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Doc# 2221416023 Fee \$107.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/02/2022 01:24 PM PG: 1 OF 29

ORDINANCE NO. 1307

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR A PHYSICAL FITNESS AND TRAINING FACILITY
(624 Green Bay Road – Homemaker LLC)**

Passed by the Board of Trustees this 21st day of March, 2022

Published by the Board of Trustees this 22nd day of March, 2022

Printed and published in pamphlet form by
authority of the President and Board of Trustees

VILLAGE OF KENILWORTH, ILLINOIS


Village Clerk

RECORDING FEE 117.00
DATE 8/02/2022 COPIES 61
OK BY [Signature]

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ORDINANCE NO. 1307

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PHYSICAL FITNESS AND TRAINING FACILITY

(624 Green Bay Road – Homemaker LLC)

WHEREAS, Homemaker LLC, an Illinois limited liability company doing business as Home Ice Hockey ("**Applicant**"), is the owner of that certain property commonly known as 624 Green Bay Road in the Village ("**Property**"); and

WHEREAS, the Property is currently zoned in the "B" Business District ("**B District**") under the Kenilworth Zoning Ordinance, 1969, as amended ("**Zoning Ordinance**"); and

WHEREAS, the Applicant proposes to redevelop the Property in order to operate a physical fitness and training facility on the Property for the purpose of providing hockey-related coaching and physical fitness training ("**Proposed Fitness Facility**"); and

WHEREAS, pursuant to Section 153.095 of the Zoning Ordinance, a physical fitness and training facility is allowed in the B District only as a special use and subject to the issuance of a special use permit by the Village Board of Trustees pursuant to Section 153.245 of the Zoning Ordinance; and

WHEREAS, the Applicant has filed an application for a special use permit to operate the proposed fitness facility on the Property ("**Special Use Permit**"); and

WHEREAS, pursuant to a duly published Notice of Public Hearing in the *Wilmette Beacon* on December 23, 2021, the Plan Commission of the Village of Kenilworth ("**Plan Commission**") held a public hearing to consider the Special Use Permit for the Proposed Fitness Facility, which public hearing was opened on January 13, 2022 and continued to January 26, 2022; and

WHEREAS, on January 26, 2022, the Plan Commission unanimously recommended that the President and the Board of Trustees grant the Special Use Permit; and

WHEREAS, the President and Board of Trustees have determined that the Applicant's request for the Special Use Permit conforms with the standards for granting such application as set forth in Section 153.245(G) of the Zoning Ordinance; and

WHEREAS, the President and Board of Trustees have determined that the approval of the Special Use Permit for the operation of the Proposed Fitness Facility on the Property will be in the best interests of the Village and the public, subject to the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF KENILWORTH, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. Recitals. The recitals listed above are incorporated in this Ordinance as the findings of the President and Board of Trustees.

SECTION 2. Granting of Special Use Permit. In accordance with and pursuant to Section 153.245 of the Zoning Ordinance, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Village President and

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Board of Trustees hereby grants the Special Use Permit to the Applicant for the operation of the Proposed Fitness Facility on the Property.

SECTION 3. Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the special use permit granted pursuant to Section 2 of this Ordinance is hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Proposed Fitness Facility and the Property in compliance with each and all of the following conditions:

- A. Compliance with Regulations. The development, use, operation, and maintenance of the Proposed Fitness Facility and the Property must comply with all applicable Village codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.
- B. Compliance with Plans. Except for minor changes and site work approved by the Building Commissioner in accordance with all applicable Village codes, ordinances and standards, the development, use, and maintenance of the Proposed Fitness Facility and the Property must strictly comply with the Site Plan, undated and consisting of two sheets, a copy of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit B ("Plans")**.
- C. Parking Spaces. All striped parking spaces located in the off-street parking areas on the Property must conform to applicable Village codes.
- D. Active Participants.
1. For purposes of this Section 3, "**Active Participants**" shall be defined as individuals participating in any exercise, fitness, training class, or session at the Proposed Fitness Facility.
 2. No more than the following number of Active Participants may participate in any exercise, fitness, training, or combination of such activities at one time during weekdays:
 - a. No more than 26 Active Participants between the hours of 6:00 a.m. and 7:45 a.m.;
 - b. No more than 10 Active Participants between the hours of 7:46 a.m. and 3:45 p.m.; and
 - c. No more than 26 Active Participants between the hours of 3:46 p.m. and 9:00 p.m.
 3. Notwithstanding anything to the contrary contained in this Section 3.D, no more than 30 Active Participants, of which no more than 15 may be of driving age, may participate in any exercise, fitness, training, or combination of such activities at one time on weekdays on which New Trier High School is not in session, provided that each session for the Active Participants is no less than two hours in length.

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- E. Hours of Operations. At no time shall the hours of operation of the Proposed Fitness Facility extend beyond 9:00 p.m. on Monday through Friday and 10:00 p.m. on Saturday and Sunday.
- F. Customer Parking; Drop-off and Pick-Up.
1. Customer parking, drop-off, and pick-up must take place either on the off-street parking area on the Property or within a legal parking space along Green Bay Road.
 2. Customer cars may not wait or queue to park, drop-off, or pick-up in a manner that causes cars to back up into any Green Bay Road traffic lane.
 3. The Applicant shall educate its customers regarding the parking, drop-off, and pick-up procedures and requirements set forth in Section 3.F of this Ordinance, including by providing an informational flier, approved by the Chief of Police, detailing the legal parking spaces along Green Bay Road and prohibitions against parking on Roger.
 4. If upon a determination by the Chief of Police, the use of the Proposed Physical Fitness Facility has resulted in severe parking limitations or traffic issues, the Applicant must: (i) close the west gate of the off-street parking area on the Property ("**Lot**") so as not to allow through traffic to the alley; and (ii) the Lot to be re-striped.
- G. Class Turnover Time. During periods for which the Proposed Fitness Facility is scheduled to have more than 15 Active Participants inside the Proposed Fitness Facility, the Applicant must schedule at least 15 minutes between classes so that there is sufficient time for parking, drop-off, and pick-up turnover between classes.
- H. Applicant Cooperation. Applicant will cooperate with the Chief of Police and the Village Manager to resolve any parking, traffic flow and ambient noise concerns regarding the Proposed Fitness Facility.
- I. Physical Fitness Uses. Applicant shall not use the Property for any physical fitness and training uses other than uses related to playing, practicing, and training for hockey.
- J. Review of Conditions. Notwithstanding anything to the contrary contained in Section 5 of this Ordinance, upon a written request by Applicant made no sooner than one year after the issuance of a certificate of occupancy for the Proposed Fitness Facility, the Village Board may amend the conditions of this Section 3 by adopted of a resolution and without any further public hearings.

