Planning & Development Committee
Minutes of September 11, 2006
Council Chambers – 6:00 p.m.
Evanston Civic Center


Staff Present:    J. Wolinski, J. Carroll, K. Cox, H. Hill, A. Jackson, J. Brownlee

Presiding Official:  Alderman Wynne

DECLARATION OF QUORUM

Chair Wynne called the meeting to order at 6:20 p.m.

APPROVAL OF THE MEETING MINUTES OF AUGUST 14, 2006

Ald. Wollin moved approval of the August 14, 2006 meeting minutes, seconded by Ald. Holmes. The vote was 8-0 in favor of the motion (Ald. Moran not yet present).

ITEMS FOR CONSIDERATION

Chair Wynne changed the order of the agenda to take a few less controversial issues before addressing the Kendall College Property issue.

(P6) Ordinance 93-O-06 – Zoning Ordinance Text Amendment, “C2 Special Uses”
This item was held at the request of the City Manager to be discussed at the September 25, 2006 meeting.

(P9) Ordinance 96-O-06 – Zoning Ordinance Text Amendment – Planned Development Submission Requirements
THIS ITEM WAS TRANSCRIBED BY COURT REPORTER LEGRAND REPORTING & VIDEO SERVICES, IN ACCORDANCE WITH THE KLAEREN RULES. PLEASE REFER TO THE TRANSCRIPT.

This item was approved 8-0 (Ald. Moran not yet present).

(P1) Ordinance 85-O-06 – Planned Development & Map Amendment – 2408 Orrington Avenue (Kendall College Property)
THIS ITEM WAS TRANSCRIBED BY COURT REPORTER LEGRAND REPORTING & VIDEO SERVICES, IN ACCORDANCE WITH THE KLAEREN RULES. PLEASE REFER TO THE TRANSCRIPT.

Summary:

Mr. Wolinski summarized all the changes and amendments made to the ordinance as listed in his memorandum before the Committee.  Ald. Wollin motioned to accept the amendments,
seconded by Ald. Jean-Baptiste. The vote was 6 in favor (Wollin, Jean-Baptiste, Bernstein, Wynne, Rainey, Hansen) and 3 voting nay (Holmes, Moran, Tisdahl).

Committee discussion followed. Ald. Tisdahl was against Section 13 and does not want it in the ordinance all together. She is concerned with the developer possibly selling to an institutional use if the planned development does not go forward. Mr. Buono responded, basically assuring that he has not intention after 3 years into this process to sell out. He intends to go forward as planned with the development.

Ald. Bernstein made a motion to include language that states the property is to become R1 immediately effective upon the approval of the map amendment. Ald. Wollin seconded the motion and the vote was 8 in favor and 1 voting nay (Moran).

Ald. Wollin moved approval of the main ordinance 85-O-06, seconded by Ald. Rainey. Ms. Szymanski went through the ordina nce findings for the Committee. Ald. Wollin moved to accept those findings and additional conditions in Section 8, seconded by Ald. Rainey. The vote was 9-0 in favor of the motion.

(P2) Appeal of the Preservation Commission Decision – 2408 Orrington, Kendall College
This item was transcribed by court reporter Legrand Reporting & video services, in accordance with the klaeren rules. Please refer to the transcript attached.

Ald. Wollin moved to accept the appeal and Certificate of Appropriateness, seconded by Ald. Tisdahl. The vote was 9-0 in favor of the motion.

(P3) Ordinance 98-O-06 – Amends Ordinance 97-O-77 (Kendall College Property)
This item was transcribed by court reporter Legrand Reporting & video services, in accordance with the klaeren rules. Please refer to the transcript attached.

This ordinance is in consideration of the amendment which vacated a portion of the north-south alley on the Kendall College property to delete requirement of restricting use of the vacated portion to parking and releasing the recorded covenant restricting said use.

Ald. Wollin moved approval, seconded by Ald. Jean-Baptiste. Ms. Szymanski brought attention to a typo on page 3. The vote was 9-0 in favor of the motion.

(P4) Ordinance 99-O-06 – Repeals Ordinance 80-O-06 (Kendall College Property)
This item was transcribed by court reporter Legrand Reporting & video services, in accordance with the klaeren rules. Please refer to the transcript attached.

