DESIGN AND PROJECT REVIEW COMMITTEE (DAPR)
Wednesday, August 15, 2018
2:30 P.M.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2404

AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM, JOHANNA LEONARD, CHAIR

II. APPROVAL OF MINUTES: August 1, 2018, DAPR Committee meeting

III. NEW BUSINESS

1. 120 Dodge Avenue  Preliminary and Final Review
   Steve Apke, architect, submits for a 1-story addition and patio for a Retirement Home, Dobson Plaza, in the R4 General Residential District.

2. 2500 Gross Point Road  Preliminary and Final Review
   Peter O’Brien, applicant, submits for new open parking lot in the C2 Commercial District.

3. 1724 Sherman Avenue  Recommendation to ZBA
   James Shepherd, applicant, submits for a special use permit for a Type-2 Restaurant, Kilwins Chocolates, in the D2 Downtown Retail Core District.

4. 2200 Main Street  Recommendation to ZBA
   DonnaLee Floeter, architect, submits for a special use permit to expand a Daycare Center - Child, the Infant Welfare Society of Evanston, and major zoning relief for a 6.1’ interior side yard setback where 15’ is required for a one-story addition, in the R2 Single Family Residential District.
5. 348 Custer Avenue  Recommendation to ZBA
Graciela Lopez, property owner, submits for major zoning relief for a lot area of 3,993 sf (existing) where 4,500 sf is required, a lot width of 33' (existing) where 50' is required, and to provide 3 off-street parking spaces (existing) where 4 are required, in order to convert an existing 2-flat to a 3-unit multi-family dwelling in the R5 General Residential District.

6. 1943 Sherman Avenue  Recommendation to ZBA
Angie Radman, property owner, submits for major zoning relief to convert a single family residence to a 3-unit multiple family residence with a 22' rear yard setback for a three-story stair where 22.5' is required, and an increase of zero parking spaces where 3 additional parking spaces are required, in the R5 General Residential District.

IV. ADJOURNMENT

The next DAPR meeting is scheduled for Wednesday, August 22, 2018, at 2:30 pm in Room 2404 of the Lorraine H. Morton Civic Center.
DESIGN AND PROJECT REVIEW COMMITTEE (DAPR) MINUTES
August 1st, 2018


Staff Present: J. Lasik, C. Plante

Others Present:

Presiding Member: J. Leonard

A quorum being present, Ms. Leonard called the meeting to order at 2:32pm.

Approval of Minutes

July 25th, 2018 DAPR committee meeting minutes.

L. Biggs makes a motion to approve the minutes from July 25th, 2018, seconded by S. Mangum.

The Committee voted, 7-0, to approve the minutes of July 25th, 2018 with 1 abstention.

Old Business

1. 1108 Dodge Ave. Recommendation to Plan Commission & ZBA

Steve Tuszynski, property owner, requests a text amendment to permit auto and recreational vehicle sales as a Permitted Use and auto storage lots, auto body repair, auto towing, and auto salvage as Special Uses in the C1 Commercial District. The applicant also requests a special use permit for auto sales with accessory auto repair and towing in the C1 Commercial District.

APPLICATION PRESENTED BY: Uri Adler (representing Steve Tuszynski), applicant

DISCUSSION:

- U. Adler asked owner to provide elevations, floor plan, and site plan, which are not currently available.
- U. Adler stated the owner has contractor coming out to site to look at doors and glass window improvements.
- U. Adler said owner is willing to improve glass and front facade.
- J. Leonard asked when the committee will receive the plans. Applicant does not know yet.
- M. Jones cited owner specifically is improving three block windows and replacement of doors for customer and garage doors and that site plan should be received by end of week.
- J. Leonard stated there are a lack of details and therefore does not think a positive recommendation can be provided. She stated the applicant can proceed without a positive recommendation or return to DAPR with the requested details.
U. Adler stated he would like to wait for a recommendation after more details have been provided.
J. Leonard recommended reaching out to the alderman.

J. Leonard made a recommendation to come back to the committee once requested information is available.

New Business:

1. **701 Main Street/901 Custer Street Preliminary and Final Review**
   Julie Cowan, project artist, submits for a mounted mural on the east facing wall of the building in the B2 Business District and Main-Dempster Overlay District.

   APPLICATION PRESENTED BY: Julie Cowan, applicant

   DISCUSSION:
   - S. Mangum asked about what type of grant they received for mural. Applicant said it is a pop-up grant from the City.
   - J. Leonard asked if the alderman been notified. J. Lasik said no but has been working with the business owner and the Main-Dempster Mile.
   - Applicant said it’s a mural made up of chalkboard material that is open to the public to edit and change at any time.
   - S. Mangum asked duration of project. Applicant said usually murals stay up until October 15th.
   - S. Mangum asked if location is close to Main Street. Applicant said yes.

   L. Biggs made a motion for approval based on the condition of approval from the alderman, seconded by G. Gerdes.

   The Committee voted, 8-0, to approve based on the condition of approval from the alderman.

2. **Staff Comment Sheet Discussion**
   Discussion on the merits of continuing to distribute and submit separate comments sheets.

   DISCUSSION:
   - M. Griffith asked if the comment sheet is redundant since the comments made during the meeting are included in the minutes.
   - L. Biggs cited former Director of Community Development wanted to find a way to standardize comment submitting process.
   - G. Gerdes cited if minutes are capturing then standardized comment submitting won’t be of major importance. G. Gerdes thought comments were used for clarification for applicants and were actually sent to them.
   - J. Leonard cited that a google form could be used instead of the current method.
   - L. Biggs would like the ability to edit comments in real time thus google forms are a good tool for that.
Adjournment

S. Mangum moved to adjourn, seconded by L. Biggs. The Committee voted unanimously, 8-0, to adjourn. Meeting adjourned at 3:01 pm.

The next DAPR meeting is scheduled for Wednesday, August 8th, 2018, at 2:30 pm in Room 2404 of the Lorraine H. Morton Civic Center.

Respectfully submitted,
Torrence Gardner
120 Dodge Ave.
Dobson Plaza

Preliminary/Final Review
View from Dobson St.
Lot "A" in DOBSON PLAZA CONSOLIDATION of Lots 1, 2, 3, 4 and 5 in Block 4 in W. Hayden Bell's Howard Dodge Subdivision of the South 1/2 of the Southeast 1/4 of the Northwest 1/4, except the South 2,512 chains thereof, of Section 25, Township 41 North, Range 13 East of the 3rd Principal Meridian, in Cook County, Illinois, (except the East 100 feet thereof, taken for the widening of Dodge Avenue).

Area within Lot "A" = 15,214.0 sq. ft.
STANDING SEAM METAL ROOF TO MATCH EXISTING

BRICK TO MATCH EXISTING

GLASS STOREFRONT

BRICK TO MATCH EXISTING
91-O-17

AN ORDINANCE

Granting a Special Use and Major Variations to Allow Expansion of a Retirement Home at 120 Dodge Avenue in an R4 General Residential Zoning District

(Dobson Plaza, Inc.)

WHEREAS, the Zoning Board of Appeals ("ZBA") met on August 15, 2017, pursuant to proper notice, to consider case no. 17ZMJV-0063, an application filed by Dobson Plaza, Inc. (the "Applicant"), owner of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 120 Dodge Avenue (the "Subject Property") and located in the R4 General Residential Zoning District, for a Special Use Permit to expand, pursuant to Subsection 6-10-3-3 of the Evanston City Code, 2012, as amended ("the Zoning Ordinance"), an existing Retirement Home, "Dobson Plaza," on the Subject Property and major variations for a one-story addition and patio; and

WHEREAS, the Applicant requests the following Major Variations:

(A) The Applicant requests 46.8% building lot coverage where a maximum of 40% building lot coverage is allowed on the Subject Property;

(B) The Applicant requests 85.4% impervious surface area coverage where a maximum 55% surface area coverage is allowed on the Subject Property; and

(C) The Applicant requests a 1.2 foot front yard setback where a twenty seven foot front yard setback is required on the Subject Property;

(D) The Applicant requests a .9 foot street side yard setback where a fifteen foot setback is required on the Subject Property; and
(E) The Applicant requests a patio in the front yard where patios are only permitted in the rear yard on the Subject Property; and

WHEREAS, the ZBA, after hearing testimony and receiving other evidence, made a written record and written findings that the application for a Special Use Permit for the expansion of a Retirement Home and Major Variations met the standards for Special Uses in Section 6-3-5-10 and 6-3-8-12 of the Zoning Ordinance and recommended City Council approval thereof; and

WHEREAS, at its meeting of September 11, 2017, the Planning and Development Committee of the City Council ("P&D Committee") considered the ZBA’s record and findings and recommended the City Council accept the ZBA’s recommendation and approve the application in case no. 17ZMJV-0063; and

WHEREAS, at its meeting of September 11, 2017, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee, as amended,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby adopts the P&D Committee’s records, findings, and recommendations, and hereby approves, pursuant to Subsection 6-3-8-10(D) of the Zoning Ordinance, the Special Use Permit for an extension of a Retirement Home and the Major Variations on the Subject Property as applied for in case no. 17ZMJV-0063.
SECTION 3: The Major Variation approved hereby is as follows:

(A) Approval to permit a maximum 46.8% building lot coverage on the Subject Property. City Code Section 6-8-5-6 allows a maximum of 40% building lot coverage on the Subject Property;

(B) Approval to permit a maximum 85.4% impervious surface area coverage on the Subject Property. City Code Section 6-8-5-9 allows a maximum 55% surface area coverage on the Subject Property;

(C) Approval to permit a 1.2 foot front yard setback on the Subject Property. City Code Section 6-8-5-7(B)(1) requires a twenty seven foot front yard setback on the Subject Property;

(D) Approval to permit a .9 foot street side yard setback on the Subject Property. City Code Section 6-8-5-7(B)(2) requires a fifteen foot setback on the Subject Property; and

(E) Approval to have a patio in the front yard on the Subject Property. Table 4A-10 of City Code Section 6-4-6-3 only permits patios in the rear yard on the Subject Property.

SECTION 4: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicant’s Special Use Permit and Major Variations, violation of any of which shall constitute grounds for penalties or revocation of said Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

A. Compliance with Applicable Requirements: The Applicant shall develop and use the Subject Property in substantial compliance with: all applicable legislation; the Applicant’s testimony and representations to the ZBA, the P&D Committee, and the City Council; and the approved plans and documents on file in this case.

B. Employee Parking: The Applicant must dedicate and mark ten (10) parking spaces at the facility as employee parking only. The employees are required to use parking spaces provided by the Applicant and must not utilize street parking.

C. Professional Engineering Opinion: The Applicant must provide a professional engineering opinion regarding drainage prior to building permit issuance.

D. Stormwater Drainage Review: The Applicant agrees to allow the City Engineer to review stormwater drainage when the permit is submitted. Any additional water flow off of the property due to the additional impervious area must not impact neighbors.
E. Storage Container: The “POD” storage container must be removed prior to Final Certificate of Occupancy or within seven (7) months of building permit issuance, or within seven (7) months of the City Council approval date if a permit is not issued.

F. Recordation: Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.

   SECTION 5: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

   SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

   SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

   SECTION 8: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

   SECTION 9: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
Introduced: _________________, 2017

Adopted: _________________, 2017

Approved: _____________________, 2017

_______________________________

Stephen H. Hagerty, Mayor

Attest:

_______________________________

Devon Reid, City Clerk

Approved as to form:

______________________________

W. Grant Farrar, Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION

LOT A DOBSON PLAZA CONSOLIDATION OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 4 IN W. HAYDEN BELL’S HOWARD DODGE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4, EXCEPTING THE SOUTH 2.572 CHAINS THEREOF, OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 7 FEET THEREOF TAKEN FOR WIDENING OF DODGE AVENUE), IN COOK COUNTY, ILLINOIS.

PINs: 10-25-113-043-0000  
10-25-220-015-0000

COMMONLY KNOWN AS: 120 Dodge Avenue, Evanston, Illinois.
Design and Project Review (DAPR)

2500 Gross Point Road

Preliminary & Final Review
Aerial Map - 2500 Gross Point Road

August 9, 2018

User drawn points

Copyright 2018 City of Evanston

This map is not a plat of survey. This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.
NEW PARKING LOT
2500 GROSS POINT RD, EVANSTON, IL 60201

INSTALL INLET PROTECTION TO ALL EXISTING AND PROPOSED STRUCTURES. SEE DETAILS ON SHEET C-3.
NEW PARKING LOT
2500 Gross Point Rd.
Evanston, IL 60201

GrossPoint_81W_Rev1_VLi

1. Fixture locations and dimensions are approximate.
2. Obstructions are not accounted for.
3. This photometric design is computer generated from .IES files from laboratory tested fixtures, actual results may vary.
4. Calculations taken at grade.
5. Fixtures mounted at 12' AFG.

VENTURE LIGHTING IS NOT RESPONSIBLE FOR SPECIFYING THE LIGHTING OR ILLUMINATION REQUIREMENTS FOR ANY SPECIFIC PROJECT.
VENTURE LIGHTING IS NOT RESPONSIBLE FOR ANY LOSS RESULTING FROM ANY USE OF THIS LIGHTING DESIGN.

This lighting design is based on information supplied by others. Changes in electrical supply, area geometry and objects within the lighted area may cause predicted results to vary.

Due to changing lighting ordinances it is the contractor's responsibility to submit the site photometrics and luminaire specs to the local inspector before ordering to ensure this plan complies with local lighting ordinances.

Notes:

Calculation Summary

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Luminaire Schedule

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City of Evanston, Illinois

CERTIFICATE
OF
ZONING COMPLIANCE

APPROVED

ZONING CERTIFICATE NUMBER: 18ZONA-0129
DATE ISSUED: Aug 9, 2018

In accordance with Section 6-3-2 of the Zoning Ordinance, the building, structure, and/or use described below complies with the provisions of the Zoning Ordinance governing the proposed use.

PROPERTY ADDRESS: 2500 GROSS POINT RD

ZONING DISTRICT: C2
OVERLAY DISTRICT: None
USE: NEW PARKING LOT FOR ADJACENT COMMERCIAL BLDG

CONDITIONS OR COMMENTS:

NEW PARKING LOT FOR ADJACENT COMMERCIAL BLDG
EXISTING PARKING TOTAL: 19 SPACES
PROPOSED PARKING TOTAL: 23, 2 HANDICAPPED ACCESSIBLE SPACES

PARKING STALL SIZES: MIN. 8.5’ X 19’ FOR 60-DEG STALLS
PARKING AISLE: MIN. 12’ WIDE, ONE-WAY

SETBACKS: MIN. 5’ FROM GROSS POINT RD AND HARRISON ST, MIN 10’ FROM WEST PROPERTY LINE
MAINTAINING EXISTING DRIVEWAY/CURB CUTS

CERTIFICATE BASED ON:

Plans Prepared As: Construction Drawings
Plans Dated: 07-20-18

Plans Prepared By: BONO CONSULTING, INC
Plat of Survey Dated: 07-20-18
Plans Originating As: Building Permit Application

Related Application ID:

Miscellaneous:

ISSUED BY:

Zoning Officer
Michael Griffith

THIS ZONING CERTIFICATE IS NOT A BUILDING PERMIT.
Design & Project Review  
(DAPR)  
1724 Sherman Ave.  
Recommendation to ZBA
Formstack Submission For: Zoning Special Use
Submitted at 07/06/18 12:41 PM

| Address:          | 1724 Sherman Ave  
|                  | Evanston, MI 60201 |
| Permanent Identification Number (PIN) 1: | 11-18-126-011-0000 |
| Permanent Identification Number (PIN) 2: |                          |
| Name:             | James Shepherd       |
| Organization:     | Kilwins Chocolates Franchise |
| Address:          | 1050 Bay View Rd    
|                  | Petoskey, MI 49770  |
| Home or Office Phone Number: | (231) 758-3930         |
| Cell Phone Number: | (231) 675-7514        |
| Email:            | jshepherd@kilwinsfranchise.com |
| Please choose primary means of contact: | Home or Office Phone |
| Is applicant also the property owner?: | No                     |
| Name:             | Alfred Klairmont     |
| Organization:     | Imperial Reality Company  |
Address: 4747 W Peterson Ave  
Chicago, IL 60646

Home or Office Phone Number: (773) 733-4100

Cell Phone Number:

Email: aklairmont@imperialrealtyco.com

What is the relationship of the applicant to the property owner?: Lessee  
Other: Franchise Project Manager

Briefly describe the proposed Special Use:
The planned Kilwins Chocolates Store located at 1724 Sherman Ave, with a current planned use of a food store establishment, proposes a special use request of a type 2 restaurant for the site to accommodate interior seating for five (5) patrons.