SECTION 4. Failure to Comply with Conditions. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the approval granted in Section 2 of this Ordinance will, at the sole discretion of the Village Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board of Trustees may not so revoke the granting of the special use permit unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of

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revocation, the development and use of the Property will be governed solely by the regulations of the "B" Business District, as the same may, from time to time, be amended. Further, in the event of such revocation of the approval of the special use permit, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 5. Amendment to Special Use Permit. Except as otherwise stated explicitly in this Ordinance, any amendment to the special use permit granted in Section 2 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 6. Recordation; Binding Effect. The privileges, obligations, and provisions of each and every section of this Ordinance are for the benefit of and bind the Applicant, unless otherwise explicitly set forth in this Ordinance or as approved by the Village Board. Nothing in this Ordinance will be deemed to allow this Ordinance to be transferred to any person or entity other than the Applicant without the approval of the Village Board. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds.

SECTION 7. Effective Date.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
1. Passage by the Board of Trustees of the Village of Kenilworth by a majority vote in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by the Applicant with the Village Clerk, for recording in the Office of the Cook County Recorder of Deeds along with a copy of this Ordinance, of an executed unconditional agreement and consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
- B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 7.A.3 above within 90 days after the effective date of this Ordinance, the Village Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

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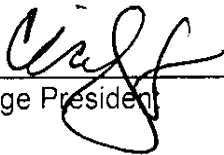
PASSED this 21st day of March, 2022.

AYES: Shadek, Winslow, Ransford, Ottsen, Hannus, Kelly

NAYS: None

ABSENT: None

ABSTAIN: None



Village President

ATTEST:


Village Clerk

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description of Property

PARCEL 1:

LOTS 11, 12 AND 13 (EXCEPT PARTS TAKEN FOR STREETS AND EXCEPT THE NORTHWESTERLY 15 FEET OF LOT 11) IN JAMES RICE BROWN'S ADDITION TO KENILWORTH IN SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 14 AND 15 (EXCEPT THE NORTHEASTERLY 20 FEET THEREOF) IN BROWN'S ADDITION TO KENILWORTH, A SUBDIVISION OF 8 ACRES IN THE NE 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 624 Green Bay Road

P.I.N.:

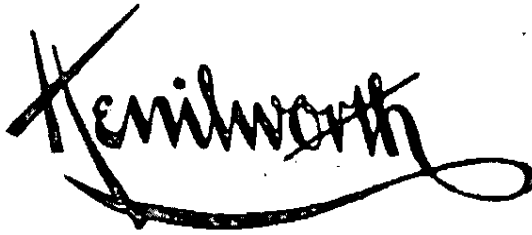
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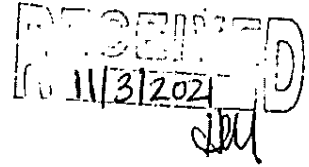
Village of



419 Richmond Road
Kenilworth, IL 60043

Phone: 847-251-1666
Fax: 847-251-3908

E-mail: community@vok.org



Plan Commission Special Use Application

General Information

Date: November 1, 2021

Plan Commission Jurisdiction

- Special Use in the B Business District
- Planned Unit Development (PUD) in the B Business District

Property Address

Property Address: 624 GREEN BAY ROAD

Property Owner: SNELLBACK PROPERTIES, LLC

Applicant Information

Property Owner or Tenant:

Name HOMEMAKER LLC (pursuant to conditional purchase contract with Snellback Properties LLC)

Company _____

Address 1117 CROFTON AVE. N., HIGHLAND PARK, IL 60035

Phone 847-644-9941

Email aratts@comcast.net

Primary Contact Person:

Name Andrew W. Ratts

Address 1117 CROFTON AVE. N., HIGHLAND PARK, IL 60035

Phone 847-644-9941

Email aratts@comcast.net

Primary Contact's Relationship to Property:

Manager of Hommemaker LLC, the conditional contract purchaser of the property

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Ownership Details

Please check appropriate category for ownership of business and provide all relevant ownership information as an attachment to this application.

Corporation

Sole Proprietor (LLC)

Partnership

Trust

Consultants (as applicable)

Architect:

Name N/A

Company _____

Address _____

Phone _____

Email _____

Attorney:

Name Lee Padgitt

Company Padgitt, Padgitt & Peppey Ltd.

Address 560 Green Bay Road, Winnetka IL 60093

Phone 847-446-2900

Email lpadgitt@ppp-ltd.com

Other:

Name N/A

Company _____

Address _____

Phone _____

Email _____

Property of Cook County Clerk's Office

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Requested Action

SPECIAL USE for Off-ice hockey training/physical fitness facility

PLANNED UNIT DEVELOPMENT (PUD) for _____

Filing Fees

All Applications require payment of a non-refundable Filing Fee. In addition, applications for Special Uses and Planned Unit Developments (PUD) are subject to recovery of actual costs and may require additional funds to be held in escrow. Please attach a check with your application:

\$ 350.00 Filing Fee for:

- Special Use
- Planned Unit Development (PUD)

Kenilworth Code of Ethics

On a Separate Sheet of Paper, list the name, address and nature and extent of any current or potential interest that any Village officer or employee may have in or with respect to the owner, the Applicant or the property. If none, check here:

Repeat Application

Has any other application for this property been submitted to the Village that seeks similar relief and has been denied within the last two years? Yes No If yes, attach a statement of the ground Applicant believes justifies reconsideration.

Application/Owner Acknowledgments

By execution of this application in the space provided below, the applicant and owner(s) do hereby certify, acknowledge, agree and affirm to the Village of Kenilworth that:

1. The Village and its representatives have the right, and are hereby granted permission and license, to enter upon property, and into any structures located therein, for the purposes of conducting any inspections that may be necessary in connection with this application.
2. I (we) waive any rights to exemption from disclosure under the Illinois Freedom of Information Act of any and all documents and information submitted in connection with this application.
3. The Information contained in this application is true and correct.

Applicant's Signature:

Signature (see attached page 3)

Name Andrew W. Ratts, Manager of Homemaker LLC

Date November 2, 2021

Owner's signature to confirm permission for Applicant to apply for Special Use Permit:
SNELLBACK PROPERTIES LLC

By: [Signature]

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Requested Action

SPECIAL USE for Off-ice hockey training/physical fitness facility

PLANNED UNIT DEVELOPMENT (PUD) for _____

Filing Fees

All Applications require payment of a non-refundable Filing Fee. In addition, applications for Special Uses and Planned Unit Developments (PUD) are subject to recovery of actual costs and may require additional funds to be held in escrow. Please attach a check with your application:

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Repeat Application

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2. I (we) waive any rights to exemption from disclosure under the Illinois Freedom of Information Act of any and all documents and information submitted in connection with this application.
3. The information contained in this application is true and correct.

