



# LAND USE COMMISSION

Wednesday, May 25, 2022  
7:00 P.M.

Lorraine H. Morton Civic Center, 2100 Ridge Avenue, James C. Lytle City Council Chambers

## AGENDA

Those wishing to make public comments at the Land Use Commission meeting may submit written comments in advance or sign up to provide public comment in-person during the meeting by calling/texting 847-448-4311 or completing the Land Use Commission meeting online comment form available by clicking [here](#), or visiting the Land Use Commission webpage, <https://www.cityofevanston.org/government/land-use-commission>, clicking on How You Can Participate, then clicking on Public Comment Form. Community members may watch the Plan Commission meeting online at [www.cityofevanston.org/channel16](http://www.cityofevanston.org/channel16) or on Cable Channel 16.

### I. CALL TO ORDER/DECLARATION OF A QUORUM

### II. APPROVAL OF MEETING MINUTES: May 11, 2022

### III. OLD BUSINESS

#### A. Appeal | 1566 Oak Avenue | 22ZMJV-0031

Chris Dillow, appellant, appeals the decision of the Determination of Use issued by the Zoning Administrator on March 17, 2022, regarding operations of Connections for the Homeless at the Margarita Inn at 1566 Oak Avenue, which found the operations to be consistent with the Zoning Ordinance definition for Rooming House (Section 6-18-3) and also found existing Special Use Ord. 51-O-74, adopted in 1974, is no longer valid. The Land Use Commission is the determining body for this case in accordance with Section 6-3-9-8 of the Evanston Zoning Code and Ordinance 92-O-21. **Due to an initial vote of 4-3 on a motion to uphold the Zoning Administrator's decision, the appeal was continued to this meeting in order to obtain a concurrent vote of 6, a majority of the current 10 Commission seats.**

### IV. NEW BUSINESS

#### A. Major Adjustment to a Planned Development | 1571 Maple Avenue | 22PLND-0032

1571 Maple Avenue, LLC, applicant, submits for a major adjustment to the planned development approved by ordinance 19-O-15, and amended by ordinances 61-O-16 and 147-O-18 in the D3 Downtown Core Development District. The applicant is requesting to modify the number of required leased parking spaces from 55 to 0, terminating the existing parking lease between the applicant and the City of Evanston. The Land Use Commission makes a recommendation to the City Council, the determining body for this case, in

accordance with Section 6-3-9-8 of the Evanston Zoning Code and Ordinance 92-O-21.  
**Staff requests that this item be continued to the June 8, 2022 Commission meeting.**

**B. Special Use | 1026 Davis Street | 22ZMJV-0034**

Renee Ruffing, applicant on behalf of Beacon Academy, requests a Special Use Permit for a Private Educational Institution at 1026 Davis Street in the D2 Downtown Retail Core District (Zoning Code Section 6-11-3-4). The Land Use Commission makes a recommendation to the City Council, the determining body for this case in accordance with Section 6-3-5-8 of the Evanston Zoning Code and Ordinance 92-O-21.

**C. Appeal | 1566 Oak Avenue | 22ZMJV-0035**

Andrew Scott, attorney on behalf of 1566 Oak Ave. LLC, appeals the decision of the Determination of Use issued by the Zoning Administrator on March 17, 2022, regarding operations of Connections for the Homeless at the Margarita Inn at 1566 Oak Avenue, which found the operations to be consistent with the Zoning Ordinance definition for Rooming House (Section 6-18-3) and also found existing Special Use Ord. 51-O-74, adopted in 1974, is no longer valid. The Land Use Commission is the determining body for this case in accordance with Section 6-3-9-8 of the Evanston Zoning Code and Ordinance 92-O-21.

**V. COMMUNICATION**

**VI. PUBLIC COMMENT**

**VII. ADJOURNMENT**

The next meeting of the Evanston Land Use Commission will be held on **Wednesday, June 8, 2022, at 7:00 pm, in the James C. Lytle Council Chambers in the Lorraine H. Morton Civic Center.**

*Order & Agenda Items are subject to change. Information about the Land Use Commission is available at: <https://www.cityofevanston.org/government/land-use-commission>. Questions can be directed to Meagan Jones at [mmjones@cityofevanston.org](mailto:mmjones@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 847-866-5095 (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 (TDD).*



**MEETING MINUTES**  
**LAND USE COMMISSION**

Wednesday, May 11, 2022  
7:00 PM

Lorraine H. Morton Civic Center, 2100 Ridge Avenue, James C. Lytle City Council Chambers

Members Present: Myrna Arevalo, John Hewko, Jeanne Lindwall, Kiril Mirintchev, Max Puchtel, Matt Rodgers, Kristine Westerberg

Members Absent: Violetta Cullen, George Halik, Brian Johnson

Staff Present: Johanna Nyden, Melissa Klotz, Meagan Jones,

Presiding Member: Matt Rodgers

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**Call to Order**

Chair Rodgers opened the meeting at 7:06pm. A roll call was then done and a quorum was determined to be present.

**Approval of April 13, 2022 Meeting Minutes**

Ms. Jones pointed out several edits to be made. Commissioner Westerberg then made a motion to approve the Land Use Commission meeting minutes from April 13, 2022 as amended. Seconded by Commissioner Puchtel. A voice vote was taken and the motion passed, 5-0, with two abstentions.

**New Business**

**A Appeal | 1566 Oak Avenue | 22ZMJV-0031**

**Chris Dillow, appellant, appeals the decision of the Determination of Use issued by the Zoning Administrator on March 17, 2022, regarding operations of Connections for the Homeless at the Margarita Inn at 1566 Oak Avenue, which found the operations to be consistent with the Zoning Ordinance definition for Rooming House (Section 6-18-3) and also found existing Special Use Ord. 51-O-74, adopted in 1974, is no longer valid. The Land Use Commission is the determining body for this case in accordance with Section 6-3-9-8 of the Evanston Zoning Code and Ordinance 92-O-21.**

Ms. Klotz read the case into the record then noted that the application was revised on April 30th to include co-appellant John Cleave and that one comment within the meeting packet is actually a request for a continuance of the agenda item. Chair Rodgers explained the common operating procedures regarding continuances, explaining that testimony will still be taken at this meeting.

### Presentation

John Cleave, co-appellant, provided a presentation explaining his appeal and arguing that calling the use a rooming house violates special use standards (note: a Special Use application is not being considered as part of this appeal) and that there are several other special uses in the code that more closely describe how Connections for the Homeless is using the Margarita Inn, including: Transitional Shelter, Transitional Treatment Facility and Assisted Living Facility. He pointed out that Connections for the Homeless has referenced themselves as being a shelter and provides a number of supportive services to provide physical and mental healthcare as well as substance abuse care for residents that need those services.

Mr. Cleave also noted that as of 2018, there were 46 rooming houses in the City and they do not operate as Connections for the Homeless operates. He continued, explaining that designating the Margarita Inn as a Rooming House violates four Special Use standards then explained that if the City designates the Inn as a rooming house, the City loses some ability to control what occurs at the property. He also noted that there has been a sharp increase in police and medical calls to the site, 260 total, at an average of 3 a week since Connections for the Homeless began using the Margarita Inn. This diminishes desirability and property values of both residential and commercial properties near the site and drains Police and Fire services. He then urged the Commission to not uphold the Administrator's decision as it opens the door to other similar applications and holds the use to the laxest standards. The City, Commission and Connections should work together to figure out the best definition and solutions.

### Questions

Commissioner Puchtel asked Mr. Cleave which use he believes should be assigned. Mr. Cleave responded that it should be a transitional shelter but it is a conundrum because it provides temporary shelter as well as extensive social services and programs. It is a unique model. He provided other examples in other municipalities that worked to define what the use is and what actually occurs at the site.

Chair Rodgers then asked Ms. Klotz if she would like to provide insight into her decision making process. Ms. Klotz stated that she did not deem the use to be a transitional shelter due to the amount of time people are staying at the Margarita Inn. Transient quests are specifically defined in the code and the average stay for people staying at the Inn currently is 9 to 10 months or more. A transitional treatment facility did not fit as the zoning ordinance specifically designates that use for drug habilitation. Assisted Living facilities are licensed by the state under assisted living licensing and zoning uses the same use interpretation for that and therefore deemed this use was not an assisted living facility.

Westerberg doesn't rooming house push the limit on rooming house. Klotz responded that she considered it. The definition does not say that services cannot be provided and gave the YMCA as an example of a use that provides other programming or services as needed.

Westerberg inquired if zoning addresses the issue of licensing of these facilities and what can be provided. Ms. Klotz responded that in certain uses this does occur; some uses are licensed through the state and other licensing occurs through the Health Department.

Puchtel inquired if there were other examples of transitional shelters and rooming houses that were referenced to help in decision. Ms. Klotz responded that the YWCA operates as a rooming house but is also a domestic violence shelter that provides supportive services as well. There are a variety of smaller multi-family buildings that non-profits run that fly under the radar since they are residential. Boys Hope and Girls Hope with about 15 or so teenage students that operate as a rooming house and live there during the school year and some services are provided. Ms. Klotz then explained that she believes that transitional shelter was established after Hilda's Place got established so there may not have been a use established since then.

Commissioner Lindwall inquired if there was a separate definition for the Boys & Girls Hope. Ms. Klotz confirmed that it is a child residential care home - type II.

Ms. Klotz also explained that there are a variety of other rooming house examples but most of those buildings do not have supportive services.

Commissioner Westerberg asked what oversight the City has regarding rooming houses. They are a special use so conditions can be added to provide as much oversight as the City wants but there is no one standard.

#### Public Comment

Chair Rodgers asked that speakers reference the appeal that is before the Commission at this meeting and not other items.

Chris Dillow stated that the guests at the YMCA pay rent, are vetted, are prohibited from using drugs/alcohol and there are fewer services provided. This does not compare to how the Connections for the Homeless/Margarita Inn operates. He explained that in March 2020 the City authorized Connections to operate a Homeless Shelter, many documents reference this use as a shelter and that emergency order ended in May 2020. He added that the use goes against occupancy limits and ignores the previously established MOU prohibiting alcohol. Mr. Dillow then stated that there are a large number of individuals there with no criteria and parameters on who can stay, resulting in 265 calls to the site, 5 times the amount per resident at Albany Care for which there are attempts to revoke its license. He expressed that changing sheets once a week is not enough regulatory oversight to call this a rooming house and the Commission should decide to view it as the City has previously referenced.

Eric Paset explained that he has been involved in real estate for 45 years and that this use adversely affects the neighborhood. The tax burden has been shifted to landlords and they have been forced to raise rents. He shared that some residents in his building

will not renew their leases due to Margarita Inn being next door and he has had to lower rents while expenses have increased. Mr. Paset then suggested that residents would not be appealing if the Margarita Inn had been good neighbors and that he does not see problems at other locations as seen here: tons of congregating, harassing neighbors, demanding money. The neighborhood has changed and partially because of this building

Tina Paden expressed that there are differences between the YMCA and Margarita Inn. She provided reference from Connections for the Homeless' presentation defining transitional shelter and a rooming house, then provided a comparison of the operations for each. Ms. Paden then explained that staff had responded to questions at the Homeless and Housing Commission regarding how long people stay at each; YMCA was up to 20 years and Connections averaged 265 days. She also pointed out that Connections for the Homeless has referenced themselves as a shelter. She then referenced the increased calls to the site and asked the Commission to call the Inn what it is then follow the code accordingly with a 30 occupant maximum.

Jenny Sovary has been a donor and volunteer at Connections, seen their operations and has seen that they are doing their work properly. She then explained that she has purposely walked, run, driven and rode her bike past the site and has not seen extreme cases previously mentioned. She finished by stating she purposely moved back to Evanston for its inclusiveness and that the City should walk the walk.

Nia Tavoularis, Director of Development for Connections for the Homeless, stated she is proud to be part of leadership with 90 employees. She explained that the organization delivers services to those with housing insecurity and indicated that she will respond in full to concerns raised at the proper time. She stated that last year the organization served 4000 people with homeless prevention, bridge housing, and long term support. 300+ people were housed over the last year, at one point in 3 different hotels there is currently a waitlist of over 50 people. She then explained that the Inn is using a program that uses hotels and rooming houses (as started during the pandemic) and that Connections partners with other organizations. Services are provided including mental health, but are not required of residents. Ms. Tavoularis explained that the primary reason for using the Margarita Inn is location and what it provides (rooms, staff space, close to transit and other services) and that those benefits deserve to be used by the building residents, adding that a majority of residents are from Evanston. She then stated that Connections for the Homeless is refining bridge housing, adding staff, adjusting programming and is open to new solutions but the current model works well.

Chair Rodgers asked what the process for intake is. Ms. Tavoularis walked through the process explaining that people are provided shower services, food and other items. A person is able to sit with a case manager (part of street outreach) during drop-in hours, where they would be asked what their needs are. She then expressed that some people fully explain their circumstances, others do not. There is not a place to scoop people up and immediately place them (i.e. at the Margarita Inn). Diversion services are provided if possible. She added that they do offer access to the Pacific Garden Mission as it takes

weeks to get into the Margarita Inn and this is part of the continuum of care and a big part of consideration is the vulnerability level, how vulnerable is someone to death if they do not get help.

Linda Baum stated that she does not understand, if this is a rooming house, how residents determine where problems are coming from. She explained that she sees drug sales and use and urinating in the alley. Ms. Baum then expressed that she does not believe there has not been furor because Connections operated well, but because of Covid and seeing the need for housing. She stated that there need to be better regulations and perhaps intake procedures. She finished by stating the use is not a rooming house, it is a homeless shelter and code should be followed.

Mike Joyce stated that the use is not considered transitional but if a resident is not paying rent, why not stay? He stated that neighbors have not had issues with anyone at YMCA or YWCA. He shared that he has heard arguing in the middle of the night at the Margarita Inn and he does not know what is being done to fix issues that have arisen. He then expressed that the comparison to the YMCA and YWCA is ridiculous.

Mr. Cleave explained that ultimately residents are connected to Evanston and want to work to correct issues. Mr. Dillow added that everything Connections for the Homeless said is spot on and proves they are a transitional shelter; the City should start there and move on.

Chair Rodgers then revisited the request for continuance that was submitted in the meeting packet from Andrew Scott, legal representation on behalf of the owner of 1566 Oak Ave LLC, expressed that the reason behind requesting the continuance was because there were a number of different items relating to the use of the Margarita Inn that needed to be addressed and he believed it made more sense to hear and discuss all of those issues within the same meeting, however, that has not occurred. William McKenna, legal representation on behalf of Connections for the Homeless (along with Donna Pugh), they have comments to make regarding the Zoning Administrator's decision and would assist Mr. Scott when he is able to present.

Chair Rodgers expressed that his feelings are that the two appeals are two different cases dealing coming at the determination from different approaches. The next appeal he believes relates to whether the special use granted in 1974 is still valid and it is current practice to permit testimony even when a continuance is received and granted. He added that he does not believe the current appeal relates to the upcoming appeal nor does he know that granting the continuance assists anyone. Mr. Scott responded that he believes some of the issues and questions raised by Mr. Cleave relate to the upcoming appeal especially relating to special use standards. Chair Rodgers reiterated that the Commission is not to decide on a special use or those standards at this meeting, solely on the appeal of the Zoning Administrator's decision on what the use is.

Mr. McKenna requested that if the Commission decides tonight, he asks that the Commission also consider their case at this meeting. Chair Rodgers explained the

thought process of hearing items separately, is the Commission can determine that the use is a transitional shelter, in which case the rooming house issue is settled. Then the question is whether the 1974 special use is still valid based on the current use of the property. He stated that he would prefer to settle this issue then allow the 2nd appeal to be heard at the next hearing. Mr. McKenna stated that Connections believes this is properly use a rooming house and is a party to the case being heard and would prefer to present their views on what is being heard

Mr. McKenna explained that he supports the Zoning Administrator's decision but that each of the issues must be taken in the context. He expressed that several speakers had thrown around the term homeless shelter which is not in the code. He explained that the current operations align with a rooming house. Lodging excluding food service is provided to residents. 75\$ per room is paid to the owner by Connections for the Homeless and it does not operate food service; it provides donated food but not a bundled item for sale. He explained that he believes this is a rooming house based on this fact. Mr. McKenna continued, stating that a transitional shelter does not match; residents are not required to leave 12 hours a day. The assisted living definition does not apply due to not providing assistance with daily living and activities. Connections for the homeless does not provide 24 hour service to residents. If in need of a special use permit, Connections will apply for one and be subject to standards and conditions. It operates similar to the YMCA

Commissioner Puchtel asked if it is decided that the use is a transitional shelter, what that would mean. Mr. McKenna explained that a transitional shelter places a different limitation on maximum occupants and that currently Inn residents have full utilization of their rooms all day and are not shifted out 12 hours a day. He concluded that Connections for the Homeless could not run Margarita Inn as currently run if it was made to be a transitional shelter.

Chair Rodgers revisited the request for a continuance and if there was support to grant it or address the review at the current meeting. Commissioner Westerberg expressed that she prefers to address tonight. There was no disagreement from other Commissioners and the

Chair closed the hearing.

#### Deliberations

Chair Rodgers emphasized that the discussion before the Commission is whether or not the Zoning Administrator's made an error in her decision on the current use being a rooming house.

Commissioner Lindwall agreed that rooming house seems to be the best fit but there is discussion on how this operates that shows this is not really a rooming house but a hybrid model that does not really fit an existing definition. She then asked if the Commission needed to use existing definitions or can it work to create a more fitting definition. Chair Rodgers replied that the Commission must use the current definitions

since this item is before the Commission at this particular time. If Connections for the Homeless is asked to submit a special use permit application they would need to choose a definition to apply for in order to move forward. Commissioner Lindwall suggested that they could do a text amendment. Rodgers agreed and added that it would prolong the process with no guaranteed approval.

Commissioner Lindwall expressed that both sides make strong arguments and the issue is there is no current definition that really fits the current operations. Depending on how the 2nd appeal is resolved, there would still be issues with considering proper definition. Chair Rodgers responded that there would be something to apply the standards to and that the Commission's decision needs to be made based on current definitions that the code has.

Westerberg choosing based on the existing definitions is the real dilemma. Does not appear to be a rooming house based on social services that need to be available. Residents do not pay rent even though Connections does pay the owner of the building. Rooming house definition does not seem to fit.

Commissioner Puchtel directed Commissioners to page 20 of the meeting packet. He then explained that the Commission is not trying to decide suitability of current definitions but is trying to decide if the Zoning Administrator's decision was arbitrary, ill-considered or erroneous. He expressed that, given the definitions available at the time; the Zoning Administrator picked the closest one feasible.

Ms. Westerberg confirmed that the Commission is judging the decision of the Zoning Administrator's decision and not on the appropriateness of the available definitions. Chair Rodgers confirmed this to be the case and that the Commission is not creating new definitions for this case. He added that, given the definitions that the Code currently has, the Commission needs to look at if the Zoning Administrator's decision appears to be correct. He then expressed that there are some things that concern him regarding how the Margarita Inn currently operates. If possible tenants are being asked to wait, that does not address an emergency. Chair Rodgers then pointed out that in a rooming house, compensation is direct or indirect; there is indirect payment with Connections paying for the rooms being used. He believes

Commissioner Hewko inquired what the practical outcome is with regards to Connections operations and upcoming cases; current use does not fully meet any definitions. Chair Rodgers responded that he believes that is being premature as it will not immediately address issues raised by the neighbors which are legitimate issues. Based on the appeal, the Commission is looking at whether or not the use is that of a rooming house or something else based on definitions in the Zoning Code. He acknowledged that the use does not fit easily into any existing definitions.

Commissioner Hewko stated that issues that have been expressed cannot be solved with a different definition. Chair Rodgers expressed concern that the process has gotten this far and Connections for the Homeless has not applied for anything as typically

when someone is found to be in violation does occur. The appeal stops the process. If the special use for this property is found to not be valid, then Connections for the Homeless will not be operating validly. He then explained that he would like to see a Special Use application submitted so that there is an application in hand and explained the proposed process of review based on the appeals received and if a special use application is submitted by Connections for the Homeless.

Commissioner Lindwall expressed that the question is simple: is this a rooming house or something else? Given the operation description that Connections for the Homeless gave she does not think it is a rooming house and it is not the same as the YMCA or student rooming houses in other neighborhoods. Commissioner Westerberg agreed. Commissioner Puchtel responded by asking if she was then saying the Administrator's decision was arbitrary, ill-considered or erroneous. Ms. Lindwall responded that it was perhaps erroneous.

Commissioner Arevalo stated that she agrees with the Zoning Administrator's decision. In a transitional shelter you do not really live anywhere permanently; you have to carry all of your belongings with you every day and have to be out of the shelter for 12 hours, hoping you can get back in after that time.

Commissioner Mirintchev explained that the Zoning Administrator made a decision based on definitions in the Code and believes the decision to call it a rooming house was correct. He added that he does not think there is a definition that truly matches what the business model of Connections is.

Commissioner Hewko asked if one does not feel the current use does not meet the definition of a rooming house, does that mean we are calling it a transitional shelter or something else. Chair Rodgers responded that it must fit existing definitions if the Commission does not feel it is a rooming house.

Commissioner Lindwall suggested that a text amendment could be requested. Chair Rodgers agreed that this is an option

Ms. Klotz recommended making a determination on what use is or if a text amendment should be made. It should not be left to Connections for the Homeless to determine as that could continue to be appealed.

The Commission then reviewed the Standards for Determination of Use

1. Met
2. Met
3. Some disagreement occurred among Commissioners with Commissioner Lindwall explaining that this use being reviewed is different from other uses that are defined in the code; she did not believe this standard was met.
4. Met
5. Met

**Commissioner Lindwall made a motion to uphold the Zoning Administrator's decision. Seconded by Commissioner Westerberg. A roll call vote was taken and the motion failed, 4-3. This case was, therefore, automatically continued in order to get six concurrent votes, in favor of approving or in favor of denying an item, required for cases in which the Commission is the determining body.**

Chair Rodgers expressed that he would like to request that Connections for the Homeless submit a special use application within the next 10 days so that the case is on the docket and momentum on this is not lost should the appeal at the next meeting regarding the existing special use fail. That special use review would then be a time for conditions to be placed on the operations should it be approved. Mr. McKenna responded that that will be done.

### **Communications**

Ms. Klotz explained that there is another appeal on the agenda for the next meeting; six concurrent votes will be needed for both appeals and she requested that Commissioners make best efforts to be in attendance.

### **Public Comment**

Mr. Cleave thanked the Commission for reviewing the case and making a difficult decision.

### **Adjournment**

Commissioner Lindwall motioned to adjourn, Commissioner Puchtel seconded, and the motion carried.

Adjourned 9:15 pm

Respectfully submitted,

Meagan Jones, Neighborhood & Land Use Planner

Land Use Commission  
Recommending Body

1026 Davis St.  
Special Use Permit for  
Private Educational Institution



# Memorandum

To: Members of the Land Use Commission

From: Johanna Nyden, Director of Community Development  
Katie Ashbaugh, Planner

Subject: 1026 Davis Street | 22ZMJV-0034  
LUC Recommending Body  
City Council Determining Body

Date: May 20, 2022

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Notice – Published in the May 5, 2022 Edition of the *Evanston Review*:

Renee Ruffing, applicant on behalf of Beacon Academy, requests a Special Use Permit for a Private Educational Institution at 1026 Davis Street in the D2 Downtown Retail Core District (Zoning Code Section 6-11-3-4). The Land Use Commission makes a recommendation to the City Council, the determining body for this case in accordance with Section 6-3-5-8 of the Evanston Zoning Code and Ordinance 92-O-21.

Recommendation:

Staff and the Design and Project Review Committee (DAPR) recommend approval of a Special Use Permit to allow a Private Educational Institution at 1026 Davis Street in the D2 Downtown Retail Core District with the following conditions: 1) no morning drop-offs and afternoon pick-ups at this location and 2) no window screening to block the view into the space. The applicant complies with the special use standards for this district.

Background:

The site, an approximately 4,250 square-foot tenant space at 1026 Davis Street, is located on the south side of Davis Street, just east of the intersection of Davis Street and Oak Avenue in the D2 Downtown Retail Core District. The site consists of multiple tenants, including the following type 2 restaurants: Five and Dime (not in operation at the time of this report); Taco Diablo, Lulu's and Blue Horse Tavern. Only Five and Dime has direct access to the existing rooftop deck. Below is a summary table of existing surrounding properties' zoning and uses:

<b>Surrounding Zoning and Land Uses</b>	<b>Zoning</b>	<b>Land Use</b>
<b>North (across Davis St)</b>	D2 Downtown Retail Core District	Retail services; retail goods; art school

<b>South</b>	R6 General Residential District	Multi-family
<b>East</b>	D2 Downtown Retail Core District	Type 1 restaurant, commercial
<b>West</b>	D2 Downtown Retail Core District	Type 2 restaurant

On October 28, 2013, the City Council adopted Ordinance 112-O-13 (linked below) for a special use permit allowing Beacon Academy to open its first location at 622 Davis Street. This location is in the D2 Downtown Retail Core District, approximately 4 blocks east on Davis Street from the proposed new location at 1026 Davis Street. The City is not aware of any issues or complaints with regard to this location as of the issuance of this report.

On October 26, 2015, the City Council adopted Ordinance 132-O-15 (linked below) for a special use permit allowing Beacon Academy to open its second location at 1560 Sherman Avenue. This location is in the D3 Downtown Core Development District, approximately 3 blocks east and 2 blocks south from the proposed new location at 1026 Davis Street. The City is not aware of any issues or complaints with regard to this location as of the issuance of this report.

At present, nearly 200 high school students are enrolled at Beacon Academy, a Montessori/International Baccalaureate High School, and use the aforementioned properties. Between the two aforementioned properties, approximately 21,000 square feet of classroom, office, and community space is used. School hours are from 7:30 am to 4:30 pm, with classes scheduled from 8:45 am and 3:30 pm.

Proposal:

The applicant proposes operating a Private Educational Institution at 1026 Davis Street. The Zoning Ordinance currently defines this use as:

*Educational Institution - Private:*

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

The applicant is proposing to use the single-story, +/- 4,250 square-foot tenant space as a satellite location of Beacon Academy for its existing student body, to be known as the 1026 Davis Arts Annex. It will serve as a visual arts and gallery space, theater/music practice space, faculty work space, and flexible classroom space. As shown on the attached floor plan, the space will be used more specifically as follows: approximately 1,024 square feet for a reception and community area as well as office space and bathrooms at the front of the space facing Davis Street; approximately 1,400 square feet each for 2 classrooms in the middle of the space, and the remaining 953 square feet for storage. Interior changes are minimal and no work is proposed or anticipated for the exterior at this time.

The applicant anticipates that no more than 50 faculty and students will be at the subject property on a regular basis. Students, faculty, and staff will access the location by foot as they go between the other two locations at 1560 Sherman Avenue and 622 Davis Street.

Additional uses beyond daily classroom use may include: afternoon, post-school day weekly faculty meetings (approx. 40 people); art exhibitions (approx. 100 people); and small theater performances (approx. 140 people). The applicant plans for the art exhibitions and performances to be periodic and guests would be directed to use the Maple Avenue parking garage, metered parking, and public transit to attend said events. The applicant also plans to allow faculty and staff to use the space during the summer to prepare for the upcoming school year.

No additional zoning relief is required. As of the release of this report, no letters in objection to or in support of the proposed use have been received.

Ordinances Identified for Requested Relief:  
6-11-3 D2 Downtown Retail Core District

6-11-3-4 Special Uses: The following uses may be allowed in the D2 Downtown Retail Core District, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:  
Educational institution—Private  
(among others listed)

Comprehensive Plan:

The Comprehensive General Plan encourages adaptive reuse along existing commercial corridors that add foot traffic, as well as convenience for the residents that live in or near the downtown who choose to utilize local schools. The Comprehensive Plan specifically includes:

Objective: Promote the growth and redevelopment of business, commercial, and industrial areas.

Objective: Recognize and support the strong role neighborhood business districts play in Evanston's economy and its identity.

Design and Project Review (DAPR) Discussion and Recommendation:

On May 17, 2022, the DAPR Committee considered the proposed operation of a Private Educational Institution for the subject property. The applicant described its plans for the tenant space at 1026 Davis Street and stated that this space will be used for its current student body. Staff asked if the applicant does not intend to use this location as an additional pick up and drop off location, which the applicant confirmed. Staff asked about their plans for the front of the space facing Davis Street. The applicant stated that they plan to have a television screen in the window that will rotate student artwork and can ensure that the front of the space is used and shows activity occurring within the

space to contribute to the active street frontage on Davis. The Committee unanimously recommended approval with the following conditions: 1) no morning drop-offs and afternoon pick-ups at this location and 2) no window screening to block the view into the space.

Special Use Standards:

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

1. **Is one of the listed special uses for the zoning district in which the property lies; Standard met.** The proposed use, a Private Educational Institution, is listed as an eligible special use within the D2 Downtown Retail Core District.
2. **Complies with the purposes and the policies of the Comprehensive General Plan and the Zoning ordinance; Standard met.** The proposed use is compliant with the Zoning Ordinance and the Comprehensive General Plan. The proposed use will promote additional growth of existing Evanston businesses and support proximate business by serving as a periodic event venue for student exhibitions and performances.
3. **Does not cause a negative cumulative effect in combination with existing special uses or as a category of land use: Standard met.** The proposed use is complementary to the surrounding downtown district and increased pedestrian activity will likely benefit proximate businesses.
4. **Does not interfere with or diminish the value of property in the neighborhood: Standard met.** The proposed use is located 2-4 blocks from its supporting school locations in the downtown and the applicant has operated its existing location in a manner compatible with the neighborhood.
5. **Is adequately served by public facilities and services: Standard met.** The building is served by adequate sidewalks, streets, both CTA and Metra stations, and is located within walking distance of 2 public parking garages.
6. **Does not cause undue traffic congestion: Standard met.** The building is served by adequate sidewalks, streets, both CTA and Metra stations, and is located within walking distance of 2 public parking garages. The subject property will not be permitted to be used as a pick up/drop off location for students per the condition of approval.
7. **Preserves significant historical and architectural resources: N/A**
8. **Preserves significant natural and environmental resources: N/A**
9. **Complies with all other applicable regulations: Standard met.** The proposed use complies with all other applicable regulations.

