Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Community Development Director
Scott Mangum, Planning and Zoning Manager
Carlos Ruiz, Senior Planner/Preservation Coordinator

Subject: Ordinance 4-O-19, Map Amendment and Planned Development, 1714-1720 Chicago Avenue, 18PLND-0053

Date: January 16, 2019

Recommended Action:
The Plan Commission and staff recommend denial of Ordinance 4-O-19 for approval of a Map Amendment from the R6 General Residential to the D3 Downtown Core Development District and a Planned Development for a 13-story office building with 112 on-site parking spaces. Passage of the Map Amendment shall require a favorable vote of three-fourths (3/4) of all the Aldermen per City Code 6-3-4-7 because a petition signed and acknowledged by 30% of owners of property within 500-feet of the subject property was submitted to the City.

The proposal includes the following site development allowances:

- FAR of 5.0, where the maximum permitted FAR in the D3 district is 4.5.
- Building height of 127 feet to roof (excluding eligible parking levels), where the maximum permitted height of a building in D3 is 85 feet to roof.
- 112 parking spaces with 22 compact stalls where the minimum required number of parking spaces is 213, in addition to a purchase-sale agreement to replace the 74 library parking spaces onsite, and where compact stalls are not allowed.
- Front yard setback of 25-feet, where 31.4 feet is required.
- North side yard setback of 5-feet proposed, where 15-feet is required.
- South side yard setback of 5-feet proposed, where 15-feet is required.
- Canopy yard obstruction of 9.7 feet into the required front yard, where a maximum obstruction of 3.1 feet (10%) is allowed.

The applicant is working with the City to secure additional parking spaces in the Church Street and/or Sherman garages which are located within 1,000 feet of the subject property. If authorized by the City Council, a tentative agreement in perpetuity would
enable the proposed development to be compliant with City of Evanston parking requirements and remove the need for the requested site development allowance for the number of parking spaces.

Livability Benefits:
Built Environment: Provide compact and complete streets and neighborhoods
Economy and Jobs: Expand job Opportunities

Background:
The applicant proposes to construct a 13-story, office building with a gross floor area of approximately 136,000 square feet of gross floor area and 112 parking spaces.

The 26,750 sq. ft. site consists of two parcels with a total of 143 feet of frontage on the west side of Chicago Avenue between Church and Clark Streets. The current use of the City owned property is as metered public Parking Lot Number 3.

The uses immediately surrounding the site include the three story Woman’s Club to the south at 1702 Chicago Avenue (built in 1912) a Colonial Revival Evanston landmark, also listed in the National Register of Historic Places, and the Frances Willard Museum Campus to the north. In 2010 the Campus was designated as a local historic district. The district includes the following buildings: 1724 Chicago Avenue (built in 1865) a Gable-Front Side-Hall Vernacular Greek Revival; 1728-1730 Chicago Avenue (built in 1865) a Gothic Revival – the Frances Willard’s house at 1728 Chicago Avenue (addition built in 1882) an Evanston landmark, also listed in National Register of Historic Places as a National Historic Landmark; The Administration Building (built in 1910, additions 1922 and 1940); and 1732 Chicago Avenue, a Stick Style (the shed-roof, wraparound porch is a 1909 addition).
To the east is the nine-story Evanston Place Apartment Building with the City's Church Street Parking Garage. To the immediate west is the four-story Evanston Public Library, and the McManus Center, a seven-story residential building owned by Northwestern University.

**Site Layout:**
The site is irregularly shaped with approximately 143 feet of frontage along Chicago Avenue; however, the northern portion of the site is deeper than the southern portion, with the alley bending around the property line. The applicant proposes that the City vacate a portion of the alley to extend the property line and proposed building further south which would further constrict vehicular movements around the bend in the alley. To compensate, the applicant also proposes to reconfigure the curbing in the alley, removing a mature tree and a portion of sidewalk leading from the alley parking to library entrances, in order to make vehicular movements to alley loading areas of the proposed building, the library, and the McManus Center feasible. The following alley site plan depicts these changes.

The massing of the proposed building is in 2 sections: a four-story brick and modular stone veneer building housing the office lobby and parking on the ground floor and
upper 3 levels, and a 9-story glass and cast stone veneer office portion above that is pulled back from the base. The top two stories are also pulled back from the seven stories below, reducing the massing of the building. The nine stories above the base are primarily a curtain wall with aluminum or steel windows and spandrels between floors. The curtain walls are flanked by four nine-story sections, in cast stone and glass aluminum/steel windows.

The lower podium portion of the building is proposed with 5-foot setbacks to the north and south property lines and is set back 25-feet from the east property line. The front entrance to the building is through a curtain wall in glass with aluminum or steel windows with a metal canopy over the main entrance leading to the lobby. The main entrance is flanked by two four-story sections in cast stone, modular brick and aluminum or steel windows with powder coat finish to block the view of the parking levels within the four-story base of the building.

The total required parking for this project is 213 spaces. A total of 112 parking spaces are proposed with 22 of those spaces being considered compact, thereby not meeting the minimum code requirements. A minimum code required parking space is 8.5 feet by 18 feet. The applicant has stated that the 21 ground level spaces, 7 of which are compact, would be open to the public at all hours, with the remaining parking available to the public after office hours and on the weekends. A bike room with 50 bike parking spaces for office employees will be located on the ground floor of the building.

Vehicular access will be from the alley just west of the property. A loading bay is located at the rear of the building with access from the alley. The garage entrance is toward the southern portion of the building with cars entering facing east, while the loading and refuse area will be located at the northern end of the building with vehicles entering from the south via Church Street.

The building does not meet required setbacks for the proposed D3 Zoning District with the exception of the rear setback along the west property line. A front yard setback of 25-feet is proposed, where the block average of 31.4 feet is required, and side setbacks of 5 feet are proposed where 15 feet is required adjacent to the residentially zoned properties to the north and south. Additionally, a 9.7 foot canopy would project more than the allowed 10 percent into the required front yard setback.

The actual building height is 167 feet to the roof with four stories of parking. The height of the floors dedicated to parking may be deducted from the maximum height allowed, up to 40 feet, per Section 6-11-4-8. With this reduction the portion of the building that counts toward the maximum height requirement is 127 feet tall.
Proposed First Floor Plan

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...”

Map Amendment
The site currently lies in the R6 General Residential District, as does the entirety of the
east and west facing block faces on Chicago Avenue.

The applicant is requesting a map amendment to reclassify the zoning of the property to
the D3, Downtown Core Development District, which allows the most intense
development within the City. A new office building would not be allowed within the R6
District. While the maximum height permitted is 85’ in both districts, the maximum site
development allowance in the R6 District would only permit an additional 12’ of building
height. More restrictive setback, lot coverage, and impervious surface coverage
requirements would also apply in the R6 District.
Zoning map of the area surrounding the site, development site marked with harsh marks:

**Planned Development**
The applicant is requesting Special Use approval for a Planned Development to construct the 13-story (127-foot high) office building with 112 parking spaces.

The applicant is requesting approval of seven site development allowances:

<table>
<thead>
<tr>
<th>Site Development Allowances Requested</th>
<th>Required / Max. Permitted in the D3 District</th>
<th>Site Development Allowance</th>
<th>Proposed</th>
<th>Exceeds Max Site Development Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Height</td>
<td>85 feet (not including up to 4 floors of parking)</td>
<td>+85 feet= 170 feet (not including up to 4 floors of parking)</td>
<td>127 feet (167 feet including 4 parking levels)</td>
<td>No</td>
</tr>
<tr>
<td>Floor Area Ratio</td>
<td>4.5</td>
<td>+3.5 = 8.0</td>
<td>5.0</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td># of parking spaces</td>
<td>213</td>
<td>N/A</td>
<td>112 (22 compact)</td>
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</tr>
<tr>
<td>Front setback</td>
<td>Front setback</td>
<td>31.4 feet (block face average)</td>
<td>N/A</td>
<td>25 feet</td>
</tr>
<tr>
<td>(east property line)</td>
<td>Front setback</td>
<td>31.4 feet (block face average)</td>
<td>N/A</td>
<td>25 feet</td>
</tr>
<tr>
<td>Side setbacks</td>
<td>Side setbacks</td>
<td>15 feet (abutting side property line of residential district)</td>
<td>N/A</td>
<td>5 feet (north and south)</td>
</tr>
<tr>
<td>(north and south property lines)</td>
<td>Side setbacks</td>
<td>15 feet (abutting side property line of residential district)</td>
<td>N/A</td>
<td>5 feet (north and south)</td>
</tr>
<tr>
<td>Canopy Yard Obstruction</td>
<td>Canopy Yard Obstruction</td>
<td>3.1 feet (10% obstruction)</td>
<td>N/A</td>
<td>9.7 feet</td>
</tr>
<tr>
<td>(north property line)</td>
<td>Canopy Yard Obstruction</td>
<td>3.1 feet (10% obstruction)</td>
<td>N/A</td>
<td>9.7 feet</td>
</tr>
</tbody>
</table>

**Parking and Traffic:**

The office use requires 2 parking spaces per 1,000 square feet, however, by code the first 3,000 square feet are excluded and the total is reduced by 20% in downtown. Based on the gross floor area, which excludes parking and mechanical areas, 213 parking spaces are required. The applicant is proposing a total of 112 parking spaces, with 22 of those of a smaller size than the minimum allowed, and an additional 21 reserved for public use. In sum, on-site parking would be provided at a ratio of 0.67 spaces per 1,000 square feet of office space. The applicant has also proposed to lease 122 parking spaces, the difference between the zoning code required 213 spaces and the proposed 91 spaces that would be available to office tenants in the building, within City-owned parking garages for the first year, with the parking needs to be reevaluated at that point.

The applicant submitted both a Parking Study and Traffic Impact Analysis prepared by Eriksson Engineering Associates, Ltd. The traffic study looked at the additional traffic generated by the office building, along with nearby developments and other area traffic growth, and developed the following conclusions and recommendations:

1. The street network can accommodate the additional traffic from the proposed project, nearby developments, and other traffic growth.
2. The location of the site and the availability of public transportation, walking and biking will minimize the volume of vehicular traffic generated by the site.
3. Indoor bike storage is proposed as part of the building plan.
4. All intersections within the study area work at acceptable levels of service and delay. There in a small increase in delays from the projected traffic growth.
5. The proposed loading dock can serve semi-trailer deliveries and refuse trucks.

The parking study, prepared for the applicant by prepared by Eriksson Engineering Associates, Ltd., looked at the proposed parking supply compared with usage within
existing lots and garages and concluded:

1. The proposed office parking garage will provide both public and private parking spaces with 21 public spaces until 5:00 PM on weekdays and 112 public spaces after 5:00 PM and on weekends. The remaining spaces will be for office tenants (91 spaces during the day and shared at other times).

2. Parking surveys indicate the existing usage of the combined surface lot/library garage (53 vehicles) can be accommodated by the new office garage public area and the library garage (55 daytime spaces). During the evenings and weekends, 112 public spaces will increase the parking supply from 74 spaces for library patrons.

3. Office parking will be provided by a combination of on-site parking (91 spaces) and off-site public parking garages (70-80 spaces in the Chicago Avenue and 40-50 spaces in the Sherman or Maple garages). The off-site leased spaces will be leased for a duration of 12 months. After a period of 12 months the city will revisit and assess the need for said leased spaces with an option to reduce the number of spaces if not utilized. The proposed parking plan will still accommodate the existing needs of the area during the day and provide additional public parking in the evening and during the weekends.

4. The developer will fund the initial cost for installation of a parking signage and detection system for availability of off-site parking in the Church Street and Library Parking garages. The ongoing cost and maintenance of this equipment will be the responsibility of the city.

