PLAN COMMISSION
Wednesday, October 10, 2018
7:00 P.M.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, James C. Lytle City Council Chambers

AGENDA

1. CALL TO ORDER / DECLARATION OF QUORUM

2. APPROVAL OF MEETING MINUTES: August 8, 2018 (Joint Plan Commission and Zoning Board of Appeals meeting) and June 13, 2018

3. NEW BUSINESS

   A. Major Adjustment to a Planned Development
      1571 Maple Avenue 18PLND-0082
      Michael McLean, applicant, submits for a major adjustment to the planned development approved by ordinance 19-O-15, and amended by ordinance 61-O-16, in order to modify the number of required leased parking spaces from 101 to 50 and amend the parking lease between the applicant and the City of Evanston to include parking in the Sherman Avenue Garage. The proposed major adjustment will also modify the affordable housing requirement from two-on-site units at 100% AMI to one affordable at 60% AMI.

4. OTHER BUSINESS

   A. Election of a Vice-Chair

5. PUBLIC COMMENT

6. ADJOURNMENT

The next meeting of the Plan Commission has been scheduled for WEDNESDAY, NOVEMBER 14, 2018 at 7:00 P.M. in JAMES C. LYTLE CITY COUNCIL CHAMBERS of the Lorraine H. Morton Civic Center.

Order of agenda items is subject to change. Information about the Plan Commission is available online at: http://www.cityofevanston.org/plancommission. Questions can be directed to Meagan Jones, Neighborhood and Land Use Planner, at 847-448-8170 or via e-mail at mmjones@cityofevanston.org.

The City of Evanston is committed to making all public meetings accessible to persons with disabilities. Any citizen needing mobility or communications access assistance should contact the Community Development Department 48 hours in advance of the scheduled meeting so that accommodations can be made at 847-448-8683 (Voice) or 847-448-8064 (TYY).

La ciudad de Evanston está obligada a hacer accesibles todas las reuniones públicas a las personas minusválidas o las que no hablan inglés. Si usted necesita ayuda, favor de ponerse en contacto con la Oficina de Administración del Centro a 847/866-2916 (voz) o 847/448-8052 (TDD).
MEETING MINUTES
Joint Meeting of the PLAN COMMISSION
& ZONING BOARD OF APPEALS
Tuesday, August 8, 2018
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Plan Commission Members Present: Colby Lewis, Jennifer Draper, Carol Goddard, George Halik, Peter Isaac

Plan Commission Members Absent: Terri Dubin, Andrew Pigozzi, Patrick Brown

ZBA Members Present: Kiril Mirintchev, Violetta Cullen, Mary Beth Berns, Mary McAuley, Lisa Dziekan, Myrna Arevalo,

ZBA Members Absent: Scott Gingold

Staff Present: Michael Griffith, Johanna Leonard, Scott Mangum

Presiding Member: Colby Lewis

Declaration of Quorum
With a quorum of both the Plan Commission and Zoning Board of Appeals present, the meeting was called to order at 7:00pm.

Election of Joint Meeting Chair
Ms. Berns motioned for Mr. Lewis to serve as Chair of the joint meeting, which was seconded by Mr. Lewis and approved 9-0 with one abstention.

New Business
A. 2119-2125 Ashland Avenue

Mike Chookaszian, operator, requests a text amendment to permit brewpubs as a Permitted or Special Use in the MXE Mixed-Use Employment District (Zoning Code Sections 6-13-4 & 6-18-3, Title 6 of the City Code). The City may propose additional modifications to alcohol producing uses within the Business, Commercial, Downtown, Transitional Manufacturing, and Industrial Zoning Districts (various Zoning Code Sections 6-9 through 6-15) and within Definitions (Section 6-18-3). The applicant also requests a special use permit for a brewpub and a banquet hall in the MXE Mixed-Use Employment District (Zoning Code Section 6-13-4-3), and zoning relief to reduce the required front yard setback from 10’ to 0’, to reduce the required north interior side yard setback from 5’ to 0’ and to reduce the required rear yard setback from 5’ to 0’ (Zoning Code Section 6-13-4-6), and to eliminate 1 required short loading dock (Zoning Code Section 6-16-4-5) in order to construct additions at the first floor to an existing building. The Plan Commission and Zoning Board of Appeals make recommendations to the City Council, the determining body for this case.
Mr. Griffith presented an overview of the requested text amendment, special use, and major zoning relief.

- Proposed hours: 11:00am to 12:00am Monday-Thursday; 11:00am to 1:00am Friday-Saturday.
- Approx. 10-30 staff members
- Banquet hall use to be largely catered.
- Parking to be handled with valet or self-parking at off-site locations for events
- 2-5 events with 20-300 people per event.
- 29 Parking spaces

Mike Chookaszian, applicant, introduced Nick Hines and Scott Frank who are partners in the proposed project. Mr. Chookaszian then went on to explain the proposal:

- Have built 3 successful restaurants in the area, 2 in Chicago, 1 in Wilmette. Additional restaurant to open later this year.
- Purchased the building approximately one year ago. Previous tenant, CrossFit E-town, has since left that location.
- Restaurant in front open 7 days a week for lunch and dinner. Event space in the rear can operate separate events, concurrently with restaurant operations. Area holding vehicles could also hold additional customers for events.
- Microbrewery size – 15 barrel brewing system.
- Bike racks, electrical vehicle charging stations and solar panels as the building can support.
- Options considered to recycle the spent grain.
- Have talked to neighbors in the immediate area and have received support for the proposed project.

Chair Lewis opened up the hearing to questions from the public for the applicant.

Kelly Ann Alcott, 1519 Simpson St, expressed concerned about the noise level of customers leaving the property, where customers and valet vehicles will be parked, how the unpaved alley will be maintained with additional traffic, and church services adding to additional parking concerns. She also asked if the applicant would commit to hiring residents within the 5th Ward.

Mr. Hines responded that there are 29 parking spaces on the property for regular restaurant operations and that the team has spoken with Pastor Dillard regarding a shared parking arrangement and will speak with other churches in the immediate area. The restaurant hours will aim to not be open during church service hours. Regarding valet, the operators have worked with companies in the past and should not have an issue with those operations. No outdoor area is intended, no loud outdoor music, and proposed customer base does not lend itself to rowdiness all of which will contribute to noise reduction. Do not intend to use the alley outside of once a day deliveries. Would like to hire within the 5th ward, have spoken with alderman and have ideas regarding having apprenticeship program where residents can learn the brewing process.

Chair Lewis invited questions from the Plan Commissioners.
Commissioner Isaac asked about the definition of brewpub, specifically what hand-capped sealed containers were. Mr. Hines stated that those are typically crowlers or growlers that are sealed onsite.

Commissioner Isaac then asked if the proposed definition would accurately show what the brewpub does over time. Mr. Hines stated that it is difficult to say as technology changes. Mr. Frank added that the hand-capped definition applies more for growlers which have a heat seal; there is some movement to aluminum cans that have a manual press seal.

Commissioner Goddard asked for clarification on what other areas would be affected. Mr. Mangum showed where restaurants/brewpubs are currently permitted and where the changes would be within the cumulative M districts.

Chair Lewis asked if brewpubs are allowed in these areas, why it is not proposed to let restaurants have the same allowance. Mr. Mangum responded that that change could be taken into consideration.

Chair Lewis then invited the Zoning Board of Appeals to ask questions.

Ms. Cullen asked how many seats there are in the restaurant. Mr. Hines stated that there will be between 65-75 seats, including the bar. Event space will be up to 300 people and business hours are dependent on amount of business. Mr. Frank stated that the operations will consist of packaging beer, with wine being served within the restaurant. Specialty bags for leftover beer would be going out. Customers will be able to purchase heat sealed containers of beer without eating in restaurant. Targeting 500 barrel production in first year going up to 800.

Chair Berns inquired what portion of business consists of non-dine-in customers. Mr. Hines replied approximately 15%. Most packaging comes from dine-in customers who wish to take beer home.

Ms. Dziekan inquired about parking arrangements anticipate formal agreements? Could be a formal agreement but would be up to churches. Dziekan then inquired about hours of operation in comparison to restaurant hours then regarding music and live bands and if sound dampening would be considered. Yes. Daily deliveries? Generally 2 deliveries a day but would like get 3 deliveries due to beer centric use. 6 -10 deliveries over the week. Largely events catered off-site with kitchen acting as a staging area. Will follow the City’s sustainability practices, partner with local farmers regarding use of brewing by-products, and intend to have bike parking in front of facilities. Valet will be queued up and use parking lot as part of operation. Additional lots will be used for larger events.

Ms. Arevalo indicated that football practice in area also needs to be considered. Mr. Hines stated that a safety plan can be put in place if any conflicts arise.

Mr. Mirintchev inquired about garbage location. Mr. Hines stated that there are containers outside off of alley and there will be daily pick-up.
Chair Berns inquired about a plan for alley maintenance. Mr. Hines stated that the team works with a company in Skokie for gravel fill and could use them for this alley when needed or on an annual basis. Chair Berns then asked about the length of deliveries. Mr. Hines responded that they last approximately 5 minutes. Space exists behind building to pull in off of alley so as not to block as much of it.

Chair Berns asked how noise will be mitigated for customers who may come outside to smoke and where employees will be parking. Mr. Hines responded that a staff member could be used to monitor noise. Parking spaces will be rented as needed. Water Reclamation District lot could also be used as an additional option.

Chair Berns asked what the hardship was and what other options had been considered. Mr. Chookaszian stated that the existing building is largely built to lot lines. Would not be able to house the full brewing operations without the addition. Currently have minimum amount needed for both restaurant, brewing and banquet facility. Chair Berns asked if any other designs had been considered. Bowtruss ceiling would not allow for a second level. Ms. McAuley stated that if the building were constructed with permitted setback, it would actually be inconsistent with other buildings in the area and would be a very small addition. Did not feel there would be a customer draw if reconfigured. Banquet space likely to be 30 % of revenue.

Public Comment:
Kelly Ann Alcott - alley always has holes is a significant issues. Deeply concerned about the amount of traffic, and stated that the brewpub would still likely need to use the alley. Semi banquet facility nearby Feast & Imbibe-partnering with them? Glad smoking has been brought up and appreciates the design of the building.

John Leineweber, property owner in the area, stated that there are now over 70 businesses in the area and have been waiting for a restaurant to come into the area for multiple decades. Facility will make a big difference in the area and provide a space for employees of businesses to have someplace to eat and have meeting space. Supports proposed business.

Mr. Chookaszian emphasized that the parking lot does not have access to the alley so it alley use will likely not be an issue. Mr. Hines stated that the alley will be repaired if it falls into disrepair.

Chair Lewis closed the Public Comment.

**The Plan Commission entered Deliberation:**

Chair Lewis reiterated that the Commission was being asked to consider text amendments for a definition of a brewpub, allowing brewpub as permitted use in M Districts and in the same zoning districts as type-1 restaurants, combining definitions for craft-distillery and craft-brewery and allowing type-1 restaurants as an accessory use to micro-brewery/micro-distillery.

Commissioner Goddard stated that this seems like a legitimate condition to the code but still has concerns regarding areas that may be affected.
Commissioner Isaac expressed concerns regarding allowing restaurants in what is otherwise a manufacturing district. He believes the use is a good fit in this particular area and can benefit other businesses however there is not a lot of area covered by these manufacturing districts and this could negatively affect the amount of space set for that use. Chair Lewis added that there is a benefit to have restaurants within a manufacturing district brewpub with accessory restaurant but restaurants are not permitted by right.

Mr. Mangum differentiated between Industrial Districts and the M Districts and pointed out that the area in which the proposed brewpub is located in the largest M District in the City.

Chair Lewis asked if it was beneficial to have that type of use within the Mixed Use and Industrial areas and if restaurants should also be allowed by right as brewpubs are proposed to be. Should they be allowed as Special Use instead?

Commissioner Draper stated that it interesting that it is allowed in Industrial areas but not the transitional areas and that if it is allowed there it should be allowed within the transitional district.

Chair Lewis stated that an issue with the use is the proposed hours of operation and asked if there were restrictions within the code. Mr. Mangum responded that within the zoning ordinance there are none but liquor licensing does have restrictions. Chair Berns stated that Special Uses could have that control placed on them.

Isaac stated that there is no need for two separate definitions and combining them makes sense. A brief discussion followed regarding how to regulate standards on amounts that could be produced. It was clarified that the proposed text amendment would still be compliant with local and state regulations and specifically references state regulations.

The definition of brewpub was discussed with the phrase “for consumption on or off site in sealed containers” being reviewed. Commissioner Draper stated that adding “on premises” is important so that the use does not change. Staff can work on exact language.

Ms. Goddard made a motion to accept staff’s recommendation for a text amendment with a definition change and brewpub definition with on premise sealing and allowing restaurants and brewpubs as special uses in the M Districts. Seconded by Commissioner Isaac.

