ECONOMIC DEVELOPMENT COMMITTEE
WEDNESDAY, MARCH 28, 2012 - 7:30pm
Lorraine H. Morton Civic Center – 2100 Ridge Avenue, Room 2200

AGENDA

1. CALL TO ORDER / DECLARATION OF QUORUM

2. APPROVAL OF MEETING MINUTES OF FEBRUARY 22, 2012

3. STAFF REPORT
   A. Update on Recent Economic Development Activities
   B. Announcements / Updates from EDC Members
   C. Consideration of Special Meeting on Budget and Priorities for Balance of FY12

4. OLD BUSINESS
   A. Downtown Evanston Update
   B. Consideration of Request from Tom Fischl (Ofischl Sports)

5. NEW BUSINESS
   A. Consideration of Class “C” Cook County Classification for 1453-1459 Elmwood
   B. Consideration of Request from Evanston Community Development Corporation

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

7. ADJOURNMENT

Next Meeting: Wednesday, April 25, 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).
MEETING MINUTES OF
FEBRUARY 22, 2012
I. Commencement of Meeting
A quorum was not present, Chair Tendam advised the committee to begin discussion of items not requiring action at 7:33p.

II. Staff Report
A. Update on Recent Economic Development Activities
Nancy Radzevich, Manager of the Economic Development Division, provided an update on the following items: 1) internal coordination of economic development items; 2) groundbreaking of AMLI; 3) anticipated opening of GFS Marketplace in June 2012; 4) first issue of the economic development newsletter; 5) spring construction associated with the CTA viaducts; 6) introduction of coLab Evanston founders; and 7) report on the Joint Economic Development Committee meetings.

B. Announcements/Updates from EDC Members
Ald. Grover and Ald. Tendam announced the upcoming open house at Curt’s Café 2922 Central Street

Ald. Burrus announced that the space formally occupied by Merle’s BBQ at 1727 Benson had been completely gutted and would require significant rehabilitation and work for any future tenant.

Committee members also discussed potential opportunities for the Youth Job Center in Evanston to play in supporting City of Evanston economic development activities.

C. Location of Future Economic Development Committee Meetings.
Steve Griffin, Director of Community & Economic Development, requested that the Economic Development Committee relocate to the Room 2200 at the Lorraine H. Morton Civic Center (2100 Ridge Avenue) for all future meetings. There was agreement among the Committee members that all future meetings would be held in the aforementioned room.
III. Call to Order
A quorum being present, Chair Tendam called the meeting to order at 7:45 p.m.

IV. APPROVAL OF THE MEETING MINUTES OF JANUARY 25, 2012

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

The minutes of the January 25, 2012 meeting were approved unanimously, 7-0.

V. OLD BUSINESS
A. Consideration of Proposed Façade Improvement Program Revisions
Ms. Radzevich explained to the Committee that this was a continuation of the discussion from the last meeting and that staff had placed all documents relating to the façade in a final form for consideration of a recommendation to the City Council. Ms. Radzevich explained that the final draft included one additional suggested change to allow applicants of larger scale project, to seek up to two reimbursement requests. Such requests would be subject to submittal and approval of a phasing plan by staff.

There was agreement among the members of Committee to move this to City Council.

VI. NEW BUSINESS
A. Discussion of the City’s Economic Development Plan
Wally Bobkiewicz, City Manager, and Ms. Radzevich provided a presentation on the 2012 Draft Economic Development Plan to the Committee. The presentation contained the following elements:
1. An overview of areas of Evanston that contain business and commercial areas
2. Overview of previous economic development planning efforts and vision statement and reinforcement of core components of the vision statement: business retention and expansion, new business attraction, commercial area redevelopment and revitalization and marketing.
3. Outlined Key Economic Development Principles:
   a. Retain, expand, and attract businesses Citywide, emphasizing innovation
   b. Nurture entrepreneurship in Evanston
   c. Create jobs and workforce training opportunities for Evanston residents in diversified business sectors; and
   d. Promote Evanston – locally, regionally, nationally, and globally as an innovative and progressive place by reinforcing the strengths of our diverse residential, educational, cultural, and business communities.
4. Highlighted five targeted industries:
   a. Technology-based businesses
   b. Health Care and Wellness
   c. Baby Boomer Markets
   d. Arts & Entertainment
   e. Water
5. Overview of Next Steps
   a. Creation of a work program with measurable outcomes
b. Ongoing evaluation

During the presentation the following were noted: Ald. Burrus pointed out that there appeared to be an overlap between health and wellness and the baby boomer market; Ald. Fiske suggested that the plan address how people will be able to age in place in existing homes; Ald. Holmes noted that attention should be applied to all ranges of senior housing options; Member Zencich asked how return-on-investment would be calculated for water industries and how these items would be managed with ideas generated by Evanston 150 concepts; Ald. Grover wanted more information about the tools needed for implementation of the plan.

In response, Mr. Bobkiewicz stated that the return-on-investment for water industries is increased revenue for the City of Evanston and that there is anticipation that the Evanston 150 ideas will be in-line with the ideas generated in the plan. Mr. Bobkiewicz also highlighted that many of the tools associated with economic development are relationship building with businesses and ongoing monitoring of projects.

Ald. Burrus moved to recommend to City Council to consider adoption of the draft economic development plan at the City Council, seconded by Ald. Holmes.

The Committee voted 7-0 to recommend adoption to City Council.

B. Consideration of Request for Loan from Tom Fischl (Ofischl Sports)

Mr. Tom Fischl requested that the item be withdrawn as he was under the impression that the item would receive an unfavorable recommendation from the Committee and he no longer wished to be considered for a loan.

Ms. Radzevich explained to the Committee that no one on staff had communicated that this item would receive an unfavorable recommendation by the Committee and that staff and Mr. Fischl had coordinated materials for consideration by the Committee.

Ald. Tendam also stated that as chair he had consulted the previous week with staff on the Economic Development Committee’s agenda and had also directed staff to include this item on the agenda. There was general agreement among the Committee members that they wanted to hear Mr. Fischl’s request for a loan.

Mr. Fischl stated that he was not prepared to give his presentation at that time. Subsequently, Ald. Holmes suggested that he return to the Committee in March and give the full presentation at that time.

Ald. Holmes moved to hold the consideration of the request for loan by Tom Fischl (Ofischl Sports) to the March 28, 2012 meeting of the Economic Development Committee, second by Ald. Burrus.

The Committee voted 7-0 unanimously to consider this item at the March 28, 2012 meeting of the Economic Development Committee.
C. Façade Improvement Program
Ald. Grove pointed out that the Committee had not taken an action on the façade improvement item, although it was discussed earlier in the meeting.

Ald. Grover moved to recommend to City Council consideration of the revised façade improvement program, seconded by Ald. Burrus.

The Committee voted 7-0 unanimously to move the façade improvement program for consideration of approval at City Council.

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

B. Monthly Economic Development Communication

VIII. Adjournment

Ald. Grover moved to adjourn the meeting, seconded by Ald. Burrus.

The Committee voted 7-0 unanimously to adjourn the meeting.

The meeting was adjourned at 9:25 p.m.

Respectfully submitted,
Johanna Nyden
Downtown Evanston Update
To: Wally Bobkiewicz, City of Evanston  
Steve Griffin, City of Evanston  
Nancy Radzevich, City of Evanston  
Suzette Eggleston, City of Evanston  
From: Carolyn Dellutri, Executive Director  
Re: Downtown Evanston’s CY 2012 Interim Report  
Date: March 16, 2012

The following represents Downtown Evanston’s second interim report required by our Implementation Agreement for Special Service Area #4 (SSA). This report will provide an update on Downtown Evanston’s activities since the last report in October, 2011.

This interim report consists of four parts: A cover memo, samples of Downtown Evanston’s 2011/2012 marketing materials, benchmarking chart and internal financial statement for CY2012 (January/February).

Marketing highlights October, 2011 - February, 2012 include:

- In partnership with Northwestern’s Office of Community Relations and the Associated Student Government, Downtown Evanston planned and promoted the 12th year of Big Bite Night on October 2. Approximately 2,000 students attended this year’s event, with 32 restaurants participating. A marketing piece (booklet) was created with a listing of the participating restaurants, a map of locations, coupon offers from each restaurant good through the school year, and a welcome letter from Mayor Tisdahl. Each student received a booklet upon registering at the event. Student email addresses were collected for a raffle drawing of gift cards donated by each of the 32 restaurants as part of their participation requirements for the event.

- Greek Eats Program – In conjunction with NU Greek Life, Downtown Evanston has planned and coordinated Greek Eats, an extension of Big Bite Night. Students involved in Greek Life can take advantage of too good to resist deals offered by a featured downtown restaurant on a given date. This is to encourage students involved in Greek Life to dine in the downtown and try a restaurant they may not have previously patronized. The event is scheduled to occur every other week until the end of the school year and is marketed by the NU Greek Organizations.

- Gift Card Program – Downtown Evanston under contract with Store Financial, continues to promote the Downtown Evanston Gift Card Program with 139 participating businesses. The gift card program serves as a valuable marketing tool that keeps shopping dollars within the downtown business community. Plans for 2012 include marketing the card to District 65 and 202 as fundraisers for their school programs. The cards are for sale at the Downtown Evanston office and First Bank and Trust and very shortly will be for sale online.
- Each gift card purchased includes a companion piece – a Passport to Downtown Evanston with discounts and offers from about 90 of the businesses signed up to accept the gift card. The new printed passport was ready for December 2011 Gift Card sales.

- Downtown Evanston staff continues to work with Sweetperk and the Passport to Downtown Evanston App. Over 5,000 users have downloaded the app and over 90 businesses were given their own custom branded poster and fliers to encourage consumers to “FAV” or favorite their business. This allows business owners the opportunity to send out “Push” notifications regarding new specials or perks.

- The 2011 holiday season marketing program included encouraging consumers/businesses to purchase the gift card for the holiday season and also to utilize the free parking offered by the City of Evanston.
  - See Santa – An event held in the Downtown Evanston offices on two Saturdays in December. Children and families were invited to visit with Santa and take advantage of the Saturday opportunity to purchase the downtown Evanston gift card.
  - Advertising included:
    - Radio advertising commercials on WBEZ
    - Online and print advertising in Evanston Now, Evanston Roundtable, Pioneer Press, and Make It Better Magazine.
    - In conjunction with the City staff and the City’s Parking Committee, the holiday parking campaign included free parking on Saturdays & Sundays and weekdays after 5pm in all downtown decks. Downtown Evanston funds marketing materials including posters and fliers to downtown businesses, blast emails and ads placed in the Evanston Review and Roundtable. The City provides signage at the garage entrances.

- Downtown Evanston has developed the second annual “Girl Whirl Weekend Getaway” for April 20-22, 2012 with the goal of generating shopping, dining and overnight stays in the downtown. Events will include fashion and trunk shows at local apparel retailers, various retail events including classes and tastings, the option to attend theater, and restaurant specials. For the second year we are partnering with the City of Evanston’s Women Out Walking program and will offer two downtown walks that weekend. All five downtown hotels are being promoted to encourage out of town visitors. The first ads in support of this event are in the March issues of Make it Better. We are partnering with CNSCVB to assist with promoting this event throughout the region and Local ads will run in the Evanston Roundtable and on Evanston Now. New this year, Downtown Evanston is partnering with the Northwestern Unity Fashion Show, Stitch magazine, and the NU Associated Student Government. Thursday, April 19, 2012 will be an exclusive shopping night for NU students.

- Downtown Evanston Executive Director is the Chair and hosts the bi-monthly tourism committee meeting coordinated by Chicago’s North Shore Convention & Visitor’s Bureau. These meetings allow for exchange of ideas and event details among CVB member attendees: Downtown Evanston, area hotels, arts and cultural organizations, shopping centers, and Northwestern’s athletics department to name a few. The CVB also gives updates on their current projects and familiarization trips for meeting planners/tour operators.
• In order to drive timely Facebook/Twitter content, Downtown Evanston frequently calls and visits businesses in order to promote their events/sales/special products via social media outlets. We also keep an updated list of weekly specials and discounts on the website, with content populated by staying in contact with businesses, following them on social media, and subscribing to their E-newsletters in order to promote their events/sales/special products.

• Downtown Evanston uses Google Analytics as a tool to measure our website traffic and what drives it in order to gauge our marketing effectiveness. A separate report is attached breaking down our website analytics.

• Downtown Evanston consistently works to increase its database for the bi-weekly consumer E-newsletter. We also work to increase followers on Facebook and Twitter. This is done by visiting 3-5 businesses each day and posting specials and events being offered by Downtown Evanston businesses.

• We are in the planning stages for our two annual summer events: It’s Thursday, Let’s Dance, will be revised this year to include Thursdays in June and July due to Church street paving from Ridge to Sheridan starting in August, and the Super Sidewalk Sale, July 27-29. We are once again partnering with the Chicago/Dempster business district to cross-promote for the sidewalk sale.

• Downtown Evanston, as a sponsor, is working with the Technology Innovation Center to produce the first annual Mini Maker Faire to be held in Downtown Evanston August 4 & 5, 2012. More details to come. www.makerfaire.com

• Downtown Evanston was a sponsor of the 4th annual Talking Pictures Film Festival held at the Noyes Cultural Arts Center and NU March 8-11, 2012.

• Business, Creative and Technology leaders will gather for the 4th year in Evanston, Illinois for the CMS Expo Learning and Business Conference, to be held on May 8th, 9th & 10th at the Hilton Orrington Hotel. Hosted by the CMS Association, the 6th annual CMS Expo is for Web Business leaders, designers, developers and marketers. CMS Expo’s purpose is to help web businesses grow, using the most relevant content management system (“CMS”) technology and business practices. North By Northwestern Night, will be held at Tommy Nevin’s in downtown Evanston on the night of Wednesday, May 9th. North By Northwestern Night is sponsored by Arc Technology Group, Downtown Evanston, the Evanston Chamber of Commerce, the City of Evanston, and the Technology Innovation Center.

Organizational Development:
• As required by Downtown Evanston’s Implementation Agreement with the City, two public Board meetings are held annually (May and November). The annual meeting was held on Thursday, May 19, and the 2nd public meeting was held on November 15, 2011. In 2012, the Annual Meeting will be held on Thursday, May 17, 2012.
Business Development: Downtown Evanston welcomed 11 new businesses from October 2011 thru February 2012. Ribbon cuttings took place at Fit Girl Studio and Todoroki Hibachi & Sushi.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Address</th>
<th>Type</th>
<th>Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fit Girl Studio</td>
<td>1642 Maple Ave</td>
<td>Health &amp; Wellness</td>
<td>Oct-11</td>
<td></td>
</tr>
<tr>
<td>Halloween Store</td>
<td>1700 Maple Ave</td>
<td>Halloween</td>
<td>Oct-11</td>
<td>Pop-up</td>
</tr>
<tr>
<td>Halloween Store</td>
<td>1612 Sherman Ave</td>
<td>Halloween</td>
<td>Oct-11</td>
<td>Pop-Up</td>
</tr>
<tr>
<td>Andersonville Galleria</td>
<td>1636 Orrington Ave</td>
<td>Specialty Retail</td>
<td>Nov-11</td>
<td>Pop-up</td>
</tr>
<tr>
<td>Bento Express</td>
<td>1739 Sherman Ave</td>
<td>Quick Eats</td>
<td>Nov-11</td>
<td></td>
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<tr>
<td>Austin's Tacos</td>
<td>622 Davis St.</td>
<td>Quick Eats</td>
<td>Dec-11</td>
<td></td>
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<tr>
<td>Soulwich Asian Sandwiches</td>
<td>1634 Orrington Ave</td>
<td>Quick Eats</td>
<td>Jan-12</td>
<td></td>
</tr>
<tr>
<td>Todoroki Hibachi &amp; Sushi</td>
<td>526 Davis St.</td>
<td>Restaurant</td>
<td>Jan-12</td>
<td></td>
</tr>
<tr>
<td>Pret A Manger</td>
<td>1701 Sherman Ave</td>
<td>Quick Eats</td>
<td>Jan-12</td>
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<tr>
<td>Delbe's Corner</td>
<td>1100 Davis St.</td>
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<td>Feb-12</td>
<td></td>
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<tr>
<td>Creperie Saint-Germain</td>
<td>1512 Sherman Ave</td>
<td>Restaurant</td>
<td>Feb-12</td>
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Business Recruitment:
- To further strengthen demand for downtown's real estate, the current website www.downtownevanston.org has had an update to the “doing business” section. The commercial real estate section now has the ability to allow property owners and brokers to upload their most current information at any time of the day. The Downtown Evanston website is also being updated by gathering information from Costar and Loopnet as well as monthly emails to the broker community. This allows for current up to date information regarding vacancies on the Downtown Evanston website. The ability to email brokers directly from the site has recently been added so someone can directly communicate with the broker community.

- Office inventory has become a priority and Downtown Evanston staff are on the street visiting office businesses within the downtown district distributing brochures, pens and offering the opportunity to be listed on the Downtown Evanston Website.

Business Retention:
- A comprehensive database program based in Filemaker Pro is kept current on a daily basis.

- The Joint Economic Development committee continues to meet on a monthly basis now at the City of Evanston Civic Center with representation by the City of Evanston, the Evanston Chamber of Commerce, Downtown Evanston, the Technology Innovation Center and Chicago’s North Shore CVB, Chicago Dempster Merchants association, Howard Street, Noyes Street, Central Street, Main Street, Dempster Dodge and other various business partners to discuss business district initiatives.

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

- Downtown Evanston, in conjunction with City staff, coordinated the Holiday Tree Lighting at Fountain Square with new LED lights that can be removed and retained for next year. Temple Display also worked with City staff installing downtown lights on poles.

- The banner program continues and Downtown Evanston board and staff are working with Director of Public Works on a Downtown specific management program

- Downtown Evanston staff works in conjunction with City Staff to coordinate services with the new contractor for downtown maintenance. Landscape Concepts management has been meeting several times a month since December with staff to review the downtown service area. Trash pickup, pest control and landscaping are the main focus of these meetings.

With the completion of our fourth year as a full time organization, Downtown Evanston continues to become the responsive, professional downtown organization envisioned. Maintaining focus on Evanston’s downtown will become even more vital in these challenging economic times. Having a clean, safe commercial district with successful storefronts, restaurants and office tenants will remain critical to downtown Evanston’s image as a unique place to do business. Downtown Evanston plans to continue its role as ‘place’ manager and marketer. As has always been the case, the City of Evanston remains Downtown Evanston’s most important partner in sustaining a vibrant downtown, and Downtown Evanston Board and staff greatly appreciate your support.

Should any of you have any questions about this report, please do not hesitate to contact Carolyn Dellutri, Executive Director at 847-570-4724
Evanston Holiday Tree Lighting Ceremony

Tuesday, November 22nd, 5:30PM at Fountain Square

Celebrate with Mayor Tisdahl, the Music Institute of Chicago, Light Opera Works, Rotary International’s Deputy General Secretary, Pete Deberge and Santa!

Warm up at a reception hosted by Rotary International in their Café in One Rotary Center.

Bring warm essentials, like socks, gloves, hats, etc., to benefit Hilda’s Place, Connections for the Homeless.

FREE parking is available after 5pm in the One Rotary Center Building garage, with entry on Grove Street just west of Sherman Avenue.

Give the gift of Downtown Evanston! The Downtown Evanston Gift Card can be purchased at the Downtown Evanston offices located at 820 Davis Street, Suite 151, Monday–Friday, 9:00am–5:00pm and at First Bank and Trust, located at 820 Church Street, Monday–Friday, 8:30am–6:00pm and Saturday, 8:00am–2:00pm. For more information, call 847-866-6319.

Where Chicago and the North Shore Meet www.DOWNTOWNEVANSTON.ORG

Santa Claus is Coming to...
Downtown Evanston!

