

## A G E N D A

REGULAR MEETING OF THE PLAN COMMISSION OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON WEDNESDAY, FEBRUARY 5, 2014 AT 7:00 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. OMNIBUS VOTE AGENDA
  - A. Waive Reading of Minutes (APPROVE)
  - B. Minutes - Regular Meeting December 4, 2013 (APPROVE)
  - C. Minutes - Village Board Meeting December 16, 2013 and January 13, 2014
4. PLAN COMMISSION DISCUSSION: Concept review of proposed PUD (625 Joliet). Develop a multi-use indoor soccer facility/ convention space with restaurant and banquet space, a cigar lounge, and Turkish bath spa facility.
5. PLAN COMMISSION DISCUSSION: Concept review of proposed PUD (6258 Kingery Highway). Develop an up-scale childcare/ preschool facility in a 1 story 8,465 square foot building, with two outdoor playgrounds.
6. PLAN COMMISSION DISCUSSION: Zoning Ordinance update.
7. VISITOR'S BUSINESS: (Comments are Restricted to Those Items on the Meeting Agenda and are Limited to Three Minutes Per Person)
8. COMMUNICATIONS
9. ADJOURNMENT

MINUTES OF THE SPECIAL MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, DECEMBER 4, 2013, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

Chairman Kopp called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Commissioners Soukup, Baker, Vice-Chairman Wagner and Chairman Kopp. Also present were Village Planner Jo Ellen Charlton, Building Inspector Roy Giuntoli and Secretary Joanne Prible. ABSENT: Commissioners Remkus, Buckley and Lacayo.

Commissioner Lacayo entered the meeting at 7:10.

3. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Regular Meeting October 2, 2013 (APPROVE)
- C. Minutes – Village Board Meeting October 14 and October 28, 2013

MOTION: Made by Commissioner Soukup seconded by Commissioner Wagner, to approve the Omnibus Vote Agenda.

4. PLAN COMMISSION CONSIDERATION: Waiver of certain requirements of 9-10-5(B) and acceptance of an easement to satisfy off-street parking requirements for the Willow Commons Shopping Center.

(SEE COURT REPORTER MINUTES)

MOTION: Made by Vice-Chairman Wagner, seconded by Commissioner Baker that based upon the request from the property owner, the Plan Commission recommends that the Village Board waive certain covenant requirements of Section 9-10-5(B) that require no further development on the lot, and accept provisions in the attached easement that define the use of the 129 existing parking spaces to meet the full parking requirements for the shopping center until such time as either party to the easement agreement exercises one of the triggers reducing the number of parking spaces.

ROLL CALL: AYES: Commissioners Lacayo, Soukup, Baker, Vice Chairman Wagner and Chairman Kopp. NAYS: None. ABSENT: Commissioners Buckley and Remkus.

MOTION DECLARED CARRIED

5. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 13-06: Special Use/Beyond the Stars Performing Arts Academy; Willow Commons Shopping Center, 305-341 75th Street

- A. PUBLIC HEARING
- B. DISCUSSION

(SEE COURT REPORTER MINUTES)

MOTION: Made by Vice-Chairman Wagner, seconded by Commissioner Soukup that based on the submitted petition and testimony presented, the special use for a 4,024 square foot commercial school in space 327 in the Willow Commons Shopping Center for Beyond the Stars Performing Arts Academy meets the standards for a special use as outlined in the staff report prepared for the December 4, 2013 Plan Commission meeting and deliberated by the Plan Commission; therefore I move that the Plan Commission recommend approval of PC 13-06 subject to the following conditions:

- 1. The special use granted herein only applies to the 4,024 square foot space in Space 327.
- 2. A "Fire Lane/No Waiting or Parking" sign shall be posted along the curb immediately in front of the Beyond the Stars school in a location recommended by the Village of Willowbrook.
- 3. The special use shall be null and void if construction of the proposed use is not commenced and a certificate of occupancy is not granted within eighteen (18) months of the date of any approval of the special use by the Village Board.

ROLL CALL: AYES: Commissioners Lacayo, Soukup, Baker, Vice Chairman Wagner and Chairman Kopp. NAYS: None. ABSENT: Commissioners Buckley and Remkus.

MOTION DECLARED CARRIED

6. VISITOR'S BUSINESS: (Comments are Limited to Three Minutes per Person)

None.

7. COMMUNICATIONS

The January Plan Commission meeting is scheduled for January 8, 2014.

8. ADJOURNMENT

MOTION: Made by Commissioner Wagner, seconded by Commissioner Soukup, to adjourn the regular meeting of the Plan Commission at the hour of 8:30 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ AND APPROVED,

\_\_\_\_\_, 2013

Minutes transcribed by Joanne Prible.

\_\_\_\_\_  
Chairman

1 STATE OF ILLINOIS )  
2 COUNTY OF DU PAGE ) SS:

3  
4 BEFORE THE PLAN COMMISSION  
VILLAGE OF WILLOWBROOK, ILLINOIS

5 IN RE: )  
6 WILLOW COMMONS SHOPPING CENTER )  
7 and ZONING HEARING CASE )  
NO. 13-06, )

8 REPORT OF PROCEEDINGS had at the Public  
9 Hearing in the above-entitled cause before the Plan  
10 Commission at the Village of Willowbrook Hall Board  
11 Room, 7760 Quincy Street, Willowbrook, Illinois, on the  
12 4th day of December, 2013, at 7:00 o'clock p.m.

13  
14 PRESENT:

15 PLAN COMMISSION:

- 16 Mr. Daniel J. Kopp, Chairman
- 17 Mr. John Wagner, Vice-Chairman
- 18 Mr. James F. Baker
- Mr. James Soukup
- Mr. Bernardo Lacayo
  
- 19 Ms. Jo Ellen Charlton, Village Planner
- 20 Mr. Roy Giuntoli, Building Inspector
- 21 Ms. Joanne Prible, Recording Secretary

22 \*\*\*\*\*

23  
24 REPORTED BY NICOLE M. BREYTSBRAAK, CSR, RPR, CBC, CRR.

1 (Whereupon the public meeting was  
2 called to order at 7:01 p.m.)

3 CHAIRMAN KOPP: Call to order the Special Meeting  
4 of the Plan Commission of the Village of Willowbrook  
5 and ask the Plan Commission secretary to call the roll.

6 MS. PRIBLE: Commissioner Lacayo is absent.

7 Commissioner Remkus is absent.

8 Commissioner Soukup.

9 MR. SOUKUP: Here.

10 MS. PRIBLE: Vice-Chairman Wagner.

11 MR. WAGNER: Here.

12 MS. PRIBLE: Commissioner Buckley is absent.

13 Commissioner Baker.

14 MR. BAKER: Here.

15 MS. PRIBLE: Chairman Kopp.

16 CHAIRMAN KOPP: Here.

17 MS. PRIBLE: Village Planner Jo Ellen Charlton.

18 MS. CHARLTON: Here.

19 MS. PRIBLE: Building Inspector Roy Giuntoli.

20 MR. GIUNTOLI: Here.

21 CHAIRMAN KOPP: Next item on the agenda is the  
22 omnibus vote agenda.

23 Would any of the members like any items  
24 removed from the omnibus vote agenda?

1                   If not, would someone make a motion to  
2 approve the omnibus vote agenda.

3           MR. SOUKUP: I move.

4           CHAIRMAN KOPP: Second?

5           MR. WAGNER: Second.

6           CHAIRMAN KOPP: All in favor say aye.

7           THE COMMISSION: Aye.

8           CHAIRMAN KOPP: It's approved.

9                   Next item on the agenda is the Plan  
10 Commission consideration of waiver of certain  
11 requirements of ordinance 9-10-5(B) and acceptance of  
12 an easement to satisfy off-street parking requirements  
13 for the Willow Commons Shopping Center.

14                   Jo Ellen, would you like to start?

15           MS. CHARLTON: Sure. Thank you.

16                   This request is being made at this time  
17 because the shopping center, Willow Commons, where  
18 Ashton Place is located wishes to execute a lease with  
19 a new tenant that requires a special use.

20                   Technically the off-site parking at the  
21 shopping center has never been officially acknowledged  
22 through our Zoning Code because when it was added as  
23 part of Ashton Place, that provision wasn't yet in the  
24 Code.

1                   We're coming to you at this time  
2                   because, obviously, we have this new use and before we  
3                   proceed with any other special uses in the center, we  
4                   need to acknowledge it.

5                   If you want to look at Page 2 of the  
6                   Staff Report that shows the aerial photograph of both  
7                   the shopping center, which is outlined in a bold line,  
8                   that shopping center itself contains 371 parking spaces  
9                   and there are 129 parking spaces in the adjoining lot  
10                  on the property to the west, which is shown bounded by  
11                  a dashed line.

12                  Again, kind of the history of this, I  
13                  think the shopping center operated pretty independently  
14                  from the adjoining parking for several years until  
15                  Ashton Place came in several years ago, and in response  
16                  to some parking issues at that time, the owner of the  
17                  Ashton Place business either purchased or had that  
18                  property and was able to construct the additional  
19                  parking on that lot to satisfy the additional parking  
20                  needs that were generated from going from a grocery  
21                  store, I think it was at that time, to the banquet  
22                  facility.

23                  Fast forward to some time late last year  
24                  or earlier this year, the owner of the Ashton Place

1 business decided to sell his business, and so the new  
2 owner of the property was working with the Village as  
3 well as the shopping center and still the owner of the  
4 old Ashton Place who still owns that vacant property  
5 with the other property on it to work out an agreement  
6 that they could continue to rely on that parking.  
7 Those early discussions we were talking about  
8 consolidating the property, subdividing, and doing all  
9 of the things that would be necessary to do that  
10 long-term assurance.

11 Several months have passed since that  
12 time and a number of issues have come up both in terms  
13 of timing and coordination that have made it difficult  
14 for that process to continue.

15 I think it will get done; it's just  
16 getting delayed. As you know, not that long ago we  
17 looked at another special use in this center for the  
18 Top Driver School, and, again, we were still working  
19 towards creating what needed to be done at that point,  
20 so we were willing to move forward.

21 At this point, though, we have been  
22 advised by our attorney that we really need to create  
23 something that shows an official acknowledgment of this  
24 parking as being associated with the shopping center.

1                   Way back in the beginning, the two  
2 owners, so that's the shopping center owner and the --  
3 Hynek, the owner of the parking lot to the west, did  
4 work out an easement agreement that provides the  
5 shopping center with access to all of those additional  
6 parking spaces.

7                   It's a pretty complex easement.

8                   (Mr. Lacayo present.)

9                   MS. CHARLTON: It discusses both existing parking  
10 on that vacant lot, and that's 129 spaces, which well  
11 takes care of any additional parking requirements that  
12 would be necessary for the shopping center. That  
13 easement agreement also discusses a modified parking  
14 lot, and that's to describe 38 parking spaces.

15                   Their reason in putting that together is  
16 that their expectation was that when the balance of  
17 that property were to be developed at some point in the  
18 future, they didn't think they were going to need all  
19 129 spaces, and the shopping center was expecting at  
20 that point to come to the Village and request a  
21 10 percent reduction in their parking requirement based  
22 on the various times that people use parking in that  
23 center, and that's permitted per our Code. So we kind  
24 of generally accepted that, but we haven't gotten to

1 that point yet, again, because they're still working  
2 through some of those details.

3 So our recommendation at this point and  
4 the recommendations of the attorney is that we go ahead  
5 and accept the easement with a waiver that allows us  
6 not to require any covenant on the property which would  
7 restrict development on the balance of the property.

8 Obviously when we were first talking  
9 about that and subdividing the property into two parts,  
10 the parking would have been on its own lot and the  
11 property front would have been on its own lot and he  
12 would have been free to market that to new development.  
13 Now since the property is not yet subdivided, we don't  
14 want to ask him to encumber the whole lot and say that  
15 we don't want to develop because we do want some  
16 development on the north end of the property at some  
17 point in the future.

18 So I do have a sample recommendation on  
19 the last page of the report that you can consider if  
20 you wish to support the recommendation. It does go  
21 through and suggest that the Plan Commission recommend  
22 approval and the Village Board waive the covenant  
23 requirements that are outlined in the Zoning Ordinance  
24 that require no further development on the lot and

1 accept the provisions in the attached easement that  
2 would define the use of all 129 parking spaces.  
3 They'll come back at a later date and do the shared  
4 parking concept.

5 The only other thing I wanted to add to  
6 that, and I did discuss this in the report, was that  
7 the condition that the parking lot on that western lot  
8 be re-striped. There is a picture of the existing  
9 condition of that parking lot and it's pretty hard to  
10 identify the locations of those spaces.

11 So, again, as I indicated in the staff  
12 report but didn't include it in the sample motion, we  
13 should add the condition that it be subject to the lot  
14 being re-striped prior to the issuance of a Certificate  
15 of Occupancy.

16 So if there's any questions at this  
17 time, I would be happy to answer them for you.

18 CHAIRMAN KOPP: I do have some questions.

19 MS. CHARLTON: Sure.

20 CHAIRMAN KOPP: And I read the easement.

21 The first thing I noticed was the  
22 129 spaces, ten are reserved for the owner of the  
23 western lot until a certain condition was satisfied,  
24 and I don't know if that's happened yet or not. If it

1 hasn't, shouldn't it be only 119 that are allocated to  
2 the shopping center because ten are reserved to the  
3 owner. I don't know why he kept them, but ten are  
4 reserved for him.

5 MS. CHARLTON: That's a valid comment, although,  
6 they're in need of a lot fewer than 119 spaces, but if  
7 we just say that in the recommendation, just change  
8 that 129 to 119, that makes sense.

9 CHAIRMAN KOPP: I have sort of a more fundamental  
10 issue, though.

11 MS. CHARLTON: Okay.

12 CHAIRMAN KOPP: The ordinance says, and you have  
13 it here, that it has to run with the land and it can't  
14 be released until two conditions are satisfied. The  
15 way this is written, it could be released tomorrow  
16 because the Village isn't a party to it, so it could be  
17 released tomorrow if the two -- if the two owners  
18 decided tomorrow that they were -- they were just going  
19 to change it or release it.

20 How do we know that's not going to  
21 happen?

22 MS. CHARLTON: If that were to happen, they would  
23 be in violation -- they'd have a zoning ordinance  
24 violation. How we would follow through on that exactly

1       isn't very clear.

2                       None of this has been clean, and part of  
3       that stems to the fact that the sale of that  
4       Ashton Place was happening fast and furious and the  
5       Village was in a position to try and make it happen.  
6       So rather than have them go through the process that  
7       they should have gone through at the time to make it  
8       happen, the Village decided to let them have the  
9       occupancy go through and we're trying to clean up  
10      exactly those kinds of issues.

11                   CHAIRMAN KOPP: This isn't cleaning it up.

12                   MS. CHARLTON: On paper it cleans it up from the  
13      zoning perspective.

14                   CHAIRMAN KOPP: I don't see how it does because --  
15      maybe, I didn't read this until this afternoon. I'm  
16      not sure about the Village attorney, but I'm not sure  
17      the easement agreement complies -- I understand the  
18      issue that they don't want to encumber the entire lot,  
19      but I don't think this easement agreement complies with  
20      the ordinance because, as I said, it can be released  
21      and the ordinance says the covenant shall not be  
22      released until such time until either one of the  
23      following occurs, and since the Village isn't a party  
24      to this -- by the way, this isn't -- those conditions

1 aren't in the easement either.

2 Sort of a related concern I have is --  
3 you did a good job explaining how the easement works  
4 and either one of the two parties to the easement  
5 can -- the word you used was trigger it -- so trigger  
6 it so the easement thing gets reduced to 38 spaces on  
7 the south part of the property and either one of them  
8 can do it.

9 So what's to stop -- again, I read it  
10 quickly -- after three years the owner of the western  
11 lot can require it. So what's to stop him who -- and  
12 he no longer has any interest in the shopping center,  
13 so what's to stop him from requiring the parking lot --  
14 requiring the shopping center owner to relocate the  
15 parking lot and making it 38 spaces, in which case  
16 we're short, and, yes, it would be a zoning violation  
17 but that's after you already put this tenant in there.  
18 What are we going to do in that situation?

19 MS. CHARLTON: It would be a Code enforcement  
20 issue, so they would either need to rectify it by  
21 coming back through and requesting a parking reduction  
22 that we talked about in the staff report, but in the  
23 end, you know, they're either paying a fee or looking  
24 for our alternate -- we're not going to kick any of the

1 tenants out.

2 CHAIRMAN KOPP: Right. So why --

3 MS. CHARLTON: It's going to continue to be an  
4 issue until it's taken care of.

5 CHAIRMAN KOPP: I find myself in an odd position  
6 because I'm probably the most pro development person on  
7 this Board, but I'm troubled by this.

8 MR. WAGNER: The way we had done it in the past in  
9 a couple of other communities, rather than getting into  
10 an easement, they insisted that it was simply a  
11 long-term lease over a number of parking spots that  
12 were defined by a legal description of the property  
13 and its location within one lot because they existed in  
14 that place and it was part of what the owners of the  
15 property had to present for the approval of the  
16 property, so they had a long-term lease offsite, which  
17 this is, and it was cleaner because you could look down  
18 the road 30 years and know that unless this building  
19 went away, this lease couldn't be terminated because  
20 they had to have the parking.

21 If this -- the concern I have with this  
22 is it seems like if something does go wrong, it creates  
23 a mess in the future that you can't correct. Sure, you  
24 can be in violation and you might have to pay a fine,

1 but how are you going to acquire land at that point to  
2 resolve the issue, and the likelihood -- I mean, the  
3 shopping center owner at that point is over the barrel.  
4 I mean, he has to have the property to get more parking  
5 but, yet, his feet could be held to the fire, if you  
6 will, and I would think it would be dangerous for them  
7 to enter into the agreement in a long-term fashion.

