Zoning Board of Appeals  
Tuesday, October 15, 2019  
7:00 P.M.  
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle City Council Chambers

AGENDA

1. CALL TO ORDER / DECLARATION OF QUORUM

2. APPROVAL OF MEETING MINUTES from August 27, 2019.

3. NEW BUSINESS

A. 2503 Eastwood Ave./2510 Ashland Ave./1615 Lincoln St.  19ZMJV-0073
Saint Athanasius Parish, lessee, submits for a special use for, Education Institution – Private, and a special use for, Religious Institution, for Saint Athanasius School and Parish to expand off-street parking and construct a play area, in the R1 Single-Family Residential District (Zoning Code Section 6-8-2-4). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

B. 1570 Oak Ave./1555 Ridge Ave.  19ZMJV-0081
Oak Ridge Property Evanston LLC, property owner, applies for major zoning relief to lease 57 required off-street parking spaces in a lot more than 1,000 feet from the subject property, in the R6 General Residential District (Zoning Code Section 6-16-2-1. B.2). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

C. 1224 Oak Avenue  19ZMJV-0084
Donna Lee Floeter, architect, applies for major zoning relief to construct an attached garage, deck, and attic addition, in the R3 Two-Family Residential District and Ridge Historic District. The applicant requests a 3’ rear yard setback where 30’ is required (Zoning Code Section 6-8-4-7), a 3.2’ north interior side yard setback where 5’ is required (Zoning Code Section 6-8-4-7 (A) 3.), a 1’ south interior side yard setback for an accessory structure (deck) where 5’ is required (Zoning Code Sections 6-8-4-7 (C) 3. and 6-4-6-3), and building lot coverage of 51% where 45%

Order & Agenda Items are subject to change. Information about the ZBA is available at: http://www.cityofevanston.org/government/agendas-minutes/agendas-minutes---zoning-board-of-appeals/index.php

Questions can be directed to Melissa Klotz at mklotz@cityofevanston.org or 847-448-4311. The City of Evanston is committed to making all public meetings accessible to persons with disabilities. Any citizen needing mobility or communications access assistance should contact 847-448-4311 or 847-448-8064 (TTY) at least 48 hours in advance of the scheduled meeting so that accommodations can be made.

La ciudad de Evanston está obligada a hacer accesibles todas las reuniones públicas a las personas minusválidas o las quines no hablan inglés. Si usted necesita ayuda, favor de ponerse en contacto con la Oficina de Administración del Centro a 847/866-2916 (voz) o 847/448-8052 (TTY).
is required (Zoning Code Section 6-8-4-6). The Zoning Board of Appeals is the determining body for this case. (Continued to 11/19/19)

4. OTHER BUSINESS

5. DISCUSSION

6. ADJOURNMENT

The next Zoning Board of Appeals meeting is scheduled for Tuesday, November 19, 2019 at 7:00pm in James C. Lytle City Council Chambers of the Lorraine H. Morton Civic Center.
MEETING MINUTES
ZONING BOARD OF APPEALS
Tuesday, August 27, 2019
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Lisa Dziekan, Myrna Arevalo, Kiril Mirintchev, Violetta Cullen, Jill Zordan, Scott Gingold, Mary McAuley

Members Absent: none

Staff Present: Scott Mangum

Presiding Member: Violetta Cullen

Declaration of Quorum
With a quorum present, Vice Chair Cullen called the meeting to order at 7:07 p.m.

Minutes
Ms. McAuley motioned to approve the meeting minutes of July 16, 2019, which were seconded by Ms. Zordan and approved 4-0 with 3 abstentions.

Old Business
2211 Maple Ave. 19ZMJV-0054
Adam Wilmot, architect, applies for major zoning relief to construct a 4-story, 12 dwelling unit multiple family residence with off-site parking in the R5 General Residential District. The applicant requests a 40' lot width (existing) where 50' is required for multiple family residences (Zoning Code Section 6-8-7-5), and 12 dwelling units where 9 dwelling units are allowed including the Inclusionary Housing Bonus (Zoning Code Section 6-8-4-7). The Zoning Board of Appeals is the determining body for this case.

Mr. Mangum read the case into the record.

The attorney for the applicant, John Seminak, explained the changes to the proposal:
- Noted reduction to 4 stories and 12 units
- Ald. and surrounding property owners in support

Adam Wilmot, architect for the project explained the location and context, density, parking including electric vehicle charging, location of current garage renters, same landscaping, stormwater plan with underground tank, and similar building design.

In response to Chair Cullen, the covenant recorded for parking for tenants will also state that no off-street parking permits shall be issued to tenants by the City.

In response to Ms. McAuley, Paul Harb spoke with Ald. Rue Simmons and she is in support but he did not request another letter of support.
Mr. Mirintchev inquired about elevator type and the applicant responded the elevator is not yet specified but could be lower than shown with a 4-foot overrun.

Matt Dohrety, 2122A Maple, spoke in opposition, noting an increase in rentals and lack of enforcement by City.

Mark Beem, 2128 Maple, spoke in opposition, noting the proposal doesn’t meet standards.

Toni Ray, 1020 Grove, representing Joining Forces, spoke in support of additional affordable housing.

Mr. Paul Harb thanked ZBA and staff and believes concerns have been addressed.

Deliberation:

Mr. Gingold spoke in support of the process and that the developer has responded to the Board and neighbors. This is a unique property that has already changed in character. Mr. Gingold commended the developer for the changes.

Ms. McAuley stated agreement because of similar height and density with surrounding properties. The project will increase the tax base and improve property values.

Ms. Dziekan agreed and believes the development is appropriate in TOD area like this. Ms. Arevalo agreed the developers responded to comments. Ms. Zordan and Mr. Mirintchev spoke in agreement but Mr. Mirintchev believes there should be design improvements with openings and materials, and suggested reorienting units away from north to allow more light.

Chair Cullen also supports the project.

Standards:

1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes

Mr. Gingold motioned to approve the zoning relief, which was seconded by Ms. McAuley and unanimously approved with the conditions that the project be developed in substantial compliance with the documents and testimony on record and including the parking covenants.

New Business
Joshua W. Burton & Deborah S. Burton, property owners, appeal the Zoning Administrator’s decision to partially deny minor zoning relief (case number 19ZMNV-0045) to construct a tandem 2-car detached garage with 40.9% building lot coverage where 40% is allowed (Zoning Code Section 6-8-3-6), 55.7% impervious surface coverage where 55% is allowed (Zoning Code Section 6-8-3-9) a 1' west interior side yard setback where 3' is required (Zoning Code Section 6-4-6-2-E), and an 8' separation between the principal structure and accessory structure where 10’ is required (Zoning Code Section 6-4-6-2-C) in the R2 Single Family Residential District. The appellant was granted partial relief to either A. Construct a 1-car detached garage not to exceed 22’ in depth and a 1’ setback from the west interior side property line with the ability to maintain the existing driveway from the street, OR B. Construct a 2-car detached garage with building lot coverage of 40.9%, located at least 3’ from the west interior side property line with access from the alley and removal of the existing driveway from the street. The Zoning Board of Appeals is the determining body for this case.

Mr. Mangum read the case into the record.

Joshua Burton, applicant, explained the proposal:
- Described reasons for requests - current garage is too old and small (built in 1924).
- Driveway is needed for overnight visitor parking.
- Both vehicles need to fit into the garage because they have electric vehicle chargers
- One-car garage preferable option of those presented since the driveway could then remain.
- Garage currently used as a storage shed.

Ms. McAuley stated a feasible alternative offered so the Zoning Administrator was not incorrect in finding.

Mr. Mirintchev suggested the applicant could construct a one-car garage and an attached carport to reduce the bulk of the structure.

Deliberation:
Mr. Gingold believes the request is not the least deviation from the applicable regulations, and the Zoning Administrator’s decision is correct. Mr. Gingold stated in favor of one-car relief. Ms. McAuley agreed with Option A as identified by the Zoning Administrator.

Mr. Mirinchev and Ms. Zordan agreed with Option A.

Ms. Arevalo stated she agrees with the decision, and noted there could be other options that were not identified or discussed.

Standards (for Minor Variation):
1. Yes
Ms. Gingold motioned to affirm the decision of the Zoning Administrator to partially deny and partially approve the zoning relief by approving Option A for one-car garage, with Ms. Dziekan seconding, and unanimous approval with the following conditions:

1. Substantial compliance with the documents and testimony on record.

Lakeside Auto Rebuilders Inc., submits for major zoning relief to expand a legally nonconforming use and a legally nonconforming structure, Lakeside Auto Rebuilders, to construct a 580 sq. ft. one-story garage bay enclosure (Zoning Code Sections 6-6-4-4 & 6-6-4-5). The applicant requests to expand the legally nonconforming use for an Automobile Repair Service Establishment and an Automobile Body Repair Establishment where said uses are not eligible permitted or special uses in the R4 General Residential District (Zoning Code Sections 6-8-5-2 & 6-8-5-3) or an eligible Active Ground Floor Use in the oCSC Central Street Overlay District (Zoning Code Section 6-15-14-7). The applicant also requests the addition of zero parking spaces where one additional parking space is required due to the expansion, for a total of 21 on-site parking spaces where 28 parking spaces are required (Zoning Code Section 6-16-3-5- Table 16 B). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Mr. Mangum read the case into the record.

Chris Canning, applicant/attorney, explained the proposal:

- “Major Variations” are not considerable, continuation of existing business that is legally nonconforming is at issue.
- The business operates on an appointment basis to control parking on site.

Mr. Mangum explained staff and DAPR recommends additional landscaping bordering the front and street side yards of the property, especially at the southeast corner of the property.

The applicant explained employee parking is adjacent to the alley; additional cars are inside the building in repair bays; there is no need for 12 outside parking spaces (the lot is never completely filled); less landscaping is preferred.

Ms. Dziekan asked if the facility produces odors and fumes, and the applicant responded painting is done in the existing spray booth but there will be no additional fumes due to the expansion - that will only be used for estimating. The existing spray booth is in compliance with regulations but some odor does escape.

Mryna Arevalo noted the current site plan shows a total of 13 parking spaces where 11 are required so is a parking variation no longer requested? The applicant clarified the original site plan did not have any vehicle striping, but was requested by the DAPR Committee so once striping was added the updated site plan shows 13 parking spaces.
Board Members discussed the implications of re-striping the parking lot to compliantly show 12 parking spaces, which would mean a parking variation is not needed and the case for zoning relief should be renoticed with the ZBA as the final determining body.

Derek Blakely, 3110 Central St., stated he enjoys living across the street from the business because the business is run sensitively to the surrounding neighborhood and provides great service at reasonable prices. This business should be allowed to expand. The parking lot should not be striped because that would detract from blending into the surrounding neighborhood.

Mr. Mangum stated if the parking variation is no longer needed, testimony should be heard for neighbors who attended the meeting, but the case must be re-noticed with ZBA as the final determining body similar to what was done with 2211 Maple Ave.

Laura Mills, 2620 Lawndale Ave. directly behind the business, supports the proposal.

Mary Enda Tookey, 3106 Hartzell St., supports the proposal and is opposed to striping the lot which would not be aesthetically pleasing.

Charles Cross, 3106 Central St., stated the business is a nice neighbor and the building addition will decrease the activity outside. Mr. Cross is opposed to striping of the parking lot, which would look like a Walmart parking lot if striped. Also, the landscape barrier staff wants will not survive the salt and will end up looking worse.

Don Brown, 3108 Central St., agreed that the business is an excellent neighbor and the variations should be granted. The striping should not be done and additional landscaping will not survive. There are large landscape pots against the building that look nice.

Gerald Rolling, 3029 Central St., commends the business for its cleanliness and supports the variations requested.

Mr. Gingold suggested the ZBA vote on a recommendation for the case assuming the parking variation is correctly noticed and is needed, and that if staff determines the parking variation is incorrect and not needed, then the case can be re-noticed at that point, but if the parking variation is needed then the case is still on track as planned.

The applicant agreed and urged the Board to move forward as originally planned.

Deliberation:

Mr. Mangum clarified that based on additional information provided by staff, the updated site plan shows parking spaces that do not legally count as parking spaces since they are located in the required front yard and were not originally compliant parking spaces. Without those spaces counted, the applicant has 11 spaces where 12 are required and needs the parking variation.
Mr. Gingold asked the Board whether striping should be included in the recommendation or not, and Ms. McAuley stated it should not be required since the applicant and neighbor’s do not want it. The Board discussed whether additional landscaping should be required and whether it should be required along the entire street frontage or only at the corner.

The Board reviewed existing conditions listed in the previous governing ordinance.

Standards:

1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes

Mr. Gingold motioned to recommend approval of the proposal, which was seconded by Ms. Dziekan and unanimously recommended for approval with the conditions that the corner of the property be landscaped/beautified (but not all the way down Central St.), parking lot striping is not required, conditions from the 1987 variation as stated by DAPR are carried forward, and the project be done in substantial compliance with the documents and testimony on record.

1245 Hartrey Ave.

Becky Trisko & Meaghan Tower, potential lessees, submit for a special use for Daycare Center – Domestic Animal, and a special use for a Kennel, for Unleashed in Evanston, in the I2 General Industrial District (Zoning Code Section 6-14-3-3). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Mr. Mangum read the case into the record.

The applicant explained the proposal:

- Submitted Exhibit 1, a revised site plan that shows traffic circulation on the property.
- Existing business, Unleashed of Evanston, is at 1908 Greenwood St.
- Noted the entrance to the space is in the rear with the 2000 Dempster St. address, but it is the same property as 1245 Hartrey Ave.
- Operational details: training classes and daycare on weekdays and weekends, and overnight kennel boarding.
- Sound attenuating measures will be taken including a drop ceiling where the kennels are and extra soundproofing on the walls.
- Outdoor exercise area for the dogs in the rear and will have artificial turf.
- Entrance is in the rear near Temperance and there are dedicated parking spaces by the door for drop offs. Some customers will park and stay for an hour for training classes.
• Employees can park in the west Hartrey lot that is further away if necessary, but there should be enough parking near the entrance. The business shouldn’t ever need more than 12 parking spaces (6 for guests and 6 for employees).
• 40-45 daycare dogs; 75 dogs maximum at once including the kennel.
• Dog waste is put in a dumpster daily.

Ms. McAuley asked if the proposed space is contiguous to the ETHS classrooms, and property owner Reed Biedler explained there is a buffer area between the two spaces, which will likely be used for warehousing.

Ms. Dziekan stated she was on a 6 month waitlist for this use so there is definitely a market for it.

Mr. Beidler stated he has talked to the other tenants of the building about the proposal. Mr. Beidler explained there are 11 tenants in the building and over 300 parking spaces on site. A few parking spaces in front of each tenant doors are designated for drop offs, but the rest of the property does not feature dedicated parking for each specific business.

Karena Bierman, 1218 Hartrey Ave., stated concerns over access from Hartrey but was glad to hear the access and entry will be from Dempster St. near Temperance, odor of dog urine, other uses with children and other sensitive needs, consider speed bump on Hartrey Avenue.

