CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTHE COUNCIL CHAMBERS
Monday, April 17, 2017

Administration & Public Works (A&PW) Committee meets at 6 p.m.
Planning & Development Committee (P&D) meets at 7:15 p.m.
Rules Committee will convene at the conclusion of the P&D Committee meeting.
City Council meeting will convene at conclusion of the Rules Committee meeting.

ORDER OF BUSINESS

(I) Roll Call – Begin with Alderman Holmes

(II) Mayor Public Announcements and Proclamations
  National Fair Housing Month
  Earth Day, April 22, 2017
  Arbor Day, April 28, 2017

(III) City Manager Public Announcements
  Promotion of Glenn Vanek to Division Chief
  “Clean Up, Evanston!” Presentation
  Officer and Gentleman Academy Presentation
  Presentation of “Women of Substance” Exhibition in Council Chambers
  Introduction of RCN to Evanston

(IV) Communications: City Clerk

(V) Public Comment
Members of the public are welcome to speak at City Council meetings. As part of the Council agenda, a period for public comments shall be offered at the commencement of each regular Council meeting. Those wishing to speak should sign their name and the agenda item or non-agenda topic to be addressed on a designated participation sheet. If there are five or fewer speakers, fifteen minutes shall be provided for Public Comment. If there are more than five speakers, a period of forty-five minutes shall be provided for all comment, and no individual shall speak longer than three minutes. The Mayor will allocate time among the speakers to ensure that Public Comment does not exceed forty-five minutes. The business of the City Council shall commence forty-five minutes after the beginning of Public Comment. Aldermen do not respond during Public Comment. Public Comment is intended to foster dialogue in a respectful and civil manner. Public comments are requested to be made with these guidelines in mind.
(VI) Consent Agenda: Alderman Rainey

(VII) Report of the Standing Committees
Administration & Public Works - Alderman Braithwaite
Planning & Development - Alderman Revelle
Human Services - Alderman Tendam
Rules - Alderman Wilson

(VIII) Call of the Wards
(Aldermen shall be called upon by the Mayor to announce or provide information about any Ward or City matter which an Alderman desires to bring before the Council.) {Council Rule 2.1(10)}

(IX) Executive Session

(X) Adjournment

CONSENT AGENDA

(M1) Approval of Minutes of the Regular City Council Meeting of March 27, 2017 and April 10, 2017
For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

Staff recommends City Council authorize the City Manager to execute a contract for the 2017 Dutch Elm Disease Prevention contract to the low bidder, Robert Kinnucan Tree Experts & Landscaping Company, Inc. (28877 Nagel Court, Lake Bluff, IL, 60044) in the amount of $693,079.80. Funding for this project will be from the Forestry Inoculation Fund (Account 100.40.4320.62497), which has a budget of $750,000.00.
For Action

(A1.2) Contract Extension with Patriot Pavement Maintenance for Crack Sealing Services
Staff recommends City Council authorize the City Manager to execute a one year contract extension for crack sealing services with Patriot Pavement Maintenance (825 Segers Rd., Des Plaines, IL 60016) in the amount of $100,000. This contract award is part of a bid let by the Municipal Partnering Initiative. Funding for this work will from the Street Maintenance Fund (Account 100.40.4510.62509), with a budget of $120,000.
For Action
(A1.3) **Purchase of Hox Mix Asphalt from Builders Asphalt**

Staff recommends that City Council authorize the City Manager to execute a one-year single source contract for the purchase of Hot Mix Asphalt with Builders Asphalt (4413 Roosevelt Road Suite 108, Hillside, IL 60162) in the amount of $23,700. Funding will be as follows: $17,300 from the General Fund (Account 100.40.4510.65055) with a budget of $100,000; $4,000 from the Water Fund (Account 510.40.4540.65051) with a budget of $27,600; and $2,400 from the Sewer Fund (Account 515.40.4530.65051) with a budget of $10,000.

**For Action**

(A1.4) **Sole Source Purchase of Water Treatment Plant Turbidimeters from Hach Company**

Staff recommends that City Council authorize the City Manager to execute a sole source purchase of twelve turbidimeters and accessories from Hach Company (P.O. Box 608 Loveland, CO 80539-0608) in the amount of $49,220.55. Funding for this purchase will be split between Accounts 513.71.7330.65515.717014 & 510.40.4220.65085 with allocations of $25,000.00 and $85,000.00 respectively.

**For Action**

(A1.5) **Contract with Joel Kennedy Constructing Corporation for 2017 Water Main Improvements and Street Resurfacing Project**

Staff recommends City Council authorize the City Manager to execute a contract for the 2017 Water Main Improvements and Street Resurfacing Project (Bid No. 17-03) with Joel Kennedy Constructing Corporation (2830 N. Lincoln Avenue, Chicago, IL 60657) in the amount of $2,659,267.00. Funding will be provided from the Water Fund (Account 513.71.7330.65515 – 417007) in the amount of $2,110,460.37, the CIP Fund (Account 415.40.4117.65515 – 417007) in the amount of $229,850.63, and the Sewer Fund (Account 515.40.4535.62461 – 417007) in the amount of $318,956.00. This project was budgeted at $3,430,000 for FY 2017.

**For Action**

(A1.6) **Contract with J.A. Johnson Paving Company for 2017 Motor Fuel Tax Street Resurfacing Project**

Staff recommends City Council authorize the City Manager to execute a contract for the 2017 MFT Street Resurfacing Project (Bid No. 17-04) with J.A. Johnson Paving Company (1025 E. Addison Court, Arlington Heights, IL 60005) in the amount of $977,779.00. Funding will be provided from the MFT Fund (Account 415.40.4217.65515 – 417004) with a budget of $1,391,000.

**For Action**
(A1.7) Change Order No. 1 to the Phase III Engineering Services Contract for the Emerson/Ridge/Green Bay Road Project with ESI Consultants, Ltd
Staff recommends City Council authorize the City Manager to execute Change Order No. 1 for the Phase III Construction Engineering Services with ESI Consultants, Ltd., (1979 N. Mill Street, Suite 100, Naperville, IL 60563) in the amount of $92,787.67. This will increase the contract fee from $723,803.89 to $816,591.56. There is no time extension associated with this change order. This change will be funded from the Capital Improvement Fund 2016 GO Bonds (Account No. 415.40.4116.65515-416450). The construction contract is approximately 98% complete and based on actual quantities; staff believes that the final construction contract amount will be approximately $400,000 below the awarded contract amount for items proposed to be funded by GO Bond funds.
For Action

(A1.8) Agreement Renewal with Express Press to Supply Clothing for the Parks, Recreation and Community Services Summer Programs
Staff recommends that the City Council authorize the City Manager to execute the renewal option of the agreement with Express Press (18560 E St. Louis Street, Springfield, MO, 65802) for the Parks, Recreation and Community Services Department (PRCS) 2017 summer clothing, in an amount not to exceed $26,400. PRCS operates a number of summer programs, which clothing is provided to both employees and participants for identification purposes. The intent of the 2016 bid was to combine all the department’s purchases in one request for obtaining pricing from qualified clothing apparel vendors for jackets, hats and camp shirts. Funding will be from thirteen business units, which can be found on the corresponding transmittal memorandum.
For Action

(A1.9) Agreement with Evanston Township High School to Supply Breakfast and Lunch Meals for 2017 Summer Food Service Program
Staff recommends that City Council authorize the City Manager to execute an agreement with Evanston Township High School (1600 Dodge Avenue, Evanston 60201) to provide breakfast and lunch meals for the 2017 Summer Food Service Program in the not-to-exceed amount of $1.50 for breakfast and $3.25 per lunch. This is a reimbursement program in which the total amount of reimbursement the City will receive is solely dependent upon the number of meals served and varies depending on the levels of participation. Funding for this program is budgeted in the Recreation Outreach Program business unit where program expenditures are charged back and revenue credited. The projected food cost is $126,000 (expense Account 100.30.3050.65025) and the estimated revenue reimbursed is $146,983 (Account 100.30.3050.53565).
For Action
(A1.10) Change Order No. 2 to 2016 Contract with SP Plus Corporation for Management and Operations of Three Self-Park Facilities

Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 to the contract for the 2016 Management and Operations of Three Self-Park Facilities to SP Plus Corporation (200 East Randolph Street, Suite 7700, Chicago, IL, 60601). This Change Order will cover additional expenses incurred in 2016 for the management and operations of the facilities. Funding for the project will be provided by the Parking System Fund ($31,099.05 for Church Street Garage from Account 505.19.7025.62400, $70,380.00 for Sherman Garage from Account 505.19.7036.62400, and $62,196.00 for Maple Garage from Account 505.19.7037.62400), with a total budget of $1,672,588.00. The FY2016 budget was $1,672,588. Combining this change order in the amount of $163,675.05 with the original 2016 contract amount of $1,508,500 results in total costs of $1,672,175.05 a contract increase of 10.8%. The 2017 not-to-exceed contract amount is $1,490,925.