1. Yes
2. Yes
3. Yes
4. Yes

A roll call vote was taken and the motion was approved 5-0 to recommend the text amendment as amended to City Council.
Ayes: Goddard, Draper, Isaac, Halik, Lewis
Nays: none.

The ZBA then entered into deliberation:
Chair Berns stated that with the Plan Commission’s recommendation there is a new Special Use to consider with regards to the proposed brewpub use, a Special Use for the banquet hall, and the requested variances.

Ms. McAuley stated her support of the project due to the need for more economic development in the Hill Arts District and is consistent with the City’s Comprehensive Plan.

Mr. Mirintchev stated his support with concerns for the parking, requesting that there is some written agreement for shared parking. He also expressed that the project would spur on more economic development in the area and believes that the financial model would not survive without requested variances. He then noted that the bathrooms should be moved to a different part of the building and not be along the front façade where a storefront appearance should be.

Ms. Dziekan asked how MWRD could be a part of the parking solution. Ms. McAuley stated that the Park District leased space to serve the park and the business district. She stated that it is also typically full during regular business hours. The City prohibits overnight parking and would typically be more available after regular hours for the brewpub. Ms. Dziekan then asked if approval could be predicated on the applicant providing written parking agreements with Churches or other entities in the area so that there is no cumulative negative affect on the neighborhood.

Ms. Arevalo expressed her support for the project and the needed special use and variances adding that the applicant should consider the nearby residents and the children that use the nearby playing field.

Ms. Cullen agreed that the project is needed in that location. She then expressed support of the project and requested that the applicant work closely with residents as it would be a big change in the area.

Chair Berns expressed agreement with the comments provided and stated that she would like to see conditions added to approval of the project, those being: a formal parking agreement, regular hours being 11:00am to 10:00pm Sunday through Thursday and 11:00am to 1:00am on Friday and Saturday which special events having late hours, noise abatement, employee parking offsite, alley maintenance and designated smoking area.

Ms. McAuley questioned if it was appropriate to require one business to be responsible for the upkeep and repair of an alley that multiple businesses currently use. Chair Berns stated that if the business does not cause additional issues with the alley then the extra maintenance would not be needed.

Standards for Special Use –brewpub in MXE District and banquet use
Ms. Dziekan motioned to recommend approval of the special use with conditions, which was seconded by Ms. Cullen. With a vote of 6-0 for approval, the special use was recommended for approval.

Conditions:
1. Employees must park off-site and not on the street.
2. Hours of operation shall not exceed 11:00am – 10:00pm Sunday through Thursday and 11:00am – 1:00am Friday and Saturday with special event times to go no later than 1:00am
3. Formal parking agreements must be in place prior to City Council review
4. Substantial compliance with the documents and testimony on record including Sustainability Plan
5. Noise abatement must be considered in the addition so that noise does not carry into the neighborhood
6. Applicant must coordinate with businesses along the alley to maintain the alley annually as needed
7. A designated parking area shall be monitored by staff so that it does not become a nuisance in the neighborhood.

Standards for Variations:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes

Ms. McAuley motioned to recommend approval and was seconded by Ms. Dziekan. With a vote of 6-0 for approval, the requested variations are recommended for approval.

B. 1108 Dodge Avenue 18PLND-0040 & 18ZMJV-0061

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 (Zoning Code Section 6-10-2, Title 6 of the City Code). The applicant also requests a special use permit for auto sales with accessory auto repair and towing in the C1 Commercial District (Zoning Code Section 6-10-2-3). The Plan Commission and Zoning Board of Appeals make recommendations to City Council, the determining body for
this case. **This case has been withdrawn from the agenda and will be reviewed at a date uncertain.**

Chair Berns moved to adjourn the ZBA meeting, seconded by Mr. Mirintchev.

Chair Berns moved to adjourn the joint Plan Commission and ZBA meeting. Commissioner Goddard seconded.

The meeting adjourned at 8:58pm.
MEETING MINUTES
PLAN COMMISSION
Wednesday, June 13, 2018
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Patrick Brown, Terri Dubin, Carol Goddard, Andrew Pigozzi

Members Absent: George Halik, Peter Isaac

Staff Present: Meagan Jones, Neighborhood and Land Use Planner
Scott Mangum, Planning and Zoning Administrator

Presiding Member: Colby Lewis, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Lewis called the meeting to order at 7:05 P.M.

2. APPROVAL OF MEETING MINUTES: April 11, 2018 and April 18, 2018

Commissioner Goddard made a motion to approve the meeting minutes from April 11, 2018, seconded by Commissioner Dubin. The Commission voted unanimously, 5-0, to approve the minutes of April 11, 2018.

Commissioner Dubin made a correction to page 4 of the minutes for April 18, 2018. Commissioner Goddard then made a motion to approve the minutes as amended, seconded by Commissioner Dubin. The Commission voted unanimously, 5-0, to approve the amended minutes of April 18, 2018.

3. OLD BUSINESS

A. TEXT AMENDMENT

Front Porches

A Zoning Ordinance Text Amendment to amend City Code Sections 6-4-1-9, Yards, 6-3-8, Variations, and 6-18-3, Definitions, to modify regulations pertaining to front porches.

Mr. Mangum presented a brief background on the proposed revisions to the text amendment. He stated that the previously reviewed amendment raised several
concerns including the amendment being too lenient and the creation of nonconforming porches, and the current and former Chairs of the ZBA drafted language that addresses them. A comparison of what was proposed was presented as well as standards for approval.

Chair Lewis opened up the hearing to questions from the public. There were none. He then opened up the hearing to questions from the Commission. There were several, including:

- Clarification on which proposal exacerbates the issue of non-compliance. Mr. Mangum clarified that it was the amendment proposed by the ZBA Chairs would do so if no modifications were proposed. Staff has recommended allowing the current 10% projection for enclosed porches to address the nonconforming issue.
- Clarification on the confusion of an enclosed versus open porch. Mr. Mangum stated that staff’s proposal would create separate definitions for each where there currently is one general definition. There has been concern that a porch could be enclosed without the City’s knowledge.
- Confirmation on what items are being considered by the Commission regarding this item. Specifically, the Commission is considering two proposals, one from staff and the other from the ZBA Chairs. The Commission can recommend approval of either option, a hybrid of both, no change to the code or to send the item to the Zoning Committee for further discussion. Mr. Matt Rodgers, former ZBA Chair, provided more information, stating that he met with the current ZBA Chair, Mary Beth Berns, to come up with information that is typically seen and address issues regarding having a usable porch and more streamlined process. Ms. Berns added that the enclosing of porches lead to the proposal of a 7 ft. maximum porch depth. The two reviewed examples and further explained their proposal.
- Chair Lewis asked how frequent requests for porch permits are. Mr. Rodgers stated that it is difficult to say for certain given staff ability to approve many permits but that during his time on the ZBA, there were approximately 5 to 7 requests per year. Ms. Berns stated that porches is a way to get added lot coverage without much of an issue but then those porches can later be enclosed.
- How frequent are porch enclosures? Mr. Mangum responded that staff is unable to know for certain. Ms. Berns added that it is a fairly common occurrence to have an enclosed porch as living space.
- Mr. Brown inquired about required ADA Clearance. It was confirmed that a 5 ft. clearance is required. This could possibly be considered a hardship.

Chair Lewis mentioned that he had concerns regarding individual property owner rights but that the ability to obtain a variance keeps those rights. He then asked if there was a possible hardship on smaller lots. Ms. Berns mentioned that smaller lots tend to have smaller houses and that the Board wishes to avoid a situation where the porch is out of proportion with the house.
The Commission entered deliberation. Chair Lewis asked for feedback on the proposed definitions. Ms. Berns stated that she believed that the proposed 50% openness should be raised. Chair Lewis stated that he has some concern regarding the enclosed porch definition and that language regarding heating and air conditioning of the porch should be added to the enclosed porch definition, ensuring it is not open to the rest of the house.

Commissioner Pigozzi stated he had some concerns of addressing something that is not yet an issue but believes there should be updated definitions for open and enclosed porches. Commissioner Goddard agreed that the definitions should be further defined.

Mr. Mangum added that the American Planning Association publication provides example definitions, most of which are in the range of 50% to 75% openness.

Commissioner Goddard made a motion to recommend approval of the ZBA Chairs’ proposed text amendment option with the addition of definitions for open and enclosed porches with inclusion of language regarding conditioning of those spaces. Commissioner Brown seconded the motion. A roll call vote was taken and the motion was approved, 3-2.

Ayes: Brown, Goddard, Lewis.
Nays: Dubin, Pigozzi.

2. **NEW BUSINESS**

A. **TEXT AMENDMENT**

Revision of Preservation Commission Review Procedures

A Zoning Ordinance Text Amendment to amend City Code Sections 6-4-6-7, Special Regulations Applicable to Fences, 6-15-11, Historic Structures, Sites, and Landmarks Districts and 6-18-3, Definitions, to revise the language and procedures regarding the review of special uses and variations by the Preservation Commission.

Ms. Jones presented a brief background on the proposed text amendment, mentioning the recently updated Historic Preservation code (Title 2, Chapter 8) as well as Commission Rules and Procedures that were reviewed the night before by the Preservation Commission. The proposed amendment to the Zoning Ordinance (Title 6) came about from concern regarding the length of the process to obtain approval of some applications for minor work and an Aldermanic referral to streamline that process.

Chair Lewis asked if there were any questions from the public.

Ms. Berns asked if the decisions and views of City staff are consistent with that of the Preservation Commission. She then stated that many applicants go to a
Preservation Commission meeting and get approval, thinking that the ZBA review will have a similar outcome which is not the case. She then suggested that consideration be made to have the Preservation Commission review be second in the review process.

Chair Lewis then asked if there were any questions from staff.

- Commissioner Pigozzi requested clarification regarding if the amendment is granting staff authority to review fences. Mr. Mangum stated that staff review of fence variations is a part of what is being asked. He stated that both the Preservation Ordinance and the Preservation Commission rules permit delegation of review of certain work and approval of a certificate of appropriateness to staff. He the mentioned that the proposed amendment was discussed at the previous evening’s Preservation Commission meeting and there was no discussion on the item.

- Commissioner Pigozzi asked if the proposed changes would apply to all projects under the purview of Preservation Commission review, landmarks and properties within historic districts. Mr. Mangum confirmed that it would apply to both. Ms. Berns then asked if the proposed amendment would apply to windows as well. Mr. Mangum stated that windows could be approved by staff but also could be referred to the Commission if the scale of the project is larger or standards are not being met.

- Chair Lewis requested for differentiation between minor and major work. The Preservation Commission Rules provide a matrix which separates routine, minor and major work.

- Commissioner Goddard asked how many minor variation cases there were vs. major variations that were reviewed by staff compared to the number of cases reviewed by the Preservation Commission. That data was not available at the time. Mr. Mangum stated that there is usually one project at each Preservation Commission meeting where variations are reviewed.

Mr. Rodgers stated that the proposed amendment allows individual houses within historic districts to be looked at individually and not be painted with the exact same brush as other homes that are landmarked or contribute architecturally to a historic district.

Mr. Mangum emphasized that the amendment would not be making changes to the Preservation rules or to the recently revised amendment. Changes would only occur to Title 6, “Zoning”. He then provided more details on the process for review.

Commissioner Pigozzi stated that there should be consideration given to providing greater review for a building that is specifically landmarked versus structures that are within an historic district but do not necessarily contribute to the historic district. Ms. Berns then provided an example that showed the need to have some latitude on
reviewing different landmarks.

Chair Lewis then reviewed what the Plan Commission was being asked to consider. Mr. Rodgers stated that the initial question raised by Ms. Berns regarding consistency between Preservation Commission and staff decision is important and suggested that the item be held until there is more discussion on that point. Additional discussion followed regarding the review process for various projects and what portions of the proposed text amendment should be recommended for approval.

Commissioner Goddard made a motion to recommend approval of the text amendment as presented by staff, seconded by Commissioner Pigozzi. A roll call vote was taken and the motion was approved, 3-2.

Ayes: Dubin, Goddard, Pigozzi.
Nays: Brown, Lewis

4. PUBLIC COMMENT

There was no public comment.

5. ADJOURNMENT

Commissioner Pigozzi made a motion to adjourn the meeting. Commissioner Brown seconded the motion.

