

**AN ORDINANCE GRANTING A MINIMUM
PARKING VARIATION FOR 3215 ALGONQUIN ROAD**

WHEREAS, Malec Basel Tarabein Corp. ("**Petitioner**") is the owner of the property commonly known as 3215 Algonquin Road within the City's M-1 Manufacturing zoning district, which property is legally described in **Exhibit A** to this Ordinance ("**Subject Property**"); and

WHEREAS, in order to allow Petitioner to more efficiently utilize the existing multi-tenant building and site improvements located on the Subject Property, Petitioner requested that the City grant a variation from Section 122-163 to reduce the minimum number of required parking spaces from 46 to 38 spaces (the "**Requested Relief**"); and

WHEREAS, the City's Planning and Zoning Commission ("**PZC**"), after notice was provided as required by law, conducted a public hearing on June 6, 2023 at a regular meeting to consider the Requested Relief; and

WHEREAS, after taking and considering all testimony presented at the public hearing, the PZC made the findings of fact enumerated in **Exhibit B** and recommended that the City Council approve the Requested Relief; and

WHEREAS, the Corporate Authorities of the City of Rolling Meadows have determined that it would be in the best interest of the City to approve the Requested Relief in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rolling Meadows, Illinois:

Section 1: Recitals. The recitals set forth above are incorporated herein by reference as the findings of the Corporate Authorities.

Section 2: Grant of Variation. Pursuant to the standards and procedures set forth in Section 122-393 ("Variations") and the City's home rule authority, and subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Petitioner is hereby granted a variation from Section 122-163 to reduce the minimum number of required parking spaces from 46 to 38 spaces for the benefit of the Subject Property. The Variation granted by this Section 2 shall benefit future development or changes in use of any portion of the Subject Property without further relief, provided that, as determined by the Zoning Administrator at the time of application:

- i. Any new use or change in use does not require a special use permit;
- ii. The proposed development or use does not increase the degree of non-conformity of the Subject Property to be greater than eight parking spaces under the City's zoning regulations at the time of application;

- iii. At all times since the passage of this Ordinance, the improvements to the Subject Property have not been damaged, reconstructed, repaired, or rebuilt to the extent of 50 percent or more of their replacement cost at the time of the damaging occurrence or completion of work; and,
- iv. Use of the Subject Property has not discontinued for a period of one year or longer at any time since the passage of this Ordinance.

Section 3: The variation granted in Sections 3 of this Ordinance is hereby expressly subject to and contingent on each of the following conditions, restrictions, and provisions:

- A. **No Authorization of Work.** The approvals granted pursuant to this Ordinance do not authorize the development, construction, reconstruction, alteration, demolition, or moving of any buildings or structures on the Subject Property, but merely authorize the preparation, filing, and processing of applications for any permits or approvals that may be required by the codes and ordinances of the City, including without limitation demolition and building permits.
- B. **Compliance with Applicable Law.** In addition to the other specific requirements of this Ordinance, the Subject Property, and all operations conducted thereon and therein must comply at all times with all applicable federal, state, and City statutes, ordinances, resolutions, rules, codes, and regulations, including, without limitation, this Ordinance.

Section 4:

- A. The City shall not be obligated to issue, and may withhold, building permits, certificates of occupancy, and other approvals that do not completely comply with and satisfy the conditions, restrictions, and provisions of this Ordinance.
- B. Upon failure or refusal of the Petitioner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the Variation granted in Section 3 of this Ordinance may, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void and of no force and effect.

Section 5: The privileges, obligations, and provisions of each and every section and provision of this Ordinance are for and inure to the benefit of and run with and bind the Subject Property, unless otherwise explicitly set forth in this Ordinance.

Section 6: Nothing in this Ordinance shall create, or shall be construed or interpreted to create, any third-party beneficiary rights.

Section 7:

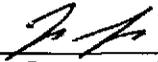
- A. This Ordinance will be effective only upon the occurrence of all of the following events:
- i. Passage by the Corporate Authorities of the City of Rolling Meadows in the manner required by law;
 - ii. Publication in pamphlet form in the manner required by law; and,
 - iii. The filing by the Petitioner with the City Clerk, for recording in the Office of the Cook County Clerk, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions and limitations set forth in this Ordinance. The unconditional agreement and consent must be executed by the Petitioner. The unconditional agreement and consent must be substantially in the form attached hereto and incorporated herein as **Exhibit D**.
- B. In the event that the Petitioner does not file with the City Clerk the unconditional agreement and consent required by Paragraph 7.A.iii of this Ordinance within 60 days after the date of final passage of this Ordinance, the Corporate Authorities will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County, Illinois this 13th day of June, 2023.

AYES: Boucher, Reyez, Koehler, McHale, Budmats, O'Brien

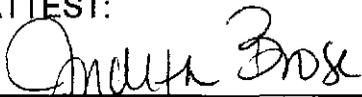
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ABSENT: Vinezeano



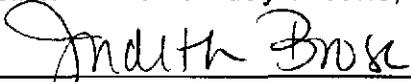
Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

Published this 19th day of June, 2023.



