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REPORT OF THE PROCEEDINGS OF A PUBLIC HEARING  
BEFORE THE VILLAGE OF ARLINGTON HEIGHTS  
PLAN COMMISSION

COMMISSION

RE: SEASONS OFFICE CENTER - 129-151 WEST RAND ROAD  
AMENDMENT TO LUV ORDINANCE 13-005 TO ALLOW PARKING VARIATION

REPORT OF PROCEEDINGS had before the Village of  
Arlington Heights Plan Commission Meeting taken at the Arlington Heights Village  
Hall, 33 South Arlington Heights Road, 3rd Floor Board Room, Arlington Heights,  
Illinois on the 11th day of January, 2023 at the hour of 7:30 p.m.

MEMBERS PRESENT:

SUSAN DAWSON, Chairperson  
MARY JO WARSKOW  
JOE LORENZINI  
BRUCE GREEN  
TERRY ENNES  
JAY CHERWIN

ALSO PRESENT:

JAKE SCHMIDT, Assistant Development Planner

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pledge. CHAIRPERSON DAWSON: All right, let's call it to order and stand for the

(Pledge of Allegiance recited.)

CHAIRPERSON DAWSON: All right, roll call.

MR. SCHMIDT: Commissioner Cherwin.

COMMISSIONER CHERWIN: Here.

MR. SCHMIDT: Commissioner Drost.

(No response.)

MR. SCHMIDT: Commissioner Ennes.

COMMISSIONER ENNES: Here.

MR. SCHMIDT: Commissioner Green.

COMMISSIONER GREEN: Here.

MR. SCHMIDT: Commissioner Jensen.

(No response.)

MR. SCHMIDT: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Here.

MR. SCHMIDT: Commissioner Sigalos.

(No response.)

MR. SCHMIDT: Commissioner Warskow.

COMMISSIONER WARSKOW: Here.

MR. SCHMIDT: Chair Dawson.

CHAIRPERSON DAWSON: Here.

My computer is freezing, isn't that fun? Don't you love when technology doesn't work?

Well, I believe the next thing on the agenda is the approval of the minutes.

Any comments, questions, motion?

COMMISSIONER GREEN: I'll make a motion.

COMMISSIONER WARSKOW: I'll second.

CHAIRPERSON DAWSON: All right, all in favor?

(Chorus of ayes.)

CHAIRPERSON DAWSON: Any opposed?

(No response.)

COMMISSIONER ENNES: I abstain, I wasn't here.

CHAIRPERSON DAWSON: Okay, great. Well, that passes. So, then moving on to the next item on the agenda which is the public hearing for the Seasons Office, and our Petitioner, are you here?

Great, you want to come forward for me?

All right, have all public notices been given, Jake?

MR. SCHMIDT: Yes, they have.

CHAIRPERSON DAWSON: Okay, and will you two both be providing testimony for us today?

MR. PLATT: Correct.

CHAIRPERSON DAWSON: Anybody else that will be testifying on your behalf?

MR. PLATT: No.

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(Witnesses sworn.)

CHAIRPERSON DAWSON: Terrific. All right, you want to give us your presentation?

MR. PLATT: My name is Jim Platt. I am a business consultant and helping represent Dr. Meena Barsoum who owns Impressive Smiles Dental. We're here today because Dr. Meena is expanding his business, and because of that there is a change of use in the office parking then to convert the new space using medical, and so that required an amendment to the existing ordinance. I'll have Dr. Meena kind of introduce his business and tell you a little bit about him and what he's looking to do.

DR. BARSOUM: Okay, thank you, Jim. My name is Meena, I'm a dentist here in Arlington Heights. I've been in the community here since 2010. I started this business back in 2010, and we're at a point now in the lifespan of the business where I need to expand in order to continue to accommodate the patients of the community. As with most things in life, COVID took an impact on many of the healthcare businesses, as well as we have different protocols we have to adhere to. So, we're expanding the practice to accommodate more patients in the facility at the same time.

So, what we're asking for today is to allow us this variance so that we can, you know, expand the practice and continue treating our patients in the community and then keeping our staff employed.

CHAIRPERSON DAWSON: All right, great. Thank you. Have you read the Staff report, and have you reviewed through the conditions of approval?

DR. BARSOUM: Yes.

CHAIRPERSON DAWSON: Do you agree with them?

DR. BARSOUM: Yes.

CHAIRPERSON DAWSON: Terrific. All right, if you want to go ahead and take a seat, Jake will be taking us through the Staff report.

MR. SCHMIDT: The address of the subject property is 129-151 West Rand Road. The subject tenant space is 131 and 133 West Rand Road. The proposed use is a medical office, and the site is zoned B-2 General Business District. This permits medical offices by right; however, they are requesting an amendment to Land Use Variation Ordinance 13-005 as they're requesting an adjusted parking variation from what was previously granted. That variation is a 51-space variation from Chapter 28, Section 10.4 to allow the provision of 88 parking spaces where 139 are required by code.

Some history on the site. In 2013, a land use variation was granted for the Chicago Surgical Clinic, it was a tenant within the Office Center. The land use variation ordinance included a parking variation which allowed 88 on-site spaces and 19 off-site spaces to satisfy site demand. In 2013, there was also a parking agreement between the office on their site and the adjacent restaurant Sun Shui to lease these 19 parking spaces. This agreement fell through in the years since, however, which resulted in Office Center vehicles being towed from the Sun Shui site.

The petitioner represents Impressive Smiles, a dental office, currently located in the Office Center. They purchased and are proposing to expand the adjacent tenant space which results in an increase in code-required parking. However, the required parking for the Center with the expanded dentist's office exceeds what was allowed under the previously granted parking and land use variation, and therefore, they're requesting an amendment to this land use variation.

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The site is located on Rand Road and is accessible via two driveways with cross access, the first on the east side of the site which allows right-in and right only access, and the other driveway on the west side of the site through Sun Shui which is full access.

With respect to bicycle parking, landscaping and traffic, seven bicycle parking spaces are required by code. The management company for the Office Center, which is a condo development, has agreed to locate a bike rack in the corner of the Office Center identified with a red dot in this aerial. During Plan Commission review, Staff identified three trees missing in landscape parking lot islands, and the management company has agreed to address this issue in the spring of this year. No traffic and parking study is required for a project of this scope in code. However, to address the parking variation, Staff did require a parking survey to be conducted assessing demand on the subject site and the adjacent restaurant site.

For this project, a total of 139 parking spaces are required for the sum of uses within the Office Center. The site only provides 88 parking spaces on their site which results in a deficit of 51 parking spaces. As mentioned, Staff required the Petitioner to provide a parking survey. This survey was conducted over a two-week period, at hourly intervals four days each week, on Monday, Wednesday, Friday and Saturday, during the hours that Impressive Smiles operates. They don't currently operate on Saturdays, but Saturday hours were analyzed just in case they do expand to those times in the future. The study took place between September 23rd and October 5th of 2022.

The Petitioner's parking survey observed a peak demand of 97 spaces across both sites with an average demand of 61 spaces. Staff also conducted their own analysis of parking occupancy on both properties through two site visits on November 18th and December 7th of 2022, as well as on 10 dates through aerial imagery going back to October of 2016. Staff observed peak parking lot demand through these sources to be 86 spaces across both sites with an average demand of 60.

There is currently a vacant tenant space within the office complex. In order to accommodate what the potential parking demand might be should this space be occupied, Staff applied the code requirement for general office within this space which would be 16 vehicles. Adding that to the peak and average observed, both Staff and Petitioner parking counts, total peak demand would be 113 with an average demand of 77.

