AGENDA

1. CALL TO ORDER / DECLARATION OF QUORUM

2. APPROVAL OF MEETING MINUTES OF JANUARY 25, 2012

3. STAFF REPORT
   A. Update on Recent Economic Development Activities
   B. Announcements / Updates from EDC Members
   C. Location of Future Economic Development Committee Meetings

4. OLD BUSINESS
   A. Consideration of Proposed Façade Improvement Program Revisions

5. NEW BUSINESS
   A. Discussion of the City’s Economic Development Plan
   B. Consideration of Request for Loan from Tom Fischl (Ofischl Sports)

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

7. ADJOURNMENT

Next Meeting: Wednesday, March 21, 2012

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 847-448-8063 (Voice) or 847-448-8064 (TTY).
I. Call to Order
A quorum being present, Chair Tendam called the meeting to order at 7:06 p.m.

II. APPROVAL OF THE MEETING MINUTES OF DECEMBER 1, 2011

Ald. Burrus moved approval of the minutes, seconded by Ald. Wynne

The minutes of the December 1, 2011 meeting were approved unanimously, 8-0.

III. Staff Report
A. Update on Recent Economic Development Activities
Nancy Radzevich, Manager of the Economic Development Division, introduced the new Economic Development Specialists, James Furey and Meagan Jones, noting that the division is now fully staffed and focused on business retention, expansion and attraction efforts.

B. Announcements/Updates from EDC Members
Ms. Radzevich reported that the Economic Development Division is completing a draft of the 2012-14 Economic Development Plan based on the City’s 2010 Economic Development Vision Statement and an Economic Development Strategy. In relation to the goal of outreach and marketing efforts, the Economic Development Division is promoting the economic development in a number of new ways including:
- Posting an available properties list on the website with enhanced features including maps of their locations with links to the descriptions of the properties and real estate brokers
• Continuing to update the local business directory: there are over 1,000 businesses included.
• Added “before and after” photos of projects to the Façade Improvement Program web page
• Added links to the districts on the business district map, with direct links to the City’s website
• Created a Facebook page (Ms. Radzevich thanked Erika Storlie, the City’s Citizen Engagement Division Manager for her help) where Staff are posting news stories and events such as ribbon cuttings
• A monthly email newsletter will be issued beginning at the end of January

Nancy Radzevich also reported the following:
• The City is working with Bonnie Management the new owner of Evanston Plaza to ensure that the shopping center is re-tenanted with quality retailers and services and to determine what physical improvements may be needed. The new owners have attended both the WestEnd and the West Village meetings to solicit community input.
• Some of the new businesses that opened this month include:
  o Pret a Manger sandwich shop
  o Soulwich restaurant
  o Fresh Food Grocery
  o Ruby G’s restaurant
  o Mod*ern gallery (mid century modern antique furnishings)
  o Co-Lab Evanston, a membership based co-working space at Chicago and Main with approximately 40 startup company members.
  o Corrado Cutlery
• Bright Horizons daycare is expected to open downtown, in September 2012 - a much needed service for Evanston residents and workers
• Starting February 2012 the Joint Economic Development Committee meetings between Staff and merchant groups will take place in each of the business districts; a schedule of locations and meeting dates will be sent to the Committee.

At Ald. Burrus’ request, Ms. Radzevich agreed to be the point of contact for any notices or information about businesses that are at risk of closing or are in need of assistance.

Ald. Burrus noted she has heard of landlords who refuse to lower rents in order to make it possible for their tenant to stay. Steve Griffin, Director of the Community and Economic Development Department, responded that Economic Development Staff works with all departments/divisions including Building & Inspection Services, Parking or Public Works to identify creative ways of offering assistance.

Ms. Radzevich announced that Economic Development Division staff has begun proactively meeting / interviewing business owners throughout the City to establish relationships, to learn about their businesses, and to determine what the City can do to enhance the business environment in Evanston.

Chair Tendam asked for updates from each ward:
Ald. Holmes, 5th Ward, reported that the JJ Java Cafe opened at 911 Foster.

Ald. Fiske, 1st Ward, reported that Pret a Manger had opened.

Ald. Rainey, 8th Ward, reported that the City Lit Theater on Howard Street had been approved by City Council. They will do their own programs and manage the space so other theater groups may perform there and they plan to provide cinema when no live performances are taking place. She said there is also a wine bar at 629-631 Howard, where there is also 4,000 sq. ft. ideal for a complementary restaurant.

Ald. Wynne, 3rd Ward, reported that the owner of the Walgreens at the shopping center near the new AMLI development on Chicago Avenue south of Main Street, will be improving replacing the Walgreens store with the current, more modern design, to reflect their new style which includes fresh food and a well-lit new layout. In addition, the façade of the rest of the center will be improved and the owner will be adding the streetscape in accordance with the Chicago Avenue Corridor Streetscape Plan.

Chair Tendam, 6th Ward, reported that the recently opened Central St. Café is very popular. He announced that Casteel Coffee has left their current location and is looking for another location in the area; the owner of the Casteel Coffee site wants to have a food and live music venue.

Ald. Burrus, 9th Ward, suggested that the City consider contacting Walgreens to ask if they would upgrade all Evanston stores like they plan to do in the 3rd Ward. She also reported that in her ward a bakery/café is opening and a private gym may expand. She suggested that the City have a presence at the 2013 Biotechnology Industry Organization International convention at Chicago's McCormick Place and perhaps create events in Evanston to coincide with it.

C. Update on Comprehensive Signage Program
Marty Lyons, Chief Financial Officer of the City of Evanston, reported that staff is reviewing multiple proposals for the signage program and that Staff will provide those to the Committee. The updated proposals will only include signs such as parking and directions, not names of parks, etc. Mr. Lyons has not talked to vendors yet about a phasing plan.

Ald. Rainey asked whether Mr. Lyons could contact vendors who have asked her about the status, to which Mr. Lyons replied that the City will be reaching out with an answer but it is not normally given until a decision has been made.

At Chair Tendam's request, Mr. Lyons said he will email the number of bids to the Committee since he did not have that information on hand.

Ald. Holmes mentioned that she has waited three years for the signs in her ward, and is anxious to get those installed.

IV. OLD BUSINESS
A. Consideration of FY 2012 Merchant Grant Application: West End Business Association

Johanna Nyden, Economic Development Coordinator, distributed the Guidelines for the 2012 Merchant Grant Applications and stated that staff recommends utilizing the Business District Improvement Fund to fulfill the West End Business Association’s request for $6,925 to be distributed as follows:

- $3,555 for planters and plantings at entry points;
- $1,500 for the 2nd Annual WestEnd Block Party (none of which to be used for alcoholic beverages)
- $1,870 for their website.

Ms. Nyden added that IRMCO is committed to working with the WestEnd Business Association on the 2nd Annual Block Party and introduced Jeff Jeffrey and Jennifer Kalas of IRMCO.

Chair Tendam called on Mike Vasilko, the citizen who signed up to speak regarding this agenda item:

Mr. Vasilko said he feels it is a bad precedent for the community to fund parties when there are other economic development needs. Related to the TIC request for funding (late on the agenda), he added that the TIC has not demonstrated a return on investment.

Ald. Burrus stated that parties are not a good use for the money and she finds it difficult or impossible to vote for the approval of funding a party when there are other, more important problems such as infrastructure. She said the guidelines need to be revised and the City needs to be careful what it is funding.

Ald. Rainey said she is not voting to approve funding a party. She said the struggling Howard Street Business Association funded its own party.

Ald. Grover said she sees the value of bringing a business district together but other events, such as the Central Street Art Fair, are self-funded.

Ald. Peter Braithwaite, on behalf of the West End Business District Association, invited Mr. Jeffrey of IRMCO to speak about the event. He said last year’s event was wonderful and it brought together the businesses in the area.

Mr. Jeffrey said IRMCO has been in existence and at its location since 1919. He said he tried for years to build camaraderie between businesses in the area. He said IRMCO does sponsor a holiday party each year, which 90 people attended for lunch and brought a gift for charity, for which he personally delivers invitations. He said the party was labeled as such to get people to participate and that IRMCO is willing to sponsor half the expense, $1,500, as a vote of confidence. He added that there are a lot of factories in the area which bring in tax dollars.

Ald. Wynne asked whether there was an agenda/structure to the last event, to which Mr. Jeffrey replied that the Ward Alderman introduced the companies in the area...
and they raised $5,000 for Grandmother’s Park. Ald. Wynne said that sounds like a networking event.

Chair Tendam agreed that “party” is a bad choice of words and said “networking event” sounds better. Ald. Rainey said whatever you call it, it is a social event. She said the manufacturers in this district have enough resources to sponsor their own event. She indicated that she thought it was clear, given the discussion, that this should not be resubmitted.

**Ald. Rainey moved to remove the party portion of the funding from the request.**

Ald. Burrus asked whether any other business districts had asked for money for a party and noted that people are losing their jobs and the City cannot afford to keep businesses here and that it would be irresponsible to fund a party. She added that the Chamber of Commerce did not ask for funds from the City for its “Mashup” networking event.

**Ald. Grover moved to remove the $1,500 from the funding request and grant the rest of the requested funds, seconded by Ald. Rainey.**

The Committee voted unanimously, 8-0 to approve the funding of $5,425.

B. Consideration of requests from Participants in 2011 Façade Improvement Program for extension into 2012

**Ald. Rainey moved to extend all of the requests, seconded by Mr. Zenkich.**

The Committee voted unanimously, 8-0 to approve the requests from Participants in the Façade Improvement Program for extension into 2012.

C. Consideration of Modification to IRMCO’s Request for Participation in Façade Improvement Program

**Ald. Rainey moved to approve the modification of IRMCO’s request, seconded by Ald. Grover.**

The Committee voted unanimously, 8-0 to approve the modification of IRMCO’s request for participation in the Façade Improvement Program.

D. Discussion of proposed revisions to the Façade Improvement Program for Future Applications

The Committee had reviewed the revised Façade Improvement Program and agreed that it should be implemented.

V. NEW BUSINESS

A. Request for Financial Assistance from the Technology Innovation Center (TIC)

Paul Zalmezak, Economic Development Coordinator, explained that he has been working with the TIC to redesign their program offerings and reporting to better
demonstrate the City’s return on investment. While they work together on changes to TIC’s funding request submittal, TIC is seeking a modification to their agreement with the City to fund $25,000 for the first quarter of 2012. They plan to return in the second quarter with a revised plan. An addendum to the application illustrates how they met their goals for 2011.

Chuck Happ, Chairman of TIC, explained that Mr. Zalmezak has devoted many hours to understanding what TIC does and that he has struck a chord with younger members. He said TIC wants to become full partners with the City and help to fulfill their common goals. He said in the past year they have measured success in that they have hired 23 new employees. They are working on expanding their corporate, adding an advisory board and broadening their list of clients to try to reduce their dependence on the City going forward.

Mr. Happ explained that the banks are not lending the way they used to. TIC is leading the effort to host a “Makers” Fair, which is a convention for inventors, to take place in Evanston on August 5th and they have 4 sponsors so far. This fair has taken place in New York City in the past. An event planner that was recommended by Downtown Evanston will be hired for the event. Wally Bobkiewicz, City Manager, said the City’s participation in the Maker’s Fair has yet to be fully worked out, but will likely consist of in-kind services not any financial donations to the event. He said it will bring entrepreneurs and 10,000 spectators to the downtown in the Research Park. Mr. Happ said TIC has been rated by Forbes as one of the top 10 incubators in the country.

In order to create a more diverse work place, Mr. Happ said they are looking for more women entrepreneurs and so far have found TULA Foods, which produces Natural Way Yogurt; Benevolent, which provides special needs to benefactors; and iParenting, (which was sold to Disney), which was invited to join the Merchandise Mart but chose to come to TIC.

Ald. Grover’s asked if the number of jobs created was gross or net new jobs. Mr. Happ said that approximately 9 jobs were lost, in comparison to the 23 jobs gained. He explained that the owner and 5 employees of Maker’s Faire moved downtown; Caliber, a husband & wife who commuted from Elmhurst, decided to work from home. He added that no company left had more than 6 employees.

At Ald. Burrus’ inquiry, Mr. Happ said that of the companies that moved to Evanston, Rayonix, Inc. moved to 1880 Oak, FMN employees are working from home in Evanston, Aginity, with 60 employees, is at 1603 Orrington, and Caliber and Geometric have moved to their homes. Ald. Burrus said she wants the incubator to move companies to spaces where they will pay rent and taxes and build businesses and she does not see that, which is what they had set out to do.

Tim Lavengood of TIC said he will be promoting Evanston this July when he will be moderating a panel at the Scientific Ceramics Conference on Entrepreneurship.

