



AGENDA

Planning & Development Committee

Monday, June 14, 2021

Lorraine H. Morton Civic Center, James C. Lytle City Council Chambers, Room 2800
5:00 PM

Those wishing to make public comments at the Administrative & Public Works Committee, Planning & Development Committee or City Council meetings may submit written comments in advance or sign up to provide public comment by phone or video during the meeting by completing the City Clerk's Office's online form at www.cityofevanston.org/government/city-clerk/public-comment-sign-up or by calling/texting 847-448-4311.

Community members may watch the City Council meeting online at www.cityofevanston.org/channel16 or on Cable Channel 16.

Page

(I) CALL TO ORDER/DECLARATION OF A QUORUM

Q1. Suspension of the Rules Allowing for Remote Participation

Due to an executive order issued by Governor J.B. Pritzker, staff recommends a suspension of the rules regarding in-person attendance requirements for public meetings, allowing for City Council members and City staff to participate in this meeting remotely.

For Action

(II) APPROVAL OF MINUTES

M1. Approval of the Minutes of the Regular Planning & Development Committee meeting of May 10, 2021 5 - 8

Staff recommends approval of the Minutes of the Regular Planning & Development Committee meeting of May 10, 2021.

For Action

[Planning & Development Committee - May 10 2021 - Minutes - Pdf](#)

(III) PUBLIC COMMENT

(IV) ITEMS FOR CONSIDERATION

- P1. **Ordinance 63-O-21, Granting a Special Use Permit for a Wholesale Goods Establishment Located at 1731 Howard Street in the C1 Commercial District ("Montelimar Bread Company")** 9 - 17

The Zoning Board of Appeals (ZBA), and staff recommend the City Council adoption of Ordinance 63-O-21, granting a Special Use for a Wholesale Goods Establishment, Montelimar Bread Company, in the C1 Commercial District, with conditions. The applicant has complied with all zoning requirements and meets the Standards for Special Use for this district.

For Introduction

[Ordinance 63-O-21, Granting a Special Use Permit for a Wholesale Goods Establishment Located at 1731 Howard Street in the C1 Commercial District \("Mon - Pdf](#)

- P2. **Ordinance 62-O-21 Granting a Special Use Permit for a Tattoo and Body Art Establishment Located at 1577 Maple Avenue in the D3 Downtown Core Development District** 18 - 25

The Zoning Board of Appeals and staff recommend the adoption of Ordinance 62-O-21 granting a Special Use for a Tattoo & Body Art Establishment for a microblading and permanent cosmetics business at 1577 Maple Avenue in the D3 Downtown Core Development District. The applicant has complied with all zoning requirements and meets all of the Standards for Special Use for this district.

For Introduction

[Ordinance 62-O-21 Granting a Special Use Permit for a Tattoo and Body Art Establishment Located at 1577 Maple Avenue in the D3 Downtown Core Development Di - Pdf](#)

- P3. **Ordinance 35-O-21 granting a Special Use for an Office Use, Richard Shapiro Attorney at Law, at 1327 Chicago Ave. and 528 Greenwood St. in the R5 General Residential District.** 26 - 56

The Zoning Board of Appeals recommends City Council adoption of Ordinance 35-O-21, granting a Special Use for an Office Use, Richard Shapiro Attorney at Law, at 1327 Chicago Ave. and 528 Greenwood St.

in the R5 General Residential District. Planning & Zoning staff recommends denial of Ordinance 35-O-21 due to the residential nature of the properties. Specifically, staff feels that up to 15 employees each at 1327 Chicago Ave. and 528 Greenwood St., in a residential zoning district surrounded on three sides by residential zoning and uses, is not keeping with the purposes and policies of the adopted Comprehensive General Plan, causes a negative cumulative effect, potentially creates a precedent for commercial uses in residential neighborhoods, and diminishes the value of property in the residential neighborhood. Staff appreciates the modifications to the proposal the applicant has made throughout the ongoing special use process that reduces the requested occupancy, and therefore impact, at each structure from 22 employees to 15, and adds an off-site ADA-compliant office location for additional staff at 990 Grove St. in lieu of on-site ADA alterations. However, the request not to alter either structure at 1327 Chicago Ave. or 528 Greenwood St. for ADA improvements further exemplifies the inappropriateness of the special use request for a commercial use in residential structures in a residential neighborhood. Planning & Zoning staff reaffirms a recommendation for denial.

For Introduction

[Ordinance 35-O-21 granting a Special Use for an Office Use, Richard Shapiro Attorney at Law, at 1327 Chicago Ave. and 528 Greenwood St. in the R5 Gene - Pdf](#)

(V) ITEMS FOR DISCUSSION

D1. Discussion of Use of City-Retained Traffic Consultant for Planned Development Review 57 - 58

Staff seeks feedback from the Planning & Development Committee to consider the use of a City-retained multimodal traffic consultant for planned development reviews requiring a traffic analysis. Currently, the City's requirement for a traffic study for planned developments is fulfilled by the developer-retained consultant.

For Discussion

[Discussion of Use of City-Retained Traffic Consultant for Planned Development Review - Attachment - Pdf](#)

D2. Greenleaf Shared Street Pilot Program 59 - 60

Staff seeks feedback and direction from the Planning & Development Committee on a shared street pilot program on Greenleaf Street to test the use of public streets as places for people of all ages to walk, bike, and run and to expand green transportation modes for commuting and recreation in response to the increasing use and demand for these mobility options resulting from a response to COVID-19 and its recovery. Funding will be provided through the Neighborhood Traffic Calming

(Account 415.40.4120.65515 - 621029). Costs include \$21,000 for 54 barricades, 2 lights per barricade, and 1 pallet of sandbags, which the City could utilize for this project and already needs to purchase for special events and other street closure activities, and \$700 for shared street signs, which also may be utilized for other shared street events.

For Discussion

[Greenleaf Shared Street Pilot - Attachment - Pdf](#)

(VI) ITEMS FOR COMMUNICATION

(VII) ADJOURNMENT



Planning & Development Committee

Monday, May 10, 2021 @ 3:30 PM

Lorraine H. Morton Civic Center, Virtual

**COMMITTEE MEMBER
PRESENT:**

Ann Rainey, 8th Ward Alderman, Donald Wilson, 4th Ward Alderman, Eleanor Revelle, 7th Ward Alderman, Judy Fiske, 1st Ward Alderman, Robin Rue Simmons, 5th Ward Alderman, Thomas Suffredin, 6th Ward Alderman, and Melissa Wynne, 3rd Ward Alderman

**COMMITTEE MEMBER
ABSENT:**

STAFF PRESENT:

Johanna Nyden, Director of Community Development, David Stoneback, Public Works Agency Director, Erika Storlie, City Manager, and Alexandra Ruggie, Assistant City Attorney

(I) CALL TO ORDER/DECLARATION OF A QUORUM

A quorum being present Councilmember Fiske called the meeting to order at 3:37 p.m.
Suspension of the Rules Allowing for Remote Participation.

P1. Suspension of the Rules Allowing for Remote Participation

Due to an executive order issued by Governor J.B. Pritzker, and the ongoing COVID-19 pandemic, staff recommends a suspension of the rules regarding in-person attendance requirements for public meetings, allowing for City Council members and City staff to participate in this meeting remotely.

For ActionMoved by Councilmember Donald Wilson
Seconded by Councilmember Eleanor Revelle

Ayes: Ann Rainey, Judy Fiske, Eleanor Revelle, Thomas Suffredin, Melissa Wynne
Carried 7-0 on a recorded vote

(II) APPROVAL OF MINUTES

PM1. Approval of the Minutes of the Regular Planning & Development Committee meeting of April 26, 2021

Staff recommends approval of the Minutes of the Regular Planning & Development Committee meeting of April 26, 2021.

For Action

Moved by 3rd Ward Alderman Melissa Wynne
Seconded by 8th Ward Alderman Ann Rainey

Ayes: 8th Ward Alderman Ann Rainey, 3rd Ward Alderman Melissa Wynne, 4th Ward Alderman Donald Wilson, 7th Ward Alderman Eleanor Revelle, 1st Ward Alderman Judy Fiske, 5th Ward Alderman Robin Rue Simmons, and 6th Ward Alderman Thomas Suffredin

Carried 7-0 on a recorded vote

(III) PUBLIC COMMENT

Mike Vasilko stated that the new council members should have been sworn in and it is an illegitimate last action. The council members that are staying should walkout in protest.

Andrew Berman also provided public comment.

(IV) ITEMS FOR CONSIDERATION

P1. Ordinance 53-O-21, Amending Portions of the City Code to Extend the Expiration Date of Permitted Uses Within the U2 Zoning District

Staff recommends City Council adoption of Ordinance 53-O-21, amending the City Code to extend the expiration date of permitted uses within the U2 zoning district from December 31, 2021 to December 31, 2022.

For Introduction

Councilmember Revelle stated that she has shared before that the proposed amendment is not a good idea. A one-year pilot seems like a good idea but Northwestern could use the precedent for additional and bigger events in the future. She urged the committee to vote no.

Moved by 4th Ward Alderman Donald Wilson
Seconded by 8th Ward Alderman Ann Rainey

Ayes: 8th Ward Alderman Ann Rainey, 4th Ward Alderman Donald Wilson, 1st Ward Alderman Judy Fiske, and 5th Ward Alderman Robin Rue Simmons

Nays: 7th Ward Alderman Eleanor Revelle, 6th Ward Alderman Thomas Suffredin, and 3rd Ward Alderman Melissa Wynne

Carried 4-3 on a recorded vote

P2. Ordinance 54-O-21, Amending Title 7, Chapter 8, Section 8 Tree Preservation

Staff recommends that City Council consider Ordinance 54-O-21 amending the Tree Preservation Ordinance (7-8-8) to expand protection of trees on private property. There is currently no capacity to implement and administer the revised Tree Preservation Ordinance due to lack of staff resources in the Public Works Agency (PWA) and Community

Development Department. Staff recommends inclusion of an effective date in 2022 that is also contingent on the addition of new staff resources for the 2022 budget to PWA that will support the implementation of this ordinance.

For Introduction

Councilmember Fiske asked Johanna Nyden, Community Development Director, what staff requirements are necessary and why it would require a full-time staff member to oversee this. Ms. Nyden stated that a tree survey would be needed for a project of a certain size and that process itself would require another staff member.

Councilmember Fiske then asked why it couldn't be simplified that when a property owner submits their plans they include the placement and caliber of trees on their property that they could measure themselves.

Ms. Nyden responded that it is never quite that simple when looking at the measurements and tree species. Staff already get many questions from the basic application that they need to respond to.

Dave Stoneback, Director of the Public Works Agency, indicated that we are concerned with the number of potential permits that could come in and someone would have to administer. It could be over 400 and they would need to respond to residents as to why not a permit is issued. The staff is currently backlogged on tree requests and has already received 360 311 requests this year. The additional work can not be absorbed by our current staff.

