

Village of Winthrop Harbor
President and Board of Trustees
Regular Board Meeting

October 15, 2019 - 7:00 PM

Municipal Building – 830 Sheridan Road – Winthrop Harbor, IL

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION & PLEDGE**
- 4. APPROVAL OF PREVIOUS MEETING MINUTES**
 - i. October 1, 2019 Regular Board Meeting Minutes
- 5. OLD BUSINESS**
 - i. An Ordinance Authorizing and Regulating the Legal Marketing of Recreational Cannabis
- 6. VILLAGE ADMINISTRATOR'S REPORT**
- 7. MAYOR'S REPORT**
 - i. EMS Valor Award - Assistant Chief Keenen Stone, Lieutenant Joshua Trice, Engineer Douglas Winston, Engineer Ayman Reffat, Firefighter/Paramedic Tyler Howard and Firefighter/Paramedic Joshua Keene
 - ii. Traffic Study – Sheridan Road Design Concept Coordination
 - iii. An Ordinance Adopting and Levying a Municipal Cannabis Retailers' Occupation Tax
- 8. CLERK'S CORRESPONDENCE**
- 9. NEW BUSINESS – COMMITTEE REPORTS**
 - A. Community Development*
 - i. An Ordinance Approving a Variance to Joseph J. Rushforth to Allow an Accessory Structure on a Residential Lot Without a Principal Building
 - B. Finance*
 - i. Accounts Payable Warrant 2019-11 in the Amount of \$156,506.44
 - ii. September 2019 Treasurer's Report
 - iii. Acceptance of Annual Financial Audit FY 18/19, Statements and Management Discussion and Analysis
 - iv. Request Approval to Enter Into an Agreement with Government Windows for Payment Processing Including POS (Point of Sale), Web and Phone, Initially for credit card Processing and Eventually Utility and Recreation Department Billing Among Others
 - C. Fire*
 - i. Approval of an Intergovernmental Agreement for Supplemental Medicaid Payments (Ground Emergency Medical Transportation)
 - D. Public Works*
 - i. An Ordinance to Extend a Sewer Recapture Ordinance for Dennis Crawford for an Additional 5 (five) Years.
 - E. Recreation*
 - i. A Motion to Approve an Extension of Existing Agreement with Stormwater Management Commission Through 12/31/20 or Until Grant Funding is Exhausted
- 10. PUBLIC HEARINGS**
- 11. UNFINISHED BUSINESS**
- 12. CLOSED SESSION** for any lawful purpose including but not limited to:
 - i. Appointment, employment, discipline, performance or dismissal of specific employees;

- ii. Collective Bargaining matters or consideration of salary schedules for one or more classes of employees;
- iii. Selection of person to fill a public office or discipline, performance or removal of the occupant of a public office where authorized to appoint or remove the official;
- iv. Purchase or lease of real property or setting of a price for sale or lease of municipal property;
- v. Review of closed session minutes
- vi. Litigation, pending or probable

13. OPEN SESSION

14. ADJOURNMENT

10/11/2019 "No vote may be taken on any item which has not been listed on the Agenda for the meeting. Any matter not specifically listed on this Agenda, or brought up under "Unfinished Business" may be discussed by Board members at this meeting, but a vote on the matter shall be postponed until the next Board Meeting".

Village of Winthrop Harbor
President and Board of Trustees Meeting
October 1, 2019
Village Hall Council Chambers

MINUTES

The meeting was called to order by Mayor Bruno at 7:00 PM

The following Elected Officials were present:

Mayor: Dr. Michael Bruno

Trustees: Buddy Hargett, John Levin, Robert Marabella, Dana McCarthy, Hartmut "Fritz" Weiss, Alanna Whitmore

Also present:

Douglas Durando, Attorney
Greg Jackson, Village Administrator
Julie Rittenhouse, Village Clerk
Justin Stried, Fire Chief
Joel Brumlik, Police Chief

The Invocation was led by Mayor Bruno, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

1 - A motion was made by Trustee Marabella and seconded by Trustee Weiss to approve the **September 17, 2019 Regular Meeting Minutes** as presented. Mayor Bruno declared the motion carried on the following roll call vote.

Ayes: (6) Hargett, Levin, Marabella, McCarthy, Weiss, Whitmore
Nays: (0)
Absent: (0)
Passed: (0)

OLD BUSINESS

Second Reading of an Ordinance Authorizing and Regulating the Legal Marketing of Recreational Cannabis

VILLAGE ADMINISTRATOR'S REPORT

- Still working on next year's fiscal budget including the capital improvement plan

Regular Board Meeting Minutes 10/01/19

- The Mayor has created a select committee on sustainability. The purpose of that committee is to be an advisory committee for the purposes of looking at best practices for the municipality as it relates to sustainability.
- The Fire Chief and Greg are continuing to work on the IGA with the Winthrop Harbor Fire District. Greg also met with the Chief and his command staff to discuss the concerns regarding staffing.
- Greg is looking at funding vehicles for the TIF Program
- Looking to change over our credit card acceptance system. It will permit us to use credit cards after hours at the Police and Recreation Departments. We will be saving \$8,000.00 per year.

MAYOR'S REPORT

Swearing in of New Full-time Police Officer – Richard “JR” Meehan

Chief Brumlik welcomed Officer Meehan and his family and read a brief bio on Office Meehan

Board Approval for the Placement of a Twin Tower Ground Zero Memorial by the Veterans of Foreign Wars Post 7448 at 38 Acre Park

2 - A motion was made by Trustee Marabella and seconded by Trustee Weiss to **Grant Permission for the Placement of a Twin Tower Ground Zero Memorial by the V.F.W. Post 7448 at 38 Acre Park.** Mayor Bruno declared the motion carried on the following roll call vote.

Leigh Gardella-Wood told the board that a piece of a wall (1 of only 17 throughout the U.S.) from 911 has been shipped to her house and is waiting for concrete and a camera to be installed at the V.F.W. Memorial at 38 Acre Park. We will be the only one in Illinois to have this.

Ayes: (6) Hargett, Levin, Marabella, McCarthy, Weiss, Whitmore
Nays: (0)
Absent: (0)
Passed: (0)

RESOLUTION 2019-R-23 A Resolution Appointing Gerry Woods to the Police Pension Board

3 - A motion was made by Trustee Marabella and seconded by Trustee Weiss to approve **Resolution 2019-R-23** as presented. Mayor Bruno declared the motion carried on the following roll call vote.

Ayes: (6) Hargett, Levin, Marabella, McCarthy, Weiss, Whitmore
Nays: (0)
Absent: (0)
Passed: (0)

Mayor's Select Committee of Sustainability – This committee is the first like it in this area. This has been put in our Newsletter in hopes we get feedback and people that would like to sit on this board.

CLERK'S CORRESPONDENCE

None Reported

NEW BUSINESS

Accounts Payable Warrant

4 - A motion was made by Trustee Weiss and seconded by Trustee Marabella to approve **Accounts Payable Warrant W2019-10** in the amount of **\$59,924.19**. Mayor Bruno declared the motion carried on the following roll call vote.

Ayes: (6) Hargett, Levin, Marabella, McCarthy, Weiss, Whitmore
Nays: (0)
Absent: (0)
Passed: (0)

Request Approval of a New Adult Zumba Class

5 - A motion was made by Trustee Whitmore and seconded by Trustee Marabella to approve **The Request of a New Adult Zumba Class** as presented. Mayor Bruno declared the motion carried on the following roll call vote.

Ayes: (6) Hargett, Levin, Marabella, McCarthy, Weiss, Whitmore
Nays: (0)
Absent: (0)
Passed: (0)

PUBLIC HEARINGS

Rich Coombe – 2120 11th Street – He invited the Board to the V.F.W. Breakfast on Sunday, October 6th from 8-11:30am. On October 13th the Honor Flight will be coming back. There are 23 Veterans on this flight. If you're free, come to North Chicago about 2pm, they should arrive about 3pm.

UNFINISHED BUSINESS

Trustee McCarthy – Police Department

- Thank you to the Police Department for the quarterly report
- Congratulations to Officer Meehan
- Thanked the Police Commission for their work. Glad to see that the lateral transfer system is working out and bring in high quality Officers

Trustee Whitmore – Recreation Department

- On-line registration for girls and boys youth basketball for 1st through 8th grade
- October teen night and costume contest will be held on October 11th at 7pm at the Schlader Building for grades 5th through 8th

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- Thanked everyone who came out to the Touch a Truck Event on September 21st. It rained but there was still a good turnout. Thanks to the Woods family, Whitmore's, Roger's, Fire, Police and everyone else who had vehicles as well.
- Thanks to everyone who came out last Saturday for the Parks and Recs clean-up at 38 Acre Park. Thanks to the Winthrop Harbor Queens, Ben Franklin Plumbing and Cub Scout Troop 667

Trustee Marabella – Public Works Department

- Branch pick-up starts this month. Every Monday in October.
- We've had a lot of rain and there's more coming. Public Works has done a good job keeping the drains cleared.

Mayor Bruno

- Last Thursday night, Chief Brumlik and Mayor Bruno attended the Kiwanis Dinner at Illinois Beach, recognizing Fire and Police. Thanked the Kiwanis Club. Police Officer Brian Gallaher and Firefighter Ayman Reffat were recognized.

ADJOURNMENT

6 - A motion was made by Trustee Weiss and seconded by Trustee Whitmore to adjourn the meeting. Mayor Bruno declared the meeting adjourned at 7:23pm on the following roll call vote:

Ayes: (6) Hargett, Levin, Marabella, McCarthy, Weiss, Whitmore
Nays: (0)
Absent: (0)
Passed: (0)

APPROVED:

DR. MICHAEL BRUNO, MAYOR

ATTEST:

JULIE RITTENHOUSE, VILLAGE CLERK

Note: This is not a verbatim record.

REQUEST FOR BOARD ACTION

Date Referred to the Board: September 11, 2019

Originating Department: Community Development



Subject Matter: An Ordinance Authorizing And Regulating The Legal Marketing Of Recreational Cannabis

Summary and Background: At the direction of the Village Board the Planning & Zoning Board met on September 10, 2019 to consider changes and additions to the Zoning Code to permit the cultivation, processing and dispensing of recreational cannabis within the village. The matter was considered under Docket # 02-PZB-19 and resulted in a 6-1(Levin) vote to recommend adopting the attached ordinance.

Financial Impact: Regulations that permit business activities related to recreational cannabis can have the effect of generating new revenue sources to support village operations and/or improvements.

Community/Neighborhood Impact: The recommendation was derived by considering existing land use/zoning regulation frameworks.

Documents Attached: A Proposed Ordinance Authorizing and Regulating the Legal Marketing of Recreational Cannabis

Staff Recommendation: Staff recommends.