8           It seems like there's no link between  
9 the owners of the shopping center, the owners of the  
10 vacant land or the parking lot property, and the  
11 Village. It seems to me it has to be a three-party  
12 system instead of a two-party system. Unless they have  
13 long-term ownership in some fashion, either through  
14 lease or future purchase or whatever.

15           And the only other question I had was,  
16 and I didn't open the Zoning Ordinance, but I didn't  
17 think we had a zoning classification that allowed  
18 parking as a primary use on the property. I thought  
19 parking was always a secondary use. I'm wondering how  
20 we got an approval to put parking as a principal use on  
21 a property without, you know, as the principal use  
22 instead of a secondary use. So we're allowing parking  
23 or parking structures, essentially, to be on a lot as a  
24 primary use. So that was a concern that I had.

1           CHAIRMAN KOPP: That's a very good point.

2           MR. WAGNER: I didn't think we allowed it. I  
3 thought it was always --

4           CHAIRMAN KOPP: Right because of the whole boat  
5 thing.

6           MR. WAGNER: It's not that I object to it. I see  
7 a couple problems with it that could come back and bite  
8 us on another parcel.

9           MS. CHARLTON: That's a curious point because I'm  
10 not sure it's listed either as a permitted or a  
11 conditional use or a special use, but the parking  
12 provisions do clearly talk about providing the ability  
13 to approve offsite parking --

14          MR. WAGNER: Oh, no question.

15          MS. CHARLTON: -- which, if you're not going to --  
16 it's also trying to get you to set it up so nothing  
17 else can be on the lot, which would mean --

18          MR. WAGNER: I thought the approach was that it  
19 was -- the intent was for cross-usage of parking as  
20 opposed to parking as a principal use.

21          MS. CHARLTON: As a separate use.

22          MR. WAGNER: In other words, if you had two  
23 shopping centers or something together and there was an  
24 excess of parking for a use and you have a movie

1 theater at night and had a cross-use, now there's a  
2 principal use on both properties but it's not parking.

3 I thought the intent originally was for  
4 shared use as a concept as opposed to principal use.

5 MS. CHARLTON: Was that something that you -- were  
6 you part of this group when that provision for parking  
7 was done?

8 MR. WAGNER: We were representing an owner and we  
9 had to come up with a way to accomplish it with the  
10 Village.

11 CHAIRMAN KOPP: I think he's right, especially  
12 after the subdivision takes place -- if and when that  
13 subdivision takes place, that lot would just be  
14 parking.

15 MS. CHARLTON: The ultimate intent, and, again,  
16 these are all things that we never got to, was for a  
17 consolidation of the southern part of the parking on  
18 this lot to be consolidated with the shopping center so  
19 that it would be all on one lot and that we would have  
20 a frontage available for development.

21 MR. WAGNER: When this was originally done, wasn't  
22 the ownership the same?

23 MS. CHARLTON: No, it's never been the same.

24 CHAIRMAN KOPP: The tenant. The tenant of Ashton.

1           MR. WAGNER: Oh. But when it was originally done,  
2 when the shopping center was built and then there was a  
3 shortage in parking, didn't the owner of the  
4 development own the lot also and that's where the  
5 agreement came from?

6           MS. CHARLTON: This is the attorney for  
7 Len Blackman.

8           MR. JAROS: Tom Jaros. I represent Mr. Blackman.  
9 I actually drafted the easement.

10                         I can take you back a little bit.

11                         When Dominick's was there, there was  
12 plenty of parking. Ashton was a subtenant of  
13 Dominick's for 10, 15 years, something like that. When  
14 Ashton opened its banquet hall and said I need more  
15 parking, Hynek as an individual along with his sisters  
16 owned the lot next door. Hynek owned Ashton. Hynek  
17 says, I'll put the parking on mine. I'll pave it over.  
18 I don't know if he got a special use permit or not.

19                         We bought the center with the Ashton  
20 lease in place, and the agreement with Ashton was under  
21 the lease was as long as you're a tenant, you have to  
22 provide your own parking, and so Ashton said, Fine,  
23 I'll provide my own parking on my own lot. I don't  
24 know if he obtained a special use permit from the City

1 in order to maintain a sole use of parking on his lot.  
2 Didn't impact us really at that time buying the center.  
3 We had a happy tenant; we had a happy City.

4 When Dominick's -- we actually bought  
5 the Dominick's lease from Dominick's in order to take  
6 the sublease out of it, so we're now direct tenants  
7 with Ashton. Ashton decides to sell its business, and  
8 we approach it with, Fine, we'll consent to the sale of  
9 the business, we have a long-term lease with Ashton,  
10 we'll consent with the sale of the business as long as  
11 you allow the new tenant parking on the ancillary  
12 parking they've created. Believe me, we wish we could  
13 have bought it.

14 Dan, I know you're an attorney; I don't  
15 know if there's any other attorneys on the Board, but  
16 my client is an entity that can't own any other  
17 property under its current loan document called an SPE,  
18 so we couldn't just buy the land next door. We would  
19 have violated our \$7 million loan and been in  
20 foreclosure.

21 So we had to create a construct that  
22 gave us parking rights and perpetuity on that land but  
23 without owning it outright, okay, and Hynek wasn't  
24 willing to sell it to us at that time either, but he

1 wanted to sell the business and he wanted to give us  
2 the right to park, so we came up with the easement. As  
3 you can see, the easement is actually consent to buyer/  
4 lender, we had to go through an entire process with the  
5 lender to obtain the easement rights and to replace the  
6 tenant.

7 So the easement is actually in  
8 perpetuity. It lasts forever. It's as good as your  
9 30-year lease. I've seen lease parking as well. It's  
10 in perpetuity for 38 spaces for sure, never going away  
11 for 38 spaces. Right now its in perpetuity for 129  
12 until something triggers. The 38 spaces is based on  
13 the share parking analysis we have done and we haven't  
14 presented to the City in a formal way yet, but it  
15 wasn't just arbitrary. We're going to get to the 38  
16 spaces based on the use and the timing of all the  
17 different parking requirements. So with that, we have  
18 38 spaces until the end of time.

19 We also have a right to buy the dirt  
20 under that under a separate agreement and that contract  
21 still exists, it's just not triggered. The closing  
22 isn't triggered because we don't want to buy  
23 unsubdivided land. If that subdivision would have gone  
24 through, the easement would have evaporated and we

1 would have bought the back 38 spaces and he would have  
2 had the front. Actually, until he started  
3 construction, we would have been able to use the entire  
4 parking lot.

5 So, when you -- when we analyze what  
6 we're doing with the new tenant, we said, okay, that's  
7 a covenant that should satisfy the special use and I --  
8 frankly, I've had disagreements with your attorney as  
9 to whether it satisfies it. We chose the path of least  
10 resistance here, come before you and say, let's let  
11 this satisfy the covenant for the time being.

12 You're correct to point out that there's  
13 a possibility of convergence of facts in the future  
14 where we, I guess, voluntarily kind of commit suicide  
15 on parking. I've got a lease for -- how many thousand  
16 square feet is Ashton?

17 MR. BLACKMAN: 27,000 square feet.

18 MR. JAROS: We've got 27,000 square feet under a  
19 10-year lease that we're only one year into that  
20 requires us to have that parking for 38 spaces. If we  
21 release this easement, we just did away with the anchor  
22 tenant.

23 From a practical perspective, that  
24 causes us to fault under our loan as well, okay, if we

1 violate those kinds of leases.

2 So while it's theoretically possible  
3 that we could voluntarily relinquish the rights under  
4 the easement, it's really suicide for the anchor tenant  
5 because they won't be able to park. So, I guess, from  
6 a reality perspective, we don't view this as being  
7 something that we can give up at the risk of just  
8 having the City decide its Code against us because that  
9 causes significant issues for us.

10 CHAIRMAN KOPP: But you can't prevent the other  
11 guy from reducing you to 38 spaces after three years,  
12 right?

13 MR. JAROS: I believe he has to start  
14 construction. We have to -- after three years we have  
15 to pay him for the easement, maybe that's what you're  
16 thinking of.

17 He can trigger the right for us to buy  
18 the easement from him. Right now we have the easement  
19 of having agreed that we can switch the tenant. We  
20 have a purchase agreement to purchase the back lot  
21 within some period of time after formally subdivision.  
22 If it's not formally subdivided within three years, it  
23 can trigger and force us to write the check for the  
24 easement right. It's a couple hundred grand. We're

1 paying him real money for real easement rights because  
2 we understand that they encumber his property and  
3 affect valuation. So he can trigger the right to  
4 shrink the lot if he starts construction, but we don't  
5 view that real risk either because you're not going to  
6 allow the building permit until it's subdivided or  
7 until this lease is dealt with. And the easement  
8 encumbers the entirety of that lot if you read it.

9 CHAIRMAN KOPP: Right.

10 At any time after the third anniversary  
11 after the recordation of this agreement western parcel  
12 owner parking modification notice to the shopping and  
13 parcel owner shall complete the parking modification in  
14 accordance with the agreement.

15 MR. JAROS: Okay. You read it this morning. I  
16 probably read it 30 days ago.

17 CHAIRMAN KOPP: So they can trigger it.

18 MR. JAROS: I'll -- you're reading it, so I'm just  
19 going to say that was probably an accommodation that we  
20 made just because we figured after three years if we  
21 didn't have a subdivision, we would contract down.

22 So assuming they give that notice, the  
23 easement isn't going away, we do still have the  
24 easement on the 38. If you're seeing a convergence

1 of --

2 CHAIRMAN KOPP: Then you're short.

3 MR. JAROS: I don't know that we are. I  
4 understand where you're getting at which is if we  
5 contract down to 38 is there a problem. That's a  
6 question, okay, I don't know that that's a fact.

7 MR. BLACKMAN: Maybe I can make a comment on that.

8 Len Blackman and I am part of the  
9 ownership group of the center.

10 Prior to us arriving at 38, we had  
11 Walker Parking do a shared parking analysis of the  
12 tenants and we presented to the Village, and the shared  
13 parking analysis came up with the requirement of 25  
14 spaces. We felt that there might be a change of tenant  
15 profile in the future, so we required that we were  
16 going to buy the easement or the ground for 38 spaces,  
17 and that's what Jo Ellen is intimating that should we  
18 get a request for a parking modification two years from  
19 now to reduce to the 38, at that point we would  
20 initiate the shared parking analysis that we've already  
21 presented to the Village on two occasions, so that --  
22 it wasn't an arbitrary number, it was a number in  
23 excess of what we've presented to the Village as a  
24 number for shared parking analysis.

1           CHAIRMAN KOPP: I guess --

2           MR. BLACKMAN: I don't know if that answers your  
3 question.

4           CHAIRMAN KOPP: Yes.

5                     The leverage that we may have --  
6 Jo Ellen admitted we won't exercise, that if you're  
7 under parking, we're not going to close businesses  
8 down, so it just concerns me about approving in advance  
9 a situation that we as the Village have no control over  
10 and then the worst case happens and then we're going to  
11 tell whichever these nice ladies is with the new  
12 business, Sorry, you have to close because that's not  
13 going to happen.

14           MR. JAROS: We recognize that you're not going to  
15 have a lot of -- you're not really going to shut down  
16 businesses where people work and people play and all  
17 that, we get that, but from our standpoint not having a  
18 compliant property is problematic to the nth degree,  
19 from a financing perspective, from a sale perspective,  
20 we can't have a situation where we're trying to finance  
21 or even sell a property that you're saying is not  
22 compliant, so I hate to rely on reality, but we're  
23 sort -- my clients own equity as a backstop for what  
24 you want, but the fact is that if we're not compliant,

1 we have issues beyond your kicking tenants out.

2 Our loan is up in --

3 MR. BLACKMAN: January of 2015.

4 MR. JAROS: -- 2015. It's a CMBS loan, it can't  
5 be renewed; it's going to have to be replaced, it's a  
6 fact. We're going to be in that market in 2015 for a  
7 \$7, \$8 million loan and they're going to want to know  
8 if the zoning is compliant, and so we don't see it as a  
9 stopgap to say, Well, we're not complaint but the City  
10 is not going to do anything.

11 CHAIRMAN KOPP: How are you going to prove  
12 compliance, going to get a zoning endorsement?

13 MR. JAROS: With the special use permit, we're  
14 compliant on the current uses and anybody that would  
15 either buy it or finance it would have to know that we  
16 have this convergence of facts in the future.

17 CHAIRMAN KOPP: With the special use, does that  
18 mean that we're -- so you're compliant in that moment  
19 in time but then if the guy -- if the western owner  
20 decides to trigger this, you're not going to be in  
21 compliance anymore.

22 MR. JAROS: Well, I think -- I think the question  
23 that maybe we need to ask and answer is when are we  
24 going to get the 38 spaces approved. Is that what

1 we're really -- if there's a question about whether 38  
2 is enough or not -- once we establish perpetual rights  
3 that can't be modify, whether through covenant or  
4 easement or ownership, that should sell the issue of  
5 compliance on a more forward basis until we find a new  
6 tenant who has more parking and then we're back before  
7 you again. Okay.

8 But is that the question?

9 CHAIRMAN KOPP: Well, I didn't look at it for this  
10 context, but if the guy from the west triggers this and  
11 you're saying he won't be able to get a building permit  
12 or you won't be able to get a building permit, you have  
13 to build it, is it his problem? Is it a condition in  
14 the agreement that you're going to use the 129 spaces  
15 until you get the building permit?

16 MR. JAROS: I think you confused what I said.  
17 What I said was he can trigger it if he started  
18 construction and he can't start construction on his  
19 lot, practically speaking, until there's a subdivision  
20 and you grant building permits. You're hinting on just  
21 a three-year deadline. Three-year deadline, he has to  
22 give a notice and we'll need to draw a new curve and  
23 we'll need a building permit for that and all of that,  
24 but what's -- that's not -- I guess, I'm not

1 understanding your question. If he gives us the  
2 notice, we have to contract down to 38 spaces.

3 CHAIRMAN KOPP: Are we consenting to that?

4 MR. JAROS: I sure wish you would have, but we're  
5 not there.

6 CHAIRMAN KOPP: So then if that happens, you're  
7 going to be noncompliant, so you're compliant but  
8 you've got this condition subsequent that could knock  
9 into noncompliant.

10 MS. CHARLTON: I think technically there's a lot  
11 of things that need to happen and we're not sure when  
12 they'll all happen, but the intent is to fix these  
13 things when it does happen.

14 In the situation that you're talking  
15 about -- well, technically I think he could trigger  
16 that in less than the 30 days but it really makes no  
17 sense for him to do that until he needs something else  
18 to happen on the property.

19 Right now, if I understand it correctly,  
20 I don't think he's getting paid because the subdivision  
21 isn't occurring, so he's trying to get the subdivision  
22 to occur but it has questions and issues with the  
23 Village requirements for the water main, for example.  
24 Once those things get worked out and he comes to some

1 understanding or has a deal on the property where the  
2 front of it is going to develop, he will then need to  
3 approach us for a subdivision and approval of that  
4 development, which will include his property because  
5 it's part of that same lot.

6 CHAIRMAN KOPP: Does he need to get a subdivision  
7 to sell you -- since you're --

8 MR. JAROS: We don't want to buy his whole lot --

9 CHAIRMAN KOPP: You could just buy the parking  
10 lot.

11 MR. WAGNER: Why not buy it by meets and bounds,  
12 why does it have to be subdivided?

13 CHAIRMAN KOPP: You're adjoining --

14 MS. CHARLTON: That's a violation of our  
15 subdivision rights.

16 MR. JAROS: I think the Plat Act --

17 CHAIRMAN KOPP: The Plat Act allows for adjoining  
18 owners.

19 MR. JAROS: Technically speaking, again, it's two  
20 different people because of our loan.

21 CHAIRMAN KOPP: I agree it would have to be --

22 MR. JAROS: Yes. I agree with you that we could  
23 buy a meets and bounds sort of legal description of  
24 that. That's not how we decided to do it with Hynek

1 because, frankly, we were down the road on the  
2 subdivision, we didn't see really any impediments to  
3 it, so we sort of said this is going to happen within  
4 the next six months, let's not overwrought the  
5 easements. Honestly, that's what we thought.

6 CHAIRMAN KOPP: What are the impediments to the  
7 subdivision?

8 MR. JAROS: At this point there's an issue about  
9 who is going to pay for sewage improvements along the  
10 frontage. It's a couple hundred grand.

11 MS. CHARLTON: Water main.

12 MR. JAROS: Water.

13 Our agreement with Hynek is -- it's an  
14 issue that came up during the subdivision process. It  
15 came up after the drafting of our purchase agreement  
16 and, quite frankly, there's an issue of who -- who  
17 should pay for that.

18 CHAIRMAN KOPP: Okay. So if that's gets resolved  
19 and you're going to subdivide it and then have an  
20 affiliate of the shopping center owner is going to buy  
21 the parking, the 38 spaces.

22 MR. JAROS: Right. When we refinance our loan,  
23 we'll combine the ownership of it and it will just  
24 merge. It's same ownership on each side, so it will

1 just comply.

2 But the fact is that I think even at  
3 that point we still have an issue of the 38 spaces and  
4 the shared parking, so I'm trying to identify for you  
5 and for us when that becomes an issue.

6 MR. WAGNER: Isn't that -- I hate to interrupt,  
7 but I hear the discussion going on about easement and  
8 clearly there's some issues here, but I think you have  
9 to back up for a moment, unless I read this wrong.

