AGENDA

1. CALL TO ORDER / DECLARATION OF QUORUM

2. APPROVAL OF MEETING MINUTES of July 27, 2011

3. STAFF REPORT
   A. Update on 2011 Mash-Up
   B. Update on Recent Economic Development Activities
   C. Results of EDC Members Development Efforts and Recruitment

4. OLD BUSINESS
   A. Technology Innovation Center Update
   B. Downtown Evanston Update
   C. Update and Discussion of Evanston’s Tax Increment Financing Districts

5. NEW BUSINESS
   A. Discussion of Potential Revisions to the Façade Improvement Program
   B. Discussion of Potential Emergency Assistance Program for Businesses

6. COMMUNICATIONS
   A. Real Estate Transfer Tax Report
   B. Monthly Economic Development Communication

7. ADJOURNMENT

Next Meeting: Wednesday, September 21, 2011

*Order of Agenda Items is subject to change.* Information about the Economic Development Committee is available at http://www.cityofevanston.org/government/special-council-committees/economic-development-committee/index.php. Questions can be directed to Johanna Nyden at 847.448.8014. The City of Evanston is committed to making all public meetings accessible to persons with disabilities. Any citizen needing mobility or communications access assistance should contact the Community and Economic Development Department 48 hours in advance of the scheduled meeting so that accommodations can be made at 847-448-8683 (Voice) or 847-448-8064 (TYY).
Meeting Minutes of July 27, 2011
ECONOMIC DEVELOPMENT COMMITTEE
MEETING NOTES
July 27, 2011

Attendees:


Committee Members Absent: M. Tendam

Other Staff: M. Lyons, N. Radzevich, J. Nyden, A. Brown, J. Hackman

Presiding Member: C. Burrus, Acting Chair

I. CALL TO ORDER
A quorum being present, Chair Burrus called the meeting to order at 7:00 p.m.

II. CONSIDERATION OF MEETING MINUTES OF JUNE 22, 2011

Member S. Freeman asked a correction be made to the minutes to clarify his position for the installation of the air conditioning unit at Hecky's to state he agreed about extenuating circumstances but was not in favor of funding.

Ald. Grover moved approval of the June 22, 2011 minutes after alterations, seconded by Ald. Holmes.

The minutes of the June 22, 2011 meeting were approved unanimously, 9-0.

III. STAFF REPORT
A. Update on Recent Economic Development Activities: N. Radzevich provided an update on various Economic Development activities: She shared that it was the intention of the M/W/EBB Committee to attend the August meeting of the Economic Development Committee. It was also reported that Gordon Food Services (2424 Oakton Street) had submitted plans to obtain a building permit. Ms. Radzevich also reported that the demolition of 1708 and 1710 was moving forward.

B. Results of EDC Members Development Efforts and Recruitment: Alderman Burrus then asked members of the Economic Development Committee to report on their Economic Development activities. She reported that she, Alderman Braithwaite, and Alderman Rainey met with the owners of the Golden Corral Buffet regarding opening a franchise in the Dempster Dodge
Shopping Center. She also reported that she and J. Nyden met an unnamed restaurant owner at a Pizza/Brewery to discuss opening a restaurant in Evanston. Also, she reported that she encouraged a candle manufacturer to meet with Staff that is seeking a new location for manufacturing.

Alderman Rainey reported that she has continued to have discussions with the broker who handles the former CVS Pharmacy at Oakton and Asbury. She has also continued to have discussions with Polarity Ensemble Theater regarding the feasibility of locating a theatre at 727-729 Howard Street.

Alderman Fiske shared that she had spoken with a retailer who was going to leave Evanston and convinced them to stay. She also stated she spoke to a restaurant in Des Plaines about opening a restaurant in Evanston.

Alderman Burrus invited all to talk about how great it is to be here in Evanston and encourage all businesses to consider bringing their business here. She reminded us all this is a team effort is not just the Council, the Economic Development Committee, but all of us who will bring new business into the City of Evanston.

IV. OLD BUSINESSS

A. Amendment to Agreement with Ward Manufacturing
J. Nyden introduced Mr. Tom Ward and his wife Julie Ward, owners of Ward Manufacturing. Mr. Ward gave a report summarizing that last October Ward Manufacturing was awarded $700,000.00 for a rehab project of their manufacturing site located at 2222-2230 Main Street in Evanston. He reported that the rehabilitation of the former warehouse to manufacturing space, Phase 1, is complete and Phase 2 is in progress.

Mr. Ward stated that in Phase 1 they completely rehabbed the inside of the building with a new floor, a new roof, new insulation in everything, and new lighting. He reported that Ward Manufacturing purchased new equipment for some new projects as well.

He explained that Phase 2 will include removal of some of the 2222 building's facade. He stated the docks have been torn out and the bricks are being torn off the face of the building in an effort to complete the new docks which will add another 3,500 square feet to the facility.

Part of Phase 2 is to modify how close the building sits to Main Street to create a better turn around area for trucks so they would not block Main Street and/or drive into the Day Care Center. So far Ward Manufacturing has increased employee count by three (3) new positions and Mr. Ward extended personal
invitations to all to come by to see the results of all the hard work and what the City of Evanston has made possible by sponsoring this project.

Alderman Rainey recommended the contract be modified to state Phase 1 was to use $500,000.00, which is now completed and the remaining $200,000.00 be paid out 240 days into Phase 2. Alderman Rainey also suggested that Ward Manufacturing partner with the efforts for marketing materials targeting new businesses.

Alderman Holmes moved to approve the amendment as suggested by Alderman Rainey and was seconded by Alderman Wynne. The motion was approved unanimously (9-0).

B. Evanston TIF Districts
This item was a continuation of a discussion from the June 22, 2011 meeting. N. Radzevich kicked off the discussion with an overview of the five current TIF districts in Evanston. Ms. Radzevich stated for the past few months staff has been working on a global review of all Tax Increment Financing (TIF) Districts in Evanston. The review included a review of financial commitments, remaining life of the TIF, and other pertinent information on districts. Each of the 5 TIFs was analyzed with a base line scenario which included the types of expenditures that were actually approved by City Council. The analysis also looked at how much new taxable revenue would be created in the event of new development. Out of this analysis came some tools in the form of spreadsheets that can show “what if” scenarios for proposed or suggested changes such as time frames for projects or additional projects.

Ms. Radzevich noted that the Southwest TIF right now will close at the end of tax year 2014. She noted that if this TIF is closed at the end of FY12, some cash could be distributed back to the taxing bodies. The analysis also shows the increase in the property taxes in the Southwest TIF area once the TIF has been closed. M. Radzevich stated there is one caveat in there was a sewer project planned to be funded from this TIF in FY13 and that project would have to find other funding. Alderman Rainey stated the sewer project would be funded by the water customers and that doesn’t sit well with her at all. Alderman Rainey stated that the reason for TIFs is so infrastructure projects could be funded to support the neighborhoods and is against the early closing of this TIF. She feels strongly that the $ 580,000.00 for the sewer project should be paid before closing the TIF. There was a similar analysis performed on the Howard/Hartrey TIF regarding closing the TIF early. Each TIF was analyzed showing what would be distributed back to the taxing entities if closed early and the impact on the property taxes if the TIF was closed early. N. Radzevich stated this analysis included the possibility of new TIF districts and was gathering information to be used while gearing up for the next phase.
M Lyons spoke to the committee and explained that under Illinois law we can have TIFs covering the entire area of Evanston if so needed. However, as you freeze the assessed value of the properties in a TIF the rates of the properties in the non-TIF areas will tend to go up because of the way tax caps work. He gave the example of the school districts needing a certain allocation of tax dollars to operate and the expenses will be spread over TIF and non-TIF areas. He gave an example of the Downtown TIF and the fact it was successful makes it ineligible to have a TIF district again. Mr. Lyons stated that the way of balancing is to look existing TIF’s to see if there would be a benefit from a TIF closing and then opening up a new area as a TIF district to evenly balance out the districts. He noted that certain areas of Evanston have been targeted for new business development and that is where they wanted to focus. Mr. Lyons was asked if taxes go up on a property when a TIF closes. He stated it does not. He did state that the school district will see increased funding up to the cap set by Illinois law.

Alderman Holmes asked Mr. Lyons for clarification on the sewer project previously mentioned. Mr. Lyons stated the project is for the restoration of very old crumbling sewers that could not be cured “in place” and would need sewer rebuilds, thus the larger dollar amount. Mr. Lyons also stated there is a timing issue in the notification of the intent to close a TIF that must be given by September 30th. He stated there are regulations stating every given year a notice must be given to the taxing bodies of any TIF the City intends to close.

Alderman Rainey stated she appreciated the report but strongly objects to the early closing of the Howard Hartley TIF as she has proposed several projects for improvements to the neighborhood and wants the opportunity to discuss funding before closing the TIF. D Mennemeyer supported Alderman Rainey stating if there are projects that still need to be done he felt they should be considered before closing the TIF. Alderman Grover stated she wanted to hear from the School Districts regarding the use of the money to determine if more should be spent on sewers and where it fits into the Capital Improvement Program.

Mr. William Stafford from ETHS, School District 65 was introduced and stated he considered economic development a partnership with the City of Evanston. Mr. Stafford wanted to report on the success of TIFs for the Evanston School Districts. Mr. Stafford stated that when the Downtown II TIF closed down in 2002, District 65 received two million dollars in additional revenue, and the money played a critical role in financing the needs of educating our youth. He further stated that there will be a deficit in 2013 and is encouraging the Committee to close the proposed TIFs in FY12. He stated the school district has lain off people and made millions of dollars in reduction in these critical times. He stated it is a balancing act and the cost of not closing the TIF is measured in opportunity costs to the educational system. Kathy Zalewski from District 65 spoke from the floor and added her agreement to Mr. Stafford’s remarks.
Mr. Lyons again emphasized that there are deadlines for notifications for closing TIFs. He stated the City would have to work with the County to go through the process.

Alderman Wynne inquired if there is a deadline to close a TIF and if there had been a cash flow analysis. Mr. Lyons stated there are deadlines but they are flexible through inter-governmental agreements.

Alderman Rainey emphasized she is against the early closing of the TIF before all the infrastructure projects are identified and finished as she does not want to see the burden of the expense shifted to the taxpayers. She noted this is a non-deductible expense to the property owners and does not feel it is fair. Aldermen Fiske agreed with Alderman Rainey. Alderman Holmes stated she also does not want to see the burden put on the taxpayers, but requested clarification on the infrastructure projects that have been proposed.

C. Amendment to 2010 Merchant Grant for Dempster-Dodge
Ms. Radzevich introduced the discussion by stating that there was no memorandum or back up documents in packet, as the original grant approval was done without an application. She explained that the Council approved a $9,000.00 grant to Dempster-Dodge to cover marketing efforts, street beautification, signage and holiday decorations by the group along Dempster and Dodge. In the fall of last year, the merchant group extended an invitation to include the Florence and Crain Merchants and the combined groups renamed themselves West Village. The combined group of West Village is requesting an Amendment for the grant to Dempster-Dodge Merchant Group be formally changed to the West Village business district. Ms. Radzevich stated that about $3,000.00 had already been spent, and the remaining $6,000.00 may cover banners, marketing materials and similar type expenditures for the newly formed West Village.

Alderman Burrus stated that in the future there should be no more consideration of agenda items unless they are included in the agenda and information is provided in packets for consideration.

Ms. Cindy Jevon from the West Village Merchant Group spoke from the floor stating she was a Gallery owner and a member and representative of the West Village group. Ms. Radzevich stated that the newly formed West Village Merchant Group is in the process of electing their leaders and working with the City of Evanston to formalize all requests and reports to start moving forward.

Alderman Rainey suggested there should be training for the leaders of this new group to ensure their success.
Alderman Rainey moved to approve the Amendment changes to the West Village; the motion was seconded by Alderman Holmes. The amendment was approved 8-1 with Alderman Fiske casting the dissenting vote.

D. Discuss and Consider Revisions to Oceanique Façade Improvement Grant
A. Brown, Staff Member, gave the presentation for revisions to the scope of work for the façade improvement to Oceanique. The grant was approved in December 2010 by City Council for the restoration of tiles on the front of the building, replacing the door front, signage, a new bronze plaque, and replacement of one of the storefront windows. Oceanique has completed this project and has submitted all required documentation. Staff learned that the window and front door had not been replaced. The original approval was for a 50/50 match, not to exceed $10,000.00. Mr. Brown passed around photographs of the results of the restoration of Oceanique.

Alderman Wynne moved to approve the revisions, the motion was seconded by Seth Freeman.

Revision to the Grant for Revisions to Oceanique Façade Improvement was passed unanimously 9-0.

V. NEW BUSINESS
A. Financial Assistance for Chicago’s North Shore Convention & Visitors Bureau
Staff member A. Brown introduced Gina Speckman from the North Shore Convention & Visitor's Bureau. A. Brown stated that the State of Illinois certifies the CNSCVB and would defer all questions to Ms. Speckman. A. Brown stated that the Bureau currently represents Evanston, Skokie, Northbrook, Glenview and Winnetka. It was stated that the goal for the Bureau was an increase in services of 5% in 2012.

Many merchants from Evanston participating in the CNSCVB were in attendance and quickly introduced themselves to the Committee. Most were representatives of Hotels and Restaurants located in Evanston.

Ms. Speckman stated there was a new procedure in place and much of the detail she had given the Committee over the past seven years is now included in the new application and would not be covered in the meeting.

Ms. Speckman stated they are the State Certified Marketing Association for the North Shore and have a staff of five people. They primarily represent Hotels, Restaurants, Retailers and Attractions. In this way they differ from a Chamber.

They will also assist in bringing in large meetings to bring in incremental business to the hotels, restaurants and retailers and as such works closely with
Northwestern and other large groups thus increasing visitors from other areas of the country or state. This increases revenue for everyone and the goal is to increase CNSCVB services next year by 5 percent.

Ms. Speckman stated they direct their efforts towards direct sales efforts, trade shows, calling on clients directly, producing printed marketing collateral and being very active in the social media such as Facebook and twitter.

Some projects have been the First Backstage of Evanston as well as a consistent buy in the Northwestern Alumni Magazine, the Sidewalk Sales, Farmers Markets, and a lot of business development for local businesses. Ms. Speckman stated they often assist businesses considering Evanston as a location with data regarding the demographics they need to make a decision.

Ms. Speckman stated that most of the other cities have three year agreements with the CNSCVB and do not consider the funding on an annual basis. She was asked if other Cities went through a similar process in deciding and was told that it is very similar. Ms. Speckman stated in doing business with other cities she would go in front of a committee similar to the Economic Development Committee who would sponsor the funding to the Council or the Board for a vote. It was stated that in most communities they raise the hotel tax to fund the CNSCVB rather than pay out of General Funds.

D Mennemeyer stated that over the years he has seen the hotel and restaurant owners as the drivers and he recommends the CNSCVB because they are organized and have the facility to administer the marketing efforts. He stated he knew the hotel managers in Evanston back this heavily and he feels they are very shrewd business people. He wished everyone who came before the board was as prepared with documentation as the CNSCVB is with all the marketing materials, the matrices presented in the application, and being prepared to answer questions.

Alderman Burrus asked how much other communities contribute to the CNSCVB. Ms. Speckman stated Skokie pays $120,000.00 annually.

One of the CNSCVB members stated from the floor that he has seen an increase in room reservations from the efforts of the Bureau. He also stated they were able to advertise in the Tribune for a small amount which he feels he would not have been able to do otherwise.

Alderman Fiske stated she would like to discuss larger events with small local businesses such as Vogue Fabric who is a party to a marketing group which brings in buses of people to shop at fabric stores. She would like for this to be representative of all the retailers in Evanston. Ms. Speckman stated Vogue Fabrics is a member of a tour group which is based on the North Shore that
sponsors the shopping trips to the store and the tour group has a lock on that business.

Raymond Zenkich asked if the North Shore Visitors Bureau was involved in the downtown bike race and asked if it was a success. Ms. Speckman responded by saying that the CNSC VB did provide some of the print collateral that was distributed on the trains. Mr. Zenkich remarked that he felt the attendance was down from prior years.

D. Mennenmeyer stated he had spoken to a local bicycle shop owner and was told this year the sponsorship was down, however, the merchants did feel this year was a success.

Alderman Fiske stated she would like to have a discussion regarding the events held in downtown Evanston and the impact it has on smaller retailers who were not located downtown. She felt they took a hit as most of the foot traffic was in the downtown area. She felt there was a real value to larger events, but felt it could be more balanced.

Alderman Grover moved to approve $65,564.00 for a twelve month period to the North Shore Convention Visitors Bureau, the motion was seconded by Alderman Holmes. The Committee voted in favor 9-0

B. Consideration of Financial Assistance for 1817 Church Street

N. Radzevich gave an overview of the history of this property and of the meetings held between her, Mr. John Leineweber representing the 1817 Church Street property and Ms. Sarah Flax, the CDBG Grant Administrator for the City of Evanston. Ms. Radzevich stated that 1817 Church Street has been owned by the City of Evanston for over 15 years and has gone through many different uses.