Is the requested special use one of the special uses specifically listed in the Zoning Ordinance? What section of the Zoning Ordinance lists your proposed use as an allowed special use in the zoning district in which the subject property lies?: Yes, as stated in section 6-11.3-4. SPECIAL USES, Type 2 restaurant uses are allowed in zoning district D2. However, Type 2 restaurant uses require special use permit approval.

Will the requested special use interfere with or diminish the value of property in the neighborhood? Will it cause a negative cumulative effect on the neighborhood?: No, the proposed special use provides patrons interior seating for use during inclement weather periods to also encourage a thriving retail business establishment in the Evanston retail market.

Will the requested special use be adequately served by public facilities and services?: Yes, there is a public ADA restroom included in the plans.

Will the requested special use cause undue traffic congestion?: No, the requested special use includes only five (5) patron seating locations to provide casual seating while partaking in a confectionery treat.

Will the requested special use preserve significant historical and architectural resources?: Yes, there are impacts planned with this special use that would affect the historic or architectural resources of the site.

Will the requested special use preserve significant natural and environmental features?: Yes, there are impacts planned with this special use that would affect the natural or environmental features of the site.

Will the requested special use comply with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation?: Yes, the core business of the Kilwins Chocolates establishment is retail with the added feature of minimal interior seating for the benefit of patrons during periods of inclement weather.
Is applicant acting as an agent or designee for the proposed user of the land for which this application for zoning relief is made?:
Yes

List the name, address, phone, fax, and any other contact information of the proposed user of the land.:
JRS Ventures, LLC, Jeffrey Schneider, 3521 N, Hoyne St, Chicago, IL 60618 773-576-3611, DBA Kilwins Chocolates

Does the proposed land user own or control the land for which this application for zoning relief is made?:
No

List the name, address, phone, fax, and any other contact information of the person or entity that has constructive control of the proposed land user.:
Imperial Reality Company 4717 W Peterson Ave Chicago IL 60646 773-736-4100

Does the proposed land user hold the title to the subject property?:
No

Is the person or entity that holds the title the same as the one listed in the previous question?:
Yes

List the name, address, phone, fax, and other contact information of the person or entity holding the title to the subject property.:

Is the Applicant or Proposed Land User a Corporation?:
No

A. Names and addresses of all officers and directors.:

B. Names, addresses, and percentage of interest of all shareholders. If there are fewer than 33 shareholders, or shareholders holding 3% or more of the ownership interest in the corporation or if there are more than 33 shareholders.:

Name, address, percentage of interest, and relationship to applicant, of each partner, associate, person holding a beneficial interest, or other person having an interest in the entity applying, or in whose interest one is applying, for zoning relief.:

Plat of Survey - One copy of plat of survey, drawn to scale, that accurately reflects current conditions.:
View File

Date of Survey:
Jan 01, 1918

Site Plan/Graphic Drawings - One copy of site plan or floor plans, drawn to scale, showing all dimensions or graphic representations for View File
any elevated proposal-- garages, home
additions, roofed porches, etc.:

Date of Drawings:  

Jun 05, 2018

Proof of Ownership - Accepted documents for
Proof of Ownership include: a deed,
mortgage, contract to purchase, closing
documents, etc.:

View File

Document Submitted:  

Lease Agreement

Quantity:  

1

Price:  

660

Credit Card:  

**********3004

Card Verification Code:  

***

Expiration Date:  

Jul 2020

I certify that all of the above information and
all statements, information, and exhibits that I
am submitting in conjunction with this
application are true and accurate to the best
of my knowledge.:

[Signature]

Direct Link to Image
Sustainability Practices for Type 2 Restaurants

The City of Evanston prides itself on its commitment to environmental excellence through outstanding and innovative sustainability practices that promote a positive example throughout the community.

Environmental sustainability may be promoted in a variety of ways. In an effort to ensure Type 2 Restaurants do not negatively impact the environment, the following sustainable practices are suggested:

- **Litter Collection Plan:**
  The applicant shall implement and adhere to a Litter Collection Plan requiring the policing of an area located within a two hundred fifty-foot (250') radius of the space in which the use is located. This area shall be patrolled once every three (3) hours during the hours the use is in operation, and shall be kept free of all litter of any type emanating from any source. For the purpose of this requirement, “litter” shall include, but is not limited to: putrescible animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of food; other putrescible waste, including animal waste, dead animals, yard clippings and leaves; nonputrescible solid waste, including rubbish, ashes, abandoned automobiles, solid waste, paper, polystyrene, wrappings, cigarettes, cardboard, tin cans, glass, bedding, and similar materials; and all other waste material which, if thrown or deposited as herein prohibited, may create a danger to public health, safety, or welfare.

- **Litter Pick-Up Plan:**
  The applicant shall provide and maintain exterior litter receptacles such as dumpsters, in sufficient number and type to adequately contain all litter collected pursuant to the Litter Collection Plan. Collections shall be a minimum of three (3) times a week, including collections on Sundays to the extent necessary to comply with this condition. All litter receptacles shall be maintained in clean condition with tight-fitting lids, and shall be placed on Code-compliant surfaces at the rear of the property or in an otherwise City-approved location. Within seven (7) days of written notice from the City, the number of litter receptacles and/or the number of collections from each shall be modified or increased as necessary.

- **Customer Recycling:**
  The applicant shall provide recycling receptacles within the space in which the use is located and shall be available for customer use. The recycling receptacles shall be maintained and emptied as necessary to ensure adequate recycling receptacles are available for use during the hours the use is in operation. Recycling containers shall be co-located with garbage containers and labeled for recycling.
☐ **Business Recycling:**
The applicant shall provide recycling receptacles within the kitchen area and shall recycle restaurant waste including, but not limited to, cardboard and paper products.

☐ **Tap Water:**
The applicant shall make tap water available to all customers and provide appropriate signage indicating the availability of tap water.

☐ **Reusable Flatware and Dishware:**
The applicant shall provide reusable flatware and dishware to customers who opt to eat on premises.

☐ **100% Recyclable Carry-Out Packaging:**
The applicant shall utilize 100% recyclable packaging for all carry-out/delivery orders. Note: Evanston's solid waste hauler Groot Industries recycles rigid plastic numbers 1-5 and 7. Plastic number 6 (rigid or foam) is not recyclable in Evanston's program even though it has the recycling symbol. See attached recycling flyer for details.

☐ **Delivery Method:**
When possible, the applicant shall utilize environmentally friendly modes of transportation, such as bicycle delivery, when transporting delivery orders to customers.

☐ **Other Environmentally-Friendly/Sustainable Practices**

I certify that I have checked the appropriate boxes that best describe the sustainability practices that will be adhered to at the Type 2 Restaurant in question.

[Signature]  
Applicant Signature

[Date]  
7/26/18  
Date
26. COMMENCEMENT DATE, RENT COMMENCEMENT DATE AND EXPIRATION DATE:
This Lease and Tenant’s obligation to pay estimated water and sewer fees hereunder shall commence on April 1, 2018, or such earlier date as agreed to by Landlord and Tenant (the “Commencement Date”). Tenant’s obligation to pay Rent hereunder, other than estimated water and sewer fees, will commence on the earlier of the date on which Tenant shall open for business or the 120th day after the Commencement Date (the “Rent Commencement Date”). This Lease will expire on the last day of the 120th full calendar month after the Rent Commencement Date (the “Expiration Date”). In the event the Commencement Date shall occur on a day other than the first day of a month, $6.58 per day, representing estimated water and sewer fee, for each day from the Commencement Date, inclusive, through the last day of the month in which said Commencement Date shall fall, will be payable in advance on the Commencement Date. In the event the Rent Commencement Date shall occur on a day other than the first day of a month, $254.20 per day, representing monthly Base Rent, estimated real estate tax payment and estimated building insurance fee, for each day from the Rent Commencement Date, inclusive, through the last day of the month in which said Rent Commencement Date shall fall, will be payable in advance on the Rent Commencement Date. Monthly Base Rent, estimated real estate tax payment and estimated building insurance fee from the Commencement Date through the day prior to the Rent Commencement Date shall be specifically abated. In the event Tenant shall become in default under any terms of this Lease, which default shall not be cured within applicable cure periods, all accrued abatement shall become immediately due and payable and all un-accrued abatement shall be cancelled and set aside. Tenant hereby agrees to execute a document defining the Commencement Date, Rent Commencement Date, Expiration Date and other as yet undetermined dates in the Lease after same shall have been determined.

27. OPTION TO EXTEND: Tenant shall have two options to extend the Term (each, an “Option to Extend”) for additional periods of five years each, the first such period to be from the first day of the 121st full calendar month after the Rent Commencement Date through the last day of the 180th full calendar month after the Rent Commencement Date (the “First Extended Term”) and the second such period to be from the first day of the 181st full calendar month after the Rent Commencement Date through the last day of the 240th full calendar month after the Rent Commencement Date (the “Second Extended Term”). Tenant shall exercise the Options to Extend by sending to Landlord advance written notice of its exercise thereof (each, an “Exercise Notice”), via certified mail, postage prepaid, no less than 180 days prior to the last day of the 120th full calendar month after the Rent Commencement Date, with respect to the first option, and no less than 180 days prior to the last day of the 180th full calendar month after the Rent Commencement Date, with respect to the second option. Failure of Tenant to timely and properly exercise either Option to Extend will constitute a waiver of the applicable Option to Extend and subsequent Option to Extend, if any. Unless clearly precluded by the context, all terms and provisions of the Lease will remain in effect during the First Extended Term and Second Extended Term, if applicable.

28. MONTHLY BASE RENT: Minimum Base Rent for the Term shall be $737,808.00 payable in installments as follows:

$17,957.00, representing security deposit ($10,000.00), Base Rent for the first full month after the Rent Commencement Date ($5,157.00), estimated real estate tax payment for the first full month after the Rent Commencement Date ($2,535.00), estimated building insurance fee for the full month after the Rent Commencement Date ($40.00), estimated water and sewer fees for the first full month after the Commencement Date ($200.00) and refundable key deposit ($25.00), payable upon execution of this Lease.

$7,932.00, representing Base Rent ($5,157.00), estimated real estate tax payment ($2,535.00), estimated building insurance fee ($40.00) and estimated water and sewer fee ($200.00) payable on the first day of the second full calendar month after the Rent Commencement Date and on the first day of each month thereafter through the last day of the 12th full calendar month after the Rent Commencement Date.
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-Lease between Klairmont Family Associates, L.P., an Illinois limited partnership ("Landlord"), and JRS Ventures, LLC, an Illinois limited liability company d/b/a Kilwins Chocolates, Fudge and Ice Cream ("Tenant").

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$5,157.00, representing Base Rent ($5,157.00), plus estimated real estate tax payment, estimated building insurance fee and estimated water and sewer fee, payable on the first day of the 13th full calendar month after the Rent Commencement Date and on the first day of each month thereafter through the last day of the 24th full calendar month after the Rent Commencement Date.

$5,653.00, representing Base Rent ($5,653.00), plus estimated real estate tax payment, estimated building insurance fee and estimated water and sewer fee, payable on the first day of the 25th full calendar month after the Rent Commencement Date and on the first day of each month thereafter through the last day of the 48th full calendar month after the Rent Commencement Date.

$6,148.00, representing Base Rent ($6,148.00), plus estimated real estate tax payment, estimated building insurance fee and estimated water and sewer fee, payable on the first day of the 49th full calendar month after the Rent Commencement Date and on the first day of each month thereafter through the last day of the 72nd full calendar month after the Rent Commencement Date.

$6,644.00, representing Base Rent ($6,644.00), plus estimated real estate tax payment, estimated building insurance fee and estimated water and sewer fee, payable on the first day of the 73rd full calendar month after the Rent Commencement Date and on the first day of each month thereafter through the last day of the 96th full calendar month after the Rent Commencement Date.

$7,140.00, representing Base Rent ($7,140.00), plus estimated real estate tax payment, estimated building insurance fee and estimated water and sewer fee, payable on the first day of the ninety-seventh (97th) full calendar month after the Rent Commencement Date and on the first (1st) day of each month thereafter through the last day of the one hundred twentieth (120th) full calendar month after the Rent Commencement Date.

In the event the Tenant shall exercise the First Option to Extend:

$7,354.00, representing Base Rent ($7,354.00), plus estimated real estate tax payment, estimated building insurance fee and estimated water and sewer fee, payable on the first day of the 121st full calendar month after the Rent Commencement Date and on the first day of each month thereafter through the last day of the 132nd full calendar month after the Rent Commencement Date.

$7,575.00, representing Base Rent ($7,575.00), plus estimated real estate tax payment, estimated building insurance fee and estimated water and sewer fee, payable on the first day of the 133rd full calendar month after the Rent Commencement Date and on the first day of each month thereafter through the last day of the 144th full calendar month after the Rent Commencement Date.

$7,802.00, representing Base Rent ($7,802.00), plus estimated real estate tax payment, estimated building insurance fee and estimated water and sewer fee, payable on the first day of the 145th full calendar month after the Rent Commencement Date and on the first day of each month thereafter through the last day of the 156th full calendar month after the Rent Commencement Date.

$8,036.00, representing Base Rent ($8,036.00), plus estimated real estate tax payment, estimated building insurance fee and estimated water and sewer fee, payable on the first day of the 157th full calendar month after the Rent Commencement Date and on the first day of each month thereafter through the last day of the 168th full calendar month after the Rent Commencement Date.

$8,277.00, representing Base Rent ($8,277.00), plus estimated real estate tax payment, estimated building insurance fee and estimated water and sewer fee, payable on the first day of the 169th full calendar month after the Rent Commencement Date and on the first day of each month thereafter through the last day of the 180th full calendar month after the Rent Commencement Date.

In the event the Tenant shall exercise the Second Option to Extend:

$8,525.00, representing Base Rent ($8,525.00), plus estimated real estate tax payment,
Lease between Klairstown Family Associates, L.P., an Illinois limited partnership ("Landlord"), and JRS Ventures, LLC, an Illinois limited liability company d/b/a Kilwins Chocolates, Fudge and Ice Cream ("Tenant").

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estimated building insurance fee and estimated water and sewer fee, payable on the first day of the 181st full calendar month after the Rent Commencement Date and on the first day of each month thereafter through the last day of the 192nd full calendar month after the Rent Commencement Date.

$8,781.00, representing Base Rent ($8,781.00), plus estimated real estate tax payment, estimated building insurance fee and estimated water and sewer fee, payable on the first day of the 193rd full calendar month after the Rent Commencement Date and on the first day of each month thereafter through the last day of the 204th full calendar month after the Rent Commencement Date.

$9,044.00, representing Base Rent ($9,044.00), plus estimated real estate tax payment, estimated building insurance fee and estimated water and sewer fee, payable on the first day of the 205th full calendar month after the Rent Commencement Date and on the first day of each month thereafter through the last day of the 216th full calendar month after the Rent Commencement Date.