This ordinance repeals Ordinance 80-O-06 which rezoned 721-735 Colfax, 2351 Sherman, and 2348 Orrington from U1 University zoning to U2 University zoning under the 1960 Zoning Ordinance and releasing a covenant which limited construction on the rezoned property to certain University uses.

Ald. Wollin moved approval, seconded by Ald. Hansen. The vote was 9-0 in favor of the motion.
Ms. Jackson gave a brief overview for the text amendment; specifically initiated to include the addition of retail establishments particularly those that allow for pet day care and grooming services within the I2 district. Ald. Tisdahl moved approval, seconded by Ald. Moran. The vote was 9-0 in favor of the motion.

Ordinance 97-O-06 – Amendments to the Residential Landlord and Tenant Ordinance
Ms. Paula Haynes introduced her Human Relations staff, Mr. Raphael Molinary and Mr. Camille Heath. She explained that there are three amendments that are being proposed. The first amendment pertains to requiring that all lease agreements be done in writing. Second amendment pertains to giving landlords the ability to terminate the rental agreements of problem tenants who fail to conduct themselves in a manner that disturbs a neighbor’s peaceful enjoyment. She said that typically the problematic behavior subsides during the 30-day notice given, however after that period of time, the problems and bad behavior returns and the landlord would have to come back with another 30-day notice. Ms. Haynes explained that this proposed amendment provides a valuable tool for landlords who have tenants with a continuing pattern to disregard their neighbors. Ald. Jean-Baptiste clarified that after the 30-days the landlord would then be able to file a complaint/notice to discontinue rental agreement and proceed with eviction notice if necessary. Ms. Haynes confirmed. Ald. Moran asked if the correction notice would come first and would there always be the 30-day correction notice period. Ms. Haynes responded that it would depend upon the nature of the disturbance. Ald. Moran was concerned if this gives the landlord too much discretion against the tenant. Chair Wynne agreed that this is not quite clear in the proposed ordinance. The Committee and staff discussed this further with Ms. Szymanski explaining the reasoning for this amendment concurs with the Police Department’s nuisance violation giving 30-days to correct or comply. The tenant usually rectifies the nuisance behavior within the 30-day period but goes back to the same disturbing activities after that time. She said that this results in the landlord having to go back and file another nuisance complaint giving the tenant another additional 30 days. Ms. Szymanski stated that this modification to the ordinance is designed to close that loophole. Chair Wynne requested that staff go back and review to include the needed language that needs to be added to clarify.

Ms. Haynes continued that the third proposed amendment pertains to landlords who fail to provide specific services. This amendment is intended to eliminate unsafe and dangerous situations and provides reasonable and practical solutions to the problem. She noted that the existing ordinance advises tenants to “procure reasonable amounts of heat, hot water, running water, gas and electricity during the time when a landlord is in noncompliance. She said the options that are being offered provide the tenant the opportunity to pay the costs, whether the service was disconnected for non-payment) or to make the necessary repairs to the basic operation of the utility service in question. In this case, if the tenant absorbs the costs associated with payment of repairs, these costs can be deducted from their rental payment. Discussion followed. Ald. Holmes understands that they can currently find out if water has been shut off because it is a City utility; however she is curious if they can obtain information or a list from other utility companies of locations where service has been shut off. Ms. Haynes responded that Comedy and NICOR will not give out that information because it is confidential. However, she assured that if any utility is shut off because the landlord has not paid, the majority of tenants will
call the City to report this activity. Ald. Rainey clarified that this amendment is only applicable for rental locations where the landlord pays the utility. Discussion followed as to what can be done for tenants in the situation where they are responsible for the utility payments and a shutoff occurs. Ald. Holmes was very concerned with this situation happening in light of the recent situation in Rogers Park where the tenant was without electricity for months and a fire resulted from burning candles. The Committee instructed staff to go back and review this matter as well.

Chair Wynne informed that this matter needs to be held for further discussion until the next meeting giving staff time to review the previous suggestions and clarify wording in the ordinance.

Ms. Betty Sue Ester expressed her concern for hardship on tenants if they cover the cost for paying a utility in the landlords default in payment or the cost of making any repairs. She feels it is unfair that the tenant will have to wait until the next month to be reimbursed.

**ADJOURNMENT**

The meeting was adjourned at 8:39 p.m.

Respectfully submitted,

Jacqueline E. Brownlee