The management for the Office Center has reengaged with Sun Shui to lease 33 parking spaces. This is for the benefit of all tenants within the Office Center, and the agreement is not in perpetuity and can be terminated within 30 days. Staff believe that it's an excellent shared parking approach, given there are different peak hours of demand for restaurants and offices. That being said, Staff does have concerns with the agreement, both due to the ability to terminate the agreement within 30 days as well as the historic issues between the two sites in regard to parking agreements.

As Sun Shui requires 68 spaces per code for their restaurant and provides 87 parking spaces on their site, only 19 can be leased to Seasons without triggering the requirement for a parking variation for the restaurant. Combined with 88 on-site spaces, there are 107 parking spaces available for the office complex. This is consistent with Staff's approach in 2013 as well as with code requirements.

Applying potential parking demand to three different scenarios, Staff evaluated what the best approach would be for this petition. The first would be the request the Petitioner had, which is for a variation for 88 spaces. Under a peak demand scenario with the potential demand from any occupied office user, there would be a deficit of 25 parking spaces

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functionally under peak times with just the on-site parking. Staff recommends an adjusted variation consistent with the 2013 approval which allows 19 off-site spaces to be used, although under this scenario there is still a potential for a six-space functional deficit at peak times. Though as mentioned, the parking that the management company has secured with Sun Shui does allow 33 spaces, under this scenario at peak times there would be a surplus of eight spaces functionally between the leased and on-site spaces. So, Staff believes that a 19-space agreement in perpetuity along with an agreement to utilize the additional 14 spaces at peak times for a total of 33 would be beneficial in addressing the parking needs for the Office Center.

In summation, based on the parking counts provided by the Petitioner, observed by Staff in the field and by aerial imagery, and expected should the currently vacant space be occupied by a general office user, Staff does not support the requested variation to allow 88 spaces where 139 are required. However, Staff does recommend an approval of a variation allowing 107 parking spaces, 88 on-site and 19 on the restaurant property, where 139 are required, provided that the new parking agreement remain in place and the remaining vacant spaces only be occupied with general office uses. Again, this is consistent with our stance in 2013 with the two sites. The current agreement as stated offers up to 33 off-site spaces which will allow additional parking to be accommodated during off-peak restaurant times if it spills over from the office site.

So, the Staff Development Committee recommendation is an approval of a variation for 107 where 139 are required subject to the four conditions. First is that the parking agreement to lease a minimum of 19 spaces from Sun Shui shall remain in perpetuity, as well as an additional 144 spaces utilized during off-peak restaurant times should be provided within that agreement. The second condition is that if the parking agreement with Sun Shui to lease these spaces is discontinued and the Petitioner does not secure substantially similar parking agreements to the satisfaction of the Village at its sole discretion, the Office Center shall only be re-tenanted with general office uses.

The third condition is that the Petitioner shall install the two required bicycle parking spaces associated with their use specifically no later than May 30th, 2023. While the management company did agree to install a bicycle rack, they didn't specify the number they'd be installing or the date they would be installing them by. Staff would like to see at a minimum the spaces for the proposed dental office be installed, and the Village would work then with the management company in installing the remainder.

The fourth condition is that three four-inch caliper shade trees that are missing within the parking lot islands shall be installed no later than June 30th of 2023.

This concludes my presentation. If there are any questions, I'm happy to answer them.

CHAIRPERSON DAWSON: Great. Thank you, Jake.

Commissioners, do I have a motion to include the Staff report?

COMMISSIONER ENNES: So moved.

COMMISSIONER CHERWIN: Second.

CHAIRPERSON DAWSON: All right, all in favor?

(Chorus of ayes.)

CHAIRPERSON DAWSON: Any opposed?

(No response.)

CHAIRPERSON DAWSON: All right, great. Before I move to public commentary, are there any initial questions?

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Jay, let's start down with you, any initial questions?

COMMISSIONER CHERWIN: No, I wouldn't say initial questions. I would just, well, I'll wait for public comment and you can come back to me, Chair Dawson. Thank you.

COMMISSIONER ENNES: I have a few questions. Jake, has Staff's legal counsel reviewed the lease agreement and approved it? It's acceptable to them?

MR. SCHMIDT: Our legal counsel didn't review it but we reviewed it, and it's pretty common and typical looking with respect to other parking agreements we've seen. It's not in perpetuity, it's not an easement, it's not recorded, so it doesn't really meet the gold standard that Staff would like to see in a scenario like this.

COMMISSIONER ENNES: It's not going to be recorded?

MR. SCHMIDT: It's not going to be recorded. It's just a lease agreement.

COMMISSIONER ENNES: Okay, I have a couple of questions for the Petitioner in regard to the lease, that's my main concern. The property is not zoned medical, correct?

MR. PLATT: Sorry?

COMMISSIONER ENNES: The property is not zoned medical, it's general business?

MR. PLATT: Correct.

COMMISSIONER ENNES: And there's a number of medical uses there?

MR. PLATT: Correct.

COMMISSIONER ENNES: What percent of the tenants in the property are medical? Either square footage or number.

MR. PLATT: I would say be number probably half or more, probably more than half.

MR. SCHMIDT: Yes, there's the surgical center, two dental offices, there's a physical therapy use which isn't medical, it's assessed at a less intense ratio, but the majority of users are medical related.

COMMISSIONER ENNES: Jake, at what point does the percentage of medical users impact the zoning?

MR. SCHMIDT: The zoning isn't really impacted by it. It's related to required parking.

COMMISSIONER ENNES: Right.

MR. SCHMIDT: Both medical office and general office is permitted in the underlying zoning district. The reason this is tied to a land use variation is just because of the variation for parking alone; otherwise, the proposed use would be permitted in the underlying district.

As far as square footage, the entirety of the office complex would have to be general office to meet their on-site code-required parking needs.

COMMISSIONER ENNES: Okay, Sun Shui owns the property of the leased spaces?

MR. SCHMIDT: Correct.

COMMISSIONER ENNES: And why aren't they being required to record this? If they sold the property, a buyer wouldn't be aware of this encumbrance.

MR. SCHMIDT: That's correct. Ideally, Staff would like to see an agreement in perpetuity recorded to the land. However, that's not something that the Petitioner was able to negotiate. This isn't necessarily atypical, there have been other large parking

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variations that have come before the Plan Commission before that Staff has reviewed where agreements aren't in perpetuity. That's why we have conditions related to the preservation of the parking agreement and the ability for the office complex to secure substantially similar agreements should they wish to continue with this variation. Yes, that being said, they're not necessarily required to have it recorded.

COMMISSIONER ENNES: Jim, have you been handling the negotiations with Sun Shui?

MR. PLATT: I've been aware of what they've been doing. This agreement has not been in perpetuity because obviously the family that owns Sun Shui wants to have the option of, at some point if they decide to sell, they didn't want to have that tied to trying to sell it. The Office Center has shown interest in possibly purchasing at a time when they are ready to sell, because that would help solve their long-term/permanent parking issue. That could help expand to more medical in that center where it's not allowed at this point.

COMMISSIONER ENNES: Jake, you're saying this is not in perpetuity?

MR. SCHMIDT: Correct.

COMMISSIONER ENNES: Condition one says shall be maintained in perpetuity, but --

MR. SCHMIDT: Correct.

COMMISSIONER ENNES: -- you said you agreed to the conditions?