At Ald. Rainey’s inquiry, Mr. Happ said Northwestern University (NU) helped fund for the first 17 years with the City and he has been funding TIC personally for the past 6
years, with the city’s assistance over the last 21 months. He said he has tried to get NU to help again and they do call TIC for case studies, but they seem to believe they can do better on their own. Ald. Rainey said she would not mind funding TIC, even at the same rate, if there were others participating in their funding.

Ald. Grover said Evanston has a lot of potential with international businesses coming through Evanston and suggested TIC contact Global Soft Landing Services, a company that helps foreign companies come to the U.S. to do business by helping with visas, etc. Mr. Lavengood added that since January, 2012 he has been working with CDM Mobile Tech of Belgium.

Ald. Fiske agreed that a relationship with NU is important, after working together for 17 out of TIC’s 23 years. She wondered how TIC is competing with NU and asked staff to keep the Committee informed of what NU is doing. She wants to be sure the City spends its money wisely. Ald. Rainey asked whether TIC has trouble attracting businesses, saying there should be room for both TIC and NU. Mr. Happ responded that they have 43 companies in two locations and they continue to put people together. At Ald. Rainey’s inquiry he said TIC provides legal, IT and infrastructure assistance. Ald. Rainey said there is no reason why the City should be the only subsidy and their success should be a key factor in motivating NU and others to want to help.

Mr. Zenkich asked whether there is a formal way companies can interface and acquire or merge, to which Mr. Happ responded that there is, not just with the TIC, but there is a network of companies involved. Mr. Zenkich asked whether Evanston companies are aware of them, to which Mr. Lavengood replied that they have been around for awhile, people come to him for software and he will expand that and he will list many more services to put before bankers and clients; he said often when a business comes to them for funding, they need a better business plan.

Ald. Rainey moved to grant the fund request to TIC, seconded by Ald. Grover.

The Committee voted 7-1 to approve the grant of $25,000, with Ald. Burrus opposed.

B. Request for Financial Assistance from IRMCO for Process Improvement of Manufacturing and Research and Development

Ald. Rainey moved to approve the request for financial assistance to IRMCO for $63,000, seconded by Ald. Wynne.

The Committee voted unanimously 8-0 to approve the financial assistance.

Ald. Rainey suggested celebrating the manufacturers of Evanston since many people do not believe there is much industry in Evanston. Ms. Radzevich said they are planning to do promote key milestones with our businesses, such as 50th anniversaries, etc. and blogging about the businesses.

C. Update on Tax Increment Financing (TIF) Districts within the City of Evanston
Marty Lyons explained that staff proposed a surplus distribution and potential closure of the Howard Hartrey TIF, to the Administration and Public Works Committee (A&PW) on December 12, 2011. He reported that the City asked District 65 representatives about using the surplus dollars to fund crossing guards, who responded that this has traditionally been funded by the City in their refusal.

Mr. Lyons noted that in the most recent annual reports, and as noted at the Joint Review Board Meeting, a $644,000 surplus must be distributed not more than 180 days after the close of the report. This means the surplus must be declared by May, which would give the City 30-60 days to send the distribution funds. The School would then receive those funds in July which works well for the school's budget cycle.

Ald. Burrus expressed concern that the School District refused to fund crossing guards with the surplus. She said the schools should be concerned with safety in their vicinities.

Ald. Rainey said in addition to crossing guards, Oakton needs to be repaved and she is not comfortable closing the Howard Hartrey TIF since no funds have been spent on improving the surrounding area of the Target shopping area. She said she would like to use TIF funds to improve the landscaping on the opposite side of the wall the City constructed, among other projects.

Regarding the School District’s refusal to use their surplus to fund the crossing guards, Ald. Holmes said the City cannot dictate to the schools how to use it. Ald. Grover said the taxpayers pay for the crossing guards either way, and she said she knows that the schools work hard to insure the safety of the students, as she has worked closely with a number of schools about safety.

Mr. Bobkiewicz suggested that Ald. Rainey list the projects she wants to be done in the Howard Hartrey TIF at the next A&PW meeting. Ald. Rainey said she wants to have a neighborhood meeting first to discuss it and they have not obtained estimates on any of the work yet. She added that she wants to be involved in the decision about where the money goes.

In response to a question from Alderman Rainey, Mr. Lyons introduced Robert Rychlicki of Kane McKenna, whom the City has contracted with as a TIF consulting firm, who explained that municipalities prevailed in the last legislative session in Springfield against the anti-TIF groups and they will make the same arguments this session: state of the economy and the lack of local resources.

Ms. Radzevich provided a brief overview of the status to date, on the TIF eligibility studies proposed for Evanston Plaza and Chicago/Main. In addition, as part the consultant’s review of the existing TIF’s, Ms. Radzevich noted that Staff is suggesting an additional eligibility study to amend the Washington National TIF. Ald. Fiske asked whether additional area could be added to the proposed Washington National TIF or if it is better to just start a new TIF. Mr. Rychlicki explained that the Washington National TIF has resources that have built up and
areas could be added and others removed, but the area must be more than 5 acres and there must be redevelopment activity in the area. Ms. Nyden, also noted that areas should be included in a TIF that have the potential to redevelop and create new increment that will assist in the growth of the incremental taxes within a district. Ald. Fiske said she would like the TIF to be used for sidewalk and street lighting. Ald. Rainey said she, Ald. Wilson and Ald. Fiske need to meet with Mr. Rychlicki to discuss the projects in their wards. Mr. Rychlicki said the Washington National TIF has $5 million and it is paying for Sherman Ave. debt service at $3.5 million per year. Based on this projection, Washington National could have $20 million by 2018 if the City did not do any projects.

Ms. Radzevich said the original proposal with Kane McKenna was to consider two new TIFs, Evanston Plaza and Chicago/Main, and to evaluate whether any of the current TIFs need re-evaluating. She said if we want to study the possible amendment of Washington National TIF further, the City will need to amend Kane McKenna’s contract to add that alternate scope for an additional TIF eligibility study. Ald. Holmes asked Mr. Rychlicki whether the Evanston Plaza TIF would possibly extend to Lake Street. The Committee discussed the cost of extending the contract with Kane McKenna.

Ald. Wynne moved to approve an additional $31,000 to extend Kane McKenna’s contract in order to provide consultation for the amendment of the Washington National TIF, adding that staff has been directed to confer with Ald. Rainey and Fiske on projects in their wards, seconded by Ald. Rainey.

The Committee voted unanimously, 8-0 to approve the Kane McKenna contract extension for $31,000.

VI. COMMUNICATIONS
   A. Real Estate Transfer Tax Report
      The Committee acknowledged receipt of the real estate transfer tax report.

   B. Monthly Economic Development Communication

VII. Adjournment
      The meeting was adjourned at 9:27 p.m. The next meeting will be held on Wednesday, February 22, 2012 at 7:30 p.m.

Respectfully submitted,
Bobbie Newman
Proposed Façade Improvement Program Revisions
To: Chair and Members of the Economic Development Committee

From: Nancy Radzevich, Economic Development Division Manager
       Johanna Nyden, Economic Development Coordinator
       Jim Furey, Economic Development Specialist

Subject: Façade Improvement Program – Recommended Changes

Date: February 15, 2012

Recommended Action:
Staff supports a recommendation to City Council from the Economic Development Committee to approve recommended changes to the Façade Improvement Program described below and as shown in attached updated Façade Improvement Program Guidelines and Program Agreement, dated February 17, 2012.

Summary
At the January 2011 meeting, the Economic Development Committee reviewed the suggested changes to Façade Improvement Program and agreed they should be implemented. The recommended changes to the program and associated were based on opportunities for improvement identified by Staff, Committee members, and program participants and the proposed changes were outlined in the Staff Memorandum, dated January 20, 2012. Staff believes these modifications will help attract more businesses to participate in the program.

Discussion
The recommended changes to the Program include:

Eliminate Pre-Application Meeting. The existing Façade Improvement Program requires applicants to attend one of three available pre-application meetings to be eligible for the program. While these meetings were designed to both provide an overview of the program and to generate interest from businesses, it was often difficult for the potential applicants to attend the meetings. Staff is instead proposing the use of a brochure, which can be distributed to the businesses and posted on the Economic Development webpage for outreach in addition to utilizing one-on-one meetings between applicants and Economic Development Staff to explain the details of the
program in the context of a particular businesses needs. This modification would make the program more responsive and less rigid.

**Develop a Rolling Application Submission Period.** The existing Façade Improvement Program allows applicants to submit applications to City Staff during three specific time periods over the course of the year. Staff recommends eliminating these three time periods and replacing it with two submissions time frames. The first would span from January 1st to June 30th and be designated as Projects to be completed in the 2012 calendar year with funds coming from the 2012 budget. The second submission would run from July 1st to December 31st and be designated as Projects to be completed in the 2013 calendar year with funds coming from the 2013 budget. These modifications would be more responsive and less rigid for applicants.

**Further Specify Project Completion Date.** The existing Façade Improvement Program does not clearly specify a project completion date. Staff recommends listing a specific project completion date in each Program Agreement that would be agreed upon between the applicant and the City prior to project approval. This modification would clarify the expectations of applicants looking to take part in the program.

**Eliminate Deed Restrictions for Projects $5,000 or less.** The existing Façade Improvement Program requires a signed and recorded “Declaration of Covenants Affecting Real Property” document prior to receiving a “Notice to Proceed” from the City. Staff recommends eliminating this requirement for projects receiving $5,000 or less in forgivable loans from the City. This modification would streamline the application process for applicants proposing smaller projects and encourage more participation in the program.

**Clarify Approved Project Amount.** The existing Façade Improvement Program Agreement document between the applicant and the City of Evanston does not clearly define the amount of the award nor the funding source and budget year. Staff recommends amending the agreement to include this information. This modification would clarify the award amount, funding source, and budget year for all.

**Shorten Program Guidelines Text.** The existing Façade Improvement Program’s Program Guidelines document is five pages long. Staff recommends shortening the text of this document without eliminating necessary information. This modification would make the Program Guidelines document more applicant-friendly.

**Create Informational Pamphlet.** There currently is not a Façade Improvement Program overview document. Staff has created an initial draft pamphlet that can be adapted to digital form for inclusion in email blasts and on the Economic Development website. The creation of this document should help increase awareness of the program and would allow staff to provide an overview document to all potential applicants, without overwhelming them with too much information.
Expand Eligible Project List. The Façade Improvement Program’s Program Guidelines document lists several examples of qualifying projects. Staff recommends expanding this list to include “signage improvements”. This modification would inform potential applicants that signage projects are also considered qualifying projects under the Façade Improvement Program.

Webpage Enhancements. Staff recommends enhancing the Façade Improvement webpage by adding a “web-based” version of the overview pamphlet and several “before and after” photographs. This addition to the program’s webpage would allow for residents and potential applicants to see all of the positive impacts the Façade Improvement Program has had and increase the community’s awareness of the program.

Partial Payments. Currently the Program requires that all aspects of the projects be completed and paid in full by the business/property owner, prior to receipt of reimbursement. Staff recognizes that on some of the more extensive projects, business owners may need some phased reimbursements in order to help with financing of the overall project. The revised program guidelines include a provision that will allow up to two payments, for phased projects, based on a phasing plan reviewed and approved by Staff.

Attachments:
City of Evanston
Façade Improvement Program

Program Guidelines
Updated: February 17, 2012

DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
ECONOMIC DEVELOPMENT DIVISION
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☎ 847-448-8100 ✉ economicdevelopment@cityofevanston.org ✰ www.cityofevanston.org
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Program Purpose and Overview

The purpose of the Façade Improvement Program ("the Program") is to improve the appearance of the façades of commercial buildings located throughout the City of Evanston. The Program works to address especially deteriorating property conditions and encourage enhancements to the property as viewed from the public right of way as a means to generate additional business for Evanston's commercial areas.

Program participants are eligible to receive a rebate upon the completion of their approved façade improvement project. The rebate is in the form of a loan, forgivable over five (5) year period.

The Program is managed and administered by Staff in the City of Evanston's Community & Economic Development Department.

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 (for projects receiving a forgivable loan of $5,000 or more).

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. Eligible improvements include signage, painting, lighting, windows, doors, fascia, tile, canopies, awnings, trim, metal work and other decorative elements, restoration of historic properties and other improvements contributing to the visual enhancement of a property as it relates to the public right-of-way.

Ineligible Improvements include roofs that are not "part of the façade" (i.e. do not face the public way; the portion of mansard roofs, for example, facing street frontage are eligible), 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 significant alterations or additions to the façade and/or requests for approval of new or altered signage should be reviewed with the Community and Economic Development Department's Project Management Supervisor and/or Planning and Zoning staff to assure compliance with State and Local Building codes and/or zoning ordinances. Further, 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**

The Program provides participants the opportunity to receive a rebate upon the completion of their approved façade project, up to an approved amount, based the maximum amounts set forth in the sections below.