Santa will be making an appearance at the Downtown Evanston Offices on Saturday, December 10 from noon – 4PM at 820 Davis Street, Suite 151. Come see Santa and enjoy some treats and goodies from downtown businesses.

Give the gift of Downtown Evanston!
• Purchase gift cards at:
  • Downtown Evanston Offices
  • First Bank & Trust
  • 847-866-6319 for more information

Free Parking in the three main garages weekdays from 5pm to Midnight and all day Saturdays and Sundays from November 24 thru January 2nd

www.DOWNTOWNEVANSTON.ORG
IFC PHA MGC NPDC PRESENT
GReEK EaTS
Lulu's
dim sum &
than sum
FIRST DAY OF READING WEEK WED., MARCH 7TH 5-9 PM
MENTION GREEK EATS TO BUY 1 FULL PRICED ENTREE + GET ANOTHER FREE ON DINE-IN, DELIVERY, OR TAKE-OUT DINNER ORDERS

Make us your "FAVorite"
to receive special deals, use the
PASSPORT TO DOWNTOWN EVANSTON
download the app HERE!!
Girl Whirl
WEEKEND GETAWAY
IN DOWNTOWN EVANSTON

Friday, April 20 – Sunday, April 22
dining • exclusive offers • fashion events • wine tasting
shopping • fitness events • pamper yourself specials

Take advantage of exclusive offers from:

Let’s Eat!
• Argo Tea
• Bar Louie
• Bistro Bordeaux
• Creperie Saint-Germain
• Edzo’s Burger Shop
• Lulu’s Dim Sum
• Pensiero Ristorante
• Pret A Manger
• Soulwich Asian Sandwiches & More
• Todoroki Hibachi and Sushi
• Unicorn Café

Spring Fashions and Frills
• American Apparel
• Ann Taylor LOFT
• Asinamali
• Coucou
• Francesca’s Collections
• Gap
• gigi BOTTEGA
• Stepping Out On Faith
• Title Nine
• Uncle Dan’s

Get Crafty
• Ayla’s Originals Bead Bazaar

Gifts to Give (or Keep)
• Alley Gallery
• Becky & Me Toys
• Edible Arrangements
• The UPS Store

Got Vino?
• WineStyles

Beautiful Inside and Out
• Asha SalonSpa
• Ashley Lauren Natural Products
• Edesssa’s Hair Salon
• Krueger Dental Associates
• Nail Bar Evanston
• Salon Roula

Fit and Fabulous
• Fit Girl Studio
• TRUFIT Personal Training Studio

Go to DOWNTOWNEVANSTON.ORG for more exclusive offers!
**Girl Whirl**

**Weekend Getaway in Downtown Evanston**

**Events Calendar**

**Friday, April 20 – Sunday April 22, 2012**

**Friday, April 20**

8 AM - 7 PM • 1630 Maple Ave.
Dipped Fruit Tasting at **Edible Arrangements**

9 AM - 1 PM • 811 Church St.
Come into **Art+Science Salon** for services on Friday, April 20, 2012 and receive a gift bag of salon care products, complimentary services and an invitation to participate in our exclusive salon events.

10 AM - 6 PM • 816 1/2 Church St.
Get Fit! Let the Bra Gurus at **Title Nine** fit you in the perfect sports bra!

10 AM - 7 PM • 1610 Maple, Suite #1
Attend a trunk show featuring one of a kind—hand-made and collectible items at **The Maple Avenue Galleria**!

1 PM - 3:30 PM • 610 Davis St.
Intro Course: Fast Healthy Fat Loss with **TRUFIT Personal Training Studio**, cost is $15. Call (312) 404-2406 to register.

2 PM - 5 PM • 1710 Sherman Ave.
Massage therapist ClareShale of **The Center For Integrative Healing Arts** will be offering free chair massages at **Design Within Reach**. While you’re relaxing enjoy a tea tasting from **Argo Tea**.

5 PM - 7 PM • 1509 Chicago Ave.
Wine Tasting at **Vinic Wine**. (Fee may apply)

5 PM - 8 PM • 1741 Sherman Ave.
‘Wine Down’ Tasting at **WineStyles** in downtown Evanston. Wine Down after your big day of shopping; come to WineStyles Friday night and sample some delicious wines and hors d’oeuvres provided by **Koi.** Free to all Girl Whirl Shoppers

7 PM • 20 Arts Circle Dr.

7 PM • 820 Davis St., Suite 151
Twilight walk with **Women Out Walking**: Explore the downtown in great company and get your heart pumping! Check in 15 minutes early at the Downtown Evanston office.

8 PM • 927 Noyes St.
**After the Revolution at Next Theatre**, $40 tickets, www.nexttheatre.org. This weekend only, take advantage of $10 off ticket(s).

10 AM • 1490 Chicago Ave.
Guitar/Harp Departmental Recital at **Nichols Concert Hall** presented by the **Music Institute of Chicago**.

10 AM - 12 PM • 513 Davis St.
**Chicago North Shore Kinetics**—Schedule and classes tbd!

10 AM - 2 PM • 1000 Grove St.
**McGaw YMCA** hosts Healthy Kids Day! Activities, crafts and healthy snacks for all ages! FREE and open to all!

10 AM - 6 PM • 816 1/2 Church St.
Get Fit! Let the Bra Gurus at **Title Nine** fit you in the perfect sports bra!

10 AM - 7 PM • 1610 Maple, Suite #1
Attend a trunk show featuring one of a kind—hand-made and collectible items at **The Maple Avenue Galleria**!

11 AM - 1 PM • 1596 Sherman Ave.
Pamper yourself with a pom tea and chamomile tea 101 tasting and demo at **Argo Tea**.

11 AM - 3 PM • 620 Grove St.
Have your photo taken with the live Calico Critter, Mrs. Fisher Cat, at **Becky & Me Toys** and get a free gift with purchase for your little one at home!

12 PM - 2 PM • 612 Davis St.
Learn how to perfectly accessorize an outfit with styling tips from **gigi BOTTEGA**.

1 PM - 3:30 PM • 610 Davis St.
Intro Course: Fast Healthy Fat Loss with **TRUFIT Personal Training Studio**, cost is $15. Call (312) 404-2406 to register.

1 PM - 4 PM • 1609 Chicago Ave.
Enjoy a firming mineral hand treatment for only $5 at **Chiropractic First!**

1 PM - 4 PM • 1566 Oak Ave.
Enjoy traditional English Afternoon Tea in the Grand Parlor of the **Margherita European Inn**. Seatings from 1:00pm to 4:00pm, reservations are recommended. $24 per person, to make reservations, please call (847) 476-7779.

2 PM - 4 PM • 626 Church St.
Moria’s Afternoon Tea at the **Celtic Knot Public House**, $16.95. “Reservations Strongly Recommended”

2 PM - 4 PM • 1741 Sherman Ave.
Free Wine Tasting at **WineStyles** in downtown Evanston.

2 PM - 5 PM • 1710 Sherman Ave.
Massage therapist ClareShale of **The Center For Integrative Healing Arts** will be offering free chair massages at **Design Within Reach**. While you’re relaxing enjoy a tea tasting from **Argo Tea**.

3 PM - 7 PM • 1509 Chicago Ave.
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4 PM • 927 Noyes St.
After the Revolution at **Next Theatre**, $35 tickets, www.nexttheatre.org. This weekend only, take advantage of $10 off ticket(s).

5 PM - 8 PM • 706 Church St.
Attend a Spring Fashion Showcase at **Williams Next door!** Enjoy apps, wine and a live DJ while previewing the latest fashion professionals will be on hand to offer hair and makeup advice.

7 PM • 20 Arts Circle Dr.

7:30 PM • 927 Noyes St.

8 PM • 927 Noyes St.
**After the Revolution at Next Theatre**, $40 tickets, www.nexttheatre.org. This weekend only, take advantage of $10 off ticket(s).

10 PM - 1 AM • 1520 Sherman Ave.
Sing your heart out with live karaoke at **Bar Louie!**

**Saturday, April 21**

8 AM - 5 PM • 1630 Maple Ave.
Dipped Fruit Tasting at **Edible Arrangements**

8:30 AM - 9:30 AM • 820 Davis St., Suite 151
**Women Out Walking**: Enjoy this morning route in great company and get your heart pumping! Check in 15 minutes early at the Downtown Evanston office.

9 AM - 10 AM • 1622 Sherman Ave.
**Fit Girl Studio** will be hosting a FREE Dance Party Yoga class at **Lululemon Athletica**! Mats will be provided by Lululemon Athletica and ‘mocktails’ will be served after class!

9 AM - 6 PM • 612 Davis St.
**Girl Whirl Shoppers**
Hand-made and collectible items at **Koi**.

3 PM - 7 PM • 1509 Chicago Ave.
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7:30 PM • 927 Noyes St.

8 PM • 927 Noyes St.
**After the Revolution at Next Theatre**, $40 tickets, www.nexttheatre.org. This weekend only, take advantage of $10 off ticket(s).

10 PM - 1 AM • 1520 Sherman Ave.
Sing your heart out with live karaoke at **Bar Louie!**

**Sunday, April 22**

10 AM - 3 PM • 1630 Maple Ave.
Dipped Fruit Tasting at **Edible Arrangements**

12 PM - 5 PM • 816 1/2 Church St.
Get Fit! Let the Bra Gurus at **Title Nine** fit you in the perfect sports bra!

12 PM - 7 PM • 1610 Maple, Suite #1
Attend a trunk show featuring one of a kind—hand-made and collectible items at **The Maple Avenue Galleria**!

1 PM - 1:30 PM • 610 Davis St.
Intro Course: Fast Healthy Fat Loss with **TRUFIT Personal Training Studio**, cost is $15. Call (312) 404-2406 to register.

1 PM - 2 PM • 1609 Chicago Ave.
Cultivate the Ground for your Evolution in-store class at **Chiropractic First!**

2 PM • 927 Noyes St.
**After the Revolution at Next Theatre**, $35 tickets, www.nexttheatre.org. This weekend only, take advantage of $10 off ticket(s).

2 PM • 20 Arts Circle Dr.

2:30 PM • 927 Noyes St.

2 PM - 5 PM • 1710 Sherman Ave.
Massage therapist ClareShale of **The Center For Integrative Healing Arts** will be offering free chair massages at **Design Within Reach**. While you’re relaxing enjoy a tea tasting from **Argo Tea**.

3 PM - 6 PM • 1450 Sherman Ave.
Live music at **Tommy Nevins** featuring John Williams Irish Sessions.

3 PM • 1490 Chicago Ave.
**Suzuki Graduation Concert** at Nichols Hall presented by the **Music Institute of Chicago**.

5:45 PM • 1490 Chicago Ave.
**Keyboard Departmental Recitals** presented by the **Music Institute of Chicago**.

*All events are FREE unless otherwise indicated

**this schedule is preliminary as of 3/14/12.
Check for updates at www.DowntownEvanston.org*
# 2012 Actual-Budget

## Evmark Financials thru February

<table>
<thead>
<tr>
<th>Category</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
<th>Annual Budget</th>
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<tbody>
<tr>
<td><strong>Income</strong></td>
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<td><strong>Expenses</strong></td>
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<td><strong>Marketing Expenses</strong></td>
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<td>Total 6010 Marketing Shopping</td>
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<td>Graphic Design</td>
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<td>Improvements</td>
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<td>Business/Professional Development</td>
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<td>$2,000.00</td>
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<td>Insurance</td>
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<td>$(1,429.00)</td>
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<td><strong>Total 7100 Admin</strong></td>
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<td><strong>Net Income</strong></td>
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<td>Activity</td>
<td>Target</td>
<td>Measure</td>
<td>Notes</td>
<td>Monthly Status</td>
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<tr>
<td>----------</td>
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<tr>
<td>Maintain and expand an exciting mix of both local and national retail business and office space in Downtown Evanston</td>
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<tr>
<td>a) Maintain commercial property listings on website</td>
<td>Monthly Emails to Real Estate Contacts</td>
<td>Sherry/Carolyn</td>
<td>how many emails?</td>
<td>12</td>
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<td>b) Calculate Retail Vacancy Rate</td>
<td>Update Monthly</td>
<td>Sherry/Carolyn</td>
<td>vacant retail storefronts</td>
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<tr>
<td>c) Track new business openings</td>
<td>Update Monthly</td>
<td>Sherry/Carolyn</td>
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<tr>
<td>d) Track business closures</td>
<td>Update Monthly</td>
<td>Sherry/Carolyn</td>
<td></td>
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<tr>
<td>e) Utilize e-mail communication to businesses</td>
<td>Send Weekly Update</td>
<td># Sent Per Month</td>
<td>Business Blast</td>
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<td>Demographic Information (within .5 Miles of downtown)</td>
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</tr>
<tr>
<td>a) Population</td>
<td>Yearly</td>
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<tr>
<td>b) Total Employees</td>
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<td></td>
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<tr>
<td>c) Household Income</td>
<td>Yearly</td>
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<td>$81,511</td>
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<td>d) Daily Downtown Traffic Count</td>
<td>Yearly, 5 downtown intersections</td>
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<td>86,376</td>
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<tr>
<td>Business Activity</td>
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<tr>
<td>a) Ribbon Cuttings</td>
<td>Sherry/Matt</td>
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<td>0</td>
<td>1</td>
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<td>b) New Businesses</td>
<td>Sherry/Matt</td>
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<td>3</td>
<td>3</td>
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<tr>
<td>c) Jobs created from new businesses</td>
<td>Sherry/Matt</td>
<td>FT/PT</td>
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<tr>
<td>d) Business closings</td>
<td>Sherry/Matt</td>
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<td>0</td>
<td>1</td>
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<tr>
<td>e) Jobs lost from business closings</td>
<td>Sherry/Matt</td>
<td></td>
<td></td>
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<tr>
<td>f) Office Vacancy Rate</td>
<td>Sherry/Matt</td>
<td></td>
<td></td>
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<tr>
<td>g) City Sales Tax Data</td>
<td>Carolyn</td>
<td>Yearly - citywide</td>
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<td>4,705,802</td>
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<td>Real Estate Activity</td>
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<td>a) Spaces shown</td>
<td>Carolyn</td>
<td>Monthly</td>
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<td>Business Walk-about</td>
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<td>2nd Floor Office Visits</td>
<td>Update monthly</td>
<td>Sherry</td>
<td>how many per month?</td>
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<tr>
<td>Ground floor business visits</td>
<td>Update Monthly</td>
<td>Matt</td>
<td>how many visits?</td>
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<td>Promote the performing and visual arts in Downtown Evanston</td>
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<tr>
<td>a) Host arts related events</td>
<td>2 per year</td>
<td>Carolyn</td>
<td>Film Festival</td>
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<tr>
<td>b) Attend Arts &amp; Biz Committee</td>
<td>Meet monthly</td>
<td>Matt</td>
<td></td>
<td></td>
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<tr>
<td>c) Complete Downtown Theater study</td>
<td>City Staff/ Carolyn</td>
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<td></td>
<td></td>
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<tr>
<td>d) Art Under Glass</td>
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<tr>
<td>Strengthen relationships between Downtown Evanston, the City of Evanston and Northwestern University</td>
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<tr>
<td>a) Attend City of Evanston Meetings</td>
<td>2 per month</td>
<td>Carolyn</td>
<td>EDC, Parking, etc.</td>
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<td>b) Meet with City of Evanston staff</td>
<td>1 per month</td>
<td>Carolyn</td>
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<tr>
<td>c) Partner with Northwestern’s Big Bite Night</td>
<td>1 per year</td>
<td>Carolyn</td>
<td></td>
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<tr>
<td>d) Meetings with aldermen</td>
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<td>1</td>
<td>2</td>
<td>1</td>
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<td>e) Partner with Northwestern’s alumni event to host events downtown</td>
<td>1-2 per year</td>
<td>Carolyn</td>
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<tr>
<td>f) Work with City to expand activities for ETHS youth</td>
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<td>meet with youth council</td>
<td>Carolyn</td>
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Page 10 of 121
Further enhance the public realm of Downtown Evanston

a) Implement a complete way finding system for downtown Complete by 2012 Carolyn
b) Change banners Change Yearly? Carolyn
c) Check Banners

Maintenance Check-through
a) Walk around with LCM Monthly Carolyn How many per month? 2 2 1
b) walk around check banners Intern 1 1

Continue to partner with the City of Evanston to enhance downtown policymaking, incentives, and zoning

b) Implement a complete way finding system for downtown Work with City Staff Carolyn

USA Maintenance Agreement
a) Trash & Litter Removal 5 days a week Carolyn
b) Sidewalk sweeping, cleaning, power wash Twice per year Carolyn scheduled?
c) Landscaping & Seasonal Maintenance Weekly Carolyn
d) Downtown Planters Maintenance Weekly Carolyn
e) Special Spring & Fall Clean-up Twice a Year Carolyn
f) Complaints/communication Carolyn monitor citizen complaints

g) Holiday Decorations Carolyn

Marketing
a) Downtown Evanston Brochures # of cases/where Matt/Sonja keep track per month? 8 6
b) Event materials HOW MANY? Matt

c) Downtown Evanston Events In the Press Matt/Sherry By Event

d) Spin to Win Sherry/Matt Frequency/emails collected (1) 40

d) Implement a complete way finding system for downtown Work with City Staff Carolyn

Output Measures - gauge opinions and collect statistics that may in part be attributable to Downtown Evanston’s activities

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<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
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<th>Sep</th>
<th>Oct</th>
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<td>a) Cards activated</td>
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<td>b) Cards Sold</td>
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<td>c) Cards redeemed</td>
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<td>d) Transactions</td>
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<td>e) Participating Businesses</td>
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<td>b) Page views</td>
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<td>c) Pages per visit</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>d) Average time on site</td>
<td></td>
<td></td>
<td>Matt</td>
<td>2.33</td>
<td>2.37</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facebook</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Post views</td>
<td></td>
<td></td>
<td>Matt</td>
<td>77,789</td>
<td>52,117</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Monthly Active Users</td>
<td></td>
<td></td>
<td>Matt</td>
<td>2,711</td>
<td>2,754</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Advertising return</td>
<td></td>
<td></td>
<td>Matt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Twitter</td>
<td></td>
<td></td>
<td>Matt</td>
<td>1056</td>
<td>1116</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Followers</td>
<td></td>
<td></td>
<td>Matt</td>
<td>1515</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Tweets</td>
<td></td>
<td></td>
<td>Matt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Constant Contact

<table>
<thead>
<tr>
<th>Category</th>
<th>Average</th>
<th>Matt</th>
<th>30.33%</th>
<th>27.26%</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Business Open Rate</td>
<td>25%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Business Click Through Rate</td>
<td>10%</td>
<td></td>
<td>9.18%</td>
<td>6.83%</td>
</tr>
<tr>
<td>c) Consumer Open Rate</td>
<td>30%</td>
<td></td>
<td>26.50%</td>
<td>27.45%</td>
</tr>
<tr>
<td>d) Consumer Click Through Rate</td>
<td>20%</td>
<td></td>
<td>18.25%</td>
<td>20.55%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Target</th>
<th>Matt</th>
<th>2366</th>
<th>2371</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Consumer Contacts</td>
<td>2000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Business Contacts</td>
<td>350</td>
<td></td>
<td>392</td>
<td>394</td>
</tr>
</tbody>
</table>

### Mobile App Statistics

<table>
<thead>
<tr>
<th>Category</th>
<th>Matt</th>
<th>4302</th>
<th>5084</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Downloads</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Redemptions</td>
<td></td>
<td>1767</td>
<td>2322</td>
</tr>
<tr>
<td>c) Businesses</td>
<td></td>
<td>95</td>
<td>101</td>
</tr>
</tbody>
</table>

### Visitor Information Center tracking

<table>
<thead>
<tr>
<th>Category</th>
<th>Sonja</th>
<th>66</th>
<th>93</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) DT Evanston</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) TIC visitors</td>
<td></td>
<td>67</td>
<td>39</td>
</tr>
</tbody>
</table>

### Advertising

<table>
<thead>
<tr>
<th>Category</th>
<th>Matt</th>
<th>4302</th>
<th>5084</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Print</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) &quot;L&quot;/Public Transportation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Radio</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

d) Evanston Review

<table>
<thead>
<tr>
<th>Category</th>
<th>Matt</th>
<th>Frequency of Ads</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Evanston Roundtable</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>ii. Daily Northwestern</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

### Visitors

<table>
<thead>
<tr>
<th>Category</th>
<th>Matt</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Emails collected</td>
<td></td>
<td>How many emails were</td>
</tr>
</tbody>
</table>
Consideration of Request from Tom Fischl (Ofischl Sports)
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: March 21, 2012

Tom Fischl has contacted the City Manager and has indicated he will be presenting a request for a $150,000 loan. Mr. Fischl will be presenting his proposal and vision for his project at the March 28, 2012 Economic Development Committee meeting.

