSIONER DAWSON: That I understand.

MR. HUBBARD: So, and what we're doing here is, we're suggesting that, we're approving these variances to allow off-site parking to satisfy the parking requirement of this use. So, we're taking the parking spaces on Glueckert, and we're taking the parking spaces at the church, and we're saying, if you add those up, plus the 77 onsite, you're going to exceed the 99 parking space requirement and therefore be compliant with parking.

COMMISSIONER DAWSON: So, I understand that that's what you're saying and I understand that's what we're doing, I just don't see it on paper. I don't see it in words, so if I were reviewing and trying to compare this to other projects, not seeing it, I would say that I would see it differently, but that's just my --

COMMISSIONER CHERWIN: Can I ask a question just for clarification. I think I know what you're saying, but I just want to make sure that I'm understanding it correctly. I think if you're saying, well, you know, variation to reduce the onsite parking, we're not going to do. We get that. But we are going to let it happen. I think, are you saying that we would tie the off-site parking variation allowed for that and we'll tie it to a medical use, as well? So, you would say, so you'd be saying, what we should be doing, maybe, is giving a use variation for medical office use provided that the use variation for the off-site parking is adhere to, the conditions for that. Is that --

COMMISSIONER DAWSON: I don't think that's what I was saying, but it's another approach to it. And it may be a better approach than where I was coming from. All I'm saying is that, you know, this, I'm not usually a fan of parking waivers, especially, this is a very tight parking lot and you're right in the middle of a residential community and

I can understand the concern. I genuinely understand the concern. I also understand that we may not want to set a precedent for allowing this go to a waiver, because that's also significant precedent concern. I'm just concerned that, as it appears on paper to me, I don't see that we're addressing the, it doesn't say that we will, that we agree to allow the continued non-conformance provided these off-site parking happens. All we're saying is we approve off-site parking. There's two requests. We're approving one and denying the other, but we're not ever, I don't know. I just have a concern.

MR. HUBBARD: Well, it wouldn't be a non-conformance anymore because you would be taking parking that's on the Glueckert site and on the church site and you would be adding, essentially, because we're allowing that to count to the onsite parking requirements via the variations.

COMMISSIONER DAWSON: I guess I'm not seeing -- does it need to see that? It doesn't need to say that then, Sam, is that what you're saying?

COMMISSIONER WARSKOW: Is that how it works in normal codes? Like, in a non-residential section where it's within 1,000 feet, does the off-site parking count towards parking requirements?

MR. HUBBARD: Those in a Business District and within 1,000 feet, then you could have it as long as it was perpetual in nature.

COMMISSIONER WARSKOW: Right, and that would count towards whatever number of parking spaces are required by code. So, this variation does cover that.

COMMISSIONER JENSEN: Well, it certainly has to meet perpetuity, though. Those have to be permanent arrangements. We don't usually allow that when there are not permanent arrangements. Even in a Business District, is that correct?

MR. HUBBARD: We would traditionally would count that, but in this instance, because we have the conditions of approval, let's say if they're no longer valid, then, you know, the variations go away. So, in that sense here, we're covered. Whereas the European Crystal banquet facility, which I think you're referencing, you know, they don't have the fallback option thereof, if it's not medical, they can do office. If it's not a hotel, they can --

COMMISSIONER JENSEN: Right, and I thought that was good, I thought you did a good workaround with that. That was good positive.

COMMISSIONER DAWSON: So, this doesn't, in your opinion, this doesn't need to say that we're allowing the following variation, but it does need to add to the language to allow the, to allow the petitioner to meet the required parking spaces. That's the word that I'm missing. That's all, that's what I'm saying. I just don't see that and so the concern that I have is that we haven't actually pulled anyone through this why or how we're allowing parking, that's all. And that's where, and I'm out of time. So, you're saying, in your opinion that, it's on the record now, so if anyone ever questioned this, it's on the record, we've had it discussed. So, in your opinion, that added language isn't necessary because the way that the code is applied this variation is sufficient.

