



RIVER FOREST DEVELOPMENT REVIEW BOARD MEETING AGENDA

A meeting of the River Forest Development Review Board will be held on Thursday, September 2, 2021 at 7:30 P.M. in First Floor Community Room of the Village Hall, 400 Park Avenue, River Forest, Illinois.

To the extent that attendance may still be limited due to COVID-19 guidelines, Development Review Board officials, staff and consultants will have priority over members of the public. To the extent that the Village is still permitted to allow remote participation, public comments and any responses will be read into the public meeting record. You may submit your public comments via email in advance of the meeting to: Jon Pape at jpape@vrf.us. You may view or listen to the meeting by participating online or via telephone. Join the meeting at <https://us02web.zoom.us/j/89045176032>, or call (312) 626-6799 and use meeting ID 890 4517 6032. If you would like to participate online or over the phone, please email jpape@vrf.us by 4:00 PM on Thursday, September 2, 2021 with your name and the last four digits of the phone number you will be using to call in.

- I. Call to Order/Roll Call
- II. Minutes of the August 5, 2021 Development Review Board Meeting
- III. Continued Public Hearing – Application #22-005: Application for a Major Amendment to an Existing Planned Development to convert additional commercial space to an additional residential unit at 400 Ashland Avenue
- IV. Discussion, Deliberation and Recommendation – Application #22-005: Application for a Major Amendment to an Existing Planned Development to convert additional commercial space to an additional residential unit at 400 Ashland Avenue
- V. Approval of Findings of Fact and Recommendation of the Development Review Board - Application #22-005: Application for a Major Amendment to an Existing Planned Development to convert additional commercial space to an additional residential unit at 400 Ashland Avenue
- VI. Public Comment
- VII. Adjournment

**VILLAGE OF RIVER FOREST
DEVELOPMENT REVIEW BOARD MEETING MINUTES
August 5, 2021**

A meeting of the Village of River Forest Development Review Board was held at 7:30 p.m. on Thursday, August 5, 2021 in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois and via Zoom.

I. CALL TO ORDER

The meeting was called to order at 7:30 p.m. Upon roll call, the following persons were:

Present: Members Davis, Fishman, Schubkegel, Yanaki (arrived 7:32 p.m.), and Martin

Absent: Members Crosby and McCole

Also Present: Acting Village Administrator Lisa Scheiner, Assistant to the Village Administrator Jon Pape, Village Attorney Greg Smith

II. MINUTES OF THE JUNE 3, 2021 DEVELOPMENT REVIEW BOARD MEETING

A MOTION was made by Member Fishman and SECONDED by Member Martin to approve the minutes of the June 3, 2021 Development Review Board Meeting.

Motion passed by roll call vote of members present at the June 3, 2021 meeting.

III. MINUTES OF THE JUNE 17, 2021 DEVELOPMENT REVIEW BOARD MEETING

A MOTION was made by Member Fishman and SECONDED by Member Martin to approve the minutes of the June 17, 2021 Development Review Board Meeting.

Motion passed by roll call vote of members present at the June 3, 2021 meeting.

IV. PUBLIC HEARING - APPLICATION #22-005: APPLICATION FOR A MAJOR AMENDMENT TO AN EXISTING PLANNED DEVELOPMENT TO CONVERT ADDITIONAL COMMERCIAL SPACE TO AN ADDITIONAL RESIDENTIAL UNIT AT 400 ASHLAND AVENUE

Chairman Martin opened the public hearing regarding the application.

Ms. Scheiner read the admonition and oath and swore in all parties wishing to testify at the public hearing.

On behalf of the applicant, John Schiess asked that this public hearing be continued to September 2, 2021.

A MOTION was made by Member Schubkegel and SECONDED by Member Davis to continue the public hearing to September 2, 2021.

ROLL CALL:

Ayes: Members Davis, Fishman, Schubkegel, Yanaki, and Martin

Nays: None

Motion Passed.

V. PUBLIC COMMENT

None.