For Action

(A1.11) One-Year Contract Renewal for Testing, Repair & Certification of Fire Apparatus and Aerial Devices

Staff recommends City Council approval of a one year contract extension (RFP 15-30) to Global Emergency Products (1401 N. Farnsworth Avenue, Aurora, IL 60505) in the amount of $72,300.00, to provide the required annual inspections and repairs for heavy fire apparatus vehicles assigned to Evanston Fire Department. Funding will be from the Fleet Services Fund (Account 600.19.7710.65060), with a budget of $1,050,000.00

For Action

(A1.12) Adoption of Entrepreneurship Support Program

Staff and M/W/EBE Development Committee recommend adoption of program guidelines for creation of the Entrepreneurship Support Program. Funding will be from the Economic Development’s Business Retention/Expansion Fund (Account 100.15.5300.62662). The approved Fiscal Year 2017 Budget allocated a total of $250,000 for this account. To date, $28,311 has been spent from this account, leaving $221,698 available for expenditure. During the 2017 Budget Review this program was discussed for final approval in 2017 with an estimated expense of approximately $50,000.

For Action
(A2) **Resolution 37-R-17, Resolution 37-R-17, Acceptance of Public Art Donation from the Irvine Company**

The Arts Council recommends that the City Council adopt Resolution 37-R-17 and accept two pieces of artwork by Keith Tyson entitled “Up Down East West (Wacker Lobby Molecule)” and “Up Down East West (South Franklin Molecule)” into its public art collection. One piece will be installed on the rear of the Maple Ave. Parking Garage. The other piece will remain in storage until a suitable space has been identified for it.

**For Action**

(A3) **Resolution 30-R-17, Designating the Portion of Washington Street between Asbury Avenue and Ridge Avenue with the Honorary Street Name Sign, “Pope John XXIII School Way”**

Staff received an honorary street name sign application from Alderman Brian Miller in honor of Pope John XXIII School. Due to time constraints, he has requested that we bypass the normal process and place the application on the April 17 City Council agenda for consideration of approval. The City Council has never approved an honorary street name sign without going through the formal naming process. Funds for the honorary street name sign program is budgeted in the Public Works Agency, Infrastructure and Maintenance Bureau - Traffic Operations' Materials Fund (Account 100.40.4520.65115). Three street signs are made for the honoree. One sign is installed at each end of the designated one block area and the third sign is given to the honoree. The approximate cost to create all three signs is $200. Resolution 30-R-17 was approved by the Administration and Public Works Committee on March 27, 2017.

**For Action**

(A4) **Resolution 32-R-17, Authorizing City Manager to Negotiate and Execute a Loan Agreement with Fire Chief, Brian Scott**

Staff recommends adoption of City Council Resolution 32-R-17 approving a loan to Brian Scott, Fire Chief for assistance relocating to Evanston. The terms of this loan to Chief Scott will be $100,000 at 0% and secured by a junior mortgage.

**For Action**

(A5) **Ordinance 27-O-17, To Approve the Construction of a Local Improvement Known as Evanston Special Assessment No. 1521**

Staff recommends City Council adopt Ordinance 27-O-17 allowing the paving of the alley north of Brummel Street and east of Grey Avenue through the Special Assessment Process. Funding will be from: 2017 Capital Improvement Program (CIP) General Obligation Bonds (Account 415.40.4117.65515 – 417017) in the amount of $115,932.50, which has $250,000 budgeted in FY 2017; Special Assessment funds (Account 415.40.4217.65515 – 417017) in the amount of $115,932.50, which has $250,000 budgeted in FY 2017; and Sewer Fund (Account 515.40.4535.62461 – 417017) in the amount of $61,360.00, which has $150,000 budgeted in FY 2017 for this project.

**For Introduction**
(A6) **Ordinance 28-O-17, To Approve the Construction of a Local Improvement Known as Evanston Special Assessment No. 1522**
Staff recommends City Council adopt Ordinance 28-O-17 allowing the paving of the alley north of Simpson Street and east of the Union Pacific Railroad Right of Way through the Special Assessment Process. Funding will be from the 2017 Capital Improvement Program (CIP) General Obligation Bonds (Account 415.40.4117.65515 – 417017) in the amount of $157,470, which has $250,000 budgeted in FY 2017 and from Special Assessment funds (Account 415.40.4217.65515 – 417017) in the amount of $81,837, which has $250,000 budgeted in FY 2017 for this project.

For Introduction

(A7) **Ordinance 31-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18: Residents Parking Only Districts**
Staff recommends that the City Council adopt Ordinance 31-O-17, amending City Code Sections 10-11-18(A) and 10-11-18(C) adding: Residents Parking Only on Sheridan Road, both sides, Central Street north to 2815 Sheridan Road. Though the vast majority of the homes on this portion of Sheridan Road have driveways and the resident home owners would be eligible to obtain the proposed permit, the primary purpose of the request is to provide ample parking in Districts 1 and 3 for their visitors based on the visitor pass eligibility. Amending the Evanston Resident Parking Only Districts 1 and 3 will help in providing needed visitor parking when necessary.

For Introduction

(A8) **Ordinance 32-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 10(C): Limited Parking**
Staff recommends that the City Council adopt Ordinance 32-O-17, amending City Code Section 10-11-10(C) adding: Greenwood Street, south side, Grey Avenue to a point 125 feet east thereof. With the increase in commercial activity in and around the 2000 block of Greenwood Street, it has been reported by commercial business owners that it has become increasingly difficult for patrons of their respective businesses to find adequate short term parking in the area.

For Introduction

(A9) **Ordinance 33-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18(J): Residents Only Parking Districts**
Staff recommends that the City Council adopt Ordinance 33-O-17, amending City Code Section 10-11-18(J), District 11: delete 8:00 a.m. to 5:00 p.m., Monday through Friday and add: Twenty-four (24) hours daily, seven (7) days per week. With the increase in commercial activity in and around the 1100 block of Emerson Street and on East Railroad south thereof, it has become difficult for the residents at the corner of Emerson Street and East Railroad (1122 Emerson) to find parking near their residence.

For Introduction
(A10) **Ordinance 34-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 10(G): Limited Parking**

Staff recommends that the City Council adopt Ordinance 34-O-17, amending City Code Section 10-11-10(G) adding: Green Bay Road, West side, from Emerson Street to a point 44 feet north thereof. With the new roadway construction completed on Green Bay Road, parking has become available on the west side of Green Bay Road from Emerson Street to Asbury Avenue. Hecky’s Barbecue, 1902 Green Bay Road, has requested that two (2) parking spaces be made available for customer use for a period of time not exceeding fifteen (15) minutes between the hours of 9:00 a.m. and 6:00 p.m. on any day for carry-out activity.

**For Introduction**

(A11) **Ordinance 24-O-17, Decreasing the Number of Class F Liquor Licenses for Whole Foods Market**

Staff recommends City Council adoption of Ordinance 24-O-17, decreasing the number of Class F Liquor Licenses for WFM-WO, Inc. d/b/a Whole Foods Market located at 1111 Chicago Avenue. This location is closing, and therefore not renewing its liquor license. **Staff recommends suspension of the rules for Introduction and Action at the April 17, 2017 City Council meeting.**

**For Introduction and Action**

(A12) **Ordinance 29-O-17, Decreasing the Number of Class C Liquor Licenses for Hilton Garden Inn**

Staff recommends City Council adoption of Ordinance 29-O-17, decreasing the number of Class C Liquor Licenses for Evanston Lessee, LLC d/b/a Hilton Garden Inn located at 1818 Maple Street. Evanston Lessee, LLC d/b/a Hilton Garden Inn no longer is the owner of the premises as it was sold to a new corporate entity. The new corporate entity submitted an application for a new Class C license under the new corporate ownership.

**For Introduction**

(A13) **Ordinance 30-O-17, Increasing the Number of Class C Liquor Licenses for Hilton Garden Inn**

Local Liquor Commissioner recommends City Council adoption of Ordinance 30-O-17, increasing the number of Class C Liquor Licenses for MHF Evanston Operating V, LLC d/b/a Hilton Garden Inn located at 1818 Maple Street from twenty-two (22) to twenty-three (23). The Ordinance will permit issuance of a Class C license to MHF Evanston Operating V, LLC d/b/a Hilton Garden Inn, the new corporate owner of the property.

**For Introduction**
(A14) **Ordinance 35-O-17, Decreasing the Number of Class D Liquor Licenses for The Barn**
Local Liquor Commissioner recommends City Council adoption of Ordinance 35-O-17 amending City Code Subsection 3-4-6-(D) to decrease the number of authorized Class D liquor licenses. The Barn Investment, LLC d/b/a The Barn located at 1016 Church Street (Rear) has applied for a Class I Liquor License.