MR. HUBBARD: By granting the variation, we would be covered, plus it's in the minutes, as well.

COMMISSIONER DAWSON: All right, I have no further questions.

CHAIRMAN ENNES: While he has these temporary parking spaces.

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COMMISSIONER DAWSON: Correct, but that is a condition --

CHAIRMAN ENNES: If he loses, though, then he loses those.

COMMISSIONER SIGALOS: Correct, okay.

CHAIRMAN ENNES: A couple of quick questions of the petitioner, and then I would like to see if anybody in our audience would like to make a comment in regard to this matter. Are you in any way partner in the ownership of this?

MR. AREVALO: No, I am not, sir.

CHAIRMAN ENNES: You are strictly their attorney.

MR. AREVALO: Correct.

QUESTIONS FROM AUDIENCE:

CHAIRMAN ENNES: Okay, does any, before I go on with my questions, does anybody in the audience, would you like to comment and raise issues? Yes. Would you please come up and state your name, please spell it for our reporter, and you don't have to tell me where you live, but it helps us understand your comments.

MS. GARRET: My name is Debra Garret, I live on the 1500 block of Evergreen.

CHAIRMAN ENNES: Okay.

MS. GARRET: And I'm the one who e-mailed Jake the information about Glueckert and the off-site parking at the church because he did not know about it. I've been a resident for 23 years. Seven years ago we had about 30 cars parked on that street. Both on the 1500 block and the 1600 block.

CHAIRMAN ENNES: How long was that for? A week? Was this one of these periods where they --

MS. GARRET: You know, honestly, I don't -- it was for quite a while?

CHAIRMAN ENNES: Okay.

MS. GARRET: And the residents of Evergreen and Maude complained. And, subject to those complaints, they put some no parking signs on Maude where the residents live, because --

CHAIRMAN ENNES: Near, by Evergreen?

MS. GARRET: Right, cars were parked on Maude for two blocks. There were 30 cars parked on our street, the 1500 and 1600 block. It was a traffic nightmare. Cars couldn't get through. We had cars parked all in our front yards. I don't know why they were there, but until they complained and asked for the no parking signs, and I think because of our complaints, that is the reason for the off-site parking at the church and at Glueckert. I don't know what changed, it was maybe five years ago, I don't know what changed at the medical offices that caused the 30 people to park in our streets, but something changed. And until we complained, and they obtained the off-site parking --

CHAIRMAN ENNES: And this was quite a few years ago.

MS. GARRET: Yeah, I don't, the only way you could tie back to what year it was is to find out what year they put the no parking signs on, on Maude near these office buildings.

CHAIRMAN ENNES: So, anyway, so you raised the awareness of this.

MS. GARRET: Yes.

CHAIRMAN ENNES: And the, it sounds like the problem got corrected, at least partially.

MS. GARRET: Yes, yes. When they got the off-site parking at the church and at Glueckert, the problem was resolved. And it has been resolved since then.

CHAIRMAN ENNES: Okay, it has been resolved since then?

MS. GARRET: Yes, since the employees no longer park in our streets. So, if those agreements go away --

CHAIRMAN ENNES: It could be a problem.

MS. GARRET: It could be a problem. So, I just wanted to let you know that. I've been here for 23 years, and probably the longest on the streets, I'm aware of the problem.

CHAIRMAN ENNES: Okay, thank you.

MS. GARRET: You're welcome.

CHAIRMAN ENNES: Anyone else? Okay. Then I would like to go back to some of my questions. Mr. Arevalo?

MR. AREVALO: Arevalo.

CHAIRMAN ENNES: Arevalo, I'm sorry.

MR. AREVALO: That's okay.

CHAIRMAN ENNES: Do you know when the, the Northwest Community Hospital tenant that does the rehab, when did they move in?

MR. AREVALO: It does pre-date ownership of --

CHAIRMAN ENNES: Your current ownership here?