$9,315.00, representing Base Rent ($9,315.00), plus estimated real estate tax payment, estimated building insurance fee and estimated water and sewer fee, payable on the first day of the 217th full calendar month after the Rent Commencement Date and on the first day of each month thereafter through the last day of the 228th full calendar month after the Rent Commencement Date.

$9,594.00, representing Base Rent ($9,594.00), plus estimated real estate tax payment, estimated building insurance fee and estimated water and sewer fee, payable on the first day of the 229th full calendar month after the Rent Commencement Date and on the first day of each month thereafter through the last day of the 240th full calendar month after the Rent Commencement Date.

Monthly estimated payments for real estate taxes, water and sewer fees and building insurance fees will continue to be due throughout the Term, as extended. Nothing contained herein shall be construed as modifying or abrogating Landlord's right to adjust the amount of any estimated payments due pursuant to this Lease.

29. ADDITIONAL RENT: The Tenant shall pay as additional rent any money required to be paid by Tenant under this Lease, whether or not the same be designated "additional rent". If such amount or charges are not paid at the time provided in this Lease, they shall, nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Landlord.

30. USE: The Tenant may use and occupy the Premises for the purpose of retail sales, display and production of specialized confections, including homemade chocolates, chocolate dipped items, fudge, caramel corns and brittles, caramel apples, along with the sale of ice cream, frozen dessert products, frozen yogurts, sorbet, sherbet, sundaes, floats, shakes, beverages, ice cream cakes, and products normally approved for sale by Kilwins Chocolates Franchise, Inc., a Michigan corporation (together with its successors, assigns and affiliates, "Kilwins"), all things reasonably related and incidental thereto, and for no other purpose without the express written consent of Landlord (not to be unreasonably withheld, conditioned or delayed) (the "Permitted Use" or "Use"), in conformity with all laws, statutes, or ordinances, rules and regulations applicable to the Premises and Tenant's occupation thereof. Tenant is strictly prohibited from selling or dispensing alcoholic beverages in, at or from the Premises. Tenant understands that Landlord is prohibited in its lease with OMG Sherman LLC ("OMG") from leasing to or permitting the use by an entity, in the Building, for the purpose of operating any restaurant or food service business which primarily sells Mediterranean/Middle Eastern Cuisine (the "Exclusive Use Provision"). Tenant shall indemnify, hold harmless and defend Landlord from and against any loss, cost, damage or claim arising from a violation of the Exclusive Use Provision resulting from the actions of Tenant.

31. EXCLUSIVITY: Continuously during the term hereof and all extensions thereto, while Tenant shall conduct the Permitted Use in the Premises, Landlord shall not, and Landlord shall cause its
affiliates to not, following the date of complete execution of this Lease, knowingly enter into any lease with any tenant covering any portion of the Building or any other building owned by Landlord, within one (1) city block thereof for the purpose of operating therein a retail store in which such tenant’s aggregate annual gross revenues from retail sales of ice cream, frozen yogurt, fudge, chocolates, frozen drinks and frozen desserts shall exceed 20% of such tenant’s aggregate annual gross revenues (the “Exclusive”). However, the Exclusive will cease to apply in the event that Tenant or Kilwins shall purchase, manage or lease any property within one (1) city block of the Premises. In no event will any of the foregoing be construed to affect the rights and duties of any tenant under any existing lease, or their respective successors and assigns, of the premises leased to it, which leases are fully excluded from the operation of the Exclusive.

32. OUTDOOR SEATING: Tenant may use the sidewalk in front of the Premises (the “Sidewalk”) for additional seating provided Tenant obtains all proper permits and approvals from applicable governmental authorities and such permits and approvals are maintained in full force and effect. In no event shall such seating impede any pedestrian traffic to and from the Premises or to and from other parts of the Building and/or obstruct the visibility of the Building. In the event that Tenant places tables on or in any manner, invites patrons of Tenant to the Sidewalk, Tenant will be solely responsible to collect and properly dispose of all paper, debris and rubbish which shall accumulate in the Sidewalk resulting from Tenant’s business and shall police the Sidewalk nightly after the close of Tenant’s business for the purpose of collecting and disposing of paper, debris and rubbish. Tenant will in all events comply with the ordinances and other requirements of the City of Evanston relative to outdoor seating.

33. CONDITION OF PREMISES: Tenant accepts the Premises “AS IS, WHERE IS”, except that Landlord shall, at its sole cost and expense, (i) deliver the structural elements of the Premises, plumbing, electrical and heating, air conditioning and ventilation systems (“HVAC”) and hot water heater systems serving the Premises in good working order (“Landlord’s Work”), including repair of any existing leaks, and (ii) paint the front exterior façade of the Building, as mutually agreed between Landlord and Tenant.

Tenant agrees, at Tenant’s expense, to provide all materials (of first class quality) and perform all labor (in a good and workmanlike manner) necessary to construct a Kilwins store within the Premises in the manner and quality consistent with the Building generally. In addition, Tenant shall have the right to install (i) special ventilation for the sole purpose of venting dessert cooking and baking aromas to the rear and front exterior of the Premises for a customer draw, (ii) all alterations reasonably necessary to maintain the interior of the Premises at a constant temperature of between 68 – 70 degrees Fahrenheit and (iii) all alterations to the electrical systems necessary to power the equipment supplied or approved for use by Kilwins franchisees. All of the foregoing is hereinafter referred to collectively as “Tenant’s Work”.

Landlord shall contribute up to the sum of $23,800.00 (“Landlord’s Share”) for the cost of Tenant’s Work. Landlord shall pay one-half of Landlord’s Share ($11,900.00) upon Landlord’s receipt of proof of that required permits, licenses and other related matters pertaining to Tenant’s Work have been issued and that Tenant’s Work has commenced. Landlord shall pay the remainder of Landlord’s Share ($11,900.00) upon completion of all Tenant’s Work and Landlord’s receipt of waivers of lien and contractor’s affidavits for all of Tenant’s Work, acceptable to Landlord in its judgment, together with proof of issuance of a City of Evanston Certificate of Occupancy, and Tenant having opened the Premises for business.

Tenant shall improve the Premises in accordance with plans and specifications first approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed) and all local and state building codes and the applicable industry codes. Except as otherwise set forth in this Lease, the Tenant shall not erect any partitions, make any alterations in or additions to the Premises without the Landlord’s prior written consent, not to be unreasonably withheld, conditioned or delayed. The Landlord’s decision to refuse such consent shall be conclusive. If the Landlord consents to such alterations or additions, before commencement of the work or delivery of any materials onto the
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Lease between Klairmont Family Associates, L.P., an Illinois limited partnership ("Landlord"), and JRS Ventures, LLC, an Illinois limited liability company d/b/a Kilwins Chocolates, Fudge and Ice Cream ("Tenant").

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Premises or into the building, the Tenant shall furnish the Landlord for approval:

A. A written contract by a General Contractor licensed to do business in the state of Illinois and the County of Cook. Said General Contractor to provide a performance and completion bond in an amount and form reasonably satisfactory to Landlord covering all of the construction to be performed including all costs for permits, licenses and other related matters pertaining to construction of said improvement. Tenant agrees that all construction shall be done only through the General Contractor as provided herein.

B. Plans and specifications, Contractor's Sworn Statement including list of Contractors, Subcontractors and material-men ("Plans").

C. Copies of Contracts.

D. Request for approval of Landlord as to scope and cost.

E. Evidence satisfactory to Landlord of insurance adequate to cover the risks of such construction work.

F. Indemnification in form and amount satisfactory to Landlord and certificates of insurance from all contractors performing labor or furnishing materials, insuring against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the alterations or additions.

G. A bond in such form as Landlord shall require with a surety acceptable to Landlord requiring such surety to obtain the release of any mechanics liens recorded against Landlord's property as a result of said alterations or additions.

Upon written receipt of Landlord's permission to proceed, Tenant shall undertake or cause to be undertaken the construction work pursuant to the Lease and to the Plans as approved and signed by both Landlord and Tenant.

Whether the Tenant furnishes the Landlord the foregoing or not, the Tenant hereby agrees to hold the Landlord, its beneficiaries and their respective agents and employees harmless from any and all or liabilities of every kind and description which may arise out of or be connected in any way with said alterations or additions. Upon completing any alterations or additions, the Tenant shall furnish the Landlord with contractors affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended or used. All alterations and additions shall comply with all insurance requirements and with all ordinances and regulations of the City of Evanston or any department or agency thereof and with the requirements of all statutes and regulations of the State of Illinois or of any department or agency thereof. All alterations and additions shall be constructed in a good and workmanlike manner and good grades of materials shall be used.

At the termination of this Lease, the Tenant shall remove all trade fixtures and shall have the right, but not the obligation, to remove any additions, non-trade fixtures and improvements. If Tenant does not remove all trade fixtures, Landlord may remove the same, in which event, Tenant shall pay the cost of such removal to the Landlord within 10 business days following written demand.

While Tenant shall be in compliance with Paragraph 9 of the Form and this Paragraph 33 and free from material Default under this Lease (beyond any applicable cure period), Landlord shall not inhibit Tenant from performing Tenant's Work.

34. KEY DEPOSIT: Tenant shall pay to Landlord, upon execution of this Lease, a refundable key deposit in the sum of $25.00 for the issuance of one each of the following keys: a) building front door; and b) building rear door. An additional deposit of $25.00 will be required for each additional building front door key issued to Tenant. Tenant may make copies of such keys at Tenant's expense.
Lease between Klairemont Family Associates, L.P., an Illinois limited partnership ("Landlord"), and JRS Ventures, LLC, an Illinois limited liability company d/b/a Kilwins Chocolates, Fudge and Ice Cream ("Tenant").

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Upon termination of this Lease, whether by lapse of time or otherwise, Tenant shall return to Landlord any and all keys issued to Tenant. Provided that all such keys are so returned, the key deposit shall be refunded in accordance with the return of the security deposit as described in Section 18 of the form portion of this Lease (the "Form").

35. UTILITIES: Tenant shall pay for all utilities used or consumed in the Premises including but not limited to electricity, gas, HVAC and water and sewer usage fee. Tenant shall pay for electricity and gas directly to the utility company providing such service.

36. WATER AND SEWER FEE: Tenant shall, at Tenant's sole cost and expense, install a water submeter for purposes of determining Tenant’s water, sewer and sanitary usage. Tenant shall pay to Landlord, with its monthly payments, the sum of $200.00 per month estimated water and sewer fee, which sum shall be adjusted based on actual submeter readings, if any. Landlord shall not be required to read the submeter, more than once per Lease year.

37. REAL ESTATE TAXES: The estimated payments for "Taxes", as defined in Paragraph 2(A)(vi), shall be based on the most recent ascertainable taxes and assessments and an adjustment shall be made between the parties on receipt of the actual bills. Such payments shall, upon commencement of this Lease, be estimated at $2,535.00 per month. In the event this Lease shall be in effect for a portion of any applicable calendar year, Tenant shall only be liable pro rata for that part of the calendar year in which this Lease is in effect. The terms of this paragraph shall survive the termination of this Lease. Landlord shall remit to the Cook County Collector or other applicable governmental authority the amount of all taxes that will become due during the Lease term on or before their due dates. Landlord may, at its option, retain tax counsel during the term hereof for the purpose of obtaining and maintaining the most reasonable attainable real estate tax upon the Premises. Such tax counsel shall have the authority to present complaints, briefs and supporting data, including appraisals, before the appropriate agencies having jurisdiction over the assessment and levy of the real estate taxes affecting the Premises. The fees and costs paid by Landlord for such services shall be based upon reasonable rates and Tenant’s Proportionate Share thereof shall be included in the Tenant's share of real estate taxes.

38. LIABILITY INSURANCE FEE: In the event that Tenant shall fail to provide Landlord with certificates of insurance for liability insurance as provided in Section 10 of the Form within ten days after written demand from Landlord, in order to compensate Landlord for additional risks and potential costs that may result, there shall be due and owing Landlord from Tenant, as additional rent, an Insurance Fee in the amount of $3,000.00 ("Insurance Fee") at the rate of $8.22 per diem for each day beginning on the tenth day after service of such written demand and ending on the day on which Tenant becomes in full compliance with this Section. Tenant shall pay to Landlord on such tenth day, $8.22 for each day beginning on such tenth day and ending on the last day of the month in which such tenth day shall fall. Tenant shall then pay in advance on or before the first day of each lease month thereafter with its monthly rental payments, an amount equal to $250.00 (one-twelfth (1/12th) of the Insurance Fee). Neither exercise of the above-described option by Landlord nor acceptance by Landlord of the Insurance Fee shall oblige Landlord to obtain or provide any insurance covering Tenant nor constitute a waiver of Landlord's right to seek remedies for default otherwise provided in the Lease or by applicable law.

39. BUILDING INSURANCE: Landlord shall maintain fire and casualty insurance on the Building. Tenant shall pay monthly to Landlord the amount representing Tenant's Proportionate Share of the annual premium cost thereof (which premium cost, the "Insurance Cost") as Additional Rent at the rate of 1/12th of Tenant's Proportionate Share of the Insurance Cost per month. Such payments are currently estimated at $40.00 per month.

40. INSURANCE SURCHARGE: In the event that the general or fire insurance rates for the Building shall be increased due to the operation of Tenant's business on the Premises or because of any act or omission of Tenant, the Tenant will pay to Landlord the difference between the bureau insurance rate and any increase in premium due to such act, omission or operation, with such sum
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Lease between Clairmont Family Associates, L.P., an Illinois limited partnership ("Landlord"), and JRS Ventures, LLC, an Illinois limited liability company d/b/a Kilwins Chocolates, Fudge and Ice Cream ("Tenant").

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being considered additional rent hereunder.

41. PLATE GLASS INSURANCE: Tenant shall carry and maintain plate glass insurance on the store front windows sufficient to insure both Tenant and Landlord against all damages, losses or claims which shall arise out of the installation, use or maintenance of any plate glass located on or about the Premises whether installed by Landlord or Tenant or any other person or entity.

42. SIGNS, AWNINGS AND CANOPIES: In addition to the terms of Section 3(D) of the Lease, Tenant will not place or suffer to be placed or maintained on any exterior wall of the Premises or on the exterior of the Building, any sign, awning, canopy, advertising kiosk or advertising matter or other things of any kind ("Signage") without first obtaining Landlord's written approval and consent, which consent shall not be unreasonably withheld, conditioned or delayed. No Signage shall be installed without Landlord's prior written approval of Tenant's plans and specifications therefor, including but not limited to size, color, content, method of illumination and method of affixation, which approval shall not be unreasonably withheld, conditioned or delayed. The foregoing notwithstanding, Tenant may install a standard Kilwin's awning over the entry door to the Premises and the maximum Signage on the exterior façade of the Premises permitted by, and in accordance with, applicable Code (hereinafter defined), at Tenant's sole cost and expense, subject to Landlord's reasonable prior approval as to the size, location, appearance and content of the proposed Signage.

Notwithstanding the foregoing or anything herein or in the Lease to the contrary, Tenant shall have the right to (i) place such seasonal advertising on the windows, glass and doors of the Premises, as is approved by Kilwins for all or substantially all franchisees, (ii) use and display the event/point of purchase/seasonal signing, or other signing approved by Kilwins on the interior of the Premises, and (iii) place a "A"-frame signs on the sidewalk, in accordance with applicable Code.

Tenant further agrees to maintain such Signage as may be approved by Landlord in good condition and repair at all times. Tenant, upon vacating the Premises or the removal or alteration of its Signage, shall repair, paint, and/or replace the Building façade, fascia surface, or any other interior or exterior wall or surface to which such Signage is attached. Tenant shall remove birds and birds' nests from any exterior signage of Tenant as necessary. Tenant shall have the right, but not the obligation, at Tenant's sole cost and expense, to remove and replace the building directory signage located on the front of the Premises, to be deemed an "alteration" within the meaning and intent of Paragraph 9 of the Form and part of "Tenant's Work" within the meaning and intent of Paragraph 33.