A voice vote was taken and the motion was approved by voice call 5-0. The meeting was adjourned at 8:42 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
Plan Commission

Major Adjustment to a Planned Development

1571 Maple Avenue
18PLND-0082
To: Chair and Members of the Plan Commission
From: Johanna Leonard, Community Development Director
      Scott Mangum, Planning and Zoning Administrator
      Meagan Jones, Neighborhood and Land Use Planner
Subject: Major Adjustment to a Planned Development
         1571 Maple Avenue, 18PLND-0082
Date: October 4, 2018

Request
The applicant is requesting approval of a major adjustment to the planned development approved by ordinance 19-O-15, and amended by ordinance 61-O-16, in order to reduce the number of required leased parking spaces from 101 to 50 and amend the parking lease between the applicant and the City of Evanston to include parking in the Sherman Avenue Garage. The proposed major adjustment will also modify the affordable housing requirement from two-on-site units at 100% Area Median Income (AMI) to one affordable on-site unit at 60% AMI.

Notice
The Application has been filed in conformance with applicable procedural and public notice requirements.

General Information
Applicant/Owner: Michael McLean
                 1571 Maple Avenue LLC
                 225 W. Hubbard St. Suite 600
                 Chicago, IL 60654

PINs: 11-18-310-004-0000, 11-18-310-006-0000, 11-18-310-007-0000, 11-18-310-008-0000, 11-18-310-019-0000, 11-18-310-020-0000,
The recently constructed development, located south of Davis Street between Maple Avenue and Elmwood Avenue, was approved on April 13, 2015. The planned development was amended by ordinance on June 13, 2016 in order to extend the time for the applicant to obtain a building permit to begin construction on the development. The development consists of a 12-story mixed-use building with 101 residential units, 3,696 square feet of commercial space on the ground floor, and a 12-space parking lot on the west side of the site along Maple Avenue. The development, which did not fall under the recently revised Inclusionary Housing Ordinance, was to provide two on-site affordable units to households earning not more than 100% of AMI and provide a $400,000 contribution to the affordable housing fund (of which $200,000 has been paid and the remainder is due on April 20, 2019, one year after issuance of the Final Certificate of Occupancy). It also was to provide 101 parking spaces at the Maple Avenue garage through a lease agreement with the City.

The Applicant contacted the City when they were not able to rent the two on-site affordable units to households with incomes that do not exceed 100% of AMI following several months of marketing and referrals from the Centralized Wait List maintained by Community Partners for Affordable Housing. The primary hurdle to rental was that households with incomes between 90-100% AMI either were able to find housing units in or near downtown Evanston for lower rents and/or they prioritized larger units over new construction with amenities that may be more attractive to younger demographics. For comparison, the two 100% AMI units in 1620 Central Street, which are approximately 42 square feet larger than those in 1571 Maple Avenue, were rented up quickly.
Staff proposed changing the on-site affordable unit agreement from two units at 100% AMI to a single one-bedroom unit at 50% AMI based on the lack of units in downtown Evanston that are affordable to households at that income level as well as the greater shortage of rental units at this income level than anywhere in Evanston. Based on Comprehensive Housing Affordability Strategy (CHAS) data from the American Community Survey, 1,310 Evanston renter households with incomes between 31 and 51% AMI, or 65% of households at this income level, are severely housing cost burdened, paying more than 50% of gross income for housing.

Centrum Partners proposed a single unit at 60% AMI rather than a 50% unit based on the reduction in rental income from one 60% unit of $1,268 being virtually identical to the reduction in income from two 100% AMI units of $1,266 (see attached).

Parking Counts
The Applicant provided information on the number of residents who are currently leasing spaces within the Maple Avenue garage as of May 23, 2018. There have been a maximum of 46 parking spaces leased in the garage by the building’s residents. Currently, 41 permits are being utilized by residents.

The property is located less than 500 feet from the Davis Street Metra and CTA stations. The building is located in close proximity multiple bus lines (both Pace and CTA), an existing Divvy Bike Station at Benson Avenue and Church Street, and has two Maven car sharing stations on-site in the parking lot. The Maple Avenue garage is 1,003 feet away from the site and the Sherman Avenue garage is approximately 325 feet away from the site.

The development was granted a site development allowance to provide 12 on-site parking spaces. Condition Z also required 101 spaces to be leased in the Maple Avenue garage (1.12 per dwelling unit and .75 per bedroom). Per recently approved TOD parking requirements of .55 spaces per bedroom, 83 parking spaces would now be required (.82 per dwelling unit). If the request is approved, the number of parking spaces provided would total 62, with 12 parking spaces on-site and 50 leased within the City’s parking garage (.61 per dwelling unit and .41 per bedroom). Recently approved comparable developments at 811 Emerson St. and 1450 Sherman Ave. have parking ratios of approximately .7 per dwelling unit and approximately .42 and .62 per bedroom, respectively.

Compliance with the Zoning Ordinance
The intent of the D3 Downtown Core Development District is:
“…to provide for the highest density of business infill development and large scale redevelopment within downtown Evanston. The district is also intended to encourage and sustain mix of office, retail, and residential uses. Planned developments are encouraged as a special use in the D3 district. Where D3 zoned lots or areas are overlaid with the oRD redevelopment overlay district designation, a planned
development is required in order to ensure that proposed development in these areas is consistent with the objectives and policies of the adopted plan for downtown Evanston."

The completed building has provided infill mixed-use development in the downtown area. The planned development was approved with site development allowances related to number of dwelling units, height, floor area ratio, ziggurat setbacks and number of parking spaces. The proposed adjustment would modify a condition of approval by reducing the number of parking spaces required to be leased from the City off-site.

**Compliance with the Comprehensive Plan**

The proposed Adjustment to the Planned Development is consistent with the 2000 Comprehensive General Plan.

The proposal is still largely consistent with the Plan's objectives to address concerns about cost and affordability of housing. The planned development predates the Inclusionary Housing Ordinance and is not required to meet those standards. However, a condition was placed on the development in which the applicant was to provide a $400,000 payment to the affordable housing fund ($200,000 of which has been paid) and provide two on-site affordable units at 100% AMI. The remainder of the payment is still to be paid and though there is a reduction in the number of on-site units provided, that unit is more affordable at 60% AMI. Staff recommends that the on-site unit should be provided at 50% AMI.

The proposal is also largely consistent with the Plan’s policy/action to encourage mass-transit and bicycle ridership as alternatives that reduce automobile parking demand. The building itself is a transit oriented development (TOD) that is less than 500 feet away from Metra and CTA stations and is near various bus routes. Car-sharing spaces on-site also encourage less vehicle ownership of the building’s residents. Staff does have some concern regarding the amount of the proposed parking space reduction given the short amount of time since the building has been at full occupancy. Though vehicle ownership is trending downward, there is a possibility for shifts in vehicle ownership within the building and additional spaces may or may not remain available in City parking garages without a lease agreement.

**Compliance with the 2009 Downtown Plan**

The proposed adjustment relates to the following objective within the downtown plan:

**Objective 5: Maintain a Strong Multi-Modal Transportation System**

The proposed adjustment to the parking lease to 50 parking spaces at the Maple Avenue and Sherman Avenue garages maintains consistency with the strategies: 1) “Encourage more residents and visitors to use transit to and from downtown, including possibly changing parking ratios for new development near the train stations” Though as stated above, staff does have some concern regarding the amount of the proposed
reduction in parking spaces and recommends that a total of 70 parking spaces should be leased.

Standards of Approval
The proposed development shall follow the procedures for Adjustments to Development Plan in Section 6-3-6-12. It must maintain the planned development’s satisfaction of the Standards for a Special Use (Section 6-3-5-10), the Standard for Planned Development (Section 6-3-6-9) and standards and guidelines established for Planned Developments in the D3 Downtown Core Development District. (Section 6-11-1-10). Staff finds that the proposed development meets all standards for approval.

Standards for Special Use (Section 6-3-5-10)
A Planned Development is listed as a permitted special use in the D3 Downtown Core Development District. As indicated above, the proposal is in keeping with the purposes and policies outlined in the Comprehensive Plan and the Zoning Ordinance. The development and corresponding site development allowances were approved in April of 2015. There are no physical or use changes proposed for the site so no impacts are expected with regards to utilities, environmental features or architectural resources. The proposal will not interfere with or diminish the value of other properties in the neighborhood.

The proposal will not cause undue traffic congestion. The existing building is a TOD with a number of transportation options available within a short distance including, Metra, CTA Transit stations, bus routes. Additionally, the Maple Avenue garage that is currently utilized for parking and Sherman Avenue garage which is a proposed for parking use are both a short distance away.

Standards and Guidelines for Planned Developments in D3 District (Sections 6-3-6-9 and 6-11-1-10)
The recently completed planned development was found to be in harmony and comply with general purposes and the intent of the Zoning Ordinance. As well, it is compatible in bulk, scale and land use with surrounding properties. The proposal maintains this compatibility.

DAPR Committee Review
The Design and Project Review Committee reviewed the proposed Adjustment to the Planned Development on October 3, 2018. The Committee voted to recommend a Major Adjustment to the Planned Development for one 1-bedroom unit at 50% AMI and to modify the parking lease from 101 parking spaces to 70 parking spaces within either the Maple Avenue or Sherman Avenue garages.

Recommendation
Based on the analysis above and the DAPR Committee recommendation, staff
recommends the Plan Commission make a positive recommendation to the City Council for the approval of the Major Adjustment to the Planned Development at 1571 Maple Avenue to modify the parking lease condition of approval (Z) from 101 parking spaces to 70 parking spaces available within either the Maple Avenue or Sherman Avenue garages. Staff recommends that the Plan Commission make a recommendation to City Council for a Major Adjustment to the Planned Development to modify the on-site affordable housing condition of approval (Q) to provide one (1) one-bedroom on-site affordable housing unit to households with incomes at or below fifty percent (50%) of Area Median Income (AMI) instead of two (2) housing units affordable to households at or below 100% AMI. The period of affordability of the unit would remain at 10 years from first rent up.

Attachments

- 1571 Maple Avenue Major Adjustment Application
- Parking lease information
- Comparison of annual rental income loss based on 2018 rent restrictions with two units at 100% AMI, one unit at 50% AMI or one unit at 60% AMI
- Ordinance 61-O-16
- Resolution 48-R-16
- Parking Lease between the City and the applicant
- Comments received as of October 4, 2018
- Draft Minutes Excerpt from October 3, 2018 DAPR Meeting
1571 Maple- Application for Major Adjustment To a Planned Development

Section 1: Project Narrative

Section 2: Statements Addressing Relief Standards
Statements of Compliance with Zoning Ordinance
Statements of Site Control and Standards for Planned Developments
Statement of Development Allowances for Planned Developments

Section 3: Application Forms

Section 4: Zoning Analysis (N/A)

Section 5: Parking Analysis
Section 1 Project Narrative

The Applicant, 1571 Maple Avenue, LLC (“Maple”) is the owner and developer of the property at 1571 Maple. In 2015, pursuant to Ordinance number 19-0-15 (“Ordinance”) Maple was granted a Special Use for a Planned Development allowing for construction of a twelve story, 101 dwelling unit residential building with a total of 12 parking spaces on site (“Project”). Pursuant to Section III, paragraph C of the Ordinance, the City granted a Development Allowance providing that a maximum of 12 twelve on-site parking spaces are permitted, whereas subsection 6-16-3-5 would have required 142 parking spaces.

Section IV, paragraph Z required the development to lease an additional 101 parking spaces from the City at the Maple Avenue Parking Garage. The lease agreement was to provide that the initial lease period was for 7 years. After 7 years, the City and the project owner would enter into a new lease, at which time the number of parking spaces may be adjusted to reflect the actual number of parking spaces that have been leased and utilized by tenants within the Project. Thereafter, the lease would be able to be amended every five years reflecting the actual number of parking spaces leased and utilized by tenants of the Project.

The Project was completed in October of 2017. The building was effectively fully leased by June of 2018 with a maximum of 46 parking spaces leased by tenants in the Project. Even then, Maple had to offer incentives to entice tenants to lease spaces in the Maple Street Garage. The tenants have informed Maple that the reason they choose to live in the building is its incredible access to public transportation and being centrally located to any of their needs including grocery stores, entertainment and restaurants so that no car is needed.

Maple seeks a Major Amendment to the Planned Development Ordinance so as to:

(i) reduce the required number of off-site parking spaces from 101 to 50 spaces;
(ii) allow for the number of required leased parking spaces to be adjusted one year after occupancy;

(iii) allow for the City to lease a ‘to be determined’ number of off-site parking spaces to be located within the Sherman Plaza parking garage. These spaces are included in the required 50 off-site parking spaces and are not in addition to the off-site spaces.

The Applicant is also seeking a revision to Section 4, Q, reducing the number of on-site affordable housing units from two to one, and a change to the Area Median Income from 100% of AMI to 60% of AMI. This change better addresses the needs of the City in providing housing for all demographics in the City and is economically the equivalent to what was approved in the Ordinance. The affordable housing provisions of the Ordinance required the Applicant to make a $400,000 donation to the City’s Affordable Housing Fund. To date the first installment ($200,000) has been paid to the City with the second installment to be paid within one (1) year of the Full Certificate of Occupancy (which was issued 4/20/2018), in accordance with the Ordinance provisions.