On April 26, John Leineweber and his colleagues from the Evanston North Shore Contractors Cooperative (ENSCC) presented a proposal to the Housing and Development Committee to restore the building as an incubator for small businesses of the trades. Part of the project included a rehab of the building and putting a second floor addition. The concept is to have the contractors on the second and third floors with the ground floor used as leased offices to home related small businesses and shared conference rooms and showrooms. It was proposed that some of the space be used as workshops for training others for the trades.

Ms. Flax has spent a lot of time going back and forth to HUD as HUD funds had been used previously on this building and they had a stake in the building. There are certain restrictions from HUD such as the owners would have to keep the use of the building as is for at least five years after the ownership had been
transferred to them and what types of jobs they could count toward meeting the HUD goals.

The Economic Development Division along with the Evanston North Shore Contractors is looking for assistance on a construction loan to start the process. Every contractor involved in the Evanston North Shore Contractor Group is putting up $10,000.00 each of their own money as well as sweat equity to rehab the building. They are requesting a construction loan of up to $200,000.00 from the West Evanston TIF Fund until the building has been totally rehabbed. At that point they will apply for a mortgage from a bank, and the loan will be repaid.

There has been a proposal to get a current appraisal on the building to see if HUD might be paid back which would life some of the restrictions on the building and the use of the building. At the same time, Economic Development Division is trying to get occupancy for this building before winter as it has stood vacant for a long period of time.

The request is for a $200,000.00 construction loan to be paid back one year after the rehab and additions have been finished. The year is to give them time to become operational and then secure a mortgage and repay the City.

Alderman Rainey made a motion to accept the recommendation of the $200,000.00 construction loan. Several people seconded the motion

Alderman Rainey stated she has tried to restore this building to the community for about 15 years. She stated the City has put out proposals over the years and has not gotten responses. She feels this is the first legitimate response for taking over this building and is very pleased it is from contractors who will make this building whole.

She stated HUD does not consider construction jobs as “jobs”. Because of this, she feels that it is not worth the effort to pursue HUD in the funding of this project as it is all about creating jobs within the trades. Alderman Rainey likened this project to the Technology Incubator for white collar jobs, only this is for blue collar jobs. She also stated that all HUD requires of the City is to replenish our funds, so the money will be staying in Evanston in our own CDBG fund. She also fears this building of going through another winter in the condition it is in currently.

Each of the members of the Evanston North Shore Contractors stood up and stated their name, company, and the trade they represented.

N. Radzevich stated that there is a tight timeframe, and they are going ahead with an appraisal from their preferred vendor in an effort to do a presentation in front of AP&W and the City Council at the September 14th, 2011 meeting. As soon as the project starts moving forward, the money from HUD can be put back
into the CDBG fund and reallocated back into the community for other rehab projects.

Alderman Fiske stated she was excited about restoring this building and noted it will have to go in front of the Preservation Committee during the building permit process.

Both R. Zenkich and S. Freeman asked what would be the worst case scenario. N. Radzevich responded that the City will be utilizing our Legal Department to draw up the contract covering what happens if the North Shore Contractors go out of business and how best to protect the City. It was stated because of the current situation, we need to go by the HUD rules until we can change HUD participation in this property. So the conditions in the last memo has language spelling out how the property would be transferred back in the case they did go out of business or do not meet certain performance measures.

The goal is to support the effort in the self-creation of more jobs and trained tradesmen in the City. Several different scenarios for terms of the financing are being considered to meet the goal of job creation while at the same time protecting the City from a loss.

Alderman Holmes also expressed support of this project and also questioned how the financing will be done. She asked for further explanation and was told that during the first two years during the time of the construction loan, the City would maintain ownership of the property. During those first two years the North Shore Contractors would be investing their own money and their skills in the form of sweat equity to bring about the restoration and expansion of the building and becoming operational. After the two years have lapsed and a mortgage has been put into place, the five year restrictions on usage may still apply along with terms such as taxes must be kept current and the property meet the standards set by the City of Evanston for all properties.

To summarize, N. Radzevich stated there had been some confusion of the proposal but wanted to make clear that what the North Shore Contractors were proposing was a two year construction loan of $200,000.00 to allow them to use the first year for rehab and expansion of the building, and the second year for getting up and operational. After the two year time period, they would secure a conventional mortgage from a bank and repay the City of Evanston in whole and assume ownership.

She also stated that Staff is proposing to give the group an extra six months to become operational and if at that time they could not secure a mortgage, the City could allow payments be made to the City as if they had a mortgage for an extra five years. The group would then pay back the entire balance after obtaining a regular mortgage. It was stated that in the current state of the economy, obtaining a mortgage in two years may be challenging.
S. Freeman asked if this is an incubator for only the 13 businesses in the project or would they be bringing in new business and start-ups. John Leineweber of the North Shore Contractors answered by stating that the incubator floor will have fourteen offices and not all of the thirteen participants will have an office in the building. On the first floor where there will be ancillary businesses like insurance agents or small real estate law firms, there will be cubicle space that can be rented at a price point of about $100.00 a month and still share the office equipment and conference rooms. As the first floor renters become more successful, they can move up to the upper floors which will rent for up to $300.00 a month. It is being designed as stepping stones for a business to be able to get established and grow. He stated all business will be Evanston based.

Alderman Grover asked if the North Shore Contractors had looked for another place if Church had not been available. Mr. Leineweber stated that the building was a good match as it needed much work and who else but contractors would be willing and able to bring a building back to its former self. Alderman Grover asked if Staff was asking for the approval of the loan yet tonight or just the okay for the proposal.

N. Radzevich stated Staff wants a recommendation to the Committee for the loan to be presented to City Council. She stated that right now this project needs to get moving as it is currently moving along dual tracks. Alderman Grover stated it seems early and there is not enough information.

John Leineweber stated that the original intent of the North Shore Contractors was to not owe the City anything as soon as possible. Each of the thirteen members are putting up $10,000.00 of their own money for a total of $130,000.00 which represents over 40 percent of the construction costs, which is currently budgeted for $330,000.00. He stated details were in the Committee member’s packets. He stated that a group of contractors wanting to buy this particular building in its current shape would not be feasible. He did not believe the loan would go through. So they were approaching the City to partner with them to bring this building back to a productive piece of property.

D. Mennemeyer stated he liked the project and the plan. He had a question about the legal status of the ENSCC; He asked about the legal structure as it uses the term cooperative. J. Leineweber stated that the organization would be formed as a not-for-profit and the real estate would go into an LLC which is not yet formed. Currently they are a group loosely organized but will be moving into a formal LLC as all members are equal and out of the membership elect a Board for setting direction.
Alderman Fiske stated she was also going to ask about the LLC and was glad for the fluidity the LLC allows for members to come and go with buy and sell agreements.

Alderman Rainey stated that the CDBC Committee had a motion that this project go forth without HUD involvement and go forward with a TIF loan with the provision it goes before the Legal and Finance Department to come forward to move forward to City Council.

Because the weather forecast was for a bad storm which was heading for Evanston, the meeting was called to an early close.

The motion to bring the recommendation of the loan along with terms and condition to City Council was passed unanimously 9-0.

A second motion was put forth by Alderman Burrus to push the items left on the agenda to the next meeting.

The motion was seconded and passed unanimously 9-0.

The next meeting will be held on Wednesday, August 24, 2011.

Respectfully submitted,

Jan Hackman
OLD BUSINESS: Technology Innovation Center Update
Technology Innovation Center

Report to the City of Evanston
For the period April 1 to June 30, 2011

1. TIC Company News                              Page 2
2. New Incubator Companies / Expansions          Page 3
3. Incubator Seminar Series                     Page 4
4. Executive Director’s Activities               Page 5
5. TIC participation in events, sponsorships     Page 6
6. Web and Social Media                          Page 7
7. Alumni News                                  Page 8
8. Northwestern University Venture Challenge – Semifinals
   Program Book                                  Page 9
Psylotech announces successful round of funding

Psylotech announces that they were oversubscribed on their recent second round of funding from angel investors. The company also expanded in the Incubator, adding more office space on June 1. Psylotech hired a halftime operations manager in April.

NU Student Company Present Bee wins the NU Venture Challenge

Chris Sell and Jeffrey Eiden of Present Bee present their pitch to a panel of judges at the Northwestern University Venture Challenge on May 24. This company, which recently graduated from the Incubator, provides an online socially-generated gift recommendation service. Present Bee won 1st prize and $14,000.
Physical Property Measurements Levitation Device featured in Evanston RoundTable, April 21

Aero-Acoustic Levitator (photo: Jeff Sickel)

Physical Property Measurements recently unveiled their latest Aero-Acoustic Levitator, which levitates materials and heats them to near-solar radiance temperatures. PPM sold this levitator to a university in Aachen, Germany. PPM was featured in a recent Evanston RoundTable article (see link below).


New Incubator Companies

Kaliber Imaging, Inc. joined the Incubator on May 1. This R&D corporation is developing a system called the Mobility Monitor, which will screen for the risk of falls in elderly people and identify the cause.

The Grocer Exchange
The Grocer Exchange provides electronic data exchange services designed to enhance efficiency and profitability for key constituents in the packaged grocery products supply chain and to direct revenue to our members.

The Incubator is also currently considering about 12 qualified companies for entry into our facilities.
The Incubator is pleased to announce the following company expansions:

-- Psylotech: expanded into another office space and hired 1 half-time operations manager.

-- MarketMaker 4: hired 5 full-time employees.

-- Sales-I: expanded into another office space and hired 1 full-time employee.

-- Atmosphere Communications: hired 12 off-site contractors and 1 part-time employee.

-- Enspirea: hired one full-time sales engineer.

**Incubator Seminar Series Presents:**

**Marketing and Sales Management Databases: a Guide for Entrepreneurs**

Incubator alum John Kennedy explains how to set up a marketing database and manage the BtoB sales process at the Incubator on June 30, 2011.

John Kennedy founded Marketing Information Systems in 1982 and was one of the first tenants in the Incubator in 1986. Customers included over 500 corporations in the U.S. and Europe, including IBM Worldwide, DHL, MCI, and Thomson Publishing. He successfully sold his business in 1998. Kennedy is a serial entrepreneur whose current company, Vasc-Alert LLC, is located at 820 Davis St., suite 504.
Executive Director’s Activities

Tim Lavengood was a judge for the Northwestern University Venture Challenge semifinals on April 25, 2011. See the venture challenge program book on page 9 for more information.

Tim was also a judge at the InNUvation Pitch Challenge, held at the Prairie Moon in April. At this event, aspiring entrepreneurs present their business ideas to a judges’ panel of industry experts. The judges’ panel also included Mohan Sawhney, director of the Center for Research in Technology and Innovation at Kellogg, and entrepreneur Mike Evans, founder of GrubHub.

Tim was also a judge for Professor Michael Marasco’s entrepreneurship course at NU. Tim judged the students’ final presentations on June 8.

Tim Lavengood interviewed for 1M/1M Series on Business Incubation, April 9:


The 1M/1M site presents interviews with over 30 industry leaders who have shared their best practices and challenges. This series includes a discussion with Tim Lavengood about what makes the Technology Innovation Center unique.

Tim Lavengood interviewed for article on cloud computing in Evanston RoundTable, April 13:

http://evanstonroundtable.com/main.asp?Search=1&ArticleID=4027&SectionID=15&SubSectionID=26&S=1

Business plan competition
Tim Lavengood has received 4 quality business plans and is actively seeking more that will qualify for the business plan competition. Competition location and date are still in the planning process.

Broadband Internet
The Incubator is in the process of acquiring an additional rack of computers, donated by Northwestern University, to expand our website hosting capacity. This will enable us to expand managed Internet services such as company website hosting.
TIC participation in events, sponsorships

Startup Illinois Event

Governor Pat Quinn announced on May 20 the launch of Startup Illinois and the Illinois Innovation Network, to support and accelerate growth of Illinois’ high-growth entrepreneurs. The Startup Illinois launch took place at the Chicago Merchandise Mart.

At the Startup Illinois launch: Incubator Executive Director Tim Lavengood and Incubator alum Alex Campbell, co-founder of Vibes, a Chicago-based provider of mobile marketing services. Alex was featured in the video shown at the Startup IL event. Alex and Jack Philbin co-founded Vibes in 1998. The company grew to 85 employees and is now located in Chicago.

Seen at the Startup Illinois launch: Warren Walker, president of Incubator company Atmosphere Communications; Scott Case, CEO of the Startup America Partnership and co-founder of Priceline; Dillon Ross of Atmosphere Communications.
The Incubator co-sponsors CMS Expo
The Incubator was a community co-sponsor of the CMS Expo Learning and Business Conference, held in Evanston in May, 2011. CMS Expo is a business & technology conference for web content pros worldwide.

Co-hosts of CMS Expo’s North By Northwestern Night launch party included the City of Evanston, Technology Innovation Center, and Downtown Evanston. The party was held at Tommy Nevin's Pub in May, 2011.

Web and Social Media
The Incubator launches Official Facebook Page
We created a social media plan for the Incubator, to include a Facebook page, LinkedIn profile and group. We formally launched the Facebook page on April 28, 2011. We also added a Facebook icon to the Incubator’s website, so our website visitors can also visit the Facebook page. Our Facebook page can be seen at:

www.facebook.com/TechnologyInnovationCenter

Website update
We developed a preliminary website update plan in the month of April and met with our Internet service provider at Arc Technology Group to discuss details, including the possibility of moving our site from Arc and hosting it at the Incubator instead. This would give us greater control over updating content.
Technology Innovation Network

The Incubator’s online community, www.technologyinnovationcenter.org, grew to 334 members during the time period covered by this report. We plan to create an online entrepreneurial community on LinkedIn and migrate these users into this new networking group.

Alumni News

Adam and Chad Saffro started Realtime Freight in the Incubator in 2003, which grew to over 60 employees and is now located in Chicago. The brothers recently launched a new green transportation consulting firm called WAC Distribution. See the blog posting on Tech.li for more information:

NUVC 2011 Semi-Finals

Monday, April 25th, 2011

Technological Institute,
Northwestern University
NUVC

The 5th Annual Northwestern University Venture Challenge
InNUvation’s 2011 NU Venture Challenge is Northwestern University’s only university-wide entrepreneurship competition. The student-run competition is a platform for entrepreneurial students to experience first-hand the process of cultivating a business idea from scratch. The goal is to promote and support entrepreneurship, enhance collaboration and the exchange of ideas, establish credibility and provide startup capital. Participants will have access to world-class faculty, veteran entrepreneurs, and early-stage investors. In addition, students can form teams by drawing on the diverse backgrounds, interests, and talents of individuals throughout the university. Teams consist of up to 10 members with at least half of the members being full-time or part-time students at Northwestern University during the 2010-2011 school year. Abstracts will be judged in competition for $30,000 in prizes, which can be applied as venture capital.

The Challenge
Abstract Round 1: Submitted abstracts will be judged within the first two weeks after the submission deadline on March 25th and semifinalists will be notified of their progress into Round 2 at the conclusion of that period no later than April 13th. Teams can request mentors to prepare for their next two rounds.
Semifinal Round 2: Teams with the 24 best round 1 submissions will move into the semi-final round, where they will be judged by a panel of VCs and entrepreneurs. This round will require the team to do a 3-minute elevator pitch and answer a few questions from the judges. The results of the semi-finals will be announced the same day, April 25th with feedback distributed to teams on the following day.
Final Round 3: The 6 best teams will move to the final round, where they will be required to give a more detailed 10 minute presentation, and have a five minute Q&A session with a panel of judges. The presentations will be done in front of a live audience on May 24th.

The Prizes
First Place: $14,000
Second Place: $7,000
Third Place: $3,000
Best Undergraduate Pitch: $1,500
Best Social Media/IT Pitch: $1,500
Best Green Energy/Sustainability Pitch: $1,500
Best Nanotech/Healthcare Pitch: $1,500
Judge Biographies

Len Bland

Len Bland is Managing General Partner of Midwest Renaissance Fund, a VC Fund in formation. As the Capital Matchmaker with Concept Equity Group, Mr. Bland prepares entrepreneurs for investment and screens entrepreneurs for investors. He coaches them on their people, partners, strategy, and investor communications. Mr. Bland runs the BNC VC Group. The BNC Venture Capital Group introduces exciting investment opportunities to professional investors (angels, early stage venture capitalists, and private equity firms seeking add-ons) and fosters the growth of entrepreneurial activity. Mr. Bland has founded seven other companies including FatraCorp. Mr. Bland combines 30 years of financial, IT and sales experience. Len earned his MBA (with concentration in operations management) at Northwestern University’s Kellogg Graduate School of Management, and his CPA and Bachelors in Accounting from the University of Illinois.