**For Introduction**

(A15) **Ordinance 36-O-17, Increasing the Number of Class I Liquor Licenses for The Barn**
Local Liquor Commissioner recommends City Council adoption of Ordinance 36-O-17 amending City Code Subsection 3-4-6-(I) to increase the number of authorized Class I liquor licenses from two (2) to three (3), and permit issuance of a Class I license to The Barn Investment, LLC. d/b/a The Barn located at 1016 Church Street (Rear). The Class I license will permit Company to retail sale of alcoholic liquor in restaurants only to persons of at least twenty-one (21) years of age for consumption both on the licensed premises and off the premises.

**For Introduction**

(A16) **Ordinance 12-O-17, Amending City Code Section 3-4-6(K) Allowing On-Site Consumption of Beer and Wine for the Class K Liquor License**
Local Liquor Commissioner recommends City Council adoption of Ordinance 12-O-17 amending City Code Subsection 3-4-6(K) to allow on-site consumption of beer and wine for the Class K Liquor License. This Ordinance updates the liquor code to: include a craft beer definition consistent with the Illinois Liquor Code, 235 ILCS 5/3-12(18)(a); exclude the downtown core area from obtaining a Class K Liquor License; and require Class K Liquor License holders to provide limited food service when providing sale of craft beer and wine for on-site consumption.

**For Introduction**

(A17) **Ordinance 21-O-17, Amending City Code Title 7, Chapter 15, “Board of Local Improvements”**
Staff recommends City Council adoption of Ordinance 21-O-17 amending City Code Title 7, Chapter 15 “Board of Local Improvements.” Following the reorganization of the Public Works Agency, Ordinance 21-O-17 updates the titles of the employees that are members of the Evanston Board of Local Improvements and makes additional minor text amendments to modernize the language of the ordinance to current City standards.

**For Introduction**
(A18) **Ordinance 41-O-17, Authorization of the City Manager to Negotiate a Sales Contract for the City-Owned Real Property Located at 1714-20 Chicago Avenue**

Staff recommends City Council adoption of Ordinance 41-O-17, authorizing the City Manager to negotiate a sales contract for the City-Owned real property located at 1714-1720 Chicago Avenue. A two-thirds majority of City Council is required to adopt Ordinance 41-O-17.

**For Introduction**

**PLANNING & DEVELOPMENT COMMITTEE**

(P1) **Resolution 19-R-17, Authorizing the City Manager to Sign a Disconnection Petition for City Property to be Removed from the Skokie Park District Territory**

Staff recommends that City Council approve Resolution 19-R-17 authorizing City participation in the disconnection petition circulated by private property owners in Evanston from the Skokie Park District.

**For Action**

(P2) **Resolution 27-R-17, Adopting an Amendment to the Downtown Plan to Add Additional Property Subject to the Downtown Plan to Guide Future Land Use Decisions and Planning**

Plan Commission and staff recommend adoption of Resolution 27-R-17 amending the 2009 Downtown Plan to add five new subareas covering the geographic area roughly between Emerson Street to the south, Foster Street CTA Station to the north, the first north/south alley west of Sherman Avenue to the east, Maple Avenue to the west and properties on the north side of Emerson Street between Maple Avenue and Ridge Avenue.

**For Action**

(P3) **Ordinance 8-O-17, Amending Portions of the City of Evanston Zoning Code Regulating Micro-Distilleries**

The Plan Commission and staff recommend adoption of Ordinance 8-O-17, amending the Zoning Code’s permitted and special uses within a number of the Business, Commercial and Industrial Zoning Districts relating to micro-distilleries. Based on feedback from the Plan Commission and staff research, staff is proposing to amend the zoning ordinance to change “micro-distillery” to “craft-distillery or micro-distillery”. This modification also aligns with terminology used in the state liquor control regulations. This terminology change would require updating the sections currently regulating business and commercial districts, which permit micro-distilleries as a special use.

**For Introduction**
(P4) **Ordinance 37-O-17, Granting Special Use Approval for a Planned Development with Rezoning and Special Use for a Convenience Store at 831 Emerson**

The Plan Commission and staff recommend adoption of Ordinance 37-O-17 for approval of the Planned Development with rezoning from C1 Commercial and R5-General Residential to C1a Commercial Mixed use and a Special use for a convenience store. The 9-story 242-unit residential building would include 3,300 square feet of ground floor commercial space and 174 parking spaces on site. The development includes 10 site development allowances which can be found on the corresponding transmittal memorandum.

**For Introduction**

(P5) **Ordinance 25-O-17 Granting Major Zoning Relief for a Circular Driveway Fronting Sheridan Rd. at 2658 Sheridan Rd.**

City staff recommends adoption of Ordinance 25-O-17 granting major zoning relief to construct a circular driveway fronting Sheridan Rd. where circular driveways are only permitted when fronting Ridge Ave. or Crawford Ave. in the R1 Single Family Residential District. The applicant has complied with all zoning requirements and meets all of the standards for a variation for this district.

**For Action**

**RULES COMMITTEE**

(O1) **Summary of the City of Evanston’s Procedures for Selecting a Financial Institution**

Staff submits a summary of the City’s procedure for selecting a financial institution and asks Council to accept and place on file.

**For Action: Accept and Place on File**

(O2) **Summary of the City of Evanston’s Advertising Procedures**

Staff submits a summary of the City of Evanston’s procedures on advertising and recommends City Council accept and place on file.

**For Action: Accept and Place on File**
APPOINTMENTS

(APP1)For Appointment to:

Board of Ethics                        Elizabeth Gustafson
Environment Board                    Sarah Liddell

For Action

MEETINGS SCHEDULED THROUGH MAY 8, 2017
Upcoming Aldermanic Committee Meetings

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Information is available about Evanston City Council meetings at: www.cityofevanston.org/citycouncil. Questions can be directed to the City Manager's Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager’s Office 48 hours in advance so that arrangements can be made for the accommodation if possible.
CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, March 27, 2017

Roll Call: Alderman Wynne  Alderman Rainey
Alderman Holmes  Alderman Fiske
Alderman Tendam  Alderman Braithwaite
Alderman Revelle

Absent: Aldermen Wilson & Miller

Presiding: Mayor Elizabeth B. Tisdahl
Mayor Tisdahl called the Regular Meeting of the City Council to order at 7:30 PM after a Roll Call revealed a quorum was present.

Mayor Public Announcements and Proclamations:
The Mayor announced that April 3 – 9, 2017 was National Public Health Week. Youth and Young Adult Division Awards were presented and introduced by Mr. Lawrence Hemmingway, Kevin Brown, and the Director of the “Addy-Wyatt Center for Non-Violence Training”. There were 8 young adults including Mr. Kevin Brown who had completed the class as trainers, who received certificates and trainer’s manual.

Communications: City Clerk
Clerk Greene called for Marian Kruz to come forward who then sent Ms. Nancy Baker who explained what the “Evanston WE Program” was about. She then had three of the students in the program to give their personal testimony how the program has influenced them to work for a better future in and outside of college.

Public Comment:
Junad Rizki spoke of the article concerning the collector's office, as well as the million dollar grant to the Howard project. He then spoke of the bid process and Mr. Vasilko’s from the previous council meeting. He claims the misuse of funds for pet projects as well.
Mike Vasilko stated he submitted documents over the weekend that proves his claims of bid tampering and bias against his company. He suggests dismantling the RFP committee and process of evaluating bids until a new council is put into place.
Presicilla Giles asked what has happened to the suburban Evanston we use to know,
and she suggested that Evanston City is up for sale. Carolyn Murray spoke of the cancellation of the Ethics committee and how it was a disservice to the community and the citizens who voted for you. She stated to have an ethics committee after the election is unfair. Madelyn Ducree spoke about the many cancellations of the Ethics Committee from looking on the city’s webpage. She was asking for clarification of why these matters that were written have not been dealt with, and she asked her Alderman of the 5th ward to explain to her and the community concerning the letter she wrote on city letterhead.

Items not approved on Consent Agenda:

(P2) Resolution 27-R-17, Adopting an Amendment to the Downtown Plan to Add Additional Property Subject to the Downtown Plan to Guide Future Land Use Decisions and Planning

Plan Commission and staff recommend adoption of Resolution 27-R-17 amending the 2009 Downtown Plan to add five new subareas covering the geographic area roughly between Emerson Street to the south, Foster Street CTA Station to the north, the first north/south alley west of Sherman Avenue to the east, Maple Avenue to the west and properties on the north side of Emerson Street between Maple Avenue and Ridge Avenue.