Attachments:

1. Street View
2. Aerial Photo
3. Zoning Map
4. Applicant's Special Use Application Materials
5. Operational Narrative
6. Floor Plans - proposed
7. DAPR Draft Meeting Minutes Excerpt – May 17, 2022
8. [Ordinance 112-O-13, 622 Davis Street Special Use Permit](#)
9. [Ordinance 132-O-15, 1560 Sherman Avenue Special Use Permit](#)

1026 Davis St – street view

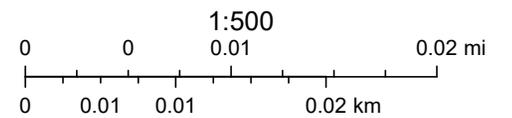


# 1026 Davis St - Aerial



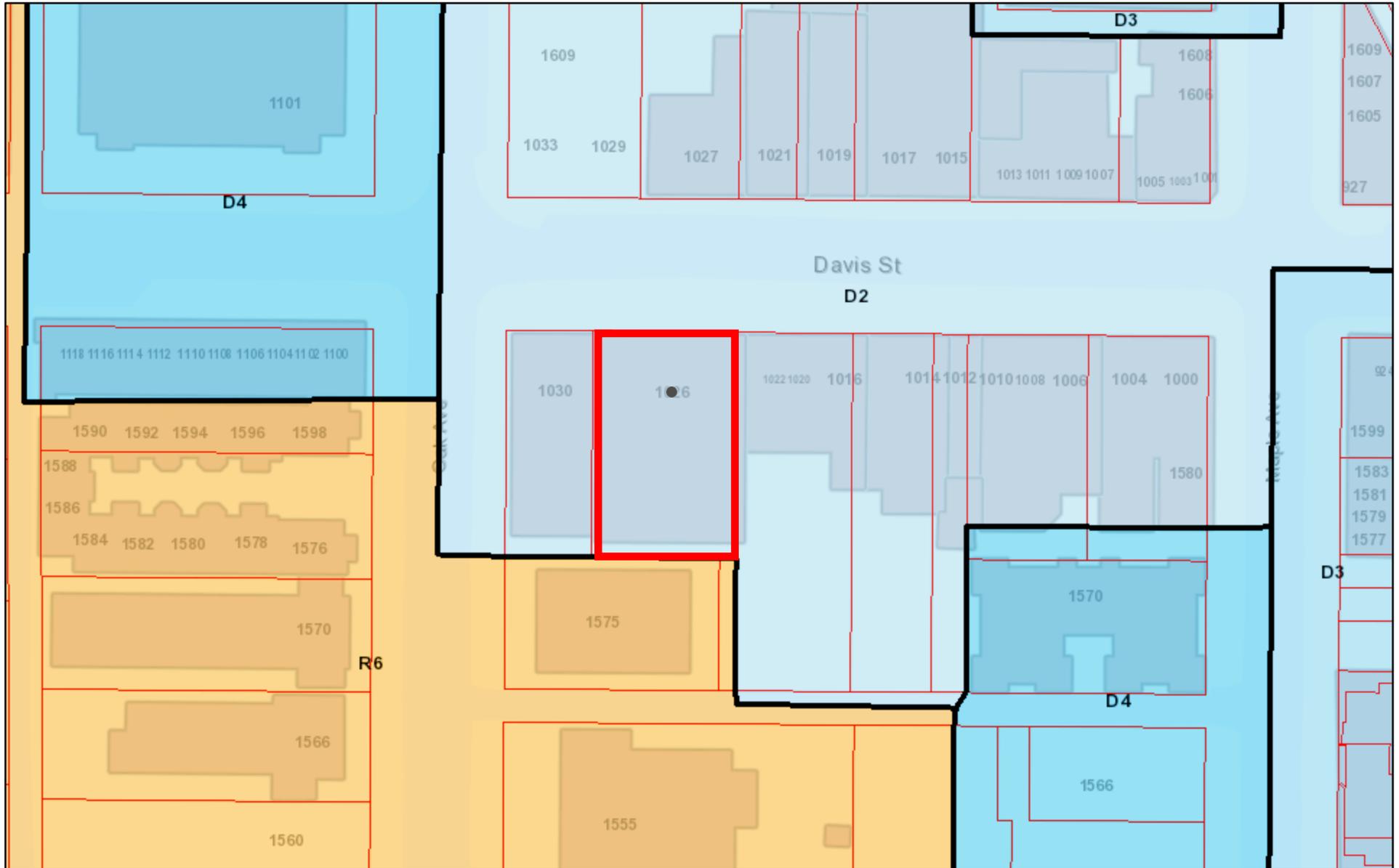
5/10/2022, 3:13:54 PM

-  City Boundary
-  Tax Parcels



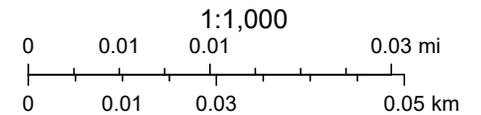
Cook County GIS

# 1026 Davis St - Zoning



5/10/2022, 3:12:50 PM

- |                            |                 |                            |                                |
|----------------------------|-----------------|----------------------------|--------------------------------|
| Zoning Boundaries & Labels | B2 - Business   | C1a - Commercial Mixed-Use | D2 - Downtown Retail Core      |
| Zoning Districts           | B3 - Business   | C2 - Commercial            | D3 - Downtown Core Development |
| B1 - Business              | C1 - Commercial | D1 - Downtown Fringe       | D4 - Downtown Transition       |
| B1a - Business             |                 |                            |                                |





# SPECIAL USE APPLICATION

zoning office use only

CASE # \_\_\_\_\_

## 1. PROPERTY

Address 1026 Davis Street

Permanent Identification Number(s):

PIN 1:  PIN 2:

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

## 2. APPLICANT

Name: \_\_\_\_\_

Organization: Beacon Academy a Montessori High School, an Illinois not-for-profit corporation

Address: 1574 Sherman Avenue

City, State, Zip: Evanston, IL 60201

Phone: Work: 224-999-1177 Home: \_\_\_\_\_ Cell/Other: \_\_\_\_\_

Fax: Work: \_\_\_\_\_ Home: \_\_\_\_\_

E-mail: rruffing@beaconacademyil.org

Please circle the primary means of contact.

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

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

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

Name(s) or Organization: 1026 Davis St, LLC

Address: 2525 Lincoln Street

City, State, Zip: Evanston, IL 60201

Phone: Work: 847-733-2916 Home: \_\_\_\_\_ Cell/Other: \_\_\_\_\_

Fax: Work: \_\_\_\_\_ Home: \_\_\_\_\_

E-mail: martyclass@yahoo.com

Please circle the primary means of contact.

"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."

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

4/20/22  
Date

## 4. SIGNATURE

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

[Signature]  
Applicant Signature -- REQUIRED

4-20-2022  
Date

## 6. PROPOSED PROJECT

A. Briefly describe the proposed Special Use:

Applicant desire to establish an educational institution - Private use at the subject location. The subject location will be used as visual arts and gallery space, theatre/music practice space, faculty work space, and flexible classroom space by Beacon Academy.

## 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, a private educational institution is a special use if the D2 District per section 6-11-3-4 of the Zoning Ordinance.

- 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, downtown Evanston is a dynamic and diverse area that can support many uses. Beacon Academy has been located in Downtown Evanston since 2014 and has been an enhancement to downtown by bringing staff, students and their families into the area to shop, eat and support the downtown.

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

Yes, the existing building is adequately served by all necessary utilities. Beacon's main campus is located at 1574 Sherman, within close walking distance to the subject location. The site is also in proximity to excellent public transportation and several downtown parking structures.

d) Will the requested special use cause undue traffic congestion?

No, downtown Evanston is served by adequate right-of-way and public transportation options. In addition, because the premises will be used by Beacon students who are already attending school at the main campus, this use should not add to traffic congestion.

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

This standard is not applicable to the proposed special use.

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

This standard is not applicable to the proposed special use.

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?

Yes. Specifically, we note that the D2 district intends active use of grade level to promote pedestrian activity. The code was changed in 2020 to provide for active use of grade level instead of retail use of grade level to acknowledge that uses other than retail uses can promote pedestrian activity. The art space will promote pedestrian activity because students will travel from the main school location to this site throughout the day and there will be opportunities for art shows and viewing of art installations during non-school hours.



# City of Evanston DISCLOSURE STATEMENT

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

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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.

Not applicable

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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.)

Not applicable

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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.

Same as Number 3 in the application above.

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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.

Not applicable

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**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.

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See Attachment A

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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.

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Applicant is an Illinois not-for-profit corporation without any members.

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**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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Not applicable

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**BEACON ACADEMY BOARD 2021-22**

<b>President</b> DEVIN MATHEWS Winnetka, IL 60093	<b>Vice President</b> <b>Chair, Trustees Committee</b> DAVID RHIND Chicago, IL 60610
<b>Treasurer</b> SHUBHA CHAKRAVARTHY Evanston, IL 60202	<b>Secretary</b> <b>Chair, Strategic Planning</b> SUSAN SATTELL Chicago, IL 60640
<b>Chair, Facilities Committee</b> ROC RONEY Chicago, IL 60614	<b>Immediate Past President</b> PATTY ABRAMS Chicago, IL 60611
BRADLEY PEACOCK Wilmette, IL 60091	GREG WHITE Chicago, IL 60605
BOB GOLDMAN Evanston, IL 60201	CHRIS AMBROSO Chicago, IL 60622
JEANNETTE SCHAR Mill Valley, CA 94941	COCO SHARP Chicago, IL 60660

**BEACON ACADEMY LEADERSHIP 2021-22**

**Head of School**  
Marja Brandon

**Assistant Head of School**  
Renee Ruffing

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Doc#: 1414956085 Fee: \$44.00  
 RHSP Fee: \$9.00 RPRF Fee: \$1.00  
 Karen A. Yarbrough  
 Cook County Recorder of Deeds  
 Date: 05/29/2014 03:07 PM Pg: 1 of 4

Q

*Return to:*  
 PROPER TITLE, LLC  
 400 Skokie Blvd Ste. 380  
 Northbrook, IL 60062

PT14-00811

[This space reserved for recording data.]

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** (the “**Deed**”), is made as of this 28<sup>th</sup> day of May, 2014, by **AQUARIUS V CORPORATION**, an Illinois corporation (the “**Grantor**”), having an office at 6001 Gross Point Road, Niles, Illinois 60174, to **1026 DAVIS ST. LLC**, an Illinois limited liability company (the “**Grantee**”), having an office at 2525 Lincoln Street, Evanston, Illinois 60201.

**WITNESSETH:**

That the Grantor for and in consideration of the sum of TEN AND 00/100THS DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does **GRANT, REMISE, RELEASE, ALIEN, SELL AND CONVEY** unto the Grantee and its successors and assigns **FOREVER**, all of the real estate, situated in the County of Cook and State of Illinois commonly known as 1026 Davis Street, Evanston, Illinois 60201 and legally described on **Exhibit A** attached hereto and made a part hereof together with the building structures, fixtures, and other improvements located on said real estate (the “**Property**”), subject only to those matters described on **Exhibit B** attached hereto and made a part hereof (the “**Permitted Exceptions**”).

**TO HAVE AND TO HOLD** the Property subject only to the Permitted Exceptions, unto the Grantee and its successors and assigns forever.

Grantor does covenant, promise and agree, to and with the Grantee and its successors and assigns, that it has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as herein recited, and that it **WILL WARRANT AND FOREVER DEFEND** the Property against persons lawfully claiming, or to claim the same, by, through or under Grantor but not otherwise, except for claims arising under or by virtue of the Permitted Exceptions.



Exhibit "A"

Legal Description

Property commonly known as:  
1026 DAVIS STREET  
EVANSTON, IL  
Cook County

PARCEL 1:

THE NORTH 135 FEET OF LOT 5 AND THE NORTH 135 FEET OF LOT 6 (EXCEPT THE WEST 51 FEET 8 7/8 INCHES OF LOT 6) IN BLOCK 62 IN EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

NON EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM PHILIP JUDSON AND ELIZABETH JUDSON, HIS WIFE, TO WILLIAM H. GRANT DATED MAY 19, 1871 AND RECORDED MAY 14, 1872 AS DOCUMENT NUMBER 30726, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND: THE SOUTH 10 FEET OF THE NORTH 135 FEET OF THE WEST 51 FEET 8 7/8 INCHES OF LOT 6 IN BLOCK 62 IN EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 11-18-309-031-0000

**CITY OF EVANSTON 027870**

*Real Estate Transfer Tax  
City Clerk's Office*

AMOUNT \$

7610.00

Agent

LB

Beacon Academy currently resides at 1574 Sherman Avenue, with 21,000 square feet of classroom, office, and community space for nearly 200 high school students. We have been in this location for six years, and at 622 Davis for two years prior to that, all located in downtown Evanston. We will use 1026 Davis as additional classroom space for our Montessori/International Baccalaureate High School. This would include but not be limited to visual arts and gallery space, theater/music practice space, faculty work space, and flexible classroom space.

1026 Davis will provide Beacon with 4,253 of additional space, all on one floor, with street access, and allocated as follows: 953 square feet of storage space, two classrooms of approximately 1400 square feet each, and a lobby area that has 1,024 square feet, which includes office space, bathrooms, reception and community space. A minimal amount of work will be done to the interior, but we do not anticipate any changes to the exterior.

School hours are from 7:30am - 4:30pm, with classes scheduled from 8:45am - 3:30pm. Our new 1026 Davis Arts Annex will have two large classrooms, one small office, and added storage space. We estimate no more than 50 faculty and students in the space on a regular basis. Our intention is to build out the two classrooms with a flexible wall that can open and combine the spaces when and if needed.

Possible additional use might include: weekly faculty meetings (~40 pax) in the afternoons after student class time; art nights (~100 pax); and possible smaller theater performances (~140 pax). These would be irregular and periodic. Guests would be directed to the Maple Avenue parking garage, public transit, and metered street parking.

Students, faculty, and staff will come and go between this new space by foot and our current location throughout the school day to attend classes, meetings, and work collaboratively on projects and assignments. Faculty and staff may also continue to use the space during the summer months for their use and in preparation for the coming school year. Beacon Academy will be an asset to the Davis street corridor.

We also anticipate our continued support of the downtown Evanston community and businesses from our students, faculty, and parents, and look forward to growing these partnerships.

**3: VISUAL ARTS CLASSROOM**

- New Tables/stool arrangement
- New Mobile storage cabinets
- New sink
- Movable partition wall

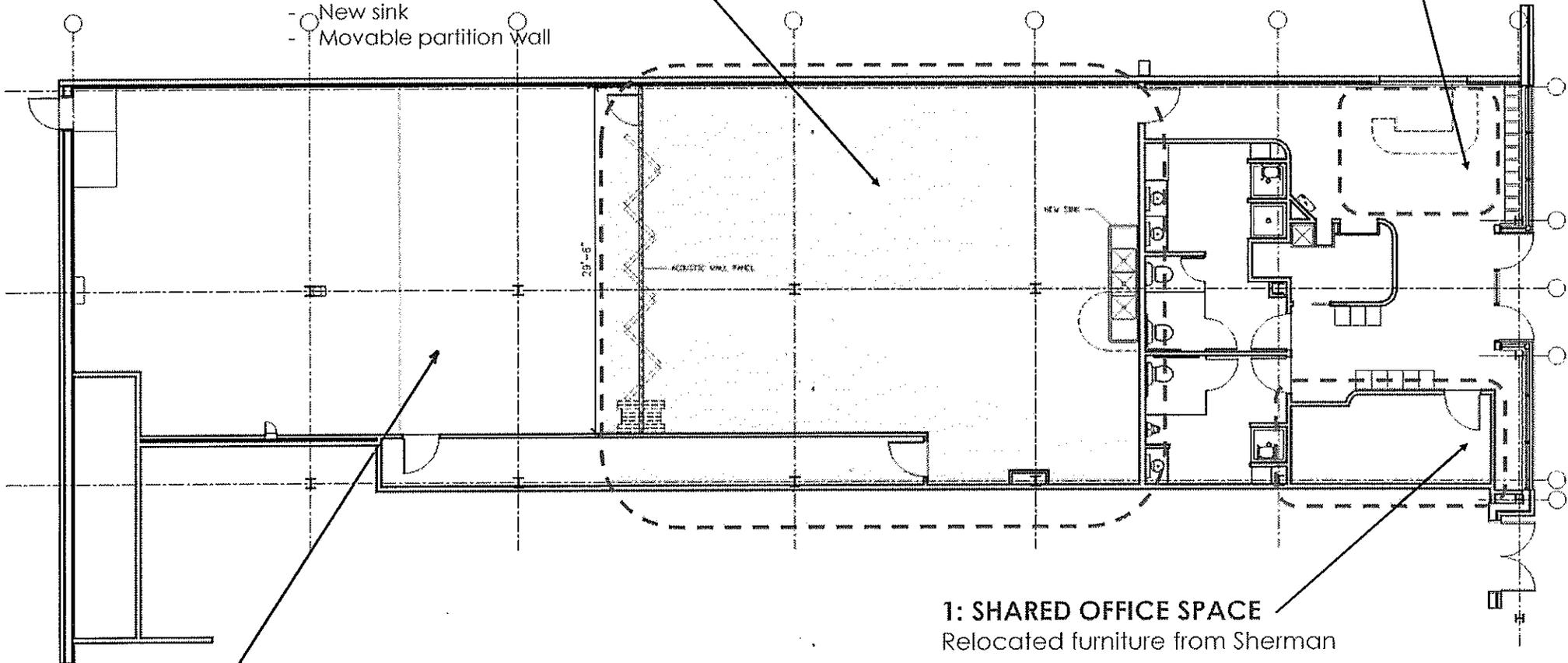
**2: RECEPTION/COMMUNITY SPACE**

Relocated furniture from Sherman

**1: SHARED OFFICE SPACE**

Relocated furniture from Sherman

PERFORMING ARTS  
CLASSROOM



**DESIGN AND PROJECT REVIEW COMMITTEE (DAPR) MINUTES EXCERPT  
May 17, 2022**

**Voting Members Present:** J. Nyden, A. Schnur, L. Biggs, Donald Cornelius, I. Eckersberg, R. Papa, M. Tristan, C. Pratt, M. Jones, K. Asbaugh

**Staff Present:** M. Griffith

**Others Present:**

**Presiding Member:** J. Nyden

A quorum being present, J. Nyden called the meeting to order at 2:03 p.m.

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**New Business**

**1026 Davis Street**

**Recommendation to LUC**

Renee Ruffing, applicant, requests a Special Use Permit for a Private Educational Institution at 1026 Davis Street in the D2 Downtown Retail Core District (Zoning Code Section 6-11-3-4), Beacon Academy. The Land Use Commission makes a recommendation to the City Council, the determining body for this case in accordance with Section 6-3-5-8 of the Evanston Zoning Code and Ordinance 92-O-21.

**APPLICATION PRESENTED BY:** Renee Ruffing, applicant  
Steve Friedman, attorney for applicant

**DISCUSSION:**

- Applicant stated Beacon Academy intends to lease the 1st floor space at 1026 Davis Street and use it for classroom, workspace, and offices. Currently the space is vacant. The location is a few blocks from their main building. The classroom space will be mostly for arts, including performing arts, they may use the space for school events.
- J. Nyden asked if students would be dropped off and picked up at this location.
- Applicant stated no. While they are still working out logistics, students are to report to the main building in the morning and then head to class at other sites. Students currently travel between sites. This space will have between 40-45 students at a time.
- L. Biggs stated there is another school within the vicinity and asked if complaints had been received regarding the other school.
- Committee members indicated they were not aware of any complaints.
- K. Ashbaugh stated the school is not adding students, there will be the same number of students downtown.
- L. Biggs stated the block appears to be able to handle the use.
- Applicant stated many students use public transportation to get to school and walk to other sites.
- J. Nyden stated students should not be dropped off and picked up at this location.
- J. Nyden asked if the windows would be covered.
- Applicant stated no. They plan to display student artwork in the window, and there will be a space at the front for collaborative work, classroom space will be in the back.
- J. Nyden stated the windows should not be covered or screened which deadens the block, people should be able to see into the space.
- D. Cornelius asked if students drive to school.

- Applicant stated a small number do, they park in public garages and pay for parking.
- K. Ashbaugh asked what type of events would be held at this location.
- Applicant stated faculty meetings, open space for art exhibits, and small performances. People attending would park in downtown garages.

**L. Biggs made a motion to recommend approval to the LUC subject to the following conditions:**

1. **No morning drop-offs and afternoon pick-ups at this location,**
2. **No window screening to block the view into the space.**

**Seconded by C. Pratt.**

**The Committee voted by voice vote, 10-0, to recommend approval to the LUC subject to the conditions noted above.**

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### **Adjournment**

**L. Biggs made a motion to adjourn, seconded by C. Pratt. The Committee voted by voice vote, 10-0, to adjourn. The Committee adjourned at 3:36 p.m.**

Respectfully submitted,  
Michael Griffith, Planner

# Land Use Commission

Appeal  
1566 Oak Ave.  
22ZMVJ-0035

Determining Body



# MEMORANDUM

To: Chair and Members of the Land Use Commission

From: Johanna Nyden, Director of Community Development  
Melissa Klotz, Zoning Administrator

Subject: 1566 Oak Ave. - 22ZMJV-0035  
Land Use Commission Determining Body

Date: May 19, 2022

## Notice - Published in the May 5, 2022 Evanston Review

Andrew Scott, attorney on behalf of 1566 Oak Ave. LLC, appeals the decision of the Determination of Use issued by the Zoning Administrator on March 17, 2022, regarding operations of Connections for the Homeless at the Margarita Inn at 1566 Oak Avenue, which found the operations to be consistent with the Zoning Ordinance definition for Rooming House (Section 6-18-3) and also found existing Special Use Ord. 51-O-74, adopted in 1974, is no longer valid. The Land Use Commission is the determining body for this case in accordance with Section 6-3-9-8 of the Evanston Zoning Code and Ordinance 92-O-21.  
PIN: 11-18-308-009-0000

## Recommendation

City staff affirms the Zoning Administrator's Determination of Use regarding operations of Connections for the Homeless at the Margarita Inn at 1566 Oak Ave., which found the operations to be consistent with the Zoning Ordinance definition for Rooming House, and also found the existing Special Use ordinance no longer valid. City staff affirms the Determination meets the Standards for Use Interpretations (Section 6-3-9-5) for a Rooming House.

## Site Background

1566 Oak Ave. is located on the west side of Oak Ave., midblock between Davis St. and Grove St., in the R6 General Residential District and is surrounded by the following:

North: R6 & D4	General Residential District & Downtown Transition District
East: R6 & D2	General Residential District & Downtown Retail Core District
South: R6 & R5	General Residential Districts
West: R6 & R4	General Residential Districts

The subject property features a five-story building that has, over time, featured a commercial restaurant (not currently) and lodging rooms (no kitchens provided), and up to 10 open parking spaces. The property is surrounded by a myriad of uses including the Time & Glass Museum, high-density multifamily residential apartments and condos, and King Home assisted living facility that is not currently in operation.

### Zoning Background

On February 15, 2022, a courtesy zoning violation letter was sent to Connections for the Homeless regarding the operations by Connections at the Margarita Inn at 1566 Oak Ave. The letter (attached) stated use of the Margarita Inn as an emergency homeless shelter during the Covid-19 pandemic (as strongly encouraged and paid for by the federal government) proved invaluable to the community. However, the letter stated continued use of the facility as a homeless shelter in a long-term or permanent manner was not compliant with the City's Zoning Ordinance or existing Special Use Ord. 51-O-74 for a Rooming House at the subject property. The letter requested Connections either submit for a Special Use for a Transitional Shelter (the zoning term for an emergency homeless shelter) or apply for a Determination of Use explaining what compliant use Connections believes operates at the site.

On February 24, 2022, a zoning analysis for a Determination of Use was fully submitted by Connections for the Homeless for review by the Zoning Administrator. The Determination of Use argued that the current operations at 1566 Oak Ave. comply with the zoning definition for a Rooming House and operates in compliance with existing Rooming House Special Use Ord. 51-O-74 including conditions and a recorded covenant.

On March 17, 2022, the Zoning Administrator issued a Determination of Use that stated Connections for the Homeless operates a Rooming House at 1566 Oak Ave., but that the existing Rooming House Special Use Ord. 51-O-74 is no longer valid. See Staff Determination below for additional information.

(On April 4, 2022, Appellant Chris Dillow submitted an Appeal of the Zoning Administrator's Determination of Use. This was Appeal #1 that was heard at the May 11, 2022 Land Use Commission meeting and continued to the May 25, 2022 meeting with an open vote.)

On April 27, 2022, Appellant Andrew Scott submitted an Appeal of the Zoning Administrator's Determination of Use on behalf of the property owner of 1566 Oak Ave. This is Appeal #2 and is the Appeal now under consideration.

(On April 30, 2022, Appellant Chris Dillow submitted a revised Appeal application including Appellant John Cleave as a co-appellant to Appeal #1 submitted on April 4, 2022 to ensure at least one Appellant is a valid Appellant with a property interest within 500 feet of the subject property, in accordance with the Land Use Commission's Adopted Rules.)

On May 1, 2022, the 45 day Appeal window closed.

### Staff Determination

The Zoning Administrator's Determination of Use found:

1. Current operations by Connections for the Homeless do comply with the zoning definition for a Rooming House.
2. Special use ordinance 51-O-74, granted in 1974 for 63 rooming units at the premises and including 6 conditions required for ongoing special use status, is deemed invalid and expired for the following reasons:
  - a) The use ceased to operate for a period of more than 2 consecutive years when it operated as a Hotel so the special use expired.
  - b) Structural changes were made to the building (specifically in 1993-1994 and 2013 by permit issued by the City) which invalidates the special use approval per condition 1.

- c) Required off-site parking was not consistently leased and is not currently leased which invalidates the special use approval per condition 1.

The Zoning Administrator's Determination of Use includes Findings based on the Standards for Use Interpretations (Section 6-3-9-5):

1. **Any use defined in Chapter 18 of this Title shall be interpreted as therein defined: Standard met** - Rooming House is a defined use in Chapter 18, defined as: A building or portion thereof containing lodging rooms that accommodate more than three (3) persons who are not members of the keeper's family, and where lodging, excluding food service, is provided for compensation, whether direct or indirect.
2. **No use interpretation shall permit any use in any district unless evidence shall be presented that demonstrates that it will comply with the general district regulations established for that particular district: Standard met** -
  - R6 Purpose Statement (6-8-8-1): The R6 general residential district is intended to provide for high density residential development of primarily multiple-family dwellings particularly in and around the downtown area.
  - General Residential Requirements: Land Use Interpretation (6-8-1-1) with procedures for Administrative Interpretations.
  - General Residential Requirements: Accessory Uses and Structures (6-8-1-2) - No accessory uses or structures in question; NA.
  - General Residential Requirements: Site Plan Review (6-8-1-3) - site plan is substantially similar to other/surrounding R6 sites; no changes proposed.
  - General Residential Requirements: Off-Street Parking & Loading (6-8-1-4) - minimal parking is provided on-site as an existing condition and is not proposed to further reduce. Documentation indicates 16 off-site parking spaces are also required within 500 of the site by the current property owner. It appears those 16 spaces have not been provided in recent years. The Applicant states the 16 spaces will be leased to meet the regulation if necessary.
  - General Residential Requirements: Landscaping & Screening (6-8-1-5) - front yard open area is landscaped.
  - General Residential Requirements: Signs (6-8-1-6) - Existing identification signage for "The Margarita European Inn" is located above the front building entrance and has existed for decades. Signage was previously "The Margarita Club" and was permitted via 1979 special use for a canopy and 3 identification signs to distinguish between the Rooming House and the public Restaurant use at the property.
  - General Residential Requirements: Historic Preservation (6-8-1-7) - the property is not located within an Historic District and is not a designated Landmark. It does hold significant Evanston history as it was originally constructed as lodging for working women or "ladies".
  - General Residential Requirements: Dormers (6-8-1-8) - NA
  - General Residential Requirements: Circular Driveways (6-8-1-9) - NA
  - General Residential Requirements: Planned Developments (6-8-1-10) - NA unless triggered by substantial construction or rehabilitation of the existing structure or a change in use to +24 (+30 with zoning bonuses) dwelling units that include full bathrooms and kitchens in each unit.

- General Residential Requirements: Special Conditions for Office Uses (6-8-1-11) - NA
  - General Residential Requirements: Townhouse Orientation (6-8-1-12) - NA
  - General Residential Requirements: Inclusionary Housing Bonuses (6-8-1-13) - Dwelling units are not proposed; NA
  - General Residential Requirements: Efficiency Homes - lot is already developed; NA
  - R6 General Residential District: complies with Lot Size (6-8-8-4), Lot Width (6-8-8-5), Lot coverage (6-8-8-6) appears compliant, front and rear setbacks appear compliant while interior side yard setbacks more closely comply with the residential setbacks (3' required) than the nonresidential (10' required) (6-8-8-7).
  - R6 General Residential District: Mean Building Height (6-8-8-8) appears compliant.
  - R6 General Residential District: Impervious Surface (6-8-8-9) appears noncompliant. Regulation established in 2003 long after the building and hardscape areas were established and is legally nonconforming; may not be further increased unless approved by variation - NA
3. **No use interpretation shall permit any use in a particular district unless such use is substantially similar to other uses permitted in such district and is more similar to such other uses than to uses permitted or specially permitted in a more restrictive district: Standard met -**
- If analyzed as an eligible R6 uses such as:
    - Multiple-family Dwelling: no, units do not have kitchens and therefore do not meet the definition of dwelling.
    - Shelter for Abused Persons: no, past or current use was/is not residential accommodations that are provided on an emergency basis for persons who are victims of abusive treatment. No documentation provided by the Applicant stating occupants are victims of abusive treatment. Housing accommodations are not provided on an emergency basis - there is a wait-list and the average occupant stay is 9 months.
  - If analyzed similar to other uses in more restrictive districts (lower density residential districts) such as:
    - Residential Care Home, Type 1: no, the property does not function as “a family type environment as a single housekeeping unit” of 4-8 occupants.
    - Residential Care Home, Type 2: no, the property does not function as “a family type environment as a single housekeeping unit” of 9-15 occupants.
  - If analyzed as other potential zoning uses:
    - Hotel: A Hotel by zoning definition is intended specifically for transient guests. A Guest, Transient by zoning definition is a guest who does not have a lease and occupies an apartment, lodging room, or other living quarters on a daily or weekly basis. Since lodging at the property is not on an emergency basis and the average occupant stay is 9 months, the use is not currently a Hotel.
    - Transitional Shelter: By zoning definition, a Transitional Shelter is a building, or portion thereof, in which sleeping accommodations are provided on an emergency basis for the temporarily homeless. Current operations are not providing sleeping accommodations on an emergency basis, there is a waitlist, and the average stay is 9 months. Current operations substantially match

operations at other Rooming Houses such as the YMCA. The use is not currently a Transitional Shelter.

**4. If the proposed use is most similar to a use permitted only as a special use in the district in which it is proposed to be located, then any use interpretation permitting such use shall be conditioned on the issuance of a special use permit for such use pursuant to Section 6-3-5: Standard partially met and partially denied -**

- Rooming House is an eligible special use in the R6 District. When special use ordinance 51-O-74 was applied for and granted, the property was within the R7 District and Rooming House was an eligible special use in the R7 District at the time (rezoned to R6 in 1993). The facility currently operates in compliance with the Rooming House definition because it features lodging rooms (no kitchens) that accommodate more than three persons who are not members of the keeper's family, and where lodging, excluding food service, is provided for compensation, whether direct or indirect (currently indirect compensation from occupants to Connections). Of note, the average occupant stay is 9 months and is therefore not considered “emergency” (shelter) nor “transient” (hotel).
- *Existing special use ordinance 51-O-74 is no longer a valid special use.* Although the property functioned as a Rooming House following the 1974 special use approval, and today functions as a Rooming House, the existing special use ordinance is no longer valid because:
  - The use did not consistently operate from 1974 to the present, and lapsed for more than 2 years when the property operated as a Hotel. Operations as a Hotel are substantiated through City records (but no zoning records) including the Hotel Tax, as well as Google, Yelp, Ascend Hotel Collection website, and general community knowledge. The exact date of Hotel use is unclear but likely began either following the 1993-1994 remodel or 2013 remodel. 6-3-5-15 states a special use expires once the approved use ceases to operate for 2 consecutive years. (See attached historic City documents).
  - Condition 1 of special use ordinance 51-O-74 states “The variation and special use permit herein granted are to be valid for so long as no structural alterations, as that term is defined in the Zoning Ordinance, are undertaken on the premises, except for plans approved by the Planning and Development Committee, or if parking required in Condition 4 is not supplied.” Structural alterations were made by approved permits throughout the years, but most notably in substantial construction in 1993-1994 and 2013 and included the addition of bathrooms to most or all units with construction/demolition of walls.
  - Condition 4 of special use ordinance 51-O-74 states “A total of 26 off-street parking spaces shall be provided, 16 of which may be supplied upon land owned or leased by the property owner herein within 500 feet of the subject property, and the remainder located on the property.” The Applicant states the property currently has ten onsite spaces, and “could arrange for a shared parking agreement to provide the additional sixteen spaces within the required 500 feet. However, the additional spaces were required to accommodate patrons of the restaurant, which is no longer operating. The existing ten spaces

provided have been sufficient for the current operations and there has been no demand for any additional parking.” The parking requirement is specifically noted in the special use ordinance and Covenant, but no documentation exists that the parking spaces were intended for the restaurant use or that those spaces cease to be required if/when the restaurant ceased to operate. As such, all 26 parking spaces are still required if the special use ordinance is in effect. However, since the applicant indicates the off-site parking is not currently leased, and no documentation exists with the City regarding off-site parking leases since 1974-1979. Therefore, per Condition 1 that states “or if parking required in Condition 4 is not supplied,” the special use is no longer valid.