Tim Lavengood

Tim Lavengood has been director of the Technology Innovation Center, the high-technology incubator in Evanston, Illinois, since 1999. He oversees overall operations, including due diligence on applicant companies, coordination of facilities and service programs, and liaison with area universities. Prior to joining TIC, Tim was a founding partner in Tambourine Technologies, a consultancy that advised developing economy governments on opportunities to leverage local resources with appropriate technologies to produce globally competitive goods and services. Tim was also a founder of the Institute for International Entrepreneurship and an industrial development specialist at Northwestern’s Center for the Interdisciplinary Study of Science and Technology. He began his career by founding Occam’s Razor, Inc., a science communications firm.

Jeff Smith

Jeff Smith, a Northwestern graduate, is the CEO and co-founder of Clarity Consulting, a Chicago-based firm focusing on emerging technology and innovation consulting. Heavily involved in occasionally connected mobile platforms, Clarity has developed consumer applications for Tribune Companies, Facebook, ESPN, Fox, and Kraft Foods in the last year. Jeff is also a co-founder of Clarity Ventures, an early-round investment fund.

Shridhar Joshi

Shridhar P. Joshi has extensive experience in new product development, business development, product and portfolio management and strategic planning. Developed several product lines that have generated more than $4 B+ in total revenues. Created and incubated new businesses that produce more than $125M+ revenues with operating margins in excess of 22%. Significant experience in starting international operations across multiple continents including M&A. Outstanding leadership, execution, communication and negotiation skills with a unique combination of creative and analytical abilities. Proven track record in stimulating business growth via innovation and leading organizational change. Currently working with entrepreneurial ventures in social networking and mobile apps area.
OLD BUSINESS: Downtown Evanston Update
The following represents Downtown Evanston’s first interim report required by our Implementation Agreement for Special Service Area #4 (SSA) for Calendar year 2011. This report will provide an update on Downtown Evanston’s activities since the last report in February, 2011.

This interim report consists of three parts: A cover memo, samples of Downtown Evanston’s 2011 marketing materials, and internal financial statement for five months of FY2011 (March through July 2011).

Marketing highlights February, 2011 – July, 2011 include:

- Downtown Evanston in July 2011 hired Matt DiNello as the new Marketing and Events Coordinator. Matt is a recent graduate of Marquette University with a degree in International Business and Marketing. He most recently served the past 7 months as an intern with the Greater North Michigan Avenue Association in Chicago. During his tenure in Chicago he worked on projects such as the Magnificent Mile Festival Lights Festival and assisted with the creation of a new Magnificent Mile passport program similar to the Passport to Downtown Evanston program. We are delighted to welcome Matt to Evanston.

- Downtown Evanston has brought in two interns this summer. Dan Toth, a second year grad student at UW-Milwaukee in Urban Studies who last year worked with the Downtown Milwaukee Business Improvement District assisting with business inventory. Dan’s duties this summer included researching online sales of gift cards, updating the building inventory with photos, constant contact blast emails, social media, and benchmarking. The organization also brought in intern Nathan Livingston a junior at ETHS who has been assisting with the organizations social media and distribution of materials to businesses. Nathan has also become the official greeter for visitors to our new offices this summer. We were delighted to have both interns this summer and Nathan will continue this school year on a limited basis around his schoolwork. Sherry Kelly continues to work 15 hours a week with Downtown Evanston and coordinates business retention visits and keeps the business inventory up to date.

- Downtown Evanston has enhanced advertising as a Visitor Information Center for Evanston’s guests while they are in the downtown. Downtown Evanston has provided help to visitors in the way of brochures, maps, gift cards, directions, hotel accommodations, transportation...
options, event information, and general information. Currently, we are in the process of tracking the number of visitors helped at the Downtown office, and through the first two weeks of August, Downtown Evanston has helped 64 guests. We look forward to expanding our expertise as a Visitor Information Center, and continuing to provide top-notch service to Evanston’s guests. Whenever we have a question that can’t be answered we call 311 at the City of Evanston to get assistance. To date we have seen visitor’s from such places as Ohio, New York, Wisconsin, Ireland, Australia, Jamaica to name a few.

- Gift Card Program – Downtown Evanston under contract with Store Financial, launched the Downtown Evanston Gift Card Program on December 1 with 120 participating businesses. The gift card program serves as a valuable marketing tool that keeps shopping dollars within the downtown business community. Plans for 2011 included heavily marketing the card to Northwestern University students and faculty, local churches/organizations, and the two local hospitals. The cards are for sale at the Downtown Evanston office and First Bank and Trust and very shortly will be for sale online.

- Each gift card purchased includes a companion piece – a Passport to Downtown Evanston with discounts and offers from about 90 of the businesses signed up to accept the gift card. As of May 2011 in conjunction with Kellogg and McCormick School of Engineering Graduate students, we have launched the new Passport to Downtown Evanston App which takes the hard copy coupon book and turns it into an app for Iphone and Android smartphones.

- Downtown Evanston staff continues to work with the downtown Evanston marketing committee - comprised of several business owners, two board members with marketing backgrounds, and several marketing professionals who work for downtown businesses. They continue to meet to discuss future marketing programs and events for the downtown district.

- Downtown Evanston developed the first annual “Girl Whirl Weekend Getaway” for April 15-17 with the goal of generating shopping, dining and overnight stays in the downtown. Events included a welcome reception Friday evening, fashion and trunk shows at local apparel retailers, various retail events including classes and tastings, the option to attend theater or film, and restaurant specials. We partnered with the Talking Pictures Film Festival occurring that same weekend to cross-promote the two events. All five downtown hotels provided overnight packages with special rates. Advertising included the March issue of AAA Living magazine and Make it Better. We partnered with Chicago’s North Shore Convention and Visitors bureau on the ad buys for AAA Living Magazine and Time Out Chicago. Local ads ran in the Evanston Roundtable and on Evanston Now. We also partnered with the City of Evanston Women Out Walking event and conducted two organized walks that weekend. Over 150 registered for the weekend event at the Downtown Evanston visitor information center and received a downtown Evanston tote bag and $10 gift card.

- Downtown Evanston staff coordinated Super Sidewalk Sale, July 22-24 with the Chicago/Dempster business district to cross-promote for the sidewalk sales. This was also done in partnership with support by the North Shore Convention and Visitors Bureau who printed rack cards promoting Sidewalk Sales on one side and the Evanston Bike Race on the other. These cards were distributed through businesses in both districts as well as at the Ogilvie Transportation Center in partnership with Metra.
Downtown Evanston staff continues to run the “It’s Thursday! Let’s Dance” program which attracts over 300 attendees each week over a six week period from July 14 – August 18. Advertising media included:

- CTA advertising included 100 interior rail signs on the Purple (Evanston Express) and Yellow (Skokie Swift) lines.
- Print advertising in TimeOut Chicago in partnership with Chicago’s North Shore Convention & Visitor’s Bureau.
- Online and print advertising in Evanston Now, Evanston Roundtable and Pioneer Press. Marketing materials including posters and fliers are distributed to downtown businesses. Weekly blast emails are sent out as well as postings on facebook & twitter.

Downtown Evanston regularly attends the bi-monthly tourism meeting hosted by Chicago’s North Shore Convention & Visitor’s Bureau. As of August 2011, ED Dellutri is the chair of the tourism committee and meetings take place at the Downtown Evanston offices. These meetings allow for exchange of ideas and event details among CVB member attendees: Downtown Evanston, area hotels, arts and cultural organizations, shopping centers, and Northwestern’s athletics department to name a few. The CVB also gives updates on their current projects and familiarization trips for meeting planners/tour operators.

In order to drive timely Facebook/Twitter content, Downtown Evanston frequently calls and visits businesses in order to promote their events/sales/specials/products via social media outlets. We also keep an updated list of weekly specials and discounts on the website, with content populated by staying in contact with businesses, following them on social media, and subscribing to their E-newsletters in order to promote their events/sales/special products.

Downtown Evanston uses Google Analytics as a tool to measure our website traffic and what drives it in order to gauge our marketing effectiveness. A separate report is attached breaking down our website analytics for the quarter including February, 2011 – July, 2011.

Downtown Evanston consistently works to increase its database for the bi-weekly consumer E-newsletter. In addition to email collection boxes distributed throughout the downtown, we have begun setting up a prize wheel in key locations (Fountain Square, the plaza outside Rotary International). In exchange for a business card or completed name/email slip, people received a spin of the wheel. Prizes are donated by downtown businesses and include gift cards and merchandise. Since May 1, the number of consumers on our blast emails has increased from about 1,500 to over 2,000. We will continue to feature these email collection boxes and/or “spin to win” at our events, and those that we partner with.

Downtown Evanston is developing its first fall event for Saturday, September 17. Center Stage in Downtown Evanston, A Musical Block Party for all Ages. This new event will take place on Maple Avenue between Church and Clark. It will run from 11am to 9pm and offer kids entertainment transitioning into dance music by the Angel Melendez (Salsa), The Flat Cats (Swing) and the evening will close out with the Shirley King Band (BB King’s daughter). The Evanston Art Center will have a kid’s activity tent from 11am to 3pm and food will be offered by local restaurants, Bravo, Buffalo Wild Wings, The Rhythm Room, and
Chili’s. The first 500 attendees to the festival will receive a pair of bright red sunglasses. Details are still being finalized for this new event. See attached flier.

Organizational Development:
- As required by Downtown Evanston’s Implementation Agreement with the City, two public Board meetings are held annually (May and November). The annual meeting was held on Thursday, May 20, 2011 and the 2nd public meeting will be held on November 17, 2011.
- A new benchmarking system is being developed and will be shown in the budget document submitted in September.
- Per the Implementation Agreement between the City of Evanston and Downtown Evanston, the Downtown Evanston Board of Directors is preparing the budget submission document that is due to the City Manager by September 15, 2011 for review by the Economic Development committee at its September meeting.

Business Development:
- Downtown Evanston, as appointed project manager for the feasibility study/strategic plan for the upper floor of the Varsity Theatre building has completed its work with Kennedy Smith and the Community Land Use and Economics Group and the task force which met most recently on July 12, 2011. The final report has been issued to the committee and can be viewed at http://www.downtownevanston.org/doing-business-here/business-resources

Business Recruitment:
- To further strengthen demand for downtown’s real estate, the current website www.downtownevanston.org has had an update to the “doing business” section. The commercial real estate section now has the ability to allow property owners and brokers to upload their most current information at any time of the day. There is also a new section called “real estate space request,” which will send an email to the executive director to follow-up with a phone call to discuss the potential tenant’s needs. This data is updated continually done by Downtown Evanston staff. Staff is also registered to attend the International Council of Shopping Centers Deal Making session in October with City Staff.
- The Downtown Evanston website is also being updated by gathering information from Costar and Loopnet as well as monthly emails to the broker community. This allows for current up to date information regarding vacancies on the Downtown Evanston website.
- Office inventory has become a priority and Downtown Evanston staff are on the street visiting office businesses within the downtown district distributing brochures, pens and offering the opportunity to be listed on the Downtown Evanston Website.

Business Retention:
- Since February, Downtown Evanston has organized one ribbon cuttings that was advertised via E-newsletter and social media. Downtown Evanston welcomed Tiny Dog Cupcake at 616 Davis Street. Mayor Tisdahl officiated at this events.
A comprehensive database program based in Filemaker Pro is used to collect and keep current downtown business data. This is one centralized location to inventory businesses. Staff currently has an inventory of all first floor retail, restaurant and service businesses and is working to inventory all office tenants. Staff this summer has added photos of each building to the inventory.

Downtown Evanston continues to attend the Joint Economic Development committee which continues to meet on a monthly basis at the City of Evanston Civic Center with representation by the City of Evanston, the Evanston Chamber of Commerce, and Chicago’s North Shore CVB, Chicago Dempster Merchants association, Howard Street, Noyes Street, Central Street, Main Street, Dempster Dodge and other various business partners to discuss business district initiatives. The committee is currently reviewing a joint purchase of holiday lights to see if it is feasible for 2011. Gina Speckman of Chicago’s North Shore CVB will be conducting a social media seminar for the group on August 23.

Downtown Evanston staff continues to meet on a bi-monthly basis with the North Shore Economic Development Professionals group.

Maintenance:

- Downtown Evanston continues to monitor the banners through all the rain and wind storms this summer.
- Staff meets on a monthly basis with the current contract provider for services, the Brickman Group. Each month a walk around takes place and areas are monitored to determine areas that need replacement materials. During this time sidewalks are monitored for brick paver issues and then submitted to the Director of Public Works.

Downtown Evanston staff has worked in conjunction with City Staff to revise the 3 year maintenance contract that has recently gone out to bid this summer for work to begin January 1, 2012.

Downtown Evanston continues to strive to be the responsive, professional downtown organization envisioned with the SSA renewal in 2007. Having a clean, safe commercial district with successful storefronts, restaurants and office tenants will remain critical to downtown Evanston’s image as a unique place to do business. Downtown Evanston plans to continue its role as ‘place’ manager and marketer. As has always been the case, the City of Evanston remains Downtown Evanston’s most important partner in sustaining a vibrant downtown, and Downtown Evanston Board and staff greatly appreciate your support.

Should any of you have any questions about this report, please do not hesitate to contact Carolyn Dellutri, Executive Director at 847-570-4724
Facebook Statistics

Post Views
The number of times people have viewed a News Feed story posted by your Page.
2/1 – 7/31 – 370,009

Monthly Active Users
The number of people who have interacted with or viewed your Page or its posts
As of 7/31/2011 we have 3,065 monthly active users

Gift Card Statistics

<table>
<thead>
<tr>
<th></th>
<th>2/1 – 7/31</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Transactions</td>
<td>848</td>
</tr>
<tr>
<td>Total Amount Redeemed in businesses</td>
<td>$14,126.40</td>
</tr>
<tr>
<td>Total Dollar Amount of new gift cards sold</td>
<td>$14,443.00</td>
</tr>
<tr>
<td>Number of New Gift Cards Sold</td>
<td>509</td>
</tr>
</tbody>
</table>

Top (5) Business Redemptions 2/1 - 7/31

<table>
<thead>
<tr>
<th>Business</th>
<th>Number of Transactions</th>
<th>Total Dollar Amount</th>
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<tbody>
<tr>
<td>Whole Foods</td>
<td>54</td>
<td>$774.24</td>
</tr>
<tr>
<td>The Gap</td>
<td>19</td>
<td>$757.97</td>
</tr>
<tr>
<td>Uncle Dan’s</td>
<td>17</td>
<td>$604.99</td>
</tr>
<tr>
<td>That Little Mexican Cafe</td>
<td>25</td>
<td>$581.98</td>
</tr>
<tr>
<td>LuLu’s</td>
<td>32</td>
<td>$536.54</td>
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</table>

Google Analytics

<table>
<thead>
<tr>
<th>Website</th>
<th>2/1 – 7/31</th>
<th>Visits</th>
<th>Pageviews</th>
<th>Pages per visit</th>
<th>Average time of site</th>
<th>New Visits</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="http://www.downtownevanston.org">www.downtownevanston.org</a></td>
<td>2/1 – 7/31</td>
<td>25,421</td>
<td>109,882</td>
<td>4.32</td>
<td>00:03:15</td>
<td>74.52%</td>
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</table>
Visits Top 5 Cities

<table>
<thead>
<tr>
<th>City</th>
<th>Visits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evanston</td>
<td>6,793</td>
</tr>
<tr>
<td>Chicago</td>
<td>6,695</td>
</tr>
<tr>
<td>Skokie</td>
<td>541</td>
</tr>
<tr>
<td>Wilmette</td>
<td>372</td>
</tr>
<tr>
<td>Glenview</td>
<td>332</td>
</tr>
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</table>

Top 10 Referring Sites

<table>
<thead>
<tr>
<th>Site</th>
<th>Visits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Google</td>
<td>12,327</td>
</tr>
<tr>
<td>Cityofevanston.org</td>
<td>5,023</td>
</tr>
<tr>
<td>Direct</td>
<td>3,590</td>
</tr>
<tr>
<td>Facebook.com</td>
<td>673</td>
</tr>
<tr>
<td>Evanstonnow.com</td>
<td>441</td>
</tr>
<tr>
<td>Bing.com</td>
<td>420</td>
</tr>
<tr>
<td>Yahoo.com</td>
<td>371</td>
</tr>
<tr>
<td>Aol.com</td>
<td>148</td>
</tr>
<tr>
<td>Search.com</td>
<td>134</td>
</tr>
<tr>
<td>Twitter.com</td>
<td>99</td>
</tr>
</tbody>
</table>