For your reference, attached is the February 16, 2012 Staff memo and Mr. Fischl's proposal, business plan, and income statement attachments published for the February 22, 2012 Economic Development Committee meeting.
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.

**Ofischl Sports Total Build Out Budget**

<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
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
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 -

Team Sales Tax  
Team Sales Tax Exempt  
Team Sales Shipped out of State  
Team for Resale  

Total Revenues  

COGS  

Gross Profit  

Expenses  

Rent  
Utilities  
Loan Payment  
Interest on loan  
Chamber Membership  
Marketing  
Payroll  

Total Expenses  

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

| Cost of Sales                                 |               |             |
| COGS Team Sales                              | 131,326.64    | 131,326.64  |
| COGS Resale                                  | <325.00>      | <325.00>    |
| COGS Retail Sales                            | 171,200.80    | 171,200.80  |
| Adjustments/Write-offs                       | 14,212.62     | 14,212.62   |
| Total Cost of Sales                          | 316,415.06    | 316,415.06  |

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

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

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.

Resident aids woman in attempted sexual assault

By BOB SEIDENBERG | City Editor | bseidenberg@pioneerlocal.com

Tom Fischl of Evanston knew that when he pinned a suspect to the ground last week in an alleged attempted sexual assault near the Noyes Cultural Arts Center, it wouldn't be long before help arrived.

Sure enough, only a few seconds passed before a squad car rolled up and police jumped out to provide assistance.

“Always get involved if something happens because I know police are watching my back,” said Fischl, 46, who for years ran a popular sporting goods store downtown and experienced firsthand the department's speedy response time.

Evanston resident Tom Fischl and his dog, Luis, played a key role last week in helping police apprehend a suspect charged in an attempted sexual assault near the Noyes Cultural Arts Center, at 927 Noyes St.

Fischl was walking his 4-year-old Dalmatian, Luis, back from the dog beach at the lakefront at about 6 p.m. June 6. He said he had reached the driveway of the Noyes Cultural Center, at 927 Noyes St., when he heard a woman's screams and tried to intervene.

According to police, the 42-year-old Chicago woman was removing some items from her car parked near the center when the suspect allegedly brushed up beside her.

The victim initially ignored the contact, but after the suspect made physical contact of an insulting nature, she got on her cellular telephone and called 911, said Deputy Chief Joseph Bellino, head of the Evanston Police Department's criminal investigations bureau.

Bellino said the suspect pulled the woman to the ground and attempted to disrobe her.

At that point, the pedestrian, Fischl, came to the woman's aid, pulling the man off her and pinning him to the ground just as the first squad car arrived.

The 6-foot, 3-inch Fischl, a 12-year U.S. Navy veteran, put the man in a wrestling hold as Luis provided backup support, barking. He said about 60 people circled around viewing the scene.

“Luis kept the guy in check and the officer took over in seconds,” Fischl said.

Police charged Anthony Alexander Williams, 23, a resident on the 1000 block of Noyes, with attempted sexual assault. He is scheduled to appear in court June 19.

As for the citizen, Bellino noted that Fischl disregarded his own personal safety to help the woman, who sustained no physical injuries.

“I was only in harm's way for seconds,” said an appreciative Fischl, “while these officers put themselves in harm's way every day they go to work.”
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)
LESSOR(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 day 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 Lessor 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 subtractions 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 when and as required by law 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 own 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 otherwise 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 expressed 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 any part thereof, nor assign this lease, 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 demise 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
locks, bolts, or chains shall be placed upon the doors or windows of the Premises without written permission of Lessor, and appropriate keys to secure the premises.

12. KEYS. Following Lessee vacating the Premises, Lessee shall be charged $100.00, and additionally for locksmith services deemed necessary by the emergency of fire, or required examination that many arise. If all keys to the Premises are not returned from the Lessee to the Lessor 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. Lessor 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. Lessor 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. Lessor 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 reenter 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 with rental as stated at (b) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee.

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 many 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
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, Lessee 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, than 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. Lessee and Lessor 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 Lessor may require Lessee to remove any or all of same at the termination of this Lease and restore the premises to its original condition at all 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)
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 Lessor’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 “Lessee(s)” 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 premises 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

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

LESSEE(S):

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LESSOR:

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

Other

Washroom

Office Room

Parking

Page 30 of 121
Consideration of Class “C”
Cook County Classification
For 1453-1459 Elmwood
To: Chair and Members of the Economic Development Committee

From: Nancy Radzevich, Economic Development Manager
      Paul Zalmezak, Economic Development Planner

Subject: Cook County Class C Incentive for 1459-63 Elmwood

Date: March 22, 2012

Recommendation
Randall Cohn of Ventura Realty, Ltd., owner of the property at 1459-1463 Elmwood, is seeking Economic Development Committee's recommendation to City Council to approve his application for a Cook County Class C incentive. Cook County requires the approval of the City Council as the incentive reduces the assessed value of the property for a period of twelve years once the owner completes the remediation of the site.

Staff is not recommending the use of the Class C incentive at this time as the proposed economic benefit is based on speculation that the inability to lease the space is primarily related to the contamination, and that a future user would immediately lease the site once remediated. It is not clear to what degree the location and rent levels are impacting its leaseability. Staff would consider seeking a recommendation for the Class C application if it was directly leveraging significant economic benefits / economic impact from a for-profit tenant who would advance the objectives of the Economic Development Plan.

Background
Cook County Class C Program
This Class C tax incentive is designed to encourage commercial and industrial property owners to remediate contaminated properties in Cook County with an aim towards improving the health and safety of the County’s residents and a possible increase in the County’s tax base and employment opportunities. Properties which receive this Class C incentive will, for the first 10 years of the incentive, be assessed at 10 % of market value rather than the current 25 % of market value. In year 11, the property would be assessed at 15 % of market value and in year 12 at 20 % of market value. The tax incentive expires at the end of year 12.

The assessed value of a commercial or industrial property represents 25% of market value. The 1459-63 assessed value is $63,620. Therefore, the market value for assessment purposes is $254,480. The Cook County Class C program states:
Remediation costs, including site investigation, testing, oversight, remediation and removal costs, monitoring, and engineering and legal fees associated with the remediation process, must total at least $100,000 or alternatively, must total at least 25% of the market value of the real estate as determined by the Assessor’s property record card in the year prior to the remediation.

In the case of 1459-63 Elmwood, the minimum cost is $63,620. If the applicant fails to proceed with the remediation or incurs costs totaling less than $63,620, the Class C incentive will not apply.

Subject Property
The property at 1459-63 Elmwood is improved with a one-story, 3,800 square foot commercial building currently divided into three retail stores. The prior uses on the property included a gas station (from 1945 to 1986) and a dry cleaner. Ventura Realty acquired the property out of foreclosure for $211,000 in December 2009 with the intention of upgrading the building and leasing the space to retail tenants. Since taking ownership, Ventura Realty used a $17,500 Façade Improvement Grant (2010) to complete exterior work on the building including tuck pointing, installation of a new clay tile mansard roof, capping of the soffits/fascia and trim, and various other repairs.

As summarized in the Applicant’s supporting documentation, a Phase I and II environmental assessment were completed in 2004 and 2005 and resulted in a No Further Remediation (NFR) letter from Illinois Environmental Agency dated June 25, 2007. The focused NFR letter addressed contamination related to the former dry cleaning operation on the site. It did not address the potential contamination from the former gas station operations and the associated underground storage tanks on the site. The existence of these tanks does not present any imminent danger to human health, but may contain petroleum products that are leaking contaminants into the surrounding soil.

Discussion
The Applicant reports he has been diligently trying to lease the vacant stores without success. The property is currently 100 percent vacant. Two of the stores have been vacant more than two years, and the former Simple Gourmet space has been vacant since January 2011, after the business closed on December 31, 2010.

According to Mr. Cohn, a key factor discouraging tenants is possible contamination of the site. Mr. Cohn contends it is likely that the property will remain vacant unless the site is fully remediated and a NFR letter is issued from the Illinois Environmental Protection Agency. A prospective non-profit day care tenant, who considered leasing the entire building, recently elected not to proceed with a lease at the property partially because they did not feel comfortable with the possible contamination. While staff confirmed this through a representative of the company considering the lease, Staff has not confirmed that others have decided not to lease the property because of environmental concerns. Mr. Cohn also provided a copy of an email correspondence with a popular Chicago-based brunch restaurant that declined to purchase the property “after talking to their attorney and environmental engineer.”
The Class C incentive would provide the financial incentive Mr. Cohn needs to proceed with remediating the site. To qualify for the Class C incentive, Ventura Realty will need to spend a minimum of $63,620 on UST removal and on site remediation. If the property has been heavily contaminated it is likely that the costs will exceed this minimum. In all instances, owners must file an application for Class C within one year of receipt of a “No Further Remediation Letter” from the IEPA’s Site Remediation Program.

Mr. Cohn estimates there are three underground storage tanks based on a recent ground radar analysis. An estimate from Yung Environmental of the costs to remediate the property and obtain an NFR letter from the Illinois EPA is included in the packet. This proposal assumes that extensive active remediation will be needed at the property. As noted in the proposal from Yung Environmental, these costs are estimated at approximately $152,000. However, the cost to remove the tanks and remediate the contaminated areas is difficult to estimate as the size of the tanks and the extent of the contamination is unknown.

Request for Financial Assistance
As summarized above, properties which receive this Class C incentive will, for the first 10 years of the incentive, be assessed at 10% of market value rather than the current 25% of market value. In year 11, the property would be assessed at 15% of market value and in year 12 at 20% of market value.

Staff evaluated the impact of the proposed Class C incentive, summarized in the “Comparison of Estimated Tax Revenues” table attached to this memo. Year 1 assessed value reflects the board of review certified decrease in assessed value as a result of vacancy as appealed by the property owner. For ease of analysis, the current Cook County multiplier, and City of Evanston property tax rate are used throughout the calculation. The analysis includes an adjustment of a 2.5% increase in assessed value on a triennial basis (current estimate used by City consultants). In summary:

- Option #1 assumes the building remains 100% vacant and contaminated. It also assumes that the Applicant will continue filing successful tax appeals to lower the assessed value to reflect its vacant status.
- Option #2 measures the impact of the Class C incentive over the 12 year period. In year two of the incentive, the assessed value increases as it is assumed the property will be fully leased after remediation, by a for-profit user(s).
- Option #3 assumes that the property is fully leased without the Class C incentive, by a for profit user(s).

City’s tax revenue impact is summarized in the table that follows. Because the potential outcome is unknown (i.e. there is not a for-profit tenant currently lined up to lease the property), the intent of the analysis is to illustrate the potential impact on the low and high ends or the extremes.
Based on the assumptions above, during the 12 year incentive period, the City of Evanston would collect $49,574 in tax revenues, or $10,052 more (14.5% increase) than would be collected if site remained vacant for the entire 12 year period (Option 1). However, if one assumes the property could be leased in its current condition without an incentive, the property would generate $107,791 or $58,217 more than with the Class C incentive in place. It is not likely that the property will be fully leased for the full twelve year period with or without environmental remediation. It is also unlikely that the property will remain fully vacant for the entire twelve year period.

**Recommendation**

While Staff agrees remediation of contaminated property is a desirable outcome for the City, Staff is more receptive to recommending a Class C application that directly incentivizes a specific long term user with strong economic development benefit potential with jobs, property tax, and sale tax generation. It is not clear if the leaseability of the property is impacted by its location / site characteristics or the current rent level (asking $18/ sq ft). Staff reviewed recent retail rental data in CoStar in the area between Grove and Main, south of downtown and determined average retail rents in the range of $14. In its current form, the application is speculative. Staff recommends that the EDC not support the request for the Class C.

**Attachments:**

1. Staff tax revenue impact analysis
2. Ventura Realty proposal
3. Ground penetrating radar survey
4. Estimate of remediation costs from Yung Environmental
5. Ventura Realty spreadsheet illustrating impact of Class C program on assessed value

### Class C Summary Table - 1459 Elmwood Property Tax

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Option 1. Total Tax Revenues – No Class C (vacant)</td>
<td>$39,522</td>
</tr>
<tr>
<td>Option 2. Total Tax Revenues – Class C</td>
<td>$49,574</td>
</tr>
<tr>
<td>Option 3. Total Tax Revenues - Class C Fully Leased</td>
<td>$107,791</td>
</tr>
</tbody>
</table>

[1] Assumes property tax rate of 1.364%

[2] Assumes a triennial assessment increase of 2.5% annually
## COMPARISON OF ESTIMATED TAX REVENUES AT 1459 ELMWOOD, EVANSTON

### OPTION #1 - BUILDING REMAINS 100% VACANT, NO REMEDIATION

<table>
<thead>
<tr>
<th>Year</th>
<th>Assessed Value</th>
<th>Multiplier</th>
<th>Equalized Assessed Value</th>
<th>Evanston Property Tax Rate</th>
<th>City of Evanston Tax Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$63,620</td>
<td>3.3</td>
<td>$209,946</td>
<td>1.364%</td>
<td>$2,864</td>
</tr>
<tr>
<td>2</td>
<td>$68,512</td>
<td>3.3</td>
<td>$226,089</td>
<td>1.364%</td>
<td>$2,864</td>
</tr>
<tr>
<td>3</td>
<td>$68,512</td>
<td>3.3</td>
<td>$226,089</td>
<td>1.364%</td>
<td>$2,864</td>
</tr>
<tr>
<td>4</td>
<td>$73,780</td>
<td>3.3</td>
<td>$243,473</td>
<td>1.364%</td>
<td>$3,321</td>
</tr>
<tr>
<td>5</td>
<td>$73,780</td>
<td>3.3</td>
<td>$243,473</td>
<td>1.364%</td>
<td>$3,321</td>
</tr>
<tr>
<td>6</td>
<td>$79,453</td>
<td>3.3</td>
<td>$262,194</td>
<td>1.364%</td>
<td>$3,576</td>
</tr>
<tr>
<td>7</td>
<td>$79,453</td>
<td>3.3</td>
<td>$262,194</td>
<td>1.364%</td>
<td>$3,576</td>
</tr>
<tr>
<td>8</td>
<td>$79,453</td>
<td>3.3</td>
<td>$262,194</td>
<td>1.364%</td>
<td>$3,576</td>
</tr>
<tr>
<td>9</td>
<td>$85,562</td>
<td>3.3</td>
<td>$282,354</td>
<td>1.364%</td>
<td>$3,851</td>
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<td>12</td>
<td></td>
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</tr>
</tbody>
</table>

**Totals**

- Assessed Value: $63,620
- Multiplier: 3.3
- Equalized Assessed Value: $209,946
- Evanston Property Tax Rate: 1.364%
- City of Evanston Tax Revenue: $2,864

### OPTION #2 - PROPERTY RECEIVES CLASS C INCENTIVE AND IS REMEDIATED AND LEASED BY YEAR 2

<table>
<thead>
<tr>
<th>Year</th>
<th>Assessed Value</th>
<th>Multiplier</th>
<th>Equalized Assessed Value</th>
<th>Evanston Property Tax Rate</th>
<th>City of Evanston Tax Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$63,620</td>
<td>3.3</td>
<td>$254,480</td>
<td>1.364%</td>
<td>$2,864</td>
</tr>
<tr>
<td>2</td>
<td>$182,100</td>
<td>3.3</td>
<td>$728,400</td>
<td>1.364%</td>
<td>$2,864</td>
</tr>
<tr>
<td>3</td>
<td>$196,102</td>
<td>3.3</td>
<td>$784,407</td>
<td>1.364%</td>
<td>$2,864</td>
</tr>
<tr>
<td>4</td>
<td>$196,102</td>
<td>3.3</td>
<td>$784,407</td>
<td>1.364%</td>
<td>$2,864</td>
</tr>
<tr>
<td>5</td>
<td>$211,180</td>
<td>3.3</td>
<td>$844,721</td>
<td>1.364%</td>
<td>$2,864</td>
</tr>
<tr>
<td>6</td>
<td>$211,180</td>
<td>3.3</td>
<td>$844,721</td>
<td>1.364%</td>
<td>$2,864</td>
</tr>
<tr>
<td>7</td>
<td>$227,418</td>
<td>3.3</td>
<td>$909,672</td>
<td>1.364%</td>
<td>$2,864</td>
</tr>
<tr>
<td>8</td>
<td>$227,418</td>
<td>3.3</td>
<td>$909,672</td>
<td>1.364%</td>
<td>$2,864</td>
</tr>
<tr>
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<td>$227,418</td>
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<td>$909,672</td>
<td>1.364%</td>
<td>$2,864</td>
</tr>
<tr>
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<td>12</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Totals**

- Assessed Value: $63,620
- Multiplier: 3.3
- Equalized Assessed Value: $254,480
- Evanston Property Tax Rate: 1.364%
- City of Evanston Tax Revenue: $2,864

### OPTION #3 - NO CLASS C - FULLY LEASED

<table>
<thead>
<tr>
<th>Year</th>
<th>Assessed Value</th>
<th>Multiplier</th>
<th>Equalized Assessed Value</th>
<th>Evanston Property Tax Rate</th>
<th>City of Evanston Tax Revenue</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$2,864</td>
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<tr>
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<td>$196,102</td>
<td>3.3</td>
<td>$784,407</td>
<td>1.364%</td>
<td>$2,864</td>
</tr>
<tr>
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<td>$196,102</td>
<td>3.3</td>
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</tr>
<tr>
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<td>$211,180</td>
<td>3.3</td>
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<td>$211,180</td>
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<td>$227,418</td>
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<td>1.364%</td>
<td>$2,864</td>
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<tr>
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<td>$227,418</td>
<td>3.3</td>
<td>$909,672</td>
<td>1.364%</td>
<td>$2,864</td>
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<td>$227,418</td>
<td>3.3</td>
<td>$909,672</td>
<td>1.364%</td>
<td>$2,864</td>
</tr>
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<tr>
<td>12</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**Totals**

- Assessed Value: $63,620
- Multiplier: 3.3
- Equalized Assessed Value: $254,480
- Evanston Property Tax Rate: 1.364%
- City of Evanston Tax Revenue: $2,864

---

**Class C Impact on Evanston Tax Revenue Relative to Vacant Building**

<table>
<thead>
<tr>
<th>Year</th>
<th>Tax Revenue % Gain</th>
<th>Tax Revenue Net Gain / Loss</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>-60.0%</td>
<td>-$1,718</td>
</tr>
<tr>
<td>2</td>
<td>14.5%</td>
<td>$415</td>
</tr>
<tr>
<td>3</td>
<td>14.5%</td>
<td>$447</td>
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<tr>
<td>9</td>
<td>14.5%</td>
<td>$447</td>
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<tr>
<td>10</td>
<td>14.5%</td>
<td>$447</td>
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<tr>
<td>11</td>
<td>14.5%</td>
<td>$447</td>
</tr>
<tr>
<td>12</td>
<td>14.5%</td>
<td>$447</td>
</tr>
</tbody>
</table>

**Evanston Tax Revenue with Class C compared to Revenue with No Class C, but Fully Leased**

<table>
<thead>
<tr>
<th>Year</th>
<th>Tax Revenue % Gain</th>
<th>Tax Revenue Net Gain / Loss</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>-60.0%</td>
<td>-$1,718</td>
</tr>
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<td>-60.0%</td>
<td>-$4,918</td>
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<td>-60.0%</td>
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<td>-$5,296</td>
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<tr>
<td>6</td>
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<tr>
<td>7</td>
<td>-60.0%</td>
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<td>8</td>
<td>-60.0%</td>
<td>-$5,296</td>
</tr>
<tr>
<td>9</td>
<td>-60.0%</td>
<td>-$5,296</td>
</tr>
<tr>
<td>10</td>
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<tr>
<td>11</td>
<td>-40.0%</td>
<td>-$10,051</td>
</tr>
<tr>
<td>12</td>
<td>-40.0%</td>
<td>-$10,051</td>
</tr>
</tbody>
</table>

[1] Assumes a triennial assessment increase of 2.5% annually
March 9, 2012

To:   Economic Development Committee
     City of Evanston

Re:   Possible Cook County Class C Incentive for 1459-1463 Elmwood in Evanston, IL

Ventura Realty, Ltd., as owner of the property at 1459-1463 Elmwood, is interested in applying to the Cook County Assessor for a Class C tax incentive for the Elmwood property. To receive this Class C incentive, the City of Evanston must formally approve the filing for this tax incentive. I ask that the Economic Development Committee endorse our application and recommend that the application be approved by the Evanston City Council at its next regularly scheduled meeting.