43. JANITORIAL SERVICES: Tenant acknowledges that Landlord will not provide janitorial or other cleaning services in or to the Premises. Tenant shall be solely responsible for the maintenance and care of the Premises.

44. MAINTENANCE: Tenant shall be responsible for the maintenance, repair and replacement of all plumbing, drains, grease traps and other equipment serving the Premises, specifically including, but not limited to plumbing, cooking ventilation and ductwork, and fire extinguishers. Tenant will keep all doors serving the Premises in a closed position during Tenant's hours of operation and will specifically neither cause nor permit any doors serving the Premises to be propped in an open position during Tenant's hours of operation.

45. FAILURE OF TENANT TO MAINTAIN: In the event Tenant shall fail to maintain or repair as required in this Lease (including without limitation Section 8 of the Lease), Landlord may, after sending to Tenant not less than 30 days prior written notice, via hand delivery or registered or certified mail, postage prepaid, make such repairs as Landlord shall reasonably deem necessary and Tenant shall thereafter pay to Landlord, upon demand as additional rental hereunder, the costs of any such repair plus 15% of the amount of such cost. Notice shall be effective on the earlier of the date delivered or the date deposited in the United States Mail.

46. PLUMBING DRAINS AND WATER DAMAGE: Tenant will not permit any items or fluid to be placed into the drainage system which could clog the sewers and drains of the Premises and will,
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Lease between Klairemont Family Associates, L.P., an Illinois limited partnership ("Landlord"), and JRS Ventures, LLC, an Illinois limited liability company d/b/a Kilwins Chocolates, Fudge and Ice Cream ("Tenant").

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at its own expense, keep all sewers clean and free to drain, including periodic rodding of said drainage system. Tenant shall not act to clog or damage plumbing pipes and shall regularly rod said plumbing lines as necessary. Should Tenant’s actions cause blockages of pipes outside of the Premises, Tenant shall, at Tenant’s expense, free said blockage. Tenant shall be solely responsible for all costs of repairing any damage arising from water leaking from the Premises and will indemnify, hold harmless and defend Landlord from and against any loss, cost (including court costs and reasonable attorneys fees), damage or claim resulting therefrom.

47. GREASE, REFUSE AND TRASH DISPOSAL: Tenant shall, at Tenant’s sole cost and expense, remove all rubbish and debris from the Premises and all rubbish and debris resulting from Tenant’s business. In addition, each night after closing, Tenant shall remove all rubbish and debris resulting from Tenant’s business from the common areas of the Building, at Tenant’s sole cost and expense. Tenant agrees to dump refuse in containers supplied by Tenant, at its sole cost and expense, which shall be placed in the alley, outside of areas violating Evanston fire codes, which Tenant shall keep from overflowing.

Tenant is strictly prohibited from storing, transporting or disposing of any grease and food items in any manner not in compliance with Landlord’s trash removal regulations and/or applicable laws or ordinances or in any sink not served by a working grease trap.

48. PEST CONTROL: Tenant shall, at Tenant’s sole cost and expense, provide professional pest control and abatement not less than once every three months or more frequently, if reasonably deemed necessary by Landlord, and shall, if such becomes necessary due to Tenant’s use of the Premises, provide such service to other tenants of the Building, at Tenant’s sole cost and expense.

49. TELEPHONE EQUIPMENT: Tenant shall be solely responsible for installation, removal, relocation and maintenance of telephone lines and jacks and shall also be solely responsible for installation, maintenance, repair and replacement of all telephone cable from the building switching equipment to the Premises.

50. SUMP PUMP: Landlord shall provide a sump pump (the “Sump Pump”), in good working order and condition, for Tenant’s use in the basement, on the Commencement Date. Tenant shall maintain the Sump Pump, in substantially the same condition as received, wear and tear excepted, at its sole cost and expense.

51. BASEMENT: Tenant shall be allowed the exclusive use of the basement underneath the Premises, provided, that Landlord shall be permitted ingress and egress into the basement and access to the boiler at all reasonable times for maintenance, repair, and, if necessary, replacement of the boiler. Tenant shall, at Tenant’s sole cost and expense, be fully responsible to maintain such basement area, provided, that Tenant shall not be responsible for (i) maintenance, repair and replacement of the boiler, or (ii) any damages (including flooding) relating to or caused by the boiler.

52. APARTMENT COURTYARD/WEST ALLEY: Tenant is strictly prohibited from permitting its patrons, agents, employees, contractors and other business invites to loiter in, or use the apartment courtyard behind the Premises and/or the Building’s west alley for access to and from the Premises, except in connection with (i) the regular removal of rubbish and debris from the Premises, (ii) the performance of the Tenant’s Work, (iii) Tenant’s construction of any approved alterations or additions to the Premises (approved by Landlord), or (iv) such other uses as approved by Landlord.

53. RULES AND REGULATIONS: Landlord may promulgate reasonable Rules and Regulations and from time to time supplement or amend said Rules and Regulations with respect to the use of the Common Area and/or Common Facilities and upon notice thereof, Tenant agrees to comply with and observe the same. Tenant’s failure to keep and observe said Rules and Regulations shall constitute a breach of the terms of this Lease in the same manner as if they were contained herein as covenants. In no event shall Landlord make any rules or regulations which shall prohibit Tenant from operating a fast food restaurant in the Premises.

3999338/916337.002
54. GOVERNMENTAL REQUIREMENTS: Landlord makes no representations relative to the permissibility of Tenant’s Use under applicable zoning and other municipal ordinances, codes, rules and regulations (collectively, the “Codes”). Tenant acknowledges that it has thoroughly reviewed the Codes and has determined that the Use is permissible thereunder.

55. HAZARDOUS MATERIALS. In the event a government agency, having proper jurisdiction under applicable federal or state environmental laws or regulations (collectively, the “Laws”), inspects the Premises, as a condition of Tenant’s occupancy, and deems “Hazardous Materials” (hereinafter defined), which were introduced to the Premises prior to the Commencement Date, continue to be present in violation of such Laws, then Landlord will, at its sole cost and expense, exercise due diligence to substantially remedy the issue such that the Premises is in compliance with such Laws. “Hazardous Materials” shall mean any hazardous, toxic or dangerous waste substance or material defined as such pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. S0601, et seq.).

56. EVIDENCE OF ORGANIZATION AND AUTHORITY: Tenant will provide Landlord, within 15 days after its execution of this Lease, with proof satisfactory to Landlord that: (a) Tenant is duly organized and in good standing under the laws of the State of Illinois, including but not limited to a copy of the Certificate of Organization; and (b) the undersigned has proper authority to execute this Lease on behalf of Tenant. Failure to comply with this paragraph will constitute a default under the Lease. In addition, Landlord will have a continuing option to cancel this Lease, upon notice to Tenant, until Tenant complies with this paragraph.

57. REVISED PROVISION OF LEASE: Section 3(B) of the Form is hereby deleted in its entirety and replaced with the following:

[B]. Tenant’s Operating Covenants. Tenant shall keep the Premises open for business during such hours as are reasonably acceptable to Landlord and Tenant except when prevented from doing so by strikes, fires, casualties and other causes beyond Tenant’s reasonable control and except for reasonable periods during repair, alterations and cleaning. In addition, Tenant shall keep its store front lighted during such other hours as reasonably requested by Landlord.”

58. CONSENT TO TRANSFER: Notwithstanding anything to the contrary in this Lease, Tenant may transfer all or part of its interest in this Lease or all, but not part of the Premises (a “Permitted Transfer”) to the following types of entities (a “Permitted Transferee”) without the written consent of Landlord or the payment of any fees, costs or other consideration to Landlord, but with thirty days advance written notice to Landlord: (i) any person or entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Tenant; (ii) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity in which or with which Tenant, or its corporate successors or assigns, is merged, reorganized (other than in a bankruptcy context) or consolidated, in accordance with applicable statutory provisions governing merger and consolidation of business entities; (iii) Kilwins or Kilwins’ designee or any other franchisee or licensee approved by Kilwins and Landlord; or (iv) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity acquiring all or substantially all of Tenant’s assets or ownership interests. Following the assignment of the Lease to a Permitted Transferee, Tenant shall remain liable for the performance of any obligations of Tenant hereunder. The Permitted Transferee shall comply with all of the terms and conditions of this Lease. No later than ten days after the effective date of any Permitted Transfer, Tenant agrees to furnish Landlord with (w) copies of the instrument effecting the Permitted Transfer, (x) documentation establishing Tenant’s satisfaction of the requirements set forth above applicable to any such Permitted Transfer, (y) evidence of insurance as required under this Lease with respect to the Permitted Transferee, and (z) information, sufficient to Landlord in its reasonable judgment, to assist Landlord in identifying, serving notices upon and contacting, in the event of emergency, the Permitted Transferee. Any subsequent transfer by a Permitted Transferee shall be subject to the terms of this Section. In the event of a Permitted Transfer by Tenant to Kilwins,
Lease between Klairemont Family Associates, L.P., an Illinois limited partnership ("Landlord"), and JRS Ventures, LLC, an Illinois limited liability company d/b/a Kilwins Chocolates, Fudge and Ice Cream ("Tenant").

Dated: March 13, 2018

Kilwins shall have the option to exercise any renewal options provided under this Lease or otherwise succeed to Tenant’s rights under this Lease in the event Tenant fails to exercise any of its renewal options.

59. LEASE AMENDMENT: If requested by Tenant, Landlord will promptly execute Kilwin’s standard form of Lease Amendment, a copy which is attached as Exhibit B hereto.

60. CONFLICT: In the event any of the terms contained in the Lease form to which this Rider is attached shall conflict with any of the terms contained in this Rider, the terms of this Rider shall control.

LANDLORD:
Klairemont Family Associates, L.P.,
an Illinois limited partnership
By: Klairemont Brothers, Inc., an Illinois Corporation, General Partner

By: Alfred M. Klairemont, President

TENANT:
JRS Ventures, LLC, an Illinois limited liability company

By: Jeff Schneider, Manager
Kilwins® is a favorite American Destination!

Kilwins operates out of a unique storefront, offering Hand-Crafted Chocolates, Original Recipe Ice Cream, Made-in-Store Fudge and Caramel Apples, Brittles and Caramel Corn, and other confections that deliver a celebratory “Americana” experience! Our new concept stores are developed to the advantage of the site and the area, and everything we feature, from the ceiling to the floor, is proprietarily designed by Kilwins, for Kilwins.

Kilwins, 125 stores and growing, is continuously ranked the #1 Candy store by Franchise 500 Entrepreneur Magazine. Kilwins has the unique ability to become part of the community, even as it remains a tourist destination. We are a vacation place, whether that vacation is 2 weeks away from home, or a 15 minute break from work or a casual night out. Every location is unique, and we strive to fit into the community in which we live. The store is operated and staffed by local residents, and we can tailor our inventory of over a thousand confections to the 3 to 4 hundred needed to fill the store with local favorites.

The Concept  Since 1947, Kilwins Chocolates, Fudge & Ice Cream has been a celebrated part of Americana having earned a reputation for a heritage of high-quality products and excellent service. We support our growth through a successful community of caring franchise owner-operators, and continue to offer the finest quality traditional confections and ice cream, many of which are made right in-store, with premium ingredients and from original recipes.

Site Requirements  Kilwins stores must be near entertainment venues, movie theaters, restaurants, hospitals, universities and high-end retail shopping districts. Areas that serve as a “mini vacation” with pedestrian traffic enjoying themselves or vacation resort areas are all good considerations.

- Prime location of any historic, restored downtown or resort district considered.
- High pedestrian foot traffic, high visibility and access needed.
- Upscale retail streetscapes, historic & tourist areas and entertainment venues are ideal.
- Mixed-use retail is considered.
- 1,200 to 1,500 square feet is preferred.

Kilwins® is a favorite American Destination!
Kilwins® has over 125 franchises, each with their own unique personalities.

Kilwins® New Orleans, LA
“The Big Easy” French Quarter historic charm & architecture.

Kilwins® Hot Springs, AR
A cozy day-trippers southern resort spa-like destination.

Kilwins® Babylon, NY
Suburban small-town Long Island venue with NYC backdrop.
Kilwins® Branson, MO
A warm & cozy store close to country entertainment.

Kilwins® Key West, FL
Breezy & beachy, yet upscale on iconic Duval Street.

Kilwins® Port Jefferson, NY
A year-round & summer residential charmer, on Long Island Sound.
Kilwins® Boulder, CO
Hip, urban, young & vibrant pedestrian town center.

Kilwins® Geneva, IL
Urban sophistication in Chicagoland.

Kilwins® Baltimore-Fells Point, MD
Authentic American historic Baltimore wharf location.
Kilwins® Hilton Head, SC
Old plantation style architecture meets tourist destination.

Kilwins® Grand Haven, MI
Lake Michigan tourist “haven” is a centerpiece in town.

Kilwins® Charlottesville, VA
Southern hospitality in a boutique restored downtown.
Kilwins® Little Rock, AR
New, bustling downtown urban development.

Kilwins® Columbus, GA
Chic rehabilitated & restored downtown store.

Kilwins® Clearwater Beach, FL
Floridian beachfront confectionary local charmer.
Let us customize a Kilwins store to YOUR location and venue!

Kilwins® Alexandria, VA
Important Federal architecture, near Washington, DC.

Kilwins® Wheaton, IL
Suburban/urban loft in Chicagoland downtown.

Kilwins® St. Charles, MO
Historic stone & beam, with Mississippi River access.
Kilwins® features 32 flavors of our “Original Recipe” Ice Cream in every store, from old classics like Vanilla, Chocolate and Strawberry, to new favorites like our best-selling Sea-Salt Caramel, Turtle and Mackinac Island Fudge. Available in our baked-fresh waffle cones and bowls, in specialty sundaes and cups, and as take-it-home hand-packed quarts, our Ice Cream is the best, using premium local ingredients and time-tested recipes. In a shake, sundae, cone or cup, our customers agree that our Ice Cream is the best they’ve ever tasted.
Kilwins® Heritage Chocolates

Well-loved for decades, Kilwins® Chocolates hold the distinction of being made in America, hand-crafted in our Factory Kitchen in Petoskey, MI. Kilwins® is unique in that we are a first-rate CHOCOLATEER, not just a company that purchases chocolate made by others and dips or reformulates the chocolate to create a product line. We make hundreds of products using our unique Kilwins® Heritage Chocolate, from Truffles, Family Assortments and Sea-Salt Caramels (with our very own caramel, too!) and we use our own chocolate in made-in-store recipes, too!

Kilwins® Made-In-Store Confections

At every Kilwins® locations, we make hundreds of items fresh, using the same copper kettles and marble slab tables we used 70 years ago. From a dozen varieties of our famous Fudge to our signature Caramel Apples to our best-selling Brittle and Caramel Corn to our Chocolate-Dipped Confections, all our made-in-store items are hand-crafted right before your eyes, made fresh every day. The sights, sounds, smells, touches and tastes of Kilwins® make us “Sweet in every Sense since 1947”!
From Toppings and Ice Cream quarts, to hundreds of confections, Kilwins® offers a full selection of our very best, most iconic items to take home, including Sea-Salt caramels and Sea Foam, Kilwins® Salt Water Taffy Chews, bags of our famous Brittles and Caramel Corns, and our hand-crafted Chocolates. Available wrapped and ready or custom packed with your favorites, Kilwins® offers a unique experience that can be taken home as a gift, or as a welcome reminder of a special day or even as part of a family celebration.
1. All work shall be performed in accordance with all applicable local, federal, state, and national codes and ordinances and all authorities having jurisdiction of the work.