VI. ADJOURNMENT

A MOTION was made by Member Fishman and SECONDED by Member Schubkegel to adjourn the meeting of the Development Review Board at 7:35 p.m.

On voice vote, the motion passed.

RESPECTFULLY SUBMITTED:

LISA SCHEINER, SECRETARY

FRANK R. MARTIN
CHAIRMAN, DEVELOPMENT REVIEW BOARD

DATE



Village of River Forest
Village Administrator's Office
400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: August 27, 2021

To: Frank Martin, Chair
Development Review Board

From: Lisa Scheiner, Acting Village Administrator

Subj: Continued Public Hearing – Application #22-005 (400 Ashland Avenue)

Issue: A public hearing was opened on August 5, 2021, regarding a major amendment to a proposed planned development at 400 Ashland Avenue. The applicant requested that the public hearing be continued to September 2, 2021, to address an outstanding issue regarding parking at the site.

Analysis: A planned development permit was approved by the Village Board of Trustees in 2013 allowing a portion of the building to be converted from a commercial to a residential use. The permit granted included a requirement that five off-street parking spaces be maintained on site that an additional two parking spaces must be maintained nearby. The applicant provided documentation stating that five off-street spaces would be maintained on-site with another two spaces maintained at 420 Franklin Avenue.

There are two matters at issue with this application with regard to parking:

1. The maintenance and location of the two required off-street parking spaces nearby; and
2. The number of parking spaces required and proposed for the proposed residential unit.

Issue #1: During the course of processing this application for an amendment to the existing planned development it was determined that the license agreement for two spaces at 420 Franklin Avenue no longer exists. The applicant has identified two parking spaces at 349 Ashland Avenue (River Forest Kitchen) and has a tentative lease agreement, which is attached, for two parking spaces. The applicant has stated that the lease agreement will be executed during the week of August 30, 2021.

Staff has requested that the Village be provided with sufficient information to determine whether this lease agreement creates any new, or worsens existing, parking non-conformities at 349 Ashland Avenue. If a new non-conformity is created or an existing non-conformity is worsened, relief may be required for that property owner through the remedies provided in

the Zoning Ordinance (i.e. zoning variation). The Zoning Board of Appeals can recommend that relief be granted for the parking requirements at 349 Ashland after a properly noticed public hearing has been held. The Development Review Board can only grant relief at 349 Ashland if it is included as part of the planned development application and a legal notice has been posted. In other words, Staff must determine if relief is required at 349 Ashland Avenue and, if so, the appropriate procedural mechanism to seek that relief.

Issue #2: The applicant is proposing no off-street parking for the residential unit. It is the applicant's interpretation of the Zoning Ordinance that parking is not required for a studio apartment.

It is the Zoning Administrator's interpretation that Section 10-11-8 of the Zoning Ordinance requires two parking spaces for the proposed apartment as it houses a bed and is therefore a one-bedroom unit. The Zoning Ordinance does not define "one bedroom" or "studio" apartment. Based on this interpretation, the applicant is requesting a site development allowance (SDA) of at least two parking space for this application. It is the Village's Planning Consultant's recommendation that at least one parking space should be provided for the proposed residential unit bringing the total number of off-street parking spaces to five on-site and three off-site. An additional SDA may be needed if any of the off-site spaces are more than 300 feet from the development site. As a point of reference, 349 Ashland Avenue is within 300 feet as measured property line to property line.

When disputes over the Zoning Administrator's interpretation of the Zoning Ordinance arise applicants may exercise their right to appeal the interpretation per Section 10-5-6 of the Zoning Ordinance. Jurisdiction over these matters belongs to the Zoning Board of Appeals and, to date, no such appeal or ruling has been made. While the Development Review Board consists of members of the Zoning Board of Appeals, it does not constitute a quorum of Zoning Board of Appeals. Under the Open Meetings Act, the members of the Zoning Board of Appeals cannot make a ruling during the public hearing process regarding the Zoning Administrator's interpretation of the Zoning Ordinance. As a result, the Development Review Board is being asked only to consider whether or not to grant a site development allowance of one to two off-street parking spaces for this application.