**Funding Source(s):** Projects will be funded through: tax increment financing (TIF) within applicable TIF Districts, Community Development Block Grants, and/or Economic Development Funds.

**Rebate/Forgivable Loan:** The Program provides participants the opportunity to receive a rebate upon the completion of their approved façade project up to the maximum amounts set forth below. The rebate is in the form of loan, forgivable over a five (5) year (60 month) period as illustrated in the box to the right. Participants can receive a rebate for up to half of the total project cost, based on the “total eligible cost” for their specific building façade.

**FIVE (5) YEAR FORGIVEABLE LOAN**

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<td>Eligible Rebate:</td>
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| Total Forgivable Loan from the City: | $ 13,500 |
| Month 0-12 Loan ($2,700): | $ 10,800 |
| Month 13-24 Loan ($2,700): | $ 8,100 |
| Month 25-36 Loan ($2,700): | $ 5,400 |
| Month 37-48 Loan ($2,700): | $ 2,700 |
| Month 49-60 Loan ($2,700): | $ 0 |

**Note:** if the agreement is terminated prior to the completion of the five-year (60-month) forgivable loan period, the Participant will be responsible for repayment of the balance of rebate (“loan”) on a prorated basis. The prorated amount due will be determined by multiplying the original rebate amount times the percentage obtained by dividing the number of months remaining in the five (5) year period by 60 (the total number of months in the loan period). The commencement date of the 60 month forgivable period starts on the month that the project agreement is recorded at the Cook County Recorder of Deeds and ends on the 5th anniversary date.

**Total Eligible Project Cost:** 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 up to $10,000 on a 50/50 cost-sharing basis. Each linear foot of frontage greater than thirty-five (35) is eligible for an additional $100 per foot toward the “total eligible cost”. In order to
calculate the “total eligible cost,” measurements of the façade 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 of the façade would be eligible for up to $10,000 in funding, based on the 50/50 cost sharing provision. The remaining thirty-five linear feet qualify the applicant for an additional $3,500 in assistance. In total, this façade would qualify for up to $13,500 in assistance.

For approved projects for which a rebate of $10,000 or more is awarded (i.e. projects with eligible total improvement costs of $20,000 or more), an applicant may request up to two payments for the project. In such cases, a schedule for the partial payment and a timeline with benchmarks for completion for each project phase must be submitted and approved by Economic Development Staff. In each case, the reimbursement shall only be made after the defined work has been completed and payment has been made by the business/property owner.

**Estimates for the Project:** As these façade improvement rebates are public funds, Participants will be expected to get three estimates for each aspect of their project, of which one should be from an Evanston-based business. This allows for some assurance that the project pricing is competitive and that there is an opportunity to utilize of local businesses.

**Design Guidelines**


**Program Steps**

**Step 1: Arrange to Meet with an Economic Development Specialist.** Applicants should schedule a meeting with an Economic Development Specialist to discuss the program, ask questions, and obtain application materials.

- Jim Furey  
  Economic Development Specialist  
  (847) 448-8078  
  jfurey@cityofevanston.org

- Meagan Jones  
  Economic Development Specialist  
  (847) 448-8170  
  mmjones@cityofevanston.org

**Step 2: Application Submission.** Applications for the City of Evanston Façade Improvement Program may be submitted during one of two time frames. The first submission time frame spans from January 1st to June 30th. These projects would need to be completed during the 2012 calendar year. The second submission time frame spans from July 1st to December 31st. These projects would need to be completed during the 2013 calendar year, and would be included in the 2013 budget. Submissions must include the following:

- Completed Application (http://www.cityofevanston.org/business/economic-development/facade-improvement-program/index.php);
• Copies of 3 estimates for each aspect of proposed work. At least 1 of the 3 estimates must come from an Evanston based business.
• 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.

Note:  All applications, project photos, and supporting documents shall be submitted digitally as well as in the paper format.

Step 3: Staff Application Review Process. After Applications are submitted, Staff will:
- Evaluate each project submitted to determine if Application is complete.
- Confirm eligibility of proposed project tasks and determine total eligible project cost;
- Identify appropriate funding sources for each proposed project;
- Prepare recommendations of approval of funds to the appropriate 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.  Staff will submit recommendations to either the Economic Development Committee or the Housing & Community Development Act Committee for review and recommendation to City Council. All projects are then forwarded to City Council for final action.

Participants are required to be present at all public meetings at which proposed façade projects will be discussed. Participants will be notified of time, date, and place of the public meeting at which the Application will be considered. Staff will outline meeting schedules for applicants at their consultation meetings.

Step 5: Execution of Program Agreement. Following approval by City Council, 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. 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 of the agreement are provided in Attachment A of this document.

Step 6 (if applicable): Project Phasing Plan. Applicants that have been approved for projects with a rebate of $10,000 or more may submit to Economic Development Staff a written request to divide projects into two phases for the purposes of partial reimbursement of project costs. For example, if a project includes multiple components such as tuck-pointing, window and door replacement and signage, applicant may propose to staff to divide work into two phases in order to seek repayment after certain aspects of the project have been completed. Applicants shall submit to Economic Development staff a project phasing plan, which clearly defines the work to be completed in each phase along with expected completion dates. Such phasing plan must be approved by Staff in order to establish partial payment plan.
Note: Commencement of work without an executed Program Agreement will automatically disqualify a Participant from being eligible to participate in the Program, and negates the City's obligation to rebate any portion of the work.
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. If a partial rebate payment schedule with project completion benchmarks has been established with and approved by Economic Development Staff (for projects eligible for $10,000 or more), work must still be inspected and approved by the City prior to partial payment being issued. 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 (for projects receiving $5,000 or more in forgivable loans) 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 as specified in Section VI of the Program Agreement (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: 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”. Projects approved for $5,000 or less are not subject to recorded an executed Declaration of Covenants document.

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. “Project Completion Date” means the date agreed upon by the Participant and the City of Evanston when the approved Façade Improvement Program project will be completed by.

i. “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.

j. “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).
k. “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.

l. “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 facade
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. The Participant shall be responsible for ensuring approved project is completed by project completion date agreed upon by the Participant and the City detailed in Section VI of this agreement.

j. 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.

k. 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 (for projects approved for a forgivable loan of $5,000 or more only); 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 the Total Allowable Expenses, within the maximum allowable limits set forth in the Program Guidelines.

VI. TIME OF PERFORMANCE

The Participant shall complete the Project by the agreed upon project completion date between the Participant and the City in order to remain eligible for receipt of the Rebate. Failure to complete the Project by the agreed upon project completion date below 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.

Project Completion Date: ______________________________

Applicant Signature: _______________  City Signature: __________________

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.

Approved Rebate Amount: _________________________________

Applicant Signature: ____________________ City Signature: __________________

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 (for projects approved for $5,000 or more in forgivable loans only)
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
Evanston, IL 60201

For Official Use Only

Date Received: Received By:
Exhibit A: LEGAL DESCRIPTION OF PROPERTY

(Attach behind this page)
Exhibit B: DECLARATION OF COVENANTS AFFECTING REAL PROPERTY

[Space for Recorder]

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 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.
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) years 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: ______________________________
City Economic Development Plan
To: Chair and Members of the Economic Development Committee

From: Nancy Radzevich, Economic Development Manager
Johanna Nyden, Economic Development Coordinator
Paul Zalemzak, Economic Development Coordinator

Subject: Draft Economic Development Plan

Date: February 17, 2012

Recommendation:
Staff supports a recommendation from the Economic Development Committee to the City Council to adopt the 2012-2014 Economic Development Plan.

Background
On January 11, 2010, the City Council adopted an Economic Development Vision Statement and an Economic Development Strategy, which had been recommended by the Economic Development Committee and Staff. The adopted Vision Statement for Evanston reads as follows:

“Evanston promotes and supports a citywide entrepreneurial culture that retains and expands existing businesses, attracts new businesses and fosters start-ups, including technology companies. Employment growth and tax base enhancement are two essential elements of this vision. Increased employment of Evanston residents by Evanston employers is an important component of this vision.”

The associated Economic Development Strategy identifies four major components of economic development activities in which the City should engage in order to meet the two main goals – employment growth (particularly for Evanston residents) and tax base enhancement – of the Vision Statement. These major components include:

1. Business Retention and Expansion
2. Business Attraction
3. Area and Commercial Revitalization and Redevelopment
4. Marketing
The proposed Economic Development Plan builds off of the adopted Vision Statement and Economic Development Strategy, and defines the key over-arching principles of the City’s economic development efforts and establishes five targeted industries. This Plan strives to provide a more focused approach to the City’s economic development efforts – all with the primary goals of job creation and tax/revenue growth – based on the inherent strengths of the City:

- Quality of life (balanced “live, work and play” environment);
- Culturally and socio-economically diverse population;
- High quality public school system;
- Internationally recognized university;
- Renowned cultural and performing arts;
- Strong health care institutions;
- Access to public transportation;
- Lake Michigan waterfront; and
- Strong, growing entrepreneurial and innovative business community

These assets enable Evanston to retain, grow and attract businesses, strengthen neighborhoods and commercial centers throughout the City, and encourage investments in human capital to better prepare Evanston residents for local employment opportunities.

This Economic Development Plan will, in turn, set the framework for the updated Economic Development Work Program, which will include specific strategies and actions needed for the achievement of the goals and objective identified in the Vision Statement and Economic Development Plan. In addition to establishing the strategies and actions for implementation, the Work Program will also include measurable outcome criteria. These criteria will build off of those established in the Vision Statement and be refined to reflect the more focused objectives included in the adopted Economic Development Plan.

Once a final Economic Development Plan is adopted by the City Council, the Economic Development Work Plan will be updated accordingly.

Attachments
- Draft Economic Development Plan, dated February 17, 2012
- Economic Development Vision Statement/Strategy
ECONOMIC DEVELOPMENT PLAN

INTRODUCTION
This Economic Development Plan is focused on creating jobs and growing the city’s revenue base by refining and focusing the overarching principles of the Vision Statement into all aspects of the City’s economic development efforts. Reflective of the progressive nature of Evanston, the City’s economic development focus continues to evolve and adapt to the rapid changes in the marketplace. The City’s efforts moving forward will be guided by the Key Economic Development Principles garnered from the City’s Economic Development Visition Statement,¹ as follows:

1. Retain, expand, and attract businesses Citywide, emphasizing Innovation;
2. Nurture Entrepreneurship in Evanston;
3. Create jobs and Workforce Training opportunities for Evanston residents in diversified business sectors; and
4. Promote Evanston, locally, regionally, and nationally, as an innovative and progressive place by reinforcing the strengths of our diverse residential, educational, cultural, and business communities.

Promoting Evanston’s economic prosperity and quality of life depends on a proactive approach to diversifying the economy. This Economic Development Plan requires a concerted effort to support the strengths of our existing companies and growth industries (including retail, office and manufacturing) and to target five industries that will drive diverse job creation, compliment the strengths of our community, and promote a climate for growth. The five Targeted Industries are:

1. Technology-Based Businesses
2. Health Care and Wellness Industries
3. Baby Boomer Markets
4. Arts and Entertainment Venues
5. Water Industries

This Economic Development Plan will succeed only with the collaboration of our economic development partners – such as Downtown Evanston, our business district associations and the Evanston Chamber of Commerce; key private sector leaders; and local and regional educational institutions – particularly Evanston Township High School, Oakton Community College, and Northwestern University.

Once adopted, this Plan provides the framework for an updated Economic Development Work Program that will define specific strategies and actions needed to create opportunities for economic growth, to promote innovation through entrepreneurship, and enhance the energy of Evanston’s dynamic residential and commercial communities.

KEY ECONOMIC DEVELOPMENT PRINCIPLES

The Economic Development Vision Statement established two main goals: tax (revenue) growth and job creation, particularly those that can be filled by Evanston residents. In establishing those goals, the Vision Statement included several overarching principles that transcend all aspects of business retention, expansion and attraction and targeted redevelopment and revitalization of commercial areas. These principles will help the City promote longer term sustainability of our businesses, foster more diversified economic revenue base, and create more job opportunities for Evanston residents and are essential to advancing Evanston’s Economic Development Vision Statement.

- **Innovation** – The support and encouragement of innovation is an overarching goal for the five targeted industries as well as the traditional businesses sectors. Innovation is essential for our existing businesses to continue to thrive – as consumer needs and demands are ever changing, our existing businesses must be innovative in ways they adapt to these changes. Innovation is also essential to those businesses looking to expand, as they need to not only respond to current economic trends but also consider how quickly they can adapt their growth plan to accommodate future trends. In addition to promoting innovation with existing businesses, the City will pursue new businesses with innovative business models to try to ensure their long-term existence in Evanston.