Deliberation:

Ms. McAuley expressed support for the project and noted the property is zoned industrial.

Mr. Gingold agreed, with commitment to soundproof the area. Ms. Dziekan and Ms. Arevalo noted their support.

Mr. Mirinchev stated his support and noted speed bumps would be helpful. Mr. Mangum stated the speed bump issue is not within the purview of the ZBA and cannot be required.

Ms. Zordan stated her support and appreciates the considerations that have been made to adjacent users.

Standards:

1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes
8. Yes
Mr. Gingold motioned to recommend approval of the proposal, which was seconded by Ms. McAuley and unanimously recommended for approval with the conditions that the rooms are soundproofed as shown on site plan, and that the project be done in substantial compliance with the documents and testimony on record.

2412 Wade St. 19ZMJV-0071
Nathan Kipnis, architect, submits for major zoning relief to construct a new single family residence in the R2 Single Family Residential District. The applicant requests a 27.5' front yard setback (Wade St.) where 50' is required due to the block average (Zoning Code Section 6-4-19.5-b), and a detached accessory structure located closer to the street side yard (Leland Ave.) than the principal structure (Zoning Code Section 6-4-6-3). The Zoning Board of Appeals is the determining body for this case.

Dan Contreras, Kipnis Architecture, explained the proposal:
- Average setback for the corner lot excessively deep due to one of two other houses on the block
- Focus on sustainability
- Designing to be anchor of neighborhood
- Disagree with interpretation of accessory structure setback location
- Object to paying for sidewalk, not existence of sidewalk

Ana, property owner, stated that a FOIA response didn't indicate 50’ setback

Ms. Dziekan outlined letter from block club.

Mr. Contreras stated the soil conditions on the site are not good, resulting in shallower basement and increase height. The house location is further west to not impose on street. The building location to the north and garage to the south for solar benefits. Moving house east would split the lot.

Mr. Mangum confirmed the required street side setback is 15 feet.

Ms. Dziekan and Ms. McAuley stated that the cost of sidewalk is a burden on homeowner.

Mr. Contreras noted other properties with similar location of accessory structures.

Mr. Mangum confirmed the zoning ordinance requirement that the accessory structure is not to be located closer to the street than the primary structure and noted that an appeal of determination was not requested.

Mr. Gingold stated that the accessory structure variation was self-created.

Ross Joseph, 1740 Leland - echoed the WEABC letter and stated the need for public sidewalk on Leland to access park where his daughter has wheelchair needs.
Nicole Pinkard, 2415 Wade, expressed concerns with the west setback unneighborly, the orientation of the house with high fence, stated that the sidewalk needed for safety and that there are water issues in the area.

Christine Jones, 2416 Wade, expressed concern with height and location of house.

Kimberly Jones, 2416 Wade, expressed concern with shadow and impact on house.

Janet Alexander-Davis, 1726 Leland, noted many two-story georgian homes in the neighborhood and concern for the neighboring property.

Henry Trowers, 1805 Leland, stated there could be issues with lot and the City.

Melissa Klotz, 2411 Wade St., stated there is soil settling in the area, not everyone would like sidewalk on property, sidewalk on lot would be 1-foot from bedroom window and future cost of sidewalk would be a concern. The front setback variation does impact neighbor with the location of house proposed.

In response to Mr. Gongold's question where it is better to increase front yard or move to east, Ms. Klotz noted that it may be middle ground to minimize impact in approving front yard setback variation.

Ms. Jones warned of sinkholes.

Mr. Contreras stated that a soil survey was conducted and grading and drainage plans submitted to show drainage not impacting neighbor.

After conferring with the property owner, Mr. Contreras stated that they are willing to provide a 10-foot interior side setback.

Mr. Mirinchev and Ms. McAuley agreed that a 10-foot setback was an improvement and a reasonable compromise.

Ms. Arevalo doesn’t believe a resident should be required to pay for sidewalk.

Ms. Pinkard stated that a sidewalk is needed and the location of the proposed house is not aligned with others.

Mr. Contreras stated that the house to the south is more aligned with garage and aligned with neighboring house to west.

**Deliberation:**
Mr. Gingold expressed that he could approve with 10’ side setback, but doesn’t think City should require to pay for sidewalk.
Mr. Mirinchev and Chair Cullen agree that the sidewalk should not be the responsibility of the homeowner.

Standards

1. Yes, with 10' setback condition to mitigate impact on neighbor
2. Yes, with 10' setback condition to mitigate location of garage
3. Yes
4. Yes
5. Yes
6. Yes, with 10' setback garage is acceptable
7. Yes, with consideration of moving principle structure to lessen deviation

Mr. Gingold motioned to grant the variations the project, which was seconded by Ms. McAuley and unanimously approved with the conditions that the principal structure be located no closer than 10' from the west property line and that garage may not encroach any further to the east but could be built closer to the west, the property owner not responsible for construction of sidewalks, and that the project be developed in substantial compliance with the documents and testimony on record.

The meeting adjourned at 11:40 pm.
2503 Eastwood Ave./2510 Ashland Ave./1615 Lincoln St.

19ZMJV-0073

ZBA Recommending Body
Memorandum

To: Members of the Zoning Board of Appeals

From: Johanna Leonard, Community Development Director
       Scott Mangum, Planning and Zoning Manager
       Melissa Klotz, Zoning Administrator
       Cade W. Sterling, Planner I

Subject: 2503 Eastwood Ave./2510 Ashland Ave./1615 Lincoln Street
          ZBA 19ZMJV-0073
          ZBA Recommending Body
          City Council Determining Body

Date: October 11, 2019

Notice – Published in the August 29, 2019 Evanston Review:
Saint Athanasius Parish, lessee, submits for a Special Use for, Education Institution –
Private, and a Special Use for, Religious Institution, for Saint Athanasius School and
Parish to expand off-street parking and construct a play area, in the R1 Single-Family
Residential District (Zoning Code Section 6-8-2-4). The Zoning Board of Appeals makes
a recommendation to City Council, the determining body for this case.

Update
Since submittal of the special use application, and after the September 11 DAPR
meeting and determination, staff has received additional information.

1. The applicant has decided to remove the proposed play area on 2503 Eastwood.
2. Additional information was received regarding circulation and the existing and
   proposed parking configuration (attached).
3. Renderings of the proposed landscape screening along Eastwood Avenue were
   provided (attached).
4. Public Works staff, Alderman Revelle, and the Planning and Zoning Manager
   participated in an on-site meeting with Saint A’s staff. During this meeting, Saint
   A’s staff agreed to significant physical and operational changes which would
   create more efficient circulation, and provide a safer play area for children in the
   extant north parking lot. Public Works has provided a memo outlining these
   specific changes, and supports the project conditional on their implementation
   (attached).
Recommendation
City Staff recommends approval, with conditions, for the Saint Athanasius School and Parish request for a Special Use permit to include the property at 2503 Eastwood Avenue and expand off-street parking. City staff believes the proposal meets the Standards for Special Use. Specifically, although the continued expansion of institutional land use has caused a negative cumulative effect on the surrounding neighborhood, evidenced by continued erosion of the residential fabric fronting the east side of Eastwood Avenue, the proposal is an improvement to current conditions at 2503 Eastwood, providing an adequately screened parking area and facilitating safer conditions for the north play area.

Furthermore, City Staff defers to the Public Works Agency’s determination that the proposal adequately mitigates adverse effects related to extant traffic congestion and circulation on the campus and public alley. Staff recommends that Saint Athanasius continue to work closely with the Public Works Agency and Planning and Zoning Division to monitor circulation conditions, in order to mitigate any unforeseen adverse effects of traffic and congestion on the surrounding neighborhood.

The recommendation for approval is contingent on the following conditions:

1. Implement a ticketing and towing program, including adequate signage, to eliminate non-authorized vehicles in the north parking area and remove all vehicles from the south-half of the north parking area during school hours.
2. Implement painted cross-hatching per the provided plan for the two areas of the south leg of the alley that are adjacent to residential garages.
3. Assign a Saint A’s staff member to direct traffic during school drop-off and pick-up times, to ensure blocking of garages does not occur.
4. Implement frontage improvements along the Eastwood Avenue Frontage from the north lot line of 2519 Eastwood running south to the south lot line of 2511 Eastwood Avenue. Improvements to minimally include more substantial plant material in the existing lawn space between the parking lot and sidewalk, and improving the appearance of the existing fence.

Site Background
2503 Eastwood Avenue is located on the east side of Eastwood Avenue between Central Street to the north and Lincoln Street to the south, in the R1 Single Family Residential District. 2503 Eastwood is adjacent to eight existing parcels which comprise the Saint Athanasius School and Parish campus. The campus is bisected and served by a public alley. The campus is immediately surrounded by the following zoning districts:

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Proposal
The applicant currently operates a legally nonconforming Religious Institution, and
Education Institution – Private, for Saint Athanasius School and Parish. The Zoning Ordinance defines Education Institution - Private as:

A privately owned preschool, elementary school, middle school, or high school.

The Zoning Ordinance defines Religious Institution as:

A church, synagogue, temple, meetinghouse, mosque, or other place of religious worship, including any accessory use or structure, such as a school, daycare center, or dwelling.

The applicant proposes to formally include 2503 Eastwood Avenue, which has been owned by the Catholic Bishop of Chicago and used partially for parking, in their campus, increasing the subject property’s number of parking spaces from 14 to 22. Additionally, a playground adjacent to the alley on the neighboring parcel to the east, (2510 Ashland Avenue) will be removed to accommodate an additional four parking spaces and provide the required number of accessible spaces.

The demand and challenges associated with parking is consistent with most neighborhood schools, although the campus experiences unique challenges due to use of the alley as the primary stacking for drop-off and pick-up. The peak periods for the school occur during weekday drop-offs between 8 and 8:30 am, and more predominantly during after school pick-up, when more severe congestion is experienced. Stacking and loading primarily utilize the public-alley, often causing significant congestion and conflict points for vehicles and pedestrians, as well as alley-facing garages. The Parish’s peak periods occur during weekend Mass services and other large events such as weddings. Parking challenges for the campus are most acute when the Parish and school uses overlap on weekday mornings when Mass is offered during the peak drop-off time for the school. This causes loading and congestion issues, not only for the school and Parish, but the surrounding neighborhood at large as it intersects with commuting times for many households. Neighbors who utilize the alley are often faced with significant delays due to its use as a loading zone and parking queue.

The existing parking is proposed to be expanded and the layout of parking spaces altered to improve ingress/egress during peak periods as well as improve safety for students and congregants by minimizing conflict points between pedestrians and cars. In total, a net increase of 12 spaces will be provided on the campus. Staff parking in the main lot to the northwest will move to the expanded south parking area at 2503 Eastwood. The spaces in the main parking lot will thereafter be dedicated for temporary parking during peak-periods. During school hours, the proposal would allow the south-half of the main parking lot to be used as a flexible play space with no conflicts between vehicles and children. The main parking area is often less than 25% occupied except during large events and when the lot is leased for Northwestern football games on weekends.
Proposed Site Plan for 2503 Eastwood Avenue

Proposed Site Plan for 2519-2511 Eastwood Avenue
In addition to the proposed parking expansion, the applicant proposes relocating the garbage enclosure to a more efficient and accessible location. A full operations summary and circulation plan has been provided by the applicant (attached).

City Staff has received correspondence from neighboring property owners (attached).

**Ordinances Identified for Requested Relief:**

6-8-2-4. - Special Uses: The following uses may be allowed in the R1 Single Family Residential District, subject to the provisions set forth in Section 6-3-5, “Special Uses,” of this Title:

- Education institution—Private; Religious Institution (among other listed uses)

**Comprehensive Plan:**

The Evanston Comprehensive General Plan encourages enhancing the existing assets of neighborhoods while recognizing that each neighborhood contributes to the overall social and economic quality of Evanston. The Comprehensive Plan specifically includes:

- **Objective:** Recognize the benefits of mixing residential, commercial, and institutional uses in neighborhoods.
- **Policy:** Minimize the adverse effects of such circumstances as traffic and parking congestion…

- **Objective:** Assure that institutional development enhances surrounding neighborhoods as well as the economic development of Evanston.
- **Policy:** Monitor institutional development and evolution using land use regulations to guide effects and limit negative impacts on the surrounding community and adjoining land uses.

**Design and Project Review (DAPR) Discussion and Recommendation:**

On September 4, 2019 DAPR members required additional information from the applicant regarding circulation and the proposed landscape treatment along Eastwood Avenue. Staff had significant concerns with continued expansion of the institutional land use, as well as the burden being placed on the public alley, which is being used as a primary means of loading and unloading. During the meeting, two residents spoke in opposition of the proposal expressing concerns with traffic congestion, the proposed play area, the condition of the existing lot, previous demolition of two single-family residences, and leasing of the parking areas to provide parking and tailgating during Northwestern events. Residents expressed concerns that their property values have been diminished and will further diminish if the proposal is permitted. The proposal was held in Committee to allow for updated and additional documentation.

On September 11, 2019 the applicant returned to Committee to provide supplemental information, including an existing and proposed circulation plan, renderings of the
proposed landscape screening, and a revised site plan with the future play area removed and shown as turf grass. Although the Committee found the desire to create a more efficient play space in the existing parking lot admirable, significant concerns with the proposed circulation and traffic congestion remained. The Committee applauded the design of the parking area in isolation, as well-screened, sufficiently setback from the street, and development with a minimal amount of impervious surface, but felt the proposal would likely make the circulation and traffic issues facing the campus and surrounding neighborhood more acute. The applicant was encouraged to undertake a planning study and provide a master plan for the entire campus to identify how it could be designed more efficiently and enhance the character of the neighborhood, including the frontage along Eastwood Avenue which has eroded significantly in the last decade. Testimony from three neighbors was heard, all of which were in opposition to the proposal.

The Committee voted 8-1 to recommend denial to the Zoning Board of Appeals.

**Special Use Standards:**

For the ZBA to recommend that City Council grant a special use, the ZBA must find that the proposed special use:

a) **Is one of the listed special uses for the zoning district in which the property lies:** Standard met: *Education institution—Private, and Religious Institution* are allowed under the special use section for the R1 Single-Family Residential District. The expansion of parking would be accessory to these uses.

b) **Complies with the purposes and the policies of the Comprehensive General Plan and the Zoning ordinance:** Standard met: The use is compliant with the Zoning ordinance. Additionally, the proposed use complies with the policies of the Comprehensive General Plan. Specifically, the improved landscaped frontage along 2503 Eastwood Avenue, and additional frontage improvements from 2519 Eastwood to 2511 Eastwood Avenue, demonstrate an improvement to extant neighborhood conditions. Additionally, the adverse effects related to traffic circulation and congestion are believed to be adequately minimized based on implementation of the conditions provided by the Public Works Agency.

c) **Does not cause a negative cumulative effect in combination with existing special uses or as a category of land use:** Standard met: The cumulative effect of continued expansion of an institutional land-use has eroded the residential fabric of the neighborhood, particularly the frontage along Eastwood Avenue between Lincoln Street to the south and the alley north of Harrison Street. However, the proposal, with the above mentioned conditions met, reflects an improvement to the existing neighborhood condition.
d) **Does not interfere with or diminish the value of property in the neighborhood:**
Standard met: Although it is likely that previous demolition of two residential structures on either side of 2507 Eastwood Avenue significantly reduced its property value, the proposed parking lot expansion and associated landscape screening in question is unlikely to cause further depreciation.

e) **Is adequately served by public facilities and services:** Standard met: The campus is adequately served with public facilities and services.

f) **Does not cause undue traffic congestion:** Standard met: It has been adequately demonstrated how the significant and persisting adverse effects of congestion and traffic on the neighborhood are being mitigated and lessened by the proposal.

g) **Preserves significant historical and architectural resources:** N/A

h) **Preserves significant natural and environmental resources:** N/A

i) **Complies with all other applicable regulations:** Standard met: The project complies with all other applicable regulations to move forward with the special use process.