Department Head Signature:  Date: September 11, 2019

Village Administrator Signature:  Date: Sept. 11, 2019

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND REGULATING
THE LEGAL MARKETING OF RECREATIONAL CANNABIS**

WHEREAS, the Village has long had in full force and effect a Municipal Code which includes a zoning code as chapter 154 thereof which establishes and maintains regulations for the purpose of improving and protecting the public health, safety, comfort, convenience and general welfare of the people as well as the use of land within the community; and

WHEREAS, the State of Illinois enacted the Cannabis Regulation and Tax Act (the Act), which pertains to the possession, use, cultivation, processing, transportation and dispensing of Recreational cannabis, which became effective June 25, 2019; and

WHEREAS, pursuant to the Act, the Village may enact reasonable zoning ordinances or resolutions not in conflict with the Act, regulating cannabis business establishments, including rules adopted governing the time, place, manner and number of cannabis business establishments, and minimum distance limitations between cannabis business establishments and locations the Village deems sensitive; and

WHEREAS, on August 13, 2019 the Village Board in Committee of the Whole referred a conceptual proposed amendment to the Municipal Code to the Planning and Zoning Board to codify potential regulations for Recreational cannabis facilities within the Village; and

WHEREAS, the Planning and Zoning Board conducted a public hearing, pursuant to due published notice as required by law, on September 10, 2019 and discussed a draft ordinance which would modify certain provisions of the Municipal Code to add a new chapter thereto containing overlay district regulations specific to the growing, processing and sale of cannabis; and

WHEREAS, the Planning and Zoning Board recommended approval of the proposed draft ordinance on September 10, 2019; and

WHEREAS, the Village Board takes note that a conditional use is the same as a special use. *Pioneer Tr. & Sav. Bank v. McHenry County*, 89 Ill. App. 2d 257, 268, 232 N.E.2d 816, 823 (2d Dist. 1967), *rev'd on other grounds*, 41 Ill. 2d 77, 241 N.E.2d 454 (1968), and that the Village's Zoning Code uses the term special use in lieu of conditional use; and

NOW, THEREFORE, BE IT ORDAINED by the Village Board of Trustees of the Village of Winthrop Harbor, Illinois as follows:

SECTION 1: Recitals. The recitals set forth above are incorporated herein.

SECTION 2: Cannabis Overlay Code Adoption. Chapter 154A is hereby added to the Winthrop Harbor Municipal Code and it shall hereafter read as set forth on Exhibit A hereto.

SECTION 3: The B-1 zoning district regulations set forth in Chapter 154 of the Winthrop Harbor Municipal Code are hereby amended by the addition of the following section 154.087:

§ 154.087 CONDITIONAL/SPECIAL USES: The following special uses relating to recreational cannabis may be permitted in specific situations in accordance with the procedures outlined in the Cannabis Overlay Code, Chapter 154A of this Title, as appropriate:

- Recreational Cannabis Dispensing Organization.
- Recreational Cannabis Craft Grower.
- Recreational Cannabis Infuser Organization.
- Recreational Cannabis Processing Organization.
- Recreational Cannabis Transporting Organization.

SECTION 4: Subsection (B) of Section 154.085 describing the standards within the B-1 zoning district regulations is hereby amended and it shall hereafter read as follows (additions underlined, deletions ~~stricken~~):

§ 154.085(B) All business establishments shall be retail or service establishments dealing directly with consumers. All goods produced on the premises shall be sold on the premises where produced. Notwithstanding the foregoing, duly licensed Recreational Cannabis Craft Growers and Recreational Cannabis Infuser Organizations may produce products on the licensed premises for sale at other locations permitted by the Cannabis Regulation and Tax Act (P.A. 101-0027), consistent with any terms and conditions within the business' applicable Conditional Use Permit.

SECTION 5: The B-2 zoning district regulations set forth in Chapter 154 of the Winthrop Harbor Municipal Code are hereby amended by the addition of the following section 154.097:

§ 154.097: CONDITIONAL/SPECIAL USES: The following special uses relating to recreational cannabis may be permitted in specific situations in accordance with the procedures outlined in the Cannabis Overlay Code, Chapter 154A of this Title, as appropriate:

- Recreational Cannabis Dispensing Organization.
- Recreational Cannabis Craft Grower.
- Recreational Cannabis Infuser Organization.
- Recreational Cannabis Processing Organization.
- Recreational Cannabis Transporting Organization.

SECTION 6: Subsection (C) of Section 154.095 describing the standards within the B-2 zoning district regulations is hereby amended and it shall hereafter read as follows (additions underlined, deletions ~~stricken~~):

§ 154.095 (C) All business establishments shall be retail or service establishments dealing directly with consumers. All goods produced on the premises shall be sold on the premises where produced. As a function of a permitted use, outdoor cafe dining and beer gardens are permitted, subject to the regulations provided in § 110.25 and § 110.31 of this code. Notwithstanding the foregoing, duly licensed Recreational Cannabis Craft Growers and Recreational Cannabis Infuser Organizations may produce products on the licensed premises for sale at other locations permitted by the Cannabis Regulation and Tax Act (P.A. 101-0027), consistent with any terms and conditions within the business' applicable Conditional Use Permit.

SECTION 7: The B-3 zoning district regulations set forth in Section 154.107 of the Winthrop Harbor Municipal Code are hereby amended by the addition of the following subsection C:

§ (C) **RECREATIONAL CANNABIS:** The following special uses relating to recreational cannabis may be permitted in specific situations in accordance with the procedures outlined in the Cannabis Overlay Code, Chapter 154A of this Title, as appropriate:

Recreational Cannabis Dispensing Organization.

Recreational Cannabis Craft Grower.

Recreational Cannabis Infuser Organization.

Recreational Cannabis Processing Organization.

Recreational Cannabis Transporting Organization.

SECTION 8: Subsection (B) of Section 154.106 describing the standards within the B-3 zoning district regulations is hereby amended and it shall hereafter read as follows (additions underlined, deletions ~~stricken~~):

§ 154.106(B) All ground floor business establishments shall be retail or service establishments dealing directly with customers. Notwithstanding the foregoing, duly licensed Recreational Cannabis Craft Growers and Recreational Cannabis Infuser Organizations may produce products on the licensed premises for sale at other locations permitted by the Cannabis Regulation and Tax Act (P.A. 101-0027), consistent with any terms and conditions within the business' applicable Conditional Use Permit.

SECTION 9: The Downtown Form Based Code zoning district regulations set forth in Section 154.078(C)(1)(e) of the Winthrop Harbor Municipal Code are hereby amended and it shall hereafter read as follows (additions underlined, deletions ~~stricken~~):

(e) Requires a special use permit. These uses require a special use permit (refer to §§ 154.280 through 154.286 Special Use Regulations) in order to occur in the districts in which they are listed and must follow any applicable development standards associated with the use as well as meet the requirements of the special use. Uses requiring a special use permit are defined in Table (C)(2) 1. Permitted Use Table. Special uses relating to

Recreational Cannabis require compliance with the procedures outlined in the Cannabis Overlay Code, Chapter 154A of this Title.

SECTION 10: The Use Requirements of retail uses set forth in Section 154.078(C)(c) of the Winthrop Harbor Municipal Code is hereby amended by the addition the following subsection (4):

4. Recreational Cannabis Dispensing Organization. A licensed recreational cannabis infusing organization may produce products on the licensed premises for sale at other locations permitted by the Cannabis Regulation and Tax Act (P.A. 101-0027), consistent with any terms and conditions within the business' applicable Conditional Use Permit.

SECTION 11: The Use Requirements of service uses set forth in Section 154.078(C)(d) of the Winthrop Harbor Municipal Code is hereby amended by the addition the following subsection (4):

4. Recreational Cannabis Infusing Organization. A licensed recreational cannabis infusing organization may produce products on the licensed premises for sale at other locations permitted by the Cannabis Regulation and Tax Act (P.A. 101-0027), consistent with any terms and conditions within the business' applicable Conditional Use Permit.

SECTION 12: The description of uses set forth in Table 154.078(C)(2)(1) of the Winthrop Harbor Municipal Code is hereby amended by the addition of Recreational Cannabis Dispensing Organization and by the addition of Recreational Cannabis Infuser Organization as special uses in DT-1, DT-2 and DT-3 zoning Districts.

SECTION 13: The List of Typical Uses in Retail set forth in Section Table 154.078(C)(3)(1) of the Winthrop Harbor Municipal Code is hereby amended by the addition of Recreational Cannabis Dispensing Organization under Neighborhood Retail.

SECTION 14: The List of Typical Uses in Service set forth in Section Table 154.078(C)(3)(2) of the Winthrop Harbor Municipal Code is hereby amended by the addition of Recreational Cannabis Infuser Organization under Neighborhood Service.

SECTION 15: The I-1 zoning district regulations set forth in Chapter 154 of the Winthrop Harbor Municipal Code are hereby amended by the addition of the following section 154.122:

§ 154.122 CONDITIONAL/SPECIAL USES: The following special uses relating to recreational cannabis may be permitted in specific situations in accordance with the procedures outlined in the Cannabis Overlay Code, Chapter 154A of this Title, as appropriate:

Recreational Cannabis Craft Grower Organization.

Recreational Cannabis Dispensing Organization.

Recreational Cannabis Infuser Organization.

Recreational Cannabis Processing Organization.

Recreational Cannabis Transporting Organization.
Recreational Cannabis Cultivation Organization.

SECTION 16: Subsection (B) of Section 154.120 describing the standards within the I-1 zoning district regulations is hereby amended and it shall hereafter read as follows (additions underlined, deletions ~~stricken~~):

(B) No retail sales or services shall be permitted except as incidental or accessory to a permitted use. Notwithstanding the foregoing, retail sales of cannabis and related products by a duly licensed recreational cannabis dispensing organization shall be permitted, consistent with any terms and conditions of the business' applicable Conditional Use Permit.

SECTION 17. Severability. If any provision of this Ordinance or application thereof to any person or circumstances 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 18. Effective Date. This Ordinance shall be in full force and effect upon its passage and approval as required by law, provided that the actual possession, use, growing, processing, transportation, or sale of cannabis within the Village is authorized by the Act and this adopted code only on and after January 1, 2020.

ADOPTED THIS _____ day of _____, 20____.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

APPROVED THIS _____ day of _____, 20____.

Mayor Dr. Michael Bruno

ATTEST:

Village Clerk Julie Rittenhouse

Exhibit A - Chapter 154A

RECREATIONAL CANNABIS MERCANTILE REGULATIONS.

§ 154A.001. Purpose and Applicability. It is the intent and purpose of this section to provide regulations regarding the cultivation, processing and dispensing of Recreational cannabis occurring within the corporate limits of the Village of Winthrop Harbor, Illinois. Such facilities shall comply with all regulations provided in the Cannabis Regulation and Tax Act (P.A. 101-0027) (the Act), as it may be amended from time-to-time, and regulations, promulgated thereunder, and the regulations provided below. In the event that the Act is amended, the more restrictive of the state or local regulations shall apply.

§ 154A.002: Definitions. The following terms shall have the meanings set forth hereinbelow:

RECREATIONAL CANNABIS BUSINESS ESTABLISHMENT: A Recreational cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

RECREATIONAL CANNABIS CRAFT GROWER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

RECREATIONAL CANNABIS CULTIVATION CENTER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

RECREATIONAL CANNABIS DISPENSING ORGANIZATION: A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

RECREATIONAL CANNABIS INFUSER ORGANIZATION OR INFUSER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

RECREATIONAL CANNABIS PROCESSING ORGANIZATION OR PROCESSOR: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

RECREATIONAL CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER: An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

§ 154A.003. Conditional Use, Review Fee. Recreational Cannabis Business Establishment facilities, as defined herein, requiring approval of a conditional use in the respective districts in which they are requested shall be processed in accordance with §§154.283, 154.284, and 154.285 of this Title and §154A.004. The fee charged by the Village for reviewing any application for a Conditional Use Permit under this section shall be \$5,000.00.