Applicant's Signature:

Signature _____

Name _____

Andrew W. Ratts, Manager, Homemaker LLC

Date _____

November 1, 2021

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Required Materials

Submit the completed application with 15 copies of the following materials:

- Drawings, graphic representations, data and other information, if applicable to application, as required by the Kenilworth Zoning Ordinance, Section 153.247
- Plat of Survey & Legal Description of Parcel(s), no more than 5 years old
- Written Explanation of Request, on separate sheets of paper.
- Ownership information
- Filing Fee - payable to the Village of Kenilworth

After this application and all necessary materials are submitted, the application will be put on the docket for a Plan Commission Meeting. It is recommended that the application be submitted 45 days prior to the Plan Commission Meeting. The Village will provide the Applicant with a notification packet containing a notice to be delivered to all property owners living within 250 feet of the property. The Plan Commission meets once each month. Applicants should expect a hearing within 60 days of submitting an application. Any party may appear at the hearing in person or by agent or attorney. All Applicants are encouraged to read Sections 153.240 – 153.249 of the Village of Kenilworth Zoning Ordinance.

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HOMEMAKER LLC

1117 Crofton Avenue North, Highland Park IL | 8476449941 | aratts@comcast.net

November 1, 2021

Plan Commission
Village of Kenilworth
419 Richmond Road
Kenilworth, IL. 60043

Dear Plan Commission:

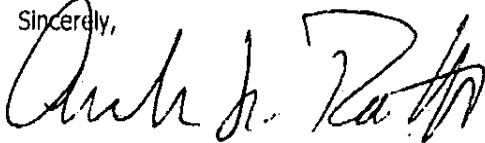
As noted in the accompanying Village of Kenilworth Plan Commission Special Use Application, Homemaker LLC has executed a conditional purchase contract for the property located at 624 Green Bay Road with the current owner of that property, Snellback Properties, LLC.

Homemaker LLC intends to convert the property for use as an off-ice hockey training facility, physical fitness center and retail pro shop for local teams and players, and lease that facility to Home Ice Hockey LLC, which is co-owned 1% by Dawn K. Ratts (the sole owner of Homemaker LLC) and 99% by Jeffrey R. Dolphin (her son). Home Ice Hockey has operated a hockey pro shop in Winnetka and Northbrook for the last four years.

The sale contract is conditioned upon the grant of the special use permit from the Village of Kenilworth for that purpose. We are excited to open this new facility for the benefit of the Village of Kenilworth and its residents.

Thank you for your consideration.