Attachments
Special Use Application – July 22, 2019
Operations Summary
Plat of Survey
Site Plans and Renderings
Parking and Circulation Plan
Public Works Agency Memo – October 10, 2019
Image of Property
Aerial View of Property
Zoning Map of Property
DAPR Meeting Minutes Excerpt – September 4; September 11, 2019
Public Comments received as of October 11, 2019.
1. PROPERTY

Address: 2503 Eastwood Avenue
Permanent Identification Number(s):
PIN 1: 10-12-203-014-0000 PIN 2: 10-12-203-017-0000
(Note: An accurate plat of survey for all properties that are subject to this application must be submitted with the application.)

2. APPLICANT

Name: St. Athanasius Parish
Organization:
Address: 1615 Lincoln ST
City, State, Zip: Chicago IL 60620
Phone: Work: 847-938-1420 Home: 
Fax: Work: Home: 
E-mail: businessoffice@smintasparish.org

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

3. PROPERTY OWNER(S) (required if different from applicant. All property owners must be listed and must sign below.)

Name(s) or Organization: Catholic Bishop of Chicago Corporation Sole
Address: 835 N. Rush St
City, State, Zip: Chicago IL 60611-2030
Phone: Work: 312-534-2100 Home: 
Fax: Work: Home:
E-mail: Gdotrick@archchicago.org

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

[Signature] [Signature] 

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

4. SIGNATURE

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

[Signature] [Signature] 

Applicant Signature -- REQUIRED
5. REQUIRED DOCUMENTS AND MATERIALS

The following are required to be submitted with this application:

☐ (This) Completed and Signed Application Form
☐ Plat of Survey Date of Survey: 8/17/2007
☐ Project Site Plan Date of Drawings: 7/19/2019
☐ Plan or Graphic Drawings of Proposal (If needed, see notes) Site Coverage Analysis Exhibit
☐ Non-Compliant Zoning Analysis Initial Concept Plan Submittal on 6/27/2019
☐ Proof of Ownership Document Submitted: Staff Review Meeting on 7/1/2019
☐ Application Fee Amount $ 660.00

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

Plat of Survey

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

Site Plan

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

Plan or Graphic Drawings of Proposal

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

Proof of Ownership

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

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

Non-Compliant Zoning Analysis

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

Application Fee

The application fee depends on your zoning district (see zoning fees). Acceptable forms of payment are: Cash, Check, or Credit Card.
A. Briefly describe the proposed Special Use:

The proposed project would provide a modest expansion of the existing Parish Staff parking lot at 2503 Eastwood – from 14 to roughly 26 spaces. The new parking configuration would bring the lot into conformance with the City's parking design guidelines. In addition, other basic site enhancements are proposed including improved landscaping and a new waste refuse/dumpster enclosure constructed of wood fencing (6' max height) to better screen the existing service areas located adjacent to the public alleyway and to the immediate east of the subject property (see attached 2503 Eastwood Enhancement Plan). These changes would require a 0.9% increase in the Parish's total impervious surface coverage.

APPLICANT QUESTIONS

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

Yes, based on input from Staff received during a preliminary plan review meeting on July 1st, 2019 the proposed parking expansion is considered an accessory use for St. Athanasius Parish (Education Institution – Private & Religious Institution) located within an R-1 Single-Family Residential District. See Zoning Ordinance Section 6-8-2-4. - SPECIAL USES

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

No. The central purpose of the proposed parking expansion is to move additional staff parking spaces out of the primary lot, thereby helping to reduce conflicts and congestion during peak periods. In addition, the proposed landscaping and service area screening will improve aesthetic conditions to the direct benefit of neighboring properties.

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

Yes. The proposed parking configuration would allow for efficient site ingress/egress through existing public alleyways. Storm sewer drains were installed on-site following the demolition of the prior residence at 2503 Eastwood, and should provide sufficient stormwater catchment for the expanded pavement (<1% overall increase in impervious surface). Finally, the location and orientation of the proposed dumpster enclosure will aid in efficient servicing by waste disposal contractors.
d) Will the requested special use cause undue traffic congestion?

No. As noted above, the parking lot expansion is intended to help reduce parking lot congestion and allow for more efficient on-site stacking of vehicles during peak drop-off/pick-up periods. No other changes to site ingress/egress, nor any additional curb cuts are proposed.

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

There will be no negative impacts on the area's historical and architectural resources – including the Parish buildings themselves. Proposed landscaping will allow for improved neighborhood conditions and character. The wood fence proposed as part of the new dumpster enclosure would also match or complement the existing privacy fencing located along the rear lot lines of neighboring properties.

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

Yes, and proposed landscaping enhancements will improve frontage conditions along Eastwood Avenue.

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

Beyond the determination that the proposed parking expansion is an accessory use, the only variance requested is to increase the campus's overall impervious surface total by 1,074 square (+0.9%), which exceeds the permitted R-1 maximum lot coverage of 45% (see attached Site Coverage Analysis Exhibit). The Parish's existing impervious surface coverage is 60.9%, owing to the unique nature of the use. The proposed parking lot expansion meets all other design standards and setback requirements.

It should also be noted that the proposed plan for 2503 Eastwood would conform with R-1 lot coverage requirements if considered separately from the main Parish campus (38.7% proposed impervious surface coverage on 2503 Eastwood).
The Evanston City Code, Title 1, Chapter 18, requires any persons or entities who request the City Council to grant zoning amendments, variations, or special uses, including planned developments, to make the following disclosures of information. The applicant is responsible for keeping the disclosure information current until the City Council has taken action on the application. For all hearings, this information is used to avoid conflicts of interest on the part of decision-makers.

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

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

   [Address]

   [Name]

   [Title]

   [Contact Information]

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

   [Address]

   [Name]

   [Title]

   [Contact Information]

4. List the name, address, phone, fax, and any other contact information of person or entity having constructive control of the subject property. Same as number above, or indicated below.
If Applicant or Proposed Land User is a Corporation

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

a. Names and addresses of all officers and directors.

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

If Applicant or Proposed Land User is not a Corporation

Name, address, percentage of interest, and relationship to applicant, of each partner, associate, person holding a beneficial interest, or other person having an interest in the entity applying, or in whose interest one is applying, for the zoning relief.
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Subtotal for Acct. 100.21.2105.53695 660.00

Payment Date: 7/23/19  
Paid By: SAINT ATHANASIUS PARISH  
Ref #: 53005  
Comment: 

Cashier: MGRIFFITH  
Payment Method: Check

Total Receipt Payment 660.00
Operations Summary – Saint Athanasius Parish  

August 30, 2019

Saint Athanasius Parish formally located at 1615 Lincoln Street in Evanston, includes both educational and religious uses within their Campus in north Evanston. Within the immediate vicinity of the Parish are a number of other local and regional institutions – including two District 65 schools, Northwestern University’s Ryan Field, Evanston Hospital, and the Central Street Metra Station and its associated commuter parking lot. In light of these considerations, the Parish is proposing modest site improvements to its secondary parking to help alleviate parking congestion during peak periods while also improving the safety of students and congregants. An outline of standard operations for both Parish and School are outlined below:

Saint Athanasius Parish
The Parish offers both Mass and other religious services at a range of times throughout the week, in addition to other services, events, and meetings related to the operations of the Parish and its mission. The Parish also supports the members of its congregation with other services throughout the year such as funerals, quinceaneras, weddings, and Christenings.

Regular Mass services occur at 8 am on Mondays, Tuesdays, and Thursdays; and at 8:30 am on Wednesdays. Weekend services include 5 pm Mass on Saturdays, and on Sundays at 8 am, 9:30 am, and 11:30 am. In addition, the Parish holds Communion Services on Fridays at 8 am, and Eucharistic Adoration on Mondays from 1 to 9 pm.

Saint Athanasius School
The associated school provides educational services for students ranging from Pre-K through 8th Grade, including both half-day and full-day early childhood programs, as well as before and after school care programs. In addition, the school offers a diverse array of co-curricular activities including visual and performing arts programs, athletics, and faith and community service programs. Day camp programs are also typical hosted during the summer months.

The 2019-2020 school enrollment level is currently set at 212, however school enrollment can fluctuate considerably from year to year. At present, the Parish and School have a combined total of roughly 54 regular staff members – including administrative & operational staff, educators, and services & program staff. This does not include seasonal or non-permanent staff (i.e. coaches), volunteers, or regular visitors, which fluctuate throughout the year. The School’s standard operating times are as follows:

School Day
Monday, Tuesday, Thursday, Friday — 8:35 AM - 3:25 PM
Wednesday — 8:15 AM - 2:20 PM

Before School Extended Day Care
Monday - Friday — 7:30 AM - 8:25 AM

After School Extended Day Care
Monday - Thursday – until 6 PM
Friday – until 5 PM
Parking Operations Summary

Parking operations and demand at Saint Athanasius Parish is consistent with standard operating procedures for a site with both religious and educational uses. For school operations this includes a main peak period during weekday drop-offs between 8 – 8:30 am, as well as during after school pick-up activities, which last roughly 30 minutes and can range in time throughout the week. The Parish’s peak periods of use are during weekend Mass services, and during larger, irregularly scheduled services such as weddings and quinceaneras when demand for parking can be quite high as well. The main Parish lot is also used throughout the year for major school events, and occasionally as overflow parking for events within the surrounding community. While the main lot is intended for private use and has No Parking signage posted, the Parish has historically not enforced the use of the lot by residents of neighboring buildings who frequently park there throughout the week.

Notably, Parish and School operations overlap the most intensely during weekday mornings when Mass is offered, leading to acute parking and loading issues during these times and in the periods immediately before and after. This is also the same period of time when many neighboring residents are leaving for work and other area schools and institutions are experiencing high traffic volumes as well, further compounding congestion during this time.

Parking Locations (see Parking Plan Exhibit for reference)

At present, the vast majority of the Parish’s parking is consolidated in the main parking lot (2511 – 2519 Eastwood Ave.) on the northwest side of the collective campus, which has 58 striped, angled-parking stalls. However, once the peak drop-off period has ended, access to the main lot is restricted and the center parking aisles are blocked to provide students with a flexible play space. This activity results in a daily reduction of roughly 30 spaces (and requires vehicles to remain in place from roughly 8:30am to 5pm) – a significant constraint on overall access and convenience for both Staff and visitors alike.

A secondary parking lot is located in the southwest corner of the Parish campus (2503 Eastwood – Subject Property) that has 14 striped, head-in spaces. One (1) space is reserved for ADA use to the immediate east of the secondary lot, however this space is adjacent to the Parish’s waste receptacles and storage garage. Overflow parking space for roughly six (6) cars is also provided along the west/southwest portions of the main school building, though these are not formally identified nor available for regular public use. There is a second ADA parking space in this location too. In total, the Parish has roughly 80 existing parking spaces, which are shared amongst all uses, users, and visitors.

All parking areas are loaded off public alleys accessed from Eastwood Avenue and a north-south alley that bisects the Parish Campus. School drop-off activities are managed by directing cars through the network of public alleys and narrow one-way access lanes into the main parking lot, which allows for considerable stacking and relieves some back up from the surrounding public streets and alleys.

Proposed Changes

As noted in the Parish’s Special Use Application, the Parish is requesting a modest expansion and reorganization of the secondary parking lot at 2503 Eastwood. The central purpose of this proposal is to
help alleviate pressure on the main lot during peak-periods and allow for more flexible Staff and Visitor parking throughout the day; while also improving safety for school children who use the main parking lot throughout the day for outdoor play activities. The new plan also allows for a more efficient ingress/egress of the secondary lot, while also bringing it into conformance with the City’s parking design guidelines.

Four additional spaces have been proposed to the immediate east of the secondary lot. The intent of these spaces is to provide adequate ADA parking (four spaces proposed in total – confirming with code). Altogether, the proposed plan would provide a net increase of 12 spaces on the Saint Athanasius Parish Campus.

**Other Site Improvements**
Along with the basic parking lot improvements, the Parish is also looking to install a new wood fence enclosure surrounding the existing refuse containers. The proposed enclosure would be designed to match the wood fencing in place along neighboring properties and would meet the City’s design standards and guidelines as appropriate. The current conditions in this area are shown below.
An on-site meeting was held at St. Athanasius on October 7, 2019. Attendees included
- Lara Biggs, City Engineer
- Rajeev Dahal, Senior Project Manager / Traffic Engineer
- Alderman Eleanor Revelle
- Paul Harvey, St. Athanasius Parish
- Mike Kritzman, The Lakota Group

A discussion about the goal of improving the children’s play area located in the north parking lot, and how to improve the queueing impacts to the adjacent residents. In that discussion, St. Athanasius agreed to the following additional improvements, which were not part of the discussion at Design and Plan Review committee on 9/11/19:

1. Implementing a ticketing/towing program to limit the number of cars parked in their lot. Combined with moving some cars to the new proposed south parking area, this frees up the south half of the north parking lot to utilized as a car-free play area during school hours. Basketball and other play features (such as four-square courts) can then be installed. This is a substantial safety improvement for the school operations.

2. Widening the south leg of the alley by two feet to make it safer for two-way traffic.

3. Cross-hatching the two areas of the south leg of the alley that are adjacent to neighbor’s garages to discourage blocking of the garages by queued cars at school pick-up time

4. If blocking of the garages is still occurring, sending a St. Athanasius staff member to direct traffic to not block garages during school pick-up time.

5. If residents are unable to pull out of the garages with the widened alley, cross-hatching the parking spaces opposite the garages to make it easier for navigation.

Based on the substantial improvement to children’s safety during outdoor play time and the commitment to both infrastructure and operations improvements to reduce the impact on the neighbors during school pick-up time, engineering staff is recommending approval for these improvements.
South and west areas of main parking lot to be restricted to vehicles during weekday school hours.