- In the event special use ordinance 51-O-74 is deemed currently valid for any reason, historic documentation clearly states the number of units was reduced over time to 42. An increase in the number of units (or back to the original 63 units) is an increase of intensity beyond the current operations and would therefore require a new special use.

**5. No use interpretation shall permit the establishment of any use that would be inconsistent with the statement of purpose of the district in question: Standard met -**

- R6 Purpose Statement (6-8-8-1): The R6 general residential district is intended to provide for high density residential development of primarily multiple-family dwellings particularly in and around the downtown area. Standard met
- Interpretation of the use as it currently exists and is described is a Rooming House, which is an eligible special use in the R6 District.

See attached Determination of Use Package that includes the Determination, Findings of Fact, and Historic Timeline for further details and documentation.

Appellant’s Position

Andrew Scott, attorney on behalf of 1566 Oak Ave. LLC (which is Michael Pure, property owner of the Margarita Inn property and building), agrees with the first part of the Determination by the Zoning Administrator, which found the operations by Connections at the Margarita Inn are consistent with the Rooming House definition. However, the Appellant disagrees with the second portion of the Determination that states existing Special Use Ordinance 51-O-74 is invalid. The Appellant believes:

1. The Determination of Use application submitted by Connections for the Homeless is invalid because the application stated Connections to be the contract purchaser of the property but they are not, and do not hold a legal or beneficial interest in the property. Section 6-3-9-3 of the Zoning Ordinance states:

**6-3-9-3. - PARTIES ENTITLED TO SEEK INTERPRETATIONS.**

Applications for interpretations may be filed by any person having a legal or equitable interest in property that gives rise to the need for an interpretation, provided that the interpretations shall not be sought by any person based solely on hypothetical circumstances or where the interpretation would have no effect other than as an advisory opinion.

2. Existing Special Use Ordinance 51-O-74 is still valid and in effect for the following reasons:

- General community knowledge cannot and should not form the factual foundation for a conclusion that the Rooming House use ceased and a Hotel use was instead established.
- Zoning definitions for Hotel and Rooming House are so similar that it is not reasonably possible to distinguish between the uses as they are defined in the Zoning Ordinance.

HOTEL: A building in which lodging is offered with or without meals principally to transient guests and that provides a common entrance, lobby, halls and stairways.

ROOMING HOUSE: A building or portion thereof containing lodging rooms that accommodate more than three (3) persons who are not members of the keeper's family, and where lodging, excluding food service, is provided for compensation, whether direct or indirect.

- Structural alterations were not made to the building. Alterations including adding a bathroom to each lodging room unit, removal of demising walls, and changes to the restaurant space were made over time but are not structural.

STRUCTURAL ALTERATIONS: Any change, other than incidental repairs, in the supporting members of a building or structure such as bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or exterior walls.

- Leased parking required by the special use was continuously leased until 2019 at a surface parking lot at 1555 Ridge Ave. The City approved a Planned Development for a multifamily residential building at that site (now constructed). The Appellant states it is a City action which caused the Appellant to be unable to meet the parking required by the Special Use.

Based on the above, the Appellant believes Ordinance 51-O-74 is still in effect as a valid Special Use for a Rooming House. Historic City documents related to the above points, including a 2012-2013 request for Economic Development funds to remodel the Ascend Hotel, are attached.

#### Appeal Procedure

Pursuant to Section 6-3-9-8 of the Zoning Ordinance, Appeals from the Zoning Administrator Decisions, the Land Use Commission shall hear and decide appeals from any order or final decision of the Zoning Administrator. An Appeal may be filed not later than 45 calendar days following the action being appealed.

Section 6-3-11 of the Zoning Ordinance, Appeals, states the appeal procedure is provided as a safeguard against arbitrary, ill-considered, or erroneous administrative decisions. The Land Use Commission shall determine if the Determination of Use made by the Zoning Administrator was arbitrary, ill-considered, or erroneous. The Zoning Ordinance specifically states "the reviewing body should give all proper deference to the spirit and intent embodied in the language of this Ordinance and to the reasonable interpretations of that language by those charged with the administration of this Ordinance." Then, the Land Use Commission may make a new Determination of Use in light of the earlier motion and/or due to additional information provided.

The Land Use Commission's Adopted Rules state testimony related to Appeal cases shall be limited to persons who live or own property within 500' of the subject property.

Attachments

Appeal Application – submitted April 28, 2022 by Andrew Scott

Determination of Use Package – issued March 17, 2022 by the Zoning Administrator

Determination of Use

Findings of Fact

Timeline of Zoning Records

Historic City Documents

Additional City Documentation - Property Owner's Request for Economic Development Funds for Hotel Use - received December 31, 2012

Zoning Analysis for a Determination of Use Application Package – submitted February 24, 2022 by Connections for the Homeless

Public Comments

Image of Property

Aerial View of Property

Zoning Map of Property



Melissa Klotz <mklotz@cityofevanston.org>

## Zoning Appeal Application

1 message

noreply@formstack.com <noreply@formstack.com>  
Reply-To: apscott@dykema.com  
To: zoning@cityofevanston.org

Wed, Apr 27, 2022 at 5:50 PM



### Formstack Submission For: [Zoning Appeal Application](#)

Submitted at 04/27/22 5:50 PM

**Address:** [1566 Oak Avenue](#)  
Evanston, IL 60201

**Permanent Identification Number (PIN) 1:** 11-18-308-009

**Permanent Identification Number (PIN) 2:**

**Name:** Andrew Scott

**Organization:** Dykema for 1566 Oak Avenue LLC (Michael Pure)

**Address:** [10 South Wacker Drive](#)  
Chicago, IL 60606

**Home or Office Phone Number:** (312) 627-8325

**Cell Phone Number:** (312) 671-4701

**Email:** [apscott@dykema.com](mailto:apscott@dykema.com)

**Please choose** Email

**primary means of contact:**

**Address (or location) of property to which pertains the decision you are appealing:**

1566 Oak Avenue

**Describe the Zoning Administrator's decision that you are appealing:**

The appellant appeals the Zoning Administrator's March 17, 2022 Determination of Use for the subject property. The Zoning Administrator erred in rendering the Determination of Use as the Zoning Administrator lacked authority to do so. In addition, Zoning Administrator erred in her decision that the special use for a rooming house had expired.

**Describe what you believe to be the correct zoning ordinance interpretation or what you believe to be the correct facts related to this particular zoning decision:**

1. Section 6-3-9-1 of the Zoning Ordinance provides that the Zoning Administrator has the authority to render use determinations. Section 6-3-9-3 of the Zoning Ordinance provides that any party with a legal or beneficial interest in the property may seek a use determination. Connections for the Homeless filed an application Zoning Analysis Application on February 21, 2022. In that application, Connections for the Homeless stated that its relationship to the land owner was contract purchaser. That statement was and continues to be inaccurate. Connections for the Homeless has never had a contract to purchase the subject property. Because Connections for the Homeless lacked the requisite standing to make the request for the Zoning Analysis, it follows that the the Zoning Administrator should not have issued the Use Determination and therefor her actions were ultra vires. For that reason, the Zoning Administrator's decision should be void and of no effect.

The Zoning Administrator also erred in her conclusion that the special use had expired. The appellant had not abandoned the special use as suggested. Internet searches and "general community knowledge" cannot and should not form the factual foundation for a conclusion that the appellant had failed to operate as a rooming house for more than two years. The fact is that the definitions of a hotel and a rooming house are so similar that it is not reasonably possible to distinguish between the uses as they are defined in the Zoning Ordinance. Based on operations over the years, it is reasonable to conclude that the appellant has continuously operated a rooming house on the subject property.

The Zoning Administrator also erred in concluding that the appellant had voided the special use by making "structural alterations." The Zoning Ordinance defines that term as "any change, other than incidental repairs, in the supporting members of a building or structure such as bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or exterior walls. The Zoning Administrator cites no evidence in her Use Determination that this degree of change was made to the building at any time. As the Zoning Administrator correctly points out, bathrooms were added and demising walls may have been removed. It is not correct to imply that the very foundational elements of the buildings, such as load bearing walls, columns, foundations or other structural elements were changed.

Finally, the Zoning Administrator has incorrectly found that parking has not been provided as required by the special use. What has been neglected is that the City facilitated the loss of parking that is required by the special use. The appellant had leased spaces at 1555 Ridge Avenue until 2019 when the City approved parking relief for another property owner in order to clear the way for the development of the parking lot that

the appellant used. It is in fact City action which caused the appellant to be unable to meet the parking required by the special use.

**Describe in what manner you believe yourself aggrieved or harmed by this zoning interpretation and/or determination:**

The appellant has been harmed by the adverse determination because it results in a diminution in value of the subject property, imperils compliance with the appellant's loan agreements, puts the appellant at risk with respect to insurance coverage and effectively renders the improvements as unusable without substantial, further investment.

**Quantity:** 1

**Price:** 275

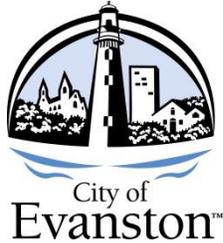
**Credit Card:** Card number: \*\*\*\*\*8540 Expiration: 07/22

**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.:**

[View Signature](#)

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Formstack, [11671 Lantern Road, Suite 300, Fishers, IN 46038](#)



Melissa Klotz  
Planning & Zoning Division  
Community Development  
Dept.  
2100 Ridge Avenue  
Evanston, Illinois 60201  
T 847-448-8153  
TTY 847-448-8052  
[www.cityofevanston.org](http://www.cityofevanston.org)

March 17, 2022

Connections for the Homeless  
C/O Donna Pugh  
Foley & Lardner LLP  
2121 Dewey Ave.  
Evanston, IL 60201

**RE: Zoning Analysis for a Determination of Use for operations at 1566 Oak Ave., Evanston, IL, commonly known as the Margarita Inn**

Dear Ms. Pugh,

The review of the Zoning Analysis for a Determination of Use submitted by Connections for the Homeless for permanent use of the Margarita Inn at 1566 Oak Ave., submitted in full on February 24, 2022, indicates the following:

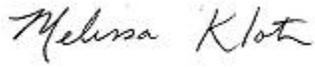
1. Current operations by Connections for the Homeless do comply with the zoning definition for a Rooming House.
2. Special use ordinance 51-O-74, granted in 1974 for 63 rooming units at the premises and including 6 conditions required for ongoing special use status, is deemed invalid and expired for the following reasons:
  - a) The use ceased to operate for a period of more than 2 consecutive years when it operated as a Hotel so the special use expired.
  - b) Structural changes were made to the building (specifically in 1993-1994 and 2013 by permit issued by the City) which invalidates the special use approval per condition 1.
  - c) Required off-site parking was not consistently leased and is not currently leased which invalidates the special use approval per condition 1.

It is clear that, in general, the facility operated as a Hotel, potentially from 1994 - 2020. It is also clear that building permits issued in both 1993-1994 and 2013 were reviewed by the City in detail and approved. However, zoning records during this time are nearly non-existent and only provide approval by brief mention of the existing special use approval for the Rooming House use based on the 1974 ordinance. Full zoning reviews were not done, which is highly unusual. A Hotel use at 1566 Oak Ave. is not an eligible permitted or special use.

For Connections to proceed with a Rooming House use at 1566 Oak Ave., a new special use is required that includes a public hearing with the Land Use Commission and a final determination by the City Council. If the Applicant so chooses, an accompanying parking variation request may be made to reduce or eliminate the off-site parking requirement.

The City of Evanston appreciates your ongoing willingness to work together to resolve this issue. Please contact me with any questions or concerns at [mklotz@cityofevanston.org](mailto:mklotz@cityofevanston.org) or if you would like to meet to discuss next steps in the zoning process.

Sincerely,

A handwritten signature in cursive script that reads "Melissa Klotz".

Melissa Klotz  
Zoning Administrator

CC: Betty Bogg, Connections for the Homeless Executive Director  
Johanna Nyden, Community Development Director  
David Stoneback, Acting Deputy City Manager  
Nicholas Cummings, Corporation Counsel  
Kelley Gandurski, Interim City Manager  
Jonathan Nieuwsma, Councilmember

Enclosure: Findings of Fact, Timeline of Zoning Records, Historic City Documents

## Findings of Fact for Determination of Use, 1566 Oak Ave.

All Standards below must be met in order to appropriately interpret a zoning use and find it compliant with the zoning district in which it exists or is proposed. Connections for the Homeless' operations at the Margarita Inn, 1566 Oak Ave., documentation provided, and City records, indicate the following Findings based on 6-3-9-5 Standards for Use Interpretations:

1. Any use defined in Chapter 18 of this Title shall be interpreted as therein defined.
  - Rooming House is a defined use in Chapter 18, defined as: A building or portion thereof containing lodging rooms that accommodate more than three (3) persons who are not members of the keeper's family, and where lodging, excluding food service, is provided for compensation, whether direct or indirect.
2. No use interpretation shall permit any use in any district unless evidence shall be presented that demonstrates that it will comply with the general district regulations established for that particular district.
  - R6 Purpose Statement (6-8-8-1): The R6 general residential district is intended to provide for high density residential development of primarily multiple-family dwellings particularly in and around the downtown area.
  - General Residential Requirements: Land Use Interpretation (6-8-1-1) with procedures for Administrative Interpretations.
  - General Residential Requirements: Accessory Uses and Structures (6-8-1-2) - No accessory uses or structures in question; NA.
  - General Residential Requirements: Site Plan Review (6-8-1-3) - site plan is substantially similar to other/surrounding R6 sites; no changes proposed.
  - General Residential Requirements: Off-Street Parking & Loading (6-8-1-4) - minimal parking is provided on-site as an existing condition and is not proposed to further reduce. Documentation indicates 16 off-site parking spaces are also required within 500 of the site by the current property owner. It appears those 16 spaces have not been provided in recent years. The Applicant states the 16 spaces will be leased to meet the regulation if necessary.
  - General Residential Requirements: Landscaping & Screening (6-8-1-5) - front yard open area is landscaped.
  - General Residential Requirements: Signs (6-8-1-6) - Existing identification signage for "The Margarita European Inn" is located above the front building entrance and has existed for decades. Signage was previously "The Margarita Club" and was permitted via 1979 special use for a canopy and 3 identification signs to distinguish between the Rooming House and the public Restaurant use at the property.
  - General Residential Requirements: Historic Preservation (6-8-1-7) - the property is not located within an Historic District and is not a designated Landmark. It does hold significant Evanston history as it was originally constructed as lodging for working women or "ladies".
  - General Residential Requirements: Dormers (6-8-1-8) - NA

- General Residential Requirements: Circular Driveways (6-8-1-9) - NA
  - General Residential Requirements: Planned Developments (6-8-1-10) - NA unless triggered by substantial construction or rehabilitation of the existing structure or a change in use to +24 (+30 with zoning bonuses) dwelling units that include full bathrooms and kitchens in each unit.
  - General Residential Requirements: Special Conditions for Office Uses (6-8-1-11) - NA
  - General Residential Requirements: Townhouse Orientation (6-8-1-12) - NA
  - General Residential Requirements: Inclusionary Housing Bonuses (6-8-1-13) - Dwelling units are not proposed; NA
  - General Residential Requirements: Efficiency Homes - lot is already developed; NA
  - R6 General Residential District: complies with Lot Size (6-8-8-4), Lot Width (6-8-8-5), Lot coverage (6-8-8-6) appears compliant, front and rear setbacks appear compliant while interior side yard setbacks more closely comply with the residential setbacks (3' required) than the nonresidential (10' required) (6-8-8-7).
  - R6 General Residential District: Mean Building Height (6-8-8-8) appears compliant.
  - R6 General Residential District: Impervious Surface (6-8-8-9) appears noncompliant. Regulation established in 2003 long after the building and hardscape areas were established and is legally nonconforming; may not be further increased unless approved by variation - NA
3. No use interpretation shall permit any use in a particular district unless such use is substantially similar to other uses permitted in such district and is more similar to such other uses than to uses permitted or specially permitted in a more restrictive district.
- If analyzed as an eligible R6 uses such as:
    - Multiple-family Dwelling: no, units do not have kitchens and therefore do not meet the definition of dwelling.
    - Shelter for Abused Persons: no, past or current use was/is not residential accommodations that are provided on an emergency basis for persons who are victims of abusive treatment. No documentation provided by the Applicant stating occupants are victims of abusive treatment. Housing accommodations are not provided on an emergency basis - there is a wait-list and the average occupant stay is 9 months.
  - If analyzed similar to other uses in more restrictive districts (lower density residential districts) such as:
    - Residential Care Home, Type 1: no, the property does not function as “a family type environment as a single housekeeping unit” of 4-8 occupants.
    - Residential Care Home, Type 2: no, the property does not function as “a family type environment as a single housekeeping unit” of 9-15 occupants.
  - If analyzed as other potential zoning uses:

- Hotel: A Hotel by zoning definition is intended specifically for transient guests. A Guest, Transient by zoning definition is a guest who does not have a lease and occupies an apartment, lodging room, or other living quarters on a daily or weekly basis. Since lodging at the property is not on an emergency basis and the average occupant stay is 9 months, the use is not currently a Hotel.
  - Transitional Shelter: By zoning definition, a Transitional Shelter is a building, or portion thereof, in which sleeping accommodations are provided on an emergency basis for the temporarily homeless. Current operations are not providing sleeping accommodations on an emergency basis, there is a waitlist, and the average stay is 9 months. Current operations substantially match operations at other Rooming Houses such as the YMCA. The use is not currently a Transitional Shelter.
4. If the proposed use is most similar to a use permitted only as a special use in the district in which it is proposed to be located, then any use interpretation permitting such use shall be conditioned on the issuance of a special use permit for such use pursuant to Section 6-3-5.
- Rooming House is an eligible special use in the R6 District. When special use ordinance 51-O-74 was applied for and granted, the property was within the R7 District and Rooming House was an eligible special use in the R7 District at the time (rezoned to R6 in 1993). The facility currently operates in compliance with the Rooming House definition because it features lodging rooms (no kitchens) that accommodate more than three persons who are not members of the keeper's family, and where lodging, excluding food service, is provided for compensation, whether direct or indirect (currently indirect compensation from occupants to Connections). Of note, the average occupant stay is 9 months and is therefore not considered “emergency” (shelter) nor “transient” (hotel).
  - **Existing special use ordinance 51-O-74 is no longer a valid special use.** Although the property functioned as a Rooming House following the 1974 special use approval, and today functions as a Rooming House, the existing special use ordinance is no longer valid because:
    - The use did not consistently operate from 1974 to the present, and lapsed for more than 2 years when the property operated as a Hotel. Operations as a Hotel are substantiated through City records (but no zoning records) including the Hotel Tax, as well as Google, Yelp, Ascend Hotel Collection website, and general community knowledge. The exact date of Hotel use is unclear but likely began either following the 1993-1994 remodel or 2013 remodel. 6-3-5-15 states a special use expires once the approved use ceases to operate for 2 consecutive years.
    - Condition 1 of special use ordinance 51-O-74 states “The variation and special use permit herein granted are to be valid for so long as no structural alterations, as that term is defined in the Zoning Ordinance,

are undertaken on the premises, except for plans approved by the Planning and Development Committee, or if parking required in Condition 4 is not supplied.” Structural alterations were made by approved permits throughout the years, but most notably in substantial construction in 1993-1994 and 2013 and included the addition of bathrooms to most or all units with construction/demolition of walls.

- Condition 4 of special use ordinance 51-O-74 states “A total of 26 off-street parking spaces shall be provided, 16 of which may be supplied upon land owned or leased by the property owner herein within 500 feet of the subject property, and the remainder located on the property.” The Applicant states the property currently has ten onsite spaces, and “could arrange for a shared parking agreement to provide the additional sixteen spaces within the required 500 feet. However, the additional spaces were required to accommodate patrons of the restaurant, which is no longer operating. The existing ten spaces provided have been sufficient for the current operations and there has been no demand for any additional parking.” The parking requirement is specifically noted in the special use ordinance and Covenant, but no documentation exists that the parking spaces were intended for the restaurant use or that those spaces cease to be required if/when the restaurant ceased to operate. As such, all 26 parking spaces are still required if the special use ordinance is in effect. However, since the applicant indicates the off-site parking is not currently leased, and no documentation exists with the City regarding off-site parking leases since 1974-1979. Therefore, per Condition 1 that states “or if parking required in Condition 4 is not supplied,” the special use is no longer valid.
  - In the event special use ordinance 51-O-74 is deemed currently valid for any reason, historic documentation clearly states the number of units was reduced over time to 42. An increase in the number of units (or back to the original 63 units) is an increase of intensity beyond the current operations and would therefore require a new special use.
5. No use interpretation shall permit the establishment of any use that would be inconsistent with the statement of purpose of the district in question.
- R6 Purpose Statement (6-8-8-1): The R6 general residential district is intended to provide for high density residential development of primarily multiple-family dwellings particularly in and around the downtown area. Standard met
  - Interpretation of the use as it currently exists and is described is a Rooming House, which is an eligible special use in the R6 District.

Timeline of 1566 Oak Ave. zoning based on the Applicant's documentation, historic documents, and permit records:

- The building was originally constructed in 1927 and approved as a Rooming House/Boarding House. No documentation exists regarding this but it is mentioned briefly in the 1974 special use application. Original Rooming House approval lapsed when the property owner accidentally did not renew the approval with the City.
- 1974: The property sold to a new owner, who was required to obtain a new special use. The applicant requests to reinstate the same approval that was previously granted. Special use Ordinance 51-O-74 for the Margarita Club in the R7 District was granted, and included a use variation to allow a restaurant open to the public on the ground floor. The restaurant was previously for the Rooming House occupants but over time occupants used the restaurant less. The special use approval included a required covenant to be recorded against the property that restates conditions listed in the special use ordinance. Conditions include a requirement for off-site parking, no structural alterations allowed without approval by the Planning & Development Committee, and payment in lieu of taxes if the building is ever removed from the property tax roll. **The ordinance specifically states that failure to comply with the structural or parking requirement will invalidate the special use approval.**
- 1979: Special use requested for a canopy and identification signage for the restaurant to distinguish the private residence entrance/area from the restaurant entrance/area that was open to the public. Special use 22-O-80 was granted, but the canopy was not installed (restaurant closed or changed hands) and expired in 1981.
- 1974-1979: Documentation of off-site parking provided as required by 1974 special use ordinance. Parking leases existed at 1016-1022 Davis St. and at NU's Dryden Hall.
- 1974-1992: Zoning documentation repeatedly states approval for a Rooming House and Restaurant per the 1974 special use. Various documents (from zoning and other divisions/departments) indicate the property was used for housing purposes consistently throughout that time and was not used for transient guests or in any form of a typical Hotel type of use.
- 1984: Property Standards violation inspection report details indicate property is operating as a traditional Rooming House and not a Hotel for transient occupancy.
- 1986: The City provided a document stating the 1974 Special Use runs with the land and not a specific owner, and insinuated the special use was still valid at that time.
- 1987-1988: Structural alterations were made to the building via approved permits. Any structural alterations to the restaurant space feature documentation of zoning approval per the 1974 special use ordinance. Restaurant Va'Pensiero is established at the property.
- 1989: Liquor license request by Va'Pensiero to the City Council notes the Rooming House occupants largely do not use the restaurant so something more (liquor) is needed to entice the public to patronize the establishment or it will close.
- 1993: City adopts a new zoning ordinance and zoning map. The property is rezoned from R7 to R6. Rooming House is still an eligible special use; Hotel is still not an eligible use.

- 1993-1994: Substantial remodel of entire building. Remodel included adding bathrooms to most units which reduced the number of Rooming House units from 63 to 44. Significant documentation and approvals by other divisions and departments exist. No zoning records exist.
- 2001: Further reduced from 44 Rooming House units to 42.
- 2013: Substantial remodel of entire building. Significant documentation and approvals by other divisions and departments exist. Zoning approval is minimal, and only states “SUBJECT TO PROVIDING 18 OFF-STREET PARKING SPACES WITHIN 500' OF MARGARITA INN (ORD 51-O-74)”. To discern the parking requirement, the Special Use ordinance had to be read, but the condition that the special use expires if the parking is not provided or if structural alterations are made was not noted or enforced. **There is no record of the off-site parking provided after 1979, and significant documentation of structural alterations (including the 2013 permit) exist.**
- The Margarita European Inn is still listed as an Ascend Hotel on the Ascend website, features Yelp reviews that reflect a boutique hotel use (48 reviews and 72 photos over the last few years prior to Connections’ use of the property). Interior photos verify the use appears to look like a Hotel use for transient occupants rather than a Rooming House with longer occupancy. The City has collected a Hotel tax on the property in recent years and Property Standards licenses the property as a Rooming House as it does all other Hotels in Evanston. (Note: In Property Standards (different uses than Zoning), all Hotels are licensed and inspected as Rooming Houses. However, not all Rooming Houses are Hotels).

8. d. Describe existing buildings or other improvements on the property, and the use and occupancy of said buildings.

Built in 1927 as a "genuine home for respectable young girls in Evanston.....", this building was VERY well built--brick, with Bedford Stone trim and of fireproof construction.

It was built to house 100 girls and in addition to the rooms for individuals, there is a recreation room (27 x 50) with a stage and a wood-burning fireplace, a large parlor off the lobby (fireplace, too), a library, 4 suites for managers and housekeepers, laundry room, trunk and storage rooms, a sewing room, a roof terrace of quarry tile, living quarters on the first floor (rear) for maintenance help and complete facilities for food preparation and service for 100 people.

The dining room is no longer being used but the rest of the building was continued through all these years to be used for the purpose for which it was built--to provide housing for ladies.

Introduced as Revised 6-3-74

Adopted as Amended 6-24-74

51-0-74

AN ORDINANCE

Granting a Variation From the  
Use and Off-Street Parking  
Provisions of the Zoning Ordinance  
and a Special Use Permit to the  
Catholic Bishop of Chicago, Inc.,  
and Patricia and Richard Barnes  
Relating to 1566 Oak Avenue

WHEREAS on April 16, 1974, the Zoning Board of Appeals conducted a public hearing upon the application of the Catholic Bishop of Chicago, Inc., and Patricia and Richard Barnes for a variation from the use and off-street parking provisions of the Evanston Zoning Ordinance adopted November 1, 1960, and a special use permit to allow use of the premises located at 1566 Oak Avenue, Evanston, Illinois, as a rooming house in an R-7 general residence district, said public hearing having been conducted pursuant to notice and publication thereof as provided by law; and

WHEREAS, the Zoning Board of Appeals has recommended that such relief be granted;

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

SECTION 1: That the application of the Catholic Bishop of Chicago, Inc., and Patricia and Richard Barnes for a variation from the use and off-street parking provisions of the Evanston Zoning Ordinance, adopted November 1, 1960, and for a special use permit to allow the use of the building as a rooming house insofar as the provisions of the Evanston Zoning Ordinance

pertain to the property located at 1566 Oak Avenue, and legally described as:

The north 58-1/3 feet of Lot 3 and the south 8-1/3 feet of Lot 4 in Block 61 in Section 18, Township 41 North, Range 14 East of the Third Principal Meridian in Evanston, Cook County, Illinois,

is hereby granted so as to permit the following:

1. Use of the building as a rooming house;
2. Use of the premises as a restaurant open to the public in a residential district;
3. To permit the establishment of a restaurant open to the public and to operate a rooming house without supplying the required off-street parking,

subject to compliance with all other provisions of the Zoning Ordinance, other applicable laws and the following conditions:

1. The variation and special use permit herein granted are to be valid for so long as no structural alterations, as that term is defined in the Zoning Ordinance, are undertaken on the premises, except for plans approved by the Planning and Development Committee, or if parking required in Condition 4 is not supplied;
2. That the restaurant established pursuant to this variation shall be restricted to the floor of the building identified as first floor in Exhibit 3 submitted to the Zoning Board of Appeals;

3. The special use to operate the premises as a rooming house shall be limited to a maximum occupancy of 63 roomers;
4. A total of twenty-six (26) off-street parking spaces shall be provided, sixteen (16) of which may be supplied upon land owned or leased by the property owner herein within 500 feet of the subject property, and the remainder located on the property;
5. That the owner make an annual payment in lieu of taxes if the property is ever exempted from taxation pursuant to the provisions of Chapter 120 of the Illinois Revised Statutes, as now or hereafter amended, at the rate the property would have been taxed had it been subject to levies only by School Districts 65 and 202 and the City of Evanston and those corporate taxing bodies whose boundaries do not extend beyond the geographical limits of the City of Evanston; and
6. That a covenant of agreement to the above conditions shall be submitted in recordable form by the applicants;

all in accordance with the recommendations of the Zoning Board of Appeals.

SECTION 2: The Director of Inspections and Permits is hereby ordered and directed to grant such permits as shall be required to effectuate the provisions of this ordinance.

SECTION 3: This ordinance shall be in full force and effect

from and after its passage and approval in the manner provided by law.

Introduced JUNE 3, 1974

Adopted JUNE 24, 1974

~~APPROVED~~ JUNE 24, 1974

[Signature]  
Mayor

Attest:

Marianne P. Krum

City Clerk

Approved as to form: Jack M. Siegel  
Corporation Counsel

22 951 716

DECLARATION OF COVENANTS

ARTICLES OF DECLARATION made this 21st of November, 1974,  
by the First National Bank & Trust Company of Evanston, <sup>NOT PERSONALLY BUT</sup> as trustee  
under trust agreement dated July 19, 1974, and known as trust  
number R-1759, (hereinafter called the "Owner") being the owner of  
record of the following described land (hereinafter called "subject  
land") situated in the City of Evanston, Cook County, Illinois:

The North 58-1/3 feet of Lot 3 and the  
South 8-1/3 feet of Lot 4 in R. 61  
in Section 18, Township 41 Range 14  
East, in Cook County, Illinois

W I T N E S S E T H

WHEREAS, upon the application of the Catholic Bishop of  
Chicago, Inc., and Richard S. Barnes and Patricia N. Barnes, the  
City of Evanston has granted variations from the use provisions in  
off-street parking requirements of its zoning ordinance to allow  
a restaurant open to the public in the building on subject land, and  
also for a special use permit to allow use of the building as a room-  
ing house; and

WHEREAS, as a condition to the aforesaid zoning variations  
and the special use permit by the City of Evanston, the Owner of  
subject land has consented and agreed to make this DECLARATION OF  
COVENANTS and to cause the same to be recorded;

NOW, THEREFORE, the Owner hereby declares, covenants and  
agrees as follows:

1. The Owner will not make to the building on subject land  
any "structural alterations" as defined in the Evanston Zoning Ordinance on the date hereof, without first applying to the Evanston

22 951 716

Planning and Development Committee for permission to do so.

2. The Owner will not operate a restaurant serving meals to the public in the building on subject land except upon the first floor thereof without the prior approval of the proper municipal officials.

3. The Owner will not allow more than 63 roomers to live in the existing building on the subject land.

4. The Owner will provide 26 off-street parking places for said building, 16 of which may be supplied within 500 feet of subject land on land owned or leased by the Owner with the remaining 10 places to be on subject land.

5. The Owner will make an annual payment in lieu of taxes if the subject land is ever exempted from taxation pursuant to the provisions of Chapter 120 of the Illinois Revised Statute as now or hereafter amended at the rate the property would have been taxed had it been subject to levies only by School Districts 65, 202 and the City of Evanston and the corporate taxing bodies whose boundaries do not extend beyond the geographical limits of the City of Evanston.

6. The covenants herein set forth shall run with the subject land and shall bind the Owner and its grantees, successors and assigns. The City of Evanston is intended to be benefited by the covenants here in set forth and may enforce compliance thereof in any equity court of competent jurisdiction. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission and signed and approved by the then Owner of subject land and the City of Evanston. Nothing in this Declaration, expressed or implied, is intended or shall be construed to confer upon, or to give to any person or persons, other than the City of Evanston, any right, remedy or claim under or by reason of this Declaration or any covenant, condition or stipulation.