MR. PLATT: Right. Well, condition number two talks about in the event --

MR. SCHMIDT: Right, in the event that the agreement is not maintained in perpetuity, the property owner may try to secure substantially similar parking agreements which the Village will have the sole discretion to determine whether or not they are substantially similar enough to meet the demand.

COMMISSIONER ENNES: Some other parking agreement somewhere else?

MR. SCHMIDT: Correct, at an other nearby property.

COMMISSIONER ENNES: Okay.

CHAIRPERSON DAWSON: To your point, I think we need to reword the conditions of that.

COMMISSIONER ENNES: I think, make it a little clearer. Okay, that's all I have at this time.

CHAIRPERSON DAWSON: All right, Commissioner Green?

COMMISSIONER GREEN: I would like to sort of expand on what Terry was just asking. So, recommendation number two, vacant spaces within the office shall be re-tenanted with general office use only. Does that mean that they are no longer allowed to be medical? I want that very clear. So, if they lose their agreement, what happens exactly?

MR. SCHMIDT: I apologize for any confusion. To clarify, a requirement that currently vacant spaces only be reoccupied by general office users was omitted from the recommendation by Staff, because in theory the tenant mix within the Office Center could change up in the future, resulting in a place where the currently vacant spaces could be re-tenanted by medical. Functionally speaking, it's restricted to general office after this variation just because there is no wiggle room to allow additional spaces.

COMMISSIONER GREEN: Well, I understand from this point on, but if this parking agreement for 19 spaces and ultimately 33 spaces goes away, that happens?

MR. SCHMIDT: Correct. Staff intended to include that last portion in the

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recommendation.

COMMISSIONER GREEN: Okay, but what happens in actuality?

COMMISSIONER ENNES: As a practical matter.

COMMISSIONER GREEN: As a practical matter, what happens? We now have a parking issue that we're looking at right now, what happens?

MR. SCHMIDT: If the parking agreement was to end?

COMMISSIONER GREEN: Yes.

MR. SCHMIDT: At that point, we wouldn't ask any tenants to be kicked out necessarily. That's not what we would want. Instead, if spaces do become vacant, we wouldn't approve permits for, or allow new, medical office users.

COMMISSIONER GREEN: Future.

MR. SCHMIDT: Future occupants, right.

COMMISSIONER GREEN: Future only, so the problem would remain. So, if the parking went away today, then today and from this point on there's a parking problem there with the existing tenants as it exists today, correct?

MR. SCHMIDT: That is a possibility.

COMMISSIONER GREEN: That's correct though, that's not a possibility.

MR. SCHMIDT: Correct.

COMMISSIONER GREEN: That will be a correct statement, I think.

COMMISSIONER CHERWIN: Bruce, could I?

COMMISSIONER GREEN: Please do.

COMMISSIONER CHERWIN: Madam Chair?

CHAIRPERSON DAWSON: Sure.

COMMISSIONER CHERWIN: So, my thought here is, you know, I think we need to tweak these recommendations a little bit. I mean, I understand where you're coming from, Bruce. My thought would be, and this is I guess what I was going to talk about anyway, really this whole land use variation is conditioned upon having an agreement in place. I mean, and so if that goes away, then we need to, I think what we can do is amend the language to say, well, if you don't get something, you know, if this says, you know, it's not just a matter of shall not be re-tenanted or shall be re-tenanted with general, I think it says the approval shall cease pending some kind of. So, I think that's the amendment I would do.

COMMISSIONER GREEN: That's what I'm wondering, what's going to happen.

COMMISSIONER CHERWIN: Yes.

COMMISSIONER GREEN: The problem doesn't go away just because the requirement of going on forever and ever of the parking agreement is not there.

COMMISSIONER CHERWIN: It's not there, yes. I mean, and this is my point, I mean, you know, I would not require something in perpetuity because if I were the landowner, I would never give it so it's not going to happen. As a matter of principle, I don't think, you know, anything in perpetuity is really a good thing when it restricts property. But I would almost just take out that first paragraph of one, Bruce, and if they're agreeing to secure, I have to get clarity on the 19 versus the 33 spots, but I would be more inclined to say, you know, in number two, you know, if the parking agreement goes away, then not only should it be re-tenanted with general office uses but the approvals for variation will, you know, essentially self-terminate if a substantially similar agreement isn't in place in 90 days.

COMMISSIONER GREEN: Right. That's what makes the problem go away

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is that there's some kind of a parking agreement.

COMMISSIONER CHERWIN: Yes, so what I'm saying though is that if they're not going to get the perpetuity, I would probably be inclined to amend this, you know, and get that language in there and it would make me comfortable for the issue you're talking about. I just wanted to --

COMMISSIONER GREEN: Yes, but I mean, as long as there's some parking agreement somewhere, yes, and then the property will function the way it's been functioning today.

COMMISSIONER CHERWIN: Yes, and if the property agreement goes away, then they have to understand that they may not be able to use the property for that use after a certain period of time.

COMMISSIONER GREEN: Right.

COMMISSIONER CHERWIN: And it's not like they've grandfathered in.

COMMISSIONER GREEN: Right. In other words, if there's no, how would you say it, if there's no reaction to the fact that there's not enough parking, then why would they worry about it if there was no price to it?

COMMISSIONER CHERWIN: Right, they have to have an incentive to keep the parking agreement in place.

COMMISSIONER GREEN: Yes, to keep it in place.

COMMISSIONER CHERWIN: Or find an alternative if it no longer exists that's acceptable to the Village.

COMMISSIONER GREEN: Right.

COMMISSIONER CHERWIN: So, that's what I'm saying. I agree with you and I would amend this to accommodate for that.

COMMISSIONER GREEN: For some kind of a parking agreement to be in place always.

COMMISSIONER CHERWIN: Yes, or if it's not, then --

COMMISSIONER GREEN: They lose the ability to --

COMMISSIONER CHERWIN: They lose the variation and it can go back to the general office use.

COMMISSIONER GREEN: Right.

COMMISSIONER CHERWIN: But they lose this variation, that's what I would say.

COMMISSIONER GREEN: Yes.

COMMISSIONER WARSKOW: I think also important is whatever that timeframe is, to allow them, they're only getting 30 days notice from Sun Shui.

COMMISSIONER CHERWIN: Right.

COMMISSIONER GREEN: Yes, right.

COMMISSIONER WARSKOW: I think we have to allow them a little more time.

COMMISSIONER ENNES: 90 days.

COMMISSIONER GREEN: Oh, no, I understand, but there is no, you know, the --

COMMISSIONER WARSKOW: Right, right.

COMMISSIONER GREEN: -- way this is worded, there is nothing to worry about because nothing will change. It'd just be oops.

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COMMISSIONER WARSKOW: Right. I'm just saying when we make this change, we should institute an agreed-upon time period that they have to rectify the situation.

COMMISSIONER ENNES: I agree.

COMMISSIONER GREEN: I agree. Now, Jim, you represent the landlord here, right? You're the landlord?

MR. PLATT: I am not the landlord. I'm representing Dr. Meena, helping him.

COMMISSIONER GREEN: Okay, so the landlord doesn't know that if he allows a medical space, that there's more parking requirement?

MR. SCHMIDT: It's not a rental property, it's a condominium complex. So, each of the units are individually owned. There's a management company that oversees the site but it's not a landlord situation.

COMMISSIONER GREEN: That's your bad, because you didn't know. Okay, I'm just trying to figure out who's telling what to who.

COMMISSIONER CHERWIN: Well, that's the other issue we raised in the subcommittee, remember, which is we're not dealing with one property owner.

