

MINUTES OF REGULAR MEETING

CHAMPAIGN COUNTY ZONING BOARD OF APPEALS

**1776 E. Washington Street
Urbana, IL 61802**

DATE:	March 16, 2017	PLACE:	John Dimit Meeting Room
			1776 East Washington Street
TIME:	7:00 p.m.		Urbana, IL 61802

MEMBERS PRESENT: Frank DiNovo, Debra Griest, Marilyn Lee, Brad Passalacqua, Jim Randol, Eric Thorsland

MEMBERS ABSENT : Catherine Capel

STAFF PRESENT : Connie Berry, Susan Burgstrom, John Hall

OTHERS PRESENT : Robert Frazier, Lloyd Allen, Steve Koester, Caleb Burton, Keith Padgett

1. Call to Order

The meeting was called to order at 7:00 p.m.

2. Roll Call and Declaration of Quorum

The roll was called and a quorum declared present with one member absent.

Mr. Thorsland informed the audience that anyone wishing to testify for any public hearing tonight must sign the witness register for that public hearing. He reminded the audience that when they sign the witness register they are signing an oath.

3. Correspondence

None

4. Approval of Minutes (October 13, 2016 and January 26, 2017)

Mr. Thorsland entertained a motion to approve the October 13, 2016 and January 26, 2017, minutes.

Ms. Lee requested that the Board approve the October 13, 2016 and January 26, 2017, separately, because she did not attend the January 26, 2017, meeting.

Mr. Thorsland entertained a motion to approve the October 13, 2016, minutes.

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Ms. Griest moved, seconded by Mr. Randol, to approve the October 13, 2016, minutes.

Mr. Thorsland asked the Board if there were any corrections or additions required for the October 13, 2016, minutes and there were none.

The motion carried by voice vote.

Mr. Thorsland entertained a motion to approve the January 26, 2017, minutes.

Ms. Griest moved, seconded by Mr. Randol to approve the January 26, 2017, minutes.

Mr. Thorsland asked the Board if there were any corrections or additions required for the January 26, 2017, minutes and there were none.

The motion carried by voice vote with one member abstaining.

Mr. Thorsland requested that staff, the Board and the audience speak loudly and directly into the microphone so that all of the testimony can be clearly heard on the audio recording and entered into the transcribed minutes. He noted that everyone should check their microphone when they speak to make sure that their microphone is turned on, green indicator light, and working.

5. Continued Public Hearing

Case 792-V-14 (Reactivated) Petitioner: Robert Frazier Request to authorize the following Variance from the Champaign County Zoning Ordinance in the I-1 Light Industry Zoning District: Part A. Variance for 62 parking spaces in lieu of the minimum required 86 parking spaces as required by Section 7.4.1 of the Zoning Ordinance. Part B. Variance for 27 on-site parking spaces in lieu of the minimum required 86 parking spaces(including 27 on-site and 47 off-site parking spaces) as required by Section 7.4 of the Zoning Ordinance. Part C. Variance for allowing 47 off-street parking spaces on an adjacent lot in lieu of requiring all 86 off-street parking spaces to be located on the same lot or tract of land as the use served, as required by Section 7.4.1 of the Zoning Ordinance. Part D. Variance for a setback of 50 feet and a front yard of 20 feet between the principal building and Tiffany Court in lieu of the minimum required setback of 55 feet and the minimum required front yard of 25 feet as required by Section 5.3 of the Zoning Ordinance; and Part E. Variance for parking spaces that are at least 8 feet 6 inches by 18 feet 6 inches in lieu of the minimum required 9 feet by 20 feet as per Section 7.4.1.B. of the Zoning Ordinance. Location: Lot 4 of the Stahly Subdivision in the Southeast Quarter of Section 8 of Champaign Township and commonly known as the former LEX building located at 310 Tiffany Court, Champaign.

Mr. Thorsland informed the audience that anyone wishing to testify for any public hearing tonight must sign the witness register for that public hearing. He reminded the audience that when they sign the witness register they are signing an oath. He asked the audience if anyone desired to sign the witness register at this time.

Mr. Thorsland informed the audience that Case 792-V-14 is an Administrative Case and as such, the County

1 allows anyone the opportunity to cross-examine any witness. He said that at the proper time, he will ask for
2 a show of hands for those who would like to cross-examine and each person will be called upon. He
3 requested that anyone called to cross-examine go to the cross-examination microphone to ask any questions.
4 He said that those who desire to cross-examine are not required to sign the witness register but are requested
5 to clearly state their name before asking any questions. He noted that no new testimony is to be given during
6 the cross-examination. He said that attorneys who have complied with Article 7.6 of the ZBA By-Laws are
7 exempt from cross-examination.

8
9 Mr. Thorsland asked the petitioner if he would like to make a statement regarding his case.

10
11 Mr. Robert Frazier, who resides at 3909 Farmington Drive, Champaign, and whose business address is 310
12 Tiffany Court, Champaign, declined to speak at this time.

13
14 Mr. Thorsland asked Mr. John Hall, Zoning Administrator, to review the new information with the Board.

15
16 Mr. John Hall, Zoning Administrator, distributed Supplemental Memorandum #11 dated March 16, 2017, to
17 the Board for review. He stated that the City of Champaign has assigned a subdivision case number for the
18 creation of the proposed lot. He said that the Board might recall the proposed special condition requiring the
19 purchase of the land, which is involved in the subdivision case. He said that Attachment A to Supplemental
20 Memorandum #11 is the Minor Plat application submitted to the City of Champaign on March 13, 2017. He
21 said that Attachment B to Supplemental Memorandum #11 is a Draft Combined Subsidiary Drainage Plat
22 and Parking Plan for the proposed Replat of Lot 7. He said that staff has not added any new conditions and
23 has only revised the Special Conditions of Approval so that the petitioner will have a clearer idea of what is
24 required.

25
26 Mr. Hall stated that staff distributed a Privileged and Confidential Memorandum dated March 7, 2017, from
27 the State's Attorney's Office to the Board, for review. He said that the Board requested the State's
28 Attorney's opinion regarding the Board requiring the curb replacement as a condition of approval of the
29 variances. Mr. Hall stated that the State's Attorney has indicated that the curb replacement seems to be a
30 logical part of this case and the replacement of the curb could be included as a special condition of approval.
31 He said that the State's Attorney recommended that the Board makes sure that the findings are very clear as
32 to why the curb is related to those findings. Mr. Hall stated that staff expected to receive a memorandum
33 like this from the State's Attorney and in fact received it. He said that staff distributed copies of the
34 memorandum to the Board and requested that all copies be returned to staff prior to exiting the meeting,
35 because the memorandum is only communication between the State's Attorney's Office and the Board and is
36 not available for public review.

37
38 Ms. Lee asked Mr. Hall to indicate why proposed Special Condition A.(1), indicated on page 2 of
39 Supplemental Memorandum #11, indicates the following: unless the Zoning Administrator determines that a
40 different number of spaces are required.

41
42 Mr. Hall stated that the statement in Special Condition A.(1) is not new and has been part of the special
43 condition from day one. He said that going into the future, the petitioner would have to submit a Change of
44 Use Permit each time he has a new rental client and that client may change the number of parking spaces, but
45 as long as the proper number of spaces are available, staff will not make a problem for the petitioner.

46

1 Ms. Lee stated that Special Condition C.(4) on page 3 of Supplemental Memorandum #11, indicates that
2 both the Champaign Township Highway Commissioner and the Champaign County Engineer shall inspect
3 the reconstruction of the street curb at appropriate stages of reconstruction. She said that Special Condition
4 C.(5) indicates that only the approval by the Champaign Township Highway Commissioner is necessary. She
5 asked Mr. Hall why approval from the County Engineer is not required.
6

7 Mr. Hall stated that he normally takes a suspenders and belt approach for these types of things, but in regards
8 to the final decision on the as-built drawings he knows that that Champaign Township Highway
9 Commissioner will ask the Champaign County Engineer about that; therefore, he decided to keep it short
10 rather than adding it into the condition.
11

12 Ms. Lee asked Mr. Hall why Special Condition A.(3) on page 2 of Supplemental Memorandum #11,
13 provides 12 months for the petitioner to complete the purchase of adjacent land necessary for the required
14 number of parking spaces. She asked Mr. Hall why 12 months.
15

16 Mr. Hall stated that as long as the purchase contract remains in place and the spaces are available he could
17 not justify a shorter amount of time. He said that there are some things that need completed within a shorter
18 amount of time, such as the replacement of the curb. He said that he recommended that the curb be replaced
19 within 180 days and he is requiring that the accessible ramp be placed within 180 days. He said that the
20 reason for the ramp is because the existing building is currently in violation with the accessibility code and
21 he wants to have the ramp placed as soon as possible or the second floor needs to be decommissioned. He
22 said that the Board seems to be willing to go with the second floor plan; therefore, the ramp has to be placed
23 as soon as possible. He said that he wants to make sure that the curb is replaced in plenty of time before the
24 12 months is up. He said that it is quite possible that weather will intervene, depending on when things get
25 started, and right now 180 days seems to be possible, but beyond 180 days, we could get into another
26 weather situation.
27

28 Ms. Lee stated that she sent a memorandum to Ms. Burgstrom indicating that two winters have already
29 passed regarding the curb replacement and if the case is continued to May or June, within six months from
30 then we could have snow flying for the third season. Ms. Lee thanked Mr. Hall for his critique of her
31 questions.
32

