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KAREN A. YARBROUGH

COOK COUNTY CLERK

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**Village of Worth  
Cook County, Illinois**

Ordinance No. 2023-15

“AN ORDINANCE GRANTING A VARIANCE TO VILLAGE OF WORTH MUNICIPAL CODE SECTION 5-9-6(K)(3) TO REDUCE THE REQUIRED NUMBER OF VEHICLE PARKING SPACES FOR AN INSURANCE AGENCY OFFICE LOCATED AT 6608 W. 111<sup>TH</sup> STREET, WORTH, ILLINOIS”

ADOPTED BY THE

PRESIDENT AND BOARD OF TRUSTEES OF THE

VILLAGE OF WORTH

THIS 16 DAY OF MAY, 2023

**This document prepared by and mail to:**

Greg Jones  
Ancel Glink, P.C.  
140 S. Dearborn, Suite 600  
Chicago, Illinois 60603  
[gjones@ancelglink.com](mailto:gjones@ancelglink.com)  
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VILLAGE OF WORTH  
COOK COUNTY, ILLINOIS

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PASSED AND APPROVED BY THE  
PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF WORTH

THIS 16 DAY OF MAY, 2023

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Published in pamphlet form by authority of the Village Board of the Village of Worth, Cook  
County, Illinois, this 16 day of May, 2023.

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## VILLAGE OF WORTH COOK COUNTY, ILLINOIS

### ORDINANCE NO. 2023-15

#### AN ORDINANCE GRANTING A VARIANCE TO VILLAGE OF WORTH MUNICIPAL CODE SECTION 5-9-6(K)(3) TO REDUCE THE REQUIRED NUMBER OF VEHICLE PARKING SPACES FOR AN INSURANCE AGENCY OFFICE LOCATED AT 6608 W. 111TH STREET, WORTH, ILLINOIS

**WHEREAS**, 111 Worth Plaza, LLC, an Illinois limited liability company with offices located at 14845 S. Woodcrest Avenue, Homer Glen, Illinois (“Owner”), owns the property commonly known as 6608 W. 111th Street, Worth, Illinois, legally described on Exhibit A (“Subject Property”); and

**WHEREAS**, the Subject Property is a vacant tenant space in a multitenant structure; and

**WHEREAS**, Carlos Semenate and the Owner (collectively, the “Applicant”) petitioned the Village of Worth (“Village”) for approval of a variance to Section 5-9-6 of the Worth Municipal Code to reduce the required number of vehicle parking spaces for an insurance agency the Applicant proposes to establish on the Subject Property; and

**WHEREAS**, Worth Municipal Code Section 5-9-6(K)(3) requires insurance agency offices to provide 1 parking space for each 400 gross square feet of floor area; and

**WHEREAS**, the Applicant proposes to occupy a tenant space containing 1,600 square feet of gross floor area with an insurance agency office, which requires the provision of 4 off-street parking spaces; and

**WHEREAS**, the parking lot serving the Subject Property contains 219 parking spaces, all of which are required to serve tenants currently occupying other tenant spaces in the multitenant structure; and

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**WHEREAS**, after publishing notice in the Daily Southtown on April 2, 2023, the Village of Worth Real Estate Development Board (“REDB”) conducted a public hearing on May 1, 2023 to consider the Applicant’s variance request; and

**WHEREAS**, the REDB recommended the Village Board of Trustees approve the Applicant’s variance request by a vote of 7 – 0; and

**WHEREAS**, Worth Municipal Code Section 5-2-8(D) authorizes the Village Board to approve variances to the Worth Municipal Code; and

**WHEREAS**, the Village Board finds that it is in the best interests of the Village to approve the requested variance;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Worth, Cook County, Illinois, as follows:

**Section 1. RECITALS.** The foregoing recitals and all exhibits attached to this Ordinance are incorporated as though fully set forth herein.

**Section 2. FINDINGS OF FACT.** The REDB’s findings from the May 1, 2023 meeting attached as Exhibit B are approved and adopted

**Section 3. VARIANCES APPROVED.** Subject to the conditions set forth in Section 4, the Village Board approves a variance to Code Section 5-9-6(K)(3) to reduce the required number of parking spaces for an insurance agency office located on the Subject Property from 4 parking spaces to 0 parking spaces.

**Section 4. CONDITIONS.** The approval granted in Ordinance Section 3 shall be and is hereby expressly subject to and contingent upon each of the following terms, conditions, and restrictions, the violation of any of which shall, in the sole discretion of the Village Board, invalidate the approvals granted in this Ordinance.

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A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Subject Property. Except as otherwise specifically approved in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property pursuant to the approvals granted in this Ordinance unless and until all conditions of this Ordinance precedent to such work have been fulfilled, including, without limitation, after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

B. Compliance with Laws. The Code and all other applicable Village ordinances, rules, and regulations shall continue to apply to the Subject Property, and the development and use of the Subject Property must comply with all laws, rules, and regulations of all federal, state, and other governmental bodies and agencies having jurisdiction over the Subject Property.