COMMISSIONER GREEN: That's right. That's right.

COMMISSIONER CHERWIN: That can sort of manage the parking. We're dealing with various rights of various owners who maybe think that they're entitled to certain amount of spaces.

COMMISSIONER GREEN: Right, I do remember that now, Jay. You're right.

COMMISSIONER CHERWIN: That was, if you look at, yes, that's my concern, because you have various unit owners here and the attached declaration that I saw did not include the full declaration that would explain how the parking rights are set forth.

COMMISSIONER GREEN: You're absolutely right.

COMMISSIONER CHERWIN: Well, thank you, Bruce. Wish my wife would say that to me, that's never happened.

COMMISSIONER GREEN: I'll call her and tell her.

COMMISSIONER ENNES: You're on the record, be careful.

CHAIRPERSON DAWSON: Any other comments, questions at this point?

COMMISSIONER LORENZINI: Just one question for Jake. Jake, now if they do get an easement for the 19 or 33 spots, did you have any vehicle to be notified if this goes away?

MR. SCHMIDT: Will the Village be notified?

COMMISSIONER LORENZINI: Yes.

MR. SCHMIDT: There is not a condition that requires notification, but that being said, they would effectively notify us because if there is an issue, we do hear from tenants of this property often, so we would know immediately if cars were being towed or if there was some type of other issue with vehicles spilling out into Sun Shui. Aside from knowing that the original agreement fell through, Staff did receive multiple complaints, both about vehicles being towed when the last agreement fell through, as well as being notified from tenants within the office complex that parking was tight. So, Staff does hear often about this property enough that we feel confident we would know if an issue arose again. But is there a condition that specifically requires it? No.

COMMISSIONER LORENZINI: Okay, thank you.

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COMMISSIONER CHERWIN: Sun Shui would not be shy about letting us know that the agreement no longer exists.

MR. SCHMIDT: We would hear either from them or we would hear from owners within the office complex.

COMMISSIONER ENNES: Are these 19 spaces designated so there's 19 specific spaces, they'd be marked up some way or no?

MR. PLATT: They are designated by the agreement, you know, as to which ones are being used. They're typically closest to the medical offices, as close so you eliminate the excessive walking for whomever is using it, yes.

I think it's also worth noting that in the survey we did, 84 percent of the time through all the surveys we did, 84 percent of the time the number of cars that were parking there were manageable within the 88 spaces that the Season owns. So, 84 percent of the time, we never had a need even to use those parking spaces. The peak time we had only occurred three percent of the time.

COMMISSIONER ENNES: There's no barrier between the Sun Shui spots and the condo association?

MR. PLATT: No.

COMMISSIONER ENNES: No fence or anything?

MR. PLATT: No.

COMMISSIONER ENNES: Pavings even? No, okay. So, I see that the lease appears, it's a gross lease. Sun Shui would pay the real estate taxes and everything on the property?

MR. PLATT: Yes.

COMMISSIONER ENNES: Okay.

CHAIRPERSON DAWSON: Commissioner Warskow, did you have more comments?

COMMISSIONER WARSKOW: No. I mean, I guess I feel for the visitors to the Office Center if there is no signage or anything, no wall, anything to let them know that they're potentially going to be towed. I don't know what it is the Village can do to help or to rectify that situation, but I think that's really poor at this point.

MR. PLATT: I think that we can kind of address the towing situation. That was really an isolated period.

DR. BARSOUM: So, for the entire time I've been there, we've had a handshake agreement with the owners there to utilize certain shared parking spaces that we would use during our peak hours and then they could use hours during their peak hours. It was a handshake agreement. There was no lease involved. There was no financial component to it.

Sun Shui went through a management change. They hired partners of some sort, and it was when those partners came on that this towing started out of nowhere. So, we had, you know, a decade plus of, you know, shared understood use and then all of a sudden cars are being towed. So, that triggered this discussion with them, and I think now having a physical lease with them and a financial component, we've, you know, coincided very, very happily since June, since this happened. So, I don't foresee that becoming an issue.

COMMISSIONER WARSKOW: Okay, appreciate that. That's it.

CHAIRPERSON DAWSON: Okay, so at this time we'll open up for public commentary. Go ahead and take a seat. I don't know if there will be any, but we will see.

Okay, so we're opening up for public commentary. Is there anyone in

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the audience who has comments or questions?

(No response.)

CHAIRPERSON DAWSON: No? No. Well, look at that. All right, we're closing public commentary. So, we have a bit of a pickle on our hands. Where do we want to go?

COMMISSIONER CHERWIN: Could I ask a question? Maybe this is to Jake. So, the 19, and maybe I was looking at the site map when you said this, so I apologize if you've clarified it and I missed it, but the 19 spaces to the 33, Jake, the current agreement is, I have to pull it up again, is for 19? Because in the outline it looks like it's 19. The yellow looks like it's 19 but the lease agreement says, let's see, 33.

MR. SCHMIDT: Correct.

COMMISSIONER CHERWIN: I'm not like seeing where the yellow spaces in the site plan match up with the 33 in the lease. Am I missing that?

MR. SCHMIDT: The site plan provided by the Petitioner was just to illustrate the striping on the two sites. That site plan was from 2013, so the 19 spaces that were included in that agreement are identified on that site plan. As far as the remaining 14 that come to the total of 33, Staff isn't clear on where exactly those would be located. We don't typically ask Petitioners where their off-site parking spaces are.

COMMISSIONER CHERWIN: Got you.

MR. SCHMIDT: We look for the number, and trust the two parties to work out an appropriate place for those vehicles to park.

COMMISSIONER CHERWIN: Okay, so you know, the agreement is for 33 spaces generally. All right, so I guess I would be inclined to, you know, they're not going to get number one. I would be inclined just for, communicating with my fellow Commissioners, to include two, three and four, and then the modification we talked about in two which would be I would say a minimum of 33 spaces, and if that goes away, then what I talked about before.

COMMISSIONER GREEN: Should we put the time, too?

COMMISSIONER WARSKOW: Yes, I think we have to.

COMMISSIONER CHERWIN: Yes.

COMMISSIONER GREEN: How do you --

CHAIRPERSON DAWSON: Well, I have some questions. Could you go back to the parking chart? There's a vacant property on the land, right? 143?

MR. SCHMIDT: Correct.

CHAIRPERSON DAWSON: Is vacant.

COMMISSIONER CHERWIN: Unit.

CHAIRPERSON DAWSON: Right. So, right there is 16 spaces that, how long has that been vacant, do you know? Could you maybe come back up to, oh, I don't know, not you. I don't know who you are, sorry.

DR. BARSOUM: It's been vacant since 2007 when the facility was built.

CHAIRPERSON DAWSON: Okay, so that's 16 spaces and yet we've still had overflow problems, right? So, the property that you bought, it was next door to you?

DR. BARSOUM: Right.

CHAIRPERSON DAWSON: Was it occupied prior to you buying it?

DR. BARSOUM: Yes.

CHAIRPERSON DAWSON: So, what was it, office space or was it medical?

DR. BARSOUM: It was Home Healthcare who moved to 139.

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CHAIRPERSON DAWSON: Okay, and so Home Healthcare is office space?

DR. BARSOUM: Office space, right.

CHAIRPERSON DAWSON: Right, it's not really medical. So, they're rated at a different ratio, but still I could see why the average business owner who owns a condo is just buying next door thinking, well, they have parking, I have parking, why should this be an issue, right? So, I sympathize with you. That being said, we've got to sympathize with Sun Shui because that's their parking lot, right?