CLASS C TAX INCENTIVE

This Class C tax incentive is designed to encourage commercial and industrial property owners to remediate contaminated properties in Cook County with an aim towards improving the health and safety of the County’s residents and a possible increase in the County’s tax base and employment opportunities. Properties which receive this Class C incentive will, for the first 10 years of the incentive, be assessed at 10% of market value rather than the current 25% of market value. In year 11, the property would be assessed at 15% of market value and in year 12 at 20% of market value. The tax incentive expires at the end of year 12.

To qualify for this Class C incentive, the following conditions must be met:

1. The real estate must be used primarily for industrial or commercial purposes.
2. The real estate, because of contamination, has undergone environmental testing and remediation and is in receipt of a “No Further Remediation Letter” from the Illinois Environmental Protection Agency’s Site Remediation Program.
3. The municipality in which the real estate is located must by lawful resolution or ordinance expressly state that it supports and consents to the filing of a Class C Application and that it finds Class C necessary for development to occur on the subject property.
4. The present owners must successfully demonstrate that they were not responsible, directly or indirectly, for the contamination which was remediated pursuant to a Site Remediation Program.
5. Remediation costs must total at least $100,000 or alternatively, must total at least 25% of the market value of the real estate as determined by the Assessor’s property record card in the year prior to the remediation. In the case of the Elmwood property, this minimum cost is $63,620.

Please note that no loans or grants are being sought from the City of Evanston to remediate the property.
PROPERTY HISTORY

The site is improved with a one story commercial building of about 3,800 square feet and is currently divided into 3 retail stores. The property was formerly a gas station from around 1945 to 1986 at which time it was converted to its current usage. Ventura Realty purchased the property in December, 2009 with the intention of upgrading the building and leasing the space to retail tenants. Since taking ownership, Ventura Realty has done extensive exterior work on the building including tuck pointing, installation of a new clay tile mansard roof, capping of the soffits/fascia and trim, and various other repairs.

In March, 2004 and July, 2005 a Phase I and Phase II environmental report were done at Evanston Cleaners formerly at 1463 Elmwood. In June, 2007 a No Further Remediation (“NFR”) Letter was issued by the Illinois Environmental Agency for Evanston Cleaners. This NFR letter specifically addressed contamination related to the dry cleaners and did not address possible further contamination issues related to the property’s prior use as a gas station.

In February, 2012 a Ground Penetrating Radar (“GPR”) survey was done at the Elmwood property. The survey results indicate the presence of three Underground Storage Tanks (“UST”) at the south end of the parking lot. A copy of this GPR survey has been attached to this letter. One UST is approximately a 6,000 gallon tank and the two other UST are approximately 1,000 gallon tanks.

The existence of these UST do not present any imminent danger to human health. The UST may contain petroleum products that are leaking contaminants into the surrounding soil. Accordingly, it is advisable to have the UST removed and any contaminated soil remediated.

LEASING ISSUES

The Elmwood property is currently 100 percent vacant. Two of the stores have been vacant more than 2 years, and the 3rd store (formerly Simple Gourmet) has been vacant since January, 2011. Ventura Realty has been diligently trying to lease the vacant stores without success.

One key factor which has discouraged tenants from leasing the available stores has been tenant’s concerns about possible contamination at the property. A prospective tenant for the entire building recently elected not to proceed with a lease at the property partially because they did not feel comfortable with the property’s possible contamination.

It appears likely that the property will remain vacant unless the site is fully remediated and a NFR letter is issued from the Illinois Environmental Protection Agency.
REMEDIATION COSTS

It is difficult to provide an accurate estimate of the costs to remove the 3 UST and remediate the contaminated areas at the property. Once the UST are removed, on site testing can be done to determine the type, location and extent of possible contamination. To qualify for the Class C incentive, Ventura Realty will need to spend a minimum of $63,620 on UST removal and on site remediation. If the property has been heavily contaminated it is likely that the costs will far exceed this minimum.

An estimate from Yung Environmental of the costs to remediate the property and obtain an NFR letter from the Illinois EPA has been attached. This proposal assumes that extensive active remediation will be needed at the property. As noted in the proposal from Yung Environmental, these costs are estimated at approximately $152,000.

FINANCIAL IMPACT FROM THE CLASS C INCENTIVE

The attached exhibit compares, over the proposed 12 years of the Class C tax incentive at the Elmwood property, two streams of tax assessment revenues. The first assessment stream is that of the Elmwood property’s assessments as a 100 percent vacant property (based on the 2011 assessments as per the attached exhibit from the Cook County Board of Review). The second assessment stream assumes that the Elmwood property receives a Class C incentive and that the property is fully leased by the 2nd year of the incentive program.

As shown on this exhibit, over the 12 year term the net tax assessments for the Class C incentive are $935,948 compared to $763,440 with the Elmwood property assessed as 100 percent vacant. If the Class C incentive program is granted for the Elmwood property there is a $172,508 tax assessments benefit to the City of Evanston and the Evanston School District.
SUMMARY

Due to the existing contamination problems at the Elmwood property, it will be difficult to lease the vacant stores. Ventura Realty is a small company that, without the Class C tax incentive, will have problems raising the funds needed for remediation of the Elmwood property.

Reasons that the City of Evanston may want to support the Class C incentive at the Elmwood property include:

1. It is desirable that contaminated properties be remediated to minimize long term environmental impacts. Remediation of contaminated properties is the primary rationale for the Cook County Class C incentive program.
2. Remediation of the property will encourage leasing activity and tax assessments on the property will increase when the stores are leased.
3. Without the Class C incentive, it is likely that the building will remain vacant. Vacant stores do not generate sales tax or jobs in Evanston, are unsightly and can impact property values in the area.

Accordingly, I ask that the Economic Development Committee approve this request for a Class C incentive program on 1459-1463 Elmwood and recommend to the Evanston City Council that a resolution be approved expressly stating that it supports and consents to the filing of a Class C Application.

Sincerely,

Randall Cohn
Managing Broker
Enclosures
Dear Complainant,

After consideration of any evidence and facts pursuant to their powers and authority under the Illinois Property Tax Code, Larry R. Rogers Jr., Dan Patlak and Michael M. Cabonargi, Commissioners of the Board of Review of Cook County, are pleased to inform you that as a result of the hearing on your complaint they have directed the Assessor to reduce the assessed value of your property as shown below.

The decrease is the result of vacancy, demolition, fire or natural disaster, or is exempt or a C of C.

<table>
<thead>
<tr>
<th>PROPERTY NUMBER</th>
<th>BOARD COMPLAINT</th>
<th>ASSESSOR ORIGINAL</th>
<th>BOARD OF REVIEW FINAL</th>
<th>CHANGE</th>
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<td>10,455</td>
<td>669-</td>
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<td><strong>Total</strong></td>
<td></td>
<td><strong>63,620</strong></td>
<td></td>
<td></td>
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</tbody>
</table>

This reduced final Board 2011 valuation will be equalized by the Illinois Department of Revenue, as provided by law.

If you are dissatisfied with your 2011 real estate assessment, you have the following option:

1. You may appeal this decision to the Property Tax Appeal Board at the Stratton Office Building, Room 402, 401 South Spring Street, Springfield, Illinois 62706-0002, Tel: 217-782-6076, by filing a petition for review with the Illinois Property Tax Appeal Board within 30 days after the date of this notice or within 30 days after the date the Board of Review transmits to the County Assessor pursuant to Sec 16-125 (35 ILCS 200/16-125) its final action on the Township in which your property is located, whichever is later.

2. You may file a tax objection complaint in the Circuit Court of Cook County, Illinois. If you choose this option, please consult the laws concerning the procedure for proceeding in court.

In addition, you may file a new complaint at the Board of Review next year for 2012 with any new evidence.

Sincerely,

Larry R. Rogers, Jr.  Dan Patlak  Michael M. Cabonargi
Commissioner  Commissioner  Commissioner

Y

Page 1 of 2
February 3, 2012

Mr. Randall Cohn
Ventura Realty
Wilmette, IL

Subject: Ground Penetrating Radar (GPR) scanning in Evanston, IL

Lead Technician: Nathan Machel
Ground Penetrating Radar Systems, Inc.
(847) 514-2277
Nathan.Machel@gp-radar.com

Table of Contents
1. Overview of GPR
2. Equipment & Capabilities
3. Site Description
4. Inspection Methods
5. Findings
6. Radar Data
7. Qualifications
8. Closing
1. Overview of GPR

Ground Penetrating Radar (GPR) is a non-destructive testing technology that sends a series of radar pulses into the surface which reflect back off of anomalies below. As the radar pulses pass through the ground, the waves bend slightly when encountering a material with differing physical properties, particularly density and conductivity. Thousands of pulses are sent and received in a small area, and the received signals are combined to form a real-time image of what is in the ground. The various places where the radar waves bend are displayed as anomalies which can be interpreted as steel pipes, PVC conduits, underground storage tanks, voids, foundations, etc. One of the many advantages of the technology is the ability to locate non-metallic objects as well as determining depth to the object. GPR data acquisition is very fast and results are available immediately, allowing any discovered anomalies to be marked directly in the field. Although sometimes confused with X-Ray, GPR uses no radiation emissions and is perfectly safe to work with human presence in close proximity.
2. Equipment and Capabilities

Ground Penetrating Radar (GPR)

- **GSSI SIR – 3000**
  - GPRS uses a Geophysical Survey Systems Inc (GSSI) SIR-3000 Radar unit. This is the most advanced GPR available. It allows for onsite interpretation, as well as stores data for later processing. This equipment is self-calibrating, allowing more precise depth and location measurements.
  - GSSI is the world’s leading GPR designer and manufacturer. Information can be found at www.geophysical.com

- **400 MHz GSSI antenna**
  - For this project, a 400 MHz antenna was used with the GPR. This antenna allows data collection to a maximum depth of approximately eight feet, depending on soil conditions. At this site, the signal was effective to a depth of approximately six feet.

- **Radan 6.6 software**
  - Radan is the software produced by GSSI for processing all types of radar files. Version 6.6 is the most recent and up to date version available.

- **RD 7000 Radiofrequency Detection System**
  - This system detects electromagnetic fields, and allows for two methods of onsite utility location. A passive power scan mode detects live currents from electrical conduits. An active frequency scan mode allows tracer signals of various frequencies to be sent along any metallic pipe (or tracer wire) which can be accessed. This system enables utilities to be marked in the field, but records no data.
3. Site Description

This survey was conducted at the vacant building located at 1459 Elmwood in Evanston, IL. A gas station formerly operated at this site, and although records indicated the removal of several underground storage tanks, several attempts to drill soil borings resulted in rejection by a metallic object. A GPR survey was conducted in order to attempt to locate evidence of any USTs remaining on site. Additionally, any underground utilities were to be marked where detected.

Date: Friday, February 3, 2012
4. Inspection Methods

The primary purpose of this scanning was to locate any evidence of the presence of underground storage tanks or other significant anomalies.

The inspection method for this project consisted of conducting a GPR survey of the designated areas. Scans were taken in a grid pattern, with adjacent scans no more than three feet apart. The GPR detects differences in physical properties such as conductivity and density; metallic objects are most clearly visible, but it can also detect PVC, concrete (especially reinforced), and often old excavations if the backfill is different from native soil.

As each scan progresses, the GPR presents a sub-surface image in real time, allowing USTs, utilities, foundations, and other significant anomalies to be marked out directly in the field. Whenever an anomaly relevant to this project was detected, its location was marked directly on the surface.
5. Findings

The site was scanned to locate any evidence of underground storage tanks, utility lines, and other significant anomalies. All USTs, utilities, and other anomalies which could be detected were marked at the site. Measurements of the anomaly locations were taken by Randall Cohn of Ventura. The locations were also mapped with a GPS unit; the GPS map is below, with explanations to follow.

The blue line represents the path of the water line, the yellow line indicates the gas main, and the green lines represent storm (lighter green) and sanitary (darker green) sewers. The water line was about 5’ deep and the gas line was about 3’ deep. The storm sewers were only about 2’ deep, draining into the sanitary sewer, which is about 7’ deep.

Three anomalies which appear to be underground storage tanks were detected at the south end of the parking lot. The USTs are shown as the red rectangles in the image above. The two smaller tanks measured approximately 4.5’ in diameter by 8’ long. The larger tank was approximately 6.5’ diameter by 25’ long. These USTs were all detected at a depth of about three feet.
Two additional anomalies were detected at the site, indicated in pink in the image above. The short pink line running east/west near the sidewalk at the west end of the site appeared to be a short segment of pipe. This object did not appear to connect to anything, ended abruptly, and no identifying characteristics (valves, junction boxes, etc) could be found. It could be part of a utility system which is no longer in place, perhaps one that was cut out when the USTs or storm sewers were installed.

The second anomaly is shown as the area outlined in pink around the north end of the site. The readings in this area were consistent with a large excavation. Several USTs are believed to have been removed from this site, and this reading was consistent with a large UST removal excavation.
6. Radar Data

This section includes representative radar data from scans taken during this survey, as well as an explanation of any significant features.

This image is from a scan of the area which contained three anomalies which appear to be USTs. The three anomalies appear as the large bright white arches at a depth of about 3’ by the scale on the left. The bright white coloration indicates a metallic object, and the size of the arches indicates very large objects (in this case, about 5’ or more in diameter). These readings are consistent with the presence of metallic underground storage tanks.
This image is from a scan of the anomaly detected in the area where the USTs were believed to have been removed. The left side of the image show relatively undisturbed soil as a series of flat gray bands. The anomaly which may indicate an excavation is a brighter color; this indicates a difference in properties such as density or conductivity. This anomaly was detected consistently throughout much of the north side of the site, where USTs may have been removed.

This type of reading is typical where a large excavation occurred and the backfill is different from the native soil. The relative choppiness of the readings in this area may indicate that debris is present in addition to fill. This often happens when a building was demolished and the debris was dumped into the excavation, such as a building knocked into its own foundation or into a UST removal pit.
7. Qualifications

Ground Penetrating Radar Systems, Inc. (GPRS) was started in October 2001, by Matt Aston. The original intention in starting this business was to give contractors a reliable way to “see” into concrete slabs in order to avoid cutting embedded electrical conduits and critical reinforcing steel. While GPRS performs this work on a regular basis, there are many other applications in which we use Ground Penetrating Radar to benefit our customer base.

Since our inception, GPRS has completed over four thousand jobs. We are very proud of our performance. We have had a reported incident of error on less than one percent of the projects we have completed. Our customers have expressed a high level of satisfaction, as evidenced by the fact that in 2008, nearly 75% of our business was either repeat or referred by our customers. GPRS has been involved on projects ranging from small residential jobs to major construction projects with values in excess of $1 Billion.

Nathan Machel has been a certified GPR technician since May of 2005. In 2008 he successfully completed over 250 jobs in which he was the primary technician.
8. Closing

Thank you for the opportunity to serve you on this project. I hope this report has answered all the questions you had regarding this survey. However if there is anything you have questions about or feel was omitted, please do not hesitate to call.

Thank you,

Nathan Machel
Ground Penetrating Radar Systems
847-514-2277 Phone
866-851-8247 Fax
nathan.machel@gp-radars.com
February 28, 2012

Mr. Randall Cohn  
Ventura Realty, Ltd.  
210 Kilpatrick Avenue  
Wilmette, IL 60091

Subject: Proposal for UST Removal, Site Remediation and NFR Letter  
1459 – 1463 Elmwood Avenue  
Evanston, Illinois

Dear Mr. Cohn:

Yung Environmental Inc. (YEI) is pleased to submit this Proposal for USTs Removal, Site Remediation and Application for A No Further Remediation Letter from the State of Illinois Site Remediation Program to Ventura Realty, Ltd. (Client) for the property located at 1459-1463 Elmwood Avenue in Evanston, Illinois. The following includes project information, proposed scope of work and cost estimates.

BACKGROUND INFORMATION

The Site is improved with one commercial building with paved parking lots and landscaped areas, located at 1459 – 1463 Elmwood Avenue in Evanston, Illinois. The Site was a former gasoline station from 1945 to 1986. Based on available information provided to us, a focused No Further Remediation (NFR) letter in connection with the former dry cleaner located in the northern portion of the Site was issued by the Illinois Environmental Protection Agency (IEPA) in 2007.

Ventura Realty took ownership of the subject Site in December 2009. A GPR survey was performed in February 2012 in an attempt to determine if USTs may still be present at the Site. Results of the GPR survey indicated that three USTs, consisting one 4,000 gallon - 6,000 gallon UST and two 500 gallon – 1,000 gallon USTs may be present in the southern portion of the Site.
PREPARED BY:

Name: Randall Cohn
Ventura Realty, Ltd.

Address: 210 Kilpatrick Avenue
Wilmette, Illinois 60091

RETURN TO:

Name: Randall Cohn
Ventura Realty, Ltd.

Address: 210 Kilpatrick Avenue
Wilmette, Illinois 60091

THE ABOVE SPACE FOR RECORDER'S OFFICE

This Environmental No Further Remediation Letter must be submitted by the remediation applicant within 45 days of its receipt, to the Office of the Recorder of Cook County.

Illinois State EPA Number: 0310815144.

Ventura Realty, Ltd., the Remediation Applicant, whose address is 210 Kilpatrick Avenue, Wilmette, Illinois 60091 Base Map and identified by the following:

1. Legal description of Parcel 1: LOTS 13, 14 AND 15 IN BLOCK 52 IN EVANSTON IN THE SOUTHWEST ¼ OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

2. Remediation Site description: THE REMEDIATION SITE (SITE) MAY BE LOCATED BY PROCEEDING NORTH ALONG THE CENTERLINE OF ELMWOOD AVENUE 150 FEET FROM THE INTERSECTION OF LAKE STREET AND ELMWOOD ALONG THE CENTERLINE TO A POINT ON THE CENTERLINE OF ELMWOOD AVENUE; THEN PROCEED EAST 75 FEET TO THE SOUTHWEST CORNER OF THE SITE, WHICH IS THE POINT OF BEGINNING OF THE SITE AS SHOWN ON THE SITE BASE MAP; THEN PROCEED EAST FROM THE POINT OF BEGINNING 62.5 FEET ALONG THE SOUTHERN SITE BOUNDARY TO THE SOUTHEAST CORNER OF THE SITE; THEN PROCEED NORTHWEST ON A DIAGONAL ALONG THE EASTERN SITE BOUNDARY 50 FEET TO THE NORTHEAST CORNER OF THE SITE; THEN PROCEED WEST ALONG THE NORTHERN SITE BOUNDARY 50 FEET TO THE NORTHWEST CORNER OF THE SITE; THEN SOUTH ALONG THE WESTERN SITE BOUNDARY 50 FEET TO THE POINT OF BEGINNING.