C. Compliance with Plans. The development, maintenance, and operation of the Subject Property will be in substantial conformance with the plans presented to the Village Board during consideration of this Ordinance.

D. Recording. The Applicant consents to and agrees, upon demand, to pay the full cost of recording a certified copy of this Ordinance with the Cook County Clerk, Recordings Division.

**Section 5. BINDING EFFECT.** This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of and be binding upon the Applicant and any and all of its heirs, successors, and assigns, and upon any and all current and successor legal or beneficial owners of all or any portion of the Subject Property.

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**Section 6. SUPERSEDER.** All ordinances, resolutions, motions, or orders in conflict herewith are repealed to the extent of such conflict.

**Section 7. SEVERABILITY.** Every section and provision of this Ordinance shall be severable, and the invalidity of any portion of this Ordinance shall not affect the validity of any other portion of this Ordinance. If any part of this Ordinance is found to be invalid in any one or more of its several applications, all valid applications shall remain in effect.

**Section 8. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, in accordance with law; provided, however, this Ordinance shall be of no force or effect unless and until the Applicant has executed and filed with the Village their unconditional agreement and consent, in the form attached to this Ordinance as Exhibit C, within 30 days following the passage of this Ordinance. Upon this Ordinance having full force and effect, the Village Clerk shall cause it to be recorded with the Cook County Clerk, Recordings Division.

[Signature page follows]

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Passed by the Village President and Village Trustees this 16 day of May, 2023, on a roll call vote as follows:

AYES: Ryan, Urban, Packwood, & Dziedzic (4)

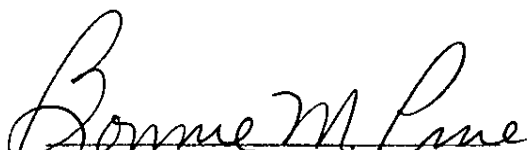
NAYS: (0)

ABSENT: Muersch Jr. and Kats (2)

Approved by the Village President on May 16, 2023.

  
Mary Werner, Village President

ATTEST:

  
Bonnie Price, Village Clerk

Property of Cook County Clerk's Office

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## Exhibit A

### **Legal Description**

THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 18, SAID POINT BEING 143.07 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST  $\frac{1}{4}$  OF SECTION 18 (SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL ROAD AS MONUMENTED AND OCCUPIED BY A STEEL FENCE), THENCE NORTHWESTERLY ALONG SAID MONUMENTED LINE, BEING A STRAIGHT LINE FORMING AN ANGLE OF 17 DEGREES, 56 MINUTES 30 SECONDS FROM NORTH TO NORTHWESTERLY WITH SAID EAST LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 18, A DISTANCE OF 428.57 FEET; THENCE CONTINUING NORTHWESTERLY ALONG SAID MONUMENTED LINE, BEING A CURVED LINE CONCAVE NORTHEASTERLY TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 5854.58 FEET, A DISTANCE OF 802.12 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 18 SAID INTERSECTION BEING 326.17 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 18; AND LYING SOUTH OF A LINE 334 FEET NORTH OF (AS MEASURED ON THE WEST LINE THEREOF) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  (EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING WEST OF A LINE 693 FEET AS MEASURED ON THE SOUTH LINE THEREOF) EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST  $\frac{1}{4}$ , (EXCEPT THE SOUTH 50 FEET TAKEN FOR 111TH STREET) ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: 24-18-409-015-0000

Address: 6608 W. 111th Street, Worth, Illinois, 60482



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## Exhibit B

### **Real Estate Development Board's Findings from May 1, 2023 Meeting**

- A. Reasonable Return: The Subject Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the zoning regulations. The Subject Property's parking lot contains insufficient capacity to accommodate any new tenant. The Zoning Code requires the businesses currently occupying the multitenant structure to provide 243 parking spaces, while the existing parking lot contains only 219 parking spaces. Accordingly, the Village must approve a parking variance before any tenant can occupy the Subject Property. The Subject Property also lacks apparent room to construct additional parking spaces. The cost of retrofitting the Subject Property to comply with the current parking standards would be significant, if such a retrofit is even possible.
- B. Essential Character: Granting the variance will not alter the essential character of the surrounding neighborhood. The Subject Property is located on 111th Street, the Village's primary east-west commercial corridor. The existing parking lot is potentially the largest parking lot in the Village and the lot is rarely completely occupied. The Subject Property is occupied by a variety of different tenants, many of which have different peak hours. The proposed office use is complimentary to the existing retail and service uses located in nearby tenant spaces. Further, the limited size of the proposed office and relatively low volume of walk-in traffic make it unlikely that the insurance agency will generate significant parking demand. No more than 3 employees will work at the office at any time.
- C. Unique Circumstances: The Applicant's plight is attributable to unique circumstances not present elsewhere in the community. The structure located on the Subject Property was not constructed by the Applicant, and the Applicant did not create the parking deficiency. The Applicant is simply attempting to occupy an existing building with an economically viable use. Absent variance approval, the tenant space would likely remain vacant and unproductive. The limited size of the proposed office distinguishes the Applicant's variance request from other such requests.