2. Any discrepancies in plan or dimensions are to be reported to the job superintendent before proceeding with the work.

3. The general contractor shall familiarize himself with the contract documents and all conditions which might affect work. The contractor shall notify the architect of any changes or modifications before proceeding with the work.

4. All restroom walls shall be insulated.

5. All walls shall be finished with approved fire retardant materials.

6. All windows shall be installed in accordance with the approved details.

7. Keying system to be coordinated with owner/tenant.

8. All doors in connection with egress shall be arranged so as to be readily opened.

9. All electrical installations shall be in a neat and skillful manner, with all components operating.

10. Roof drain systems shall be installed in accordance with the approved details.

11. All wall penetrations through attic, floor, and exterior wall members are to be draftstopped with approved fire retardant materials.

12. Ramps shall be installed in accordance with the approved details.

13. Smoke detectors shall be installed in all areas required by local codes.

14. Fire extinguishers shall be installed in all areas required by local codes.

15. Fire alarm systems shall be installed in accordance with the approved details.

16. Restroom signage shall be provided on wall adjacent to latch side of door.

17. Bottled water shall be provided in lieu of drinking fountain as per Illinois Accessibility Code.

18. All overhead doors shall be provided with operating instructions.

19. All interior doors shall be provided with hardware suitable for the intended use.

20. Maintenance of all equipment shall be performed in accordance with the manufacturer's specifications.

21. All plumbing fixtures shall be installed in accordance with the approved details.

22. All mechanical systems shall be installed in accordance with the approved details.

23. All electrical systems shall be installed in accordance with the approved details.

24. All HVAC systems shall be installed in accordance with the approved details.

25. All air conditioning systems shall be installed in accordance with the approved details.

26. All fire protection systems shall be installed in accordance with the approved details.

27. All sprinkler systems shall be installed in accordance with the approved details.

28. All building automation systems shall be installed in accordance with the approved details.

29. All accessibility features shall be installed in accordance with the approved details.

30. All finishes shall be installed in accordance with the approved details.

31. All equipment shall be installed in accordance with the approved details.

32. All plumbing shall be installed in accordance with the approved details.

33. All electrical shall be installed in accordance with the approved details.

34. All HVAC shall be installed in accordance with the approved details.

35. All air conditioning shall be installed in accordance with the approved details.

36. All fire protection shall be installed in accordance with the approved details.

37. All sprinkler shall be installed in accordance with the approved details.

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75. All air conditioning shall be installed in accordance with the approved details.

76. All fire protection shall be installed in accordance with the approved details.

77. All sprinkler shall be installed in accordance with the approved details.

78. All building automation shall be installed in accordance with the approved details.

79. All accessibility features shall be installed in accordance with the approved details.

80. All finishes shall be installed in accordance with the approved details.
2200 Main St.

Recommendation to ZBA
This map is not a plat of survey. This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.
This map is not a plat of survey. This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.

Copyright 2018 City of Evanston
SITE PLAN

1" = 20'-0"

Based on Plat of Survey by W.R. Gillette & Co.
Scanned 8/19/2016, Recorded December 19, 1946
March 14, 2016

DonnaLee M. Floeter AIA
Architect
226 Grey Avenue
Evanston, Illinois 60202
P 847.332.7444     Donna.lee.floeter@gmail.com

Addition for New Gross Motor Play Area
Infant Welfare Society of Evanston
2200 Main Street
Evanston, Illinois 60202
Lot 1 and 2 in Block 2 (except the West 5.0 feet of said Lots) in Taylor's Subdivision of the North 1/2 of the Middle 1/2 of the North 1/2 of the Southwest 1/4 of Section 24, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as:

2200 MAIN STREET, EVANSTON, ILLINOIS
# ZONING ANALYSIS REVIEW SHEET

**APPLICATION STATUS:** June 21, 2018  
**RESULTS OF ANALYSIS:** Non-Compliant

| Z.A. Number: 18ZONA-0103 | Purpose: Preservation  
|---------------------------|------------------|
| Address: 2200 MAIN ST | District: R2  
| Applicant: Donnalee Floeter | Overlay:  
| Phone: | Reviewer: Torrence Gardner  

**THIS APPLICATION PROPOSES (select all that apply):**
- New Principal Structure
- New Accessory Structure
- Addition to Structure
- Alteration to Structure
- Retention of Structure
- Change of Use
- Retention of Use
- Plat of Resubdiv./Consol.
- Business License
- Home Occupation

**ANALYSIS BASED ON:**
- Plans Dated:  
- Prepared By:  
- Survey Dated: December 18, 2018

**Proposal Description:**
Addition is triggering a special use

---

## ZONING ANALYSIS

### RESIDENTIAL DISTRICT CALCULATIONS

<table>
<thead>
<tr>
<th>Proposed</th>
<th>Standard</th>
<th>Existing</th>
<th>Addtn. to Bldg Lot Cov.</th>
<th>Total Paver Area</th>
<th># Open Required Spaces</th>
<th>Paver Regulatory Area</th>
<th>Open Parking Debit (Add 200sqft/open space)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

### PRINCIPAL USE AND STRUCTURE

<table>
<thead>
<tr>
<th>USE: Day Care Ctr-Child</th>
<th>Proposed</th>
<th>Standard</th>
<th>Existing</th>
<th>Determination</th>
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<tbody>
<tr>
<td>Minimum Lot Width (LF)</td>
<td>35</td>
<td>165.97</td>
<td>165.95</td>
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<tr>
<td>Minimum Lot Area (SF)</td>
<td>5,000 sqft</td>
<td>16597</td>
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### Dwelling Units

<table>
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<tr>
<th>Comments:</th>
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</table>

### Rooming Units

<table>
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<th>Comments:</th>
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</table>

### Building Lot Coverage (SF) (defined, including subtractions& additions):

<table>
<thead>
<tr>
<th>Building Lot Coverage</th>
<th>Proposed</th>
<th>Standard</th>
<th>Existing</th>
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</thead>
<tbody>
<tr>
<td>9128.35</td>
<td>5874</td>
<td>35.39193830210279%</td>
<td>39.308308730493465%</td>
</tr>
</tbody>
</table>

**LF:** Linear Feet  
**SF:** Square Feet  
**FT:** Feet
<table>
<thead>
<tr>
<th></th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Impervious Surface Coverage</strong></td>
<td>9128.35</td>
<td>11920</td>
<td>11920</td>
<td></td>
</tr>
<tr>
<td><strong>Impervious Surface Coverage (SF, %)</strong></td>
<td>71.8202084714105%</td>
<td>11920</td>
<td>11920</td>
<td></td>
</tr>
</tbody>
</table>

**Comments:**

- **Accessory Structure**
  - Rear Yard Coverage: 40% of rear yard

**Gross Floor Area (SF)**

**Use:**

**Comments:**

**Height (FT)**

**Comments:**

**Front Yard(1) (FT)**

**Direction:**

**Street:**

**Comments:**

**Front Yard(2) (FT)**

**Direction:**

**Street:**

**Comments:**

**Street Side Yard (FT)**

**Direction:**

**Street:**

**Comments:**

**Interior Side Yard(1) (FT)**

**Direction:**

**Comments:**

**Interior Side Yard(2) (FT)**

**Direction:**

**Comments:**

**Rear Yard (FT)**

**Direction:**

**Comments:**

---

**ACCESSORY USE AND STRUCTURE**

**Use (1)**

<table>
<thead>
<tr>
<th>Use (1)</th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
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</thead>
<tbody>
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</tbody>
</table>

**Permitted Districts:**

**Comments:**

**Permitted Required Yard:**

**Comments:**

**Additional Standards:**

**Comments:**

**Height (FT)**

Flat or mansard roof 14.5', ot

**Comments:**
### Standard Existing Proposed Determination

| Distance from Principal Building: | 10.00' | | | |
| Comments: | | | | |

### Front Yard(1A) (FT)
- **Direction:**
- **Street:**
- **Comments:**

### Front Yard(1B) (FT)
- **Direction:**
- **Street:**
- **Comments:**

### Street Side Yard (FT)
- **Direction:** W
- **Street:** Pitner Alley
- **Comments:**

### Interior Side Yard(1A) (FT)
- **Direction:**
- **Comments:**

### Interior Side Yard(1B) (FT)
- **Direction:**
- **Comments:**

### Rear Yard (FT)
- **Direction:**
- **Comments:**

### ACCESSORY USE AND STRUCTURE 2

<table>
<thead>
<tr>
<th>Use(2): ACCESSORY USE AND STRUCTURE 2</th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
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<td>Permitted Districts:</td>
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<tr>
<td>Comments:</td>
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<tr>
<td>Permitted Required Yard:</td>
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<tr>
<td>Comments:</td>
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<tr>
<td>Additional Standards:</td>
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<tr>
<td>Comments:</td>
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<tr>
<td>Height (FT)</td>
<td>Flat or mansard roof 14.5', ot</td>
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<tr>
<td>Comments:</td>
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<tr>
<td>Distance from Principal Building:</td>
<td>10.00'</td>
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<td>Comments:</td>
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</table>

### Front Yard(2A) (FT)
- **Direction:**
- **Street:**
- **Comments:**

LF: Linear Feet   SF: Square Feet   FT: Feet
<table>
<thead>
<tr>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
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<tbody>
<tr>
<td><strong>Front Yard (2B) (FT)</strong></td>
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<tr>
<td>Direction:</td>
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<tr>
<td>Street:</td>
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<tr>
<td>Comments:</td>
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<tr>
<td><strong>Street Side Yard (FT)</strong></td>
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<td>Direction:</td>
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<td>Street:</td>
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<td>Comments:</td>
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<tr>
<td><strong>Interior Side Yard (2A) (FT)</strong></td>
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<td>Direction:</td>
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<td>Comments:</td>
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<tr>
<td><strong>Interior Side Yard (2B) (FT)</strong></td>
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<td>Direction:</td>
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<td>Comments:</td>
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<tr>
<td><strong>Rear Yard (FT)</strong></td>
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<td>Direction:</td>
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<td>Comments:</td>
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**COMMENTS AND/OR NOTES**

Analysis Comments

**RESULTS OF ANALYSIS**

Results of Analysis: This Application is **Non-Compliant**

Site Plan & Appearance Review Committee approval is: **Not Required**

See attached comments and/or notes.

**Torrence Gardner**

7/18/2018

SIGNATURE   DATE
1. PROPERTY

Address: 2200 MAIN ST.
Permanent Identification Number(s):
PIN 1: 10-24-301-019-0000
PIN 2: [Redacted]
(Note: An accurate plat of survey for all properties that are subject to this application must be submitted with the application.

2. APPLICANT

Name: DONNALEE FLOETER, ARCHITECT
Organization:
Address: 826 GREY AVE.
City, State, Zip: EVANSTON IL 60202
Phone: Work: 847-322-7484 Home:__________ Cell/Other:__________ Fax: Work:__________ Home:__________ E-mail: DONNALEE.FLOETER@GMAIL.COM

What is the relationship of the applicant to the property owner?

☐ same ☐ builder/contractor
☐ architect ☐ attorney ☐ potential purchaser
☐ officer of board of directors ☐ lessee ☐ potential lessee
☐ other: __________________________

3. PROPERTY OWNER (Required if different than applicant. All property owners must be listed and must sign below.)

Name(s) or Organization: INFANT WELFARE SOCIETY OF EVANSTON
Address: 2200 MAIN STREET
City, State, Zip: EVANSTON IL 60202
Phone: Work: 847-491-9650 Home:__________ Cell/Other:__________ Fax: Work:__________ Home:__________ E-mail: STEPHENVICK@IWSE.ORG

"By signing below, I give my permission for the Applicant named above to act as my agent in all matters concerning this application. I understand that the Applicant will be the primary contact for information and decisions during the processing of this application, and I may not be contacted directly by the City of Evanston. I understand as well that I may change the Applicant for this application at any time by contacting the Zoning Office in writing."

Signature of Property Owner(s) — REQUIRED

Date: 7/18/18

4. SIGNATURE

"I certify that all of the above information and all statements, information and exhibits that I am submitting in conjunction with this application are true and accurate to the best of my knowledge."

Signature of Applicant — REQUIRED

Date: 7/18/2018
5. REQUIRED DOCUMENTS AND MATERIALS

The following are required to be submitted with this application:

☑ (This) Completed and Signed Application Form
☑ Plat of Survey Date of Survey: 12/12/1998
☑ Project Site Plan Date of Drawings: 3/19/2018
☑ Plan or Graphic Drawings of Proposal (If needed, see notes)
☑ Non-Compliant Zoning Analysis
☐ Proof of Ownership Document Submitted: ______________________________________
☑ Application Fee Amount $600.00

Notes: Incomplete applications will not be accepted. Although some of these materials may be on file with another City application, individual City applications must be complete with their own required documents.

Plat of Survey
(1) One copy of plat of survey, drawn to scale, that accurately reflects current conditions.

Site Plan
(1) One copy of site plan or floor plans, drawn to scale, showing all dimensions.

Plan or Graphic Drawings of Proposal
A Special Use application requires graphic representations for any elevated proposal—garages, home additions, roofed porches, etc. Applications for a/c units, driveways, concrete walks do not need graphic drawings; their proposed locations on the submitted site plan will suffice.

Proof of Ownership
Accepted documents for Proof of Ownership include: a deed, mortgage, contract to purchase, closing documents (price may be blacked out on submitted documents).
• Tax bill will not be accepted as Proof of Ownership.

Non-Compliant Zoning Analysis
This document informed you that the proposed change of use is non-compliant with the Zoning Code and requires a variance.

Application Fee
The application fee depends on your zoning district (see zoning fees). Acceptable forms of payment are: Cash, Check, or Credit Card.
6. PROPOSED PROJECT

A. Briefly describe the proposed Special Use:

TO CONSTRUCT A ONE STORY ADDITION TO EXISTING DAY CARE CENTER
OF APPROX 650 SQUARE FEET, TO CREATE INDOOR OPEN PLAY SPACE
OVER EXISTING WOOD PLASTIC DECK AREA. SPECIAL USE VARIANCE IS
NEEDED AS THE EXISTING USE OF THE BUILDING IS A DAY CARE CENTER
AND THE PROPERTY IS ZONED R-2.

APPLICANT QUESTIONS

a) Is the requested special use one of the special uses specifically listed in the Zoning Ordinance?
What section of the Zoning Ordinance lists your proposed use as an allowed special use in the zoning
district in which the subject property lies? (See Zoning Analysis Review Sheet)

YES. "DAY CARE CENTER - CHILD" IS A LISTED SPECIAL USE
IN SECTION 6-B-3-3 FOR THE R-2 DISTRICT

b) Will the requested special use interfere with or diminish the value of property in the neighborhood?
Will it cause a negative cumulative effect on the neighborhood?

THIS BUILDING HAS BEEN SERVING AS A CHILD DAY CARE
CENTER FOR OVER 40 YEARS. THE PROPOSED ADDITION
WILL NOT CHANGE THE USE, NOR WILL IT CAUSE ANY INCREASE
IN NUMBER OF STUDENTS OR EMPLOYEES. THE TOTAL SQUARE FOOTAGE
COVERED BY IMPERVIOUS SURFACES WILL NOT CHANGE.

c) Will the requested special use be adequately served by public facilities and services?

THE PROPOSED ADDITION WILL NOT INCREASE USE OF WATER/Sewer, AS
NOTED, THERE IS NO INCREASE IN NUMBER OF STUDENTS OR
EMPLOYEES.
d) Will the requested special use cause undue traffic congestion?

Again as noted, there will be no increase in number of students or employees. The location of the addition on the west side over an existing impervious area, will not impact ability of cars entering or leaving the existing parking lot, or restrict any access to adjacent public alley.

e) Will the requested special use preserve significant historical and architectural resources?