3. Common Address: 1463 Elmwood Avenue, Evanston, Illinois


5. Remediation Site Owner: Ventura Realty, Ltd.

(Ilinois EPA Site Remediation Program Environmental Notice)
6. Land Use: **Residential and/or** Industrial/Commercial.

7. Site Investigation: Focused.

See NFR letter for other terms.
June 25, 2007
Revised August 2, 2011

Randall Cohn
Ventura Realty, Ltd.
210 Kilpatrick Avenue
Wilmette, Illinois 60091

Re: 0310815144/Cook County
Evanston/Evanston Cleaners
Site Remediation Program/Technical Reports
No Further Remediation Letter

Dear Mr. Cohn:

The Additional Investigation Report and Response to Comments (May 24, 2006/Log No. 06/29668), as prepared by Atwell-Hicks for the Evanston Cleaners property, has been reviewed by the Illinois Environmental Protection Agency (“Illinois EPA”). The approved remediation objectives at the Site are equal to or are above the existing levels of regulated substances and the above Report shall serve as the approved Remedial Action Completion Report.

The Remediation Site, consisting of 0.06 acres, is located at 1463 Elmwood Avenue, Evanston, Illinois. Pursuant to Section 58.10 of the Illinois Environmental Protection Act (“Act”) (415 ILCS 5/1 et seq.), your request for a no further remediation determination is granted under the conditions and terms specified in this letter. The Remediation Applicant, as identified on the Illinois EPA’s Site Remediation Program DRM-1 Form (received July 21, 2011/Log No. 11-48242), is Ventura Realty, Ltd.

This focused No Further Remediation Letter (“Letter”) signifies a release from further responsibilities under the Act for the performance of the approved remedial action. This Letter shall be considered prima facie evidence that the Remediation Site described in the attached Illinois EPA Site Remediation Program Environmental Notice and shown in the attached Site Base Map does not constitute a threat to human health and the environment for the specified recognized environmental conditions so long as the Site is utilized in accordance with the terms of this Letter.
Conditions and Terms of Approval

Level of Remediation and Land Use Limitations

1) The recognized environmental conditions, as characterized by the focused site investigation, consist of the following:

   a) Regulated substances of concern that have been successfully addressed are detailed in the attached Table A.

2) The Remediation Site is approved for residential and/or Industrial/Commercial land use.

3) The land use specified in this Letter may be revised if:

   a) Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and

   b) A new Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

Preventive, Engineering, and Institutional Controls

4) The implementation and maintenance of the following controls are required as part of the approval of the remediation objectives for this Remediation Site.

Institutional Controls:

5) Ordinance No. 32-O-98 adopted on March 23, 1998 by the City of Evanston effectively prohibits the installation and use of potable water supply wells in the City of Evanston. This ordinance provides an acceptable institutional control under the following conditions:

   a) The current owner or successor in interest of this Remediation Site who relies on this ordinance as an institutional control shall:

      i) Monitor activities of the unit of local government relative to variance requests or changes in the ordinance relative to the use of potable groundwater at this Remediation Site; and

      ii) Notify the Illinois EPA of any approved variance requests or ordinance changes within thirty (30) days after the date such action has been approved.

   b) The Remediation Applicant shall provide written notification to the City of Evanston and to owner(s) of all properties under which groundwater contamination attributable to the Remediation Site exceeds the objectives approved by the Illinois EPA. The notification shall include:

      i) The name and address of the local unit of government;

      ii) The citation of Ordinance No. 32-O-98;
iii) A description of the property for which the owner is being sent notice by adequate legal description or by reference to a plat showing the boundaries;

iv) A statement that the ordinance restricting the groundwater use has been used by the Illinois EPA in reviewing a request for groundwater remediation objectives;

v) A statement as to the nature of the release and response action with the name, address, and Illinois EPA inventory identification number; and

vi) A statement as to where more information may be obtained regarding the ordinance.

c) Written proof of this notification shall be submitted to the Illinois EPA within forty-five (45) days from the date this Letter is recorded to.

    Robert E. O’Hara  
    Illinois Environmental Protection Agency  
    Bureau of Land/RPMS  
    1021 North Grand Avenue East  
    Post Office Box 19276  
    Springfield, IL  62794-9276

d) The following activities shall be grounds for voidance of the ordinance as an institutional control and this Letter:

i) Modification of the referenced ordinance to allow potable uses of groundwater;

ii) Approval of a site-specific request, such as a variance, to allow use of groundwater at the Remediation Site or at the affected properties;

iii) Failure to provide written proof to the Illinois EPA within forty-five (45) days from the date this Letter is recorded of written notification to the City of Evanston and affected property owner(s) of the intent to use Ordinance No. 32-O-98 as an institutional control at the Remediation Site; and

iv) Violation of the terms and conditions of this No Further Remediation letter.

Other Terms

6) Where a groundwater ordinance is used to assure long-term protection of human health (as identified under Paragraph No. 5 of this Letter), the Remediation Applicant must record a copy of the groundwater ordinance adopted and administered by a unit of local government along with this Letter.

7) Where the Remediation Applicant is not the sole owner of the Remediation Site, the Remediation Applicant shall complete the attached Property Owner Certification of the No Further Remediation Letter under the Site Remediation Program Form. This certification, by original signature of each property owner, or the authorized agent of the owner(s), of the Remediation Site or any portion thereof who is not a Remediation Applicant shall be recorded along with this Letter.
8) Further information regarding this Remediation Site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Attn: Freedom of Information Act Officer
Bureau of Land-#24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

9) Pursuant to Section 58.10(f) of the Act (415 ILCS 5/58.10(f)), should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the current title holder and to the Remediation Applicant at the last known address. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of this cause. Specific acts or omissions that may result in the voidance of the Letter under Sections 58.10(e)(1)-(7) of the Act (415 ILCS 5/58.10(e)(1)-(7)) include, but shall not be limited to:

a) Any violation of institutional controls or the designated land use restrictions;

b) The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;

c) The disturbance or removal of contamination that has been left in-place in accordance with the Remedial Action Plan. Access to soil contamination may be allowed if, during and after any access, public health and the environment are protected consistent with the Remedial Action Plan;

d) The failure to comply with the recording requirements for this Letter;

e) Obtaining the Letter by fraud or misrepresentation;

f) Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment;

g) The failure to pay the No Further Remediation Assessment Fee within forty-five (45) days after receiving a request for payment from the Illinois EPA;

h) The failure to pay in full the applicable fees under the Review and Evaluation Services Agreement within forty-five (45) days after receiving a request for payment from the Illinois EPA.

10) Pursuant to Section 58.10(d) of the Act, this Letter shall apply in favor of the following persons:

a) Ventura Realty, Ltd.;

b) The owner and operator of the Remediation Site;

c) Any parent corporation or subsidiary of the owner of the Remediation Site;
d) Any co-owner, either by joint-tenancy, right of survivorship, or any other party sharing a relationship with the owner of the Remediation Site;

e) Any holder of a beneficial interest of a land trust or inter vivos trust, whether revocable or irrevocable, involving the Remediation Site;

f) Any mortgagee or trustee of a deed of trust of the owner of the Remediation Site or any assignee, transferee, or any successor-in-interest thereto;

g) Any successor-in-interest of the owner of the Remediation Site;

h) Any transferee of the owner of the Remediation Site whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest;

i) Any heir or devisee of the owner of the Remediation Site;

j) Any financial institution, as that term is defined in Section 2 of the Illinois Banking Act and to include the Illinois Housing Development Authority, that has acquired the ownership, operation, management, or control of the Remediation Site through foreclosure or under the terms of a security interest held by the financial institution, under the terms of an extension of credit made by the financial institution, or any successor-in-interest thereto; or

k) In the case of a fiduciary (other than a land trustee), the estate, trust estate, or other interest in property held in a fiduciary capacity, and a trustee, executor, administrator, guardian, receiver, conservator, or other person who holds the remediated site in a fiduciary capacity, or a transferee of such party.

11) This letter, including all attachments, must be recorded as a single instrument within forty-five (45) days of receipt with the Office of the Recorder of Cook County. For recording purposes, the Illinois EPA Site Remediation Program Environmental Notice attached to this Letter should be the first page of the instrument filed. This Letter shall not be effective until officially recorded by the Office of the Recorder of Cook County in accordance with Illinois law so that it forms a permanent part of the chain of title for the Evanston Cleaners property.

12) Within thirty (30) days of this Letter being recorded by the Office of the Recorder of Cook County, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

    Robert E. O’Hara
    Illinois Environmental Protection Agency
    Bureau of Land/RPMS
    1021 North Grand Avenue East
    Post Office Box 19276
    Springfield, IL 62794-9276
13) In accordance with Section 58.10(g) of the Act, a No Further Remediation Assessment Fee based on the costs incurred for the Remediation Site by the Illinois EPA for review and evaluation services will be applied in addition to the fees applicable under the Review and Evaluation Services Agreement. Request for payment of the No Further Remediation Assessment Fee will be included with the billing statement.

If you have any questions regarding the Evanston Cleaners property, you may contact Greg Dunn at (217) 785-2359.

Sincerely,

[Signature]

Joyce L. Munie, P.E., Manager
Remedial Project Management Section
Division of Remediation Management
Bureau of Land

Attachments: Illinois EPA Site Remediation Program Environmental Notice
Site Base Map
Table A: Regulated Substances of Concern
Property Owner Certification of No Further Remediation Letter under the Site Remediation Program Form

cc: Mr. Dennis Marino
Assistant Director of Planning
2100 Ridge Avenue
Evanston, Illinois 60201

Bureau of Land File
Bob O’Hara
Sherri Oxencis
Rick Lucas
### SITE REMEDIATION PROGRAM

#### TABLE A: REGULATED SUBSTANCES OF CONCERN

0310815144 - EVANSTON CLEANERS

### Volatile Organic Compounds

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<td>Bromomethane</td>
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STATE OF ILLINOIS
COUNTY OF COOK

I, MARY P. MORRIS, City Clerk of the City of Evanston in the County of Cook and State aforesaid, and Keeper of the Records, Files and Seal of said City, do hereby certify that attached hereto is a true and correct copy of Ordinance 32-0-98, an Ordinance amending section 7-12-3 of the City Waterworks System Ordinance regarding connection to the Public Water System

all of which appears from the records and files in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Evanston this 11th day of June 1998.

MARY P. MORRIS
City Clerk
An Ordinance
Amending Section 7-12-3
of the City Waterworks System Ordinance
Regarding Connection to the Public Water System

NOW, THEREFORE, Be It Ordained by the City Council of the City of Evanston, Cook County, Evanston, Illinois:

SECTION 1: That Section 7-12-3 of the Evanston City Code of 1979, as amended, be and it hereby is, further amended by renumbering existing subsections 7-12-3 (A) through 7-12-3 (C) as 7-12-3 (B) through 7-12-3 (D) respectively, and by adding a new subsection 7-12-3 (A), to read as follows:

7-12-3 (A) Public Water Main Connection Required: The water distribution of any building in which plumbing fixtures are installed shall be connected to a public water main. The drilling of wells for use as a potable or non-potable water source, including for irrigation, is prohibited within the City.

SECTION 2: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: That this ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: March 9, 1998
Adopted: March 23, 1998

Approved: March 26, 1998

Lorraine A. Martin
Mayor

ATTEST:
Mary D. Morris
City Clerk

Approved as to form:

Corporation Counsel
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF EVANSTON
AND THE
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
REGARDING THE USE OF A LOCAL GROUNDWATER OR
WATER WELL ORDINANCE AS AN ENVIRONMENTAL
INSTITUTIONAL CONTROL

I. PURPOSE AND INTENT

A. This Memorandum of Understanding ("MOU") is entered into between the City of Evanston and the Illinois Environmental Protection Agency ("Illinois EPA") for the purpose of satisfying the requirements of 35 Ill. Adm. Code 742.1015 for the use of groundwater or water well ordinances as environmental institutional controls. The Illinois EPA has reviewed the groundwater or water well ordinance of the City of Evanston adopted on March 26, 1998 "An ordinance amending section 7-12-3 of the City Waterworks System Ordinance regarding connection to the Public Water System" (Attachment A) and determined that the ordinance prohibits the use of groundwater for potable purposes and/or the installation and use of new potable water supply wells by private entities but does not expressly prohibit those activities by the unit of local government itself. In such cases, 35 Ill. Admin. Code 742.1015(a) provides that the unit of local government may enter into an MOU with the Illinois EPA to allow the use of the ordinances as an institutional control.

B. The intent of the Memorandum of Understanding is to specify the responsibilities that must be assumed by the unit of local government to satisfy the requirements for MOU as set forth at 35 Ill. Adm. Code 742.1015(i).

II. DECLARATIONS AND ASSUMPTION OF RESPONSIBILITY

In order to ensure the long-term integrity of the groundwater or water well ordinance as an environmental institutional control and that risk to human health and the environment from contamination left in place in reliance on the groundwater or water well ordinance is effectively managed, the City of Evanston hereby assumes the following responsibilities pursuant to 35 Ill. Adm. Code 742.1015(i);

A. City of Evanston will notify the Illinois EPA Bureau of Land of any proposed ordinance changes or requests for variance at least 30 days prior to the date the local government is scheduled to take action on the proposed change or request (35
Il. Adm. Code 742.1015(I)(4));

B. City of Evanston will maintain a registry of all sites within its corporate limits that have received “No Further Remediation” determinations from the Illinois EPA (35 Il. Adm. Code 742.1015(I)(5)), provided that Illinois EPA provides notice to the City of Evanston of such determinations. Notices should be sent to: Dennis Marino, Assistant Director for Planning, 2100 Ridge Avenue, Evanston, Illinois 60201.

C. City of Evanston will review the registry of sites established under paragraph II.B. prior to siting public potable water supply wells within the area covered by the ordinance (35 Il. Adm. Code 742.1015(I)(6)(A));

D. City of Evanston will determine whether the potential source of potable water has been or may be affected by contamination left in place at the sites tracked and reviewed under paragraphs II.B. and C. (35 Il. Adm. Code 742.1015(I)(6)(B)); and

E. City of Evanston will take action as necessary to ensure that the potential source of potable water is protected from contamination or treated before it is used as a potable water supply (35 Il. Adm. Code 742.1015(I)(6)(C)).

NOTE: Notification under paragraph II.A. above or other communications concerning this MOU should be directed to:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P. O. Box 19276
Springfield, IL 62794-9276

III. SUPPORTING DOCUMENTATION

The following documentation is required by (35 Il. Adm. Code 742.1015(I) and is attached to this MOU:

A. Attachment A: A copy of the groundwater or water well ordinance certified by the City clerk or other official as the current, controlling law (35 Il. Adm. Code 742.1015(I)(3));

B. Attachment B: Identification of the legal boundaries within which the ordinance is applicable (certification by city clerk or other official that the ordinance is applicable everywhere within the corporate limits; if ordinance is not applicable throughout the entire city or village, legal description and map of area showing sufficient detail to determine where ordinance is applicable) (35 Il. Adm. Code 742.1015(I)(2));

IN WITNESS WHEREOF, the lawful representatives of the parties have caused this MOU
to be signed as follows:

FOR: City of Evanston  
(Name of city or village)  
BY:  
Signed  
DATE: 6/11/98  

BY: Roger D. Crum, City Manager  
(Name and title of signatory)  
DATE: 6/11/98  

FOR: Illinois Environmental Protection Agency  
BY: Gary P. King  
(Name and title of signatory)  
Manager, Remediation Management  
DATE: 7/29/98  

CMLP
Official Receipt for Recording in:

Cook County Recorder of Deeds
118 N. Clark
Chicago, Illinois 60610

Issued To:

RANDALL COHN
210 KILPATRICK AVE
WILMETTE IL 60091

Recording Fees

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Thank You
EUGENE "GENE" MOORE - Recorder of Deeds

By: DeeDee Sartorio

Receipt#  Date       Time
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We understand that Ventura Realty intends to remove the USTs and perform all necessary site remediation to obtain a focused NFR letter from the IEPA under the IEPA Site Remediation Program (“SRP”).

OBJECTIVES AND PROPOSED SCOPE OF WORK

The proposed scope of services consists of providing environmental consulting services in connection with the removal of the three USTs, supervision of on site remediation activities, laboratory analyses, preparation of reports for the SRP program, and obtaining a focused NFR letter for the Site. The estimated costs and proposed scope of work are summarized below:

ESTIMATED COSTS

Underground Storage Tank (UST) Removal

- Register 3 USTs with the Office of State Fire Marshall $1,800.00
- Remove and Dispose of 3 USTs and associate piping $11,300.00
- Pump out liquid in USTs (estimate 8,000 gallon) $4,000.00
- Transport liquid for disposal $1,000.00
- Demurrage of pumper truck (8 hours) $665.00
- Drum disposal of tank sludge (1 drum) $450.00
- Construction fencing (60 lineal feet @ $ 6.50) $390.00

Professional Fees/Expenses related to UST removal (Oversight and Reporting) $15,286.00
Lab costs related to UST removal $2,300.00

Total estimated costs for USTs removal $37,191.00

Remediation of Contaminated Soil and Application For No Further Remediation Letter with Site Remediation Program

Fees to State of Illinois Site Remediation Program $15,000

Professional Fees/Expenses for:
- Focused Site Investigation Report $5,000.00
- Remedial Action Plan and Remedial Action Completion Report $7,500.00
- On site sampling and supervision/supplies/misc expenses $8,000.00

Excavation/Disposal/Backfill of contaminated soil
- Assume 450 cys (675 tons) of soil, 4 days on site
  - Mobilization of equipment/labor $1,800.00
  - Operator/excavator 4 days @ $ 1,600 $6,400.00
Laborer 4 days @ $ 750 $3,000.00
Haul and dispose of 675 tons @ $ 38/ton $25,650.00
Backfill 675 tons @ $ 22.50/ton $15,188.00
Construction fencing (60 lineal feet @ $ 6.50) $390.00

Concrete/Asphalt Paving Costs
Replace concrete sidewalk on west elevation – 25 ft x 5 ft x 4 inch $2,500.00
Install asphalt engineered barriers in building courtyard (728 sf) and NW corner of parking lot (540 sf) @ $ 5.50 /sf $6,974.00
Replace asphalt removed during excavation – 1,400 sf @$5.5/sf $7,700.00

Drilling/Lab costs for Further Site Investigation and Confirmation Samples, if necessary $10,000.00

Total estimated costs To Remove Contaminated Soil and Apply for NFR $115,102.00

**GRAND TOTAL ESTIMATED PROJECT COSTS** $ 152,293.00

Please note that the above costs are estimates only and may vary substantially based on the extent and location of contamination at the site.

**EXPERIENCES**

YEI has extensive experiences in conducting site investigations, soil and groundwater remediation and regulatory reporting under the Illinois Site Remediation Program and Leaking Underground Storage Tank Program. I, myself, was the project manager of the IEPA Leaking Underground Storage Tank (LUST) Program. All our staff has over 20 years of environmental consulting experiences. Due to our extensive technical experiences and well-established working relationships with the IEPA, we have a very good reputation in this field. We have obtained numerous No Further Remediation letters from the IEPA LUST and SRP.

Our main clients include national and local transportation companies, developers, banks and other large environmental consulting firms. Our services include Phase I and Phase II ESAs, LUST, SRP, soil and groundwater sampling and remediation and asbestos services. Due to our technical expertise, other large environmental consulting firms also contract with us for technical assistance to their projects.