- **Entrepreneurship** – Often associated with technology or internet start-up businesses, entrepreneurship can transcend all business sectors and often includes small, independent businesses. These sole proprietor entrepreneurs are typically initially home-based, located within coffee shops, or housed in lower cost co-work office spaces. Evanston has a long history of attracting entrepreneurs to the City and given the trends away from larger conglomerate companies, the City recognizes the need to support our diverse entrepreneur community. In helping to nurture and sustain an entrepreneurial culture, the City will seek to not only retain and expand our existing small, local businesses, but also to attract complementary ones – resulting in job creation. Not only through employees hired, but also in the form of the “new” jobs for the new business owners, themselves.

- **Workforce Training** – While one of the key objectives of economic development is job creation, the City recognizes that the best way to maximize the benefit to Evanston is to work with our public and private partners to establish workforce training programs for our residents. Workforce training opportunities for Evanston job seekers should strive to bridge the gap between their existing skills and those demanded by the City’s stable, growth industry employers. Such workforce training efforts should cover all sectors of our diverse business community – from construction/building trades to manufacturing/production to health care to technology. In order to develop such training programs, the City will work with Evanston Township High School, Oakton Community College, and Northwestern University to promote educational programs geared toward our stable job sectors.
In addition, the City will work with our private sector partners to create hands-on training and internship opportunities in both vocational and professional fields.

- **Promoting Evanston** – In order to sustain, grow and recruit businesses, the City will build a stronger marketing campaign to showcase the amenities of the City, provide a resource for local businesses and business district associations, and acknowledge the successes of our economic development efforts. Such efforts will include continued outreach to traditional news outlets and press releases, as well as focused marketing through the development of a comprehensive website, increasing the use of social media, and participation at targeted conferences and trade shows.

**TARGETED INDUSTRIES**

The City is focusing on five targeted industries, which have high potential for growth. These industries will drive diverse job creation, compliment the strengths of our community, and promote a climate for growth. While this Plan identifies key targeted industries, the City will continue to support our manufacturing firms, and seek to retain, grow and attract retail and general office uses throughout the City. This approach of focusing on targeted industries and traditional business sectors, ensures a diversified tax base and provides for a full-spectrum of job opportunities for Evanston residents.

- **Technology-Based Businesses** – Capitalizing on Evanston’s reputation as a center for innovation, the City will work with private-sector and institutional partners to help galvanize Evanston’s entrepreneur base to create an innovation hub that will support and promote investment in technology and technology-enabled businesses. With our partners, the City will support the creation and promotion of both physical and virtual spaces devoted to collaboration and networking, mentoring, educational programs, and events, aimed at fostering the transition of Evanston-based startups to the growth stages and providing a focal point for angel and venture capital investors. Concurrently, the City will identify opportunities for development of modern office and laboratory space to improve our ability to retain expanding firms and to attract new technology companies.

- **Health Care and Wellness Industry** – According to the Centers for Disease Control and Prevention, in 2009 approximately 18% of the employed workforce in the U.S. worked in the health care industry; by 2018 this percentage is expected to grow to 22%, adding over 3 million new jobs. Evanston is poised to take advantage of this job growth through the presence of two local Hospitals, North Shore Evanston and St. Francis, and numerous medical offices located throughout the community. The City will explore opportunities to attract businesses that supply and manufacture medical equipment/devices to our hospitals, businesses that provide ancillary health care services, and additional medical offices. In conjunction with identifying complementary and submarket businesses, the City will assess the existing available space and recruit development partners to provide additional opportunities to meet the space needs of new or expanded health care related businesses.

- **Baby Boomer Markets** – Evanston has long been attractive to empty-nesters and active retirees seeking an alternative to traditional retirement communities.
According to the website *Baby Boomer Insight*, as of January 1, 2011, Baby Boomers, individuals born between 1946 and 1964, made up 26% of the American population, or roughly 78 million people. As the Baby Boomer population continues to age, the number of Evanston residents within this population cohort is expected to grow. While Evanston has a lot to offer Baby Boomers – a nationally recognized university, strong health care options, an active downtown, and a diverse cultural and entertainment base – the City will continue pursuing opportunities for new businesses and cultural and entertainment venues that meets this population’s demands and needs. Consideration will also be given to future age-in-place opportunities and challenges such as accessibility within commercial areas.

- **Arts and Entertainment Venues** – Evanston has a strong arts and theatre culture that adds to the diverse economy, appeals to a variety of age groups, and helps sustain and attract creative and innovative residents, businesses, and visitors. Findings from the recent “Varsity Theatre” Study indicate that there is a strong market for live performing arts in Downtown Evanston. Over the course of this year, the City will conduct a more detailed study of opportunities for live performing arts venues through a National Endowment for the Arts (NEA) grant. Using information gathered through the NEA grant and from interviews with key stakeholders from various arts organizations, the City will create a baseline program analysis for performing arts, which will be used to explore opportunities for performance venues throughout the City. The City will also target other entertainment venues to provide a more diverse “live, work and play” community. Retaining and expanding arts and entertainment opportunities benefits Evanston residents, workers, and visitors, adds creative sector jobs and, for certain venues, generates added sources of revenue for the City through amusement and liquor taxes.

- **Water Industries** – One of Evanston’s greatest assets is our access to water and our ability to provide water to other communities. This gives Evanston an advantage in targeting businesses that specialize in water research, water sciences, and related industries and water-intense businesses, such as bio-tech firms, which require significant water resources to facilitate research, development and production. The sale of water to surrounding communities is one of Evanston’s biggest revenue generators. As such, development in those communities will generate additional revenue for the City. To increase this revenue source, the City will explore opportunities for regional economic development partnerships, based on available space and infrastructure in those communities.

**NEXT STEPS**

The over-arching principles and targeted industries outlined in this Plan are designed to promote economic development growth, enhance job creation, and provide opportunities to strengthen and support the quality of life and amenities throughout Evanston. Once the final Economic Development Plan is adopted, the City will create an updated Economic Development Work Program that will define specific strategies.

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2 “The Varsity Theatre: An evaluation of its potential use as a performing arts center for Evanston,” dated July 2011, Prepared for Downtown Evanston by Community Land Use + Economics Group, LLC.
and actions for the implementation of the Plan as well as create a list of measurable outcome criteria for evaluating economic development activities.

**ONGOING EVALUATION**

Using the criteria for measuring the success of our economic development efforts, the City will re-assess its priorities and programs in light of changing conditions and opportunities, and will adapt these as needed. The City will track measurable outcomes to allow for annual updates, and based on successes and/or challenges encountered in implementation, the City will embark on a more comprehensive review of the goals, principles and targeted industries defined in this Plan every two years.
ECONOMIC DEVELOPMENT VISION STATEMENT

This document summarizes the major components of an Economic Development Strategy/Major Priorities and Vision Statement which was adopted by the City of Evanston on January 11, 2010.

The most important priorities for economic development by the City in partnership with valued partners engaged in economic activities are highlighted. Implementation of this strategy began in January 2010 and it will feature quarterly reporting to the Economic Development Committee for opportunities to modify the strategy periodically. The City has always engaged in business retention and attraction activity, as well as substantial real estate redevelopment initiatives, but the priorities included in this document will be implemented in a more systematic and sustained manner. Implementation of this new strategy will emphasize continuous outreach and initiatives as well as reacting to needs and opportunities raised by other actors engaged in economic activity.

Business Retention and Expansion

1. Inventory and prioritize economic sectors for outreach making use of available data and reports, generating new data as necessary.

2. Develop and implement a business retention communication strategy.

3. Administer economic development finance programs and support services (e.g. City services, infrastructure, regulatory).

4. In all cases, provide special focus and sensitivity for small businesses, including business start ups, and key sectors that would maximize job creation.

Business Attraction

1. Identify and address gaps and opportunities for business attraction.

2. Develop a medium to long range attraction plan for economic revitalization identifying sectors and individual business targets.

3. Leverage key partnerships to help attract desired businesses (e.g. Northwestern University, St. Francis Hospital and Evanston Hospital).

4. Apply economic development financing programs and support services to achieve attraction objectives.
Area and Commercial Revitalization and Redevelopment

1. Implement action plans for neighborhoods and commercial areas with existing area plans including Chicago Avenue, West Evanston, Downtown and Central Street.

2. Implement the approved redevelopment plans for Tax Increment Financing Districts including Howard/Ridge, Washington National, Howard Hartrey, West Evanston and Southwest.

3. Create plans for commercial districts that do not have plans including the southwest manufacturing and commercial districts and the Dodge Avenue Corridor from Greenwood Avenue south.

4. Work closely with neighborhood business district associations and other business associations to achieve economic development priorities.

Marketing

1. Build a new City Economic Development Web Site that becomes a fundamental component of the City’s marketing strategy and is a major interactive portal for engagement with all existing Evanston businesses, other businesses that we desire to attract and is a showcase and resource for information about economic activity and opportunities in Evanston.

ECONOMIC DEVELOPMENT VISION STATEMENT FOR EVANSTON

Evanston promotes and supports a citywide entrepreneurial culture that retains and expands existing businesses, attracts new businesses and fosters start ups including technology companies. Employment growth and tax base enhancement are two essential elements of this vision. Increased employment of Evanston residents by Evanston employers is an important component of this vision.

Criteria for evaluating the achievement of the vision statement:

1. Number of business expansions
2. Number of business visits
3. Number of service requests fulfilled
4. Number of business start ups
5. Number of businesses attracted
6. Number of new jobs created
7. Dollar value of enhanced tax base
8. Number of jobs created for Evanston residents
Consideration of Request for Loan from Tom Fischl (Ofishal Sports)
Memorandum

To: Chair and Members of the Economic Development Committee
From: Nancy Radzevich, Economic Development Manager
      Paul Zalmezak, Economic Development Planner
Subject: Request for Financial Assistance for Ofischl Sports
Date: February 16, 2012

Recommendation
Tom Fischl (the Applicant) is seeking a $35,000 loan for equipment purchases and interior build-out costs associated with reopening Ofischl Sports within the University Building at 1604 Chicago Avenue. Staff does not support using City funds for this project as the risk exceeds the limited potential return on investment.

Funding Source
Should the Economic Development Committee recommend approval to City Council, this project could be funded through the Economic Development Fund’s Business Attraction and Expansion Account (Account 5300.62660) as the source of his loan. The approved FY2012 budget allocated $500,000 to this account for business attraction and expansion activities. To date, $1,800 has been spent from this account.

Background
The Applicant, a lifelong resident of Evanston and a third generation business owner, opened Ofischl Sports in 1991 at the corner of Sherman and Grove. Ofischl Sports started off as a soft goods retailer (swim suits, athletic shoes, workout apparel, licensed merchandise, etc) and later expanded to include custom printing and embroidery. The Applicant personally operated the store along with a screen printer and hired employees exclusively through the Youth Job Center of Evanston, particularly ‘at risk’ students. After a series of events that negatively impacted the business, Ofischl Sports closed in 2007.

Discussion
The Applicant is in the process of re-launching Ofischl Sports on-line, and wants to compliment this with a bricks and mortar location in downtown Evanston. As the business grows, Ofischl Sports would add more components. Ofischl Sports would reopen in phases with custom T-shirts and silk-screening in the first phase, followed by
a showroom of printable product, and eventually sporting goods. The Applicant has reported he is licensed to produce Northwestern University product.

The Applicant plans to reengage with the Evanston Youth Job Center and hire through them as he did before and will teach the students how to make sales, bookkeeping, and how to run a business. Ofischl Sport’s former screen printer, Jae Lam, would return to teach the youth employees how to screen-print and make T-shirts and other products.

Structure of Request for Financial Assistance
The total costs associated with the Ofischl Sports business plan is $35,000. The Applicant is unable to obtain conventional financing for his project which he reports is due to his financial challenges that resulted from the final years of operating Ofischl Sports. His inability to secure credit motivated him to seek funding through the Economic Development Fund.

The Applicant is seeking a loan of $35,000, with 3% interest from the City, payable up front. The loan would be used to renovate the 1604 Chicago Avenue space and to acquire screen printing equipment, a used embroidery machine, a Sublimation/Digital Output printer, and blank goods for orders. Ofischl will be paying cash in advanced until credit is reestablished with the vendors.

The Applicant is seeking a loan repayment period not to exceed 36 months and would repay the City in 36 equal monthly payments of $1,015, totaling $36,551. The Applicant has indicated he anticipates repaying the loan, in full, at the end of the first year. The proposed budget is summarized in the table that follows.