Councilmember Fiske asked Erika Storlie, City Manager, what the likelihood that we will have funding in the upcoming budget to hire a staff person.

Ms. Storlie responded that it is not something we are able to determine at this time with the new city council coming on, they would need to determine if this is something they would want or not.

Councilmember Fiske asked to hear from other council members as it is an important part of our climate resiliency plan.

Councilmember Wilson stated that it is important to the community and that they should move it forward for introduction so the subsequent council can take action on it.

Councilmember Rainey agreed with Councilmember Wilson's comments.

Councilmember Wynne is a very strong supporter of trees but believes that we need to apply an equity lens to this to make sure that it isn't just someone that can buy their way out of keeping a tree. When this was drafted, that wasn't applied to it and we need to look at that from that standpoint. She would like to introduce it but then hold it in committee to ask staff to do more work on it in terms of what the right staffing would be and applying the equity lens.

Councilmember Simmons thanked Councilmember Wynne for bringing that point up and stated she agreed that equity should be centered around this discussion with more work by staff. She indicated that another resource that will be available soon is an environmental asset map that is being prepared by Environmental Justice Evanston along with the possible staff.

Councilmember Rainey thinks that as we look at this with an equity lens that there should be a fund to support those cases where a person cannot afford to deal with trees.

Councilmember Revelle agreed with a lot of what has been said and asked where the best place for this to be held, in the Planning and Development Committee to get these details worked out.

Alexandria Ruggie, City Attorney, stated it would be best to hold it in committee and perhaps to a date certain so staff can come back with further recommendations.

Councilmember Wynne requested that the date certain be six months from now.

Councilmember Revelle stated she thought that was too long and that September would be a better timeline.

Councilmember Fiske said that this is not just a staff hiring issue and it underscores the importance. It should be moved along to send a message to the community that this is important to protect these trees. She also stated that she is concerned about section 6 where it includes the \$100 permit fee and any consultant review fees incurred by the City. That statement is so vague and would be troubling to anyone. The permit fee should be the end of it. She acknowledged Natural Habitat Evanston created a fund to inoculate all of the elms last season.

Councilmember Wynne moved that this item be held in committee until September 27 and staff come back in the second meeting in July with a progress report.

Councilmember Simmons seconded that motion.

Moved by 8th Ward Alderman Ann Rainey
Seconded by 5th Ward Alderman Robin Rue Simmons

Ayes: 8th Ward Alderman Ann Rainey, 5th Ward Alderman Robin Rue Simmons,
4th Ward Alderman Donald Wilson, 7th Ward Alderman Eleanor Revelle, 6th
Ward Alderman Thomas Suffredin, and 3rd Ward Alderman Melissa Wynne
Nays: 1st Ward Alderman Judy Fiske

Carried 6-1 on a recorded vote

(V) ITEMS FOR DISCUSSION

(VI) ITEMS FOR COMMUNICATION

(VII) ADJOURNMENT

Councilmember Fiske moved adjournment of the meeting, seconded by Alderman Revelle. The meeting was adjourned at 4:05 p.m.



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of the Planning and Development Committee
From: Melissa Klotz, Zoning Administrator
CC: Johanna Nyden, Community Development Director
Subject: Ordinance 63-O-21, Granting a Special Use Permit for a Wholesale Goods Establishment Located at 1731 Howard Street in the C1 Commercial District ("Montelimar Bread Company")
Date: June 14, 2021

Recommended Action:

The Zoning Board of Appeals (ZBA), and staff recommend the City Council adoption of Ordinance 63-O-21, granting a Special Use for a Wholesale Goods Establishment, Montelimar Bread Company, in the C1 Commercial District, with conditions. The applicant has complied with all zoning requirements and meets the Standards for Special Use for this district.

Council Action:

For Introduction

Summary:

The applicant, Huda Shahin, operator, requests a special use permit for a wholesale bakery, Montelimar Bread Co. Bread and other pastries will be made and delivered daily by staff to wholesale customers, primarily restaurants and hotels, beginning at approximately 4 a.m. Deliveries occurring prior to 7 a.m. will take place in front of the building to mitigate any potential noise concerns to the adjacent residential properties. All other deliveries and shipments will occur in the alley behind the building, where there is a separate entrance for loading and unloading. Deliveries for supplies are received 2-3 times a week between the hours of 10 a.m. and 2 p.m.

A retail counter selling pastries and muffins will be located at the front of the store and open to the public between the hours of 10 a.m. and 3 p.m., Wednesday through Sunday. Montelimar Bread Co. operates with a staff of eight employees, which includes four bakers, one employee working the retail counter, a driver, and two employees in the afternoon to pack deliveries and clean. Employees will utilize parking in the back of the building. On-street parking is available for walk-in customers.

The proposed special use permit has the potential to support a locally-owned business and promote business growth in one of Evanston's commercial corridors.

Legislative History:

Zoning Board of Appeals - On May 18, 2021, the ZBA recommended approval of the special use with the following conditions for the applicant and City staff to address:

1. Retail hours shall not be less than 10 a.m. to 3 p.m. daily.
2. Rear deliveries shall not occur through the rear between the hours of 10 p.m. and 7 a.m.
3. The applicant shall develop and use the Subject Property in substantial compliance with the documents and testimony on record.

[May 18, 2021 ZBA Packet](#)

Attachments:

[63-O-21 Special Use Wholesale Goods Establishment at 1731 Howard St \(Montelimar Bread\)](#)

[Excerpt Draft ZBA Meeting Minutes May 18, 2021](#)

63-O-21

AN ORDINANCE

**Granting a Special Use Permit for a Wholesale Goods Establishment
at 1731 Howard Street in the C1 Commercial District
("Montelimar Bread Company")**

WHEREAS, the Zoning Board of Appeals ("ZBA") met on May 18, 2021, pursuant to proper notice, to consider case no. 21ZMJV-0037, an application filed by Huda Shahin (the "Applicant"), lessee of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 1731 Howard Street (the "Subject Property") and located in the C1 Commercial District, for a Special Use Permit to establish, pursuant to Subsection 6-10-2-3 of the Evanston City Code, 2012, as amended ("the Zoning Ordinance"), a Wholesale Goods Establishment, on the Subject Property; and

WHEREAS, the ZBA, after hearing testimony and receiving other evidence, made a written record and written findings that the application for a Special Use Permit for a Wholesale Goods Establishment met the standards for Special Uses in Section 6-3-5 of the Zoning Ordinance and recommended City Council approval thereof; and

WHEREAS, at its meeting of June 14, 2021, the Planning and Development Committee of the City Council ("P&D Committee") considered the ZBA's record and findings and recommended the City Council accept the ZBA's recommendation and approved the application in case no. 21ZMJV-0037; and

WHEREAS, at its meeting of June 28, 2021, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee, as amended,

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

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby approves the Special Use Permit for a Wholesale Goods Establishment on the Subject Property as applied for in case no. 21ZMJV-0037.

SECTION 3: Pursuant to Subsection 6-3-5 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicant's Special Use Permit, violation of any of which shall constitute grounds for penalties or revocation of said Permit pursuant to Subsections 6-3-5 of the Zoning Ordinance:

- A. Retail hours shall not be less than 10 a.m. to 3 p.m. daily.
- B. Rear deliveries shall not occur through the rear between the hours of 10 p.m. and 7 a.m.
- C. The Applicant shall develop and use the Subject Property in substantial compliance with: all applicable legislation; the Applicant's testimony and representations to the ZBA, the P&D Committee, and the City Council; and the approved plans and documents on file in this case.
- D. Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.

SECTION 4: When necessary to effectuate the terms, conditions, and purposes of this ordinance, "Applicant" shall be read as "Applicant's agents, assigns, and successors in interest."

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 8: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _____, 2021
Adopted: _____, 2021

Approved:
_____, 2021

Daniel Biss, Mayor

Attest:

Stephanie Mendoza, City Clerk

Approved as to form:

Nicholas E. Cummings, Corporation Counsel

EXHIBIT A

LEGAL DESCRIPTION

THE WEST 10 FEET OF LOT 35 AND ALL OF LOTS 36 AND 37 IN TENNES, SUBDIVISION IN THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THE EAST ½ OF THE WEST 11.976 CHAINS OF THE SOUTH 8.35 CHAINS OF THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL, ALSO A STRIP OF LAND LYING NORTH OF THE NORTH LINE OF THE ABOVE DESCRIBED TRACT AND SOUTH OF THE SOUTH LINE OF FIRST ADDITION TO ARTHUR DUNAS HOWARD AVENUE SUBDIVISION AS LAID OUT AND OCCUPIED; ALSO A STRIP OF LAND LYING EAST OF THE EAST LINE OF WEST 11.976 CHAINS AND SOUTH OF THE SOUTH LINE OF FIRST ADDITION TO ARTHUR DUNAS HOWARD AVENUE SUBDIVISION AND WEST OF WEST LINE OF ENGEL'S ADDITION TO EVANSTON AS LAID AND OCCUPIED, IN COOK COUNTY, ILLIONS.

PIN: 10-25-220-127-0000

Commonly Known As: 1731 Howard Street, Evanston, Illinois.

MEETING MINUTES

ZONING BOARD OF APPEALS

Tuesday, May 18, 2021

7:00 PM

Via Virtual Meeting

Members Present: Violetta Cullen, Mary McAuley, Kiril Mirintchev, Max Puchtel, Jill Zordan,

Members Absent: Myrna Arevalo, Lisa Dziekan

Staff Present: Melissa Klotz, Katie Ashbaugh

Presiding Member: Violetta Cullen

1731 Howard Street

ZBA 21MJZV-0037

1731 Howard Street Special Use Permit (SUP) for a wholesale bread company in C1 Commercial District.

Ms. Huda Shahin explained this location was previously built as a bakery and they are continuing to operate as a wholesale bakery with retail in front of the business. The business was able to stay open through COVID and was grandfathered from the previous bakery.

Chair Cullen asked what the business sold and how many employees they will have. Ms. Shahin responded that there were a total of eight employees.

Member McAuley inquired how many retail customers were expected and if they got a decent amount of customers.

Ms. Shahin said people typically come in between 10 a.m. and 2 p.m. and not early in the morning. There are usually about 40 customers.

Member McAuley noted that although the principal business is wholesale it is good to know there is still a retail component.

Member Zordan asked the applicant to expand on their wholesale operations, including the number of deliveries. Ms. Shahin responded they had two vans, but only one driver.

Member Zordan asked whether property can be accessed from Howard Street during restricted loading hours. Ms. Shahin confirmed access, but noted it will be easier to transfer baked goods through the rear doors where there are two doors. She mentioned they have not had any complaints. Member Zordan asked the applicant if she accepted loading vans from the front of the property during the restricted hours as a condition for the Special Use Permit.

Chair Cullen wanted to know whether the business was already operating. Ms. Shahin replied that they were but have stopped now.