For Action

(O1) Resolution 27-R-17, Kabul House Loan Agreement

The Economic Development Committee recommend City Council approve Resolution 26-R-17, authorizing the City Manager to negotiate a forgivable loan with Kabul House for an amount not-to-exceed $50,000 for costs associated with the buildout of Kabul House located at 2424 Dempster Street. Funding is provided by the Economic Development Division (Account 100.15.5300.62662 Business Retention/Attraction).

For Action

CONSENT AGENDA

(M1) Approval of Minutes of the Regular City Council Meeting of March 13, 2017

For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

(A1) Payroll – February 20, 2017 through March 5, 2017 $2,699,775.50

(A2) City of Evanston Bills – March 28, 2017 $2,501,825.81

Credit Card Activity – Period Ending January 31, 2017 $ 193,646.91

For Action

(A3.1) Evanston Post Office Report
Staff recommends City Council accept and place the Evanston Post Office Report on file.

**For Action:** Accept and Place on File

(A3.2) **Service Agreement with Play-Well TEKnologies for Youth Engineering LEGO Camps**

Staff recommends that City Council authorize a sole source agreement with Play-Well TEKnologies (224 Greenfield Ave., Ste. B, San Anselmo, CA) through 2018 for instruction of youth engineering LEGO camps. Revenue from program registrations are deposited into the General Fund - Chandler-Newberger Center (Account 100.30.3035.53565). Instructional expenses are paid from the Chandler-Newberger Fund (Account 100.30.3035.62505), which has a FY 2017 budget of $53,305. For 2017, staff is projecting $31,075 in revenues and $22,500 in expenses.

**For Action**

(A3.3) **Approval of 2017 Special Events Calendar**

Staff recommends approval of the 2017 calendar of special events, contingent upon compliance of all requirements as set forth by the Special Event Policy & Guidelines. This year’s calendar includes two new proposed events: National Alliance on Mental Illness Cook County N. Suburban (NAMI CCNS) 5K Run/Walk on Sunday, September 24 and a Motorcycle Classic on Sunday, October 15. The Human Services Committee approved the lakefront and park events on March 6, 2017. Certain events of over 250 participants or those requiring street closure require Administration and Public Works Committee and City Council approval. Costs for City services provided for events require a 100% reimbursement from the sponsoring organization or event coordinator. These fees are waived for City events and City co-sponsored events.

**For Action**

(A3.4) **Contract with Clark Dietz, Inc. for HVAC and Electrical Engineering Services at Chandler Newberger Center (RFP No. 17-08)**

Staff recommends City Council authorize the City Manager to execute a contract for engineering services related to the Chandler-Newberger Community Center HVAC and Electrical Improvements Project with Clark Dietz, Inc. (118 S. Clinton Street, Suite 700, Chicago, IL), in the amount of $80,965. Funding will be provided from the Capital Improvement Program (CIP) General Obligation Bonds as follows: Chandler HVAC Improvements (Account 415.40.4117.62145-617001) with a FY 2017 Budget of $75,000; Chandler Electrical Upgrades (Account 415.40.4217.62145-617002) with a FY 2017 Budget of $335,000; and (Account 415.40.4117.62145-617002) with a FY 2017 Budget of $65,000.

**For Action**
(A3.5) **Contract with Cleanslate Chicago, LL for 2017 Mowing Services at Four City Parks**

Staff recommends City Council authorize the City Manager to execute a contract award for the 2017 Mowing Services to the low bidder, Cleanslate Chicago, LLC (1540 South Ashland, Chicago, IL) in the amount of $23,900.00. This contract is for one year of mowing services at the following four City Parks: Harbert, Beck, Butler and Twiggs. This was part of a joint bid with the Village of Skokie. Funding for this project is included in the proposed FY 2017 General Fund (Account 100.40.4330.62195), which has a total allocation of $142,000.00.

**For Action**

(A3.6) **Purchase of Two Watercrafts from Brunswick Commercial & Government Products for the Parks, Recreation & Community Services Department**

Staff recommends City Council approval for the purchase of two (2) replacement watercrafts for the Parks, Recreation & Community Services Department from Brunswick Commercial & Government Products (420 Megan Z Avenue, Edgewater, FL) in the amount of $132,697. The purchase is through the City’s membership with the National Joint Purchasing Association. Funding will be from the Automotive Equipment Replacement (Account 601.19.7780.65550), with a FY 2017 Budget of $1,455,422.

**For Action**

(A3.7) **Single Source Purchase of Seven Motorcycles from City Limits Harley-Davidson for the Evanston Police Department Traffic Management Bureau**

Staff recommends City Council approval of the purchase of seven (7) Harley-Davidson Motorcycles for the Evanston Police Department Traffic Management Bureau. The motorcycles will be purchased from City Limits Harley-Davidson (2015 N. Rand Road, Palatine, IL) in the amount of $108,276. Funding will be from the following sources: Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $75,276, with a FY 2017 Budget of $1,455,422; and Vehicle Lease Charges (Account 601.19.7780.62402) in the amount of $33,000, with a FY 2017 Budget of $50,000.

**For Action**

(A4) **Ordinance 23-O-17, Lease of City-Owned Property Located at 721-723 Howard Street to Theo Ubique**

Staff recommends that City Council adopt Ordinance 23-O-17, authorizing the City Manager to execute a lease of City-owned real property located at 721-723 Howard Street with Theo Ubique. The lease would be for ten years and includes four, five-year options for additional lease periods. Rent is proposed to be $3,500 per month or $42,000 annually for the first three years. Theo Ubique will make six payments totaling $204,450 to the City to cover a portion of the costs associated with renovating the building. A two-thirds majority of City Council is required to adopt Ordinance 23-O-17. This Ordinance was introduced at the March 13, 2017 City Council meeting.

**For Action**
PLANNING & DEVELOPMENT COMMITTEE

(P1) Grant Renewal from the Affordable Housing Fund for the Homeless Management Information System to the Alliance to End Homelessness in Suburban Cook County
The Housing, Homelessness, and Human Relations Commission and staff recommend approval of a renewal grant of $18,500 from the Affordable Housing Fund for the Homeless Management Information System (HMIS) to the Alliance to End Homelessness in Suburban Cook County. This database is required by HUD to track demographic data, housing, and social services for recipients of federal homeless funding, including Emergency Solutions Grant funds from the City. Funding is from the Affordable Housing Fund (Account 250.21.5465.62770), which has a budget of $27,500.
For Action

(P3) Ordinance 25-O-17 Granting Major Zoning Relief for a Circular Driveway Fronting Sheridan Rd. at 2658 Sheridan Rd.
City staff recommends adoption of Ordinance 25-O-17 granting major zoning relief to construct a circular driveway fronting Sheridan Rd. where circular driveways are only permitted when fronting Ridge Ave. or Crawford Ave. in the R1 Single Family Residential District. The applicant has complied with all zoning requirements and meets all of the standards for a variation for this district.
For Introduction

(P4) Ordinance 26-O-17, Granting a Special Use for a Type 2 Restaurant with Coffee Roasting at Backlot Coffee
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 26-O-17 granting special use approval for a Type 2 Restaurant, Backlot Coffee, with coffee roasting at 2006 Central Street in the B1a Business District and the oCSC Central Street Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Revelle requests suspension of the rules for introduction and adoption at the March 27, 2017 City Council meeting.
For Introduction and Action

HOUSING & COMMUNITY DEVELOPMENT ACT COMMITTEE

(O2) 2016 Consolidated Annual Performance and Evaluation Report for the City’s Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Programs
The Housing and Community Development Act Committee and staff recommend approval of the 2016 Consolidated Annual Performance and Evaluation Report
For Action: Accept and Place on File

Alderman Rainey motioned for approval of the Consent Agenda and it was second by Alderman Wynne. With a 7-0 the motion passed.

**Items for discussion:**

(A3.8) Resolution 30-R-17, Designating the Portion of Washington Street between Asbury Avenue and Ridge Avenue with the Honorary Street Name Sign, “Pope John XXIII School Way”

Alderman Braithwaite motioned for approval and Alderman Holmes second the motion.

(P2) Resolution 27-R-17, Adopting an Amendment to the Downtown Plan to Add Additional Property Subject to the Downtown Plan to Guide Future Land Use Decisions and Planning

Plan Commission and staff recommend adoption of Resolution 27-R-17 amending the 2009 Downtown Plan to add five new subareas covering the geographic area roughly between Emerson Street to the south, Foster Street CTA Station to the north, the first north/south alley west of Sherman Avenue to the east, Maple Avenue to the west, and properties on the north side of Emerson Street between Maple Avenue and Ridge Avenue.

For Action

Alderman Revelle stated Alderman Wilson requested to hold until the April 10th Council meeting.