Attached is the statement of qualifications for Yung Environmental, Inc., our project experiences and resumes.
CLOSING

YEI appreciates the opportunity to provide environmental consulting services to Ventura Realty, Ltd. If you have any questions regarding this proposal, please feel free to contact Ms. Carmen Yung at (630) 420-0913.

Sincerely,

Yung Environmental, Inc.

[Signature]

Carmen Yung, LEED AP
President

Attachment: YEI SOQ and Project Experiences
Yung Environmental Inc.

Professional Environmental Consulting

Who We Are

- Founded by Carmen Yung with more than 20 years of regulatory and environmental consulting experiences
- A Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE), certified by the City of Chicago.
- Registered in the Central Contractor Registration (CCR), U.S. Government - Women Owned Small Business

Our Mission

- Quality environmental consulting services at reasonable cost

Our Strength

- Experienced technical bilingual staff, fluent in written and spoken English and Chinese
- Understands client needs and big picture, provide practical, economic and comprehensive solutions tailored to individual client needs
- High level technical services in a timely manner
- Extensive regulatory experience and strong relationships with IEPA and USEPA

Services Provided

- Phase I, II and III Environmental Site Assessments
- Underground Storage Tanks Closure and Removal
- Leaking Underground Storage Tanks – Assessment, Closure and Reimbursement
- Soil and Groundwater Investigation and Remediation
- Asbestos Inspection and Abatement
- Waste Characterization and Management
- Storm Water Permitting, SPCC Plan
- Regulatory Reporting
- Site Remediation Program
- Brownfield Redevelopment
- Green Building Certification (LEED AP)
PROJECT EXPERIENCES

Yung Environmental, Inc. provides environmental consulting services from Phase I and Phase II Environmental Site Assessments to soil and groundwater remediation, risk-based assessments and regulatory closure under various state and federal environmental programs. Our mission is to provide quality services at reasonable costs. With our extensive environmental experiences, we understand clients’ needs and know how to communicate with regulatory offices. We are able to develop cost-efficient environmental solutions based on clients’ needs and budget.

Phase I Environmental Site Assessments

Yung Environmental, Inc.’s staff has performed numerous Phase I Environmental Site Assessments (ESAs) at residential, commercial and industrial properties for lending institutions, sellers and potential purchasers of the properties. We understand your need and timeliness of the real estate transactions.

Our Phase I assessments conform to the audit requirements established by Illinois Statutory Environmental Assessment Standards and those standards promulgated by the American Society for Testing and Materials (ASTM E 1527-05). Yung Environmental, Inc.’s assessments also conform to the U.S. EPA’s, All Appropriate Inquiry (AAI), Final Rule, as established in 40 CFR Part 312, promulgated in 2005.

Phase II Environmental Site Assessments

Yung Environmental, Inc. has extensive experiences in performing Phase II site investigations at commercial and industrial properties contaminated by petroleum, chlorinated solvents and hazardous substances. Soil and groundwater samplings are conducted to assess the presence and extent of contamination.

Site Remediation Program

Yung Environmental, Inc. has successfully assisted many clients in enrolling their properties in the Illinois Environmental Protection Agency (IEPA)’s Site Remediation Program and obtaining “No Further Remediation” (NFR) letters for their properties. Our approach is to develop the most cost-effective plans for our clients based on their development plans and work closely with the IEPA project managers to obtain approval of our plans and reports. We worked closely with all parties involved, conducted Phase I and Phase II ESAs at these properties to identify environmental risks and liabilities involved and performed soil and groundwater remediation or risk-based assessments based on the development needs.

Underground Storage Tanks and Leaking Underground Storage Tanks

Yung Environmental, Inc. offers underground storage tank services including oversight of tank installation, tank removal and closure in place. Yung Environmental, Inc. staff
has performed numerous oversight of UST removals and performed site assessments and closures for leaking underground storage tank sites, including retail gas stations, residential, commercial and industrial properties. Ms. Carmen Yung of Yung Environmental, Inc. was a project manager of the Leaking Underground Storage Tank Program at the IEPA. We are experienced in preparing all necessary reports in accordance with the state leaking underground storage tank program to obtain site closure such as the 45-Day Report, Site Investigation Plan, Free Product Report, Corrective Action Plan and Corrective Action Completion Report.

**Reimbursement from Leaking Underground Storage Tank Trust Fund**

Yung Environmental, Inc. understands precisely the procedures and documentation required in obtaining reimbursement from the leaking underground storage tank trust fund quickly. Yung Environmental, Inc. staff has assisted many clients to obtain reimbursement of site assessment and corrective action costs from the trust fund in the state of Illinois and Wisconsin successfully and quickly. Reimbursement of costs obtained ranged from $10,000 to over $1 million.

**Risk-Based Assessment**

Yung Environmental, Inc. has technical expertise in conducting risk-based assessments comparing soil and groundwater sampling results to Tier I remediation objectives based on use of the properties, develops site specific Tier II objectives by using relevant RBCA and soil screening equations and conducts Tier III evaluations. Based on the future landuse of the properties, Yung Environmental, Inc. evaluates other remedial options such as the use of engineered barriers and institutional controls for site closure.

**Soil and Groundwater Remediation**

Based on site conditions, clients needs, timelines, remediation costs and future landuse, we evaluate various remediation options and provide recommendations for the most cost-effective remediation solutions to the properties. Yung Environmental, Inc.’s soil and groundwater remediation experiences include conventional dig and haul, groundwater pump and treat systems, soil vapor extraction and in-situ chemical oxidation. We offer services ranging from preparing bid documents for selection of subcontractors, selecting remediation contractors, remediation design and oversight.

**Regulatory Reporting and Closure**

Yung Environmental, Inc. staff has successfully assisted clients to obtain “No Further Remediation” letters under the Site Remediation Program by performing site investigations and remediation, risk-based assessments and by preparing necessary work plans and reports. We understand the requirements under the state and federal programs to obtain site closure and communicate efficiently with regulatory offices.
Green Building – LEED AP

Yung Environmental, Inc. has LEED AP who can provide certification to green building construction and major renovation. Our LEED AP will work with the construction and design team to achieve sustainable sites, water efficiency, energy and atmosphere, materials and resources, indoor environmental quality and innovation in design requirements in accordance with the LEED Green Building Rating System.
CARMEN Y. YUNG, LEED AP
Senior Project Manager

EDUCATION
BS Geology – University of Hong Kong

CERTIFICATION
LEED Accredited Professional – Green Building Certification Institute
40-Hour OSHA HAZWOPER Training
OSHA HAZWOPER Supervisor Training
8-Hour OSHA Refresher Training

SUMMARY OF QUALIFICATIONS
Ms. Yung was a project manager of Leaking Underground Storage Tank Program with the Illinois Environmental Protection Agency. She has over 20 years experience in environmental consulting services. She has extensive technical and regulatory experiences in developing site characterization and remedial alternatives, performing risk-based assessments, performance of Phase I and Phase II environmental site assessments, leaking underground storage tank removals, assessments and reporting, air, land and water permitting, compliance audits and obtaining site closure from the regulatory agencies. She has managed and obtained regulatory closures for numerous projects under the Leaking Underground Storage Tank Program and the Illinois Site Remediation Program. In addition, due to her prior employment with the Illinois Environmental Protection Agency, she is very knowledgeable with state and federal environmental regulations and has front-line experience working with state and federal regulatory agencies.

EXPERIENCE
Ms. Yung has performed numerous Phase I/Phase II environmental site assessments at residential, commercial and industrial facilities and is able to identify the environmental issues and conduct soil and groundwater sampling associated with property transfers and can assist the client with problem solving and solutions.

Ms. Yung was a project manager of the Leaking Underground Storage Tank (LUST) Program with the Illinois Environmental Protection Agency. In the past 15 years, she provided project management, technical report writings (45-Day Report, Site Classification Work Plan, Site Investigation Completion Report, Corrective Action Plan and Corrective Action Completion Report) and oversight of site assessment and remediation activities for numerous LUST sites owned by big oil companies. Due to her extensive regulatory and technical experiences and her ability to understand and meet clients’ needs enables her to be instrumental in negotiating with regulatory agencies and achieving closure at LUST project sites. Ms. Yung also has performed risk-based assessments (TACO), Tier II and Tier III evaluations and groundwater modeling to evaluate risks related to environmental impact and negotiate site closure. Ms. Yung also
specializes in preparing claims for obtaining reimbursement of site assessment and remediation costs from the LUST Trust Fund. She has thorough understanding of the procedures and requirements for obtaining reimbursement. She has numerous successes in obtaining reimbursements for the clients in a timely manner.

Ms. Yung has provided comprehensive environmental consulting services to industrial clients including a nationwide transportation company and a major railroad company. Services provided including consulting on health and safety and compliance issues, storm water sampling, preparation of Storm Water Pollution Prevention Plans, Spill Prevention Control and Countermeasures Plans, air emission reports, site investigation and remediation for releases of petroleum and hazardous substances, technical reporting and regulatory closures for the releases. She was the clients’ main contact and served as regulatory advisor for the clients.

Other experiences include site assessment and site closure activities on a variety commercial, industrial and brownfield sites under the Site Remediation Program. She has strong background in the use of conventional and innovative technologies, including soil excavation, soil vapor extraction and in situ chemical oxidation. She had extensive technical experiences in preparing site investigation reports, remedial action plans and remedial action completion reports.
SALVATORE CONSALVI, P.G.
Project Geologist

EDUCATION

Purdue University: B.S. Geology

CERTIFICATION

Professional Geologist, Florida
OSHA 40-Hour HAZWOPER Training
US Forest Service Radio Operator
Wildland Firefighter Type II
Prescribed Fire Crew Member

SUMMARY OF QUALIFICATION

Mr. Consalvi is a registered Professional Geologist and has more than 15 years experience in environmental consulting services. Mr. Consalvi has extensive field experience in performing site assessments and remediation. He has performed numerous hydrogeological studies, soil and groundwater sampling, remedial investigation and feasibility studies at complex industrial and RCRA sites, leaking underground storage tank sites, landfills and naval stations. In addition to environmental investigations, Mr. Consalvi’s other expertise includes geotechnical investigations and concrete testing, aquifer testing, hydric soil investigations, wetland delineations, air sampling and asbestos abatements.

EXPERIENCE

Mr. Consalvi has performed numerous Phase I ESAs at commercial and industrial properties involving real estate transactions. Due to his vast environmental consulting experiences, he can identify recognized environmental issues and liabilities involved, and advise clients with problem solving solutions.

Mr. Consalvi has managed asbestos abatement projects in educational, commercial, and health care facilities. He collected asbestos samples and developed Operation and Maintenance Plans.

Mr. Consalvi was the field operations leader for an extensive Remedial Investigation/Feasibility Study at the US Naval Air Station. He managed field operations, conducted subsurface soil and groundwater sampling, aquifer testing, prepared investigation reports and served as the liaison for state and federal agencies. He also conducted Remedial Investigations at Glenview naval Air Station.

Mr. Consalvi has developed Post Closure Care Plans for municipal landfills in Illinois and conducted landfill closure activities.

Yung Environmental, Inc.
Mr. Consalvi has also performed numerous geotechnical investigations and concrete testing for Illinois Department of Transportation properties. Mr Consalvi’s other experiences include risk-based assessments for leaking underground storage tanks sites, hydric soil investigation for wetland delineations and waste water sampling.
Cris has nineteen years of experience in the environmental engineering field. His experience comes from both industry and consulting applications, with particular emphasis in air permitting and emission control systems. He has been involved with field investigations as well as design of soil and groundwater remediation systems including development of work plans, permit applications bid documents and documentation reports. He has also been involved with industrial ventilation and general plant engineering projects.

As Project Manager, Cris’ responsibilities are; Conducting Leaking Underground Storage Tank (LUST), Hazardous Waste and site remediation investigations and corrective actions as well as preparing the documentation reports; Phase II site investigations, managing field activities, preparing environmental reports (Tier II, Hazardous Waste, Form R), providing remediation and contractor oversight and negotiating with state agencies; Preparing annual emission inventory reports, air construction and operating permit applications, storm water and waste water discharge permit applications, as well as Title V air permitting applications for clients in various industries (foundry, metal fabricating, ink manufacturing, paint manufacturing, paper board manufacturing, petroleum distributors, printing, and coating operations).

KEY PROJECTS

Brass Foundry – Regulatory Compliance Audit/Compliance Calendar (Dubuque, Iowa). Project Manager: Performed an extensive site visit and file review along with a review of current permit requirements and a regulatory review to determine current compliance status for the facility. Based on information obtained from reviews, prepared a detailed report documenting the current compliance status of the facility. In conjunction with the report a Compliance Calendar was prepared to facilitate compliance with future, requirements, reports and environmental compliance issues.

Investment Company – LUST Site Remediation (Rockford, Illinois). Project Manager: Performed an ex-situ bio-remediation (land farming with nutrients) to clean up the site to the Illinois Environmental Protection Agency’s (IEPA) Tiered Approach to Corrective Action (TACO) clean-up objectives. Prepared the Corrective Action Completion report for submittal to the IEPA. Report was reviewed and approved by the IEPA. The completed project resulted in a clean site and a No Further Remediation Letter from the IEPA.

Casting Cleaning Company – Industrial Ventilation Design/Layout (Fort Atkinson, Wisconsin). Project Manager: Performed engineering calculations and duct sizing for the proper collection and removal of particulate matter from casting cleaning operations at the facility in order to comply with OSHA regulations. Provided engineering calculations and drawings to client for bidding purposes.

Scrap Metal Shredding Operation – Construction/Operating Permit (Southern United States). Project Manager: Prepared the construction/operating permit application for a new shredding machine and the associated baghouse. Project included assembling the required information, preparing the proper state permitting forms and performing the necessary engineering calculations for submittal to the state agency. The application resulted in a de-minimus change in the current FESOP permit for the facility.

Financial Institution – UST Removal & Site Remediation (Rockford, Illinois). Project Manager: Performed Phase II soils investigation to determine the extent of contamination from two underground storage tanks (UST) located on site. Performed a dig and haul remediation to clean up the site to the Illinois Environmental Protection Agency’s (IEPA) Tiered Approach to Corrective Action (TACO) clean-up objectives. Prepared the required 20-day and 45-day reports as well as the Corrective Action Completion report and submitted them to the IEPA. Completed project resulted in a clean site and a No Further Remediation Letter from the IEPA.

Petroleum Distributor – Groundwater Monitoring & Remediation System O & M (Northern, Illinois). Project Manager: Performed soil and groundwater investigations, prepared remedial action reports and corrective action completion reports for various petroleum facilities located throughout northern Illinois. Implemented remedial technologies including enhanced bioremediation, excavation and disposal, soil vapor extraction and air sparging. Conducted groundwater monitoring in accordance with the remedial action plans.

City/Municipality in State of Wisconsin: Performed Phase I Environmental Site Assessments on industrial park properties for the department of Economic Development; Performed Phase I Environmental Site Assessments and site cleanups for department of Community Development (turning abandoned properties into green space in local neighborhoods); Performed leaking underground storage tank site assessment, removal, remediation, groundwater monitoring and report preparation/submittal for Department of Public Works (Engineering); Performed Environmental Site Assessments and Radon gas testing for Public Housing department.
Environmental Assessments/Audits (Illinois, Indiana and Wisconsin). Managed and/or conducted over 75 pre-acquisition assessments and/or audits per ASTM requirements for various clients, including petroleum distributors, manufacturing and warehouse facilities, commercial establishments, lending institutions, investment companies and private individuals. Work included reviews of regulatory documents; on-site investigations; limited off-site investigations; and summary reports with findings, conclusions, and recommendations for environmental action concerning the subject properties.

Gray/Ductile Iron Foundry – Storm Water Discharge Permit Application (South Beloit, Illinois). Project Manager: Worked with local analytical laboratory to collect samples for analysis. Prepared site map with approximate drainage areas. Completed permit application forms and submitted the application and sampling results to the IEPA for review and approval.

Confidential Foundry Client – Construction/Operating Permit (Illinois). Project Manager: Prepared a joint construction/operating permit application for a new electric induction furnace, baghouse and gas fired air makeup unit. Project included assembling of the required information, preparing the necessary engineering calculations and the proper permit forms for submittal to the Illinois Environmental Protection Agency. The application resulted in the joint construction/operating permit being issued.

Metal Fabricator/Coating Operation – Title V Permit Application (Chicago, Illinois). Project Manager: Identified emission sources and regulated pollutants emitted. Gathered the required information, including site visits, necessary to complete the emission calculations and permit application forms. Submitted a fully detailed application to the IEPA and the local permitting authority for review and approval. Submitted updates to the application as necessary when clients’ needs changed. Submitted application and updates resulted in the receipt of a letter of completeness from the IEPA.

Metal Fabricator/Coating Operation – Wastewater Discharge Permit (Broadview, Illinois). Project Manager: Identified all sources of wastewater discharge. Assembled the required information necessary, including site visits, to complete the permit application forms for the new powder coating operation. Included contacting the equipment manufacturer for machine specific design information. Permit applications were submitted to both the IEPA and the local permitting authority for review and approval. Held many conversations with State and local permit engineer to discuss the application and permit conditions. Applications resulted in receiving the proper discharge permits from both the State and local permitting authorities.

Ink Manufacturer – State Air Construction/Operating Permit (Cincinnati, Ohio). Project Manager: Identified emission sources and pollutants. Collected the required information, including site visits, to prepare the emissions calculations and complete the permit application forms. Application was submitted to the State for review and approval. Met with the State permit engineer to review permit application and negotiate the permit conditions. Application resulted in approved construction/operating permit for the facility.


Confidential Client – Illinois Site Remediation Program - Site Investigation and Remediation System Design (Morton Grove, Illinois). Project Engineer: Assisted in the development of sampling and analysis plan for subsurface (soil and groundwater) site investigation. Performed field investigation, sampling and documentation. Assisted in the design of the soil and groundwater remediation system employed to clean up the site to IEPA cleanup objectives. Prepared bid documents and plans.

Gray/Ductile Iron Foundry – UST Removal (South Beloit, Illinois). Project Manager: Worked with contractors on the removal of numerous underground storage tanks from abandoned gas station on foundry property. Registered the tanks with the Illinois State Fire Marshall, reported leaking UST’s to IEPA and completed the required IEPA 20-day and 45-day reports associated with a leaking UST.

Metal Fabricator/Coating Operation – SARA 312 & 313 Annual Report (Chicago, Illinois). Project Manager: Collected annual raw material and chemical usage as well storage capacities in order to complete the annual community-right-to-know reports. Determined regulated materials and chemicals through regulatory review and review of MSDS’. A copy of each report was submitted to the Federal, State and Local authorities for their records and community knowledge.

Gray/Ductile Iron Foundry – Wastewater Discharge Permit (Illinois/Wisconsin). Project Manager: Identified all sources of wastewater discharge. Determined discharge flow rates. Completed the required permit application forms for each facility. Identified possible pollutants in discharge through the review of MSDS’ and sample analysis. Submitted application to the local authorities in Illinois and Wisconsin for review and approval. Applications resulted in an approved permit for each facility.

Gray/Ductile Iron Foundry – Title V Permit Application (Illinois/Wisconsin).  **Project Manager:** Identified emission sources and regulated pollutants emitted. Gathered the required information necessary to complete the emission calculations and permit application forms. Prepared applications for each facility located in Illinois and Wisconsin. Completed permit applications were submitted to the IEPA and the WDNR for review and approval.

Paint Manufacturer – Wastewater Discharge Permit (Rockford, Illinois).  **Project Manager:** Identified all sources of wastewater discharge. Determined discharge flow rates. Identified possible pollutants in discharge through the review of MSDS’ and sample analysis. Prepared permit application forms. Submitted application to the Rock River Water Reclamation District for review and approval. Met with permit engineer to review the application and permit conditions. Application resulted in an approved permit for the facility.