33 Mr. Thorsland asked the Board if there were any additional questions for Mr. Hall regarding Supplemental
34 Memorandum #11, and there were none.
35

36 Mr. Thorsland called Lloyd Allen to testify.
37

38 Mr. Lloyd Allen, who resides at 2232 Stoneybrook Drive, Champaign and owns the property located at 4400
39 W. Springfield Ave, Champaign, stated that it is hard to believe that the Board is considering out of county
40 parking, because the Board has no rules set up on how they will ever handle it. He asked what will happen if
41 someone comes in a month from now and they too do not have enough onsite parking, but they are willing to
42 use a different business property that they own, which is located six blocks down the road, for their parking.
43 He said that the Board is setting a precedent by ever having offsite parking, be it in the County or out of the
44 County. He said that the current rules require that the parking must be onsite and does not state that the
45 required parking can be on another lot or anywhere else. He asked why the Board is trying to bend the rules
46 and re-establish precedent for someone who has violated the rules regarding new construction without proper

1 approvals and not notified the County regarding new tenants, etc. He said that some of the numbers should
2 have changed by tonight, because Mr. Frazier currently rents storage spaces for a new tenant's business and
3 since there are so many employees who show up for work, they have to rent space from the property owner
4 to the south to park their vehicles. He said that he is sure that the Board was not notified about this new
5 tenant or his parking arrangements. He said that this case has gone on way too long and he believes that the
6 Board has been too forgiving, because the Board has repeatedly asked for things to be done and it has taken
7 two years for us to get to this point. He said that upon numerous times, Mr. Frazier has indicated that he will
8 remove the oil tanks, but they are still there today. He said that he is not sure if anyone has actually seen an
9 actual contract for purchase of the additional land for the required parking. He said that at one time Mr.
10 Frazier indicated that he had the property rented, but we found out that the lease had already expired.

11
12 Mr. Thorsland asked the Board if there were any questions for Mr. Allen, and there were none.

13
14 Mr. Thorsland stated that the Board would question Mr. Frazier about the new tenant mentioned in Mr.
15 Allen's testimony. He asked Mr. Hall if the City of Champaign issuing a case number for the subdivision
16 implies that there is a contract for sale of the property.

17
18 Mr. Hall stated that it implies that the petitioner and the owner of the property have submitted a Plat of
19 Subdivision and he thought that the Board had received a copy of the draft contract for purchase. He said
20 that while working on the newest memorandums, he and Ms. Burgstrom realized that Parts B and C of this
21 variance are actually only intended to be temporary parts until the new lot is created and purchased, at which
22 point, those parts are not necessary and will no longer apply. He said that if this case has final action, the
23 Board wants to make sure and include that modification to Parts B and C, because they are not intended to be
24 necessary past the acquisition of the extra land.

25
26 Mr. Allen asked Mr. Hall how the County would control anything that the City of Champaign may require
27 on the lot in the future and if it does not meet the County's rules.

28
29 Mr. Hall stated that he is not interested in what the City of Champaign requires as long as they approve the
30 plat of subdivision and the petitioner keeps the City of Champaign happy with how that property is being
31 kept and used. He said that as long as the number of parking spaces are there and it meets the number of
32 parking spaces required, then that is what is relevant for County zoning. He said that if issues come up it
33 would be up to the City of Champaign to deal with those issues. He said that if the number of parking
34 spaces were reduced for some reason then that would be an enforcement issue with the County. He said that
35 there is never a guarantee that every zoning approval will be met, but that is why staff is in the office on a
36 daily basis. He said that he is happy with the progress that has been made since there is now a Plat of
37 Subdivision submitted to the City of Champaign for review and approval. He said that the Plat of
38 Subdivision has not received an approval yet and it has not been recorded yet, and the property has not been
39 purchased yet, but that is why staff placed those extra details on the special conditions.

40
41 Mr. Thorsland stated that precedent is a weird thing as it relates to zoning, because each case is unique. He
42 said that the Board does think about things that they do in the past as an example, the Board has had a case
43 where patrons for an event center were bused to the event center property so that they did not park their cars
44 at the event center. He said that the Board did not specify where the patrons had to park their cars in order to
45 get to the bus, because the Board's concern was the event center site. He said that for this case, the Board is
46 very specific about the number of required parking spaces, as indicated on the site plan, in the special

1 conditions. He said that the two conditions regarding the onsite and offsite parking numbers goes away once
2 the two lots become one lot. He said that it may be clunky but not completely out of realm of the power of
3 the Board to do that, and as Mr. Hall has stated, most zoning compliance with the Board's approval has to do
4 with enforcement. He said that enforcement stems from staff receiving calls from the public indicating that
5 they are not sure if the activities on a property are in compliance. He said that he is certain that people will
6 pay attention and will call staff if the property is not being used well, and he is certain that staff will visit the
7 property to verify. He said that it appears that the acquisition for the purchase of the adjacent property is
8 moving along and he hopes that it all happens, because it would make this case easier.

9
10 Mr. Allen stated that at the last hearing he questioned the outline of everything and the elevation difference
11 between Mr. Frazier's property and Mr. Isaac's property. He said that on the east side where the concrete is
12 taken back to the power pole, the Board requested a drawing indicating how the hill and the drainage would
13 be addressed in this area. He said that it was his understanding that the drawing was to be submitted to the
14 Board for review at this public hearing.

15
16 Mr. Thorsland stated that the drainage in this area was supposed to be included in the engineering drawing.
17

18 Mr. Hall stated that he does remember the discussion, but he does not remember the Board requesting
19 engineering drawings. He said that page 4 of Supplemental Memorandum #11, Special Condition E.
20 includes all of the things that have to be documented in the Change of Use Permit. He said that Special
21 Condition E (1) e. is as follows: the completion of earthwork and regrading necessary for installation of new
22 pavement on the east side of the subject property. He said that if this case is approved, there will need to be
23 a Change of Use Permit applied for within 30 days of the approval of Case 792-V-14, and one of the things
24 that needs to be detailed in that Change of Use Permit are the details in Special Condition E (1) e. and if
25 those details are not included, then the variance is void.

26
27 Mr. Hall stated that Special Condition E(6) indicates that a final Compliance Certificate shall be received
28 within 12 months of the approval of Case 792-V-14, but the Zoning Administrator shall not issue a final
29 Zoning Compliance Certificate for the property until the following has occurred:. He said that Special
30 Condition E(6)c. states that the petitioner shall have relocated the used vegetable oil tanks and any necessary
31 earthwork, and new pavement shall have been installed to facilitate vehicular movement around the east end
32 of the subject property. He said that short of having a note on the plan, Special Condition E (6) c. is
33 enforceable and if that is not done within 12 months, the variance is void. He said that ideally, the Board
34 would require engineering drawings, but it was not made clear at the last meeting and this is how staff has
35 tried to deal with it.

36
37 Mr. Thorsland stated that Special Condition E (1) e. states that the completion of earthwork and regrading
38 necessary for installation of new pavement on the east side of the subject property. He said that this detail
39 has to be done within 30 days of the approval of Case 792-V-14, but the work has to be done within 12
40 months. He said that this is a special condition that the petitioner has to agree to and it will be an
41 enforcement issue.

42
43 Mr. Hall stated that given the grades involved, he does not see anything that is infeasible there. He said that
44 there is a cost and there will be a long-term cost for property maintenance, but he believes that it can be
45 done, but if it cannot then the Board needs to know sooner rather than later.
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1 Mr. Thorsland asked the Board and staff if there were any questions for Mr. Allen and there were none.

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3 Mr. Thorsland asked the audience if anyone desired to cross-examine Mr. Allen and there was no one.

4
5 Mr. Thorsland called Keith Padgett to testify.

6
7 Mr. Keith Padgett, Champaign Township Highway Commissioner, stated that his office is located at 3900
8 Kearns Road, Champaign. He said that in relation to the curb, he is not in constant contact but is in regular
9 contact with Jeff Blue, Champaign County Highway Engineer, regarding a road project that Mr. Padgett has
10 in his township. Mr. Padgett said that Mr. Blue informed him that his township's project review might have
11 to be put on hold due to the County having their own projects going. Mr. Padgett said that he believes that
12 the County Engineer will be able to have someone inspect the curb as it is replaced. He said that someone
13 with the County Engineer will review and approve the plan and the contractor for the replacement of the
14 curb, because someone like "Jim and Bob" cannot do the work as it has to be someone who does this type of
15 work on a regular basis so that a good result is achieved in the end.

16
17 Mr. Thorsland asked Mr. Padgett if he was comfortable with the contractor that is approved.

18
19 Mr. Padgett stated that the County Engineer has to approve the people that will install the curb.

20
21 Mr. Thorsland stated that the State's Attorney has indicated that it is within the ZBA's power to require the
22 curb's replacement. He said that the proposed special conditions would ensure that the curb would be
23 replaced. He asked Mr. Padgett if he would want to make the time-period for replacement of the curb to be
24 180 days.

25
26 Mr. Padgett stated that the weather has been a little strange, but the season for pouring concrete has actually
27 already started. He said that we do not want to get into a situation again where we are entering November;
28 therefore, he would like to have the curb replaced as soon as possible and not later than summer. He said not
29 that the replacement of the curb has to come first, but it would eliminate a lot of trouble. He said that the
30 contractors are going to get busy and even though this is a small project, it is a needed project, but
31 contractors will have to be persuaded to contract for a 100 foot curb over a four mile project. He said that
32 the County Engineer might be able to get someone to do it before they are too busy.