Section 2
Statements Addressing Relief Standards

Statement of Compliance with Zoning Ordinance and Other Pertinent City Policies

Downtown Evanston Plan: The requested major adjustment is in compliance with the Downtown Evanston Plan in that it balances the need for off-street parking with the City’s desire to promote a compact and walkable downtown. The project as revised is in compliance with the downtown’s compact, walkable, mixed use, and transit-orientated character. The Project has proven that transit orientated development, in the proper location can successfully reduce automotive ownership.

Evanston Comprehensive Plan: The requested major adjustment is in compliance with the Evanston Comprehensive Plan as the existing building is a transit-oriented development, in compliance with Evanston’s goal of having a traditional pedestrian and transit oriented pattern of neighborhoods located conveniently to business districts. The existing
building’s proximity to a CTA EL and Metra stops contributes to Evanston’s plan for a convenient mix of land uses that promote walking, bicycle use and mass transit ridership.

The Comprehensive Plan has always encouraged providing a varied mix of housing types both in size and economic cost. At the time this PUD ordinance was enacted the City had not yet adopted a formal Affordable Housing ordinance with specific requirements. The Applicant had offered the provisions set out in the Ordinance (the contribution and on-site establishment of affordable dwelling units). The contribution was made. It has been determined that the goals of the Comprehensive Plan will be better served by the reduction in the number of affordable housing units from two to one, along with reducing the economic cost of the affordable unit from 100% AMI to 60% AMI. This change better addresses the demographic needs of the City while maintaining the economic costs to the Applicant.

Statement of Site Controls and Standards for Planned Developments

The requested major adjustments are to a previously approved Planned Development. The requested changes are to allow for a modification of the total number of required off-site parking spaces and as to how adjustment of this number may be approved in the future. The major adjustment
reflects the actual parking demand for a building that is immediately adjacent to the EL and Metra stops and is centrally located to businesses serving the residents’ daily needs. The additional revision is to reduce the number of on-site affordable dwelling units from two to one along with a change to the rental cost of the affordable on-site unit. The Affordable Donation remains the same (of which one-half has been paid).

All other site controls and standards will remain as set forth in the Planned Development Ordinance. The original contribution required to the City’s Affordable Housing Fund ($400,000) remains unchanged, of which $200,000 had been paid to date, in accordance with the Ordinance.

The requested relief will have no adverse effects on business and residential uses adjoining the Project and the overall neighborhood.
Statement of Development Allowances for Planned Developments

Maple is seeking a further Development Allowance to Section 6-16-35 allowing for a reduction of Off Site parking from 101 spaces to 50 spaces. The off-site parking was in mitigation of the Development Allowance of 12 parking spaces being located on site.

In addition Maple is seeking to reduce the number of on-site affordable housing units from two to one, along with >>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>

No other Development Allowances, except those granted pursuant to Ord. NO. 19-0-15 are being sought.
PLANNED DEVELOPMENT APPLICATION

Case Number: ____________________

1. PROPERTY

Address(es)/Location(s)

1571 Maple Avenue

Brief Narrative Summary of Proposal:

Applicant is requesting to amend Ordinance No. 19-0-15 which granted a special use for a planned development at 1571 Maple; specifically to amend Section IV, paragraph Z. In order to reduce the required number of leased parking spaces from 100 to 50 spaces, and to allow the City to amend the parking lease and to allow the city to provide parking spaces at Sherman Plaza. In addition applicant seeks a change to the the Affordable Housing provisions of the the Ordinance allowing them to provide one affordable housing unit at 66% of AMI instead of the two affordable housing units as called out for in the Ordinance.

2. APPLICANT

Name: 1571 Maple Avenue LLC c/o Michael McLean Organization: __________________________

Address: 225 West Hubbard, Suite 600 City, State, Zip: Chicago, Illinois 60654

Phone: Work: 312-504-1417 Home: ____________________ Cell/Other: ____________________

Fax: Work: ____________________ Home: ____________________

E-mail: mmclean@condorpartners.net

Please circle the primary means of contact.

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. 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 9/12/18 Date
4. PRE-SUBMISSION REQUIREMENTS

Prior to actually submitting an application for Planned Development, you must:

A. Complete a Zoning Analysis of the Development Plan
   The Zoning Office staff must review the development plan and publish a written determination of
   the plan’s level of compliance with the zoning district regulations. Apply at the Zoning Office.

B. Present the planned development at a pre-application conference
   Contact the Zoning Office to schedule a conference with the Site Plan and Appearance Review
   Committee, the alderman of the ward and the chairman of the Plan Commission.

5. REQUIRED SUBMISSION DOCUMENTS AND MATERIALS

☑️ (This) Completed Application Form
☑️ Application Fee, including postage for required mailing
☐ Two (2) Copies of Application Binder

Your application must be in the form of a binder with removable pages for copying. You must submit two application binders for initial review.

The Application Binder must include:

☐ Certificate of Disclosure of Ownership Interest Form
☐ Plan drawing illustrating development boundary and individual parcels and PINs
☐ Plat of Survey of Entire Development Site
☐ Zoning Analysis Results Sheet
☐ Preliminary Plat of Subdivision.
☐ Pre-application Conference Materials.
☐ Development Plan
☐ Landscape Plan
☑️ Statement addressing how the planned developments approval will further public benefits
☑️ Statement describing the relationship with the Comprehensive Plan and other City land use plans
☐ Statement describing the development’s compliance with any other pertinent city planning and development policies.
☐ Statement addressing the site controls and standards for planned developments
☐ Statement of proposed developments compatibility with the surrounding neighborhood
☐ Statement of the propose developments compatibility with the design guidelines for planned developments
☐ Statements describing provisions for care and maintenance of open space and recreational facilities and proposed
   articles of incorporation and bylaws.
☐ Restrictive Covenants
☐ Schedule of Development
☐ Market Feasibility Statement
☐ Traffic Circulation Impact Study
☐ Statement addressing development allowances for planned developments

Notes:

- Plats of survey must be drawn to scale and must accurately and completely reflect the current conditions of the
  property.
- Building plans must be drawn to scale and must include interior floor plans and exterior elevations.
- Application Fees may be paid by cash, check, or credit card.
6. OTHER PROFESSIONAL REPRESENTATIVE INFORMATION

**Attorney**
Name: Bernard Citron  
Organization: Thompson Coburn LLP
Address: 55 East Monroe Street, 37th Floor  
City, State, Zip: Chicago, Illinois 60603
Phone: 312-346-7500  
Fax: 312-580-2201  
Email: bcitron@thompsoncoburn.com

**Architect**
Name:  
Organization:  
Address:  
City, State, Zip:  
Phone:  
Fax:  
Email:  

**Surveyor**
Name:  
Organization:  
Address:  
City, State, Zip:  
Phone:  
Fax:  
Email:  

**Civil Engineer**
Name:  
Organization:  
Address:  
City, State, Zip:  
Phone:  
Fax:  
Email:  

**Traffic Engineer**
Name:  
Organization:  
Address:  
City, State, Zip:  
Phone:  
Fax:  
Email:  

**Other Consultant**
Name:  
Organization:  
Address:  
City, State, Zip:  
Phone:  
Fax:  
Email:  

Page 3 of 8
7. MULTIPLE PROPERTY OWNERS  Use this page if the petition is on behalf of many property owners.

"I understand that the regulations governing the use of my property may change as a result of this petition. By signing below, I give my permission for the named petitioner on page 1 of this form to act as my agent in matters concerning this petition. I understand that 1) the named petitioner will be the City of Evanston's primary contact during the processing of this petition, 2) I may not be contacted directly by City of Evanston staff with information regarding the petition while it is being processed, 3) I may inquire the status of this petition and other information by contacting the Zoning Office, and 4) the property owners listed below may change the named petitioner at any time by delivering to the Zoning Office a written statement signed by all property owners and identifying a substitute petitioner."

<table>
<thead>
<tr>
<th>NAME and CONTACT INFORMATION (telephone or e-mail)</th>
<th>ADDRESS (es) or PIN(s) of PROPERTY OWNED</th>
<th>SIGNATURE</th>
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## Proposed Change (60% AMI vs. 50% AMI)

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<td><strong>Difference (1 Unit)</strong></td>
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ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S
SCHEDULE OF MAXIMUM ANNUAL INCOME LIMITS FOR MOST OF ITS HOUSING PROGRAMS
EFFECTIVE April 1, 2018
CHICAGO (Cook, Du Page, Lake, Kane McHenry & Will Counties)

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<th>% AMI</th>
<th>1 PERSON LIMIT</th>
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<th>3 PERSON LIMIT</th>
<th>4 PERSON LIMIT</th>
<th>5 PERSON LIMIT</th>
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ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S
SCHEDULE OF MAXIMUM MONTHLY GROSS RENTS FOR MULTIFAMILY PROGRAMS
EFFECTIVE April 1, 2018
CHICAGO (Cook, Du Page, Lake, Kane McHenry & Will Counties)

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61-O-16

AN ORDINANCE

Extending the Time for the Applicant to Obtain a Building Permit to Construct the Planned Development at 1571 Maple Authorized by Ordinance 19-O-15

WHEREAS, the City of Evanston is a home-rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the City has the authority to adopt legislation and to promulgate rules and regulations that protect the public health, safety, and welfare of its residents; and

WHEREAS, it is a well-established proposition under all applicable case law that the power to regulate land use through zoning regulations is a legitimate means of promoting the public health, safety, and welfare; and

WHEREAS, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) grants each municipality the power to establish zoning regulations; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston City Code of 2012, as amended, ("the Zoning Ordinance"); and

WHEREAS, on April 13, 2015, the City Council enacted Ordinance 19-O-15, attached hereto as Exhibit 1 and incorporated herein by reference, which granted a Special Use Permit for a Planned Development (the "Planned Development") at 1571 Maple Avenue (the "Subject Property"), which is legally described in Exhibit 1; and

WHEREAS, Ordinance 19-O-15 approved the construction of a 12-story
mixed use building with 101 residential dwelling units at the Subject Property (the “Project”), which is detailed at length in Exhibit 1; and

WHEREAS, by letter to the City dated May 17, 2016, the Developer and Applicant, 1571 Maple Avenue, LLC (the “Applicant”) requested an extension of the one-year time period to obtain a building permit and start construction for the Planned Development (the “Amendment”); and

WHEREAS, Section 6-11-1-10(A) of the City Code and Section 4(BB) of the Ordinance provides that the Applicant must obtain a building permit and start construction within one (1) year and has not obtained a building permit to date; and

WHEREAS, in order to remain in compliance with the terms of Ordinance 19-O-16 and provide for Applicant to obtain a building permit and start construction, the Applicant requests an amendment to the Planned Development; and

WHEREAS, on May 23, 2016, the Planning and Development Committee ("P&D Committee") held a meeting, in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq), during which it retained jurisdiction over the Planned Development Amendment request; and

WHEREAS, during said meetings, the P&D Committee received input from the public, and carefully deliberated on the Extension request and the Applicant was given notice and the opportunity to be heard at the P&D and City Council meetings; and

WHEREAS, at its meetings of May 23, 2016 and June 13, 2016 held in compliance with the provisions of the Illinois Open Meetings Act, the City Council considered the P&D Committee’s deliberations and recommendations, heard public comment, made findings and considered this Ordinance 61-O-16,
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

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

SECTION 2: Pursuant to the terms and conditions of this ordinance, the
City Council hereby grants an amendment to the Special Use Permit previously
authorized by Ordinance 19-O-15 to allow for the construction and operation of the
Planned Development described herein.

SECTION 3: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance,
the City Council imposes the following conditions on the Special Use Permit granted for
the Planned Development, may be amended by future ordinance(s), and violation of any
of which shall constitute grounds for penalties or revocation of said Special Use 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 operate the Planned Development authorized by the terms of this
ordinance in substantial compliance with the following: the terms of this
Ordinance 61-O-16; terms of Ordinance 19-O-15 which have not been
amended by this Ordinance; all applicable City Code requirements; the
Applicant's testimony to the P&D Committee, and the City Council; and the
approved documents on file in this case.

(b) Changes in Property Use: Any change as to the property's use in the future
must be processed and approved as an additional amendment to the Planned
Development.

(c) Construction Schedule: Construction Schedule: Pursuant to Subsection
6-11-1-10(A)4 of the Zoning Ordinance, the Applicant must obtain a building
permit to within twelve (12) months of the passing of this Ordinance.
Additionally, the Applicant must complete the construction of this Planned
Development within twenty-four (24) months from the date the Applicant
receives its building permit.
(d) **Recording:** Pursuant to Subsection 6-3-6-10 of the Zoning Ordinance, the Applicant shall, at its cost, record a certified copy of this ordinance, including all exhibits attached hereto, with the Cook County Recorder of Deeds, and provide proof of such recordation to the City, before the City may issue any permits pursuant to the Planned Development authorized by the terms of this ordinance.