(O1) Resolution 27-R-17, Kabul House Loan Agreement

The Economic Development Committee recommend City Council approve Resolution 26-R-17, authorizing the City Manager to negotiate a forgivable loan with Kabul House for an amount not-to-exceed $50,000 for costs associated with the buildout of Kabul House located at 2424 Dempster Street. Funding is provided by the Economic Development Division (Account 100.15.5300.62662 Business Retention/Attraction).

For Action

Alderman Tendam requested to remove from the agenda, and then asked for approval and Alderman Wynne second the motion. A Roll Call vote was 5-2 (Aldermen Tendam & Fiske voted nay).

Call of the wards:

Ward 3, Alderman Wynne invited residents to come and have a coffee with her tomorrow between 7 & 10:00 AM on Chicago Avenue.

Ward 5, Alderman Holmes stated she could not understand how any ethics or
complaints could be filed last August when no one knew who was running. She spoke to the accusations of her letter that was addressed on city stationary, but she had written it on plain paper with her logo “my yard, my block, my community”. She stated she did nothing unethical and she apologized for all who may have been hurt.

Ward 6, Alderman Tendam had no report.

Ward 7, Alderman Revelle had no report.

Ward 8, Alderman Rainey stated she hoped that Mr. Vasilko would not hamper the progress of the theater project on Howard Street, and she apologized to him saying she was truly sorry.

Ward 1, Alderman Fiske stated the Sheridan Road Project has begun and it will be a mess for a while and be careful.

Ward 2, Alderman Braithwaite thanked all for attending the Chessmen’s gala raising over $25,000.00, and he called out Chief Scott and his Deputy Chief for jumping in and taking care of the incident involving the President of the Club and keeping the crowd controlled. He also mentioned the celebrations scheduled for this weekend honoring Alderman Holmes.

Mayor Tisdahl asked for a motion to adjourn and the motion was made by multiple Aldermen and seconded by multiple Aldermen and with a Voice Vote the Regular Meeting of the City Council ended at 8:30 PM.

Submitted by,

Rodney Greene, MMC
City Clerk
Roll Call:  Alderman Wilson  Alderman Fiske  
Alderman Holmes  Alderman Braithwaite  
Alderman Revelle  Alderman Wynne  
Alderman Rainey

Absent:  Alderman Tendam, Alderman Miller arrived at 6:13 pm.

Presiding:  Mayor Elizabeth Tisdahl
Mayor Tisdahl called the Regular Meeting of the City Council to order at 6:03 pm.

Mayor Public Announcements and Proclamations
National Public Library Week, April 9 – 15 was made by the Mayor who also congratulated all the winners and thanked those who ran for municipal government.

City Manager Public Announcements
The City Manager had no announcements.

Communications: City Clerk
The City Clerk had no communications.

Public Comment
Madyln Ducre stated she was glad the election was over, but she wished the ethics committee could have been before the April 4th election and now the ethics committee is meeting on April 18th after the election. She stated there were a lot of comments, whether true or not, but people needed to know prior to voting. The comments seemed to have touched everyone. The council needs to listen to the people and the time for speaking should be more than the time that’s allotted. She finally thanked the council for all the work they have done, but there has to be more.
Items not approved on Consent Agenda:

(APP1) For Appointment to:
- Board of Ethics: Karena Bierman
- Board of Ethics: Vincent Thomas, Jr.
- Citizens' Police Advisory Committee: James Gordon
- Commission on Aging: Mike Iverson
- Commission on Aging: Louise Love
- Public Safety Civil Service Commission: Lynne Sered

For Action
- Board of Ethics: Kelda Harris-Harty

SPECIAL ORDERS OF BUSINESS

(SP1) Payroll March 6, 2017 through March 19, 2017 $ 2,748,452.80

(SP2) City of Evanston Bills – April 11, 2017 $ 3,859,341.97

For Action

(SP3) Resolution 31-R-17, Designating the Portion of Dewey Avenue between Crain Street and Greenleaf Street with the Honorary Street Name Sign, "Gay Riseborough Way"

The Parks, Recreation and Community Services Board recommend adoption of Resolution 31-R-17, naming the portion of Dewey Avenue between Crain Street and Greenleaf Street, with the honorary street name sign, "Gay Riseborough Way". Funds for the honorary street name sign program is budgeted in the Public Works Agency, Infrastructure and Maintenance Bureau - Traffic Operations' materials fund (Account 100.40.4520.65115). Three street signs are made for the honoree. One sign is installed at each end of the designated one block area and the third sign is given to the honoree. The approximate cost to create all three signs is $200.

For Action

(APP2) For Reappointment to:
- Mental Health Board: Sandra Johnson
- Public Safety Civil Service Commission: Douglas Whitmore

For Action

Alderman Rainey motioned for approval with a second from Alderman Braithwaite. With a Roll Call Vote the agenda passed with a 7-0. Mayor Tisdahl stated if these three appointees were not approved there would only be two members of the committee and a quorum would not be available to meet. It was suggested by Alderman Rainey to vote on the appointments and reappointments before going forward. There was a vote to approve. Alderman Fiske stated these appointments should be made by the new council because the Mayor was also mentioned in the ethics comments. She believed it would be better for Mayor
Tisdahl not to appoint because of appearance of favoritism or conflict of interest and it’s not going to hurt anyone. Alderman Holmes responded to Alderman Fiske and stated she is very hurt, and the Mayor is the Mayor until May 8th she believes and will be functioning as that office as well as all of us. It is the duty of the Mayor to appoint and everyone up here endorsed people and it is not unethical to endorse people. Alderman Wilson stated there was a lot of social media information that was not correct and perceptions were not true. His inclination was to go ahead with the appointments so that we can go forward. Alderman Rainey suggested to Alderman Fiske to withdraw her objections and let it go to a vote. She also stated there was no justification to withhold the reappointment of Kelda Harris-Harty, who has been serving for some time. Alderman Wynne stated all of the people on the board of ethics are appointed by the Mayor and approved by the full council. She also stated since the council votes on the appointments, maybe none of us should vote because we may know someone to be appointed. She felt that Alderman Fiske’s argument doesn’t hold water. Alderman Miller stated he agreed with Alderman Fiske because he knows that one of the appointees was the campaign manager for one of the candidates. He said he will be opposing this as well because we need a sound ethics board. Alderman Braithwaite called for the question. The Mayor asked for Roll Call vote on her motion to keep all three. Alderman Rainey motioned to divide the vote, with a second from Alderman Braithwaite. Each appointee was then voted on separately after a voice vote to go forward: 1) Karena Bierman received 6-2 (Aldermen Miller & Fiske voted nay); 2) Vincent Thomas, Jr. received 5-3 (Aldermen Rainey, Miller, Fiske voted nay); 3) Kaleda Harris-Harty received 6-2 (Aldermen Miller & Fiske voted nay).

**Items for discussion:**

**(APP1)For Appointment to:**

| Board of Ethics                                      | Karena Bierman (6-2) |
| Board of Ethics                                      | Vincent Thomas, Jr. (5-3) |
| Citizens’ Police Advisory Committee                  | James Gordon          |
| Commission on Aging                                  | Mike Iverson          |
| Commission on Aging                                  | Louise Love           |
| Public Safety Civil Service Commission                | Lynne Sered           |

**For Action**

| Board of Ethics                                      | Kelda Harris-Harty (6-2) |

**Call of the Wards:**

Alderman Wilson, had no report.
Alderman Holmes had no report.
Alderman Revelle had no report.
Alderman Rainey reported the contract for was signed today, and she made a reference to the parking committee for the Evanston residents to have first place in obtaining parking spaces.
Alderman Miller had no report.
Alderman Fiske referred to the Rules committee to review the Board of Ethics.
Alderman Braithwaite had no report. This Thursday May 9th his ward meeting at D-65.
Alderman Wynne reported the daughter of a resident had been hit by a drone on the playground. She made a reference to the Planning Committee concerning flying drones around playground areas.
Mayor Tisdahl asked for a motion to adjourn and it was made by numerous Aldermen with a second from Alderman Wilson. The meeting ended at 6:30 pm.

Submitted by,

Rodney Greene, MMC
City Clerk
AGENDA

I. DECLARATION OF A QUorum: ALDERMAN BRAITHWAITE, CHAIR

II. APPROVAL OF MINUTES OF REGULAR MEETING OF MARCH 27, 2017

III. ITEMS FOR CONSIDERATION

ADMINISTRATION & PUBLIC WORKS COMMITTEE


Staff recommends City Council authorize the City Manager to execute a contract for the 2017 Dutch Elm Disease Prevention contract to the low bidder, Robert Kinnucan Tree Experts & Landscaping Company, Inc. (28877 Nagel Court, Lake Bluff, IL, 60044) in the amount of $693,079.80. Funding for this project will be from the Forestry Inoculation Fund (Account 100.40.4320.62497), which has a budget of $750,000.00.