Chair Cullen explained that they were going to ask that the hours for loading in the back were restricted, and asked whether the applicant was okay with that request. Ms. Shahin replied that was okay.

Member Puchtel asked whether the Special Use Permit was required because the business is primarily wholesale now and located in a commercial district. Ms. Klotz stated that Member Puchtel is correct, wholesale is considered a light industrial use. Staff worked with the applicant to add the retail component

Member Puchtel commented that he lives in this area and is concerned that this is not the right location in an area that's supposed to be more retail oriented.

Member Zordan asked whether there was any walk in retail. Ms. Shahin replied there was not.

Member Zordan asked if the estimated number of walk-in retail customers was based on their previous location and that the site plan shows a larger retail component but in the DAPR minutes it was mentioned that there would be a pass through window. Ms. Shahin clarified there was a window of time for the retail component, not a literal window.

Member Zordan asked if the floor plan provided accurately depicted the retail use. Ms. Shahin confirmed that it did.

Chair Cullen asked the applicant about the retail and wholesale volume expected for this business. Ms. Shahin replied they start at 6 am and close at 6 pm for wholesale, there is not a lot of retail traffic.

Chair Cullen inquired about parking. Ms. Shahin replied there was street parking available for customers and parking on the property available for the employees and delivery van.

Chair Cullen proceeded to read the SUP standards into the record.

1. Yes
2. No
3. No
4. Yes

5. Yes
6. Yes
7. Yes
8. Yes
9. Yes

Member McAuley moved to recommend approval of SUP because there will be a small retail component and there is not an inordinate amount of foot traffic on this street. Seconded by Member Zordan, and recommended for approval 4-1 (Member Puchtel nay).



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of the Planning and Development Committee
From: Katie Ashbaugh, Planner
CC: Johanna Nyden, Director of Community Development; Melissa Klotz, Zoning Administrator
Subject: Ordinance 62-O-21 Granting a Special Use Permit for a Tattoo and Body Art Establishment Located at 1577 Maple Avenue in the D3 Downtown Core Development District
Date: June 14, 2021

Recommended Action:

The Zoning Board of Appeals and staff recommend the adoption of Ordinance 62-O-21 granting a Special Use for a Tattoo & Body Art Establishment for a microblading and permanent cosmetics business at 1577 Maple Avenue in the D3 Downtown Core Development District. The applicant has complied with all zoning requirements and meets all of the Standards for Special Use for this district.

Council Action:

For Introduction

Summary:

The applicant, Destiny Rucker, requests a Special Use for a Tattoo & Body Art Establishment for a microblading and permanent cosmetics business, Oliviganic Microblading, to be located at 1577 Maple Avenue.

Services provided: microblading, ombre eyebrows, and lip blush (permanent makeup)
Business hours: daily 10 am to 8 pm with no late hours available
Appointment types: 30-minute consultations, 2-hour touch-up sessions, and 3-hour initial application sessions
Number of employees: 1, the applicant
Clients/day, anticipated: 2

Additional comments: A special use permit is required for this business because the personal service provided, permanent makeup, is not accessory to an existing retail service establishment, such as a hair or nail salon. Therefore, it is considered a tattoo and body art establishment by definition. The applicant, as the person administering the microblading service, will be required to provide all pertinent state licenses to the Evanston Health Department before operating. The business will be required to comply with all state regulations, as delegated to and enforced by the Evanston Health & Human Services Department.

No additional zoning relief is required and no exterior changes to the existing building or property are proposed.

Legislative History:

May 19, 2021 - The Zoning Board of Appeals unanimously recommended approval of the Special Use with the following conditions:

1. The proposed operating hours be extended to 10 am to 8 pm daily per Section 6-4-12(F) of the Zoning Code.
2. The property owner shall determine an accommodation plan for people with limited mobility to access the primary entrance off of Maple Avenue.
3. Substantial compliance with the documents and testimony on record, specifically including the agreed-upon life-safety improvements.

Attachments

[5/19/2021 ZBA Packet](#)

Attachments:

[1577 Maple ZBA Meeting Minutes Excerpt 05.18.21 \(1\)](#)

[62-O-21 Special Use Permit for Tattoo and Body Art Establishment \(1577 Maple Avenue\) \(1\)](#)



DRAFT NOT APPROVED

MEETING MINUTES EXCERPT
ZONING BOARD OF APPEALS
Tuesday, May 18, 2021
7:00 PM
Via Virtual Meeting

Members Present: Violetta Cullen, Kiril Mirintchev, Max Puchtel, Jill Zordan, Mary McAuley

Members Absent: Lisa Dziekan, Myrna Arevalo

Staff Present: Melissa Klotz, Katie Ashbaugh

Presiding Member: Violetta Cullen

Declaration of Quorum

Chairperson Cullen opened the meeting at 7:00 pm. She read through the meeting order of procedures. Chairperson Cullen asked for the roll call and a quorum was present.

New Business

1577 Maple Ave.

21ZMJV-0038

Destiny Rucker, lessee, submits for a Special Use for a Tattoo & Body Art Establishment for a microblading and permanent cosmetics business in the D3 Downtown Core Development District (Zoning Code Section 6-11-4-3). The Zoning Board of Appeals makes a recommendation to the City Council, the determining body for this case.

Ms. Ashbaugh read the case into the record.

Destiny Rucker, applicant, explained the proposal:

- By appointment only permanent cosmetic tattooing
- Expect 2-3 appointments per day
- Has experience doing this in the past at another location
- Considered tattooing by the state and Evanston
- Already has a client base ready

Member McAuley asked about special circumstances that may present potential health issues, and Ms. Rucker explained she is trained and has forms that clients must sign. Certain medical conditions such as blood clotting may prohibit the procedure. Sometimes a small tattoo test can be done on the back of the neck to check for potential allergic reactions.

Member Puchtel stated it seems as though the State has this type of use misclassified since it is really not a tattoo shop.

Page 1 of 2
Zoning Board of Appeals

Ms. Rucker summarized that she is excited to have the first full permanent cosmetic tattoo establishment in Evanston.

Deliberation:

Standards

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

Member Zordan motioned to recommend approval of the special use request, which was seconded by Member Puchtel and unanimously recommended for approval.

62-O-21

AN ORDINANCE

**Granting a Special Use Permit for a Tattoo and Body Art
Establishment Located at 1577 Maple Avenue in the D3 Downtown
Core Development District
("Oliviganic Microblading")**

WHEREAS, the Zoning Board of Appeals ("ZBA") met on May 18, 2021, pursuant to proper notice, to consider case no. 21ZMJV-0038, an application filed by Destiny Rucker (the "Applicant"), lessee for the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 1577 Maple Avenue (the "Subject Property") and located in the D3 Downtown Core Development District, for a Special Use Permit to establish, pursuant to Subsections 6-11-4-3 of the Evanston City Code, 2012, as amended ("the Zoning Ordinance"), a Tattoo and Body Art Establishment for microblading and permanent cosmetics business on the Subject Property; and

WHEREAS, the ZBA, after hearing testimony and receiving other evidence, made a written record and written findings that the application for a Special Use Permit for a Tattoo and Body Art Establishment met the standards for Special Uses in Section 6-3-5 of the Zoning Ordinance and recommended City Council approval thereof; and

WHEREAS, at its meeting of June 14, 2021, the Planning and Development Committee of the City Council ("P&D Committee") considered the ZBA's record and findings and recommended the City Council accept the ZBA's recommendation and approved the application in case no. 21ZMJV-0038; and

WHEREAS, at its meetings of June 14, 2021 and June 28, 2021, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee, as amended,

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

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby approves the Special Use Permit for a Tattoo and Body Art Establishment on the Subject Property as applied for in case no. 21ZMJV-0038.

SECTION 3: Pursuant to Subsection 6-3-5 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicant's Special Use Permit, violation of any of which shall constitute grounds for penalties or revocation of said Permit pursuant to Subsections 6-3-5 of the Zoning Ordinance:

- A. The Applicant shall develop and use the Subject Property in substantial compliance with: all applicable legislation; the Applicant's testimony and representations to the ZBA, the P&D Committee, and the City Council; and the approved plans and documents on file in this case.
- B. The proposed operating hours shall be extended to 10 a.m. to 8 p.m. daily pursuant to Section 6-4-12(F) of the Code.
- C. The property owner shall determine an accommodation plan for people with limited mobility to access the primary entrance off of Maple Avenue.
- D. Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.

~2~

SECTION 4: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 8: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _____, 2021
Adopted: _____, 2021

Approved:
_____, 2021

Daniel Biss, Mayor

Attest:

Approved as to form:

Stephanie Mendoza, City Clerk

Nicholas E. Cummings, Corporation Counsel

EXHIBIT A

LEGAL DESCRIPTION

The South 58 Feet of the West 41 9/12 Feet of Block 63 in Evanston, in Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS 1577 Maple Avenue

PIN # 11-18-310-002-0000

~4~



Memorandum

To: Honorable Mayor and Members of the City Council
From: Melissa Klotz, Zoning Administrator
CC: Johanna Nyden, Community Development Director
Subject: Ordinance 35-O-21 granting a Special Use for an Office Use, Richard Shapiro Attorney at Law, at 1327 Chicago Ave. and 528 Greenwood St. in the R5 General Residential District.
Date: June 14, 2021

Recommended Action:

The Zoning Board of Appeals recommends City Council adoption of Ordinance 35-O-21, granting a Special Use for an Office Use, Richard Shapiro Attorney at Law, at 1327 Chicago Ave. and 528 Greenwood St. in the R5 General Residential District. Planning & Zoning staff recommends denial of Ordinance 35-O-21 due to the residential nature of the properties. Specifically, staff feels that up to 15 employees each at 1327 Chicago Ave. and 528 Greenwood St., in a residential zoning district surrounded on three sides by residential zoning and uses, is not keeping with the purposes and policies of the adopted Comprehensive General Plan, causes a negative cumulative effect, potentially creates a precedent for commercial uses in residential neighborhoods, and diminishes the value of property in the residential neighborhood.

Staff appreciates the modifications to the proposal the applicant has made throughout the ongoing special use process that reduces the requested occupancy, and therefore impact, at each structure from 22 employees to 15, and adds an off-site ADA-compliant office location for additional staff at 990 Grove St. in lieu of on-site ADA alterations. However, the request not to alter either structure at 1327 Chicago Ave. or 528 Greenwood St. for ADA improvements further exemplifies the inappropriateness of the special use request for a commercial use in residential structures in a residential neighborhood. Planning & Zoning staff reaffirms a recommendation for denial.

Council Action:

For Introduction

Summary:

The applicant proposes to continue operations of attorney offices with a reduced capacity of 15 employees each at 1327 Chicago Ave. and 528 Greenwood St. The properties feature large single-family residences that are located in the R5 General Residential District and are within

the Lakeshore Historic District. Because the properties are adjacent to the B2 Business District that is on the west side of Chicago Ave., the properties are eligible for special uses for Office use.