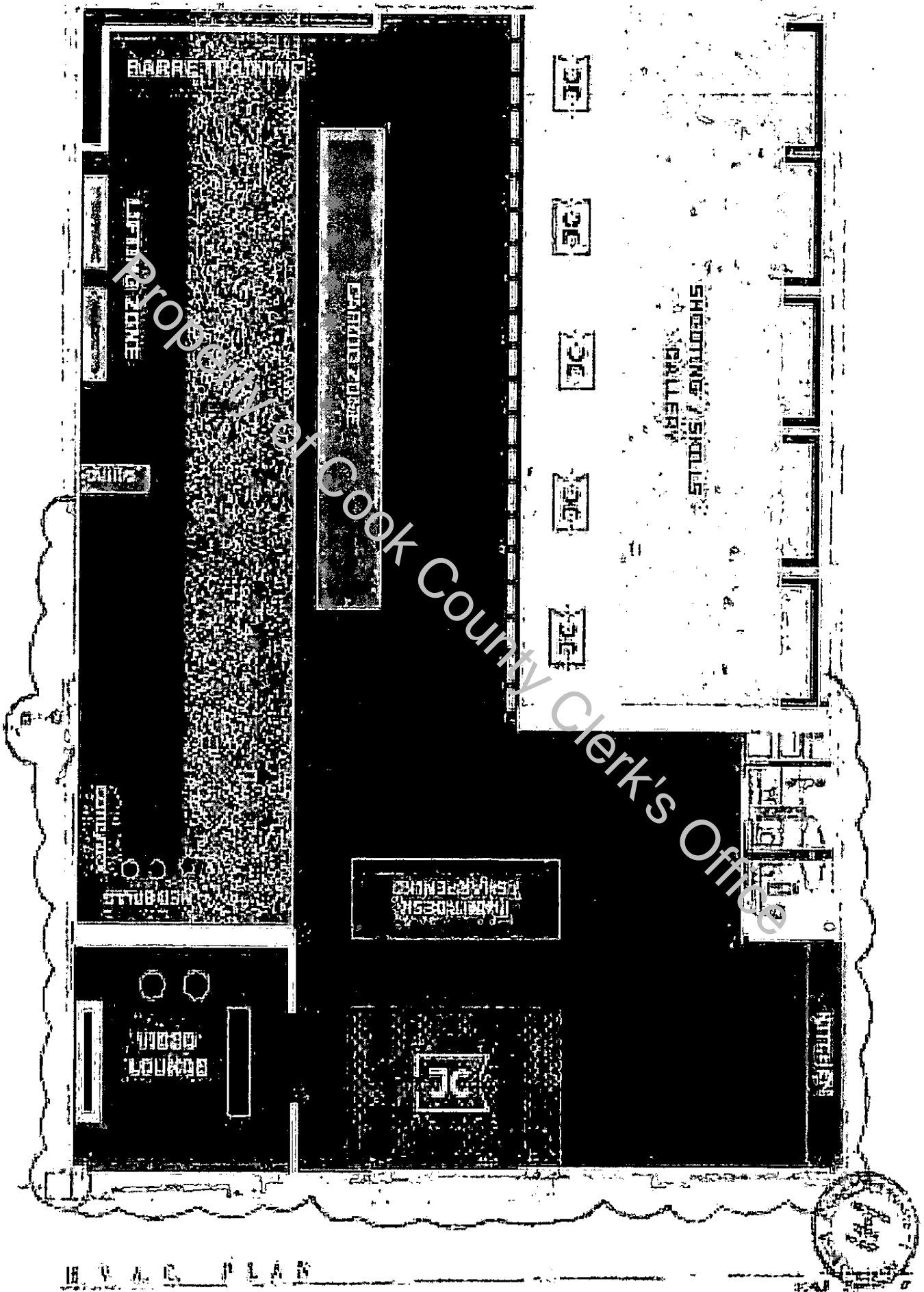
Sincerely,



Homemaker LLC

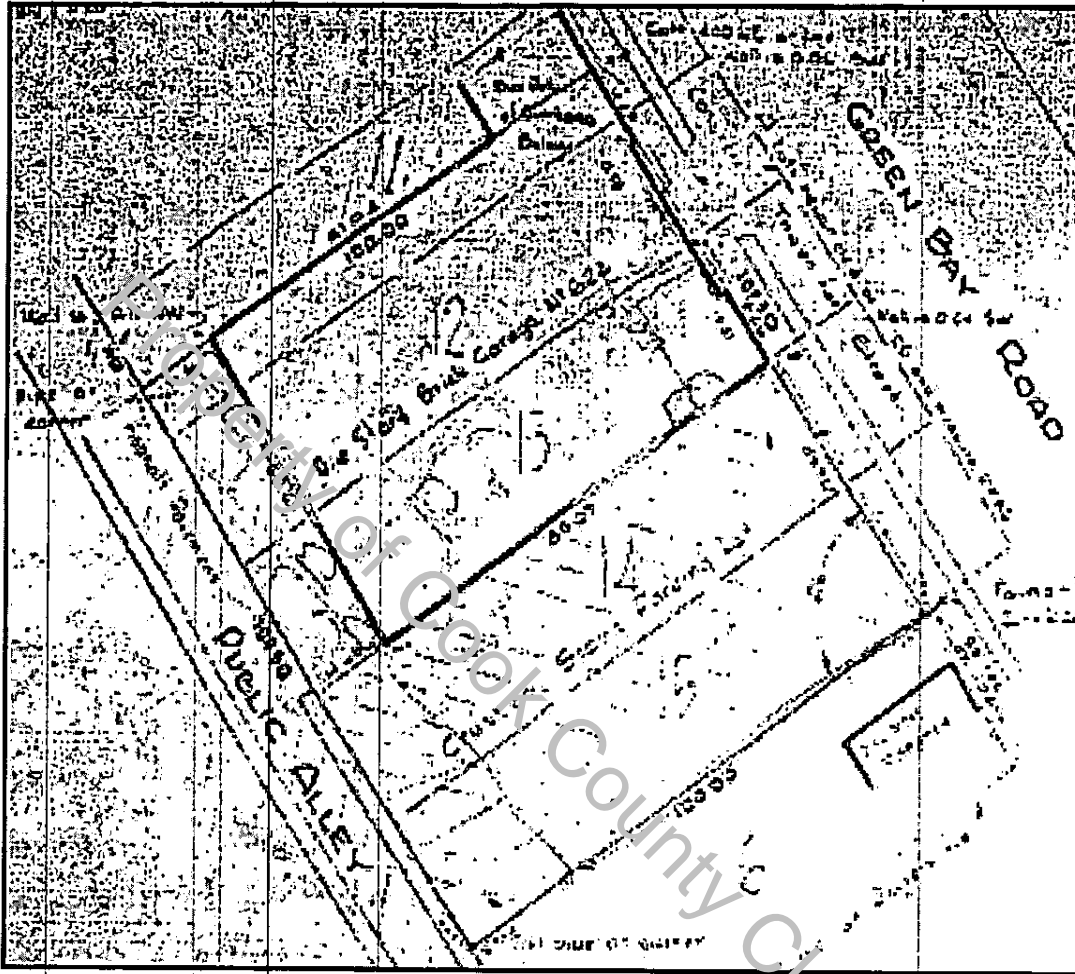
BY: ANDREW W. BOOS
ITS: MANAGER

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VZA
SURVEY



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Doc#: 0703831065 Fee: \$28.00

Eugene "Gene" Moore

Cook County Recorder of Deeds

Date: 02/07/2007 02:48 PM Pg: 1 of 3

Exhibit

FACSIMILE ASSIGNMENT OF BENEFICIAL INTEREST

(Above for Recorder's Use Only)

DATE 1-16-07

FOR VALUE RECEIVED, THE ASSIGNOR (S) HEREBY SELL, ASSIGN, TRANSFER, AND SET OVER UNTO ASSIGNEE (S), ALL OF THE ASSIGNOR'S RIGHTS, POWER, PRIVILEGES, AND BENEFICIAL INTEREST IN AND TO THAT CERTAIN TRUST AGREEMENT DATED THE 18TH DAY OF December, 201986, AND KNOWN AS CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER TWH-0046 INCLUDING ALL INTEREST IN THE PROPERTY HELD SUBJECT TO SAID TRUST AGREEMENT.

THE REAL PROPERTY CONSTITUTING THE CORPUS OF THE LAND TRUST IS LOCATED IN THE MUNICIPALITY (IES) OF KENILWORTH IN THE COUNTY (IES) OF COOK, ILLINOIS.

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH _____ SECTION _____ LAND TRUST RECORDATION AND TRANSFER TAX ACT.

NOT EXEMPT. AFFIX TRANSFER STAMPS BELOW.

THIS INSTRUMENT WAS PREPARED BY STEVEN M. CLOH
ADDRESS 8430 GROSS POINT
CITY SKOKIE, IL 60077
PHONE NO. 847-967-2964

FILING INSTRUCTIONS:

- (1) THIS DOCUMENT MUST BE RECORDED WITH THE RECORDER OF THE COUNTY IN WHICH THE REAL ESTATE HELD BY THIS TRUST IS LOCATED (IF APPLICABLE).
- (2) THE RECORDED ORIGINAL OR A STAMPED COPY MUST BE DELIVERED TO THE TRUSTEE WITH THE ORIGINAL ASSIGNMENT TO BE LODGED.

Returned to Lawyres Settle
5750 Old Orchard Rd
Suite 300
Skokie, IL 60077
ATTN: JEAN DEPKON

Lawyers Unit #05694 Case# 06-09453 JD

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Exhibit

ASSIGNMENT OF THE BENEFICIAL INTEREST

Date 1-12-07

FOR VALUE RECEIVED, the undersigned assignor(s) hereby sell(s), assign(n), transfer(s) and set(s) over unto

SNELLBACK LLC

assignee(s), 100 percent (100 %) of the assignor's rights, power, privileges, and beneficial interest in and to that certain trust agreement dated the 18th day of DECEMBER, 2006, and known as Chicago Title Land Trust Company Trust Number 746-0096 including all interest in the property held subject to said trust agreement.

The real property constituting the corpus of the land trust is located in the municipality(ies) of KENILWORTH in the county(ies) of COOK, Illinois.

The power of direction shall be held by F. THOMAS SNELLBACK

signature of assignor(s)

(include Social Security and/or Employer Identification Number)

[Handwritten Signature]

SSN or EIN

345-40-2812

SSN or EIN

SSN or EIN

ACCEPTANCE BY ASSIGNEE

The undersigned assignee(s) accept the foregoing assignment subject to all the provisions of said trust agreement.

signature(s) of assignee(s)

(include Social Security and/or Employer Identification Number)

SNELLBACK PROPERTIES, LLC exclusively for the benefit of SNELLBACK PROPERTIES, LLC by GREEN BAY ROAD LLC

SSN or EIN

20-8199801

[Handwritten Signature]
ITS Manager

Address 2900 45th Road 41

Telephone

847-689 5822

NORTH CHICAGO, IL 60064

SSN or EIN

Address

Telephone

RECEIPT BY TRUSTEE

Received a duplicate of the foregoing assignment and acceptance.