Basketball and other court game striping also recommended in these areas to further emphasize use as a daytime play space. Specific size and location of court game striping to be determined.
**Existing**

View from Eastwood Avenue, looking east

**Proposed**

View from Eastwood Avenue, looking east

**PLANTING PLAN HIGHLIGHTS**

A. Eastern Redbud and/or Flowering Crabapple  
B. Fairview Juniper  
C. Bloomerang Lilac  
D. Oak Leaf Hydrangea and/or Little Lime Hydrangea  
E. Maiden Grass and/or Karl Foerster Ornamental Grass  
F. Lilyturf Groundcover
2503 Eastwood Frontage / Alley Conditions

Existing

View from Eastwood Avenue, looking east

Proposed

View from Eastwood Avenue, looking east

PLANTING PLAN HIGHLIGHTS

A. Eastern Redbud and/or Flowering Crabapple
B. Fairview Juniper
C. Bloomerang Lilac
D. Oak Leaf Hydrangea and/or Little Lime Hydrangea
E. Maiden Grass and/or Karl Foerster Ornamental Grass
F. Lilyturf Groundcover

ST. ATHANASIUS CAMPUS PLANNING

2503 EASTWOOD FRONTAGE ENHANCEMENTS

PREPARED FOR:
ST. ATHANASIUS PARISH

EVANSTON, ILLINOIS

SEPTEMBER 09, 2019
PEAK PERIOD DROP-OFF LINE
Active loading for peak period drop-off / pick-up activities. One-way loop running from Eastwood Avenue through southern alley, circulating north to-and around-north parking lot. Vehicles then exit via northern alley between Eastwood and Ashland Avenues.
Drop-Off: 8:15 – 8:30 am (M Tu Th F) 8:00 – 8:15 am (W)
Pick-Up: 3:15 – 3:30 pm (M Tu Th F) 2:00 – 2:30 pm (W)
Roughly 30 to 40 vehicles each period

MAIN CONFLICT POINTS
Neighboring Garages & Access Drives
Access to three (3) neighboring garages, and nearby access drives can be impacted during peak periods.
Staff Parking / Active Play Zones
Conflicts exist between students playing in active zones and vehicular access to northern parking lot by faculty & visitors.

PARISH CIRCULATION PLAN
ST. ATHANASIUS PARISH
EVALEVANT, ILLINOIS
SEPTEMBER 09, 2019

PARISH STAFF / FACULTY PARKING
Faculty parking provided in portions of north lot, and in 2503 Eastwood lot (14 spaces). Vehicular access in/out of north lot generally restricted between 8:40am and 3pm (Wednesday from 8:30am – 2pm).
Arrival: by 8:00 am (M Tu Th F) 7:45 am (W)
Departure: typically after 4pm (varies)
Roughly 30 to 40 vehicles daily

PEAK PERIOD SHORT-TERM PARKING
North parking lot and surrounding public streets used for short-term parking (~10-15 minutes) during peak periods by families walking students in/out of school. Spaces generally restricted between 8:40am and 3pm (Wednesday from 8:30am to 2pm), with some on-street parking restricted from 10am to 4pm.
Drop-Off: 8:15 – 8:30 am (M Tu Th F) 8:00 – 8:15 am (W)
Pick-Up: 3:15 – 3:30 pm (M Tu Th F) 2:00 – 2:30 pm (W)
Roughly 30 to 40 vehicles daily

ACTIVE STUDENT AREAS
Paved parking areas used for outdoor recreation between 8:40 am – 3:00 pm (M Tu Th F); 8:30 am – 2:00 pm (W).
Peak period student loading only
No parking during school day or peak periods

**PARISH STAFF / FACULTY PARKING**
Faculty parking primarily located in 2503 Eastwood lot (26 spaces). Vehicle access in/out of north lot generally restricted between 8:40am and 3pm (Wednesday from 8:30am – 2pm).

**PEAK PERIOD SHORT-TERM PARKING**
North parking lot and surrounding public streets used for short-term parking (~10-15 minutes) during peak periods by families walking students in/out of school. Spaces generally restricted between 8:40am and 3pm (Wednesday from 8:30am to 2pm), with some on-street parking restricted from 10am to 4pm.

**PEAK PERIOD DROP-OFF LINE**
Active loading for peak period drop-off / pick-up activities. One-way loop running from Eastwood Avenue through southern alley, circulating north to-and around-north parking lot. Vehicles then exit via northern alley between Eastwood and Ashland Avenues.

**MAIN CONFLICT POINTS**
- Neighboring Garages & Access Drives
  Access to three (3) neighboring garages, and nearby access drives can be impacted during peak periods.
- Staff Parking / Active Play Zones
  Fewer conflicts between students playing in active zones and vehicular access to northern lot by faculty & visitors.

**ACTIVE STUDENT AREAS**
Paved parking areas used for outdoor recreation between 8:40am – 3:00pm (M Tu Th F); 8:30am – 2:00pm (W).

- **Drop-Off:**
  - 8:15 – 8:30 am (M Tu Th F)
  - 8:00 – 8:15 am (W)
- **Pick-Up:**
  - 3:15 – 3:30 pm (M Tu Th F)
  - 2:00 – 2:30 pm (W)

Roughly 30 to 40 vehicles each period
City of Evanston  
ZONING ANALYSIS REVIEW SHEET

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**Purpose:** Zoning Analysis without Bld Permit App  
**District:** R1  
**Overlay:**  
**Preservation District:**

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

**ANALYSIS BASED ON:**
- Plans Dated: AUGUST, 2019
- Prepared By: The Lakota Group
- Survey Dated: NA

**Proposal Description:** EXPAND PARKING AND PLAY AREA

### ZONING ANALYSIS

#### RESIDENTIAL DISTRICT CALCULATIONS

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#### PRINCIPAL USE AND STRUCTURE

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**Comments:** Compliant with special use

**Minimum Lot Area (SF):** 114164

**Comments:** Campus as one zoning lot

**Building Lot Coverage (SF) (defined, including subtractions, additions):** 40194, 35.20%  

**Impervious Surface Coverage (1SF, %):** 79773, 69.75%

**Comments:** Reduces the degree of legal nonconformity

**Front Yard(1) (FT):** 19

**Direction:** ASHLAND

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**Page 1**
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</thead>
<tbody>
<tr>
<td>Direction: S</td>
<td>15'</td>
<td>40</td>
<td>40</td>
<td>No Change</td>
</tr>
<tr>
<td>Street: LINCOLN</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
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<table>
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<tr>
<th>Interior Side Yard(1) (FT)</th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
</tr>
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<tbody>
<tr>
<td>Direction: N</td>
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<td>6</td>
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<tr>
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</table>

<table>
<thead>
<tr>
<th>Rear Yard (FT)</th>
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<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direction: W</td>
<td>30</td>
<td>12</td>
<td>12</td>
<td>No Change</td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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**ACCESSORY USE AND STRUCTURE**

<table>
<thead>
<tr>
<th>Use (1)</th>
<th>Standard</th>
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<th>Determination</th>
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</thead>
<tbody>
<tr>
<td>Permitted Districts: RSD/IN-RSD</td>
<td>None</td>
<td>Other</td>
<td></td>
<td>Compliant</td>
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</tbody>
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| Comments: Fenced Garbage Enclosure/Storage Area

| Permitted Required Yard: | Rear Yard | | | Compliant |
| Comments: | | | | |

<table>
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<tr>
<th>Interior Side Yard(1) (FT)</th>
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<th>Existing</th>
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<th>Determination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direction: S</td>
<td>0'</td>
<td>NA</td>
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<tr>
<td>Comments: SOUTH REAR YARD LOT LINE</td>
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**PARKING REQUIREMENTS**

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<thead>
<tr>
<th>Use(1): Educational Institution (K-9)</th>
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<th>Determination</th>
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<tbody>
<tr>
<td>1 per 3 faculty members and other full-time staff.</td>
<td>Not Defined</td>
<td>Not Defined</td>
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| Comments: 18 Required

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<tr>
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<th>Determination</th>
</tr>
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<tbody>
<tr>
<td>1 per 10 seats of main auditorium, assembly hall, or sanctuary (Table 16-B).</td>
<td>Not Defined</td>
<td>Not Defined</td>
<td></td>
<td>Compliant</td>
</tr>
</tbody>
</table>
| Comments: 72 Req. (~50 Pews, 12/Pew)

<table>
<thead>
<tr>
<th>Use(3):</th>
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</thead>
<tbody>
<tr>
<td>Comments:</td>
<td></td>
</tr>
<tr>
<td>Handicap Parking Spaces</td>
<td>Standard</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>90</td>
<td>80</td>
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**Angle(1): 90 Degree**

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<th>Width(W) (FT)</th>
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<td>Depth(D) (FT)</td>
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<tr>
<td>Aisle(A) (FT)</td>
<td>13.0</td>
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<td>22</td>
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</table>

**COMMENTS AND/OR NOTES**

**RESULTS OF ANALYSIS**

Results of Analysis: This Application is Compliant

Site Plan & Appearance Review Committee approval is: Required

See attached comments and/or notes.

**Signature**

Date: 08.30.19
DESIGN AND PROJECT REVIEW COMMITTEE (DAPR) MINUTES
September 4, 2019


Staff Present: M. Rivera, E. Golden

Others Present: Ald. Revelle

Presiding Member: S. Mangum

A quorum being present, S. Mangum called the meeting to order at 2:31 pm.

2. 2503 Eastwood Avenue

Recommendation to ZBA

St. Athanasius Parish, applicant, submits an application to amend their Special Use permit to expand their staff parking lot from 14 to 26 parking spaces, in the R1 Single-Family Residential District.

APPLICATION PRESENTED BY: Mike Kritzman, The Lakota Group

DISCUSSION:

- Applicant stated the main parking lot for the school has 58 parking spaces. The parking lot also serves as a play space and loading area, these activities restrict staff parking. The site at 2503 Eastwood Avenue has 14 parking spaces currently, they proposed to move staff parking to this site.
- S. Mangum stated the site plan notes a future play area.
- Applicant stated the play area is not confirmed at this time.
- Applicant stated the site needs to be improved, the plan includes landscaping at the west end and along the north side of the site.
- S. Mangum asked about the height of the proposed landscaping adjacent to the furthest west parking space.
- Applicant stated the landscaping would be perennials. The landscaping is intended to screen the parking lot.
- I. Eckersberg the proposed plan obstructs the alley, asked if the Alderman and neighbors are okay with the plan.
- M. Rivera stated all of the activity is in the alley, increases traffic in the alley.
- S. Mangum asked about a circulation plan for drop-offs, timing of drop-offs, and when staff tends to arrive.

Public Comment:

- Betsy Baer, neighbor, stated there used to be a home on the lot, expressed concern with the proposed parking lot, is not consistent with the R1 zoning. She stated the parking is not a big deal currently, the site is not being maintained. She asked if a fence could be installed and evergreens planted instead of perennials. She stated the plan appears to show more parking and parking closer to the street than the plan she saw previously.
- S. Mangum stated this is the same plan, plan provides a 27” setback off the street and the same number of parking spaces.
• Kelsey Davies, neighbor, stated the alley is a disaster, cannot get in/out of her garage due to parents dropping off their children. She stated by 3:10 pm she is blocked in. She stated the site should be used for children. She stated the parking lot is rented out during Northwestern games for parties.
• S. Mangum asked about refuse screening details, will the refuse area block access to the adjacent garage.
• Applicant stated the refuse area will be screened by a wood privacy fence. The refuse area will not block access to the garage.
• S. Mangum asked about fence details to screen the proposed parking lot.
• Applicant stated a fence is not necessary given the proposed landscaping. This is not a commercial parking lot with a high turnover rate.
• If a play area is not planned for the site at this time, the area needs to be relabeled as turf.
• C. Sterling suggested a perspective drawing would be helpful at ZBA.
• M. Griffith stated he was not comfortable making a recommendation at this time, expressed concern with the proposed parking lot since it is related to the overall traffic circulation and those details are missing; questioned if the area to the south of the main parking lot was considered for the additional parking; expressed concern that the alley was being used for private activities.
• Applicant stated the costs are too high to expand parking into the area to the south of the main parking lot, that area is a play area.

S. Mangum made a motion to recommend approval to ZBA, subject to: 1) Providing a circulation plan, 2) Staff parking and drop-off/pick-up hours, and 3) Landscaping details, seconded by D. Cueva.

The Committee voted, 3-4. The motion failed.

• M. Jones stated that if additional changes are proposed to the site that impact the special use, those changes should be looked at collectively.
• I. Eckersberg stated circulation is a concern, conflict points should be identified.
• C. Sterling stated more details should be provided about how the parking lots will be used for special events.

M. Griffith made a motion to hold item in Committee, seconded by M. Jones.

The Committee voted, 7-0, to hold item in Committee.

Respectfully submitted,
Michael Griffith
DESIGN AND PROJECT REVIEW COMMITTEE (DAPR) MINUTES  
September 11, 2019


Staff Present: M. Rivera

Others Present:

Presiding Member: S. Mangum

A quorum being present, S. Mangum called the meeting to order at 2:34 pm.

2503 Eastwood Avenue  Recommendation to ZBA
St. Athanasius Parish, applicant, submits an application to amend their Special Use permit to expand their staff parking lot from 14 to 26 parking spaces, in the R1 Single-Family Residential District.

APPLICATION PRESENTED BY: Mike Kritzman, The Lakota Group

DISCUSSION:

- Applicant stated that supplemental information regarding site circulation was submitted and that the proposed play area was removed from the proposal. The circulation primarily utilizes the alley to enter the main parking lot where a central loading area is sectioned off during peak periods.
- L. Biggs stated that the neighbors have long-time concerns with traffic and congestion. The proposal appears to make these concerns more problematic
- Applicant explained that the plans primary concern is improving play area conditions by removing as much parking as possible from the north lot. However, removing staff parking from the north lot would help create more capacity for faster turnover of short-term parking during peak periods.
- L. Biggs disagreed saying that the fundamental problem with the circulation is that it’s forced through the alley. Moving staff parking south doesn’t help alleviate the conflicts that exist.
- M. Griffith asked if the remaining staff parking in the north lot could move to the courtyard area.
- Applicant explained that this area was used for active play and parking was prohibited.
- L. Biggs asked why the parking from the north lot needed to be relocated
- Applicant stated that the plan isn’t about capacity, it’s about maximizing open-space and play areas for students
- M. Rivera asked if the circulation pattern could be reversed, where vehicles would enter the alley from the north and exit to the south. This would theoretically improve conflicts with the alley facing garages.
- M. Griffith expressed that the site needed to be used more efficiently and would like to see a comprehensive study on the campus to effectively provide for parking and play areas. The current composition is dysfunctional and the proposal doesn’t help.
L. Biggs expressed that all the parking should be in one location and requested additional data on the number of cars at peak hours and who utilizes the lots during school hours.

The applicant explained that 30 to 40 staff members utilize parking and that an additional 30–40 vehicles arrive during peak drop-off while 20 families use alternative transportation. The remaining families either utilize on-street or other parking areas.

L. Biggs stated that the problem is most likely more acute during pick-up rather than drop-off and would like to see data reflecting pick-up times.

The applicant stated agreement and explained that the Parish is looking for efficiency, but has access issues which are difficult to address.