Gray/Ductile Iron Foundry – Equipment Installation (Illinois/Wisconsin).  **Project Manager:** Responsible for preparing project justifications, preparing project specification statements, obtaining price quotes, and selection of vendor/contractor. Duties included organizing and overseeing equipment installation and verification in order to complete projects in a timely manner. Projects included new/used equipment installations, pollution control equipment, and building additions/maintenance/repair.

Gray/Ductile Iron Foundry – SARA 312 & 313 Annual Report (Illinois/Wisconsin).  **Project Manager:** Collected annual raw material and chemical usage as well as storage capacities in order to complete the annual community-right-to-know reports. Determined regulated materials and chemicals through regulatory review and review of MSDS’. A copy of each report was submitted to the Federal, State and Local authorities for their records and community knowledge.

Metal Fabricator/Coating Operation – State Air Construction/Operating Permit (Broadview, Illinois).  **Project Manager:** Identified emission sources and pollutants. Collected the required information, including site visits and conversations with the equipment manufacturer, to prepare the emissions calculations and complete the permit application forms. Application was submitted to the IEPA and the local permitting authority for review and approval. Both applications resulted in approved construction/operating permits for the facility.

Ink Manufacturer – Regulatory Review and Permitting Strategies – (Various States).  **Project Engineer:** Worked with ink manufacturing operations to develop Title V and State air permitting strategies for multiple facilities located in 14 different states. Prepared and documented regulatory reviews for each state.

Metal Fabricator/Coating Operation – Annual Emissions Report (Chicago, Broadview and Naperville, Illinois).  **Project Manager:** Collected annual production data, chemical usage, raw material usage and coating usage. Completed the necessary emission calculations for each regulated pollutant emitted. Completed emissions report and submitted it to the State agency.

Paint Manufacturer – Equipment Installation – (Rockford, Illinois).  **Project Manager:** Responsible for preparing project justifications, preparing project specification statements, obtaining price quotes, and selection of vendor/contractor. Duties included organizing and overseeing equipment installation and verification in order to complete projects in a timely manner. Projects included new/used equipment installations, pollution control equipment, and building additions/maintenance/repair.

Printing Industry of Illinois – Compliance Manual (Chicago, Illinois).  **Project Engineer:** Co-author of compliance manual for the Printing Industry of Illinois. Manual was written to help printers in the state of Illinois with environmental compliance issues. Participated in training and information conferences held throughout the state.

**EDUCATION/TRAINING**

**Bachelor of Science**  
Mechanical Engineering  
University of Wisconsin-Platteville, 1990

**Associate of Science**  
General Engineering  
Rock Valley College, 1987

- OSHA 40-Hour Hazardous Materials & Site Investigation Course
- OSHA 8-Hour Site Supervisor/Refresher Course
- OSHA Confined Space Entry Trained

**REGISTRATION AND CERTIFICATION**

Licensed Professional Engineer – Wisconsin, Illinois, Indiana & Arkansas  
Certified Site Assessor – State of Wisconsin  
PEFCA Registered Consultant – State of Wisconsin
PUBLICATIONS


PROFESSIONAL AFFILIATIONS

Member of American Foundry Society, Stateline Chapter, Chapter Board Member (Education/Environmental Liaison)
Member of American Foundry Society 10E (Air Quality) & 10F (Water & Waste) Environmental Committees
Illinois Society of Professional Engineers (ISPE)
National Society of Professional Engineers (NSPE)
RENEE HIX MAYS
Project Manager

EDUCATION

Master of Business Administration -- Management; Illinois Benedictine University, Lisle, IL.
Bachelor of Science -- Biology; University of Illinois at Urbana-Champaign.

CERTIFICATION

40 hour OSHA HAZWOPER Training
8 hour Refresher Training

SUMMARY OF QUALIFICATIONS

Environmental management and communications professional with over 25 years of experience specializing in environmental site assessments (ESA), regulatory compliance, research and technical report writing. She has performed numerous Phase I and Phase II ESAs, leaking underground storage tanks assessments and reporting, site remediation program projects at a variety of commercial and industrial sites. Co-author of technical compliance manuals on environmental topics and a book on environmental community relations.

PROFESSIONAL EXPERIENCE

TECHNICAL & REGULATORY COMPLIANCE:

- Performed Phase I Environmental Site Assessments in compliance with ASTM and USEPA’s AAI standards. Conducted on-site visits, provided historic data research and review, and prepared reports and recommendations for banks, private clients, developers, and realtors. Sites assessed ranged from small commercial properties to large RCRA facilities. Performed Phase II site investigation activities including preparation of plans and reports, evaluation of sampling plans, and data QA/QC.

- Conducted leaking underground storage tank projects including preparation of 45-day Report, Site Classification Work Plan and Budget, Stage 1, 2 and 3 Site Investigation Work Plans and Budget, Site Investigation Completion Report, Corrective Action Plans and Corrective Action Completion reports. Provided data assessment, technical overview of plans and reports, and determined necessary reporting requirements.

- Conducted investigations and prepared reports for facilities enrolled in the IEPA’s Voluntary Site Remediation Program. Coordinated with site owners, operators, and managers from the initial site identification through the Comprehensive or Focused Site Investigation process to finalization of the Remedial Action Completion report. Responsible for preparation and submittal of reports, laboratory data assessment, and documentation.

- Worked with business owners and management in assessing facility operations, chemical storage, and handling activities for the preparation of Storm Water Pollution Prevention Plans and Spill Prevention Control and Countermeasures Plans for a variety of industries and locations.
Conducted and administered company-wide Health & Safety and Training Programs for company employees working at hazardous waste sites. Created corporate environmental management and training Standard Operating Procedures including materials related to health and safety, environmental sampling and inspection methodology, and regulatory compliance issues.

Prepared Remedial Investigation/Feasibility Study reports for sites on the IEPA’s State Remedial Action Plan list and a U.S. Naval Air Station facility. Prepared and implemented environmental soil, surface water, and groundwater sampling protocols; supervised sampling personnel and coordinated sampling projects.

Directed environmental division personnel and was responsible for management of environmental contracts, proposals and bids, and contract negotiations.

PUBLICATIONS, TECHNICAL WRITING & COMMUNICATION:


Assisted in preparation of community relations plans, community assessments, Questions and Answers, and Fact Sheets relating to permitting, siting, investigation, and cleanup activities at sites for use in briefings and meetings with public officials and residential neighbors. Communicated with corporate, line personnel, regulatory officials, residential neighbors, and others in the course of community related activities.

Participated in seminars, prepared and presented lectures on environmental management and regulatory compliance issues for the Chemical Industry Council of Illinois, the Realtors Association of the Western Suburbs, Three Rivers Manufacturing, and others.
## COMPARISON OF ESTIMATED TAX ASSESSMENTS AT 1459 ELMWOOD, EVANSTON

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<tbody>
<tr>
<td></td>
<td>RECEIVES CLASS C INCENTIVE AND IS REMEDIATED</td>
<td>ASSESSMENTS - BLDG LEASED IN YEAR 2</td>
<td>$63,620</td>
<td>$182,100</td>
<td>$182,100</td>
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<td>NET ASSESSMENTS</td>
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<td>CLASS C - ADDITIONAL TAX ASSESSMENT RELATIVE TO 100% VACANT BUILDING</td>
<td>-$38,172</td>
<td>$9,220</td>
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<td>$45,640</td>
<td>$82,060</td>
<td>$172,508</td>
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TOTAL INCREASE IN TAX ASSESSMENTS OF CLASS C INCENTIVE = $172,500

Information is subject to verification and no liability for errors or omissions is assumed.
CLASS C
ELIGIBILITY BULLETIN

Incentive Benefits

The Class C classification is designed to encourage industrial and commercial development throughout Cook County by offering a real estate tax incentive for the remediation of contaminated properties including abandoned property or vacant land. Such remediation will improve the health and safety of the County’s residents and may result in an increase of the County’s tax base and employment opportunities.

Under the incentive provided by Class C, industrial and commercial real estate would be eligible to apply for the Class C level of assessment from the date of receipt of a “No Further Remediation Letter” confirming achievement of remediation objectives based on the industrial or commercial use. The incentive level of assessment of qualifying properties will extend to both the land and other structures in their entirety. To qualify for the Class C classification, an application must be made within one year of the receipt of the “No Further Remediation Letter.” Industrial and commercial properties receiving the initial Class C will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. For industrial property, the incentive may be renewed during the last year a property is entitled to a 10% assessment level up until expiration of the incentive. The incentive constitutes a substantial reduction in the level of assessment and results in significant tax savings. In the absence of this incentive, industrial and commercial real estate would normally be assessed at 25% and 25% of their market value, respectively.

Eligibility Requirements

Real estate is eligible for Class C status under the following conditions:

1. The real estate must be used primarily for industrial or commercial purposes.

2. The real estate, because of contamination, has undergone environmental testing and remediation and is in receipt of a “No Further Remediation Letter” from the Illinois Environmental Protection Agency’s Site Remediation Program.

3. An Eligibility Application and supporting documents have been timely filed with the Office of the Assessor according to deadlines as set forth in the "What Must Be Filed" and "Time for Filing" sections of this Bulletin.

4. The municipality in which such real estate is located (or the County Board, if the real estate is located in an unincorporated area) must, by lawful resolution or ordinance, expressly state that it supports and consents to the filing of a Class C Application and that it finds Class C necessary for development to occur on the subject property.
5. The present owner(s) must successfully demonstrate that they were not responsible, directly or indirectly, for the contamination which was remediated pursuant to a Site Remediation Program.

6. Remediation costs, including site investigation, testing, oversight, remediation and removal costs, monitoring, and engineering and legal fees associated with the remediation process, must total at least $100,000 or alternatively, must total at least 25% of the market value of the real estate as determined by the Assessor’s property record card in the year prior to the remediation.

The following definitions, as set forth in Section 1 of the Cook County Real Property Assessment Classification Ordinance, pertain to the Class C incentive provision:

**Industrial purposes:** "Any real estate used primarily in manufacturing ... or in the extraction or processing of raw materials unserviceable in their natural state to create new physical products or materials, or in the processing of materials for recycling, or in the transportation or storage of raw materials or finished or partially finished physical goods in the wholesale distribution of such materials or goods for sale or leasing."

**Manufacturing:** "The material staging and production of goods used in procedures commonly regarded as manufacturing, processing, fabrication, or assembling which changes existing material into new shapes, new qualities, or new combinations and including research and development associated with the production of goods."

**Commercial purposes:** “Any real estate used primarily for buying and selling of goods and services, or for otherwise providing goods and services, including any real estate used for hotel and motel purposes.”

**Site:** “The real estate which is remediated and developed for industrial or commercial use. The site must be identified by property index number, and must be delineated by an accurate legal description if it comprises less than the whole of any parcel at the time of application.”

**Site Remediation Program:** “Remediation of the site as appropriate for the planned industrial or commercial use, according to a Remedial Action Plan approved by the Illinois Environmental Agency (IEPA), pursuant to its Site Remediation Program, under the authority of Title XVII of the Illinois Environmental Protection Act (415 ILCS 5/58, et seq.).”

**No Further Remediation Letter:** “A letter from the IEPA, addressing the entire site, approving or approving with conditions a Remedial Action completion report.”

**What Must Be Filed**

In the case of real estate rehabilitation or new development, an applicant has one year from the receipt of a “No Further Remediation Letter” to file 1) a Class C Eligibility Application with supporting documents and information and 2) a certified copy of an ordinance or resolution adopted by the municipality in which the real estate is located (or with the County Board, if the real estate is located in an unincorporated area), expressly stating that it supports and consents to the filing of a Class C application and that it finds Class C necessary for the development to occur. The owner has one year from filing to commence construction. When construction is complete or substantial occupancy has occurred, the owner must file an “Incentive Appeal Form” for reclassification.
In the case of an operating establishment, the owner has one year from receipt of the “No Further Remediation Letter” to file 1) a Class C Eligibility Application with supporting documents and information and 2) a certified copy of an ordinance or resolution adopted by the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) expressly stating that it supports and consents to the filing of a Class C Application and that it finds Class C necessary for the operation of the subject property. At this time, the owner must also file 3) an “Incentive Appeal Form” to reclassify the property.

The following items are supporting documents and information that must be included in the Class C Eligibility Application:

1. The full legal name, title, company, street address, city, state, ZIP code and telephone number of the owner.

2. Identify all property index numbers (PINs) at the site and specify remediated PINs.

3. The remediation site base map must be of sufficient detail and accuracy to show all of the following:
   A. A distance of at least 1,000 feet around the remediation site at a scale no smaller than one inch equal to 200 feet;
   B. Map scale, north arrow orientation, date, and location of the remediation site with respect to township, range and section;
   C. Approximate boundary lines of the remediation site, with the owners of adjacent properties clearly indicated, if reasonably identifiable;
   D. Surrounding land uses (e.g., residential property, industrial/commercial property, agricultural property, and conservation property).

4. Identify the current and post-remediation uses of the remediation site.

5. Submit a complete copy of the “No Further Remediation Letter” and attachments as received from the Illinois Environmental Protection Agency (IEPA).

6. Submit by affidavit itemized remediation costs, noting all costs incurred at the IEPA, all remediation and removal costs, all monitoring and engineering costs, and all legal fees.

No final action on a request for reclassification to Class C will be taken until an Appeal and Eligibility Application, along with the required documentation as described therein, are completed and filed with the Office of the Assessor.

In addition, during the term of the incentive, the Class C recipient must file a triennial affidavit attesting to the use of the property and the number of workers employed at the Class C site. The Assessor will mail Class C recipients the affidavit forms at the time of their triennial reassessments. The affidavit must be signed, notarized and returned to the Assessor within three weeks. Failure to file the triennial affidavits within that time will result in the loss of the incentive.
**Time for Filing**

In all instances, owners must file an application for Class C within one year of receipt of a “No Further Remediation Letter” from the IEPA’s Site Remediation Program. The owner must submit all items listed in “What Must be Filed” in this bulletin.

Class C is renewable (for industrial property only) during the last year in which a property is entitled to a 10% assessment level and up until the expiration of the incentive by filing a renewal application and a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located (or by the County Board, if located in an unincorporated area of Cook County), expressly stating that it supports and consents to the renewal of the Class C incentive and that it has determined that the industrial use of the property is necessary and beneficial to the local economy. The notice of intent to request renewal will be forwarded by the Assessor’s Office to the Cook County Board. The owners must notify the Assessor’s Office of their intent to request renewal at the time they request a resolution or ordinance agreeing to the renewal from the municipality or County Board. The number of renewal period requests is not limited. For commercial properties, once the original twelve-year incentive period has expired, the commercial Class C incentive will expire. The incentive classification will not be subject to renewal.

Questions regarding Class C may be directed to the Development Incentives Department of the Office of the Cook County Assessor, Room 301, 118 North Clark Street, Chicago, Illinois 60602, (312) 603-7529.
Consideration of Request from Evanston Community Development Corporation
To: Chair and Members of the Economic Development Committee  

From: Nancy Radzevich, Economic Development Manager  

Subject: Financial Assistance for Evanston Community Development Corporation (ECDC) for Short-term Contract Staff Person for Operational and Administrative Support  

Date: March 22, 2012  

Recommendation:  
Staff supports a recommendation from the Economic Development Committee to the City Council to provide financial assistance in the amount of up to $50,000 to ECDC for a short-term contract staff person who will provide operational and administrative support to the Board as they continue with renewal and rebranding efforts. The funding is proposed to cover one contract staff / consultant for up to a nine month period, generally starting between April 23-May 1, 2012 and terminating on January 21-31, 2013.  

Funding Source:  
Staff recommends splitting the financial assistance as follows:  
- Up to $30,000 from the Economic Development Fund – Economic Development Partnership Contribution (5300.62659); the approved 2012 budget included $30,000 for ECDC assistance out of the total $280,000 budgeted in this fund; and  
- Up to $20,000 from West Evanston Tax Increment Financing (TIF) District – Other Charges (5870.62605); the approved 2012 budget for the West Evanston TIF includes $1,690,000, of which $490,000 is carried over from FY2011, for Economic Development Projects.  

To date a total of $34,250 has been spent and a total of $63,500 has been committed out of the Economic Development Fund – Economic Development Partnership Contribution (5300.62659) and a total of $9,125 has been spent and a total of $525,450 has been committed out of the West Evanston Tax Increment Financing (TIF) District – Other Charges (5870.62605).
**Background:**
The Evanston Community Development Corporation (ECDC), a small, community based nonprofit 501c(3), was established in 2003 in response to the interest in development and redevelopment of the Westside of Evanston. As part of their mission, ECDC seeks to serve as a catalyst for positive change by assisting residents to build personal assets, helping businesses to grow and expand, and aiding in the revitalization of the west side of Evanston.

Over the course of 2010-2011, ECDC Board members realized the need to reassess their mission and the effectiveness of the organization – specifically to look at narrowing ECDC’s focus and increase the depth of their Board. Over the course of the past year or so, ECDC Board members have been working on revalidating the organization’s mission and value statement and at developing a strategic plan. Specifically, the Board has had a number of strategic planning retreats, facilitated by a consultant, to help them develop a set of “imperatives” (objectives). These include:

- reestablishing a renewed Board of Directors through recruitment of new members – with special attention to their experiences, skills and capacity/willingness to serve on the Board,
- transforming and rebranding the organization;
- significantly improving the operating and financial performance;
- developing a strategic plan based on core components – initially, the Board has determined that the two most important topics/programs on which they plan to focus are the microenterprise program and urban gardening (including the West End Market); and
- Leveraging partnerships with key members of the community (the City, Northwestern University, banks, Technology Innovation Center, etc.) as a means to get assistance for west side business, that are beyond ECDC’s core focus.

The attached request from ECDC provides additional information on the Board’s efforts to date and projected schedule for completing milestones for each imperative.

Staff supports their efforts to narrow their focus, renew their board, and generally to transform and rebrand their organization. In addition, staff supports their efforts to improve their operating and financial performance, and their desire to diversify their funding sources for operational and programmatic efforts.

**Proposed Request:**
As the ECDC Board is moving forward on their renewal/rebranding efforts and developing their strategic plan, they expressed a need for organizational and administrative staff support. Since they are not prepared to actually hire staff, ECDC is looking for financial assistance to hire a short-term, contract staff person. As per the attached, it is expected that this person will not only help with rebuilding and administration of the two core programs, administration of current grants, applications for future grants, follow up on existing loans, and establishment of regular reporting schedules for grant compliance, but also to set up internal procedures/guidelines such
work for future staff and/or new Board members and assist the Board as needed in completing their reorganization process. At the conclusion of the 9 month period grant, ECDC expect to have the following outcomes established/completed by the contract staff person/consultant:

- Identify and enroll at least 9 businesses that need assistance into the Microenterprise program and develop draft plans for each to provide long term sustainability;
- Re-establish the micro-enterprise loan program, update as needed program guidelines and applications, develop outreach/marketing program.
- Complete the internal procedure manual for the microenterprise and microloan programs
- Complete Internal procedure manual for the monitoring and administration of the grant applications, financial records, and schedules filing required documents, to ensure compliance with requirements of relevant specific local, county, state and federal grant program requirements
- Successfully oversee operations and administration of West End market for 2012 season – develop marketing program to increase participation by vendors and visitors.
- Complete draft strategic plan for Urban Garden and West End Market initiatives; complete internal procedures for administration and oversight of the West End market and related Urban Garden activities
- Complete review of financial monitoring programs and develop internal procedure guide for tracking of and reporting on all existing and future loan and grant programs
- Complete updated documents, as needed, reflecting renewed Board membership, subcommittees, updated ECDC mission statement and draft strategic plan for ECDC
- Updated website with all new Board members listed, updated vision and mission statements, new applications/guidebooks and additional marketing materials;
- Develop list of potential private and partner resource partners, and established protocol program for referrals and/or partnerships;
- Identification of alternate funding sources, beyond the City of Evanston, for future diversified sustainability of the organization;

Staff recommends that in addition to alternate public funding source, that the contract staff person specifically work with ECDC board members to identify additional private funding sources to further help diversify and sustain the operational and programmatic aspects of ECDC longer-term.
Staff Recommendation:
Staff recognizes the importance of the having a partner on the west side for assistance with small west side entrepreneurs, particularly for the administration of small ($5,000 or less) microloan fund program, which otherwise cannot be administered by the City, as well the urban garden initiatives. Staff also supports ECDC efforts to narrow their focus, renew and expand their Board membership, and their desire to work with existing public/private partners through the City to afford duplication of efforts and expertise. As such, staff recommends approval of up to $50,000 for the hiring of a short-term contract staff person or consultant, based on the deliverables listed above, with the following suggested conditions:

1. The funding shall be used for one full-time, temporary contract staff person or consultant with experience in administration and operation of non-profit agency programs and office management, or comparable experience, for a period of nine months, at a rate of approximately $5,555.55 per month. The total grant should not exceed $50,000.