For Action

(A1.2) Contract Extension with Patriot Pavement Maintenance for Crack Sealing Services

Staff recommends City Council authorize the City Manager to execute a one year contract extension for crack sealing services with Patriot Pavement Maintenance (825 Segers Rd., Des Plaines, IL 60016) in the amount of $100,000. This contract award is part of a bid let by the Municipal Partnering Initiative. Funding for this work will from the Street Maintenance Fund (Account 100.40.4510.62509), with a budget of $120,000.

For Action
(A1.3) **Purchase of Hox Mix Asphalt from Builders Asphalt**
Staff recommends that City Council authorize the City Manager to execute a one-year single source contract for the purchase of Hot Mix Asphalt with Builders Asphalt (4413 Roosevelt Road Suite 108, Hillside, IL 60162) in the amount of $23,700. Funding will be as follows: $17,300 from the General Fund (Account 100.40.4510.65055) with a budget of $100,000; $4,000 from the Water Fund (Account 510.40.4540.65051) with a budget of $27,600; and $2,400 from the Sewer Fund (Account 515.40.4530.65051) with a budget of $10,000.

*For Action*

(A1.4) **Sole Source Purchase of Water Treatment Plant Turbidimeters from Hach Company**
Staff recommends that City Council authorize the City Manager to execute a sole source purchase of twelve turbidimeters and accessories from Hach Company (P.O. Box 608 Loveland, CO 80539-0608) in the amount of $49,220.55. Funding for this purchase will be split between Accounts 513.71.7330.65515.717014 & 510.40.4220.65085 with allocations of $25,000.00 and $85,000.00 respectively.

*For Action*

(A1.5) **Contract with Joel Kennedy Constructing Corporation for 2017 Water Main Improvements and Street Resurfacing Project**
Staff recommends City Council authorize the City Manager to execute a contract for the 2017 Water Main Improvements and Street Resurfacing Project (Bid No. 17-03) with Joel Kennedy Constructing Corporation (2830 N. Lincoln Avenue, Chicago, IL 60657) in the amount of $2,659,267.00. Funding will be provided from the Water Fund (Account 513.71.7330.65515 – 417007) in the amount of $2,110,460.37, the CIP Fund (Account 415.40.4117.65515 – 417007) in the amount of $229,850.63, and the Sewer Fund (Account 515.40.4535.62461 – 417007) in the amount of $318,956.00. This project was budgeted at $3,430,000 for FY 2017.

*For Action*

(A1.6) **Contract with J.A. Johnson Paving Company for 2017 Motor Fuel Tax Street Resurfacing Project**
Staff recommends City Council authorize the City Manager to execute a contract for the 2017 MFT Street Resurfacing Project (Bid No. 17-04) with J.A. Johnson Paving Company (1025 E. Addison Court, Arlington Heights, IL 60005) in the amount of $977,779.00. Funding will be provided from the MFT Fund (Account 415.40.4217.65515 – 417004) with a budget of $1,391,000.

*For Action*
(A1.7) Change Order No. 1 to the Phase III Engineering Services Contract for the Emerson/Ridge/Green Bay Road Project with ESI Consultants, Ltd
Staff recommends City Council authorize the City Manager to execute Change Order No. 1 for the Phase III Construction Engineering Services with ESI Consultants, Ltd., (1979 N. Mill Street, Suite 100, Naperville, IL 60563) in the amount of $92,787.67. This will increase the contract fee from $723,803.89 to $816,591.56. There is no time extension associated with this change order. This change will be funded from the Capital Improvement Fund 2016 GO Bonds (Account No. 415.40.4116.65515-416450). The construction contract is approximately 98% complete and based on actual quantities; staff believes that the final construction contract amount will be approximately $400,000 below the awarded contract amount for items proposed to be funded by GO Bond funds.

For Action

(A1.8) Agreement Renewal with Express Press to Supply Clothing for the Parks, Recreation and Community Services Summer Programs
Staff recommends that the City Council authorize the City Manager to execute the renewal option of the agreement with Express Press (18560 E St. Louis Street, Springfield, MO, 65802) for the Parks, Recreation and Community Services Department (PRCS) 2017 summer clothing, in an amount not to exceed $26,400. PRCS operates a number of summer programs, which clothing is provided to both employees and participants for identification purposes. The intent of the 2016 bid was to combine all the department’s purchases in one request for obtaining pricing from qualified clothing apparel vendors for jackets, hats and camp shirts. Funding will be from thirteen business units, which can be found on the corresponding transmittal memorandum.

For Action

(A1.9) Agreement with Evanston Township High School to Supply Breakfast and Lunch Meals for 2017 Summer Food Service Program
Staff recommends that City Council authorize the City Manager to execute an agreement with Evanston Township High School (1600 Dodge Avenue, Evanston 60201) to provide breakfast and lunch meals for the 2017 Summer Food Service Program in the not-to-exceed amount of $1.50 for breakfast and $3.25 per lunch. This is a reimbursement program in which the total amount of reimbursement the City will receive is solely dependent upon the number of meals served and varies depending on the levels of participation. Funding for this program is budgeted in the Recreation Outreach Program business unit where program expenditures are charged back and revenue credited. The projected food cost is $126,000 (expense Account 100.30.3050.65025) and the estimated revenue reimbursed is $146,983 (Account 100.30.3050.53565).

For Action
(A1.10) **Change Order No. 2 to 2016 Contract with SP Plus Corporation for Management and Operations of Three Self-Park Facilities**

Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 to the contract for the 2016 Management and Operations of Three Self-Park Facilities to SP Plus Corporation (200 East Randolph Street, Suite 7700, Chicago, IL, 60601). This Change Order will cover additional expenses incurred in 2016 for the management and operations of the facilities. Funding for the project will be provided by the Parking System Fund ($31,099.05 for Church Street Garage from Account 505.19.7025.62400, $70,380.00 for Sherman Garage from Account 505.19.7036.62400, and $62,196.00 for Maple Garage from Account 505.19.7037.62400), with a total budget of $1,672,588.00. The FY2016 budget was $1,672,588. Combining this change order in the amount of $163,675.05 with the original 2016 contract amount of $1,508,903 results in total costs of $1,672,175.05 a contract increase of 10.8%. The 2017 not-to-exceed contract amount is $1,490,925.

**For Action**

(A1.11) **One-Year Contract Renewal for Testing, Repair & Certification of Fire Apparatus and Aerial Devices**

Staff recommends City Council approval of a one year contract extension (RFP 15-30) to Global Emergency Products (1401 N. Farnsworth Avenue, Aurora, IL 60505) in the amount of $72,300.00, to provide the required annual inspections and repairs for heavy fire apparatus vehicles assigned to Evanston Fire Department. Funding will be from the Fleet Services Fund (Account 600.19.7710.65060), with a budget of $1,050,000.00.

**For Action**

(A1.12) **Adoption of Entrepreneurship Support Program**

Staff and M/W/EBE Development Committee recommend adoption of program guidelines for creation of the Entrepreneurship Support Program. Funding will be from the Economic Development's Business Retention/Expansion Fund (Account 100.15.5300.62662). The approved Fiscal Year 2017 Budget allocated a total of $250,000 for this account. To date, $28,311 has been spent from this account, leaving $221,698 available for expenditure. During the 2017 Budget Review this program was discussed for final approval in 2017 with an estimated expense of approximately $50,000.

**For Action**

(A2) **Resolution 37-R-17, Resolution 37-R-17, Acceptance of Public Art Donation from the Irvine Company**

The Arts Council recommends that the City Council adopt Resolution 37-R-17 and accept two pieces of artwork by Keith Tyson entitled “Up Down East West (Wacker Lobby Molecule)” and “Up Down East West (South Franklin Molecule)” into its public art collection. One piece will be installed on the rear of the Maple Ave. Parking Garage. The other piece will remain in storage until a suitable space has been identified for it.

**For Action**
Resolution 30-R-17, Designating the Portion of Washington Street between Asbury Avenue and Ridge Avenue with the Honorary Street Name Sign, “Pope John XXIII School Way”

Staff received an honorary street name sign application from Alderman Brian Miller in honor of Pope John XXIII School. Due to time constraints, he has requested that we bypass the normal process and place the application on the April 17 City Council agenda for consideration of approval. The City Council has never approved an honorary street name sign without going through the formal naming process. Funds for the honorary street name sign program is budgeted in the Public Works Agency, Infrastructure and Maintenance Bureau - Traffic Operations' Materials Fund (Account 100.40.4520.65115). Three street signs are made for the honoree. One sign is installed at each end of the designated one block area and the third sign is given to the honoree. The approximate cost to create all three signs is $200. Resolution 30-R-17 was approved by the Administration and Public Works Committee on March 27, 2017.