Public Benefits:
The applicant has presented the following public benefits, aside from developing the property and paying property taxes, as part of the Planned Development proposal:

1. Establish the first ever “Evanston High School Student Pilot Internship” for students pursuing an interest in Land Development and Construction Management at the proposed development.

2. Create a Public/Private Bike Room to serve the immediate public/501C3 employees while also promoting bike usage when possible.

3. Agree to add additional conduit devoted for a future pair of Electrical Vehicles parking spots in the Public Spaces.

4. Replace Public Parking Spaces with Covered Public Spaces while providing off-site parking as well.

5. Allow the City to have full parking access for public use after 5:00 PM on weekdays and full access all hours Saturday and Sunday.

6. Attended to the Evanston Bird Club President’s concerns with Bird Strikes at the building with placement of trees and landscaping at the site.

7. Agreed to hire a local arborist to evaluate the condition of existing trees and explore options with regards to those certain trees.

8. $4M purchase price to the City of Evanston at the closing to Balance the Budget or provide subsidy for much needed programs within the City.
9. Installation of landscaping and street trees within the parkway on the west side of Chicago Avenue.
10. Installation of signed crosswalk in alley west of building.
11. Replacement and/or upgrading of pavement in north-south alley between Church Street and Clark Street.
12. Exceed the minimum City of Evanston set asides for local Labor, particularly local MBE/WBE participation. Developer will coordinate GC to outreach into City Local Labor.

Real Estate Purchase and Sale Agreement
On October 26, 2017, the City and Chicago Avenue Partners LLC entered into the Agreement for Purchase and Sale of the subject property. The Contract contained certain terms that the Purchaser must meet per contract in order for the City to sell the Property:

- Purchase price of the property was originally $5 Million. As stated in Section 3 of the Real Estate Agreement, the purchase price was reduced from $5M to $4 Million in consideration of the reduction in height of the building from 14 to 11 stories. Since that time, the proposed development is now 13 stories. The purchase price for the property is still $4 Million.
- Paragraph 6(e) of the Real Estate Agreement outlines that the existing 75 spaces at the Subject Property must be replaced and inserted into the development as public parking, in addition to the amount needed by Code. The subject development has a total of 112 spaces, however, only 21 spaces would be available to the public during business hours. The required parking for the property is 213 parking spaces. The purchaser never sought an amendment to the contract to address either of these issues. Attached is a copy of the real estate contract for your reference.

Conditions
If the City Council were to approve Ordinance 4-O-19, the following conditions of approval are included:

1. Prior to issuance of building permit, the applicant shall record a Plat of Vacation for the requested alley vacation with Cook County Recorder of Deeds.
2. Within one year of the issuance of the final Certificate of Occupancy for the building, the applicant must submit a traffic study analyzing the turning movements and parking utilization within the garage accessed off of the alley immediately west of the site including analysis of any traffic incidents adjacent to the site. Based on the analysis of the traffic study, the City reserves the right to require additional traffic calming measures or operational restrictions.
3. Deliveries for the office building must be performed from the alley and are prohibited during the hours of 7 AM – 9 AM and 4 PM – 6 PM Monday through Friday.
4. The applicant shall pay a one-time contribution of $20,000 to the City’s Public Art Fund for the Installation of a piece of public art in the immediate neighborhood.
5. The development shall include a minimum of two publicly accessible Electric Vehicle charging stations.

6. The building shall incorporate bird friendly measures, including non-reflective glass windows, doors and balconies, minimize any external lighting from 12:00 am until after dawn during Spring and Fall migration, and avoid guy wires and roof lighting that pose a bird hazard.

7. The applicant shall provide for the installation of parking signage and detection systems indicating availability of off-site parking in the Church Street and Library Parking garages from signage located at the office building parking garage.

8. The applicant shall provide for the purchase and installation of two pay stations as replacement for parking meters on Chicago Avenue.

9. The applicant shall enter a lease agreement for 122 parking spaces within City parking garages.

10. The applicant shall install landscaping improvements and street trees within the parkway on the west side of Chicago Avenue between Church Street and Clark Street.

11. The applicant shall install a signed crosswalk in alley west of the proposed building.

12. The applicant shall replace and/or upgrade the pavement in north-south alley between Church Street and Clark Street as deemed necessary by the Director of the Public Works Agency.

13. The applicant agrees to employ at least five Evanston residents, with a goal of 10 Evanston residents, during construction.

14. The proposed planned development shall substantially conform to the plans and documents attached to this report.

15. The applicant must agree to a Construction Management Plan (CMP) before issuance of the building permit.

16. Any change in use must be approved as an amendment to the Planned Development.

Standards of Approval

The proposed development must satisfy the Zoning Ordinance standards for a Map Amendment in Section 6-3-4-5, Special Use in Section 6-3-5-10, the Standard for Planned Development in 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 some of the standards for approval; however, there are several points of concern.

Standards for Map Amendment (Section 6-3-4-5)

The proposed Map Amendment is consistent with the Comprehensive Plan goals, objectives, and policies as a TOD contributing to the vibrant downtown area, however, the scale and mass of the proposed building in context with the adjacent landmark structures may not satisfy the objective to identify and protect Downtown’s historic
landmarks. The adequacy of the public facilities following the proposed alley vacation is also questionable given that vehicular turning movements to access loading at the proposed and adjacent buildings would be compromised.

Standards for Special Use (Section 6-3-5-10)
A Planned Development is listed as a special use in the D3 Downtown Core Development district. The proposal is in keeping with some of the purposes and policies outlined in the Comprehensive Plan and the Zoning Ordinance if a Map Amendment from the R6 Zoning District is granted.

The proposed office building will not cause a negative cumulative effect when considered in conjunction with other special uses in the area. An office development is appropriate within downtown; however, the height, mass, and scale of the proposed development may not be compatible with the adjacent landmarked institutional uses. As such, the proposal may diminish the value of these institutions, but would likely not diminish the value of other properties in the downtown.

As indicated above, the proposal can be adequately served by most public facility infrastructure already available. The street and sidewalk network, as well as water, sewer, electricity and gas infrastructure already exist and service the existing building and structures on the site, however, the vehicular movements in the adjacent alley would be compromised and off-site parking within City parking garages is proposed to serve the building.

Staff has concerns regarding the public parking loss from existing conditions and vehicular movements in the alley. The applicant has submitted a parking and traffic study that explains that there will be minimal effect to the level of service on existing surrounding roadways. The access to the parking garage and loading dock will be provided via the alley, which is currently utilized by vehicular traffic in addition to pedestrians accessing the library.

Finally, with a Map Amendment from the R6 to the D3 Zoning District, the proposal would meet all zoning requirements except for the seven site development allowances requested and outlined above.

Standards and Guidelines for Planned Developments in D3 District (Sections 6-3-6-9 and 6-11-1-10)
If the Map Amendment to the D3 Zoning District is granted, the proposed Planned Development generally complies with purposes and the intent of the Zoning Ordinance. The proposal is an office development that is a compatible land use within the larger downtown area, however, the height, bulk, and scale of the proposed project is significantly greater than that of the adjacent landmarked properties within the R6 Zoning District. As previously described, the proposal is in keeping with some of the purposes and policies outlined in the Comprehensive Plan.
The site layout causes concern with regards to both safety and continuity of a pedestrian and walkable experience. There is a lack of active uses on the ground floor and in the base of the building and the proposed location of the building within the existing public alley creates potential conflicts for loading operations at the proposed and adjacent buildings.

Legislative History:
January 9, 2019 – The Plan Commission recommended denial 4-1 of the proposed development.

December 12, 2019 – The Plan Commission opened the public hearing and heard testimony by the applicant and general public. At the request of a property owner within 1000-feet, the hearing was continued to January 9, 2019.

November 14, 2018 – The Design & Project Review Committee (DAPR) recommended denial of the proposed development at the November 14, 2018 meeting citing concerns with vehicular turning movements in the alley, pedestrian safety, lack of on-site public parking, scale of the development adjacent to landmark buildings, the number of site development allowances, and the lack of public benefits provided among other items.

July 11, 2018 – The Design & Project Review Committee (DAPR) reviewed the development and requested additional information and study of vehicular turning movements in the alley, scale of the development adjacent to landmark buildings, the number of site development allowances, and the inclusion of public benefits for the proposed project. The applicant requested that the item be held at DAPR while the information was gathered.

Attachments

- Proposed Ordinance 4-O-19
- Petition in Opposition to Zoning Map Amendment
- 110-R-18, Authorizing the City Manager to Execute an Amendment to the Purchase and Sale Agreement, adopted December 10, 2018
- Link to Plan Commission Packet of January 9, 2019
- Link to Plan Commission Packet of December 12, 2018
- Draft Minutes from January 9, 2019 Plan Commission meeting
- Minutes from December 12, 2018 Plan Commission meeting
AN ORDINANCE

Granting a Special Use Permit for a Planned Development Located at 1714-1720 Chicago Avenue and Amending the Zoning Map to Re-Zone Certain Property from the R6 Residential District to the D3 Downtown Core Development District (“Library Parking Lot”)

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, which 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); 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 1979, as amended, (“the Zoning Ordinance”); and
WHEREAS, Paul Janicki Architects, Inc. (the “Applicant”), architect of the property located at 1714-1720 Chicago Avenue, Evanston, Illinois (the “Subject Property”), legally described in Exhibit A, which is attached hereto 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 611110, “Planned Developments” in Downtown Zoning Districts, to permit the construction and operation of a Planned Development located at the Subject Property in the D3 Downtown Core Development Zoning District (“D3 District”); and

WHEREAS, the Applicant sought approval to re-zone the Subject Property from the current R6 Residential Zoning District to the proposed D3 Downtown Core Development Zoning District; and

WHEREAS, the Applicant sought approval to construct a new thirteen (13) story one hundred twenty seven (127) foot tall office building, excluding 40 feet of parking levels, consisting of approximately 136,000 gross square feet of office space, with one hundred twelve (112) 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 floor area ratio (FAR), building height, number of parking spaces, front yard setback, north side yard setback, south side yard setback, and canopy yard obstruction; and

WHEREAS, pursuant to Subsection 6365 of the Zoning Ordinance, the City Council may grant Site Development Allowances to the normal district regulations established in the Zoning Ordinance; and
WHEREAS, on December 12, 2018 and January 9, 2019, 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 and Rezoning from R6 Zoning District to D3 Downtown Core Development Zoning District, case no. 18PLND-0053, 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 does not meet applicable standards set forth for Special Uses in Subsection 63510 of the Zoning Ordinance and Planned Developments in the D3 Zoning District per Subsection 6-11-1-10 of the Zoning Ordinance and Map Amendments per Subsection 6-3-4-5; and

WHEREAS, the Plan Commission recommended the City Council deny the application; and

WHEREAS, on January 28, 2019, 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 of January 28, 2019 and February 11, 2019, held in compliance with the Open Meetings Act and the Zoning Ordinance, the City Council considered the recommendation of the P&D Committee, the Applicant’s
application, 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 (1991)) and is not subject to courtroom fact-finding (see National Paint & Coating Ass’n v. City of Chicago, 45 F.3d 1124 (7th Cir. 1995)),

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: The City Council hereby amends the Zoning Map to remove those properties with the addresses and PINs listed in Exhibit B and identified in Exhibit C, both attached hereto and incorporated herein by reference, from the R6 Residential District and place them within the D3 Downtown Core Development District.

SECTION 3: Pursuant to the terms and conditions of this ordinance, the City Council hereby grants the Special Use Permit applied for in case no. 18PLND-0053, to allow construction and operation of the Planned Development described herein.