10 Isn't the current deficit with the  
11 current uses 58.654 spaces --

12 MS. CHARLTON: Uh-huh.

13 MR. WAGNER: -- according to the zoning ordinance?

14 Clearly I can understand if you came in  
15 and owned all this parking and you owned the 38 spaces  
16 and you came in for a special use or an approval for  
17 this tenant. The question would come up, Well, do you  
18 meet the parking requirements for this? And the  
19 answer, according to this, at least in front of me on  
20 Page 2 of Jo Ellen's report is that 58 -- let's call it  
21 59 are required, but we're still talking about 38.

22 I understand what cross-usage is and  
23 maybe off-hour tenants and maybe there could be a  
24 reduction granted in that based on a traffic study or

1 parking study, use study, but, yet, we're still talking  
2 about something that could trigger down to 38, which  
3 still doesn't meet the ordinance, and -- it's like  
4 we're backing into something in a very strange way to  
5 correct something and I'm not sure it's correcting  
6 anything.

7 MS. CHARLTON: It's a tough situation because  
8 without some kind of an acknowledgment, we really are  
9 in a position where the new tenant requesting the  
10 Special Use basically needs a variation.

11 MR. WAGNER: Don't get me wrong. I'm not opposed  
12 to this and clearly the situation needs to be resolved,  
13 but, yet, it doesn't seem to meet any requirement that  
14 we would normally speak to and be presented information  
15 on a zoning matter. It seems like we're trying to  
16 correct something, but, yet, we're not quite sure what  
17 we're correcting, and I would say could we back into  
18 this for a moment a little further.

19 Clearly this parking was put on this  
20 property and there was a vacant parcel or part of  
21 parcel on the edge of 75th Street to accommodate a  
22 building, and the question is, if there's 121 spaces or  
23 whatever it is on the parcel, how many square feet of  
24 property -- how many square feet of building would be

1 allowed to be built if this is triggered. So 38 go to  
2 the shopping center, there's roughly 60 or 70 left,  
3 what does that accommodate for a building that might  
4 get triggered in three years? Are we going to run into  
5 an issue when he comes in for a building permit --

6 MR. JAROS: I think his building doesn't use the  
7 existing parking. He's going to rip up the existing  
8 parking and put the building where it's at and there  
9 will be parking on other parts of the lot.

10 MR. WAGNER: When you look at that picture, you  
11 can clearly see that the front of the lot was left --

12 MR. JAROS: If I can approach.

13 The subdivision actually is right here.  
14 His building is up front here and there's parking on  
15 the schematic.

16 MR. WAGNER: On the side.

17 MR. JAROS: He's got a lot of utilities where the  
18 parking lot is right now.

19 MR. WAGNER: The question is -- and that's fine,  
20 you can lay it out any way you want, the point is:  
21 Will he be able to support his building with his new  
22 parking layout and still give them 38 spaces but yet  
23 the 38 spaces doesn't meet the requirement of the  
24 zoning for the uses they have today. That's where I'm

1 having the problem with this.

2 MS. CHARLTON: The 38 spaces relies on a future  
3 acceptance of the shared parking 10 percent reduction.

4 MR. WAGNER: Uh-huh.

5 MS. CHARLTON: We have looked at that and  
6 generally had agreed to it and accepted it, but we  
7 didn't feel like it was the right time to do it because  
8 we're still trying to massage and maneuver this into  
9 the correct process.

10 In the meantime --

11 MR. LACAYO: Sorry to interrupt.

12 The point is there's a deficit of 59.  
13 Even with the 38, we're still not compliant. I'll ask  
14 the question differently. Is this a long-term  
15 solution?

16 MS. CHARLTON: Not a long-term solution.

17 CHAIRMAN KOPP: I see that we're going to be  
18 dealing with this a few more times.

19 MS. CHARLTON: You will be. At least twice,  
20 probably.

21 MR. LACAYO: We've gotten here in a messy way and  
22 we're going to continue the messiness and it's not a  
23 long-term. Like our chairman, I'm pro development, but  
24 I'm not into kicking things down the road.

1           MR. JAROS: The function of the messiness is the  
2 construct is the tenant owned the land next door, it  
3 wasn't the shopping center owner that owned it.

4           The second component of this is we're  
5 being driven by the tenant at this point, a tenant that  
6 we want and a tenant that's good for the center. In a  
7 perfect world we try to get ahead of these issues. If  
8 we do it formally, how long does that take? I think we  
9 lose the tenant. That's our concern.

10          MR. BLACKMAN: The situation was when Steve Hynek  
11 was tiring of the business, he was going to close the  
12 Ashton Place when his lease was up in March of 2014  
13 which is in three months. That goes dark and it's very  
14 difficult to reread a shuttered 26,000 square foot  
15 space. He found this buyer that was willing to buy his  
16 business and we entered a new seven-year lease with  
17 this new owner of the -- of Ashton Place who proceeded  
18 to put in \$250,000 in physical improvements into the  
19 space, and as part of their requirement for him to  
20 agree to the lease, we had to agree to provide parking.  
21 It wasn't -- we would have loved for him to just be  
22 able to use the land next door, but we committed to pay  
23 \$200,000 for -- for what could end up being 38 spaces  
24 and we were going to either buy it if it was subdivided

1 or pay \$200,000 just for the easement, and as I  
2 mentioned before, the 38 spaces for the easement that  
3 allowed us the 38 spaces and we arrived at that 38  
4 number because we had presented a shared parking  
5 analysis to the Village, which the Village gave us a  
6 positive response on, that generated 25 spaces of  
7 shared parking analysis that we updated last year or a  
8 year and a half ago that showed 25 spaces, so we  
9 proceeded to sign a contract, come up with this money  
10 to buy the 38 spaces.

11 And I know that it's -- it feels like  
12 it's kicking the can down the road a little bit, but  
13 for the year long conversation we had, the three months  
14 with the Village attorney, it seemed like the fact that  
15 we would come up and come before you if once we had to  
16 modify it to 38, come in for a shared parking analysis.  
17 That shows 25 spaces would be the shared parking  
18 analysis result. So there's been a lot of thought  
19 involved and the goal is just to keep Ashton in place.

20 The dance studio is secondary. They're  
21 not using excess space. The issue is really to keep  
22 Ashton in place and keep the center compliant. We're  
23 trying to clean up as best we can a situation that  
24 seemed to evolve before we bought the center ten years

1 ago how Hynek's land was connected to the shopping  
2 center.

3 MR. JAROS: The other thing is, and I guess we can  
4 sort of hypothesize that there's going to be a problem  
5 in the future and it's not --

6 MR. BLACKMAN: There's a problem now.

7 MR. JAROS: We could also say Ashton goes out of  
8 business and have a different user there that doesn't  
9 require a heavier parking load and we are compliant.

10 I don't want to spin too much  
11 hypothesis. We are aware of the coming problem, we get  
12 that. That's why we did the shared parking analysis.

13 MR. WAGNER: Has the Village -- does the Village  
14 have that report or have looked at that?

15 MS. CHARLTON: Yes.

16 CHAIRMAN KOPP: Who decides that because we don't  
17 do that?

18 MS. CHARLTON: You would make a recommendation on  
19 it and forward to the Board for approval.

20 MR. WAGNER: Just for the sake of discussion, you  
21 have a report that says you're only 25 short as a use  
22 due to times of day and what businesses are being used  
23 and so forth and we're saying the ordinance says  
24 because of uses and whatever prescriptions we have,

1 it's 59 short?

2 MS. CHARLTON: That's the standard zoning  
3 ordinance deficiency.

4 MR. WAGNER: We're allowed to bury the 59 up to  
5 how many percent, 10 percent?

6 MS. CHARLTON: You're allowed to bury the total  
7 requirement, which is 430, by 10 percent.

8 MR. WAGNER: So 43.

9 So clearly that would fit in what we're  
10 allowed to do if we accept the report.

11 MS. CHARLTON: Right.

12 CHAIRMAN KOPP: Is there any reason we didn't just  
13 do that today?

14 MR. JAROS: Well, the answer is no, there's no  
15 reason other than we're trying to take a path of least  
16 resistance to the new tenant.

17 CHAIRMAN KOPP: Aren't you surprised?

18 MR. JAROS: Yeah. That's fine. We get that. In  
19 dealing with the Village attorney, we sort of chose  
20 this approach for better or worse.

21 MR. WAGNER: The concern I have -- clearly there  
22 are uses out there that have way too much parking and  
23 all you see is a sea of blacktop, that's the last thing  
24 we want to see.

1                   As long as there's a study out there  
2 that we've reviewed, and I would assume it was done by  
3 somebody of talent.

4           MS. CHARLTON: It was done by somebody of talent  
5 and reviewed by our separate traffic consultant.

6           MR. WAGNER: And our zoning ordinance allows for a  
7 10 percent reduction, and I'm not rubber stamping it,  
8 we've sat before -- other people have sat before us and  
9 talked about reductions in parking and we've looked at  
10 analysis and said, This is reasonable, and I don't see  
11 why there would be any reason we couldn't do that.

12                   I just see -- the second problem is I  
13 see a way to get to the number, but I'm not sure I see  
14 a way in this easement and what -- what happens to  
15 those numbers in the future unless the Village is a  
16 party to that third trigger, in other words, today  
17 there's two private owners that are dealing with the  
18 trigger, wouldn't it be simpler for the Village to be  
19 the third party in the trigger to say, Yes, that can  
20 happen, or, yes, it can't -- no, it can't happen  
21 because --

22           CHAIRMAN KOPP: I think -- well --

23           MR. WAGNER: -- you haven't met these  
24 requirements?

1           CHAIRMAN KOPP: It's either 129 or 119 or 38. If  
2 we agree -- I think that's a separate issue, the one  
3 you raised, which was the first issue I raised that  
4 they could change this down the road because it's  
5 roughly the land but we can't enforce it.

6           MR. JAROS: If we had the Board's approval of the  
7 38 as being compliant, I don't think we care who  
8 triggers, correct?

9           CHAIRMAN KOPP: Right.

10          MR. WAGNER: Yeah.

11          MR. JAROS: I want to make sure I understand the  
12 fact pattern.

13                    If you're saying is there a way to have  
14 the City be able to trump the trigger before that  
15 happens, you know, it's --

16          CHAIRMAN KOPP: I don't think we can.

17          MR. WAGNER: At least we would be notified.

18          CHAIRMAN KOPP: That's in there in the easement,  
19 they have to notify the Village when they do things,  
20 there's just no consent including consent to amendments  
21 or --

22          MR. JAROS: We had the easement looked at before  
23 we signed it by the City, of course, not a formal  
24 approval, but we were interacting and there were a

1 couple changes made at the City's request, and one of  
2 them is not to modify without the City's consent.

3 CHAIRMAN KOPP: I don't think it's in there.

4 MR. JAROS: Check the amendments section. I  
5 thought we addressed that. Didn't we, Jo Ellen? I  
6 thought that was one of your changes.

7 MR. WAGNER: Part of the reason why I'm suggesting  
8 that I have a concern, if I -- history when we had a  
9 banquet center down on Joliet Road where the gas  
10 station is now and they wanted to put parking across  
11 the street and all those things, it was a separate  
12 owner, it was all these same issues, and it seems to me  
13 that if we're allowing this here, that we would have  
14 had to allow it today. If I remember correctly, it was  
15 separate owners --

16 CHAIRMAN KOPP: 11B.

17 MR. WAGNER: -- across the street in someone  
18 else's parking structure and there were all kinds of  
19 issues involved in it.

20 I'm concerned if this is approved the  
21 way it is, does that affect somebody coming in like we  
22 had a few years ago that we denied, if I remember  
23 correctly, because of the parking issues?

24 MS. CHARLTON: Yeah.

1 MR. JAROS: I think it's in 10, Mr. Kopp.

2 This agreement may be modified provided  
3 however the shopping center owner shall not terminate  
4 this agreement prior to the division of parking lot  
5 unless the parking lot is no longer necessary to meet  
6 Village of Willowbrook parking requirements.

7 MR. BLACKMAN: That was the Village's addition.

8 MR. JAROS: That was the way we addressed it and  
9 you're still going to -- if I can anticipate your  
10 comment, you're going to say this is a private  
11 agreement and we can amend that.

12 CHAIRMAN KOPP: We're a third --

13 MR. JAROS: We really tried to get at that issue  
14 by binding us to not do something that would put you in  
15 a trick box.

16 MR. BLACKMAN: That was the Village's language.  
17 That was the Village's language.

18 MR. JAROS: We added something at the Village's  
19 request. The idea was to have this really run with the  
20 land.

21 CHAIRMAN KOPP: What happens after the completion  
22 of the parking lot?

23 MR. JAROS: Well, I think this is the convergence  
24 we're talking about. If we don't have the parking

1 analysis approved by the Village prior to the  
2 contraction, I see a situation where I'm coming in for  
3 a building permit to put a new curb cut or put a new  
4 curb around the 38 and the Village is saying I'm not  
5 going to give you that because you can't contract below  
6 119/129 and be in compliance, so I'm going to have a  
7 situation --

8 MR. BLACKMAN: We share parking.

9 MR. JAROS: -- where we can't do the parking  
10 modification. We can't do them under the law. We  
11 drafted this agreement to say I don't know what we do  
12 right or wrong, this easement cannot be voided.

13 Hynek can sue us and say you contracted  
14 down from 119 to 138, and, therefore, you cost me a  
15 million dollars, but he can't void this agreement and  
16 that was drafted because I -- I could not have a  
17 situation where Mr. Blackman was losing the easement  
18 altogether.

19 MR. WAGNER: Right.

20 MR. BLACKMAN: It would violate my lease.

21 MR. JAROS: The way I look at the situation, and,  
22 granted, it's not a great one, but if you won't give me  
23 a building permit, I can't bring out a bulldozer, I  
24 can't go from 119 down to 38, and, therefore, it stays

1 at 119 until I get a building permit and Mr. Hynek just  
2 gets the complaint, and that's not a great situation,  
3 but I think that's the situation we'd be in.

4 MR. WAGNER: I fear two things in the future, a  
5 change in the shopping center uses that will create a  
6 larger parking need, that's one possibility; the other  
7 possibility is that we'll be hearing a variation  
8 request or something like it to reduce the parking  
9 requirement on the other parcel because he wants to  
10 build some building in the front and doesn't have  
11 enough parking.

12 So just maybe the record should show in  
13 the future we've heard those two things and that's  
14 going to be a tough one to overcome.

15 MR. JAROS: Probably going to hear other requests  
16 like curb cuts. I don't think IDOT is going to let a  
17 curb cut on that stretch, so now we're talking about  
18 using our curb cut, now Mr. Hynek has to come to us.  
19 We understand there's some mutually assured destruction  
20 here that I think gets everybody walking in the right  
21 path.

22 I don't know what building he's putting  
23 on the property. He may put a drive-through Starbucks  
24 that doesn't need parking, no one knows, and that's

1 part of the what-if of the entire situation because he  
2 may never contract down from 129.

3 MR. WAGNER: He may never build a building, but  
4 you know you anticipate these things.

5 MR. JAROS: Exactly. I can't answer your question  
6 about what he's going to ask for, but he may want to  
7 use our parking, and we, you know, those are questions  
8 to be answered.

9 CHAIRMAN KOPP: Here's my thought, and this is  
10 just me.

11 If we didn't have this potential lease  
12 coming, I would tell you to go back and let's just do  
13 this right. I think we should approve this,  
14 especially -- I wasn't aware that the Village had  
15 looked at the easement, so it doesn't seem fair for me  
16 to nitpick it then if they already reviewed it. I do  
17 know that you're going to have to come in at least one  
18 more time for the 129 to 38, but instead of making you  
19 do that next month and making the tenant wait another  
20 month, I think we should approve this. I don't know  
21 how other people feel. We beat this horse pretty much  
22 dead.

23 MR. WAGNER: I would agree with you from the  
24 standpoint of I don't have a problem with the numbers.

1 I do think that the parking study should be a part of  
2 this or at least a part of our approved record so that  
3 we know what numbers the Village has reviewed so in the  
4 future if something comes in, we can go back to the  
5 study that they've provided and that we've essentially  
6 accepted and the fact that it fits within the  
7 requirements of the zoning ordinance in its ability to  
8 be reduced by 10 percent and we still meet the numbers  
9 at that point.

10 Just as a second question, and it  
11 doesn't have to be answered tonight, but I'm just still  
12 go back to the zoning ordinance in wondering how did we  
13 ever approve this parking isn't a primary use -- a  
14 permitted primary use, but that's a separate question.  
15 I have no problem with the numbers and clearly --

16 MS. CHARLTON: Some history in it somewhere.

17 MR. LACAYO: I have a question for you guys. Did  
18 it really take a year and a half to talk to the  
19 attorney -- Village attorney?

20 MR. JAROS: No, no. He's been great. I didn't  
21 mean to say that if I did. I wanted to clarify that.

22 We were actually dealing with Jo Ellen's  
23 team during the lease and easement process and they  
24 were very helpful. I didn't mean to indicate that.

1           MR. LACAYO: I was going to make a motion on his  
2 thought about approving the pieces, getting a long-term  
3 solution.

4                     My only concern, they're here because  
5 there's an event, which is the tenant. We don't have  
6 to see them until the renewal of the loan in January of  
7 2015, I'm just being realistic.

8           CHAIRMAN KOPP: Even then we don't.

9           MR. LACAYO: Nothing against you guys, I'm a  
10 banker.

11           CHAIRMAN KOPP: When the neighbor wants to develop  
12 this property --

13           MR. JAROS: The subdivision.

14           MR. LACAYO: It feels like we're going along with  
15 the whole Band-Aid. It's not long-term, let's just  
16 approve it. That's my thought.

17           MR. JAROS: The Commission may be interested or  
18 welcome a request to have the shared parking analysis  
19 approved sooner rather than later.