MR. AREVALO: Exactly.

CHAIRMAN ENNES: Okay, and when is the date of that ownership. When did you acquire it?

MR. AREVALO: 2014.

CHAIRMAN ENNES: 2014, okay. So, this is kind of new to you?

MR. AREVALO: In some respects, yes. But what I did learn in speaking with Jim Valentine, the Congressional Operations Officer, is that the agreement with the church has been in place since 2010.

CHAIRMAN ENNES: Okay.

MR. AREVALO: So, that kind of references to the time when the issues were prevalent and how they were addressed with the off-site parking. So, it does even predate my client's ownership of the building.

CHAIRMAN ENNES: A question for Staff. Jake, is the parking requirement for a medical office different than the parking requirement you would have on rehab, where you could have a room, and you could have 20 people on tables getting rehab.

MR. SCHMIDT: Both would be consider medical uses and both would have the same --

CHAIRMAN ENNES: Okay, because I was thinking, possibly, when they moved in, that might have been one of these big increases. But, really what I see is the problem is we have a property that is 100 percent occupied, we like to see that in town. But, it is really over-utilized and we have a parking problem that has the potential of affecting the neighbor, neighbors because of the developed in the original approval. We probably should have required more parking there, but I don't know if I'm the only one

that's, I do see one of the doctors there. And, I'm not sure what time you go for your appointments, but I've run into parking problems and I actually don't like to park my car there because the parking spots seem to be pretty narrow.

COMMISSIONER DAWSON: They are very small parking spots. I'll give you that.

CHAIRMAN ENNES: So, they put in the maximum number that they could. Which, okay, that's fine, but as a patient, I don't like to park in there. So, one of my hopes maybe we could add some parking spots by narrowing it down, that's out. Is there any possibility, I'm trying to think of ways that we could help reduce some of the congestion. Is there any way you can work with your tenants to try to work with the medical practices or the doctors on how they schedule so that, so that they might not have people sitting in waiting rooms waiting for the doctor to come around?

MR. AREVALO: I mean, that certainly is a possibility, but the only --

COMMISSIONER GREEN: That would be great.

MR. AREVALO: It would be so inconsistent and difficult to manage. You know, and then, obviously, it also depends on the practitioners, they may, you know, they may be want to like to have, pile up patient after patient, even if they're just sitting there, and we all go to the doctor. We all know, we get there and we wait about 15 minutes before we're seen. So, I mean, I think that would be very difficult to manage.

CHAIRMAN ENNES: Okay, and again, knowing the position of a landlord, I can understand. I'm going to tell your tenants you shouldn't back them up, so he can pay you rent.

MR. AREVALO: Right.

CHAIRMAN ENNES: Have you seen the conditions that are in the motion?

MR. AREVALO: Yes, I have.

CHAIRMAN ENNES: And do you agree with them as they are?

MR. AREVALO: I agree with them as they are. I do think that there is some flexibility for what we were discussing, which was back to, you know, the agreements. What I read in the condition regarding the agreements --

CHAIRMAN ENNES: You're talking about when you mentioned that if you lose one of the parking agreements, you would come to the Village --

MR. AREVALO: Well, there's the notice issue that I kind of addressed for Commissioner Green as a possibility of making sure that there's communication between the property owner and the Village and then there's also the, I believe that the, if I may have a second here, that the administrative review of renewed lease for a parking space might be something that then allows the flexibility that Commissioner Cherwin was talking about, insofar as, you know, if it's a fairly comparable parking agreement. Assuming that the church or Glueckert's agreements went away, per se. And that the owner of the building or the tenant, if they were able to secure alternative parking that was comparable to those, to the arrangements in place, as of today. And if that's something that could be handled administratively to Staff by providing, here's the new agreement, it's comparable, then it would be a huge relief for the petitioner to not have to come here and go through this whole process, because it is not a simple process. Obviously, it's taking time. We do appreciate the Commission's time, but it is costly and it is something that takes time. So, we wouldn't want to, you know, if it was the kind of thing that could be handled

administratively, it would be much more efficient from our perspective.