SECTION 4: The City Council hereby grants the following Site Development Allowances:

(A) **Floor Area Ratio (FAR):** A Site Development Allowance is hereby granted for a 5.0 floor to area ratio, whereas subsection 6-11-4-6 of the Zoning Ordinance allows for a maximum of a 4.5 floor to area ratio in the D3 District.

(B) **Building Height:** A Site Development Allowance is hereby granted for an approximately one hundred twenty-seven (127) foot maximum building height,
excluding the height of eligible parking levels per subsection 6-11-4-8, whereas 
subsection 6-11-4-8 of the Zoning Ordinance requires a maximum allows building 
height of eighty-five (85) feet in the D3 District.

(C) **Parking Spaces:** A Site Development Allowance is hereby granted permitting 
one hundred twelve (112) parking spaces with twenty-two (22) compact stalls, 
whereas table 16-B of subsection 6-16-3-5 of the Zoning Ordinance requires a 
minimum of two hundred thirteen (213), in addition to a purchase-sale agreement 
to replace the seventy-four (74) library parking spaces onsite and where compact 
stalls are not allowed on the Subject Property.

(D) **Front Yard Setback:** A Site Development Allowance is hereby granted 
permitting a front yard setback of twenty-five (25) feet from the Subject Property 
line, whereas subsection 6-11-4-7 of the Zoning Ordinance requires a minimum 
of a thirty one and four tenths (31.4)) foot front yard setback from the Subject 
Property line for this building in the D3 District.

(E) **North Side Yard Setback:** A Site Development Allowance is hereby granted 
permitting a north side yard setback of five (5) feet from the Subject Property 
line, whereas subsection 6-11-4-7 of the Zoning Ordinance requires a minimum of a 
fifteen (15) foot north side yard setback from the Subject Property line for this 
building in the D3 District.

(F) **South Side Yard Setback:** A Site Development Allowance is hereby granted 
permitting a south side yard setback of five (5) feet from the Subject Property 
line, whereas subsection 6-11-4-7 of the Zoning Ordinance requires a minimum 
of a fifteen (15) foot south side yard setback from the Subject Property line for 
this building in the D3 District.

(G) **Canopy Yard Obstruction:** A Site Development Allowance is hereby granted 
permitting a canopy yard obstruction of nine and seven tenths (9.7) feet into the 
required front yard on the Subject Property, whereas subsection 6-4-1-9 of the 
Zoning Ordinance permits a maximum obstruction of three and one tenths (3.1) 
feet on the Subject Property.

**SECTION 5:** 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 terms of this ordinance; the Site and Landscape Plans in Exhibits D and E, attached hereto and incorporated herein by reference; all applicable legislation; the Applicant’s testimony and representations to the Design and Project 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 phasing/staging plans; construction hours; site access including traffic and pedestrian safety plans; contractor parking; damage control and vibration monitoring; construction exhibits; project communication and signage.

(C) **Alley Vacation:** The Applicant shall seek approval of an alley vacation from the City Council and shall record a Plat of Vacation for the requested alley vacation with the Cook County Recorder of Deeds prior to the issuance of the Building Permit.

(D) **Public Art Contribution:** The Applicant shall pay a one-time contribution of twenty thousand dollars ($20,000.00) to the City’s Public Art Fund for installation of a piece of public art to benefit the immediate neighborhood. The contribution will be made prior to issuance of the FCO.

(E) **Traffic Study:** Within one year of the issuance of the final Certificate of Occupancy for the building, the applicant must submit a traffic study analyzing the turning movements and parking utilization within the garage accessed off of the alley immediately west of the site including analysis of any traffic incidents adjacent to the site. Based on the analysis of the traffic study, the City reserves the right to require additional traffic calming measures or operational restrictions.

(F) **Office Building Deliveries:** Deliveries for the office building must be performed from the alley and are prohibited during the hours of 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM Monday through Friday.

(G) **Electric Vehicle Charging Stations:** The Applicant shall include a minimum of two (2) publicly accessible Electric Vehicle charging stations.

(H) **Bird-Friendly Measures:** The Applicant shall incorporate into the development bird friendly measures, including but not limited to: (1) non-reflective glass windows, doors and balconies; (2) the minimization of any external lighting from 12:00 am until after dawn during Spring and Fall migration; and (3) the avoidance of guy wires and roof lighting that pose a bird hazard.

(I) **Parking Signage and Detection Systems:** The Applicant shall provide for the installation of parking signage and detection systems indicating real-time
availability of off-site parking in the Church Street and Library Parking garages from signage located at the office building parking garage.

(J) **Pay Stations:** The Applicant shall provide for the purchase and installation of two (2) pay stations as replacement for parking meters on Chicago Avenue.

(K) **Lease Agreement:** The Applicant shall enter into a long term parking lease for spaces within City parking garages prior to the opening of this building between the Applicant and the City.

(L) **Landscaping:** The Applicant must install and maintain the landscaping improvements and street trees within the parkway on the west side of Chicago Avenue between Church Street and Clark Street as depicted in Exhibit E.

(M) **Signed Crosswalk:** The Applicant shall install a signed crosswalk in the alley west of the proposed building.

(N) **Alley Pavement:** The Applicant shall replace and/or upgrade the pavement in north-south alley between Church Street and Clark Street as deemed necessary by the Director of the Public Works Agency.

(O) **Employees:** The Applicant will have, as a primary goal, the employment of ten (10) Evanston residents, with a required minimum amount of five (5) Evanston resident employees during construction. Said residents, without regard to sex, race or ethnicity, can be sub-contractors or vendors to the development. The Applicant will hire as many competent minority and/or women Evanston subcontractors, workers, and residents as possible for the construction project.

(P) **Change in Use:** Any change in use must be approved as an amendment to the Planned Development.

(Q) **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 6:** 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 7:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
SECTION 8: 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 9: All ordinances or parts of ordinances that are in conflict with the terms of this ordinance are hereby repealed.

SECTION 10: 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 11: 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:_________________, 2019  Approved:
Adopted:__________________, 2019  _________________, 2019

______________________________
Stephen H. Hagerty, Mayor

Attest:  Approved as to form:

Devon Reid, City Clerk  Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

Legal Description

1714 CHICAGO AVENUE:
LOT 13 IN BLOCK 15 IN THE VILLAGE, NOW CITY OF EVANSTON IN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF SAID LOT 13 TAKEN FOR A PUBLIC ALLEY PER DOCUMENT 92870624 AND ALSO EXCEPTING ALL THAT PART OF SAID LOT 13 LYING WEST OF SAID PUBLIC ALLEY.

1720 CHICAGO AVENUE:
THE SOUTH 11 FEET OF LOT 15 AND ALL OF LOT 14 IN BLOCK 15 IN THE VILLAGE, NOW CITY OF EVANSTON IN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF SAID LOT 14 TAKEN FOR A PUBLIC ALLEY PER DOCUMENT 92870624.

PINS: 11-18-208-014-0000
      11-18-208-015-0000

COMMONLY KNOWN AS: 1714-1720 Chicago Avenue, Evanston, IL
(approx. 26,071 sq. ft.)
EXHIBIT B

Addresses and PINs of Properties Removed from the R3 Residential District and Placed Within the D3 Downtown Core Development District

Commonly Known As: 1714-1720 Chicago Avenue, Evanston, IL

PINs:
11-18-208-014-0000
11-18-208-015-0000
EXHIBIT C

Map of Properties Removed from the R6 Residential District and Placed Within the D3 Downtown Core Development District
Properties Removed from the R6 District and Placed Within the D3 District
EXHIBIT D

Development Plans
1714 - 1720 CHICAGO AVENUE

EAST ELEVATION

CURTAIN WALL: ALUM./STEEL WINDOWS & SPANDRELS, POWDERCOAT FINISH

ALL PRECAST CONCRETE, ALUM./STEEL WINDOWS, POWDERCOAT FINISH

CAST STONE OR SIMILAR

MODULAR BRICK (NOT JUMBO)

ALUM./STEEL WINDOWS, POWDERCOAT FINISH

181'-0"

42'-6"

12'-6"

13'-10"

10'
CURTAIN WALL: ALUM./STEEL WINDOWS & SPANDRELS, POWDERCOAT FINISH

ALL PRECAST CONCRETE, ALUM./STEEL WINDOWS, POWDERCOAT FINISH

CAST STONE OR SIMILAR

MODULAR BRICK (NOT JUMBO)

ALUM./STEEL WINDOWS, POWDERCOAT FINISH

WEST ELEVATION

1714 - 1720 CHICAGO AVENUE
ALLEY LOOKING NORTH

1714 - 1720 CHICAGO AVENUE
ALLEY LOOKING SOUTH

1714 - 1720 CHICAGO AVENUE
ENTRY DETAIL

1714 - 1720 CHICAGO AVENUE
SITE PLAN - BLOCK
1714 - 1720 CHICAGO AVENUE

CHICAGO AVENUE
AVERAGE EXISTING FRONT PORCH SETBACK: 25'-11-3/4"
PROPOSED BUILDING FRONT PORCH SETBACK: 25'-0"

1702

LIBRARY

CHICAGO AVENUE

SCALE: 1" = 64'-0"

R^2
PAUL JANICKI
ARCHITECTS

HOLABIRD & ROOT
AVERAGE EXISTING FRONT PORCH SETBACK: 25'-11 3/4"
PROPOSED BUILDING FRONT PORCH SETBACK: 25'-0"
TOTAL FOOTPRINT: 20,759 SF
TOTAL PARKING THIS LEVEL: 25
ACCESSIBLE: 1
PARKING LEVEL 3

TOTAL FOOTPRINT: 20,759 SF
TOTAL PARKING
THIS LEVEL: 33
ACCESSIBLE: 1

SCALE: 1" = 16'-0"
TOTAL FOOTPRINT: 20,759 SF
TOTAL PARKING THIS LEVEL: 33 ACCESSIBLE: 1
TOTAL PARKING: 112 SPACES

SCALE: 1" = 16'-0"
TOTAL FOOTPRINT: 17,006 SF
GROSS LEASABLE: 15,108 SF
OFFICE LEVELS 2-7

1714 - 1720 CHICAGO AVENUE

TOTAL FOOTPRINT:
17,006 SF

GROSS LEASABLE:
15,108 SF

SCALE: 1" = 16'-0"
OFFICE LEVELS 8-9

1174 - 1720 CHICAGO AVENUE

R^2 PAUL JANICKI ARCHITECTS

HOLABIRD & ROOT

TOTAL FOOTPRINT:
16,306 SF

GROSS LEASABLE:
14,408 SF

SCALE: 1" = 16'-0"
EXHIBIT E

Landscape Plans
EXISTING TREE SCHEDULE

1. All trees to be inspected by certified arborist prior to construction to verify and validate condition.
2. Arborist will create a care plan for all trees to remain, including activities such as root pruning and fertilization.
3. All trees on neighboring properties will be protected per tree protection detail.

TREE PROTECTION NOTES
PETITION IN OPPOSITION TO ZONING AMENDMENT

We, the undersigned, represent owners of property whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois. Pursuant to Subsections 6-3-4-6(E) and 6-3-4-7 of the Evanston Municipal Code, by this Petition, which we sign and acknowledge below, we collectively oppose the Plan Commission map amendment from R-6 (Residential) to D-3 (Downtown Core Development).