Top 5 Referring Keywords

<table>
<thead>
<tr>
<th>Keyword</th>
<th>Visits</th>
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<tbody>
<tr>
<td>Downtown Evanston</td>
<td>2120</td>
</tr>
<tr>
<td>Evanston restaurants</td>
<td>628</td>
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<tr>
<td>Downtown Evanston restaurants</td>
<td>270</td>
</tr>
<tr>
<td>Evanston il restaurants</td>
<td>270</td>
</tr>
<tr>
<td>Evanston downtown</td>
<td>219</td>
</tr>
</tbody>
</table>

Passport to Downtown Evanston App Statistics since May 20, 2011

<table>
<thead>
<tr>
<th>Category</th>
<th>Value</th>
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<tbody>
<tr>
<td>Downloads</td>
<td>1214</td>
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<tr>
<td>Redemptions</td>
<td>311</td>
</tr>
<tr>
<td>Favorites</td>
<td>751</td>
</tr>
<tr>
<td>Businesses</td>
<td>83</td>
</tr>
</tbody>
</table>
Business Closed between Feb 2011 through July 2011

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Address</th>
<th>Type</th>
<th>Date</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carmen's of Evanston</td>
<td>1014 Church St.</td>
<td>Restaurant</td>
<td>Feb-11</td>
<td>closed this location</td>
</tr>
<tr>
<td>Davis Florist</td>
<td>1022 Davis St.</td>
<td>Retail</td>
<td>Feb-11</td>
<td></td>
</tr>
<tr>
<td>My Panini</td>
<td>1100 Davis St.</td>
<td>Quick Eats</td>
<td>Feb-11</td>
<td></td>
</tr>
<tr>
<td>Sabai Thai Cuisine</td>
<td>724 Clark St.</td>
<td>Restaurant</td>
<td>Feb-11</td>
<td></td>
</tr>
<tr>
<td>Borders Books &amp; Music</td>
<td>1700 Maple Ave</td>
<td>Retail</td>
<td>Apr-11</td>
<td></td>
</tr>
<tr>
<td>Futami Japanese Cuisine</td>
<td>1700 Orrington Ave.</td>
<td>Restaurant</td>
<td>Apr-11</td>
<td></td>
</tr>
<tr>
<td>Giordano Dance School</td>
<td>614 Davis St.</td>
<td>Organization</td>
<td>Apr-11</td>
<td>Moved to Chicago</td>
</tr>
<tr>
<td>Art &amp; Architecture Design</td>
<td>1636 Orrington Ave.</td>
<td>Specialty Services</td>
<td>May-11</td>
<td></td>
</tr>
<tr>
<td>Market Fresh Books</td>
<td>602 Davis St.</td>
<td>Books</td>
<td>Jun-11</td>
<td>Consolidated w/2nd store 700 Church</td>
</tr>
<tr>
<td>Chaz Nutrition &amp; Health</td>
<td>612 Davis St.</td>
<td>Health Wellness</td>
<td>Jun-11</td>
<td></td>
</tr>
</tbody>
</table>

Businesses Opened between February 2011 through July 2011

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Address</th>
<th>Type</th>
<th>Date</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creative Coworking</td>
<td>922 Davis St.</td>
<td>Business Support</td>
<td>Mar-11</td>
<td></td>
</tr>
<tr>
<td>Sleevecandy.com</td>
<td>1630 Orrington Ave.</td>
<td>Apparel</td>
<td>Jun-11</td>
<td></td>
</tr>
<tr>
<td>Gigi Bottega</td>
<td>612 Davis St.</td>
<td>Womens Apparel</td>
<td>Jun-11</td>
<td></td>
</tr>
<tr>
<td>Adeline's Room</td>
<td>602 Davis St.</td>
<td>Specialty Retail</td>
<td>Jul-11</td>
<td>Moved from Chicago/Dempster</td>
</tr>
<tr>
<td>High Performance Computers</td>
<td>622 Grove St.</td>
<td>Electronics</td>
<td>Aug-11</td>
<td>Moved from Foster Ave.</td>
</tr>
</tbody>
</table>
ADD MAY 19TH TO YOUR CALENDAR

Downtown Evanston Annual Meeting & Celebration 2011

WHERE
Former Border Books & Music
1700 Main Ave.
Evanston, IL 60201

WHEN
Thursday May 19, 2011
5:00pm to 6:00pm

MEETING AGENDA

• Board Member Election
• Downtown Evanston Program Update
• Kelley Student Presentation of Passport to Downtown Evanston App
• Evanston 100 Program Update
• Reception to Follow

RECEPTION

• "Taste of Downtown Evanston"

You are cordially invited to join the Downtown Evanston Board of Directors and staff for our 2011 Annual Meeting and Celebration.

Join Evanston business owners, professionals, city staff and our board of directors for our public board meeting and a celebration of great partnerships. There will be food, music, art, wine and friends!

EDC Meeting 8/24/11
Page 24 of 77
**Girl Whirl WEEKEND GETAWAY IN DOWNTOWN EVANSTON**

**Downtown Evanston, April 15-17**
Getaway with your girlfriends for a fun-filled weekend!
- dining
- shopping
- special offers
- fashion events
- talking pictures film festival
- wine tasting
- yoga zumba
- women out walking
- exclusive offers

Spend the day or stay the entire weekend.
For event details including booking your visit go to **DOWNTOWN_EVANSTON.ORG**
or call 847-866-6319.

And don’t forget...
Downtown Evanston Gift Cards make the perfect gift.

---

**Evanston Super Sidewalk**

**FRIDAY, JULY 22 - SATURDAY, JULY 23 - SUNDAY, JULY 24**
Evanston’s annual sidewalk sale! The merchants you love and the bargains you dream of. Three full days. Don’t miss the fun!

[Map and details of Evanston Super Sidewalk]

**SHOPEVANSTOR.COM**
**SHOPDOWNTOWNEVANSTOR.COM**
<table>
<thead>
<tr>
<th>Income</th>
<th>YTD</th>
<th>YTD</th>
<th>YTD</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contribution</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
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<td>City of Evanston Contributions</td>
<td>$36,000.00</td>
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<td>SSA 4</td>
<td>$194,000.00</td>
<td>$194,000.00</td>
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</tr>
<tr>
<td>SSA 5</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
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<tr>
<td>Total 4030 Marketing Reimbursement</td>
<td>$8,921.90</td>
<td>$16,300.00</td>
<td>$7,378.10</td>
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<td>Maintenance Contract Reimbursement</td>
<td>$45,165.00</td>
<td>$45,156.00</td>
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<td>Interest Income</td>
<td>$32.43</td>
<td>$125.00</td>
<td>$92.57</td>
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<td>Card Activation Fees</td>
<td></td>
<td></td>
<td>$2.00</td>
<td></td>
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<tr>
<td>Total Income</td>
<td>$294,119.33</td>
<td>$301,581.00</td>
<td>$7,461.67</td>
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<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Marketing Expenses</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Total 6010 Marketing Shopping</td>
<td>$5,370.25</td>
<td>$16,750.00</td>
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<tr>
<td>Total 6020 Marketing Dining</td>
<td>$5,397.25</td>
<td>$13,250.00</td>
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<tr>
<td>Total 6030 Marketing Commercial/RE</td>
<td>$3,256.63</td>
<td>$7,000.00</td>
<td>$3,743.37</td>
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<tr>
<td>Total 6040 Marketing Events</td>
<td>$25,895.53</td>
<td>$23,000.00</td>
<td>$(2,895.53)</td>
<td>$54,500.00</td>
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<td>Directory &amp; Collateral Material</td>
<td></td>
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<tr>
<td>Graphic Design</td>
<td>$-</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>$5,000.00</td>
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<td>Printing</td>
<td>$-</td>
<td>$11,000.00</td>
<td>$11,000.00</td>
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<tr>
<td>Gift Card Expense</td>
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<td>$7,500.00</td>
<td>$5,157.17</td>
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<tr>
<td>Website</td>
<td>$-</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
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<td>Street Banners</td>
<td>$-</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td>$2,000.00</td>
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<tr>
<td>Other Marketing Expense</td>
<td>$109.76</td>
<td>$500.00</td>
<td>$390.24</td>
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<td>Total 6000 Marketing Expenses</td>
<td>$42,372.25</td>
<td>$85,000.00</td>
<td>$42,627.75</td>
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<tr>
<td>Maintenance Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Improvements</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Planters</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Materials</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
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<td>Equipment</td>
<td>$-</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
<td>$4,000.00</td>
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<td>Contract</td>
<td>$90,776.00</td>
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<td>$(176.00)</td>
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<td>Total 6100 Maintenance Expense</td>
<td>$80,776.00</td>
<td>$81,800.00</td>
<td>$1,024.00</td>
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<tr>
<td>Total 6500 Holiday Decorations Lease</td>
<td>$18,343.00</td>
<td>$18,000.00</td>
<td>$(343.00)</td>
<td>$34,000.00</td>
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<td>Administrative</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Accounting</td>
<td>$-</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>Internet/DSL</td>
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<td>$600.00</td>
<td>$40.00</td>
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<td>Telephone</td>
<td>$2,014.02</td>
<td>$2,500.00</td>
<td>$485.98</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Rent</td>
<td>$3,903.20</td>
<td>$4,500.00</td>
<td>$596.80</td>
<td>$9,000.00</td>
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<tr>
<td>Office Supplies</td>
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<td>$1,250.00</td>
<td>$816.13</td>
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<td>Miscellaneous</td>
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<td>$500.00</td>
<td>$343.11</td>
<td>$1,000.00</td>
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<td>Professional Services</td>
<td>$3,544.81</td>
<td>$2,875.00</td>
<td>$(669.81)</td>
<td>$3,500.00</td>
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<tr>
<td>Licenses &amp; fees</td>
<td>$45.00</td>
<td>$750.00</td>
<td>$705.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>Dues &amp; Subscriptions</td>
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<td>$900.00</td>
<td>$(370.00)</td>
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<td>Business/Professional Development</td>
<td>$10.00</td>
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<td>$6,800.00</td>
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<td>$600.00</td>
<td>$159.07</td>
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<td>Board Meeting</td>
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<td>$300.00</td>
<td>$115.72</td>
<td>$500.00</td>
</tr>
<tr>
<td>Varsity Theatre Reimbursement(2/11 new)</td>
<td>$-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 7100 Admin</td>
<td>$14,028.00</td>
<td>$26,175.00</td>
<td>$12,147.00</td>
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<tr>
<td>Total 7200 Payroll</td>
<td>$77,155.36</td>
<td>$92,175.00</td>
<td>$15,019.64</td>
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<tr>
<td>Total Expense</td>
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<td>$303,150.00</td>
<td>$(70,475.39)</td>
<td>$600,091.00</td>
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<tr>
<td>Net Income</td>
<td>$61,444.72</td>
<td>$(1,569.00)</td>
<td>$63,013.72</td>
<td>$468.00</td>
</tr>
</tbody>
</table>
Saturday, September 17
Festivities on Maple Ave. between Church & Clark
Live Music & Dancing from 11:00AM–9:00PM

Just a small sampling of the wonderful musical groups that will be performing in the Downtown Evanston Center Stage event.

Angel Melendez
Red hot chili pepper salsa, merengue, bachata and all rhythms Latin.

Shirley King
Sweet home Chicago blues in the family tradition of B.B. King

The Flat Cats
Hot swing, cool jazz, contemporary classics and timeless standards

Also from the Evanston Arts Center
Arts and crafts activities that will be fun for the whole family.

Also on Sunday, September 18th
See a unique festival showcasing 17 local performing arts groups. To learn more visit BackstageEvanston.com

Free sunglasses for the first 500 attendees!!

Backstage Evanston
See it first

DOWNTOWN EVANSTON
CENTER STAGE
DOWNTOWN EVANSTON
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Festivities on Maple Ave. between Church & Clark
Live Music & Dancing from 11:00AM–9:00PM

A musical block party for all ages.

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DOWNTOWN EVANSTON
CENTER STAGE
OLD BUSINESS: Update and Discussion of Evanston’s Tax Increment Financing Districts
To: Chair and Members of the Economic Development Committee

From: Martin Lyons, Assistant City Manager/Treasurer  
Stephen Griffin, Community and Economic Development Director  
Nancy Radzevich, Economic Development Manager

Subject: Staff Update on Global TIF Analysis

Date: August 18, 2011

Background
As a result of questions and concerns raised at the July 27, 2011 Economic Development Committee (EDC) meeting, Staff will be providing the EDC with a presentation and "interactive" update on the Staff’s continuing efforts of evaluating the current TIF’s and exploring potential future TIF districts. Staff will be responding to the EDC’s general TIF questions with a general overview of TIF designation and administration and then a more detailed interactive presentation on the existing five (5) TIF Districts. The presentation will discuss the current status of private and infrastructure related projects in each TIF. Because the Capital Improvements Plan for 2012 is only in preliminary stages, infrastructure projects in each TIF will not be finalized for recommendation until the budget is presented to City Council on October 15, 2011. Staff respectfully requests the Committee’s input and direction regarding infrastructure projects, which may in turn reduce the need for review/explanations during the budget process.

As discussed at the June and July Economic Development Committee (EDC) meetings, Staff has been looking at the existing TIF Districts in order to get a better sense of the type of projects that could be accommodated, the potential schedule for such projects, and ways in which we can better allocate the funding of the projects in order to balance the targeted economic development, which will grow the TIF directly, and infrastructure projects, which may be needed to support existing and future private development within the TIF. Once this work is reviewed, the City will be better able to analyze the potential for closing some of the older TIF’s and exploring the possibility of creating new TIF Districts. Based on potential development opportunities, outside of the current TIF Districts, staff feels that this exchange of TIF districts has the benefit of keeping the total area of the community within TIFs fairly constant, yet improving the potential for private development which will boost the overall assessed value of the community and increase the total economic activity within targeted areas.
Discussion Update
Since the last meeting, ED Staff and the Capital Improvements Team have met to further identify infrastructure related projects within all City TIFs. Further, as requested by EDC, Staff has gotten some additional information specifically on the Cleveland Street Sewer Extension project that was programmed for funding through the Southwest TIF in FY 13. This summary is attached.

As is the case with the City’s overall budget discussion, the City continues to balance the competing needs of operations and capital improvements/infrastructure maintenance. In the case of the TIFs, these competing needs take the form of choosing whether or not to close a TIF early or keep a TIF open longer to accomplish more private and/or infrastructure projects. As noted in our previous report, the amount of general property tax dollars that would be released from the two oldest TIFs could be a significant help in supporting and maintaining public safety and public works operations at current levels and, given the fact that the City only makes up 20% of the property tax bill, would also benefit our two local school districts.

Specifically related to the two TIF Districts which Staff had identified as possible candidates for early closure, Staff has been gathering additional information and is moving forward on providing requested updated information and recommendations, as follows:

1. For the Southwest TIF, Staff is continuing to explore two alternative options, one which would attempt to utilize all the balance of the free cash for the Cleveland Street Sewer project as well as any additional infrastructure projects and the other which would include securing the funding of the sewer project and, in the absence of additional infrastructure projects, providing the balance of “cash” to the taxing bodies either before or upon closure. Staff will be reviewing with Ward Aldermen prior to finalizing recommendations on those options; and

2. For the Howard/Hartrey TIF, Staff has been meeting with the Capital Improvements Team and getting their input on possible infrastructure projects that would support the district and, in turn, also benefit the immediate surrounding area. As of mid-day on Friday, August 19th, Staff had received an initial list of possible projects from the Engineering Division, totaling approximately $1M. Staff will be reviewing these potential projects and all other priorities within that District with the Ward Alderman and against the TIF statutes, before the next EDC meeting. Staff expects this will be an iterative process as we work with the Ward Alderman and City Departments to gather information, get estimated costs, and set up reasonable schedules for such projects, and similarly will review proposed options with the Ward Alderman prior to finalizing recommendations back to the EDC.

Staff has also had some additional conversations with the School Districts. As a means to continue to partner with them and to garner their support of the City’s economic
development efforts, particularly related to the administration of existing and/or creation of new TIF districts, Staff will be working on an updated agreement with the Schools.

Staff will be reviewing the spread sheets for these and other TIF Districts, as part of the “interactive” presentation. At that time, Staff can discuss and show the Committee what impacts changes to the projects, priorities, schedule, etc. could have on the available “cash flow.” Staff is expecting to bring back recommendations on the TIF’s and the School District agreement to the EDC’s September 21, 2011.