951 716

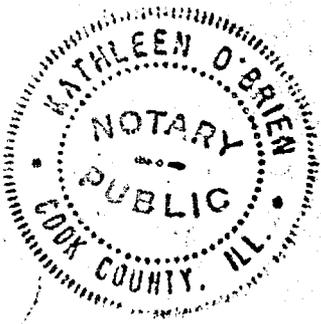


to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25th day of November, 1974.

[Signature]  
Notary Public

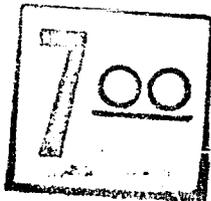
My Commission Expires June 20, 1977



22 951 716

This instrument was prepared by:  
Robert O. Wienke, Esq.  
Hubachek, Kelly, Rauch & Kirby  
3100 Prudential Plaza  
Chicago, Illinois 60601

REC'D BY CH 12 30  
924436 • 22951716 A



MAIL

22951716

CITY OF EVANSTON  
EVANSTON, ILLINOIS

July 3, 1974

Richard Ungaretti  
Kirkland and Ellis  
2700 Prudential Plaza  
Chicago, Ill. 60601

Re: Zoning Board Case  
11-78-17 & SU(R), for the  
property at 1566 Oak Avenue

Dear Mr. Ungaretti:

The City Council, at a meeting held on June 28, 1974, substantially in accordance with the recommendation of the Zoning Board of Appeals, granted the application of the Catholic Bishop of Chicago, Inc., and Richard and Patricia Barnes for variations from the use provisions and the off-street parking requirements of the zoning ordinance to allow a restaurant open to the public, and also for a special use permit to allow use of the building as a rooming house on the property at 1566 Oak Avenue, subject to compliance with all other provisions of the zoning ordinance, other applicable laws, and the following conditions:

1. The variation and special use permit herein granted are to be valid for so long as no, structural alterations as that term is defined in the zoning ordinance, are undertaken on the premises, except for plans approved by the Planning and Development Committee, or if parking required in condition 4 is not supplied.
2. that the variation to allow a restaurant open to the public shall be limited to the floor of the building identified as the first floor in exhibit 3 submitted to the Zoning Board of Appeals;
3. the special use for a rooming house shall be limited to a maximum occupancy of sixty-three roomers;

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CITY OF EVANSTON

EVANSTON, ILLINOIS

-2-

4. that twenty-six off-street parking spaces shall be provided, sixteen of which may be supplied within five hundred feet of the subject property on land owned or leased by the property owner, and the remainder located on the property;
5. that the owner make an annual payment in lieu of taxes if the property is ever exempted from taxation, pursuant to the provisions of Chapter 120 of the Illinois Revised Statutes, as now or hereafter amended, at the rate the property would have been taxed had it been subject to levies only by School Districts 25, 202, and the City of Evanston and those corporate taxing bodies whose boundaries do not extend beyond the geographical limits of the City of Evanston; and
6. that a covenant of agreement to the above conditions shall be submitted on recordable form by the applicants.

Ordinance 51-9-74, confirming this action, was adopted by the City Council on June 24, 1974.

Any variation or special use granted by the City Council is subject to Section XII.C.4.c. which is quoted below for your information.

A variation or special use permit approved by the City Council by ordinance shall not be valid after a period of one (1) year, except for planned developments as otherwise set forth in the zoning ordinance, unless during such period such variation or special use shall be established or unless any required building, development or erection permit for an approved variation or special use is obtained within this period, after which construction shall proceed to completion within a reasonable time. Said one (1) year period may be extended in writing for good cause by the Director of Inspections and Permits or the City Manager or his authorized representative for up to an additional one year, if no other zoning changes affecting the property have been made or

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CITY OF EVANSTON  
EVANSTON, ILLINOIS

-3-

are formally pending before the City Council or Zoning Amendment Committee; or said period may be extended by the Council for such time as it shall determine, for good cause shown and without further hearing before the Board.

Sincerely yours,

*David N. Rasmussen*

David N. Rasmussen  
Secretary, Zoning Board of Appeals

CC: Richard A. Beyer  
Property Standards Div.  
Technical Codes Div.  
File

DNR:jb

C  
O  
P  
Y

1566 OAK STREET, EVANSTON

BASEMENT

Furnace Room  
Coal Storage  
Pantry  
Generator  
Stairs  
Cleaning Room

FIRST FLOOR

oyer, bath, elevator, recreation room, stage, 2 storage rooms, TV room, 2nd kitchen, china storage. Dining room, kitchen, pantry, employees' dining room, security guard room, freezer room, pantry room, bath, cook's sitting room, stairs.

SECOND FLOOR

Room 200-207. Manager's 2 rooms and bath. 1 large dormitory bathroom with showers, toilets, sinks & tubs. Living room, reception telephone, library, 2 fire escapes.

THIRD FLOOR

Room 300-318. ~~4 large bedrooms~~, 1 large dormitory bathroom with showers, <sup>6</sup>toilets, <sup>8</sup>sinks & <sup>3</sup>tubs. 1 room with bath. 2 stairways & 2 fire escapes.

FOURTH FLOOR

Room 401-419. ~~4 large bedrooms~~, 1 large dormitory bathroom with showers, <sup>6</sup>toilets, <sup>8</sup>sinks and <sup>3</sup>tubs. 1 room with bath. 2 stairways and 2 fire escapes.

FIFTH FLOOR

Room 501-506. 1 stairway and 1 fire escape. 1 large dormitory bathroom with showers, toilets, sinks and tubs. Laundry room, trunk room.

At one time it housed 100 girls.

22-0-80

AN ORDINANCE

Granting a Variation and a Special Use  
for the Property Located  
at 1566 Oak Avenue

WHEREAS, the Evanston Zoning Board of Appeals conducted public hearings on December 18, 1979, January 15, 1980 and February 19, 1980 upon the application of the First National Bank and Trust Co. of Evanston as trustee under trust R-1759 and Patricia N. Barnes and Richard S. Barnes, beneficiaries, for a variation from the yard obstruction regulations of the Evanston Zoning Ordinance to permit erection of a canopy in the front and side yard; and for a special use to allow identification signs as a part of said canopy on the property commonly known as 1566 Oak Avenue, property located in an R-7 General Residence District; said public hearing having been conducted pursuant to notice and publication thereof in the manner prescribed by law; and

WHEREAS, the Zoning Board of Appeals has recommended that such variation and special use permit be granted;

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

SECTION 1: That the application of the First National Bank, Patricia N. Barnes and Richard S. Barnes for a variation from the yard obstruction regulations to permit erection of a canopy partially located in the required side and front yards, and for a special use to allow three identification signs on the premises as a part of said canopy on the property located at 1566 Oak Avenue, Evanston, Illinois and legally described as follows:

The North 58 1/3 feet of Lot 3 and the South 8 1/3 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

be and hereby is granted subject to compliance with all other provisions of the Evanston Zoning Ordinance and other applicable laws and the condition that said canopy and signs be installed in conformity with the site plan and drawings submitted with the application and identified by the date stamp of the appeals officer of November 16, 1979, with the following modifications thereto:

1. The characters used for the three signs shall be limited to a maximum height of 8 inches; and
2. The two identification signs which are to be printed on each of the side curtains of the canopy may identify any one lawfully established, non-residential use located on the premises.

SECTION 2: The Director of Inspections and Permits is hereby directed to issue such permit pursuant to the terms of this ordinance.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by the law.

Adopted April 8, 1980

Introduced March 24, 1980

Approved April 10, 1980

[Signature]  
Mayor

ATTEST: [Signature]  
City Clerk

Approved as to form: [Signature]  
Corporation Counsel

Civic Center

2100 Ridge Avenue  
Evanston, Illinois  
60204

Telephone  
312/328-2100

# City of Evanston

May 19, 1981

Mr. and Mrs. Richard S. Barnes  
225 Hamilton Avenue  
Evanston, Illinois

Re: Zoning Board Case 79-26-V & SU(R)  
for the property at  
1566 Oak Avenue.

Dear Mr. and Mrs. Barnes:

Please be advised that the variations granted by the City Council, by adoption of Ordinance 22-0-80, following a hearing before the Zoning Board of Appeals of the above cited case, became invalid on April 8, 1981, under the terms of Section 6-12-4(C) of the Zoning Ordinance which is quoted below for your guidance.

A variation or special use permit approved by the City Council by ordinance shall not be valid after a period of one year, except for planned developments as otherwise set forth in the Zoning Ordinance, unless during such period such variation or special use shall be established or unless any required building, development or erection permit for an approved variation or special use is obtained within this period, after which construction shall proceed to completion within a reasonable time. Said one year period may be extended in writing for good cause by the Director of Amendments and Appeals or, in the event of a vacancy in that office, by the City Manager or his authorized representative for up to an additional one year, if no other zoning changes affecting the property have been made or are formally pending before the City Council or Zoning Amendment Committee, or said period may be extended by the Council for such time as it shall determine, for good cause shown and without further hearing before the Board. (Ords. 28-0-65, 22-0-68, 4-0-72, 49-0-79)

Mr. and Mrs. Richard S. Barnes -2-

May 19, 1981

If I may be of any assistance to you with respect to this matter, please contact me.

Sincerely yours,

*David N. Rasmussen*

David N. Rasmussen, Appeals Officer  
Department of Amendments & Appeals

DNR:gbs

cc: Frank Clark, Director of Building & Zoning  
Nancy Grimmer, Director of Property Standards  
Central Records, Property Standards Department

FIELD INSPECTION REPORT  
 DEPT. OF INSPECTION AND PERMITS  
 2100 RIDGE AVE.  
 EVANSTON, IL 60204  
 (312) 328-2100 EXT. 2170



ADDRESS 1566 OAK ST.

TYPE OF INSPECTION STRUCTURAL

PERMIT NO. BUSINESS LICENSE

COMMENTS: NEW OWNER

STRUCTURAL -  
O.K FOR LICENSE (BUT -  
EXIT SIGN IN PRIVATE DINING  
ROOM MUST BE LOCATED OVER  
NEW EXIT DOOR - ALSO STEPS  
MUST HAVE HAND RAILINGS (BOTH  
SIDES). CALL FOR INSPECTION  
WHEN THESE ITEMS ARE COMPLETED!

[Signature] 5-4-81 [Signature]  
 INSPECTOR'S SIGNATURE DATE OF INSPECTION OCCUPANT OR BUILDER  
 SIGNATURE

RE-INSPECTION DATE

INSPECTOR'S SIGNATURE

CITY OF EVANSTON

January 18, 1984

Margarita Club  
1566 Oak Avenue  
Evanston, Illinois 60201  
Attn: Mr. Brown

Re: 1566 Oak Avenue

Dear Mr. Brown:

Date Our visit to the subject address revealed the following  
Approved violations of the Ordinances enforced by the City of Evanston,  
as administered by the Property Standards Department.

11-8-84

1 HOUSING CODE: Section 5-1-5-1(A)  
Repair or replace the entire water damaged roof that has caused interior damage to rear common hallway between the fifth and sixth floor.

2-4-85

2 HOUSING CODE: Section 5-1-5-1(A)  
Repair or replaster the entire ceiling and walls to the rear interior stairwell between the fifth and sixth floors where moisture has penetrated from the damaged roof. Paint after repairs.

12-10-84

3 HOUSING CODE: Section 5-1-5-3(D)  
Properly cap open junction box to ceiling in the sixth floor rear interior common hallway where wires are exposed.

Room Number 406

2-29-84

4 R.U. 5-1-1  
Remove toaster broiler.

Room Number 407

2-29-84

5 R.U. 5-1-1  
Remove toaster broiler.

2-29-84

6 R.U. 5-1-1  
Remove coffee maker.

Margarita Club  
Re: 1566 Oak Avenue

-2-

January 18, 1984

Room Number 409

- 2-29-84 7 R.U. 5-1-1  
Remove hot plate.
- 2-29-84 8 R.U. 5-1-1  
Remove coffee maker.
- 2-29-84 9 R.U. 5-1-1  
Remove toaster broiler.

Room Number 408

- 2-29-84 10 R.U. 5-1-1  
Remove coffee maker.

Room Number 404

- 2-29-84 11 R.U. 5-1-1  
Remove toaster broiler.
- 2-29-84 12 R.U. 5-1-1  
Remove coffee maker.

Room Number 411

- 2-29-84 13 R.U. 5-1-1  
Remove hot pot.

Room Number 414

- 2-29-84 14 R.U. 5-1-1  
Remove electric skilker.

Room Number 417

- 2-29-84 15 R.U. 5-1-1  
Remove skilker.
- 2-29-84 16 R.U. 5-1-1  
Remove blender.
- 2-29-84 17 R.U. 5-1-1  
Remove hot plate.

Room Number 418

- 2-29-84 18 R.U. 5-1-1

Margarita Club  
Re: 1566 Oak Avenue

-3-

January 18, 1984

Remove hot plate.

Room Number 419

11-8-84<sup>66</sup> 19

HOUSING CODE: Section 5-1-5-1(A)  
Repair or replaster the entire ceiling and west wall where plaster damage has occurred. Paint after repairs.

Fourth Floor Womens' Washroom

11-8-84<sup>66</sup> 20

HOUSING CODE: Section 5-1-5-1(A)  
Repair or replaster the entire ceiling and west walls in washroom where plaster damage has occurred. Paint after repairs.

Room Number 312

2-29-84 21

R.U. 5-1-1  
Remove skillet.

Room Number 300

2-29-84 22

R.U. 5-1-1  
Remove hot plate.

Room Number 305

2-29-84 23

R.U. 5-1-1  
Remove popcorn popper.

2-29-84 24

R.U. 5-1-1  
Remove toaster broiler.

2-29-84 25

R.U. 5-1-1  
Remove hot pot.

2-29-84 26

R.U. 5-1-1  
Remove electric skillet.

Room Number 208

2-29-84 27

R.U. 5-1-1  
Remove electric skillet.

Room Number 204

4-5-84<sup>66</sup> 28

HOUSING CODE: Section 5-1-5-1(A)  
Find cause of moisture that has deteriorated the south wall in this room and repair room.

Civic Center

2100 Ridge Avenue  
Evanston, Illinois  
60204

Telephone  
312/328-2100



# City of Evanston

December 18, 1986

Richard Barnes  
225 Hamilton St.  
Evanston, Illinois  
60202

Re: Restaurant and Rooming House Use at 1566 Oak Avenue

Dear Mr. Barnes:

Per our conversation of December 17, 1986, the above captioned property was granted a variation to operate a restaurant and a special use for a rooming house. Ordinance 51-0-74, which granted these uses, does not limit the restaurant or rooming house to a specific owner or operator and therefore, runs with the land as long as the other conditions contained therein are met.

Enclosed please find a copy of Ordinance 51-0-74 as adopted on June 24, 1974.

If you have any questions regarding this matter, contact me at 866-2930.

Sincerely,

A handwritten signature in cursive script that reads "Frank Aguado".

Frank Aguado  
Zoning Officer II  
Building and Zoning Department

FA:jm

Enclosure

cc: Robert Rudd  
David Rasmussen  
Central Records



*The Margarita  
European Inn*

1566 Oak Avenue  
Evanston, Illinois 60201  
(847) 869-2273  
FAX (847) 869-2353

**RECEIVED**  
COMMUNITY DEVELOPMENT

OCT 25 2001

October 22, 2001

Mr. Eugene Wharton  
City of Evanston  
Community Development Department  
2100 Ridge Avenue  
Evanston, IL 60201

RE: Margarita European Inn  
1566 Oak Avenue, Evanston 60201  
License # C-407

Dear Mr. Wharton:

*1566 - 01RHC - 00016*

This is in response to your request for written verification of the current number of "roomers" in the Margarita European Inn so you can revise our "Rooming House Invoice Fee".

The number of "roomers" in the Inn has been decreased from forty-four {44} to forty-two {42}.

Yours very truly,

*Barbara Gorham*  
Barbara Gorham



---

# City of Evanston, Illinois

---

## CERTIFICATE OF ZONING COMPLIANCE

---

*APPROVED*

**ZONING CERTIFICATE NUMBER: 13ZONA-0016**

**DATE ISSUED:**

---

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

**PROPERTY ADDRESS:** 1566 OAK AVE

**ZONING DISTRICT:**

**OVERLAY DISTRICT:**

**USE:**

**CONDITIONS OR  
COMMENTS:**

SUBJECT TO PROVIDING 18 OFF-STREET PARKING SPACES WITHIN 500' OF MARGARITA  
(ORD 51-O-74)

**CERTIFICATE BASED ON:** Plans Prepared As:

Plans Dated:

Plans Prepared By:

Plat of Survey Dated:

Plans Originating As:

Related Application ID:

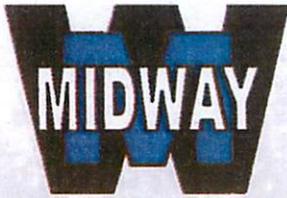
Miscellaneous:

THIS ZONING  
CERTIFICATE IS NOT A  
BUILDING PERMIT.

**ISSUED BY:**

---

Zoning Officer

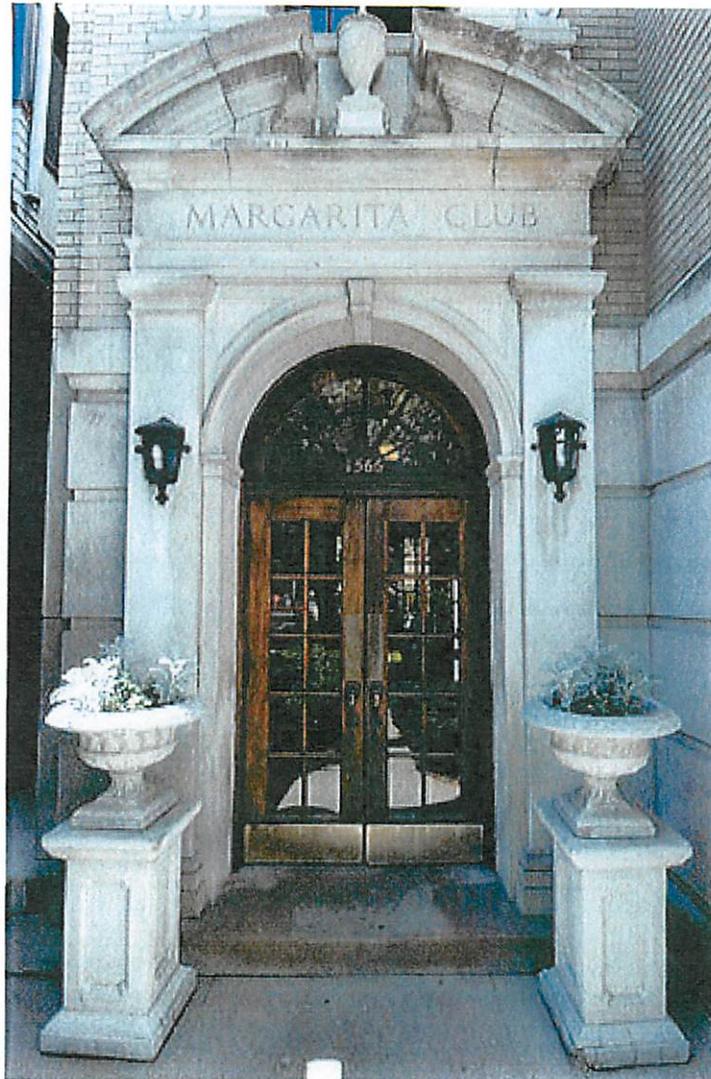


## The Margarita European Inn

1566 Oak Avenue  
Evanston, IL 60201

Guest Room and Bath Renovation  
Bid Proposal: August 31, 2012

*Owner: Mr. Michael W. Pure*  
*Architect: Fitzgerald Associates.*  
*MEP's: Fitzgerald Associates*  
*Structural: Fitzgerald Associates*



## Background

The Margarita European Inn is a four-story forty-two room hotel located at 1566 Oak Avenue in Evanston. Built in 1927, it began as a residence for business women and maintains much of the original architecture and features of the original building. Part of its charm is that the hotel sits on a beautiful, tree-lined street in the heart of Evanston that is a residential, yet it is steps from the restaurant, retail and transportation hub of downtown Evanston.

The Margarita is a longtime mainstay of the Evanston hotel scene and the Northwestern University community; parents often book a year in advance during the University's busy seasons. Parents, family, visiting professors and speakers, have graced the charming rooms of the hotel. Our neighbors often refer to the hotel as "Evanston's extra guest room."



*Margarita European  
Inn  
Evanston, IL*



**ENTERPRISES, INC.**  
P.O. BOX 517  
LAKE ZURICH, ILLINOIS 60047  
PHONE (847) 438-5115  
FAX (847) 438-5117



**The Margarita European Inn**  
**Evanston, IL**

**Bid Estimate**

**August 31, 2012**

Our bid estimate for this project in accordance with all items stipulated herein is broken down as follows:

**One Million Five Hundred Sixty Six Thousand Eight Hundred Ninety Four and no cents.  
(\$1,566,894.00)**

Above price inclusive of all contractor fees, insurance, and overhead.

The above price will be subject to change in the event any subsequent changes are made to the plans.

Upon contract acceptance, a ten percent (10%) deposit to Contractor will be required for preconstruction and value engineering services.



**ENTERPRISES, INC.**  
P.O. BOX 517  
LAKE ZURICH, ILLINOIS 60047  
PHONE (847) 438-5115  
FAX (847) 438-5117



**The Margarita European Inn**  
**Evanston, IL**  
**August 31, 2012**

**Allowances Included in Base Bid**

1. Carpet and padding material	\$ 20.00/SF
2. Ceramic Tile material	\$ 8.00/SF
3. New exterior underground water services and restoration	\$ 9,800.00
4. Fire Alarm system for entire building	\$ 50,000.00

1. *The General Contractor is not responsible for Architect or Designers errors or omissions.*
2. **Sitework**
  - a. *New exterior underground water service and restoration is a \$9,800.00 Allowance.*
  - b. *Excavation for the elevator foundation is included.*
3. **Concrete**
  - a. *All concrete and reinforcing steel included for the elevator tower up through the roof is included.*
4. **Masonry**
  - a. *All masonry per plan and sketches for the elevator tower up through the roof is included.*
5. **Steel**
  - a. *All structural steel, lintels and metal decking per Fitzgerald's sketches for the elevator tower is included.*
6. **Wood and Plastics**
  - a. *No specific clarifications.*
7. **Thermal & Moisture Protection**
  - a. *Waterproofing at the elevator pit foundation is included*
8. **Door & Windows**
  - a. *We have assumed all new doors and hardware at 25 new guest rooms, 28 baths, and all new closets. . (Reuse of existing not taken into account at this time.)*
  - b. *We've included Saflok card locks at all guest entry doors.*
9. **Finishes**
  - a. *In addition to the new work we have included painting of walls, trim and doors for the existing 22 guest rooms only and not baths*
  - b. *We have included furnishing and installing carpeting for the all 47 guest rooms  
Carpeting material (carpet and pad) is an allowance of \$20/SF.*
10. **Specialties**
  - a. *All signage is by Owner.*
  - b. *Winter Provisions (i.e. Concrete or Mortar Additives, Temporary Heat, Frost Protection, or work, Heat Blankets, Scheduling Hindrances, Snow Removal, Spring Conditions, Frost Ripping, or other Temporary Provisions, etc.) is not included in our base bid.*
11. **Equipment**
  - a. *No kitchen equipment or other related equipment is included.*

**12. Furnishings**

- a. *All FF&E including window treatments are by Owner.*

**13. Special Construction**

- a. *None*

**14. Conveying Systems**

- a. *We have included a hydraulic, 4 stop passenger elevator with standard cab finishes.*

**15. Mechanical**

- a. *Furnish and installing fire protection system throughout the entire building.*  
b. *No sprinkler heads were figured in Guest Room closets.*  
c. *Complete HVAC system inclusive of boiler replacement & PTAC's.*  
d. *No kitchen work, new or existing included at this time.*

**16. Electrical**

- a. *The fire alarm system is a \$50,000.00 allowance. (Included)*  
b. *Low voltage has not been included until more detail is available. Although empty conduits are provided in the new walls as applicable.*

**EXCLUSIONS:**

1. **Permits and all other associated fees are to be by owner.**
2. **Public utility fees, charges or cost.**
3. **Payment or Performance Bonds excluded; city/state licenses by GC.**
4. **Trash \ ash receptors**
5. **No work in existing Bathrooms is included**
6. **Work in existing areas as noted on the plans.**
7. **FF&E (Furnish or Install)**
8. **No Kitchen Equipment is included.**
9. **No work on exterior building façade included.**
10. **No work on existing roof other than what we need to install as a result of other work.**
11. **No work in existing stairways, auxiliary areas, basement, etc...**

**Budget Estimate**

Project: Margarita European Inn  
Evanston, IL

No.	Description	Budget
1	Site Layout	1,000.00
2	Underground Utilities	9,800.00
3	Landscape Restoration	2,000.00
4	Demolition - Exterior	8,320.00
5	Demolition- Interior	61,000.00
6	Concrete Foundation & Slabs	58,000.00
7	Masonry	30,000.00
8	Tuckpointing	N/A
9	Misc. Steel	27,300.00
10	MTL Stair System	N/A
11	Carpentry	27,600.00
12	Misc Carpentry	
13	Wood Roof Deck	All
14	Closet Shelves & Rods	3,800.00
15	Millwork	
16	Insulation	13,200.00
17	Roofing - Flat	18,600.00
18	Doors and Frames	53,042.00
19	Door Hardware	8,800.00
20	Saflok Card Lock	16,645.00
21	Closet Doors	In above
22	Thresholds (Both)	2,800.00
23	Glass & Glazing	14,800.00
24	Mirrors	3,500.00
25	Shower Doors	N/A
26	Drywall & Metal Studs	151,000.00
27	EIFS	12,100.00
28	Hard Tile & Base	36,600.00
29	Laortory Tops	9,800.00
30	A.C.T.	5,200.00
31	V.C.T.	1,500.00
32	Carpet & Base	59,000.00
33	Painting & VWC	38,425.00
34	Toilet Accessories & Partitions	4,200.00
35	Tub Shower Rods	980.00
36	Corner Guards	550.00
37	Fire Protection	115,000.00
38	Fire Extinguishers Cabinets	1,200.00
39	Elevator	65,000.00
40	Fire Alarm	50,000.00
41	Plumbing	168,000.00
42	HVAC	183,000.00
43	Electrical	120,000.00
	<b>Subtotal</b>	<b>1,381,762.00</b>
	General Conditions	81,500.00
	Insurances	13,817.62
	Fee & Overhead	62,179.29
	Contingency	27,635.24
	<b>GRAND TOTAL</b>	<b>1,566,894.15</b>



**ENTERPRISES, INC.**

P.O. BOX 517

LAKE ZURICH, ILLINOIS 60047

PHONE (847) 438-5115

FAX (847) 438-5117

August 31, 2012

The Margarita European Inn  
1566 Oak Avenue.  
Evanston, IL 60201

Attn: Mr. Michael W. Pure

Re: The Margarita European Inn – Guest Room and Bath Renovation

Dear Michael,

Thank you for allowing Midway Enterprises, Inc. to participate in your upcoming hotel guest room and bath renovation. We can contribute a wealth of experience to your endeavor and assure you of optimal results at the project's conclusion. We have assembled our estimate based on the conceptual design documents, site visits, and several conversations with you.

We have done the best we can to come up with a realistic budget estimate as a creditable starting point for this endeavor. I believe we are all aware that this initial estimate will be somewhat of a "moving target" as the design develops fully and further input is exchanged. Our initial goal was to establish a realistic starting point which reflects the overall intent you conveyed to us.

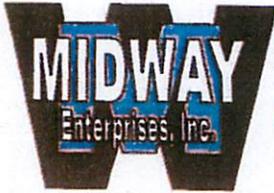
Attached you will find numerous clarifications along with our pricing breakdown and conceptual design drawing log.

I look forward in reviewing our proposal in detail with you and the architect and hopefully can join the team in pursuit of this project.

Sincerely,

Steven J. Potokar  
President

SJP:ljp  
attachments  
cc: D. Nelson, L. Potokar, File



**ENTERPRISES, INC.**  
P.O. BOX 517  
LAKE ZURICH, ILLINOIS 60047  
PHONE (847) 438-5115  
FAX (847) 438-5117



The Margarita European Inn  
Evanston, IL

**CLARIFICATIONS AND EXCLUSIONS**

August 31, 2012

CLARIFICATIONS:

*All work has been priced in accordance to the plans and specification listed herein; however, various assumptions and clarifications are presented below per the appropriate CSI division 1-16.*

**1. General Requirements.**

- a. *All work to be performed in strict accordance with the plans and specifications prepared by Fitzgerald Associates. (Refer to document log herein this package.)*
- b. *General Contractor will coordinate design documents with the architect, but not be responsible for design errors or omissions.*
- c. *Builders Risk Insurance by Owner; General Liability and Workmen's Compensation by General Contractor*
  - a. *Workers Compensation and Employers Liability – Statutory Limits - \$1,000,000.00*
  - b. *General Liability - \$1,000,000.00*
  - c. *Automobile Liability - \$1,000,000.00*
  - d. *Umbrella Liability - \$2,000,000.00*
  - e. *Up to Six (6) Additional Insured may be listed (This includes Midway Enterprises on Subcontractor Certificates of Insurance.)*
  - f. *Absolutely no work inside existing hotel building is included.*
- d. *Prior to construction mobilization, Owner to issue contractor written verification of funding for the project including financial institution and escrow holder and title company information.*
- e. *Electric and water cost by Owner at no cost to G.C.*
- f. *All Work as quoted herein is based on non-union labor.*
- g. *Upon completion Contractor will remove all construction debris; final clean by Owner.*
- h. *Basement to be cleared out of all materials prior to construction start.*
- i. *We have assumed no work in any of the existing guest room baths.*
- j. *We have no provisions for concealed conditions which could constitute additional work.*
- k. *We have no provisions for any existing code violations beyond what we are aware of.*

**PREPAYMENT PENALTY:** Pre-payments in excess of 20% of the principal outstanding balance requires 21 day written notice to Bank.  
5%, 3%, 1% Prepayment Penalty for first three years from day of closing. Pre-payments in excess of 20% of the principal outstanding balance require 21 day written notice to the Bank.

**COLLATERAL:** First Real Estate Mortgage on 1566 Oak Avenue,  
First General Business Security Agreement on all business assets, including but not limited to accounts receivable, inventory and equipment.

**REAL ESTATE ESCROW:** Borrower will be required to escrow for real estate taxes on the primary real estate collateral and escrow payments must be made with monthly with the principal and interest payments.

**GUARANTORS:** Unlimited Personal Guarantee of Michael & Melissa Pure  
Discuss limited guarantor or assignment of interest in related Pure Partnerships

**LIFE INSURANCE:** An Assignment of Life Insurance in the amount of \$1,000,000 on the life of Michael Pure.

The overall sources and uses are as follows:

<b>Sources:</b>			<b>Uses:</b>		
Proposed SBA Loan	\$ 4,135,000	92%	Refinance	\$ 2,450,000	54%
City of Evanston	\$ 230,000	5%	Renovation	\$ 1,567,000	35%
Equity	\$ 150,000	3%	Working Capital	\$ 200,000	4%
		0%	Fees	\$ 170,000	4%
		0%	Franchise Fee	\$ 45,000	1%
		0%	Other Costs	\$ 83,000	2%
		0%			0%
<b>TOTAL</b>	<b>\$ 4,515,000</b>		<b>Total</b>	<b>\$ 4,515,000</b>	

**FINANCIAL REPORTING:**

- 1.) Annual corporate tax returns within 30 days of filing.
- 2.) Annual Compiled Financial statements within 120 days of Year End.
- 3.) Interim monthly financial statement comprised of both balance sheet and income statement to be provided within 30 days of the month end.
- 4.) Personal financial statements due annually for Guarantors.
- 5.) Personal tax returns of Guarantors due within 45 days of filing.
- 6.) Quarterly occupancy and REVPAR data to be provided.