Judith Brose, Deputy City Clerk

Exhibit A

Legal Description of Subject Property

THAT PART OF LOT 5 IN ROLLING MEADOWS INDUSTRIAL CENTER UNIT NUMBER 1 BEING A SUBDIVISION OF PART OF SECTIONS 7 AND 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 6, SOUTH 71 DEGREES 25 MINUTES 16 SECONDS EAST 250.0 FEET FROM THE NORTH WESTERLY CORNER OF SAID LOT; THENCE SOUTH 18 DEGREES 34 MINUTES 44 SECONDS WEST 251.95 FEET; THENCE SOUTH 71 DEGREES 25 MINUTES 16 SECONDS EAST PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, 355.42 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT; THENCE NORTH 25 DEGREES 38 MINUTES 00 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 90.46 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 08 DEGREES 25 MINUTES 16 SECONDS WEST ALONG SAID EASTERLY LINE 210.0 FEET TO THE NORTH EASTERLY CORNER OF SAID LOT 6; THENCE NORTH 71 DEGREES 25 MINUTES 16 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LOT 6, 197 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

PZC's Adopted Findings of Fact

Variance Standards

Standard 1: Unique physical condition. *The presence of unique physical conditions related to the property that create a hardship or practical difficulty for the applicant to meet the established requirements of this chapter. The applicant must evidence how such unique hardship or practical difficulty is more impactful to meeting the requirements of this chapter than a mere inconvenience.*

Petitioner's Findings: The subject property has been for rent for the past 12 years due to the fact this space is located in the rear portion of a Real Estate building. We have been looking for an ideal tenant that can utilize this space without causing any noise or distributions that will impact the use of the building. Finding an ideal tenant that fits this criterion along with meeting the Rolling Meadows Village code has made it very difficult to rent this space and to financially help our business.

Standard 2: Impact. *Granting a variance will not substantially impact use and enjoyment of adjacent or nearby properties by impairing an adequate supply of light and air, increasing the risk from fire or other public safety hazard, or diminishing property values. To mitigate impacts, the variance should be the least amount of relief required to accomplish the proposed development.*

Petitioner's Findings: Adding another Tenant to our available space in the back of our building, will not impact any of our surrounding tenants or their businesses. Tenant "Pasta Di Casa" does not generate any noise, traffic, not open to the public, has their own entrance/exit, and will not use any of the available parking spaces due to having their own garage. Pasta Di Casa will only be renting a portion of the entire available space. There will be no negative impact to our neighboring and adjacent businesses. We currently operate with no issue with our existing neighbors and have never had a problem.

Standard 3: Not self-imposed. *The conditions creating the hardship or practical difficulty are a result of application of this chapter, and not self-imposed, having been created by the applicant or by another on behalf of the applicant, or in furtherance of an opportunity for additional profit.*

Petitioner's Findings: The hardship we face is having a vacant space for lease that is uniquely positioned in our office building. This space remains empty due to the difficulty of finding a specific tenant that meets our criteria. Our hardship we have is not imposed by our new Tenant "Pasta Di Casa". This tenant is the perfect user for this space with meeting all require criteria for an ideal tenant. This tenant is not the problem, they are the solution to our hardship.

Standard 4: Use of property. *Use of the property possible under the standards of this chapter, without receiving the requested variance, would deprive the property owner of substantial rights commonly enjoyed by owners of other lots subject to the same provisions. This standard acknowledges that application of zoning standards may create somewhat increased development costs; which do not constitute, in and of themselves, a hardship.*

Petitioner's Findings: The space for lease represents 25% of the property's square footage. It's a hardship on our company keeping this space empty due to us still paying property taxes, mortgage, insurance, cleaning, and common area maintenance fees on it. Not being able to lease this space is depriving us from having the right to generate income to cover these expenses.

Standard 5: Community character. *Granting a variance will not impair the public health, safety, morals, comfort, or welfare of the community. Further, said variance shall not significantly alter or impact the essential character or trend of development in the general area, including characteristics such as building height and setback, traffic management, landscaping, building orientation, and established aesthetic standards.*

Petitioner's Findings: Granting a parking variance will not impair the public health, safety, morals, comfort, and welfare of the community. In fact, granting a parking variance will enhance it. No development is required for this variance. This is an existing structure with no concerns of the building's location.

EXHIBIT C

Petitioner's Submittals

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EXHIBIT D

Unconditional Agreement and Consent

TO: The City of Rolling Meadows, Illinois ("**City**"):

WHEREAS, Malec Basel Tarabein Corp. ("**Owner**") is the owner of the property commonly known as 3215 Algonquin Road within the City's zoning district, which property is legally described in Exhibit A to this Ordinance ("**Subject Property**"); and

WHEREAS, in order to allow Petitioner to more efficiently utilize the existing multi-tenant building and site improvements located on the Subject Property, Petitioner requested that the City approve a variation from Section 122-163 to reduce the minimum number of required parking spaces from 43 to 38 spaces (the "**Requested Relief**"); and

WHEREAS, Ordinance No. 23-__, adopted by the Corporate Authorities of the City of Rolling Meadows on July __, 2023, ("**Ordinance**") grants the Requested Relief to Owner for the benefit of the Subject Property, subject to certain modifications, conditions, restrictions, and provisions; and,

WHEREAS, Subsection 7.A.iii of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner files with the City Clerk, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each of the terms, conditions and limitations set forth in said Ordinance.

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

1. The Owner hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the City is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's issuance of any permits for the Subject Property and that the City's issuance of any such permits or approvals does not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.
4. The Owner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the operation and use of the Subject Property, or the City's adoption of the Ordinance.
5. By signing, the Owner, or the individual(s) signing on behalf of the Owner, represents, warrants, and guarantees that they have the legal authority to bind the Owner pursuant to the terms of this Unconditional Agreement and Consent.

Dated: _____.

ATTEST:

OWNER

Malec Basel Tarabein Corp.

By: _____

By: _____

Its: _____

Its: _____