<table>
<thead>
<tr>
<th>Use</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Screen Print Equipment (printer, dryer, exposure unit, washout station, screens, inks, additional computer software)</td>
<td>$15,000</td>
</tr>
<tr>
<td>Used Embroidery Machine (hoops, thread)</td>
<td>$8,000</td>
</tr>
<tr>
<td>Sublimation/Digital Output printer</td>
<td>$2,000</td>
</tr>
<tr>
<td>Remodeling of unit</td>
<td>$5,000</td>
</tr>
<tr>
<td>Blank goods purchases (product) for orders until vendor credit established</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Total Build Out Budget</strong></td>
<td><strong>$35,000</strong></td>
</tr>
</tbody>
</table>

**Recommendation**
Although the Applicant has indicated that there would be public benefits associated with this loan including sales tax revenues, youth job employment, refilling of a vacant space
Ofischl Sports, Inc
Economic Development Proposal

It is the hope Ofischl Sports that the city of Evanston will approve a request for start-up financing to reopen our business in downtown Evanston. We also hope that the decision is based on the soundness of the proposal and not on the events of the past that forced Ofischl Sports to close. The sooner the past is behind us, the sooner we can all look to the future which looks very bright for downtown Evanston.

This proposal is about economic development, creating jobs, generating tax revenue, and fulfilling the need for more businesses in downtown Evanston – especially a Sporting Goods store. Ofischl Sports had been a tremendous asset to the Evanston community over the years by creating jobs exclusively for Evanston youth including those at risk. We donated money, time, and product to the various non-for-profit organizations throughout the community and were members of the Evanston Rotary Club and the Evanston Chamber of Commerce. What has never been noted before is that we refused to sell gang merchandise (Nike, Starter) that would have made us fabulously wealthy, but we felt we had a greater commitment to the community. That level of commitment to the community will always continue

Ofischl Sports is requesting a $35,000 low interest loan from the Economic Development funds to reopen in downtown Evanston. The loan will be used for the purchase of screen printing, embroidery, and other equipment used for garment decorating. The loan will also be used for the remodeling of the unit and for the initial operating costs of the business excluding payroll.

Current Estimates –

$15,000 - Screen Print Equipment [printer, dryer, exposure unit, washout station, screens, inks, additional computer software].

$8,000 – Used Embroidery Machine [hoops, thread]

$2,000 – Sublimation/Digital Output printer.

$5,000 – Remodeling of unit [no plumbing work will be needed and the only electric will be connecting the dryer to an electrical panel that is less then 10 ft away. Permits will be pulled for all work being done].

The remaining $5,000 will be used for the purchase of blank goods for orders as we will be paying cash in advanced until credit is reestablished with our vendors. The remaining funds will also be used to cover operating costs for the first couple of months in business.

The loan structure requested is a monthly payment over 5 years. We request the option of accelerated payments or total payoff of the loan early (without penalty) once we are able to secure a conventional loan from other sources that are currently unavailable to us. Ofischl Sports will not expand or take on any additional debt until the loan to the city of Evanston is paid off.
The plan for Ofischl Sports is to start off with the most profitable and least costly aspect of the business – manufacturing. Once the manufacturing and online business is established and profitable, Ofischl Sports will then expand into retail adding the categories of Swimming, Soccer, Racket Sports, and other categories that were profitable in the past. The city of Evanston needs a sporting goods store and with the support of the city, Ofischl Sports can once again fill that void.

We have chosen the location at 1604 Chicago Ave that is a downstairs unit. The layout is perfect for the manufacturing operation that is very similar to what we had in the past. The rent and overhead expenses are very low and we will still have a 'storefront address' which is vital for our license with Northwestern University. There will be a showroom for customers to come to and place orders.

Any further detail about the business will be made available on request.
Ofischl Sports
Projected Income Statement

Though many things have changed since Ofischl Sports last printed a tee-shirt in downtown Evanston, many things have also remained the same. Local schools, teams, and organizations still order printed items and the demand for unique products as gifts or for resale still remain strong in these economic times.

Ofischl Sports had consistent revenues each year from most of the same organizations, but for planning purposes, we will project those sales to be significantly less as we start up again. Ofischl Sports never had a Web Site for ordering product and the advancement of Social Media has expanded our customer base ten-fold. Our sales in the past came primarily from customers walking in off the street, phone orders for repeat customers, and an occasional e-mail. We anticipate most everything now being ordered over the internet, but we will always welcome and accommodate the walk-in business.

What has also changed is the advancement in technology and the cost of producing a product. Though commodity prices and ink prices have risen, the ability to produce individual items or small orders is now cost effective. Computer technology has replaced the need for a high level graphic artist and many of the materials used in printing have dropped considerably. Our ‘gimmick’ will be that we can produce an individual item in 24 hours (profitably) and deliver it for free anywhere in Evanston or on the NU campus. Thanks to the bike lanes and paths Evanston has built, this will be done before or after business hours by bicycle. Bigger orders will be delivered by car.

The following projections are based on half the manufacturing sales we averaged in the past and what we are 100% confident in producing. Whatever revenues we generate from the internet and Facebook will be considered a plus, but we will not count on those revenues because we have no history to substantiate projections. Also not included will be online retail sales or web pages we create for customers (such as Camp Echo) that we anticipate to be very successful. Again, we want to avoid posting projections for new revenues for the business.

The most important factor to this proposal is to pay the city of Evanston back as quickly as possible. Based on these projections, Ofischl Sports should be able to pay back the loan to the city within the first year, but we request 3 years just to be safe.

If everything goes as planned, we predict Ofischl Sports will generate sales above $750,000 in a few short years and will collect sales tax for orders done online or from Northwestern (Evanston’s portion).
### Revenues -

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Sales Tax</td>
<td>55,000</td>
</tr>
<tr>
<td>Team Sales Tax Exempt</td>
<td>87,385</td>
</tr>
<tr>
<td>Team Sales Shipped out of State</td>
<td>4,245</td>
</tr>
<tr>
<td>Team for Resale</td>
<td>12,521</td>
</tr>
</tbody>
</table>

**Total Revenues**: 159,151

**COGS**: 89,575

**Gross Profit**: 69,576

### Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent</td>
<td>6,600</td>
</tr>
<tr>
<td>Utilities</td>
<td>2,400</td>
</tr>
<tr>
<td>Loan Payment</td>
<td>12,000</td>
</tr>
<tr>
<td>Interest on loan</td>
<td>480</td>
</tr>
<tr>
<td>Chamber Membership</td>
<td>250</td>
</tr>
<tr>
<td>Marketing</td>
<td>4,000</td>
</tr>
<tr>
<td>Payroll</td>
<td>12,000</td>
</tr>
</tbody>
</table>

**Total Expenses**: 37,730

**Net Profit**: 31,846
# 2002 OFISCHL Sports Income Statement

For the Twelve Months Ending December 31, 2002

<table>
<thead>
<tr>
<th>Current Month</th>
<th>Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
</tr>
<tr>
<td>Sales - All Taxed Items</td>
<td>369,181.08</td>
</tr>
<tr>
<td>Sales - tax Exempt</td>
<td>2,401.95</td>
</tr>
<tr>
<td>Sales - Shipped out of State</td>
<td>1,262.92</td>
</tr>
<tr>
<td>Shipping Income</td>
<td>770.01</td>
</tr>
<tr>
<td>Stringing Revenues</td>
<td>3,088.39</td>
</tr>
<tr>
<td>Repair Revenues</td>
<td>152.09</td>
</tr>
<tr>
<td>Screen Revenues</td>
<td>92.25</td>
</tr>
<tr>
<td>Team Sales taxed</td>
<td>109,855.83</td>
</tr>
<tr>
<td>Team Sales Tax Exempt</td>
<td>174,770.55</td>
</tr>
<tr>
<td>Team Sales Shipped out State</td>
<td>8,491.03</td>
</tr>
<tr>
<td>Team for Resale</td>
<td>25,043.67</td>
</tr>
<tr>
<td>Discounts Given</td>
<td>&lt;662.71&gt;</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>694,447.06</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost of Sales</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>COGS Team Sales</td>
<td>131,326.64</td>
</tr>
<tr>
<td>COGS Resale</td>
<td>&lt;325.00&gt;</td>
</tr>
<tr>
<td>COGS Retail Sales</td>
<td>171,200.80</td>
</tr>
<tr>
<td>Adjustments /Writeoffs</td>
<td>14,212.62</td>
</tr>
<tr>
<td><strong>Total Cost of Sales</strong></td>
<td>316,415.06</td>
</tr>
</tbody>
</table>

| Gross Profit | 378,032.00 | 54.44 | 378,032.00 | 54.44 |

<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Realstate taxes</td>
<td>11,186.16</td>
</tr>
<tr>
<td>Manufacturing Expenses</td>
<td>11,085.18</td>
</tr>
<tr>
<td>Manufacturing Upgrades</td>
<td>10,616.92</td>
</tr>
<tr>
<td>Accy and Legal Expense</td>
<td>3,357.83</td>
</tr>
<tr>
<td>Fees</td>
<td>3,477.55</td>
</tr>
<tr>
<td>Advertising</td>
<td>16,306.24</td>
</tr>
<tr>
<td>Web Site Development</td>
<td>5,334.75</td>
</tr>
<tr>
<td>Merchandising</td>
<td>2,593.58</td>
</tr>
<tr>
<td>Recruitment &amp; Training</td>
<td>60.00</td>
</tr>
<tr>
<td>Maintenance &amp; Repairs</td>
<td>2,536.26</td>
</tr>
<tr>
<td>Donations &amp; Sponsorships</td>
<td>4,537.10</td>
</tr>
<tr>
<td>Moving Expenses</td>
<td>7,150.00</td>
</tr>
<tr>
<td>Dep &amp; Monogram</td>
<td>228.52</td>
</tr>
<tr>
<td>Depreciation Expense</td>
<td>6,038.20</td>
</tr>
<tr>
<td>Insurance - Building</td>
<td>4,614.44</td>
</tr>
<tr>
<td>Insurance Employees</td>
<td>2,105.76</td>
</tr>
<tr>
<td>Insurance - Life TEF</td>
<td>300.00</td>
</tr>
<tr>
<td>Interest Bank Loan</td>
<td>2,222.60</td>
</tr>
<tr>
<td>Interest on Other LOC</td>
<td>3,724.51</td>
</tr>
<tr>
<td>Interest on Fowler Loan</td>
<td>1,312.50</td>
</tr>
<tr>
<td>Finance Charges paid by OFS</td>
<td>216.32</td>
</tr>
<tr>
<td>Credit Card Fees</td>
<td>9,940.63</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>5,852.21</td>
</tr>
<tr>
<td>Shipping &amp; Postage Expenses</td>
<td>3,228.92</td>
</tr>
<tr>
<td>Purchase Discounts Taken</td>
<td>&lt;1,071.63&gt;</td>
</tr>
<tr>
<td>Rent</td>
<td>43,800.00</td>
</tr>
<tr>
<td>Vehicle Lease TEF</td>
<td>6,228.00</td>
</tr>
<tr>
<td>Vehicle Lease DAF</td>
<td>6,802.12</td>
</tr>
</tbody>
</table>

For Management Purposes Only.
Thomas E. Fischl
1415 Leonard Pl
Evanston, IL 60201
c: 847-873-6282 e: tom@ofishonline.com

03/1991 – Present  Ofischl Sports, Inc.
Evanston Illinois, Owner

Responsible for all aspects relating to owning an independent Retail and Manufacturing operation.

Responsibilities -

Complete build-out of two units
Hiring, training, managing up to 20 employees
Accounting, Bookkeeping, Financial Planning
Inventory purchasing and control
Graphic Art Design
Web Site Development
Operating all facets of manufacturing in Screen Printing and Embroidery
Customer Service
Computer Networking and software development
Community outreach and sponsorship

12/89 – 12/90  Turner, Inc. -
Buffalo Grove, IL

Manufacturer Sales Representative for Sports Clothing and Novelty Items

Responsible for Northern Illinois and Wisconsin territory.
Doubled sales in 1 year
Wrote largest single order for the NFL in company history.