CHAIRMAN ENNES: Well, it seems like ownership of the property before you came into the picture were sensitive to the issue and went out and got these parking agreements.

MR. AREVALO: Right, and I do believe that the building owned was owned prior to my clients, was owned by a group of doctors that practiced there. And I think that they were sensitive to the neighbors and it was their practice, and they sold the building to our client, and that sort of continued. That's why the agreements are with the, with the Northwest Medical Health, or with the medical providers as opposed to the owner, you know.

CHAIRMAN ENNES: And it seems like you have been pretty open and have been proactive in going out and doing the parking counts.

MR. AREVALO: Yes

CHAIRMAN ENNES: I think that would be a point that I would be open to and possibly one of our attorneys on the Commission could come up with some basic wording to address that point in regard to the landlord being responsible to give notice in addition to the fact that the neighbors would probably give the Village notice if all of sudden there were 30-some cars parking on the street. But if they were required to do that and that I would see no problem with the petitioner or the property trying to work out a resolution of that problem with Staff, within certain parameters.

COMMISSIONER CHERWIN: I think you just add a five on the notice and just say, you know, fifth condition would read, you know, to the extent there's a change in the status of an off-site agreement.

CHAIRMAN ENNES: Do you want to read it?

COMMISSIONER CHERWIN: Oh, yeah, I'm just kind of helping you out. Yeah, to the extent there's a change in status in the off-site agreements, petitioner shall notify Village --

CHAIRMAN ENNES: Promptly

COMMISSIONER CHERWIN: Promptly, notice.

COMMISSIONER JENSEN: Yeah, you could add something, actually, I've done something. It may not be very good. It says, further the petitioner shall be required to inform the Village of these circumstances. You can say within a certain timeframe, and shall be given X amount of time. I don't know whether it's six months, three months, two minutes, whatever, to find comparable alternative parking arrangements. You know, it's kind of what I heard you say.

COMMISSIONER DAWSON: Find additional time to find --

CHAIRMAN ENNES: No, it didn't say --

COMMISSIONER DAWSON: No, that they should have, just because they lose the parking doesn't mean that everything ends. They have the ability to go find other options, but --

COMMISSIONER JENSEN: Right, and you can set the timeframe whatever we want it to be. I just --

COMMISSIONER DAWSON: Right, right.

COMMISSIONER WARSKOW: I think the question also is review by Staff as opposed to coming back before the Plan Commission, so that would have to be also

added.

COMMISSIONER DAWSON: I just don't even know that we really need to add the notice provision, because if it's discontinued, they just can't renew the leases. Let's tell the Village this --

CHAIRMAN ENNES: But that can be years out as opposed to they have to let us know and start working for --

COMMISSIONER DAWSON: I know, but all they have to do if they lose that off-set parking is they can't renew their leases.

MR. AREVALO: The only, the only --

COMMISSIONER DAWSON: There's nothing else that we're going to do. So, I'm happy to put in the provision, and just don't think it's necessary. I mean --

CHAIRMAN ENNES: Well, is it necessary, no. But, would it be helpful if the situation arose, that the Village is aware of it, and the petitioner is, we know that they're working on it promptly.

COMMISSIONER GREEN: I don't think I would give a time, because that means the neighbors are going to be putting up with cars and traffic problems on their street or whatever time you give them. So, I think I would give them three to six months. Forget that, just say they have go to --

COMMISSIONER JENSEN: But you're already going to have quite a bit of time, depending on whether the agreement was just struck, they're going to have to the end of that agreement. It's what comes up for renewal. It could be, I don't know how long these terms are, how long are the terms of these agreements?

MR. AREVALO: Which terms?

COMMISSIONER JENSEN: Well, let's suppose, if the Northwest Eye Physicians were doing a new agreement, is it a three-year agreement, five year agreement?