For Action

Resolution 32-R-17, Authorizing City Manager to Negotiate and Execute a Loan Agreement with Fire Chief, Brian Scott

Staff recommends adoption of City Council Resolution 32-R-17 approving a loan to Brian Scott, Fire Chief for assistance relocating to Evanston. The terms of this loan to Chief Scott will be $100,000 at 0% and secured by a junior mortgage.

For Action

Ordinance 27-O-17, To Approve the Construction of a Local Improvement Known as Evanston Special Assessment No. 1521

Staff recommends City Council adopt Ordinance 27-O-17 allowing the paving of the alley north of Brummel Street and east of Grey Avenue through the Special Assessment Process. Funding will be from: 2017 Capital Improvement Program (CIP) General Obligation Bonds (Account 415.40.4117.65515 – 417017) in the amount of $115,932.50, which has $250,000 budgeted in FY 2017; Special Assessment funds (Account 415.40.4217.65515 – 417017) in the amount of $115,932.50, which has $250,000 budgeted in FY 2017; and Sewer Fund (Account 515.40.4535.62461 – 417017) in the amount of $61,360.00, which has $150,000 budgeted in FY 2017 for this project.

For Introduction

Ordinance 28-O-17, To Approve the Construction of a Local Improvement Known as Evanston Special Assessment No. 1522

Staff recommends City Council adopt Ordinance 28-O-17 allowing the paving of the alley north of Simpson Street and east of the Union Pacific Railroad Right of Way through the Special Assessment Process. Funding will be from the 2017 Capital Improvement Program (CIP) General Obligation Bonds (Account 415.40.4117.65515 – 417017) in the amount of $157,470, which has $250,000 budgeted in FY 2017 and from Special Assessment funds (Account 415.40.4217.65515 – 417017) in the amount of $81,837, which has $250,000 budgeted in FY 2017 for this project.

For Introduction
(A7) Ordinance 31-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18: Residents Parking Only Districts
Staff recommends that the City Council adopt Ordinance 31-O-17, amending City Code Sections 10-11-18(A) and 10-11-18(C) adding: Residents Parking Only on Sheridan Road, both sides, Central Street north to 2815 Sheridan Road. Though the vast majority of the homes on this portion of Sheridan Road have driveways and the resident home owners would be eligible to obtain the proposed permit, the primary purpose of the request is to provide ample parking in Districts 1 and 3 for their visitors based on the visitor pass eligibility. Amending the Evanston Resident Parking Only Districts 1 and 3 will help in providing needed visitor parking when necessary.
For Introduction

(A8) Ordinance 32-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 10(C): Limited Parking
Staff recommends that the City Council adopt Ordinance 32-O-17, amending City Code Section 10-11-10(C) adding: Greenwood Street, south side, Grey Avenue to a point 125 feet east thereof. With the increase in commercial activity in and around the 2000 block of Greenwood Street, it has been reported by commercial business owners that it has become increasingly difficult for patrons of their respective businesses to find adequate short term parking in the area.
For Introduction

(A9) Ordinance 33-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18(J): Residents Only Parking Districts
Staff recommends that the City Council adopt Ordinance 33-O-17, amending City Code Section 10-11-18(J), District 11: delete 8:00 a.m. to 5:00 p.m., Monday through Friday and add: Twenty-four (24) hours daily, seven (7) days per week. With the increase in commercial activity in and around the 1100 block of Emerson Street and on East Railroad south thereof, it has become difficult for the residents at the corner of Emerson Street and East Railroad (1122 Emerson) to find parking near their residence.
For Introduction

(A10) Ordinance 34-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 10(G): Limited Parking
Staff recommends that the City Council adopt Ordinance 34-O-17, amending City Code Section 10-11-10(G) adding: Green Bay Road, West side, from Emerson Street to a point 44 feet north thereof. With the new roadway construction completed on Green Bay Road, parking has become available on the west side of Green Bay Road from Emerson Street to Asbury Avenue. Hecky’s Barbecue, 1902 Green Bay Road, has requested that two (2) parking spaces be made available for customer use for a period of time not exceeding fifteen (15) minutes between the hours of 9:00 a.m. and 6:00 p.m. on any day for carry-out activity.
For Introduction
(A11) **Ordinance 24-O-17, Decreasing the Number of Class F Liquor Licenses for Whole Foods Market**
Staff recommends City Council adoption of Ordinance 24-O-17, decreasing the number of Class F Liquor Licenses for WFM-WO, Inc. d/b/a Whole Foods Market located at 1111 Chicago Avenue. This location is closing, and therefore not renewing its liquor license. **Staff recommends suspension of the rules for Introduction and Action at the April 17, 2017 City Council meeting.**

For Introduction and Action

(A12) **Ordinance 29-O-17, Decreasing the Number of Class C Liquor Licenses for Hilton Garden Inn**
Staff recommends City Council adoption of Ordinance 29-O-17, decreasing the number of Class C Liquor Licenses for Evanston Lessee, LLC d/b/a Hilton Garden Inn located at 1818 Maple Street. Evanston Lessee, LLC d/b/a Hilton Garden Inn no longer is the owner of the premises as it was sold to a new corporate entity. The new corporate entity submitted an application for a new Class C license under the new corporate ownership.

For Introduction

(A13) **Ordinance 30-O-17, Increasing the Number of Class C Liquor Licenses for Hilton Garden Inn**
Local Liquor Commissioner recommends City Council adoption of Ordinance 30-O-17, increasing the number of Class C Liquor Licenses for MHF Evanston Operating V, LLC d/b/a Hilton Garden Inn located at 1818 Maple Street from twenty-two (22) to twenty-three (23). The Ordinance will permit issuance of a Class C license to MHF Evanston Operating V, LLC d/b/a Hilton Garden Inn, the new corporate owner of the property.

For Introduction

(A14) **Ordinance 35-O-17, Decreasing the Number of Class D Liquor Licenses for The Barn**
Local Liquor Commissioner recommends City Council adoption of Ordinance 35-O-17 amending City Code Subsection 3-4-6-(D) to decrease the number of authorized Class D liquor licenses. The Barn Investment, LLC d/b/a The Barn located at 1016 Church Street (Rear) has applied for a Class I Liquor License.

For Introduction

(A15) **Ordinance 36-O-17, Increasing the Number of Class I Liquor Licenses for The Barn**
Local Liquor Commissioner recommends City Council adoption of Ordinance 36-O-17 amending City Code Subsection 3-4-6-(I) to increase the number of authorized Class I liquor licenses from two (2) to three (3), and permit issuance of a Class I license to The Barn Investment, LLC. d/b/a The Barn located at 1016 Church Street (Rear). The Class I license will permit Company to retail sale of alcoholic liquor in restaurants only to persons of at least twenty-one (21) years of age for consumption both on the licensed premises and off the premises.

For Introduction
(A16) **Ordinance 12-O-17, Amending City Code Section 3-4-6(K) Allowing On-Site Consumption of Beer and Wine for the Class K Liquor License**

Local Liquor Commissioner recommends City Council adoption of Ordinance 12-O-17 amending City Code Subsection 3-4-6(K) to allow on-site consumption of beer and wine for the Class K Liquor License. This Ordinance updates the liquor code to: include a craft beer definition consistent with the Illinois Liquor Code, 235 ILCS 5/3-12(18)(a); exclude the downtown core area from obtaining a Class K Liquor License; and require Class K Liquor License holders to provide limited food service when providing sale of craft beer and wine for on-site consumption.

*For Introduction*

(A17) **Ordinance 21-O-17, Amending City Code Title 7, Chapter 15, “Board of Local Improvements”**

Staff recommends City Council adoption of Ordinance 21-O-17 amending City Code Title 7, Chapter 15 “Board of Local Improvements.” Following the reorganization of the Public Works Agency, Ordinance 21-O-17 updates the titles of the employees that are members of the Evanston Board of Local Improvements and makes additional minor text amendments to modernize the language of the ordinance to current City standards.

*For Introduction*

(A18) **Ordinance 41-O-17, Authorization of the City Manager to Negotiate a Sales Contract for the City-Owned Real Property Located at 1714-20 Chicago Avenue**

Staff recommends City Council adoption of Ordinance 41-O-17, authorizing the City Manager to negotiate a sales contract for the City-Owned real property located at 1714-1720 Chicago Avenue. A two-thirds majority of City Council is required to adopt Ordinance 41-O-17.

*For Introduction*

IV.  *ITEMS FOR DISCUSSION*

V.  *COMMUNICATIONS*

VI.  *ADJOURNMENT*
Administration and Public Works Committee Meeting
Minutes of March 27, 2017
James C. Lytle Council Chambers – 6:00 p.m.
Lorraine H. Morton Civic Center

MEMBERS PRESENT: P. Braithwaite, A. Rainey, D. Holmes, M. Wynne

MEMBERS ABSENT: B. Miller


PRESIDING OFFICIAL: Ald. Miller

I. DECLARATION OF A QUORUM: ALDERMAN BRAITHWAITE, CHAIR
A quorum being present, Ald. Braithwaite called the meeting to order at 6:14 p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF MARCH 13, 2017
Ald. Holmes moved to accept the Minutes of March 13, 2017 A&PW meeting as submitted, seconded by Ald. Wynne.