**SECTION 4:** Except as otherwise provided for in this Ordinance 61-O-16, all applicable regulations of the Ordinance 19-O-15, the Zoning Ordinance, and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and/or provisions of any of said documents conflict with any of the terms herein, this Ordinance 61-O-16 shall govern and control.

**SECTION 5:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, "Applicant" shall be read as "Applicant and its agents, assigns, and successors in interest" and shall mean 1571 Maple Avenue, LLC, and any and all successors, owners, and operators of the Subject Property.

**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:** Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and provisions of any of said documents conflict with the terms herein, this ordinance shall govern and control.

**SECTION 8:** All ordinances or parts of ordinances that are in conflict with the terms of this ordinance are hereby repealed.
SECTION 9: 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 10: The findings and recitals herein are hereby 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.

Ayes: 8
Nayes: 1

Introduced: May 23, 2016
Adopted: ______________, 2016

Attest: 
Rodney Greene, City Clerk

Approved: June 22, 2016

Elizabeth B. Tisdahl, Mayor

Approved as to form:

Michelle Mason, Acting City Attorney

W. Grant Farrar, Corporation Counsel
EXHIBIT 1

ORDINANCE 19-O-15
19-0-15

AN ORDINANCE

Granting a Special Use Permit for a Planned Development
Located at 1571 Maple Avenue in the D3 Downtown Core
Development District

WHEREAS, the City of Evanston is a home-rule municipality pursuant to
Article VII of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the City has the authority
to adopt ordinances and to promulgate rules and regulations that protect the public
health, safety, and welfare of its residents; and

WHEREAS, Article VII, Section (6)a of the Illinois Constitution of 1970,
states that the “powers and functions of home rule units shall be construed liberally,”
was written “with the intention that home rule units be given the broadest powers
possible” (Scadron v. City of Des Plaines, 153 Ill.2d 164, 174-75 (1992)); and

WHEREAS, it is a well-established proposition under all applicable case
law that the power to regulate land use through zoning regulations is a legitimate means
of promoting the public health, safety, and welfare; and

WHEREAS, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1,
et seq.) grants each municipality the power to establish zoning regulations; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal
Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston
City Code of 2012, as amended, (“the Zoning Ordinance”); and
WHEREAS, 1571 Maple Avenue LLC ("Applicant"), the Applicant for the proposed development located at 1571 Maple Avenue, Evanston, Illinois (the "Subject Property"), legally described in Exhibit A, which is attached hereeto and incorporated herein by reference, applied, pursuant to the provisions of the Zoning Ordinance, specifically Section 6-3-5, "Special Uses", Section 6-3-6, "Planned Developments", and Subsection 6-11-1-10, "Planned Developments" in Downtown Zoning Districts, to permit the construction and operation of a Planned Development with accessory parking located at the Subject Property in the D3 Downtown Core Development Zoning District ("D3 District"); and

WHEREAS, the Applicant sought approval to construct a new twelve (12) -story one hundred thirty-three and three tenths (133.3) foot tall mixed-use building consisting of up to one hundred one (101) residential units, with a floor area ratio of 4.8, approximately three thousand, six hundred ninety-six (3,696) gross square footage of commercial space and twelve (12) open on-site parking spaces; and

WHEREAS, construction of the Planned Development, as proposed in the application, requires exception from the strict application of the Zoning Ordinance with regards to the number of dwelling units, height, number of parking spaces provided, floor area ratio, ziggurat street side yard setback from the north property line along Davis Street, ziggurat front yard setback from the east property line along Elmwood Avenue, and ziggurat side yard setback from the northwest side property lines; and

~2~
WHEREAS, pursuant to Subsection 6-3-6-5 of the Zoning Ordinance, the City Council may grant Site Development Allowances from the normal district regulations established in the Zoning Ordinance; and

WHEREAS, on November 5, 2014, December 17, 2014, and January 14, 2015, in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Zoning Ordinance, the Plan Commission held a public hearing on the application for a Special Use Permit for a Planned Development, case no. 14PLND-0118, heard extensive testimony and public comment, received other evidence, and made written minutes, findings, and recommendations; and

WHEREAS, the Plan Commission's written findings state that the application for the proposed Planned Development meets applicable standards set forth for Special Uses in Subsection 6-3-5-10 of the Zoning Ordinance and Planned Developments in the D3 Downtown Core Development District per Subsection 6-11-1-10 of the Zoning Ordinance; and

WHEREAS, on January 14, 2015, the Plan Commission recommended the City Council approve the application with conditions; and

WHEREAS, on March 9, 2015, the Planning and Development ("P&D") Committee of the City Council held a meeting, in compliance with the provisions of the Open Meetings Act and the Zoning Ordinance, received input from the public, carefully considered and adopted the findings and recommendations of the Plan Commission, and recommended approval thereof by the City Council; and

WHEREAS, at its meetings on March 9 and March 23, 2015, held in compliance with the Open Meetings Act and the Zoning Ordinance, the City Council
considered the recommendation of the P&D Committee, received additional public
comment, made certain findings, and adopted said recommendation; and

WHEREAS, it is well-settled law that the legislative judgment of the City
Council must be considered presumptively valid (see Glenview State Bank v. Village of
Deerfield, 213 Ill.App.3d 747) and is not subject to courtroom fact-finding (see National
Paint & Coating Ass'n v. City of Chicago, 45 F.3d 1124),

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

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

SECTION 2: Pursuant to the terms and conditions of this ordinance, the
City Council hereby grants the Special Use Permit applied for in case no. 14PLND-
0118, to allow construction and operation of the Planned Development for a twelve (12)
-story one hundred thirty-three and three tenths (133.3) foot tall mixed-use building
consisting of up to one hundred one (101) residential units, with a floor area ratio of 4.8,
approximately three thousand, six hundred ninety-six (3,696) gross square footage of
commercial space and twelve (12) open on-site parking spaces.

SECTION 3: The City Council hereby grants the following Site
Development Allowances:

(A) Number of Dwelling Units: A Site Development Allowance is hereby granted for
one hundred one (101) residential dwelling units, whereas subsection 6-11-4-
4(B) of the Zoning Ordinance allows for a maximum of seventy three (73)
residential dwelling units in the D3 District.

(B) Height: A Site Development Allowance is hereby granted for a building height of
one hundred thirty-three and three tenths (133.3) feet, whereas subsection 6-11-
4-8 of the Zoning Ordinance allows for a maximum building height of eighty-five (85) feet in the D3 District.

(C) **Number of Parking Spaces:** A Site Development Allowance is hereby granted for a total of twelve (12) on-site parking spaces, whereas subsection 6-16-3-5 of the Zoning Ordinance requires a minimum of one hundred forty two (142) parking spaces for the proposed Planned Development in the D3 District.

(D) **Floor Area Ratio ("FAR"):** A Site Development Allowance is hereby granted for an FAR of 4.8, whereas subsection 6-11-4-6 of the Zoning Ordinance requires a maximum FAR of 4.5 in the D3 District.

(E) **Ziggurat Street Side Yard Setback from the North Property Line Along Davis Street:** A Site Development Allowance is hereby granted for a ziggurat setback of twenty-four (24) feet at a height of thirty seven and three tenths (37.3) feet, whereas subsection 6-11-1-4 of the Zoning Ordinance requires a ziggurat setback of forty (40) feet for a structure above forty two (42) feet along Davis Street.

(F) **Ziggurat Front Yard Setback from the East Property Line Along Elmwood Avenue:** A Site Development Allowance is hereby granted for a ziggurat setback of four (4) feet at a height of thirty seven and three tenths (37.3) feet, whereas subsection 6-11-1-10(C)(1)(c) of the Zoning Ordinance requires a ziggurat setback of thirty (30) feet for a structure above forty two (42) feet from any front lot line or side lot line abutting a street in the D3 District.

(G) **Ziggurat Side Yard Setback from the Northwest Side Property Lines:** A Site Development Allowance is hereby granted for a ziggurat setback of nine and nine tenths (9.9) feet at a height of thirty seven and three tenths (37.3) feet, whereas subsection 6-11-1-4 of the Zoning Ordinance requires a ziggurat setback of twenty-five (25) feet for a structure above forty two (42) feet from an interior side lot line in the D3 District.

**SECTION 4:** Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the Special Use Permit granted hereby, which may be amended by future ordinance(s), and violation of any of which shall constitute grounds for penalties or revocation of said Special Use 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 operate the Planned Development authorized by the terms of this ordinance in substantial compliance with the following: the terms of this ordinance; the Site
and Landscape Plans in Exhibit B and C, attached hereto and incorporated herein by reference; all applicable City Code requirements; the Applicant’s testimony and representations to the Site Plan and Appearance Review Committee, the Plan Commission, the P&D Committee, and the City Council; and the approved documents on file in this case.

(B) **Construction Management Plan:** The Applicant shall sign and agree to a Construction Management Plan (CMP) with the City of Evanston prior to issuance of the Building Permit. The CMP shall include but is not limited to the following: construction staging plan, on-street and on-site construction parking restrictions, hours of operation, a plan including cross sections showing pedestrian access around the site with the use of curb ramps, signage and/or striping, foundation survey of surrounding structures including weekly reporting of seismographs for the duration of construction, submittal of environmental testing report prior to construction, visibility diagram for all construction site access points, proposed schedule for street opening for utility connections with cross section details, and project updates via monthly newsletter and project website.

(C) **On-Site Parking Spaces:** The on-site parking spaces must be available to the public for short term use with a maximum two (2) hour time limit. The public parking must be available between the hours of 10:00 a.m. and 5:00 p.m. on any given Monday through Friday. The on-site management company must manage the parking lot and arrange for any violators not in compliance with the parking restrictions to be towed.

(D) **Maple Avenue Signage:** A "Public Parking" Sign must be installed near the parking entrance at Maple Avenue.

(E) **On-Site Electric Charging Station:** One on-site electric charging station must be installed and available to the public and be free of charge.

(F) **Mechanical Equipment Located on the Roof:** The Applicant agrees to install sound-abating fences or enclosures around the mechanical equipment area on the roof of the Planned Development.

(G) **Landscaping on Elmwood Avenue:** Applicant must install and maintain the landscaping materials on the east side of Elmwood Avenue along the railroad embankment directly across from the Subject Property, as depicted in Exhibit C.

(H) **Maintenance Plan:** Applicant must provide a three (3) year maintenance plan for the landscaping materials installed on the green roofs prior to issuance of a building permit by the City of Evanston.

(I) **On-Site Car Share Spaces:** Two on-site car share spaces must be available through an arrangement with a common third party commercial car-share company. Applicant must also fully subsidize one car share membership per unit for all residential units.
(J) **Bicycle Parking Facilities:** The Applicant must install a minimum of sixteen (16) reverse "U"-shaped bicycle parking facilities near the intersection of Maple Avenue and Elmwood Avenue for public use.

(K) **Sidewalk Streetscape Work:** All sidewalk streetscape work must be constructed of concrete with a brick paver band at the curb in accordance with the downtown streetscape standards.

(L) **Glass Exteriors:** The Applicant must either demonstrate that the external materials will be of a bird-safe nature or install bird-safe finishes to the glass exteriors.

(M) **Loading Space:** One parking space within the on-site parking lot must be designated a short-term loading space for the Residents.

(N) **Landscape Design:** The Applicant shall install and maintain all landscaping materials as depicted in Exhibit C.

(O) **Streetscape Improvements:** The Applicant shall construct the streetscape improvements inclusive of new street trees along Elmwood Avenue and Maple Avenue per proposed development plans and landscape plans in Exhibit B and Exhibit C.

(P) **Affordable Housing Contribution:** The Applicant shall pay a one-time contribution of four hundred thousand dollars ($400,000) to the City's Affordable Housing Fund. The contribution will be made in two (2) installments. The first installment shall be made within ten (10) business days of the issuance of the Final Certificate of Occupancy (FCO) and the second installment shall be made within one (1) year of the FCO issuance date.

(Q) **Affordable Housing in the Development:** The Applicant shall provide two (2) one (1) bedroom on-site affordable housing units (with a goal of one (1) one-bedroom unit and one (1) two-bedroom unit) to households earning at or below one hundred percent (100%) of Area Median Income (AMI). The units provided shall be equal in size to the market-rate units within the building. The period of affordability for the units shall be for ten (10) years. The Applicant must submit a compliance report by January 31st of each year to the Housing and Grants Division of the Community Development Department showing the following: (1) unit number; (2) number of bedrooms; (3) tenant name; (4) number of persons in each affordable household unit; (5) annual gross income of each household occupying each affordable housing unit; (6) date of income certification; and (7) monthly unit rent. The compliance report must also include the list of any utilities included in rent.