33
34 Mr. Thorsland agreed. He said that it is probable that the contractors already have their work lined up for the
35 summer, which may be a contributing reason why staff allowed 12 months for completion. He said that the
36 season for concrete is a lot longer than it used to be.

37
38 Mr. Thorsland asked the Board and staff if there were any questions for Mr. Padgett.

39
40 Ms. Lee asked Mr. Padgett if Mr. Frazier had contacted him regarding the curb replacement.

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42 Mr. Padgett stated that Mr. Frazier has not contacted him.

43
44 Mr. Thorsland asked the audience if anyone desired to cross-examine Mr. Padgett and there was no one.

45
46 Mr. Thorsland called Caleb Burton to testify.

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2 Mr. Caleb Burton, who resides at 2063 Shady Rest Road, Monticello, stated that Mr. Allen pretty much
3 touched on everything. He said that this case has been going on for over two years and each time when Mr.
4 Frazier shows up at a meeting, he is given a long laundry list for things to submit to the Board. He said that
5 Mr. Frazier is good at providing just enough information to satisfy the Board and they kick the can to
6 continuing the case even longer. Mr. Burton stated that there is no inclination that there is a contract in place
7 and the City of Champaign Manager indicated that he is speaking directly with Mr. Isaacs regarding his
8 property and it appears that everything is contingent upon whether Mr. Frazier buys the property. Mr.
9 Burton stated that Mr. Frazier has submitted draft or preliminary drawings and it is easy to have someone
10 prepare those drafts, but the Board needs something with teeth. He said that at one time Andrew Fell was
11 involved, but there has not been any additional information submitted which indicates that he is still
12 involved. Mr. Burton stated that Mr. Frazier illegally built the front porch addition, which requires a variance
13 for setback, and a variance is required for parking. He said that Mr. Frazier currently has two tenants that are
14 leasing an area from Mr. Burton and Mr. Koester, because there is not enough room on Mr. Frazier's
15 property for parking. Mr. Burton stated that after two years, nothing has changed on the Frazier property but
16 here we are.

17
18 Mr. Thorsland asked Mr. Burton if the two tenants who are renting space for parking from Mr. Burton and
19 Mr. Koester are doing business in Mr. Frazier's defined storage areas or in the retail areas.

20
21 Mr. Burton stated that one of the tenants is located in the area that was going to be deconstructed, the area that
22 tied the two buildings together, but that area now has a new garage door and the tenant is running his
23 electrical contractor's business. He said that the other tenant is a landscaper and he is not sure if he is
24 running his business in a mini-warehouse or somewhere else on Mr. Frazier's property.

25
26 Mr. Thorsland stated that this would be another question for Mr. Frazier.

27
28 Mr., Hall asked Mr. Burton to indicate what type of vehicles are being parked on his property.

29
30 Mr. Burton stated that there are large company trucks, cars and personal vehicles. He said that the electrical
31 contractor's bucket truck is stored inside, but the electrical contractor has a pickup truck, regular sized vans
32 and personal vehicles. He said that they had a lease agreement for "x" amount of dollars and the electrical
33 contractor requested that the lease agreement area be doubled due to his need for additional parking for his
34 employees.

35
36 Mr. Hall stated that there apparently has been a change in tenants. He asked Mr. Burton if he could indicate
37 the number of employees that park on his property for each of those uses.

38
39 Mr. Burton stated that the electrical contractor parks at least six personal vehicles on the leased area.

40
41 Mr. Thorsland asked Mr. Burton if the tenant involved in landscaping also parks employee vehicles on the
42 leased area.

43
44 Mr. Burton stated that he is not sure about the landscaper, because he has a mobile trailer, equipment trailers
45 and a pickup truck. He said that he is not sure whether the landscaper has employees. He said that they
46 lease parking area for the long vehicles, so six spaces are really 12 spaces.

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2 Mr. Thorsland asked Mr. Burton to indicate the number of provided parking spaces for the tenants.

3

4 Mr. Burton stated that he does not remember the exact number, but it is approximately 100 yards by 50 feet.
5 He said that they lease the tenant a fair amount of area for parking.

6

7 Mr. Thorsland asked Mr. Burton if he is not opposed to renting space to Mr. Frazier's tenants.

8

9 Mr. Burton stated that Mr. Frazier's tenants contacted them directly and they agreed to lease space to them.

10

11 Mr. Thorsland stated that he understands Mr. Burton's frustration regarding the amount of time that this case
12 has taken, and the Board does make incremental progress on large informational requests. He said that the
13 Board stopped the case and the petitioner paid the fee to reactivate the case. He said that the Board does
14 everything that they can to be as fair to everyone involved and there may have been some times when it
15 appears that the Board is not being very fair to anyone other than the petitioner. He said that, in the end, the
16 Board does the best job that they can that is hopefully fair to everyone who is party to the case, and that
17 includes the petitioner. He said that the Board has been harsh on some of the requests for the petitioner and
18 the special conditions are very rigid, should they be approved and accepted, with some real time lines.

19

20 Mr. Burton stated that, in all due respect, the special conditions have no teeth. He said that the special
21 conditions have been discussed for two years. He said that Mr. Frazier was supposed to have all of his
22 information to the Board by a said date, and we are still here tonight.

23

24 Mr. Thorsland stated that the said date was not a special condition, but was a request. He said that once the
25 special conditions are part of the real case they become an enforcement issue, and they will be enforced.

26

27 Mr. Hall asked Mr. Burton if Mr. Frazier's tenants indicated why they needed to lease an area for parking on
28 Mr. Burton's property.

29

30 Mr. Burton stated that they pay rent to park their vehicles on his property, even though their rent with Mr.
31 Frazier is inclusive of parking. He said that when someone rents an apartment they expect to be able to park
32 their car at that same location.

33

34 Mr. Hall asked Mr. Burton if the tenants informed him that there was not enough available parking space on
35 Mr. Frazier's property for them to park their vehicles.

36

37 Mr. Burton stated yes.

38

39 Mr. Thorsland stated that the Board would discuss this issue with Mr. Frazier.

40

41 Mr. DiNovo asked Mr. Burton when the leases for parking started.

42

43 Mr. Burton stated that approximately four or five months ago, the electrical contractor and the landscaper
44 started leasing space from him for parking. He said that the landscaper started leasing space before the
45 electrical contractor.

46

1 Mr. Thorsland stated that he has been past the subject property and it appears that there is new construction
2 occurring enclosing the middle part.

3 Mr. Burton stated that it was his understanding that the middle part was to be removed. He said that at one
4 time, there was a tenant who operated a car speaker operation, but they have since vacated the property. He
5 said that there is a food truck service in the larger area.
6

7 Mr. Thorsland asked Mr. Burton if any other tenants on Mr. Frazier's property have requested a lease for
8 parking on Mr. Burton's property.
9

10 Mr. Burton stated that the tenants have changed several times. He said that in the draft of the replat there is
11 an area indicated as temporary ingress/egress. He asked why the temporary ingress/egress is not required to
12 be a permanent access. He said that he recently purchased a property that was three parcels and one of the
13 parcels was landlocked. He said that he had to create a permanent easement for the landlocked parcel so that
14 if he sells the back property but kept the front two properties, the owner of the back property could have
15 legal access.
16

17 Mr. Thorsland asked staff if there is an explanation as to why the ingress/egress are indicated as temporary.
18

19 Ms. Burgstrom stated that according to emails between the City of Champaign and Eric Hewitt, the wording
20 on the replat is temporary wording for a long-term situation. She said that the string of emails are included
21 as an attachment to Supplemental Memorandum #10, dated March 8, 2017.
22

23 Mr. Burton stated that he purchased a property that had an existing billboard upon it and he was required to
24 draw up a permanent easement that allowed the billboard company access.
25

26 Mr. Thorsland asked Mr. Hall if the Board could request a permanent easement.
27

28 Mr. Hall stated that the Board could impose any condition that the Board feels is necessary, but the City of
29 Champaign is very happy with the easement as it is described on the plat. He said that the easement is not a
30 County issue and is a City of Champaign issue and the City of Champaign is satisfied with it.
31

32 Ms. Burgstrom stated that the string of emails included in Supplemental Memorandum #10 includes a
33 question from Jeff Marino, Senior Planner with the City of Champaign to Eric Hewitt, Phoenix Consulting
34 Engineers, states the following: "when you say "temporary", are you talking long term, or are you thinking
35 something shorter?" Ms. Burgstrom stated that Mr. Hewitt's response to Mr. Marino is as follows: "Yes, a
36 long term temporary. Meaning if and when Lot 7B is leveled and completely redeveloped the easements
37 would no longer be available."
38

39 Mr. Burton stated that Mr. Frazier's masterplan is contingent upon a property that is yet to be purchased. He
40 reminded the Board that the last time that this property was discussed Mr. Frazier had a lease agreement that
41 he had defaulted upon and lied to the Board about it. He said that Mr. Frazier is now indicating that he will
42 purchase the property, but he has not yet done so.
43

44 Mr. Thorsland asked the Board and staff if there were any questions for Mr. Burton and there were none.
45

46 Mr. Thorsland asked the audience if anyone desired to cross-examine Mr. Burton. He reminded the audience

1 that they could only ask questions regarding Mr. Burton's testimony and no new testimony can be given at
2 this time.