L. Biggs stated that the proposal makes the current issues worse rather than finding ways to mitigate them.

S. Mangum stated that the main problem is primary stacking takes place in the alley.

L. Biggs stated that the stacking and loading used to occur in the street and was moved to the alley in the hopes of providing efficiencies. The problem has not improved, and needs a master plan, rather than small interventions.

C. Sterling expressed concern with the long-term impact the institutional land use has had on the fabric of the neighborhood and noted that in the last decade two single-family homes were demolished, weakening the street edge along Eastwood Avenue.

The applicant stated that the homes demolished were dilapidated.

C. Sterling questioned the need for the homes to be demolished and whether parking was an appropriate use on the subject property.

The applicant explained that there is no intention to pave more areas in the future and the proposal has nothing to do with leasing spaces for Northwestern events.

S. Mangum reiterated that this is a difficult site and the issues are not atypical for a private neighborhood school without a dedicated catchment area. The design for 2503 Eastwood is sensitive to the neighbors.

C. Sterling agreed that the 2503 Eastwood design was adequate if it was looked at in isolation.

M. Griffith stated that he was not comfortable recommending approval and wants to see a larger campus planning effort before additional parking is constructed.

J. Hyink stated that no need for the proposed parking was identified and the applicant should take a comprehensive approach to the design of the campus.

L. Biggs concurred that a holistic approach would be more appropriate. Use the existing parking lot as a parking lot and the existing open space as open space.

J. Hyink stated a need for a campus master plan.

The applicant stated that this is phase 1 of a bigger vision.

L. Biggs stated that if there was a bigger vision, that’s what needs to be presented in order to make a recommendation on whether phase 1 is appropriate. The goals are good goals, but the proposal doesn’t accomplish those goals in an adequate way.

Public Comment:

Kelsey Davies, neighbor, stated that the main parking lot is typically vacant and there is no need for additional parking. She reiterated that because of the Parish, the neighborhood has lost two single-family homes. There is concern that they’ll want to buy the last remaining home and tear it down as well.

Kelsey Davies, neighbor, is concerned that the real reason for more parking is to lease spaces to Northwestern to accommodate professional sports. There is a lot of money to be made.
• Betsy Baer, neighbor, stated that this used to be a lovely neighborhood
• The applicant stated that the Parish would welcome negotiations with neighbors to address their concerns regarding Northwestern
• Susan Baily, neighbor, stated that she often cannot get out of her driveway in the afternoon and that she struggles to understand why parking can’t stay in the main lot and the 2503 Eastwood lot could become a play area
• Kelsey Davies, stated that she would like to see all of the campuses issues addressed at one time or at lease with one plan.

L. Biggs made a motion to recommend denial to ZBA, seconded by J. Hyink

The Committee voted, 8-1, to recommend denial to ZBA.

Respectfully submitted,
Michael Griffith
Scott Mangum <smangum@cityofevanston.org>
To: "Griffith, Michael" <mgriffith@cityofevanston.org>

Please see comments below and subsequent email forwarding for DAPR consideration.

---------- Forwarded message ----------
From: Katherine Davies <kelsey.davies@sbcglobal.net>
Date: Tue, Sep 10, 2019 at 4:15 PM
Subject: Re: Meeting on Wednesday about 2703 Eastwood
To: smangum@cityofevanston.org <smangum@cityofevanston.org>
CC: Betsy Baer <betsy@bbraeronline.com>

Please forgive my rudimentary submission. My brand new computer died after 3 months and I sent it back to Dell last week and have not received a replacement so I am doing all of this on my phone.

After the meeting last Wednesday I decided to do some research of my own. One of the things that I had noted was that the parking lots never seemed to be full. Everyday since the meeting, I have gone and made a tally of the number of parking places that are used. Here are the numbers
9/5 - north lot - 12/54 places used  south lot 10/14
9/6 - north lot - 11/54 places used  south lot 10/14
9/9 - north lot - 14/54 places used (that's counting at least one car that has been there all weekend and therefore not likely a staff members car) south lot 9/14
9/10 - north lot 12/54 used and that car is still there south lot 11/14

I know that it was said at the meeting last week that the school was hoping to use the North lot solely as a black top/play space during the day. This was to entice future families to send their children there. I find it hard to believe that a large black top surface area in which to play games is going to be what will bring in future families.

So why else would they want a large number of parking spaces? I believe their intentions in acquiring this variance is to create as many parking spaces as possible in order to sell those parking spaces to Northwestern's events. Northwestern is currently trying to get concerts to their stadium, there is basketball games, football games, and graduations and that's a lot of money to be had, especially being a block and a half away. I was in charge of the football parking through the PTA at Kingsley Elementary School and I can speak from my own personal experience that we made $10,000 to $12,000 a year for the school on parking just for football games. The amount of money that could then be acquired by the church and school from all these additional spaces would be significant. The latest planting renditions have even cleared the green space for more parking by removing even the thought of a future playground. This is a neighborhood and not a parking lot.

Let's say that their intentions are to create a large area for the children to play. I have enclosed pictures of the Kingsley black top area as well as the Haven black top area and as you can see, they are significantly smaller than the proposed areas at Saint Athanasius School. Kingsley School serves about 300 kids and Haven Middle School serves about 800 kids, so the proportionate amount of space is very large and doesn't make sense.

I have also enclosed a parking map that we used many years ago for football parking at Kingsley that shows the parking on the blacktop area. This map includes the area which is now a sportcourt because at that time this sportcourt was not there. It gives you a good idea of the number of spaces that fit into an adequate play space for the children.

The other pictures are pictures that show St. A's doesn't do what they say. I have enclosed pictures of 2 different cars parked directly behind my garage, despite an abundance of parking places, making it difficult for me to get in-and-out. This was just me wondering out to count and not watching the comings and goings. There are supposed to be lines in the alley, they are supposed to make sure that their parents pull over to one lane allowing cars to get out, and keep parents from blocking garages.
My concerns, in addition to the concerns Betsy already addressed, are that the school is trying to turn their parking lots into a parking business, they continue to use the alley as a road and their additional spaces will make the situation even worse, and their attempts to devalue the properties in the neighborhood.

I will be at the meeting to answer any questions or concerns.

Thank you for listening.

Sincerely,

Kelsey Davies

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On Tue, Sep 10, 2019 at 11:47 AM, Scott Mangum <smangum@cityofevanston.org> wrote:

Hi Kelsey,

Preferably, if you are able to provide a description, we can provide the Committee for review prior to the meeting. Otherwise, you may describe at the meeting.

Thanks,
Scott

Scott A. Mangum, AICP
Planning and Zoning Manager
City of Evanston
847-448-6675

Note: The contents of this electronic mail to/from any recipient hereto, any attachments hereto, and any associated metadata pertaining to this electronic mail, is subject to disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq.

On Tue, Sep 10, 2019 at 9:33 AM Katherine Davies <kelsey.davies@sbcglobal.net> wrote:

Hi Scott,

One more question - do you want what I have to say and pictures or just the pictures and I will describe tomorrow?

Thanks,
Kelsey

Sent from Yahoo Mail on Android

On Mon, Sep 9, 2019 at 8:48 AM, Scott Mangum <smangum@cityofevanston.org> wrote:

Hi Kelsey,

DAPR is a recommending body to the Zoning Board of Appeals. As you heard last week, after taking input from the public additional information was requested of the applicant from the Committee regarding a landscape plan and traffic circulation. At Wednesday's meeting, the Committee may make a recommendation to the Zoning Board of Appeals for approval, approval with conditions, denial, or alternately the Committee could again hold the item if additional information is required. Please feel free to submit any information about the proposed plan for 2503 Eastwood and operations that may be helpful.

Thanks,
Scott
Hi Scott,

I hope you had a good weekend. I had a couple of questions about the upcoming meeting this Wednesday afternoon.

Firstly, what is the likely outcome of the meeting Wed.? It feels somewhat like a done deal since postcards have been sent and signs posted about the hearing on the 17th.

Secondly, in regards to neighbor statements both written and said at the hearing, what does the committee want to know from neighbors?

Thanks for your insight and help,

Kelsey Davies

Sent from Yahoo Mail on Android

---
Scott A. Mangum, AICP
Planning and Zoning Administrator, Division Manager
City of Evanston | 847.448.8675 | smangum@cityofevanston.org
Fwd: More attachments - Kingsley and Haven Comparisons

Scott Mangum <smangum@cityofevanston.org>
To: "Griffith, Michael" <mgriffith@cityofevanston.org>

Tue, Sep 10, 2019 at 4:33 PM

------- Forwarded message -------
From: Katherine Davies <kelsey.davies@sbcglobal.net>
Date: Tue, Sep 10, 2019 at 4:18 PM
Subject: More attachments - Kingsley and Haven Comparisons
To: Scott Mangum <smangum@cityofevanston.org>
CC: Betsy Baer <betsy@bbaeronline.com>
Fwd: Last one - not fulfilled promises
1 message

Scott Mangum <smangum@cityofevanston.org>
To: "Griffith, Michael" <mgriffith@cityofevanston.org>

Wed, Sep 11, 2019 at 4:34 PM

---------- Forwarded message ----------
From: Katherine Davies <kelsey.davies@sbcglobal.net>
Date: Tue, Sep 10, 2019 at 4:20 PM
Subject: Last one - not fulfilled promises
To: Scott Mangum <smangum@cityofevanston.org>
CC: Betsy Baer <betsy@bbaeronline.com>
DO NOT BLOCK GARAGES
Cade Sterling <csterling@cityofevanston.org>
To: Melissa Klotz <mklotz@cityofevanston.org>

St. A's comment. I wasn't sure if you were compiling these.
Cade W. Sterling
 Planner
 Community Development Department
 Planning & Zoning Division
 Lorraine H. Morton Civic Center
 City of Evanston

2100 Ridge Ave | Evanston, IL 60201 | (847) 448-6231
csterling@cityofevanston.org | cityofevanston.org

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--------- Forwarded message ---------
From: Mary Vogel <m.vogel@comcast.net>
Date: Mon, Sep 16, 2019 at 9:58 PM
Subject: St Athanasius alley project
To: <Csterling@cityofevanston.org>

To whom it may concern,
We live at 1633 Lincoln St and have resided there since 1967. We are faithful members of the St Athanasius Parish. We were saddened when the church tore down the home across the alley from us and we are concerned about the current plan for that plot of land. We feel that using that space for parking would further congest an already congested alleyway, particularly at pick up and drop off times. This seems like an irresponsible plan for a city of Evanston alley. We hope you realize the impact this would have on our neighborhood and vote against this plan.
Thank you,
Harry and Nancy Taylor

Sent from my i
September 17, 2019

Zoning Board of Appeals
City of Evanston
Melissa Klotz, Zoning Administrator

Re: ZBA 19ZMJV-0073  2503 Eastwood Avenue

Members of the Evanston Zoning Board of Appeals:

I write in support of the special use application submitted by St. Athanasius Parish for 2503 Eastwood Avenue. I own the house at 1727 Harrison Street, less than a block from the property in question. My husband and I have lived here for more than 12 years, we are parishioners of St. Athanasius and our two children attend St. Athanasius School.

I support the special use application because it would improve the property at 2503 Eastwood and would allow for better use of the existing parish property. I have reviewed the parish’s landscaping proposal along Eastwood and believe it would be a substantial improvement to the visual appearance of the property from the Eastwood perspective.

Additionally, adding parking spaces to the property at 2503 Eastwood Avenue, would allow the parish to free up space in the main parking lot. During the school day, the main parking lot is used for drop-off, pickup, and recess as well as parking for teachers and staff. Due to the traffic flow for drop-off and pickup, cars can only park along the outside perimeter, so as to allow for the easy flow of traffic.

For years, St. Athanasius parents have sought a way to free up some of the space in the main parking lot to allow for the kids to play sports and exercise without having to navigate and steer clear of parked cars. St. A’s older students, particularly those in grades 5-8, need more space to play and exercise than the playground and turf provide. However, kids cannot play basketball if cars are parked underneath the basketball hoops. This special use application would allow the shifting of parked cars from the main lot to the lot off the Eastwood alley.

As a neighbor of St. Athanasius, my family and I regularly enjoy the benefits of having the playground and park area located just south of the main parking lot. It has been a wonderful addition to the neighborhood. It is common to see neighborhood children using the playground equipment, playing soccer and football on the turf, and older kids enjoy playing basketball and cricket in the parking lot. The parish put up a fence that encloses the playground with gate access off Eastwood, which keeps the children safe while allowing easy access to the playground for neighborhood families.

The neighborhood also benefits from the parish’s willingness to allow open parking in the main parking lot outside of school hours. Residents of the surrounding apartments regularly park there, as well as many employees of Central Street businesses, particularly those located in the Central Station Apartment complex. The city council allowed the Central Station complex to be built without providing any parking spaces for business employees, and much of the parking on side
streets is either metered or requires a permit 24 hours a day. The parish’s parking lot has served to provide free parking to those employees.

I understand that one neighbor has raised concerns about the flow of traffic during drop-off and pickup. If this is a concern for the committee, I believe more evidence should be sought as to the extent of the alley blockage. Regardless, the proposed changes made to the 2503 Eastwood property by the special use application would not alter the traffic flow. The added parking spots would be used by teachers and staff, and they arrive before drop-off and leave after pickup. I believe the parish should continue to address the concerns of the neighbors, but that is not a reason to block the proposed improvements of 2503 Eastwood.

Thank you for your time and consideration,

Claire Labbe

cc: Ald. Eleanor Revelle
    City Clerk Devon Reid
information for meeting tonight
1 message

Donna Pareti <dpareti@ymail.com>  
To: Melissa Klotz <mklotz@cityofevanston.org>  
Tue, Sep 17, 2019 at 10:56 AM

Thanks for your service! I wanted to introduce myself. We are Evanston residents – we live at 2612 Noyes street and we have two children. My son attends ETHS and my daughter attends St. Athanasius school. St Athanasius is a small but mighty parish- very active with service throughout the community with our monthly soup kitchens to the service work our students perform. We try to be good neighbors as many of our school and parish families are active in many other ways throughout the community.

I understand this evening you may hear about the changes St. Athanasius would like to make in their parking situation. We would like to move 8 spaces from one area of our property to another. This is being request to make our “drive way” safer, provide closer handicapped parking for our church members and also be able to provide more play area for our older students for basketball, etc. I wanted you to hear from an Evanston resident that we are very much in favor of this parking change. We would like to make our campus safer and enhance the play space for our children.

Please consider this for your decision making this evening and thank you for your time.

Donna and Tim Pareti
2503 Eastwood Ave / 2510 Ashland Ave. / 1615 Lincoln Street

1 message

Patrick Byrnes <tpbyrnes@yahoo.com>  
To: mklotz@cityofevanston.org  
Cc: "erevelle@cityofevanston.org" <erevelle@cityofevanston.org>  

Tue, Sep 17, 2019 at 6:59 AM

I am writing to express my significant displeasure with the Evanston Design and Project Review Committee's recommendation that the above-referenced request for a zoning variance be denied.