**DEPOSIT:** Upon acceptance of this loan proposal, Ridgestone Bank will require a non-refundable deposit against expenses of \$2,500.  
In the event that you cancel this transaction, this fee will be retained by lender.  
If Ridgestone or the SBA does not approve the request, the unused portion of your fees will be refunded less any portion used by Lender for such items as appraisals, environmental reports, credit reports, loan underwriting and any other reasonable expenses.

**EXPIREY:** This proposal expires ten business days from its date listed above.

I look forward to working together and hope you find this proposal acceptable to assist with the future plans of Margarita European Inn, Please do not hesitate to contact me with any questions or comments. I can be reached at 262-860-2090.

Sincerely,



13925 W. North Avenue  
Brookfield, WI 53005

October 22, 2012

Pure Investments, Inc., and 1566 Oak Avenue LLC  
Mr. Michael Pure  
1566 Oak Avenue  
Evanston, Illinois 60201

RE: Financing Proposal

Dear Mr. Pure:

Thank you for allowing Ridgestone Bank to review your financial situation. Based on our recent discussions and due diligence, we are pleased to present this financing proposal to you. This proposal is not inclusive of all terms and conditions and is subject to our formal credit approval. It is, however, a strong indication of our interest and willingness to provide credit. This proposal is contingent upon receipt of numerous other documents necessary to complete Ridgestone's analysis as well as the SBA Application.

**SBA 7a Loan**

**BORROWER:** Pure Investments, Inc., and 1566 Oak Avenue LLC as co-borrowers

**LOAN AMOUNT:** \$4,135,000 – May look to split note to refinance and construction (terms would be the same)

**INTEREST RATE:** Wall Street Journal Prime Rate + 2.50%, adjusted monthly.

**TERM:** 25 Year Term / 25 Year Amortization

**REPAYMENT:** Twelve Months Interest only followed by 24 Years of P&I payment. Initial estimated payment of \$26,510.  
Monthly payment to adjust quarterly, if necessary, to maintain original amortization period.

**FEES:** \$2,500 SBA Application Fee, SBA Fee of \$108,544, Attorney's fees of approximately \$7,500, plus out-of-pocket costs estimated at \$15,000. This covers costs for filing fees, searches, tax service, appraisals, title work, closing fees, etc.

**EXPENSES:** The Borrower will be responsible for all of the Bank's normal and customary costs related to and expenses associated with closing this transaction. All out of pocket expenses of the Bank shall be paid by the Borrower whether or not the transaction closes.



## Funding of Renovations

The total budget for the project is \$4.515 million (construction costs \$1.567million; soft goods cost \$498,000. Please see for construction budget. The construction can start as soon as the loan is funded.

. Mr. Pure has invested over \$1 million in the property and cannot obtain further financing without assistance. To that end, we are requesting an investment by the City of Evanston for the amount of \$230,000 to fill the funding gap. We believe this investment will result in increased hotel tax revenue with a return on the investment of \$50,000 on the conservative side annually. Investment in this is the kind of project fits into key elements of what has been important to the leaders of Evanston as well as the goals of future economic development. Specifically:

- The Margarita European Inn is an existing historic boutique hotel which is unique to Chicago's North Shore and located in Evanston. It speaks to visitors who do not want a chain, cookie-cutter hotel and is the only accommodation of its kind in the area.
- The planned renovations upon completion will bring additional viable hotel rooms into the Evanston hotel market at minimal investment in the long term by the city.
- This investment will result in increased tax dollars (hotel tax plus supplement sales taxes) that are paid by visitors versus residents. Along with increase in the job base.
- The City of Evanston would be investing in a project of an ongoing business entity committed to the city with a diverse financial base of funding. This project would not change the footprint of the hotel, is in character of the architecture on Oak Street and will not disturb the neighborhood in any meaningful or long-term way.

## Moving Forward

Mr. Pure has persevered and weathered the storm as a sole proprietor. Planning for the future, work needs to be done to the property to maximize the number of bookable rooms it has to offer and while maintaining the architectural integrity of the hotel and its unique standing in the Evanston hotel community. Mr. Pure has rebuked offers from lower-end brand hotel chains to flag the hotel as a Holiday Inn Express or La Quinta Inn as the changes required in establishing these brands would not mesh with the customer base who seek out the hotel and Evanston is already serviced by a economy brand hotel.

To that end, Mr. Pure commissioned a study from the well-respected hospitality consultancy group, Ferrum Hospitality LLC based in Alpharetta, Georgia. Ferrum Hospitality concentrates on reviewing hotels and establishing plans to maximize revenue and position a property in the most competitive position with a solid plan for operational and structural improvements.



In 2011, Ferrum Hospitality conducted its review which is contained in a full study that is attached as ATTACHMENT A. In summary, the study recommends:

- Adding bathrooms to the 20 rooms that currently do not have them.
  - On an annual basis, the Margarita Inn lags the Evanston hotel market by 25% in Occupancy because once the 24 rooms with bathrooms are booked; today's customers do not want the remaining 20 rooms without bathrooms.
- Remodel to install 25 new bathrooms.
- Update the HVAC system (85 year old boiler/window air units) to an energy efficient system.
- Update life safety systems.
- Install an exterior elevator in the rear of the building for easy entry from the parking area.
- In-room energy maintenance systems.
- Wi-Fi in all guest rooms
- Paint and re-carpet
- Tuck pointing entire building

The following page demonstrates the Occupancy, Revenue and Tax Implications of moving forward with the proposed renovations.



## Show the lowest price for this hotel (from our partners)

Check-in

Check-out

Adults

Show Prices

Expedia.com  
 Booking.com

Priceline.com  
 Hotels.com

Travelocity  
 ORBITZ.com



attyanne  
Santa Monica

Contributor  
11 reviews

4 helpful votes

### "Welcome home!"

★★★★☆ Reviewed February 25, 2012

1 person found this review helpful

We have stayed at the Margarita Inn a number of times because our son is a student at Northwestern. The inn is charming, every room is different and we have enjoyed a variety of queen and king rooms and suites. If you are looking for 5 star luxury, don't come here. But if you are looking for a wonderfully welcoming B & B, with a continental breakfast, comfy beds, tea and coffee service in the afternoon, a great location and Kathryn, a manager who welcomes you like a member of the family, join us in coming here. And, the restaurant downstairs is terrific!



## Show the lowest price for this hotel (from our partners)

Check-in

Check-out

Adults

Show Prices

Expedia.com  
 Booking.com

Priceline.com  
 Hotels.com

Travelocity  
 ORBITZ.com

See which rooms travelers prefer - 5 traveler tips

37 reviews sorted by **Date** ▼ Rating

English first ▼



momtipsfortraveling  
cherry hill nj

Reviewer  
5 reviews

13 helpful votes

### "lovely"

★★★★☆ Reviewed April 30, 2012

What a lovely bed and breakfast/inn. I went there when my daughter was visiting Northwestern. Wonderful hospitality - butter cookies were set out in the afternoon! - a beautiful, comfy sitting room with lovely Oriental rugs that wouldn't be out of place in Downton Abbey, and a wonderful library room. Breakfast was lovely, served in the sitting room, with great coffee, eggs and quick bread. I didn't want to leave!

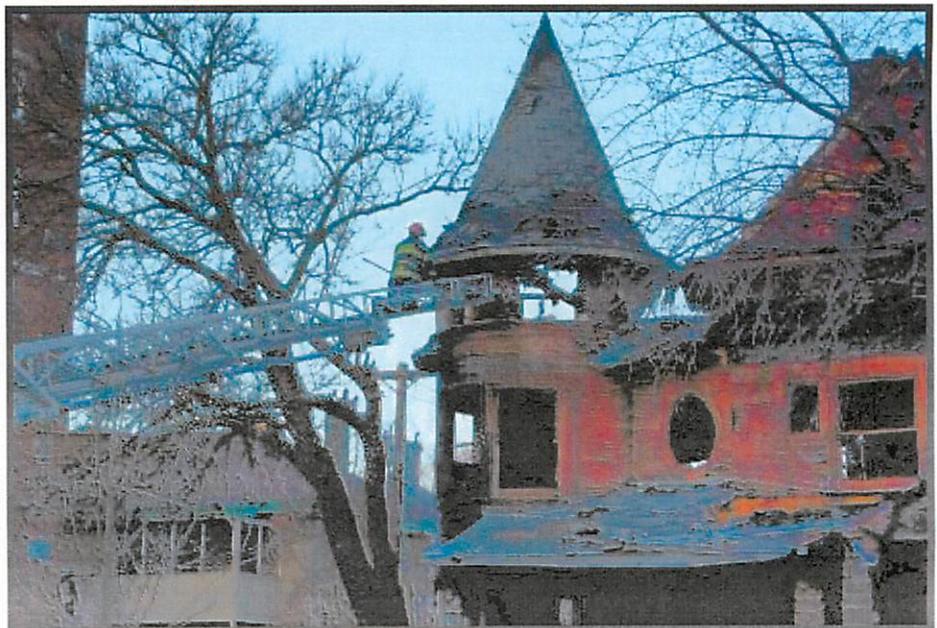
I would recommend this for adults and teens. I would not recommend this for small children, unless they're readers and like cozy nooks to read a good book in. If you're looking for a flat screen TV, sterile rooms, marble, granite, mahogany and anonymity, this is not a good choice. However, it was really wonderful for me. I was alone and the proprietors really made me feel welcome. As I ate breakfast in the sunny sitting room, I chatted with other guests and read the newspaper. You are known by sight very quickly, which makes it feel very secure.

## A New Era

The Gorman Family owned the the Margarita European Inn until March 2008 when it was purchased by its current owner, Michael Pure. Mr. Pure, a life-long resident of Chicago and the Northern Suburbs, brought a family background in the hospitality industry to the property. He has been committed to keeping the Margarita European Inn an icon of Evanston as a one-of-a-kind boutique hotel for its favored guests and new guests seeking old time charm and first-class service.

Less than 6 months after Mr. Pure purchased the hotel, the economy fell into a deep recession resulting in a 20% drop in occupancy and rate for hotels across the board in Evanston and the Chicagoland areas. Va Pensiero, the well-known Italian restaurant, had been leasing space from the Gorman family in the hotel and upon purchase, their lease continued under Mr. Pure's ownership until April 2010 when the restaurant went out of business. The loss of tenant income was substantial. Mr. Pure found himself in the restaurant business and took over management of the space and re-opened the restaurant as Pensiero Ristorante.

Just as the recovery was beginning to take hold in 2011, the property next door to the Margarita European Inn burned down to the ground. The south side of the hotel was damaged and there are still ongoing issues being worked out with the insurance companies of both parties. Mr. Pure expended



much of his personal assets to make the fire repairs replacing 600 windows and at the same time all of the rooms on the south side of the building were unrentable during the repairs.

Even with all the turmoil of recent years, guests still love staying at the Margarita European Inn. It is unique and pure Evanston....see what recent customers are saying...

## History

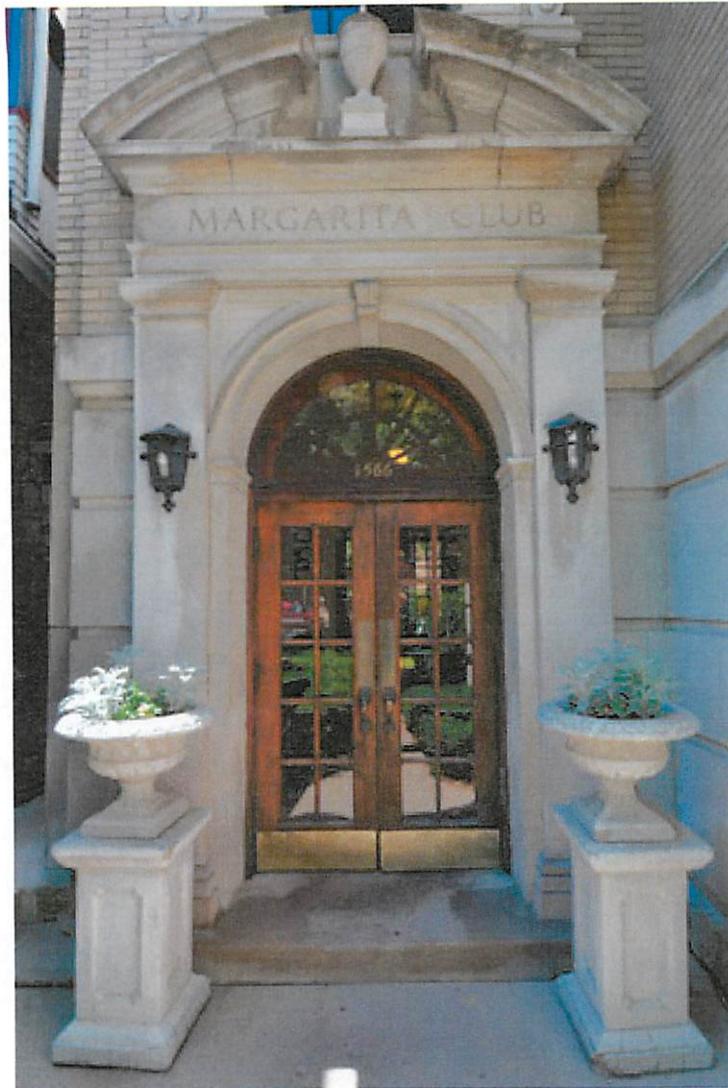
The history of the Margarita European Inn is tied with the history of the City of Evanston itself. Father David O'Leary and his sister, Mrs. Margaret Lynch, with the support of St Mary's Catholic Church purchased the land and built the facility naming it in honor of their mother and sister, both named Margaret.



Margaret O'Leary (1801-1900) was the first female resident of Evanston. Mrs. John O'Leary (Margaret) raised 5 girls and 3 boys and was actively involved in the Evanston community for 60 years before her death at the age of 99.

The building remained the Margarita Club until 1989 when it became the Margarita European Inn, a boutique hotel. Over the years, the rooms were divided to create 20 rooms without private bathrooms and 22 rooms with private bathrooms. Keeping with the history of the Margarita's roots, some of the original rooms were kept on every floor. Each room has been furnished with antiques and personal touches to make each room unique in layout and décor.





## Background

The Margarita European Inn is a four-story forty-two room hotel located at 1566 Oak Avenue in Evanston. Built in 1927, it began as a residence for business women and maintains much of the original architecture and features of the original building. Part of its charm is that the hotel sits on a beautiful, tree-lined street in the heart of Evanston that is a residential, yet it is steps from the restaurant, retail and transportation hub of downtown Evanston.

The Margarita is a longtime mainstay of the Evanston hotel scene and the Northwestern University community; parents often book a year in advance during the University's busy seasons. Parents, family, visiting professors and speakers, have graced the charming rooms of the hotel. Our neighbors often refer to the hotel as "Evanston's extra guest room."

**Pure Investments, Inc.  
1566 Oak Avenue LLC**

Uses:

Refinance Mortgage	\$2,450,000
Renovation	1,567,000
Plans	75,000
Appraisal Update	8,000
Franchise Fee's	\$ 45,000
Working Capital	200,000
Fee's	<u>170,000</u>
	\$4,515,000

Sources:

SBA Bank Loan	\$4,285,000
City of Evanston	<u>230,000</u>
	\$4,515,000

City of Evanston is providing funds for working capital and franchise fees.

The hotel, when complete with a reservation network through Choice, should see increased occupancy and average daily rate (ADR) increase significantly.

Currently, only 20 of the 42 rooms have a private bath, so as soon as those rooms rent, it is difficult to rent the rest of them. While the current ADR is close to \$92.00, most nights the actual rate is higher because in essence there are only 20 rooms to rent.

Projected room tax for the city will be \$52,000 in 2012, \$55,000 in 2013, and \$107,000 in 2014 the first year after completion.

While our request is for \$230,000, the City will in essence recoup its loan funds in about 5 years or less.

**Is an occupancy of 72% likely, based on current economics and the statistical occupancy of 64.2% for the Chicago Northshore?**

The occupancy is achievable, mainly because a boutique hotel, in an upscale market such as Evanston, generally does 6-10% points above the market.

The proximity of Northwestern University, and other upscale shopping and tourist activities bodes well for the Margarita.

We look forward to discussing this request with you in more detail on December 19<sup>th</sup>.

As a side note, the attached prospectus does not contain any personal financial data relating to Michael Pure or his other interests. Should yourself, or any other appropriate city official need to discuss those type of financial matters please contact Michael Pure directly.

Sincerely,



Stephen J. Diedrich  
Principal  
ECONOMIC DEVELOPMENT ASSOCIATES

November 12, 2012

Ms. Johanna Nyden  
Economic Development Planner  
City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201-2798

RE: Pure Investments/Margarita European Inn

Dear Ms. Nyden,

As a follow up to our meeting last week, please find the financing prospectus for the renovation of the above Inn.

We are requesting the City assist the project with \$230,000 of financial assistance. This assistance is required in order to make the project come to completion.

Please note the following:

**Hotels are difficult to finance, in today's credit environment:**

We have obtained a financing letter from Ridgestone Bank a copy of which is included. You will note that our project has a total cost of \$4,515,000. Ridgestone is willing to provide up to \$4,135,000 in SBA funding for the project.

Michael Pure is willing and able to invest an additional \$150,000 into the project by leveraging other real estate. It is not reasonable for him to inject additional monies without straining working capital. This injection is a requirement of Ridgestone Bank.

This leaves us with a \$230,000 shortfall that we need to cover and we need assistance to complete the project.

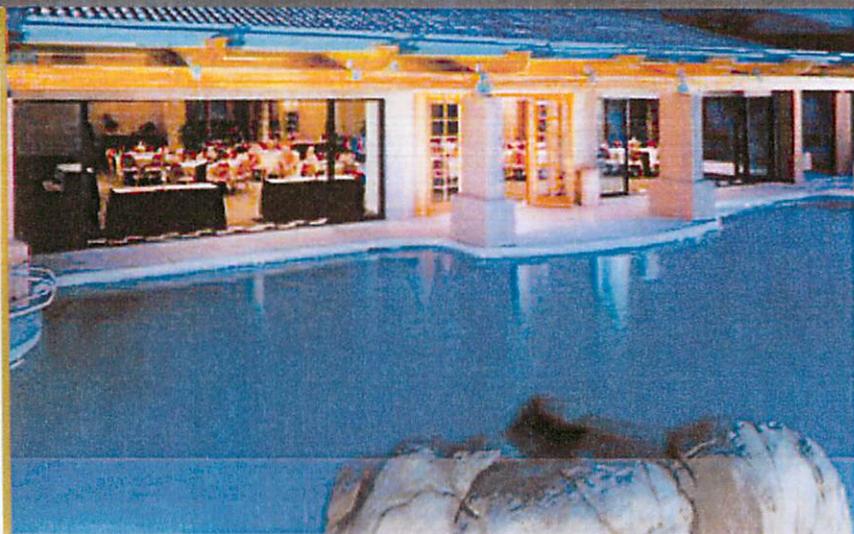
**The project enhances the enterprise and generates revenue for the city:**

This renovation allows the hotel to join the Ascend Collection of Choice hotels. Choice will require upgrades to the property, the main item is private bathrooms and 4 additional rooms to be built.

Pure has done an excellent job in improving the occupancy and revenue to the hotel, but is "capped" in his ability to grow without the upgrade.



Ben Lemond Suites  
Ogden, UT



Zona Hotel & Suites  
Scottsdale, AZ



For more information on how Ascend Collection can help your hotel, contact a Director of Membership Development:

**Bill Balletto** • Phone: 847.489.7825

Email: [bill\\_balletto@choicehotels.com](mailto:bill_balletto@choicehotels.com)

AR, CT, IA, IL, IN, KS, KY, MA, ME, MI, MN, MO, ND, NE, NH, NY, OH, RI, SD, VT, WI

**Joe Dreiske** • Phone: 214.505.0092

Email: [joe\\_dreiske@choicehotels.com](mailto:joe_dreiske@choicehotels.com)

AK, AZ, CA, CO, HI, ID, MT, NM, NV, OK, OR, TX, UT, WA, WY

**Dennis Wynn** • Phone: 770.337.0897

Email: [dennis\\_wynn@choicehotels.com](mailto:dennis_wynn@choicehotels.com)

AL, DC, DE, FL, GA, LA, MD, MS, NC, NJ, PA, SC, TN, VA, WV

**Sal Icaza** • Phone: 443.624.5590

Email: [sal\\_icaza@choicehotels.com](mailto:sal_icaza@choicehotels.com)

Caribbean

800.547.0007

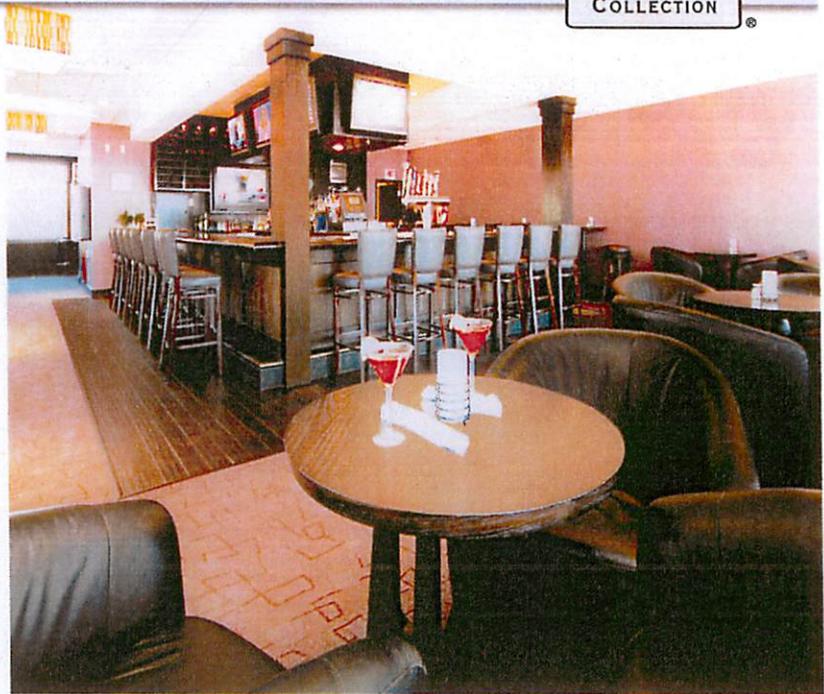
[choicehotelsfranchise.com/ascend](http://choicehotelsfranchise.com/ascend)

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Choice Hotels is one of the largest franchise organizations in the world, with over 6,600 properties open and under development worldwide.\* We have 70 years of experience in developing services, resources, field support, property management systems and ongoing training that are designed to optimize hotel performance.

Working in conjunction with your sterling reputation, Ascend Collection connects your highly regarded property to our powerful Choice Hotels worldwide reservations system. In 2011, the total system-wide revenue generated from the Choice Hotels marketing and reservations channels was over \$2.4 billion and over \$202 million was spent system-wide on programs and promotions designed to increase brand awareness and drive hotel reservations.\*\*



Carriage House Inn, Middletown, RI

- **800.4CHOICE** – dedicated toll-free number with high conversion rates and commission free reservations.
- **choicehotels.com** – one of the most visited lodging websites in the industry.\*\*\*
- **Internet Distribution** – high visibility with top 3rd party websites.
- **Global Distribution System** – preferred status with influential travel agencies.



The Gem Hotel - SoHo, New York City



The Gem Hotel, Chelsea, New York City

"THE MEMBERSHIP OFFERS A STRONG FOUNDATION WHICH BOOSTS REVENUES FOR OUR HOTEL. OUR MEMBERSHIP HAS CONTRIBUTED TO A SIGNIFICANT INCREASE IN REVENUE PER AVAILABLE ROOM WITHIN THE LAST YEAR. THE ASCEND COLLECTION ALSO SUPPLIES US WITH A STRONG RESERVATION CONTRIBUTION."

— LE CONSULAT  
NESTOR RUIZ, OWNER  
SAN JUAN, PR

\* Source: Internal data as of 12/31/11.

\*\* Source: Figure reflects the revenues delivered through the Choice Hotels Central Reservations System (CRS) and other non-CRS marketing channels in 2011. The spend figure is based on accounting records of the System Fee in 2011 and has been compiled in a manner consistent with generally acceptable accounting principles. See Ascend Collection Franchise Disclosure Document dated April 1, 2012.

\*\*\* Source: Hitwise – January 2012. This rating lists the top 20 websites for the past month in the Travel – Top 300 Destinations and Accommodation, a custom category configured by Hitwise to include all Choice Hotels brands, all Hilton Hotel brands, and all Marriott Hotel Brands market share. The market share is discounted to remove the duplicate traffic generated between the grouped brand websites. Hitwise provides ratings of popular websites based on set categories. [www.hitwise.com](http://www.hitwise.com)



## RECEIVE GLOBAL PRESENCE WITHOUT GIVING UP YOUR INDEPENDENCE OR IDENTITY.

The Ascend Collection® membership program is not a traditional franchise concept. Designed especially for Historic, Boutique, or Unique properties, the Ascend Collection membership program allows you to retain your established presence and the authentic character of your independent hotel, which benefiting from our strong global reservation system, competitive rewards program, and industry-leading technology, services, and resources provided by Choice Hotels®.



An innovative membership program by Choice Hotels International®.

"ASCEND COLLECTION AND CHOICE HOTELS GO A LONG WAY IN REACHING THAT GOAL OF PROVIDING TOOLS AND RESOURCES WHILE ALLOWING US TO KEEP OUR INDIVIDUALITY WITH A PROPERTY MANAGEMENT SYSTEM THAT, IN MY OPINION, LEADS THE INDUSTRY. CHOICEADVANTAGE IS BUILT FOR THOSE ON THE FRONT LINE, ALLOWING HOTELIERS TO MANAGE AND MAKE REAL-TIME DECISIONS WITH THE LATEST INFORMATION QUICKLY AND EASILY."

— THE DISTRIKT  
JENNIFER ROTA,  
GENERAL MANAGER  
NEW YORK, NY

### MEMBER BENEFITS:

- A team of individuals offering support from a high touch opening process to multi-faceted, ongoing assistance.
- Reservations contribution representing **58.7%** of gross room revenue through the Choice Hotels Central Reservations System (CRS) and other non-CRS marketing channels.\*
- Participation in the Choice Privileges® guest loyalty program, one of the fastest-growing rewards programs in the hotel industry with over 14 million members.\*\*
- With over 1,800 corporate accounts, Choice's Global Sales team delivers business travelers for our hotels.
- Choice Hotels has joined forces with the HelmsBriscoe Company, one of the world's largest group business organizers with 1,200 agents in 49 countries. This agreement provides the opportunity for our hotels to tap additional group business leads (both corporate and leisure) to drive incremental business.
- Access to choiceADVANTAGE® – Choice Hotels award-winning proprietary web-based property management system that provides effective rate and inventory management to drive higher yield.\*\*\*



Castillo Real, Saint Augustine, FL

## CHOICEprivileges®

REWARDS PROGRAM



O'Brien Historic Riverwalk  
San Antonio, TX

\* Source: Ascend Collection Franchise Disclosure Document dated April 1, 2012. For the 29 hotels that were included in the sample, 11 hotels or 37.9% met or exceeded the total Choice Contribution presented. Actual results may vary.

\*\* Source: Internal Data as of 12/31/2011.

\*\*\* Source: Choice Hotels was presented with the 2011 Hospitality Technology Visionary Award in the Infrastructure and Back-office Technology category for its innovation, thought leadership, execution, and forward-thinking vision for choiceADVANTAGE. The Visionary Awards honor hotel companies for their outstanding vision and achievement in delivering technological excellence. Hospitality Technology is a publication dedicated to covering the role of information technology in improving business performance for hotel and restaurant operators. [www.htmagazine.com](http://www.htmagazine.com).



# ZONING ANALYSIS APPLICATION

Date Received: \_\_\_\_\_ ZONING OFFICE USE ONLY  
 Ward: \_\_\_\_\_  
 Zoning District: \_\_\_\_\_  
 Preservation: \_\_\_\_\_  
 Case Number: \_\_\_\_\_

**I am applying for a zoning review of a:**

- Construction project of less than 10,000 sq. ft.       Determination of Use  
 Construction project of 10,000 sq. ft. or more       Other

## PROPERTY

Address: \_\_\_\_\_

- Mixed-use  
 Non-Residential  
 Residential      # of Units \_\_\_\_\_

For projects required to comply with Inclusionary Housing Ordinance:

- In TOD Area       Outside of TOD Area

(for more information visit: <http://www.cityofevanston.org/IHO>)

Proposed Project:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## APPLICANT

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

Please circle the primary means of contact.

## PROPERTY OWNER (if different than applicant)

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

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

- same       builder/contractor       architect       real estate agent  
 attorney       lessee       other: \_\_\_\_\_

## REQUIRED DOCUMENTS AND MATERIALS

Please submit the following:

- (This) Completed Application Form**
- Completed Inclusionary Housing Plan Proposal Form**  
If the project includes five (5) or more new residential units in TOD Areas or ten (10) or more residential units outside of TOD Areas. This includes new for sale, or rental developments, and condominium conversions.
- One (1) Copy of Plat of Survey** Date of Survey: \_\_\_\_\_  
Plat of survey must be completed by a licensed surveyor and must be current so that it displays every structure, patio, deck, walkway, etc. that is currently on the property. Copies must be legible for all dimensions and details.
- One (1) Set of Building Plans** Date of Drawings: \_\_\_\_\_  
Building plans must be drawn to scale and must include interior floor plans and exterior elevations. For simple projects such as flat-work patios, plans may be hand drawn to scale directly onto the Plat of Survey.
- Determination of Use Description**  
If you are applying for a Determination of Use, skip to the end of the application, sign and date, include a simple site plan of the proposed use (interior floor layout, seating, parking, etc.) and a one page letter that describes all aspects of the use (employees, hours of operation, loading/unloading, deliveries, parking, noise, etc.).
- Application Fee** Amount \$ \_\_\_\_\_  
Application Fees may be paid by cash, check, or credit card.

Zoning Analysis Applications take up to 10 business days for initial review. Alterations or modifications that require re-review may take longer. Feel free to contact the Zoning Office directly at 847.448.8230 with any questions. Complete applications may be submitted in person or by mail to:

City of Evanston  
Zoning Division, Room 3202  
2100 Ridge Avenue  
Evanston, IL 60201

### PROPERTY INFORMATION

	EXISTING	PROPOSED
Lot Area		
Lot Width (frontage)		
Dwelling Units / Rooming Units		
Open Parking Spaces		
Enclosed Parking Spaces		
Off-site Parking Spaces		
Loading Berths - Short		
Loading Berths - Long		
Employees		

**BUILDING SETBACKS**

	EXISTING	PROPOSED
Front yard		
Street side yard (if corner lot)		
Interior side yard (1)		
Interior side yard (2)		
Rear yard		

**RESIDENTIAL & TRANSITIONAL CAMPUS DISTRICTS ONLY**

**BUILDING LOT COVERAGE**

	EXISTING	PROPOSED
Principal Structure Footprint (excluding front porch)		
Roofed Front Porch (receives 50% credit)		
Detached Garage Footprint		
Other Accessory Structures' Footprints		
Other Roofed Areas		
<b>TOTAL BUILDING LOT COVERAGE</b>		

**IMPERVIOUS SURFACE COVERAGE** (hard surfaced areas not under a roof: asphalt, concrete, decks, brick pavers, etc.)

	EXISTING	PROPOSED
Patios & Terraces (brickwork receives 20% credit)		
Sidewalks		
Driveways		
Decks		
Stairs/Landings		
Other Impervious Areas		
<b>SUB-TOTAL</b>		
<b>+ Building Lot Coverage</b>		
<b>TOTAL IMPERVIOUS SURFACE AREA</b>		

**BUILDING HEIGHT**

	EXISTING	PROPOSED
Principal Structure – Peak Height		
Principal Structure – Number of Stories		
Detached Garage – Peak Height		
Other Accessory Structures – Peak Height		

**ALL OTHER DISTRICTS (Business, Commercial, Downtown, Industrial, Mixed Use, University)**

	EXISTING								PROPOSED						
	Parking/ Loading	Dwelling Units	Hallways/ Elevator/ Stairs/Lobby	Mechanical/ Accessory Space	Non- Residential Gross Leasable area	Other	Gross Floor Area*		Parking/ Loading	Dwelling Units	Hallways/ Elevator/ Stairs/Lobby	Mechanical/ Accessory Space	Non- Residential Gross Leasable area	Other	Gross Floor Area*
Basement															
1st floor															
2nd floor															
3rd floor															
4th floor															
5th floor															
Total															

\*GROSS FLOOR AREA: The sum of areas of all floors of a building measured from the exterior walls or from the center line of walls separating 2 buildings. The gross floor area of a building shall also include but not be limited to: basements, interior balconies and mezzanines, enclosed porches, and attic space finished or unfinished having minimum 5-foot floor to rafters height. The following areas shall be excluded from the calculation of gross floor area: elevator shafts, stairwells, space used solely for heating, cooling, mechanical, electrical and mechanical penthouses, refuse rooms and uses accessory to the building, off-street parking and loading.