Date

CHICAGO TITLE LAND TRUST COMPANY

By

Assistant Vice President

[Faint text: If you indicate an executed copy of this assignment with the trustee, compliance should be had with the appropriate transfer tax regulations.]

LLASK 2 (1/05)

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0703131065 Page: 3 of 3

Property Address: 624 GREEN BAY ROAD
KENILWORTH, IL 60043

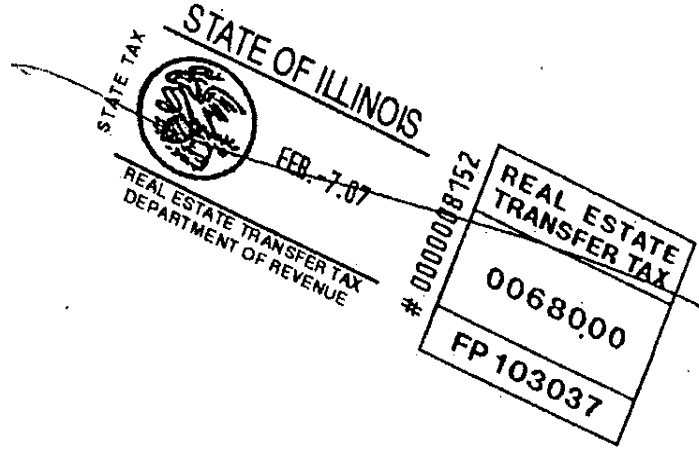
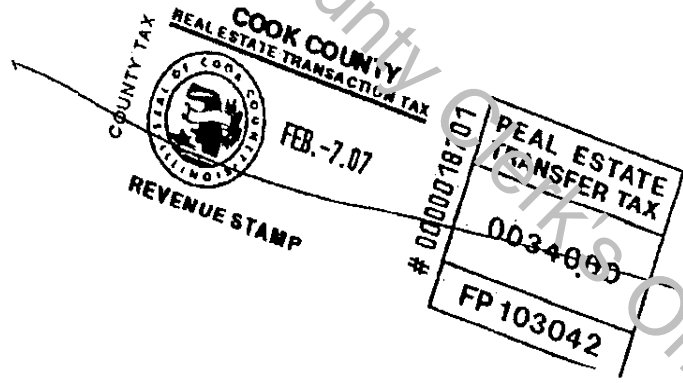
PIN #: 05-28-103-066 05-28-103-067
 05-28-103-119

PARCEL 1:

Lots 11, 12 and 13 (except parts taken for streets and except the Northwesterly 15 foot of Lot 11) in James Rice Brown's Addition to Kenilworth in Section 28, Township 42 North, Range 13 east of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 14 and 15 (except the Northeasterly 20 feet thereof) in Brown's Addition to Kenilworth, a Subdivision of 8 Acres in the North East 1/4 of Section 28, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.



CASE NUMBER 06-09453

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November 3, 2021

HAND DELIVERED

Village of Kenilworth

419 Richmond Road

Kenilworth, IL 60043

EXPLANATION OF SPECIAL USE PERMIT APPLICATION REQUEST FOR PROPERTY AT

624 GREN BAY ROAD, KENILWORTH

Dear Village and Plan Commission,

In accordance with the attached Plan Commission Special Use Application, the proposed use of the property which requires a special use permit is for a physical fitness facility as a part of a proposed facility to be called "Home Ice Hockey." A floor plan of the proposed facility is attached.

There will be a retail component of the proposed facility including two skate sharpening machines (adjacent to the front desk), racks of small accessories (tape, laces, pucks, skate blades, etc.), racks of sport apparel (shirts, hats, pants and shorts), and hockey equipment including sticks, helmets and pads. There will be a kitchen area of the proposed facility including a Keurig coffeemaker and a small refrigerator/cooler for the sale of bottled water and sport drinks.

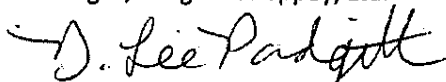
The proposed facility would have no more than two team or group classes and one private class conducted at the same time. No more than 25 customers would participate in any exercise, fitness, training, or session at one time, regardless of whether the customers are divided into more than one teams or individual classes.

All employees of the proposed facility would park their vehicles in the private parking area directly behind the building (southwest side) on the property, within the Kenilworth train station parking lots, or in the designated special permit parking areas along Green Bay Road. Customers would use the parking lot located on the southeast portion of the property. The owners of the proposed facility will obtain any necessary parking permits. The location of the customer parking area is shown on the plat of survey and is contained within the two rectangular areas labeled "14" and "15," which area measures 50' by 100', for a total customer parking area of 5,000 square feet. There is no floor area to be utilized above the ground floor in the proposed facility.

Thank you in advance for your prompt consideration of this application.

Sincerely,

Padgitt, Padgitt & Peppey, Ltd.



D. Lee Padgitt

Enclosures

UNOFFICIAL COPY

HOMEMAKER LLC

NOVEMBER 1, 2021

Mr. Patrick Brennan
Village Manager
Village of Kenilworth
419 Richmond Road
Kenilworth, Illinois 60043

Subject: Reimbursement of Village Costs in
Connection with Special Use Permit

Dear Mr. Brennan:

Enclosed with this letter is a check, payable to the Village of Kenilworth, in the amount of \$5,000.00 from HOMEMAKER LLC ("Applicant"). Applicant understands and agrees that these funds are to be held by the Village in escrow and are to be drawn upon and used by the Village to pay the actual costs incurred by the Village in connection with any and all of its efforts in connection with consideration of Provider's request for a special use permit, including without limitation the Village's efforts with respect to:

1. Negotiation, preparation and implementation of an ordinance for a special use permit, including all exhibits thereto and all additional applications, documents and agreements required in connection with the agreed upon location, for Applicant's proposed use (the "Agreement").

Applicant understands and agrees that the funds held in escrow by the Village shall be subject to the following terms and conditions:

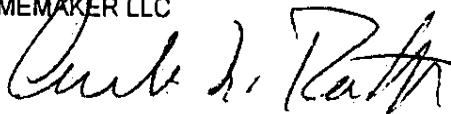
1. The Village's actual costs shall include, without limitation, costs, whether incurred before or after the date of this letter; for legal publication, filing fees; recording secretarial services; court reporters; administrative preparation and review by Village staff (hourly salary times a multiplier to be established from time to time by the Village Manager at a level sufficient to recover 100 percent of the direct and indirect cost of such service); document preparation and review by Village staff (hourly salary to be established on the same basis); professional and technical consultant services, including engineering and architectural services; legal services, including review, consultation, advice, and document preparation and revision; copy reproduction; and document recording.
2. No interest shall be payable on any such escrow.
3. The Village shall notify each company of the names, addresses and phone numbers of the other companies that have deposited funds for payment of actual costs, as defined above.