What happens when Unit 143 is sold? Because theoretically, they could have 16 or if we did it to, what would it be at a one to 100? I don't do math.

COMMISSIONER GREEN: 27.

CHAIRPERSON DAWSON: Thank you.

MR. SCHMIDT: Staff did account for that within their parking demand estimates, applying those 16 spaces to the peak counts observed by Staff and the Petitioner.

CHAIRPERSON DAWSON: But how would we know?

MR. SCHMIDT: That's what we generally anticipate, what Village Code anticipates for a general office user of that size.

COMMISSIONER GREEN: But it could be --

CHAIRPERSON DAWSON: But how would we know? How would we know? Because we've had it happen before, right, where people just move into a space and they don't apply for the business license that they're supposed to. Maybe they don't need, I don't know if this is built out, but maybe they don't need a building permit because that's usually where we catch it, right, the building permit request. But at that point, this individual has purchased, this business has purchased this space thinking, right?

COMMISSIONER GREEN: Right.

CHAIRPERSON DAWSON: So, but we've got a condo and we have a management association. I mean, it's a pickle and I don't know who created the pickle. Did the Village create the pickle in allowing this to be built? You know, I mean, truthfully, right, because we knew when it was built how many condos there were and we allow for a certain amount of parking and we didn't anticipate that it was all going to go medical. I think that's really where the issue becomes, right? But we have no controls over that.

COMMISSIONER CHERWIN: Chair Dawson, I mean, I agree with you that, if you look at the minutes in the subcommittee, that was kind of what I had said. You know, the owners of the vacant spaces are the people that need to be at the meeting because they are the owners, not just the management company but the owners. They're the ones that ultimately are going to be in the pickle.

CHAIRPERSON DAWSON: Right, how are they going to sell that?

COMMISSIONER CHERWIN: I don't see, I don't know if there are any vacant owners in the audience here but that was my recommendation to the Petitioner.

CHAIRPERSON DAWSON: Have you had any, I'm sorry, the public commentary is closed, so unfortunately we can't call you up. Have you had any communications with the management company or any of these kind of discussions?

MR. SCHMIDT: All my conversations have been through Jim. However, the individual in the audience that was gesturing is the owner of that other unit.

CHAIRPERSON DAWSON: Okay, but is he testifying on their behalf? Can I call him up for that? Because if I can't, public commentary is closed.

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MR. SCHMIDT: If you swear him in to testify on his behalf, you're welcome to.

CHAIRPERSON DAWSON: Okay, if you're willing to be sworn in and be part of the testimony as opposed to just public commentary, you may come up, but you're not required to. I'm just, if you want to say something, then I need you to come.

MR. AKMAKJIAN: I just wanted to, if I can clarify anything, I'm just trying to help.

CHAIRPERSON DAWSON: No, no, no. Sure, for sure. I just need you to come up.

MR. AKMAKJIAN: My name is Sam Akmakjian.  
(Witness sworn.)

CHAIRPERSON DAWSON: Thank you. Okay, so you own Unit 143?

MR. AKMAKJIAN: I do, yes. I actually own a couple of the other units also.

CHAIRPERSON DAWSON: Okay.

MR. AKMAKJIAN: And you know, the parking obviously is an issue but, you know, I don't know what the answer is myself. You know, it is --

CHAIRPERSON DAWSON: Well, I guess my question will be, to you, is how --

MR. AKMAKJIAN: And I don't know that we actually have accurate even parking spaces.

CHAIRPERSON DAWSON: Parking counts?

MR. AKMAKJIAN: Do you have the actual number of spaces in the drawing that you just showed us that you're counting in your count?

MR. SCHMIDT: Yes, 88 spaces are on site.

MR. AKMAKJIAN: Right, where are you showing that?

MR. SCHMIDT: I don't have the diagram that was provided but it was included in the agenda packet and it outlines all the location that's there.

MR. AKMAKJIAN: Okay, but do you know that there is a recorded easement that provides for some parking on Sun Shui? I don't think anyone brought that up yet.

CHAIRPERSON DAWSON: If there is one, we don't know about one.

MR. AKMAKJIAN: I mean, so --

COMMISSIONER CHERWIN: In favor of who I guess would be my question.

CHAIRPERSON DAWSON: Sure.

MR. AKMAKJIAN: I'm sorry, what's that?

CHAIRPERSON DAWSON: Are you saying it's in favor of the management company of this building?

MR. AKMAKJIAN: Yes, in favor of us. It's the back row by the wall over there. I don't know if you can see where the L kind of goes out. I believe there's 10 spaces there. Now, was that in the count?

MR. SCHMIDT: The count includes just the on-site spaces within the boundaries of the offices on the property. We didn't receive any documents that showed any perpetual parking easement on the Sun Shui property.

MR. AKMAKJIAN: We developed the property originally.

MR. SCHMIDT: We saw --

CHAIRPERSON DAWSON: Oh, you were the developer?

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MR. AKMAKJIAN: Yes.

CHAIRPERSON DAWSON: Oh, okay, interesting.

MR. AKMAKJIAN: And so, you know, there is a recorded easement for some additional parking but, you know, it still leaves us short and that is a concern. Obviously, I have a concern, I'd like to eventually rent out, you know, the vacant unit.

CHAIRPERSON DAWSON: Yes.

MR. AKMAKJIAN: And so, you know, I just don't know how accurate your parking count is I guess. We do have about I believe 17 spaces that were on a recorded easement with the restaurant.

CHAIRPERSON DAWSON: Okay, so because that's not in the record at this time, we really can't consider that. However, this is just a recommending body. So, whatever happens here, you go to another stage, you can bring that information in. You know, whether we approve it, deny it, what have you, you can bring that. I would say we need that.

MR. AKMAKJIAN: Right.

CHAIRPERSON DAWSON: 10 to 17 is a really big difference in this, but it will make a difference.

MR. AKMAKJIAN: And the other issue that I wanted to reiterate, what Jim was saying was, you know, 84-85 percent of the time, you know, half the parking spaces are being used. It's only very few hours where the peak use is beginning to be an impact.

CHAIRPERSON DAWSON: Sure, but you are impacting on neighbors' business.

MR. AKMAKJIAN: Right, absolutely.

CHAIRPERSON DAWSON: And that was to be considered. That's part of our requirement.

MR. AKMAKJIAN: And we've tried to come up with a more permanent solution than, you know, obviously as was mentioned earlier, Sun Shui is not going to sign a perpetuity lease agreement.

CHAIRPERSON DAWSON: Sure. I'm just more concerned about your vacant space. I don't see, if it has to come through this Commission in any way, shape or form, even if it just gets stopped at Staff, I don't see how there would be any approval. You don't have any parking left to rent that space out because that is --

MR. AKMAKJIAN: I mean, I would expect that I'd be at least able to rent it out for business, right, without medical?

CHAIRPERSON DAWSON: There's still a parking ratio and there's no parking left over.

COMMISSIONER WARSKOW: Well, they're allotting the 16 spaces.

COMMISSIONER GREEN: They're allowing 16 spaces for business use.

CHAIRPERSON DAWSON: Sure, they are. But we're giving a variance. Even with those 16 spaces not being used --

COMMISSIONER GREEN: That's why they've got to get the --

CHAIRPERSON DAWSON: We still need more, right? That's what I'm saying.

COMMISSIONER GREEN: They need 33. If they don't have the 33, then the 16 is nothing.

CHAIRPERSON DAWSON: Right. Right, that's, yes.