There are no significant historical or architectural resources present.

f) Will the requested special use preserve significant natural and environmental features?

There are no significant natural and environmental features present.

g) Will the requested special use comply with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation?

The proposed addition will comply with lot coverage and impervious surfaces limits, and will comply with required setbacks except on the west side where we are requesting a variance.
City of Evanston
DISCLOSURE STATEMENT

(This form is required for all Major Variances and Special Use Applications)

The Evanston City Code, Title 1, Chapter 18, requires any persons or entities who request the City Council to grant zoning amendments, variations, or special uses, including planned developments, to make the following disclosures of information. The applicant is responsible for keeping the disclosure information current until the City Council has taken action on the application. For all hearings, this information is used to avoid conflicts of interest on the part of decision-makers.

1. If applicant is an agent or designee, list the name, address, phone, fax, and any other contact information of the proposed user of the land for which this application for zoning relief is made: Does not apply.

   JWSE - Stephen Vick, Exec. Director
   2200 Main Street
   Evanston, IL 60202
   847-421-9650

2. If a person or organization owns or controls the proposed land user, list the name, address, phone, fax, and any other contact information of person or entity having constructive control of the proposed land user. Same as number ✓ above, or indicated below. (An example of this situation is if the land user is a division or subsidiary of another person or organization.)

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

3. List the name, address, phone, fax, and any other contact information of person or entity holding title to the subject property. Same as number ✓ above, or indicated below.

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

4. List the name, address, phone, fax, and any other contact information of person or entity having constructive control of the subject property. Same as number ✓ above, or indicated below.

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
If Applicant or Proposed Land User is a Corporation

Any corporation required by law to file a statement with any other governmental agency providing substantially the information required below may submit a copy of this statement in lieu of completing a and b below.

a. Names and addresses of all officers and directors.

Stephen Vick 847-491-9650

Exe. Director 773-401-2204 cell

Stephen.vick@IWSE.org

X and See Attached

b. Names, addresses, and percentage of interest of all shareholders. If there are fewer than 33 shareholders, or shareholders holding 3% or more of the ownership interest in the corporation or if there are more than 33 shareholders.

IWSE is a 501(c)(3) nonprofit with no shareholders.

If Applicant or Proposed Land User is not a Corporation

Name, address, percentage of interest, and relationship to applicant, of each partner, associate, person holding a beneficial interest, or other person having an interest in the entity applying, or in whose interest one is applying, for the zoning relief.
1. PROPERTY

Address: 2200 MAIN ST.
Permanent Identification Number(s):
PIN 1: 10243010190000 PIN 2: 
(Note: An accurate plat of survey for all properties that are subject to this application must be submitted with the application.)

2. APPLICANT

Name: DONNALEE FLEETER, ARCHITECT
Organization:
Address: 820 GREY AVE
City, State, Zip: EVANSTON IL 60202
Phone: Work: 847-822-7484 Home: Cell/Other:
Fax: Work: Home: E-mail: DONNALEE.FLEETER@GMAIL.COM

What is the relationship of the applicant to the property owner?

☐ same ☐ builder/contractor ☐ potential purchaser ☐ potential lessee
☐ architect ☐ attorney ☐ lessee ☐ real estate agent
☐ officer of board of directors ☐ other:

3. PROPERTY OWNER (Required if different than applicant. All property owners must be listed and must sign below.)

Name(s) or Organization: INFANT WELFARE SOCIETY OF EVANSTON
Address: 2200 MAIN ST
City, State, Zip: EVANSTON IL 60202
Phone: Work: 847-491-9610 Home: Cell/Other: 773-401-2764
Fax: Work: Home: E-mail: StepMVick@IWSCE.org

"By signing below, I give my permission for the Applicant named above to act as my agent in all matters concerning this application. I understand that the Applicant will be the primary contact for information and decisions during the processing of this application, and I may not be contacted directly by the City of Evanston. I understand as well that I may change the Applicant for this application at any time by contacting the Zoning Office in writing."

Signed: [Signature]
Date: 7/18/18

Property Owner(s) Signature(s) — REQUIRED

4. SIGNATURE

"I certify that all of the above information and all statements, information and exhibits that I am submitting in conjunction with this application are true and accurate to the best of my knowledge."

Applicant Signature — REQUIRED
Date: 7/18/2018
5. REQUIRED DOCUMENTS AND MATERIALS

The following are required to be submitted with this application:

- ✔ Completed and Signed Application Form
- ✔ Plat of Survey  
  Date of Survey: 12/18/1998
- ✔ Project Site Plan  
  Date of Drawings: 3/19/2018
- ✔ Plan or Graphic Drawings of Proposal (if needed, see notes)
- ✔ Non-Compliant Zoning Analysis
- ☐ Proof of Ownership  
  Document Submitted: __________________
- ✔ Application Fee (see zoning fees)  
  Amount $660.00 plus Deposit Fee $150

Note: Incomplete applications will not be accepted. Although some of these materials may be on file with another City application, individual City applications must be complete with their own required documents.

Plat of Survey
(1) One copy of plat of survey, drawn to scale, that accurately reflects current conditions.

Site Plan
(1) One copy of site plan, drawn to scale, showing all dimensions.

Plan or Graphic Drawings of Proposal
A Major Variance application requires graphic representations for any elevated proposal—garages, home additions, roofed porches, etc. Applications for a/c units, driveways, concrete walks do not need graphic drawings; their proposed locations on the submitted site plan will suffice.

Proof of Ownership
Accepted documents for Proof of Ownership include: a deed, mortgage, contract to purchase, closing documents (price may be blacked out on submitted documents).

- Tax bill will not be accepted as Proof of Ownership.

Non-Compliant Zoning Analysis
This document informed you that the proposed project is non-compliant with the Zoning Code and is eligible to apply for a major variance.

Application Fee
* IMPORTANT NOTE: Except for owner-occupied residents in districts R1, R2 & R3, a separate application fee will be assessed for each variation requested.

The fee application fee depends on your zoning district (see zoning fees). Acceptable forms of payment are: Cash, Check, or Credit Card.
6. PROPOSED PROJECT

A. Briefly describe the proposed project:

**CONSTRUCT A 1-STORY ADDITION TO EXISTING DAY CARE CENTER OF**
**APPROX. 650 SQUARE FEET, TO CREATE INDOOR OPEN PLAY SPACE OVER**
**EXISTING WOOD & PLASTIC DECK AREA**

B. Have you applied for a Building Permit for this project?  **☑ NO ☐ YES**

(Date Applied: ______________________ Building Permit Application #: ______________________)

REQUESTED VARIATIONS

What specific variations are you requesting? For each variation, indicate (A) the specific section of the Zoning Ordinance that identifies the requirement, (B) the requirement (minimum or maximum) from which you seek relief, and (C) the amount of the exception to this requirement you request the City to grant. (See the Zoning Analysis Summary Sheet for your project’s Information)

<table>
<thead>
<tr>
<th>(A) Section</th>
<th>(B) Requirement to be Varied</th>
<th>(C) Requested Variation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ex. “6-8-3-4”)</td>
<td>(ex. “requires a minimum front yard setback of 27 feet”)</td>
<td>(ex. “a front yard setback of 25.25 feet”)</td>
</tr>
<tr>
<td><strong>6-8-3-7</strong></td>
<td><strong>SIDE YARD FOR NON-RESIDENTIAL STRUCTURES IN R-2 IS MIN. 15 FEET</strong></td>
<td><strong>PROPOSED WEST SIDE (ALLEY) SETBACK OF 6.17 FEET</strong></td>
</tr>
</tbody>
</table>

* For multiple variations, see “IMPORTANT NOTE” under “Application Fee & Transcript Deposit” on Page 2.
B. A variation's purpose is to provide relief from specified provisions of the zoning ordinance that may unduly impact property due to the property's particular peculiarity and special characteristics. What characteristics of your property prevent compliance with the Zoning Ordinance requirements?

The existing building was sited on the lot with setbacks as shown, not in compliance with current zoning code. This was the situation when the building was purchased by INSE in the early 1970's.

1. The requested variation will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining (touching or joining at any point, line, or boundary) properties.

The proposed addition is on the west side of the property, adjacent to the alley. Across the alley is a manufacturing use (ward manufacturing). The addition is only one story and will not reduce any supply of light & air to surrounding properties.

2. The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out.

The goal of the addition is to provide indoor open play space while maintaining the size of adjacent classrooms. Size of rooms dictates the maximum number of children served. It would be a great hardship for INSE and for their client families to reduce the number of students.

3. Either...

   (a) the purpose of the variation is not based exclusively upon a desire to extract income from the property, or

   (b) while the granting of the variation will result in additional income to the applicant and while the applicant for the variation may not have demonstrated that the application is not based exclusively upon a desire to extract additional income from the property, the Zoning Board of Appeals or the City Council, depending upon final jurisdiction under §6-3-8-2, has found that public benefits to the surrounding neighborhood and the City as a whole will be derived from approval of the variation, that include, but are not limited to any of the standards of §6-3-6-3.

   INSE is a non-profit child care center. There is no wish or ability to derive or extract income due to the City's approval of this variance request.

4. The alleged difficulty or hardship has not been self-created, if so, please explain.

   As stated above, the building was sited as shown, prior to purchase by INSE in the early 1970's.
5. Have other alternatives been considered, and if so, why would they not work?

A Smaller Addition with Setback Will Not Provide the Needed Square Feet for the Open Play Space and Would Not Allow Needed Modifications to an Adjacent Classroom to Make It Compliant with Building & Safety Codes.

City of Evanston
DISCLOSURE STATEMENT FOR ZONING HEARINGS

(This form is required for all Major Variances and Special Use Applications)

The Evanston City Code, Title 1, Chapter 18, requires any persons or entities who request the City Council to grant zoning amendments, variations, or special uses, including planned developments, to make the following disclosures of information. The applicant is responsible for keeping the disclosure information current until the City Council has taken action on the application. For all hearings, this information is used to avoid conflicts of interest on the part of decision-makers.

1. If applicant is an agent or designee, list the name, address, phone, fax, and any other contact information of the proposed user of the land for which this application for zoning relief is made: Does not apply.

   IWSE-Studios Unit Geometric Director
   200 West Main Street
   Evanston, IL 60202
   (847) 491-9670

2. If a person or organization owns or controls the proposed land user, list the name, address, phone, fax, and any other contact information of person or entity having constructive control of the proposed land user. Same as number X above, or indicated below. (An example of this situation is if the land user is a division or subsidiary of another person or organization.)

   

   

   

3. List the name, address, phone, fax, and any other contact information of person or entity holding title to the subject property. Same as number X above, or indicated below.

   

   

   

Page 5 of 6
4. List the name, address, phone, fax, and any other contact information of person or entity having constructive control of the subject property. Same as number _____ above, or indicated below.

Stephan Vick
Phone: 847-491-9650
Cell: 773-401-2204
Email: StephanVick@IUSE.org

If Applicant or Proposed Land User is a Corporation

Any corporation required by law to file a statement with any other governmental agency providing substantially the information required below may submit a copy of this statement in lieu of completing a and b below.

a. Names and addresses of all officers and directors.

See Attached

b. Names, addresses, and percentage of interest of all shareholders. If there are fewer than 33 shareholders, or shareholders holding 3% or more of the ownership interest in the corporation or if there are more than 33 shareholders.

I use a 501(c)3 non-profit with no shareholders

If Applicant or Proposed Land User is not a Corporation

Name, address, percentage of interest, and relationship to applicant, of each partner, associate, person holding a beneficial interest, or other person having an interest in the entity applying, or in whose interest one is applying, for the zoning relief.
Design and Project Review (DAPR)

348 Custer Avenue

Recommendation to ZBA
This map is not a plat of survey. This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.
A BASEMENT REMODEL FOR THE
LOPEZ RESIDENCE
(INTERIOR WORK ONLY)

OWNER:
GRACIELA LOPEZ
348 CUSTER AVE.
Evanston, IL
60202

CELL: (847)644-1393
graciela.lopez@sbcglobal.net

ZONING AND BUILDING CODE INFORMATION

<table>
<thead>
<tr>
<th>BUILDING CODE:</th>
<th>2012 INTERNATIONAL BUILDING CODE</th>
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<td>MECHANICAL CODE:</td>
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<td>ILLINOIS ACCESSIBILITY, ICC/ANSI A117.1-04 AND ADAAG</td>
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<tr>
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<tr>
<td>SAFETY CODE:</td>
<td>NFPA 101-LIFE</td>
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VENTILATION SCHEDULE

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<th>ORDINANCE REQUIREMENTS</th>
<th>ACTUAL DESIGN</th>
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<td>FLOOR AREA</td>
<td>NATURAL LIGHT &amp; VENT SCHEDULE</td>
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<td></td>
<td>GLASS SQ FT.</td>
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<tr>
<td>NEW LIVING ROOM, DINING</td>
<td>308</td>
<td>6.16</td>
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<tr>
<td>ROOM &amp; KITCHEN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NEW BEDROOM</td>
<td>140</td>
<td>2.8</td>
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MAJOR VARIATION
APPLICATION
CASE #: 18 ZMVU-0060

1. PROPERTY

Address: 348 Custer Ave. EVANSTON, IL 60202
Permanent Identification Number(s):
PIN 1: 111-30-110-028-0000 PIN 2: [Redacted] (Note: An accurate plat of survey for all properties that are subject to this application must be submitted with the application.)

2. APPLICANT

Name: GRATIELA LOPEZ
Organization:
Address: 348 Custer Ave.
City, State, Zip: EVANSTON, IL 60202
Phone: Work: _________ Home: _________ Cell/Other: (847) 644-1393
Fax: Work: _________ Home: _________
E-mail: GRATIELA.LOPEZ@SECEVAGOIL.NET

What is the relationship of the applicant to the property owner?
☐ same ☐ builder/contractor ☐ potential purchaser ☐ potential lessee
☐ architect ☐ attorney ☐ lessee ☐ real estate agent
☐ officer of board of directors ☐ other:

3. PROPERTY OWNER (Required if different than applicant. All property owners must be listed and must sign below.)

Name(s) or Organization: SAME
Address:
City, State, Zip:
Phone: Work: _________ Home: _________ Cell/Other:
Fax: Work: _________ Home: _________
E-mail: 

"By signing below, I give my permission for the Applicant named above to act as my agent in all matters concerning this application. I understand that the Applicant will be the primary contact for information and decisions during the processing of this application, and I may not be contacted directly by the City of Evanston. I understand as well that I may change the Applicant for this application at any time by contacting the Zoning Office in writing."

X Gratielo Lopez
Property Owner(s) Signature(s) – REQUIRED 5/29/18
Date

4. SIGNATURE

"I certify that all of the above information and all statements, information and exhibits that I am submitting in conjunction with this application are true and accurate to the best of my knowledge."