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Mr. Patrick Brennan
 NOVEMBER 1, 2021
 Page 2

4. The Village shall maintain an accurate record of the actual costs, as defined above, incurred by it in connection with the aforesaid effort proposing to amend the existing special use permit. The Village Manager shall, from time to time, draw funds from the escrow account established by this letter to pay such costs and shall transfer such funds to the appropriate Village accounts. The Village Manager shall maintain an accurate record of all such drawings.
5. The initial deposit of \$5,000 is based on the Village's best current estimate of the initial costs; however, Applicant acknowledges that such costs are inherently uncertain and unpredictable and further acknowledges that its share may be affected by any special issues affecting Applicant.
6. If the Village Manager at any time determines that the escrow account established by this letter is, or is likely to become, insufficient to pay said actual costs, the Village Manager shall inform Applicant of that fact and demand an additional deposit in an amount deemed by him to be sufficient to cover Applicant's share of foreseeable additional costs. Unless and until such additional amount is deposited by Applicant, the Village Manager may direct that all efforts of the Village shall be suspended or terminated. In such event, all Village approvals of, or pursuant to, the Agreement may be revoked.
7. As soon as reasonable feasible following completion of all necessary work, the Village Manager shall cause a final accounting to be made of the escrow deposits made pursuant to this letter and the actual cost of the aforesaid Village efforts and shall make a final charge of such costs against such escrow deposits. A copy of the accounting shall be provided to Applicant. If the amount in the escrow is insufficient to pay the total actual costs, a written demand for payment of the balance due shall be mailed to Applicant. If an unused balance remains in the escrow account after paying the total actual costs, Applicant's share of such balance shall be returned to Applicant.
8. The deposit made pursuant to this letter, and the draws authorized pursuant to this letter, are not in lieu of any fee required by Village ordinances or resolutions. No zoning, building or other application filed by Applicant shall be considered complete unless and until all costs, fees and deposits due pursuant to this letter and all applicable Village ordinances and resolutions have been paid. Every approval granted and every permit issued to Applicant by the Village of Kenilworth shall, whether or not expressly so conditioned, be deemed to be conditioned upon payments of all such costs, fees and deposits. The failure to fully pay any such cost, fee, or deposit, when due, shall be grounds for refusing to process an application and for denying or revoking any permit, approval or Agreement sought or issued with respect to proposed amendment to the existing special use permit.

Very truly yours,
 HOMEMAKER LLC



By: ANDREW W. RATTS

ITS: Manager

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HOME ICE

January 3, 2021

VILLAGE OF KENILWORTH, ILLINOIS
BUILDING/PLANNING
DIVISION 419

419 RICHMOND ROAD, KENILWORTH, IL 60043

Thank you for meeting with us in January 2022. We are progressing toward finalizing our purchase of 624 Green Bay Road, Kenilworth, IL 60043 (the "Property"). This letter provides a better understanding of our intended use of the Property as a combination retail hockey shop and off-ice training facility for community hockey teams and players, figure skaters and other local competitive sports.

PROPOSED CONCEPT AND USE OF THE PROPERTY

This building under our new ownership will provide a unique service and gathering place for local community teams and athletes.

Off-Ice Training Facilities

Home Ice intends to build an off-ice training facility within the Property to provide simulated skating classes, individualized stride mechanics, shooting technique, puck handling, hockey specific barre training, video consultation, athlete advising, mental performance training, athlete mindset coaching and student athlete mentorship for local teams, small groups and individuals, and hockey camps.

The off-training facility would consist generally of:

- The Shooting/Skills gallery, consisting of four NHL hockey nets on top of shooting tiles (surrounded by netting) and a Sport Screen/shooting tarp
- A Lifting Zone, consisting of Dumbbells, Medicine Balls, and a Core/TRX machine
- A Cardio Zone, consisting of Speed Ladders and Ropes on Turf.
- A Video Lounge, consisting of a couch, two chairs and coffee table in front of a large video screen.

Classes will include youth, basic level and more advanced.

- Anticipated clients ranging in age from 5 to 60+
- Class size will range from one-on-one to team classes of approximately fifteen players
- Each trainer providing these services will be Certified Strength and Conditioning Specialists® (CSCS®).

Hockey Pro Shop

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Home Ice Hockey LLC (“Home Ice”) is currently a retail provider of hockey equipment, sport apparel (including local team uniforms) and skate sharpening services, including a location recently at 809-811 Oak Street in Winnetka that served the Kenilworth community.

Upon acquiring the Property, Home Ice will move and expand its current retail operation from the Winnetka location to the Property, generating a new stream of sales tax revenue for Kenilworth.

The contemplated retail operation generally would consist of:

- Two skate sharpening machines (adjacent to the front desk).
- Racks of small accessories (Tape, Laces, pucks, Skate blades, etc.).
- Racks of sport apparel (shirts, hats, pants, shorts).
- Selection of hockey sticks, helmets, pads
- A kitchen area including a Keurig coffeemaker and small refrigerator/cooler for purchase of bottled water and sport drinks for sale.

Anticipated Changes to the Property:

To convert the existing space to use for the intended use will require no structural changes to the building.

No actual ice rink will be installed on the Property; even to the extent that “synthetic ice” tiles are added as part of the Off-Ice Training Facilities, that installation will require no removal of the existing floor or plumbing. Two current non-structural walls may be removed to open the space further. The existing gallery kitchen and bathrooms will remain.

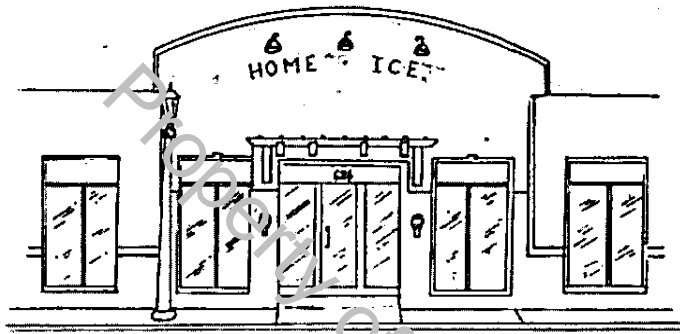
Other than replacement of the existing “The Last Detail” signage on the front of the building with similar “Home Ice” signage, no changes to the façade or outside of the building are contemplated or proposed.

Current:



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Proposed:



Anticipated Hours and Use:

Weekdays: 6:00 am to 9:00 pm

Weekends: 6:00 am to 11:00 pm

Generally, a typical youth hockey team would consist of 15-20 players and two coaches.