COMMISSIONER CHERWIN: Chair Dawson, could I ask the witness here?

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You said those hours, the peak load, I mean, I did see it in the report but what are those hours during the day where it's at peak load where it's --

MR. AKMAKJIAN: I think, Jim, you did the survey on that. I think you'd --

CHAIRPERSON DAWSON: My guess would be when we're at dinnertime, right? Jim, do you want to come up?

COMMISSIONER WARSKOW: 10:00 to 2:00. I think the peaks where we're at the higher counts were --

CHAIRPERSON DAWSON: Oh, the peak is 10:00 to 2:00? Oh, lunchtime.

MR. PLATT: Actually earlier in the day.

MR. AKMAKJIAN: Lunchtime.

CHAIRPERSON DAWSON: Lunchtime, yes. That makes sense.

MR. PLATT: Typically Monday, Wednesday, and ironically on Monday Sun Shui is closed.

CHAIRPERSON DAWSON: Interesting.

MR. AKMAKJIAN: And I think they're closed for lunch now, too, aren't they?

MR. PLATT: Yes.

MR. AKMAKJIAN: They're closed for lunch currently.

MR. PLATT: So, they'd not even opened during that period.

CHAIRPERSON DAWSON: Oh, Sun Shui isn't even open at lunch?

MR. PLATT: Yes, they used to be open for lunch, and during COVID they closed lunch and they haven't opened up for lunch since then, as far as I know. I don't know if they just recently opened or not, but as of like two, three months ago, I know that they weren't open for lunch.

CHAIRPERSON DAWSON: But they could reopen at any time.

MR. PLATT: Correct.

CHAIRPERSON DAWSON: Okay, okay. Again, it's a pickle, right? I mean, I feel for all parties involved here. I really genuinely do, and I want to see what we can come up with as a solution.

COMMISSIONER ENNES: Is there any signage in the lot telling customers of the tenants in the condo association that they can park in any of those spots there?

MR. PLATT: Well, I think some new signage has come up with this new signed agreement. The management company has put up signs to let people know that it's safe to park there, that that's permissible.

COMMISSIONER ENNES: And if there's --

MR. AKMAKJIAN: And more importantly, we've, as an association, asked the owners to let their employees know that that's where they should be parking.

COMMISSIONER ENNES: Okay, makes sense.

MR. AKMAKJIAN: We're trying to get our employees to park farther away obviously.

COMMISSIONER ENNES: Sure.

MR. AKMAKJIAN: So, that the patients and customers can have the better access.

COMMISSIONER ENNES: And if there's a parking easement recorded on the Sun Shui property, it would really behoove you to get that before the Village Board. If that's something you as the developer had or, it's got to be recorded somewhere. It's an easement.

MR. AKMAKJIAN: Oh, the original easement?

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CHAIRPERSON DAWSON: The easement.

COMMISSIONER ENNES: Yes.

MR. AKMAKJIAN: I do have that document. I think the Village should have it when we developed the property.

COMMISSIONER ENNES: Probably, but they wouldn't have known to go look for it.

MR. SCHMIDT: The document we reviewed showed access easements and utility easements but didn't note anything about parking. If there is a separate parking easement or document, we'd be happy to review it. That being said, if it was for up to 19 spaces, there's still a deficit at the site. Essentially, we're reviewing it as if those 19 spaces were included as part of the subject property. So, that's just a note for the Plan Commission's consideration.

CHAIRPERSON DAWSON: We've been through this before.

COMMISSIONER ENNES: Yes.

CHAIRPERSON DAWSON: What did we do last time? We made someone go out and get a lease.

COMMISSIONER GREEN: When we did this originally.

CHAIRPERSON DAWSON: No, but we did this, remember when we did this on the south side?

COMMISSIONER GREEN: When we subdivided this.

CHAIRPERSON DAWSON: On the south end, there was somebody who needed parking.

COMMISSIONER ENNES: The medical building?

CHAIRPERSON DAWSON: I don't think it was medical. Wasn't it a, I might be, I mean, how many years and how many --

COMMISSIONER WARSKOW: I do remember but I think it was business, yes.

CHAIRPERSON DAWSON: But we made someone, it was down by the CTA, whatever, we made, was it the hotel? It was the hotel.

COMMISSIONER GREEN: The hotel.

CHAIRPERSON DAWSON: We made them go get a lease agreement.

COMMISSIONER ENNES: The same thing with the medical building that I'm thinking of on Arlington Heights Road. They had signed leases with a shopping center and were shuttling people back and forth. They also had a signed lease with a funeral home.

CHAIRPERSON DAWSON: I think there was a backup plan. I mean, I think at the end of the day, the lease that I'm thinking of wasn't in perpetuity, but there was a backup plan. Here we don't even have a backup plan.

MR. SCHMIDT: I'm not familiar with the project you're referencing, but I do remember the one Terry is referencing.

CHAIRPERSON DAWSON: It's the Crystal, I don't know if maybe it was before the Crystal, it used to be the --

COMMISSIONER ENNES: The hotel, the banquet hall.

CHAIRPERSON DAWSON: Banquet hall and now it's a hotel. It might have gone before you.

MR. SCHMIDT: European Crystal?

COMMISSIONER ENNES: Right.

CHAIRPERSON DAWSON: Right, exactly, yes.

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MR. SCHMIDT: I don't recall the specifics of the European Crystal project, but the Arlington Heights Road project, that was an existing office building that went fully medical. One of the tenants had secured agreements with a church down the road as well as a funeral home next door. They were shuttling employees to and from the church site, and also having some park over on the funeral home site.

COMMISSIONER ENNES: And the tenant vacated their lease because they were leased medical space and it isn't zoned medical.

MR. SCHMIDT: They didn't have the code-required parking to provide solely medical.

COMMISSIONER ENNES: Correct, correct.

CHAIRPERSON DAWSON: And then I think the biggest problem we have here is that if we go forward and then we lose the parking which we can, then there's no, we can't go in and, are we going to pull their permit, you know, to operate? I mean, that's not something the Village usually does.

MR. SCHMIDT: No, our approach wouldn't be to require them to vacate immediately.

CHAIRPERSON DAWSON: Right.

MR. SCHMIDT: It would just be when there's turnover, it can only be sold to or reoccupied by general office.

CHAIRPERSON DAWSON: Which again we're not catching that. To me that's the problem is you don't know, the person, whoever buys it has no reason to know that this is an issue. They're not going to, they might look at, they'll look at whether or not it's zoned, but they're not going to look through Plan Commission and Village Board agendas to --

COMMISSIONER ENNES: Yes.

CHAIRPERSON DAWSON: Right? I mean, there's, so we're going to get an unsuspecting buyer just like we have here. We have an unsuspecting buyer who thought, oh, I'll just go next door or what have you and it will be fine, and it's not, right?

COMMISSIONER ENNES: Right. Look, there's all these medical users, I can move in there.

CHAIRPERSON DAWSON: Right, right. I don't, I mean, so I guess, yes, I mean, I'm really stuck. I am stuck. I'd love for there to be a backup plan. Has there been any backup plan considered?

MR. PLATT: Yes.

CHAIRPERSON DAWSON: Oh, good, yay. That might be the solution we need.

MR. PLATT: Yes, and Dr. Meena can address that. That's always been talked about because we know that obviously this is volatile, so we've got to have a backup.

DR. BARSOUM: So, the nature of my practice, obviously it's, when you zone something medical, you think the traditional outpatient hospital where there's 15 people coming in at once and waiting. We don't necessarily operate that way. So, when I, you know, purchased the unit next door, I did a very simple math. They had eight employees and they took eight parking spaces. We're adding four patients and no extra employees, so in theory it shouldn't create a burden. However, we have, you know, an ordinance as the thing we have to abide by.