If the Development Review Board votes to recommend approval of the proposed planned development they do so with the following conditions in place in addition to any potential conditions the Development Review Board or Village Board of Trustees may find appropriate relative to this project:

- This application shall be built in substantial compliance with the approved plans; and
- The applicant shall maintain five off-street parking spaces on-site and three off-street parking spaces off-site, the property owner shall annually certify with the Village that the off-site spaces remain, and the property owners must record the license/rental agreement of those spaces on title to the property.
- To ensure standard A in Section 10-19-3 of the Zoning Ordinance is met, and to ensure that the Petitioner's commitment in the Application to rent the studio apartment in the Project at an affordable rental rate is met, the Petitioner shall not rent the studio

apartment on the Property for more than the most recently available “Affordable Rent Limit” for a “0 Bedroom” unit in the Chicago Metro Area as published by the Illinois Housing Development Authority, which, as of the effective date of this Ordinance, is Nine Hundred Fifty Five and No/100 Dollars (\$955.00) per month. This studio apartment affordable rent restriction shall be in effect for ten (10) years from the date the Project receives a final certificate of occupancy from the Village. The Petitioner shall submit an annual affidavit of compliance with this condition to the Zoning Administrator on January 15 of each year after the Project receives a final certificate of occupancy from the Village, and the Petitioner shall provide information and materials as may be requested by the Zoning Administrator to confirm compliance with this condition.

Attachment:

- Short term lease agreement

SHORT TERM LEASE

This **SHORT TERM LEASE** (this "**Lease**") is entered into as of the 26 day of August 2021, by and between Schoolhouse & River Forest Kitchen ("**Landlord**") and 400 Ashland, LLC, and Illinois limited liability corporation ("**Tenant**").

1. **Lease Grant and Term.** Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, two (2) parking spaces as described in the legal description attached hereto as Exhibit A (together with any improvements and fixtures thereon) located at 349 Ashland, River Forest, Illinois (the "**Premises**" or the "**Property**"). The term of this Lease (the "**Term**") shall commence on September 1, 2021 (the "**Commencement Date**"), and shall continue until 5:00 p.m. on August 31, 2026 ("**Termination Date**").
2. **Permitted Use; Operation.** Tenant may use the Premises solely for incidental purposes thereto. Tenant will ensure that Tenant's use of the Premises complies with all laws, ordinances, rules and regulations of governmental authorities now or hereafter in effect.
3. **Rent Payments.** During the first year, Tenant agrees to pay to Landlord a yearly sum equal to One Hundred Dollars and 00/100 (\$100.00) (the "**Fixed Rental**"). Fixed Rental for any fractional month during the Term shall be prorated based on the current Fixed Rental for each day of the partial year this Lease is in effect. For the avoidance of doubt, Tenant has no monetary obligations to Landlord under this Lease unless expressly provided otherwise in this Lease. Landlord hereby acknowledges receipt of Fixed Rental payments for the first twelve (12) months of the Term. Tenant may send Fixed Rental payments to the following address: 349 Ashland, River Forest, IL.
4. **Security Deposit.** *No Security Deposit*
5. **Maintenance, Repair, and Replacement.** *INTENTIONALLY LEFT BLANK*
6. **Alterations.** *INTENTIONALLY LEFT BLANK*
7. **Signs.** *INTENTIONALLY LEFT BLANK*
8. **Utilities, Telephone, and Generator.** *INTENTIONALLY LEFT BLANK*
9. **Insurance.**
 - a. Tenant shall procure and maintain throughout the Term, at its sole cost and expense, a policy of commercial general liability insurance on ISO form CG 00 01 or its equivalent, including, without limitation, coverage for premises and operations, products and completed operations, contractual liability, and personal injury, insuring Tenant against all claims, demands or actions caused, in whole or in part, by the acts or omissions of Tenant within the Premises. The limits of such policy or policies shall be in an amount equal to \$1,000,000 per occurrence and in the aggregate. Such policy shall be written by insurance companies eligible to do

business in the state of the Premises. Landlord shall be included as an additional insured under the general liability policy. At Landlord's election, Tenant shall also include Landlord's mortgagee as an additional insured under the commercial general liability policies of insurance, as its interest may appear. Certificates of insurance shall promptly be delivered to Landlord upon Landlord's written request.