§ 154A.004. Recreational Cannabis Facility Components. In determining compliance with §§ 154.283, 154.284 and 154.285 (Conditional/Special Uses) of this Title, the following components of the Recreational Cannabis Facility shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of the properties:

- 4.1 Impact of the proposed facility on existing or planned uses located within the vicinity of the subject property.
- 4.2 Proposed structure in which the facility will be located, including co-tenancy (if in a multi-tenant building), total square footage, security installations/security plan and building code compliance.
- 4.4 Hours of operation and anticipated number of customers/employees.
- 4.4 Anticipated parking demand based on § 154.185 and available private parking supply.
- 4.5 Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways.
- 4.6 Site design, including access points and internal site circulation.
- 4.7 Proposed signage plan.
- 4.8 Compliance with all requirements provided in § 154A.005, § 154A.006, § 154A.007, § 154A.008, § 154A.009, or § 154A.010, as applicable.
- 4.9 Compliance with the Village's Site Plan Review procedures as provided for in §§154.297 and 154.298.

- 4.10 Other criteria determined to be necessary to assess compliance with §§ 154.283, 154.284 and 154.285 of this Title.

§ 154A.005. Recreational Cannabis Craft Grower: In those zoning districts in which a Recreational Cannabis Craft Grower may be located, the proposed facility must comply with the following:

- 5.1 Facility may not be located within 1,000 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, licensed child care facility, public park, public library, recreational center or arcade other than one licensed to operate Video Gaming Terminals and which prohibits access to persons under age 21 years. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section.
- 5.2 Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- 5.3 For purposes of determining required parking, Recreational Cannabis Craft Grower shall be classified under § 154.185(B)(1), provided, however, that the Village may require that additional parking be provided as a result of the analysis completed through § 154A.003 and § 154A.004.
- 5.4 Petitioner shall file an affidavit with the Village affirming compliance with this section.

§ 154A.006. Recreational Cannabis Cultivation Center: In those zoning districts in which a Recreational Cannabis Cultivation Center may be located, the proposed facility must comply with the following:

- 6.1 Facility may not be located within 1,000 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, licensed child care facility, public park, public library, recreational center or arcade other than one licensed to operate Video Gaming Terminals and which prohibits access to persons under age 21 years. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section.
- 6.2 Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- 6.3 For purposes of determining required parking, Recreational Cannabis Cultivation Center shall be classified as a manufacturing use per § 154.185(B)(7), provided, however, that the Village may require that additional parking be provided as a result of the analysis completed through § 154A.003 and § 154A.004.
- 6.4 Petitioner shall file an affidavit with the Village affirming compliance with this section.

§ 154A.007. Recreational Cannabis Dispensing Organization: In those zoning districts in which a Recreational Cannabis Dispensing Organization may be located, the proposed facility must comply with the following:

- 7.1 Facility may not be located within 1,000 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, licensed child care facility, public park, public library, recreational center or arcade other than one licensed to operate Video Gaming Terminals and which prohibits access to persons under age 21 years. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section.
- 7.2 Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- 7.3 At least 75% of the floor area of any tenant space occupied by a dispensing organization shall be devoted to the activities of the dispensing organization as authorized by the Act.
- 7.4 Facility may be issued a permit to host on-site consumption of cannabis if located in a freestanding structure occupied solely by the dispensing organization and smoke from the facility does not migrate into an enclosed area where smoking is prohibited. The security plan for the facility required by § 154A.010 (Additional Requirements) shall also reflect adequate provisions to respond to disruptive conduct and over-consumption. The on-site consumption permit shall be reviewed annually and may be suspended or revoked by the Mayor following not less than three (3) days' notice and an evidentiary hearing, provided that the permittee may appeal such action to the Village Board as a final administrative remedy.
- 7.6 For purposes of determining required parking, said facility shall be classified under § 154.185(B)(1), provided, however, that the Village may require that additional parking be provided as a result of the analysis completed through § 154A.003 and § 154A.004.
- 7.7 Petitioner shall file an affidavit with the Village affirming compliance with this section.

§ 154A.008. Recreational Cannabis Infuser Organization: In those zoning districts in which a Recreational Cannabis Infuser Organization may be located, the proposed facility must comply with the following:

- 8.1 Facility may not be located within 1,000 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, licensed child care facility, public park, public library, recreational center or arcade other than one licensed to operate Video Gaming Terminals and which prohibits access to persons under age 21 years. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section.
- 8.2 Facility may not conduct any retail sales.
- 8.3 At least 75% of the floor area of any tenant space occupied by an infusing organization shall be devoted to the activities of the infusing organization as authorized by the Act. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.

- 8.4 For purposes of determining required parking, said facilities shall be classified as a manufacturing use per § 154.185(B)(7), provided, however, that the Village may require that additional parking be provided as a result of the analysis completed through § 154A.003 and § 154A.004.
- 8.5 Petitioner shall file an affidavit with the Village affirming compliance with this section.

§ 154A.009. Recreational Cannabis Processing Organization: In those zoning districts in which a Recreational Cannabis Processing Organization may be located, the proposed facility must comply with the following:

- 9.1 Facility may not be located within 1,000 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, licensed child care facility, public park, public library, recreational center or arcade other than one licensed to operate Video Gaming Terminals and which prohibits access to persons under age 21 years. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section.
- 9.2 Facility may not conduct any retail sales.
- 9.3 At least 75% of the floor area of any tenant space occupied by a processing organization shall be devoted to the activities of the processing organization as authorized by the Act. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- 9.4 For purposes of determining required parking, said facilities shall be classified as a manufacturing use per § 154.185(B)(7), provided, however, that the Village may require that additional parking be provided as a result of the analysis completed through § 154A.003 and § 154A.004.
- 9.5 Petitioner shall file an affidavit with the Village affirming compliance with this section.

§ 154A.010. Recreational Cannabis Transporting Organization: In those zoning districts in which a Recreational Transporting Organization may be located, the proposed facility must comply with the following:

- 9.1 Facility may not be located within 1,000 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, licensed child care facility, public park, public library, recreational center or arcade other than one licensed to operate Video Gaming Terminals and which prohibits access to persons under age 21 years. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section.
- 9.2 Facility may not conduct any retail sales.
- 9.3 The transporting organization shall be the sole use of the tenant space in which it is located. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.

- 9.4 For purposes of determining required parking, said facilities shall be classified as a manufacturing use per § 154.185(B)(7), provided, however, that the Village may require that additional parking be provided as a result of the analysis completed through § 154A.003 and § 154A.004.
- 9.5 Petitioner shall file an affidavit with the Village affirming compliance with this section.

§ 154A.011. Additional Requirements: Petitioner shall install building enhancements, such as security cameras, lighting or other improvements, as set forth in the conditional use permit, to ensure the safety of employees and customers of the recreational cannabis business establishments, as well as its environs. Said improvements shall be determined based on the specific characteristics of the floor plan for a Recreational Cannabis Business Establishment and the site on which it is located, consistent with the requirements of the Act.

§ 154A.012. Co-Location of Cannabis Business Establishments. The Village Board may approve the co-location of a Recreational Cannabis Dispensing Organization with a Recreational Cannabis Craft Grower Center or a Recreational Cannabis Infuser Organization, or both, subject to the provisions of the Act and the Conditional Use criteria of § 154A.003 and § 154A.004. In a co-location, the floor space requirements of § 154A.007.3 and § 154A.008.3 shall not apply but the co-located establishments shall be the sole use of the tenant space.

REQUEST FOR BOARD ACTION



Date Referred to the Board: October 15, 2019

Originating Department: Administration

Subject Matter: Traffic Study – Sheridan Road Design Concept Coordination

Summary and Background: The Village has previously investigated a reduced roadway cross section along Sheridan Road to provide improved sidewalks, landscaping, and streetscaping. The tasks for this project will be to obtain solid traffic counts, conduct an intersection capacity analysis at 7th Street and Sheridan Road, and advocate to IDOT potential changes along the roadway to benefit the Village. This project falls within the newly developed TIF District.

Financial Impact: The stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out of pocket expenses, including travel costs, not to exceed \$3,800.00. These services will be charged to 01-13-4530 (Public Works Other Professional/Inspection Services) with a "Due To" from the TIF Fund (fund 07).

Community/Neighborhood Impact: None

Documents Attached: Baxter Woodman Letter of Engagement with Scope of Services and Statement of Standard Terms and conditions.

Staff Recommendation: It has been communicated to staff that IDOT is amenable to discussions regarding the narrowing of Sheridan Road. However, our engineer has communicated that discussions will only begin once quantitative data is gathered from a traffic study of the corridor being considered. It is recommended that the Village Board approve this agreement. Work will begin immediately and data collection and analysis submitted to the Village by no later than year's end.

Department Head Signature: Gregory Jackson Date: 10/9/19

Village Administrator Signature: Gregory Jackson Date: 10/9/19

October 7, 2019

Mr. Greg Jackson
Village Administrator
Village of Winthrop Harbor
830 Sheridan Road
Winthrop Harbor, IL 60096

Subject: Village of Winthrop Harbor – Sheridan Road Design Concept Coordination

Dear Mr. Jackson,

Baxter & Woodman, Inc. is pleased to provide services for coordinating potential changes along Sheridan Road. The Village is requesting these services to explore a reduced roadway width along Sheridan Road with the goal of providing a more business and pedestrian friendly environment.

Project Summary

The Village has previously investigated a reduced roadway cross section along Sheridan Road to provide improved sidewalks, landscaping, and streetscaping. The tasks for this project will be to obtain solid traffic counts, conduct an intersection capacity analysis at 7th Street and Sheridan Road, and advocate to IDOT potential changes along the roadway to benefit the Village.

Scope of Services

The following outlines our scope of services and engineering fee:

- A. Obtain intersection traffic counts and turning movements using Miovision camera technology.
- B. Conduct an intersection capacity analysis to further justify the change in roadway cross section and ensure adequate performance of the intersection.
- C. Evaluate the data and capacity results to build a case to IDOT for revising the roadway cross section along the Sheridan Road. Submit a request to IDOT to consider Village changes within this corridor.
- D. Coordinate and conduct a meeting with IDOT towards the reconfiguration of Sheridan Road. Explore potential jurisdictional transfer of the roadway, if required, to make changes within this corridor.

Schedule

We estimate that the work will be completed by the end of December, 2019.

Engineering Fee

Our engineering fee for the stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs, which in total will not exceed \$3,800.

Thank you for the opportunity to submit our proposal for this project. Upon your written authorization to proceed, we will begin working immediately. Please contact me if you should have any questions or need additional information.

The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.**

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Matthew D. Washkowiak, P.E.
Vice President

VILLAGE OF WINTHROP HARBOR, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation: Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability: \$1 million per claim	Professional Liability:	\$5 million per claim
\$2 million aggregate		\$5 million aggregate
Automobile Liability: \$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.