3 Mr. Robert Frazier asked Mr. Burton if he gave permission to his tenants to lease space on his property.
4

5 Mr. Burton stated yes.
6

7 Mr. Frazier asked Mr. Burton why he indicates that the landscape person is Mr. Frazier's tenant.
8

9 Mr. Burton stated that it is his understanding that the landscape person is Mr. Frazier's tenant.
10

11 Mr. Frazier stated that the landscape person has only discussed leasing space on Mr. Frazier's property and is
12 not currently a tenant.
13

14 Mr. Thorsland informed Mr. Frazier that he is presenting testimony and at the appropriate time, the Board
15 will discuss the landscape operation with Mr. Frazier.
16

17 Mr. Frazier asked Mr. Burton if any of Mr. Frazier's other tenants have approached him regarding leasing
18 space for parking.
19

20 Mr. Burton stated that this same incidence occurred with the mini-warehouse tenants, because they assumed
21 that they could park on Mr. Burton's property, because there was not enough room for parking on Mr.
22 Frazier's property. He said that the addition that Mr. Frazier constructed does not allow enough room for
23 two vehicles to pass. He said that at the last hearing, the Board discussed the issue regarding proper access
24 for emergency vehicles during an emergency event, but nothing has been done. He said that he and Mr.
25 Koester have not installed a fence on their property, because they do not want it damaged by Mr. Frazier's
26 tenant's vehicles. He said that he does not know how emergency vehicles will be able to get down the
27 access if there is a fire.
28

29 Mr. Thorsland asked Mr. Burton if he and Mr. Koester have considered constructing a fence on their
30 property, but decided against it because they were afraid that it would be damaged.
31

32 Mr. Burton stated yes.
33

34 Mr. Thorsland asked the Board, staff and the audience if there were any additional questions for Mr. Burton
35 and there were none.
36

37 Mr. Thorsland called Steve Koester to testify.
38

39 Mr. Steve Koester, who resides at 1919 N. Old Route 47, Monticello, and owns the property located at 305
40 Tiffany Court, Champaign, stated that he has seen the Board enough that he feels that everyone is inner-
41 connected. He said that Mr. Allen and Mr. Burton have done a good job discussing all of the issues, but he
42 wonders how we ended up with an individual who has been given so much latitude. He said that the packet
43 indicates that Mr. Frazier has hired an attorney who has promised to starting coming to the meetings if a
44 continuance is granted tonight. Mr. Koester asked where the attorney was two years ago when this case
45 began. He said that he was shown a drawing prepared by Andrew Fell, but he is in the construction business
46 and he is very familiar with a plan prepared by Andrew Fell, although the plan that he reviewed for this case

1 is not a typical Andrew Fell plan. He said that the Board was assured that the submitted plan was only a
2 temporary plan, yet Andrew Fell has not attended any more meetings. Mr. Koester stated that there has to be
3 a time when reasonable people draw a line and states that this has to end. He said that he and Mr. Burton
4 attend the meetings and they drive from Monticello to Urbana time after time to attend the meetings. He
5 said that Mr. Frazier has been late for meetings and has even missed meetings, and he has spoken harshly to
6 the Board, yet the Board grants continuance after continuance for this case. He said that two, if not three
7 times, it appeared that the case was ready for a final vote, but was turned around by County or City staff and
8 the vote was not taken. He said that he is getting older and he does not know how many years he has left on
9 this earth, but he does not want to be dealing with this when he meets his maker. He urged the Board to take
10 a vote, yea or nay, but get this case resolved. He thanked the Board for their time and their service.

11

12 Mr. Thorsland asked the Board and staff if there were any questions for Mr. Koester.

13

14 Mr. Hall stated that staff has been in contact with Mr. Fell recently and it is true that Mr. Fell has been asked
15 to do nothing more at this point. He said that the drawings that the Board has received in this case are far
16 better than most drawings than what the Board normally sees and he does not know why that is, but so far
17 the quality of drawings is much better than what the Board normally receives for review. He said that
18 Champaign County has not seen fit to adopt a building code so staff does not enforce a building code. He
19 said that the County does not care what someone builds his or her building out of, and the County does not
20 care what it looks like when it is done, and does not especially care whether it is maintained very well, as
21 long as it does not become a dangerous structure. He said that for this project he believes there should be
22 more care required than usual, especially when a ramp is proposed to be constructed to the second floor. He
23 said that a ramp such as this is allowed under the *Illinois Accessibility Code*, but the ramp must be safe and
24 the posts must support the loads that it is supposed to support or it does not meet the *Illinois Accessibility*
25 *Code*. He said that Special Condition E. on page 4 of Supplemental Memorandum #11, indicates items that
26 need to be submitted with the Change of Use Permit within 30 days of the approval of Case 792-V-14. He
27 said that item E.(4) indicates the following: The petitioner shall provide framing plans for the proposed
28 interior accessibility ramp that shall be prepared by an Illinois Licensed Architect or an Illinois Licensed
29 Professional Engineer and said framing plans shall be submitted to the Zoning Administrator prior to the
30 actual construction of the ramp and the Zoning Administrator shall be allowed to inspect the ramp during
31 construction as required to document compliance with the framing plans. He said that item E.(5) states the
32 following: All necessary construction required to make the second floor accessible shall be completed within
33 180 days and shall be documented by an approved partial Zoning Compliance Certificate and failure to make
34 the second floor accessible within 180 days shall void the approval of Case 792-V-14. He said that he does
35 not know what else we can do to assure that there is a sound usable ramp constructed to the second floor. He
36 said that he does hear the complaints of the neighbors and he understands their concerns and it does not
37 mean that the Board has to approve the proposed special conditions, but it is the best that we can do at a staff
38 level.

39

40 Mr. Koester asked if the Board would vote tonight.

41

42 Mr. Thorsland stated that once the approves the special conditions and the case is finalized, the clock starts
43 ticking if the special conditions are not complied with then staff, the neighbors and the Board will make it
44 known and enforcement will begin.

45

46 Mr. Koester stated that being neighbors of Mr. Frazier for many years makes them skeptical and they have

1 experienced what Mr. Frazier has done on his property. He said that he does not need to be hit over the head
2 twice to realize what everyone is dealing with.

3 Mr. Thorsland asked the Board and staff if there were any additional questions for Mr. Koester and there
4 were none.

5
6 Mr. Thorsland asked the audience if anyone desired to cross-examine Mr. Koester and there was no one.

7
8 Mr. Thorsland called Robert Frazier to testify.

9
10 Mr. Robert Frazier, owner of the property located at 310 Tiffany Court, stated that there is a plan and a
11 contract that has been submitted to the City of Champaign. He said that the City of Champaign has
12 approved the plan and it is not hypothetical, and they are moving forward. He said that he has spent \$6,000
13 for engineering costs for the plan and has had costs with the City of Champaign, so this is not hypothetical,
14 but is reality and it isn't something that he has made up in his mind. He said that he has a \$40,000 contract
15 to purchase the property and the property owner is going to want his money and Mr. Frazier is willing to pay
16 him the money, but he cannot pay the property owner until the City of Champaign has this finished. He said
17 that John Hall probably has a better idea than anyone as to what it takes the City of Champaign to do what
18 needs to be done. He said that once everything is finalized, the property becomes his property and it is
19 attached to his existing property. He said that he is not trying to slow things down, but is waiting on the City
20 of Champaign to do what they need to do in their time, not his time.

21
22 Mr. Thorsland asked Mr. Frazier if he had a date for the case.

23
24 Mr. Frazier stated that he does not have a date for the case, because Mr. Hewitt, his engineer, is handling
25 things with the City of Champaign.

26
27 Mr. Thorsland asked Mr. Frazier if Mr. Fell is still his engineer.

28
29 Mr. Frazier stated that Mr. Fell is his architect and Eric Hewitt with Phoenix Engineers is his engineer. He
30 said that he has produced drawings from the architect for handicap accessibility and he is waiting for
31 approval from the Board for those plans. He said that Mr. Hall has placed stipulations in the approval, and
32 once the ramp is approved the construction can begin as long as it meets all accessible and construction
33 requirements. He said that he could not begin construction of the accessible ramp until someone tells him to
34 go do it because it meets all of the applicable requirements. He said that he has measured everything and it
35 appears that everything will work, but he cannot start the project until he receives approval to do so.

36
37 Mr. Frazier stated that he is agreeable in replacing the curb and Ms. Burgstrom should have an email from
38 Eric Hewitt regarding the curb replacement plan. He said that he has the email on his phone and he would
39 be happy to forward it to staff tonight so that the Board can review it. He said that he does not have 100%
40 control over his tenants and he does not have any powers to prevent his tenants from leasing land from an
41 adjacent neighbor for their parking. He said that he could inform his tenants that he and his adjacent
42 neighbor are total enemies and the adjacent neighbor would like to see him six foot in the ground than talk to
43 him.

44
45 Mr. Thorsland stated that, at this point, Mr. Frazier should stop his testimony regarding his tenants leasing
46 land from the adjacent neighbor and his relationship with the neighbor.

1
2 Mr. Passalacqua stated that he does not believe that anyone on the Board has a problem with Mr. Frazier's
3 tenants communicating with the neighbors, but the Board does have a problem with Mr. Frazier not
4 providing enough parking spaces for his tenants.

5
6 Mr. Frazier stated that he told the tenant that he has 86 parking spaces.