Attachments:
- Cleveland Street Sewer Extension Rehabilitation Project summary
PROJECT TITLE: CLEVELAND STREET SEWER EXTENSION REHABILITATION

Project Location: Southwest TIF District
Estimated Cost: $580,000

Detailed Project Description
This project includes the rehabilitation of the Cleveland Street sewer extension from Pitner Avenue west to the canal outfall. The existing sewer is constructed of segmented clay tile and is over 100 years old. The method of rehabilitation will be cured-in-place pipe (CIPP) lining. The scope includes lining 360 Lineal Feet (LF) of 57-inch diameter sewer and 563 LF of 60-inch diameter sewer. An inspection in 1986 identified numerous areas of the sewer needing rehabilitation. Note that 279 ft of 60-inch sewer extends beyond the TIF boundaries, but is included in this project because it is downstream of the TIF area and has no additional users connected between the TIF and the outfall. Failure of this segment will result in failure of the sewer located within the TIF boundaries to operate as designed.

<table>
<thead>
<tr>
<th>No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CIPP Lining of 57”/60” Cleveland Extension Sewer</td>
<td>605</td>
<td>LF</td>
<td>$650</td>
<td>$394,000</td>
</tr>
<tr>
<td></td>
<td>(in TIF)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>CIPP Lining of 60” Cleveland Extension Sewer</td>
<td>279</td>
<td>LF</td>
<td>$650</td>
<td>$182,000</td>
</tr>
<tr>
<td></td>
<td>(downstream of TIF)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>$580,000</td>
</tr>
</tbody>
</table>

1 Project Summary provided by City of Evanston Utilities Director
NEW BUSINESS: Discussion of Potential Emergency Assistance Program for Businesses
To: Chair and Members of the Economic Development Committee

From: Steve Griffin, Director of Community & Economic Development  
Nancy Radzevich, Economic Development Manager  
Johanna Nyden, Economic Development Planner

Subject: Emergency Assistance Program for Businesses During Severe Weather

Date: July 22, 2011

Summary:
Based on observations and discussions with business owners and operators, it has come to Staff’s attention that severe weather has had a significant impact on the operations of business in Evanston. Between last February’s blizzard and the recent June and July thunderstorms and subsequent power failures, many businesses have had to shut operations temporarily to recover. This has meant loss of revenue for business owners, loss of revenue for the City, loss of work days for employees and in the case of restaurants – food is spoiled and has to be thrown out.

Due to these circumstances, Staff seeks input from the Economic Development Committee on interest for establishing an emergency assistance program for businesses in the event of future severe weather. The goal of the program would be to help businesses continue operations after severe weather, power outages, or other similar events. A brief review of communities throughout the United States revealed that virtually no communities have this type of program to help businesses continue operations. Many communities did offer programs for businesses to rebuild after catastrophic events such as floods. If interest does exist, Staff will work to develop a program that can be discussed at future Economic Development Committee meetings.
NEW BUSINESS: Discussion of Potential Revisions to the Façade Improvement Program
Memorandum

To: Chair and Members of the Economic Development Committee

From: Nancy Radzevich, Economic Development Manager
Johanna Nyden, Economic Development Planner
Aaron Brown, Assistant Economic Development Planner

Subject: Discussion of Revisions and Updates to the Façade Improvement Program

Date: August 19, 2011

Purpose
This memorandum provides background information on the City’s Façade Improvement Program and is intended to solicit feedback from the Economic Development Committee regarding how to enhance the program so that it can best serve businesses and property owners.

Background
At the end of 2010, Economic Development Staff implemented the new Façade Improvement Program. The revised program provides participants the opportunity to receive a rebate upon completion of a façade improvement of the participants’ design, as approved by City Council. Businesses are eligible to receive a maximum amount of funding for the project, up to half of the total approved project cost, and the rebate is “forgivable,” over a sixty month period after completion. The program was set up with three distinctive funding rounds throughout the course of the year.

Participants are required to submit three (3) estimates for each component of the proposed improvement as well as written approval from the property owner, if the applicant is a tenant. Once projects are approved by City Council, a Program Agreement is executed between the participant and the City requiring the property owner to submit to a Declaration of Covenants Affecting Real Property (Program Agreement, page 23).

One program improvement has already implemented based on the Economic Development Committee’s recommendation to City Council that Staff be allowed to administer “Signage” grants for façade projects, in which the applicants are requesting less than $500 in assistance.

The following table provides a summary of all City Council approved façade projects for 2011, including maximum approved eligible amounts and date of City Council approval:
<table>
<thead>
<tr>
<th>Applicant</th>
<th>City Council Approval Date</th>
<th>Project Completed</th>
<th>Approved Funding Amount</th>
<th>Rebate Issued</th>
<th>Status/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oceanique (505 Main Street)</td>
<td>12/13/2010 and 8/8/2011</td>
<td>Yes</td>
<td>$10,000</td>
<td>$10,000</td>
<td>Rebate issued.</td>
</tr>
<tr>
<td>Few Spirits (918 Chicago Avenue)</td>
<td>12/13/2010</td>
<td>No</td>
<td>$6,400</td>
<td>-</td>
<td>Property owner would not approve recordation against the deed.</td>
</tr>
<tr>
<td>Stratosphere Networks (1732 Central Street)</td>
<td>3/14/2011</td>
<td>No</td>
<td>$8,000</td>
<td>-</td>
<td>Participant considering project scope revisions.</td>
</tr>
<tr>
<td>EGEA Spa (1521 Sherman Avenue)</td>
<td>3/14/2011</td>
<td>Yes</td>
<td>$5,200</td>
<td>$4,120</td>
<td>Rebate issued.</td>
</tr>
<tr>
<td>Varsity LLC (1706-1710 Sherman Avenue)</td>
<td>3/14/2011</td>
<td>No</td>
<td>$9,500</td>
<td>-</td>
<td>Staff is working with participant to execute Program Agreement.</td>
</tr>
<tr>
<td>Renaissance Realty and Construction (1715 Church Street)</td>
<td>3/14/2011</td>
<td>No</td>
<td>$16,500</td>
<td>-</td>
<td>Staff is working with participant to execute Program Agreement.</td>
</tr>
<tr>
<td>Evanston Festival Theatre, Inc. (600 Main Street)</td>
<td>3/14/2011</td>
<td>No</td>
<td>$2,250</td>
<td>-</td>
<td>Participant seeking to obtain consent from property owner.</td>
</tr>
<tr>
<td>Bosell Imports (1905 Church Street)</td>
<td>6/13/2011</td>
<td>No</td>
<td>$1,400</td>
<td>-</td>
<td>Participant has executed Program Agreement with the City.</td>
</tr>
<tr>
<td>Central Street Café (2800 Central Street)</td>
<td>6/13/2011</td>
<td>Yes; No</td>
<td>$9,400</td>
<td>$3,744.90</td>
<td>Partial rebate issued; Participant is working to provide documentation of project completion.</td>
</tr>
<tr>
<td>Hecky’s Barbecue (1902 Green Bay Road)</td>
<td>7/11/2011</td>
<td>No</td>
<td>$11,500</td>
<td>-</td>
<td>Participant is evaluating project options.</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$80,150</strong></td>
<td><strong>$17,864.90</strong></td>
<td></td>
</tr>
</tbody>
</table>

[1] The scope of this project was revised following initial approval in December 2010, and applied for re-approval from City Council in August 2011.
[2] These rebates have been processed by Staff and are currently awaiting approval from City Council to be issued to recipient.
[3] Separate applications and Program Agreements were accepted and approved from the property owner and the commercial tenant. One rebate has been issued; the second project is ongoing and will receive funding upon submittal of proper documentation indicating the project is complete.

Staff is working with all Participants to complete approved projects. In instances where Participants are unable to complete projects prior to the end of the 2011 fiscal year, the Participant can submit a written request for an extension of time, which will be considered by the Economic Development Committee and City Council.

The third and final round of funding for the 2011 Façade Improvement Program is currently open; the application deadline is Wednesday, August 31st, 2011. Staff is working with the next round of potential applicants who will appear before the Economic Development Committee at their Wednesday, September 21, 2011 meeting.
At the August 24, 2011 meeting, Staff will be seeking initial suggestions and recommendations from the Economic Development Committee on how the program can be improved. Suggestions, revisions and other feedback will be incorporated into a revised program and presented to the Economic Development Committee for consideration at the October 26, 2011.

Attachments
Façade Improvement Program Guidelines and Program Agreement
City of Evanston
Façade Improvement Program

Program Guidelines
Effective September 2010

DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
ECONOMIC DEVELOPMENT DIVISION
2100 RIDGE AVENUE, EVANSTON, ILLINOIS 60201
847-448-8100 economicdevelopment@cityofevanston.org www.cityofevanston.org
Contents

Program Overview and Purpose ................................................................................................ 3
Eligibility Criteria .................................................................................................................. 3
Façade Improvement Program Administration ................................................................. 4
Design Guidelines ............................................................................................................... 5
Program Steps ...................................................................................................................... 5
Terms & Conditions ............................................................................................................. 6
ATTACHMENT A: 2010-2011 Deadlines & Meeting Dates..................................................... 7
ATTACHMENT B: SAMPLE Program Agreement .................................................................. 9
Program Overview and Purpose

The purpose of the Façade Improvement Program ("the Program") is to improve the appearance of the façades, the street-facing exteriors of a building, of commercial buildings located throughout the City of Evanston. The Program seeks to improve a commercial building's façade that fronts a commercial corridor's public right-of-way. The Program works to address especially deteriorating property conditions and to generate business for Evanston's commercial areas.

Approved participants of the program are eligible to receive a rebate in the form of a loan, forgivable over a five (5) year period, upon the completion their approved project. Requirements for program submission for project consideration include:

- Completed Application form and accompanying documents; and
- Completed approval document from property owner indicating understanding of the terms and conditions of the program.

The Program is managed and administered by Staff in the City of Evanston's Community & Economic Development Department. On an annual basis, Staff will:

- Revise and publish the Façade Improvement Program Application ("the Application") as necessary. Revisions will include update of deadlines for submission as well as other pertinent program deadlines and dates. Additional revisions to the Application and the Program will be considered as recommended by City Council.
- Prepare proposed total dollar amount to be allocated to each Facade Improvement project and total budget for annual program from the Economic Development Fund. Total amount annually allocated for this program will be submitted to the Economic Development Committee for a recommendation for approval by the City Council.

Applications for this program will be accepted three (3) times per calendar year, February, May, and September. Attachment A outlines deadlines and public approval processes.

Eligibility Criteria

Eligible participants of the program include property owners of commercial buildings within Evanston and tenants of ground floor commercial buildings. A business owner who is leasing space must have:

- A current lease with a minimum of five (5) years remaining from the date of Application or provide evidence that the business has operated in Evanston for over five (5) years; and
- Written approval from the property owner to participate in the Program and consent to recordation against the subject property of a Declaration of Covenants Affecting the Property.

Eligible improvements include improvements that contribute to the visual enhancement of the property as viewed from the public right-of-way. Improvements must be comprehensive, incorporating enhancements/additions to several components of the existing façade. Examples of eligible improvements include painting, lighting, windows, doors, fascia, tile, canopies, awnings, trim, fascia boards, metal work and other decorative elements, and restoration of historic properties.
Ineligible Improvements include roofs, non-permanent fixtures, security systems, personal property, interior window coverings, equipment, any improvements not visible from the public right-of-way, and any improvements deemed to be inconsistent with redevelopment purposes and objectives.

Any alteration or construction on properties which have been designated as a local landmark or are located in historic districts must be approved by the Historic Preservation Commission prior to consideration for funding in the Program.

Ineligible Participants of the program include:

- National franchises/for profit corporations with more than ten locations outside of Evanston, unless the organization is headquartered in Evanston;
- Occupants or owners of buildings that are not current with property taxes, water bills, or properties possessing any sort of non-mortgage liens (i.e. mechanics lien, etc.);
- Persons who have one or more outstanding City of Evanston parking tickets;
- Buildings in excess of an 80,000 square foot footprint;
- Churches or other religious organizations;
- Government offices and agencies (non-governmental tenants are eligible);
- New construction, less than five (5) years old; and
- Property that has received façade improvement funds within the past ten years (unless change of use is significant enough to warrant change in façade).

**Façade Improvement Program Administration**

Projects are funded on a 50/50 cost-sharing basis. The Program provides participants the opportunity to receive a rebate up to the maximum amounts set forth in the sections below, forgivable over a five (5) year period, upon the completion of their façade project. Projects are eligible for up to half of the cost of the total project cost up to an approved amount.

**Funding Source(s):** Projects will be funded through: tax increment financing (TIF) through applicable TIF Districts, Community Development Block Grants, and Economic Development Funds. Staff will prepare recommendations for approval of Applications and submit to the appropriate Committee. Annual allocation of funds will be determined through the City’s budget process each year. Funds may be budgeted in the Economic Development Fund, Tax Increment Financing Funds (TIF), and Community Development Block Grant Fund (CDBG).

**Rebate – Forgivable Loan:** The Program provides participants the opportunity to receive a rebate up to the maximum amounts set forth below, forgivable over a five (5) year (or 60 month) period as described in the box, upon the completion of their façade project. Projects are eligible for up to half of the cost of the total project cost up an approved amount. To determine total eligible cost, rebates are based on a formula whereby the first thirty-five (35) linear feet of public right-of-way facing frontage (or less) is eligible for

<table>
<thead>
<tr>
<th>FIVE (5) YEAR FORGIVEABLE LOAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example Improvement:</td>
</tr>
<tr>
<td>Total Project Cost:             $50,000</td>
</tr>
<tr>
<td>Eligible Rebate:                $13,500</td>
</tr>
<tr>
<td>Owner/Tenant Funds:             $36,500</td>
</tr>
<tr>
<td>Total Forgivable Loan from the City: $13,500</td>
</tr>
<tr>
<td>Month 0-12 Loan ($2,700):       $10,800</td>
</tr>
<tr>
<td>Month 13-24 Loan ($2,700):      $  8,100</td>
</tr>
<tr>
<td>Month 25-36 Loan ($2,700):      $  5,400</td>
</tr>
<tr>
<td>Month 37-48 Loan ($2,700):      $  2,700</td>
</tr>
<tr>
<td>Month 49-60 Loan ($2,700):      $   0</td>
</tr>
</tbody>
</table>
up to $10,000 on a 50/50 cost-sharing basis. Each linear foot of frontage beyond thirty-five (35) is eligible for an additional $100 per foot. **Note:** if agreement is terminated prior to the completion of the five-year period, the Participant will be responsible for repayment of the loan on a prorated basis. The prorated amount due will be obtained by multiplying the original rebate amount times the percentage obtained by dividing the number of months remaining in the five (5) year period that commences on the month that the project was recorded by the Cook County Recorder of Deeds and ends on the 5th anniversary date by 60, which is the total number of months in the loan period.

Facades are defined as the portion of a building that faces the public right-of-way and is fronted by a sidewalk or similar pedestrian-oriented pathway. Measurements should be taken from one end of a structure to another end of the structure that includes only the portion(s) of the storefront for which funds are being requested for assistance. For example, if the public right-of-way facing portion of a storefront is seventy (70) linear feet, the first thirty-five (35) linear feet are eligible for $10,000. The remaining thirty-five linear feet qualify the building for an additional $3,500 in assistance. In total, this building would qualify for up to $13,500 in façade assistance.

**Design Guidelines**


**Program Steps**

**Step 1: Pre-Application submission information sessions.** Information sessions will be held approximately three (3) to four (4) weeks prior to the submission deadline of the Application. The meetings will include:

- Comprehensive review of the Application, Program requirements, approval process, and terms and conditions of the rebate;
- Examples of past successful façade improvements; and
- Opportunity to ask questions.

Dates, times, and location on these sessions is located in **Attachment A**.

**Step 2: Application Submission.** Applications are due no later than 5:00 p.m. upon the date of the deadline. Incomplete Applications will not be reviewed by staff, therefore be sure to contact Economic Development Division Staff at least 48 hours prior to deadlines to confirm that your Application is complete. Contact information for Staff can be found on the cover of this document. If you meet the deadline, Staff will provide you with a proof of submission form. Submissions must include the following:

- Copies of estimates for proposed work;
- Two (2) Color photographs of the property
- If tenant is the applicant, letter of support from property owner indicating he/she is supportive of the project and has reviewed the terms and conditions of the Program.
Step 3: Staff Application Review Process. After Applications are submitted, Staff will:

- Evaluate each project submitted to determine if Application is complete. Incomplete Applications received prior to the deadline will be returned to applicant advising to resubmit a completed Application;
- Identify appropriate funding sources for each proposed project;
- Staff will prepare recommendations of approval of funds to either the Housing & Community Development Act Committee or the Economic Development Committee.

Staff will evaluate Applications on the following criteria:

- Total project budget;
- Location within an established business district along a major street or near a transit station;
- Use of energy efficiency measures (installation of energy saving windows, doors, etc.);
- Returning unproductive uses to productive uses and/or creation of new rentable space in a building; and
- Total linear feet of storefront to be improved.

Step 4: Public Review and Approval Process. Based on the recommended source of funds, Staff will submit recommendations to the following Committees:

- Economic Development Funds: Economic Development Committee;
- Tax Increment Financing Funds: Economic Development Committee; and
- Community Development Block Grant Funds: Housing & Community Development Act Committee.