The reason for the request is simple, to create a total of 12 additional parking spots on the Saint A's campus so that the school children can use the current parking area to play basketball, football and other games during recess, free of the impeding of cars. Despite this narrow, modest request, which (as discussed below) would have no meaningful impact on the neighborhood, the Committee recommended denial of the request, alleging that the variance would not be in keeping with the Comprehensive General Plan. The Committee's reliance on the Comprehensive General Plan is laughable at best, as at the same time the Committee is willing to permit Northwestern University to go ahead with its proposal to hold professional sporting events just blocks away. Indeed, how the Committee can find that adding 12 parking spots at St. A's will negatively impact property values, but allowing 7,000 people to flood the neighborhood for professional and commercial events will not, is beyond me.

Moreover, the Committee has also cited to traffic concerns, particularly during drop off and pickup on school days, but the requested variance will in no way negatively impact those concerns. The request is simply to add 12 net parking spots. Adding these spots will neither increase nor decrease the number of children that are dropped off or picked up each day, or in any other way increase the flow of traffic. Instead, it will provide children with a larger area to play during recess.

The Committee's suggestion that the proposal would "likely make the circulation and traffic issues facing the campus and surrounding neighborhood more acute" is entirely devoid of merit, and its reliance on such an unsupportable statement makes clear that the Committee has not performed a fair and reasoned analysis of the request, but is instead making up facts to support a pre-determined outcome. Again, one wonders where the concern over traffic was when the Committee recommended approval of Northwestern's proposal.

When one looks at the way the Committee has handled the St. A's request for a variance and the Northwestern request, there can be no doubt that St. A's has been treated unfairly by the Committee. I strongly encourage the ZBA to reject the Committee's "findings" and to instead allow this modest variance.

Patrick Byrnes
2210 Colfax Street
Evanston, IL
Zoning Variance St Athanasius
1 message

Emily Hoffman <emilykealhoffman@yahoo.com>  
To: mklotz@cityofevanston.org, erevelle@cityofevanston.org

Mon, Sep 16, 2019 at 10:55 AM

Evanston Zoning Board of Appeals,

As you know, the St Athanasius parish is asking the City of Evanston to allow for a zoning variance in the currently vacant lot just north of the alley off Eastwood. The proposal would increase the number of parking spots in the small lot off the alley, thereby allowing the teachers and staff to park in that lot and free up the large parking lot for recess and physical education uses during the school day.

Last week, the Evanston Design and Project Review Committee recommended that the church’s request for a zoning variance be denied. As an Evanston resident, St Athanasius parishioner & school family, I feel very strongly about the need to have an open space in the parking lot for the bigger kids to exercise and play during the school day without the impediment of parked cars. Our children deserve to have a large open play space just as the public school children deserve and have large open play spaces free of parked cars. The area desired to create extra space for teachers to park is small in comparison to the rest of the lot but will provide a big impact during school days by allowing the larger lot to be free of cars. On the nights and weekends these areas are used by many in the community to park their own cars which helps with creating extra space on central street for traffic and short term parking/people frequented the businesses there.

The decision seems to be a win/win for both the school and the community in my opinion. I urge you to reconsider our appeal.

Sincerely, Emily Hoffman
2733 Harrison Street
Evanston, IL 60202

Sent from Yahoo Mail for IPhone

https://mail.google.com/mail/u/0?ik=4762073d7a&view=pt&search=all&permthid=thread-f%3A1644848021834562504%7Cmsg-f%3A1644848021834
Fw: Your help needed - St. A's expanded parking lot

1 message

sarah marinacci <sdube28@yahoo.com>  Mon, Sep 16, 2019 at 11:08 AM
To: "mklotz@cityofevanston.org", "erekelle@cityofevanston.org", "mwynne@cityofevanston.org", "mwynne@cityofevanston.org"

Good Morning,

My name is Sarah Marinacci, and I am a parent at Saint Athanasius. It’s come to my attention that the zoning variance for the vacant lot north of the alley off Eastwood was denied. The parents, and kids, use the lot daily for activities in Gym class as well as before and after school. They use the basketball hoops, play football and play other games in the lots. If our teachers can use the additional parking spots, obviously this would make for more space for our children to play and exercise.

The argument has been made that this St. A’s will monetize the lot at football games. As an evanstonian, I understand and appreciate the balance between the University and our community. Putting everything into perspective for a moment - There are 8 home games in the fall and the stadium holds almost 50,000 people. The idea that an additional 15 spots is creating any meaningful change in traffic patterns seems overstated.

My family and I are hoping that the zoning variance will be accepted this Tuesday when it goes before the Zoning Board of Appeals, and then move to go before the City Council.

Thanks for our consideration.

Sarah Marinacci

Sarah Marinacci
www.sarahmarinacci.com
sdube28@yahoo.com
773.456.4427
kaari roberts <kaari6@gmail.com>
To: mklotz@cityofevanston.org

Mon, Sep 16, 2019 at 10:45 AM

Good morning,

I am a parent at St. Athanasius school and live at 1619 Lincoln Street in Evanston. My lot backs up to the school parking lot.

I am in favor of allowing the school to have access to more parking with a variance.

We would like more space for the children to play and having a lot - keeps more cars off the already crowded street parking options.

Please approve the variance.

Kaari Roberts
1619 Lincoln street
Saint Athanasius Parking Lot Zoning Variance

1 message

Erin Leddon <erin.leddon@gmail.com>                   Mon, Sep 16, 2019 at 10:11 AM
To: mklotz@cityofevanston.org
Cc: erevelle@cityofevanston.org, tsuffredin@cityofevanston.org, Mike Leddon <michael.leddon@gmail.com>

Dear Zoning Board Members,

I am writing to support the proposed variance for Saint Athanasius to be able to use a vacant lot on its property as parking. I have been a resident of Evanston for the past 13 years and have been a member of Saint A’s during all of that time. My three children go to St. A’s School, where I am an active member of the community, and President of the School Board.

St. A’s has worked hard in recent years to beautify our grounds and create space for our children to play. Having the vacant lot be available for parking would create designated parking for teachers, freeing up precious space for older children to play basketball and other games without having to weave around parked cars. Our playgrounds are small, and every inch is valuable, especially for the older children who need more space for meaningful physical activity.

I believe that the St. A’s campus is a true asset to the Evanston community. Many neighborhood children play on the grounds after school. Allowing for this variance will create more space for children to play, and help keep St. A’s a vibrant space in our community. I strongly support the proposed variance.

Sincerely,
Erin Leddon
2622 Isabella
Evanston, IL 60201
September 15, 2019

Via E-mail

Zoning Board of Appeals
City of Evanston
c/o Ms. Melissa Klotz (Zoning Administrator)
mklotz@cityofevanston.org

Re: ZBA 19ZMJV-0073 - 2503 Eastwood Avenue

Members of the Evanston Zoning Board of Appeals:

I write in support of St. Athanasius Parish’s Special Use Application for 2503 Eastwood Avenue. I own the single-family home at 1727 Harrison Street, which is less than one block from the subject property (and within 500 feet). I have lived here for over 12 years. My children attend St. Athanasius School, where we are also parishioners. I have reviewed the Parish’s proposal for 2503 Eastwood as it appears in the ZBA packet dated September 12, 2019.

I support the proposal because it would be a substantial improvement to the subject property. Currently, 2503 Eastwood is the site of 14 parking spaces and is otherwise vacant. Previously, it was also the site of a small, somewhat dilapidated, and vacant, single-family home. The Parish’s proposal calls for increasing parking by just 8 spaces to a total of 22 spaces on the site. The majority of the site would be professionally landscaped parkland. This landscaping would include the front 27 feet of the property along Eastwood Avenue and the north 30 feet of the property abutting 2507 Eastwood. In my view, this would be a substantial improvement to the property and a valuable investment in the neighborhood.

St. Athanasius has continually invested in improvements to its property and the neighborhood. For example, the site that is now known as Lindley Park was previously a single-family home. Although the Parish removed the home, it converted the property to parkland, which has had a positive visual impact on the neighborhood. Outside of school hours, the Parish allows neighbors to park cars in its parking lots and use its outside spaces (including both Lindley Park and the basketball goals in the Parish parking lot).

I do not agree with the DAPR’s conclusions that the Parish’s proposal does not satisfy the special use standards. The DAPR concluded that the use “is compliant
with the Zoning ordinance," but it nevertheless found that the proposal fails to
demonstrate how it would enhance the surrounding neighborhood. In my view, the
proposed improvements to 2503 Eastwood would enhance the neighborhood by
substantially improving the landscaping of a currently vacant lot, while increasing
parking by only a small number of spaces.

I disagree with the DAPR’s conclusion that the cumulative effect of the Parish’s
uses have “eroded the residential fabric of the neighborhood, particularly the
frontage along Eastwood Avenue . . . and the alley north of Harrison Street.” With
respect to the frontage along Eastwood Avenue, the Parish’s improvements and
proposed improvements have been and would be a substantial improvement to the
neighborhood. Although the Parish has removed two single-family homes, it has
already replaced one of those lots with a park, and now proposes to replace the
majority of another lot with parkland.

With respect to the alley north of Harrison Street, my house is along this alley, and
I am not aware of any negative impact to the alley that would result from the
proposal at 2503 Eastwood. Instead, reference to the Harrison alley only confirms
that parking along a residential alley is consistent with other uses in the
neighborhood. In 2011, the City approved 24 parking spaces for the Central Station
Apartments along the Harrison alley. Just as the residents of the apartments are
entitled to access their parking through the public alley, the Parish staff should be
permitted to access parking through the alley adjacent to 2503 Eastwood.

I am aware that several neighbors near 2503 Eastwood have raised various
concerns with the flow of traffic during school drop off and pickup. While I respect
these concerns, they are not related to the Parish’s proposed improvements to 2503
Eastwood. An additional 8 parking spaces for teachers will not have any appreciable
impact on the drop off and pickup traffic (teachers arrive before morning drop off
and leave well after afternoon pickup). My understanding is that at one time, pick
up and drop off occurred along Ashland Avenue but was moved to the back of the
school due to complaints of other neighbors. While I appreciate the need for the
Parish to continue to address this issue, it does not provide a reason to block the
proposed improvements to 2503 Eastwood.

Respectfully submitted,

John R. Labbé

cc: The Hon. Ald. Eleanor Revelle (erevelle@cityofevanston.org)
The Hon. City Clerk Devon Reid (dreid@cityofevanston.org)
1570 Oak Ave./1555 Ridge Ave.
19ZMJV-0081

ZBA Recommending Body
MEMORANDUM

To: Members of the Zoning Board of Appeals
From: Johanna Leonard, Director of Community Development
Scott Mangum, Planning and Zoning Manager
Melissa Klotz, Zoning Administrator
Cade W. Sterling, Planner I

Subject: 1570 Oak Ave./1555 Ridge Ave. - ZBA 19ZMJV-0081
ZBA Recommending Body
City Council Determining Body

Date: September 12, 2019

Notice - Published in the August 29, 2019 Evanston Review

Oak Ridge Property Evanston LLC, property owner, applies for major zoning relief to lease 57 required off-street parking spaces in a lot more than 1,000 feet from the subject property, in the R6 General Residential District (Zoning Code Section 6-16-2-1. B.2). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Recommendation
City staff and DAPR recommend approval of major zoning relief to lease 57 required off-street parking spaces in a lot more than 1,000 feet from the subject property which is located in the R6 General Residential District.

Site Background
1570 Oak Avenue is located within the R6 General Residential District on the west side of Oak Avenue, mid-block between Davis Street to the north and Grove Street to the south. The extant building is an, eight-story, circa 1920s gothic revival mid-rise apartment building. The lot is served by an alley to the west. Due to the lots extant floor area ratio, no opportunity exists to provide off-street parking on-site. The subject property’s required off-street parking, 57 spaces, is currently located to the southwest on a large surface parking lot at 1555 Ridge Avenue. 1555 Ridge Avenue contains approximately 100 open surface parking spaces. Of those, 33 are leased by residents of 1570 Oak. The remaining spaces are leased by Post Office employees, Margarita Inn, and various smaller businesses and individuals. The spaces are currently rented below market rate. Despite this, demand for the site is well below the number of spaces available. The property is surrounded by the following:

North: R6 General Residential District (3 stories, multi-family)
East: R6 General Residential District (8 stories, multi-family)
South: R6 General Residential District (5 stories, mixed-use)
Proposal
Oak Ridge Property Evanston LLC, proposes relocating its required 57 off-street parking spaces, currently located at 1555 Ridge Avenue, to the Maple Avenue Garage at 1800 Maple Avenue under a long-term lease with the City. The Maple Avenue Garage is located approximately 1200 feet from 1570 Oak Avenue, as measured from the closest property lines. Community Development staff has confirmed with Parking Services, that the requested spaces are available for long-term lease (see attached memo). Due to the existing lot’s floor area ratio, and age of improvements, no opportunity to provide on-site parking exists. Re-locating the subject property’s required off-street parking spaces from 1555 Ridge, to the Maple Avenue Garage, will facilitate a transfer of ownership and ultimate development of an underutilized, large surface parking lot proximate to public transportation and the downtown core. The market value for the land, low parking demand, and costs associated with maintaining the surface parking lot compel a higher use for the location and a public benefit will be derived.

City staff has received no correspondence regarding the proposed zoning relief.

Determination of Parking Requirement
1570 Oak Avenue is located in a Transit Oriented Development Area (TOD), the current parking requirement is determined by dwelling unit bedroom mix, as provided by the property owner. Requirements per Table 16-B of the Zoning Code are as follows:

- .55 parking spaces per studio/1-bedroom dwelling.
  - 78 total studio/1-bedroom dwelling units = 42.9 required spaces
- 1.1 parking spaces per 2-bedroom dwelling.
  - 13 total 2-bedroom dwelling units = 14.3 required spaces

- **Total number of parking spaces required = 57.2; 57 spaces**

Zoning Ordinances Identified for Requested Relief
6-16-2-1  In all but R1 through R4 residential districts, part or all of the required parking spaces, regardless of the number required, may, at the City's discretion, be leased from the City to serve the subject property, so long as they are located not more than one thousand (1,000) feet from the lot requiring said parking, and are not located in a more restrictive zoning district than the building and uses they are to serve.

Comprehensive Plan
Objectives from the Evanston Comprehensive General Plan that apply to this application include:

**Objective:** Maintain and enhance property values and positive perceptions of housing in Evanston.

**Policy:** Encourage both new housing construction and the conversion of underutilized non-residential buildings to housing in order to increase housing variety and to enhance the property tax base.
Objective: Ensure continued high levels of mass transit service throughout Evanston.
Policy: Promote higher-density residential and mixed-use development in close proximity to transit nodes in order to support non-automobile dependent lifestyles.

Design and Project Review Committee (DAPR) Discussion and Recommendation
DAPR found the proposal to be satisfactory and noted that it would provide revenue to the City through long-term lease of 57 parking spaces, facilitate development of a large surface parking lot in close proximity to mass-transit and the downtown, and increase the taxable value of 1555 Ridge.