MR. AREVALO: It depends, it's market conditions. These have been renews until '20/'21. The current lease is for the occupation of the property. So, one of the points that I wanted to raise for Commission Dawson in response to her comments is that there is that schedule, the multiple years for the occupants. And so, there's got to be some sort allowance or a reasonable time I think is what I would use as an attorney.

COMMISSIONER JENSEN: But if the agreement were just, if it were just renewed and the parking arrangements went away --

MR. AREVALO: Right.

COMMISSIONER JENSEN: -- that entity would have until the end of that agreement to stay there, even though the parking went away, the way this is written now, as I understand it. It doesn't, the condition doesn't become binding until it come up for renewal.

CHAIRMAN ENNES: You mentioned one of the leases is terminated in 2019 and the other one in 2021, correct?

MR. AREVALO: That's correct.

CHAIRMAN ENNES: And is that the base term of the lease or is that with renewal options?

MR. AREVALO: There's always renewal options, right.

CHAIRMAN ENNES: Right. So, really, the lease is, Commissioner Dawson, you're a real estate specialist. That lease term is the base term for the tenant, is the base term of the options. We couldn't prevent the tenant from exercising his option when he's got a contract.

COMMISSIONER DAWSON: I don't know what the language of the option is. Just to clarify because it's on record, no attorney in Illinois is allowed to be a specialist, so I'm not a specialist. But, I mean, lease options are all drafted differently. Some of them are automatic on behalf of the tenant, provided they're not in default, which, I mean, it's not that hard to find a default in a tenant, if you really needed to. Some of them are mutual, you know, some of them are to a landlord. I don't know what the language of it says, so, my only point was that I don't know that we need to put in a notice provision, because I think that number four already says that if they lose the parking, they can't renew.

If they renew and the neighbors are complaining, then they have violated regardless of whether or not they're supposed to give us notice. So, I just don't know that it's necessary. I'm not opposed to it. I just feel it's not necessary. All that's going to do then is give the Staff one more, you know, burden on their desk. What are they going to do, drive by once a week to make sure there isn't any tenant there. That's all. I mean, that was just my point. It's quite clear, if they lose the off-site parking, they can't renew for medical purposes, right? Or at least, I guess, it shouldn't renew, because part of it could renew for medical, it just can't all be medical, right? So, the Staff would be able to need to monitor, because they, at some point, would become compliant, right? If they lost, if two of them were offices and one was a doctor's office, it would be okay. That's all. That was all my point, but I don't need to, I don't need, if that's what the Commission wants to add in, I'm fine with that, too.

COMMISSIONER LORENZINI: Could I have one more question, Jake. So, whether we approve or deny this, either way, there could be a situation where they're over-parked for forever, if we approve it, or for a term until the leases are up, if we disapprove it. There's so many situations to over parking. When are they going to do that?

MR. SCHMIDT: The Village would have options to enforce, either in the instance that this is approved, the Village would have options to enforce the provisions of the conditions set forth here. Whether that's in code enforcement, mediation of an offense, or the lease expire, or in extreme circumstance, the tenants could be kicked out of their spaces, although that would be the most severe option. But either way, the Village would have options to enforce the provisions of the ordinance or enforce the code.

COMMISSIONER LORENZINI: So, they wouldn't have to wait until the lease expires in two years, they have some remedy, okay.

MR. SCHMIDT: Correct.

CHAIRMAN ENNES: Commissioner Cherwin, you had another question.

COMMISSIONER CHERWIN: Yeah, that was going to be my question. I mean, my thinking on this isn't that, you know, if they had, we approve it, and then all of sudden the parking agreement would go away, they get to ride out their lease terms. It's, it's when those parking agreements go away, you're out of compliance. And then the Village has its remedies. If it's final, they can, you know, whatever, get some kind of

declaratory action or something. But, you know, I think we're, I'm looking at this like it doesn't really matter what the leases say or what the terms are, it's, you know, this property can continue to use it for what they're using it for, if they have off-site arrangements. You know, currently, they have off-site arrangements, Glueckert and the church, and we provide some flexibility to say, or, some kind of comparable alternative. If any of that stuff goes away, they immediately become non-compliant, right? Then there's no window, there's no time period. It's up to them --

COMMISSIONER GREEN: It has nothing to do with them.