X Gratielo Lopez
Applicant Signature – REQUIRED 5/29/18
Date
6. PROPOSED PROJECT

A. Briefly describe the proposed project:

CONVERT EXISTING BASEMENT TO A DWELLING UNIT (ONE BEDROOM)
FOR A TOTAL OF 3 DWELLING UNITS (MULTI-FAMILY BUILDING)

B. Have you applied for a Building Permit for this project? ☐ NO ☑ YES
(Date Applied: 1/6/2018 Building Permit Application #: 19INTC-0044)

REQUESTED VARIATIONS

What specific variations are you requesting? For each variation, indicate (A) the specific section of the Zoning Ordinance that identifies the requirement, (B) the requirement (minimum or maximum) from which you seek relief, and (C) the amount of the exception to this requirement you request the City to grant.
(See the Zoning Analysis Summary Sheet for your project’s information)

<table>
<thead>
<tr>
<th>(A) Section</th>
<th>(B) Requirement to be Varied</th>
<th>(C) Requested Variation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ex. “6-8-3-4”)</td>
<td>(ex. “requires a minimum front yard setback of 27 feet”)</td>
<td></td>
</tr>
<tr>
<td>6.8.7.4.D</td>
<td>IN THE R-5 ZONING DISTRICT, THE MIN.</td>
<td>APPROXIMATE 4,000 SF</td>
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<tr>
<td></td>
<td>LOT SIZE FOR A DWELLING MULTI-FAMILY</td>
<td>PROPOSED EXISTING</td>
</tr>
<tr>
<td></td>
<td>IS 1500 SF PER DWELLING [ \frac{1500 \times 3}{1500 \times 3} = 4,500 \text{ SF} ]</td>
<td></td>
</tr>
</tbody>
</table>

* For multiple variations, see “IMPORTANT NOTE” under “Application Fee & Transcript Deposit” on Page 2.

2

<table>
<thead>
<tr>
<th>6.8.7.5.D</th>
<th>MIN. REQUIRED LOT WIDTH FOR A MULTI-FAMILY DWELLING IS 50’</th>
<th>33’ EXISTING LOT WIDTH PROPOSED</th>
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3

<table>
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<th>6.16.3.5</th>
<th>4 EFF. ST. PARKING SPACES REQUIRED</th>
<th>3 EXIST, PROPOSED</th>
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<tbody>
<tr>
<td>Table 16.B</td>
<td></td>
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</tbody>
</table>
B. A variation's purpose is to provide relief from specified provisions of the zoning ordinance that may unduly impact property due to the property's particular peculiarity and special characteristics. What characteristics of your property prevent compliance with the Zoning Ordinance requirements?

1. The requested variation will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining (touching or joining at any point, line, or boundary) properties.

   none at all

2. The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out.

3. Either...
   (a) the purpose of the variation is not based exclusively upon a desire to extract income from the property, or
   (b) while the granting of the variation will result in additional income to the applicant and while the applicant for the variation may not have demonstrated that the application is not based exclusively upon a desire to extract additional income from the property, the Zoning Board of Appeals or the City Council, depending upon final jurisdiction under §6-3-8-2, has found that public benefits to the surrounding neighborhood and the City as a whole will be derived from approval of the variation, that include, but are not limited to any of the standards of §6-3-6-3.

4. The alleged difficulty or hardship has not been self-created, if so, please explain.

   NO
5. Have other alternatives been considered, and if so, why would they not work?

<table>
<thead>
<tr>
<th>No. Existing Lot Site</th>
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City of Evanston

DISCLOSURE STATEMENT FOR ZONING HEARINGS

(This form is required for all Major Variances and Special Use Applications)

The Evanston City Code, Title 1, Chapter 18, requires any persons or entities who request the
City Council to grant zoning amendments, variations, or special uses, including planned developments,
to make the following disclosures of information. The applicant is responsible for keeping the disclosure
information current until the City Council has taken action on the application. For all hearings, this
information is used to avoid conflicts of interest on the part of decision-makers.

1. If applicant is an agent or designee, list the name, address, phone, fax, and any other contact
information of the proposed user of the land for which this application for zoning relief is made:

   Does not apply.

   N/A

2. If a person or organization owns or controls the proposed land user, list the name, address, phone,
   fax, and any other contact information of person or entity having constructive control of the proposed
   land user. Same as number 1 above, or indicated below. (An example of this situation is if the
   land user is
   a division or subsidiary of another person or organization.)

   Owner links in BLP

   N/A

3. List the name, address, phone, fax, and any other contact information of person or entity holding title
to the subject property. Same as number 1 above, or indicated below.

   N/A
4. List the name, address, phone, fax, and any other contact information of person or entity having constructive control of the subject property. Same as number ___ above, or indicated below.

N/A

If Applicant or Proposed Land User is a Corporation

Any corporation required by law to file a statement with any other governmental agency providing substantially the information required below may submit a copy of this statement in lieu of completing a and b below.

a. Names and addresses of all officers and directors.

b. Names, addresses, and percentage of interest of all shareholders. If there are fewer than 33 shareholders, or shareholders holding 3% or more of the ownership interest in the corporation or if there are more than 33 shareholders.

N/A

If Applicant or Proposed Land User is not a Corporation

Name, address, percentage of interest, and relationship to applicant, of each partner, associate, person holding a beneficial interest, or other person having an interest in the entity applying, or in whose interest one is applying, for the zoning relief.

N/A
June 25th, 2018

To whom it may concern:

I am 64 years old and have lived in Evanston for 30 years. I really enjoy being part of an active community.

Evanston is a community that tries to help its population through organizations. I admire the foundations with so many volunteers to help others just out of their goodness of their hearts.

I had the opportunity to be a member of the XV Evanston Foundation and the president of the Two way Immersion Program when my son was in grammar school.

My son was diagnosed with a mental illness and is not fully functional. So, at his 21 years old he is still dependent on me.

I am already a senior citizen and will be retiring in a couple years I am afraid not been able to help him much longer and not able to afford to live in Evanston

On Nov.5h, 2017 there was a fire in the basement of the two apartment building where I live.

There was damaged to the electrical system and the walls.

I had the place cleaned and when the city inspectors came to check, they suggested to get it remodeled and apply for a legal apartment license. They pointed out that there was a big space, had the right ceiling height, right windows, and two exit doors. Since, I had to spend money to get apartment repair anyways.

There is a need for apartments in this area and I think that by having a small apartment in the basement we can provide a service and at the same time my son and I could remain as being part of this great community.

Thank you for considering my petition to a varance.

Graciela Lopez

348 Custer Ave.

Evanston, IL. 60202

847 644 1393
# Zoning Analysis

## Summary

<table>
<thead>
<tr>
<th>Case Number:</th>
<th>Case Status/Determination:</th>
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</thead>
<tbody>
<tr>
<td>18ZONA-0023</td>
<td>Non-Compliant</td>
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### Proposal:

CONVERT BASEMENT INTO DWELLING UNIT, FOR A TOTAL OF A 3-UNIT MULTI-FAMILY BUILDING
EXISTING STRUCTURE IS 2-FLAT

### Site Information:

<table>
<thead>
<tr>
<th>Property Address:</th>
<th>Zoning District:</th>
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<tbody>
<tr>
<td>348 CUSTER AVE</td>
<td>R5</td>
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<table>
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<tr>
<th>Overlay District:</th>
<th>Preservation District:</th>
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<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Phone Number:</th>
</tr>
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<tr>
<td>Graciela Lopez</td>
<td></td>
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</tbody>
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Signature: [Signature]  Date: 7-19-18

### Zoning Section

**Comments**

SEE FOLLOWING PAGE FOR SUMMARY COMMENTS.

**Recommendation(s):**

Click on the link(s) below to access online application(s)
## Zoning Analysis

**Case Number:** 18ZONA-0023 - 348 Custer Avenue  
**Case Status/Determination:** NON-COMPLIANT

### Proposal:

CONVERT BASEMENT INTO DWELLING UNIT, FOR A TOTAL OF 3-UNIT MULTI-FAMILY BUILDING (EXISTING STRUCTURE IS 2-FLAT)

### Zoning Section: Comments:

<table>
<thead>
<tr>
<th>Zoning Section</th>
<th>Comments</th>
</tr>
</thead>
</table>
| 6-8-7-4-D | Non-compliant:  
The minimum required lot size for a multi-family dwelling is 1,500 sf per dwelling, 4,500 sf required; 3993 sf proposed.  
1500 * 3 = 4500 |
| 6-8-7-5-D | Non-compliant:  
The minimum required lot width for a multi-family dwelling is 50'; 33' proposed. |
| 6-16-3-5,  
Table 16-B | Non-compliant:  
At least 4 off-street parking spaces are required, 3 proposed.  
Standard:  
1-bedroom units = 1.25 spaces per dwelling  
2-bedroom units = 1.5 spaces per dwelling  
1 1-bedroom unit * 1.25 + 2 2-bedroom units *1.5 = 4  
While multi-family dwellings are permitted in the R5 zoning district, minimum lot size, lot width and parking requirements apply. |
| 6-3-8-2-C | Approval of a major variation is required, with the City Council making the final decision due to the parking variation.  
Requesting variations to reduce the required lot size, lot width and number of off-street parking spaces for a 3-unit building would be a challenge, the hardship must be identified.  
Variations may or may not be approved. |
City of Evanston
ZONING ANALYSIS REVIEW SHEET

APPLICATION STATUS: February 20, 2018

Z.A. Number: 18ZONA-0023
Address: 348 CUSTER AVE
Applicant: Graciela Lopez

Purpose: Zoning Analysis with Bld Permit App
District: R5
Overlay: None
Preservation District:
Reviewer: Michael Griffith

THIS APPLICATION PROPOSES (select all that apply):
- New Principal Structure
- X New Accessory Structure
- Addition to Structure
- X Alteration to Structure
- Retention of Structure

Analysis Based On:
- Plans Dated: RECEIVED: 02-06-18
- Prepared By: NOT INDICATED
- Survey Dated: 05-19-18
- Existing Improvements: 2-FLAT, DET-GARAGE & OPEN PARKING PAD

Proposal Description:
CONVERT BASEMENT INTO DWELLING UNIT, FOR A TOTAL OF A 3-UNIT MULTI-FAMILY BUILDING
EXISTING STRUCTURE IS 2-FLAT

ZONING ANALYSIS

FRONT YARDS

Section 6-4-1-8(A)(3) - For R, T, or U District proposals, does 50% or more of the block frontage have a setback of more than 27 feet?

Section 6-4-1-8(A)(A) - Does an abutting lot have less than the required front yard setback of the zoning district?

Section 6-4-1-8(A)(B) - Is the subject property located between an improved lot and a vacant lot? Or is the subject property a corner lot?

RESIDENTIAL DISTRICT CALCULATIONS

The following three sections apply to building lot coverage and impervious surface calculations in Residential Districts.

Front Porch Exception (Subtract 50%)

Total Elibgie
Front Porch
Regulatory Area
Pavers/Pervious Paver Exception (Subtract 20%)

Total Paver Area
Paver Regulatory Area

Open Parking Debt (Add 200 sq ft open space)

# Open Required Spaces
Addtn. to Bldg Lot Cov.

PRINCIPAL USE AND STRUCTURE

<table>
<thead>
<tr>
<th>USE:</th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwelling - 2F</td>
<td></td>
<td>33.0</td>
<td>33.0</td>
<td>Compliant</td>
</tr>
<tr>
<td>Dwelling - MF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Comments:
Minimum Lot Width (LF)

| USE: Multi Family | Minimum Lot Width (LF) | 50 | 33.0 | 33.0 | Non-Compliant |

Comments:

Minimum Lot Area (SF)

| USE: Multi Family | Minimum Lot Area (SF) | 4500 | 3993.0 | 3993.0 | Non-Compliant |

Comments: MIN REQ LOT AREA: 1500 SQ FT PER DWELLING UNIT: 3 * 1500 = 4500

Dwelling Units:

|               | Dwelling Units: | 2 | 3 |

Comments:

Rooming Units:

|               | Rooming Units: |   |  |

Comments:
<table>
<thead>
<tr>
<th></th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
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</thead>
<tbody>
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<td>Building Lot Coverage (SF) (defined, including subtractions &amp; additions)</td>
<td>1705.9</td>
<td>2001.2</td>
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<td>Impervious Surface Coverage (SF, %)</td>
<td>2395.8</td>
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<tr>
<td>Accessory Structure Rear Yard Coverage</td>
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<tr>
<td>Gross Floor Area (SF) Use</td>
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<tr>
<td>Height (FT)</td>
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</tr>
<tr>
<td>Front Yard(1) (FT) Direction: E</td>
<td>27.2</td>
<td>27.2</td>
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</tr>
<tr>
<td>Street</td>
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</tr>
<tr>
<td>Street Side Yard (FT) Direction:</td>
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<tr>
<td>Interior Side Yard(1) (FT) Direction: N</td>
<td>3.0</td>
<td>4.0</td>
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<td>Interior Side Yard(2) (FT) Direction: S</td>
<td>3.0</td>
<td>5.1</td>
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<tr>
<td>Rear Yard (FT) Direction: W</td>
<td>25.0</td>
<td>38.2</td>
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**ACCESSORY USE AND STRUCTURE**

<table>
<thead>
<tr>
<th>Use (1)</th>
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<th>Proposed</th>
<th>Determination</th>
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<tbody>
<tr>
<td>Permitted Districts:</td>
<td>Garage (Det) Coachhouse or Carport</td>
<td>Garage (Det) Coachhouse or Carport</td>
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<tr>
<td>Permitted Required Yard:</td>
<td>Rear Yard</td>
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</table>

LF: Linear Feet  SF: Square Feet  FT: Feet
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<tr>
<td>Direction: E</td>
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<td>Street Side Yard (FT)</td>
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<td>Direction:</td>
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<td><strong>Parking Requirements</strong></td>
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<td>Use(1): Multi-family (Res District)</td>
<td>1-BR = 1.25, 2-BR = 1.5</td>
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<td>Comments:</td>
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<td>Analysis Comments</td>
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<td>RESULTS OF ANALYSIS</td>
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<td>Results of Analysis: This Application is Non-Compliant</td>
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<tr>
<td>Site Plan &amp; Appearance Review Committee approval is:</td>
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<tr>
<td>See attached comments and/or notes.</td>
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<tr>
<td>Signature 7-14-18</td>
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1943 Sherman Ave.