2. Grant money will be paid in two installments. The first installment to be paid to ECDC on the date of the first day of work for the contract staff person or consultant and upon receipt by the City of successful candidate’s consultant’s resume and signed contract agreement. The value of the first installment payment shall be ½ of total contract or $25,000 whichever is less. The second and final installment for the balance of the total contract shall be paid to ECDC by September 1, 2012 or after receipt of mid-point report, as described in condition 6., below, whichever is earlier.

3. The contract staff person is intended to provide day-to-day support and administration for the operation of the ECDC programs and implement process and organizational improvements and manuals, as described in this staff report, and further described the March 20, 2012 funding request letter from Mr. Bill Smith, Chairman, Board of Directors of ECDC.

4. ECDC shall openly advertise for the qualified contract staff person or consultant, and make best effort to hire an Evanston resident or Evanston based consultant, as long as such candidate or consultant is deemed highly qualified.

5. Members of the ECDC Board shall provide at least two reports to the Economic Development Committee – a mid-point and final report – on the status of the completion of the deliverables listed above and included in the attached March 22, 2012 funding request letter from ECDC.

a) The first “mid-point” report should be filed with the Economic Development staff no later than August 29, 2012, for presentation at the September 5, 2012 Economic Development Committee meeting and should outline all accomplishments, successes, etc. established by the contract staff person and the Board through August 24, 2012.
b) The final report should be filed no later than ten working days after completion of the contract work, and should provide an overview of all accomplishments, successes, etc. established by the contract staff person and the Board through the nine-month contract period.

6. If the contract is terminated early and/or if the total end contract amount for services is less than original contract value, ECDC shall refund balance of grant to the City no later than 10 working days after completion of contract.
March 20, 2012

To: Economic Development Committee

From: Evanston Community Development Corporation

Evanston Community Development Corporation (ECDC) is requesting a one-time grant of $50,000 to contract for program services to implement process and organization improvements and generally help to get the organization back on the right track, operationally. We expect the engagement to start between April 23rd – May 1st and finish around January 21st - January 31st.

The Evanston Community Development Corporation was established as a not-for-profit community based organization in 2003 in response to the interest in development and redevelopment of the Westside of Evanston. ECDC has served as a catalyst for positive change and its program and services are designed to assist residents to build personal wealth, and businesses to grow and expand. ECDC has been and is still dedicated to the revitalization of the Westside for the Greater Good of the community.

Since 2003 ECDC has had a number of successes including providing GED training, Computer training, Business Mentoring, managing and providing oversight for the Westend Market, providing the framework and support for start-up businesses to get access to funding and training dollar such as;

- Evanston Community Builders, Inc. which has grown from a construction trade training organization for young people with significant barriers to employment, to a multi-faceted General Contracting Company which provides New Construction, Renovation, Remodeling, Hazmat Remediation, Solar Thermal and Solar Photovoltaic installations;
- The Evanston Rebuilders’ Exchange;
- Second/Chance-New Leaf Urban Gardens;
- Now We’re Cooking
- Queen Bee Bakery
- Several other small businesses which have received funding support and mentoring through ECDC.
During 2010 and into 2011, the Board recognized the need to reassess ECDC’s mission and the effectiveness of the organization and its leadership in achieving it. This reassessment resulted in the Board understanding that its scope and depth needed to be refined such that the organization could do fewer things better, basically narrow the scope and increase the depth. The Board also recognized that a change of the magnitude that was needed had to be done sensitively and in a way that was consistent with the organization’s mission and stakeholders expectations.

During this period, the Board was also working diligently to identify and hire an Executive Director. Although the Board identified and reached tentative agreement with a top candidate, the lack of funding precluded the Board from executing the agreement.

ECDC reached out to one of its strategic partners for help in facilitating the Board’s need to revalidate the organization’s mission and value statement and create strategies to successfully achieve its mission. The Board, in concert with its consultant, deferred action on the ED search until after the scheduled Strategic Planning retreats.

The Board was guided through several Strategic Planning Retreats, facilitated by one of the top consultants in the area. He is the former president of the locally based Alford Group (nationally renowned consulting firm), a highly respected local minister, a North Park University Trustee, an adjunct professor at University of Chicago and DePaul University, and is actively involved and concerned about the Greater Good of the community.

Some key outcomes (imperatives) from those sessions were that moving forward the Board needs to direct its attention towards implementing some ‘Best Practices’.

- Approve a clearly stated charitable mission in pursuit of the Greater Good
- Restate the Board Policy to insure that the role, responsibilities, selection and tenure of the Board members are clearly stated in the Policy documents and understood by all Board Members.
- Assure that Board Members are competent, knowledgeable and sufficiently diverse in point of view and experience so as to provide credible and effective oversight of all aspects of ECDC’s work
- Implement a process to regularly assess ECDC’s mission and the effectiveness of the organization and the leadership in achieving it.
- Assure that every member of ECDC’s Board is responsible for the organization and each member acts at all times in an ethical manner and in the best interest of ECDC.
- Assure that ECDC’s Board and staff know and comply at all time with all federal, state and local laws, regulations and fiduciary responsibilities.
In addition, the Board was directed in the creation of a **Call to Action Plan** to get the entire Board involved in the immediate need to address the operational and financial needs of the organization. This plan calls for the board to:

- Establish a Re-newed Board of Directors (Complete 7/1/2012)
  - Increase the Board to 20 members giving special attention to the experience, skill set, capacity and willingness to serve within the rebranded framework.
  - Seek input on potential Board members from our strategic partners.
  - Interview potential new members and fast track their board membership.

- Transform and Rebrand the organization as a ‘Coalition of people for the Greater Good’ (Complete 12/2012)

- Improve operating and financial performance significantly (On-going... achieve significant milestones by 12/2012)

- Design a strategic plan around our core competencies and focus initially on topics that are most important and relevant to our constituency.
  - Fine tune and ramp up the **Microenterprise Program** which includes the **Microloan Fund**. (Achieve significant milestones no later than June 15th which includes follow up on existing loans, updates to any loan documents, program guides, and initiation of active outreach/marketing efforts )
  - Implement a more comprehensive **Urban Gardening --Westend Market** program (Complete 10/15/2012)
  - Provide oversight and get the **Dodge Street Merchants Association** functioning as designed. (Complete 5/20/2012)

- Increase the Board’s leverage by creating strategic partnerships and symbiotic relationships (e.g. City, LEND, Northwestern, Banks, Technology Innovation Center, YJC, Churches, etc.) to help provide services that are badly needed but are outside of our core competency. *(On-going—achieve significant milestones by 6/2012)*
The above page from the Board’s “Rebranding” blueprint provides insight into challenges for the Board tackling Governance, Programming, Revenue Increase and diversification needs.

In addition to facilitating the Board Strategic Planning Retreats, our consultant has agreed to continue to work with ECDC on Board Development and other Rebranding strategies.

Since the Strategic Planning sessions:

The Board has continued to meet, realign Board leadership, task members and committees to care for certain organizational and/or clerical functions.

The Board has met a number of times to assign certain strategies and tactics to certain Board Committees and Board Members for follow-up and implementation.

The Executive Committee has met with several potential board members and reached agreement on going forward with 4 potential new members.

The Executive Committee has met with strategic partners and developed some frameworks for working together and possible collaboration on joint grant proposals.

Strategic partners have been asked to submit recommendations for new board members, and the Board has amassed an impressive list of potential new members.

Executive Committee and Finance Committee have met numerous times together and with Strategic Partners to resolve some of the outstanding documentation issues.
We are seeking to contract for services such that at the conclusion of the 9 month period grant, ECDC expect to have the following outcomes established/completed by the contract staff person/consultant:

- **Identify and enroll at least 9 businesses that need assistance into the Microenterprise program and develop draft plans for each to provide longer term sustainability;**

- **Re-establish the micro-enterprise loan program, update as needed program guidelines and applications, develop outreach/marketing program.**

- **Complete the internal procedure manual for the microenterprise and microloan programs**

- **Complete Internal procedure manual for the monitoring and administration of the grant applications, financial records, and schedules filing required documents, to ensure compliance with requirements of relevant specific local, county, state and federal grant program requirements**

- **Successfully oversee operations and administration of West End market for 2012 season – develop marketing program to increase participation by vendors and visitors.**

- **Complete draft strategic plan for Urban Garden and West End Market initiatives; complete internal procedures for administration and oversight of the West End market and related Urban Garden activities**

- **Complete review of financial monitoring programs and develop internal procedure guide for tracking of and reporting on all existing and future loan and grant programs**

- **Complete updated documents, as needed, reflecting renewed Board membership, subcommittees, updated ECDC mission statement and draft strategic plan for ECDC**

- **Updated website with all new Board members listed, updated vision and mission statements, new applications/guidebooks and additional marketing materials ;**

- **Develop list of potential private and partner resource partners, and established protocol program for referrals and/or partnerships;**

- **Identification of at least three possible alternate funding sources, beyond the City of Evanston, for future diversified sustainability of the organization;**
If this grant proposal is successful and funded, it is the Board’s intention to contract for the services within 30 days of funding notification.

We thank you for your attention and support. We feel the success of our organization is important and its partnership with the City will help bridge some pathways to change in ways that are for the Greater Good.

Bill Smith, Jr.
Chairman, Board of Directors
COMMUNICATIONS
### MONTHLY RETT REPORT FOR FEBRUARY 2012

**DATE:** MARCH 2, 2012  
**TO:** Mayor and Aldermen  
**FROM:** Rodney Greene, City Clerk  

**SUBJECT:** RETT Report--February 2012

### Budget 2012  
$1,725,000

<table>
<thead>
<tr>
<th>Month</th>
<th>Amount</th>
<th>Transactions</th>
<th>Month</th>
<th>Amount</th>
<th>Transactions</th>
</tr>
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<tbody>
<tr>
<td>March</td>
<td>76,152</td>
<td>52</td>
<td>January</td>
<td>113,540</td>
<td>57</td>
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<tr>
<td>April</td>
<td>121,018</td>
<td>70</td>
<td>February</td>
<td>113,355</td>
<td>37</td>
</tr>
<tr>
<td>May</td>
<td>221,970</td>
<td>82</td>
<td>March</td>
<td>226,895</td>
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</tr>
<tr>
<td>June</td>
<td>160,925</td>
<td>86</td>
<td>April</td>
<td></td>
<td></td>
</tr>
<tr>
<td>July</td>
<td>538,824</td>
<td>116</td>
<td>May</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aug</td>
<td>209,942</td>
<td>96</td>
<td>June</td>
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</tr>
<tr>
<td>Sept</td>
<td>136,759</td>
<td>71</td>
<td>July</td>
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<tr>
<td>Oct</td>
<td>273,326</td>
<td>55</td>
<td>August</td>
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<tr>
<td>Nov</td>
<td>100,720</td>
<td>52</td>
<td>September</td>
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<tr>
<td>Dec</td>
<td>130,480</td>
<td>57</td>
<td>November</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>December</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

February 2012 revenues were reduced to reflect this expenditure:  $10 Cook County Recorder of Deeds

<table>
<thead>
<tr>
<th>Date</th>
<th>Address</th>
<th>Amount</th>
<th>Tax</th>
<th>Seller</th>
<th>Buyer</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/07/12</td>
<td>1128 Forest</td>
<td>$2,050,000</td>
<td>$10,250</td>
<td>Frankel; Buyer: Forest Avenue Trust</td>
<td></td>
</tr>
<tr>
<td>02/15/12</td>
<td>1629 Judson</td>
<td>$1,200,000</td>
<td>$6,000</td>
<td>Brown; Buyer: Bropi LLC</td>
<td></td>
</tr>
<tr>
<td>02/17/12</td>
<td>1221 Michigan</td>
<td>$1,100,000</td>
<td>$5,500</td>
<td>Cummins; Buyer: Frank</td>
<td></td>
</tr>
<tr>
<td>02/17/12</td>
<td>1717 Ridge</td>
<td>$5,000,000</td>
<td>$25,000.00</td>
<td>Series DD of IBT Holdings, Inc; Buyer: Evan Venture</td>
<td></td>
</tr>
<tr>
<td>02/24/12</td>
<td>2636 Walnut</td>
<td>$1,225,000</td>
<td>$6,125</td>
<td>Kornbluh; Buyer: Chiss</td>
<td></td>
</tr>
<tr>
<td>02/28/12</td>
<td>140 Chicago</td>
<td>$1,225,000</td>
<td>$6,125</td>
<td>Marquette Bank Trust #17066; Buyer: Karim LLC</td>
<td></td>
</tr>
<tr>
<td>02/28/12</td>
<td>2323 Lawndale</td>
<td>$1,465,000</td>
<td>$7,325</td>
<td>Rodgers/Summerville; Buyer: Fennell</td>
<td></td>
</tr>
</tbody>
</table>

NSP2 sales = $0; CUMULATIVE $5,539,735
## Economic Development – MARCH UPCOMING MEETINGS & EVENTS

<table>
<thead>
<tr>
<th>Group</th>
<th>Event Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Howard Street Business Association</td>
<td>The next Howard Street Business Association will be on March 13, 2012.</td>
</tr>
<tr>
<td>Evanston West Village Business Assoc. (EWVBA)</td>
<td>The EWVBA is planning to meet in March, as they are currently planning their “Makin’ It Happen” Event.</td>
</tr>
<tr>
<td>WestEnd Business Association</td>
<td>The next meeting is scheduled for March 27, 2012 at Thermal Laminating</td>
</tr>
<tr>
<td>Joint Economic Development Meeting</td>
<td>The Joint Economic Development Meeting is a meeting of representatives from Evanston’s business and merchant groups. The next meeting is scheduled for March 21, 2012 at 8:00am. This meeting will be hosted by Technology Information Center located at 820 Davis Street, Evanston, IL 60202.</td>
</tr>
<tr>
<td>Economic Development Committee</td>
<td>The date of the next EDC meeting is March 28, 2012 at 7:30pm in room 2200.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Economic Development Committee</th>
<th>The EDC met on February 22, 2012. The agenda included:</th>
</tr>
</thead>
<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. Discussion on the future location of Economic Development Committee Meetings.</td>
</tr>
<tr>
<td></td>
<td>Old Business: A. Consideration of Proposed Façade Improvement Program Revisions – EDC moved to approve the recommended changes unanimously.</td>
</tr>
<tr>
<td></td>
<td>New Business: A. Discussion of the City’s Economic Development Plan – EDC voted unanimously in favor of recommending adoption of the plan to City Council. B. Consideration of Request for Loan from Tom Fischl (Ofischl Sports) – the applicant requested deferment of action to allow him to make a formal presentation to the Committee; EDC voted unanimously in favor of deferring this project until the March 28, 2012 EDC meeting and suggested that, prior to the next meeting, the applicant respond to questions raised in the Staff memorandum.</td>
</tr>
<tr>
<td>New Business Openings, Expansion, and/or Relocations</td>
<td>Several new businesses have opened in Evanston recently including, but not limited to: All State Insurance (909 Foster Street), Creperie Saint-Germaine (1512 Sherman Avenue), Dream Logic Theatre Group (“Pop-Up” Theatre at 620 Davis Street), Delbe’s Corner (1100 Davis Street), Oliver’s Trains and Toys (2002 Central Street). In addition, on February 29th, Mather Lifeways celebrated the opening of their second tower at Davis and Hinman.</td>
</tr>
<tr>
<td></td>
<td>Acquirent, LLC., a leading provider of outsourced sales solutions for middle market to Fortune 500 companies, is moving from two different buildings to one floor at 1603 Orrington Avenue. This new office will allow all 70 of their employees to be on one sales floor. Check out the <a href="#">video</a> of a walking tour of their new space.</td>
</tr>
<tr>
<td>Evanston-based Business Directory</td>
<td>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:</td>
</tr>
</tbody>
</table>
Staff is working to regularly update the list as information changes and new information becomes available.

Larger scale Development Sites and “Prospects” (General – see also some specific examples below)

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.

Small Business Assistance

The City of Evanston and SCORE Representative are beginning to plan the next Small Business seminar, tentatively planned for late April/early May. 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 potential businesses ranging from cafes and restaurants to retailers, small office users and entertainment uses. To date, staff is working with over 35 leads for potential new businesses.

Facade Improvement Program

At the February 22, 2012 Economic Development Committee meeting, Staff brought forward several recommended revisions to the façade improvement program for recommendation to the City Council. 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, making enhancements to the City’s webpage, and permitting partial payments for more extensive projects. 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 voted to recommend the proposed changes unanimously (7-0).

Great Merchant Grant Program

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 March or April 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>The TIF Loan and Sale Agreement have been signed by both parties. Surveyor procured, and Title work has been ordered. Aiming for mid to late March closing.</td>
</tr>
<tr>
<td>Address</td>
<td>Description</td>
<td>Status</td>
<td>Notes</td>
<td></td>
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<tr>
<td>--------------</td>
<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>1708-1710 Darrow</td>
<td>City-owned properties demolished late 2011.</td>
<td>N/A - no defined plan yet for redevelopment</td>
<td>The buildings were demolished late 2011, the contractor recently completed their list of outstanding &quot;punch list&quot; items. The final invoice has been received; Staff will close out this project on that invoice is processed.</td>
<td></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>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>
<td></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>14,000 19,000</td>
<td>Staff continues to have conversations with property owner about potential business prospects.</td>
<td></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>90,000 30,424</td>
<td>Staff continues to work with the developer to identify potential tenants that could locate in this building.</td>
<td></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 11,000</td>
<td>Environmental Phase II scheduled to be completed March 9, 2012. 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>
<td></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 15,825</td>
<td>Environmental Phase II scheduled to be completed March 9, 2012. 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>
<td></td>
</tr>
<tr>
<td>Site Description</td>
<td>Details</td>
<td>Status</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. TPD 20,225.</td>
<td>Staff is working with the local broker and identifying national brands restaurants suitable for the space. Yum! is asking $750,000 for the property. Broker indicated strong interest from a food user.</td>
<td></td>
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</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. Na 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>
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</tr>
<tr>
<td>629-631 Howard Street</td>
<td>The City is working with the owners/operators of wine bar/cocktail lounge Ward Eight. This will be a small bar with food to be located on the ground floor of this property. 3,330.</td>
<td>Staff is working with the owners to rehabilitate the building and open operations by early Summer 2012.</td>
<td></td>
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</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. 4,000 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>
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</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. 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>
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</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>Bright Horizons has filed their permits, and should be expected to begin work shortly.</td>
<td></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>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. Although Arthur Hill has a prospective tenant, the tenant has asked that it be kept confidential until all aspects of the deal are finalized and they are ready to make their announcement.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1211 Chicago Avenue</td>
<td>Trader Joe’s has announced that will locate in a building being developed by Terraco at 1211 Chicago Avenue.</td>
<td>13,000</td>
<td>TBD</td>
<td>Staff is working with the Third Ward Alderman to determine the site plan for this project. Community meetings will be scheduled in late-March to early April to solicit input from the community on site plan and building aesthetics.</td>
</tr>
</tbody>
</table>