The operation of the Off-Ice Training Facility would provide that:

- No more than thirty-five customers and clients would participate in any exercise, fitness, training, or session at one time, regardless of whether the customers are divided into more than one teams or individual classes.
- No more than two team or group classes and one private class would be conducted at the same time.
- The number of trainers and employees working in the building at any one time would be no more than five.
- No more than four special event fundraisers, parties, special shows, openings, or other similar non-recurring functions would occur on the Property per year.

Parking:

The Property will use the existing driveway and curb cut to provide nine (9) off-street parking spaces to the immediate South of the building for the exclusive use by clients and customers of Home Ice.

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The existing driveway will be marked professionally with those spaces (as provided in the accompanying schematic). Access to this driveway from both Green Bay Road and alley behind the building will reduce congestion.

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Home Ice employees would park their vehicles in the five (5) existing off-street parking spaces in the alley directly behind the the Property. To the extent these spaces are not used by employees, they would be available to be used by customers and clients.

There is also a handicapped parking space in the alley behind the Property as well.



Although these fifteen (15) on-site parking spaces is less than the absolute maximum forty customers, clients and employees allowed in the building at one time, as described above, Home Ice anticipates a much lower need for parking.

- Team members generally are dropped off by their parents during their training sessions, utilizing carpools, and do not stay during team exercises.
- Given the location of the Property in the heart of the community and so close to New Trier High School, we anticipate that many team members will walk or ride their bikes to the Property for their training sessions.

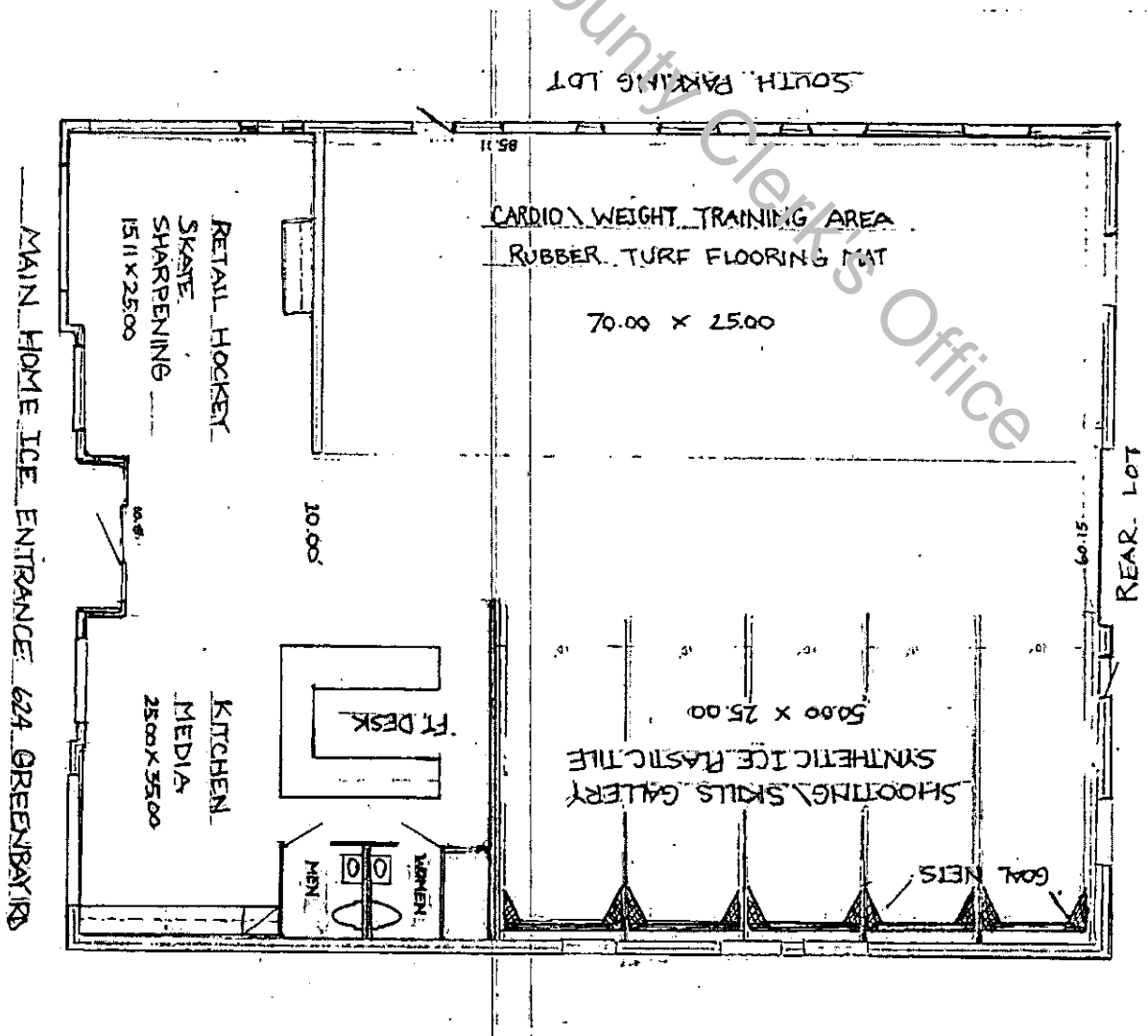
About Home Ice

Home Ice has been in business, serving the local North Shore hockey community since 2016, at locations recently in Winnetka and continuing at the North Shore Ice Arena, located in Northbrook.

Home Ice is the brainchild and passion of Jeffrey Dolphin (jeff@homeicechicago.com), a 2009 graduate of New Trier High School, and has been assistant coach for the multiple youth teams for Wilmette, Winnetka, and New Trier.

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Proposed Interior Schematics



Property of Cook County Clerk's Office

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Current Plat of Survey

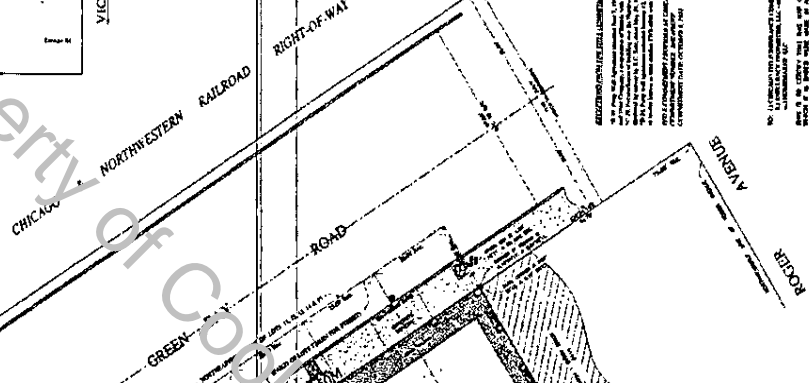
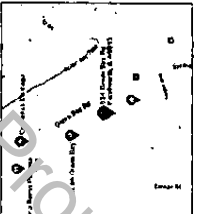
MM SURVEYING CO., INC.
PROFESSIONAL DESIGN FIRM NO. 04-000333
ALTA/NSPS Land Title Survey