ORDINANCE 2019 – O – _____

**AN ORDINANCE ADOPTING AND LEVYING A MUNICIPAL CANNABIS
RETAILERS' OCCUPATION TAX**

WHEREAS, the Village of Winthrop Harbor (“*Village*”) is a non-home rule municipality located in Lake County, Illinois; and

WHEREAS, the enactment of Public Act 101-0027 created the Cannabis Regulation and Tax Act (the “*Act*”), regulating the cultivation, sale, possession, and consumption of cannabis in Illinois; and

WHEREAS, the Act authorizes the Village to impose a tax upon all persons engaged in the business of selling cannabis (other than cannabis purchased under the Compassionate Use of Medical Cannabis Program Act) at retail in the Village on the gross receipts from these sales made in the course of that business; and

WHEREAS, the Act authorizes the Village to impose this tax in an amount not to exceed 3% of the gross receipts from these sales and may only be imposed in .25% increments; and

WHEREAS, the Act currently provides that if an ordinance imposing such a tax is filed with the Illinois Department of Revenue on or before the first day in June, the Department will proceed to administer and enforce the tax as of the first day of September next following the adoption and filing, however as of the date of adoption of this Ordinance, it appears possible that the Act may be modified to allow an earlier collection of such a tax; and

WHEREAS, based on the recently adopted Act, the Corporate Authorities of the Village have determined that it is in the best interest of the health, safety, and welfare of the Village and its residents to impose a 3% tax on the gross receipts from taxable sales of cannabis under the Law;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND VILLAGE BOARD OF THE VILLAGE OF WINTHROP HARBOR, LAKE COUNTY, ILLINOIS, as follows:

SECTION 1. **RECITALS.** The recitals listed above are incorporated into this Ordinance as if fully set forth in this Section 1.

SECTION 2. **AMENDMENT OF CHAPTER 99.** Chapter 99 of the Winthrop Harbor Municipal Code, entitled “Taxation,” is hereby amended to add the following new sections 99.40 and 99.41 imposing a cannabis retailers’ occupation tax consistent with PA 101-0027, which shall hereafter read as follows:

CANNABIS RETAILERS' OCCUPATION TAX

99.40: *Tax Imposed.* A tax is hereby imposed upon all persons engaged in the business of selling cannabis at retail at the rate of 3% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. This Municipal Cannabis Retailers' Occupation Tax shall not be applicable to the

sales of cannabis purchased under the Compassionate Use of Medical Cannabis Program Act. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-22 of the Illinois Municipal Code (65 ILCS 5/8-11-22). Persons subject to any tax imposed under this Ordinance may reimburse themselves for their tax liability hereunder by separately stating this tax as an additional charge, which charge may be stated in combination, in a single amount, with any State tax that such sellers are required to collect.

99.41 Collection Of Tax. The tax hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce this Ordinance; to collect all taxes and penalties due hereunder; to dispose of taxes and penalties so collected in the manner provided by law; and to determine all rights to credit memoranda arising on account of the erroneous payment of tax or penalty under this Ordinance.

SECTION 3. **FILING.** The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before October 31, 2019.

SECTION 4. **SEVERABILITY.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 5. **EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that the tax provided for herein shall take effect for all sales on and after June 1, 2020, or sooner than that if provided for by amendatory act or other law.

PASSED and APPROVED this ___ day of _____, 2019.

Dr. MICHAEL BRUNO, Mayor

ATTEST:

JULIE RITTENHOUSE, Clerk

REQUEST FOR BOARD ACTION

Date Referred to the Board: October 9, 2019



Originating Department: Community Development

Subject Matter: An Ordinance Approving A Variance To Joseph J. Rushforth To Allow An Accessory Structure On A Residential Lot Without A Principal Building

Summary and Background: At the October 8/19 meeting of the Planning & Zoning Board Docket # 03-PZB-19 was heard, which included a request for a variance to build a shed on a vacant residential property without a principal structure. The village zoning code requires a principal structure to be built on a property before an accessory structure. The property owner contends that he does not intend to develop the parcel of land with a principal structure and that he wishes only to build a shed to house equipment used in the maintenance of the vacant lot. After hearing testimony, the PZB voted 6-1 (Braden) to approve the request with the conditions that no more than 1 shed be permitted on the parcel, that the size of the shed not exceed 250 square feet and that any materials and/or equipment stored in the shed must be owned by the property owner and must be used for the purpose of maintaining the property.

Financial Impact: None apparent.

Community/Neighborhood Impact: Notice was published in the newspaper and mailed to abutting property owners. No members of the public were present or provided testimony on the matter.

Documents Attached: Ordinance including a copy of the Variance Application and Supporting Documents for Docket # 03-PZB-19

Staff Recommendation: Staff recommends.

Department Head Signature: _____ Date: October 10, 2019

Village Administrator Signature: Gregory Jackson Date: 10/10/19

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A VARIANCE TO JOSEPH J. RUSHFORTH
TO ALLOW AN ACCESSORY STRUCTURE ON A RESIDENTIAL
LOT WITHOUT A PRINCIPAL BUILDING
(FILE NO. 03-PZB-19)**

WHEREAS, Joseph J. Rushforth, is the owner of certain property located within the Village of Winthrop Harbor, commonly known as 1311 East Broadway, PIN 04-16-101-064, which property is legally described as set forth on the plat of survey attached as Exhibit A hereto, and which property is hereafter described as the “Subject Property”, and

WHEREAS, Joseph J. Rushforth, (“Petitioner”), has petitioned the Village for approval of a variance from the Village’s Zoning Code in order to construct a garden shed upon his otherwise unimproved vacant residential lot in order to store the garden tractor and other outdoor equipment necessary for the maintenance of the property. The requested variance is necessary because the Zoning Code generally allows sheds as accessory uses only to principal residential buildings in residential zoning districts, and a true copy of his petition is attached as Exhibit B hereto, and

WHEREAS, the Combined Planning Commission and Zoning Board (“PZB”) conducted a public hearing, following notification as required by law, on October 8, 2019, and

WHEREAS, following testimony from the petitioner, Staff and the public, the PZB concluded with a 6 -1 vote in favor of a positive recommendation on the request, and

WHEREAS, the Village Board has received the recommendations of the PZB, and has duly deliberated upon the issues and it thereupon makes the following factual findings:

1. The proposed use of the subject property will not materially affect any other property, will not impose any hardship to anyone else and will only marginally create a non-conforming use, given the size of the large parcel of land and the small footprint of the proposed shed.
2. The particular physical surroundings of the specific property involved result in a practical difficulty or hardship upon or for the owner if the strict letter of the regulations were carried out in that the property is:
 - a. a reasonably remote piece of property;
 - b. a fairly sizable parcel;

- c. maintained in a park-like condition requiring significant effort, expense and equipment;
 - d. adjacent to a regional trail making the property inviting to trespassers, especially given its physical beauty and park-like condition; and
 - e. in need of continual maintenance using expensive equipment which in turn needs to be safely housed.
3. The conditions outlined above create a Special Condition not generally applicable to other property within the same zoning classification.
 4. The purpose of the variation is not based exclusively upon a desire to make more money out of the property.
 5. The hardship was not created by the property owner.
 6. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements.
 7. The proposed variation will not adversely impact the adequate supply of light and air to adjacent property, increase traffic, endanger public safety or diminish or impair neighborhood property values.
 8. Nothing herein should be considered to grant any other variance from the Zoning Code, and in particular, no right to use the Subject Property for any commercial purpose whatsoever is hereby granted; rather the same is affirmed as unlawful.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WINTHROP HARBOR, ILLINOIS, AS FOLLOWS:

SECTION ONE. The Mayor and Board of Trustees of the Village of Winthrop Harbor hereby find the facts as stated in the preamble hereof are true and correct and said findings are made a part of this Resolution.

SECTION TWO. The request for a zoning variance is granted, subject to strict compliance with the following specific conditions:

1. The construction of one (1) new garden shed on the Subject Property in the location designated on the plat of survey attached as Exhibit A is permitted.
2. The shed shall be constructed in substantial compliance with the building plans submitted by the Petitioner and attached as Exhibit C hereto, and in no instance shall it occupy a space larger than 250 square feet in size.

3. The shed shall be used only for storage of materials and equipment necessary for the maintenance of the property and all such materials and equipment shall be owned by the owner of the property and no other person or entity.
4. Expansion of this permitted nonconforming use is prohibited without compliance with the applicable provisions of the Zoning Code.
5. Any commercial use of the Subject Property is prohibited.

SECTION THREE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

YEAS: _____

NAYS: _____

ABSENT: _____

PASSED and APPROVED this ___ day of _____, 2019.

Dr. MICHAEL BRUNO, Mayor

ATTEST:

JULIE RITTENHOUSE, Clerk

APPLICATION REQUESTING A ZONING VARIATION

DO NOT WRITE IN THIS SPACE, VILLAGE USE ONLY

Date of Application: 9-17-19 Existing Zoning: R-5
 Fee Received: \$150.00 Date, Public Hearing: 10-9-2019
 Receipt Number: Date, Notice Published: 9-21-2019
 Received By: Celia Finding, Plan Commission:
 Rec'd. Bldg Commissioner: Action, Plan Commission:
 Variation Requested: 154.010(A) + Action, Village Board:
154.010(B)(1) + (2)

Applicant - Please PRINT or TYPE information below. Applicant must also include in this request: 1) the existing survey of the lot, 2) a copy of deeded property (applicant is record owner), 3) Trust/Corporation (supported document of disclosure), and 4) Joint Purchase (copy of contract purchase with sale price blocked out). Additional pages may be added if you run out of room on this form.

I GENERAL INFORMATION

Name of Applicant(s) Joseph J. Rushforth Phone 847-363-4828
 Mailing Address 921 Wheeler Ct, Libertyville IL 60048
 Name of Agent/Attorney N/A Phone N/A
 Mailing Address N/A
 Name of Owner Joseph J. Rushforth Phone 847-363-4828
 Mailing Address 921 Wheeler Ct, Libertyville IL 60048
 Relationship of Applicant to Property owner

II PROPERTY

Location of Property:
 Street Address: 1311 East Broadway Ave, Winthrop Harbor IL 60096
 Real Estate Index Number: 04-16-101-064

Is any lawsuit or legal action pending against the property? YES NO X

If YES, explain the details:

Current occupancy / use of property vacant land
 Current zoning classification of property R-5 Rural Subdivision
 Character and occupancy uses of adjacent properties within 500 feet Houses with over
one acre of property each, and the Robert McClory
Bike Path

Have there been previous Appeal Actions involving the property in question?
YES _____ NO If YES, state date of action, details and ruling _____

Have a building permit or Occupancy Permit ever been denied or revoked?
YES _____ NO If YES, state date of action, details and ruling _____

DESCRIBE THE VARIATION REQUESTED: To allow building of a shed for storage on a vacant lot without the building of a principle structure.

III. REASONS FOR THE REQUEST

Listed below are the Standards of Variations. You should “make your case” by explaining how your proposed request satisfies each of the standards listed below.

Please note that the Planning & Zoning Board cannot recommend a variance to the Village Board of Trustees unless it, in each specific case, makes findings of fact, based upon the evidence presented to it, which supports the conclusion that all standards have been satisfied.

Please use the space provided to DESCRIBE briefly your supporting evidence and conclusions. Attach photographs, surveys, drawings or additional sheets if desired.

1. The particular physical surroundings, shape, or topographical condition of the specific property involved which result in a practical difficulty or particular hardship upon or for the owner, lessee, or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

Describe briefly your supporting evidence:

Property does not provide cover or protection from theft for equipment needed on site to care for the land.