COMMISSIONER CHERWIN: The burden is on them to make sure that if they see an agreement going away, they need to have something else lined up, or else, you know, Jake's going to come knocking on their door.

COMMISSIONER WARSKOW: Right, I agree with that.

COMMISSIONER CHERWIN: So, that's how I'm looking at this.

MR. HUBBARD: If that's the will of the Plan Commission, then I would recommend changing the language in number four to read that the existing parking agreements with the Glueckert Funeral Home or Our Savior's Lutheran Church are discontinued and the petitioner does not secure new, substantially similar parking agreements, the petitioner shall not renew leases for medical tenants and shall only lease tenant spaces with general office. That gives the Village flexibility to determine if a new agreement is --

COMMISSIONER CHERWIN: Yeah, and I would say they would be deemed non-compliant.

COMMISSIONER GREEN: Correct, I would add that. Don't you want to add that to that? I think so, the minute the parking goes away, like you said --

COMMISSIONER CHERWIN: Yeah. You're out of compliance.

COMMISSIONER GREEN: That's it, you've got to do something then, not at the end of --

COMMISSIONER DAWSON: But do we need to add something that would -- Jake, sorry, that would require them to come back to the Village to make sure, not us, but you, to make sure that you do, that the new parking arrangement is substantially similar to it or do we, or does it imply that without putting the word in there?

COMMISSIONER LORENZINI: I think that's implying.

MR. HUBBARD: Yeah, I think so, too.

COMMISSIONER DAWSON: Okay. You think it's implied.

COMMISSIONER CHERWIN: I think it -- to be approved by Staff in their description.

COMMISSIONER DAWSON: I'd just like to have some ability for you to come back and push back and so, no, this is much different, or something not working.

CHAIRMAN ENNES: So, subject to --

COMMISSIONER DAWSON: How do you feel about that?

MR. HUBBARD: So, what's the condition, how would the condition read then?

COMMISSIONER CHERWIN: I don't know, it depends.

CHAIRMAN ENNES: As you stated, subject to --

COMMISSIONER DAWSON: Right, I believe you said everything was the

same up to and petitioner does not secure new, instead of code compliance, substantially similar parking agreements and then what we're stating is there be a comma in the determination of the Village.

MR. SCHMIDT: Village Staff.

COMMISSIONER DAWSON: Right.

COMMISSIONER CHERWIN: Then the petitioner shall be deemed not compliant and shall not renew leases.

COMMISSIONER DAWSON: I do think, just since we're really harping on this, it needs to be clear, shall only renew spaces of general office until such time as parking code can be met. Because they can have a medical office in there, they just can't have all medical office. So, we need to clarify that.

COMMISSIONER GREEN: Up to the parking.

COMMISSIONER DAWSON: Right, up to, until they become in compliance with the parking matter.

COMMISSIONER GREEN: But that's --

COMMISSIONER DAWSON: No, but this completely says that they can only re-tenant with general office, period. It could be interpreted as going a little bit further than what we intending, that's all. As long as we're tinkering with the language, we might as well --

MR. HUBBARD: So, can I summarize what I've heard, to get it all on the record.

COMMISSIONER DAWSON: Yes.

CHAIRMAN ENNES: Just a comment. The public portion is closed for comment, although, you know what, since you're the only person here, why don't you come up.

COMMISSIONER DAWSON: The only person speaking he means.

CHAIRMAN ENNES: Yes.