Signed and acknowledged:

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Property Address</th>
<th>City, State, County</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Kevin Russell</td>
<td>John Kevin Russell</td>
<td>1738 Chicago Ave #803</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Marcia C. Kuhr</td>
<td>Marcia C. Kuhr</td>
<td>1738 Chicago Ave #803</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Linda Otto</td>
<td>Linda Otto</td>
<td>1738 Chicago Ave #801</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Shekuan Xiao</td>
<td>Shekuan Xiao</td>
<td>1738 Chicago Ave #804</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Xinyuan Xu</td>
<td>Xinyuan Xu</td>
<td>1738 Chicago Ave #804</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Maurice W. Hurick</td>
<td>Maurice W. Hurick</td>
<td>1738 Chicago Ave #103</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Lisette Schuster</td>
<td>Lisette Schuster</td>
<td>1738 Chicago Ave #102</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Edward Gordon</td>
<td>Edward Gordon</td>
<td>1738 Chicago Ave #403</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Betsy Clarke</td>
<td>Betsy Clarke</td>
<td>1738 Chicago Ave #101</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Emily Hendon</td>
<td>Emily Hendon</td>
<td>1738 Chicago Ave #104</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Verena Sidell</td>
<td>Verena Sidell</td>
<td>1738 Chicago Ave #602</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Marla Biester</td>
<td>Marla Biester</td>
<td>1738 Chicago Ave #703</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Jim Donker</td>
<td>Jim Donker</td>
<td>1738 Chicago Ave #602</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Muazzam Ilahi</td>
<td>Muazzam Ilahi</td>
<td>1738 Chicago Ave #603</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Susan Corder</td>
<td>Susan Corder</td>
<td>1738 Chicago Ave #600</td>
<td>Evanston, IL, Cook</td>
</tr>
</tbody>
</table>

STATE OF ILLINOIS
COUNTY OF COOK

Circulator's Affidavit

I, Marcia C. Kuhr, attest that the signatures on this sheet were signed in my presence are genuine and that to the best of my knowledge and belief the persons so signing were at the time of signing the petition owners of property within 500 feet of the property located at 1714-1720 Chicago Avenue, Evanston, IL 60201.

Marcia C. Kuhr (Circulator's Signature)

Signed and sworn to (or affirmed) by Marcia C. Kuhr before me, on JAN - 8 2019 (Circulators Name) (Date)

(SEAL)

(Notary Public's Signature)

OFFICIAL SEAL
MARIA ORTIZ
Notary Public - State of Illinois
My Commission Expires 7/14/2020

RECEIVED

MGE 1-9-19
PETITION IN OPPOSITION TO ZONING AMENDMENT

We, the undersigned, represent owners of property whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois. Pursuant to Subsections 6-3-4-6(E) and 6-3-4-7 of the Evanston Municipal Code, by this Petition, which we sign and acknowledge below, we collectively oppose the Plan Commission map amendment from R-6 (Residential) to D-3 (Downtown Core Development).

Signed and acknowledged:

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Property Address</th>
<th>City, State, County</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>1738 Chicago Ave 202</td>
<td>Evanston, Cook</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>1739 Chicago Ave 701</td>
<td>Evanston, Cook</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>1760 Chicago Ave 401</td>
<td>Evanston, IL, Cook</td>
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<td>1746 Chicago Ave 405</td>
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<td>1738 Chicago Ave 401</td>
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<tr>
<td>10</td>
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<tr>
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<td>1738 Chicago Ave 401</td>
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<tr>
<td>12</td>
<td></td>
<td>1738 Chicago Ave 401</td>
<td>Evanston, IL, Cook</td>
</tr>
</tbody>
</table>

STATE OF ILLINOIS  
COUNTY OF COOK  

Circulator’s Affidavit

I, MARCIA C. KUHR, attest that the signatures on this sheet were signed in my presence are genuine and that to the best of my knowledge and belief the persons so signing were at the time of signing the petition owners of property within 500 feet of the property located at 1714-1720 Chicago Avenue, Evanston, IL 60201.

(Seal)  

OFFICIAL SEAL  
MARIA ORTIZ  
Notary Public - State of Illinois  
My Commission Expires 7/14/2020  

RECEIVED  
BY:  
DATE: 1-9-19
AFFIDAVIT and PETITION IN OPPOSITION TO ZONING AMENDMENT

Pursuant to Subsections 6-3-4-6(E) and 6-3-4-7 of the Evanston Municipal Code, I do state:

I am the owner of property located at 1736 Chicago Ave., Evanston, Illinois, whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois; and,

I sign this Affidavit and Petition in opposition to the Plan commission map amendment of 1714 Chicago Avenue, Evanston, Illinois from R-6 (Residential) to D-3 (Downtown Core Development District).

Subscribed and affirmed:

(Property Owner's Signature)

Signed and sworn to (or affirmed) by Barry M. Entin before me,

on 12/28/15

(SEAL)

(Notary Public's Signature)

RECEIVED

By: __________

Date: 1-9-19
PETITION IN OPPOSITION TO ZONING AMENDMENT

We, the undersigned, represent owners of property whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois. Pursuant to Subsections 6-3-4-6(E) and 6-3-4-7 of the Evanston Municipal Code, by this Petition, which we sign and acknowledge below, we collectively oppose the Plan Commission map amendment from R-6 (Residential) to D-3 (Downtown Core Development).

Signed and acknowledged:

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<th>Signature</th>
<th>Property Address</th>
<th>City, State, County</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Lionberger</td>
<td>John Lionberger</td>
<td>1730 N. Man, 2B</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Michael Berman</td>
<td>Michael Berman</td>
<td>1730 Hinman, 2A</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Sarah Berman</td>
<td>Sarah Berman</td>
<td>1730 Hinman, 2B</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Alice Sachs</td>
<td>Alice Sachs</td>
<td>1730 Hinman, 3D</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Jon Koontz</td>
<td>Jon Koontz</td>
<td>1730 Hinman, 4A</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Ann Lammin de Lam</td>
<td>Ann Lammin de Lam</td>
<td>1730 Hinman, 3E</td>
<td>Evanston, IL, Cook</td>
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<tr>
<td>Janet Negron</td>
<td>Janet Negron</td>
<td>1730 Hinman, 4F</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Robert M. King</td>
<td>Robert M. King</td>
<td>1730 Hinman, 4D</td>
<td>Evanston, IL, Cook</td>
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<tr>
<td>Catherine Strong</td>
<td>Catherine Strong</td>
<td>1730 Hinman, 4B</td>
<td>Evanston, IL, Cook</td>
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<tr>
<td>Frances Rose</td>
<td>Frances Rose</td>
<td>1730 Hinman, 3F</td>
<td>Evanston, IL, Cook</td>
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<tr>
<td>Carol Paris</td>
<td>Carol Paris</td>
<td>1730 Hinman Ave, 2D</td>
<td>Evanston, IL, Cook</td>
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<tr>
<td>Patrick Aaron</td>
<td>Patrick Aaron</td>
<td>1730 Hinman Ave, 3G</td>
<td>Evanston, IL, Cook</td>
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<tr>
<td>C. J. Rodger</td>
<td>C. J. Rodger</td>
<td>1730 Hinman Ave, 4E</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Kathleen Finley Chwil</td>
<td>Kathleen Finley Chwil</td>
<td>1730 Hinman Ave, 4F</td>
<td>Evanston, IL, Cook</td>
</tr>
</tbody>
</table>

STATE OF ILLINOIS  
COUNTY OF COOK

Circulator’s Affidavit

I, Joan B. Safford, attest that the signatures on this sheet were signed in my presence are genuine and that to the best of my knowledge and belief the persons so signing were at the time of signing the petition owners of property within 500 feet of the property located at 1714-1720 Chicago Avenue, Evanston, IL 60201.

Joan B. Safford (Circulator’s Signature)

Signed and sworn to (or affirmed) by Joan B. Safford before me, on Jan 9, 2019 (Circulators Name) (Date)

(SEAL)

PAULINE JADDO  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires Jul 27, 2020  

RECEIVED  
BY:  
DATE: 1-9-19
PETITION IN OPPOSITION TO ZONING AMENDMENT

We, the undersigned, represent owners of property whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois. Pursuant to Subsections 6-3-4-6(E) and 6-3-4-7 of the Evanston Municipal Code, by this Petition, which we sign and acknowledge below, we collectively oppose the Plan Commission map amendment from R-6 (Residential) to D-3 (Downtown Core Development).

Signed and acknowledged:

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Property Address</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Marilyn Crow</td>
<td>Marilyn Crow</td>
<td>1750 Hinman 3A</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Clare Efford</td>
<td>Clare Efford</td>
<td>1730 Hinman 2E</td>
<td>Evanston, IL, Cook</td>
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<tr>
<td>Jason Wilson</td>
<td>Jason Wilson</td>
<td>1712 Hinman 4G</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Venen Eihon</td>
<td>Venen Eihon</td>
<td>1730 Hinman 3B</td>
<td>Evanston, IL, Cook</td>
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<tr>
<td>Helmut Langel</td>
<td>Helmut Langel</td>
<td>1730 Hinman 3B</td>
<td>Evanston, IL, Cook</td>
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<tr>
<td>Brewster</td>
<td>Brewster</td>
<td>1730 Hinman 3B</td>
<td>Evanston, IL, Cook</td>
</tr>
</tbody>
</table>

STATE OF ILLINOIS  )
COUNTY OF COOK    ) SS.

Circulator's Affidavit

I, ____________ attest that the signatures on this sheet were signed in my presence are genuine and that to the best of my knowledge and belief the persons so signing were at the time of signing the petition owners of property within 500 feet of the property located at 1714-1720 Chicago Avenue, Evanston, IL 60201.

____________ (Circulator's Signature)

Signed and sworn to (or affirmed) by ____________ before me, on ____________ (Circulator's Name) (Date)

(SEAL)

PAULINE JADO
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 27, 2020

RECEIVED

By: ____________
Date: 1-9-19
PETITION FOR OPPOSITION TO ZONING AMENDMENT

We, the undersigned, represent thirty percent (30%) of the owners of property whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, pursuant to Subsection 6-3-4-6(E) of the Evanston Municipal Code and commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois, and, by this Petition, which we sign and acknowledge below, we collectively oppose the Plan Commission map amendment.

Signed and acknowledged:

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Property Address</th>
<th>City, State, County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anne Ford</td>
<td>Anne Ford</td>
<td>522 Church #7A</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Monty Levinson</td>
<td>Monty Levinson</td>
<td>522 Church #4D</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Susan Levinson</td>
<td>Susan Levinson</td>
<td>522 Church #3A</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Marion Tiner</td>
<td>Marion Tiner</td>
<td>522 Church #4B</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Nancy Simon</td>
<td>Nancy Simon</td>
<td>522 Church #7C</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Blaine Wiegler</td>
<td>Blaine Wiegler</td>
<td>522 Church #3D</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Matt Fallon</td>
<td>Matt Fallon</td>
<td>522 Church #1A</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Constance Brinon</td>
<td>Constance Brinon</td>
<td>522 Church #44B</td>
<td>Evanston, IL, Cook</td>
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<tr>
<td>Ruth D. Rosin</td>
<td>Ruth D. Rosin</td>
<td>522 Church #20A</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>William Steel</td>
<td>William Steel</td>
<td>522 Church #12C</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>M. Plunder</td>
<td>M. Plunder</td>
<td>522 Church #2A</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>William Terman</td>
<td>William Terman</td>
<td>522 Church #7F</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Beth Reiman</td>
<td>Beth Reiman</td>
<td>522 Church #1D</td>
<td>Evanston, IL, Cook</td>
</tr>
</tbody>
</table>

STATE OF ILLINOIS

COUNTY OF COOK

Circulator's Affidavit

I, JANET STEIDL, do attest that the signatures on this sheet were signed in my presence and that to the best of my knowledge and belief the persons so signing were at the time of signing the petition owners of property within 500 feet of the property located at 1714-1720 Chicago Avenue, Evanston, IL 60201.