(R) **Divvy Sponsorship:** The Applicant shall pay a one-time Divvy sponsorship contribution in the amount of fifty six thousand dollars ($56,000).
City of Evanston Employment: The Applicant agrees to employ at least five (5) Evanston residents, with a goal of ten (10) Evanston residents, during construction.

Commercial Space: The Applicant agrees to incorporate the commercial space along Davis Street to enhance the commercial and pedestrian character of the area per development plans in Exhibit B.

LEED Silver Certification: The Applicant agrees to comply with the City of Evanston Green Building Ordinance and obtain a LEED Silver Certification Rating or higher for the Planned Development on the Subject Property.

Pervious Parking Lot: The Applicant agrees to install a pervious parking lot on the Subject Property.

Green Roof Construction: The Applicant shall construct multiple green roofs as depicted in the development plans in Exhibit B and landscape plans in Exhibit C.

Landscaped Seating Areas: The Applicant agrees to install two landscaped seating areas along Maple Avenue per landscape plans in Exhibit C.

Easement: The Applicant agrees to prepare and record an easement for a six-foot wide area along the north edge of the on-site parking lot for the use of commercial properties at the southeast corner of Maple Avenue and Davis Street to accommodate trash pick-up on Maple Avenue rather than Davis Street. A copy of the recorded easement document must be submitted prior to issuance of a building permit by the City of Evanston.

Parking Lease: The Applicant must agree and sign a long-term parking lease agreement with the City of Evanston to lease one hundred one (101) parking spaces based on the standard current monthly parking fee from the Maple Avenue Parking garage located at 1800 Maple Avenue. The lease agreement will mandate that the Applicant pay any increases in the rental rate structure through the term of the lease agreement. The long-term lease agreement shall initially be set for a minimum period of seven (7) years. For the lifetime of the project, the Applicant must require all Residents to disclose their vehicle ownership and conduct periodic reviews to ensure that all vehicles owned by Residents of the building are accounted for within the Maple Avenue garage. The Applicant must provide the certified vehicle ownership report to the City of Evanston annually by January 31st of each calendar year during the first seven (7) year period from the issuance of the Final Certificate of Occupancy. The City of Evanston's Department of Administrative Services will monitor the Applicant's certified vehicle ownership reports and the costs incurred by the City of Evanston for such oversight shall be paid for by Applicant's parking lease fees. If at any time during this initial seven (7) year period such annual vehicle ownership report indicates that the Residents of the building own more than one hundred one
(101) cars and require more than one hundred one (101) parking spaces, the Applicant agrees to amend the parking lease agreement with the City and lease the additional parking spaces necessary. The Applicant also agrees to deny apartment leases to potential Residents who own vehicles until such time as the number of vehicles owned by the Residents of the building and required to park in the Maple Avenue garage by terms of this Ordinance falls below one hundred one (101) or until the surplus parking spaces can be accommodated in the revised lease agreement with the City of Evanston.

Following the seven (7) year anniversary of the initial parking lease agreement date, the parking lease agreement may be amended. The number of parking spaces leased from the City may be reduced to match the highest number of vehicles owned by the Residents and required to park in the Maple Avenue garage by the terms of this Ordinance in any year during the initial seven (7) year period per the annual parking reports. The number of parking spaces leased by the City may not be reduced in the first seven (7) years and any reduction after the seven (7) year anniversary shall be approved by the City Council as an amendment to the parking lease agreement.

Following the expiration of the seven (7) year anniversary of the parking lease agreement, the agreement can be modified every five years thereafter but not before, to match the highest number of vehicles owned by the Residents and required to park in the Maple Avenue garage by the terms of this Ordinance during any calendar year in the preceding five (5) year term per the annual parking report. Any amendments to the number of parking spaces leased from the City of Evanston or any other amendments to the lease agreement, including term extensions, shall be approved by the City Council as an amendment to the parking lease agreement.

The Applicant must hold a valid long-term parking lease agreement with the City of Evanston for the lifetime of the project unless this condition is amended by the City Council of the City of Evanston as an amendment to the Planned Development.

(AA) **South Elevation of Development:** Applicant will exercise reasonable commercial efforts to work with City staff and the Winthrop Club Condominium Association to modify the south elevation to maximize privacy for the residents in condominium units which will face the development and to minimize the impact on their building located at 1570 Elmwood Avenue.

(BB) **Construction Schedule:** Pursuant to Subsection 6-11-1-10(A)4 of the Zoning Ordinance, the Applicant shall obtain a building permit within twelve (12) months of the passing of this Ordinance. Additionally, the Applicant must complete the construction of this Planned Development within twenty-four (24) months from the date the Applicant receives its building permit.
(CC) Recordation: Pursuant to Subsection 6-3-6-10 of the Zoning Ordinance, the Applicant shall, at its cost, record a certified copy of this ordinance, including all exhibits attached hereto, with the Cook County Recorder of Deeds, and provide proof of such recordation to the City, before the City may issue any permits pursuant to the Planned Development authorized by the terms of this ordinance.

SECTION 5: When necessary to effectuate the terms, conditions, and purposes of this ordinance, "Applicant" shall be read as "Applicant's tenants, 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: Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and provisions of any of said documents conflict with the terms herein, this ordinance shall govern and control.

SECTION 8: All ordinances or parts of ordinances that are in conflict with the terms of this ordinance are hereby repealed.

SECTION 9: 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 10: The findings and recitals herein are hereby 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: March 23, 2015
Adopted: April 13, 2015

Approved: April 15, 2015
Elizabeth B. Tisdahl
Mayor

Attest: Rodney Greene, City Clerk

Approved as to form:
W. Grant Farrar, Corporation Counsel
EXHIBIT A

Legal Description


PARCEL 2: THE NORTH 150 FEET OF THAT PART OF BLOCK 63 IN EVANSTON WHICH LIES WEST OF THE RIGHT OF WAY OF THE CHICAGO AND MILWAUKEE RAILROAD (KNOWN AS THE CHICAGO AND NORTHWESTERN RAILROAD) (EXCEPT THEREFROM THE WEST 83 1/2 FEET AND EXCEPT THAT PART THEREOF DEDICATED FOR STREET PURPOSES) SAID BLOCK 63 BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE SOUTH 40 FEET OF THE NORTH 190 FEET OF THAT PART OF BLOCK 63 IN EVANSTON WHICH LIES WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY (EXCEPT THEREFROM THE WEST 120 FEET THEREOF AND EXCEPT THAT PART THEREOF DEDICATED FOR STREET PURPOSES) SAID BLOCK 63 BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE WEST 83 1/2 FEET OF THE SOUTH 20 FEET OF THE NORTH 150 FEET OF BLOCK 63 IN THE VILLAGE OF EVANSTON, BEING A SUBDIVISION OF PARTS OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: THE EAST 20 FEET 10 INCHES OF THE WEST 83 FEET 5 1/2 INCHES OF THE NORTH 130 FEET OF BLOCK 63 IN THE VILLAGE OF EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PINS: 11-18-310-004-0000
11-18-310-006-0000
11-18-310-007-0000
11-18-310-008-0000
11-18-310-019-0000
11-18-310-020-0000

COMMONLY KNOWN AS: 1571 Maple Avenue, Evanston, IL 60201
EXHIBIT B

Development Plans
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EXHIBIT C

Landscape Plans
1571 Maple Avenue
Green roof narrative

The green roof areas for 1571 Maple Avenue will be a mix of intensive and extensive green roof systems. Intensive green roofs have increased growing media depths and allow for a wider variety of plant material and uses while extensive green roofs are thinner in soil depth, lighter in weight and have a limited plant palette.

Intensive green roof areas will be located on the 2nd, 4th and 11th floors. These areas will contain a built up green roof system that will range in soil depths from 6" in the majority of the areas to 36" at areas where small ornamental trees will be planted, typically at parapet wall locations. The soil used will be a lightweight soil media such as Midwest Trading's PM-35 or an approved equal. The 6" depth areas will contain a mix of perennials, ornamental grasses and groundcovers. The 36" depth area will have 12'-0" multi-stem ornamental trees. This plant palette allows for seasonal interest all throughout the year. The layers of the green roof system will consist of the following, starting from the top: vegetation, growing media, drainage mat with filter fabric, Styrofoam (as needed), and root barrier. These layers sit atop the waterproof membrane and structural slab.

The green roof area on the 11th floor will also have outdoor use spaces such as an outdoor kitchen with countertops, barbeque grill stations and outdoor sinks. Seating areas in various sizes will also accommodate users for dining, small group seating and lounging around a fire feature. Freestanding planters with annual plantings will also be located in this area.

Extensive green roof areas will be located on the 12th floor. These areas will contain a built up green roof system that will have a soil depth of 4". The soil used will be a lightweight soil media such as Midwest Trading's PM-35 or an approved equal. The 4" depth areas will contain a sedum carpet mat planted with a mix of sedums varying in height and colors. This plant palette allows for seasonal interest all throughout the year. The layers of the green roof system will consist of the following, starting from the top: vegetation, growing media, drainage mat with filter fabric, Styrofoam (as needed), and root barrier. These layers sit atop the waterproof membrane and structural slab.
48-R-16

A RESOLUTION

Authorizing the City Manager to Enter Into a Parking Lease Agreement with 1571 Maple Avenue, LLC at the City Garage Located at 1800 Maple Avenue

WHEREAS, the City of Evanston ("City") owns a parking garage at the location commonly known as 1800 Maple Avenue in Evanston, Illinois, and a parking lot at the location commonly known as 1800 Maple Avenue; and

WHEREAS, on April 13, 2015, the City Council enacted Ordinance 19-O-15 which granted a Special Use Permit for a Planned Development (the "Planned Development") at 1571 Maple Avenue (the "Subject Property"); and

WHEREAS, Condition Z of the Ordinance 19-O-15 required the Applicant to sign a lease agreement for 101 parking spaces in the 1800 Maple Avenue parking garage; and

WHEREAS, the City Council of the City of Evanston has determined that the best interests of the City would be served by leasing parking spaces for residents of the future development at 1571 Maple Avenue; and

WHEREAS, pursuant to Section 1-17-4-1 of the Evanston City Code of 2012, the City Council may authorize leases of parking by resolution,

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

SECTION 1: The City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City, a lease
between the City and 1571 Maple Avenue, LLC for parking in the City Parking Garage, 1800 Maple Avenue, attached hereto as Exhibit 1 and incorporated herein by reference.

**SECTION 2:** The City Manager is hereby authorized and directed to negotiate any additional terms and conditions of said leases as he may determine to be in the best interests of the City and in a form acceptable to the Corporation Counsel.

**SECTION 3:** This Resolution shall be in full force and effect from and after its adoption.

\[Signature\]  
Elizabeth B. Tisdahl, Mayor

Attest:  
Rodney Greene, City Clerk

Adopted: **July 25, 2016**
EXHIBIT 1

Parking Lease Agreement
EXHIBIT 1

Ordinance 19-O-15
EXHIBIT A TO EXHIBIT 1

Legal Description of Tenant’s Property

PARCEL 1:

PARCEL 2:
The north 150 feet of that part of block 63 in Evanston which lies west of the right of way of the Chicago and Milwaukee Railroad (known as the Chicago and Northwestern Railroad) (except therefrom the west 83 1/2 feet and except that part thereof dedicated for street purposes) said block 63 being situated in the southwest 1/4 of section 18, township 41 north, range 14, east of the third principal meridian, in Cook County, Illinois.

PARCEL 3:
The south 40 feet of the north 190 feet of that part of block 63 in Evanston which lies west of the right of way of the Chicago and Northwestern Railroad Company (except therefrom the west 120 feet thereof and except that part thereof dedicated for street purposes) said block 63 situated in the southwest 1/4 of section 18, township 41 north, range 14, east of the third principal meridian, in Cook County, Illinois.

PARCEL 4:
The west 83 1/2 feet of the south 20 feet of the north 150 feet of block 63 in the village of Evanston, being a subdivision of parts of section 13, township 41 north, range 13, east of the third principal meridian, and
IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:
THE EAST 20 FEET 10 INCHES OF THE WEST 83 FEET AND 5 1/2 INCHES OF THE NORTH 130
FEET OF BLOCK 63 IN VILLAGE OF EVANSTON IN SECTION 18, TOWNSHIP 41
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS

PINS:
11-18-310-004-0000
11-18-310-006-0000
11-18-310-007-0000
11-18-310-008-0000
11-18-310-019-0000
11-18-310-020-0000

ADDRESS: 1571 MAPLE AVENUE, EVANSTON, ILLINOIS 60202
EXHIBIT 2

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

PARCEL 4 - PARKING

LOT 4 OF THE CHURCH MAPLE RESUBDIVISION BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS.