COMMISSIONER DAWSON: Right, but --

MS. GARRET: My only issue is that window that Jake is worried about. If they lose their leases or stop their leases with the off-site parking in October, and their lease is not up until January 1st, they will renew this on January 1st. What about those two months?

COMMISSIONER CHERWIN: That's when they would be non-compliant and the Village would fine them or do whatever they had to do --

MS. GARRET: Okay, but I think there should be something in there about, under no circumstances are they to park in residential streets, because it was a nightmare.

COMMISSIONER SIGALOS: If I could add, I kind of share your concern, because the way this is worded, let's just say that, you're saying about a two month window, maybe the lease doesn't expire for another five years.

MS. GARRET: Exactly.

COMMISSIONER SIGALOS: So, now we may go back to these people parking all the way down in residential.

CHAIRMAN ENNES: Well, then it becomes a compliance issue.

COMMISSIONER DAWSON: Then, right.

COMMISSIONER GREEN: Well, then they lose their off-site parking they're non-compliant. And therefore, the Village can force them to do something, right away.

COMMISSIONER DAWSON: Just so you understand, the Village has multiple ways in which they could enforce.

MS. GARRET: Okay, but I would, can be the ones that let the Village know that they are not in compliance.

COMMISSIONER DAWSON: No, obviously.

MS. GARRET: Because we're the ones that did that before when we had the 30 cars parked on the street.

COMMISSIONER DAWSON: No, no, I understand, and I hear what you're saying. But to say that in the event can they then park on residential streets. Well, they can't tell their patients, they can tell their patients where to park, but now the patient. I could see signs all day long saying don't park in residential streets and I can ignore them. So, you're putting an obligation here that they can't really enforce or really has to go to Village enforcement.

CHAIRMAN ENNES: Thank you.

COMMISSIONER LORENZINI: So, Jake, with the changes we just made, what's the difference between denying and approving this petition?

COMMISSIONER JENSEN: Well, we ought to hear what the changes are because I think that Sam is going to tell us what he heard.

MR. HUBBARD: Yeah, can I summarize. So, condition four would read if the existing parking agreements with the Glueckert Funeral Home or Our Savior's Lutheran Church are discontinued and the petitioner does not secure new, substantially similar parking agreements, at the discretion of the Village, then the petitioner shall be deemed non-co-compliant and shall not renew leases for medical tenants, and shall only re-tenant spaces with general office or until such time as the parking requirement is met.

COMMISSIONER LORENZINI: That's pretty good.

COMMISSIONER WARSKOW: Yep.

COMMISSIONER LORENZINI: Okay, so, then what's the difference between approving and non-approving. This sounds like they both do the same thing now with this change.

MR. SCHMIDT: Well, approval would allow them continued used and wouldn't put this property being non-compliance approval would grant them continued use of the property as it exists today, as long as the two agreements are in place, or if the agreements are lost, if they find a substantially similarly agreement, they would be allowed to continue use of the property as it exists.

MR. HUBBARD: So, approval of the parking variation would set a precedent to allow a large deficit of parking where we know that parking is a problem. So, we don't want to approve straight-up the parking variations. What we want to do is approve them to use off-site parking facilities to satisfy their parking requirement and then condition it as we've done, you know, this evening.

COMMISSIONER JENSEN: I don't understand why you need to have this section about denial. We don't usually say that, do we? Why can't you just have what you approve? The section you approved, you begin with one, you approve it, and then

there are these conditions. And those are the conditions that have to be met. Why do we have to say we're denying the reduction of the required spaces to 77, I mean, isn't that implied when you do the other thing?

MR. HUBBARD: Because that's what the petition was asking for when they applied. They specifically asked --

COMMISSIONER JENSEN: So, we have to make a ruling on with in essence on that.

MR. HUBBARD: Right.

COMMISSIONER LORENZINI: That was my whole point. And now, with this change, there really is no need for a denial on this. It seems obscure enough.

CHAIRMAN ENNES: Is there a motion?