The applicant initially purchased 1327 Chicago Ave. as his personal residence in 1985. In 1991, he began a tax appeal practice at the property. Over time, the business grew and incorporated additional employees. In 2013, the applicant purchased the adjacent single-family residence at 528 Greenwood St. and expanded the tax appeal practice onto that property. The applicant now lives at a nearby condominium building. City staff became aware of the situation in the fall of 2018 and has been working with the applicant to address building code, accessibility code, and zoning code issues.

The tax appeal practice currently has 48 employees. Not all employees work on-site every day, so there is an average of 22 employees in each single-family residence. Many employees commute by train, there are 3 parking spaces on-site at 1327 Chicago Ave., and the applicant rents 11 spaces from adjacent neighbors and 12 spaces from surrounding City garages/surface lots. As amended, the applicant proposes up to 15 employees on-site at each property.

The applicant agrees to sprinkler the buildings to meet fire code requirements, which includes new upgraded water service. The water service/sprinkler work is estimated at \$220,000. The applicant also agrees to install handrails on interior stairs (estimated at \$3,000 or less) and upgrade electric, plumbing, and mechanical equipment where necessary. No other interior or exterior changes to the buildings are proposed. The applicant has provided photographs of each building's interior and exterior that are within the ZBA Packet links. All parties agree that the third floor of 528 Greenwood St. will not be used by employees. The applicant believes it is appropriate to maintain the residential character of each building.

The City's Building Official requested a change of occupancy evaluation for both residences, including a structural assessment, fire and life safety evaluation, and accessibility evaluation. Following multiple discussions with the applicant and the International Code Council (ICC) for building code interpretations, all parties determined that fire and life safety codes will be met if the buildings are sprinklered. The Building Official's request originally included accessible route requirements including handrails, an accessible entrance, parking and an accessible path to one office and one meeting room. Following interpretation by the ICC, the City's Building Official reduced the request but asked that the applicant consider reasonable ADA upgrades and demonstrate program access/barrier removal as feasible, which included an outdoor lift, handrails, door levers, one ADA restroom, and one ADA conference room. In lieu of ADA improvements, the applicant proposes leasing an ADA-compliant office with ADA parking at 990 Grove St. for the duration of the business.

City staff is aware that the proposed office use has existed for nearly 20 years in violation of the Zoning Ordinance, and that the office use has operated at a capacity of 22 employees at each property for nearly 10 years. Although some nearby property owners were unaware of the business, the additional vehicles and employees have a noticeable impact on the surrounding residential area. For instance, since the applicant rents 11 parking spaces from adjacent property owners as well as 12 parking spaces from nearby City garages/surface lots, those 23 parking spaces are not available for residents of the area, some of whom have been on parking wait-lists for many months. The impact of an office use of this size would be appropriate one block to the south, perhaps on a second floor of a commercial building, within

the Main-Dempster Mile. However, as proposed, 1327 Chicago Ave. and 528 Greenwood St. are surrounded on three sides by residential uses including single-family residences. Although there is a financial institution (Bank of America) directly west across Chicago Ave, the majority of surrounding properties and uses would be negatively impacted by the cumulative effect of 44 employees and their vehicles. Use of the properties and structures for larger-scale office use is not the intent of the Comprehensive General Plan or the Zoning Ordinance. The special use regulation is intended for small-scale office uses that can blend well with the residential character of a neighborhood without causing any nuisance issues or negative effects. It is bad land use policy and a slippery precedent to allow a business of this size and operation to function in a residentially zoned and occupied neighborhood and with minimal to no ADA accessibility for employees or clients.

[ZBA Packet](#) - February 18, 2020

[ZBA Packet](#) - March 16, 2021

Legislative History:

2018 – City staff was made aware of a substantial office use in a residential district at 1327 Chicago Ave. and 528 Greenwood St. via an anonymous complaint. City staff spent the following months inspecting the properties and working with the applicant to establish a plan for fire and life safety improvements.

January 21, 2020 – Special use for an office use noticed for ZBA and then continued without discussion to the following meeting at the applicant's request.

February 18, 2020 – Special use for an office use heard at ZBA. Proposal included an ADA accessibility plan submitted February 11, 2020, that showed how the 1327 Chicago Ave. structure could achieve moderate accessibility. The ADA improvements are not required by code, but are strongly encouraged by the Building Official and City staff if the special use is approved. Case heard with discussion and then continued with testimony open to the March 17, 2020 ZBA hearing.

March 17, 2020 – ZBA hearing canceled due to Covid-19 Pandemic. Given the State of Emergency and lack of legal input at the State level on in-process public hearings, staff and the applicant agreed to resume the special use request at a later date to be determined. The State later provided guidance on virtual public hearings.

March 16, 2021 – Special use request was re-noticed. All previous documents, as well as meeting minutes from the February 18, 2020, ZBA hearing (the only public hearing where the case was previously discussed) were provided to the ZBA. The applicant provided an updated proposal that reduced the occupancy at each property to 15 employees, and committed to leasing an off-site ADA-compliant office with on-site ADA parking in lieu of on-site ADA improvements. The ZBA recommended approval with the following conditions:

1. The applicant shall provide proof that he has contacted the assessor's office and they have applied with an acknowledgment that 1327 Chicago Ave. has been an office since 1998 and 528 Greenwood has been operating as an office since 2013 (completed - documentation attached).

2. The applicant shall show proof that he has a lease at 1990 Grove and that the building is fully ADA compliant and the lease will be verified on a yearly basis (completed - documentation attached).
3. The hours of operation run from 7am-6pm and occupancy of the structures be 15 employees per building.
4. Deliveries may take place from 7am-6pm.
5. The special use be confined and recorded on the deed for both properties to the owner of the property, Richard Shapiro, so that the special use expires when the business ownership or operations change.

Attachments:

[35-O-21 Special Use for Office at 1327 Chicago Avenue 528 Greenwood Street](#)

[990 Grove lease](#)

[Certified Mail Receipt to Cook County Assessor](#)

[Cook County Assessor - 528 Greenwood Ave.](#)

[Cook County Assessor - 1327 Chicago Ave.](#)

[ZBA Meeting Minutes Excerpt - February 16, 2020](#)

[ZBA Meeting Minutes Excerpt - March 16, 2021](#)

35-O-21

AN ORDINANCE

Granting a Special Use Permit for an Office Located at 1327 Chicago Avenue and 528 Greenwood Street in the R5 Residential District (“Richard Shapiro Attorney at Law”)

WHEREAS, the Zoning Board of Appeals (“ZBA”) met on March 16, 2021, pursuant to proper notice, to consider case no. 19ZMJV-0074, an application filed by Richard A. Shapiro (the “Applicant”), for the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 1327 Chicago Avenue and 528 Greenwood Street (the “Subject Property”) and located in the R5 Residential District, for a Special Use Permit to establish, pursuant to Subsection 6-8-7-3 of the Evanston City Code, 2012, as amended (“the Zoning Ordinance”), an Office on the Subject Property; and

WHEREAS, the ZBA, after hearing testimony and receiving other evidence, made a written record and written findings that the application for a Special Use Permit for an Office met the standards for Special Uses in Section 6-3-5 of the Zoning Ordinance and recommended City Council approval thereof; and

WHEREAS, at its meeting of May 24, 2021, the Planning and Development Committee of the City Council (“P&D Committee”) considered the ZBA’s record and findings and recommended the City Council accept the ZBA’s recommendation and approved the application in case no. 19ZMJV-0074; and

WHEREAS, at its meetings of May 24, 2021 and June 14, 2021, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee, as amended,

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

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby approves the Special Use Permit for an Office on the Subject Property as applied for in case no. 19ZMJV-0074.

SECTION 3: Pursuant to Subsection 6-3-5 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicant's Special Use Permit, violation of any of which shall constitute grounds for penalties or revocation of said Permit pursuant to Subsections 6-3-5 of the Zoning Ordinance:

- A. The Applicant shall develop and use the Subject Property in substantial compliance with: all applicable legislation; the Applicant's testimony and representations to the ZBA, the P&D Committee, and the City Council; and the approved plans and documents on file in this case, specifically including the agreed-upon life-safety improvements.
- B. Hours of operation shall not exceed 7 a.m. to 6 p.m.
- C. Deliveries shall not occur outside of 7 a.m. to 6 p.m.
- D. A maximum of fifteen (15) employees are allowed at each structure at one time.
- E. The special use shall cease when ownership of the property changes
- F. A lease with an off-site ADA compliant building with ADA parking is required and shall be verified annually to the Planning and Zoning Division.
- G. The Applicant shall provide proof of contact with the Cook County Assessor's Office as well as a response from the Cook County Assessor that acknowledges

use of the structures for non-residential purposes since 1998 (1327 Chicago Avenue) and 2013 (528 Greenwood Street).

- H. Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.

SECTION 4: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 8: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _____, 2021
Adopted: _____, 2021

Approved:
_____, 2021

Daniel Biss, Mayor

Attest:

Approved as to form:

Stephanie Mendoza, City Clerk

Nicholas E. Cummings, Corporation
Counsel

EXHIBIT A

LEGAL DESCRIPTION

Subdivision Lot 5 in J.E. Miller's Subdivision of Lots 16, 17, and 18 in Block 38 in the Village of Evanston in Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

AND

Lot 4 in J.E. Miller's Subdivision of Lots 16, 17, and 18 in Block 38 in the Village of Evanston in Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS 1327 CHICAGO AVENUE & 528 GREENWOOD STREET

PIN #'s 11-18-418-005-0000 and 11-18-418-001-0000

OFFICE LEASE
(The "Lease")

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT
	BEGINNING	ENDING	
3/25/2021	7/1/2021 ("Commencement Date")	6/30/2023	\$1,040 + Annual COLA
Location of Premises: 990 Grove Ave, Unit 504, Evanston, IL			
Purpose: Attorney Office			

LESSEE

LESSOR

Richard Shapiro
1327 Chicago Ave.
Evanston, IL 60201

BCH960, LLC
107 Green Bay Road
Wilmette, IL 60091

In consideration of the mutual covenants and agreements herein stated, Lessor hereby, leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

<p>RENT</p>	<p>1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises without deduction, demand or offset, the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. "Annual COLA" shall mean either 1.2% or the percentage increase for the twelve-month period of such previous calendar year of the Consumer Price Index for Urban Wage Earners and Clerical Workers, whichever is less. On June 30, 2022, Lessor shall advise Lessee of the COLA and any effect it has on the amount of Monthly Rent.</p>
<p>WATER, GAS AND ELECTRIC CHARGES</p>	<p>2. Water, gas, scavenger, basic janitorial services, and electric charges are included in the Monthly Base Rent. Lessee shall pay any telephone bills for the Premises.</p>
<p>RENT, LATE CHARGE</p>	<p>3. Rent and other charges required to be paid under the Lease, no matter how described, shall be paid by Lessee to Lessor at the address stated above or as Lessor may designate in writing, without any prior notice or demand therefore and without deduction or setoff or counterclaim and without relief from any valuation or appraisal laws, except as specifically set forth in this Lease. In the event Lessee fails to pay Rent due under the Lease within ten (10) days of due date of said Rent, Lessee shall pay to Lessor a late charge of \$50.00 per day for each day after the first of the month until paid.</p>

SUBLETTING;
ASSIGNMENT

4. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without first obtaining, in each case, the consent in writing of Lessor, which consent shall not be unreasonably withheld; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without first obtaining, in each case, the consent in writing of Lessor. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of Rent reserved by this lease for the then unexpired portion of the hereby created, as liquidated damages. Lessee shall furnish Lessor with a fully executed counterpart of any such assignment or sublease at the time such instrument is executed. If Lessee requests Lessor to consent to a proposed assignment or sublease, Lessee shall pay to Lessor, whether or not such consent shall be ultimately granted, Lessor's reasonable attorneys' fees incurred in connection with such request, not to exceed One Thousand Dollars (\$1,000).