10/86 – 12/89  T.L. Fritts Sporting Goods
Winnetka, IL, Retail Manager

Responsible for up to 15 employees.
Managed and maintained inventory and displays.
Managed bicycle sales and repair operation.
Coordinated and installed basketball poles, custom swing sets, and other projects.
Established Scuba diving operation.
I. Entered Basic Training Great Lakes October 18, 1982
   a. Recruit Petty Officer 1st Class – Second Platoon Leader
   b. Assistant Educational Petty Officer

II. Apprenticeship Training Great Lakes January 1983
    a. Educational Petty Officer
    b. Graduated 2nd in class (out of 52)

III. Reported to USS Carl Vinson CVN-70 February 1983
    a. Material Division February to April 1983
    b. Material Division Administrative Assistant: April 1983 to July 1983
    c. Supply Quality Assurance: July 1983 to June 1985
    d. Stock Control Financial Analyst: June 1985 to October 1986
    e. On-scene Leader for fire response unit while in-port
    f. Duty Section Leader

IV. United States Naval Reserve – Glenview Naval Air Station to 1994
    a. Sailor of the Quarter January to March 1993
    b. Top Reserve Unit 1994

Awards –

Letter of Commendation for work done as a financial analyst
Recognized for uncovering Fraud, Waste, and Abuse within the Naval Supply System
Recommended for Command Advancement
Received several Letters of Appreciation
Advanced 5 pay-grades in 4 years
Meritorious Service Ribbon

Evanston Township High School

All-American swimmer setting several records
All-State Water Polo

Memberships

Evanston Chamber of Commerce
Evanston Rotary Club
Evanston Small Business Association (founding member)
National Sporting Goods Association
Specialty Graphic Imaging Association
American Legion
Another benefit to the city is my support and involvement with the Evanston Police Department. While I had my retail business in downtown Evanston, I worked closely with the EPD by creating phone trees where businesses called each other when there were elements to be concerned about. I was instrumental in raising funds to purchase a McGruff the Crime dog outfit for the EPD and I have gone after criminals until the EPD caught up to us which happened on certain occasions. Evanston Police officers knew they could come in to my store, be treated to a cup of coffee, and knew they had my support and involvement.
REAL ESTATE LEASE: University Building

DATE OF LEASE: 2/1/12
LEASE TERM: 1 year TERM BEGINNING: March 1, 2012 ENDING: April 30, 2013
BASE RENT: $550.00 monthly plus water and electricity as described in addendum (to be attached)
SECURITY DEPOSIT: $1200. (two months rent)
LESSEE(s): Tom Fischl
ADDRESS OF PREMISES: University Building, 1604 Chicago Ave, Offices 13-14. Evanston IL 60201
PURPOSE: Screen Printing and Embroidery

The parties agree as follows:

Lessor, in consideration of the mutual covenants and agreements herein stated, hereby leases to Lessee and Lessee hereby leases from Lessor for a private professional office designated above (the “Premises”) together with the appurtenances thereto, for above term.

1. LEASE PAYMENTS. Lessee shall pay Lessor as rent for the premises the sum stated above designated “Base rent”, in advance, until termination of this lease. Lease payments shall be made to “University Building” and mailed to Edens Bank, PO Box 811, Wilmette, IL, 60091 (which address may be changed from time to time by Lessor). The first lease payment is due March 1, 2012, and subsequent payment on or before the 1st day of each succeeding month. Checks must be received by the first of the month. Lessor reserves the right to require a money order to fulfill rent payment due.

Lessee shall pay a fee of $25 for each and every occurrence of a check returned NSF (Non-Sufficient Funds). In addition to NSF fees, rent payments received and deposited by the bank after the 10th of the month shall be assessed a $25 late fee. Rent payments received more than 30 days late, the late fee shall be $50, and shall accumulate on a monthly basis at $50 increments. The late fees shall be included by the Lessee in the following month’s rent. At Lessor’s option, late fees unpaid shall be subtracted from Lessee’s security deposit. Lessee agrees to make the security deposit whole again, up to the amount of one month’s rent, upon written notice with detail of the subtraction by the Lessor.

2. SECURITY DEPOSIT. Lessee has deposited with Lessor the Security Deposit stated above for the performance of all covenants and agreements of Lessee hereunder. Lessor may apply all of the Deposit or any portion thereof in payment of any amounts due Lessor from Lessee, and upon Lessor’s demand, Lessee shall in such case during the term of the lease deposit with Lessor such additional amounts as may then be required to bring the Security Deposit up to the full amount stated above. Upon termination of the lease and full performance of all matters and payment of all amounts due by Lessee, so much of the Security Deposit as remains unapplied shall be returned to Lessee. This deposit bears interest as required by law. Where all or a portion of the Security Deposit is applied by Lessor as compensation for property damage, Lessor shall provide to Lessee an itemized statement of such damage and of the estimated or actual cost of repairing same. If Lessor utilizes his or her labor to repair any damage caused by the Lessee, the Lessor may include the reasonable cost of his or her labor to repair such damage. If the building in which Premises are located (the “building”) is sold or otherwise transferred, Lessor may transfer or assign the Security Deposit to the purchaser or transferee of the Building, who shall thereupon be liable to Lessee for all of Lessor’s obligations hereunder, and Lessee shall look thereafter solely to such purchaser or transferee for return of the Security Deposit and for other matters (including interest or accounting) relating thereto. Security deposits may not, under any circumstances, be used as last month’s rent.

3. CONDITION OF PREMISES. Lessee has examined and knows the condition of Premises and has received the same in good order and repair except as herein specifically specified, and no representations as to the condition or repair thereof have been made by Lessor or his agent prior to, or at the execution of this lease, that are not herein expressly or endorsed hereon; and upon the termination of this lease in any way, Lessee will immediately yield up Premises to Lessor in as good condition as when the same were entered upon by Lessee, ordinary wear and tear only excepted, and shall then return all keys to Lessor. Lessee shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Lessee shall remove its goods and effects and peaceably yield up the Premises to Lessor.

4. LIMITATION OF LIABILITY. Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, stem or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, wash-stand, water-closet, or waste-pipe, in above, upon or about the Building or Premises, nor for damage occasioned by water, snow, or ice being upon or coming through the roof, skylight, trap-door or otherwise, nor for damages to Lessee or others claiming through Lessee for any loss or damage of or to property wherever located in or about the Building or Premises, nor for any damage arising from acts or neglect of co-tenants or other occupants of the Building, or of any owners or occupants of adjacent or contiguous property. The Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time.

5. USE, SUBLET, ASSIGNMENT. Lessee will not allow premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein before specified, nor to be occupied in whole or in part by any other persons, and will not sublet the same, nor assign or transfer, without in each case the written consent of the Lessor first had, whose consent shall not be unreasonably withheld. Lessee will not permit any transfer, by operation of law, of the interest in the Premises acquired through this lease, and will not permit Premises to be used for any unlawful purpose or purpose that will injure the reputation of the same or of the Building or disturb the tenants of the Building or the neighborhood.

6A. USE AND REPAIR. Lessee will take good care of the premises demised and the fixtures therein, and will commit and suffer no waste therein; no changes or alterations of the Premises shall be made, nor partitions erected, no walls papered, nor locks on doors installed or changed, without the consent in writing of Lessor; Lessee will make all repairs required to the walls, ceilings, paint, plastering, plumbing work, pipes, windows and fixtures belonging to Premises, whenever damage or injury to the same shall have resulted from misuse or neglect; and shall make good all injuries sustained by other tenants. The premises shall be used as defined in PURPOSE, page 1, of this Lease agreement, and no other. There shall be no lounging, sitting upon, or unnecessary tarrying in or upon the front steps, the sidewalk, railing, stairways, halls, landing, or other public places of the Building by Lessee or other persons connected with the occupancy of premises; Lessee and those occupying under Lessee, shall not interfere with the heating apparatus, or with the lights, electricity, gas, water or other utilities of
the Building which are not within the office hereby demised, nor with the control of any of the public portions of the Building; use of any master television antenna hookup, cable, or satellite dish shall be strictly in accordance with regulations of Lessor and Lessor’s agent. No packages, merchandise or other effects shall be allowed to remain in the halls at any time. Lessee and those occupying under Lease shall comply with and conform to all reasonable rules and regulations that Lessor or Lessor’s agent may make for the protection of the Building or the general welfare and the comfort of the occupants thereof, and shall also comply with and conform to all applicable laws and governmental rules and regulations affecting the Premises and the use and occupancy thereof.

6B. RESTRICTIONS ON USE. Lessee will not permit anything to be thrown out of the windows, or down the courts or lights shafts in the Building; nothing shall be hung from the outside of the windows or placed on the outside window sills of any window in the Building; the halls and stairways shall not be used for the storage of any articles. Smoking is not permitted in the building. The lighting of candles, incense, and/or the burning of any combustible materials is not be permitted anywhere on the premises. No pets are allowed on the premises.

6C. WASTE or MISUSE. Lessee will not permit Premises to be used for any unlawful purpose or purpose that will injure the reputation of the same or of the Building or disturb the tenants of the Building or the neighborhood with or without his knowledge, or consent to be carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein before specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the premises for any purpose whatsoever that will injure the reputation of the premises or of the building of which they are a part. If windows or door glass is broken, Lessee shall restore them with glass of like kind and quality in the doors and windows thereof, entire and unbroken, as is now therein. Lessee will not allow any waste of the water or misuse or neglect the water or light fixtures on the Premises. Lessee will pay all damages to the Premises as well as all other damage to other tenants of the building, caused by such waste or misuse.

7. SIGNAGE. Lessee shall not attach, affix, or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent or temporary character or any sign or awning attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the interior or exterior of the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained.

8. ACCESS BY LANDLORD TO PREMISES. Lessee grants Lessor free access to the Premises at all reasonable hours for the purpose of examining the same or to make any needful repairs which Lessor may deem fit to make for the benefit of or related to any part of the Building. Lessee also hereby grants permission to Lessor to show, and to new rental applicants to inspect, the premises at reasonable hours of the day, within 90 days of the expiration of the term of this lease. Lessee will allow Lessor to have placed upon the Premises, at all times, notice of “For Sale” and “To Rent” and will not interfere with the same. However, Lessor does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Lessor may enter the Premises without Lessee's consent.

9. RIGHT TO RELET. If Lessee shall abandon or vacate the Premises, the same may be re-let by Lessor for such rent and upon such terms as Lessor may see fit, subject to Illinois statute, and if a sufficient sum shall not thus be realized, after paying the expenses of such re-letting and collecting, to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency.

10. HOLDING OVER. At the termination of this lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of $150.00 dollars per day, and it shall be lawful for the Lessor or his legal representative at any time thereafter, without notice, to re-enter the Premises or any part thereof, either with or (to the extent permitted by Law) without process of law, and to expel, remove and put out the Lessee or any person or person occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Premises again as before this lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied five days consecutively, the Lessee hereby authorizes and requests the Lessor as Lessee’s agent to re-enter the Premises and remove all articles found therein at the Lessee’s cost and expense. By signing this Lease, Lessee agrees that upon surrender of the premises or abandonment, Lessor shall not be liable or responsible for storage or disposition of the Lessee’s personal property. Lessor may proceed to re-rent the Premises at the Lessor’s option and discretion. This request shall not in any way be construed as requiring any compliance therewith on the part of the Lessor, except as required by Illinois statute. If the Lessee shall fail to pay the rent at the times, place, and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the term ended, and the Lessee hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer or Landlord and tenant, and agrees that the Lessor, his agents or assigns may bring suit for possession or rent without notice or demand. Lessor may, at Lessor’s option, within thirty days after the termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, upon the terms of this lease except at double the monthly renewal specified under Section 1, or (b) creation of a tenancy at sufferance, at a rental of $150 dollars per day for the time Lessee remains in possession. If no such written notice is served, then a tenancy at sufferance as stated at (b) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee.

11. STORAGE LOCKER. Lessee shall be entitled to store items in The Locker provided in the building basement during the term of this Lease. Lessee shall not be liable for loss of, or damage to, such stored items placed in any Locker or storage place in the Building, such storage being furnished gratuitously and not as part of the obligations of this lease. Lessee agrees to keep all belongings inside the storage locker assigned to Lessee. Lessor has the right to discard any items left in common areas of the basement for any reason and without notice.

12. KEYS. The Lessor and agents of the Lessor shall at all times keep a pass key and be allowed admittance to the Premises, to cover any emergency of fire, or required examination that may arise. If all keys to the Premises are not returned from the Lessee to the Lessor following Lessee vacating the Premises, Lessee shall be charged $100.00, and additionally for locksmith services deemed necessary by the Lessor to secure the premises.

13. LOCKS and LOCKOUT. If Lessee becomes locked out of the Premises, Lessee will be charged $75.00 to regain entry. No additional locks, bolts, or chains shall be placed upon the doors or windows of the Premises without written permission of Lessor, and appropriate keys
in downtown, and re-establishing and expanding an Evanston based business, the Applicant has not sufficiently demonstrated a public benefit or return on investment that justifies the risk associated with the loan.

As presented, the Applicant is seeking a front loaded loan payment. In practice, Staff has recommended a more prudent approach to redevelopment agreements which are usually structured to reimburse the Applicant after the expense has been incurred. This proposal requires the City fund the loan up front and provides little in the way of security if the applicant were to default (beyond the equipment purchased).

Further, although Economic Development Staff has supported loan structures in the past, those agreements were made to offset the costs of façade and interior build out that were demonstrated to be extraordinary, and without the public partnership, would not have been completed.

Finally, ED Staff has also been conscious of recommending assistance in partnership with other private sources of funds as a means to bridge a financial gap (e.g. private investment, SBA loans or other conventional funding, etc.). In this case, the applicant has indicated that there will be no other sources of funding.