**BUILDING REGULATIONS**

	EXISTING	PROPOSED
Principal Structure – Peak Height		
Principal Structure – Number of Stories		
Other Accessory Structures – Peak Height		
FAR (Floor to Area Ratio)		

**AUTHORIZING 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."

Donna Pugh, Foley & Lardner, Attorney for Applicant

Print Name

*[Handwritten Signature]*

Applicant's Signature

*2/21/2022*  
Date

Please refer to the Zoning Ordinance at [www.cityofevanston.org/zoning](http://www.cityofevanston.org/zoning) for all City of Evanston zoning regulations. To determine which zoning district a property is located in, visit the City's website at [www.cityofevanston.org](http://www.cityofevanston.org), click on the Resident link on the City's home page, then click on About My Place from the drop-down menu. Enter the house number in the field provided and select the street from the drop-down menu. Press the "Get Info" button. This will either take you directly to the information for the property, or a list of all tax parcels at the inputted address that may be selected for information on the property.

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**Use Determination Application**  
**1566 Oak Avenue**

**Margarita Inn / Connections for the Homeless**

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Exhibit B: History of Property

Exhibit C: Existing Rooming House Special Use Ordinance (51-O-74)

Exhibit D: Declaration of Covenants, 1974

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Exhibit F: Parking Arrangement

Exhibit G: Example of Plan of Operations (“Good Neighbor Agreement”)

Exhibit H: Document Signed Upon Intake

**EXHIBIT A**

Site Plan/ Floor Plans

CONSULTANT:

12015  
MARGARITA INN  
1566 OAK AVENUE  
EVANSTON, IL 60201

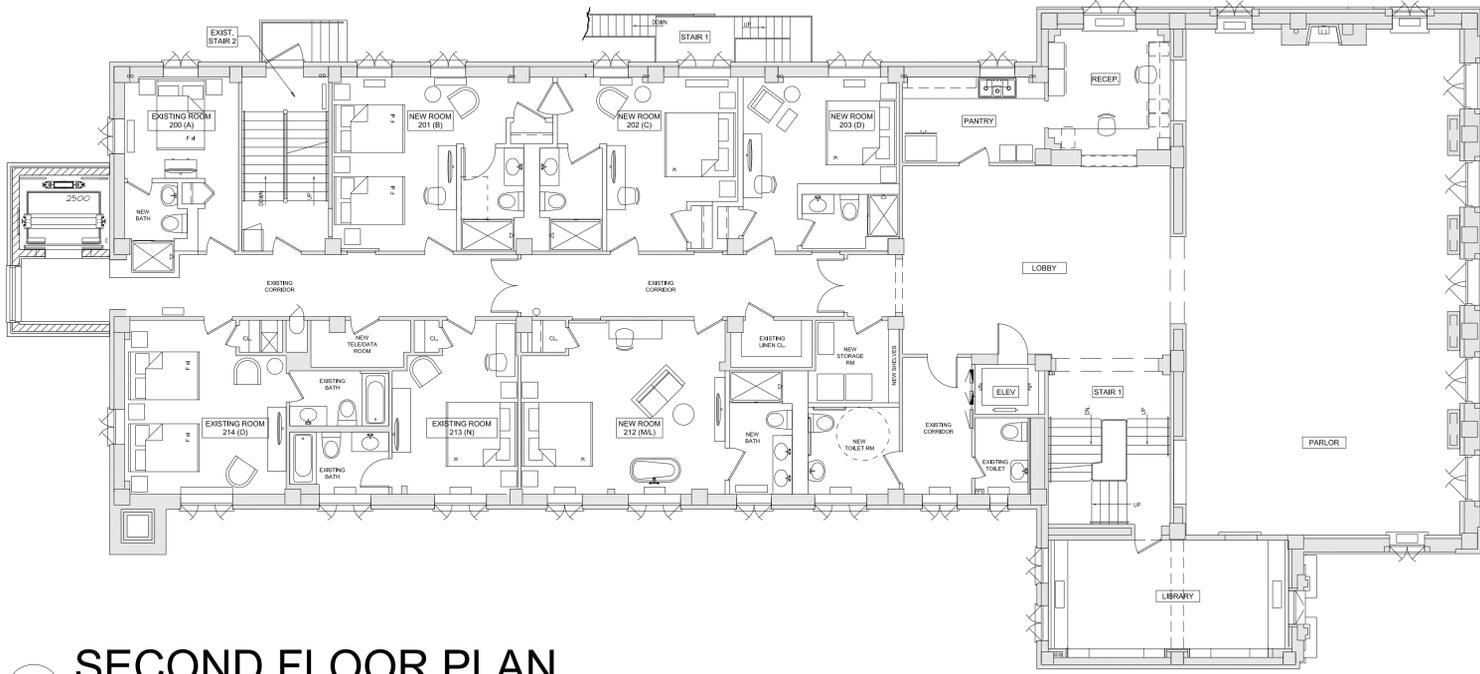
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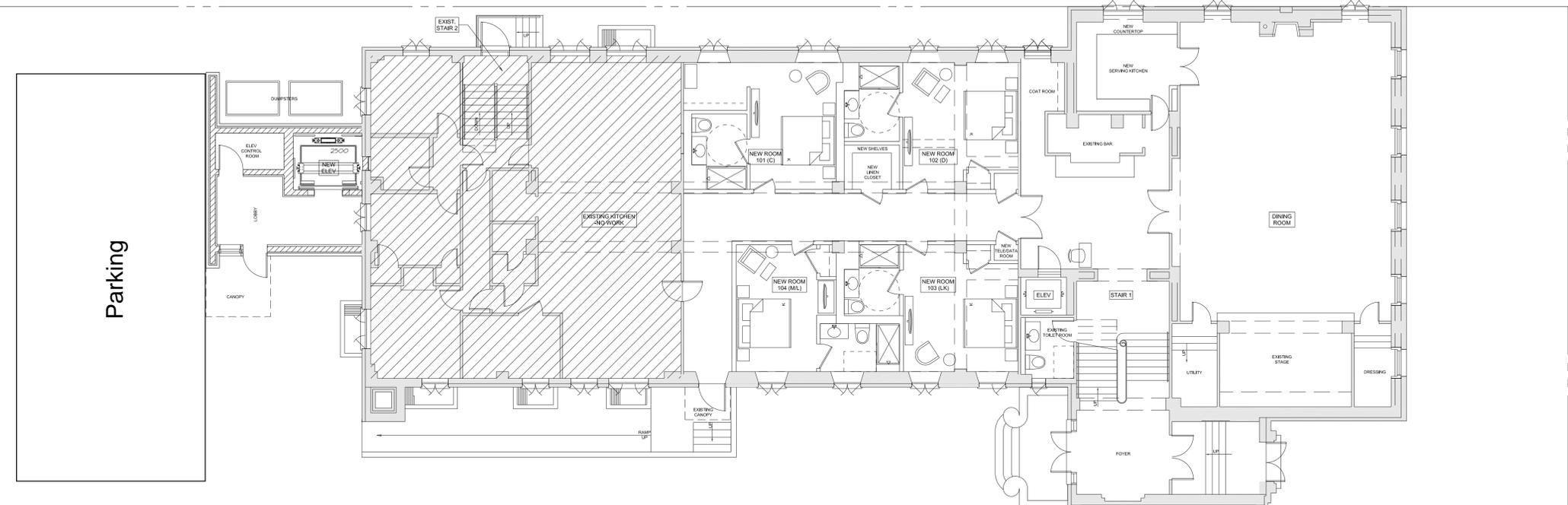
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2 SECOND FLOOR PLAN  
1/8" = 1'-0"



1 FIRST FLOOR PLAN  
1/8" = 1'-0"

# Site Plan/ Floor Plan

MARK	ISSUED FOR CONSTRUCTION	DATE
MARK	ISSUED FOR BID	DATE
MARK	ISSUED FOR PERMIT	DATE
MARK	DESCRIPTION	DATE

REGISTRATION  
STAMP  
HERE

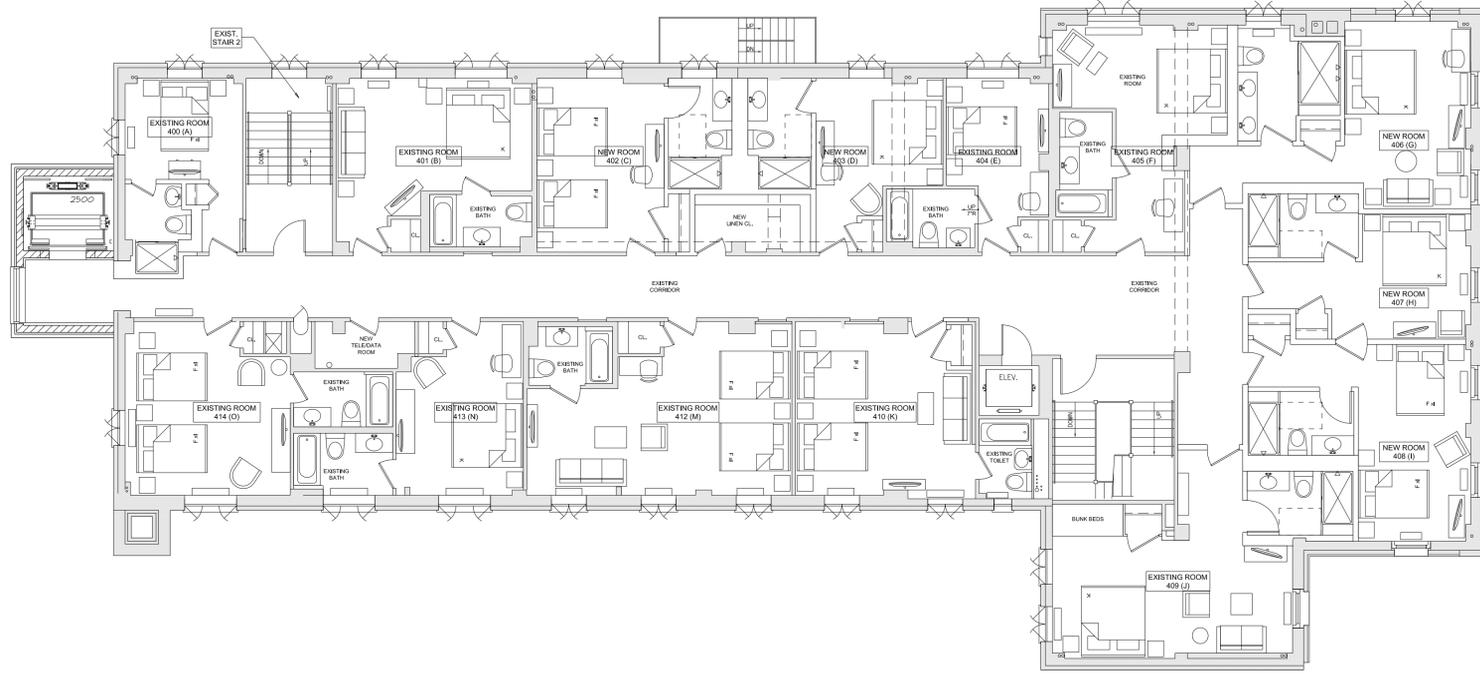
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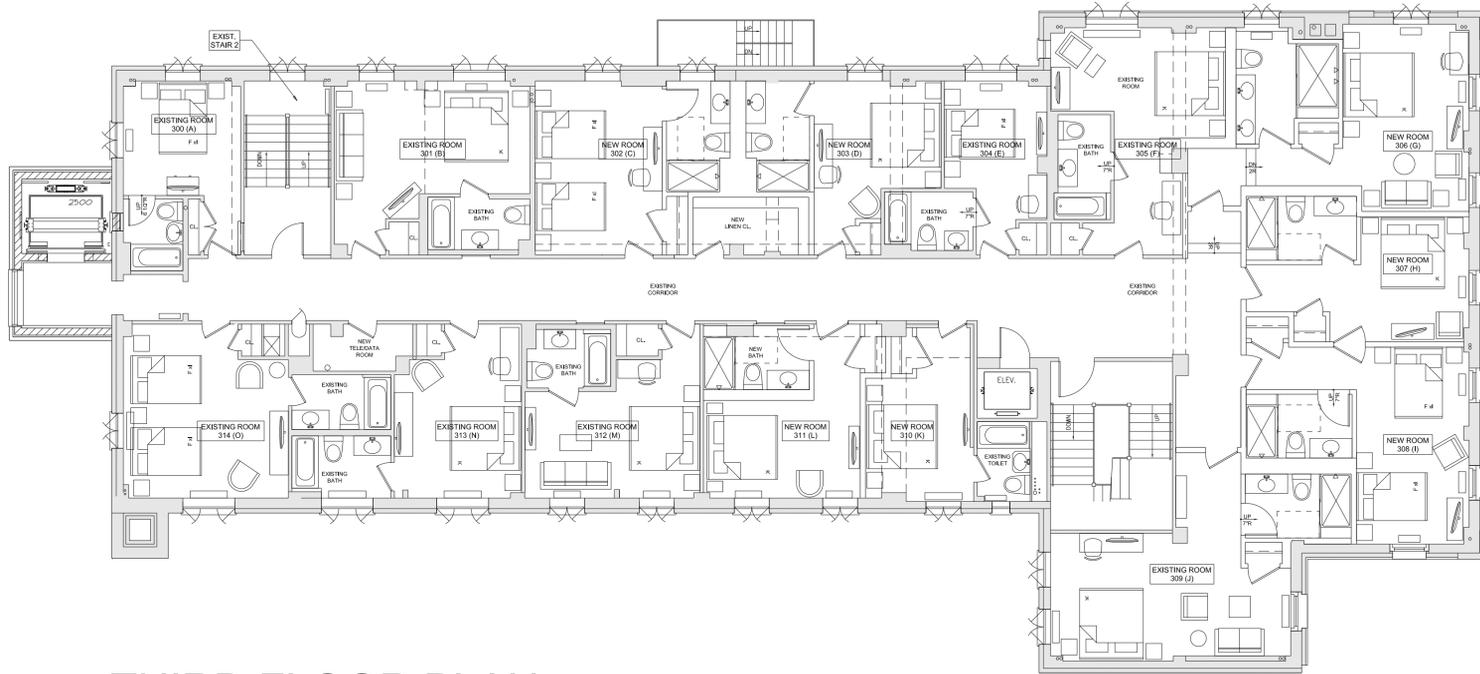
Do Not scale drawings.

CONSULTANT:

12015  
MARGARITA INN  
1566 OAK AVENUE  
EVANSTON, IL 60201



2 **FOURTH FLOOR PLAN**  
1/8" = 1'-0"



1 **THIRD FLOOR PLAN**  
1/8" = 1'-0"



MARK	ISSUED FOR CONSTRUCTION	DATE
MARK	ISSUED FOR BID	DATE
MARK	ISSUED FOR PERMIT	DATE
MARK	DESCRIPTION	DATE

REGISTRATION  
STAMP  
HERE

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12015  
MARGARITA INN  
1566 OAK AVENUE  
EVANSTON, IL 60201

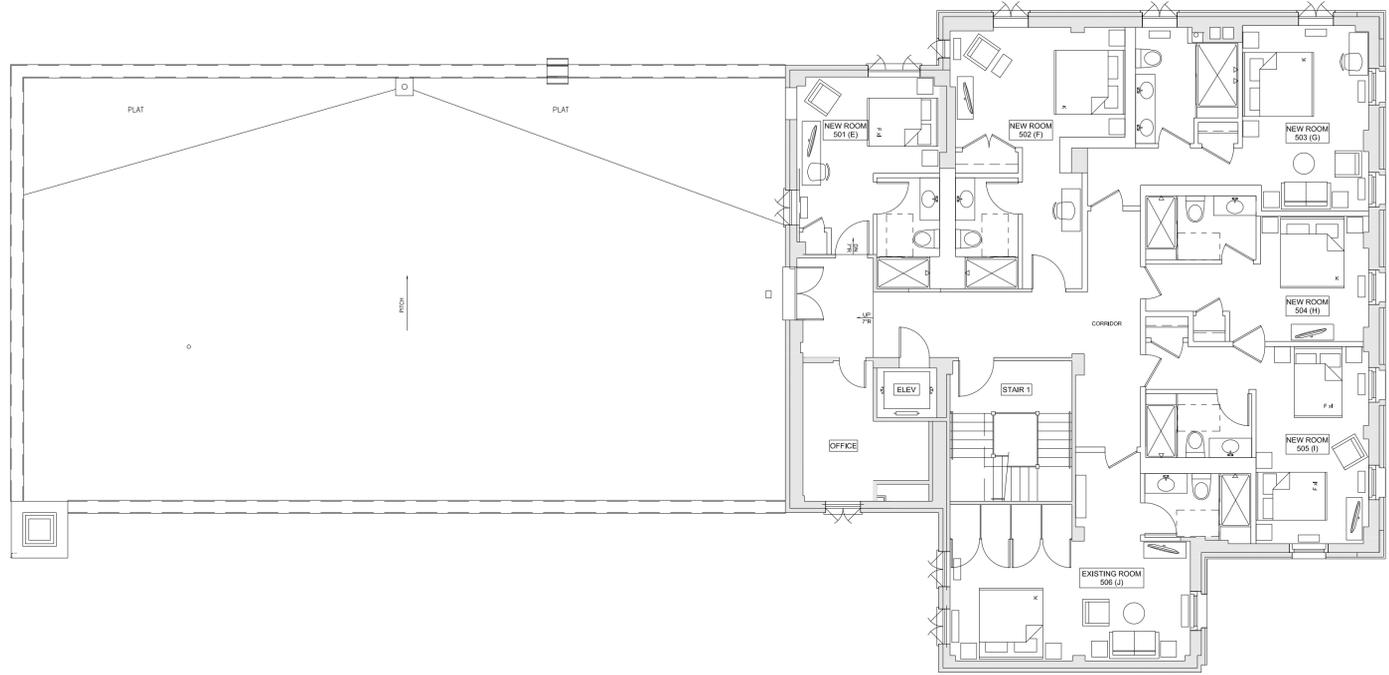
MARK	ISSUED FOR CONSTRUCTION	DATE
MARK	ISSUED FOR BID	DATE
MARK	ISSUED FOR PERMIT	DATE
MARK	DESCRIPTION	DATE

REGISTRATION  
STAMP  
HERE

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Do Not scale drawings.



**FIFTH FLOOR PLAN**  
1/8" = 1'-0"



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**EXHIBIT B**

History of Property

## **History of 1566 Oak Ave.**

### **Establishment**

The subject property, 1566 Oak Ave. (the “Property” or “the Margarita Inn”) has a long history of providing housing solutions for the Evanston community. The Property was built in 1927, to provide workforce housing for women. At that time, the Property had mostly shared bathrooms except those reserved for “house mothers.” In the 1960’s, the Property was operated as a Single Room Occupancy facility for weekly rental. In 1974, the Zoning Board of Appeals approved a Special Use for a Rooming House and restaurant on the first floor. The Special Use permitted up to sixty-three roomers. In 1980, the Evanston Zoning Board of Appeals approved a canopy with signage at the site. The Property was remodeled to have entirely en-suite bathrooms in 2013, and as a result of remodeling, the Property ceased to be open to the public for 2 months. The restaurant ceased operations some time ago. The Property continued to operate as a Rooming House, uninterrupted (for more than 6 months) through March 2020.

### **Present Day**

The beginning of the COVID-19 Pandemic caused a significant disruption to the housing industry, including homelessness prevention and aid. The demand for housing was so great, that creative solutions were necessary to respond to those in need. Connections for the Homeless’ (“CFH”) had operated Hilda’s Place, which provides congregate beds to those in need of emergency shelter, for 35 years. As a response to a Presidential Order issued in 2020, CFH was authorized by the City of Evanston to operate out of existing empty hotels. Between the months of March 2020 and June 2020 the City of Evanston, with reimbursement from FEMA, paid the rental cost of all the rooms at the Property. Operations at the Margarita Inn began in March 2020. In May 2020 participants were moved from the Margarita to the larger Orrington Hotel and Hilton Garden Inn, but CFH continued to rent the rooms at the Margarita, maintaining the sole occupancy of the facility. In October 2020 participants were moved back to the Margarita, and CFH has continued to provide services since.

**EXHIBIT C**

Existing Rooming House Special Use Ordinance (51-O-74)

Introduced as Revised 6-3-74

Adopted as Amended 6-24-74

51-0-74

AN ORDINANCE

Granting a Variation From the  
Use and Off-Street Parking  
Provisions of the Zoning Ordinance  
and a Special Use Permit to the  
Catholic Bishop of Chicago, Inc.,  
and Patricia and Richard Barnes  
Relating to 1566 Oak Avenue

**WHEREAS** on April 16, 1974, the Zoning Board of Appeals conducted a public hearing upon the application of the Catholic Bishop of Chicago, Inc., and Patricia and Richard Barnes for a variation from the use and off-street parking provisions of the Evanston Zoning Ordinance adopted November 1, 1960, and a special use permit to allow use of the premises located at 1566 Oak Avenue, Evanston, Illinois, as a rooming house in an R-7 general residence district, said public hearing having been conducted pursuant to notice and publication thereof as provided by law; and

**WHEREAS**, the Zoning Board of Appeals has recommended that such relief be granted;

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

**SECTION 1:** That the application of the Catholic Bishop of Chicago, Inc., and Patricia and Richard Barnes for a variation from the use and off-street parking provisions of the Evanston Zoning Ordinance, adopted November 1, 1960, and for a special use permit to allow the use of the building as a rooming house insofar as the provisions of the Evanston Zoning Ordinance

NO ADOPTED

AS ADOPTED

-2-

pertain to the property located at 1566 Oak Avenue, and legally described as:

The north 58-1/3 feet of Lot 3 and the south 8-1/3 feet of Lot 4 in Block 61 in Section 18, Township 41 North, Range 14 East of the Third Principal Meridian in Evanston, Cook County, Illinois,

is hereby granted so as to permit the following:

1. Use of the building as a rooming house;
2. Use of the premises as a restaurant open to the public in a residential district;
3. To permit the establishment of a restaurant open to the public and to operate a rooming house without supplying the required off-street parking,

subject to compliance with all other provisions of the Zoning Ordinance, other applicable laws and the following conditions:

1. The variation and special use permit herein granted are to be valid for so long as no structural alterations, as that term is defined in the Zoning Ordinance, are undertaken on the premises, except for plans approved by the Planning and Development Committee, or if parking required in Condition 4 is not supplied;
2. That the restaurant established pursuant to this variation shall be restricted to the floor of the building identified as first floor in Exhibit 3 submitted to the Zoning Board of Appeals;

AS ADOPTED

AS ADOPTED

-3-

3. The special use to operate the premises as a rooming house shall be limited to a maximum occupancy of 63 roomers;
4. A total of twenty-six (26) off-street parking spaces shall be provided, sixteen (16) of which may be supplied upon land owned or leased by the property owner herein within 500 feet of the subject property, and the remainder located on the property;
5. That the owner make an annual payment in lieu of taxes if the property is ever exempted from taxation pursuant to the provisions of Chapter 120 of the Illinois Revised Statutes, as now or hereafter amended, at the rate the property would have been taxed had it been subject to levies only by School Districts 65 and 202 and the City of Evanston and those corporate taxing bodies whose boundaries do not extend beyond the geographical limits of the City of Evanston; and
6. That a covenant of agreement to the above conditions shall be submitted in recordable form by the applicants;

all in accordance with the recommendations of the Zoning Board of Appeals.

SECTION 2: The Director of Inspections and Permits is hereby ordered and directed to grant such permits as shall be required to effectuate the provisions of this ordinance.

SECTION 3: This ordinance shall be in full force and effect

AS ADOPTED

AS ADOPTED

-4-

from and after its passage and approval in the manner provided by law.

Introduced \_\_\_\_\_, 1974

Adopted \_\_\_\_\_, 1974

Adopted \_\_\_\_\_, 1974

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Corporation Counsel

AS ADOPTED

**EXHIBIT D**

Declaration of Covenants, 1974

22 951 716

DECLARATION OF COVENANTS

ARTICLES OF DECLARATION made this 21st of November, 1974,  
by the First National Bank & Trust Company of Evanston, <sup>NOT PERSONALLY BUT</sup> /as trustee  
under trust agreement dated July 19, 1974, and known as trust  
number R-1759, (hereinafter called the "Owner") being the owner of  
record of the following described land (hereinafter called "subject  
land") situated in the City of Evanston, Cook County, Illinois:

The North 58-1/3 feet of Lot 3 and the  
South 8-1/3 feet of Lot 4 in R. 61  
in Section 18, Township 41 Range 14  
East, in Cook County, Illinois

W I T N E S S E T H

WHEREAS, upon the application of the Catholic Bishop of  
Chicago, Inc., and Richard S. Barnes and Patricia N. Barnes, the  
City of Evanston has granted variations from the use provisions in  
off-street parking requirements of its zoning ordinance to allow  
a restaurant open to the public in the building on subject land, and  
also for a special use permit to allow use of the building as a room-  
ing house; and

WHEREAS, as a condition to the aforesaid zoning variations  
and the special use permit by the City of Evanston, the Owner of  
subject land has consented and agreed to make this DECLARATION OF  
COVENANTS and to cause the same to be recorded;

NOW, THEREFORE, the Owner hereby declares, covenants and  
agrees as follows:

1. The Owner will not make to the building on subject land  
any "structural alterations" as defined in the Evanston Zoning Ordinance on the date hereof, without first applying to the Evanston

22 951 716

Planning and Development Committee for permission to do so.

2. The Owner will not operate a restaurant serving meals to the public in the building on subject land except upon the first floor thereof without the prior approval of the proper municipal officials.

3. The Owner will not allow more than 63 roomers to live in the existing building on the subject land.

4. The Owner will provide 26 off-street parking places for said building, 16 of which may be supplied within 500 feet of subject land on land owned or leased by the Owner with the remaining 10 places to be on subject land.

5. The Owner will make an annual payment in lieu of taxes if the subject land is ever exempted from taxation pursuant to the provisions of Chapter 120 of the Illinois Revised Statute as now or hereafter amended at the rate the property would have been taxed had it been subject to levies only by School Districts 65, 202 and the City of Evanston and the corporate taxing bodies whose boundaries do not extend beyond the geographical limits of the City of Evanston.

6. The covenants herein set forth shall run with the subject land and shall bind the Owner and its grantees, successors and assigns. The City of Evanston is intended to be benefited by the covenants here in set forth and may enforce compliance thereof in any equity court of competent jurisdiction. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission and signed and approved by the then Owner of subject land and the City of Evanston. Nothing in this Declaration, expressed or implied, is intended or shall be construed to confer upon, or to give to any person or persons, other than the City of Evanston, any right, remedy or claim under or by reason of this Declaration or any covenant, condition or stipulation.

951 716

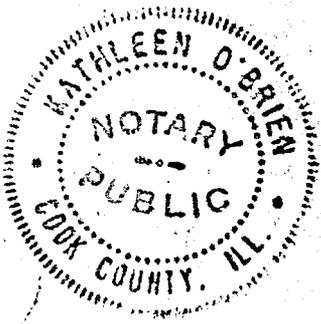


to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25th day of November, 1974.

*[Signature]*  
\_\_\_\_\_  
Notary Public

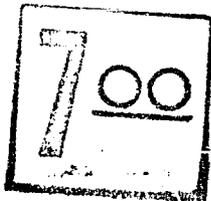
My Commission Expires June 20, 1977



22 951 716

This instrument was prepared by:  
Robert O. Wienke, Esq.  
Hubachek, Kelly, Rauch & Kirby  
3100 Prudential Plaza  
Chicago, Illinois 60601

REC'D BY CH 12 30  
924436 • 22951716 A



MAIL

22951716

**CITY OF EVANSTON**

**INSPECTIONS AND PERMITS DEPT.**

**328 DAVIS STREET • EVANSTON, ILLINOIS 60204 • PHONE GR 5-3103**

**M E S S A G E**

**R E P L Y**

TO

Technical Codes Div

J

Property Standards Div

DATE

2/13/75

DATE

-Re. 1566 OAK AVE, Z BA 11-74-Va 50

Please be advised that a copy of a covenant recorded in document 22-951-716 has been received in my office & satisfies the requirement of condition 6 in Ordinance 51-0-74

BY

D. P. Assmann

SIGNED

For: The Drawing Board, Inc., Box 535, Dallas, Texas

RECIPIENT KEEP THIS COPY, RETURN WHITE COPY TO SENDER

## **EXHIBIT E**

### Connections for the Homeless Operations Details

## Connections for the Homeless Operational Details

### Operational Details

Connections for the Homeless (“CFH”) strives to end homelessness one person at a time. From July 2020 – June 2021, CFH was able to serve 4,055 individuals. CFH addresses homelessness in three ways: by providing eviction preventions, shelter, and housing. The need to assist those facing homelessness is greater now than ever, due to joblessness caused by the pandemic. In addition to the increased demand, federal requirements and restrictions on facilities addressing homelessness make establishing new facilities difficult. It is imperative that operators like CFH are able to maintain existing facilities if homelessness is to be effectively combated. Those facing dire circumstances have been proven to have the best chance of success if their housing needs are met in a dignified way. This approach is known as the “Housing First model.” It has been proven that without safe housing, a person cannot effectively address health, legal, or career issues. The quality of housing is an important element of successful housing. Individuals facing increasingly difficult situations need stable housing, a sense of security for themselves and their belongings, as well as amenities such as a bathroom and laundry facilities which allow participants to maintain their sense of dignity.

### Margarita Inn Operations

When a person experiencing homelessness is identified as a suitable participant for Connections for the Homelessness program at the Margarita Inn, they are added to an ever-growing waiting list. When a space opens up at the facility, the CFH staff identify who on the waitlist is in greatest need, with priority being given to women and children. Additionally, there are two beds set aside for young adults, age 18-24 years old. This population is often comprised of young adults who have aged out of foster system, or no longer have access for family support or resources. The participants begin their residency by signing an intake form, agreeing to abide by a code of conduct, and are assigned a room. Once residents have secured housing at the Margarita Inn, CFH provides laundry, housekeeping, and other services. The program works towards getting participants prepared for successful long-term housing, and connecting them to opportunities for long-term housing. The average length of stay in the facility is nine months.

The facility is currently staffed with two hotel workers, and two CFH staff, at all times. If the property is transferred to CFH, they will have two staff on site overnight, and five to six throughout the day to address participant needs, property maintenance, and case management.

Food is not paid for; rather, food is provided by donation from community partners or purchased on behalf of the residents by CFH and provided free of charge. Three meals are served daily. Prior to the COVID-19 pandemic, CFH learned from their long-time shelter facility, Hilda’s place that a great way for participants and community members to connect is over a meal. In the future, CFH would like to open up their meal time to community members, to serve and eat with participants.

## Connections for the Homeless Operational Details

### Rooming House

Connections for the Homeless' operations at the Margarita Inn are most closely related to the Rooming House definition, in part, because the participants in the program are brought into the program not on an emergency basis, but for long term support. The waiting list is approximately 100 people long. The average participant stays at the facility for nine months. The Margarita Inn has been operating as a Rooming House for decades, and as such, conforms to the requirements set forth in the Property Maintenance Code, including the requirement for the operator to maintain clean quarters, linens, and water closets. Additionally, upon obtaining a room at the facility, the participant will sign an agreement which states that the food provided via donation. The fee for each room is received indirectly from State and County programs established to provide aide for low-income residents.