PARCEL 12
THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1954 AND THE RULES AND REGULATIONS THEREUNDER. THE SURVEYING ACT OF 1954 PROVIDES THAT A SURVEYOR SHALL BE RESPONSIBLE TO THE PUBLIC AND SHALL NOT BE BOUND BY THE CONTRACT MADE WITH HIS CLIENT. THE SURVEYOR'S OBLIGATION IS TO THE PUBLIC AND TO THE STATE OF ILLINOIS. THE SURVEYOR'S OBLIGATION IS NOT TO THE CLIENT OR TO THE CONTRACTOR. THE SURVEYOR'S OBLIGATION IS TO THE PUBLIC AND TO THE STATE OF ILLINOIS. THE SURVEYOR'S OBLIGATION IS NOT TO THE CLIENT OR TO THE CONTRACTOR.

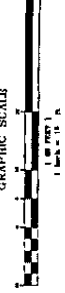
TOTAL LAND AREA - 18.500 AC. ± - 81,274 SQ. FT. (MORE OR LESS)
MAPPING DATE: 08/20/2024



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NO. 11 CHICAGO AND NORTHWESTERN RAILROAD COMPANY
THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY IS THE OWNER OF THE CHICAGO NORTHWESTERN RAILROAD RIGHT-OF-WAY SHOWN ON THIS SURVEY. THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY OR THE DATA THEREON.



Order No. 103330
Scale: 1" = 100' ±
Field Computation Date: 08/20/2024
Order By: [Name]

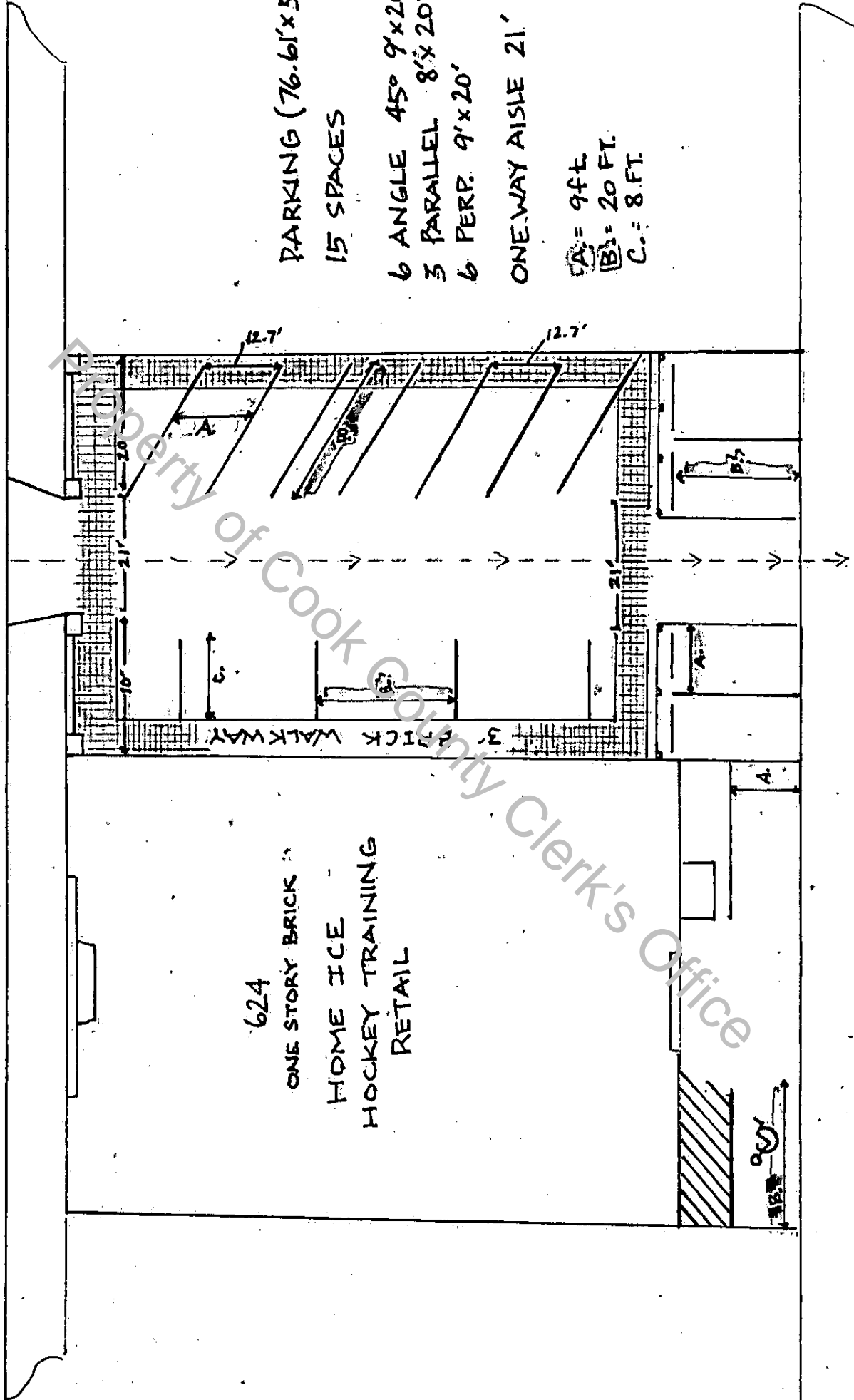
Property of Cook County Clerk's Office

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Proposed Parking

HOME ICE LLC. Schematic

624 GREENBAY RD.



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT C Unconditional Agreement and Consent

TO: The Village of Kenilworth, Illinois ("**Village**");

WHEREAS, Homemaker LLC, an Illinois limited liability company doing business as Home Ice Hockey, ("**Applicant**"), is the owner of that certain property commonly known as 624 Green Bay Road in the Village ("**Property**"); and

WHEREAS, Ordinance No. 1307, adopted by the Village President and Board of Trustees on March, 21, 2022 ("**Ordinance**"), grants a special use permit to the Applicant to allow the operation of a physical fitness facility on Property; and

WHEREAS, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant files, within 90 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

1. The Applicant hereby unconditionally agrees to, accepts, consents to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant 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 Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of special use permits for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant does hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the special use permits for the Property.

[SIGNATURE PAGE FOLLOWS]

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ATTEST:

HOMEMAKER LLC, an Illinois limited liability company

By: [Signature]

By: [Signature]

Its: Assistant to the Village Manager

Its: MANAGER

SUBSCRIBED and SWORN to before me this 24th day of MARCH 2022.

[Signature]
Notary Public