20           MR. WAGNER: Absolutely. It should be a part of  
21 this.

22           CHAIRMAN KOPP: I'm sorry if you got --

23           MR. JAROS: We're approving this for this purpose  
24 today.

1           CHAIRMAN KOPP: I think it would have taken care  
2 of the issue.

3           MR. JAROS: Understood. I wanted to understand  
4 what everyone is saying.

5           MS. CHARLTON: Part of the reason we didn't do  
6 that now is we want to tie some of these other things  
7 that were going to be tied to the subdivision to that  
8 shared parking analysis, you know, getting the property  
9 divided, talking about the access issues, making sure  
10 the proper cross-easements are in place, and, again, it  
11 seems a little bit premature to approve that number,  
12 even though we have that study and it's based on  
13 concrete evidence now that's probably almost two years  
14 old, if they do wait another two or three or five years  
15 to come and do this, then conditions may change, we may  
16 have a different set of users. Ashton may be a whole  
17 lot more busy or a whole lot less busy and the parking  
18 analysis at that time show different results. We  
19 didn't want to jump into too quick before we found out  
20 what was happening.

21           MR. WAGNER: I agree. If the parking study is  
22 part of the history, part of the record now and  
23 something comes in in a year and a half or two years or  
24 whenever something gets triggered, we can go back to it

1 at that point and under this point in time under that  
2 scenario under these tenants it was acceptable to us  
3 and what has changed now.

4 MS. CHARLTON: Exactly.

5 MR. WAGNER: It gives us a clear record to go back  
6 to and then there's no question of what we said in one  
7 way or another was an allowed reduction in the parking,  
8 based on that scenario at that time.

9 CHAIRMAN KOPP: Anybody else have any thoughts?

10 Would someone make a motion that based  
11 upon the request from the property owner, the Plan  
12 Commission recommends that the Village Board waive  
13 certain covenant requirements on Section 5-10-5(B) that  
14 require no further development on the lot and accept  
15 provisions in the attached easement that define the use  
16 of the 129 existing parking spaces to meet the full  
17 parking requirements for the shopping center until such  
18 time as either party to the easement agreement  
19 exercises one of the triggers reducing the number of  
20 parking spaces.

21 MR. WAGNER: So moved.

22 MR. BAKER: I second.

23 CHAIRMAN KOPP: Ask the Plan Commission secretary  
24 to call the vote.

1 MS. PRIBLE: Commissioner Lacayo.

2 MR. LACAYO: Nay.

3 MS. PRIBLE: Commissioner Soukup.

4 MR. SOUKUP: Yes.

5 MS. PRIBLE: Vice-chairman Wagner.

6 MR. WAGNER: Yes.

7 MS. PRIBLE: Commissioner Baker.

8 MR. BAKER: Yes.

9 MS. PRIBLE: Chairman Kopp.

10 CHAIRMAN KOPP: Yes.

11 All right.

12 That was that item on the agenda.

13 The next item is the public hearing.

14 Public hearing of Zoning Hearing Case No. 13-06.

15 The purpose of this public hearing is to  
16 consider a petition for a special use permit as may be  
17 required to allow a 4,024 square foot commercial  
18 school, Beyond the Stars Performing Arts Academy, to  
19 operate in tenant space 327 in the Willow Commons  
20 Shopping Center.

21 The applicant for this petition is  
22 Elizabeth Bender from Beyond the Stars Performing Arts  
23 Academy in Naperville, Illinois. Permission from the  
24 property owner, Agent Len Blackman of Northfield,

1 Illinois. Property is commonly known as 313 75th  
2 Street, Willowbrook, Illinois.

3 Notice of this public hearing was  
4 published in the November 15th, 2013, edition of the  
5 *Suburban Life* newspaper.

6 Would the applicant or a representative  
7 of the applicant like to speak?

8 Everybody who speaks would need to be  
9 sworn in by the court reporter.

10 (Ms. Elizabeth Bender sworn.)

11 MS. BENDER: Elizabeth Bender.

12 So I'd like to start by thanking you  
13 guys for coming in. I know you normally don't have  
14 meetings in December, so I hear, so I appreciate you  
15 guys for taking the time out of your crazy hectic  
16 schedule right now to come in and listen to me.

17 My name is Elizabeth Bender and I'm  
18 starting a new business, Beyond the Stars Performing  
19 Arts Academy, which has been a dream for several years,  
20 so I'm very excited to have the opportunity to do it.

21 A little bit about my background.

22 I have danced since I was 2, and that  
23 would be almost 30 years, so I gave away my age, but  
24 it's been a passion for a very long time. I've been

1 teaching for about 12 years now, and in the last  
2 four years I've actually been a director at the studio  
3 that I work at right now. I've learned about the  
4 business aspects of dealing with the accounting and  
5 dealing with the students and the parents and stuff  
6 like that.

7 I also have a degree in engineering from  
8 University of Illinois, so I started off by doing that  
9 for a couple years, about four years, actually, and I  
10 kind of came to the end of my position there and I had  
11 to make a decision whether or not I wanted to kind of  
12 go into a different department in the company or kind  
13 of pursue a passion, and here I am pursuing my passion.

14 So this has been definitely a life  
15 lesson trying to get this all together, but I'm very  
16 excited to get it started.

17 The studio, I'm going to be offering  
18 dance, theater, and voice, so there are three things  
19 I'm going to offer, which is why I did call it a  
20 performing arts academy. The majority of the classes  
21 are going to be dance because that's my strength and  
22 that's my background; however, I'm going to pull in the  
23 theater and the voice as well to give it a well-rounded  
24 studio and the opportunity to the kids that are there.

1           I feel like the business is definitely  
2 going to benefit this community. I spent a lot of time  
3 looking at a community that was going to be most  
4 beneficial for me and what I wanted to offer, and in  
5 looking into the different areas, I felt like  
6 Willowbrook is going to be benefited by it.

7           I know that there's a lot of children in  
8 the area, a lot of families. I'm, obviously, going to  
9 be located by a high school, there's an elementary  
10 school behind it, and you know, with this industry,  
11 it's beneficial to the kids to have an opportunity like  
12 this because I can tell you growing up in a dance  
13 studio, it was like my second home. Some of my best  
14 friends are my dancer friends and some of my idols or  
15 most of my idols are my dance teachers.

16           So I feel like it's really going to  
17 benefit the kids and the families to have something  
18 like this in the area.

19           So, I was reading about the -- about the  
20 parking and the signs you were going to put up in front  
21 of the building. I completely agree about that. I  
22 feel if I talk to the parents right away about that and  
23 I also have a handbook that I'm working on putting  
24 together for parents and for new students, I'm going to

1 stress to them that, you know, obviously, the dropping  
2 off and picking up is going to be an issue -- it won't  
3 be an issue, but stress to them to use the parking  
4 places instead of pulling up in front of the building  
5 with the fire lane there and stuff like that. I don't  
6 expect that to be an issue.

7 The size of the space, which Theresa may  
8 bring up later, but it's long and narrow. It really  
9 accommodates what I'm looking for because I'm going to  
10 be putting three studios kind of lining it up all the  
11 way back, it's 160 feet long. So it works out really  
12 well for what I'm looking to use the space for, and I  
13 just feel like it's going to be, like I said,  
14 beneficial to the community.

15 Another thing is too, when the parents  
16 come, usually by, I would say from my experience, by  
17 age 7 or so, they'll drop off the kids and leave and  
18 come back and pick up the kids, so that hour or  
19 two hours, they'll be experiencing your community and  
20 your Village and spending money, going shopping,  
21 running errands, learning about the area. A lot of  
22 times people for good dance instruction travel, I mean,  
23 half hour, 45 minutes sometimes to get to a good  
24 studio. Hopefully, it will be good exposure for your

1 Village, and, also, like I said, bring in some extra  
2 revenue for stores that are in the area.

3 So I'm looking forward to it, and when I  
4 open it, hopefully you'll stop by and take a look.

5 Thank you.

6 CHAIRMAN KOPP: Any questions from anybody?

7 MR. BAKER: Is this authorized by the vocational  
8 department of the State of Illinois? Do you have a  
9 license?

10 MS. BENDER: I don't have a license. I'm  
11 incorporated with the State, so, yeah, everything as  
12 far as -- on the legal side of it has already been set  
13 up and established.

14 MR. BAKER: Okay. That's the question I had.

15 CHAIRMAN KOPP: Jo Ellen, did you want to add  
16 anything?

17 MS. CHARLTON: She went into quite a bit what I  
18 had in the staff report.

19 Just to quickly note, parking for this  
20 type of use is based on the number of students and the  
21 number of employees, which she provides, we usually ask  
22 them to provide but we also do a quick analysis how  
23 that would compare and we were very close, but we  
24 choose the larger of the two and in this case it ended

1 up being a couple more spaces anyway. We did take a  
2 look at that.

3 She did mention the no parking in the  
4 dropoff lane, which was also a requirement for the  
5 driver school.

6 And just for the record, I did note how  
7 the proposed special use standards, Pages 4 and 5 of  
8 the staff report, so our recommendation given your  
9 prior recommendation of the parking on the last case  
10 would be to approve this project subject to the  
11 conditions listed.

12 CHAIRMAN KOPP: What was in this particular space  
13 before?

14 MS. BENDER: A salon and day spa.

15 MR. WAGNER: Is this primarily an after school,  
16 early evening type of business?

17 MS. BENDER: It will kind of fall throughout the  
18 day, but the primary time is after school because it's  
19 kids. I'm going to focus between ages 2 and 18, so  
20 that's a lot of after school time; however, we -- I'm  
21 going to try to get an adult program in there and the  
22 younger kids before they hit kindergarten, they'll be  
23 able to go in the morning or afternoon and try to  
24 spread it out as much as possible. I want to use the

1 space as much as possible.

2 MR. WAGNER: Sure.

3 MS. BENDER: Make use of it for as long as I can  
4 throughout the day.

5 CHAIRMAN KOPP: Okay. Anyone in the audience like  
6 to speak to this matter?

7 (Ms. Theresa Schulz sworn.)

8 MS. SCHULZ: I've been in front of you before.  
9 Thank you again for allowing Elizabeth to present her  
10 concept to the Village.

11 I have -- I've been working with Len  
12 Blackman for over five years and we are very strong for  
13 our development and being able to secure the right  
14 tenants, and I appreciate everything that you've done  
15 for us in the past.

16 With this particular space was actually  
17 a space that I filled for Mr. Blackman five years ago  
18 with a hair salon that recently moved out. It's a  
19 large space. The configuration is 25 feet wide by 160,  
20 and in retail leasing 25 -- a minimum of 20 is a very  
21 standard minimum width, but it's typically 60 deep or  
22 70 deep, on some occasion it's 80, so 1600 square feet  
23 at 20 wide makes it about the max. So when you have a  
24 situation where it's 160 deep, that is an incredibly

1 challenging leasing assignment. To find another hair  
2 salon to fill that space has been incredibly difficult.  
3 I have hit every salon that you can imagine to try to  
4 refill the space for the same use and it's too large.  
5 Even with the infrastructure and space and the items  
6 that were left behind, we still cannot find another  
7 hair salon to take it in at very low cost. So in  
8 evaluating what types of uses would fit in there in  
9 that width and that little window visibility and this  
10 development and this part of Willowbrook and not having  
11 the exposure on Route 83, it's a very challenging  
12 assignment and we're very pleased that we were able to  
13 find the right use that can fit that long, narrow type  
14 of layout of a plan, and Elizabeth is going to be able  
15 to utilize that entire wall with no windows, which you  
16 need windows in kind of rule of thumb retail to expose  
17 your project, and she cannot have a window line, she  
18 has mirrors that run it. We're incredibly pleased that  
19 she's committed to us.

20 I do -- you know, I've been in  
21 commercial leasing since the mid '90s, a passion of  
22 mine is to see new businesses find their passion and  
23 get the space they wanted, and Willowbrook, as we know,  
24 is a phenomenal community of families and children and

1 income stream that can support paying for private  
2 lessons, which Elizabeth depends on.

3 I find this to be a perfect match  
4 between her need and a community that can support her  
5 business and our challenge of the space dimension that  
6 I have a difficult time finding the match for.

7 I appreciate the opportunity of  
8 approving her and having her achieve her dreams in  
9 being able to have a business in your community.

10 CHAIRMAN KOPP: All right. Any other questions or  
11 comments?

12 All right. If not, would someone make a  
13 motion that based on the submitted petition and  
14 testimony presented, the special use for a 4,024 square  
15 foot commercial school space 327 in the Willow Commons  
16 Shopping Center for Beyond the Stars Performing Arts  
17 Academy meets the standard for a special use as  
18 outlined in the staff report prepared for the  
19 December 4, 2013, Plan Commission meeting and  
20 deliberated by the Plan Commission; therefore, I move  
21 that the Plan Commission recommend approval of PC 13-06  
22 subject to the following conditions:

23 1. The special use granted herein only  
24 applies to the 4,024 square foot space in Space 327.

1                   2. A Fire Lane/No Waiting or Parking  
2 sign shall be posted along the curb immediately in  
3 front of Beyond the Stars school in a location  
4 recommended by the Village of Willowbrook.

5                   3. The special use shall be null and  
6 void if construction of the proposed use is not  
7 commenced and a certificate of occupancy is not granted  
8 within 18 months of the date of any approval of the  
9 special use by the Village Board.

10           MR. WAGNER: So moved.

11           MR. SOUKUP: Second.

12           CHAIRMAN KOPP: Ask the secretary to call the  
13 vote.

14           MS. PRIBLE: Commissioner Lacayo.

15           MR. LACAYO: Yes.

16           MS. PRIBLE: Commissioner Soukup.

17           MR. SOUKUP: Yes.

18           MS. PRIBLE: Vice-chairman Wagner.

19           MR. WAGNER: Yes.

20           MS. PRIBLE: Commissioner Baker.

21           MR. BAKER: Yes.

22           MS. PRIBLE: Chairman Kopp.

23           CHAIRMAN KOPP: Yes.

24                   All right. Congratulations.

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(Whereupon the hearing was closed  
at 8:15 p.m.)

1 STATE OF ILLINOIS )  
2 COUNTY OF K A N E ) SS:

3  
4 I, NICOLE M. BREYTSBRAAK, a Certified  
5 Shorthand reporter of the State of Illinois, do hereby  
6 certify that I reported in shorthand the proceedings  
7 had at the hearing aforesaid and that the foregoing is  
8 a true, complete, and correct transcript of the  
9 proceedings of said hearing as appears from my  
10 stenographic notes so taken and transcribed by me.

11 IN WITNESS WHEREOF, I do hereunto set my hand  
12 at Aurora, Illinois, this 9th day of December, 2013.

13  
14   
15 Certified Shorthand Reporter  
16 State of Illinois  
17

18  
19 CSR License No. 084-003835.

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MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, DECEMBER 16, 2013 AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those present at roll call were Mayor Frank Trilla, Clerk Leroy Hansen, Trustees Dennis Baker, Michael Mistele, Sue Berglund, Umberto Davi, and Paul Oggerino.

ABSENT: At time of Roll Call - Trustee Terrence Kelly.

Also present were Village Administrator Timothy Halik, Chief Mark Shelton, Deputy Chief Mark Altobella, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Chief Shelton to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - November 25, 2013 (APPROVE)
- c. Minutes - Executive Session - November 11, 2013 (APPROVE)
- d. Warrants - \$1,157,107.21 (APPROVE)
- e. Monthly Financial Report - November 30, 2013 (APPROVE)
- f. Ordinance - An Ordinance Amending Title 3, Chapter 12, Section 3-12-5(B) of the Village Code - Classifications: Class B License - Ordinance No. 13-O-42 (PASS)

- g. Resolution - A Resolution Authorizing the Mayor to Execute a Certain Interagency Agreement with the Illinois State Police for the Purpose of Obtaining Criminal History Record Information on Liquor License Applicants - Resolution No. 13-R-75 (ADOPT)
- h. Resolution - A Resolution Authorizing the Village Administrator to Execute a Certain Interagency Agreement with the Illinois State Police for the Purpose of Obtaining Criminal History Record Information on Liquor License Applicants - Resolution No. 13-R-76 (ADOPT)
- i. Plan Commission Recommendation - Waiver of Certain Requirements of Section 9-10-5(B) and Acceptance of an Easement to Satisfy Off-Street Parking Requirements for the Willow Commons Shopping Center (RECEIVE)
- j. Plan Commission Recommendation - Application for Special Use Permit, Beyond the Stars Performing Arts Academy, Willow Commons Shopping Center, 305-341 75<sup>th</sup> Street (RECEIVE)
- k. Motion - A Motion to Approve Application for a License to Hold a Raffle - Willowbrook/Burr Ridge Chamber of Commerce (APPROVE)

Mayor Trilla asked the Board if there was any item to be removed from the Omnibus Vote Agenda. Clerk Hansen advised of a correction to the Minutes from November 25, 2013, Page 3, Item 10. Trustee Davi's vote at the meeting was actually "PRESENT" instead of "AYE". Therefore, the minutes were changed from AYE to PRESENT.

MOTION: Made by Trustee Oggerino and seconded by Trustee Baker to approve the Omnibus Vote Agenda as amended.

ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Kelly.

MOTION DECLARED CARRIED

NOTE: Trustee Terrence Kelly and Village Attorney Michael Durkin arrived at 6:38 p.m.

NEW BUSINESS

6. OFFICIAL APPOINTMENT TO RANK OF SERGEANT - OFFICER CHRISTOPHER M. DRAKE

Chief Shelton introduced Officer Christopher Drake to the Village Board. Village Clerk Hansen administered the Oath of Office to Officer Drake. Chief Shelton presented Sergeant Drake with a badge identifying his new rank of Sergeant.

7. OFFICIAL APPOINTMENT TO RANK OF SERGEANT - OFFICER MICHELLE L. STRUGALA

Chief Shelton introduced Officer Michelle Strugala to the Village Board. Village Clerk Hansen administered the Oath of Office to Officer Strugala. Chief Shelton presented Sergeant Strugala with a badge identifying her new rank of Sergeant.

8. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 6, CHAPTER 8, SECTION 6-8-3 - WATER SYSTEM, RATES

Administrator Halik advised that the DuPage Water Commission will impose an 18% increase on the rate that the Village is charged for water effective January 1, 2014. This is the 5<sup>th</sup> annual increase imposed by the Commission since 2010. The Commission will be imposing an additional water rate increase in the amount of 17% effective January 1, 2015.

The issue of the increase in water rates and water capital projects that the Village must complete in the next year was discussed at the November 25<sup>th</sup> meeting. It was agreed that the local water rate must be increased in order for the Water Fund to remain financially sustainable.

It was determined that a 20% local water increase will be needed to cover the Water Commission increase and the known water capital expenses that need to be completed. The increase will become effective January 1, 2014.

Trustee Mistele stated that with these increases, the Village of Willowbrook still has one of the lowest water rates in the area. Administrator Halik agreed.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance No. 13-O-43.

ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

9. MOTION - A MOTION TO APPROVE THE CALENDAR YEAR 2014 PAYMENT TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY (IRMA) AND DISCUSSION OF THE DISTRIBUTION OF THE CREDIT AMOUNT TO ELIGIBLE EMPLOYEES

Management Analyst Hummel informed the Village Board that IRMA issues an annual premium notice in December to the Village based upon each member's revenues and claims experience. The Village experienced an excellent loss history during the past five years which enabled the Village to earn a credit for the 2014 calendar year. The estimated credit is \$7,346.

The Board annually considers approval of the annual premium to IRMA for continued liability insurance coverage. In addition, the Board must approve if the credit is to be divided amongst the eligible employees.

Management Analyst Hummel also reviewed the IRMA annual premium for calendar year 2014. The premium for this year is \$208,040, which represents a \$7,251 decrease from the previous year, and is \$15,980 under budget.

MOTION: Made by Trustee Davi and seconded by Trustee Baker to approve the 2014 payment to IRMA and distribution of credit amount to eligible employees.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund stated that the Village Christmas Tree Lighting ceremony was a successful event.

Trustee Davi had no report.

Trustee Oggerino also stated that the Tree Lighting ceremony was a success.

11. ATTORNEY'S REPORT

Attorney Durkin had no report.

12. CLERK'S REPORT

Clerk Hansen had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halik advised the Board the Village received a FEMA Reimbursement of \$7,500.00 for the April 2013 rainstorms.

14. MAYOR'S REPORT

Mayor Trilla wanted to thank the Village Board for their support during his first year in office.

15. EXECUTIVE SESSION

- a. REVIEW 2013 MINUTES - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings That Were Lawfully Closed Under the Open Meetings Act

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Davi and seconded by Trustee Baker to recess into Executive Session at the hour of 6:59 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: None

MOTION DECLARED CARRIED

The Board reconvened the Special Meeting at the hour of 7:00 p.m.

16. ADJOURNMENT

MOTION: Made by Trustee Baker and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 7:01 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

January 13, 2014.

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Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JANUARY 13, 2014 AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:34 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those present at roll call were Mayor Frank Trilla, Clerk Leroy Hansen, Trustees Terrence Kelly, Michael Mistele, Sue Berglund, Umberto Davi, and Paul Oggerino.

ABSENT: Trustee Dennis Baker.

Also present were Village Attorney Thomas Bastian, Village Attorney Michael Durkin, Village Administrator Timothy Halik, Chief Mark Shelton, Deputy Chief Mark Altobella, Planning Consultant JoEllen Charlton, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Chief Shelton to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Special Board Meeting - December 16, 2013 (APPROVE)
- c. Minutes - Executive Session - November 25, 2013 (APPROVE)
- d. Warrants - \$448,408.44 (APPROVE)
- e. Monthly Financial Report - December 31, 2013 (APPROVE)
- f. Ordinance - An Ordinance Amending Section 3-19-5, Entitled "Prohibitions:" and Section 3-19-6, Entitled "Gambling Prohibited:" of Chapter 19, Entitled "Amusement Devised" of Title 3, Entitled "Business" of the Village Code of Ordinances to Authorize and License Video Gaming - Ordinance No. 14-0-01 (PASS)

- g. Ordinance - An Ordinance Amending the Village Code of the Village of Willowbrook - Title 2, Chapter 4, Section 2-4-10 - Board of Police Commissioners, Attorney for Board - Ordinance No. 14-0-02 (ADOPT)
- h. Motion - Board Advice and Consent to Mayor's Appointment of Caroline A. Dittman to Fill a Vacancy on the Police Pension Fund Board

Mayor Trilla requested that Item 5h be removed from Consent and placed under New Business.

Mayor Trilla asked the Board if there was any other item to be removed from the Omnibus Vote Agenda.

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to approve the Omnibus Vote Agenda, Items 5a-5g, as presented.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

NEW BUSINESS

- 5h. MOTION - BOARD ADVICE AND CONSENT TO MAYOR'S APPOINTMENT OF CAROLINE A. DITTMAN TO FILL A VACANCY ON THE POLICE PENSION FUND BOARD

MOTION: Made by Trustee Kelly and seconded by Trustee Oggerino to approve the appointment of Caroline A. Dittman to the Police Pension Board.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

6. DELINQUENT WATER BILLS

Administrator Halik advised that there was one (1) delinquent water bill in the amount of \$201.95. Staff requested authorization to proceed in accordance with past practices, which was approved.

7. ORDINANCE - AN ORDINANCE WAIVING CERTAIN REQUIREMENTS OF SECTION 9-10-5(B) AND ACCEPTANCE OF EASEMENT TO SATISFY CERTAIN OFF-STREET PARKING REQUIREMENTS FOR THE WILLOW COMMONS SHOPPING CENTER, 305-341 75<sup>TH</sup> STREET, WILLOWBROOK, ILLINOIS

Planning Consultant Charlton stated that the Willow Commons Shopping Center does not have enough on-site parking to satisfy the parking requirement for the entire shopping center. There is additional parking on the west side of the property that is owned by the previous owner of Ashton Place. With the sale of Ashton Place a couple of years ago, it makes it necessary to ensure that there is ample parking for the center.

This ordinance will ensure that tenants and process special uses into the shopping center and validates the parking requirements. The Plan Commission has reviewed and recommended support of this ordinance to the Village Board.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to pass Ordinance No. 14-0-03.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

8. ORDINANCE - AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A 4,024 SQUARE FOOT COMMERCIAL SCHOOL IN UNIT 327 IN THE WILLOW COMMONS SHOPPING CENTER - BEYOND THE STARS PERFORMING ARTS ACADEMY, INC. WILLOW COMMONS CENTER, 305-341 75<sup>TH</sup> STREET, WILLOWBROOK, ILLINOIS

Planning Consultant Charlton stated that this unit has been vacant for a long time. This unit is long and narrow and not attractive for a retail user. The Beyond the Stars Performing Arts Academy is able to utilize this space as is.

The Plan Commission has reviewed and recommended this special use ordinance to the Village Board.

MOTION: Made by Trustee Kelly and seconded by Trustee Oggerino to pass Ordinance No. 14-0-04.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

9. PRESENTATION/DISCUSSION - MASTER FACILITIES PLAN, PHASE I -  
CONCEPTUAL INTERIOR RENOVATION PLAN, VILLAGE HALL OFFICES,  
835 MIDWAY DRIVE & PROPOSED SITE PLAN, WILLOWBROOK  
MUNICIPAL COMPLEX - MARK BUSHHOUSE, WILLIAMS ARCHITECTS

Administrator Halik stated that the development phasing will be broken down into three individual phases which will allow for project funding to be drawn from multiple budget years. Phase 1 will include the renovation of the 835 Midway Drive building to serve as the new Village Hall offices along with necessary alterations to link the parking facilities of the three buildings. Phase 2 will be the renovation of the existing Village Hall to serve entirely as the Village Police Station. Phase 3 will include the renovation of the 825 Midway Drive building to serve as a recreation center and possible Board Room.

The initial designs have been reviewed by Staff; Trustee Mistele, Chairman for the Municipal Services Committee; Mayor Trilla; and Mr. Mark Bushhouse; Williams Architects.

Mr. Bushhouse then presented the latest conceptual designs and estimated budget amounts for the Board's consideration. Mr. Bushhouse stated that the properties will meet future space needs of the Village. Mr. Bushhouse stated this renovation plan is cost effective and the overall budget for the project would be between \$1.2 - \$1.5 million.

Trustee Mistele stated that this expansion answers the question that the Village will be able to grow in the new facility. Trustee Mistele stated that the Municipal Services Committee has requested that the current electric baseboard heating in the building should be reviewed and to take a look at the costs of adding a boiler and using hydronic baseboards. The Village could see savings in energy costs with the change.

Trustee Mistele also questioned how these buildings will meet current storm water management codes for DuPage County.

Administrator Halik stated that if the Board has no objections to the concept plan, Staff would like a consensus to move forward to the next phase which would be a professional services agreement with Mr. Bushhouse to develop final construction drawings that can be used for bidding purposes.

Mr. Bushhouse stated that the drawings could be completed in the next couple of months and out to bid in the Spring. Construction could then begin in June. The new Village facility could be operational by the end of the year.

The Board gave a consensus to proceed to the next phase.

PRIOR BUSINESS

10. COMMITTEE REPORTS

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Oggerino had no report.

11. ATTORNEY'S REPORT

Attorney Bastian had no report.

12. CLERK'S REPORT

Clerk Hansen had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halik advised the Board the Village received the GFOA Distinguished Budget Presentation Award for the 12<sup>th</sup> consecutive year.

14. MAYOR'S REPORT

Mayor Trilla stated that he gave the annual State of Village address at the Willowbrook/Burr Ridge Chamber of Commerce meeting on Wednesday, January 8, 2014. The address was well received.

15. EXECUTIVE SESSION

- a. REVIEW 2013 MINUTES - Pursuant to 5 ILCS 120/2(c)(21)  
Regarding the Minutes of Executive Session Meetings  
That Were Lawfully Closed Under the Open Meetings Act

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino  
to recess into Executive Session at the hour of 7:02 p.m.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele,  
and Oggerino. NAYS: None. ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of  
7:09 p.m.

16. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee  
Berglund, to adjourn the Regular Meeting at the hour of  
7:12 p.m.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele,  
and Oggerino. NAYS: None. ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

January 27, 2014.

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Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

**Meeting Date:** February 5, 2014

**Prepared By:** Jo Ellen Charlton, Planning Consultant

**Case Title:** PUD Concept Plan Review Compass Arena and Event Center

**Petitioner:** Compass

**Action Requested by Applicant:** Concept Review of proposed PUD by Plan Commission

**Location:** South side of Frontage Road between Del Rhea's Chicken Basket and 7-11

**Purpose:** Develop a multi-use indoor soccer facility/convention space, with restaurant and banquet space, a cigar lounge, and Turkish bath spa facility.

**Existing Zoning:** B-3 General Business

**Existing Land Use:** Vacant Property

**Property Size:** 3.657 Acres

**Surrounding Land Use:**

	<i>Use</i>	<i>Zoning</i>
<i>North</i>	Vacant Lot	M-1
<i>South</i>	I-55 Expressway	I-55 Expressway
<i>East</i>	7-11	B-2 Community Shopping
<i>West</i>	Del Rhea's Chicken Basket	B-3 General Business

**Documents Attached:**

1. Location Map
2. Site Plan
3. Elevations
4. Floor Plans
5. Concept Images

**Necessary Action by Plan Commission:** For Sketch Plan Reviews, the Zoning Ordinance allows the Plan Commission to review the plan and informally discuss the merits and/or problems of the proposed development. A summary of the discussion is to be forwarded to the Village Board via minutes. No formal action is to be taken.

**Request:**

The Zoning Ordinance allows land owners and potential developers an opportunity to submit a “sketch plan” in order to obtain the views of the appropriate village officials for the purpose of providing preliminary feedback to an applicant about a possible PUD project they are considering.

Staff previously provided this owner/applicant with some preliminary feedback which resulted in the submittal of the attached plans. While the mixed use concept of a soccer arena and exhibition facility is definitely of interest to Village staff and Village officials, this plan makes it difficult to determine whether the site can accommodate such a use. It certainly cannot support the use as designed as staff has identified nearly 40 variations that would be required to approve this plan. The purpose of this review is to provide the applicant with clear direction in two general areas including 1) the proposed mix and size of uses, and 2) a general extent to which the applicant might expect support on exceptions and variations and/or what information the Plan Commission might need to support those requests.

**Site Description:**

The development site is currently vacant. It is located on the south side of Frontage Road at the south end of Quincy Drive, between Del Rhea’s Chicken Basket and the 7-11. The site consists of 3.657 acres. It is a shallow site with around 200 feet of depth, with over 500 feet of frontage along Frontage Road. The site’s southern boundary is the I-55 expressway.



**Development Proposal:** The developer wishes to construct a multi-use facility consisting of a high ceiling approximately 25,000 square foot facility to accommodate two “mini” indoor soccer fields that can also be utilized for conventions and/or exhibition space; as well as a three story plus basement facility with the following uses:

**Basement:** Turkish bath spa facility (Permitted in B-3)

**1<sup>st</sup> Floor:** Restaurant/Bar (Special Use in B-3)

**2<sup>nd</sup> Floor:** Banquet/Party Room (Special Use in B-3)

**3<sup>rd</sup> Floor:** Cigar Club, Party Rooms, Golf Simulators (Special Use in B-3), although the Cigar Club (or any plan that includes smoking indoors) is prohibited by the Illinois Smoke Free Indoor Act and will therefore need to be removed from the plans.

### **Staff Analysis:**

#### Cigar Lounge:

As stated above, it appears the cigar lounge is prohibited by the Illinois Smoke Free Indoor Act and will need to be removed from the plans.

#### Variations:

The project as proposed includes nearly 40 variations, which is an indication that the site does not accommodate a use of this intensity. Attachment 1 provides a list of the Zoning Ordinance requirements and what is provided on the current plan. Variations are shown in the right column in color. Additional variations may be identified since the drawing that was provided was not “to scale.” Future submittals of the site plan must be provided as an overlay to the 1”=40’ Scaled Alta Survey.

Staff is advising the applicant to redesign the site, beginning with parking lot setback guidelines and adhering to other comments and recommendations in this report. The concept plan provided shows a parking lot setback only along the south property line. All other parking lot areas are built on the property line, or in the case of the Frontage Road, parking is actually shown off of their property in the IDOT right-of-way, which the Village cannot authorize. Minor variations from the parking lot/landscape setback requirements might be supported as the site is somewhat irregularly shaped, but only to the extent necessary to overcome the irregularity.

In a PUD, the principal building can be no closer to any property line than the height of the building. Depending on the height of the building, this setback requirement may be greater than the underlying zoning district setback standard. The building height was not determined because the elevation drawings are not drawn to scale, but it is likely between 30 and 40’.

It will also be worthwhile to evaluate how the separate uses interact together to see if a reduction in the number of parking spaces could be supported. In no instance should parking pavement extend all the way to any property line. Parking space dimensions, driveway and drive aisle widths, parking lot islands at the end of each parking row are important in providing safe maneuvering and circulation patterns within the site and should not be varied. Off-site parking might be considered, but should be fairly close to the site and be located or designed to provide safe access between the two properties, which may include bridge, tunnels, skywalks, etc., again noting that any improvement under, on or over Frontage Road requires IDOT approval.

Signage variations are not allowed under the existing B-3 Zoning, and although relief is possible through a PUD, it is generally supported only to the extent needed to adequately promote the proposed business. The proposed roof-top billboards constitute off-premise advertising, which has never been supported in Willowbrook. Additionally, these billboards violate several other signage standards in the Zoning Ordinance as indicated in Attachment 1. This stretch of properties provides I-55 motorists with the only snapshot of what Willowbrook is all about. It is considered by the Comprehensive Plan as the “gateway” to our community from I-55, and the visual impact of these signs is not typically considered desirable. Furthermore, as a billboard, the State has parallel jurisdiction over these signs and it is our understanding that such signage is not allowed along this portion of I-55 because this segment of Route 66 has been historically designated.

Comprehensive Plan/ Appropriateness of Use:

The Village Comprehensive Plan indicates that this property is best zoned for highway commercial uses. The Plan, adopted in 1993, provide the following specific recommendation for this area:

“The area along the south side of Joliet Road currently consists of a large vacant site, a vacant building, a small restaurant, and a self-service storage facility. Because the area between Joliet Road and the Stevenson Expressway is rather shallow in depth, existing development patterns have resulted in parcels of unusual configuration. The Plan recommends the consolidation and redevelopment of all parcels within the area except for the southern, most area which has recently been improved with a self-service storage facility. Parcels should be consolidated and developed with limited driveway access locations. It is extremely important that site and architectural features of new development or redevelopment recognize the need for aesthetically pleasing development as viewed from both the Stevenson Expressway and Joliet Road. This would include sensitive design with regard to off-site parking and loading areas, refuse disposal, signage, roof mounted equipment and other features. Special landscape treatment should be provided along the Stevenson Expressway right-of-way to lend a pleasing appearance to the development.”

Other relevant Comprehensive Plan Recommendations include the following:

- Frontage road should be improved from a rural cross section to an urban cross section, and upgraded to Industrial Collector Street Standard
- New commercial development should only be allowed where street capacities accommodate or can be modified to accommodate additional traffic and where there are no issues with access and compatibility of land uses
- Access points should be consolidated when possible.
- New commercial development should only occur on sites with sufficient land to provide well-landscaped, easily accessible and conveniently located parking areas.
- Natural features and mature landscaping should be preserved wherever possible
- Overhead utilities should be relocated underground.
- Sidewalks and crosswalks should be encouraged.