7
8 Mr. Passalacqua informed Mr. Frazier that the Board does not know if there are 86 parking spaces, because
9 we have been pushing pencils around for two years and he does not have 86 parking spaces.

10
11 Mr. Frazier stated that he actually has 74 parking spaces.

12
13 Mr. Passalacqua stated that he does not believe that Mr. Frazier has 74 parking spaces either. He said that he
14 has lived here all of his life and he has been to the property and he believes that there might be twelve
15 parking spaces. He said that he agrees that the Board received testimony tonight that he agrees with, because
16 rather than going forward in the right direction for this case, Mr. Frazier continues to make it more difficult
17 because he keeps changing things. He asked Mr. Frazier if, since the beginning of this case, he has changed
18 and/or modified the size and shape of the building.

19
20 Mr. Frazier stated no.

21
22 Mr. Passalacqua informed Mr. Frazier that he is not telling the truth, because he has seen the modifications
23 with his own eyes.

24
25 Mr. Frazier stated that he has only installed a garage door.

26
27 Mr. Passalacqua stated that Mr. Frazier is leasing space to tenants that he has not leased to before.

28
29 Mr. Frazier stated okay, but no one has told him that he cannot lease space to anyone.

30
31 Mr. Passalacqua stated that he agrees with that, but instead of chipping away at things so that this will work
32 for Mr. Frazier, and the Board really wants it to work, Mr. Frazier is not making it easy. He said that rather
33 than Mr. Frazier working on things that the County requires, he continues to place more stuff in front of the
34 Board.

35
36 Mr. Frazier disagreed with Mr. Passalacqua. He said that everyone has his or her own opinion, so thank God
37 we are a free society.

38
39 Mr. Thorsland asked Mr. Frazier to indicate what type of contract did he take to the City of Champaign and
40 does staff have a copy of that contract indicating that Lot 7A will become part of Mr. Frazier's property.

41
42 Mr. Frazier stated that he thought staff had a copy of the contract, but if they do not he can submit it as soon
43 as possible.

44
45 Ms. Burgstrom stated that, assuming this is the same contract sent to the City of Champaign during the June
46 30th ZBA meeting, staff had a draft agreement for purchase/contract for sale between Isaac Properties and

1 Frazier Properties. She said that the contract was sent from the Tummeleson, Bryan and Knox law firm and
2 the draft contract has spaces to fill in and no signatures. She said that the contract is to come in to effect
3 within 30 days of the approval of the plat by the City of Champaign.

4
5 Mr. Frazier stated that the bank is involved and the legal descriptions of the properties were required to be
6 inserted into the contract.

7
8 Ms. Lee asked Mr. Frazier if both parties have signed the contract.

9
10 Mr. Frazier stated yes.

11
12 Ms. Lee asked Mr. Frazier to provide the date that the contract was signed by all parties.

13
14 Mr. Frazier stated that he could not provide the date that the contract was signed by all parties.

15
16 Mr. Thorsland asked Mr. Frazier if he knew when the City of Champaign would complete their approval of
17 the plat.

18
19 Mr. Frazier stated no.

20
21 Mr. Hall stated that the City of Champaign would not approve the plat until the lot complies with zoning and
22 the lot cannot comply with zoning until this case is finished, thus the City of Champaign is not holding
23 anything up, but this case is. He said that until this case is finalized, the City of Champaign could not move
24 ahead.

25
26 Mr. Randol stated that this information was stated at the last public hearing.

27
28 Mr. Hall thanked Mr. Randol for pointing that out.

29
30 Ms. Burgstrom stated that the contract was signed by Mr. Frazier on November 4, 2015, and sent to Frazier
31 Properties from Attorney Brian Schurter on June 8, 2016.

32
33 Ms. Lee asked Ms. Burgstrom if staff had the final contract signed by all parties.

34
35 Ms. Burgstrom stated no. She said that the contract that staff has currently only has the signatures of Larry
36 and Dan Isaacs with no date provided, and Robert Frazier on November 4, 2015. She said that Attorney
37 Brian Schurter stated the following: "It is my understanding that we will be closing this matter within 30
38 days upon receipt of the survey obtained by Robert Frazier."

39
40 Mr. Thorsland stated that he assumes that the survey has been completed, otherwise, Mr. Frazier would not
41 have something to provide to the City of Champaign.

42
43 Mr. Frazier stated that Mr. Thorsland is correct. He said that he is purchasing the property regardless of the
44 outcome of this case. He said the property would be his and if it is deemed not suitable, it will still be his
45 property.

- 1 Mr. Thorsland stated that he agrees that Mr. Frazier's tenants are free to speak and rent space from the
2 adjacent neighbors for parking of their vehicles. He asked Mr. Frazier if the electrical contractor is one of
3 Mr. Frazier's tenants.
4
- 5 Mr. Frazier stated yes.
6
- 7 Mr. Thorsland stated that the electrical contractor conducts activities in the center of the complex.
8
- 9 Mr. Frazier stated yes, and he has installed the new garage door at that location.
10
- 11 Mr. Thorsland asked Mr. Frazier if the area in the front had a car speaker business, but they have sent left
12 and a food truck business is now in that location.
13
- 14 Mr. Frazier stated yes.
15
- 16 Mr. Thorsland asked Mr. Frazier if the food truck business employees park on Mr. Frazier's property.
17
- 18 Mr. Frazier stated yes.
19
- 20 Mr. Thorsland asked Mr. Frazier to indicate where the food truck business parks their company trucks on the
21 property.
22
- 23 Mr. Frazier stated that the food trucks are parked inside of the building.
24
- 25 Mr. Thorsland asked Mr. Frazier if the landscape business is a tenant of Mr. Frazier's.
26
- 27 Mr. Frazier stated that the landscape business is not a tenant, but they would like to be a tenant.
28
- 29 Mr. Thorsland stated that Mr. Frazier has testified that the landscape business is not a tenant and does not
30 conduct any activity on Mr. Frazier's property, although they do rent space from the adjacent neighbor.
31
- 32 Mr. Frazier stated that Mr. Thorsland was correct.
33
- 34 Mr. Thorsland asked Mr. Frazier if Eric Hewitt, Engineer with Phoenix Engineering, is the engineer that he
35 is currently using for a lot of his required work.
36
- 37 Mr. Frazier stated yes,
38
- 39 Mr. Thorsland asked Mr. Frazier if he has received any bids for the curb replacement.
40
- 41 Mr. Frazier stated that there is a concrete person across the street, an adjacent neighbor, who would like to
42 complete the work for the curb replacement, if possible.
43
- 44 Ms. Burgstrom asked Mr. Frazier if there are any estimates for replacement of the curb.
45
- 46 Mr. Frazier stated that they are working on obtaining estimates.

1
2 Mr. Thorsland asked Mr. Frazier if he realizes that if the Board takes final action on this case tonight, he
3 would have 30 days to have everything in order and submitted.
4
5 Mr. Frazier stated that he does not believe that 30 days is a reasonable amount of time, but the Board will
6 require what they want to.
7
8 Mr. Thorsland stated that the Board might be inclined to allow 180 days for some of the work, but that too is
9 a short amount of time and if those things are not completed the variance would become void.
10
11 Mr. Frazier stated that he is aware that he has a lot of work to do in order to satisfy all of the requirements
12 and if the Board approves the variance, and it is found that he is out of compliance, then he will be in
13 trouble.
14
15 Mr. Thorsland stated that the east side of the property has concrete and gravel and it is not large enough to
16 create the required space. He said that the special condition requires the completion of earthwork and
17 regrading necessary for installation of new pavement on the east side of the subject property. He asked Mr.
18 Frazier if there has been any activity by the engineer or the architect regarding the east side.
19
20 Mr. Frazier asked Mr. Thorsland to explain what the Board wants regarding the east side, is it drawings.
21
22 Mr. Thorsland asked Mr. Frazier if he has or will be moving dirt, installing concrete, etc.
23
24 Mr. Frazier stated that he would like to put in concrete on the east side, but it needs to have some sort of
25 drainage pipe, because there is a lot of water from the neighbor's properties that drains onto his property. He
26 said that the east side is always muddy and perhaps a culvert or heavy pipe could be installed to collect the
27 water before concrete could be poured over it. He said that perhaps it would be better to install the pipe in
28 the ground with heavy-duty rock around it so that the water could seep down. He said that during heavy
29 rains the water really flows in large quantities.
30
31 Ms. Lee asked Mr. Frazier if the curb/gutter replacement drawing is for the one that he removed from the
32 township road.
33
34 Mr. Frazier stated that the replacement curb would be on the township road until the City of Champaign
35 annexes the property.
36
37 Ms. Lee asked Mr. Frazier if he has shared the curb/gutter replacement drawings with Mr. Padgett.
38
39 Mr. Frazier stated no.
40
41 Mr. Thorsland noted that tonight is the first time that anyone has seen the curb/gutter replacement drawings.
42 He said that he is confident that if staff had the curb drawings that they would have included it in the mailing
43 packet for the Board's review.
44
45 Mr. Frazier stated that he has asked Mr. Hewitt several times to send the curb replacement drawings to staff
46 and the Board. He said that Mr. Hewitt has been working on the real issues for the property so that this

1 variance can be approved and not on the replacement of a curb.