LESSEE NOT TO
MISUSE

5. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

CONDITION ON
POSSESSION

6. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that except as expressly set forth in this Lease, no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed. Lessor represents that to the best of its knowledge, the Premises and the building in which the Premises are located are handicapped accessible and comply with all laws concerning such accessibility. Lessor shall be responsible for any repairs or modifications to the Premises and building in which the Premises are located to bring such spaces into compliance with applicable law.

REPAIRS AND
MAINTENANCE

7. Lessee must keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at Lessee's own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the Term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date the Lessee opens the Premises to the general public for business, loss by fire and reasonable wear and tear excepted. Lessor represents that as of the date of this Lease, the Premises and appurtenances thereof are in good repair and comply with all statutes and ordinances. Lessee must make all necessary repairs (except for capital repairs or replacements) upon the Premises and replace broken globes, glass and fixtures with material of the same size and quality as had existed at the date of execution of this Lease at Lessee's own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the Rent hereby reserved, the reasonable expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, gas or electric fixtures. Lessor shall (a) shovel snow and remove ice when necessary in order to provide unimpeded access to the building where the Premises are located and the parking space and (b) maintain the elevator in the building.

ACCESS TO
PREMISES

8. Upon prior notice to Lessee and at times which are the least disruptive to Lessee, except in the case of an emergency, Lessee will allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and in the last six (6) months of the Lease, "For Rent", and Lessee will not interfere with the same.

NON-LIABILITY OF LESSOR

9. Except as provided by Illinois statute or as a result of Lessor's negligence or intentional acts, Lessor shall not be liable to Lessee for any damage or injury to Lessee or Lessee's property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee. Notwithstanding anything contained herein to the contrary, Lessor shall maintain the building where the Premises are located in good condition and repair.

HEAT

10. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruption shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damages. Notwithstanding the foregoing, however, in the event such interruption continues for two (2) consecutive days and Lessee is unable to use the Premises, all rent under this Lease shall abate until the service is restored and Lessee can use the Premises. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

TRASH REMOVAL

11. Lessee shall store all trash, rubbish and garbage in fully-closed containers at the rear of the Premises. Lessor shall pay for scavenger service; provided that Lessee shall pay any extraordinary costs incident to the removal thereof. Lessee shall not burn or otherwise dispose of any trash, waste, rubbish or garbage in or about the Premises.

FIRE AND CASUALTY

12. In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, upon notice to Lessee terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the Term hereby created shall cease and determine. All prepaid rent shall be returned to Lessee. All rent shall abate if the Premises cannot be used by Lessee.

POSSESSION IF TERMINATION; HOLDING OVER

13. At the termination of the Term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in the same condition and repair as at the time possession was delivered to Lessee, loss by fire and ordinary wear excepted, and will return the keys therefore to Lessor at the place of payment of Rent. Lessee may remove any trade fixtures, equipment and moveable furniture that may reasonably be removed without damage to the Premises. If Lessee retains possession of the Premises or any part thereof after the termination of the Term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the Term serve written notice upon Lessee that such holding over constitutes either (a) a creation of a month to month tenancy, upon the terms of this lease except at one and one-half times the monthly rental specified in Section 1, or (b) creation of a tenancy at sufferance, at a rental of \$52.00 per day for the time Lessee remains in possession. If no such written notice is served, then a tenancy at sufferance with rental as stated at (b) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any Rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

INSURANCE

14. Lessee shall maintain insurance policies, with responsible companies licensed to do business in the State of Illinois and satisfactory to Lessee, naming Lessor and Lessee, as their respective interests may appear, at its own cost and expense including (i) "all risk" property insurance which shall be primary on the lease improvements and Lessee's property, including its goods, equipment and inventory, in an amount adequate to cover their replacement cost; (ii) business interruption insurance; (iii) comprehensive general liability insurance on an occurrence basis with limits of liability in an amount not less than \$1,000,000.00 combined single limit for each occurrence and \$2,000,000.00 in the aggregate. On or before the commencement date of the Term of Lease, upon Lessor's request, Lessee shall furnish to Lessor, certificates of insurance evidencing the aforesaid insurance coverage. Renewal certificates must be furnished to Lessor at least thirty (30) days prior to the expiration date of such insurance policies showing the above coverage to be in full force and effect. All such insurance shall provide that it cannot be canceled except upon thirty (30) days prior written notice to Lessor. Lessor shall carry such reasonable and customary insurance for the building that would be carried by a prudent landlord in the Evanston area. All insurance required under this Section shall provide that the insurer waives all right of recovery by way of subrogation or otherwise against the other party in connection with any loss or damage covered by all applicable policies. Further, all policies required herein shall contain a commercially reasonable deductible

INDEMNIFICATION

15. Except arising out of Lessor's negligence or intentional acts, Lessee shall hold harmless, indemnify and defend Lessor, its elected and appointed officials, officers, agents, attorneys, employees, contractors, successors, and assigns, from and against any and all losses, expenses, claims, costs, causes, actions, litigation costs, reasonable attorney's fees, suits, and damages, relating to personal or bodily injuries, death, or damages or injuries to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the use of, or contact with, the Premises by Lessee or its contractors, employees, engineers, agents, invitees, licensees, or permittees. Lessee's obligations under this Section shall be in addition to, and shall not be limited or waived by any insurance, including any insurance provided by Lessee pursuant to this Lease, or any insurance provided by Lessor.

LESSOR'S
REMEDIES

16. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied with the intention to never return or occupy the Premises, or in case of ten (10) days after the non-payment of the Rent reserved hereby, or any part thereof, or thirty (30) days after notice from Lessor to Lessee of a breach of any covenant in this lease contained, Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, except as provided herein, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with notice of such election and demand, this lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for Rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of Rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee.

The acceptance of Rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

RIGHT TO RELET	<p>17. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute or case law), be relet by Lessor, for the account and benefit of Lessee, for such Rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of Lessee or otherwise, Lessee hereby waiving the use of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the Rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of Rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.</p>
COSTS AND FEES	<p>18. In connection with any action, proceeding or counterclaim brought by either Lessee or Lessor in connection with this Lease, the prevailing party shall be entitled to the award of his or its reasonable attorneys' fees and costs against the non-prevailing party. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including reasonable fees of attorneys, agents and others retained by Lessor, incurred by Lessor, without Lessor's fault, as a result of a claim by a third-party (other than Lessee) on account of this lease.</p>
LESSOR'S LIEN	<p>19. Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.</p>
REMOVAL OF OTHER LIENS	<p>20. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.</p>
REMEDIES NOT EXCLUSIVE	<p>21. The obligation of Lessee to pay the Rent reserved hereby during the balance of the Term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any Rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.</p>
NOTICES	<p>22. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof in person or by use of a commercial courier, such as Fed Ex, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is delivered or mailed.</p>
MISCELLANEOUS	<p>23. (a) Provisions typed on this lease and signed by Lessor and Lessee are hereby made a part of this lease.</p> <p>(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part; provided that no such rule or regulation shall unreasonably impair or contradict the rights of Lessee under this Lease.</p> <p>(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.</p> <p>(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.</p> <p>(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 16 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of</p>

and on behalf of any one or more of such Lessees.

(f) Lessee may terminate this lease, without penalty, within forty-five (45) days after the Commencement Date if: (i) Lessee gives Lessor no less than fifteen (15) days prior written notice and (ii) Lessee has not taken possession of the Premises. Lessee shall not be deemed to have taken possession of the Premises unless Lessee is openly operating its business on a consistent basis from the Premises.

(g) In addition to the Premises, Lessor grants to Lessee possession to one (1) parking space at no charge for the duration of the lease. Lessor further grants to Lessee the option to rent one (1) additional parking space at the rate of one-hundred-twenty-five dollars (\$125) per month.

SEVERABILITY

24. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

LESSEE RIGHT TO
TERMINATE

25. Lessee may terminate this lease eighteen (18) months after the Commencement Date if: (i) all monthly rent payments have been made and (ii) Lessee provides to Lessor no less than three (3) months prior written notice of Lessee's intent to terminate the lease. If Lessee elects to terminate this lease pursuant to the terms of this paragraph 25, Lessee shall (iii) pay to Lessor the sum total of any rents that may have been abated at the beginning of the lease term – including any rents that may have been abated between the Date of the Lease and the beginning of the Lease Term and (iv) the sum of one-thousand dollars (\$1,000) for anticipated commission fees in re-letting the Premises.


WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSOR:

By: 

LESSEE:

By: 

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>J Ham</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by/ (Printed Name)</p> <p>C. Date of Delivery <i>4/21/21</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p><i>FRITZ KAEGI, COOK COUNTY ASSESSOR, COOK COUNTY ASSESSOR'S OFFICE 118 N. CLARK ST., ROOM 320 CHICAGO, IL 60602</i></p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> 
<p>2. Article Number (Transfer from service label)</p> <p><i>7020 2450 0001 9593 4980</i></p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®. <i>Chicago, IL 60602</i> OFFICIAL USE	
Certified Mail Fee \$ <i>3.60</i> \$ <i>2.85</i> Extra Services & Fees (check box, add fee as appropriate) <input checked="" type="checkbox"/> Return Receipt (hardcopy) \$ <i>0.00</i> <input type="checkbox"/> Return Receipt (electronic) \$ <i>0.00</i> <input type="checkbox"/> Certified Mail Restricted Delivery \$ <i>0.00</i> <input type="checkbox"/> Adult Signature Required \$ <i>0.00</i> <input type="checkbox"/> Adult Signature Restricted Delivery \$ <i>0.00</i>	0204 8060-03 Postmark Here APR 19 2021 04/19/2021
Postage \$ <i>0.75</i> Total Postage and Fees \$ <i>7.20</i>	
Sent To <i>FRITZ KAEGI, COOK COUNTY ASSESSOR</i> Street and Apt. No., or PO Box No. <i>118 N. CLARK STREET, ROOM 320</i> City, State, ZIP+4® <i>CHICAGO, IL 60602</i>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7020 2450 0001 9593 4980

COOK COUNTY ASSESSOR

FRITZ KAEGI



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, RM 320
CHICAGO, IL 60602
PHONE: 312.443.7550
WWW.COOKCOUNTYASSESSOR.COM

GENERAL AFFIDAVIT

RICHARD SHAPIRO (affiant's name) OWNER (relationship to property: owner, neighbor, etc.)

of 1327 CHICAGO AVENUE, EVANSTON, IL 60201 (affiant's address)

being first duly sworn, deposes and states that: Property Index Number(s) 11-18-418-005-0000

commonly known as 1327 CHICAGO AVE., EVANSTON, IL 60201 (property address, city, state, and zip code)

1. Has been: (State pertinent facts regarding land and/or building) CLASSIFIED AS RESIDENTIAL BUT WAS USED CONTINUOUSLY AS AN OWNER-OCCUPIED OFFICE FOR COMMERCIAL PURPOSES

from 1998 (date) to 4-19-2021 (date) And further this affiant says that not.