10. **Real Estate Taxes.** THIS PARAGRAPH HAS BEEN INTENTIONALLY OMITTED.
11. **WAIVER OF SUBROGATION. RELEASE FROM OWN NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT):**

INTENTIONALLY LEFT BLANK

12. **Assignment & Subletting.** Tenant shall not assign or in any manner transfer this Lease or any estate or interest hereunder and shall not sublease the Premises or any part thereof without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed.
13. **Events of Default & Remedies.** Each of the following occurrences shall constitute an "Event of Default": (a) Tenant's failure to pay Fixed Rental, or any other sums due from Tenant to Landlord under this Lease (provided, however, no such Event of Default shall occur under this subparagraph (a) unless Tenant fails to pay any such sum within five (5) Business Days after receipt of a written notice of default from Landlord); (b) Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease, which failure is not cured within thirty (30) days of written notice from Landlord (provided, however, if Tenant commences such cure within such 30-day period and diligently pursues such cure, Tenant may have such additional time as may be reasonably necessary to effect such cure). Any Event of Default shall be considered a breach of this Lease by Tenant. In addition to any and all other rights or remedies Landlord may have in connection with this Lease, as provided by law or equity, Landlord shall have the following rights and remedies upon the occurrence of any Event of Default: To commence eviction proceedings against Tenant and/or bring suit for the collection of Fixed Rental, late fees or any other charges due Landlord from Tenant under this Lease (including, without limitation, reasonable paralegal and attorneys' fees incurred in connection with any eviction proceeding or legal action filed by Landlord against Tenant). Upon any re-letting of the Premises by Landlord, all rent received by Landlord shall be applied first to the payment of any indebtedness other than rent or other charges due under this Lease from Tenant; second to the payment of any reasonable and related costs and expenses of such re-letting (including brokerage fees and attorney's fees and costs of alterations and repairs); and third to the payment of all Fixed Rental and other charges due and unpaid under this Lease. In no event shall the Tenant be entitled to receive any surplus of any sums received by Landlord on re-letting the Premises, in excess of the rent and other charges payable under this Lease. Tenant may not be locked out without a court order. In no event shall Tenant be liable for consequential, punitive, exemplary or other damages (other than actual damages only) in connection with this Lease. Landlord shall use commercially reasonable efforts to mitigate damages.

14. **Landlord's Default.** If Landlord defaults under this Lease, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days in which to cure any such default. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof; provided, however, in the event of a bona fide emergency to person or property, Tenant may cure such default and receive reimbursement for Tenant's reasonable third-party costs in affecting such cure within thirty (30) days after invoice. All obligations of Landlord hereunder will be construed as covenants, not conditions. In no event shall Landlord be liable for consequential, punitive, exemplary or other damages (other than actual damages only) in connection with this Lease. Tenant shall use commercially reasonable efforts to mitigate damages.
15. **Mechanics' Liens.** Tenant shall fully and promptly pay all sums necessary for the costs or repairs, alterations, improvements, charges or other work done by Tenant on the Premises. Tenant shall indemnify and hold Landlord harmless from and against any and all such costs and liabilities incurred by Tenant, and against any and all mechanics', materialmen's, or laborers' liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises. This obligation shall survive the termination of this Lease. Tenant has the right to install a new awning, paint the premises and other improvements approved by the Landlord.
16. **Holding Over.** If Tenant fails to vacate the Premises at the Termination Date, then Tenant shall be a tenant at will and Tenant shall pay as a daily Fixed Rental an amount equal to 1.2 times the daily Fixed Rental payable during the last month of the Term. In no event shall Tenant be liable for damages in connection with any holdover unless such holdover continues for a period of more than ninety (90) days.
17. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and deemed to be delivered, whether actually received or not, (a) if hand delivered or post marked by the U.S. Postal Service, postage prepaid, registered or certified mail, return receipt requested, upon deposit with the carrier, or (b) if sent by courier or express mail where evidence of delivery is retained, upon deposit. Any notice executed and delivered by either party's legal counsel (or any other authorized agent of such party) shall be fully effective as if the same had been executed and delivered by such party. Landlord and Tenant may execute this Lease by facsimile counterparts, each of which shall be deemed an original for all purposes.