So, my unit and my two spaces are adjacent to a FedEx building directly next door, and they have ample parking back there. They barely use maybe 10 percent

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of their spaces. I haven't approached them about leasing any of that parking because I haven't needed to since we have an agreement with Sun Shui, but that could become an additional, you know, 20 or 30 parking spaces that we can then lease from them for our practice to help, you know, offset some of the demand. So, that's my backup plan for that.

CHAIRPERSON DAWSON: Okay, so I would suggest that if, before you get to the next phase, maybe you have had a conversation with them just to see if that's option, right? Because that would be great information to have. I was also looking at this, it seems like there's a big empty lot back there. Is that right?

COMMISSIONER WARSKOW: On FedEx. Yes, I was looking at like couldn't that be turned into a parking lot?

CHAIRPERSON DAWSON: Right, like there's a, I don't know who owns that. I'm not solving your problem today at all. I'm not saying that if you did this or, you know, or this is easier or anything. I'm just saying a backup plan would really go a long way here.

MR. PLATT: I can tell you that the property to the north in the opposite direction is a carpeting/tile family-owned business, and they have space behind their property as well.

CHAIRPERSON DAWSON: Yes.

MR. PLATT: Them we have spoken with. I've spoken with them and they are open to a conversation. Again, those conversations we haven't pursued because the Sun Shui got solidified.

CHAIRPERSON DAWSON: Right.

MR. PLATT: So, we thought, okay, this is in place, we've got backups. There aren't really many other options than that because based on the property you're not going to run across Rand Road to do something. So, in reality, those are our options, where we're at and then either side of us, both of which have parking available or land available. So, those are very viable options.

CHAIRPERSON DAWSON: So, I would feel, I would tell you that if you'd come today with having those conversations, maybe an e-mail or an informal letter, something that says we're open to discussing, nothing committed, that would have eased a lot of my angst. Just hearing it makes me feel a lot better about the whole project.

I would suggest again before you go to the next phase, maybe have reached out, because then we know that if you lose the Sun Shui parking, we have another plan. You're right, there is property there, we don't know but there's property there that might be able to be accessed.

So, how about anybody else? Does that address it for everybody else?

COMMISSIONER ENNES: Are you thinking that we have them go and investigate those options and come back to us?

CHAIRPERSON DAWSON: No. No, no, no, no. I don't want to delay this. No, what I'm saying is that I'm --

COMMISSIONER ENNES: What's your timing to do this? Would this be a delay?

CHAIRPERSON DAWSON: Yes, I mean --

DR. BARSOUM: It's been six months, so we're hopefully getting this pushed forward. The only thing I would comment on is, as an association, as a board member, and Dr. Sam also is a board member, this is a topic we talk about regularly to solve for the entire project

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as a whole. We are actively looking for solutions, the land behind the carpet store, the land behind FedEx. However, as the purpose of this variance is specifically just for this small unit that I'm trying to expand into, our request obviously is to address that issue in a short-term while we work on a longer, you know, bigger term solution because we are all obviously incentivized to make sure that we have adequate parking for the customers and patients.

CHAIRPERSON DAWSON: Sure.

DR. BARSOUM: It's actively something that we look at at every board meeting once a quarter.

CHAIRPERSON DAWSON: Sure, and I appreciate that. Just appreciate from our perspective, this is the only time we have you here. Once we give approval, anything could happen. So, we just have to be careful, right? But I'm comfortable with the recommendation that I would approve this with adding to the recommendation or those conditions just saying that you would reach out and start discussions on alternatives. Not that you've secured it, not that you've had it, but that you've reached out to start a discussion on alternative solutions would make me feel very comfortable approving this and giving it, you know, my vote to go to the next phase.

MR. PLATT: We're agreeable to that as a condition. We're agreeable.

COMMISSIONER CHERWIN: Chair Dawson, are you saying that, so you're not saying like that that starts when the lease is terminated? You're saying right out of the get go they should have a backup, or are you saying like --

CHAIRPERSON DAWSON: Yes. We've done that before.

COMMISSIONER CHERWIN: Yes, you want to, or your condition would be like a good faith effort to secure a backup parking arrangement in the event of Sun Shui, so --

CHAIRPERSON DAWSON: Right.

COMMISSIONER CHERWIN: -- they have a burden to kind of put a backup plan in place but there's nothing hard and fast that requires that --

CHAIRPERSON DAWSON: And it could fall through, it could absolutely fall through, right.

COMMISSIONER CHERWIN: Also, based on my comment to Commissioner Green earlier, and I guess Commissioner Warskow's timeframe, would you also be on board if we said, well, you know, if the agreement falls apart they have to notify us? That would be another condition. Then if it gets pulled, then they have 120 days to find something substantially similar, or else the Village could then use some administrative review. If it's determined that it's not adequate based on no alternative agreement and no alternative in place, then the variation will essentially expire.

CHAIRPERSON DAWSON: And then they would just be operating in violation of the variation.

COMMISSIONER CHERWIN: They'd be operating in violation.

CHAIRPERSON DAWSON: Because we're not going to go police it, right?

COMMISSIONER CHERWIN: Right. Well, the Village will have some leeway to police it if it really becomes an issue, I think. But we're not going to say, okay, well, as of this date, you're out, you're going to move out. The Village may, if it's really bad, could do that if it's a violation of the zoning, or they would actually lose their violation.

So, conceptually, does that make sense?

CHAIRPERSON DAWSON: Yes, that makes sense to me. I think that we have to get rid of the 'maintain in perpetuity.' Then I guess my question to you, Jake, then are

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we, then do we have to make it a variation from the requirement? So, is there a, when you say we usually require perpetuity, is that an ordinance or is that just something that we like to see?

MR. SCHMIDT: That's just something we like to see.

CHAIRPERSON DAWSON: Okay, so we don't need a variation from that. So, we need to change number one so that it just says that an agreement to lease a minimum of 19 parking spaces shall be maintained --

COMMISSIONER CHERWIN: Chair Dawson, can I interrupt?

CHAIRPERSON DAWSON: Yes.

COMMISSIONER CHERWIN: I think one goes away. I'm going to propose a recommendation here and it will include removal of one, because I think two as modified will address the issue.

CHAIRPERSON DAWSON: Are you saying that because there already is a parking agreement in place?

COMMISSIONER CHERWIN: That's correct.

CHAIRPERSON DAWSON: Because it's signed and done so we really don't need them to go get one.

COMMISSIONER CHERWIN: That's correct.

CHAIRPERSON DAWSON: Okay, that makes sense to me. Okay.

COMMISSIONER CHERWIN: So, I would like to make a motion.

**A motion to recommend to the Village Board of Trustees approval of PC#22-014, an amendment to LUV Ordinance 13-005, and the following variation:**

- 1. A variation from Chapter 28, Section 10.4 (Schedule of Parking Requirements) to allow the provision of 107 parking spaces (88 on-site spaces, with 19 off-site spaces) where 139 spaces are required by code.**

**This recommendation is subject to the following:**

- 1. If the parking agreement with Sun Shui to lease a minimum of 33 parking spaces is discontinued, and the Petitioner does not secure substantially similar parking agreements as determined by Village at its sole discretion within 120 days after such discontinuance, then this variation may be terminated by the Village if, upon administrative review by the Village, the Village determines that the parking demand of the site is not adequately served by the property, and spaces within the Office Center shall only be re-tenanted with general office uses.**
- 2. The Petitioner shall install the two required bicycle parking spaces associated with their use no later than May 30, 2023, and the Village shall work with the property owner to install the remaining five required bicycle parking spaces.**
- 3. Three four-inch caliper shade trees were missing from islands within the parking lot. These trees should be installed no later than June 30, 2023.**
- 4. Petitioner shall notify Village within three business days of termination of the parking agreement with Sun Shui.**

CHAIRPERSON DAWSON: That's your motion?