- 2. Has Been:
[] Demolished Date of Demolition: ___/___/___
[] Vacant
[] Uninhabitable

Please provide all pertinent documentation, for example, certificate of occupancy, photos, permits, etc. If requesting relief for prior year(s), you must also provide a utility bill (examples include electric or water bills) verifying shut off or a letter from village/township attesting to vacancy/uninhabitable.

Subscribed and sworn to before me this 19th day of April, 2021

Rosa Lampignano Signature of Notary Public



Richard Shapiro Signature of Affiant

RECEIVED APR 26 AM 11:05 COOK COUNTY ASSESSOR

COOK COUNTY ASSESSOR

FRITZ KAEGI



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, RM 320
CHICAGO, IL 60602
PHONE: 312.443.7550
WWW.COOKCOUNTYASSESSOR.COM

GENERAL AFFIDAVIT

RICHARD SHAPIRO OWNER
(affiant's name) (relationship to property: owner, neighbor, etc.)

of 1327 CHICAGO AVENUE, EVANSTON, IL 60201
(affiant's address)

being first duly sworn, deposes and states that: Property Index Number(s) 11-18-418-001-0008

commonly known as 528 GREENWOOD ST, EVANSTON, IL 60201
(property address, city, state, and zip code)

1. Has been: (State pertinent facts regarding land and/or building)

CLASSIFIED AS RESIDENTIAL BUT ^{WAS} USED CONTINUOUSLY
AS AN OWNER-OCCUPIED OFFICE FOR COMMERCIAL PURPOSES

from 2014 to 4-19-2021 And further this affiant says that not
(date) (date)

2. Has Been:

- Demolished Date of Demolition: ___/___/___
- Vacant
- Uninhabitable

Please provide all pertinent documentation, for example, certificate of occupancy, photos, permits, etc. If requesting relief for prior year(s), you must also provide a utility bill (examples include electric or water bills) verifying shut off or a letter from village/township attesting to vacancy/uninhabitable.

Subscribed and sworn to before me this
19th day of
April, 20 21



Rosa Lampignano
Signature of Notary Public

Richard Shapiro
Signature of Affiant

RECEIVED
APR 26 AM 11:05
COOK COUNTY ASSESSOR



MEETING MINUTES EXCERPT

ZONING BOARD OF APPEALS

Tuesday, February 18, 2020

7:00 PM

Civic Center, 2100 Ridge Avenue, Council Chambers

APPROVED

Members Present: Mary McAuley, Violetta Cullen, Myrna Arevalo, Kiril Mirintchev,
Lisa Dziekan, Max Puchtel,

Members Absent: Jill Zordan

Staff Present: M. Klotz, Cade W. Sterling

Presiding Member: Violetta Cullen

Declaration of Quorum

With a quorum present, Chair Cullen called the meeting to order at 7:01 p.m.

1327 Chicago Ave./528 Greenwood St.

19ZMJV-0074

Richard A. Shapiro, applicant, submits for a special use for an Office, for Richard Shapiro Attorney At Law, in the R5 General Residential District (Zoning Code Section 6-8-7-3). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

M. Klotz read the case into the record.

Tom Quinn, attorney, requested that the case be continued due to Mr. Shapiro's health condition not allowing him to attend.

M. Klotz explained that the meeting had been continued previously, once by the City and once more by the applicant. M. Klotz stated it was the City's position that since the Board was a recommending body only, it would be beneficial if the case were introduced tonight and allowing Mr. Shapiro to come to the following meeting to provide additional testimony only if the Board felt it necessary.

Chair Cullen stated agreement that the case should be heard and a continuance would not be beneficial

T. Quinn provided background information on Mr. Shapiro and the law practice in question.

- The office had grown slowly over time and Mr. Shapiro has helped many Evanston residents throughout his practice
- The nature of the practice is remote and mobile, especially now, but even in the past when house calls and phone consultations predominated
- Mr. Shapiro has taken care to keep the structures in good condition. No resident would assume the buildings were anything but residential from the exterior.

- The intensity of the use is low and will continue to be low.
- The area around the homes in question, it multi-family and business in nature with a higher intensity than a single-family residential neighborhood
- The business has not, and will not have a negative impact on proximate residences. Mr. Shapiro is a good neighbor and lives in a nearby multi-family building himself.
- The neighbors do not object to the current use and regard Mr. Shapiro as a good neighbor and upstanding member of the condo association in which Richard lives.

T. Quinn provided information on parking and access to the offices.

- The offices rent spaces in numerous proximate locations as well as three off-street parking spaces for a total of 27 rented spaces.
- Many employees ride bikes and walk to work.
- Half of the employees utilize public transportation due to the proximity to the Dempster CTA station and Davis Metra station.
- If the parking spaces were not rented by Mr. Shapiro, they would likely not be rented at all by nearby residents due to the abundant on-street and off-street parking conditions in the neighborhood.

T. Quinn stated that Mr. Shapiro is asking for a Special Use Permit only for the remainder of time Mr. Shapiro owns and operates the business.

M. McAuley inquired if the property was reclassified with the Cook County Assessor

- T. Quinn stated that it has not been, but Mr. Shapiro intends to back date the property
- M. McAuley stated it is often not easy to reverse a reclassification for a property with the assessor. People come to rely on that income and people buying it as a home have a difficult battle to reclassify it back to residential.
- T. Quinn stated that Mr. Shapiro would cooperate in any way possible

L. Dziekan asked for clarification on what precipitated the Special Use application now?

- T. Quinn stated that the City of Evanston was the precipitating event
- M. Klotz clarified that an anonymous complaint was made which triggered further investigation
- L. Dziekan stated that the irony of a tax attorney illegally operating a business out of a residential structure should not be lost on the board.
- T. Quinn stated that the case was a simple result of a home business growing gradually. Mr. Shapiro recognizes that he should have gone through this process long ago. Time got away from him.
- L. Dziekan asked if anyone knew what the difference would have been between it being taxed as commercial vs residential for such a long period of time
- M. McAuley stated that it would be a lot and that the County would certainly seek restitution. Commercial properties are taxed at a much higher, more than double, tax rate and the amount of revenue lost is significant.
- M. McAuley stated there was no excuse for a tax attorney to do this and an explanation is in order because he cannot claim ignorance.

- T. Quinn stated that the board would have to ask Mr. Shapiro agreeing it should have been reclassified earlier and Mr. Shapiro is prepared to make amends.
- T. Quinn stated that despite the lost tax revenue, the business has contributed to the local economy in a positive way

T. Quinn explained the financial investment Mr. Shapiro is prepared to undertake if the Special Use is approved

- Significant investment in life safety within the interior of the buildings although the ADA improvements are likely not necessary since on-site meetings do not occur often.
- Exterior life safety improvements discussed by the City are not required. The point has been deliberated at length. If they are required, the Preservation Commission would get involved. Mr. Shapiro is prepared to undertake them if mandated to do so.
- In total, Mr. Shapiro is prepared to invest \$300,000 in improvements in addition to all back taxes.

Violetta Cullen inquired how many lawyers/paralegals are employed by Mr. Shapiro across the two sites

- T. Quinn stated that there are 44 on-site and 4 that work remotely. Although they don't all come in at one time. Many choose to work remotely at any given time, which Mr. Shapiro is supportive of. The peak would be 22 individuals in each building, although this doesn't occur often.
- Mr. Shapiro is willing to accept the proposed limit on number of employees discussed at DAPR

L. Dziekan asked what would happen if the Special Use were not granted

- T. Quinn stated that Mr. Shapiro would move his business, likely to Chicago.
- L. Dziekan asked why Mr. Shapiro would do this. If he is as committed to Evanston as he says he is, why not lease space in Evanston's healthy office market. There is space available, why move out of the community
- T. Quinn stated that there is no available space in Evanston which work as well as these two spaces do.
- L. Dziekan asked if he were to sell and move, would he be liable for the back taxes owed to the County?
- M. Klotz stated that this would ultimately be determined by the County but the City would certainly report Mr. Shapiro to the County Assessors and pursue restitution

L. Dziekan asked for clarification in the staff memo. Why does Planning and Zoning Staff recommend denial, but DAPR recommends approval? Aren't there Planning and Zoning members on DAPR?

- M. Klotz clarified that the DAPR recommendation is based on individual specialties and perspectives. Although some Planning and Zoning Staff present voted in favor, they were representing unique aspects of the Division, such as Preservation. In total, the Planning and Zoning Division and Community Development Departments position is to recommend denial for a lack of

accessibility and the potential precedent for allowing moderate office use in a residential area.

M. McAuley stated that a number of parking spaces are leased, but there is intense traffic on Chicago Avenue at 5pm and these 27 cars are certainly contributing to that and this is a negative impact on the neighborhood.

- T. Quinn clarified that only 11 spaces are immediately adjacent to the structure and they were unaware of any traffic study which supports M. McAuley's claim.
- M. McAuley stated that Chicago Avenue is a major thoroughfare
- T. Quinn stated that this point was well taken and a perfect rationale why the two buildings should be something other than residential

M. Puchtel asked for staff clarification on the threshold for a home occupation vs the special use they're asking for

- M. Klotz stated that the primary difference is that Mr. Shapiro hasn't lived in either building for many years. Additionally, there are limits on the number of employees which don't live on-site. She believes this number is 1 or 2.
- M. Puchtel stated that the use has been out of compliance for some time then, which doesn't support the claim that it grew organically
- T. Quinn stated that Mr. Shapiro had lived in one building until 2002 or so.
- V. Cullen asked if his mother helped run the business and if she lived on-site?
- T. Quinn stated that his mother helped out but did not manage or own the business in any way, nor did she live on-site.

L. Dziekan asked for clarification on the location of the parking spaces

- T. Quinn stated that the locations are distributed amongst City owned locations and spaces behind neighboring properties
- A couple of spaces are at small apartment buildings and a few spots on the other side of the alley.
- L. Dziekan stated that a recent letter of opposition suggests there is a waiting list for the spaces in City lots.
- M. Klotz stated that at some of the lots the waiting list is roughly two years
- T. Quinn clarified that no residents in the immediate area are on that waiting list. They canvassed the neighborhood and no one was in need of a parking space
- T. Quinn stated that the staff memo suggests that any traffic congestion was not contributed to by the office use, at least to any high degree.