Participants are required to be present at all public meetings at which proposed façade projects will be discussed. Following Staff review, Participants will be notified of time, date, and place of the public meeting at which the Application will be considered. See Attachment A for information on meeting dates and times for an approximate idea of approval timelines.

Step 5: Execution of Program Agreement. Following approval by City Council, approved Participants will be required to enter into and execute a written agreement with the City of Evanston which will establish the terms, conditions, and requirements for participation in the Program. The Program Agreement shall be in a form prepared by the City of Evanston, consistent with the Program Guidelines and outlined Terms and Conditions. Once the Program Agreement has been executed to the satisfaction of the Director of Community & Economic Development, a Notice to Proceed will be issued to the Participant. A sample copy of the terms and agreements is provided in Attachment B of this document. Note: Commencement of work without an executed Program Agreement will automatically disqualify a Participant from being eligible to participate in the Program.

Terms & Conditions

In accordance with the Program Guidelines, the City of Evanston will provide financial assistance up to the approved amount of a project at no more than half of the total project cost. The rebate will come in the form of a loan forgivable over a five (5) year (or 60 month) period, upon completion of the façade improvement project.

Any rebates paid by the City of Evanston pursuant to this program shall not be made until all work has been completed; all improvement work has been inspected and approved by the City
of Evanston. Additionally, all payments for said work must be made to contractors, material suppliers, and vendors. Participants of the Program must submit to the City of Evanston itemized invoices detailing work completed and materials purchased. Such invoices shall include proof of payment to all contractors, suppliers, and vendors. Documentation must be submitted within 45 days of project completion. The participant shall also submit unconditional lien releases and other documentation as required by this Program. **The participant is responsible for all payments to all contractors, material suppliers, and vendors.**

Any rebates paid by the City of Evanston pursuant to this Program constitute loans made to the Participants. Said loans will be forgiven, as described in the Program Agreement, however, if the property owner or successor-in-interest assumes the Participant's obligations of the Program Agreement pursuant to a City-approved assignment and assumption agreement, and continues to own and/or occupy the rehabilitated property and maintain the façade improvements for a period ending five (5) years from the date of receipt of the rebate without removing or significantly altering the façade improvements, as determined by the City of Evanston in its sole discretion.

If the property owner sells the property or the business owner fails to occupy the property prior to the end of the fifth (5th) year, the remaining share of the loan (prorated on a monthly basis) shall become due, plus three percent (3%) interest per annum payable to the City of Evanston is due within thirty (30) calendar days, unless the succeeding property owner or business owner (i) assumes the obligations of the Program Agreement pursuant to a City of Evanston approved assignment and assumption agreement, and (ii) does not make any changes to the property resulting in the removal of significant alteration to the façade improvements, and maintains the façade improvements for a period of five (5) years from the date of receipt of the rebate. The prorated amount due will be obtained by multiplying the original rebate amount times the percentage obtained by dividing the number of months remaining in the five (5) year period that commences on the month that the project was recorded by the Cook County Recorder of Deeds and ends on the 5th anniversary date by 60, which is the total number of months in the loan period.

**Prevailing Wages:** Projects utilizing CDBG must comply with Davis-Bacon Prevailing Wages. Participants will be informed if they will have to comply with Davis-Bacon Prevailing Wages.

**Project Completion:** Projects must be completed within ninety (90) days of approval date (extensions will be considered on a case-by-case basis);

**Property Taxes and Liens:** Property taxes must be current, and participants may have no debts in arrears to the City when the Commitment Letter is issued. The property must also be clear of all other non-debt related liens and.

**Voluntary Conditions:** All completed projects will be asked and encouraged to display a sign (provided by the City) for 24 months indicating that funds from the City of Evanston was involved in the improvement.
ATTACHMENT A: 2011 Deadlines & Meeting Dates

1st 2011 Review Period:
- Tues., Jan. 4, 6:00pm: Mandatory Pre-Application Meeting (visit website for details).
- Wed., Jan. 26, 5:00pm: Applications due to Economic Development Division.
- Jan. 27 – Feb. 9: Staff Review Period
- Fri., Feb. 4, Staff will notify Participants of proposed project funding source to determine attendance at public approval meeting.
  - CDBG Funds: Tues., Feb. 15, 7:30p: Housing & Community Development Act Committee Meeting
  - Economic Development or TIF Funds: Wed., Feb. 23, 7:30p: Economic Development Committee Meeting

2nd 2011 Review Period:
- Tues., April 5, 6:00pm: Mandatory Pre-Application Meeting (visit website for details).
- Wed., April 27, 5:00pm: Applications due to Economic Development Division.
- April 28 – May 11: Staff Review Period.
- Fri., May 6: Staff will notify Participants of proposed project funding source to determine attendance at public approval meeting.
  - CDBG Funds: Tues., May 17, 7:30p: Housing & Community Development Act Committee Meeting
  - Economic Development or TIF Funds: Wed., May 25, 7:30p: Economic Development Committee Meeting

3rd 2011 Review Period:
- Tues., Aug. 9, 6:00pm: Mandatory Pre-Application Meeting (visit website for details).
- Wed., Aug. 31, 5:00pm: Applications due to Economic Development Division.
- Sept. 1 – 14: Staff Review Period
- Fri., Sept. 9: Staff will notify Participants of proposed project funding source to determine attendance at public approval meeting.
  - CDBG Funds: Tues., Sept. 20, 7:30p: Housing & Community Development Act Committee Meeting
  - Economic Development or TIF Funds: Wed., Sept. 28, 7:30p: Economic Development Committee Meeting

**All meetings will occur at the Lorraine H. Morton Civic Center, Room 2404, unless otherwise noted**
ATTACHMENT B: Program Agreement

THIS PROGRAM AGREEMENT [Agreement] is entered into on this ___ day of __________, 20 _____ [Effective Date], by and between the City of Evanston [City], and ____________________________ [Participant], owner (or tenant) of property located at __________________________________________ [Property], with regard to Participant’s participation in the “City of Evanston – Façade Improvement Program” [Program].

RECITALS

WHEREAS, the City desires to enhance the visual appearance of buildings and structures, stimulate private investment, and complement other community revitalization efforts throughout Evanston as identified in the Program Guidelines; and

WHEREAS, investment on commercial façade improvements visible to persons from public rights-of-way will beautify the subject properties and surrounding area, create a positive visual impact, increase the volume of business by making the subject properties and businesses more attractive, stimulate private investment, and complement other community revitalization efforts within the City; and

WHEREAS, the City has authorized Economic Development Division Staff to manage and administer the Program on behalf of the City including, without limitation, authorizing the Director of Community & Economic Development to execute this Agreement with the Participant thereby establishing the terms, conditions, and requirements for participation in the Program in accordance with the Guidelines for the Program approved by the City Council [Program Guidelines]; and

WHEREAS, the City Council has approved the Participant and the proposed project for participation in the Program, subject to the terms and conditions of the Program Guidelines and this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual obligations of the parties as herein expressed, the City and Participant agree as follows:

AGREEMENT

I. DEFINITIONS

The following terms shall have the following meanings whenever used in this Agreement, except where the context clearly indicates otherwise. Any ambiguity as to the intended meaning or scope of the terms set forth below will be resolved solely by the City through its designated representative.
a. “Director of Community & Economic Development” means the City’s designated representative responsible for managing and administering the Program on behalf of the City.

b. “Completion Date” means the date that the contractor has finished the Project pursuant to the design and architectural plans approved by City Council, the Director of Community & Economic Development, or his/her designee, and to the satisfaction of the Participant, as evidenced by final payment to the contractor from the Participant.

c. “Declaration” means the Declaration of Covenants Affecting Real Property Participant is required to execute and record against the Property in order to obtain the Rebate in the form attached hereto and incorporated herein as Exhibit “B.”

d. “Owner Consent” means a Certification of Ownership and Consent to be executed by the owner of the Property, if the Participant is not the owner, in the form attached hereto and incorporated herein as Exhibit “C”.

e. “Participant” means the person applying for a rebate for facade improvements on the Property and determined eligible by the City Council or Director of Community & Economic Development or his/her designee to participate in the Program. Participant may be the owner of the Property or a business owner who has obtained written consent of the Property owner to participate in the Program and to proceed with the improvements identified within this Agreement.

f. “Program Guidelines” means the “City of Evanston -- Façade Improvement Program Guidelines” approved by the City Council that govern the Program and this Agreement. The Program Guidelines are attached hereto and incorporated herein as Exhibit “D”. All terms not defined herein shall have the meanings ascribed thereto in the Program Guidelines.

g. “Project” means the façade improvements on the subject property as proposed by the Participant and approved by the City Council.

h. “Property” means the subject property owned or occupied by the Participant on which the improvements shall be completed. The Property is located within the City of Evanston and is legally described in Exhibit “A”, which is attached hereto and incorporated herein by this reference.

i. “Rebate” means the total amount of the City’s loan provided to the Participant, which is equal to no more than half the final total project cost up to the amount approved by City Council (whichever is less).

j. “Total Allowable Expenses” means the actual costs incurred, paid for, and documented by the Participant and approved by the Director of Community & Economic Development or his/her designee for the proper performance of the improvement work required by the plans and specifications and/or architectural/design renderings for the Project.
k. **Total Project Expenditure** means the total actual Project costs incurred by and paid for by the Participant including, without limitation, the costs of construction, materials, and supplies.

II. CERTIFICATION OF OWNERSHIP

If Participant is not the fee owner of the Property, Participant shall, prior to the City’s execution hereof, obtain and provide to the City from the fee owner of the Property his/her/its approval in writing for Participant to participate in the Program and proceed with the Project, and for the recordation against the Property of a Declaration in the Official Records of the County Recorder of Cook County, by and through the Owner’s execution of a Certification of Ownership and Consent substantially in the form attached hereto as Exhibit “C” and incorporated herein by this reference (the “Owner Consent”).

III. TERMS OF REBATE - FORGIVABLE LOAN OVER FIVE (5) YEARS

a. The Participant hereby agrees to comply with all terms and conditions of the Program as set forth in the Program Guidelines. (See Exhibit “D”.)

b. The Rebate paid by the City pursuant to this Program shall not be made until all of the improvement work comprising the Project has been completed, all of the improvement work comprising the Project has been inspected and approved by the Director of Community & Economic Development or his/her designee, and all payments for said work have been made to contractors, materials suppliers, and vendors. Thus, the Participant shall finance the Project, with tenant/owner funds (cash) and/or private funding (bank loan), during construction the Participant shall submit to the Director of Community & Economic Development or his/her designee itemized invoices detailing the work completed and materials purchased. Such invoices shall include proof of payment to all contractors, suppliers, and vendors. The Participant is responsible for all payments to the contractors, materials suppliers, and vendors, and for providing true and correct copies of unconditional lien releases to the City.

c. The Rebate paid by the City pursuant to the Program constitutes a loan to Participant. Said loan will be forgiven, provided that the Participant or successor-in-interest that has assumed the obligations of Participant hereunder pursuant to an City-approved assignment and assumption agreement, either continues to own or occupy, as the case may be, the rehabilitated Property for a period of five (5) years from the date of receipt of the Rebate without removing or significantly altering the façade improvements, as determined by the City in its sole discretion, and agrees to maintain the improvements for said five (5) year period. The total amount of the loan will be forgiven in twenty percent (20%) increments, on an annual basis, such that at the end of five (5) years, the entire loan amount will be deemed forgiven and the loan balance will be zero. If the Participant sells the Property or fails to occupy the Property, as the case may be, prior to the end of the fifth (5th) year, the remaining prorata share of the loan, with interest at the rate of three percent (3%) per annum, is due and payable to the City within thirty (30) calendar days, unless the succeeding
property owner or business owner, as the case may be, (i) assumes the obligations of Participant pursuant to an City-approved assignment and assumption agreement, and (ii) does not make any changes to the Property resulting in the removal or a significant alteration to the façade improvements, and maintains the façade improvements, for a period of five (5) years from the date of receipt of the Rebate.

IV. PARTICIPANT’S RESPONSIBILITIES

a. In preparation for submission of an Application, the Participant shall obtain a minimum of three (3) written bids from qualified, licensed contractors to perform the Project. Once the Participant awards a bid to a qualified, licensed contractor, the Participant shall provide to the Director of Community & Economic Development or his/her designee information on the awarded bid and rejected bid. At least one (1) bid must be from an Evanston-based contractor. If an Evanston-based contractor is not sought, written evidence must be provided that documents why an Evanston-based contractor was not considered and provided in the original submission.

b. The Participant shall obtain and submit all required certificates of insurance, as set forth in the Program Guidelines, to the Director of Community & Economic Development or his/her designee upon execution of this Agreement and prior to City’s execution.

c. The Participant shall be responsible for hiring a licensed contractor to complete the Project. The Director of Community & Economic Development or his/her designee may require submission of proof of the State License issued to the selected contractor.

d. The Participant shall be responsible for contacting the Director of Community & Economic Development or his/her designee to arrange for obtaining all City and other approvals and/or permits required for construction and completion of the Project.

e. The Participant must issue a notice to proceed to the contractor within thirty (30) calendar days of receipt of the Notice to Proceed issued by the City to Participant.

f. The Participant shall be fully responsible for managing, monitoring, and scheduling the construction of the Project, for ensuring compliance with the payment of prevailing wages (if applicable), and for ensuring that all improvements are completed properly and in conformance with the approved project.

g. The Participant shall be fully responsible for making all payments to contractors, suppliers, vendors and/or other third parties and for ensuring that all contractors, subcontractors, suppliers, vendors and/or other third parties are paid in full.

h. The Participant acknowledges and agrees that the improvements to be constructed in anticipation of a Rebate, in the form of a forgivable loan provided by the City, constitutes the construction, alteration, demolition, installation, or repair work done
under contract and paid for in whole or in part out of public funds. The Participant shall comply with all requirements of Federal, Illinois and City of Evanston law.

i. Upon completion of the Project, the Participant shall notify the Director of Community & Economic Development or his/her designee and call for an inspection of the Project. Director of Community & Economic Development or his/her designee will arrange for the Property to be inspected.

j. The Participant shall submit to the Director of Community & Economic Development or his/her designee a written request for a Rebate within forty-five (45) calendar days of the Completion Date, and shall include the following:

  i. Cover letter indicating the Project is completed and the Total Cost Expenditures for the Project and requesting the Rebate;
  ii. All contractor invoices detailing the specific tasks completed in accordance with approved Project;
  iii. Proof of payment of all invoices for all expenditures associated with the Project;
  iv. Unconditional lien releases;
  v. Any additional back up material requested by the Director of Community & Economic Development or his/her designee;
  vi. Two color 8" x 10" photos taken of the Project after completion;
  vii. An executed (with signatures acknowledged) Declaration; and
  viii. For the five (5) year term of the Declaration, the Participant shall maintain the façade improvements in good condition and shall not make any changes to the Property resulting in an alteration to the façade improvements.

V. THE CITY’S RESPONSIBILITIES

a. Director of Community & Economic Development or his/her designee shall review the bids for construction submitted by Participant and prepare a submission to the appropriate City Committee that approves the Project based on the particular funding source for the project.

b. Director of Community & Economic Development or his/her designee shall issue the Notice to Proceed to the Participant upon his/her receipt of this Agreement and any other required or requested documentation.

c. Within a reasonable time after Participant notifies City of the completion of the Project, the Director of Community & Economic Development or his/her designee shall inspect the improvements to ensure they were completed in accordance with approved project scope.

d. Director of Community & Economic Development or his/her designee shall review Participant’s request and accompanying documents for a Rebate. If all the terms, conditions, and obligations of Participant under this Agreement and the Program Guidelines have been met, the Director of Community & Economic Development or his/her designee shall issue the Rebate in an amount not to exceed one-half (1/2) of
VI. TIME OF PERFORMANCE

The Participant shall complete the Project within ninety (90) days of the Effective Date of this Agreement in order to remain eligible for receipt of the Rebate. Failure to complete the Project within ninety (90) days will result in termination of this Agreement. Requests for additional time and extensions in project completion time will be granted, but only if submitted in writing prior to the expiration of the agreement.

VII. AMOUNT OF REBATE – FORGIVABLE LOAN

The total amount of the Rebate to be made by the City pursuant to the terms and conditions of this Agreement, shall not exceed the amount equal to one-half (1/2) of the Total Allowable Expenses approved by City Council for the Project up to the maximum allowable rebate amount stated above. The Total Allowable Expenses will be determined at completion of the Project at which time the total amount of the Rebate to be made by the City shall be calculated based on actual expenditures, and not to exceed program maximums, and such amount will be stated in the Declaration.