Recommendation to ZBA
Zoning Analysis

Summary

Case Number: 17ZONA-0219

Case Status/Determination: Non-Compliant

Proposal:
CONVERT EXISTING SFR TO 3-UNIT MULTI-FAMILY DWELLING, ADDITION ON 3RD FLOOR, NEW REAR OPEN DECK/PORCH, NEW DRIVEWAY, NEW OPEN PARKING IN REAR YARD

Site Information:

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Zoning District</th>
<th>Overlay District</th>
<th>Preservation District</th>
</tr>
</thead>
<tbody>
<tr>
<td>1943 SHERMAN AVE</td>
<td>R5</td>
<td>None</td>
<td></td>
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</tbody>
</table>

Applicant: Marko Radman

Recommendation(s): Click on the link(s) below to access online application(s)

Zoning Section
6-16-3-5-Table 16B
1 existing parking space where 2 were required (as SFR)
Conversion to 3-flat requires 3 additional parking spaces (TOD parking)
Propose add zero parking spaces where 1 exists and 5 are now required.
## City of Evanston
### ZONING ANALYSIS REVIEW SHEET

**APPLICATION STATUS:** August 11, 2017

**RESULTS OF ANALYSIS:** Non-Compliant

<table>
<thead>
<tr>
<th>Z.A. Number:</th>
<th>17ZONA-0219</th>
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<tbody>
<tr>
<td>Address:</td>
<td>1943 SHERMAN AVE</td>
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<tr>
<td>Applicant:</td>
<td>Marko Radman</td>
</tr>
<tr>
<td>Phone:</td>
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</tr>
</tbody>
</table>

**Purpose:** Zoning Analysis with Bld Permit App

**District:** R5

**Overlay:** None

**Preservation District:** None

**Reviewer:** Michael Griffith

### THIS APPLICATION PROPOSES (select all that apply):
- [X] New Principal Structure
- [X] New Accessory Structure
- [X] Addition to Structure
- [X] Alteration to Structure
- [X] Retention of Structure
- [X] Change of Use
- [X] Retention of Use
- [X] Plat of Resubdvl./Consol.
- [X] Business License
- [X] Home Occupation

### Proposal Description:
CONVERT EXISTING SFR TO 3-UNIT MULTI-FAMILY DWELLING, ADDITION ON 3RD FLOOR, NEW REAR OPEN DECK/PORCH, NEW DRIVEWAY, NEW OPEN PARKING IN REAR YARD

### ZONING ANALYSIS

#### PRINCIPAL USE AND STRUCTURE

<table>
<thead>
<tr>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
</tr>
</thead>
<tbody>
<tr>
<td>USE:</td>
<td>Dwelling - SF Detached</td>
<td>Dwelling - MF</td>
<td>Compliant</td>
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</tbody>
</table>

**Comments:**

- Minimum Lot Width (LF)
  - USE: Multi Family
  - 50 LF, 50.0 LF, Compliant

**Comments:**

- Minimum Lot Area (SF)
  - USE: Multi Family
  - 4500 SF, 5000 SF, Compliant

**Comments:**

- Dwelling Units
  - 1, 3, Compliant

**Comments:**

- Rooming Units

**Building Lot Coverage**

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<tr>
<th>(SF) (defined, including subtractions&amp; additions):</th>
<th>2250 SF</th>
<th>1367.1 SF</th>
<th>1547.1 SF</th>
<th>Compliant</th>
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</thead>
<tbody>
<tr>
<td>Comments: INCLUDES 200 SQ FT PER OPEN PARKING SPACES</td>
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</table>

**Impervious Surface Coverage (SF, %):**

<table>
<thead>
<tr>
<th>3000 SF</th>
<th>1575.8 SF</th>
<th>1626.8 SF</th>
<th>Compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>31.5%</td>
<td>32.5%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Comments:**

- Accessory Structure
- Rear Yard Coverage

LF: Linear Feet  SF: Square Feet  FT: Feet

Page 1
<table>
<thead>
<tr>
<th></th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Gross Floor Area (SF)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Use:</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Height (FT)</strong></td>
<td>50 OR 5 STORIES</td>
<td>NOT DIMENSIONED</td>
<td>NOT DIMENSIONED</td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Yard(1) (FT)</td>
<td></td>
<td>32.7</td>
<td>32.7</td>
<td>No Change</td>
</tr>
<tr>
<td>Direction:</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Street:</td>
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</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Yard(2) (FT)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direction:</td>
<td></td>
<td></td>
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<tr>
<td>Street:</td>
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</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Yard(1A) (FT)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direction:</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Street:</td>
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<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Front Yard(2) (FT)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direction:</td>
<td></td>
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<tr>
<td>Street:</td>
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<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
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</tr>
<tr>
<td><strong>Street Side Yard (FT)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direction:</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior Side Yard(1) (FT)</td>
<td>3.0</td>
<td>3.0+</td>
<td>3.0+</td>
<td>Compliant</td>
</tr>
<tr>
<td>Direction:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior Side Yard(2) (FT)</td>
<td>3.0</td>
<td>3.0+</td>
<td>3.0+</td>
<td>Compliant</td>
</tr>
<tr>
<td>Direction:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rear Yard (FT)</td>
<td></td>
<td>25.0</td>
<td>30.9</td>
<td>REAR DECK (COVERED) = 25.1</td>
</tr>
<tr>
<td>Direction:</td>
<td></td>
<td></td>
<td></td>
<td>Compliant</td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
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</table>

**ACCESSORY USE AND STRUCTURE**

<table>
<thead>
<tr>
<th>Use (1)</th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Permitted Districts:</strong></td>
<td></td>
<td></td>
<td></td>
<td>Steps (Open)</td>
</tr>
<tr>
<td>Comments:</td>
<td>EXTERIOR DECK STAIRS, INCLUDING STAIRS THAT WRAP AROUND THE DECK</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Permitted Required Yard:</strong></td>
<td></td>
<td></td>
<td></td>
<td>Rear Yard</td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **Additional Standards:** |          |          |          |               |
| Comments: |          |          |          |               |
| **Height (FT)** |          |          |          |               |
| Comments: |          |          |          |               |
| **Distance from Principal Building:** |          |          |          |               |
| Comments: |          |          |          |               |
| **Front Yard(1A) (FT)** |          |          |          |               |
| Direction: |          |          |          | W             |
| Street: |          |          |          |               |
| Comments: |          |          |          |               |
### Standard Existing Proposed Determination

<table>
<thead>
<tr>
<th>Front Yard(1B) (FT)</th>
<th>Direction:</th>
<th>Street:</th>
<th>Comments:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Street Side Yard (FT)</th>
<th>Direction:</th>
<th>Street:</th>
<th>Comments:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Interior Side Yard (1A) (FT)</th>
<th>Direction: N</th>
<th>Comments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.0</td>
<td>3.0+</td>
<td>Compliant</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Interior Side Yard (1B) (FT)</th>
<th>Direction: S</th>
<th>Comments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.0</td>
<td>3.0+</td>
<td>Compliant</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rear Yard (FT)</th>
<th>Direction: E</th>
<th>Comments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>22.5</td>
<td>22.0</td>
<td>Non-Compliant</td>
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</tbody>
</table>

**Comments:** STAIRS OVER 4' ABOVE GRADE ARE A YARD OBSTRUCTION, 10% OBSTRUCTION INTO REQ. 25' REAR YARD SETBACK PERMITTED

### PARKING REQUIREMENTS

<table>
<thead>
<tr>
<th>Use(1): Multi-family (Res District)</th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5 (3 required due to expansion)</td>
<td>1</td>
<td>1</td>
<td>Compliant</td>
</tr>
</tbody>
</table>

**Comments:** 1.1 SPACES/2-BR D.U.; 1.65 SPACES/3-BR D.U.

<table>
<thead>
<tr>
<th>Use(2):</th>
<th>1.1<em>1 + 1.65</em>1 = 2.75 = 3 SPACES REQ</th>
</tr>
</thead>
</table>

**Comments:**

| Use(3): | |
|---------| |

**Comments:**

<table>
<thead>
<tr>
<th>TOTAL REQUIRED:</th>
<th>5</th>
<th>1</th>
<th>1</th>
<th>Non-Compliant</th>
</tr>
</thead>
</table>

**Comments:**

<table>
<thead>
<tr>
<th>Handicap Parking Spaces:</th>
<th>Sec. 6-16-2-6</th>
</tr>
</thead>
</table>

**Comments:**

<table>
<thead>
<tr>
<th>Access:</th>
<th>Sec. 6-16-2-2</th>
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</thead>
</table>

**Comments:**

<table>
<thead>
<tr>
<th>Vertical Clearance (LF)</th>
<th>7'</th>
</tr>
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</table>

**Comments:** Compliant

<table>
<thead>
<tr>
<th>Surfacing:</th>
<th>Sec. 6-16-2-8 (E)</th>
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</thead>
</table>

**Comments:**

<table>
<thead>
<tr>
<th>Location:</th>
<th>Sec. 6-4-6-2</th>
</tr>
</thead>
</table>

**Comments:** LOCATED WITHIN 30' OF REAR PROPERTY LINE

---

**LF:** Linear Feet   **SF:** Square Feet   **FT:** Feet

**Page 3**
<table>
<thead>
<tr>
<th>Angle(1): 0 Degree</th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Width(W) (FT)</td>
<td>8.0</td>
<td>8.0</td>
<td>Compliant</td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depth(D) (FT)</td>
<td>21.0</td>
<td>21.0</td>
<td>Compliant</td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aisle(A) (FT)</td>
<td>12.0/24.0</td>
<td>9.0</td>
<td>Non-Compliant</td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Module (FT)</td>
<td>SL 20.0/32.0, DL 28.0/40.0</td>
<td>17.0</td>
<td>Non-Compliant</td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Angle(2):</th>
<th>Comments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Width(W) (FT)</td>
<td>Comments:</td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
<tr>
<td>Depth(D) (FT)</td>
<td>Comments:</td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
<tr>
<td>Aisle(A) (FT)</td>
<td>Comments:</td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
<tr>
<td>Module (FT)</td>
<td>Comments:</td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
</tbody>
</table>

Garage Setback from Alley Access (FT)

Comments: See attached comments and/or notes.

Analysis Comments

RESULTS OF ANALYSIS

Results of Analysis: This Application is **Non-Compliant**

Site Plan & Appearance Review Committee approval is:

See attached comments and/or notes.

SIGNATURE __________________________ DATE ____________
1. PROPERTY

Address
Permanent Identification Number(s):
PIN 1: 111-13-1116-002-0000 PIN 2: 111-13-1116-002-0000
(Note: An accurate plat of survey for all properties that are subject to this application must be submitted with the application.)

2. APPLICANT

Name: Angie Radman by Attorney C. Shawn Jones
Organization: Law offices of C. Shawn Jones
Address: 704 Church St., Ste 235
City, State, Zip: Evanston, IL 60201
Phone: Work: 847-475-1700 Home: Cell/Other: 773-290-3168
Fax: Work: 847-739-7248 Home: 
E-mail: jones@lawevanston.com

What is the relationship of the applicant to the property owner?

☐ same ☐ builder/contractor ☐ potential purchaser ☐ potential lessee
☐ architect ☐ attorney ☐ lessee ☐ real estate agent
☐ officer of board of directors ☐ other:

3. PROPERTY OWNER (Required if different than applicant. All property owners must be listed and must sign below.)

Name(s) or Organization: Angie Radman
Address: 8032 S. New England Ave.
City, State, Zip: Burbank, IL 60459
Phone: Work: Home: 708-548-4757 Cell/Other:
Fax: Work: Home:
E-mail: 

"By signing below, I give my permission for the Applicant named above to act as my agent in all matters concerning this application. I understand that the Applicant will be the primary contact for information and decisions during the processing of this application, and I may not be contacted directly by the City of Evanston. I understand as well that I may change the Applicant for this application at any time by contacting the Zoning Office in writing."

Property Owner(s) Signature(s) -- REQUIRED Date

4. SIGNATURE

"I certify that all of the above information and all statements, information and exhibits that I am submitting in conjunction with this application are true and accurate to the best of my knowledge."

Applicant Signature -- REQUIRED Date 7/13/18
5. REQUIRED DOCUMENTS AND MATERIALS

The following are required to be submitted with this application:  

- (This) Completed and Signed Application Form
- Plat of Survey  Date of Survey: __________________________
- Project Site Plan  Date of Drawings: _______________________  
- Plan or Graphic Drawings of Proposal (If needed, see notes)
- Non-Compliant Zoning Analysis
- Proof of Ownership  Document Submitted: ____________________
- Application Fee (see zoning fees)  Amount $__________ plus Deposit Fee $150

Note: Incomplete applications will not be accepted. Although some of these materials may be on file with another City application, individual City applications must be complete with their own required documents.

**Plat of Survey**
(1) One copy of plat of survey, drawn to scale, that accurately reflects current conditions.

**Site Plan**
(1) One copy of site plan, drawn to scale, showing all dimensions.

**Plan or Graphic Drawings of Proposal**
A Major Variance application requires graphic representations for any elevated proposal—garages, home additions, roofed porches, etc. Applications for a/c units, driveways, concrete walks do not need graphic drawings; their proposed locations on the submitted site plan will suffice.

**Proof of Ownership**
Accepted documents for Proof of Ownership include: a deed, mortgage, contract to purchase, closing documents (price may be blacked out on submitted documents).

- Tax bill will not be accepted as Proof of Ownership.

**Non-Compliant Zoning Analysis**
This document informed you that the proposed project is non-compliant with the Zoning Code and is eligible to apply for a major variance.

**Application Fee**
*IMPORTANT NOTE: Except for owner-occupied residents in districts R1, R2 & R3, a separate application fee will be assessed for each variation requested.*

The fee application fee depends on your zoning district (see zoning fees). Acceptable forms of payment are: Cash, Check, or Credit Card.
6. PROPOSED PROJECT

A. Briefly describe the proposed project:

AMENDED: Parking behind building removed. Existing parking pad up front to remain.

B. Have you applied for a Building Permit for this project? □ NO □ YES

(Date Applied: __________________________ Building Permit Application #: ______________________)

REQUESTED VARIATIONS

What specific variations are you requesting? For each variation, indicate (A) the specific section of the Zoning Ordinance that identifies the requirement, (B) the requirement (minimum or maximum) from which you seek relief, and (C) the amount of the exception to this requirement you request the City to grant. (See the Zoning Analysis Summary Sheet for your project's information)

<table>
<thead>
<tr>
<th>(A) Section (ex. &quot;6-8-3-4&quot;)</th>
<th>(B) Requirement to be Varied (ex. &quot;requires a minimum front yard setback of 27 feet&quot;)</th>
<th>(C) Requested Variation (ex. &quot;a front yard setback of 25.25 feet&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  6-3-8.2 Parking - 5 spaces required but only two are present</td>
<td>Existing parking only to remain. Two spaces only per neighbor request.</td>
<td></td>
</tr>
<tr>
<td>2  6-4-1.9 Rear yard setback for deck stairs. Minimum setback from the rear property line of 22.5' required; 22' provided.</td>
<td>A rear yard setback of 22' rather than 22.5.</td>
<td></td>
</tr>
</tbody>
</table>

* For multiple variations, see "IMPORTANT NOTE" under "Application Fee & Transcript Deposit" on Page 2.
B. A variation’s purpose is to provide relief from specified provisions of the zoning ordinance that may unduly impact property due to the property’s particular peculiarity and special characteristics. What characteristics of your property prevent compliance with the Zoning Ordinance requirements?

1. The requested variation will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining (touching or joining at any point, line, or boundary) properties.

2. The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out.

3. Either...
   (a) the purpose of the variation is not based exclusively upon a desire to extract income from the property, or
   (b) while the granting of the variation will result in additional income to the applicant and while the applicant for the variation may not have demonstrated that the application is not based exclusively upon a desire to extract additional income from the property, the Zoning Board of Appeals or the City Council, depending upon final jurisdiction under §6-3-8-2, has found that public benefits to the surrounding neighborhood and the City as a whole will be derived from approval of the variation, that include, but are not limited to any of the standards of §6-3-6-3.

4. The alleged difficulty or hardship has not been self-created, if so, please explain.
5. Have other alternatives been considered, and if so, why would they not work?

City of Evanston
DISCLOSURE STATEMENT FOR ZONING HEARINGS
(This form is required for all Major Variances and Special Use Applications)

The Evanston City Code, Title 1, Chapter 18, requires any persons or entities who request the City Council to grant zoning amendments, variations, or special uses, including planned developments, to make the following disclosures of information. The applicant is responsible for keeping the disclosure information current until the City Council has taken action on the application. For all hearings, this information is used to avoid conflicts of interest on the part of decision-makers.

1. If applicant is an agent or designee, list the name, address, phone, fax, and any other contact information of the proposed user of the land for which this application for zoning relief is made:
   Does not apply.

2. If a person or organization owns or controls the proposed land user, list the name, address, phone, fax, and any other contact information of person or entity having constructive control of the proposed land user. Same as number _____ above, or indicated below. (An example of this situation is if the land user is a division or subsidiary of another person or organization.)

3. List the name, address, phone, fax, and any other contact information of person or entity holding title to the subject property. Same as number ______ above, or indicated below.
4. List the name, address, phone, fax, and any other contact information of person or entity having constructive control of the subject property. Same as number _____ above, or indicated below.

If Applicant or Proposed Land User is a Corporation

Any corporation required by law to file a statement with any other governmental agency providing substantially the information required below may submit a copy of this statement in lieu of completing a and b below.

a. Names and addresses of all officers and directors.

b. Names, addresses, and percentage of interest of all shareholders. If there are fewer than 33 shareholders, or shareholders holding 3% or more of the ownership interest in the corporation or if there are more than 33 shareholders.

If Applicant or Proposed Land User is not a Corporation

Name, address, percentage of interest, and relationship to applicant, of each partner, associate, person holding a beneficial interest, or other person having an interest in the entity applying, or in whose interest one is applying, for the zoning relief.

Page 6 of 6