(Circulator’s Signature)

Signed and sworn to (or affirmed) by JANET STEIDL before me, on 01/08/2019

(SEAL)

(Notary Public’s Signature)

MARIA KALO
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 10, 2021

RECEIVED

BY: 1-9-19
PETITION FOR OPPOSITION TO ZONING AMENDMENT

We, the undersigned, represent thirty percent (30%) of the owners of property whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, pursuant to Subsection 6-3-4-6(E) of the Evanston Municipal Code and commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois, and, by this Petition, which we sign and acknowledge below, we collectively oppose the Plan Commission map amendment.

Signed and acknowledged:

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Property Address</th>
<th>City, State, County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melanie C.</td>
<td></td>
<td>1702 Chicago</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>President</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Melanie C.</td>
<td></td>
<td>1710 Chicago</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>President</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walter L. P.</td>
<td></td>
<td>1745 Arrington A.</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Owner(s)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Walter L. P.</td>
<td></td>
<td>1004 to 1006</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Walter L. P.</td>
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<td>Walter L. P.</td>
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</tbody>
</table>

STATE OF ILLINOIS
COUNTY OF COOK

Circulator's Affidavit

I, Janet Steidl, attest that the signatures on this sheet were signed in my presence are genuine and that to the best of my knowledge and belief the persons so signing were at the time of signing the petition owners of property within 500 feet of the property located at 1714-1720 Chicago Avenue, Evanston, IL 60201.

(Signature)

Signed and sworn to (or affirmed) by Janet Steidl before me, on 01/08/2019

(SEAL)

Notary Public's Signature

RECEIVED

By: 1-9-19
AFFIDAVIT and PETITION IN OPPOSITION TO ZONING AMENDMENT

Sarah F. Ward

I/We, the undersigned, am/are the owner(s) of property located at 1724 Chicago Ave., Evanston, Illinois, whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, pursuant to Subsection 6-3-4-6(E) of the Evanston Municipal Code and commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois, and I/We, oppose the Plan Commission map amendment.

Subscribed and affirmed:

Sarah F. Ward (Property Owner's Signature)

Signed and sworn to (or affirmed) by Sarah Ward before me, on

January 8, 2019

(SEAL)

Wanda E. Whitaker (Notary Public's Signature)

RECEIVED

By: 

BE: 1-9-19
AFFIDAVIT and PETITION IN OPPOSITION TO ZONING AMENDMENT

Sarah F. Ward

I/We declare(s) am/are the owner(s) of property located at 1728-1730 Chicago Avenue, Evanston, Illinois, whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, pursuant to Subsection 6-3-4-6(E) of the Evanston Municipal Code and commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois, and I/We, oppose the Plan Commission map amendment.

Subscribed and affirmed:

[Signature]
(Property Owner’s Signature)

Signed and sworn to (or affirmed) by [Signature] before me, on

January 8, 2019

(SEAL)

[Signature]
(Notary Public’s Signature)

RECEIVED

[Signature]

DATE: 1-9-19
AFFIDAVIT and PETITION IN OPPOSITION TO ZONING AMENDMENT

Sarah F. Ward

I/We am/are the owner(s) of property located at 1732 Chicago Ave., Evanston, Illinois, whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, pursuant to Subsection 6-3-6 of the Evanston Municipal Code and commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois, and I/We, oppose the Plan Commission map amendment.

Subscribed and affirmed:

Sarah F. Ward (Property Owner's Signature)

Signed and sworn to (or affirmed) by Sarah Ward before me, on

January 6, 2019

(SEAL)

Wanda Alshake (Notary Public's Signature)

RECEIVED

BY:  
DATE: 1-9-19
110-R-18

A RESOLUTION

Authorizing the City Manager to Execute an Amendment to the Purchase and Sale Agreement for the City-Owned Real Property Located at 1714-1720 Chicago Avenue to Chicago Avenue Partners, LLC

WHEREAS, the City of Evanston owns certain real property located at 1714-1720 Chicago Avenue, which is a surface parking lot (the "Property"); and

WHEREAS, on September 25, 2017, the City Council adopted Ordinance 52-O-17 approving the real estate sale agreement with Chicago Avenue Partners, LLC and the parties executed the contract on October 26, 2017; and

WHEREAS, Section 6(b) of the Agreement provides for Purchaser to have a period to seek municipal and other approvals for the development of the Subject Property (called the "Approval Period"), and during the pendency of the Approval Period Purchaser has the right in its discretion to terminate the Agreement.

WHEREAS, on July 24, 2018, the Parties entered into an amendment to extend the approval period contained in the agreement from May 24, 2018 to December 12, 2018. Purchaser is still in the process of seeking approvals for the development of the Subject Property but needs additional time to seek such approvals before it will commit to waiving its right to terminate the Agreement; and

WHEREAS, in consideration of the City granting an additional 6-month extension, the $50,000 deposit provided for Section 4(a) is refundable; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Evanston to extend the approval period provided in the real estate sale
agreement by and between the City, as Seller, and Chicago Avenue Partners, LLC, as Buyer,

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

SECTION 1: The City Manager is hereby authorized and directed to execute the Amendment to Purchase and Sale Agreement ("Amendment") with Chicago Avenue Partners, LLC, attached hereto and incorporated by reference as Exhibit "1".

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Amendment as he may determine to be in the best interests of the City.

SECTION 3: This Resolution 110-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

Attest: Devon Reid, City Clerk

Approved as to form: Michelle L. Masoncup, Corporation Counsel

Adopted: December 10, 2018
EXHIBIT 1

REAL ESTATE AGREEMENT
other documentation in Seller’s possession or control which may be reasonably requested by Purchaser (the “Documents”) and “Seller’s Title Evidence” (as hereinafter defined). Seller will produce copies of the following due diligence documents:

(a) Copies of income and expense statements, year-end financial and monthly and annual operating statements of the Property for the current year and the three (3) years immediately preceding the date of the Agreement.

(b) Copies of all engineering and architectural plans and specifications, drawings, studies and surveys relating to the Property, in Seller’s possession or control, and copies of all records pertaining to the repair, replacement and maintenance of the mechanical systems at the Property, the roof and the structural components of the Property.

(c) Copies of Seller’s most recent owner’s title policy issued in connection with the Property and the most recent survey of the Property.

3. Purchase Price. In consideration of the Purchaser reducing the number of stories for the building from 14 to 11 stories, the City agrees to reduce the Purchase Price from $5,000,000 to $4,000,000. Purchaser must pay to Seller Four Million Dollars ($4,000,000.00) for the Subject Property (the “Purchase Price”). If the Site Plan Approval process yields a reduction in the building stories from the original proposal of an 11-story development, the purchase price may be revisited by the parties. In the event the parties cannot reach an agreement on a reduction in purchase price, then upon written notice to the other party, either party elect to terminate this Agreement.

4. Payment of Purchase Price; Deposit; Due Diligence Period. The Purchase Price shall be paid as follows:

(a) Within three (3) business days following the Execution Date, Purchaser will deliver to Chicago Title and Trust Company, 10 South LaSalle St. Suite 3100, Chicago, IL 60603 (“Escrow Agent”) the sum of Fifty Thousand and No/100 Dollars ($50,000.00) (“Deposit”), which amount shall be held by the Escrow Agent, at the expense of Purchaser, pursuant to the terms and provisions of Exhibit B, and which shall be credited toward the Purchase Price at Closing or otherwise disbursed in accordance with this Agreement. Subject to the terms and conditions of this Agreement, the Deposit shall become non-refundable following the expiration of the Due Diligence Period (as defined below), except in the event of Seller’s default under this Agreement or if this Agreement was terminated by Purchaser in accordance with the terms of this Agreement (or as otherwise set forth herein).

(b) The “Due Diligence Period” shall mean the period commencing on the Execution Date and ending on the date which is 60 days thereafter.

(c) The balance of the Purchase Price shall be payable at the Closing (as hereinafter defined), plus or minus prorations as hereinafter set forth, by wire transfer.

5. Title. Within five (5) days following the Execution Date hereof, Seller shall deliver to Purchaser a copy of any existing title insurance policy (if any) and survey for the
the expiration of the Due Diligence Period, to terminate this Agreement upon written notice to Seller, whereupon this Agreement shall promptly be deemed terminated and of no further force and effect, the Deposit, and any interest accrued thereon, shall be returned to Purchaser and upon such return Purchaser and Seller shall have no further obligations to each other, except as expressly set forth in this Agreement.

(b) **Approval Period.** Purchaser shall have the period (i) commencing on the date of expiration of the Due Diligence Period, and (ii) expiring at 5:00 p.m. Central Time on the date which is 150 days thereafter (such period, the "Approval Period"), to undertake and obtain its municipal approvals for zoning entitlements, site plan, and building permits, all necessary to development property in Evanston per City Code (collectively, "Site Plan Approval") for the development of the Subject Property. If Purchaser cannot obtain Site Plan Approval within the Approval Period, then both parties can terminate this Agreement, whereupon this Agreement shall be deemed terminated and of no further force and effect, the Deposit, and any interest accrued thereon, shall promptly be returned to Purchaser and upon such return to Purchaser and Seller shall have no further obligations to each other, except as expressly set forth in this Agreement.

(c) **Performance of Other Party; No Pending Litigation.**
   (i) As a condition benefiting Seller only, at the Execution Date and at Closing, all representations and warranties of Purchaser hereunder shall be true and correct in all material respects, and all obligations of Purchaser hereunder shall have been performed in all material respects.

   (ii) As a condition benefiting Purchaser only, at the Execution Date and at Closing, all representations and warranties of Seller hereunder shall be true and correct in all material respects, and all obligations of Seller hereunder shall have been performed in all material respects. In addition, as a condition benefiting Purchaser only, there shall be no pending or threatened litigation involving the Subject Property or Purchaser's contemplated development thereon.

(d) **No Material Adverse Change.** As a condition benefiting Purchaser only, except as permitted in this Agreement, there shall have been no adverse change to the title to the Subject Property from the effective date of the Commitment, excluding any mortgage or liens of Seller which shall satisfy at Closing, and at Closing the Title Company shall be prepared and unconditionally committed to issue to Purchaser its owner's policy of title insurance in the amount of the Purchase Price, insuring fee title to the Property in Purchaser subject only to the Permitted Exceptions and with "extended coverage" and such other endorsements that Purchaser reasonably requires ("Title Policy").

(e) **Zoning.** As a condition benefiting both parties, Purchaser shall have obtain Site Plan Approval with the following (i) Site Plan Approval with 75 parking spaces to replace the existing surface parking spaces for public use plus the minimum required parking spaces for the zoning entitlement required under Title 6 of the City Code; and (ii) zoning for the Subject Property shall allow for the future use of the building as offices and associated uses for the operation of office space. The 75 parking space in the new development will be provided at
(d) Seller is not aware of any judicial, administrative or similar proceeding affecting the Subject Property or Seller’s ability to perform its obligations under this Agreement.

(e) Seller has not made an assignment for the benefit of creditors of all or substantially all of its assets, is able to pay all or substantially all of its debts as they become due, has not been adjudicated as bankrupt or insolvent, nor has Seller filed a petition or application to any tribunal for the appointment of a trustee or receiver or any substantial part of its assets, or upon the commencement of any voluntary or involuntary bankruptcy (and, in respect of an involuntary bankruptcy, has not been discharged within sixty (60) days), reorganization or similar proceedings with such other party, or the entry of an order appointing a trustee or receiver or approving a petition in any such proceeding.