2. The conditions upon which the petition for a variation is based are unique and would not be generally applicable to other property within the same zoning classification.

Describe briefly your supporting evidence:

Owner used to live in a house on adjacent property. Owner now lives about 30 minutes away, but desires to continue caring for the property for self and the visual benefit of neighbors.

- ✓ 3. The purpose of the variation is not based exclusively upon a desire to make more money out of the property.

Describe briefly your supporting evidence:

Purpose of variation request is solely to provide protection for equipment used to care for the land.

4. The alleged difficulty of hardship has not been created by any person presently having an interest in the property.

Describe briefly your supporting evidence:

Equipment used to be stored in a shed on an adjacent property. That property has been sold and storage access is no longer available.

5. The granting of the variation will not be materially detrimental to the public welfare or injurious to other property or improvements in which the property is located.

Describe briefly your supporting evidence:

Variation to build a shed will not negatively affect neighboring properties or potential improvements on the same property - no shading, run-off, etc. Shed will be constructed of cedar, not potentially toxic materials.

6. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Describe briefly your supporting evidence:

Variation will not decrease light or air to adjacent properties, due to location away from property lines. Shed is for use by owner only, so will not increase traffic. Providing storage cover for equipment will increase public safety, and is not expected to affect neighborhood property values.

Please use this additional space to add any other pertinent information you may wish to include in this application.

Applicant has owned ~~the~~ property since 1974. Shed
access was available until 2017, on a portion of
the property sold to family. That portion sold when
family members deceased

I (we) certify under penalties of perjury that all of the above statements and the statements contained in any papers or plans, specifications or exhibits attached hereto are true to the best of my (our) knowledge and belief.

(Signature) Applicant (Date)

Joseph J. Ruszforth 9-17-19
(Signature) Owner (Date)

(Signature) Owner (Date)

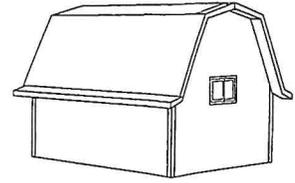
Items Selected:

- 12' Gambrel EZ Build Frame
- 3/4" Treated Plywood Floor Sheathing
- 12' Wide X 16' Deep
- 8" Cedar Lap Siding
- 1/2" 3 Ply Plywood Wall Sheathing
- 12" gable/12" eave overhangs
- 40 Year Exposed Fastener Panel Roofing
- Emerald Green
- Tan Steel Roof Trim
- Colored roof screws installed on rib
- Economy Vented Closure Strip
- Tan Steel Soffit & Fascia
- Tan Steel Roof Edge
- Cedar Overhead Door Jamb

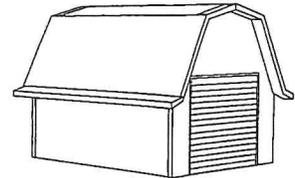
Options Selected:

- The options you have selected are:
- 1 - 36x24 Window - White Vinyl Slider
 - 1 - 8x7 Rollup Overhead Door - White

Front View



Back View



Estimated price: \$4,808.16*

*Today's estimated price, future pricing may go up or down.

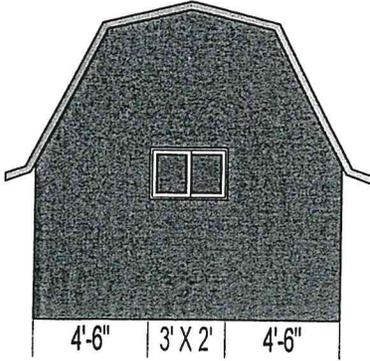
*Tax, labor, and delivery not included.

*** Take this sheet to the Building Materials counter to purchase your materials. ***

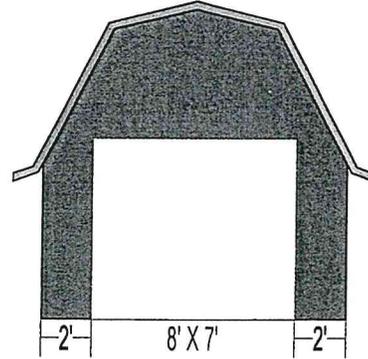
Floor type (concrete, dirt, gravel) is NOT included in estimated price. The floor type is used in the calculation of materials needed. Labor, foundation, steel beams, paint, electrical, heating, plumbing, and delivery are also NOT included in estimated price. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF THE WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS. THE PLANS AND/OR DESIGNS PROVIDED ARE NOT ENGINEERED. LOCAL CODE OR ZONING REGULATIONS MAY REQUIRE SUCH STRUCTURES TO BE PROFESSIONALLY ENGINEERED AND CERTIFIED PRIOR TO CONSTRUCTION.

*** Here are the wall configurations for your design.

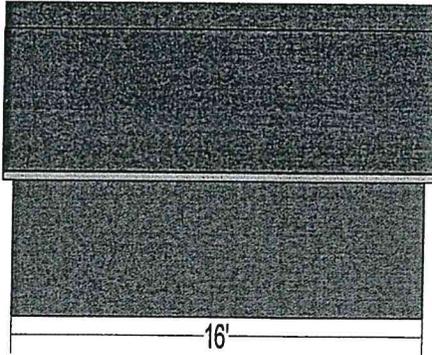
Illustration May Not Depict All Options Selected



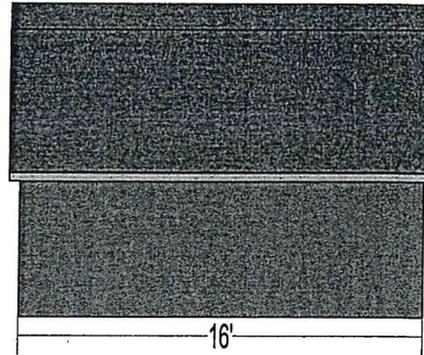
Gable Front View
(1) - SLIDER (GOOD) 36X24



Gable Back View
(1) - IDEAL ROLLUP 8X7 GLOSS WHITE #200 ROLL-UP DOOR



Eave Front View



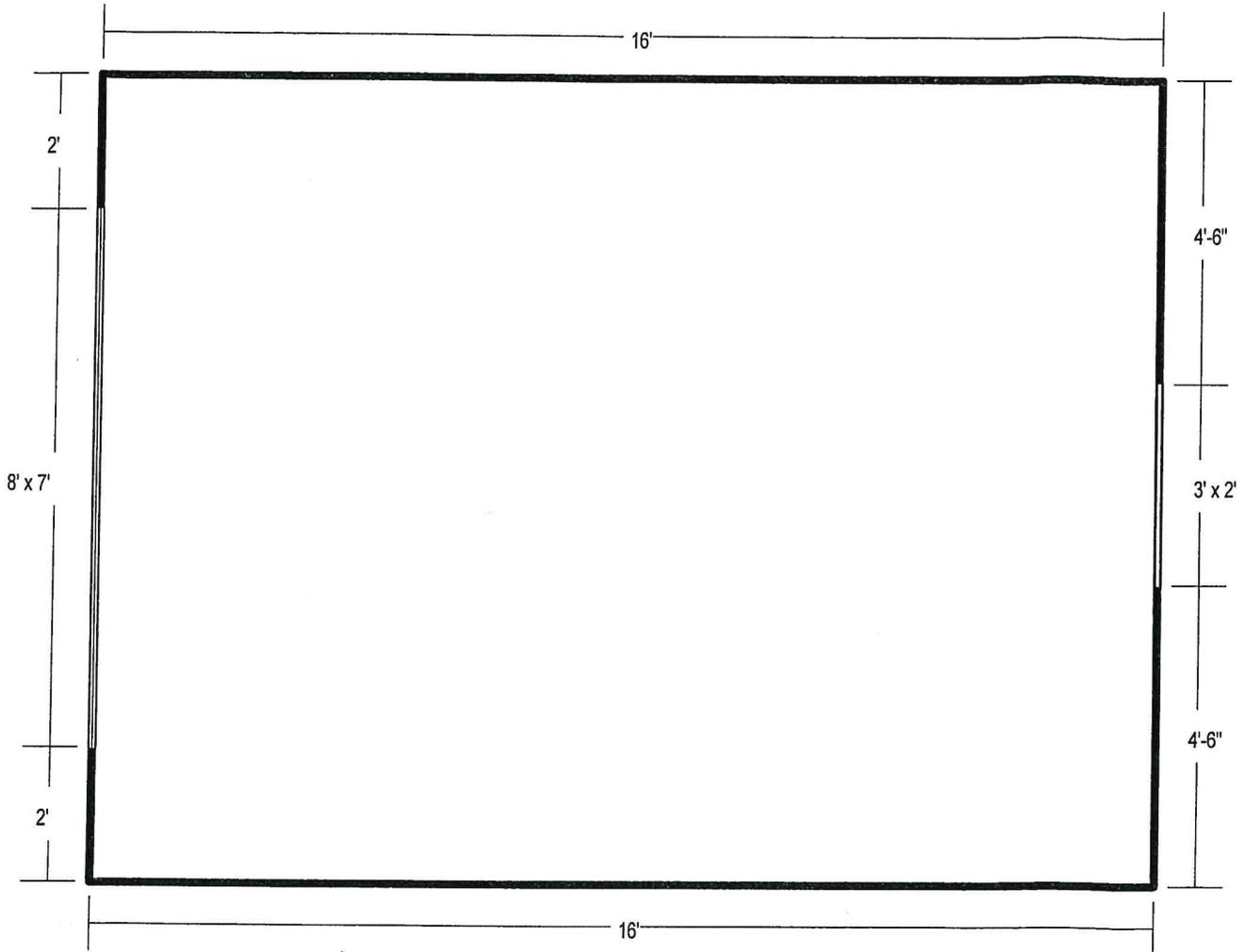
Eave Back View

NOTE: Overhead doors may need to be "Wind Code Rated" depending on your building location.
Confirm the door requirements with your local zoning official before construction.

Menards-provided material estimates are intended as a general construction aid and have been calculated using typical construction methods. Because of the wide variability in codes and site restrictions, all final plans and material lists must be verified with your local zoning office. Menards is a supplier of construction materials and does not assume liability for design, engineering or the completeness of any material lists provided. Underground electrical, phone and gas lines should be located and marked before your building plans are finalized. Remember to use safety equipment including dust masks and sight and hearing protection during construction to ensure a positive building experience.

*** Floor Plan.

Illustration May Not Depict All Options Selected



REQUEST FOR BOARD ACTION



Date Referred to the Board: October 15, 2019

Originating Department: Finance

Subject Matter: Acceptance of Annual Financial Audit FY 18/19, Statements and Management Discussion and Analysis.

Summary and Background: As required by state statute 65 ILCS 5/8-8 the firm Swartrauber & Company audited the basic financial statements of the Village's governmental and business activities as well as each major fund for fiscal year ending April 30, 2019. The firm has submitted to the Village Finance Director, Village Administrator and Mayor a report dated September 24, 2019 and accompanying statements as well as management's discussion and analysis. These documents will also be filed with Office of the Illinois Comptroller.