COMMISSIONER JENSEN: Well, I would certain move the denial thing up to the top, and say, you know, we denied the requested amendment, and then you can go into what you approved. I wouldn't have this denial interrupting the approval part in the beginning and the conditions in the end. So, you're basically saying, we're denying what the petitioner asked for. And then you begin your section of what we are, in fact, approving.

COMMISSIONER CHERWIN: We can do that.

COMMISSIONER SIGALOS: Yeah, that makes sense.

COMMISSIONER JENSEN: I mean, it doesn't, because I had the same problem you did. You're reading about this denial in the middle of all these approvals.

COMMISSIONER DAWSON: I think that probably addresses a lot of what my concern was, as well. Good point, Lynn.

CHAIRMAN ENNES: Lynn, are you prepared to make a motion?

COMMISSIONER JENSEN: Well, sure. I guess so. I would like to make a motion to the Village Board of Trustees, denial of the amendment to PUD Ordinance 89-100 and the following variations for PC#18-007. A variation from chapter 28, Section 10.4-2, schedule of parking requirements reduced the required amount of onsite parking from 99 spaces to 77 spaces.

I'd also like to make a motion to recommend to the Village Board approval, now, let's see, what are we terming that it's not the same PC, is it?

MR. HUBBARD: It would be under the same PC.

COMMISSIONER JENSEN: Okay, PC#18-007. A variation from Chapter 28, Section 10.3-3, parking for business and Manufacturing Districts to permit the use of two off-site parking facilities in Residential Districts where code does not allow off-site parking facilities to be located in Residential Districts, as well as to allow the use of an off-site parking facility located approximately 1,900 feet from the used, the use where code requires off-site parking be located within 1000 feet of the use and that be subject to the following conditions of one through four.

COMMISSIONER GREEN: With the amendments to four as in the --

COMMISSIONER JENSEN: Right, with the, as you have made the changes to four.

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COMMISSIONER GREEN: With the amendments to four as in
the --

COMMISSIONER JENSEN: Right, with the, as you have made the
changes to four.

CHAIRMAN ENNES: As stated by Sam. Okay.

COMMISSIONER GREEN: I'll second that.

CHAIRMAN ENNES: Second. Any questions. Can we have the role call
vote, please?

MR. SCHMIDT: Commissioner Cherwin?

COMMISSIONER CHERWIN: Yes.

MR. SCHMIDT: Commissioner Dawson?

COMMISSIONER DAWSON: Yes.

MR. SCHMIDT: Commissioner Green?

COMMISSIONER GREEN: Yes.

MR. SCHMIDT: Commissioner Jensen?

COMMISSIONER JENSEN: Yes.

MR. SCHMIDT: Commissioner Lorenzini?

COMMISSIONER LORENZINI: Yes.

MR. SCHMIDT: Commissioner Sigalos?

COMMISSIONER SIGALOS: Yes.

MR. SCHMIDT: Commissioner Warskow?

COMMISSIONER WARSKOW: Yes.

MR. SCHMIDT: Chairman Ennes?

CHAIRMAN ENNES: Yes.

The only comment is very good job. And you have unanimous
approval.

MR. AREVALO: Thank you very much.

CHAIRMAN ENNES: And thank you for being proactive on this.

MR. AREVALO: Again, as soon as we found out, we were on top of it, I,
obviously, the owner did not know about the specifics of the arrangements, but we do
appreciate the Commission.

CHAIRMAN ENNES: So, you should --

MR. SCHMIDT: We're looking at tentative dates of July 2nd.

CHAIRMAN ENNES: Good luck.

MR. AREVALO: Thank you.

CHAIRMAN ENNES: And thank all for a very good deliberation on this.

Seeing no other business, can I have a motion to adjourn.

COMMISSIONER DAWSON: So moved.

COMMISSIONER GREEN: Second.

CHAIRMAN ENNES: All in favor.

(Chorus of ayes.)

(Whereupon, the above-mentioned petition was adjourned at
8:53 p.m.)