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## Exhibit C

### **Unconditional Agreement and Consent**

**TO:** The Village of Worth, Illinois (“Village”)

**WHEREAS**, 111 Worth Plaza, LLC, an Illinois limited liability company, and Carlos Semenate, an individual residing in Orland Park, Illinois (collectively, the “Applicant”), have sought approval of a variance to reduce the number of parking spaces required (“Zoning Relief”) to allow an insurance agency office to locate on the property located at 6608 W. 111th Street, Worth, Illinois, legally described on Exhibit 1 (“Property”); and

**WHEREAS**, Ordinance No. 2023 - 15 (“Ordinance”), adopted by Board of Trustees of the Village on May 16, 2023, grant approval of the Zoning Relief, subject to certain conditions; and

**WHEREAS**, the Applicant desires to evidence to the Village its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Ordinance.

**NOW THEREFORE**, the Applicant does hereby agree and covenant as follows:

1. The Applicant hereby unconditionally agrees to accept, consent to and abide by all terms, conditions, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges and agrees that the Village will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the Village’s review and approval of any such plans and issuance of any such permits does not, and will not, in any way, be deemed to insure the Applicant against any damage or injury of any kind and at any time.
3. The Applicant acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the Village first provides the Applicant with 30 days advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees of the Village.
4. The Applicant agrees to and does hereby hold harmless and indemnify the Village, the Village’s elected and appointed officials, officers, employees, contractors, agents, representatives, volunteers, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the Village’s review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction,

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maintenance, and use of the Property, and (d) the performance of the Applicant of its obligations under this Unconditional Agreement and Consent.

5. The Applicant hereby agrees to pay all expenses incurred by the Village in defending itself with regard to any and all claims, demands, investigations, and suits related to, associated with, or arising from the Property, the Zoning Relief, the Ordinance, or this Unconditional Agreement and Consent. These expenses will include all out of pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employee of the Village.
6. The restrictions imposed by this Unconditional Agreement and Consent shall be restrictions running with the land and shall be binding upon and inure to the benefit of the Applicant and its heirs, successors, assigns, agents, licensees, lessees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them to the extent provided in this Unconditional Agreement and Consent. If any of the privileges or rights created by this Unconditional Agreement and Consent would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the President of the United States, Joseph R. Biden Jr., or for any shorter period that may be required to sustain the validity of the affected privilege or right.
7. This Unconditional Agreement and Consent may not be amended, modified, released or annulled except upon the express, prior written approval of the Village of Worth.
8. The parties comprising the Applicant are jointly and severally liable for all obligations and duties imposed upon the Applicant by this Unconditional Agreement and Consent.

[Signature page follows]

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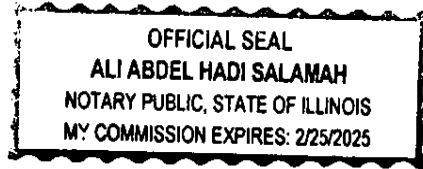
**111 Worth Plaza, LLC,**  
an Illinois limited liability company

By: AREF MUZA  
[name]: AREF MUZA  
[title]: owner

SUBSCRIBED and SWORN to  
Before me this 22 day of  
May, 2023

Aliyiy  
Notary Public

<seal>



**Carlos Semenate**  
Carlos Semenate

SUBSCRIBED and SWORN to  
Before me this 22 day of  
May, 2023

Aliyiy  
Notary Public

<seal>



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## Exhibit 1

### **Legal Description**

THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 18, SAID POINT BEING 143.07 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST  $\frac{1}{4}$  OF SECTION 18 (SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL ROAD AS MONUMENTED AND OCCUPIED BY A STEEL FENCE), THENCE NORTHWESTERLY ALONG SAID MONUMENTED LINE, BEING A STRAIGHT LINE FORMING AN ANGLE OF 17 DEGREES, 56 MINUTES 30 SECONDS FROM NORTH TO NORTHWESTERLY WITH SAID EAST LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 18, A DISTANCE OF 428.57 FEET; THENCE CONTINUING NORTHWESTERLY ALONG SAID MONUMENTED LINE, BEING A CURVED LINE CONCAVE NORTHEASTERLY TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 5854.58 FEET, A DISTANCE OF 802.12 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 18, SAID INTERSECTION BEING 326.17 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 18; AND LYING SOUTH OF A LINE 334 FEET NORTH OF (AS MEASURED ON THE WEST LINE THEREOF) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  (EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING WEST OF A LINE 693 FEET AS MEASURED ON THE SOUTH LINE THEREOF) EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST  $\frac{1}{4}$ , (EXCEPT THE SOUTH 50 FEET TAKEN FOR 111TH STREET) ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: 24-18-409-015-0000

Address: 6608 W. 111th Street, Worth, Illinois, 60482

4852-4648-9465, v. 1