18. **Indemnification.** *INTENTIONALLY LEFT BLANK*

19. **Casualty.** *INTENTIONALLY LEFT BLANK*

20. **Condemnation.** *INTENTIONALLY LEFT BLANK*

21. **Miscellaneous.**

- a. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant, it being understood and agreed that neither the method of computation of Fixed Rental, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.
- b. Within thirty (30) days after the request of the other, at any time and from time to time, both Landlord and Tenant agree to execute, acknowledge and deliver an estoppel certificate certifying that (i) this Lease is in full force and effect, (ii) the date through which Fixed Rental has been paid and (iii) to such party's knowledge, that no default by Landlord or Tenant, as appropriate, has occurred hereunder or specifying the nature of any such default.
- c. The laws of the State of Illinois shall govern the interpretation, validity, performance and enforcement of this Lease (without reference to choice of law principles).
- d. Each provision of this Lease shall be construed in such manner as to give such provision the fullest legal force and effect possible. To the extent any provision herein (or part of such provision) is held to be unenforceable or invalid when applied to a particular set of facts, or otherwise, the unenforceability or invalidity of such provision (or part thereof) shall not affect the enforceability or validity of the remaining provisions hereof (or of the remaining parts of such provision), which shall remain in full force and effect, nor shall such unenforceability or invalidity render such provision (or part thereof) would be held legally enforceable and/or valid.
- e. Notwithstanding anything to the contrary, in no event shall Tenant be liable for consequential, punitive, exemplary or other damages (above and beyond actual damages only) in connection with this Lease.
- f. In the event of litigation hereunder, the prevailing party shall be entitled to an award of its reasonable attorney's fees. This obligation shall survive the expiration or termination of this Lease.

22. **Delivery of the Premises:** Tenant acknowledges and agrees the Premises are delivered by Landlord and accepted by Tenant in its present "**AS IS, WHERE IS, WITH ALL**

FAULTS” condition as of the Commencement Date. **Tenant acknowledges that it has been provided access and ample opportunity to inspect the Premises and its existing condition, improvements and systems and, except as expressly provided otherwise in this Lease, is not relying upon any warranty or representation of Landlord or its agents regarding the condition, adequacy or suitability of the same for Tenant’s intended purpose, LANDLORD HEREBY EXPRESSLY DISCLAIMING ANY SUCH WARRANTY.**

23. **No Contractual or Statutory Lien.** Landlord hereby waives any contractual or statutory lien on the goods, wares, or equipment of Tenant located at the Premises.
24. **Attornment.** Tenant shall, in the event any proceedings are brought for the foreclosure of any mortgagee made by Landlord covering any part of the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.
25. **Priority of Lease.** Upon written request of Landlord or the holder or of a proposed holder of any mortgage now or hereafter covering or to cover any part of the Premises, Tenant will subordinate its rights under this Lease to the lien of such mortgage and to all advances made or to be made upon the security thereof, and Tenant shall, within ten (10) business days after written demand therefor, execute, acknowledge, and deliver an instrument, in the form customarily used by such encumbrance holder, and reasonably satisfactory to Tenant, effecting such subordination; provided, however, as a condition to such subordination, Landlord shall cause such lienholder to sign a subordination and non-disturbance agreement in a form reasonably acceptable to Tenant.

EXECUTED on the dates set forth below to be effective as of the date first above written.

TENANT:

400 ASHLAND, LLC

By: 

Name: Viktor Jakovljevic

LANDLORD:

Schoolhouse & River Forest Kitchen

By: _____

Name: Cheryl Knecht Munoz