(f) Seller has good, marketable and insurable title to the Subject Property in fee simple and subject to no liens or encumbrances whatever other than (i) the Permitted Exceptions and (ii) monetary liens that will be satisfied and released by Seller at or prior to Closing.

(g) As of the Closing contemplated hereby, there shall be no unpaid bills for labor performed or materials supplied incident to the Subject Property, any of which will be paid off at Closing. A no-lien affidavit stating same will be delivered by Seller to Purchaser at Closing.

(h) To Seller’s knowledge, there are no pending or contemplated condemnation or eminent domain proceedings which would affect any portion of the Subject Property.

(i) Seller is not a party to and the Subject Property is not affected by any lease or other occupancy agreement, or any service, maintenance or property management agreements or any contracts or other agreements of any kind with respect to the Subject Property which is not reflected in the Permitted Exceptions; and Seller will not, without the prior written consent of Purchaser, enter into or amend any agreement, contract or lease which will be effective following the Closing.

(j) To Seller’s knowledge there is no pending or threatened litigation involving the Subject Property.

(k) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, so as to require the withholding of any portion of the Purchase Price for Federal income tax purposes, and Seller agrees to execute, at Closing, an affidavit evidencing same.

(l) The Subject Property is not the subject of a right of first refusal or option to purchase in any third party.

(m) The parties executing this Agreement are duly authorized to bind Seller without the further authorization of any person or entity.
(e) Purchaser will record a covenant in the form of a deed restriction that will ensure that the Subject Property and future building remains subject to and pays property taxes. If a tax exempt entity subsequently purchases the Subject Property or the building, or a portion thereof, the future entity will pay the equivalent of property taxes owed to the taxing districts.

(f) Purchaser has not made an assignment for the benefit of creditors of all or substantially all of its assets, is able to pay all or substantially all of its debts as they become due, has not been adjudicated as bankrupt or insolvent, nor has Purchaser filed a petition or application to any tribunal for the appointment of a trustee or receiver or any substantial part of its assets, or upon the commencement of any voluntary or involuntary bankruptcy (and, in respect of an involuntary bankruptcy, has not been discharged within sixty (60) days), reorganization or similar proceedings with such other party, or the entry of an order appointing a trustee or receiver or approving a petition in any such proceeding.

(g) Except as set forth in this Agreement, Purchaser acknowledges and agrees that the Purchaser is relying solely upon its own inspections, investigations, analysis and independent assessment of the Property in determining whether to acquire the Property. The Purchaser also hereby agrees that the Seller sells the Property, and the Purchaser purchases and accepts the Property, in AS IS – WHEREIS CONDITION, WITH ALL FAULTS, without any warranties, representations, guarantees, statements, agreements, studies, reports, descriptions, guidelines or other information or materials whether oral or written, expressed or implied, of any kind or nature from the Seller, except as expressly set forth in this Agreement, and Seller has no responsibility to make any improvements to the Property. The Purchaser assumes all risks of the Property including, without limitation, the physical condition of the Property, compliance of the Property with any federal, state or local laws, statutes, ordinances, regulations, rulings, etc., or the suitability of the Property for any existing or future uses, subject to the terms of this Agreement.

(h) In the event Purchaser closes in accordance with this Agreement, shall be deemed to acknowledge, understand and agrees as follows: (i) the Purchaser is aware of the physical and geological condition of, and the status of title to, the Property and the Purchaser acknowledges that the Seller and the Seller's representatives have made no representations or warranties, regarding the physical and geological condition of, and status of title to, the Property or the suitability of the Property for the Purchaser's proposed use, except as expressly set forth in this Agreement; (ii) the Purchaser is satisfied with the soils and the soil compaction of the Property; (iii) the Purchaser has evaluated the environmental condition of the Property, has conducted all environmental tests and assessments of the Property which the Purchaser believes are necessary, and is satisfied with the environmental condition of the Property; and (iv) the Purchaser has examined the zoning ordinance, building code and other laws, codes, statutes, regulations, covenants and restrictions relating to the Property and the Purchaser assumes all risks relating to such zoning ordinance, building code and other laws, codes, statutes, regulations, covenants and restrictions relating to the Property.

(i) Subject to the terms of this Agreement, in the event Purchaser closes in accordance with this Agreement, the Purchaser hereby releases the Seller and Seller's representatives from all responsibility and liability regarding the condition (including, without limitation, the presence at or near the Premises of materials or substances that have been or may
11. **Closing**

(a) Unless extended by any other provisions of this Agreement, the "Closing" of the transaction contemplated by this Agreement (execution and delivery of the special warranty deed, as well as the execution and delivery of all other documents required pursuant to this Agreement and the payment of all sums required to be paid) shall take place upon the date selected by Purchaser by notice to Seller at least five (5) business days in advance of such date, but in any event on or before [sixty (60) days] after the expiration of the Approval Period.

(b) Seller agrees to execute at Closing an undertaking required by the Title Company to delete the "gap" exception.

12. **Expenses.** The parties agree that the following shall be the schedule of obligations with respect to the Closing expenses hereunder, to wit:

(a) Seller shall pay for:

(i) any state, county and municipal documentary stamp taxes (or other transfer taxes) and surtaxes, if any, on the special warranty deed; and

(ii) the premium for the Title Policy providing coverage equal to the Purchase Price (including extended coverage but not any other endorsements), and the cost of correcting any title defects;

(iii) one-half (1/2) of the escrow fees of the Title Company as escrow agent and for the escrow closing;

(iv) all prorations to and including the Closing Date for real estate taxes, special assessments or fees, water bills, utility charges or other similar expenses.

(b) Purchaser shall pay for:

(i) the cost of its due diligence, including any survey;

(ii) the recording of the special warranty deed and any other conveyance documents, or mortgage, deed of trust, assignments of rents, financing statements or similar documents evidencing or securing the obligations of the Purchaser under a mortgage loan or other loan secured by the Property;

(iii) one-half (1/2) of the escrow fees of the Title Company as escrow agent and for the escrow closing;
other parking lot related fixtures present on the property within 45 days. These fixtures are not included in the sale price.

14. **Condemnation.** In the event that any condemnation or eminent domain proceedings are threatened or instituted at any time prior to the Closing hereunder which results in or could result in the taking of any part or all of the Subject Property, Purchaser, by written notice given within thirty (30) days after notification thereof from Seller (and the Closing Date shall be extended accordingly to allow for such notice period, if necessary), shall have the option of: (i) canceling this Agreement, in which event the Deposit shall be forthwith returned by the holder thereof to Purchaser and upon such repayment, this Agreement shall be null, void and of no further force or effect and all parties hereto shall be released and relieved from any and all further liability or obligations hereunder, except those that survive termination of this Agreement; or (ii) Closing the transaction contemplated by this Agreement, in which event the Purchase Price shall not be abated; provided, however, that Seller shall assign (with any necessary third-party consents) any condemnation or eminent domain award and its right to receive same to Purchaser. Seller agrees not to enter into any settlement of any condemnation proceedings or eminent domain proceedings without the prior written consent of Purchaser, and Seller agrees to immediately notify Purchaser in the event any condemnation or eminent domain proceeding be threatened or instituted. Purchaser's right to consent to any such settlement shall terminate on the date contemplated for Closing pursuant to this Agreement in the event Purchaser has not closed by such date.

15. **Anti-Terrorism and Anti-Money Laundering Compliance**

(a) **Compliance with Anti-Terrorism Laws.** Neither the Purchaser, the Seller, nor any person who owns a direct controlling interest in or otherwise controls the Purchaser or the Seller, or any assignee of the Purchaser, is (i) listed on the Specially Designated Nationals and Blocked Persons List (the "SDN List") maintained by the Office of Foreign Assets Control ("OFAC"), Department of Treasury, and/or on any other similar list ("Other Lists" and collectively with the SDN List, the "Lists") maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, the "OFAC Laws and Regulations"); or (ii) a person (a "Designated Person") either (A) included within the term "designated national," as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the "Executive Orders").

(b) **No Violation of Anti-Money Laundering Laws.** Neither Purchaser, any assignee of the Purchaser, nor any holder of a direct interest in an assignee of the Purchaser (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering under 18 U.S.C. §§ 1956 and 1957, drug trafficking, terrorist-related activities or other money laundering predicate crimes, or any violation of the BSA, (ii) has been assessed civil penalties under any Anti-Money Laundering Laws, or (iii) has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws. For purposes of this Paragraph 15, the term "Anti-Money Laundering Laws" means the Bank Secrecy Act, 31 U.S.C. §§ 5311 et seq. ("BSA"), and all applicable laws, regulations and governmental guidance on BSA.
objections (other than as expressly set forth in Paragraph 5) as set forth in Paragraph 5; or

(ii) Seller shall have failed to comply with any other material term, provision, covenant, agreement or condition of this Agreement; or

(iii) any of the representations and warranties made by Seller herein shall be in any respect untrue in any material respect,

and if such failure, default or misrepresentation is not cured by Seller within ten (10) business days after notice thereof from Purchaser, then the Deposit shall immediately be returned to Purchaser, and Purchaser shall have the right:

(A) to cancel this Agreement by giving written notice to Seller whereupon this Agreement shall be deemed to be terminated, and Seller shall reimburse Purchaser for its actual out-of-pocket expenses incurred in connection with pursuing the transaction contemplated hereunder; or

(B) to take title subject to the defect, exception, objection, inaccuracy or failure; or

(C) to pursue an action for specific performance.

Without limiting Purchaser's rights contained in this Paragraph, in case of a Seller lien or Seller encumbrance on the Subject Property which can be removed at the time of Closing by payment of a liquidated amount, Seller covenants and agrees, at Purchaser's request, to remove such lien or encumbrance at Closing so that the Subject Property can be conveyed to Purchaser free of same except non-delinquent real estate taxes which are not yet due and payable.

19. **Attorney's Fees.** In connection with any litigation arising out of this Agreement, the each party to cover its own costs and expenses incurred, including, but not limited to, attorneys' fees actually incurred.

20. **Notices.** All notices pursuant to this Agreement shall be in writing and shall be considered as properly given or made (i) upon the date of personal delivery (if notice is delivered by personal delivery), (ii) on the date of delivery, as confirmed by electronic transmission (if notice is delivered by email transmission), (iii) on the day one (1) business days after deposit with an nationally recognized overnight courier service (if notice is delivered by internationally recognized overnight courier service), or (iv) on the third (3rd) business day following mailing, if within the United States, by first class United States mail, postage prepaid, certified mail, return receipt requested (if notice is given in such manner).

Notices as to Seller shall be sent to:
The City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Agreement, and Seller shall close the transaction contemplated by this Agreement with such assignee; otherwise, this Agreement is not assignable.

26. **No Recording.** The Purchaser agrees it shall not record this Agreement or a memorandum hereof, and in the event the Purchaser does record this Agreement or a memorandum of this Agreement, then the Purchaser shall be deemed in default hereunder, and at the option of the Seller, the Purchaser's rights under this Agreement shall be null and void and of no further force and effect and the Seller shall have the right to exercise all of its rights and remedies under this Agreement.

27. **Terms.** Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

28. **Miscellaneous.**

(a) This Agreement shall not be construed more strictly against either party, it being acknowledged that each party actively participated in the preparation of this Agreement.

(b) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and/or assigns.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. This Agreement may be executed via telecopy or electronically.

(d) No waiver or modification of any provision of this Agreement shall be effective unless it is in writing and signed by Purchaser and Seller, and shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

(e) Time is of the essence with respect to all time periods set forth in this Agreement.