Financial Impact: None

Community/Neighborhood Impact: None

Documents Attached: None. Acceptance at the October 15, 2019 meeting permits the accounting firm to file required reports and statements with the State of Illinois by the October 31st statutory deadline. A complete package of including annual financial report and supporting statements will be provided to the board for review and discussion in advance of the regularly scheduled November 5, 2019 meeting of the Village Board.

Staff Recommendation: Staff recommends a vote to accept in order to meet the filing deadline. Management and the Mayor have reviewed the draft documents. Final documents will not be available until after the October 15th meeting of the Village Board. Acceptance at the October 15, 2019 meeting permits the accounting firm to file required reports and statements with the State of Illinois by the October 31st statutory deadline. A complete package of including annual financial report and supporting statements will be provided to the board for review and discussion in advance of the regularly scheduled November 5, 2019 meeting of the Village Board.

Department Head Signature: Lia Shaw Date: 10/9/19

Village Administrator Signature: Gregory Jackson Date: 10/9/19

REQUEST FOR BOARD ACTION

Date Referred to the Board: October 15, 2019

Originating Department: Information Technology



Subject Matter:

Request approval to enter into an agreement with Government Window for payment processing including POS (Point of Sale), web, and phone, initially for credit card processing and eventually utility and recreation department billing among others

Summary and Background:

Currently the village utilizes Harris to process credit card payments. Payments are only available during regular business hours and the village is responsible for charge backs and all connection and processing fees. By utilizing Government Window, we will add the ability to process some payments after hours and add additional convenience features such as reoccurring billing and phone payments

Financial Impact:

The village currently pays an average of \$117.00 per month for connection fees, and \$1,200.00 per month in service fees to process credit card payments. In addition, a large majority of recreation department payments are processed through Paypal which imposes additional transaction fees of more than \$1200.00 per year. These fees as a whole are paid by all of the taxpayers collectively as they are paid from the village budget. With Government Window, through application of a small convenience fee to payments being processed, only those who choose to use a credit card will be paying the fee creating an average annual savings of more than \$17,000.00 to both the village and the taxpayers. Chargebacks will also be handled by Government Window creating additional savings

Community/Neighborhood Impact:

Payees who use a credit card to pay fees will be impacted by a small convenience fee (typically 4% of the payment amount). E-Check payments will also be offered for the first time with no additional fee

Documents Attached:

Government Window Agreement

Staff Recommendation:

Yes - *Recommend approval*

Department Head Signature: _____

[Handwritten Signature]

Date: _____

10/10/19

Village Administrator Signature: _____

Gregory Jackson

Date: _____

10/11/19

No Term, Non-Exclusive SaaS Agreement



Government Window, LLC (the "Principal") of 3760 Sixes Road, Suite 126, Box 231, Canton GA 30114, hereby grants:

Name of End-User (Licensee)

of

Full Address

a non-exclusive license to use the Licensed Items defined in Schedule "A" hereunder

Schedule "A" - Licensed Items

The Principal agrees to make the following applications available to the End-User as per the terms and conditions defined on the reverse hereof: *(Please fill appropriate application and function where W = Web, P = Point of Sale, I = IVR & T = ITR.)*

	Module	Contact Person	Telephone #	Function	Rate
	Traffic Tickets			W/P/I/T	
	Bail			W/P/I/T	
	Probation			W/P/I/T	
	Child Support			W/P/I/T	
	Business Licenses			W/P/I/T	
	Permits			W/P/I/T	
	Property Tax			W/P/I/T	
	DMV Tags			W/P/I/T	
	Parks & Recreation			W/P/I/T	
	Income Tax			W/P/I/T	
	Schools			W/P/I/T	
	Donations			W/P/I/T	
	Rent Payments			W/P/I/T	
	Records & Deeds			W/P/I/T	
	eStore			W/P/I/T	
	Patient Bills			W/P/I/T	
	Utilities			W/P/I/T	
	Garbage			W/P/I/T	

Software as a Service Agreement

1. Definitions

- 1.1 "**Principal**" shall mean Government Window LLC of 3760 Sixes Road, Suite 126, Box 231, Canton, Georgia 30114, USA.
- 1.2 Software-as-a-Service agreement ("**SaaS**") shall be defined as the delivery model in which the **Licensed Items** are delivered on a subscription basis and are hosted centrally at a location or locations of the **Principals** choosing and is accessed by the **End-User** or the **End-User's** customers through a thin client via a web browser, collectively referred to as the "**Agreement**."
- 1.3 "**Licensed Items**" shall mean the **Principal's** programs listed on Schedule "A" together with all related documentation, sales aids, training aids, and including all revisions and corrections thereto, whether made by the **Principal**, and any such additional software as it may offer to its clients from time to time during the currency of this **Agreement**. **Licensed Items** shall include object code for the **Principal's** programs acquired, whether used at its **Installation Address** as defined hereunder, or through a public cloud as **SaaS** and any user manuals and related documentation, in machine readable or printed form.
- 1.4 "**End-User**" shall mean any person, institution, government agency, closed corporation or company that is either the facilitator or the ultimate user of the **Licensed Items** supplied by the **Principal** and defined on the face hereof.
- 1.5 "**Party**" shall mean either the **End-User** or the **Principal** inter-changeably.
- 1.6 "**Parties**" shall mean both the **End-User** and the **Principal** collectively.
- 1.7 "**Installation Address**" being the physical location of the computer hardware and the location at which the **End-User** stores their back-office data and/or from which the **End-User** hosts its Internet Website.
- 1.8 "**Industrial Property Rights**" shall mean all property in and rights to patents, license, **Trademarks**, trade names, inventions and copyrights relating to the origin, design, manufacture, programming, operation and/or service of **Licensed Items**.
- 1.9 "**Trademarks**" shall mean any proprietary marks used by the **Principal** in the marketing of the **Licensed Items**.
- 1.10 The headings and clauses of these terms and conditions are intended for convenience only and shall in no way affect their interpretation.
- 1.11 Words importing natural persons shall include bodies corporate and other legal personae and vice versa.
- 1.12 Any particular gender shall mean the other gender, and vice-versa. The singular shall include the plural and vice-versa.

2. License

- 2.1 Whereas the **Principal** is the author of the **Licensed Items** and as such the **Principal** is entitled to supply such **Licensed Items** to **End-Users** on the terms and conditions set out hereunder.
- 2.2 The **End-User** acknowledges that he is not an agent of the **Principal**.
- 2.3 The **Principal** hereby grants to the **End-User** an individual, non-exclusive, non-transferable License to use one original copy of the **Licensed Items** detailed in Schedule "A" attached hereto, at the Registered Address and to make available to its clients and or customers **Licensed Items** through the **SaaS** model on the terms and conditions contained herein.
- 2.4 Services provided under this **Agreement** shall be provided for the period defined in the ordering document unless earlier terminated in accordance with the contents of clause 3 herein. The term of the services and any renewal years are collectively defined as

the "**Services Term**." At the end of the **Services Term**, all rights to access or use the services, including the **Licensed Items** listed in the ordering document, shall end. The **Licensed Items** and all copies thereof are the property of the **Principal** and title thereto shall remain with the **Principal**. All **Industrial Property Rights**, title or interest in the **Licensed Items** will at all times remain with the **Principal**.

3. The End-User agrees:

- 3.1 to secure and protect the **Principal's** proprietary rights in the **Licensed Items** and all copies, and modifications thereof, and to take appropriate action by instruction to, or agreement with its employees, clients and/or suppliers who are permitted access to the **Licensed Items**;
- 3.2 to instruct its employee, clients and/or suppliers having access to the **Licensed Items** not to copy, decompile, disassemble, reverse engineer or duplicate the **Licensed Items** or make disclosure with reference thereto or any component thereof to any third party;
- 3.3 to reproduce the **Principal's** copyright notice on all material related to or part of the **Licensed Items** on which the **Principal** displays such copyright notice, including any -copies made pursuant to this **Agreement**.
- 3.4 The **End-User** agrees not to remove any copyright notices, trademark credits, confidentiality notice, mark, legend or other information included in the **Licensed Items**. The existence of any copyright notice shall not be deemed to constitute or acknowledge a publication of the **Licensed Items**.
- 3.5 The **End-User** shall not purport to assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under this Agreement or the **Licensed Items** without the previous consent in writing of the **Principal** which shall not unreasonably be withheld.

4. Termination

- 4.1 This Agreement shall commence on the date of this **Agreement** (the "**Commencement Date**") and shall continue in effect until terminated in terms of this **Agreement**.
- 4.2 Either the **Principal** or the **End-User** may terminate this License to use any **Licensed Items** by the **End-User**, by giving the other **Party** thirty (30) days written notice of termination at least thirty (30) days preceding the end of any calendar month.
- 4.3 In the event that the **End-User** fails to keep, observe or perform any term or condition of this Agreement or the **End-User** terminates this Agreement prior to the end of the term or by the **Principal** as a result of **End-User** breach, the **Principal** will be entitled to, at its sole and absolute discretion, cease providing any or all services as defined herein, forthwith without any recourse by the **End-User** against the **Principal**.
- 4.4 The **End-User** shall upon termination of the license as contemplated in this **Agreement** destroy the **Licensed Items** and all copies thereof that is in the possession of the **End-User**, regardless of the location of such copies and certify in writing to the **Principal** that the **Licensed Items** and all copies that were subject to the license, have been destroyed.
- 4.5 Should an **End-User** continue to use the **Licensed Items** once the license has been terminated in terms of this **Agreement**, the **End-User** shall be liable to the **Principal** for all damages as a consequence of such an act.
- 4.6 Upon termination of this license, all rights and obligations shall cease, except the **Party's** obligation to maintain the confidentiality of the other **Party's** proprietary information.

5. General

- 5.1 Neither the **Principal**, nor the **End-User** will disclose the other **Party's** confidential information to any third party and will use it only for the purposes of this **Agreement**.
- 5.2 The **End-User** recognises and agrees that the **Licensed Items** shall be treated as secret and confidential. Without limiting the generality of the foregoing, such confidential information shall include know-how, methods, techniques, processors, specifications, designs, computer logic, source codes, drawings, arrangements, research and development data, and combinations of such information; provided, however, that any such information shall not be regarded as secret or confidential which:-
- 5.2.1 is or becomes, a part of the public domain through no act or omission by the **End-User** or its employees; or
- 5.2.2 has been or is hereafter independently conceived, perfected or developed by the **End-User** or any company affiliated with the **End-User** or the employees thereof, or is now or hereafter in such affiliated company's, or any such employee's lawful possession as shown by their written records; or
- 5.2.3 is hereafter lawfully disclosed to the **End-User** or any of its employees by a third party which does not acquire the information under any obligation of confidentiality from or through the **Principals** or any employee of the same.
- 5.3 The **Principal** shall be entitled at any time to cede and assign its rights and obligations in terms of this agreement.