2
3 Ms. Lee stated that, in her opinion, the curb replacement does not hinge on anything else that may or may not
4 occur on the property; therefore, that replacement could have occurred months ago. She said that she would
5 like to see Mr. Frazier replace the curb as soon as possible and it doesn't make any difference whether there
6 are enough parking spaces on the property or not. She said that curb needs to be replaced. She said that the
7 two vegetable oil tanks do not pertain to any parking spaces and they could be removed at any time, but they
8 have not been removed.

9
10 Mr. Frazier stated that it is difficult to move the tanks during the winter.

11
12 Ms. Lee reminded Mr. Frazier that this is not the only winter that this Board has been through regarding this
13 case. She said that she would like to see action on this regardless of the season, a reasonable person would
14 have replaced the curb long before now, and the vegetable oil tanks would have been removed.

15
16 Mr. Frazier apologized to Ms. Lee and stated that he is only one person and not a team of people. He said
17 that he does everything himself and he has many tenants and issues that he has to deal with on a day-to-day
18 basis. He said that he is not stating that the Board's requests are less than anyone else's request, but he is
19 only one person.

20
21 Ms. Lee stated that all of the issues are a result of Mr. Frazier's actions and he had someone remove the curb
22 and the Board has the duty to require Mr. Frazier to replace the curb. She said that destruction of
23 government property is a crime and she has repeated this at every meeting. She said that Mr. Frazier needs
24 to submit the curb replacement drawing to the County Engineer for review and approval now and not three
25 months from now. She said that this Board requires movement regarding the curb replacement. She said
26 that she is only one member of this Board, but there is a word called cooperation, which is reacting to a
27 situation in a prompt manner, and regarding these two projects, she has not seen cooperation from Mr.
28 Frazier.

29
30 Mr. Frazier stated that Ms. Lee's point is well taken and he completely understands.

31
32 Mr. Thorsland stated that he is sure that Ms. Lee speaks for what many of the Board members feel, but he
33 will not speak for them. He said that he agrees with Ms. Lee and the Board has discussed replacement of the
34 curb for a long time and Mr. Frazier has received strong words from the Board regarding the curb. He said
35 that it took a long time before Mr. Frazier admitted that he had someone remove the curb and he tried to
36 remain vague about that for as long as possible. He said that everything that Ms. Lee indicated about the
37 curb and the vegetable tanks is completely true and the testimony from the neighbors that is also true. He
38 said that the Board does provide a list of items for Mr. Frazier to do and he only provides the Board with just
39 enough information to continue. He said that he is sure that Mr. Frazier, the Board and the neighbors are
40 becoming frustrated and are tired of kicking the can, but the person with the most control over how long this
41 case goes on is Mr. Frazier. He said that the case had to be re-activated because Mr. Frazier did not show up
42 at the meeting and he was in control of that situation. He said that Mr. Frazier is in control of this situation
43 and is also in control when there is a new tenant, a new garage door appears, or when something is done on
44 north side of the building when the Board is on the east side, and then when the Board is on the west side of
45 the building and something is done on the south side of the property. He said that it is very difficult for the
46 Board to continue trying to come up with what they used to call homework, which are now assignments that

1 were due yesterday. He said that it is hard to keep the Board satisfied with any progress because the goal
2 changes and the fundamental nature of the case is sometimes so fluid that it is hard to keep up. He
3 apologized for not disclosing the fact that one thing cannot get done until something else is done, because
4 this is a very big multi-layered onion of stuff that is constantly being pulled apart and put back together.
5

6 Mr. Hall stated that he gave Mr. Frazier a set of the latest site plan. He asked Mr. Frazier to indicate the
7 location of the electrical contractor's lease on page A2.
8

9 Mr. Frazier stated that he could possibly show Mr. Hall where the electrical contractor's lease space is
10 located, but he is not sure that he can just describe the location.
11

12 Mr. Hall stated that page A2 indicates the interior rental spaces. He said that there are rental spaces in the
13 west part of the building and there is rental space on the north side where the gym used to be and there is
14 rental space in the former bus garage.
15

16 Mr. Frazier stated that the electrician leases space, which is left of the ramp, near the stairs where rental
17 space is indicated on the plan.
18

19 Mr. Hall stated that one thing that will be critical in going into the future is that, if more rental space is
20 created by removing storage units, this will change the parking requirements. He said that it sounds like Mr.
21 Frazier is staying within the rental space as defined on page A2, but he is trying to get an idea why the
22 electrician is renting space on the property to the south.
23

24 Mr. Frazier stated that he does not know. He said that he told the electrician that he could only provide
25 parking for one car or possibly two cars or one truck, but it is possible that he could give him more. Mr.
26 Frazier said that the electrician told him not to worry about it, because he would go talk to Mr. Frazier's
27 neighbor. Mr. Frazier told the electrician that the neighbor will not rent space to him, but he came back
28 indicating that he made a deal with the neighbor and he is paying the neighbor rent to park on his property.
29 Mr. Frazier asked Mr. Hall what he is supposed to do if a tenant does this, because he does not want to tell
30 someone that they cannot be a tenant if they lease parking space from the adjacent neighbor. He said that he
31 is confused why Mr. Burton would rent space to one of his tenants, especially with all of the things that Mr.
32 Burton has testified about at these hearings against him. He said that he knew that this subject would come
33 up at this meeting and he informed the electrician about the troubles that he is having with the Board and the
34 type of troubles that his leasing parking area from the adjacent neighbor would create.
35

36 Mr. Thorsland stated that this Board has been very fair to Mr. Frazier and had done everything possible to try
37 to resolve this case; therefore, this Board has not caused Mr. Frazier any trouble.
38

39 Mr. Frazier stated that he only meant the trouble regarding parking space and he does not understand why his
40 tenant does not park on his property. He said that if someone leases space from him and then leases space
41 from one of the adjacent neighbors, he does not have any power to prevent them from doing that.
42

43 Ms. Burgstrom asked Mr. Frazier to indicate how many parking spaces he currently has on the property.
44

45 Mr. Frazier stated that he has 74 parking spaces. He said that the electrician is located in one of the spaces
46 that used to be the old Lex Bus bay. He said that one bay is empty and the other bay will be used for the

1 handicapped ramp for the second building. He said that the new garage door is left of the ramp and the
2 building that the ramp goes in has a regular little door that goes up and around to access the two storage units
3 on the second floor. He said that the area where the garage door was installed is not newly created and has
4 been there for many years. He said that during the LEX Bus days, there were two garage doors in this area
5 and the only thing that has changed is that he replaced one of the doors.
6

7 Mr. Thorsland requested the audience to maintain a low-key conversation, because the audio in the John
8 Dimit Room is very poor and additional background noise makes it difficult for staff to transcribe accurate
9 minutes.
10

11 Mr. Thorsland stated that Mr. Frazier has established that he does have a new tenant, an electrician, who
12 does rent space from the adjacent landowner. He said that Mr. Frazier also indicated that currently, the
13 landscaper is not one of his tenants. Mr. Thorsland stated that Mr. Frazier has indicated that the vegetable
14 tanks are still on the subject property and the curb has not been replaced.
15

16 Mr. Thorsland asked the Board and staff if there were any questions for Mr. Frazier.
17

18 Mr. Passalacqua asked Mr. Frazier why the minor plat application was only submitted to the City of
19 Champaign three days ago.
20

21 Mr. Frazier stated that the minor plat application was submitted prior to three days ago.
22

23 Mr. Passalacqua stated that the received stamp on the plat indicates March 13, 2017.
24

25 Mr. Frazier stated that the minor plat application might have been approved on March 13th, but it was
26 submitted a long time ago.
27

28 Mr. Passalacqua stated that the date next to the applicant's signature is also March 13, 2017.
29

30 Mr. Frazier stated that he would have to speak with Eric Hewitt, because he is the person who submitted the
31 application.
32

33 Mr. Passalacqua stated that the application included in the mailing packet has a date stamp and signature
34 date of March 13, 2017.
35

36 Mr. Frazier stated that his attorney provided the application.
37

38 Mr. Passalacqua stated that the application was submitted to the City of Champaign three days ago, although
39 this was something that Mr. Frazier proposed at the last meeting, which was 60 days ago. He said that he
40 understands that Mr. Frazier is a busy person, but Mr. Passalacqua is also busy as he runs a business and he
41 goes crazy. He said that obtaining approval from the City of Champaign is one of the biggest items on Mr.
42 Frazier's plate.
43

44 Mr. Frazier stated that he agreed that the approval from the City of Champaign is a bigger item than the curb
45 replacement, but it depends on who he talks to.
46