The subject property and the Chicken Basket property located immediately west are located between the self-service storage facility referenced in the comprehensive plan and the 7-11, which had not yet been constructed when the Plan was approved. Given the recommendation that new developments consider the consolidation of nearby smaller properties, it makes sense to consider the future of the Chicken Basket property as part of this development since it is the only other

property on the South side of Joliet Road. This original "Route 66" business is on the National Register of Historic Places and predates Willowbrook's incorporation as a Village. Staff met with Pat Rhea who was generally receptive to the proposed use if it can be modified to fit the site. His interests include maintaining his visibility to south bound I-55 traffic, preventing unauthorized spill-over parking onto his parking lot, and ensuring the site has proper drainage. He liked the proposed northern orientation of the building, and noted that he would not want the building to be turned in a way that would place the rear of the building to adjoin his property. He is not opposed to the removal of any of the existing perimeter trees between their two properties. He has no immediately plans to sell his property, but did indicate he would consider reasonable offers to purchase the property, which also includes "buying-out" the business. Given the limitations on the existing site, the acquisition of the Chicken Basket site may give the developer an option to achieve the development they desire, and should be considered. If the site is not purchased, staff will work with the two property owners to ensure compatibility between their properties.

The proposed uses certainly fit the type of uses intended by "highway commercial" uses classified in the Comprehensive Plan, assuming it can be built to conform to the other objectives identified in the Plan. These objectives include ensuring the site is accommodated with adequate roadways, access, parking and circulation; in other words, the objectives that make the site "work". Other objectives can be somewhat more subjective but suggest that the Village should not turn its back on that part of the property that is adjacent to I-55 just because we can't see it. To the contrary, the Plan promotes site design considerations that send a message to the outside world about who we are and how we want to be perceived. It suggests tasteful landscaping, sensible signage and screening of unsightly rooftop mechanical equipment, which is important given that most of the site is already quite a bit lower in elevation than the expressway.

Traffic Flow & Access: A Traffic Study that evaluates the traffic generated to and from the site and the impact on the local roads, as well as an internal circulation analysis of this site will be required as part of this application. As recommended by the Comprehensive Plan, Frontage Road will likely, at a minimum, need to be improved by the developer to an urban cross section along the property frontage, and potentially beyond if the site generates impacts that will contribute to an increase in traffic as expected. Staff will be evaluating the extension of this improvement all the way east to Madison, to match recent work completed in Burr Ridge east of Madison. An urban cross section includes curb, gutter, sidewalks, lighting and landscaping. Given the importance of this segment of roadway as part of this historic Route 66, however, alternative road designs may be considered that are a hybrid between an urban cross section and a more historically correct rural highway cross section. Pavement "edges" instead of curbs and the use of ditches that are improved with under-drains to handle stormwater volumes should be explored. Pedestrian and bikeway access should also be considered, particularly in light of the increased pedestrian traffic generated by the new trade school across the street.

As mentioned above, the primary access into this site should align with the western access to the Willowbrook Centre Subdivision across the street. This access point will be approximately 140 feet west of the east property line. Depending on need, additional limited access (right-in, right-out) may be considered. It is important to note that Joliet Road is a State right-of-way, and permits to do any work within the right-of-way will be required from IDOT.

According to the Alta Survey, the site is currently encumbered by an existing Ingress and Egress Easement on the east end of the site. The applicant will be required to provide a copy of the document that granted this easement with the application. It appears it is to the benefit of the 7-11 property and was likely intended to provide a secondary means to access that property. In fact the

7-11 property was constructed to include a stub that actually already extends onto the Subject Property. Depending on the details of the easement and the final site plan for this project, it may be necessary to work with the owners of the 7-11 property to amend or eliminate the easement.

Finally, Tri-State Fire Protection District has commented they must be able to gain paved access to all four sides of a building containing this mix of uses. See Attachment 2, which is letter from Tri-State dated January 24, 2014. Additionally, Tri-State needs to be able to maneuver its trucks within the site and has provided turning radius information in the attachment.

Utilities: The property is served by a 12" water main located on the north side of Frontage Road. While it is expected this main will be adequate to serve the property, additional lines to and potentially around the site for fire flow, fire hydrants, and for domestic service will be required.

DuPage County provides sanitary service for the site, and there is an existing sewer along Joliet Road. The applicant will need to confirm with the County that there is adequate capacity for the proposed use.

A power pole and wire terminate on the property at the northwest corner. This line crosses Frontage Road, then continues west along the north side of Frontage Road. This line should be buried and the pole removed as part of the construction project.

The location of an accessible garbage handling facilities needs to be designated on the site and must be screened by a masonry enclosure.

Stormwater Management: Very little provisions are made on the site to accommodate storm water or to address "best management Practice" (BMP) requirements. As currently designed, the site is nearly 100 percent impervious, which provides no surface space for the traditional stormwater facilities. According to Village Engineer Dan Lynch, the site will likely require approximately 1.7 to 1.9 acre feet of storm water storage on site. Putting all of this water in underground storage tanks is very expensive, and carving out part of the property for a more traditional stormwater detention pond will further impact how much development can occur on this site. Additionally, "BMP's" (water quality measures) will be required by Village and County codes. See Attachment 3 for Dan Lynch's January 21, 2014 e-mail enumerating his preliminary comments.

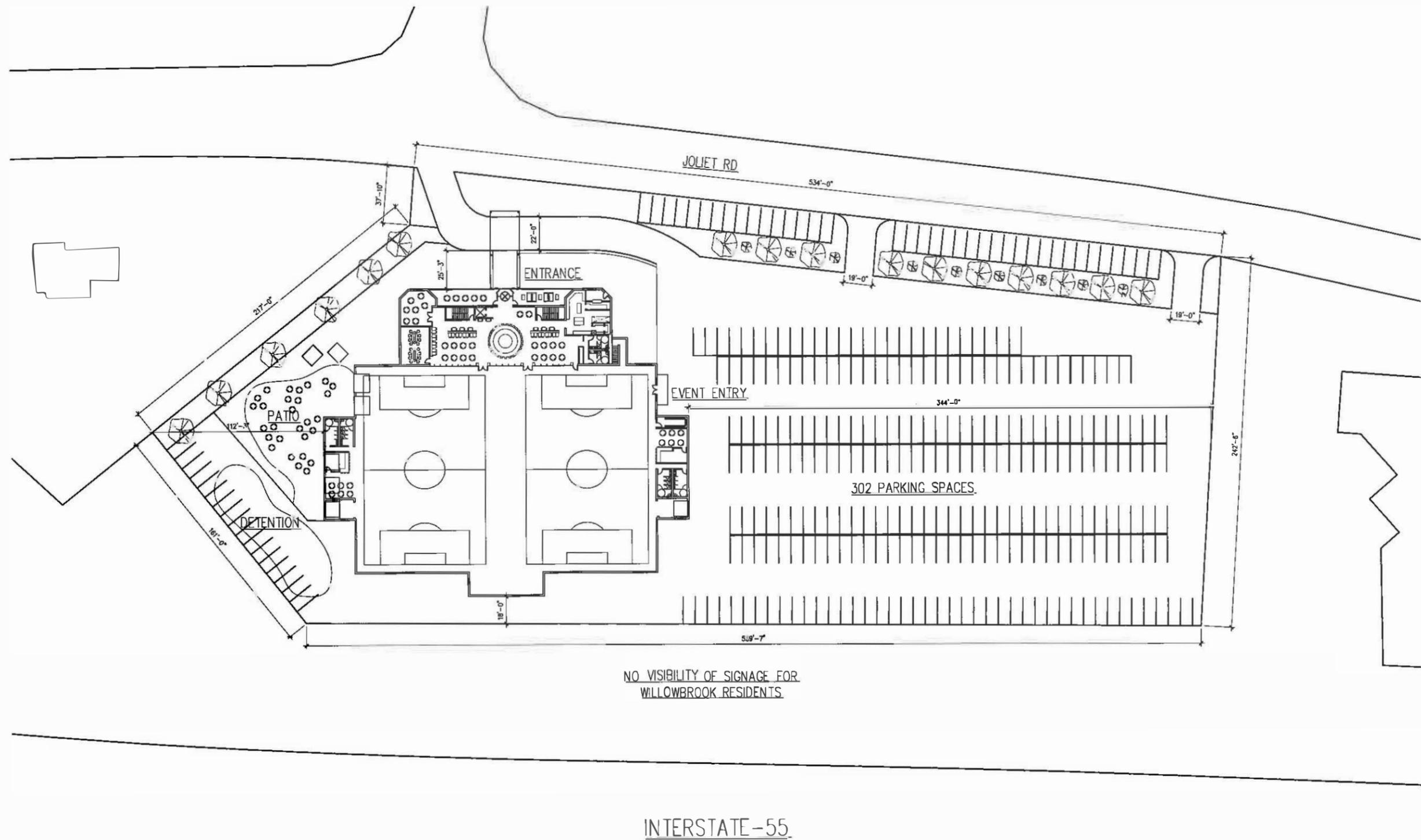
## **Summary**

The Village is very excited about the prospect of a use that will bring new people to town and that can accommodate exhibitions and other special events. This type of use would support existing hotels and surrounding restaurants and retail uses and provide them and others with opportunities to expand. The use as currently proposed on this site, however, does not yet work. Staff believes it will be necessary for the developer to "scale down" and redesign the building so that the building fits in compliance with setback standards, and that can be accommodated with adequate parking and maneuvering areas on the site. This includes the provision of code compliant parking space dimensions, drive aisle widths, parking islands, and maneuvering areas. The current building footprint does not work. It should be redesigned, reoriented, and/or the number of playing fields should be reduced from two to one. Additionally, eliminating at least one floor of the restaurant/spa/club uses would also reduce parking requirements and make the project more likely to "fit" the site. If necessary and feasible, certain off-site parking could also be considered if it can be designed to provide convenient and safe access to the site.

Given the amount of billboard/off-premise signage shown on the concept plans, it is appropriate at this time to advise the applicant where the Village stands on this issue in case it is a large part of their feasibility to locate here. Allowing even one of the multiple off-premise, roof-top billboards proposed on the plans would be a large departure from previous actions, which have relied on recommendations in the Comprehensive Plan to preserve and protect the Village's image along its major corridors. Further, based on past "denials" by the State for billboards along this corridor, it is likely they will not be allowed anyway.

The following general guidelines are provided to assist the Plan Commission as they consider direction to provide to the applicant.

1. Building setbacks should meet the greater of the underlying zoning district requirements or the height of the building as required in the PUD standards, and provide unencumbered circulation all the way around the building with a minimum 24' clear drive aisles to satisfy Tri-State requirements.
2. All parking lot and other pavement setbacks should meet 15' front and 10' pavement setback requirements, except when site conditions warrant reduction, but in no case less than 5' in any yard.
3. Parking lot design. Meet 9'x18' parking space dimensions, 24' drive aisle widths, and mark the end of each parking row with landscape islands. Consider reducing/eliminating intermediate landscape islands within parking rows given the tight conditions in the site.
4. Off-premise billboard signs do not provide the "Welcome to Willowbrook" message for I-55 motorists intended by the Comprehensive Plan and should not be allowed on the site. Generally, the site should comply with sign regulations, with special relief only provided to mitigate an unusual characteristic of the site. The Village's "business site frontage" provisions in the Sign Ordinance allows for business wall signage that is visible from I-55 and up to 40' in height, which should be well-suited for placement on the wall closest to I-55. Wall signs may also be considered on the north and east building wall elevations. An additional ground sign up to 12' in height is permitted by code along Frontage Road, and is well-suited to direct motorists on the local streets to the site without diminishing the significance of the DelRhea's sign which is 18'-20' in height. Final signage considerations should only be provided once there is consensus on a site plan that works.
5. Once there is consensus on a Site Plan, the developer should have traffic studies completed that provide trip generation information about the site so that necessary improvements to Frontage Road can be determined. The developer's traffic consultant should also provide an on-site parking and circulation analysis for the Village's review.