29. **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. Except where otherwise noted, the last day of any period of time described herein shall be deemed to end at 5:00 p.m. in the jurisdiction in which the Property is located.
EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Commonly known as: 1714 Chicago Avenue, Evanston, Illinois 60201
PIN: 11-18-208-015-0000

LOT 13 IN BLOCK 15 IN EVANSTON IN EAST FRACTIONAL HALF OF SECTION 18,
TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

Commonly known as: 1718 Chicago Avenue, Evanston, Illinois 60201
PIN: 11-18-208-014-0000

THE SOUTH 11 FEET OF LOT 15 AND ALL OF LOT 14 IN BLOCK 15 IN EVANSTON IN
THE EAST FRACTIONAL HALF OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
5. **Liability of Escrow Agent.** The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement, but shall be liable for its negligent acts and for any loss, cost or expense incurred by Seller or Purchaser resulting from the Escrow Agent’s mistake of law respecting the Escrow Agent’s scope or nature of its duties. Seller and Purchaser shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys’ fees, incurred in connection with the performance of the Escrow Agent’s duties hereunder, except with respect to actions or omissions taken or made by the Escrow Agent in bad faith, in disregard of this Agreement or involving negligence on the part of the Escrow Agent.
SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE

This Second Amendment to Agreement for Purchase and Sale (this "First Amendment") is made this ___ day of __________, 2018 by and between the City of Evanston ("Seller") and Chicago Avenue Partners, LLC, an Illinois limited liability company ("Purchaser").

RECITALS

A. On October 26, 2017, the parties hereto executed an Agreement for Purchase and Sale (the "Agreement") setting forth the terms under which Purchaser shall purchase and Seller shall sell certain property located at 1714-1720 Chicago Avenue, Evanston, Illinois.

B. Section 6(b) of the Agreement provides for Purchaser to have a period to seek municipal and other approvals for the development of the Subject Property (called the "Approval Period"), and during the pendency of the Approval Period Purchaser has the right in its discretion to terminate the Agreement.

C. On July 24, 2018, the Parties entered into an amendment providing the Purchaser an extension for the approval period to December 12, 2018. Purchaser is still in the process of seeking approvals for the development of the Subject Property but needs additional time to seek such approvals before it will commit to waiving its right to terminate the Agreement.

D. Seller is willing to extend the Approval Period to give Purchaser additional time to obtain approvals for the development of the Subject Property.

NOW, THEREFORE, in consideration of the Recitals which by this reference are incorporated herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. Terms defined in the Agreement shall have the same meanings when used in this First Amendment.

2. Deposit. In consideration of the City granting a second extension to the Buyer, the deposit will be non-refundable. Section 4(a) of the Agreement is hereby amended to provide that the deposit issued by the Purchaser pursuant to Agreement is non-refundable as of the date of Execution of this Amendment.

The language is amended to read:

(a) On November 29, 2017, the Purchaser deposited earnest money with Chicago Title and Trust Company, 10 South LaSalle St. Suite 3100, Chicago, IL 60603 ("Escrow Agent") in the sum of Fifty Thousand and No/100 Dollars ($50,000.00) ("Deposit"), as Escrow Agent, at the expense of Purchaser, pursuant to the terms and provisions of Exhibit B. On the Effective Date of the Second Amendment, the Deposit is non-refundable. Buyer will direct the Escrow Agent to wire the funds
MEETING MINUTES
PLAN COMMISSION
Wednesday, January 9, 2019
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Jennifer Draper, Carol Goddard, Peter Isaac, Andrew Pigozzi

Members Absent: Terri Dubin, George Halik

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 7:02 P.M.

2. APPROVAL OF MEETING MINUTES: December 12, 2018

Commissioner Isaac made a motion to approve the minutes, seconded by Commissioner Goddard. The Commission voted unanimously, 5-0, to approve the minutes of December 12, 2018.

3. OLD BUSINESS (Continued from December 12, 2018)

A. Planned Development
1714-1720 Chicago Avenue
18PLND-0053
Paul Janicki, architect, proposes to construct a 13-story office building with 112 on-site parking spaces. The applicant requests a Map Amendment to rezone the property from the R6 General Residential to the D3 Downtown Core Development District. The applicant seeks site development allowances for: 1) An FAR of 5.0, where the maximum permitted FAR in the D3 district is 4.5; 2) A building height of 127 feet to roof (excluding eligible parking levels), where the maximum permitted height of a building in D3 is 85 feet to roof; 3) 112 parking spaces with 22 compact stalls where the minimum required number of parking spaces is 213, in addition to a purchase-sale agreement to replace the 74 library parking spaces onsite, and where compact stalls are not allowed; 4) A front yard setback of 25-
feet, where 31.4 feet is required; 5) A north side yard setback of 5-feet proposed, where 15-feet is required; 6) A south side yard setback of 5-feet proposed, where 15-feet is required.; and 7) A canopy yard obstruction of 9.7 feet into the required front yard, where a maximum obstruction of 3.1 feet (10%) is allowed. In addition, the applicant may seek and the Plan Commission may consider additional Site Development Allowances as may be necessary or desirable for the proposed development.

Chair Lewis stated that the applicant will not be making a presentation and opened up the public hearing to testimony from the public. A total of 16 people spoke, including the following:

- Marcia Kuhr, who requested the continuance, stated that a petition was circulated and signed by neighbors in opposition to the project. Several concerns were mentioned, including the increased traffic in the alley, loss of parking despite applicant claims that the current lot is not fully used, the increase in people not being addressed with regards to garage space, and the bulk of the building itself negatively impacting nearby properties and adjacent landmarks.
- Kevin Russell stated that, from his residence, he can see that Clark Street is a major truck route and is concerned about the amount of traffic on the street, especially during rush hours. He also had concerns about a pedestrian count not being done due to a large amount of foot traffic in the area to and from Northwestern University. He then inquired about how much property tax the building is projected to create.
- Melanie Cody, President of the Women’s Club of Evanston, spoke in opposition to the project voicing concerns about the likely damage to the historic clubhouse and loss of revenue from fewer events being held in that space.
- Joan Safford read a letter from Lenore Weisman, a disabled resident who voiced concerns regarding the location, safety and amount of the proposed accessible parking spaces. Ms. Safford then stated she herself had concerns about the proposed Map Amendment being spot zoning that would not match the character of the block and stated that the petition mentioned earlier is specifically in opposition to the rezoning. She then questioned whether or not the market study included was still valid and sufficient.
- Margie Rogasner stated that there was no publicity regarding the proposed building and no mention of any interim parking plans during the construction of the building. She also inquired as to whether or not schools had been notified about the proposed development and stated that library will likely lose circulation which it uses to secure funding.
- Glen Madeja, of Center for Women’s History and Leadership and Frances Willard House, expressed concerns over security, adding a fence to prevent people cutting through the property from the parking lot, protection from water run-off that the building will increase, and the proposed building putting the Frances Willard house in shadows for most of the year. He also requested a written agreement for tree replacement for those trees that are unable to be preserved.
since the tree protection plan is not yet completed.

- Virginia Beatty voiced concerns regarding the number of parking spaces and how the building may affect entry into the library garage and McManus buildings. She added that the 2-way alley is only 20 feet wide and that the size and bulk of the building is 4 times higher than adjacent buildings on the block, reiterating the importance of the landmark buildings on either side of the development. She finished by stating that the developer did a good job of gathering information, however, this is not the best location for the proposed development.

- Sara Schastok inquired about inconsistencies with the proposed job creation numbers.

- Janet Steidl stated that the traffic volume projection does not include pedestrian and bicycle traffic and that with the projected number of employees traveling to the building there will be various modes of transportation, increasing alley use. Projection should include pedestrian and bicycle usage.

- Austin Sherer stated that there are dangerous blind turns proposed in the alley and difficult turns into the alley from fast moving Church St. traffic. He also expressed that the building is disproportionate to the adjacent buildings and would tower over them and lead to faster deterioration of the landmark buildings. He added that the diagrams are well done but do not appear to have an accurate scale.

- Libby Hill, with Bird Friendly Evanston, explained that Evanston is part of a major flyway for birds and she commends the developer for taking bird friendliness into consideration in the building design. She expressed concern over the lobby, suggesting that the clear glass be changed. The project is a 17.8 on a scale where 15 points is optimal for the LEED 55 Pilot Credit.

- Vickie Burke, speaking on behalf of Sarah Ward and the Women’s History Center stated that the Frances Willard House is ranked #2 on the list of places Illinoisans should visit and they have stated their opposition to the building on this lot. She added that no one has reached out to various groups about their concerns over the proposed development. Ms. Burke then asked for clarification on whether or not there will be a scale model created and if it could be on display in the library for residents to view. She inquired about the educational internship proposed and stated that she liked the idea behind that public benefit. Ms. Burke then asked for clarification on the proposed public/501c3 bike room, stating that this it is not really needed and not a true public benefit.

- Ben Shapiro, with the Evanston Library Board, stated that there is an average of 1700 daily visitors to the library and that the proposed parking is insufficient, would not be available when needed and hinder the library’s ability to serve the public. He also expressed concern about the dog-legged alley, vehicles using the garage entry area as a cut-through to get to the building and inquired about a snow removal plan.

- Bruce Garenbach stated the Commission should deny the project; there are multiple items that the proposed building has changed from what the City initially approved including going above 11 stories, not providing 75 parking spaces, and
needing an alley vacation. He added that the loading zones being directly across the alley from each other could cause the alley to be blocked. Mr. Garenbach then stated that the DAPR recommendation of denial should hold weight and that the proposed rezoning is an instance of spot zoning.

- Kim Stanton clarified that the agreement that the Women's Club has been said to have signed has not been, was just received that day, and was not acceptable.
- Alderman Fiske made a statement to correct the record regarding comments from Sarah Ward. She read a correspondence which asked that future communication go to Glen Madeja and Vickie Burke who are aware of the process and meetings have occurred with representatives from the entities each represents.

Mr. Janicki made closing statements. He explained that the Fire Department did come out to the site and adjustments to the building setback were made. The alley is also standard width, currently has no crosswalks for pedestrians and that the vehicles used in diagrams for the proposed building are the size of Suburbans. He added that there will be 112 parking spaces available after 5:00pm and on weekends which leads to a net increase of spaces for the public when the demand is highest. After calculations, it is projected that roughly 40% of office workers will stay late and the garage will have a full time security guard. He then stated that there were 4 days of parking counts that were observed and yielded similar results. He added that the development team elected not to add the 74 spaces back but that there are 38 more cars projected with the new building.

Mr. Janicki then stated that the projected property tax revenue will exceed $1 million. He added that the concern for the historic structures is not needed due to the proposed setback and proposed seismic monitoring. He used the recently constructed Hyatt building as an example of protecting an adjacent historic structure. He then stated that the market feasibility study is based on City of Evanston’s request for proposals. Mr. Janicki added that the centerline of existing trees are on Frances Willard House property and that the goal is to preserve as many trees as possible, replace trees and add new trees in the parkway, and explained that the diagrams provided and building itself are to scale.

Chair Lewis opened up the hearing to questions from the Commission. These included:

- Commissioner Pigozzi inquired how people will access the east terrace and that the proposed dumpster appears to be large. Mr. Janicki stated that there are elevators that will go up to the north and south terrace levels, but the east would not be accessed, and that the dumpster area includes loading. Chair Lewis confirmed that the terraces will only be accessible to building tenants.
- Commissioner Draper inquired about the existing trees and what is proposed to be replaced in the parkway. Mr. Janicki explained that the existing trees are small and the development is proposing to put 10 inch caliper trees in their place.
- Commissioner Draper asked how parking will be handled during construction. Mr.
Stec stated that there will be a plan laid out for the Construction Management Plan which will have to be approved by staff.