### Shelter

Per Evanston Code (8-17-6-3; 8-17-6-4) in order for a facility to be considered a Shelter, it must require that a person occupying a shelter space do so on a temporary basis, and not as a permanent resident. Further, they are not permitted to stay a Shelter for longer than twelve hours. Per the Zoning Code definition, a "permanent guest" refers to anyone that occupies a residential accommodation for greater than 30 days. The average stay of Connections participants is nine months. During their stay, participants are permitted their own room, with an en-suite bathroom, and space to leave their belongings in a secure manner. Their time in the facility is not dependent upon a daily reservation, and there is no need to queue outside the facility, like a traditional transitional shelter, which provides for those in need of emergency temporary housing on a short-term basis.

### Hotel

The Evanston Zoning Code defines a Hotel as "a building in which lodging is offered with or without meals principally to transient guests and that provides a common entrance, lobby, halls and stairways." As previously indicated, the average stay of participants is nine months, and the term 'transient guests' refers to guests who stay for less than 30 days. As such, "Hotel" does not closely match the current or proposed operations.

### Compliance with existing Special Use

The existing Special Use for a Rooming House, approved in 1974, limits the facility to 63 roomers, which CFH is happy to comply with. The 1974 Special Use also requires that 26 parking spaces are provided; 10 onsite and 16 offsite. These spaces were likely to serve the patrons of the restaurant, which no longer exists. The site still maintains 10 parking spaces which is sufficient for current operations. The property is currently subject to real estate taxes so no Payment in Lieu of Taxes is applicable, as noted in the Special Use.

**EXHIBIT F**

Parking Arrangement

## Parking

Per the 1974 Special Use (See Exhibit C), the parking requirement is for twenty-six total parking spaces, ten of which are to be located onsite, and the additional sixteen are to be located offsite, within 500 feet of the site. Currently, the Margarita Inn has ten onsite spaces, and could arrange for a shared parking agreement to provide the additional sixteen spaces within the required 500 feet. However, the additional spaces were required to accommodate patrons of the restaurant, which is no longer operating. The existing ten spaces provided have been sufficient for the current operations and there has been no demand for any additional parking.

## **EXHIBIT G**

Example of Plan of Operations (“Good Neighbor Agreement”)

## Plan of Operations “Good Neighbor Agreement”

Connections for the Homeless is proposing a Good Neighbor Agreement, which will detail conduct expectations for residents, and provide a conduit for communications with the community. The Agreement will aim to reduce any unnecessary calls for service, while allowing Connections for the Homeless to address any concerns the neighbors might have.



## Good Neighbor Agreement Template

**Background:** This Good Neighbor Agreement Template (referred to in this document as agreement) was developed by [Homeless Leadership Coalition](#) and community stakeholders to provide a strategy to address neighbor concerns that often arise when new resources to support those experiencing homelessness are developed or expanded within a community.

**Parties to the agreement:** Parties to this agreement include business and residential neighbors living around the *facility at 1566 Oak Ave.*, and as represented by their neighborhood association, business association and other key stakeholders.

- *NAME Neighborhood Association*
- *Connections for the Homeless*
- *Downtown Evanston*
- *NAME Other stakeholders such as schools, churches, Parks and Recreation etc*

**Boundaries of this agreement:**

*Property located at 1566 Oak Ave., Evanston, IL*

**Legal Status of Agreement:** Parties to this agreement are committed to maintaining safety and livability of the area; it is to this end they enter into this agreement. All participants understand this agreement is not a legally binding contract, nor is it intended to be. Further, all parties acknowledge that they have been advised and given time to review and present this document to independent counsel.

**Purpose, Assumptions, & Goals:** The purpose of this agreement is to identify ways for community stakeholders to work together to address potential impacts of the facility as well as be good neighbors in support of clients/residents/guests of the shelter/ facility and to formalize the goodwill and positive working relationships between stakeholders for the benefits of all neighbors. Discussion of this agreement can be a tool to clarify the best ways to address neighborhood concerns.

Inherent in this agreement is the assumption that all parties have certain basic rights; these include:

- All neighbors have the right to feel safe and welcome.
- All neighbors have the right to safe and quiet enjoyment of their properties and public spaces.
- All neighbors have the right to access available community resources, services and public facilities to meet their needs.

**Goals:**

- Initiate and maintain open communications and understanding among all parties
- Encourage all parties to be proactive and ready to respond to concerns that may arise
- Develop procedures or protocols for resolving concerns and problems
- Enhance neighborhood safety while promoting access to services
- Reduce crime and fear of crime and nuisance complaints within the neighborhood

**All parties agree to:**

- Participate in this agreement
- Participate in collaborative problem solving around issues that arise within the boundaries of this agreement
- Develop, maintain and enhance good working relationships between the above named parties
- Use and promote direct, respectful, and civil communications while promoting responsiveness to community concerns by
  - Resolving problems quickly and as directly as possible
  - Encouraging first line communications occur one-one via in person, phone or video communication or email.
  - Providing participants in this agreement with updated contact information if there are key leadership changes (Addendum contains contact list)
  - Reserve email for productive purposes such as information, planning, logistics, reminders or confirming prior conversations
  - Encourage neighbors or other community members to contact *Connections for the Homeless* directly regarding questions or concerns as they relate to the shelter property or the local Neighborhood Association
- Enhance neighborhood safety and livability and promote access to services by
  - Fostering positive relationships between the shelter/facility and neighbors
  - Encouraging a sense of safety, welcome and investment in the neighborhood among all community members
  - Reporting crime and suspicious activity in the neighborhood to law enforcement

**Service Provider Agreements *Connections for the Homeless*:**

- Offer ongoing services that support clients/residents in achieving long-term personal goal that contribute to their self-sufficiency
- Train staff to address client needs with a trauma informed approach, motivational interviewing, de-escalation skills, conflict resolution skills
- Encourage clients/residents to be good neighbors by abiding by the facility/shelter code of conduct or trespassing through neighboring properties or rights of way
- Livability
  - Encourage clients/residents to reduce litter and provide opportunities for litter patrol
  - Assign staff or residents to pick up litter in the perimeter on a regular schedule
  - Provide regular trash disposal

- Ensure that client/resident belongings are not left on sidewalks
- Designate smoking and outdoor space provided on facility/shelter property
- Designate parking and outdoor space provided on facility/shelter property
- Encourage residents to have a sense of ownership in the neighborhood and pride in their residence
- Hold clients/residents responsible for their actions. *As described in the code of conduct attached as an addendum to this agreement.*
- Prioritize outreach to individuals experiencing homelessness who are referred to the designated point of contact for the shelter/facility by signatories to this agreement

#### **Neighborhood Association Agreements:**

- Neighborhood Association board serves as a point of contact for residents of the neighborhood when they have questions and concerns that arise from the shelter/facility.
- Elevate neighbor concerns to the appropriate party in a timely manner
- Educate neighborhood on the existence of this agreement and the best ways to positively resolve concerns
- Invite and welcome service providers and shelter residents to attend neighborhood association meetings and offer opportunities for regular updates on the successes of the facility
- Engaging in ongoing problem solving with parties to this agreement to maintain clear lines of communication and an orientation to problem solving

#### **Business/ Business Association Agreements:**

- Maintain lines of open communication with parties to this agreement
- Communicate concerns of unneighborly behavior when they may relate to known clients/shelter guests
- Direct in an efficient and timely way questions/comments received by staff and customers to the shelter provider
- Immediately report to the shelter provider/facility any issues which arise relating to the physical or structural aspects of shared or adjacent spaces

#### **Law Enforcement Agreements:**

- Maintain lines of communication open with parties to this agreement
  - Note: Emergency situations should always be reported by calling 911 and Non-emergency situations can be addressed by calling the non-emergency phone number *(list for county)*
- Enforce laws according to policies and resources
- Provide education about the role of law enforcement as it relates to the homeless crisis

#### **Communication Protocol:**

1. Communicate directly and with respect and civility to the individual, shelter, business, or applicable association or service provider whenever possible

2. Meet approximately 90 days after shelter/facility opening to review agreements and problem solve issues that may have arisen
3. Create an opportunity for service providers and residents to speak at upcoming neighborhood association meeting
4. Livability issues should be addressed by associated parties to this agreement as soon as possible once notified via email, phone or in person communications
5. When issues or concerns related to this agreement are not resolved, participants agree to seek mediation services with the support of the **neighborhood association** prior to pursuing other remedies.

### Signatories

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

### Suggested Attachments

1. Contact Lists
2. Code of Conduct
3. Map
4. Glossary of terms

### Glossary of Terms

Neighbor: residents, business owners, agencies and property owners, clients, residents and facility staff

Service Provider: an agency usually a nonprofit or government service that is provided for the health, well-being or self-sufficiency of an individual or group of individuals.

**EXHIBIT H**

Document Signed Upon Intake

### Document Signed Upon Intake

Upon becoming a participant in CFH's program, participants are required to review and sign the enclosed document, which outlines code of conduct, the food arrangement, and the services provided.



**connections**  

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**FOR THE HOMELESS**

# **SHELTER PARTICIPANT HANDBOOK**

*Revised 01.15.2022*

# WELCOME

Welcome to Connections' Shelter program! At Connections, we recognize that safe and stable housing is the foundation from which we grow and reach our full potential. As we work to get you connected to a housing opportunity suited to your needs, we are happy to have you here at our Shelter.

By accepting you into our Shelter, Connections makes a commitment to shelter you until we are able to secure safe, stable housing for you. This is dependent on you actively working with our Staff to identify, plan, and execute your housing plan.

To help provide a safe and supportive environment for all Participants, we have put together this Shelter Resident Handbook to explain the services, expectations, and policies of our shelter program. Please read through this handbook thoroughly. You are responsible for being familiar with all our policies and procedures. If you have questions beyond the information provided to you in this Handbook, please speak with our Staff.

On behalf of everyone at Connections, welcome home!

Tina White  
*Director of Community Programs*

James Barnett  
*Community Programs Manager*

Andrew Seibert  
*Operations Manager*

Jeffrey Leach  
*Shelter Case Manager*

Maria Ynot  
*Shelter Case Manager*

Malik Muhammad  
*Shelter Operations Supervisor*



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## A. OUR PHILOSOPHY OF CARE

We work to end homelessness using a philosophy and approach that includes two evidenced-based practices:

- **Harm reduction** embraces respect, trust, and a nonjudgmental stance as essential components of an effective relationship. A harm reduction approach includes the following beliefs and practices:
  - Each individual is the expert in his/her own life
  - Individuals have the right to make their own choices
  - Any positive change is acknowledged and celebrated
  - Based in relationship building, honesty, and treating all people with dignity and respect
  - Emphasis on personal responsibility for behavior and separating behavior from the value of a person
  - Individuals have a voice in their care and treatment
  - Focus on reducing harm, not total abstinence from risky behavior, such as drug use
  
- **Trauma-Informed Care** is a strengths-based approach that is grounded in an understanding of, and responsiveness to, the impact of trauma and includes and emphasizes physical, emotional, and psychological safety and creates opportunities for individuals to rebuild a sense of control and heal from past traumas. A trauma-informed approach includes the following:
  - Realizes the widespread impact of trauma and understands potential paths towards recovery
  - Recognizes the signs and symptoms of trauma in individuals and families
  - Responds by fully integrating knowledge about trauma into policies, procedures, and practices
  - Seeks to actively resist re-traumatization

## **B. OUR CORE VALUES**

In support of our mission, we operate using the following Core Values to guide our interactions between participants, colleagues, and our community.

### **Equity and Inclusion**

- We acknowledge that privilege exists and intentionally promote equitable access to resources and representation in leadership and decision making.
- We design solutions with humility and intentionally include voices that have been historically and structurally excluded.

### **Community**

- We are more effective in community than in isolation.
- We build partnerships through authentic relationships.
- We value the expertise of all and use empathy and collaboration to fulfill our mission.

### **Transparency**

- We operate with integrity by being forthright, honest, and open with participants, staff, volunteers, supporters, and our community.
- We invite feedback in all relationships, commit to self-reflection and strive for continuous improvement.

### **Generosity of Spirit**

- We create spaces that are kind, non-judgmental and affirming of the entirety of every individual's experience.
- We believe that hope, growth, and healing take place in a safe, welcoming and respectful environment.

### **Resilience**

- We honor the courage, perseverance, and grit of those who deliver, receive and support our services.
- We believe individuals are defined by their strengths and they are experts in their own lives.
- We persevere through challenges and view setbacks as opportunities to redefine and refocus our work.

## C. VIOLATIONS OF THE SHELTER RULES

This Handbook outlines rules and policies that have been put in place for the safety and well-being of all individuals living and working in the Shelter. Unless otherwise stated in the Handbook, Connections uses an incremental process to address behaviors that negatively impact the community and/or violate the Shelter rules\*. This process provides Participants an opportunity to change their behavior and includes:

- **1<sup>st</sup> Incident:** Connections Staff will give a verbal warning to reiterate the rule or guideline that was not followed and let the Participant know what is expected moving forward.
- **2<sup>nd</sup> Incident:** Connections Staff will complete a written Learning Agreement that outlines what the issue is, what is expected of the Participant moving forward, how Staff will support the Participant, and the potential consequences of continuing the behavior. Staff will provide the Participant with a copy of the Agreement.
- **3<sup>rd</sup> Incident:** Participant will be suspended from the Shelter for 24 hours. Refusal to leave the Shelter will result in immediate dismissal.
- **4<sup>th</sup> Incident:** Participant will be dismissed from the Shelter.

\* **This includes a failure or refusal to engage and participate in a meaningful way in case management services in order to identify a permanent housing solution.** {Also see CASE MANAGEMENT}

## D. ZERO TOLERANCE BEHAVIORS

Connections has a “zero tolerance” policy for the following behaviors when they occur on-site, either inside the Shelter or on the exterior property, and can be substantiated. Any incident involving these offenses will result in the Participant’s immediate dismissal from the Shelter.

- 1) Possession of a weapon, regardless of whether it is used.
- 2) Physical violence toward Connections Staff, Participants, and/or other individuals involved with its programs (ie. hotel staff, volunteers).
- 3) Illegal and/or illicit activity including, but not limited to, drug dealing and sex work.

## E. ATTENDANCE

Attendance is tracked daily as you pick up your meals. While meals are not required, even if you don’t want meals, you should check in with Connections Staff at least once a day so that you can be marked as being present.

With a waitlist of more than 100 individuals in need of shelter, we expect that you are taking advantage of and utilizing the bed in the Shelter that has been made available to you. If you need to be absent for more than 48 hours (ie. visit family, work), you must notify Staff before leaving the Shelter. Unexcused absences of more than 72 hours may result in your dismissal from the Shelter.

## **F. ON-SITE STAFF**

Connections Staff are present in the Shelter at all times. Participants should address all concerns, issues, etc. with Connections Staff. If the issue needs to be escalated to the hotel staff (ie. Housekeeping, Maintenance), Connections Staff will handle doing so. {Also see TOILET PAPER + TOILETRIES.}

## **G. 911 CALLS**

Calling 911 should be limited strictly to life-threatening emergencies. For non-life-threatening medical needs, please contact Connections Staff to determine appropriate course of action. If the staff member determines an ambulance is necessary, one will be called. If it is determined that a non-emergency transport is more appropriate, Staff will help arrange for you to get to the hospital.

## **H. ALCOHOL + OTHER SUBSTANCES**

Alcohol is allowed in the Shelter, but may only be consumed in your room. At no time is open alcohol permitted in any common area, including the hallways, Courtyard, or anywhere outside on the shelter property. Non-prescription substances that are illicit/illegal are not allowed anywhere in the Shelter, including in individual rooms, or on the property.

## **I. BICYCLES**

Bicycles are not permitted inside the Shelter. All bicycles must be stored outside. Connections has provided a bike rack at the back of the Shelter and installed a security camera monitoring this area. Connections will provide each Participant with one (1) bike lock, if needed. *Neither Connections nor the Margarita Inn assume responsibility for lost or stolen bicycles.*

All bikes kept on the shelter property must be registered with Staff. Any unregistered bikes are subject to removal. Please see a Connections Staff member to register your bike.

## **J. BUILDING ACCESS**

All Participants must enter and exit the building through the Shelter's main front entrance. Use of the rear entrance, located on the 1<sup>st</sup> Floor, is strictly restricted to Participants with handicap accessibility needs who have received prior approval from Connections Management to use that entrance. Use of any of the marked emergency exit doors is strictly prohibited, except in the event of a fire alarm.

Participants are strictly prohibited from entering the Kitchen or rear balconies at any time. Participants are also not permitted to enter the Parlor, Library, or Rooftop without being accompanied by Connections Staff.

Because unauthorized entry and exit from the building creates a serious security risk for everyone, repeated unauthorized entry and/or exit from any entrance other than the main entrance may result in dismissal from the Shelter.

## K. CASE MANAGEMENT

The Case Management office is located on the 1<sup>st</sup> Floor in Room 107. All Participants residing in the Shelter will be assigned a Shelter Case Manager and will be transitioned from the Case Manager(s) who they were previously working with. All Participants of the Shelter program are required to engage in regular sessions with their assigned Case Manager to identify, and work towards, a permanent housing solution.

Shelter Case Managers are available to assist Participants from Monday through Friday during normal business hours. Accommodations can be made for Participants who are not able to meet with their Case Manager during regular business hours. If this is the case for you, let your Case Manager know so they can make arrangements to meet at a time that works for you.

## L. CHILD SUPERVISION

All Staff members at Connections are mandated reporters and are required by law to make a report of the following concerns:

- Suspected abuse or neglect of a child
- Suspected abuse or neglect of a senior, elderly person or an individual with a disability
- If we believe you or someone in your household could become a harm to yourself or others, we will help you get to the hospital for a psychiatric assessment and support you through this process

The Illinois state laws, which Connections abides by, around children being left unattended are:

- Children under the age of 12 cannot be left unattended.
- If a child under the age of 12 is left by their parent/guardian, they must be left with someone over the age of 15. Any caretaker over the age of 15 must be awake while caretaking.

Additionally, it is Connections' policy that **NO children (ages 17 and younger) may be left alone OVERNIGHT (11:00pm - 7:00am).**

If a child on the premises is put in a situation that jeopardizes his/her safety, Connections Staff are required by law to file a report with child protective services.

Because of the nature of staying in a hotel setting, where children can easily leave the room on their own and face threats to their safety, these guidelines must be followed at all times. **Leaving your child(ren) includes coming down to microwave food or going outside for a cigarette. Your child(ren) should be with you at all times or following the age guidelines above.**

It is also Connections' policy that children under age 12 are not permitted to wander around the Shelter unsupervised, this includes running "errands" within the hotel to get food, etc. Children of any age are not permitted in the Courtyard at any time without their parent/guardian present.

If you are having childcare issues or other challenges, please speak with your Case Manager.

## **M. CLOTHING CLOSET + HAIR CUTS**

Participants in the Shelter may sign up to visit Hilda's Place on Thursdays to access the Clothing Closet and/or get a haircut. Participants must sign up for an appointment in advance. Walk ups will not be accepted. Please see Connections Staff at the Shelter to schedule an appointment.

## **N. COMPUTERS + WIFI**

A computer for Participant use is located in the Lobby. Rules regarding its use are posted at the desk and will be enforced. The Shelter is equipped with WIFI. Connectivity to the network may vary throughout the building and is beyond the control of Connections.

Network: Margarita Guest    Passcode: Inn1566

## **O. COURTYARD**

Use of the Courtyard is a privilege. The Courtyard is intended to be used for short-term use, no longer than 15 minutes. Capacity limits for the space are posted on the door and are enforced at all times. Playing music, etc on phones/speakers is not allowed at any time. Food and beverages are not allowed in the Courtyard. All garbage is to be properly disposed of. Repeated violation of the Courtyard rules may result in suspension of access to this space and/or further disciplinary action.

## **P. CURFEW + QUIET HOURS**

For everyone's safety, a curfew will be in effect daily from 11:00pm – 5:00am. During this time, Participants may exit the Shelter at any time, however entry into the building is at the discretion of Connections Staff.

Quiet hours are in effect throughout the Shelter from 10:00pm – 8:00am daily. This applies inside the building, as well as in the Courtyard.

## **Q. ELEVATORS + STAIRS**

The Shelter is equipped with an elevator servicing all floors. Due to its limited size, no more than 2 individuals or 1 family may occupy the elevator at any time. Please use great care when using the elevator and do not force the doors and/or gate open. If you need instruction on how to operate the elevator, please contact a Connections Staff member.

Participants may only use the main stairwell for accessing their assigned floor. The North Stairs are only to be used in the event of an emergency. {Also see BUILDING ACCESS.}

## **R. FIRE ALARM**

In the event of a fire alarm, please proceed to the nearest stairs and exit the building. Do not use the elevator. Once outside, all Participants should gather across the street in front of The King Home (1555 Oak Ave). Connections Staff will let you know when it is safe to come back inside the Shelter.

## S. HOUSEKEEPING

Maintaining a clean living environment is essential for not only your own health and well-being, but that of everyone living and working in the Shelter. Each Participant is responsible for ensuring that his/her/their room is kept in a clean and sanitary condition.

Once a week, the Housekeeping staff will visit your room – please see the Housekeeping Schedule (Appendix 1). To ensure the care of the rooms and Shelter property, housekeeping is not an optional service.

At your assigned time, Connections Staff will come to your door and ask you to step out of the room while the Housekeeping staff complete the weekly cleaning. If you are not in your room at the assigned time, Housekeeping will still enter the room. Each week, Housekeeping will exchange bed linens and remake the bed(s), exchange bath towels, disinfect the bathroom, and vacuum the carpet.

In preparation for Housekeeping each week, Participants should not remove bed linens from the bed, but should remove all personal items from on and/or around the bed.

Participants should not remove bed linens from the bed. At no time are any Shelter linens, both bedding or bath, to be placed in the hallway or removed from the room. Shelter linens are not to be put in your laundry bag with clothes and sent out for cleaning. {Also see LAUNDRY.}

Please note that bed linens and towels will only be replaced once a week at your assigned time. If you have an urgent need for your linen to be replaced at any other time, please contact a Connections Staff member to make arrangements.

Connections staff also reserve the right to conduct room checks as needed to ensure that the room is in good condition and sanitary.

## T. ITEMS NOT ALLOWED IN THE SHELTER

For the health and safety of everyone living and working in the Shelter, the following items are expressly prohibited from being in the building. Having any of these items in your possession or in your room may result in dismissal from the Shelter. Connections Management reserves the right to determine that items, beyond the list below, are not permitted in the Shelter.

- Candles, Incense, and/or Sterno
- Gasoline, Lighter Fluid, and/or Other Accelerants
- Glitter
- Grills
- Hot Plates + Pressure Cookers
- Motor Oil
- Paint
- Propane
- Space Heater
- Weapons (including but not limited to: Guns\* and Knives with a blade longer than 3")

**\* The possession of a weapon will result in the immediate dismissal from the Shelter. Connections Management reserves the right to search a room at any time if there is cause to believe a weapon is present.**

## U. LAUNDRY

Laundry service is provided once a week. Your dirty laundry should be placed in the grey, numbered laundry bag you were assigned upon moving into the Shelter. Bags should be drawn tight and placed outside your door between 8:00p – 11:00p on the assigned night. Late laundry will not be accepted and must wait until the following week.

### 4<sup>th</sup> + 5<sup>th</sup> Floors

**Pick Up:** Sunday night | **Returned:** Tuesday afternoon

### 1<sup>st</sup>, 2<sup>nd</sup> + 3<sup>rd</sup> Floors

**Pick Up:** Tuesday night | **Returned:** Thursday afternoon

If you are not in your room when laundry is returned, Connections Staff will key into your room and leave the bag just inside your door.

At no time are hotel linens (towels, bedding, etc) to be sent with laundry or taken out of the building. Do not put these items in your laundry bag.

Neither Connections nor its laundry vendor are responsible for lost or damaged items.

## V. LOITERING + GATHERING OUTSIDE

Loitering and/or gathering outside the Shelter, in both the front or the rear, is prohibited. At all times, the public sidewalks and those leading to and from the building must be clear for people to walk by. {Also see SMOKING.}

## W. MAIL

If you receive your mail at Connections, it will be delivered to your room on Tuesdays, Thursdays, and Saturdays. If you are not present in your room at the time of delivery, the mail will be returned to the Operations Office (Rm 108) and you may pick it up at your convenience from Connections Staff. Mail will not be left under your door.

Participants are not to go to Connections' Main Office or Hilda's Place to pick up mail. Mail and/or packages are not to be mailed directly to the Shelter.

If you are not currently receiving your mail at Connections, but would like to, please see your Case Manager for further instruction.

## X. MASKS

To protect everyone's health and safety, and because we have individuals living and working in the Shelter who are at high risk, **we continue to require the wearing of face masks at all times by anyone over the age of 2 when you are outside your room. Absolutely no exceptions will be permitted. Bandanas, scarves, face wraps, and/or neck gaiters are not acceptable.**

**Masks are to be properly put on BEFORE you walk out of your room and BEFORE you walk into the Shelter from outside.** Masks must be on to run down the hall for ice or to throw away garbage.

If you lose your mask, please contact Connections Staff. Safeguard and take good care of your mask.

Repeated failure to comply with wearing your mask will result in dismissal from the Shelter.

## **Y. MEALS**

Connections partners with Volunteers and organizations throughout the city to provide you with three meals a day. Meals will be served on the 1<sup>st</sup> Floor during the following times:

Breakfast (8:30a – 10:00a)

Lunch (12:30p – 2:00p)

Dinner (5:45p – 7:15p)

After picking up your meal, you must return to your room to eat it. Meals may not be eaten in the common areas, including the Lobby, Courtyard, or hallways.

Still hungry? If you'd like an extra meal, you are welcome to check with Connections Staff to see if there are any leftover meals from the prior day available. To ensure that everyone has an opportunity to receive a meal, we are unable to provide you with an additional serving of the current day's meal.

Connections provides each Participant with a cup when he/she/they move into the Shelter, which can be brought to Dinner to receive lemonade with the meal. No other cups or containers may be used to receive the beverage.

## **Z. MICROWAVES + REFRIGERATORS**

All rooms are equipped with a refrigerator. Refrigerators are to be kept clean and food should be regularly thrown away to keep from spoiling and/or developing mold. Refrigerators are not to be moved or unplugged.

Microwaves are available 24/7 on the 1<sup>st</sup> and 2<sup>nd</sup> Floors. You must remain at the microwave while your food is cooking. If your food creates any mess inside the microwave, please clean it out. All trash and debris are to be cleaned off the countertop and properly disposed of. At no time are any metal objects (ie. coffee travel mugs, aluminum foil containers) to be placed inside the microwave.

## **AA. PARKING**

Connections and the Margarita Inn are unable to provide on-site parking for Participants who have vehicles. Street parking is available on the surrounding streets. Please pay close attention to parking restrictions, including time limits and street sweeping. Participants are solely responsible for any parking tickets they received while staying at the Shelter; Connections will not pay for tickets.

## **BB. PERSONAL PROPERTY**

Participants are responsible for the safe storage of their own personal property. Neither Connections nor the Margarita Inn accept responsibility for lost, stolen, or damaged personal property. If a Participant believes their personal property has been stolen, he/she/they should inform Connections Staff. Connections will not search rooms for allegedly stolen property unless a Connections Staff member witnessed the theft or it was captured on a security camera. In such instances, Participants will be redirected to file a police report for the property.

**Connections strongly discourages the loaning and borrowing of money and/or property between Participants.** Participants are not to solicit Staff members.

## **CC. PEST CONTROL (Ants, Bed Bugs, etc.)**

Please review the Connections' Pest Policy at the end of this handbook (Appendix 2).

## **DD. PETS**

Animals of any kind are strictly prohibited from the Shelter, unless authorized in writing by Connections Management before the Participant moves into the Shelter.

## **EE. PHOTO DIRECTORY**

In lieu of issuing ID Badges to Participants, all adult Participants residing in the Shelter will have a headshot taken upon moving into the Shelter so that Connections can maintain a photo directory of Participants. Photos will not be used or shared publicly in any way. Photos must clearly show each Participant's face – sunglasses, hats, etc must be removed.

## **FF. ROOM INSPECTIONS**

Connections Staff will routinely enter Participant rooms, typically in conjunction with scheduled housekeeping, to visually inspect the cleanliness of the room, condition of the furniture, etc. Connections Management reserves the right to enter a room at any time if there is believed to be a health or safety issue within the room.

## **GG. SMOKING**

Smoking is not allowed inside of the Shelter **at any time**. Smoking inside the Shelter and/or tampering with or disabling smoke detectors can lead to immediate dismissal from the Shelter.

Smoking is permitted 24/7 in the Courtyard, which can be accessed near the main entrance. Participants smoking in the Courtyard must remain 15' front the doors and at least 6' from any other individuals in the Courtyard. Repeated failure to social distance while in the Courtyard will result in a Participant's loss of access to this area. All cigarette butts are to be properly disposed of in the provided receptacles. {Also see COURTYARD.}

Participants are not permitted to smoke anywhere else on the Shelter property, including in front, behind or along the side of the building.

## **HH. TOILET PAPER + TOILETRIES**

Participants will be supplied with toilet paper, if needed, as part of the weekly housekeeping. If toilet paper is needed at another point during the week, please contact the Connections Staff.

Connections maintains a stock of toiletry items (ie. deodorant, toothpaste) and is happy to provide participants with toiletries, when available. Please understand that we may not always have every item available and that we may limit the quantity of an item to ensure that we have enough for all Participants in the Shelter.

## **II. TRASH**

Participants are expected to remove trash from their room frequently, particularly leftover food and food containers. This is essential to maintaining a clean and healthy environment for everyone in the Shelter. It is also critical in helping to reduce the presence of pest, such as ants.

Participants will be provided trash bags by the Connections Staff. Large trash bins are located on each floor near the elevator. Participants should bag their room trash and then place their individual bag of trash in the trash bin. Connections Staff will routinely empty the large bins.

At no time are bags of trash to be placed in the hallway. If the large trash bin is full, please contact the Connections Staff so that it can be emptied.

## **JJ. VISITING OTHER ROOMS/PARTICIPANTS**

Participants are not to be in any Participant's room other than their own at any time or on a different floor (other than common areas) from their assigned room. Repeated violation of this rule will result in dismissal from the Shelter.

Participants not residing in the Congregate Room are prohibited from entering the Congregate Room and/or Room 106 at any time.

## **KK. VISITORS + OUTSIDE SERVICE PROVIDERS**

**There will be no visitors or guests allowed at any time in the Shelter.** This includes children, grandchildren, and/or partners who are not determined to be a part of the Participant's household at the time of moving into the Shelter.

The only exception to this rule is in the case of a child custody change. In the event that there is a custody change and you are now in custody of your child(ren), you must speak to a Case Manager at least 48 hours before bringing your child(ren) to the Shelter. Any change to the number of occupants in a room must be approved in advance by Connections Management.

Participants who have caretakers or other outside service providers (i.e. in-home health aide) who need to enter the Shelter must receive approval from Connections Management at least 24 hours in advance.

## APPENDIX 1: HOUSEKEEPING SCHEDULE

Each room has been assigned a 45-minute time frame during which the housekeeping will occur each week.

The actual cleaning is anticipated to take 15-20 minutes, during which time you will need to exit your room.