VIII. INSURANCE

a. During the entire period in which work on the Project is performed until termination of the Declaration, the Participant shall obtain and maintain in full force and effect during said period the following insurance policies: (i) Comprehensive General Liability Insurance in a general aggregate amount of not less than one million dollars ($1,000,000), $1,000,000 Products and Completed Operations Aggregate, and $1,000,000 each occurrence and including; (ii) Automobile Insurance, maintained in full force and effect in an amount of not less than one million dollars ($1,000,000) per accident;

b. The Comprehensive General Liability Insurance and Automobile Insurance policies shall name the City of Evanston, and their respective elected officials, officers, employees, agents, and representatives as additional insureds.

c. All deductibles on any policy shall be the responsibility of the primary holder of such policy and shall not be the responsibility of the City of Evanston.

d. Participant shall provide evidence of required insurance to the Director of Community & Economic Development before execution of this Agreement.

IX. OBLIGATION TO REFRAIN FROM DISCRIMINATION

a. Participant covenants and agrees for itself, its successors and its assigns to the Property, or any part thereof, that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities
that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

b. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all Participants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

X. NO AGENCY CREATED

The Participant and any contractor, supplier, vendor or any third party hired by Participant to complete the Project are not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Participant concerning the details of the obligations under this Agreement, or to exercise any control over such obligations, shall mean only that the Participant shall follow the direction of the City concerning the end results of the obligations.

XI. OWNERSHIP OF DOCUMENTS

All documents, including, without limitation, designs, plans, bids, bills and receipts, prepared and submitted to the City pursuant to this Agreement (including any duplicate copies) shall be the property of the City. The City’s ownership of these documents includes use of, reproduction or reuse of and all incidental rights thereto.

XII. INDEMNIFICATION AND HOLD HARMLESS

To the maximum extent permitted by law, the Participant agrees to and shall defend, indemnify and hold harmless the City, and their respective officers, officials, employees, contractors and agents from and against all claims, liability, loss, damage, costs or expenses (including expert witness fees, reasonable attorneys’ fees, and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person resulting or arising from or in any way connected with the following, provided Participant shall not be responsible for (and such indemnity shall not apply to) any negligence or willful misconduct of the City, or their respective officers, officials, active employees, contractors or agents:

a. The development, construction, marketing, use or operation of the Property by the Participant, its officers, contractors, subcontractors, agents, employees or other persons acting on Participant’s behalf [Indemnifying Parties];

b. The displacement or relocation of any person from the Property as the result of the development of the Project on the Property by the Indemnifying Parties;
c. Any plans or designs for the Project prepared by or on behalf of Participant including, without limitation, any errors or omissions with respect to such plans or designs;

d. Any loss or damage to the City resulting from any inaccuracy in or breach of any representation or warranty of Participant, or resulting from any breach or default by Participant, under this Agreement; and

e. Any and all actions, claims, damages, injuries, challenges and/or costs or liabilities arising from the approval of any and all entitlements or permits for the improvements by the City, and their respective officers, officials, employees, contractors or agents.

The foregoing indemnity shall continue to remain in effect after the Completion Date or after the earlier termination of this Agreement, as the case may be.

XIII. DUTY TO DEFEND

The Participant further agrees that the hold harmless agreement in Article XII, and the duty to defend the City, and their respective officers, officials, employees, contractors and agents, require the Participant to pay any costs that the City may incur which are associated with enforcing the hold harmless provisions, and defending any claims arising from obligations or services under this Agreement. If the City chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to obligations or services under this Agreement, the Participant agrees to pay the City’s attorney’s fees, expert witness fees, and all costs.

XIV. COMPLIANCE WITH LAW

The Participant agrees to comply with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities, pertaining to the development and use of the Property and construction of the Project, as well as operations conducted on the Property. The Director of Community & Economic Development or his/her designee will not issue any Rebate to the Participant if there is in violation of any law, ordinance, code, regulation, permit or Program Guideline.

XV. TERMINATION

If Participant shall fail to cure any Event of Default upon notice and within the time for cure provided for in XVII below, the City may, by written notice to the Participant, terminate this Agreement. Such termination shall trigger the “Repayment of Pro Rata Share of Rebate defined in XVII.

Participant may not terminate this Agreement without the express written consent of City.

XVI. NOTICES
All notices permitted or required hereunder must be in writing and shall be effected by (i) personal delivery, (ii) first class mail, registered or certified, postage fully prepaid, or (iii) reputable same-day or overnight delivery service that provides a receipt showing date and time of delivery, addressed to the following parties, or to such other address as any party may, from time to time, designate in writing in the manner as provided herein:

To City: 
City of Evanston  
Economic Development Division  
2100 Ridge Avenue  
Evanston, IL 60201  
Telephone: 847.448.8100  
Email: economicdevelopment@cityofevanston.org

To Participant:

Phone No.:  
Facsimile No.:  
Email:  
Attention:  

Any written notice, demand or communication shall be deemed received immediately if personally delivered or delivered by delivery service to the addresses above, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

XVII. DEFAULT; REMEDIES; DISPUTE RESOLUTION


In the event of failure by either party hereto substantially to perform any material term or provision of this Agreement, the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required by Article XVI hereof identifying with specificity the nature of the alleged default and the manner in which said default may be satisfactorily be cured.

b. Cure of Default

Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy such default within such thirty (30) day period, and shall continuously and diligently prosecute such cure, correction or remedy to completion. For purposes of this Agreement, “business days” shall refer to Monday through Friday, inclusive, other than State, Federal, or other locally declared holidays.

c. City Remedies; Repayment of Pro Rata Share of Rebate.
In the event of a default by Participant of the terms of this Agreement that has not been cured within the timeframe set forth in Paragraph B above, the City, at its option, may terminate this Agreement or may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement. In the event of a default by Participant that occurs after the City has disbursed the Rebate, the “Pro Rata Repayment Amount” and interest, at the rate of three percent (3%) per annum, commencing on the date City disbursed the Rebate to Participant, shall become immediately due and payable. The rate of interest applicable to periods of default for the defaults set forth in this paragraph shall be calculated at the lesser of three percent (%) per annum or the maximum legal rate, and shall accrue as of the date such payment was originally due.

The “Pro Rata Repayment Amount” shall be the amount obtained by multiplying the original Rebate amount times the percentage obtained by dividing the number of months remaining in the five (5) year covenant period that commences on the month the Declaration is recorded, and ends on the 5th anniversary (the “Covenant Period”) by 60, which is the total number of months in the Covenant Period (12 months x 5 years). For example, if the amount of the Rebate is $15,000, and the breach occurs after 3 years and two months (38 months), Participant shall repay $5,500 plus any interest that has accrued during this time.

All payments shall be first credited to accrued interest, next to costs, charges, and fees which may be owing from time to time, and then to principal. All payment shall be made in lawful money of the United States. Payments shall be made to City at the address set forth in Article XVI herein or at such other address as City may direct pursuant to notice delivered to Participant in accordance with Article XVI.

d. Participant’s Exclusive Remedies.

The parties acknowledge that the City would not have entered into this Agreement if it were to be liable in damages under, or with respect to, this Agreement or any of the matters referred to herein, including the Project, except as provided in this Article. Accordingly, Participant shall not be entitled to damages or monetary relief for any breach of this Agreement by the City or arising out of or connected with any dispute, controversy, or issue between Participant and the City regarding this Agreement or any of the matters referred to herein, the parties agreeing that declaratory and injunctive relief, mandate, and specific performance shall be Participant’s sole and exclusive judicial remedies.

XVIII. APPLICABLE LAW

The internal laws of the State of Illinois without regard to principles of conflicts of law shall govern the interpretation and enforcement of this Agreement.

XIX. CONFLICT OF INTEREST

a. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee
participate in any decision relating to the Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly, interested.

b. The Participant warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

XX. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No member, official, agent, legal counsel or employee of the City shall be personally liable to the Participant, or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Participant or successor or on any obligation under the terms of this Agreement.

XXI. BINDING EFFECT

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

XXII. AUTHORITY TO SIGN

The Participant hereby represents that the persons executing this Agreement on behalf of Participant have full authority to do so and to bind Participant to perform pursuant to the terms and conditions of this Agreement.

XXIII. COUNTERPARTS

This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

XXIV. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

a. This Agreement and the Exhibits and references incorporated into this Agreement express all understandings of the parties concerning the matters covered in this Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

b. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the Participant.

XXV. NON-ASSIGNMENT

The Participant shall not assign the obligations under this Agreement, nor any monies due or to become due, without the Director of Community and Economic Development’s prior
written approval, and Participant and Participant’s proposed assignee’s execution of an assignment and assumption agreement in a form approved by the City. Any assignment in violation of this paragraph is grounds for immediate termination of this Agreement, at the sole discretion of the Director of Community & Economic Development. In no event shall any putative assignment create a contractual relationship between the City, and any putative assignee.

XXVI. NO WAIVER

No failure of either the City or the Participant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect.

IN WITNESS WHEREOF, the City, and the Participant have signed this Agreement as of the dates set opposite their signatures.

"CITY"

Dated: ___________________________ By:
________________________________________ (signature)

Name: ______________________________________

Title: _______________________________________

“PARTICIPANT”

Dated: ___________________________ By:
________________________________________ (signature)

Name: _____________________________________

Title: _____________________________________

ATTACHMENTS:

1. Exhibit A – Legal Description of Property
2. Exhibit B – Declaration of Covenants Affecting Real Property
3. Exhibit C – Certification of Ownership and Consent
4. Exhibit D – Program Guidelines

Return this form to:
City of Evanston
Director Community & Economic Development
2100 Ridge Avenue
Exhibit A: LEGAL DESCRIPTION OF PROPERTY

(Attach behind this page)
THIS DECLARATION OF COVENANTS AFFECTING REAL PROPERTY
(“Declaration”) is entered into this _____ day of ____________________, _____ (“Effective Date”), by and between the CITY OF EVANSTON, a public body corporate and politic (“City”), and _____________________________ (“Participant”).

RECITALS:

A. Participant owns fee title to, or holds a valid leasehold interest in, that certain improved real property located at __________________. in the City of Evanston, County of Cook, State of Illinois (hereinafter referred to as the “Property”). The property is improved with a commercial building currently used as ________________. A legal description of the Property is attached hereto and incorporated herein as Exhibit “1”.

B. The Site is within the City of Evanston (“City”).

C. Participant has entered into a Facade Improvement Program Agreement (the “Program Agreement”) with the City, dated as of ________________, 20__, concerning the “Project” (as defined in the Program Agreement), City’s provision to provide the Participant of a rebate in the amount of half of the total project cost not to exceed ________________ ($_____), in the form of a loan, to assist Participant in developing the Project (the “Rebate”), and related matters, which Program Agreement is on file with the City as a public record and is incorporated herein by reference. All defined terms used herein shall have the same meaning as in the Program Agreement unless otherwise stated.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for other valuable consideration, the sufficiency of which is hereby acknowledged, City and Participant hereby agree as follows:

1. Participant hereby covenants as follows, which covenants shall run with land and shall be binding upon itself and its assigns, and each successor-in-interest to the Property or any portion thereof:
a) To not transfer or encumber the Site or any portion thereof or assign any of its rights or obligations hereunder, under the Program Agreement, or under this Declaration without obtaining the prior written consent of the City.

b) To maintain the insurance required pursuant to the provisions of Article VIII of the Program Agreement.

c) To indemnify, defend, and hold the City, and their respective officers, officials, members, employees, agents, and representatives (collectively, the “City and City Personnel”), harmless from and against all liabilities, losses, damages, costs and expenses, including reasonable attorney’s fees, expert witness fees, and court costs (hereinafter, collectively, “Claims”), arising from or as a result of the death or injury to any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person and which is caused by any acts or any errors or omissions of Participant or any of its employees, agents, servants, invitees, contractors, or subcontractors; provided, however, Participant shall not be required to indemnify, defend, and hold harmless the City if the Claim arises from or is caused in whole by active negligence or willful misconduct of the City, or any of their employees, agents, servants, invitees, contractors, or subcontractors.

d) To not devote the Property to uses inconsistent with applicable laws, rules, and regulations of any governmental agencies having jurisdiction.

e) To maintain the Property and all improvements including the facade improvements constructed as the Project, in first class condition and repair and in accordance with all applicable laws, rules, ordinances, orders, and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having jurisdiction and all their respective departments, bureaus, and officials. Participant shall not permit any accumulation of weeds, rubbish, or debris on the Property, and shall promptly remove any graffiti or other defacement of the Property. Participant shall not permit any unlawful use or public or private nuisance to be maintained on the Site.

f) To repay the Rebate pursuant to the terms of Article XVII Paragraph C of the Program Agreement, when such repayment is required under the terms thereof.

g) That there shall be no discrimination against, or segregation of, any persons, or group of persons, on any basis of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
h) That, if the Participant hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

i) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all Participants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

2. All of the covenants, easements, agreements, conditions and restrictions contained herein, whether affirmative or negative: (a) are made for the direct benefit of the Benefited Property; (b) are covenants running with the land; (c) are appurtenant to and shall not be conveyed or otherwise transferred separately from the Benefited Property, or the Site; and (d) bind and inure to the burden or benefit, as the case may be, of the respective heirs, personal representatives, successors and assigns of the parties hereto, including, without limitation, successive owners of all or any portion of, respectively, the Benefited Public Property and the Site.

3. The covenants and agreements established in this Declaration shall, without regard to technical classification and designation, be binding on Participant for the benefit of and in favor of the City, regardless of whether the City own or hold any interest in real property butting or adjacent to the Site or within the Project Area. Notwithstanding the foregoing or anything to the contrary herein, neither Participant nor any assign or successor-in-interest to the Site shall have any liability or responsibility for the breach of any covenant or agreement contained herein by any other assign or successor-in-interest to the Property that would constitute a breach or violation of the provisions hereof. At the termination of the Program Agreement, Participant may request that the City release the covenants set forth herein. The decision whether to release said covenants shall remain in the sole discretion of the City, which shall not be unreasonably withheld.

[end - signature page follows]
IN WITNESS WHEREOF, City and Participant have entered into this Declaration as of the Effective Date.

“City”
CITY OF EVANSTON, an Illinois Municipal Corporation
By: __________________________________
Director of Community & Economic Development

Dated: ________________________________

("Participant")
______________________________________ (signature)
By: _________________________________
Its: _________________________________
Dated: ________________________________
State of Illinois  )  
County of Cook  )

On _________________________, before me, ____________________________, (insert name and title of the officer) Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature________________________________   (Seal)

State of Illinois  )  
County of Cook  )

On _________________________, before me, ____________________________, (insert name and title of the officer) Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the forgoing paragraph is true and correct. WITNESS my hand and official seal.

Signature________________________________   (Seal)
Owner Consent to Declaration

CONSENT TO RECORDATION

______________________________(owner of the fee interest in the real property legally described in Exhibit “A” hereto, consents to the recordation of the foregoing Declaration of Covenants Affecting Real Property against said real property and agrees to be bound by the terms thereof applicable to the participant.

Dated:___________________________

________________________________________(signature)

By:________________________________________

State of Illinois    )
County of Cook    )

On______________________________, before me, __________________________________ (insert name and title of the officer), Notary Public, personally appeared_______________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument of the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature______________________________________________ (Seal)
EXHIBIT C: CERTIFICATION OF OWNERSHIP AND CONSENT

This CERTIFICATION OF OWNERSHIP AND CONSENT (this “Consent”) is executed by
the undersigned (“Owner”) at the request of ______________________________ (“Tenant”).

1. Owner is the owner in fee of that certain real property located at ____________, in
the City of Evanston, County of Cook, State of Illinois (the “Property”).

2. The Property is improved with a building (the “Building”). The Property is currently
leased to ________________, who operates a business thereon (the “Tenant”).

3. The Tenant has submitted an Application to the City of Evanston (the “City”)
pursuant to the City’s Façade Improvement Program (the “Program”) for a rebate in
connection with certain improvements the Tenant contemplates making to the
Building façade (the “Improvements”).

4. The Tenant has entered into a Program Agreement with the City that sets out the
terms and conditions of the Program, and includes the Program Guidelines. Pursuant to the Program Agreement if the Tenant completes construction of the
Improvements within ninety (90) year after the date of the Program Agreement, and
satisfies certain other requirements set forth therein, the Tenant will be eligible for a
rebate (the “Rebate”). The Rebate will be in the form of a loan, the repayment of
which will be forgiven if the Tenant maintains and does not alter or remove the
Improvements for a period of five (5) years from the Tenant’s receipt of the Rebate.

5. If the Tenant sells the business without obtaining the prior written consent of the City
and/or fails to maintain or alters or removes the Improvements before the close of
the five (5) year period referenced above, the Tenant will be required to repay a
prorata share of the Rebate.

6. One of the City’s conditions to providing the Rebate to the Tenant is that a
Declaration of Covenants Affecting Real Property is recorded against the Property
which imposes certain maintenance and other requirements on the Property (the
“Declaration”).