COMMISSIONER CHERWIN: That's it.

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CHAIRPERSON DAWSON: Okay, do I have a second?

COMMISSIONER GREEN: I would second that.

CHAIRPERSON DAWSON: Okay, for me the only thing that was missing, but it's your motion, is the requirement that they start conversations. But I am happy, no, no, no, but as you were saying, I'm happy to simply include that in comments. I don't feel the need to re-motion what you just said. I couldn't even imagine re-saying that, so I'll just include that in comments.

COMMISSIONER CHERWIN: Okay.

CHAIRPERSON DAWSON: I'm very comfortable with that.

Do we have any other discussion? Oh, wait, I have one more thing I wanted to ask about. You go ahead.

COMMISSIONER ENNES: Don't we have to vote before we got to discussion?

CHAIRPERSON DAWSON: Oh, we have to vote.

Any discussion on the motion?

COMMISSIONER ENNES: I have a question, but I want to have it as a question after the motion.

CHAIRPERSON DAWSON: A question about what?

COMMISSIONER ENNES: About you said 33 parking spaces. The lease is for 19 parking spaces.

COMMISSIONER CHERWIN: That was for 33, that was --

MR. PLATT: It's for 33. 19 are the ones that are allowed.

COMMISSIONER ENNES: Okay, okay.

COMMISSIONER CHERWIN: So, I think we have a motion on the table and seconded by Commissioner Green; is that correct?

CHAIRPERSON DAWSON: Yes. I did have one discussion that I didn't raise before we went to motion. There was something about bicycle, two bicycle racks? Oh, here it is, it's in here. Oh, you included that.

The two required bicycle parking, I have a problem with, and I'm usually the big fan of bicycle parking, but I have a problem with making this owner put bicycle spaces in because the management association has failed to do so. It seems to me that that's what is going on.

Jake?

MR. SCHMIDT: They'd only be required to put in bicycle spaces for their exclusive use, two spaces for their tenant space is what the requirement is.

CHAIRPERSON DAWSON: What is two bicycle spaces?

MR. SCHMIDT: It's the minimum required for that --

CHAIRPERSON DAWSON: No, my point is do you get a two-bike rack?

COMMISSIONER WARSKOW: Yes.

CHAIRPERSON DAWSON: Like a bicycle rack for just two bicycles?

MR. SCHMIDT: It would be a u-shaped rack, and one goes on either side.

CHAIRPERSON DAWSON: Okay.

COMMISSIONER GREEN: Can't you just put a tree in and then chain to the tree?

CHAIRPERSON DAWSON: I guess all I'm saying is that it's because the management company didn't put it in that we're making him put it in, right?

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MR. SCHMIDT: I'm not sure if the bicycle ordinance was in place at the time this site was developed. With older sites, typically it wasn't put in because it wasn't required.

CHAIRPERSON DAWSON: There was something in your Staff report about that, about the management company.

MR. SCHMIDT: They did agree to put in the bicycle parking spaces, they just didn't specify in their statement how many and when they would install them.

CHAIRPERSON DAWSON: And when, right. So, the management company hasn't done what they're supposed to do, so now we're making him put in two bicycle racks.

DR. BARSOUM: So, as the owners in the facility, we've already voted in our last board meeting and we are going to pay to put the seven spaces in as soon as the weather allows, so in the spring.

CHAIRPERSON DAWSON: Okay, so if that happens, Jake, does that satisfy his, too?

MR. SCHMIDT: It does.

CHAIRPERSON DAWSON: He doesn't have to do seven plus two.

MR. SCHMIDT: Correct.

CHAIRPERSON DAWSON: Okay, and you're comfortable with the motion as presented with this on the record that you don't have to now have an additional two on top of the seven? Okay, that was my only other thing I had meant to bring up before we even got to motion and we got into the other thing.

Okay, any other commentary or we vote?

COMMISSIONER ENNES: Vote.

COMMISSIONER WARSKOW: Vote.

CHAIRPERSON DAWSON: All right, let's vote.

MR. SCHMIDT: Commissioner Ennes.

COMMISSIONER ENNES: Yes.

MR. SCHMIDT: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. SCHMIDT: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Yes.

MR. SCHMIDT: Commissioner Warskow.

COMMISSIONER WARSKOW: Yes.

MR. SCHMIDT: Commissioner Cherwin.

COMMISSIONER CHERWIN: Yes.

MR. SCHMIDT: Chair Dawson.

CHAIRPERSON DAWSON: Yes, with comment. I am the only comment, all right. So, again, now I have two comments. The first is that I again would like to see you, before the next phase, go out and start those conversations, not have to have anything secured but to have at least shown that you've started those backup conversations. The second, again I just want it on the record that I approve this with the understanding that the Petitioner is not being required to go out and put two bicycle parking spaces in on his own if the management company takes care of the seven. I just want to make sure that that has been clarified. Okay, that's it.

So, you've received a unanimous approval from us subject to these conditions of course. Again, a recommending body only. You need to then go to the Village Trustees, and Jake will work with you on the date for that. But congratulations!

## APPROVED

MR. PLATT: Thank you.

DR. BARSOUM: Thank you.

CHAIRPERSON DAWSON: Thank you for being a good resident and a good business of Arlington Heights.

DR. BARSOUM: Thank you.

CHAIRPERSON DAWSON: All right, so now we go to our next agenda item which is general public commentary. Do we have anyone in the audience who wants to come up and speak? Yes, please come.

All right, so as you know, we need you to state your name, spell your last name. If you're willing to give your address, that's fine, it's not required, and there is a limit of three minutes on your commentary.

### **GENERAL PUBLIC COMMENT**

MR. MOENS: My name is Keith Moens, I'm an Arlington Heights resident. This is just regarding a topic that's kind of surfaced here lately. It's about tear-downs. According to Design Commission, last year there was about 10 tear-downs in Arlington Heights. I think they've approved 10, which is pretty low actually for what we've seen before. It's kind of a low ebb.

This might be a good time to consider, from a Village standpoint, incorporating a policy or some regulation on tear-downs when the interest isn't so high like we saw back in the 90's when in the fever of it then you had realized something. This may be the time to come in and put in some policy and regulation to sort of, you know, negate the negative impact that tear-downs have in neighborhoods as far as flooding and aesthetics and size of the houses and the remaining house values and something like that.

So, it's just something that you may consider moving forward.

CHAIRPERSON DAWSON: Okay, thank you.

All right, any other items on the agenda?

MR. SCHMIDT: No.

CHAIRPERSON DAWSON: Okay, so do I have a motion to adjourn?

COMMISSIONER CHERWIN: Yes, you do.

COMMISSIONER GREEN: I'll second.

CHAIRPERSON DAWSON: All in favor?

(Chorus of ayes.)

CHAIRPERSON DAWSON: Any opposed?

(No response.)

CHAIRPERSON DAWSON: Okay, good night, everyone.

(Whereupon, at 8:31 p.m., the public hearing on the above-mentioned petition was adjourned.)