PINS: 11-18-117-004-0000

ADDRESS: 1800 MAPLE AVENUE, EVANSTON, ILLINOIS 60202
PARKING LEASE AGREEMENT
FOR PARKING IN THE 1800 MAPLE AVENUE GARAGE BETWEEN

THE CITY OF EVANSTON

AND

1571 MAPLE AVENUE, LLC
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PARKING LEASE AGREEMENT

1. **Date and Parties.** This Parking Lease Agreement ("Agreement") is made on this day of **July** 2016 (the "Effective Date"), by and between the City of Evanston, an Illinois municipal corporation ("Landlord"), and 1571 Maple Avenue, LLC, an Illinois limited liability company ("Tenant").

2. **Planned Development Project** Tenant is the fee owner of the property commonly known as 1571 Maple Avenue, Evanston, Illinois, legally described on Exhibit A to Exhibit 1 attached hereto and incorporated herein ("Tenant’s Property"). Tenant intends to construct a mixed use building on Tenant’s Property ("Project") that includes 101 rental apartment units in accordance with the terms and conditions of that certain City of Evanston Ordinance 19-O-15, a copy of which is attached hereto as Exhibit 1 ("Ordinance"). The Ordinance, among other things, authorized the issuance of a Special Use Permit for a Planned Development and certain Site Development Allowances to permit construction of the Project.

3. **Leased Premises.** Landlord is the fee owner of the property legally described in Exhibit 2, attached hereto and incorporated herein, and commonly known as 1800 Maple Avenue, Evanston, Illinois 60201 ("Property"), which Property is improved with a parking garage ("Public Garage"). In furtherance of the requirements of the Ordinance, Tenant desires to lease from Landlord, and Landlord agrees to lease to tenant, one hundred one (101) covered parking spaces in the Public Garage (such number of spaces, the "Leased Premises") subject to the terms and conditions of this Agreement. Landlord and Tenant acknowledge and agree that the number of covered parking spaces constituting the Leased Premises is subject to adjustment after the expiration of the Initial Term and any Renewal Term (each, as hereinafter defined) as set forth in Section 5(e) of this Agreement.

4. **Lease Term.** The initial term ("Initial Term") of this Lease shall start on the date of issuance of the Final Certificate of Occupancy and end at midnight on the last day of the calendar month that is seven (7) years (eighty-four (84) months) after the Rent Commencement Date (as defined in Section 6). Subject to the notice requirements of this Agreement, and provided that at the time of such notice the Tenant is not then in Default (as herein defined) under the terms of this Agreement, the Tenant is hereby granted the right and privilege (each, a "Renewal Option") to extend this Agreement one or more successive times, each for a period of five (5) years (each, a "Renewal Term"). Each Renewal Option shall be exercised, if at all, pursuant to the terms of Section 9 of this Agreement. If Tenant does not exercise the first Renewal Option, this Agreement shall end on the last day of the Initial Term, unless terminated at an earlier date. Tenant and Landlord acknowledge and agree that this Agreement is intended to remain in effect with the Landlord for the time that the Tenant’s Project at 1571 Maple Avenue, Evanston, Illinois, serves as a residential building, unless Condition Z of the Ordinance is amended by the City Council of the City of Evanston as an amendment to the Planned Development or unless otherwise terminated pursuant to one of the express provisions hereof.

5. **Annual Vehicle Ownership Reports.** During the Initial Term and any Renewal Term, Tenant is obligated to provide certain disclosures related to vehicle ownership at the Project as set forth below and in Sections 10 and 11 hereof.
(a) For the Initial Term and any additional Renewal Terms, if any, of this Agreement, Tenant shall require all residents of the Project to disclose whether they own a vehicle. Tenant shall also conduct periodic reviews of the number of vehicles owned by Project residents to ensure that the number parking spaces in the Leased Premises can accommodate such number of vehicles. Tenant shall provide a certified vehicle ownership report to the Landlord annually by January 31st of each calendar year during the Initial Term and any Renewal Term of this Agreement.

(b) Landlord will monitor the Tenant’s certified vehicle ownership reports. The costs incurred by the Landlord to monitor the Tenant’s certified vehicle ownership report shall be included in the Rent.

(c) If at any time during the Initial Term the annual vehicle ownership report indicates that the residents of the Project own more than one hundred one (101) vehicles, and thus require more than one hundred one (101) parking spaces in the Public Garage, then Landlord and Tenant agree to amend this Agreement to increase the number of parking spaces that constitute the Leased Premises to include the additional necessary parking spaces. Such amendment will be reviewed by the City Council, and if approved, must constitute an amendment to this Agreement.

(d) Tenant agrees to deny apartment leases to potential residents of 1571 Maple Avenue, Evanston, Illinois, who own vehicles until such time as the number of vehicles owned by the residents of the building and required to park in the 1800 Maple Avenue garage falls below one hundred one (101) needed spaces, or until the surplus parking spaces can be accommodated in a revised lease agreement with the Landlord as provided in Section 5(c) hereof.

(e) During the Initial Term, if Tenant’s certified vehicle ownership report indicates that the number of vehicles owned by Project residents is less than one hundred one (101) vehicles, then, effective as of the expiration of the Initial Term, Tenant may request an amendment to this Agreement to reduce the number of parking spaces that constitute the Leased Premises to the highest number of spaces evidenced on the annual vehicle ownership reports during the Initial Term. Such amendment will be reviewed by the City Council, and if approved, must constitute an amendment to this Agreement, effective for the succeeding Renewal Term, and the Rent during such Renewal Term shall be adjusted based on the number of parking spaces required. Thereafter, if the annual vehicle ownership reports evidence a further decrease in vehicle ownership during any Renewal Term, Tenant is permitted to request an amendment to this Agreement that will be reviewed by the City Council, and if approved must constitute an amendment to this Agreement, effective as of the commencement of the succeeding Renewal Term and subject to the corresponding reduction in Rent.

6. **Rent.** As required under the Ordinance, during the Initial Term and any Renewal Term, the Tenant agrees to pay the Landlord as rent for the Leased Premises, an amount equal to the standard monthly rate in effect from time to time at the Public Garage for a leased automobile space. For purposes of this Agreement, monthly rent shall equal: the actual monthly standard automobile parking fee in effect at the Public Garage multiplied by 101 parking spaces, as required by the Ordinance (collectively, “Rent”). Rent shall be prepaid in monthly installments on or before the first day of each month during the Initial Term, or any Renewal Term, as the case may be. Rent and other charges due under this Lease shall be made payable to City of Evanston, and delivered to City of Evanston, Attn: Collector’s Office, 2100 Ridge Avenue, Evanston, Illinois 60201 or at such other place as Landlord may from time to time
designate in writing. Rent shall begin to accrue as of the date that is 180 days after the day Tenant receives a Certificate of Occupancy from Landlord for the Project (such date, the “Rent Commencement Date”). Landlord may, in its sole discretion, increase the standard monthly parking rate for automobiles at the Public Garage and deliver written notice thereof to Tenant. Notwithstanding anything to the contrary in this Agreement, such changes to the Rent made pursuant to this Section 6 shall not require a written amendment to this Agreement and shall be deemed effective as of the first day of the month that occurs not less than thirty (30) days after Tenant’s receipt of Landlord’s notice as required in this Section, and commencing with such month, Tenant shall pay to Landlord the increased standard monthly rate.

7. **Transponders.** Tenant shall be issued a total number of transponders equivalent to the total number of parking spaces in the Leased Premises as provided for in this Agreement. The cost of the transponders shall be at the Tenant’s sole expense and shall be provided by the Landlord. Tenant is solely responsible for maintaining and insuring proper use of all transponders. Any attempt to manipulate or circumvent any parking procedures or the provisions of this Agreement may result in immediate revocation of parking privileges. Tenant acknowledges that the transponder must be used upon entry and exit to the Public Garage. Absent such use, Tenant may be subject to the daily parking rate for said facility. Tenant acknowledges that a replacement charge for lost or damages transponders will be imposed by Landlord at the Tenant’s sole expense and a deposit fee will need to be posted for each transponder.

8. **Non-Exclusive Use.** Spaces in the Public Garage shall not be reserved for exclusive use by the Tenant. Tenant shall have non-exclusive use of the number of spaces that constitute the Leased Premises and for parking purposes only. The Tenant acknowledges and agrees that only residents of the Project will be permitted to use the Leased Premises under this Agreement. Landlord will supply permits to Tenant for display in resident vehicles parked in the Leased Premises. Vehicles parked in the Public Garage without a Landlord issued permit clearly displayed in the vehicle will be subject to being ticketed and/or towed. Tenant will instruct its residents that they may park anywhere in the Leased Premises except the roof of the facility.

9. **Renewal.** The Tenant shall exercise each Renewal Option, if at all, by written notice delivered to Landlord within sixty (60) days of the expiration of the Initial Term or then current Renewal Term, as the case may be. All of the terms and provisions of this Agreement shall apply to each Renewal Term except that the description of the number of spaces in the Leased Premises and the Rent shall be adjusted accordingly if Tenant has exercised the right to request such adjustments pursuant to Section 5(e) of this Lease. In the event the Tenant timely exercises a Renewal Option, the Landlord and the Tenant each agree to execute an amendment to this Agreement in a form reasonably acceptable to Landlord and Tenant and such amendment shall be approved by the City Council as an amendment to this Agreement. In the event Tenant seeks to not renew the Agreement, Tenant must provide written notice of its plan of compliance with conditions set forth in the Ordinance, notably Condition Z.

10. **Accounting of Leased Spaces.** If requested by Landlord, Tenant shall deliver to Landlord the following information, along with a statement signed by an authorized representative of Tenant certifying:
11. **Books and Records.** Tenant shall maintain complete and accurate books and records of account in accordance with generally accepted business and accounting practices with respect to the use of and licensing and subleasing of the Leased Premises to sublessees (but not including any revenues derived from such licenses). The books and records of account shall be retained by Tenant for four (4) years, and, upon request by Landlord, Tenant shall deliver possession of the books and records, or accurate copies thereof, to Landlord. In addition, upon expiration or termination of this Agreement, and for four years thereafter, Tenant shall make available to Landlord for inspection and copying (at no expense to Landlord) the books and records of four (4) years preceding the expiration or termination of this Agreement. Landlord or its authorized representatives may conduct at any time upon reasonable prior notice, an audit or inspection of the books and records of Tenant relating to the licensing or subleasing of the Leased Premises to sublessees solely for the purpose of determining the degree to which sublessees used the Leased Premises and whether Tenant has complied with this Agreement and City of Evanston Ordinance 19-O-15. The obligations of Tenant under this Section shall survive the expiration or early termination of this Agreement.

12. **Compliance with Law.** Tenant shall not use the Leased Premises, or knowingly permit anything to be done in or about the Leased Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

13. **Landlord Repair Responsibility.** Landlord shall repair and maintain the Leased Premises, including snow removal, paving, repair of potholes, and curb cuts. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance if need for such repair is due to the neglect on the part of the Tenant. Tenant shall provide Landlord with written notice of any repairs needed and Landlord shall address said repair(s) within a reasonable time to be agreed between City and Tenant. If during such repairs, Landlord is unable to make the number of parking spaces required under this Agreement available for use by residents of the Project for a period of ten (10) consecutive days or more, then Rent shall abate on a per diem basis and for the number of parking spaces affected accordingly. Such abatement shall be applied to the next monthly installment of Rent due, or if the last required installment of Rent has been paid, Landlord shall refund such amount to Tenant within thirty (30) days of the completion of such repair. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain which are governed by Sections 19 and 20, respectively, of this Agreement.

14. **Tenant Alterations Prohibited.** Tenant shall not, at any time during the Lease Term, make any alterations, decorations, additions, or improvements to the Leased Premises.

15. **Utilities.** Landlord shall be responsible for and pay for all utilities supplied to the Leased Premises.

16. **Insurance to be Maintained by Landlord.** Throughout the term, Landlord covenants to maintain insurance with respect to the Public Garage insuring against loss or
17. **Casualty/Restoration.** In the event the Public Garage is damaged by fire, explosion or any other casualty and as a consequence thereof, Landlord is unable to provide the required number of spaces at the Leased Premises, then Tenant’s Rent shall abate based on the number of unavailable parking spaces, for such time and until such restoration and repair is completed. Any credit due to Tenant will be applied to the succeeding Rent payment(s) due, or if no such payment shall become due, then Landlord shall refund such amount to Tenant on or prior to the date that is thirty (30) days after completion of the restoration. In the event that Landlord elects not repair, then this Agreement shall terminate as of the date of the casualty and notwithstanding anything to the contrary in the Ordinance, Tenant shall have no further obligation to lease parking spaces from Landlord and the Project shall be deemed conforming as to parking. Notwithstanding, the foregoing, Landlord may elect to nullify such termination by written notice to tenant delivered within ninety (90) days of the date of termination if Landlord makes comparable parking accommodations available to Tenant for an equal or lesser number of spaces within the same or lesser distance from the Project at or below the Rent rates in effect as of the date of termination. In the event that Landlord timely notifies Tenant of such election, Landlord and Tenant shall amend this Agreement to reflect the substitute location of the Leased Premises, number of parking spaces and Rent generally charged for monthly automobile parking at the substitute location, and such other modifications to terms and conditions that are warranted on the basis of such substitution and this Agreement shall remain in full force and effect.