M. McAuley asked if there were significant changes to the exterior of the homes to undertake the life safety improvements, would the case need to be renoticed?

- M. Klotz stated that it would not need to be renoticed, but would require preservation review and would be reviewed by the commission before going to Council for action.

Public Comment:

J. Goodman provided testimony

- Family owns the eight unit building at 522 Greenwood. Mr. Shapiro has been a good neighbor. The best that they've had. There are very little comings and

goings at the two office spaces. There is very little activity at all. Mr. Shapiro is asking for a very limited amount of time due to his age. He is dedicated to his employees and offers high quality jobs. This has resulted in many long-term employees.

- Provided clarification that most of the parking spaces are behind homes on Hinman Avenue. Street parking in the neighborhood is ok. Not great.
- M. McAuley asked about resident stickers. Where are they needed?
- J. Goodman stated that the block of Greenwood is two hour parking unless you have the resident sticker
- M. McAuley asked if R. Shapiro was using resident stickers?
- J. Goodman stated no

Tom Pelonis provided testimony

- Is the president of the condo association where R. Shapiro is a resident
- The property is in close proximity to the offices in question.
- Appreciate the efforts R. Shapiro is taking to bring his property back into compliance.
- Stated that the owners of the condo building were concerned at first about Mr. Shapiro's request, specifically about how it could impact property values. However, they surveyed many realtors and they said there would be no reduction in property value as a result.
- Concern with ADA compliance but noted that Mr. Shapiro does provide accommodations to those who need it including house calls.
- Concern with the back taxes owed by Mr. Shapiro but it seems like he is willing to address this.
- Noted a note in the DAPR minutes where Mr. Shapiro was asked if he would landmark the two homes. He would be supportive of this effort because of concern the homes could be torn down at some point if they are ever re-zoned as business or commercial.
- Concerned with the precedent and eventual re-zoning of the properties.
- Has had no issues with Mr. Shapiro in over 20 years. Mr. Shapiro has promptly taken care of any issues that have come up with parking.
- Recommends, as a block of 20 owners to approve the special use permit as the uses are not intrusive. The owners are fully supportive if Richard brings the buildings into compliance and pays his owed taxes.
- L. Dziekan asked if modifications to the exterior of the building would change the views of the residents
- T. Pelonis stated that in general, no, but they would need to see what was proposed.

M. McAuley stated a desire to make a decision tonight and move the case forward since the board was only a recommending body.

K. Mirintchev stated that he personally wants to hear from Mr. Shapiro, especially to more fully understand the background on the historic of his use and how they evolved overtime.

M. McAuley agreed that it would benefit Mr. Shapiro to make a direct appeal. There has been a litany of inappropriateness with his actions, but it is difficult to recommend putting a 68 year old resident of Evanston out of business.

V. Cullen stated that the point the applicant made about doing business over the internet and in person is well taken, but this was likely a recent option.

T. Quinn stated that well before the internet, business was conducted by phone.

T. Quinn asked the Board for a continuance in order for them to hear directly from Mr. Shapiro

M. McAuley made a motion to continue the case to March 17. Second by L. Dziekan. Vote (5-1) M. Puchtel dissenting.

Adjourned 8:14pm



MEETING MINUTES EXCERPT

ZONING BOARD OF APPEALS

Tuesday, March 16, 2021

7:00 PM

Via Virtual Meeting

APPROVED

Members Present: Violetta Cullen, Kiril Mirintchev, Max Puchtel, Jill Zordan, Mary McAuley

Members Absent: Lisa Dziekan, Myrna Arevalo

Staff Present: Melissa Klotz

Presiding Member: Violetta Cullen

Declaration of Quorum

With a quorum present, Chair Cullen called the meeting to order at 7:01 p.m.

Suspension of Rules

Member Puchtel motioned to suspend the rules to permit members to convene via virtual meeting. Second by Member Mirintchev and approved 5-0.

Meeting Minutes

Member Puchtel motioned to approve the February 16, 2021 meeting minutes. Second by Member Mirintchev and approved 5-0.

New Business

1327 Chicago Ave. & 528 Greenwood St.

ZBA 19ZMJV-0074

Richard A. Shapiro, applicant, submits for a special use for an Office, for Richard Shapiro Attorney At Law, in the R5 General Residential District (Zoning Code Section 6-8-7-3). The Zoning Board of Appeals makes a recommendation to the City Council, the determining body for this case.

The applicant's attorney, Thomas Quinn, explained the proposal:

- It would permit Mr. Shapiro to serve those clients with accessibility issues by directing them to the 990 office space.
- Another advantage is that it addresses staff's concerns about traffic and parking.
- By having this additional site with better accessibility Mr. Shapiro would avoid having to make any changes to the exterior of the 1327 Chicago Ave. building which is located in a historic district.
- The location of these two buildings is in very busy areas. It would not be disturbing the residential character by allowing the special use.
- This is a win/win as Mr. Shapiro would still be employed in Evanston and do so without negatively impacting the surrounding neighborhood.
- Neighbors speak highly of Mr. Shapiro and are very supportive.

The attorney then addressed the special use standards and the staff's comments on those, he stated:

- The first was whether or not this is listed as a special use for that zoning and the staff has indicated that it is within the R5 District because it is adjacent to a business district.
- In terms of the purpose and policies of the comprehensive plan, it recognizes the commercial nature of the area.
- No one would know that these are not residences from the exterior. There is nothing that detracts from the residential nature of the buildings close by.
- Richard has 25 parking spaces which means when employees do drive, it does not cause any congestion and there is no impact.
- The use is compatible with the surrounding neighborhood.
- Mr. Shapiro is prepared to spend up to \$200,000 to update the building and to ensure it is fully satisfied by the building division.

Mr. Puchtel asked how many parking spots exactly are associated with each property.

Mr. Quinn responded that there are three spots in front of 1327 Chicago Ave. on the property. There are 11 parking spots behind the building that are being leased.

Ms. Cullen asked if there were signs indicating that those parking spots are designated for Mr. Shapiro's business. Mr. Shapiro stated that there wasn't but that they are for staff and his clients park out front. In total he has 24 spots including some that leased in Evanston's parking garages.

Mr. Quinn continued that there would be no changes to the exterior of the building. Mr. Shapiro he notified the assessor's office of the commercial use.

Ms. McAuley asked what date was the assessor notified because the issue came up in 2018 and the assessed value classification has remained the same from 2019 to 2020 while the value went down.

Mr. Shapiro indicated that he notified the assessor the very next day after the ZBA meeting in February 2020.

Ms. McAuley asked for an explanation as to why the assessed value hasn't increased. Her experience indicates that it generally happens very quickly. It probably has legal ramifications and certainly has financial ramifications for the City of Evanston.

Mr. Shapiro said that he has the phone records that would show that he made the call and he has the woman's name that he spoke to.

Ms. Cullen asked if they had contacted him about the request.

Mr. Shapiro said they had not but that he called again weeks prior and left a message.

Ms. McAuley stated that these explanations coming from a tax attorney who deals with the assessor's office to be able to notify them of a major difference from 10% vs. 25% tax on assessed valuation. That is hundred thousands of dollars that has been lost over

the 20 years which is egregious coming from a tax attorney. The money that Mr. Shapiro is willing to spend on the fire and safety components could be better spent on leasing actual office space.

Mr. Shapiro responded that he has nothing to do with the assessor's assessments.

Ms. McAuley indicated that Mr. Shapiro intervenes to alter assessments for his clients but he did not intervene to correct what may be a legally careless misrepresentation.

Mr. Quinn replied by stating that that was not necessarily true and that he doesn't believe any property owner has an obligation to change an assessment.

Ms. McAuley said that she would understand that from an unknowing resident but that Mr. Shapiro is a tax attorney and this is his specialty.

Mr. Shapiro said that he is sorry and that he regrets not doing it sooner. The fear of losing his livelihood surpassed the fear that the government uses for control. He was paralyzed in fear and doesn't want to lose his way of life. Due to his physical limitations he wants to work next to where he lives. He responded when the ZBA indicated that he needed to in February and didn't do anything until then.

Ms. McAuley sympathized with that human emotion of fear and understood that it started as a simple venture and it turned into something that Mr. Shapiro hadn't expected.

Ms. Cullen shared that there was an anonymous complaint about the property being used as office space in January 2018 and asked to confirm that Mr. Shapiro waited until February of 2020 to call the assessor's office.

Mr. Shapiro responded that was correct.

Mr. Puchtel said he was sympathetic to all parties but he wasn't sure how Mr. Shapiro's relationship with the City is relevant tonight as they are trying to determine if they should grant him the special use.

Ms. McAuley indicated that part of the contingency in the notes from City staff was that the special use would not be granted unless Mr. Shapiro had properly reported the misclassification to county's assessor's office and that the financial issues be resolved. It is pertinent in that regard.

Mr. Quinn interjected that Mr. Shapiro is fully prepared to do more with the assessor's office in order to continue to work next door to where he lives.

Melissa Klotz, Zoning Administrator, recommended that whatever the ZBA's recommendation is made, that they include a condition that the applicant provides proof in writing of alerting the assessor's office of this issue including the dates that the properties first shifted to commercial use and if those dates can be provided on the record now. That would give everyone a sense that it is proceeding as it should.

Ms. McAuley recommended taking it a step further that Mr. Shapiro provides proof in writing that the Assessor has responded to him. The assessor's office is able to provide written acknowledgement that they received his correspondence and they are in process of letting him know what the back taxes are.

Ms. Klotz continued that the applicant can work with her for contacts at the assessor's office. She also indicated that the applicant should bare in mind that assuming approval and the life safety changes are made, those permits will go to the assessor's office and then you will be reassessed again. She then asked for the dates that the properties switched to commercial during this hearing.

Mr. Shapiro stated that he was not prepared to provide that information.

Ms. McAuley referenced the packet for tonight's meeting it has been over 20 years, she believed about 1998 and that the information provided by Mr. Shapiro to the assessor's office is consistent with that information.

Ms. Cullen said that the occupancy certificate will not be provided without it.

Ms. Zordan asked about Mr. Shapiro stating earlier in the meeting that he said he bought the property in 1985.

Mr. Shapiro indicated that she misunderstood. That he moved into the property as a renter in 1985 and bought the property in 1998. The other property was purchased in 2013.

Ms. Cullen addressed the ADA improvements stating that on March 5, Mr. Shapiro provided supplemental information but it did not include alterations for the ADA improvements at 1327 which had had previously proposed.

Mr. Quinn responded that they had determined that a satellite site would be a better solution to accommodate the ADA requirements. Mr. Shapiro, after approval, would rent the space at 1990 Grove.