- 1 Mr. Passalacqua stated that Mr. Frazier continues to indicate that he is working in haste, but the
2 documentation before the Board tonight indicates differently.
3
- 4 Mr. Frazier stated that he has the engineers, two attorneys, an architect and the City of Champaign involved
5 in this case. He said that Mr. Passalacqua indicates that he is in business; therefore, end of discussion,
6 because he knows what it is like.
7
- 8 Mr. Passalacqua stated that he does know what it is like and when he is asked to do something, he starts the
9 process the next day. He said that he is not seeing the haste that Mr. Frazier indicates that he has been
10 referring to, because this case began in 2014. He said that he is trying to figure out why the Board is still
11 here two and one-half years later and has appeared to go backwards.
12
- 13 Mr. Frazier stated that he has had multiple ideas on how to do this and the Board did not like any of them.
14
- 15 Mr. Thorsland stated that we have not exactly gone backwards, but in what seems to be a full circle.
16
- 17 Mr. Frazier stated that Mr. Isaacs knew the position that he was in and was willing to sell Mr. Frazier
18 property, which is worth \$500,000, in order to help Mr. Frazier justify coming before the Board today. Mr.
19 Frazier stated that he agreed to Mr. Isaacs' offer, because he wants to satisfy the Board. He said that the City
20 of Champaign recently told him that they do not want to divide the two north buildings, but would approve a
21 smaller purchase. Mr. Frazier stated that he contacted Mr. Isaacs and told him what the City of Champaign
22 indicated and offered Mr. Isaacs more than what the bottom lot was worth so that he can get everyone
23 satisfied, and Mr. Isaacs agreed. Mr. Frazier stated that this is a business deal, which is why it has taken so
24 long. He said that luckily Mr. Isaacs agreed with Mr. Frazier's offer, otherwise he would be sitting with his
25 pants down being spanked harder than it is being spanked right now. He said that he now has a property and
26 there has been money exchanged, attorneys and the City of Champaign involved. He said that he is sure that
27 all of his neighbors hate the idea that this is going to happen, but it is going to happen.
28
- 29 Mr. Thorsland stated that the most recent Subsidiary Drainage Plat received on March 15, 2017, indicates a
30 date of preparation of March 1, 2017.
31
- 32 Ms. Lee asked Mr. Passalacqua if he is questioning the signature date on the Minor Plat Application, which
33 is included in Supplemental Memorandum #11.
34
- 35 Mr. Passalacqua stated yes.
36
- 37 Ms. Lee showed Mr. Frazier the document.
38
- 39 Mr. Frazier stated that the attorney signed the application, and that is the fun thing in working with attorneys,
40 you never know which attorney is going to do what and sign what document.
41
- 42 Ms. Lee asked Mr. Frazier if it is his attorney's signature on the Minor Plat of Subdivision Application.
43
- 44 Mr. Frazier stated yes, it is the signature of his attorney.
45
- 46 Ms. Lee asked Mr. Frazier to indicate the name of his attorney.

1
2 Mr. Frazier stated that Clive Follmer is his attorney, he is incorrect, and Kent Follmer is his attorney.

3 Ms. Lee asked Mr. Frazier if the signature on the Minor Plat of Subdivision Application is Kent Follmer.

4
5 Mr. Frazier stated yes.

6
7 Ms. Burgstrom stated that it appears to be Eric Hewitt's signature, Mr. Frazier's engineer, on the Minor Plat
8 of Subdivision Application and not Kent Follmer's signature. She said that she can assure the Board that she
9 calculated the east side of the bus garage and her calculations required 86 parking spaces and 7 of those 86
10 spaces are for the space being rented out for the electrical contractor.

11
12 Mr. Frazier stated that he should actually be required to do less, because one of the spaces that used to be for
13 the bus service is being utilized for the ramp.

14
15 Ms. Burgstrom took the space for the ramp into consideration during her calculation.

16
17 Mr. Frazier stated that if staff would follow the guidelines of the City of Champaign, which Ms. Burgstrom
18 did not, the 86 parking spaces minus the 15% waiver, 13 parking spaces, for multiple uses, he would only be
19 required to have 73 parking spaces to satisfy the City of Champaign.

20
21 Ms. Burgstrom stated that the correct number of parking spaces required, using the City of Champaign's
22 guidelines, would be 74.

23
24 Mr. Frazier stated that he does have 74 parking spaces on his property.

25
26 Ms. Burgstrom stated that the most recent site plan indicates 76 parking spaces on the subject property.

27
28 Mr. Thorsland stated that until the City of Champaign annexes the property into the City of Champaign, the
29 Board could not apply the 15% reduction for required parking. He asked Mr. Frazier if he understands that.

30
31 Mr. Frazier stated that he understands that the Board can throw a wrench in this whole thing.

32
33 Mr. Thorsland stated that no one is throwing wrenches here.

34
35 Mr. Thorsland asked the Board and staff if there are any additional questions for Mr. Frazier. He said that
36 Mr. Frazier's attorney has requested a continuance date for this case.

37
38 Mr. Frazier stated that at the last meeting Mr. Hall discussed with the Board that if this meeting does not go
39 smoothly, then the Board would take Mr. Frazier to court due to Mr. Frazier being out of compliance.

40
41 Mr. Thorsland stated that in theory, Mr. Frazier is out of compliance currently, but he is not sure that anyone
42 on this Board said that they would take Mr. Frazier to court.

43
44 Mr. Frazier stated that he took it almost as a threat, that the Board would take him to court for being out of
45 compliance and not cooperating with the Board. He said that he hired an attorney to, basically, be an
46 intermediary, because he is doing a poor job talking to the Board. He said that he needs a middle ground

1 person, because each side is taking things incorrectly; therefore, a mediator is required.
2
3 Mr. Thorsland asked Mr. Frazier if there is a reason why his attorney is not present tonight.
4
5 Mr. Frazier stated that his attorney requested a continuance due to his anticipated absence.
6
7 Ms. Burgstrom stated that Mr. Follmer explained that he has been extremely occupied with other cases and
8 he has only had a chance today to review the case. Mr. Follmer indicated that he would not be able to attend
9 tonight's meeting.
10
11 Mr. Thorsland asked Mr. Frazier if, for the record, he feels that the Board has threatened him.
12
13 Mr. Frazier stated yes.
14
15 Mr. Thorsland asked Mr. Frazier to provide an example of a time when the Board threatened him.
16
17 Mr. Frazier stated that the record speaks for itself and he is not going to discuss it now. He said that the
18 Board could discuss this issue with his attorney, because it is all written down.
19
20 Mr. Thorsland stated that he would like Mr. Frazier to provide an example of when or how this Board ever
21 threatened him. He said that it might surprise Mr. Frazier, but his case is not the only case that this Board
22 considers.
23
24 Mr. Frazier asked Mr. Thorsland if, any phrases that included the word court, or the State's Attorney, have
25 ever been mentioned by this Board.
26
27 Mr. DiNovo stated that this kind of conversation is not helpful and the Board should move forward.
28
29 Mr. Thorsland stated that he would like confirmation from Mr. Frazier that the reason he would like the
30 Board to grant a continuance is so that his attorney can be present at the next meeting to represent him. He
31 said that he would not disagree that Mr. Frazier having an attorney to represent him at the next meeting is a
32 bad idea. He said that, in all fairness, he understands why the attorney would want to get up-to-date on this
33 lengthy and complicated case. He said that it is a good idea for Mr. Frazier to have someone assist Mr.
34 Frazier with communicating to the Board. He said that the Board has received poor drawings before with
35 other cases, but that is not the case with Mr. Frazier and the Board understands that this service does not
36 come free. He asked the Board if they are agreeable to continuing the case to a later date so that Mr. Frazier's
37 attorney may attend to represent Mr. Frazier. He asked Mr. Frazier if his attorney will be able to work on his
38 case and would have the ability to schedule a meeting date so that Mr. Follmer could attend.
39
40 Mr. Frazier stated that he does want Mr. Follmer to attend the next scheduled meeting.
41
42 Mr. Thorsland asked Mr. Frazier if Mr. Follmer decides not to speak for Mr. Frazier at the meeting, then
43 why should the Board grant a continuance so that he could do work in advance of the meeting.
44
45 Mr. Frazier stated that if Mr. Follmer could not attend the meeting, he would at least be able to prepare
46 documentation for that hearing. He said that most attorneys would rather work behind the scenes rather than

1 in front. He said that, on a regular basis, Mr. Follmer could discuss all of the progress and documentation
2 regarding this case with Mr. Hall and Ms. Burgstrom, even what is decided tonight. He said that if there is
3 anything that Mr. Hall disagrees with he could discuss it with Ms. Burgstrom and she could send Mr.
4 Follmer an email. He said that he would imagine that Mr. Follmer would suggest that Mr. Frazier do this or
5 that, but he does not believe that Mr. Hall has any legal right for that to come out of his mouth. He said that
6 this is what attorneys do, they advise you to either sit and listen to what the Board and staff is saying or not
7 to sit there. He said that currently he does not have an advisor and he needs one, because this has become
8 very complicated and it is legal. He said that Mr. Hall has discussed this case with the State's Attorney;
9 therefore, he is going to talk to an attorney.

10
11 Mr. Thorsland stated that by nature it is very common for staff to seek guidance from the State's Attorney.

12
13 Mr. Frazier stated that staff is talking to an attorney for advice and it has been placed on record by Mr. Hall
14 that what was discussed with the State's Attorney will not be available for the public's review, which
15 includes Mr. Frazier. He said that there are discussions occurring that he does not even know about.

16
17 Mr. Thorsland stated that no one is arguing with Mr. Frazier's right to represent him and no one is arguing
18 Mr. Frazier's right to request a continuance because Mr. Frazier's attorney is not present. He said that
19 Mr. Frazier has a reasonable reason to request a continuance date and it may help everyone with moving
20 forward with this case. He said that he is only one member of this Board and it is up to the entire Board as to
21 whether or not to grant a continuance or move forward. He said that he is not willing to continue the
22 meeting tonight to finalize the case tonight, because this will not be an easy case when it comes to working
23 through the findings. He asked the Board to indicate their thoughts regarding granting a continuance so that
24 Mr. Frazier's attorney can get up to speed on the case. He said that by Mr. Frazier having an attorney, the
25 case may go faster than without an attorney, but currently the fashion that has been done in the past is
26 obviously not working. He asked the Board if they are willing to grant a continuance for Case 792-V-14.
27 He said that someone would be upset if the Board denies the case without good reason and someone else
28 may be upset if the Board approves the case without good reason, and the word court would probably come
29 up. He said that nothing in this case is easy or straightforward, but the Board needs to make a decision as to
30 whether or not they are willing to grant a continuance so that Mr. Frazier's attorney could get up-to-date and
31 hopefully be present at the next meeting.