Owner now wishes to provide its written consent to all of the foregoing.

NOW THEREFORE, in consideration of the foregoing Recitals, which are
incorporated herein by this reference, and for other valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, Owner hereby declares as follows:

1. Owner hereby consents to all of the following:
   a. Tenant’s execution of the Program Agreement and participation in the Program.
   b. Tenant’s construction of the Improvements.
   c. The recordation against the Property of the Declaration, which Owner hereby
      agrees to execute, with signature(s) acknowledged, and deliver to the City when
      requested by the Tenant.
2. The person or persons executing this Consent on behalf of Owner is fully empowered to do so and in so doing binds Owner according to the terms hereof.
3. Owner acknowledges that Tenant and City are relying upon the provisions of this Consent and that the City would not agree to provide the Rebate to Tenant without this Consent.
4. City is a third party beneficiary to this Consent.

IN WITNESS WHEREOF, Owner has executed this Consent as of __________________________.

“OWNER”

By: ______________________________  
   (signature)

Its: ______________________________

By: ______________________________  
   (signature)

Its: ______________________________
MONTHLY RETT REPORT FOR JULY 2011

DATE: AUGUST 3, 2011
TO: Mayor and Aldermen
FROM: Rodney Greene, City Clerk

SUBJECT: RETT Report--July 2011

Budget 2011 $1,500,000

<table>
<thead>
<tr>
<th>MONTHLY RETT REPORT FOR JULY 2011</th>
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<tbody>
<tr>
<td>FY 2010-11</td>
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July 2011 revenues were reduced to reflect this expenditure: $835 Robert Tohorz (did not close)

Monthly average needed to meet Budget $125,000

FY 2011 Monthly Average $223,778

40 exemptions @ $100 ea = $4,000; CUMULATIVE $28,100

There were eight (8) $ million sales in July 2011.

7/1/11 -- 1212 Judson $1,110,000; Tax $5,550.00; Seller: Steele, Buyer: Reed
7/1/11 -- 1001 Chicago $1,400,000; Tax $7,000; Seller: 1001 Chicago Ave. Corp., Buyer: RRV Fisher Properties LLC
7/12/11 -- 2771 Sheridan Rd; $1,292,000; Tax $6,460; Seller: Tennant, Buyer: Romano
7/12/11 -- 2806 Lincoln; $1,410,000; Tax $7,050; Seller: Theronline LLC, Buyer: Murnighan
7/14/11 -- 1920-40 Ridge Ave.; $55,625,000; Tax $278,125; Seller: Evanston Reserve LP, Buyer: CPF Reserve
7/18/11 -- 1214 Forest; $1,250,000; Tax $6,250; Seller: Haak, Buyer: Vannetta
7/21/11 -- 1207 Judson $1,160,000; Tax $5,800; Seller: Vannatta, Buyer: Marinacci
7/25/11 -- 2221 Oakton $7,015,200; Tax $35,080; Seller: Goldfish (DE), LP, Buyer: Cole MP PM Portfolio LLC

NSP2 sales = $96,650; CUMULATIVE $3,990,975
This update includes recent events or immediate future events involving projects under formal consideration, public meetings or significant recent permitting or enforcement actions.

**Economic Development – August – Upcoming Meetings/Events**

<table>
<thead>
<tr>
<th>Organization</th>
<th>Event Details</th>
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<tbody>
<tr>
<td>Central Street Business Association</td>
<td>The next regularly scheduled meeting for the Central Street Business Association is Tuesday, July 7th at 6:15pm at Christian Science Reading Room.</td>
</tr>
<tr>
<td>Howard Street Business Association</td>
<td>The Howard Street Business Association will meet on Tuesday, August 8 at 7:30 pm.</td>
</tr>
<tr>
<td>M/W/EBE Advisory Committee</td>
<td>The next M/W/EBE Advisory Committee meeting will be August 10, 2011 @ 6:30 pm. The draft agenda includes: Update of M/W/EBE contracts, Local Employment Program, and 2012 Community Development Block Grant, Public Services Application. The M/W/EBE Advisory Committee is tentatively scheduled to attend the August Economic Development Committee, to allow the committee to review and discuss goals and objectives of the M/W/EBE Advisory Committee.</td>
</tr>
<tr>
<td>Evanston West Village Business Assoc. (EWVBA)</td>
<td>The EWVBA will meet on Wednesday, August 3 at 9:00am at Perla Café. Tentative agenda items include EWVBA board nominations and discussions regarding projects for the remainder of the Neighborhood Business District Improvement Grant (awarded in 2010).</td>
</tr>
<tr>
<td>WestEnd Business Association</td>
<td>The next meeting of the WestEnd Merchant Association is yet to be scheduled, but the group is expected to meet in late August or early September.</td>
</tr>
<tr>
<td>Joint Economic Development Meeting</td>
<td>The Joint Economic Development Meeting is a meeting of representatives from Evanston’s business and merchant groups. The next meeting is scheduled for August 23rd at 8:00 am. The group will be doing a workshop on how to use social media to promote business districts and local businesses.</td>
</tr>
<tr>
<td>Economic Development Committee</td>
<td>The next EDC meeting will be on August 24, 2011.</td>
</tr>
</tbody>
</table>

**Economic Development – July Meetings/On-going Economic Development Activities**

<table>
<thead>
<tr>
<th>Organization</th>
<th>Event Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economic Development Committee</td>
<td>The EDC met on June 22, 2011. The agenda included: “Old Business”; the EDC reviewed and took action on the following: (1) Evanston’s Tax Increment Financing Districts – no action was taken by EDC until alternative scenarios could be run and additional information could be gathered regarding some proposed infrastructure improvements and other potential projects in the TIF Districts; (2) Amendment to Ward Manufacturing Agreement for financial assistance to allow for an extension to the agreement for the total amount of time the Wards have to complete the project and to break the assistance down into two phases to reflect the project schedule – EDC recommended approval to City Council. ; (3) Amendment to the Merchant Grant from 2010 for Dempster/Dodge/West Village as it relates to the area of businesses that are eligible to obtain funding – EDC recommended approval to allow for the grant to include the Crain/Florence businesses who are part of the West Village group; (4) Discussion of revisions to the scope of work completed at 505 Main Street’s Façade Improvement Grant Application – EDC recommended approval of the changes. Under “New Business,” the EDC reviewed and took action on the following: (1) Request for assistance from Chicago’s North Shore Convention &amp; Visitors Bureau – EDC recommended approval of funding, as requested; (2) Request for financial assistance for 1817 Church Street for the creation of an incubator for contractors – recommended approval subject to terms of the loan being better defined and clarified by legal prior to review by AP&amp;W and City Council.</td>
</tr>
<tr>
<td><strong>ShopQA</strong></td>
<td>Consideration of the creation of a program that could provide emergency assistance to businesses to keep them in operation during severe weather conditions or power outages – discussion deferred until the August meeting.</td>
</tr>
<tr>
<td><strong>Evanston-based Business Directory</strong></td>
<td>Shop QA is a component of the new 311 system that will be used to connect businesses to the new 311 system. It will also be a comprehensive list of businesses, the services and goods they provide, and contact information. Staff has worked with representatives from WebQA, the developers of ShopQA, to implement this summer and has been working with a select number of businesses to work through initial implementation. Large scale implementation to the larger business community will occur in late summer.</td>
</tr>
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</table>
| **Larger scale Development Sites and “Prospects” (General – see also some specific examples below)** | Staff continues to gather contact information for local Evanston-based businesses. As of June 20th, an initial Local Business Directory has been posted on the Economic Development website with contact information for over 1,000 Evanston-based businesses: [http://www.cityofevanston.org/business/economic-development/](http://www.cityofevanston.org/business/economic-development/)  
Staff is working to regularly update the list as information changes and new information becomes available. The Local Business Directory is intended to serve as the comprehensive local business list leading up to and complementing the implementation of ShopQA component of the 311 system. |
| **Small Business Assistance** | On June 7, 2011, ED Staff met with the Evanston based SCORE representative. SCORE is a nonprofit association dedicated to educating entrepreneurs and helping small businesses start and expand, and is a resource partner with the U.S. Small Business Administration (SBA). Staff is currently reviewing the documentation and working on setting up possible seminar(s) on SCORE assistance and related SBA financing programs. |
| **Façade Improvement Program** | Staff continues to work with property owners and potential developers of large vacant properties in Evanston to identify potential tenants and uses for these properties and provide assistance for approvals and other City processes. In addition, Staff has been actively working with 5 potential “prospects” (i.e. higher profile businesses and/or targeted industries) who are considering locating with the City. |
| **M/W/EBE + LEP** | Staff is reviewing some of the general data and trends of the program, over the past three years, as well as information on Evanston Businesses that received contracts or purchase orders under $20,000. ED staff is working with IT and purchasing to develop a program for purchases under $20,000 to allow for better tracking of those contract awards.  
ED staff recently updated the Local Business Directory for Architects, Engineers, Construction Trades and Suppliers. This will be posted on the MW/EBE website, and the local trade contractors from this list are currently being added to the overall Evanston business directory.  
The Evanston SCORE rep and ED staff met with the Evanston Black Business Alliance on July 20th to provide an overview of SCORE’s free consulting services, i.e., loans, bonding and management and technical assistance.  
MW/EBE and LEP compliance: ED approved three waivers and completed four compliance reviews for various projects. A Lamp Concrete Contractors has 4 Evanston residents working on the 2011 Water Main Improvement & Street Resurfacing Project. Keno & Sons has two Evanston residents working on the 1964 Filter Addition Rehabilitation. Upcoming LEP projects are the 2011 Comprehensive Parking Garage Repair Project, 2011 Paving of Various Alleys and... |
<table>
<thead>
<tr>
<th>Community and Economic Development Department 7-29-11 Update</th>
<th>Page 3 of 5</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Great Merchant Grant Program</strong></td>
<td>City Council approved all five applications for the Great Merchants Grant Program. Staff will release the applications in mid-August for the FY2012 grant program; applications are due on September 9, 2011 in time for review at the September Economic Development meeting.</td>
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<tr>
<td><strong>Business District Projects-Banners</strong></td>
<td>Staff is researching “green” programs for the business districts including a banner bag program that repurposes street light banners into tote bags and the sales profits are used to purchase new banners.</td>
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<tr>
<td><strong>Paint the Town Purple</strong></td>
<td>Economic Development Division Staff is working with Staff in the City Manager’s Office on outreach efforts to the business community for the 2011 “Paint the Town Purple” event. The Pep Rally will be held on Thursday, Sept. 8th near Independence Park in the Central Street Shopping District and the Game Day will be Saturday, Sept. 10th at 2:30p. The Wildcats will be playing the Panthers of Eastern Illinois. Staff is working to identify businesses interested in participating in promotions for Pep Rally Day and Game Day.</td>
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<tr>
<td><strong>West Oakton Development Committee</strong></td>
<td>Staff has worked with the Mayor-Appointed West Oakton Development Committee to discuss and examine potential redevelopment scenarios for the former Recycling Center at 2222 Oakton Street.</td>
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<tr>
<th>Site Location</th>
<th>Overview of Development Opportunities</th>
<th>Proposed Bldg. Area</th>
<th>Site Area (Approx.)</th>
<th>Next Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td>1817 Church Street</td>
<td>Housing &amp; Community Development Act Committee (HCDAC) voted unanimously to have the Legal and Community &amp; Economic Development Departments work out legal and financing issues relating to the proposal by the Evanston-North Shore Contractors Cooperative (ENSCC) to redevelop 1817 Church Street as a business incubator. CED Staff met with Law Staff to discuss legal issues and to start looking at development of an MOU.</td>
<td>1,000 s.f. addition is proposed to second floor of existing structure</td>
<td>5,764</td>
<td>At the direction of the HCDAC, Staff solicited costs estimates and proposals from appraisers. CED Staff agreed on the preferred respondent and are working on getting the appraisal initiated, in order to determine the fair market value of the property.</td>
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EDC Meeting 8/24/11
<p>| Few Spirits – Evanston’s First Micro-Distillery | Staff has continued to work with Few Spirits on the development of Evanston’s first micro-distillery to be located at 918 Chicago Avenue | N/A | N/A | Few Spirits opened for operation in early June 2011. A ribbon-cutting with the Mayor and local Aldermen is planned for September 8th at 4:30p. |
| Ward Manufacturing | Staff continues to work with Ward Manufacturing on the redevelopment of 2230/2222 Main Street and monitoring the project in conjunction with other City of Evanston Departments. |  |  | At the July EDC meeting, Staff presented proposed amendments to the agreement that recommended splitting the TIF reimbursement into two portions for the Wards to reflect two phases of rehab to 2222 Main Street. |
| Evanston Plaza | Property was sold to Bank of America (BOA) at Cook County Sheriff's auction; Per BOA rep’s, the sale has not been confirmed yet. Once it is confirm by the courts, point of contact will be BOA RE group, based out of Elmhurst. Staff has primary contact name and number. Staff has received interest from a few developers, and has met with one interested team to generally discussed their vision and City's ideas. | N/A - no defined project yet | 21,966 | Staff will continue to have initial discussions with interested developers. More information should be available once the sale is confirmed by Courts. |
| Chicago/Main | Staff has worked with developer to create a mixed-use office/retail development. Developer gave presentation at 5/25/11 Economic Development Committee (EDC) meeting to share concept and seek assistance in predevelopment activities. EDC recommended approval of initial $20,000 for marketing assistance and will allow Developer to return to request an additional $20,000, in the future, for related pre-development work. City Council approved request for $20,000 to development team. Third Ward Alderman, Melissa Wynne held a community meeting with developer on June 23, 2011 to discuss the proposed development. | 90,000 | 30,424 | Staff is working with the developer to identify potential tenants that could locate in this building. |
| Asbury/Oakton | Staff has on-going conversations with property owner regarding potential business prospects that might be well-suited for the site. Property owner is currently not interested in selling the property. | 14,000 | 19,000 | Staff continues to have conversations with property owner about potential business prospects. |
| 1708-1710 Darrow | City-owned properties have been slated for demolition. The Invitation to Bid was released and the bid opening occurred on July 5th at 2pm. | N/A - no defined plan yet for redevelopment | 5,530 | City Staff is working on execution of a contract with the lowest responsive and responsible bidder. Anticipate demolition to begin in mid-August. The asbestos removal work, which was bid under a separate RFP, has already been awarded and the contractor is working on getting the appropriate permits through Cook County. The asbestos removal work will need to be completed prior to commencement of the demolition. |</p>
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<thead>
<tr>
<th>Address</th>
<th>Description</th>
<th>Staff Activities</th>
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<tbody>
<tr>
<td>1911-1917 Church Street</td>
<td>Staff and Ward Alderman have had conversations with the property owner about the idea of ‘partnering’ with the city on the possible redevelopment of the site. Staff conducted a walk-through on Thursday June 23rd to evaluate condition of existing building to better understand potential costs and implications of redevelopment of this structure/site. Staff is also soliciting interest from smaller businesses and retailers about the space, once it is redeveloped.</td>
<td>N/A - no defined plan yet for redevelopment. Staff will have internal meeting to discuss observations during the walk through. Staff will then set up follow up meeting with property owner to discuss possible next steps.</td>
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<tr>
<td>629-631 Howard Street</td>
<td>City-owned properties that Staff has been working on with Ward Alderman to identify users. Previous prospects have ranged from potential gallery to restaurant uses.</td>
<td>Staff is working on attracting active businesses to this site</td>
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<tr>
<td>727-729 Howard Street</td>
<td>City-owned properties located on Howard Street. Staff is currently working with a theatre company to try to relocate to this building on Howard Street.</td>
<td>Staff is working on attracting a theatre to this location and is working with a team of volunteers to evaluate the feasibility of this project.</td>
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<tr>
<td>2424 Oakton Street</td>
<td>Gordon Foods is moving forward on design for their grocery store. At the June 22, 2011 Economic Development Committee meeting, GFS requested financial assistance to help in remediation efforts at the proposed site at 2424 Oakton Street. EDC voted to the recommend approval of 1/3 of the cost of site remediate costs, up to $100,000. On July 27, 2011 GFS had its final SPARCC meeting and has filed for building permits for the site.</td>
<td>Staff continues to assist Gordon Foods in getting through various review and permit processes.</td>
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<tr>
<td>Central Street “East”</td>
<td>Staff is working on setting up a meeting with the businesses along Central Street, particularly to try to address concerns and assist the Businesses east of Green Bay Road.</td>
<td>Staff is trying to coordinate a meeting date with the business owners -</td>
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<tr>
<td>Former “Borders” site</td>
<td>Downtown Evanston is taking the lead as primary contact with the representatives from Arthur Hill regarding refilling this space; Staff is assisting Downtown Evanston in looking for prospects</td>
<td>Staff will continue to work with Downtown Evanston on finding prospects</td>
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