Recommendation: Unanimous approval to ZBA.

Variation Standards
For a variation to be recommended for approval, the ZBA must find that the proposed variation:

1. **Will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties:** Standard met: No physical changes are proposed to the extant structure that would directly or indirectly impact neighboring properties. The 57 required off-street parking spaces will be provided for tenants despite current demand for around 30 spaces.

2. **Is in keeping with the intent of the zoning ordinance:** Standard met: The proposal promotes objectives of the comprehensive general plan and provides the City with additional revenue through long-term lease of 57 parking spaces in a municipal garage.

3. **Has a hardship or practical difficulty that is peculiar to the property:** Standard met: The existing lot (1570 Oak) was platted at its current size, and the existing building constructed, prior to current ownership. Due to the floor area ratio of the extant building, no opportunity to provide on-site parking exists.

4. **Property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience:** Standard met: Without the requested zoning relief, the applicant would not be able to adequately provide off-street parking for its tenants, diminishing the rental value for the units. The taxable value of the 1555 Ridge lot and the associated maintenance costs exceed the demand for parking. Keeping the present use at 1555 Ridge would create an undue financial burden on the owner.

5. **Is not based exclusively upon a desire to extract additional income from the property or public benefit to the whole will be derived:** Standard met: The proposal will not increase the value of the subject property or generate additional income or higher rents. The subject property does not generate the demand for off-street parking to justify continued use of 1555 Ridge as a surface parking lot. A public benefit will be derived by facilitating a transfer of ownership and ultimate development of 1555 Ridge, both increasing the taxable value of that property,
providing needed housing typologies, and dispersing the overall tax burden. An additional public benefit will be derived through a long-term revenue source via the leasing of 57 spaces in a municipal lot.

6. **Does not have a hardship or practical difficulty that was created by any person having an interest in the property:** Standard met: The property was platted and the existing building constructed prior to the current ownership and prior to a minimum parking requirement. The demand for parking at 1555 Ridge is low, despite current leasing rates far below market value.

7. **Is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty:** Standard met: The Maple Avenue Garage is the closest municipal garage/lot to the subject property with adequate capacity for long-term lease.

**Attachments**
Variation Application – submitted August 5, 2019
Parking Memo
Plat of Survey
Elevations
Image of Property
Image of Maple Avenue Garage
Aerial View of Property
Zoning Map of Property
DAPR Draft Meeting Minutes Excerpt – September 11, 2019
Public Comments Received as of October 11, 2019
To: Members of the Zoning Board of Appeals  
From: Cade W. Sterling, Planner  
Subject: 1570 Oak Avenue - 19ZMJV-0081  
Date: September 12, 2019  

This memo attests that 57 parking spaces are available for long-term lease at 1800 Maple Avenue, commonly known as the Maple Avenue Garage. The spaces will be leased at market-rate, subject to annual increases. This information was supplied to the Planning and Zoning Division on August 21, 2019 by Michael Rivera, Parking Facilities Supervisor / Interim Parking Manager.

The number of required off-street parking spaces for 1570 Oak Avenue is summarized below:

- 1570 Oak Avenue is located in a Transit Oriented Development Area (TOD), the current parking requirement is determined by dwelling unit bedroom mix as provided by the property owner:
  - Total number of parking spaces required = 57.2; 57 spaces
    - 56 studios + 22 1-bedroom dwellings * 0.55 parking spaces = 42.9
    - 13 2-bedroom dwellings * 1.1 parking spaces = 14.3

The Maple Avenue Garage is approximately 1200 feet from the subject property, measured between closest property lines. The current required off-street parking spaces are located at 1555 Ridge Avenue.
# MAJOR VARIATION APPLICATION

CASE #: 19224V-002

1. PROPERTY

<table>
<thead>
<tr>
<th>Address</th>
<th>1570 Oak Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Identification Number(s):</td>
<td>PIN 1: 1111830080000000 PIN 2:</td>
</tr>
</tbody>
</table>

(Note: An accurate plat of survey for all properties that are subject to this application must be submitted with the application.)

2. APPLICANT

<table>
<thead>
<tr>
<th>Name</th>
<th>Oak Ridge Property Evanston LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization</td>
<td>832 Custer Avenue</td>
</tr>
<tr>
<td>Address</td>
<td>Evanston, IL 60202</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
<tr>
<td>Phone: Work</td>
<td>847-563-5290</td>
</tr>
<tr>
<td>Home:</td>
<td></td>
</tr>
<tr>
<td>Cell/Other:</td>
<td></td>
</tr>
<tr>
<td>Fax: Work</td>
<td>847-326-5466</td>
</tr>
<tr>
<td>Home:</td>
<td></td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:sbelmonte@westleyrealty.com">sbelmonte@westleyrealty.com</a></td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Name(s) or Organization:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
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<tr>
<td>City, State, Zip</td>
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<td>Phone: Work</td>
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"By signing below, I give my permission for the Applicant named above to act as my agent in all matters concerning this application. I understand that the Applicant will be the primary contact for information and decisions during the processing of this application, and I may not be contacted directly by the City of Evanston. I understand as well that I may change the Applicant for this application at any time by contacting the Zoning Office in writing."

Property Owner(s) Signature(s) – REQUIRED

Date: 8-5-2019

4. SIGNATURE

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

Applicant Signature – REQUIRED

Date: 8-5-2019
5. REQUIRED DOCUMENTS AND MATERIALS

The following are required to be submitted with this application:

- (This) Completed and Signed Application Form
- Plat of Survey Date of Survey: 5/9/1997
- Project Site Plan Date of Drawings: ____________________________
- Plan or Graphic Drawings of Proposal (if needed, see notes)
- Non-Compliant Zoning Analysis
- Proof of Ownership Document Submitted: ______________________
- Application Fee (see zoning fees) Amount $____________ plus Deposit Fee $150

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

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

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

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

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

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

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

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

A. Briefly describe the proposed project:
Locate the required off street parking for the property situated at 1570 Oak Street to 1800 Maple Street.

B. Have you applied for a Building Permit for this project?  ☑ NO  ☐ YES
(Date Applied: ___________________ Building Permit Application #: ___________________)

REQUESTED VARIATIONS

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

<table>
<thead>
<tr>
<th>(A) Section</th>
<th>(B) Requirement to be Varied</th>
<th>(C) Requested Variation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ex. &quot;6-8-3-4&quot;)</td>
<td>(ex. &quot;requires a minimum front yard setback of 27 feet&quot;)</td>
<td>(ex. &quot;a front yard setback of 25.25 feet&quot;)</td>
</tr>
<tr>
<td>6-16-2-1.B.2</td>
<td>Requires parking spaces to be provided on the same lot, or, in a lot not more than 1000 feet from the subject site.</td>
<td>The rental residential building located at 1570 Oak Street is located in a Transit Oriented Development Area (TOD) The current parking requirement is 57 parking spaces. The variation requested will permit the required parking to be located off site in the Municipal Garage located at 1600 Maple, approx. 1200 feet from 1570 Oak Street.</td>
</tr>
</tbody>
</table>

* For multiple variations, see "IMPORTANT NOTE" under "Application Fee & Transcript Deposit" on Page 2.
B. A variation's purpose is to provide relief from specified provisions of the zoning ordinance that may unduly impact property due to the property's particular peculiarity and special characteristics. What characteristics of your property prevent compliance with the Zoning Ordinance requirements? The subject site does not have adequate site area to provide off street parking. The site presently used for required off street parking will undergo a transfer of ownership preventing the continued use of the lot for the purpose of exclusively providing off street parking for 1570 Oak Street.

1. The requested variation will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining (touching or joining at any point, line, or boundary) properties. The requested variation will have no direct or indirect impact on adjoining uses. A multistory residential building lies to the north of the subject property. To the south lies a hotel, a public alley to the west and Oak Street on the east. None of these uses have any relationship to the subject property and none will suffer any adverse impact by the granting of the requested variation.

2. The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out. The requirement for off street parking was imposed by the City at the time that the property at 1555-57 Ridge was purchased by Northwestern University reportedly to provide off street parking not only for the subject property but also to provide surplus spaces for off campus parking as required by the parking plan for the campus. At the time that the subject property was developed and built, circa 1930, there was no requirement for off street parking.

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

The subject property does not generate a demand for off street parking that approaches the level necessary to maintain the property at 1555-57 Ridge. The financial burden of maintaining the lot at Ridge including maintenance, insurance, snow removal, landscaping and property taxes make the use of the parking lot for off-street parking cost prohibitive given the demand for parking generated by the subject property.

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

As described in #2 above, the requirement for off-street parking for the subject property originated at some point with the acquisition of the vacant parcel at 1557-55 by Northwestern University. The apparent reason for the parking was to supply off-campus parking for the University in addition to off street parking for students that were housed in the subject property at the time that the property was owned and operated by Northwestern. Inasmuch as the current maintenance, operating and real estate tax expenses exceed the revenue generated from the lot, the required off street parking at 1555-57 Ridge creates an economic hardship.
5. Have other alternatives been considered, and if so, why would they not work?
Other off-street parking facilities are not available within a reasonable distance of the subject property. The municipal lot on Maple is the only lot within proximity to the subject property and has the capacity for the requisite number of parking spaces.

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

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

1. If applicant is an agent or designee, list the name, address, phone, fax, and any other contact information of the proposed user of the land for which this application for zoning relief is made:
   Does not apply.
   Oak Ridge Evanston, LLC c/o Wesley Realty Group, Inc., as agent
   832 Custer Avenue
   Evanston, IL 60202
   Attn: Al Belmont
   847-563-5290 (O) 847-328-5466 (F)

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

   

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

If Applicant or Proposed Land User is a Corporation

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

a. Names and addresses of all officers and directors.

Al Belmont 832 Custer Avenue, Evanston, IL
Ridge Avenue Trust, 832 Custer Avenue, Evanston, IL

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

Same as above.

If Applicant or Proposed Land User is not a Corporation

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

1. What projects are eligible for a Major Variation?
Property Owners may apply for a Major Variation from the following zoning regulations:
   1. Yards and setbacks
   2. Height
   3. Lot size, width and depth (including flag lots).
   4. Lot coverage including impervious surface and/or floor area ratio
   5. Off street parking and loading
   6. Home occupations. (Ord. 115-0-04)

2. Who can submit an application?
The applicant must either own, lease, or have legal or equitable interest in the subject property, or must be the representative of such a person. All persons or parties which have an ownership interest in the affected properties must be identified and must sign the application. The Property Owner(s) may, at their discretion, designate another person as Applicant to act on their behalf in processing this application. In that case, the designated Applicant will be considered the primary contact, until the application is closed or the Property Owner changes the designated Applicant by contacting the Zoning Office in writing. Standing (§6-3-8-4):

3. How do I submit an application?
Applications must be submitted in person to the Zoning Office, City of Evanston, Civic Center Room 3700, 2100 Ridge Avenue. Our office hours are Monday through Friday (excluding Holidays) from 8:30am until 5:00pm. Evanston.

Applications must be complete, including all required documentation and fee.
Applications are not accepted by mail or e-mail.
Application materials cannot be returned.

4. What forms of payment are accepted? Cash, Credit Card, Check.

5. Can I withdraw my application? Will my fee be returned?
Yes, an application may be withdrawn any time prior to the final publication of the ZBA Agenda (the Friday before the hearing). If the newspaper notice has not been published or mailed notices sent out, a full refund is general granted. If this has occurred, only the $150 transcript deposit is returned.

6. Who has access to my application materials?
The application is a public document, and as such, may be reviewed by the general public upon request.

B. INFORMATION ABOUT MAJOR VARIATIONS

1. What is the timeframe?
The approximate time from when the Zoning Division receives a completed Major Variation application to when the applicant can reasonably expect a decision on that application is 30-40 days.
2. What is the Process?

- Upon receipt of a complete application, the Zoning Department contacts the applicant via phone and with a letter detailing the next steps in the process.
- The City publishes a notice of the hearing in a locally circulating newspaper, generally the Evanston Review, between 15 and 30 working days prior to a hearing.
- The City posts a sign announcing the date of the Zoning Board of Appeals hearing on the subject property no less than 10 working days before the hearing date.
- The City must mail notification of the public hearing and an overview of the proposed application to all properties that are within 500' of any point on the subject property.
- The project is heard before the Site Plan Appearance and Review Committee (SPAARC). This committee provides a recommendation to the Zoning Board of Appeals. This committee is made up of representatives from City departments such as Building, Police, Fire and Preservation. A representative of your project must attend. The committee meets every Wednesday at 2:30 at the Civic Center, room 2404.
- The Zoning Board of Appeals is a City Board made up of 7 members. You will present your case to the Board, who in turn will ask you questions to assist in their deliberation. Further, anyone in opposition may present their case and ask questions of you (as you may to them). It takes 4 yes votes to approve a submitted application.
- The City encourages all applicants to discuss their proposal with their neighbors prior to the public hearing.

3. What standards are used to decide? (§6-3-8-12(A)):

To grant a major variance, the Zoning Board of Appeals must find that the request meets the following 7 standards:

1. The requested variation will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties.
2. The requested variation is in keeping with the intent of the zoning ordinance.
3. The alleged hardship or practical difficulty is peculiar to the property.
4. The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out.
5. (a) The purpose of the variation is not based exclusively upon a desire to extract additional income from the property, or
   (b) While the granting of the variation will result in additional income to the applicant and while the applicant for the variation may not have demonstrated that the application is not based exclusively upon a desire to extract additional income from the property, the zoning board of appeals or the city council, depending on final jurisdiction under section 6-3-8-2 of this chapter, has found that public benefits to the surrounding neighborhood and the city as a whole will be derived from approval of the variation, that include, but are not limited to, any of the standards of section 6-3-6-3 of this chapter.
6. The alleged difficulty or hardship has not been created by any person having an interest in the property.
7. The requested variation requires the least deviation from the applicable regulation among the feasible options identified before the Zoning Board of Appeals issues its decision or recommendation to the City Council regarding said variation.

4. Can I Appeal?

An applicant may appeal the decision of the Zoning Board of Appeals to the Illinois Circuit Court. (§6-3-8-6(E)):
ALTA/ACSM LAND TITLE
PLAT OF SURVEY

B. H. SUHR & COMPANY, INC.

(773) 1415 SHERMAN AVE., EVANSTON, ILLINOIS 60201
CHICAGO TELEPHONE BR 3-5315

(847) EVANSTON TELEPHONE UN 4-6315

BOOK 97 PAGE 367
ORDER NO. 97-367

ORDERED BY: WESLEY REALTY GROUP

PARCEL 1: The North 66 4/5 feet of Lot 4 in Block 61 in Evanston in Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: The South 25 feet of Lot 10 and all of Lots 11 and 12 in Block 61 in Evanston in the Southwest quarter of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 1570 OAK AVENUE, EVANSTON, ILLINOIS.