For these reasons, Staff does not support using City funds for this project.

Attachments:
1. Ofischl Sports Business Plan
2. Fischl Resume
3. Lease Letter of Intent
4. Floor Plans
for any such locks, bolts, or chains provided to Lessor. Lessee will not permit any duplicate keys to be made (all necessary keys to be furnished by the Lessor) and upon termination of this lease, Lessee will surrender all keys of Premises.

14. UTILITIES AND SERVICES. Lessor will also supply heat, by means of the heating systems and fixtures provided by Lessor, in reasonable amounts and at reasonable hours, when necessary, from October 1 to April 30, or otherwise as required by applicable municipal ordinance. Lessor shall not be liable or responsible to Lessee for failure to heat when such failure shall result from causes beyond Lessor’s control, nor during periods when the heating systems in the Building or any portion thereof are under repair. Lessee is responsible for 100% of the electricity charges, voice lines, data lines, cable lines, satellite dish or lines, and any other services to be paid directly to the utility company furnishing the service for the Lessee’s office premises. If Lessee desires additional wiring for any voice, data, cable, satellite or electrical service, Lessor will direct the placement of the wires, and without such written directions endorsed on this lease, no boring or cutting for wires will be permitted. Lessee acknowledges that Lessor has fully explained to Lessee the utility charges and services Lessee is required to pay.

15. AIR CONDITIONERS. Repairs to the air conditioners or replacements shall be at Lessee’s expense unless otherwise agreed in writing. The placement and installation of additional air conditioners by Lessee must be approved by Lessor.

16. DEDUCTION/SET OFF. Lessee’s covenant to pay rent is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

17. RENT AFTER NOTICE OR SUIT. It is further agreed, by the parties hereto, that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

18. PAYMENT OF COSTS. Except as provided by Illinois Law, Lessor will pay and discharge all reasonable costs, attorney’s fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

19. RIGHTS CUMULATIVE. The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

20. FIRE AND CASUALTY. In case the Premises shall be rendered untenanted during the term of this Lease by fire or other casualty, Lessor at his option may terminate the lease or repair the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time, the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or other casualty.

21. SUBORDINATION. This lease is subordinate to all mortgages which may now or hereafter affect the real property of which the Premises form a part.

22A. TERMINATION. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 180 days’ written notice to Tenant that the Premises shall be torn down, substantially remodeled, or has been sold, without liability to Lessee at anytime. This lease shall be terminated as of the date specified in the notice, but not less than 180 days. If there are any complaints of odor/fumes emanating from the Premises from other tenants, employees or clients in the building, Lessee shall be given a ten (10) day notice to cure the defect. If Lessee fails to cure, this Lease shall be terminated upon an addition ten (10) days written notice to Lessee.

22B. REMODELING. Lessor and Lessee agree that Lessor has the right to remodel and/or renovate the University Building premises at any time during the term of the lease and any extension(s) thereto. Remodeling and/or renovation may include, without limitation, the building’s exterior and adjacent areas, interior common areas, and individual offices, which may or may not include Lessee’s premises. Lessor shall use due diligence to avoid disruption to Lessee and shall provide reasonable notice for any work which might affect Lessee’s use or enjoyment of Lessee’s premises or the common areas of the building. Lessee agrees not to bring any cause of action against Lessor or Lessor’s agents based upon the remodeling and/or renovation process, including but not limited to claims for disruption or loss of use or enjoyment of the premises. Lessor and Lessor’s agents shall have no liability to Lessee, and Lessee hereby waives any claims against Lessor and its agents, for any claim or claims based upon the remodeling and/or renovation process.

22C. ADDITIONS AND ALTERATIONS. Lessee shall not, without the prior written consent of Lessor, make any alterations, improvements or additions to the Premises, which consent shall not be unreasonably withheld or delayed. Work must be done in a manner to eliminate disturbance to other Lessees during regular weekday working hours. The Lessor must approve substantial changes in writing. If Lessor consents to alterations, improvements or additions, it may impose reasonable conditions with respect thereto, including, without limitation, requiring Lessee to furnish Lessor with security for the payment of all costs to be incurred in connection with such work, insurance against liabilities which may arise out of such work, and plans and specifications plus permits necessary for such work. The work necessary to secure permits or make any alterations, improvements or additions to the Premises shall be done at Lessee expense. Lessee shall promptly pay Lessee contractors when due the cost of all such work and of all decorating required by reason thereof. Upon completion of such work, Lessee shall deliver to Lessor evidence of payment, contractors’ affidavits and full and final waivers of all liens for labor, services or materials. Lessee shall defend and hold Lessor harmless from all costs damages, liens and expenses related to such work. All work done by Lessee or its contractors shall be done in a first-class workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all applicable laws and ordinances and rules and regulations of governmental departments or agencies. All permanent, attached and installed fixtures and window treatments, alterations, or additions to the Premises, shall without compensation to Lessee become Lessor property at the termination of this Lease by lapse of time or otherwise and shall be relinquished to Lessor in good condition, ordinary wear excepted, provided Lessee may require Lessee to remove any or all of the same at the termination of this Lease and restore the premises to its original condition all at Lessee’s sole expense.

23. DEFAULTS. Lessee shall be in default of this Lease if Lessee fails to fulfill any lease obligation or term by which Lessee is bound. Subject to any governing provisions of law to the contrary, if Lessee fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Lessor to Lessee, Lessor may elect to cure such default and the cost of such action shall be added to Lessee's financial obligations under this Lease. All sums of money or charges required to be paid by Lessee under this Lease shall be additional rent, whether or not such sums or charges are designated as “additional rent”. Lessor may at any time thereafter at his election declare said term ended and reenter the Premises or any part thereof, with or (to the extent permitted by law)
without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or any hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

24. CARPET. If office(s) is carpeted in whole or part, Lessee agrees to have carpet professionally cleaned when vacating.

25. WINDOWS. Window breakage by weather is the responsibility of the Lessor. Breakage due to misuse, unnecessary force or negligence is the responsibility of the Lessee.

26. DECORATING. Wallpaper is prohibited. Screws are not to be used on the walls. Painting must be approved by Lessor. Repairs or replacement of window treatments, blinds, or shades are Lessee’s responsibility unless otherwise agreed in writing.

27. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

28. INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Lessee agrees to indemnify, hold harmless, and defend Lessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Lessor may suffer or incur in connection with Lessee’s possession, use or misuse of the Premises, except Landlord’s act or negligence.

29A. COMPLIANCE WITH REGULATIONS. Lessee shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Lessee is not by this provision to be required to make alterations to the exterior of the building or structural alterations.

29B. SMOKE ALARMS, CARBON MONOXIDE DETECTORS, FIRE EXTINGUISHERS. Lessee shall be responsible for:

a) Maintaining and testing, in accordance with the manufacturer’s instructions, smoke alarms and carbon monoxide detectors that are within the Premises during the term of the tenancy, b) Replacing the battery for a secondary power supply in all smoke alarms/carbon monoxide detectors each time the lease is renewed or once each year, whichever time period is shorter, or as recommended by the manufacturer, c) Replacing the batteries in any smoke alarm/carbon monoxide detector whenever the battery is insufficient or unable to power it, and d) Notifying the owner in writing if a smoke alarm or carbon monoxide detector becomes inoperable. The owner shall have five days from receipt of such written notice to repair or replace the inoperable alarm(s) or detector(s). Any smoke alarms or carbon monoxide detectors which are powered with standard batteries which are found to be inoperable shall either be repaired or replaced by the Lessor At Lessee’s cost, Lessee shall keep at least one working fire extinguisher on the Premises within 15 feet of electrical machinery at all times. No person, including tenants or occupants, shall tamper with, remove, alter, damage or otherwise render any smoke alarm, carbon monoxide detector, or fire extinguisher inoperable. Lessee acknowledges by signing this Lease that the smoke detector(s), carbon monoxide detectors, and fire extinguisher(s) in the premises are in good operating condition and are in compliance with all City codes. Any person who violates this provision shall be subject to a fine of $150 for the first violation and fines shall double with each subsequent violation.

30. PLURALS; SUCCESSORS. The words “Lessor” and “Lessee” wherever herein occurring and used shall be construed to mean “Lessor’s” and “Lessees” in case more than one person constitutes either party to this lease; and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and be exercised by his or their attorney or agent.

31. SEVERABILITY. Wherever possible, each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

32. COMPLIANCE WITH LAWS, STATUTES AND ORDINANCES. The parties to this lease acknowledge that the terms of this lease may be inconsistent with the laws statutes or ordinances of the jurisdiction in which the Premises are located, and where inconsistent, those terms may be superseded by the provisions of such laws, statutes, or ordinances. To the extent the provisions of such laws, statutes or ordinances supersede the terms of this lease, such provisions are hereby incorporated into the terms of this lease by this reference, and the parties to this lease agree to refer to such provisions and to be bound thereby.

33. WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

34A. INSURANCE OBTAINED BY LESSEE. Lessee shall procure and maintain at its sole cost and expense insurance covering all contents, and Lessee trade fixtures, machinery, equipment, furniture and furnishings in the premise in an amount equal to 100% replacement cost under an “all risk” multi-peril insurance package which shall include, without limitation, coverage for vandalism and malicious mischief, and sprinkler leakage, and commercial general liability insurance in an amount of not less than $2,000,000 covering bodily injury to or death of any person(s). Said package policy shall also cover property damage liability claims made by, or on behalf of, any person(s), firm, or corporation, related to or connected with the building, as well as fire legal liability insurance coverage. Lessee’s insurance coverage shall name Lessor, including its agents and beneficiaries as listed below, as an additional insured with respect to the Premises for the entire term of the lease. Lessee shall provide Lessor with hard copy of policy at the beginning of the term of this lease, and shall provide Lessor with copies of policy renewals during the term of the lease.

34B. ADDITIONAL INSURED. Each insurance policy required of Lessee under this lease shall name Lessor, including its agents and beneficiaries, as additional insureds, specifically: Wayne Hummer Trust Co. NA, as Trustee under Trust LFT 1800, dated May 1, 2003. Proof of insurance shall be provided to Lessor prior to the commencement of the lease term and additionally at the time of each policy renewal. Should Lessee fail to provide such proof within 30 days of its due date, this paragraph constitutes Lessee’s written direction to its insurance carrier to provide Lessor with proof of coverage.

34C. PROPERTY INSURANCE. Lessor and Lessee shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

35. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing personally or by registered or certified mail, postage prepaid, return receipt requested, addressed to the Lessee at the Premises, or to the Lessor at 1225 Sheridan Road, Wilmette, IL 60091 or as changed by notice served in accordance with this section. Such addresses may be changed from time to time by either party by
providing written notice as set forth in this paragraph. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

36. MISCELLANEOUS. Provisions typed on this lease and all riders and amendments attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease. Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

37. RECORDING PROHIBITED. Lessee shall not file, record or register this Lease or any other instrument in connection herewith, with or in the Office of Cook County Illinois Recorder of Deeds or any governmental office that provides for the recording or registering of deeds and related instruments in connection with title of real and personal property.

38. ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is endorsed hereon by the Lessor and the parties obligated under the terms of this lease; and in such case it shall operate only for the time and purpose in such lease expressly stated.

Personal Guaranty

The undersigned, individually, for the Security Deposit and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, unconditionally and irrevocably guarantees to the above named Landlord, its successors or assigns, the full and complete performance by the Lessee, **Tom Fischl**, of all obligations of Tenant under the above Lease, including in the prompt payment or rent, of any liability or indebtedness now incurred, or which may hereafter be incurred by the Lessee, at any time, including in any renewal or extension of the Term. The undersigned further waives demand, presentment, protest, notice of protest, notice of default with respect to the Lease, and any and all formalities which may be required to charge the undersigned or the Lessee with liability. This guarantee may be enforced against the undersigned jointly and severally with Lessee without the exercise of diligence or action by the Landlord to enforce its rights against the Lessee under this Lease.

THE UNDERSIGNED WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS GUARANTY

Individually  
Dated: ____________________

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

LESSEE(S):

Dated: ____________________

LESSOR:

Dated: ____________________

Wayne Hummer Trust Company, N.A., as Trustee under Trust LFT 1800 dated May 1, 2003, Agent for the Beneficiaries.
Shippin & Receiving

Drier

Washroom

Dock Room
## MONTHLY RETT REPORT FOR JANUARY 2012

### TO:
Mayor and Aldermen

### FROM:
Rodney Greene, City Clerk

### SUBJECT:
RETT Report--January 2012

### FY 2010-11  |  FY 2012
---|---
Month | Amount | Transactions | Month | Amount | Transactions | Cumulative |
---|---|---|---|---|---|---|
March | 76,152 | 52 | January | 113,540 | 57 | 113,540 |
April | 121,018 | 70 | February | | | |
May | 221,970 | 82 | March | | | |
June | 160,925 | 86 | April | | | |
July | 538,824 | 116 | May | | | |
Aug | 209,942 | 96 | June | | | |
Sept | 136,759 | 71 | July | | | |
Oct | 273,326 | 55 | August | | | |
Nov | 100,720 | 52 | September | | | |
Dec | 130,480 | 57 | October | | | |
November | | | | | | |
December | | | | | | |

January 2012 revenues were reduced to reflect this expenditure: $0

Monthly average needed to meet budget $144,000

FY 2012 Monthly Average $113,540

51 exemptions @ $100 ea = $5,100; CUMULATIVE $5,100

There were six (6) $ million sales in January 2012.