Ms. McAuley asked what the square footage of that space was and how close in proximity was it to his current location.

Mr. Quinn responded that it was 300 sq. feet and it was a few blocks away.

Ms. Cullen shared that at the last meeting that Mr. Shapiro was to consider an off-site accessible space for clients and staff or make the ADA improvements to the current space to become compliant.

Mr. Quin said that they chose the first to obtain an off-site location to accommodate.

Ms. Cullen asked if there were any ADA improvements were being made to the current locations.

Mr. Quinn stated that because there were so few clients that come in to be able to have a location for the clients to go. They saw those as two alternatives and this was the best way to address staff concerns.

Ms. Cullen wanted assurance that all of the required ADA specifications were being met at the 1990 Grove location.

Mr. Quinn responded that that is what the building had indicated to them.

Deliberation:

Ms. McAuley indicated that she would hate to put a long-term resident out of his business and would hate to see long standing employees uprooted. She stated that it was her strong preference that Mr. Shapiro would acquire more space at 1990 Grove and combine all the operations of the business at that location and return all of the homes to as they are and settle up with the assessor's office. With that said, the contingency that she would like included is that the assessor's office responds in writing that they are aware that since 1998 this space has been used as a commercial property and 528 since 2013/2014 in order to provide restitution to the City of Evanston. Another contingency that there is proof that the office space at Grove that it is fully compliant for ADA accessibility and that the space is maintained as it is continued to be operated. She doesn't see impact as terrible and doesn't want to deny his use as long as there is restitution.

Ms. Zordan asked for clarification on when conditions are placed such as this, how is this tracked?

Ms. Klotz responded that the applicant would be asked to provide yearly proof that the conditions are being met or it would be difficult for staff to track.

Mr. Puchtel asked about the implications of the decision tonight. Currently Mr. Shapiro is operating his business and are they continued to be used as a business without being granted the special use.

Ms. Klotz answered that the business is still currently being run and that is allowed as long as the application is in process. The operations are reduced at the moment due to COVID-19.

Mr. Mirintchev asked that if granted the special use could it be linked to time and Mr. Shapiro's retirement and what happens after the business is no longer functioning.

Ms. Klotz stated that it can be conditioned to the current property owner and at the time that Mr. Shapiro sells the properties that they cannot be used as office again. It would be difficult for staff to track.

Ms. Zordan is disappointed that we are in but with the conditions that have been laid out, she could be in favor of the special use.

Testimony was opened to the public:

Joe Goodman owns an apartment building at 522 Greenwood which is adjacent to Mr. Shapiro's building. He stated that Mr. Shapiro is the best neighbor that they have ever had. He is providing good jobs with staff that uses public transportation and this is the type of business that the City should be supporting. He also mentioned that the parking lot that Mr. Shapiro leases from usually is not being utilized otherwise.

Deliberation of the board continued:

Mr. Mirintchev indicated that his sincere opinion that this residential and that they need to be careful with the special use. We need to specify that it is only a special use for the current owner and current business and with that he would agree to grant the special use.

Ms. Cullen stated that she thinks it would be best for the properties to be turned back to residential as beautiful historic homes but she is willing to go through these special use variances if all the conditions stated were included.

Ms. Zordan asked about whether the special use would continue to be given if he is no longer employed at the business and it continues to operate as is without the sale or change in ownership.

Ms. McAuley asked if they make it a condition of the special use recommendation to put something on the title to indicate that it would be no transferable. That way we know that the business would not be able to operate after the sale.

Ms. Klotz responded that yes, it can be tied to the owner if conditioned in that way and that had been included that condition with the cannabis dispensary not that long ago.

Mr. Puchtel indicated he is in favor of approving with conditions. He believes the special use blends into the area.

Standards:

1. Yes
2. No
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes
8. N/A
9. Yes

Ms. McAuley made the motion that ZBA recommend to City Council to approve the special use at 1327 Chicago Ave. and 528 Greenwood St. with the following conditions:

1. Mr. Shapiro provides proof at the City Council meeting that he has contacted the assessor's office and they have applied with acknowledgement that 1327 Chicago Ave. has been an office since 1998 and 528 Greenwood has been operating as an office since 2013.

2. Mr. Shapiro shows proof that he has a lease at 1990 Grove and that the building is fully ADA compliant and the lease will be verified on a yearly basis.
3. The hours of operation run from 7am-6pm and occupancy of the structures be 15 employees per building.
4. Deliveries may take place from 7am-6pm.
5. The special use be confined and recorded on the deed for both properties to the owner of the property, Richard Shapiro.

Mr. Mirintchev seconded the motion. Motion passed 5-0.



Memorandum

To: Members of the Planning and Development Committee
From: Johanna Nyden, Director of Community Development
CC: Lara Biggs, Bureau Chief - Capital Planning / City Engineer; Jessica Hyink, Transportation & Mobility Coordinator
Subject: Discussion of Use of City-Retained Traffic Consultant for Planned Development Review
Date: June 14, 2021

Recommended Action:

Staff seeks feedback from the Planning & Development Committee to consider the use of a City-retained multimodal traffic consultant for planned development reviews requiring a traffic analysis. Currently, the City's requirement for a traffic study for planned developments is fulfilled by the developer-retained consultant.

Council Action:

For Discussion

Summary:

Staff proposes consideration of the procurement of a multimodal traffic consultant for two reasons: 1) assess the impact on traffic by new development that is inclusive of vehicles, bicycle, pedestrian, and deliveries (Uber, Amazon, etc.) and 2) review of development under the review of the City's engineering and planning staff as opposed to the developer's team. Presently, the City's Design and Project Review Committee (DAPR) reviews proposed developments and redevelopments to ensure consideration of surrounding land uses and transportation network compatibility. The developer-provided studies are used to assess the impact on the City's traffic system surrounding the development.

Currently, traffic analyses are hired by the developers. This method for obtaining traffic studies has several potential flaws:

- In an effort to make the development more appealing leads to potentially biased reports that do not accurately account for impacts to active transportation modes.
- It is not always considered some of the ancillary impacts that are of particular interest to City staff and council members, such as designated siting for delivery vehicles and parking for transportation network companies (TNCs, e.g. Uber and Lyft).

- It is not always multi-modal, fully considering bicycle access and storage as well as access to public transportation.
- As the onus is on the developer to procure a traffic consultant, traffic analyses across planned developments may not be comparable, as different traffic consultants have different formats and tools used to create the traffic analysis. This can make it challenging for staff and community members to locate key information within the report.
- Multiple planned developments may occur simultaneously within close proximity; developers will only analyze the impacts of their own development and do not evaluate the impacts of the concurrent developments.
- Impacts to the City's Capital Improvement Program are not included, such as when a major streetscape improvement is planned within the same timeframe as the construction of the proposed PUD.
- Small redevelopment projects do not typically require a traffic study, but occasionally a limited study is needed based on specific concerns, such as how pedestrians would access a business where the primary storefront is located along an alley. Existing City staff do not have the capacity to conduct multi-modal traffic analyses for developments.

Procuring a City-retained multimodal traffic consultant could eliminate the current inefficiencies in existing traffic analyses of planned developments. Such a consultant could be hired on a short-term contract in order for staff to evaluate whether existing traffic analyses are improved upon through the third party consultant. The cost of the consultant could be passed on to the developer through existing administrative fees; this cost would not represent an increase to the developer, as the developer is already required to conduct a traffic analysis. The purpose of the City-retained consultant is to help both City staff and developers understand and improve upon the site circulation of pedestrians, bicyclists, transit, and vehicles, including delivery and TNC operators. The consultant will identify impacts on all modes of transportation resulting from the development and provide appropriate mitigation to increase safety and efficiency for all.

If supported by the Planning & Development Committee, staff will prepare a request for proposals that outlines the scope of services and move forward with the next steps on procuring the services.



Memorandum

To: Members of the Planning and Development Committee
From: Jessica Hyink, Transportation & Mobility Coordinator
CC: Johanna Nyden, Community Development Director; Lara Biggs,
Bureau Chief - Capital Planning / City Engineer
Subject: Greenleaf Shared Street Pilot Program
Date: June 14, 2021

Recommended Action:

Staff seeks feedback and direction from the Planning & Development Committee on a shared street pilot program on Greenleaf Street to test the use of public streets as places for people of all ages to walk, bike, and run and to expand green transportation modes for commuting and recreation in response to the increasing use and demand for these mobility options resulting from a response to COVID-19 and its recovery.

Funding Source:

Funding will be provided through the Neighborhood Traffic Calming (Account 415.40.4120.65515 - 621029). Costs include \$21,000 for 54 barricades, 2 lights per barricade, and 1 pallet of sandbags, which the City could utilize for this project and already needs to purchase for special events and other street closure activities, and \$700 for shared street signs, which also may be utilized for other shared street events.

Council Action:

For Discussion

Summary:

Staff seeks feedback on a proposed shared street pilot program on Greenleaf Street from McDaniel Avenue to Lake Shore Boulevard, i.e. the full length of Greenleaf Street in Evanston. Shared streets have barricades at intersections to limit vehicular traffic to local, neighborhood traffic only, as well as delivery and emergency vehicles. The presence of these barricades limits traffic and slows down vehicular use, making streets feel safer for pedestrians and people on bicycles. Signs on the barricades alert drivers to the presence of people walking, jogging, and bicycling and encourage drivers to slow down. There are no restrictions to parking on the shared street, so residents will still have full parking accommodations on Greenleaf.

Staff recommends a four-week-long pilot, approximately mid-July to mid-August. This will allow staff to test out a limited duration installation to get feedback from residents. If successful, the slow streets program could be expanded next year to other locations for longer durations.

Background

In 2020, communities across the U.S. piloted shared streets for people to social distance outside while walking, biking, and running. Common streets used for this type of treatment include those with typically lower vehicle volumes and lower speeds, like residential streets or streets with signed bicycle routes. Signs and barriers are placed at entry points to indicate that only local motor vehicles should access the street at a reduced speed. Delivery and emergency vehicles are also able to enter these streets without disruption.

Shared streets reduce traffic volumes and speed to allow people to bike, walk, and run safely. Creating shared streets supports the Climate Action and Resilience Plan goal to reduce vehicle miles traveled by increasing trips made by walking and bicycling. In 2020, the National Association of City Transportation Officials released guidance on the implementation of shared streets in an online publication: <https://nacto.org/publication/streets-for-pandemic-response-recovery/emerging-street-strategies/slow-streets/>

Demand

In 2020, U.S. non-electric bicycle sales increased by 62%, and electric bicycle sales increased by 144% compared to the same time period in 2019, according to the NPD group, which tracks retail trends. Local bicycle shops reported a 40% increase in bicycle service and repair compared to the previous year and noted that families said they felt safe biking on city streets for the first time due to lower traffic volumes. Creating shared streets with traffic calming devices will allow people to continue utilizing bicycling and walking as a primary transportation mode and recreational activity now that traffic is beginning to increase.