NOTE: PROPERTY LINES ARE CONTIGUOUS WITH STREET AND
ALLEYS.
This map is not a plat of survey. This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.
RECORDATION REQUESTED BY:
BankFinancial, FSB
15W060 North Frontage Road
Burr Ridge, IL 60527

WHEN RECORDED MAIL TO:
BankFinancial, FSB
15W060 North Frontage Road
Burr Ridge, IL 60527

SEND TAX NOTICES TO:
BankFinancial, FSB
15W060 North Frontage Road
Burr Ridge, IL 60527

FOR RECORDER’S USE ONLY

This Mortgage prepared by:
(JM) 1902077281
BankFinancial, FSB
15W060 North Frontage Road
Burr Ridge, IL 60527

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed

THIS MORTGAGE dated July 8, 2016, is made and executed between Oak Ridge Property Evanston, L.L.C., an Illinois limited liability company, formerly known as Oak Ridge Property L.L.C., an Illinois limited liability company, whose address is 1571 Sherman Avenue Annex, Evanston, IL 60201 (referred to below as “Grantor”) and BankFinancial, FSB, whose address is 15W060 North Frontage Road, Burr Ridge, IL 60527 (referred to below as “Lender”).

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor’s right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cook County, State of Illinois:

THE NORTH 66 2/3 FEET OF LOT 4 IN BLOCK 61 IN EVANSTON IN SECTION 18, TOWNSHIP NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1570 Oak Avenue, Evanston, IL 60201. The Real Property tax identification number is 11-18-308-008-0000.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of
limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owner or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer
any stripping of or waste on or to the Property or any portion of the Property. Without limiting the
generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any
timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender’s
prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property
without Lender’s prior written consent. As a condition to the removal of any Improvements, Lender may
require Grantor to make arrangements satisfactory to Lender to replace such Improvements with
Improvements of at least equal value.

Lender’s Right to Enter. Lender and Lender’s agents and representatives may enter upon the Real Property
at all reasonable times to attend to Lender’s interests and to inspect the Real Property for purposes of
Grantor’s compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances,
and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or
occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may
contest in good faith any such law, ordinance, or regulation and withhold compliance during any
proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing
so and so long as, in Lender’s sole opinion, Lender’s interests in the Property are not jeopardized. Lender
may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to
protect Lender’s interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all
other acts, in addition to those acts set forth above in this section, which from the character and use of the
Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender’s option, declare immediately due and payable
all sums secured by this Mortgage upon the sale or transfer, without Lender’s prior written consent, of all or
any part of the Real Property, or any interest in the Real Property. A “sale or transfer” means the conveyance
of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable;
whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract,
contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale,
assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by
any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation,
partnership or limited liability company, transfer also includes any change in ownership of more than
twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as
the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is
prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this
Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes,
special taxes, assessments, water charges and sewer service charges levied against or on account of the
Property, and shall pay when due all claims for work done on or for services rendered or material furnished
to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the
interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender,
and except for the lien of taxes and assessments not due as further specified in the Right to Contest
paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a
good faith dispute over the obligation to pay, so long as Lender’s interest in the Property is not jeopardized.
If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien
arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge
of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or
other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and
attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insure the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds The greater of $10,000.00 or five percent (5%) of the loan amount. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2)
the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Granolor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require
that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations
under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

RESTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors. (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.
Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practicable.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.
Mortgage in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or
registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender’s address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party’s address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor’s current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

THIRD PARTY JUDGMENTS. In addition to the Events of Default set forth above, the service of a citation to discover assets, a garnishment, writ of attachment or other creditor legal process on Lender to enforce a judgment against Borrower shall constitute an Event of Default under the Related Documents even if Borrower is disputing the validity or reasonableness of the claim, debt or obligation upon which the judgment is based. In addition, the entry of a judgment against Borrower shall in and of itself constitute an Event of Default under the Loan Documents, and the Event of Default shall be deemed to have occurred on the date the judgment was entered. This provision shall be deemed part of the Default section of the Note and Related Documents.

GRANTOR’S REPORT ON INSURANCE. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

ADDITIONAL RESTRICTIONS ON TRANSFER. It shall be an immediate Event of Default hereunder if, without the prior written consent of Lender, Grantor shall contract for, commit to or permit any conveyance, sale assignment, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Real Property or any portion thereof. Lender may condition any consent upon such terms and conditions as it may require in its absolute discretion including, without limitation, an increase in the interest rate under the Note, the payment of a fee and the execution of a subordination agreement acceptable to Lender.

FIELD AUDIT. Grantor shall keep and maintain at all times at the Property, the Grantor’s principal place of business or the management agent’s office, and upon Lender’s request shall make available at the Property (or other location acceptable to Lender in its discretion), complete and accurate books of account and records (including copies of supporting bills and invoices and bank statements) adequate to reflect correctly the operation of the Property, and copies of all written contracts, Leases, and other instruments which affect the Property. The books, records, contracts, leases and other instruments shall be subject to examination, inspection and audit at any reasonable time by Lender or its representative.

ADDITIONAL NEGATIVE COVENANT. There will be no change in ownership or management of the Property without prior approval of Lender.

MAXIMUM LIEN AMOUNT ADDENDUM. It is expressly agreed and understood that the Maximum Lien amount as set forth in this Mortgage is $10,600,000.00 plus all items referenced in 735 ILCS 5/15-1302(b)(1-5) which statutory provision is incorporated by reference and made a part hereof.

ADDITIONAL INSURANCE REQUIREMENT. Without limiting the insurance requirements previously set forth herein, throughout the term of the loan, Borrower shall maintain such insurance as the Lender may, from time to time, require including, without limitation:

1. Fire and Extended Coverage Insurance on the Property for the full insurable value of the improvements and in an amount not less than the cost of replacing the improvements.
2. Hazard Insurance covering the Property.
3. Comprehensive General Liability and Property Damage Insurance in an amount acceptable to the Lender.
4. Loss of Rent for not less than six months.

All policies are to be issued by companies acceptable to the Lender and shall contain provisions (a) naming the Lender as Mortgagee and Loss Payee and (b) requiring not less than 30 days written notice to the Lender prior
to cancellation.

WAIVER OF RIGHT OF REINSTATEMENT. Notwithstanding any of the provisions to the contrary contained in this Mortgage, Grantor hereby waives, to the extent permitted under 735 ILCS 5/15-1601(a) or any similar law existing after the date of this Mortgage, any and all rights of reinstatement on Grantor's behalf and on behalf of any other persons permitted to reinstate the property.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Illinois.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.
Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Oak Ridge Property Evanston, L.L.C. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".


Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Oak Ridge Property Evanston, L.L.C.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to
enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means BankFinancial, FSB, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated July 8, 2016, in the original principal amount of $5,300,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 0.550% per annum. Payments on the Note are to be made in accordance with the following payment schedule: 60 monthly consecutive principal and interest payments in the initial amount of $28,125.50 each, beginning August 1, 2016, with interest calculated on the unpaid principal balances at an initial interest rate of 4.000% based on a year of 360 days; and 240 monthly consecutive principal and interest payments, beginning August 1, 2021, with interest calculated on the unpaid principal balances at an interest rate based on the One Year Constant Maturity Treasury Rate as published in the Wall Street Journal in effect on the Change Date, plus a margin of 3.000%, adjusted if necessary for the minimum and maximum rate limitations for this loan. Grantor's final payment will be due on July 1, 2041 and will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Note be less than 4.000% per annum or more than (except for any higher default rate shown in the Note) the lesser of 10.000% per annum or the maximum rate allowed by applicable law. Notwithstanding the above provisions, the maximum increase or decrease in the interest rate at any one time on the Note will not exceed 2.000 percentage points. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR
OAK RIDGE PROPERTY EVANSTON, L.L.C.

By: Albert Belmonte, Manager of Oak Ridge Property Evanston, L.L.C.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

On this 7TH day of JULY, 2016 before me, the undersigned Notary Public, personally appeared Albert Belmonte, Manager of Oak Ridge Property Evanston, L.L.C., and known to me to be a member or designated agent of the limited liability company that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the limited liability company.

By: Elvira Mehicevic

Residing at 532 Custer, Evanston, IL 60202

Notary Public in and for the State of ILLINOIS

My commission expires 3/17/2021

ELVIRA MEHICEVIC
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires March 17, 2021

Staff Present: M. Rivera

Others Present:

Presiding Member: S. Mangum

A quorum being present, S. Mangum called the meeting to order at 2:34 pm.

**1570 Oak Avenue/1555 Ridge Avenue**

Recommendation to ZBA

Oak Ridge Property Evanston, LLC., applicant, submits for Major Variation to locate required off-street parking for 1570 Oak Avenue to 1800 Maple Avenue, Maple Avenue Self Park garage, a location more than 1,000 feet away, in the R6 General Residential District.

APPLICATION PRESENTED BY: Al Belmonte

DISCUSSION:

- Applicant stated the request to relocate 57 required off-street spaces to the Maple Avenue Garage was primarily due to a lack of demand at 1555 Ridge, and increasing costs associated with maintain the large surface parking lot
- Applicant briefly explained the history of the lot, and noted that demand for parking has steadily declined since he took ownership of it
- Applicant stated that out of the ~100 available spaces, only 33 are leased by residents at 1570 Oak, the remaining leased spaces are utilized by the Post Office, Margarita Inn, and various smaller entities and individuals. The spaces are currently leased well below market rate
- Applicant stated that he has been in contact with the City and confirmed that the 57 spaces are available for lease
- M. Rivera confirmed that the spaces are available and reiterated that they would be leased at market rate and be subject to annual increases
- S. Mangum stated that a five year minimum lease is appropriate and that if 1570 Oak Avenue were sold, the parking obligation would be transferrable
- Applicant stated that moving the required parking spaces would allow for 1555 Ridge to be transferred to a new owner and ultimately developed, which the value of the land and it’s location near downtown demands
- S. Mangum asked if any residents at 1570 Oak would simply utilize street parking if the spaces were moved
- Applicant responded saying that the demand for parking is currently so low and the majority of tenants already use street parking and only lease spaces in the 1555 Ridge lot as a backup or during the winter
- Applicant stated that 1555 Ridge is under contract subject to the parking variation in question
- S. Mangum asked if 1570 Oak has an existing bike room
• Applicant responded that it has a dedicated bike room but most tenants take bikes to their units

M. Griffith made a motion to recommend approval to ZBA, seconded by J. Hyink

The Committee voted, 9-0, to recommend approval to ZBA.

Respectfully submitted,
Michael Griffith
Hello Ms. Klotz,

If memory serves, you are the executive staff member for ZBA. This comment was received for your upcoming 9/17 meeting.

Sent from my iPhone

Begin forwarded message:

From: Vidya <vidya.bal94@gmail.com>
Date: September 15, 2019 at 6:56:08 PM CDT
To: dreid@cityofevanston.org
Subject: Public Comment for 9/17 ZBA meeting re: 1570 Oak Ave/1555 Ridge Ave Variance

Dear Devon,

I am unable to attend the public meeting on 9/17, but request that you consider my public comment regarding the 1570 Oak Ave/1555 Ridge Avenue property.

I am a tenant living at that property, and one of the main reasons I chose to live there is because of the affordable off site parking lot located proximate to, and within easy access of, the property. Relocating off site parking to the Maple Avenue Garage would have two detrimental consequences:

1) The Maple Avenue garage is almost an 11-minute walk away. This increased distance would disadvantage residents who are mobility impaired. This would further inconvenience them during extreme weather conditions, and it is unfair that they be subject to walking longer distances between the parking garage and their place of residence while at the same time paying a much higher cost for parking.

2) As someone noted, the cost of parking at the garage (~$110) is prohibitive to most residents who live at this location. It is more than twice the cost of parking at the current off street parking lot. While one may argue that there is plenty of free public parking available, please note that the street in front of the building (Oak Avenue) does not allow for parking longer than 2-hours which makes it inconvenient for residents to use the public parking spots outside the building. The street proximate to Oak Avenue (Grove Street) has very limited parking spots where you can park longer than 2 hours. While there is public parking available a few blocks away, this would still pose an inconvenience to those who have limited mobility.

I request the ZBA to please consider the needs of mobility impaired residents who are in need of affordable parking located close to their residence.

Please confirm receipt of this comment.
Thanks
Vidya
But they are asking for major zoning relief to lease spaces in the garage. Not exactly compliant.

Gary

On Sep 12, 2019, at 8:58 AM, Michael Griffith <mgriffith@cityofevanston.org> wrote:

Gary Auerbach

The parking variation requested for 1570 Oak Avenue does not eliminate their parking requirement. If approved, it would allow the required parking to be located at a site more than 1,000' from 1570 Oak Street, at the 1800 Maple Avenue, Maple Self Park garage. The parking spaces would be leased from the City at market rate.

DAPR is a recommending body, the final decision on the variation is up to the City Council.

Respectfully,
Michael Griffith
Development Planner
Planning & Zoning Division
Community Development Department
Morton Civic Center
City of Evanston

2100 Ridge Ave. | Evanston, IL 60201 | 847-448-8230
mgriffith@cityofevanston.org | cityofevanston.org

Call 311 to make an appointment, 847-448-4311, or available for walk-ins at the Building Permit Desk on Thursdays

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On Fri, Sep 6, 2019 at 3:15 PM gary auerbach <glauberbach@icloud.com> wrote:
Another developer that wants to avoid its obligation to provide parking. If developers want to use the city garages they should pay the city a substantial fee to compensate the city for its cost of construction and maintenance of the garages. It seems every developer is doing the same thing and taking advantage of the city. Time to put a stop to this raid on city largesse

Gary

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From: City of Evanston <cityofevanston@public.govdelivery.com>
Date: September 6, 2019 at 2:57:42 PM CDT
To: <gauerbach@muchshelst.com>
Subject: [EXTERNAL] DAPR agenda - September 11, 2019
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DESIGN AND PROJECT REVIEW COMMITTEE (DAPR)
Wednesday, September 11, 2019
2:30 P.M.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2404

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

II. MINUTES: September 4, 2019, meeting minutes to be reviewed at the September 18, 2019, meeting.

III. OLD BUSINESS

1. 2503 Eastwood Avenue
   Recommendation to ZBA
   St. Athanasius Parish, applicant, submits to amend their Special Use permit to expand their staff parking lot from 14 to 26 parking spaces, in the R1 Single-Family Residential District.

IV. NEW BUSINESS

1. 1570 Oak Avenue/1555 Ridge Avenue
   Recommendation to ZBA
   Oak Ridge Property Evanston, LLC., applicant, submits for Major Variation to locate required off-street parking for 1570 Oak Avenue at 1800 Maple Avenue, Maple Avenue Self Park garage, a location more than 1,000 feet away, in the R6 General Residential District.

IV. ADJOURNMENT

The next DAPR meeting is scheduled for **Wednesday, September 18, 2019**, at 2:30 pm in Room 2404 of the Lorraine H. Morton Civic Center.

Respectfully,
Michael Griffith
Development Planner
Planning & Zoning Division
Community Development Department
Morton Civic Center
City of Evanston

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