- Mr. Stec stated that the proposed internship will be structured by Shelly Gates at Evanston Township High School. He then stated that with regards to the public/private bike parking proposed came about from a conversation with the Evanston Bike Club President who made the suggestion. He added that with regards to the adjacent buildings, the development does not want to interrupt the history of those buildings and that business interruption insurance will be in place to protect them and that information was in the letter referenced by Ms. Stanton.

- Chair Lewis asked about the discrepancy in the full time employee numbers. Mr. Stec stated that the real estate broker expects a higher number of employees and the 500 employee standard is fluid.

- Commissioner Isaac mentioned the brief talk regarding the contract to sell the property and pointed out the change in what has been proposed. He asked if that should be taken into consideration and added that if the lot were not owned by Evanston, that they may not be having the same conversation. Mr. Mario Treto, Deputy City Attorney, stated that those considerations are under the jurisdiction of the City Council and that Plan Commission should just look at the standards stated within the Zoning Code.

Chair Lewis closed the public hearing and the Commission began its deliberations.

Commissioner Pigozzi stated that he has tried to understand the form and is not convinced that there is a precedent for this building. He added that the developer is asking a lot with regards to building height and setback allowances and that there is no rhythm to the building and the façade does not fit with the surrounding buildings. He is not convinced that the design works and is sufficient to justify the ask. Therefore, he cannot support the project.

Commissioner Goddard stated that she knows that the City wants a building at this site but that the requested development allowances are not offset by the public benefits.

Commissioner Draper stated that the developer made a good case for the fire truck passage and parking but that she has concerns regarding the building design and size not fitting in with the adjacent buildings. She added that the building setbacks are too small, the trees are not likely to be saved and she is struggling to see how the project would work.

Commissioner Isaac stated that initially, the main concern was the parking. In the past, the Commission has looked unfavorably at a reduction in parking but overall, that will not be as big an issue due to the building being an office use. He added that he has a concern with the loss of the open air lot having an effect on the library and adjacent buildings. This is a tough case with pros and cons on either side and he is conflicted.
Chair Lewis stated that his initial thought is concern for the rezoning. R6 is appropriate even though it is adjacent to the D3 district and feels the rezoning would be spot zoning considering the transition at that location. He added that office space is needed but is not sure that the proposed site is the best location for it.

The Commission then reviewed the standards for Special Use, Map Amendments and Planned Developments in the proposed D3 District and found that not all of the standards had been met.

Commissioner Isaac added that a major issue is whether or not the downtown should be extended to this street and the biggest issue is rezoning of the lot from R6 to D3. Commissioner Goddard responded that the rezoning is one of the issues but not the guiding issue.

Commissioner Pigozzi made a motion to recommend denial of proposed development. Commissioner Goddard seconded the motion. A roll call vote was taken and the motion passed, 4-1.

Ayes: Draper, Goddard, Isaac, Pigozzi
Nays: Lewis

4. OTHER BUSINESS

There was no other business.

5. PUBLIC COMMENT

There was no public comment.

6. ADJOURNMENT

Commissioner Isaac made a motion to adjourn the meeting. Commissioner Goddard seconded the motion.

A voice vote was taken and the motion was approved by voice vote 5-0. The meeting was adjourned at 8:57 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
MEETING MINUTES
PLAN COMMISSION
Wednesday, December 12, 2018
7:00 P.M.

Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Jennifer Draper, Carol Goddard, Peter Isaac, Andrew Pigozzi

Members Absent: Terri Dubin, George Halik

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

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feet, where 31.4 feet is required; 5) A north side yard setback of 5-feet proposed, where 15-feet is required; 6) A south side yard setback of 5-feet proposed, where 15-feet is required.; and 7) A canopy yard obstruction of 9.7 feet into the required front yard, where a maximum obstruction of 3.1 feet (10%) is allowed. In addition, the applicant may seek and the Plan Commission may consider additional Site Development Allowances as may be necessary or desirable for the proposed development.

Chair Lewis stated that the applicant will not be making a presentation and opened up the public hearing to testimony from the public. A total of people spoke, including the following:

- Marcia Kuhr, who requested the continuance, stated that a petition was circulated and signed by neighbors in opposition to the project. Several concerns were mentioned, including the increased traffic in the alley, loss of parking despite applicant claims that the current lot is not fully used, the increase in people not being address with regards to garage space and the bulk of the building itself negatively impacting nearby properties and adjacent landmarks.

- Kevin Russell stated that from his residence, he can see that Clark Street is a major truck route and is concerned about the amount of traffic on the street, especially during rush hours. He also had concerns about a pedestrian count not being done due to a large amount of foot traffic in the area to and from Northwestern University. He then inquired about how much property tax the building is projected to create.

- Melanie Cody, President of the Women's Club of Evanston, spoke in opposition to the project voicing concerns about the likely damage to the historic clubhouse and loss of revenue from fewer events being held in that space.

- Joan Safford read a letter from Lenore Weisman, a disabled resident who voiced concerns regarding the location, safety and amount of the proposed accessible parking spaces. Ms. Safford the stated she herself had concerns about the proposed Map Amendment being spot zoning that would not match the character of the block and stated that the petition mentioned earlier is specifically in opposition to the rezoning. She then questioned whether or not the market study included was still valid and sufficient.

- Margie Rogasner stated that there was no publicity regarding the proposed building and no mention of any interim parking plans during the construction of the building. She also inquired

Mr. Paul Janicki provided additional information on the proposed development, explaining that the proposal is a response to a Request for Proposals issued by the City. He then described building characteristics, materials and the alley functionality, including the proposed alley vacation to accommodate loading and truck traffic. He explained that the required library parking spaces would be available in the evenings and on weekends when the office spaces are not in use. Mr. Greg Stec then added that
Chair Lewis opened up the hearing to questions from the Commission. These included:

- Commissioner Dubin inquired whether or not the traffic study takes short library visits into account when reviewing alley traffic. Additionally, what is the demand for office space in the City? Mr. Steve Corcharan responded that the study took traffic counts of the area and where vehicles enter and exit existing lots/garages. Class A office space is in demand in Evanston and there are various headquarters looking to relocate into the area.

- Commissioner Halik inquired about the planned absorption rate for the building and what the typical ratio of parking spaces to office space is. Mr. Stec stated that the plan is to have 50% of the building leased before breaking ground and 75% leased by the time the building is constructed. Typically parking is provided at a rate of 1,000 square feet of leasable office space per parking space.

- Commissioner Goddard asked of the 74 required parking spaces for library use, how many will be available during the day? Mr. Janicki referenced the traffic study and stated that the existing lot typically has 21 used parking spaces during the day. Intend to use the proposed building garage as overflow parking for what is provided in the library garage during the day.

- Commissioner Goddard then inquired about the average setback on the block. Mr. Janicki responded that there is an approximate 34 foot setback on the block and 25 feet proposed for the building.

- Commissioner Pigozzi asked for the applicant to explain the idea behind the building design. Mr. Janicki stated that he looked at the massing of adjacent and nearby buildings in the downtown area.

- Commissioner Halik asked what the height in feet compared with the Whole Foods building is and what will the parking level “windows” be made of. Mr. Janicki stated that he is uncertain of Whole Foods building height in feet but in stories it is 25 stories versus 13 stories of the proposed development. The windows of the proposed building will be a punched opening of translucent etched glass and provide an obscured view.

- Commissioner Draper inquired about how the side setbacks of the proposed building compare to the side setbacks of adjacent landmark buildings. Mr. Janicki stated that setback from the northern building to the proposed building is approximately 25 feet.

- Commissioner Draper then asked if existing trees along Chicago Avenue are proposed to be kept. Mr. Janicki confirmed that they will be and additional trees are proposed within the parkway.

- Commissioner Isaac asked for the applicant to explain project changes since
Council approval the sale of the property and if those changes lead to change in the property sale price. Mr. Janicki stated that changes include additional floors to provide additional revenue and provide more parking. Mr. Stec stated that the cost to build the development has increased since the start of the approval process.

- Commissioner Isaac then brought up concern of office use after 5:00pm and how many parking spaces will actually be available for the library visitors and the public if this occurs. Additionally, what vehicles would be able to use the compact parking spaces. 8 feet by 18 feet are the size of those spaces and are actually considered standard size in Chicago.

- Is there a commitment from a tenant? Mr. Stec responded that there were tenants initially, however, the entitlement process took longer than anticipated and those tenants were lost. Will have at least 25% of the building leased and intend to have 50% of building leased by the time construction.

Chair Lewis stated that a request for a continuance had been received and that if granted the hearing would be continued to the next scheduled Plan Commission meeting on January 9, 2019. Chair Lewis then opened up the public hearing to questions and comments from the Public. Questions included:

- Mr. Ben Shapiro asked what was the frequency and time of day for the traffic study. Special events could change demand and some delivery trucks may not fit through the alley as proposed. Mr. Corcharan stated that the study was done on March 14, 2018 from 8:00am to 6:00pm, looking at the existing lot and the Chicago Avenue parking garage. Deliveries were also considered with truck turning diagrams done for the library, the proposed building and firetrucks. Snow removal was mentioned with a suggestion that coordinated efforts be made if the development is approved.

- Ms. Chava Wu asked if 2-way traffic in the alley will remain. No changes are intended.

- Mr. Glen Madeja asked for clarification of items on the tree protection plan. Mr. Dennis Fogell stated that an arborist came out to the site and created a report for status of existing trees. He mentioned that there would be several trees that would be lost but those are intended to be replaced. Chair Lewis then raised a question regarding who would be responsible for tree root maintenance and damage. Commissioner Isaac stated that it is his understanding that it depends on where the tree comes out of the ground and if any portion is on more than one property, it is co-owned. Further information was requested.

- Ms. Sarah Schastok inquired about having a letter from the Evanston Fire Department included. Mr. Janicki provided a copy of the letter within the presentation. Ms. Schastok then asked how much involvement Northwestern University has had in review of the proposal with the McMannis Center being adjacent to the development. Alderman Fiske responded that she has reached out to adjacent neighbors of the site to provide information including Dave Davis of Northwestern University, some follow-up may be needed.
Ms. Andrea Vantek voiced general opposition to the proposed zoning change.

Ann Branning raised questions and concerns regarding when the library garage closes, if spaces will be reserved for building tenants and if that will affect the available parking spaces for the public, and whether or not the public spaces will be metered. Mr. Stec stated that charges for the public spaces would be determined by the City. Chair Lewis stated that there would seem to be implications for leasing spaces that need to be available for the public. Mr. Shapiro stated that the Library garage corresponds to Library operating hours.

Ms. Lucia Guridi asked what security measures are proposed within the garage. Mr. Janicki stated that there would likely have to be someone available in the garage at all times.

Ms. Janet Steidl pointed out that additional detail was needed in order to be consistent within various parts of the development plan and diagrams, especially as they relate to the alley. She requested that centerlines to be shown on all documents and added to drawings.

Commissioner Isaac made a motion to continue the public hearing to the January 9, 2019 Plan Commission meeting. Commissioner Dubin seconded the motion. A voice vote was taken and the motion was approved, 5-0.

Ayes: Draper, Goddard, Isaac, Pigozzi
Nays: Lewis

4. OTHER BUSINESS

There was no other business.

5. PUBLIC COMMENT

There was no public comment.

6. ADJOURNMENT

Commissioner Isaac made a motion to adjourn the meeting. Commissioner Goddard seconded the motion.

A voice vote was taken and the motion was approved by voice vote 5-0. The meeting was adjourned at 8:57 pm.

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