**SITE PLAN**  
 1/32" = 1'



**EXTERIOR PERSPECTIVE**  
LOOKING NORTH



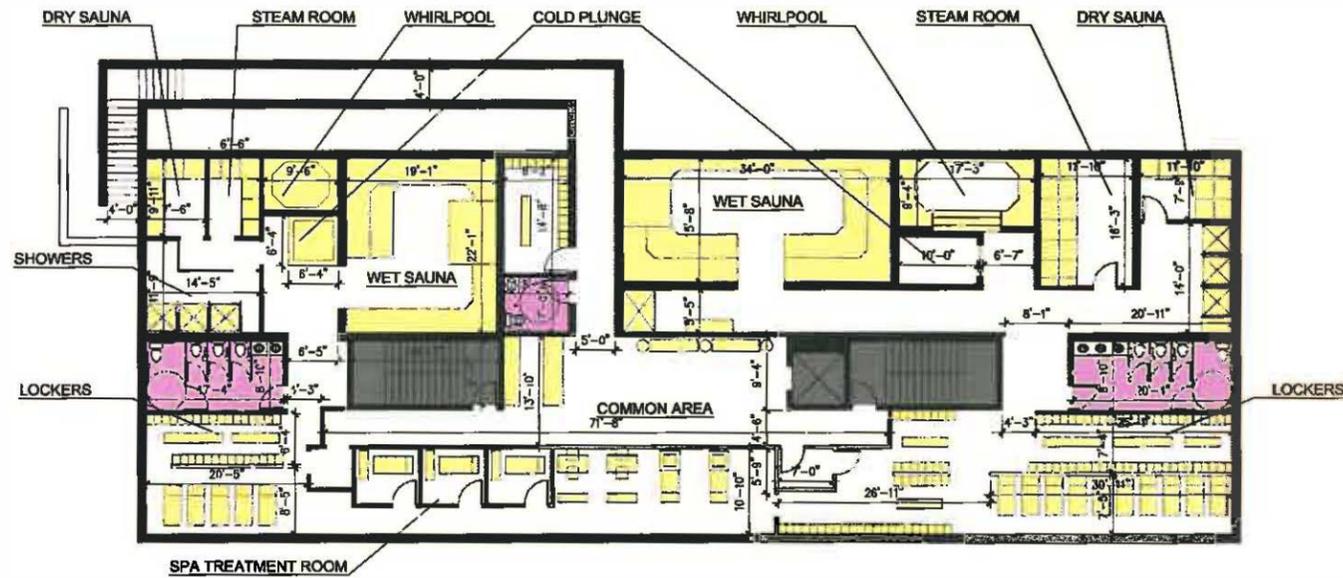
**EXTERIOR PERSPECTIVE**  
LOOKING WEST



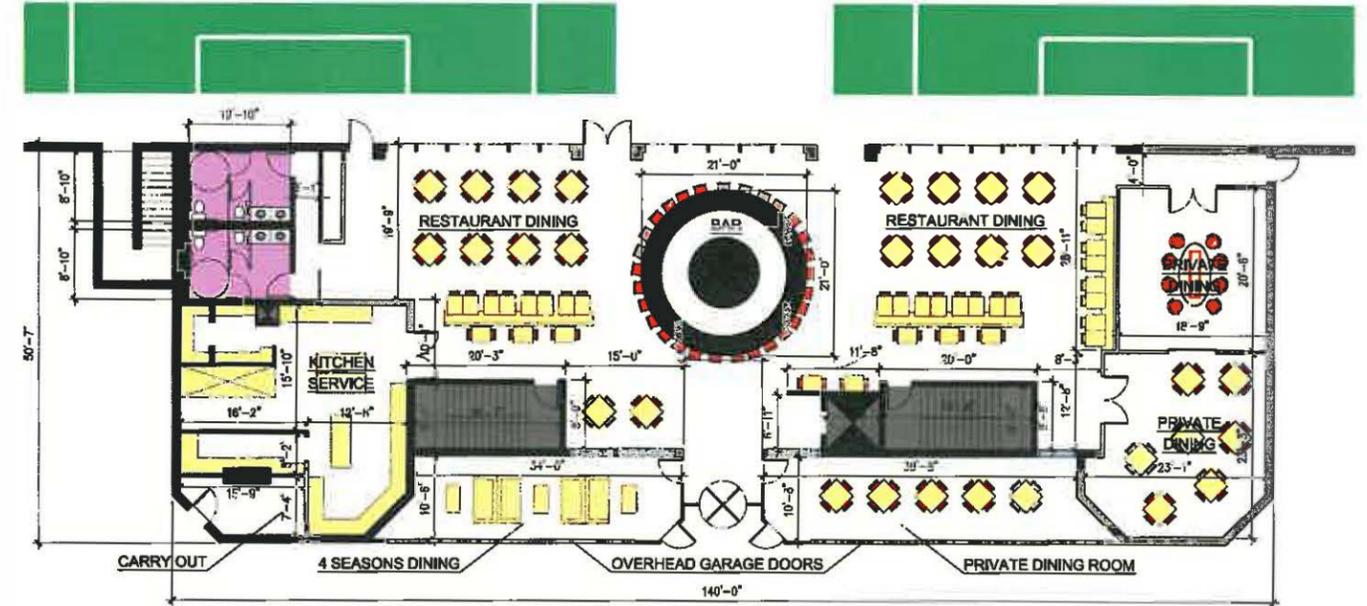
**EXTERIOR PERSPECTIVE**  
LOOKING EAST



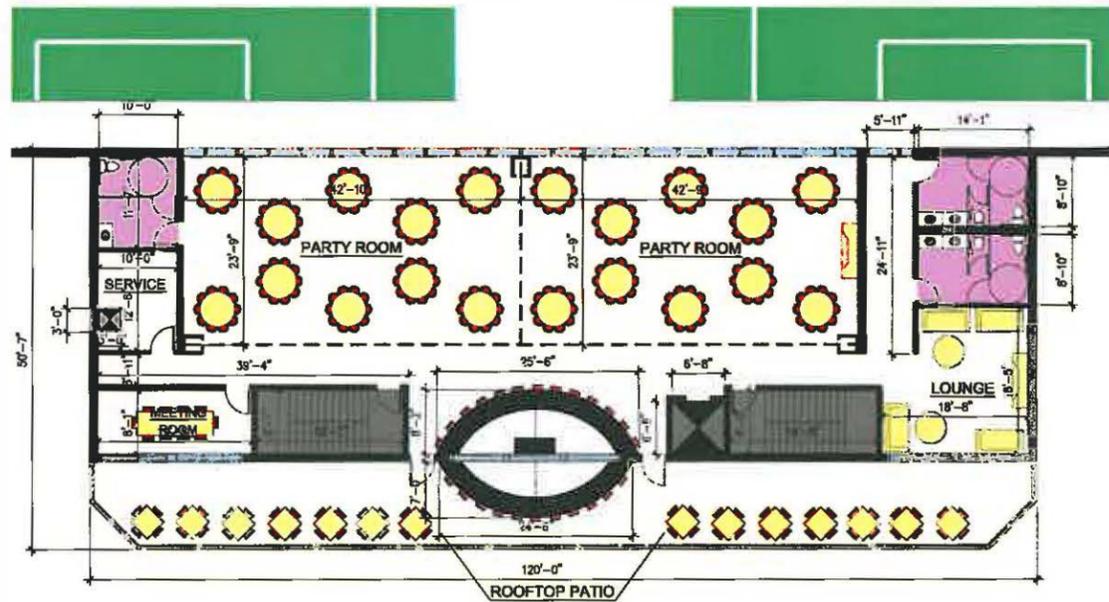
**EXTERIOR PERSPECTIVE**  
LOOKING SOUTH



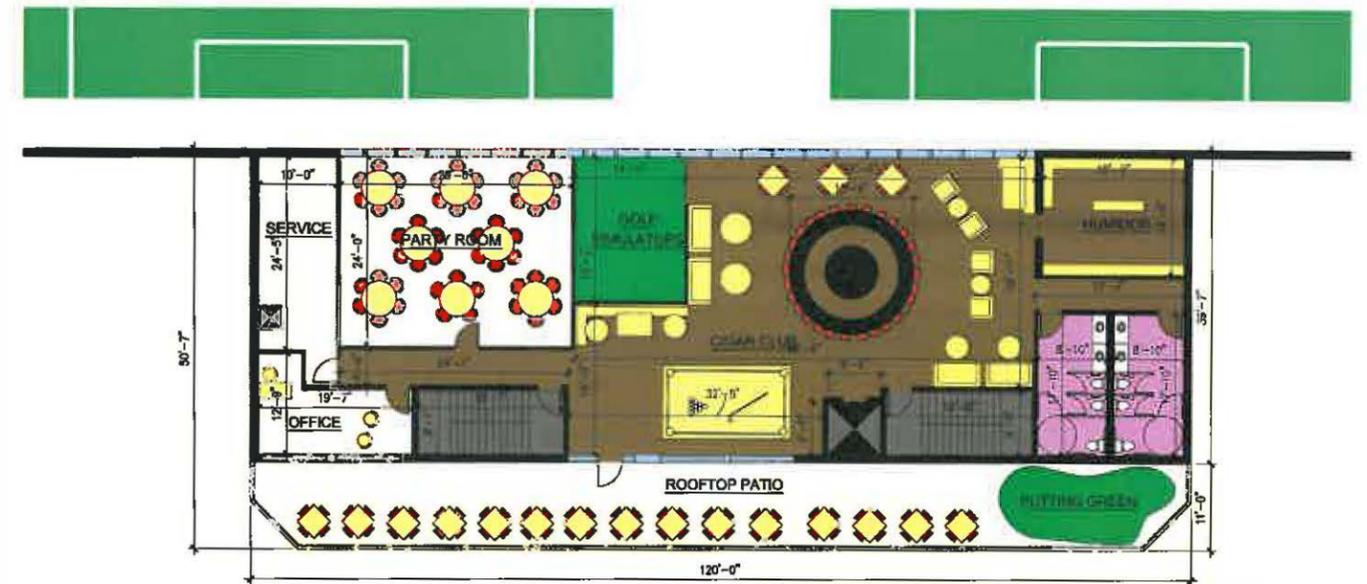
LOWER LEVEL FLOOR PLAN  
3/32" = 1'-0"



FIRST FLOOR PLAN  
3/32" = 1'-0"



SECOND FLOOR PLAN  
3/32" = 1'-0"



THIRD FLOOR PLAN  
3/32" = 1'-0"



**SOCCER ARENA**



**EVENT HALL**

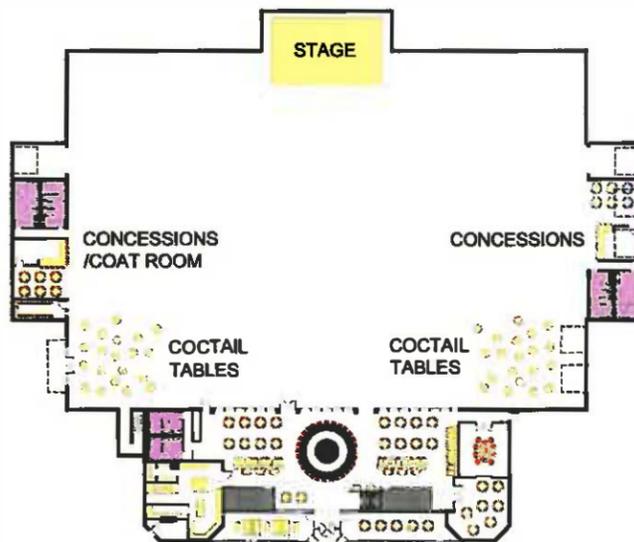


**EXHIBITION CENTER**



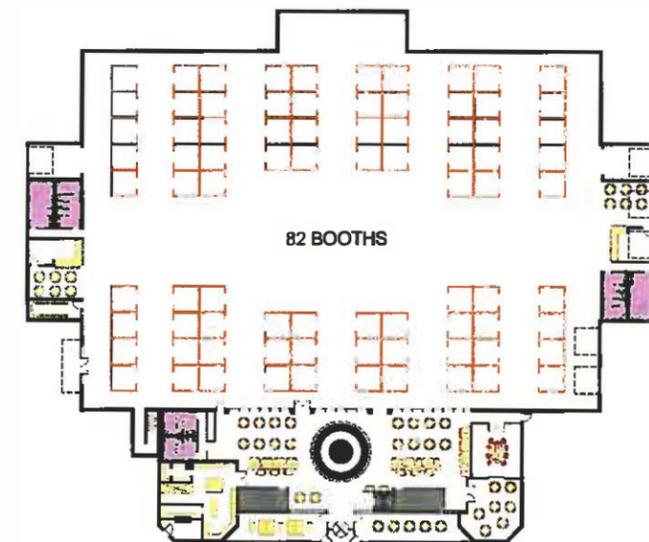
**SOCCER FLOOR PLAN**

1/32" = 1'-0"



**EVENT FLOOR PLAN**

1/32" = 1'-0"

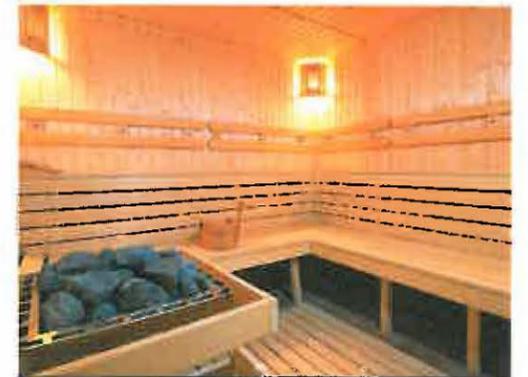


**EXHIBITION FLOOR PLAN**

1/32" = 1'-0"



LOWER LEVEL SPA PLAN 





A



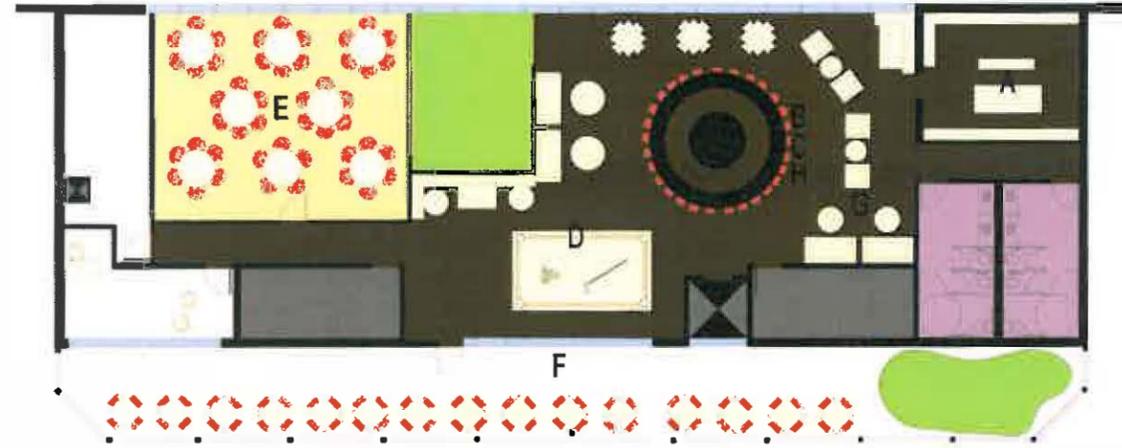
B



C



D



THIRD FLOOR PLAN



E



F



G



H

S. QUINCY ST. & JOLIET RD.

PROPOSED SITE/PARKING PLANS

R. VARI AND ASSOCIATES

LAGRANGE - CHICAGO

312.735.0401



**FIRST FLOOR BAR**

LOOKING SOUTH EAST



**SECOND FLOOR PARTY ROOM**

LOOKING SOUTH WEST



**THIRD FLOOR CIGAR CLUB**

LOOKING SOUTH



**FIRST FLOOR BAR**

LOOKING SOUTH



**SECOND FLOOR PARTY ROOM**

LOOKING NORTH



**THIRD FLOOR CIGAR CLUB**

LOOKING NORTH



**FIRST FLOOR BAR**

LOOKING SOUTH



**SECOND FLOOR BALCONY**

LOOKING SOUTH WEST



**THIRD FLOOR CIGAR CLUB**

LOOKING EAST

Zoning Di B-3

Special Use

Indoor Amusement  
Restaurant/Banquet

		Per Code	
9-6-1	Front Yard Landscaping		None
9-6C-3	Minimum Lot Area (Indoor Amusement PLUS Restaurant/Banquet Hall	3	3.657
9-6C-3(C)	Lot Width	200'	534
9-6C-3(D)	Lot Depth	200'	205
9-6C-3(E)1	Front **	**	Ap 28'
9-6C-3(E)2	Interior Side (East)	30'	OK
9-6C-3(E)2	Interior Side (West) **	**	OK
9-6C-3(E)2	Interior Side (South)	30'	OK
9-6C-3(E)4	Rear (South)	**	18'
9-6C-3(F)	Lot Coverage	50%	OK
9-6C-3(G)	Maximum Height	30'	??
9-6C-3(H)	FAR	0.3	OK
9-10-4	Loading Space	1	None
9-10-5(B)	Parking not located on same lot		On Frontage
9-10-5(G)	Front Parking*	15'	0
9-10-5(G)	Interior Side Parking (East)	10'	0
9-10-5(G)	Interior Side Parking (West)	10'	15'
9-10-5(G)	Interior Side Parking (South)	10'	0
9-10-5(G)	Rear Parking (South)	10'	0
9-10-5(G)1	Front Parking Landscaping	Lscape Berm	None
9-10-5(G)2	Interior/Rear Parking Landscaping	5'	None
9-10-5(G)3	Interior Parking Lot Lscaping	10%	None
9-10-5(G)3	End Islands at end of each row		None
9-10-5(G)3	Intermediate Islands every 20 spaces		None
9-10-5(I)2c	Curb/Gutter Required		None
9-10-5(K)	Parking Spaces Required (Spaces in the Right of Way Not County)	397	268
9-10-5(L)	Parking Space Dimensions	9x18	8x18
9-10-5(L)	Aisle width between parking spaces	24'	20/21
9-10-5(L)	Undivided 2 way drive width*	24'	19 and 22
9-10-5(L)2(d)	Driveway setback from lot line	70'	10'-15'
9-10-5(L)2(e)	Spacing between drives	400'	?10'-250'
9-10-5(N)	HC Spaces	8 for 302	0
9-14-2.23(B)2	1 "Planting"/725 Square feet of area	240	6
9-14-2.23(B)3a	Minimum Shade Trees (5 Percent)	12	6
9-14-2.23(B)3b	Minimum Conifers (10 Percent)	24	0
9-14-2.23(B)3c	Minimum Ornamental (20 percent)	48	0
9-14-2.23(B)3d	Foundation Planting (in 7' beds)		None
9-11-4(A)	Commercial billboards displaying information not related to conduct of business		
9-11-4(B)	Flashing Signs Prohibited		
9-11-4(C)	Roof Signs Prohibited		
9-11-4(D)	Projecting Signs Prohibited		
9-11-4(F)	Signs not advertising bona fide business on site		
9-11-9(B)	Signs violate Highway Advertising Control Act of 1971		
9-11-9(C)	Signs project above roof and taller than 20'		
9-11-11(B)	No sign higher than 1' below top of building or 20', whichever is higher		
9-11-12(B)2	35,000 to 90,000 square feet		
	235 Site Frontage Front *	294	Dimensions not Provided ??
	235 Site Frontage Rear *	294	Dimensions not Provided ??
	180 Site Frontage East *	225	Dimensions not Provided ??
9-11-12(B)2d1	Sign must be of material of main building		
9-11-12(B)2d4	Not greater than 45 square feet per side		
9-11-12(B)2d5	Monument Sign greater than 12 feet in height		

Setbacks must be equal to or greater than the height of the building which is not yet known.

**Compass Arena and Events Center - Comments on Concept Plan**

Dan Lynch [dlynch@cbbel.com]

Sent: Tuesday, January 21, 2014 5:04 PM

To: Jo Ellen Charlton

Cc: Tim Hallik [THallik@willowbrook.il.us]

Jo Ellen

The following are my comments on the concept plan prepared by R. Vari and Associates and not dated:

1. The plan shows 302 parking spaces on the site. The Illinois Accessibility Code requires 8 handicapped stalls for this number of total spaces. No handicapped stalls are shown.
2. The driveway width on the south side of the building that serves the parking stalls southwest of the building is not adequate for two-way traffic. This is the only route to serve these stalls. A width of 24 feet is needed.
3. The site plan should be overlaid on a site survey. The property dimensions shown do not match those on the recorded plat of subdivision.
4. A very small detention area is shown on the southwest side of the building within the parking lot. For a site of this size, it is likely that approximately 1.7 to 1.9 acre feet of storm water storage will be required to comply with Village and County Codes.
5. The site will require Best Management Practices (water quality measures) as required by Village and County Code.
6. There is a 12" water main along Joliet Road that will serve the site. It will be necessary to extend domestic and fire protection service to the building. The applicant will also have to evaluate if the existing mail provides sufficient coverage from the existing hydrants or if additional fire hydrants are necessary.
7. Du Page County provides sanitary service for the site and there is an existing sewer along Joliet Road. The applicant should confirm with the County that there is adequate capacity for the proposed use.
8. The proposed 19' wide driveways from the parking lot to Joliet Road are too narrow. They should be at least 24', wider if there will be more than one outgoing lane (left turn and right turn lanes).
9. No loading area is shown for the proposed building.
10. No garbage dumpster enclosure area is shown.
11. Adequate parking lot lighting will have to be provided as the design progresses.
12. A schematic diagram showing how fire trucks can move through the site should be provided. This should be reviewed and approved by the fire protection district.
13. The entrance canopy should be of adequate height to allow all expected vehicles to pass. Also, the driveway should be of sufficient width to allow for vehicles to pass as passengers are being dropped off.
14. A traffic impact study should be provided.
15. An IDOT permit will be required for improvements within the Joliet Road right of way.
16. Although not within the scope of my review, the applicant may want to consider a separate entrance so that not all athletes have to pass through the bar/restaurant area to reach the soccer arena.

Please note that additional comments may be generated as the plans progress.

Dan

**Daniel L. Lynch, PE, CFM***Head, Municipal Engineering Department***Christopher B. Burke Engineering, Ltd.**

9575 W. Higgins Road, Suite 600 Rosemont, IL 60018

Phone: (847) 823-0500 Fax: (847) 823-1029

E-Mail: [dlynch@cbbel.com](mailto:dlynch@cbbel.com)

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**TRI-STATE  
FIRE PROTECTION DISTRICT**

419 PLAINFIELD ROAD • DARIEN, ILLINOIS 60561 • (630) 323-6445

January 24, 2014

Village of Willowbrook  
Attn: Roy Giuntoli  
7760 Quincy Street  
Willowbrook, Illinois 60527

**RECEIVED**

JAN 24 2014

VILLAGE OF WILLOWBROOK  
BUILDING & ZONING DIVISION

RE: Proposed Compass Arena & Event Center  
635 Joliet Road, Willowbrook

Roy Giunto,

We have received a copy of the submitted site plans for the above project. Listed below are a few of our major concerns along with significant ordinance information.

- Must be able to gain access to all four side of the building.
- Location of the loading docks and dumpster must be legible.
- Determine type of sprinkler system.
- Provide height of awnings.
- Provide type of backup generator system.
- Provide location of hydrants.
- Provide location of stand pipe connections.
- Do to the parking spaces and entrances Tri-State vehicles are unable to access the building.
- Enclosed are four sheets with each vehicles height information and turning radius.