TUESDAY			THURSDAY			FRIDAY		
414	9:15 A	10:00 A	506	9:15 A	10:00 A	314	9:15 A	10:00 A
411	9:15 A	10:00 A	504	9:15 A	10:00 A	313	9:15 A	10:00 A
412	9:30 A	10:15 A	503	9:30 A	10:15 A	312	9:30 A	10:15 A
409	9:30 A	10:15 A	502	9:30 A	10:15 A	311	9:30 A	10:15 A
410	9:45 A	10:30 A	501	9:45 A	10:30 A	310	9:45 A	10:30 A
407	9:45 A	10:30 A	500	9:45 A	10:30 A	309	9:45 A	10:30 A
408	10:00 A	10:45 A				308	10:00 A	10:45 A
405	10:00 A	10:45 A	213	10:00 A	10:45 A	307	10:00 A	10:45 A
406	10:15 A	11:00 A	212	10:15 A	11:00 A	306	10:15 A	11:00 A
404	10:15 A	11:00 A	211	10:15 A	11:00 A	305	10:15 A	11:00 A
403	10:30 A	11:15 A	210	10:30 A	11:15 A	304	10:30 A	11:15 A
402	10:30 A	11:15 A	208	10:30 A	11:15 A	303	10:30 A	11:15 A
401	10:45 A	11:30 A				302	10:45 A	11:30 A
400	10:45 A	11:30 A	105	10:45 A	11:30 A	301	10:45 A	11:30 A
			Cong	11:00 AM	11:45 AM	300	11:00 AM	11:45 AM

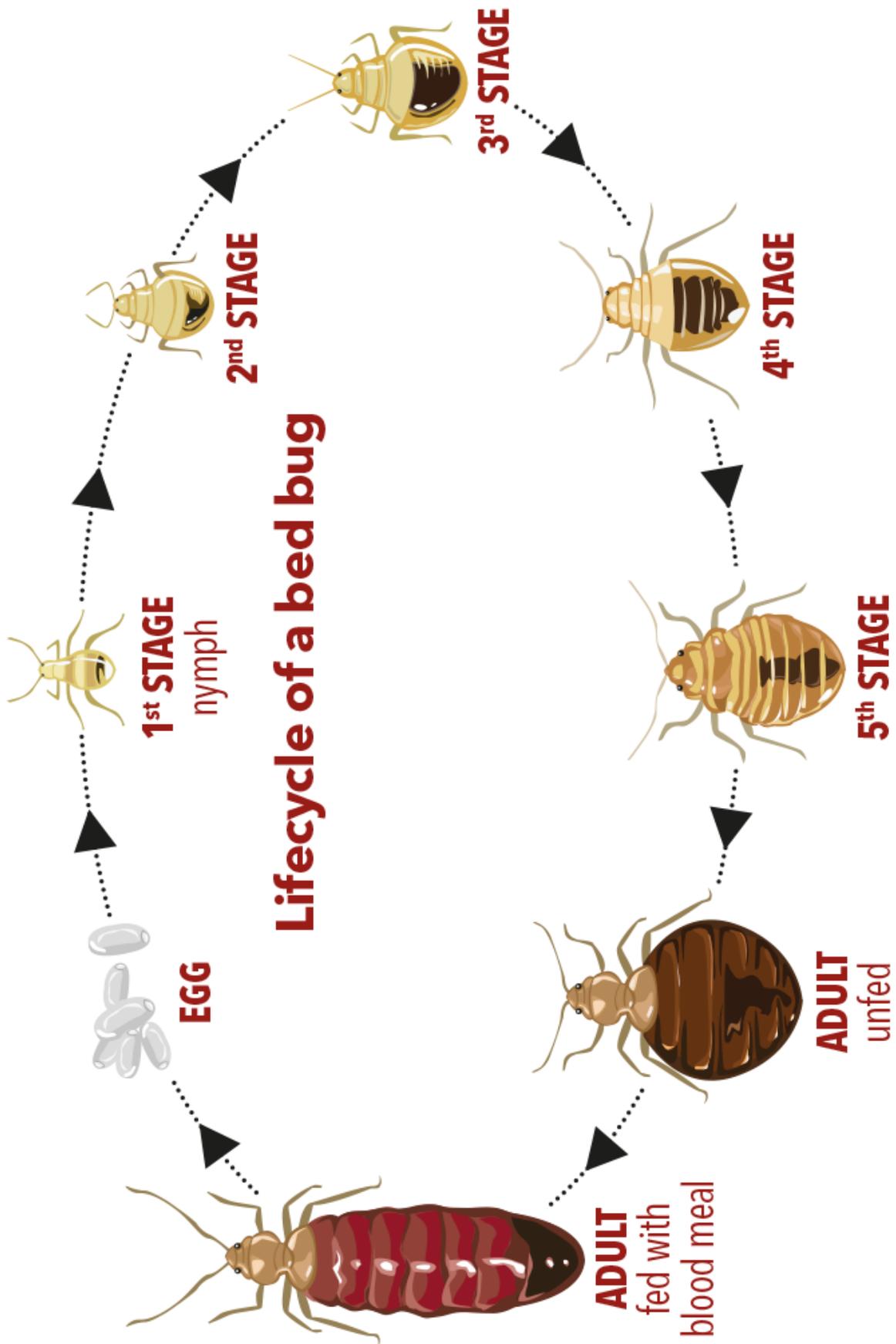
## APPENDIX 2: PEST POLICY

### Shelter Pest Policy + Guidelines

All Participants in Connections' Shelter are expected to follow the guidelines below as a condition of their stay in the Shelter. Failure to comply may result in dismissal from the Shelter.

- **Any indication of pests in your room is to be immediately reported to Connections Staff.** This includes, but is not limited to, bed bugs and/or ants.
- **Do not spray anything on the pests.** Connections Staff will use approved treatment products and/or methods once made aware of the pests.
- **Connections Staff will access your room weekly per the housekeeping schedule posted in each room.** During these visits, Staff will monitor for any pest issues and/or housekeeping issues that could lead to a pest problem developing in the room.
- **Regarding bed bugs:**
  - **When changing your sheets weekly, you should inspect the outer perimeter of the mattress encasement** (cover), both on the top and bottom of the mattress. *Do not open or remove the encasement at any time.* Look for castings, feces, and/or blood stains.
  - **Not everyone reacts to bites** (less than 50% of those bitten), so “no bites” doesn’t necessarily mean “no bugs.”
  - **Do NOT use bed bug sprays you can buy at the store.** Research does not recommend this. They just leave toxins in your room, send the bugs “hiding” for a bit, and then help them return even stronger which makes expert extermination even more difficult.
  - **Refer to the backside of this document for a diagram of the growth stage of a bed bug.** Note that they can look different over the course of their life cycle.

*See following page for diagram of what bed bugs look like.*



## **APPENDIX 3: INCLUSION POLICY FOR PARTICIPANTS**

### **Inclusion Policy for Participants**

**You belong here! You deserve to be included and served with respect! Connections for the Homeless promises to serve all Participants fairly, and without discrimination based on any of these things:**

- Your gender, gender status or gender expression
- If you're LGBTQI+
- Your race, color, tribe or ethnicity
- Your immigration, refugee or citizenship status or what country you're from
- Your income or lack of income, or source of income
- How well you read, write or speak English
- Your job status
- Your education level
- Your marital, family or partnership status
- Your religion or non-religion or personal philosophy
- Your health or mental health status
- Your physical, developmental, intellectual or emotional ability
- If you have HIV or AIDS
- If you have alcohol or drug use or addiction, or other addictions
- Your legal history
- Your veteran or military discharge status
- Your participation in the street economy
- Whether or not you follow a doctor's or therapist's medical or treatment suggestions
- Your body size
- Your age

**This means when we assess your service needs and match you to programs you're eligible for, we will make decisions and provide care and services fairly and with respect.**

**These are some of the ways we do this:**

1. We do not allow any speech, language, or behavior that is hateful or abusive for anyone who might come into our spaces. If you feel other Participants or Staff have mistreated you or made you feel bad or unsafe because of your identity, please let Staff know right away.
2. If you are transgender, genderqueer or gender non-conforming in your identity or experience, you can choose whether or not to discuss this with Staff or others. Your gender self-identity will be respected, regardless of whether you express that identity in a way others might expect. It won't matter whether you have chosen medical interventions, or changed your gender marker on your IDs. What matters is how you

identify. Staff will use your chosen name and pronouns and protect your privacy. You can work with Staff to decide what is safest for you in gendered spaces.

3. We don't need to know your immigration, refugee or citizenship status. We will not work together with ICE or any other law enforcement people, or even let them know we are serving you, unless they present an arrest warrant that is signed by a judge and names you.
4. We have these things to help you communicate with us if you need them:
  - a. TDD/TTY access
  - b. Large print forms and policies- available upon request
  - c. Language translation service
5. If you find it hard to read or write, Staff will read forms and other written things to you, or help you write on forms. We try hard to make our forms and writing easy to read and understand.
6. If you have mobility difficulties, Staff will help you decide which buildings are most accessible for you. We will send an Outreach worker as soon as possible to a mutually agreed upon location if needed.
7. Your family is your family, no matter what the ages and genders of the family members are. It's up to you to tell us who's in it, and you can stay together in the same program regardless if you're legally married, and no matter what your sexual or romantic orientation is, as long as space and housing stock make it possible to accommodate you safely.
8. You can have whatever religion or personal philosophy you want, and we don't expect you to go along with any religious activity while you're with us.
9. We really value diversity and want you to be feel safe expressing and celebrating your own culture!
10. Our programs might have rules that you can't drink alcohol or use illegal drugs on-site, but as long as you are behaving respectfully and being safe, it's your business about what you use off-site and whether or not you are intoxicated when you come to us. We do not do drug testing or keep people out because of drinking or using outside program spaces.
11. You don't need to tell us if you have HIV or AIDS, but if you do, we will protect your privacy, and it might help us find you housing faster.
12. If you feel you have been excluded or discriminated against because of your identity as listed above, you can file a complaint with Connections for the Homeless. The complaint process is below.
13. We hold everyone accountable to the same standards of inclusion and non-discrimination and anticipate that you will extend the same inclusive and non-discriminatory attitudes and behaviors toward other Participants, Connections for the Homeless agency program Staff, and program Volunteers.

## Discrimination Complaint Process:

**Step 1:** As soon as possible after the discrimination happens, contact the Program Manager by filling out the Discrimination Complaint Form. Your worker will get you the form, and help you get the completed form to the Program Manager.

**Step 2:** The Program Manager will take up to 30 days to investigate your complaint by reviewing documents and talking to people who might know about the complaint. They will make a decision, and then will communicate the decision to you and others in 30 days after that.

**Step 3:** If you feel the Program Manager made the wrong decision, you may appeal the decision made by the Program Manager with their Supervisor. The grievance will be reviewed again and within 30 days you will be informed of the decision. This decision is final.

Discrimination complaints can also be directed to the Department of Housing and Urban Development: Chicago Regional Office: (800) 765-9372; or online at: [https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint)

## Inclusion / Non-discrimination policies:

**Discrimination:** Suburban Cook County Coordinated Entry (Entry Point) and its agencies do not discriminate in the course of assessment, matching, and referral for housing and other services on the sole basis of anyone's:

- gender, gender status or gender expression
- sexual identity or orientation
- race or color
- tribal identity or ethnicity
- immigrant or citizenship status or nationality
- income or lack of income, or source of income
- English language literacy or proficiency
- employment status
- marital, familial or partnership status
- education level
- religion or non-religion or personal philosophy
- health or mental health status
- physical, developmental, intellectual or emotional ability
- HIV serostatus
- alcohol or drug use or addiction, or other addictions
- veteran or military discharge status
- participation in the street economy
- adherence or non-adherence to medical or treatment recommendations
- physical size
- age
- alcohol or drug use or addiction, or other addictions
- veteran or military discharge status
- participation in the street economy
- adherence or non-adherence to medical or treatment recommendations
- physical size
- age

- legal history<sup>1</sup>

We seek to serve those who have been marginalized or previously rendered service-ineligible for these or any other reasons. Therefore, we do not tolerate any speech, language, or behavior that is abusive or demoralizing to anyone who might participate in our services. We expect staff, interns, and volunteers to be vigilant in enforcing this standard.

Some programs may be required to prioritize enrollment based on regulations imposed by their funding sources and/or state or federal law. For example, a HOPWA-funded project might be required to serve only participants who have HIV/AIDS. Some programs are dedicated to veterans, youth, or survivors of domestic violence, etc. All such programs will avoid discrimination to the maximum extent allowed by their funding sources and their authorizing legislation.

All aspects of Entry Point will comply with all Federal, State, and local Fair Housing laws and regulations. Participants will not be “steered” toward any particular housing facility or neighborhood based on their race, color, national origin, religion, sex or gender identity, sexual orientation, disability, or the presence of children.

The Entry Point Lead Agency conducts quarterly rotating training of staff on Coordinated Entry basic training, this Anti-Discrimination Policy and procedures, and on a wide array of cultural competency topics.

This Inclusion and Non-Discrimination policy pertains specifically to the client assessment, matching and referral processes, but it is assumed that each agency maintains an Inclusion and Non-Discrimination policy regarding their services and programs that substantially and materially echoes this policy, and this policy is not intended to circumvent or exempt an agency’s own policies.

**Discrimination Complaint Process:** Participants will be shown / read the Inclusion and Non-Discrimination policy as part of the standard assessment, and will sign to indicate that they have had it presented. The policy will also be posted in a visible location at all access points. The policy page will inform participants of their right to file a verbal or written Discrimination Complaint, and will contain all information needed to file the complaint.

When a Discrimination Complaint about the Entry Point process is received in verbal or written form, the Entry Point Lead Agency will complete an investigation of the complaint within 30 calendar days by attempting to contact and interview a reasonable number of persons who are likely to have relevant knowledge about the circumstances surrounding the complaint, and by collecting any documents that are likely to be relevant to the investigation. If a complaint is determined to pertain to matters outside the realm of assessment, prioritization, matching

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<sup>1</sup> In the case that a client presents at an access point who is the subject of a Protective Order held by another client also being served at that access point, Entry Point will prioritize right of service at that location to the client holding the order. The client prohibited from proximity or contact will be referred to another Entry Point access point for assessment and/or service. If, during the course of housing matching and referral, it comes to the attention of the Entry Point Lead Team that a client has experienced abuse by their partner who would otherwise be housed together with them, the wishes of the abuse survivor regarding cohabitation will be honored. If a perpetrator of abuse cannot then be housed with their partner, they will be housed separately as an individual.

and/or referral, but is related to housing, shelter or other services of a particular agency or program, or involved complaint of mistreatment or discriminatory behavior between clients, grievances will be directed back to the appropriate agency for resolution. Within 30 days after concluding the investigation, the Entry Point Lead Agency will write a report of the investigation's findings, including a proposed decision about whether inappropriate discrimination occurred, and any action(s) recommended to prevent discrimination from occurring in the future. The findings of the investigation will be shared with the Entry Point Committee at the next scheduled meeting to finalize the decision, and will thereafter be shared with the client as soon as practicable. If necessary, the Entry Point Lead Agency may recommend that the client be re-assessed or re-prioritized for housing or services. The report will be retained on file at the Alliance to End Homelessness in Suburban Cook County (Alliance) for two years. If the complainant or other parties continue to dispute the conclusion of the investigation and wish to appeal the decision, they may file an appeal through the Alliance with the Entry Point Committee within 30 calendar days after notice of the Entry Point Lead Team's determination. The Entry Point Committee will address the complaint appeal within 30 calendar days of its receipt by reviewing all relevant materials, notes and reports from the Entry Point Lead Team's investigation, and within 30 calendar days, will notify all parties of their disposition, which will be considered final.

Discrimination complaints can also be directed to the Department of Housing and Urban Development: Chicago Regional Office: (800) 765-9372; or online at: [https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint)

**Equal Access and Inclusion Regardless of Family Composition:** Clients' designation of their familial relationships will be honored and respected, regardless of marital status, gender identity or expression, sexual or romantic orientation, age, disability, proof of legal guardianship, or any other feature of identity or circumstance. Family members will not be denied access or separated based upon these reasons, and will be accommodated together, when possible, within space limits of available shelter or housing stock.

**Equal Access and Inclusion of Transgender ("trans\*") and Gender Non-conforming Clients:** In accordance with federal guidelines and pursuant to standard best practices, we recognize that trans\* and gender non-conforming clients are among the most vulnerable who will enter our service spaces and programs. We respect the gender self-identification of all of our clients, use people's preferred names and pronouns, and invite trans\* clients to consider and indicate what would be the safest arrangement for them for sleeping quarters and bathroom use. We do not consider gender markers on people's IDs, people's appearance, the gender assigned to someone at birth, or anything other than or over the person's self-identity. (In other words, regardless of how a client's gender features are read by staff or others or what her ID might say, if the client identifies as female, she may use the women's bathroom and shower and sleep in the women's section if she feels that is safest for her.) We do not ask intrusive questions about a clients' anatomy or medical business, or seek "proof" of anyone's gender status, and do not allow gossip or speculation about these things. We do not single out trans\* clients for different treatment, but consider their comfort and safety to be paramount above the comfort level of cisgender (non-trans) clients, staff and volunteers. If a client feels more privacy is needed, we discreetly provide individual private shower or bathroom time for the client as much as possible. We do not, however, prescribe or demand more privacy or modesty from trans\* clients than from their cisgender peers.

**Access for people with disabilities:** Appropriate auxiliary aids and services will be available for individuals with disabilities to ensure effective communication. The Suburban Cook Call Center has a TDD number, and each agency will utilize a TDD service as necessary to serve people who are Deaf or hard of hearing. Large type (and ability to enlarge text) versions of documents will be made available for people with visual impairments. Picture communication cards are available for those who are non-verbal. Staff will offer to assist clients in reading any forms, policies or written correspondence, and will offer to write on forms as needed.

Entry Point will ensure that individuals with disabilities, including individuals who use wheelchairs are able to access the Entry Point Assessment process by providing ADA accessible Access Points or arranging reasonable accommodations for mobility-impaired individuals such as assigning a Street Outreach worker or Housing Navigator to provide mobile assessment services. Marketing materials will clearly convey ADA accessible Access Points and processes.

**Access for clients with limited English language literacy or proficiency:** Forms and policies are to be made available in Spanish. Translation services are secured when needed to communicate with anyone whose primary language cannot be engaged by staff. Entry Point will take reasonable steps to offer process materials and participant instructions in multiple languages to meet the needs of minority, ethnic, and groups with Limited English Proficiency. Staff will offer to assist clients in reading any forms, policies or written correspondence, and will offer to write on forms as needed. The Inclusion and Non-Discrimination Policy and all other important policies and forms will be screened for literacy level using widely accepted best practices.

**Cultural and Linguistic Competence:** Staff use identity language chosen by clients, and do not select identity descriptors for clients during assessment. Assessments use culturally and linguistically competent questions for all persons that reduce cultural or linguistic barriers to housing and services for special populations, including LGBTQI people and families, youth, immigrants or refugees, devotees of minority religions, etc.

## **APPENDIX 4: GRIEVANCE POLICY, PROCEDURE + FORM**

### **Grievance Policy + Procedure**

A Grievance can be filed at any time if a Participant feels that they have been treated unfairly or would like to communicate a concern they have with Connections Staff or procedures. The procedure for submitting a Grievance is as follows:

- When a Participant would like to make a Grievance, it is asked that they complete it on the attached Grievance Form.
- The grievance can be given directly to a Case Manager or can be given to the Supervisor of whoever the Grievance is regarding. The Participant will be contacted regarding the grievance within 48 hours. If a Participant needs assistance writing the Grievance, Connections Staff can connect you with assistance.
- The Participant will be contacted with the outcome of the Grievance and any result of the Grievance will be communicated to the Participant. In some cases, there are confidential outcomes of a Grievance that cannot be shared and the Participant will be made aware of this.
- The Participant has the right to appeal the decision of a Grievance if they believe it was unfair and the Grievance will be passed to the next level manager.

*For discrimination matters, please see the Inclusion Policy.*



**Were there any other witnesses? (If so, how can we reach them?)**

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**What are you hoping will happen as a result of filing a complaint?**

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**If you feel that you have been discriminated against at Connections for the Homeless, please specify how you were discriminated against:**

- |  |   |
|--|---|
| <input type="checkbox"/> My gender, gender status or gender expression                               | <input type="checkbox"/> My physical, developmental, intellectual, or emotional ability |
| <input type="checkbox"/> Being LGBTQI+   | <input type="checkbox"/> My alcohol or drug use or addiction, or other addictions       |
| <input type="checkbox"/> My race, color, tribe, or ethnicity   | <input type="checkbox"/> My legal history   |
| <input type="checkbox"/> My immigration, refugee or citizenship status or nationality                | <input type="checkbox"/> My veteran or military discharge status                        |
| <input type="checkbox"/> My income or lack of income, or source of income                            | <input type="checkbox"/> My body size   |
| <input type="checkbox"/> My not following a doctor's or therapist's medical or treatment suggestions | <input type="checkbox"/> My participation in the street economy                         |
| <input type="checkbox"/> How well I read, write, or speak English                                    | <input type="checkbox"/> My religion or personal philosophy                             |
| <input type="checkbox"/> My job status or education level  | <input type="checkbox"/> My health or mental health status, or having HIV or AIDS       |
| <input type="checkbox"/> My marital, family or partnership status                                    | <input type="checkbox"/> My age   |

**I promise that everything I have said is true to the best of my memory:**

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Participant Name (Print)                      Participant Signature                      Date

**FOR PROGRAM USE ONLY**

Date complaint received: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Findings:**

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**Resolution:**

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Date participant informed of disposition: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Staff signature: \_\_\_\_\_

Date: \_\_\_\_\_

Staff printed name: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX 5: TV CHANNEL LINE UP

**DIRECTV RESIDENTIAL EXPERIENCE**



### Margarita European Inn Ascend Collection Hotel

2 CBS-WBBM <b>HD</b>	265 A&E <b>HD</b>	361 AccuWeather <b>HD</b>
5 NBC-WMAQ <b>HD</b>	269 History <b>HD</b>	363 GEB: Golden Eagle Broadcasting
7 ABC-WLS <b>HD</b>	271 Viceland <b>HD</b>	364 Inspiration <b>HD</b>
9 IND-WGN <b>HD</b>	274 Ovation <b>HD</b>	365 GOD TV
11 PBS-WTTW <b>HD</b>	275 QVC <b>HD</b>	366 Jewish Life TV
20 PBS-WYCC	276 National Geographic <b>HD</b>	367 World Harvest Television
23 IND-WWME	278 Discovery Channel <b>HD</b>	368 Hope Channel
26 CW-WCIU <b>HD</b>	280 TLC <b>HD</b>	369 Daystar
32 FOX-WFLD <b>HD</b>	281 MotorTrend <b>HD</b>	370 EWTN
38 ION-WCPX	282 Animal Planet <b>HD</b>	371 Hillsong Channel
44 TMO-WNSN <b>HD</b>	285 Investigation Discovery <b>HD</b>	372 TBN
50 MNT-WPWR <b>HD</b>	289 Disney Junior <b>HD</b>	373 The Word
56 PBS-WYIN <b>HD</b>	290 Disney Channel (East) <b>HD</b>	374 BYU TV
60 UMA-WXFT <b>HD</b>	291 Disney Channel (West)	375 Link TV
62 IND-WJYS	292 Disney XD <b>HD</b>	376 Christian Television Network
66 UNI-WGBO <b>HD</b>	293 BabyFirstTV	377 TCT Network
100 DirecTV Cinema Screening Room	296 Cartoon Network (East) <b>HD</b>	378 NRB Network
202 CNN <b>HD</b>	297 Cartoon Network (West)	379 Uplift
204 Headline News <b>HD</b>	299 Nickelodeon/Nick at Nite (East) <b>HD</b>	380 Impact
206 ESPN <b>HD</b>	300 Nickelodeon/Nick at Nite (West)	388 JBS
207 ESPNNews <b>HD</b>	301 Nick Jr <b>HD</b>	401 Aquí
208 ESPNU <b>HD</b>	303 TeenNick	402 Univision <b>HD</b>
209 ESPN2 <b>HD</b>	304 TV Land <b>HD</b>	404 Galavision <b>HD</b>
214 MAVTV <b>HD</b>	311 Freeform <b>HD</b>	447 ONCE Mexico
219 Fox Sports 1 <b>HD</b>	312 Hallmark Channel <b>HD</b>	448 Enlace
226 Shop LC	313 Jewelry Television Network	461 HITN TV
228 Gem Shopping Network	315 QVC 2	501 HBO <b>HD</b>
229 HGTV <b>HD</b>	316 EVINE	502 HBO2 East <b>HD</b>
231 Food Network <b>HD</b>	319 NEW Channel	503 HBO Signature East <b>HD</b>
236 E! Entertainment Television <b>HD</b>	321 Russia Today TV	504 HBO West <b>HD</b>
237 Bravo <b>HD</b>	327 CMT <b>HD</b>	505 HBO2 West <b>HD</b>
238 REELZ Channel <b>HD</b>	329 BET <b>HD</b>	506 HBO Comedy <b>HD</b>
239 Audience Network <b>HD</b>	331 MTV <b>HD</b>	507 HBO Family East <b>HD</b>
240 HSN <b>HD</b>	332 MTV2	508 HBO Family West
241 Paramount <b>HD</b>	335 VH1 <b>HD</b>	509 HBO Zone East <b>HD</b>
242 USA Network <b>HD</b>	340 AXS <b>HD</b>	511 HBO Latino <b>HD</b>
244 Syfy <b>HD</b>	344 Son Life Broadcasting Network	515 Cinemax East <b>HD</b>
245 TNT <b>HD</b>	345 RFD-TV <b>HD</b>	516 Cinemax West <b>HD</b>
246 truTV <b>HD</b>	347 OAN <b>HD</b>	517 MoreMax <b>HD</b>
247 TBS <b>HD</b>	348 Free Speech TV	519 ActionMax <b>HD</b>
248 FX <b>HD</b>	349 Newsmax	520 5StarMax <b>HD</b>
249 Comedy Central <b>HD</b>	350 C-SPAN	521 MovieMax <b>HD</b>
252 Lifetime <b>HD</b>	351 C-SPAN2	522 ThrillerMax <b>HD</b>
254 AMC <b>HD</b>	353 Bloomberg Television <b>HD</b>	523 Cinemáx <b>HD</b>
256 TCM <b>HD</b>	355 CNBC <b>HD</b>	557 Sundance <b>HD</b>
259 FXX <b>HD</b>	356 MSNBC <b>HD</b>	565 Hallmark Movies & Mysteries <b>HD</b>
260 WE: Women's Television <b>HD</b>	359 Fox Business Network <b>HD</b>	604 Pursuit Channel <b>HD</b>
264 BBC America <b>HD</b>	360 Fox News Channel <b>HD</b>	



**connections**  
FOR THE HOMELESS

2121 Dewey Avenue  
Evanston, IL 60201  
847.475.7070

# SHELTER RESIDENT HANDBOOK ACKNOWLEDGEMENT

By signing below, I acknowledge that I have received a copy of Connections' Shelter Resident Handbook (*revised 11.01.2021*). I understand that receipt of this Acknowledgement is a requirement for me to be a Participant in Connections' Shelter.

I understand that it is my responsibility to read and abide by the policies and procedures outlined within this Handbook. Furthermore, I understand that it is my responsibility to contact Connections Staff with any questions or concerns I have about the Shelter policies and procedures.

I understand that Connections reserves the right to amend, add, and retract its policies and procedures as deemed necessary for the health, safety, and well-being of Participants, Staff, and the Community. When possible, these changes will be communicated to me in writing in advance of their implementation.

**Participant Name (PRINT):** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Phone Number:** \_\_\_\_\_

**Laundry Bag:** \_\_\_\_\_

**Staff Initials:** \_\_\_\_\_



Melissa Klotz &lt;mklotz@cityofevanston.org&gt;

## Land Use Commission Public Comment

1 message

noreply@formstack.com &lt;noreply@formstack.com&gt;

Thu, May 19, 2022 at 10:25 AM

Reply-To: noreply@formstack.com

To: mmjones@cityofevanston.org, kashbaugh@cityofevanston.org, mklotz@cityofevanston.org



### Formstack Submission For: **Land Use Commission Public Comment**

Submitted at 05/19/22 11:25 AM

**Name:** Janna Dutton

**Address of Residence:** 1640 Maple Ave

**Phone:** (312) 805-0122

**How would you like to make your public comment?:** Written (see below)

**Provide Written Comment Here:** Dear Land Use Commission members,  
You are voting on the purchase of Margarita Inn by Connections for the Homeless and use of the property as semi-long term housing for the homeless. I'm asking that you consider your position and Vote No for the following reasons:

The purchase of Margarita Inn by a not for profit will take yet another commercial property off of the Evanston real estate and business tax rolls - Evanston cannot afford that, our real estate taxes are already prohibitive;

The homeless population served by Connections at the Margarita Inn will create a disincentive for businesses to relocate here; and

The population benefitting from the services of Connections for the Homeless at the Margarita Inn by Evanston taxpayers are significantly not long time residents of Evanston.1

The Margarita Inn potentially can be purchased and operated as a successful business paying real estate and other Evanston business taxes. Its purchase and operation as a not-for profit is costly and unnecessary as the services provided by Connections can be successfully provided in another location not impacting business in downtown Evanston.

We have a concerning level of empty commercial space in downtown Evanston and are desperate to attract new businesses. The usage of Margarita Inn as a homeless shelter currently does and will bring people into the downtown area who engage in antisocial behaviors such as panhandling, public drunkenness, harassment of business patrons, and perhaps even more concerning behaviors. Even without the Margarita Inn population, we already have a significant number of panhandlers, public drunkenness, and persons engaging in anti-social behaviors in this downtown neighborhood. It is a strong disincentive for businesses to relocate here. I worry about all of the empty commercial space, including the empty commercial space in my condominium building.

The Margarita Inn is in a potential lucrative downtown location which if operated as a business could bring business patrons to downtown Evanston. Instead, if Connections is allowed to operate the Margarita Inn as a homeless shelter, it will create a disincentive for persons to patronize businesses and for businesses to relocate to downtown Evanston. Connections could find a location to operate a successful homeless shelter that does not have the negative impact on downtown Evanston that the Margarita Inn location will have.

I realize that the question being voted on is actually whether the Connections homeless shelter is a "rooming house" under zoning regulations. The definition of "rooming" house clearly contemplates a for profit business model as it requires that the tenants pay compensation to the owner of the rooming house, whether directly or indirectly. The free housing homeless shelter is not a business, does not require fair market value compensation from tenants, and is not contemplated under the definition of Rooming House. We need another business in downtown Evanston, not a homeless shelter.

Very Truly Yours,  
Janna Dutton  
[1640 Maple, Evanston](#)

1. According to the Evanston police, many of the Margarita Inn residents use addresses of acquaintances in Evanston and are not longtime residents. Connections has no incentive to challenge and verify residency in Evanston. Residency should be verified by an independent agency.

**Agenda Item (or comment on item not on the agenda):**

Allowing Connections for the Homeless to operate Margarita Inn as a homeless shelter

**Position on Agenda Item:**

Opposed

5/20/22, 9:23 AM

CITY OF EVANSTON Mail - Land Use Commission Public Comment

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Formstack, [11671 Lantern Road, Suite 300, Fishers, IN 46038](#)



Melissa Klotz <mklotz@cityofevanston.org>

## Land Use Commission Public Comment

1 message

noreply@formstack.com <noreply@formstack.com>

Thu, May 12, 2022 at 4:28 PM

Reply-To: noreply@formstack.com

To: mmjones@cityofevanston.org, kashbaugh@cityofevanston.org, mklotz@cityofevanston.org



### Formstack Submission For: **Land Use Commission Public Comment**

Submitted at 05/12/22 5:28 PM

**Name:** Don Durkes

**Address of Residence:** 1111 GROVE STREET

**Phone:** (847) 274-7870

**How would you like to make your public comment?:** In-person

**Provide Written Comment Here:**

**Agenda Item (or comment on item not on the agenda):** 1566 Oak Street Appeal

**Position on Agenda Item:** Other: I was not called by the LUC for comment and had sigbned up electronically. This is to present my comments which remain relevant to the 1566 Oak Street Homneless Shelter.

5/20/22, 11:19 AM

CITY OF EVANSTON Mail - Land Use Commission Public Comment  
Formstack, [11671 Lantern Road, Suite 300, Fishers, IN 46038](#)





Davis St

Ridge Ave

Oak Ave

Alexander Park

Grove St

Saint Infrank Ct