01/05/12 -- 1116 Michigan $1,050,000; Tax $5,250; Seller: Shenker; Buyer: Strauss / Geva  
01/11/12 -- 1840 Oak $5,040,000; Tax $25,200; Seller: Evanston Enterprise Center LLC; Buyer: 1840 Oak LLC  
01/12/12 -- 300 Church $2,250,000; Tax $11,250; Seller: Doyle; Buyer: Prizker  
01/30/12 -- 2004 Orrington $1,100,000; Tax $5,500.00; Seller: Forr Development Group LLC; Buyer: Leisinger  
01/31/12 -- 908-918 Reba $3,560,000; Tax $17,800; Seller: LGR Properties LLC; Buyer: 908 Reba LLC  
01/31/12 -- 828-834 Reba $2,600,000; Tax $13,000; Seller: LGR Properties LLC; Buyer: 828 Reba LLC

NSP2 sales = $108,900; CUMULATIVE $5,539,735
### Economic Development – FEBRUARY UPCOMING MEETINGS & EVENTS

<table>
<thead>
<tr>
<th>Event Type</th>
<th>Details</th>
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<tbody>
<tr>
<td>Howard Street Business Association</td>
<td>The next Howard Street Business Association will be on February 13, 2012.</td>
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<tr>
<td>Evanston West Village Business Assoc. (EWVBA)</td>
<td>The EWVBA is planning to meet on February 9th at 9am at LaPerla Café.</td>
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<tr>
<td>WestEnd Business Association</td>
<td>The next meeting is scheduled for February 28, 2012 at 8am.</td>
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<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 February 15, 2012 at 8:00am. This meeting will be hosted by the West End Business Association located at IRMCO, 2117 Greenleaf St, Evanston, IL 60202.</td>
</tr>
<tr>
<td>Economic Development Committee</td>
<td>The date of the next EDC meeting is March 21, 2012 at 7:30pm.</td>
</tr>
</tbody>
</table>

### Economic Development – JANUARY MEETINGS/ON-GOING ACTIVITIES

<table>
<thead>
<tr>
<th>Economic Development Committee</th>
<th>The EDC met on January 25, 2012. The agenda included</th>
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<tbody>
<tr>
<td></td>
<td>Staff Reports: A. An update on recent economic development activities; B. Announcements and updates from Economic Development Committee members; and C. An update on the Comprehensive Signage Program,</td>
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<td></td>
<td>Old Business: A. Consideration of FY 2012 Merchant Grant Application for West End Business Association - EDC approved an amended form of the request unanimously. B. Consideration of requests from participants in 2011 Façade Improvement Program for extension into 2012. – EDC voted in favor of this unanimously. C. Consideration of Modification to IRMCO’s Request for participation in the Façade Improvement Program. – EDC voted in favor of IRMCO’s modification unanimously. D. Discussion of proposed revisions to the Façade Improvement Program for Future Applications – EDC supported the proposed revisions.</td>
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<td>New Business: A. Request for Financial Assistance from the Technology Innovation Center. – EDC voted to approve the request for financial assistance for $25,000, for the first quarter of 2012, by a vote of 6-1, with the condition that if TIC plans to seek additional funds for 2012, that they revised their application to address the Committee’s concerns . B. Request for Financial Assistance from IRMCO for Process Improvement of Manufacturing and Research and Development – EDC voted in favor of the assistance unanimously. C. Update on Tax Increment Financing (TIF) Districts within the City of Evanston. – EDC discussed the update on the declaration of surplus from the Howard and Hartrey TIF and potential early closure, and expressed concerns related to both; EDC also reviewed and discussed the proposed Dempster-Dodge and Main Street and Chicago Avenue TIF Districts, as well the proposed amendment of the Washington-National TIF District and voted unanimously in favor of approving a contract amendment with Kane McKenna, to include the proposed Washington-National TIF District amendment in their scope of work.</td>
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<td>New Business Openings</td>
<td>Several new businesses have opened in Evanston recently including, but not limited to: CoLab (900 Chicago Avenue), Corrado Cutlery (716 Main Street), Fresh Foods, (1723 Simpson Street), I Dream of Sweets (new location at 824 Noyes Street), J.J. Java (911 Foster Street), Pret A Manger (1701 Sherman Avenue), Ruby G’s Soul Kitchen (1623 Simpson Street), Soulwich (1634 Orrington Avenue), and Todoroki Hibachi &amp; Sushi (526 Davis Street).</td>
</tr>
</tbody>
</table>
Staff continues to gather contact information for local Evanston-based businesses. 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.

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 7 potential "prospects" (i.e. higher profile businesses and/or targeted industries) who are considering locating with the City.

The City of Evanston and SCORE Representative are beginning to plan the next Small Business seminar, tentatively planned for late February/early March. In addition, Staff have been contacted by Director of University Services, at NU, in order to work on a joint diversity services forum, with a focus on local businesses. This will tentatively be held in early summer 2012.

Economic Development Division staff continues to work with several new business leads ranging from cafes and restaurants to retailers, small office users and entertainment uses. To date, staff is following up on over 35 leads of interested businesses.

At the January 25, 2012 Economic Development Committee meeting, Staff brought forward several recommended revisions to the façade improvement program for discussion. These included eliminating the pre-application meeting, developing a rolling application submission period, further specifying the project completion date, eliminating deed restrictions for projects receiving $5,000 or less in forgivable loans, clarifying the approved project amount, shortening the program guidelines text, creating an informational program pamphlet, expanding the list of eligible projects, and making enhancements to the City’s webpage. These revisions will streamline the application process and potentially increase the number of businesses that are interested in application to the program. The Economic Development Committee supported the proposed changes.

The City of Evanston received eight submissions to the Great Merchant Grant Program. These submissions were reviewed by the Economic Development Committee (EDC) at their 12/1/11 meeting. Of the eight submissions, six were recommended for approval to City Council at the January 9, 2012 meeting, one was reviewed at the January 25, 2012 EDC meeting, and the last one is expected to be reviewed at the February EDC meeting.

<table>
<thead>
<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>City Council approved a $200,000 construction loan funded from the West Evanston TIF to Evanston North Shore Contractors Cooperative to redevelop 1817 Church Street as a contractor cooperative. In addition, City council approved ordinances to negotiate and execute contract for sale of the city-owned property to the ENSCC. In order to sell the property, the City is required to buy out HUD’s investment which is $220,000 based on recent appraisal / current market value. The $220,000 can then be used for other CDBG projects in the area.</td>
<td>1,000 s.f. addition is proposed to second floor of existing structure</td>
<td>5,764</td>
<td>ENSCC will begin due diligence during the last week of January and is finalizing the incorporation of the LLC.</td>
</tr>
<tr>
<td>Location</td>
<td>Nature of Development</td>
<td>Project Status</td>
<td>Value</td>
<td>Notes</td>
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</tr>
<tr>
<td>1708-1710 Darrow</td>
<td>City-owned properties have been slated for demolition.</td>
<td>N/A - no defined plan yet for redevelopment</td>
<td>5,530</td>
<td>The buildings were demolished late 2011, the contractor recently completed their list of outstanding “punch list” items. Once we receive the final paperwork and invoice, Staff will close out this project.</td>
</tr>
<tr>
<td>Evanston Plaza</td>
<td>WHI Real Estate Partners LLC and Bonnie Investment Group have formed a partnership to revitalize the center. The deal closed December 20th.</td>
<td>N/A - no defined project yet</td>
<td>212,373</td>
<td>Staff is working closely with the new property owner to encourage quality tenants, and to discuss potential partnerships in improving the physical appearance of the property.</td>
</tr>
<tr>
<td>Asbury/Oakton</td>
<td>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.</td>
<td></td>
<td>14,000</td>
<td>Staff continues to have conversations with property owner about potential business prospects.</td>
</tr>
<tr>
<td>Chicago/Main</td>
<td>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 to allow Developer to return to request an additional $20,000, in the future, for related pre-development work. The Developers came before the Economic Development Committee on 10/26/11 to discuss progress to date, and to request the second $20,000 for marketing assistance.</td>
<td></td>
<td>90,000</td>
<td>Staff continues to work with the developer to identify potential tenants that could locate in this building.</td>
</tr>
<tr>
<td>1801-1805 Church</td>
<td>Staff and Ward Alderman have had conversations with the property owner about future use of the site</td>
<td>n/a</td>
<td>11,000</td>
<td>Staff has procured the services of an environmental consulting firm to conduct phase I site assessment. Staff has completed a review of property owner’s business entities and the connections between them related to judgments, tax liens, etc. Staff will work with the property owner to determine opportunities for potential redevelopment partnership.</td>
</tr>
<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 has made several visits to the site with building inspectors and a structural engineer. It has been determined that the roof, electrical and plumbing systems need to be replaced. While the structure is still being evaluated, it appears to be in relatively good shape. Staff will continue to solicit smaller businesses and retailers.</td>
<td>N/A - no defined plan yet for redevelopment</td>
<td>15,825</td>
<td>Staff has procured the services of an environmental consulting firm to conduct phase I site assessment and an appraiser. Staff has completed a review of property owner’s business entities and the connections between them related to judgments, tax liens, etc. Staff will work with the property owner to determine opportunities for potential redevelopment partnership.</td>
</tr>
<tr>
<td>Property</td>
<td>Description</td>
<td>Potential Uses</td>
<td>Department Activity</td>
<td>Remarks</td>
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<tr>
<td>1901 Dempster (former KFC)</td>
<td>Yum! Brands, the corporate owner of the KFC brand has enlisted a local broker to price and list the property, scheduled for Mid October. The property will have a 20 year deed restriction. Uses restricted include any restaurant that is deemed competitive to other Yum holdings including pizza, Mexican, chicken seafood, and hamburgers, although the latter two are negotiable as Yum is in the process of selling its A&amp;W and Long John Silver brands.</td>
<td>TBD</td>
<td>20,225</td>
<td>Staff is working with the local broker and identifying national brands restaurants suitable for the space. Based on conversation with Broker, mild interest from a number of restaurant users. Yum! is asking $750,000 for the property. No firm/serious offers at this time.</td>
</tr>
<tr>
<td>623-627 Howard</td>
<td>The City of Evanston purchased this property in mid-October. The City is currently assessing the current condition of the building and making necessary repairs to the property.</td>
<td>Na</td>
<td>10,000</td>
<td>Staff is working on attracting active businesses to this site. A high-quality food service/sit-down restaurant is the most desired use at this location.</td>
</tr>
<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>3,330</td>
<td>Staff is working with a prospective owner/operator of a wine bar.</td>
<td></td>
</tr>
<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>4,000</td>
<td>4,000</td>
<td>City Council authorized the City Manager to enter into a Letter of Understanding with City Lit theatre, to relocate theatre operations to Evanston. This letter will give the City and the theatre 90 days to create a plan for relocation of City Lit to Evanston.</td>
</tr>
<tr>
<td>2424 Oakton Street</td>
<td>Gordon Foods is moving forward on design for their grocery store. A groundbreaking for this development was held on November 21, 2011. Work has started at this site.</td>
<td>16,000</td>
<td>Staff will continue to assist GFS in completing this development process. GFS expects this store to be open in summer of 2012.</td>
<td></td>
</tr>
<tr>
<td>Bright Horizons</td>
<td>A for-profit day care/early education center, who is looking to open a 2nd facility in Evanston (they currently run one at Evanston Hospital). The proposed facility at 1629 Orrington is planned to accommodate approximately 300 children and would create 50+/- new jobs. Designed to include portion of 1st floor, all of 2nd floor. 1st floor store frontage along Orrington is being retained by property owner for future lease to possible retail uses.</td>
<td>21,900</td>
<td>Staff has been contact with the representative from Arthur Hill, providing assistance in their recruitment of new tenants to take over the space. Staff assisted in their efforts to expedite a demo permit, in order for them to try to secure a prospect for the second floor space.</td>
<td></td>
</tr>
<tr>
<td>Former &quot;Borders&quot; site- Maple</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>21,900</td>
<td></td>
<td></td>
</tr>
</tbody>
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