18. **Eminent Domain.**

(a) **More than 50% Taken:** If 50 percent (50%) or more of the Public Garage is taken for a public or quasi-public use, this Agreement will terminate as of the date of the physical taking, and notwithstanding anything to the contrary in the Ordinance, Tenant shall have no further obligation to lease parking spaces from Landlord and the Project shall be deemed conforming as to parking. Notwithstanding the foregoing, the landlord may elect to nullify such termination by providing substitute, comparable parking in accordance with the provisions of Section 19 hereof.

(b) **Less than 50% Taken:** If the taking affects less than 50 percent of the Public Garage and Landlord continues to provide the required number of parking spaces to Tenant, then Landlord will, with reasonable diligence, proceed at Landlord’s expense to repair or reconstruct the Public Garage to a tenantable covered parking condition within 90 days after the date of the actual physical taking.

(c) **Abatement of Rent:** During any repair, Tenant’s Rent shall abate based on the number of unavailable parking spaces, for such time and until such restoration and repair is completed. Any credit due to Tenant will be applied to the succeeding Rent payment(s) due, or if no such payment shall become due, then Landlord shall refund such amount to Tenant on or prior to the date that is thirty (30) days after the completion of the repair.

(d) **Right to Condemnation Award:** Any award made in any condemnation proceeding for the taking of any part of the Premises will be the sole property of Landlord.
19. Assignment, Subletting and Ownership.

(a) Prohibition against Transfer. Tenant may, without Landlord's consent and notwithstanding anything to the contrary in this Agreement, sublet all or any portion of the Leased Premises or assign the Lease to (i) a subsidiary, parent, affiliate, division or corporation controlled by or under common control with Tenant; or (ii) a successor corporation related to Tenant by merger, consolidation, reorganization or government action. Additionally, Tenant may assign this Lease (x) to a successor owner in the event of a sale of Tenant's Property, or (y) to Tenant's lender as additional security for Tenant's loan, and in either case, Landlord shall consent to such assignment, the form of which assignment and consent shall be subject to the reasonable approval of the parties. In the case of an assignment pursuant to clause (y) hereof, if requested by Tenant's lender to protect and perfect its interest in the Lease and to maintain the conforming status of the Project, Landlord agrees to: permit the Lease or a memorandum thereof to be recorded; allow Tenant's lender to obtain and record a leasehold mortgage; and if requested, enter into a lessor's agreement in form and substance reasonably satisfactory to Tenant's lender and Landlord. No portion of the Leased Premises shall be sublet for any purpose other than parking. All subleases or assignments must be in compliance with current provisions of the City of Evanston Code.

(b) Any attempt or purported transfer, assignment, subletting, mortgage, or agreement (hereinafter collectively referred to as a “Transfer”) other than what is stated in this Section 21, without Landlord's prior written consent shall be void and of no force or effect and shall not confer any interest or estate in the purported transferee. However, Tenant shall remain liable for any and all rents and monies due Landlord up to and including the date of such termination and shall not be relieved of its obligations and responsibilities to pay all amounts due to Landlord.

20. Signs. Tenant may not erect or install any signage, of any nature or design, without Landlord's prior written consent and without following the submission and approval process set forth in the City Code.

21. Indemnification. Except as otherwise provided in this Agreement, Tenant shall protect, indemnify and save Landlord and its officers, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Leased Premises, arising out of or in connection with Tenant's use or occupancy of the Leased Premises or Tenant's activities on the Leased Premises, or arising from any negligent or willful act of Tenant. Tenant shall pay for all of Landlord's costs of suit and attorneys' fees and expenses.

22. Holdover. On the last day of the Initial Term or Renewal Term, as the case may be, or upon any earlier termination of this Agreement, or upon any re-entry by Landlord upon the Leased Premises, Tenant shall quit and surrender the Leased Premises to Landlord and return the transponders. If Tenant remains in possession after the expiration date or after any earlier termination date of this Agreement (a) Tenant shall be deemed a tenant at will; (b) Tenant shall pay hundred percent (100%) of the last prevailing Rent hereunder, (c) there shall be no renewal or extension of this Agreement by operation of law, and (d) the tenancy at will may be terminated upon thirty (30) days' notice from Tenant or Landlord.
23. **Tenant Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Tenant:

(a) If Tenant fails to pay the monthly Rent or any other charges required to be paid by Tenant within ten (10) business days of the date such payments are due; or

(b) If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Agreement and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of any such default is such that the same cannot be cured within thirty (30) days, Tenant shall have such additional period of time as may be necessary to cure such default provided that it commences to cure said default within the thirty (30) day period and proceeds diligently thereafter to complete such cure, and provided further that such default is cured within one hundred and twenty (120) days from the date of Landlord’s notice to Tenant; or

(c) Tenant shall make a general assignment the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy.

24. **Landlord’s Remedies.** In the event of Tenant’s default hereunder, then after applicable notice and the expiration of any cure period, Landlord shall have the right, at Landlord’s option, upon giving notice to tenant, to terminate this Agreement and Tenant’s right of possession of the Leased Premises.

25. **Time is of the Essence.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor, and all provisions herein and all provisions relating thereto, shall be strictly construed.

26. **Successors and Assigns.** All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this Agreement or shall have any rights hereunder whatsoever.

27. **Quiet Enjoyment.** Upon Tenant paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant’s part to be observed and performed hereunder, Tenant shall have quiet possession of the Leased Premises for the entire Initial Term and any Renewal Term hereof, subject to all the provisions of this Agreement.

28. **Prior Agreements/Amendments.** This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest or except as expressly provided in this Agreement.

29. **Sale of Premises.** In the event of any sale of the Leased Premises by Landlord, Landlord shall deliver written notice to tenant thereof not less than thirty (30) days prior to the
proposed sale. Upon sale of the Leased Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence or omission occurring after the consummation of such sale, and without further action of the Landlord or the City Council, Tenant shall be not relieved of its obligation to provide 101 parking spaces to Tenants' of the Project as required by the Ordinance. Notwithstanding the foregoing, at Tenant's election by notice delivered to Landlord, the purchaser of the Leased Premises shall assume and agree to carry out any and all of the covenants and obligations of the Landlord under this Agreement, as the same may be modified by Tenant and such purchaser, pursuant to an assignment and assumption agreement reasonably acceptable to said parties. If Tenant elects to not lease parking spaces at the Leased Premises following the sale, Tenant must provide the City of Evanston notice of how it will comply with the Ordinance requirements for parking at an alternative site(s).

30. **Notices.** Notices and demands required or permitted to be given hereunder shall be given by personal delivery or reputable overnight courier (such as Federal Express), or registered or certified mail to:

**Tenant:**
1571 Maple Avenue, LLC  
c/o CP2 Management LLC  
225 W. Hubbard Street, 4th Floor  
Chicago, Illinois 60654  
Attn: Legal Department

**Landlord:**
City of Evanston  
Attn: City Manager  
2100 Ridge Avenue  
Evanston, IL 60201

with a copy to:
City of Evanston  
Attn: Corporation Counsel  
2100 Ridge Avenue  
Evanston, IL 60201

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement the day and year first above written.

LANDLORD:

CITY OF EVANSTON
an Illinois municipal corporation

By: [Signature]

Its: City Manager

Print Name: Wally Bobkiewicz

Approved as to form:
W. Grant Farrar
Corporation Counsel

By: [Signature]

TENANT:

1571 MAPLE AVENUE, LLC
an Illinois limited liability company

By: 1571 Maple Avenue Associates LLC,
a Delaware limited liability company

By: [Signature]

Its: Managing Member

By: [Signature]

Print Name: John McLinden

Its: Manager
Attention: Meagan Jones, Neighborhood and Land Use Planner.

Please transmit this email to the Plan Commission in connection with its meeting on October 10, 2018.

I reside at 1640 Maple, Apt. 1004. My wife and I have been residents of Evanston since 1967.

My wife, Sallie, and I object to, and ask the Plan Commission to reject the major adjustments requested by Michael McLean, applicant, for the following reasons.

1. The requested changes are major modifications of the approved planned development. They constitute an abandonment of the original plan. Accordingly, they should be addressed as a new plan requiring appropriate administrative review, public hearing and city council approval.

2. The request is unsupported by evidence of reasonably unforeseeable change of circumstance. It appears applicant never intended to execute its initial plan. City staff might investigate applicant’s history of securing approval of a plan and then making material changes before construction.

3. The changes appear to provide applicant with significant cost savings (51 fewer parking spaces and elimination of one on-site affordable housing unit) which far outweigh any concrete benefit to the Evanston community.

Alan and Sallie Gratch
DESIGN AND PROJECT REVIEW COMMITTEE (DAPR) MINUTES  
October 3, 2018


Staff Present:  S. Clement

Others Present:  J. Velan

Presiding Member:  J. Leonard

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

Approval of Minutes

September 19, 2018, DAPR committee meeting minutes.

G. Gerdes made a motion to approve the September 19, 2018, meeting minutes, seconded by S. Mangum.

The Committee voted, 7-0, with 2 abstentions, to approve the September 19, 2018, meeting minutes.

New Business

2.  1571 Maple Avenue Adjustment to a Planned Development
Michael McLean, applicant, submits for a major adjustment to the planned development approved by ordinance 19-O-15, and amended by ordinance 61-O-16, in order to modify the number of required leased parking spaces from 101 to 50 and amend the parking lease between the applicant and the City of Evanston to include parking in the Sherman Avenue Garage. The proposed major adjustment will also modify the affordable housing requirement from two-on-site units at 100% AMI to one affordable at 60% AMI. DAPR makes recommendations on adjustments to planned developments to the Plan Commission.

APPLICATION PRESENTED BY:  Kage Brown, developer
Bernard Citron, attorney

DISCUSSION:
• K. Brown stated the building is fully constructed and has been fully leased with the exception of the two affordable units.
• Needed to revisit parking ratio due to lack of leasing from current residents. Some lease turnover has occurred with 46 parking spaces being maximum leased. Currently at less than 40.
● 20% to 50% parking space need seen in similar developments.
● Residents requesting to park in Sherman Avenue garage.
● Project was approved prior to the Inclusionary Housing Ordinance.
● S. Clement asked if the applicant would be opposed to lowering the AMI of the affordable unit to 50%. K. Brown stated that is an option if other requests are approved.
● J. Leonard asked if the unit would be a 1-bedroom unit. K. Brown stated that they would be amenable to that.
● J. Leonard inquired about the rationale behind the initial 7 year parking lease. M. Klotz stated that the time frame provides enough time to acquire data and look at possible parking trends. K. Brown stated that the time seemed to be arbitrary.
● One parking data report has been submitted per the initial ordinance requirement. J. Velan stated she would double check that report and that records are currently showing 41 parking spaces leased for the building. She then stated that a buffer should be added to the request to account for any possible swing in parking spaces lease requests.
● B. Citron stated that the trend in vehicle ownership is going down.
● K. Brown stated that the building uses yearlong leases and that June began the first turnover of leases.
● S. Mangum stated that with the updated TOD parking requirements, the building would be required to have 83 parking spaces. He added that there is a lag in Secretary of State Vehicle ownership information. Vehicle ownership of building residents is self-reported.
● B. Citron stated that bike storage in the building has increased and car-share spaces in the surface parking lot are being utilized.
● S. Mangum asked if the applicant would be willing to deny leases if parking spaces are all used. K. Brown responded yes, however, he doubts that would need to be done.
● M. Klotz stated that 811 Emerson, a comparable building, has a parking ratio of .7 spaces per unit.

J. Leonard made a motion to recommend that the required on-site affordable units be reduced to one 1-bedroom unit at 50% AMI, seconded by S. Mangum. The Committee voted, 9-0, to approve the recommendation to Plan Commission.

M. Klotz made a motion to recommend a major adjustment to modify the required parking from 101 parking spaces to 70 and to allow spaces to be leased in both the Maple Avenue and Sherman Avenue garages, seconded by G. Gerdes. The Committee voted, 9-0, to approve the recommendation to Plan Commission.

Adjournment

J. Leonard made a motion to adjourn, seconded by G. Gerdes. The Committee voted, 9-0, to adjourn. Meeting adjourned at 3:21pm.

The next DAPR meeting is scheduled for Wednesday, October 10, 2018, at 2:30 pm in Room 2404 of the Lorraine H. Morton Civic Center.

Respectfully submitted,