6. Warranty

- 6.1 THE **PRINCIPAL** DOES NOT GUARANTEE THAT THE **LICENSED ITEMS** WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT THE **PRINCIPAL** WILL CORRECT ALL SERVICES ERRORS. THE **END-USER** ACKNOWLEDGES THAT THE **PRINCIPAL** DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THE **PRINCIPAL** IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 6.2 IT IS SPECIFICALLY RECORDED THAT THE **PRINCIPAL** PROVIDES THE **LICENSED ITEMS** "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.3 The **Principal's** liability in respect hereof is specifically restricted to the repair or replacement of defective **Licensed Items** referred to on Schedule "A" and except as provided in this clause, the **Principal** will not be under any liability howsoever arising in respect of defects in the **Licensed Items** or for any injury, damage or consequential loss of whatsoever nature arising from such defects or any work done in connection herewith.
- 6.4 Neither **Party** shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated **Party**; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated **Party**. Both **Parties** hereto will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either **Party** may cancel unperformed services upon written notice. This section does not excuse either **Party's** obligation to take reasonable steps to follow its normal disaster recovery procedures.
- 6.5 The **Principal's** liability in terms of clause 6.3 above shall lapse in the event of the **End-User** or any third party attempting to modify or

effect remedial measures to any of the **Licensed Items**.

- 6.6 The **End-User** acknowledges that he has no claim against the **Principal** of whatsoever nature arising out of or in connection with this agreement.
- 6.7 This warranty is in lieu of any other warranty, expressed or implied, save as set out in clauses 6.1 to 6.6 above, and the **End-User** acknowledges that the **Principal** gives no other warranties whatsoever.
- 6.8 This Agreement contains all the terms and conditions agreed between the **Parties** and no variation of any of these conditions shall be binding on either **Party** unless agreed to in writing by both **Parties**
- 6.9 No relaxation or indulgence which the **Principal** may have extended to the **End-User** under this Agreement and no waiver by the **Principal** of any of its rights with respect to any breach of this Agreement shall in any way prejudice the **Principal's** right or be deemed to operate as a waiver in respect of any other breach.
- 6.10 The **Parties** acknowledge that they have not been induced or coerced into this contract by virtue of any representation, statements or warranties made by the other **Party** hereto or any persons acting on their behalf which are not included herein. The **Parties** shall not be responsible for any representations which may be made from time to time by their representatives, servants or agents save as may be contained herein.
- 6.11 You agree (i) that the **Principal** may identify **End-User** as a recipient of services and use the **End-User's** logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by the **Principal** on its website for promotional purposes.

7. Legal

- 7.1 The **End-User** shall be liable for all reasonable costs incurred by the **Principal** in connection with the recovery of **Licensed Items**, such costs to be paid on the attorney and own client scale as well as all other costs incurred by the **Principal**.
- 7.2 This Agreement is governed by the substantive and procedural laws of Georgia and the **Parties** agree to submit to the exclusive jurisdiction of, and venue in, the courts in Cherokee County in Georgia in any dispute arising out of or relating to the Agreement.
- 7.3 The Uniform Computer Information Transactions Act does not apply to this SaaS agreement or orders placed under it. **End-User** understands that the **Principal's** business partners, including any third party firms retained by **End-User** to provide computer consulting services, are independent of the **Principal** and are not the **Principal's** agents. The **Principal** is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as a **Principal** subcontractor on an engagement ordered under this Agreement.
- 7.4 Any notice under this Agreement shall be in writing and shall be given if served at the **End-User's** registered office and shall in the case of posting be deemed to have been served on the third business day after registered posting. The **End-User** may change its chosen domicile on seven (7) days written notice to the **Principal** sent by registered post provided such changed address remains within the Territory
- 7.5 Each clause in these terms and conditions is severable, the one from the others of them, and if any of them is found to be unenforceable for any reason whatsoever the others of them shall remain in full force and effect.

REQUEST FOR BOARD ACTION



Date Referred to the Board: October 15, 2019

Originating Department: Fire Department

Subject Matter: Intergovernmental Agreement for Supplemental Medicaid Payments (Ground Emergency Medical Transportation)

Summary and Background: The Illinois Fire Chiefs association has been pursuing a program for supplemental Medicaid payments commonly known as GEMT (Ground Emergency Medical Transportation). The final details will not be available until the approval of the State Plan Amendment that was recently submitted to the Centers for Medicare and Medicaid Services for approval. It is believed that plan will be approved before the end of 2019. This is a very important program that will generate millions of Federal dollars for Illinois Fire Departments and Districts. To be eligible to receive funding your organization must meet a number of criteria including the execution of an Intergovernmental Agreement (IGA) with the State of Illinois HFS.

Financial Impact: No financial impact as part of the IGA.

Community/Neighborhood Impact: Potential receipt of additional revenues that will be added to the village's general operating fund.

Documents Attached: Intergovernmental Agreement between the Department of Healthcare and Family Services and the Village of Winthrop Harbor; Letter detailing the program from the Illinois Fire Chiefs Association.

Staff Recommendation: It is recommended that this IGA be approved to ensure our opportunity to secure 2019 funds.

Department Head Signature: _____ Date: _____

Village Administrator Signature: *Gregory Jackson* Date: 10/15/19

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND
VILLAGE OF WINTHROP HARBOR**

The Illinois Department of Healthcare and Family Services (HFS or the Department) and the **Village of Winthrop Harbor** (_____), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, hereby enter into this Intergovernmental Agreement (Agreement) in connection with enhanced rates for ambulance services. HFS and **Winthrop Harbor Fire Department** (_____) are collectively referred to herein as “Parties” or individually as a “Party.”

**ARTICLE I
INTRODUCTION**

1.01 Background. Article XII of the Illinois Public Aid Code authorizes the Illinois Department of Healthcare and Family Services to make use of, aid and co-operate with State and local governmental agencies and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* provides for cooperation between units of government. Provider operates a Fire Department (Provider) that is enrolled in the Medical Assistance Program that provides covered ambulance services to individuals eligible for benefits under the Medical Programs; the costs of providing the services described above is not covered by the fee schedule pursuant to which the Department and Managed Care Organizations (MCOs) pay for such services.

1.02 Purpose. In order to provide greater cost coverage to Provider through enhanced rates for services, the Parties enter into this Intergovernmental Agreement.

1.03 Definitions

- (a) Covered Ambulance Services means all ambulance services reimbursable under the Illinois Medicaid state plan and provided to beneficiaries of Medical Programs.
- (b) Effective Federal Match Rate means the weighted average of the Federal Medical Assistance Percentage (FMAP) for Illinois non-Affordable Care Act (ACA) enrollees and the enhanced FMAP for ACA expansion population based on the percentage of specified covered services to the different populations.
- (c) Fee-for-service or FFS means the services under Medical Programs reimbursed to providers directly by the Department and not through an MCO.
- (d) Managed Care Program means services under the Medical Programs for which the Department pays a capitated payment to MCOs to cover the cost of covered medical services.
- (e) Managed Care Organization (MCO) means an entity under contract with the Department receiving capitated payments and at risk for providing reimbursement for enrollees.
- (f) Medical Programs means programs administered by the Department under the Illinois Public Aid Code (305 ILCS 5/5 *et seq.*), the Children’s Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).

INTERGOVERNMENTAL AGREEMENT

Page 2 of 5

- (g) Participating Municipal Ambulance Provider means an ambulance provider owned by a municipal corporation that has executed an Intergovernmental Agreement with the Department with terms substantially identical to this Agreement.
- (h) Specified Covered Ambulance Services means emergency and non-emergency Basic Life Support and Advanced Life Support trips and does not include mileage or oxygen.

ARTICLE II INTERGOVERNMENTAL TRANSFER

- 2.01 Provider will transfer on a periodic basis to the Department an amount equal to 50% of the total enhanced rates paid to Provider by the Department and all MCOs for the period.
- 2.02 For FFS payments, the Department will send a monthly invoice to Provider for the higher FFS payments described in Article III.
- 2.03 For MCO payments, the transfer of 50% of the supplemental payment described in Article III shall be made within 14 days after the receipt of enhanced payments from the MCO.

ARTICLE III ENHANCED RATES FOR SERVICES

- 3.01 Expenditures. The Department shall pay or cause MCOs to pay enhanced rates to Provider for specified covered ambulance services pursuant to this Article III in addition to payments made at the Department's published fee schedule.
- 3.02 The enhanced rate will be determined as follows:
 - a. The Department will establish classes of similar Participating Municipal Ambulance Providers.
 - b. For each provider in the class, the Department will calculate an amount as follows using data from each provider's most recent cost report:
 - i. Provider's total costs for covered ambulance services will be calculated based on submittal of the Department's approved cost report.
 - ii. Total fee schedule payments received for covered ambulance services by Provider will be subtracted from costs to determine the cost coverage gap.
 - iii. The cost coverage gap will be divided by the number of Specified Covered Ambulance Services to determine a per service add-on payment
- 3.03 For FFS claims, the Department will add the calculated add-on amount to Provider's rate on the FFS fee schedule and the enhanced rate will be paid with the original claim.
- 3.04 On a quarterly basis, using encounter data of paid claims from each MCO in the Managed Care Program received by the Department during the quarter, the Department will identify the number of Specified Covered Ambulance Services provided to each MCO's enrollees by Provider multiplied by the uniform add-on fee and cause each MCO to pay provider the amount so calculated.
- 3.05 If mutually agreed upon by the Department and all Participating Municipal Ambulance Providers, the payment of enhanced rates may be moved from a quarterly basis to a monthly basis.

INTERGOVERNMENTAL AGREEMENT

Page 3 of 5

ARTICLE IV TERM

4.01 Term. This Agreement shall commence October 1, 2019, or as soon as federal approval is received for the Directed Payments required by this Agreement and shall continue until otherwise terminated by the Parties.

ARTICLE V TERMINATION

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

ARTICLE VI MISCELLANEOUS

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

INTERGOVERNMENTAL AGREEMENT

Page 4 of 5

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: Mary.Doran@illinois.gov

Kiran.Mehta@illinois.gov

To: JStried@winthrop harbor.com

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

INTERGOVERNMENTAL AGREEMENT

Page 5 of 5

VILLAGE OF WINTHROP HARBOR

**ILLINIOIS DEPARTMENT OF HEALTHCARE AND
FAMILY SERVICES**

Dr. Michael Bruno
Mayor

Theresa Eagleson
Director

Date: _____

Date: _____



ILLINOIS FIRE CHIEFS ASSOCIATION

Dedicated to excellence in the Fire Service

Post Office Box 7 ▪ Skokie, Illinois 60076-0007
Phone (847) 966-0732 ▪ 1-800-662-0732 ▪ FAX (847) 966-0782
Website: [www: Illinoisfirechiefs.org](http://www.Illinoisfirechiefs.org)

October 4, 2019

As many of our members are aware, the IFCA has been pursuing a program for supplemental Medicaid payments commonly known as GEMT (Ground Emergency Medical Transportation). The final details will not be available until the approval of the State Plan Amendment that was recently submitted to the Centers for Medicare and Medicaid Services for approval. We believe that plan will be approved before the end of 2019. This is a very important program that will generate millions of Federal dollars for Illinois Fire Departments and Districts.