<u>VEHICLES 2013</u>		
	<u>HEIGHT</u>	<u>RADIUS</u>
529	12' 3"	CURB TO CURB 38.1'
531	11' 8"	
541	10'5"	
521	SOLD	
Squad 511	10'10"	
526 mini squad	8'6"	
536 mini squad	8'6"	
Amb 534 with antenna	10' 10"	
Amb 524 with antenna	10' 10"	
B/C	8'2"	
Amb 525 with antenna	10'11"	



## Turning Performance Analysis

6/24/2013

**Bid Number:** Tri State Fire District - NWMC  
**Department:** 5167

**Chassis:** Velocity Chassis (Big Block)  
**Body:** Pumper, Long, Alum, 2nd Gen

### Definitions:

---

<b>Inside Cramp Angle</b>	Maximum turning angle of the front inside tire.
<b>Axle Track</b>	King-pin to king-pin distance of the front axle.
<b>Wheel Offset</b>	Offset from the center-line of the wheel to the king-pin.
<b>Tread Width</b>	Width of the tire tread.
<b>Chassis Overhang bumper depth.</b>	Distance from the center-line of the front axle to the front edge of the cab. This does not include the bumper depth.
<b>Additional Bumper Depth</b>	Depth that the bumper assembly adds to the front overhang.
<b>Wheelbase</b>	Distance between the center lines of the vehicle's front and rear axles.
<b>Inside Turning Radius</b>	Radius of the smallest circle around which the vehicle can turn.
<b>Curb to Curb Turning Radius</b>	Radius of the smallest circle inside of which the vehicle's tires can turn. This measurement assumes a curb height of 9 inches.
<b>Wall to Wall Turning Radius</b>	Radius of the smallest circle inside of which the entire vehicle can turn. This measurement takes into account any front overhang due to the chassis, bumper extensions and/or aerial devices.



## Turning Performance Analysis

51

6/24/2013

**Bid Number:** Tri State Fire District - NWMC  
**Department:** 1003

**Chassis:** Dash-2000 Chassis  
**Body:** Pumper, Long, Alum, 2nd Gen

### Definitions:

---

<b>Inside Cramp Angle</b>	Maximum turning angle of the front inside tire.
<b>Axle Track</b>	King-pin to king-pin distance of the front axle.
<b>Wheel Offset</b>	Offset from the center-line of the wheel to the king-pin.
<b>Tread Width</b>	Width of the tire tread.
<b>Chassis Overhang bumper depth.</b>	Distance from the center-line of the front axle to the front edge of the cab. This does not include the bumper depth.
<b>Additional Bumper Depth</b>	Depth that the bumper assembly adds to the front overhang.
<b>Wheelbase</b>	Distance between the center lines of the vehicle's front and rear axles.
<b>Inside Turning Radius</b>	Radius of the smallest circle around which the vehicle can turn.
<b>Curb to Curb Turning Radius</b>	Radius of the smallest circle inside of which the vehicle's tires can turn. This measurement assumes a curb height of 9 inches.
<b>Wall to Wall Turning Radius</b>	Radius of the smallest circle inside of which the entire vehicle can turn. This measurement takes into account any front overhang due to the chassis, bumper extensions and/or aerial devices.

521



## Turning Performance Analysis

6/24/2013

**Bid Number:** Tri State Fire District - NWMC  
**Department:** 5025

**Chassis:** Arrow-XT Chassis, Aerials, 31K Single Axle  
**Body:** Aerial, Sky-Boom 61'55', Alum Body

### Definitions:

---

<b>Inside Cramp Angle</b>	Maximum turning angle of the front inside tire.
<b>Axle Track</b>	King-pin to king-pin distance of the front axle.
<b>Wheel Offset</b>	Offset from the center-line of the wheel to the king-pin.
<b>Tread Width</b>	Width of the tire tread.
<b>Chassis Overhang bumper depth.</b>	Distance from the center-line of the front axle to the front edge of the cab. This does not include the bumper depth.
<b>Additional Bumper Depth</b>	Depth that the bumper assembly adds to the front overhang.
<b>Wheelbase</b>	Distance between the center lines of the vehicle's front and rear axles.
<b>Inside Turning Radius</b>	Radius of the smallest circle around which the vehicle can turn.
<b>Curb to Curb Turning Radius</b>	Radius of the smallest circle inside of which the vehicle's tires can turn. This measurement assumes a curb height of 9 inches.
<b>Wall to Wall Turning Radius</b>	Radius of the smallest circle inside of which the entire vehicle can turn. This measurement takes into account any front overhang due to the chassis, bumper extensions and/or aerial devices.

**Meeting Date:** February 5, 2014

**Prepared By:** Jo Ellen Charlton, Planning Consultant

**Case Title:** PUD Concept Plan Review Little Sunshine Playhouse  
6258 Kingery Hwy, Willowbrook, IL

**Petitioner:** Ferris Group Develop Real Estate Development

**Action Requested by Applicant:** Concept Review of proposed PUD by Plan Commission

**Location:** West side of Route 83, north of 63<sup>rd</sup>

**Purpose:** Develop an up-scale childcare/preschool facility in a 1 story, 8,465 square foot building, with two outdoor playgrounds.

**Existing Zoning:** B-2 Community Shopping

**Existing Land Use:** Vacant Property

**Property Size:** 1.807 Acres

**Surrounding Land Use:**

	<i>Use</i>	<i>Zoning</i>
<i>North</i>	The Knolls Condos	R-5
<i>South</i>	Bank	B-2 PUD
<i>East</i>	Ruth Lake (Across Route 83)	Unincorporated
<i>West</i>	Lake	B-2 PUD

**Documents Attached:**

1. Preliminary Site Plan
2. Preliminary Elevations

**Necessary Action by Plan Commission:** For Sketch Plan Reviews, the Zoning Ordinance allows the Plan Commission to review the plan and informally discuss the merits and/or problems of the proposed development. A summary of the discussion is to be forwarded to the Village Board via minutes. No formal action is to be taken.

**Development Proposal:** The developer wishes to construct a single story 8,465 square foot building in the middle of the lot, with a 4,750 square foot playground on the north side of the building and a 2,750 toddler playground on the south side of the building (see attached site plan). Parking for 48 spaces is also provided on the lot. The elevations provided suggest a structure that appears more like a large single family home, or a nice golf course club house.

**History:** On 9/8/86, the Village Board approved Ordinances Nos. 86-O-28 and 86-O-29, which respectively provided for the special use permit, preliminary subdivision, PUD plat and variations and final subdivision and PUD for the Willowbrook Square Shopping Center and Hinsbrook Bank. On 9/28/87 with Ordinance No. 87-O-40, Lot 2 of the Willowbrook Square PUD received final PUD plat approval and additional variations to allow for the Blue Moon Restaurant. Granted variations included a reduction in the Route 83 setback from 100' to 90'; the elimination of the required loading berth; a reduction in the required setback to 5' for off-street parking areas, including any and all impervious surfaces adjacent to any residential district. On 9/5/07, by a vote of 5-0, the Plan Commission recommended approval for amendments to the Subject Lot 2 to allow for the Willowbrook Animal Care Clinic. This proposal was ultimately withdrawn by the applicant as a result of opposition to the outdoor dog kennels included as part of the project.

Previous PUD amendments for projects that were never built are not valid, but are a good indication of what might be considered on this property. The site is encumbered by physical features, easements and greater than normal setback requirements because of the site's proximity to Route 83, which requires a 100' "specific setback"; and a 100' transitional setback from the residential property to the north.

**Staff Analysis:**

Use:

A daycare facility is not a listed permitted or special use in the B-2 zoning district, so the PUD amendment will need to include a "use exception" to allow the proposed use. Given the limitations of the site for traditional retail uses, staff supports the proposed use as an appropriate exception.

Variations:

All relevant bulk requirements in question are provided in the table below, along with an exact or estimated setback if one is not clearly marked on the plan. The Plan Commission is being asked to consider its informal position as to these possible requests for relief.

*Specific Setback from Route 83.* The ordinance requires a 100' foot building setback from Route 83. The building may meet this setback, although it is not clearly marked. If it does not, only a small portion of the building encroaches in the 100' setback due to the angle of the building as compared to the front lot line.

*Parking lot Setback from Route 83.* The ordinance requires a 40' setback from Route 83. Past proposals have been considered down to 10'. The existing proposal is somewhere between 5 and 10 feet. Staff notes the existence of a 10' easement along the front lot line. The details of this easement should be evaluated before the Village considers anything less than 10'. Additionally, there may be some unconfirmed flood plain property located near the front lot line at the south end of the site, which may require additional measures to build within. Staff recommends revisions that keep this setback at a minimum 10 feet if possible.

Other Issues.

This review is limited in scope to basic bulk requirements. As additional information is submitted and reviewed, additional comments will be forthcoming. Landscaping and lighting will be evaluated against code requirements. It is also important to note that the site will need to provide on-site stormwater control and “bmp’s” (best management practices). Other engineering issues that have come up in the past include proximity to floodplains, modifications of easements, permitting from IDOT for improvements in Route 83, and others.

**Summary**

For a number of likely reasons, the subject property has been slow to develop over the years. While it is a highly visible site on Route 83, it does not have good access. Access to Route 83 will only be allowed via right-in, right-out. Other access is provided from the south, through the shopping center and bank parking lots. For many retailers, this scenario is not appropriate, and the site has not attracted high end retailers. A day-care use is a perfect use because it is a destination trip that people will be willing to drive to. The building is designed to appear similar to a large up-scale single family home, and it is situated on the property to minimize impacts on the residential property to the north to the greatest extent possible. Certain exceptions are required including parking lot setback variations to the north and east. The applicant is hoping to obtain general feedback from the Plan Commission on the use and on some of the bulk requirements inferred from the proposed preliminary site plan.

**TFG**  
**THE FERRIS GROUP**  
Real Estate Development & Investment

January 16, 2014

The Village of Willowbrook Illinois  
Jo Ellen Charlton  
Planning Consultant  
7760 Quincy St.  
Willowbrook, IL 60527

RE: Conceptual Review – Planning Commission  
6258 Kingery Hwy Willowbrook, IL 60527  
Parcel Number: 09-14-300-020

Dear Planning & Development:

The Ferris Group is pleased to request a conceptual review by the Planning Commission for the development of a childcare and preschool facility at 6258 Kingery Hwy Willowbrook, IL 60527. Included below is a brief description of the proposed development and attached are elevations and a site plan.

The property will be developed as a childcare and preschool facility. The single story building will be approximately 8,465 square feet with two exterior enclosed playgrounds totaling approximately 7,500 square feet. Total student capacity of the building is estimated to be 128 with an additional staff estimate of 18.

We look forward to the opportunity to review our proposed development with The Village of Willowbrook Illinois.

If you have any further questions please call me at (314) 600-0235 or email me at [pamos@ferrisgroup.com](mailto:pamos@ferrisgroup.com).

Sincerely,



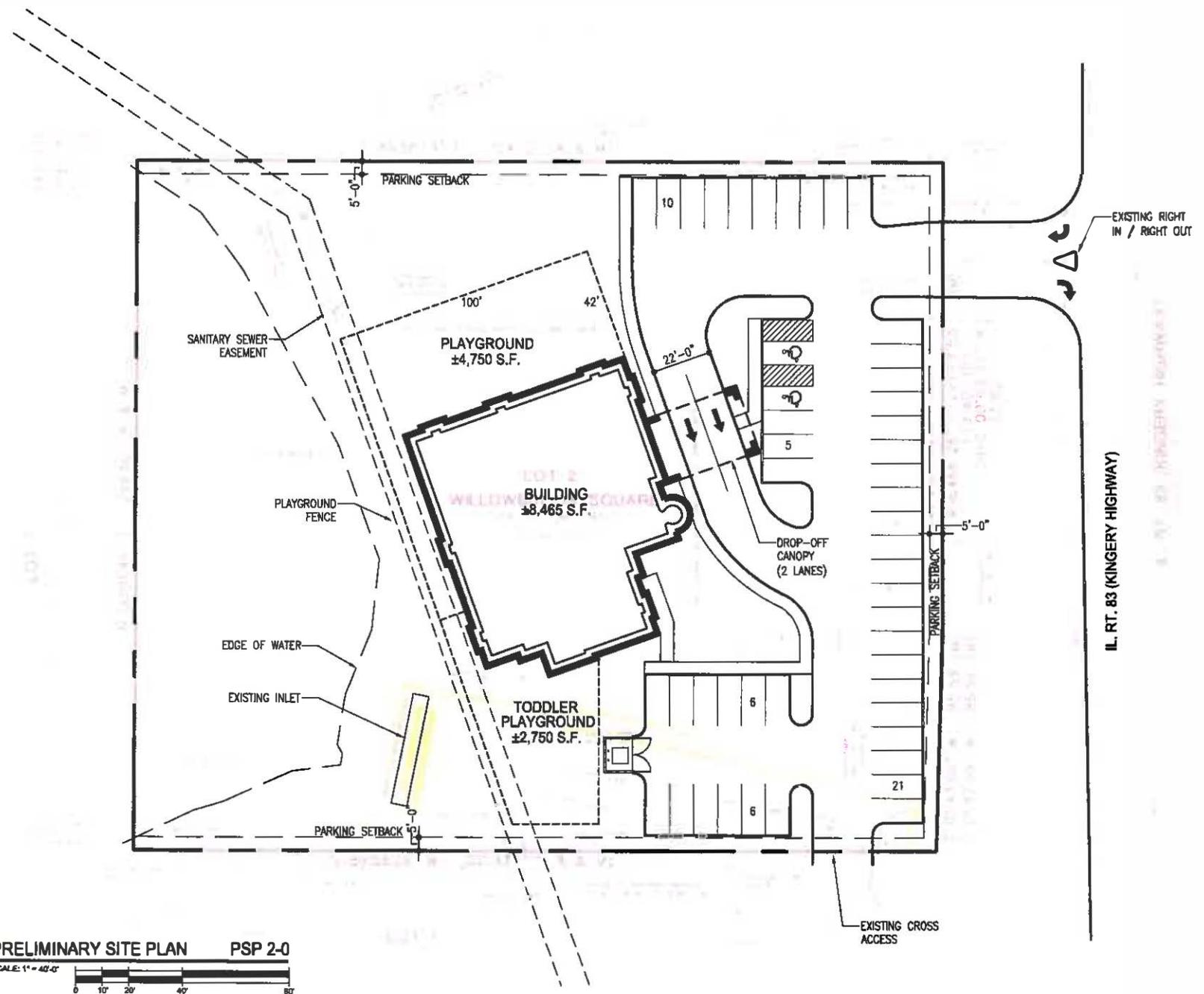
Preston C. Amos

# PROJECT DATA

SITE AREA	1.807 AC	
BUILDING	SQ. FT.	PARKING PROVIDED
LITTLE SUNSHINE	±8,465 S.F.	±5.7 P.S. / 1,000 S.F. 48 P.S.



**LOCATION MAP**  
SCALE: 1" = 300'-0"

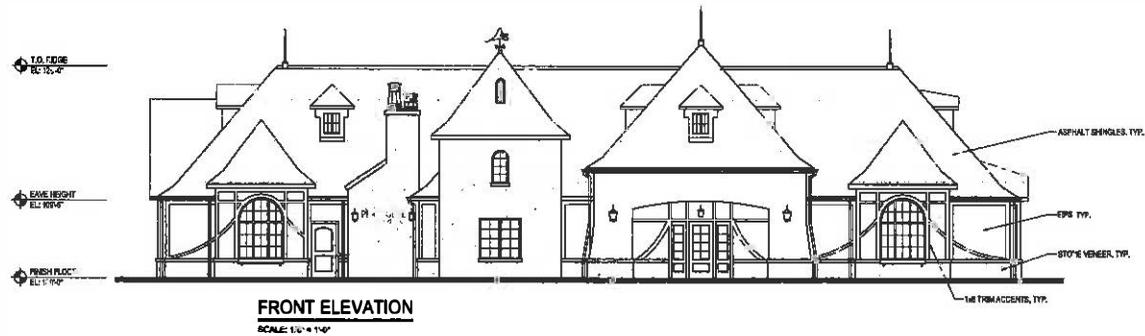


**PRELIMINARY SITE PLAN PSP 2-0**  
SCALE: 1" = 40'-0"

## LITTLE SUNSHINE'S PLAYHOUSE

WILLOWBROOK  
14-003

ILLINOIS  
01.15.14



**FRONT ELEVATION**

SCALE: 1/2" = 1'-0"



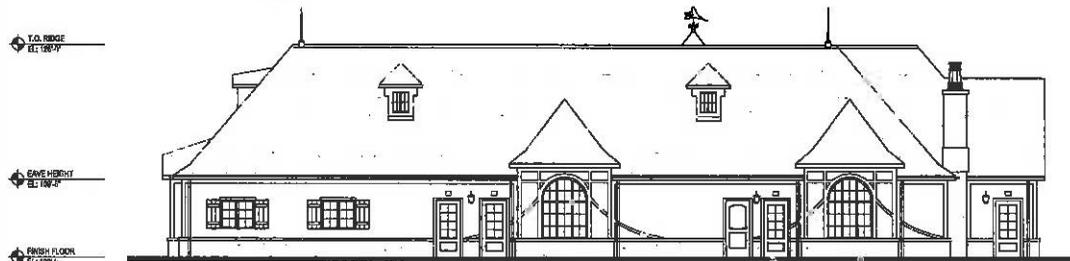
**SIDE ELEVATION**

SCALE: 1/8" = 1'-0"



**SIDE ELEVATION**

SCALE: 1/8" = 1'-0"



**REAR ELEVATION**

SCALE: 1/8" = 1'-0"