32
33 Mr. DiNovo stated that he does not feel a great need for additional evidence in this case, unless he is missing
34 an outstanding piece of information. He said that either way this case goes, the Finding of Fact needs to be
35 formulated with care and it would be beneficial if the Board members had an opportunity to review the
36 criteria and think about what those findings should look like and come prepared to really take advantages of
37 the "because" clauses.

38
39 Mr. Randol stated that he would like to have another meeting, but he does not want to rehash the same
40 testimony from everyone. He said that tonight has pretty much been the same testimony that the Board has
41 heard during previous meetings; therefore, he would like to come to the next meeting without any more
42 testimony and do what our job is. He said that the Board needs to prepare the findings and decide yes or no.

43
44 Mr. Thorsland agreed, however, he cannot deny new testimony, but he can stop repetitive testimony. He
45 said that tonight there was not a lot of repetitive testimony, but brief, updated testimony. He said that he
46 appreciates it very much when witnesses keep their testimony brief, because due to the nature of what the

1 Board does, he cannot close the witness register tonight. He said that he would like a big block of time to
2 exercise the “because” clauses and work on the nuts and bolts of the finding. He said that it is not
3 uncommon for the Board to have a small block of time to hack through the Findings of Fact for big cases,
4 and he does not want that to happen with this case. He requested the Board’s input.
5

6 Ms. Griest stated that she concurs with what the other Board members have stated, but she would like to add
7 a few things. She said that she does feel that this is the first meeting where we have not have significant
8 change to the proposal, as in, the number of parking spaces did not change due to the result of new
9 revelations. She said that in itself has caused this to be exacerbated beyond comprehension. She said that
10 she does believe, and she would strongly appreciate, if Mr. Frazier is represented by counsel and, if this case
11 is continued, that the attorney speaks to and advises Mr. Frazier at the next meeting. She said that she could
12 not tell Mr. Frazier that he has to bring his attorney to the next meeting, but she does believe that it would be
13 in Mr. Frazier’s best interest. She said that, in her opinion, often times what the Board communicates
14 through the testimony that is received and the Board’s response, the message that is heard is by the petitioner
15 and the audience members is different than what the legal implications of what those comments are. She
16 said that Mr. Frazier mentioned that he felt a threat of legal action, but Ms. Griest remembers that
17 conversation and staff was counseling her as to what the steps were if the Board chose to take final action
18 and it went to enforcement proceedings. She said that no threat was made towards Mr. Frazier or a the
19 Board threatening legal action, but was only advice from staff coaching her as to what the ramifications of
20 what the action would be, based upon the question that she asked staff. She said that an attorney would have
21 clearly understood the conversation and would have not have felt threatened as Mr. Frazier indicated that he
22 did feel. Ms. Griest apologized for Mr. Frazier feeling that threatened, because that was not the intention of
23 the Board or staff. She said that she will say this publically and during this meeting, that John Hall does
24 everything that he can possibly do for anyone who comes to him and asks him for help, whether it be one of
25 the Board members, a petitioner, or someone voicing a complaint. She said that if this case is continued, she
26 really hopes that Mr. Frazier is represented by counsel who is up to speed and is prepared to advise Mr.
27 Frazier as to what the Board is talking about at that moment and as this goes forward.
28

29 Ms. Lee stated that she has voted a couple of times to not continue this case, but she did talk to a staff
30 member who is not present tonight, and she realized that it is not fair to the neighbors because that doesn’t
31 help them at all. She said that it would really be nice if before the next public hearing, if this case were
32 continued, that Mr. Frazier has the curb replaced and the vegetable oil tanks removed from the property. She
33 said that this would be less that the Board and the attorney has to discuss at the next meeting and it would be
34 less special conditions that Mr. Frazier and the Board has to deal with. She said that she is not demanding
35 these things to be done, but it would really be nice.
36

37 Mr. Frazier asked Ms. Lee to indicate how long he will have between meetings, six days, three months, or
38 six months.
39

40 Mr. Passalacqua stated that the Board is not ordering Mr. Frazier to do any work on his property and there
41 are no threats or lawsuits being discussed, but Ms. Lee is only indicating that there are things that need to be
42 done and if they were done it would be less to talk about at the next meeting.
43

44 Mr. DiNovo stated that should the Board choose to take action that is adverse to Mr. Frazier’s desire he is
45 going to want his attorney to be fully apprised as to what happens next. He said that it is in Mr. Frazier’s
46 best interest to have his attorney present at the next meeting.

1
2 Mr. Frazier stated that Mr. Allen has sued him many times therefore, he has a lot of experience with the
3 courtroom and how people see you.
4
5 Ms. Lee stated that she would like to opportunity to visit the subject property to view everything first hand,
6 but she would definitely call Mr. Frazier before she came.
7
8 Mr. Hall asked Mr. Frazier if he had any concerns related to Ms. Lee visiting the property.
9
10 Mr. Frazier stated that he would like to have Ms. Lee visit the property, but he understands that she will want
11 to visit the vegetable tanks and he is concerned about her safety. He said that he does not want her to slip
12 and fall.
13
14 Ms. Lee stated that perhaps staff could visit the property at the same time.
15
16 Mr. Frazier stated that Mr. Hall or Mr. Passalacqua could possibly visit the property with Ms. Lee.
17
18 Mr. Thorsland stated that he would really appreciate the Board determining a continuance date.
19
20 Mr. Frazier asked the Board and staff if he could replace metal siding that is blowing off one of the mini-
21 warehouses. He asked if it would be a problem to fix the siding. He said that Mr. Randol indicated that it
22 appeared that something was going on, but he had removed an old outside staircase the Mr. Hall did not
23 approve.
24
25 Mr. Thorsland stated that the Board could not say whether Mr. Frazier should or should not replace siding.
26 He said that Mr. Frazier would have to decide for himself whether the Board had the impression that he was
27 doing something outside of ordinary maintenance. He said that if Mr. Frazier has a question as to whether a
28 permit is required for anything that he would like to do on the property, he should call staff.
29
30 Ms. Burstrom stated that if someone called the office indicating that they needed to replace siding that was
31 blowing off their building, staff would indicate that no permit is required because the Zoning Ordinance does
32 not regulate siding replacement.
33
34 Mr. Hall stated that the memorandum indicated a continuance date of June 15th.
35
36 Mr. Thorsland stated that he would like to have a large empty time slot for this case.
37
38 Mr. Hall stated that June 15th is open or staff could reschedule the cases scheduled for May 25th, and he
39 believes that May 25th is the earliest continuance date that should be considered. He asked Ms. Burgstrom if
40 staff had promised the May 25th hearing date to that petitioner.
41
42 Ms. Burgstrom stated that she has indicated to the petitioner that it is likely that they will be heard on May
43 25th.
44
45 Ms. Griest stated that it is likely that she will be absent from the June 15th meeting. She said that Mr.
46 Thorsland is also noted on the docket as being absent from this meeting.

1
2 Mr. Thorsland stated that it is very probable that he will be absent from the June 15th meeting, although he
3 could also be absent for the June 29th meeting. He said that it is important, that as much as possible, a full
4 Board is present for the next hearing for this case.

5
6 Mr. Thorsland entertained a motion to continue Case 792-V-14 to the May 25th meeting.

7
8 **Ms. Lee moved, seconded by Mr. Randol, to continue Case 792-V-14 to the May 25th meeting. The**
9 **motion carried by voice vote.**

10
11 Mr. Thorsland thanked the audience members for attending tonight's meeting.

12
13 **6. New Public Hearings**

14
15 None

16
17 **7. Staff Report**

18
19 None

20
21 **8. Other Business**

22 A. Review of Docket

23
24 Mr. Thorsland stated that, before leaving tonight, the Board should return the State's Attorney's Opinion to
25 Ms. Burgstrom.

26
27 Mr. Thorsland noted that Mr. DiNovo is scheduled to be absent on March 30, 2017, is this still accurate.

28
29 Mr. DiNovo stated that it is likely that he will attend.

30
31 **9. Audience Participation with respect to matters other than cases pending before the Board**

32
33 Mr. Keith Padgett, Champaign Township Highway Commissioner, stated that Mr. Frazier felt threatened
34 when someone mentioned the word "court". Mr. Padgett stated that his name was included in that
35 conversation and he was asked why he has not replaced the curb. He indicated that he would rather see this
36 procedure go through, in lieu of the township having to replace the curb and then to take Mr. Frazier to court
37 for the costs incurred.

38
39 Mr. Thorsland thanked Mr. Padgett for the clarification.

40
41 **10. Adjournment**

42
43 Mr. Thorsland entertained a motion to adjourn the meeting.

44
45 **Ms. Griest moved, seconded by Ms. Lee, to adjourn the meeting. The motion carried by voice vote.**

46

1 The meeting adjourned at 9:07 p.m.

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4

5 Respectfully submitted

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10 Secretary of Zoning Board of Appeals

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DRAFT SUBJECT TO APPROVAL DRAFT ZBA //

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