Here are some of the details:

- To be eligible to receive funding your organization must meet the following criteria:
 - Submit to Medicaid for the cost of transportation to a recognized facility (hospital) under a National Provider Identifier (NPI) registered to a public provider (Municipality or District)
 - Be considered an "obligated provider" of emergency response and transportation to a hospital. This means that you are required by law or statute to respond, treat and transport
- Annually complete a detailed cost report that delineates your cost of service EMS per response on a Department of Health and Family Services (HFS) approved form
- Execute an Intergovernmental Agreement (IGA) with the State of Illinois HFS
- Maintain a completed cost report and IGA on file with HFS
- The distribution process
 - Based on cost reports filed, HFS will take the cost per trip and subtract out the weighted average fee schedule reimbursement to develop a uniform per trip supplemental payment. For Departments/Districts (FDs) in a region, HFS will calculate and average cost per trip
 - The weighted average fee schedule reimbursement will use the regional fee schedule for the four codes for emergency and non-emergency BLS and ALS
 - FDs will submit to Medicaid through your normal billing process
 - For Fee-for-Service (FFS) claims, this add-on amount will be added to the HFS fee schedule rate so that FDs are paid the full amount as claims are processed
 - MCO claims will be initially paid at their current fee schedule rates
 - On a quarterly basis, HFS will identify in MCO encounter claims (encounter claims are claims paid by MCOs to the FDs)
 - HFS will count all paid claims to participating FDs and multiply the supplemental add-on amount by the number of claims to calculate how much is owed to each FD
 - A supplemental capitation payment will be sent to each MCO with instructions on how much is owed to each FD
 - MCOs will forward these payments to FDs within a short time of receipt
 - Following receipt of these supplemental payments from the MCOs, FDs will receive an invoice from HFS for 50% of the amount they received from the MCOs plus 50% of the supplemental amount paid in fee-for-service claims
 - The invoiced amount must be remitted back to the State in accordance with the previously submitted IGA

A calculation example follows. Please note these dollar amounts are used as an example and not indicative of actual experience. **THIS IS JUST AN EXAMPLE**

The average cost per trip for a given region is \$2000.

The average standard Medicaid fee schedule will pay \$500

For fee for service claims the FD will receive the full \$2000

For MCO claims the FD will initially receive the weighted fee \$500.

These claims will be reviewed quarterly and the FD will then receive an additional \$1500

HFS will invoice the FD for \$750.00 for each Medicaid claim (both FFS and MCO)

The net gain to the FD will be \$750.00 for this trip

It must be noted that this is a voluntary program, there is no requirement to participate.

Below is important information on the current timeline.

- For FDs that submitted cost reports prior to October 1 and a signed IGA by November 1, HFS will adjust their fee-for-service rate for dates of service October 1 and after.
 - In this case, the first supplemental MCO Directed Payment cannot be sent until federal approval of the HFS plan for the Directed Payments. We expect this to happen late in the fourth quarter of calendar 2019.
- For FDs that submit a cost report and IGA in October (PRIOR TO NOVEMBER 1st), they will begin receiving supplemental payments effective January 2020 for both fee-for-service and MCO claims
 - Again, the first supplemental MCO Directed Payment cannot be sent until federal approval of our plan for the Directed Payments.
- Departments that do not have a cost report and IGA submitted in October will not be eligible to join the program until 2021. The Deadline for submitting cost reports and IGAs for 2021 participation will be October 1, 2021

As noted above, this program has not yet received Federal approval, the information above is the best available and represents what was submitted to CMS. Without Federal approval, the actual cost report form is not yet available. The IFCA also strongly recommends that interested Departments and Districts work very closely with their billing agency to complete the required cost report.

Historically, these programs have been subject to stringent audits by Medicaid and participating agencies should be prepared for this likelihood.

More information will be available as the program proceeds through the Federal approval process. Updates have been posted to the Illinois Fire Chiefs Association website under the Legislative section <https://www.illinoisfirechiefs.org/legislation/GEMT/>.

Additionally, HFS is hosting a conference call on **Monday October 7, 2019 at 9:00am** to address questions about the cost report. The call in information is:

Phone Number: **888-494-4032**

Passcode: **2949284410**

The main contact will be Jim Parker, with assistance from Randy Hulskotter from the Medicaid office.

ORDINANCE 2019-O-

WHEREAS, an Ordinance regulating the construction and use of a sanitary sewer main in and upon the 100 block of Oakdale Avenue was passed October 19, 2004 (Ordinance 2004-O-21, 2009-O-22, 2014-O-19), and

WHEREAS, pursuant to Section One of the said Ordinance a License was granted unto Dennis Crawford, Developers, for a period of five years from the date of passage of said Ordinance, and

WHEREAS, it is the desire of the Village of Winthrop Harbor to extend the time an additional five years, (October 2024)

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WINTHROP HARBOR, ILLINOIS, that;

SECTION ONE: The License granted to the Licensee be and is hereby extended for a period of five years.

SECTION TWO: All Ordinances or parts of Ordinances in conflict herewith are expressly repealed.

SECTION THREE: This Ordinance shall be in full force and effect from its passage, approval and publication in pamphlet form.

PASSED: This 15th day of **OCTOBER**, AD, **2019**.

APPROVED:

DR. MICHAEL BRUNO, MAYOR

ATTEST:

JULIE RITTENHOUSE, VILLAGE CLERK

AYES: ()

NAYS: ()

ABSENT: ()

FIRST READING:

SECOND READING:

ORDINANCE PASSED:

October 11, 2019



Village of Winthrop Harbor
830 Sheridan Road
Winthrop Harbor, IL 60096
Attn: Jana Lee
Phone: (847) 872-3846

Re: Dennis Crawford
Candy Crawford
Re-Capture at 139 Oakdale
Winthrop Harbor, IL

Current Address: Dennis & Candy Crawford
4406 Harrison Road
Kenosha, WI 53142

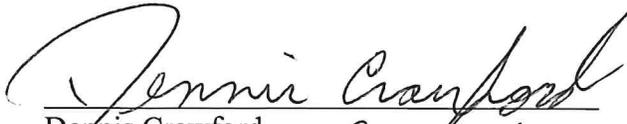
Phone: Dennis Cell Phone: (262) 818-6394
Candy Cell Phone: (262) 515-6127

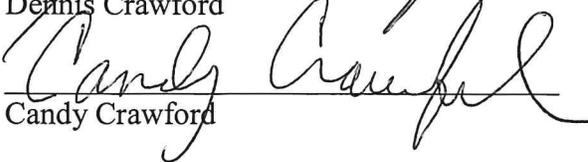
To Whom It May Concern:

We have a recapture placed on the property at 139 Oakdale, Winthrop Harbor, IL. The recapture expires in October 20, 2019. We would like a five year extension on the recapture on the above mentioned property.

If you have any questions, please contact me at (262) 653-0366.

Sincerely,



Dennis Crawford


Candy Crawford

cc: File

REQUEST FOR BOARD ACTION



Date Referred to the Board: 10/10/19

Originating Department: WH Recreation Dept

Subject Matter:

Request to extend existing inter-government agreement between the Village of WH and Stormwater Management Commission for work done in Fossland/Novotny Park.

Summary and Background:

SMC received grant funding, on behalf of the Village of WH, to do maintenance work on a past SMC/Village project, involving Dead Dog Creek. The original agreement that was approved on 8/21/18, has now expired, however SMC still has additional funding left, and would like to exhaust this funding with more maintenance work at the site locations. A motion to extend the current agreement through 12/31/20 is recommended.

Financial Impact:

All funding is covered by a federal grant, obtained by SMC, on behalf of the Village of WH

Community/Neighborhood Impact:

Maintenance/up keep of invaded plant and tree species will be sprayed, in order to keep overgrowth minimal.

Documents Attached:

Original intergovernmental agreement, approved in August of 2018

Staff Recommendation:

I ask the Village Board to approve an extension of original agreement, that would allow SMC permission to apply maintenance practices to Phase 1 and Phase 2 of the Dead Dog Creek project area until 12/31/20, or until existing funding is exhausted.

Department Head Signature: *Sealle* Date: 10/10/19

Village Administrator Signature: *Gregory Jackson* Date: 10/10/19

LICENSORS:
Village of Winthrop Harbor
830 Sheridan Road
Winthrop Harbor, IL 60096

LICENSEE:
Lake County Stormwater Management Commission
500 West Winchester Road, Libertyville, IL 60048

**TEMPORARY LICENSE TO ENTER UPON PROPERTY FOR VEGETATION
MANAGEMENT PURPOSES**

This AGREEMENT, made this 21st day of AUGUST, 2018, by and between Village of Winthrop Harbor 830 Sheridan Road, Winthrop Harbor, IL 60096 (hereinafter referred to as the "VILLAGE"), and the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 W. Winchester Road, Libertyville, Illinois 60048 (hereinafter referred to as "SMC").

This Temporary License to Enter Upon Village of Winthrop Harbor Property for Vegetation Management Purposes is made and entered into on the date set forth below by the VILLAGE and the SMC. These Properties are hereinafter called the "PROPERTY"; shown in Exhibit A;

PROPERTY:

PINs: 04-03-305-002, 04-03-305-006, 04-03-309-019, 04-03-311-011, 04-04-431-001, 04-04-431-004, 04-04-432-001, 04-04-432-004, 04-10-107-012, 04-10-107-018, and the undeveloped Rights-of-Way known as College Avenue, Kirkwood Avenue, and Park Avenue ("PROPERTY") (for License attached as Exhibit A and Exhibit B);

WHEREAS, SMC, an Illinois unit of local government, is continuing to enhance the native plant vegetation composition within the previously restored projects areas of Dead Dog stream channel and ravine on the PROPERTY; and

WHEREAS, SMC desires to obtain permission to temporarily enter upon VILLAGE Property to control invasive and aggressive plant species for a limited period of time, as hereinafter described, sections of Dead Dog Creek East and West of Sheridan Rd., in the locations shown in EXHIBIT A;

NOW, THEREFORE, it is agreed as follows:

1. VILLAGE grants to SMC a Right of Access upon that portion of the VILLAGE Property to the extent necessary for ingress and egress to preform maintenance services, in the locations shown in EXHIBIT A.
2. This Right of Access does not allow SMC to in any way excavate, drill, or otherwise break the soil or ground surface on VILLAGE property without separate and express written permission, subject to any conditions of said permission. SMC agrees to provide at least two (2) business days' notice to VILLAGE of its need to access the property, in order that VILLAGE might coordinate access if needed.
3. SMC agrees to restore the subject real property and any improvements to as near a condition as existed before any entry or removal work upon completion of maintenance.

4. This Right of Access shall be in effect and, except as set forth in this Agreement, irrevocable by VILLAGE for: (1) a period of 6 month(s); or (2) until SMC, or its agents, have completed maintenance work, whichever first occurs.
5. As a condition to acceptance of this grant of a Right of Access, SMC, for itself and its agents or contractors, agree to indemnify, defend, and hold VILLAGE and its beneficiaries harmless from any and all claims, demands, and lawsuits which may in any way result from any occurrence resulting from SMC or any of its agents or contractors entering upon, or performing equipment installation or removal work upon, or performing restoration work upon, the subject property under the Right of Access provided herein.
6. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
7. Either VILLAGE or SMC may record this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto, as evidenced by the signatures of their duly authorized representative(s) as affixed below, have executed this RIGHT OF ACCESS, in duplicate originals, the day and the year above written.

VILLAGE

 Name: Donald A. Bruno
 Title: Mayor



ATTEST:

Subscribed and Sworn to before me, this 29th day of August, 2018.

Julie Rittenhouse
 NOTARY PUBLIC

SMC

 Name: MICHAEL WARNER
 Title: DIRECTOR

ATTEST:

Subscribed and Sworn to before me, this 30th day of August, 2018.

Darcy McNeill
 NOTARY PUBLIC

Return To (If Recorded):