The Minutes of the March 13, 2017 A&PW meeting were approved unanimously 4-0.

III. ITEMS FOR CONSIDERATION
(A1) Payroll – February 20, 2017 through March 5, 2017 $2,699,775.50

(A2) City of Evanston Bills – March 28, 2017 $2,501,825.81
Credit Card Activity – Period Ending January 31, 2017 $ 193,646.91
For Action

At Ald. Rainey’s inquiry, Revenue Manager Alex Thorpe explained that wheel tax refunds are issued due to rate proration for new residents, accidental double payments from the same household and vehicles being registered in other towns.

The Committee voted unanimously 4-0 to approve the payroll, bills and credit card activity.
(A3.1) **Evanston Post Office Report**
Staff recommends City Council accept and place the Evanston Post Office Report on file.

**For Action: Accept and Place in File**
Ald. Holmes moved to recommend City Council accept and place the Evanston Post Office Report on file, seconded by Ald. Wynne.

The Committee voted unanimously 4-0 to accept and place the report on file.

(A3.2) **Service Agreement with Play-Well TEKnologies for Youth Engineering LEGO Camps**
Staff recommends that City Council authorize a sole source agreement with Play-Well TEKnologies (224 Greenfield Ave., Ste. B, San Anselmo, CA) through 2018 for instruction of youth engineering LEGO camps. Revenue from program registrations are deposited into the General Fund - Chandler-Newberger Center (Account 100.30.3035.53565). Instructional expenses are paid from the Chandler-Newberger Fund (Account 100.30.3035.62505), which has a FY 2017 budget of $53,305. For 2017, staff is projecting $31,075 in revenues and $22,500 in expenses.

**For Action**
Ald. Wynne moved to recommend that City Council authorize a sole source agreement with Play-Well TEKnologies through 2018 for instruction of youth engineering LEGO camps, seconded by Ald. Holmes.

The Committee voted unanimously 4-0 to approve the agreement.

(A3.3) **Approval of 2017 Special Events Calendar**
Staff recommends approval of the 2017 calendar of special events, contingent upon compliance of all requirements as set forth by the Special Event Policy & Guidelines. This year’s calendar includes two new proposed events: National Alliance on Mental Illness Cook County N. Suburban (NAMI CCNS) 5K Run/Walk on Sunday, September 24 and a Motorcycle Classic on Sunday, October 15. The Human Services Committee approved the lakefront and park events on March 6, 2017. Certain events of over 250 participants or those requiring street closure require Administration and Public Works Committee and City Council approval. Costs for City services provided for events require a 100% reimbursement from the sponsoring organization or event coordinator. These fees are waived for City events and City co-sponsored events.

**For Action**
Ald. Rainey moved to recommend City Council approval of the 2017 calendar of special events, contingent upon compliance of all requirements as set forth by the Special Event Policy & Guidelines, seconded by Ald. Wynne.

The Committee voted unanimously 4-0 to approve the calendar.

(A3.4) **Contract with Clark Dietz, Inc. for HVAC and Electrical Engineering**
Services at Chandler Newberger Center (RFP No. 17-08)

Staff recommends City Council authorize the City Manager to execute a contract for engineering services related to the Chandler-Newberger Community Center HVAC and Electrical Improvements Project with Clark Dietz, Inc. (118 S. Clinton Street, Suite 700, Chicago, IL), in the amount of $80,965. Funding will be provided from the Capital Improvement Program (CIP) General Obligation Bonds as follows: Chandler HVAC Improvements (Account 415.40.4117.62145-617001) with a FY 2017 Budget of $75,000; Chandler Electrical Upgrades (Account 415.40.4217.62145-617002) with a FY 2017 Budget of $335,000; and (Account 415.40.4117.62145-617002) with a FY 2017 Budget of $65,000.

For Action

Ald. Holmes moved to recommend City Council authorize the City Manager to execute a contract for engineering services related to the Chandler-Newberger Community Center HVAC and Electrical Improvements Project with Clark Dietz, Inc. in the amount of $80,965, seconded by Ald. Wynne.

The Committee voted unanimously 4-0 to approve the contract.

(A3.5) Contract with Cleanslate Chicago, LLC for 2017 Mowing Services at Four City Parks

Staff recommends City Council authorize the City Manager to execute a contract award for the 2017 Mowing Services to the low bidder, Cleanslate Chicago, LLC (1540 South Ashland, Chicago, IL) in the amount of $23,900.00. This contract is for one year of mowing services at the following four City Parks: Harbert, Beck, Butler and Twiggs. This was part of a joint bid with the Village of Skokie. Funding for this project is included in the proposed FY 2017 General Fund (Account 100.40.4330.62195), which has a total allocation of $142,000.00.

For Action

Ald. Wynne moved to recommend City Council authorize the City Manager to execute a contract award for the 2017 Mowing Services at Harbert, beck, Butler and Twiggs Parks to the low bidder, Cleanslate Chicago, LLC in the amount of $23,900.00, seconded by Ald. Holmes.

The Committee voted unanimously 4-0 to approve the contract.

(A3.6) Purchase of Two Watercrafts from Brunswick Commercial & Government Products for the Parks, Recreation & Community Services Department

Staff recommends City Council approval for the purchase of two (2) replacement watercrafts for the Parks, Recreation & Community Services Department from Brunswick Commercial & Government Products (420 Megan Z Avenue, Edgewater, FL) in the amount of $132,697. The purchase is through the City’s membership with the National Joint Purchasing Association. Funding will be from the Automotive Equipment Replacement (Account 601.19.7780.65550), with a FY 2017 Budget of $1,455,422.

For Action

Ald. Rainey moved to recommend City Council approval for the purchase of two (2) replacement watercrafts for the Parks, Recreation & Community Services Department.
Services Department from Brunswick Commercial & Government Products in the amount of $132,697, seconded by Ald. Holmes.

The Committee voted unanimously 4-0 to approve the contract.

(A3.7) Single Source Purchase of Seven Motorcycles from City Limits Harley-Davidson for the Evanston Police Department Traffic Management Bureau

Staff recommends City Council approval of the purchase of seven (7) Harley-Davidson Motorcycles for the Evanston Police Department Traffic Management Bureau. The motorcycles will be purchased from City Limits Harley-Davidson (2015 N. Rand Road, Palatine, IL) in the amount of $108,276. Funding will be from the following sources: Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $75,276, with a FY 2017 Budget of $1,455,422; and Equipment Leasing Fund (Account 601.19.7780.62402) in the amount of $33,000, with a FY 2017 Budget of $50,000.

For Action

Ald. Holmes moved to recommend City Council approval of the purchase of seven (7) Harley-Davidson Motorcycles for the Evanston Police Department Traffic Management Bureau. The motorcycles will be purchased from City Limits Harley-Davidson in the amount of $108,276, seconded by Ald. Rainey.

The Committee voted unanimously 4-0 to approve the purchase.

(A3.8) Resolution 30-R-17, Designating the Portion of Washington Street between Asbury Avenue and Ridge Avenue with the Honorary Street Name Sign, “Pope John XXIII School Way”

Staff received an honorary street name sign application from Alderman Brian Miller in honor of Pope John XXIII School. Due to time constraints, he has requested that we bypass the normal process and place the application on the March 27 City Council agenda for consideration of approval. The City Council has never approved an honorary street name sign without going through the formal naming process. Funds for the honorary street name sign program is budgeted in the Public Works Agency, Infrastructure and Maintenance Bureau - Traffic Operations' materials fund (Account 100.40.4520.65115).

For Action

Ald. Wynne moved to recommend City Council adopt Resolution 30-R-17, designating the portion of Washington Street between Asbury Avenue and Ridge Avenue with the Honorary Street Name Sign, “Pope John XXIII School Way”, seconded by Ald. Rainey.

The Committee voted unanimously 4-0 to adopt the resolution.

IV. ITEMS FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT
Ald. Wynne moved to adjourn the meeting. The meeting was adjourned at 6:24pm.
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee

From: David Stoneback, Public Works Agency Director
       Paul D’Agostino, Environmental Services Bureau Chief

Subject: Approval of Lowest Responsive and Responsible Bid (17-25) for the 2017 Dutch Elm Disease Control Program

Date: March 22, 2017

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract for the 2017 Dutch Elm Disease Prevention contract to the low bidder, Robert Kinnucan Tree Experts & Landscaping Company, Inc. (28877 Nagel Court, Lake Bluff, IL, 60044) in the amount of $693,079.80.

Funding Source:
Funding for this project will be from the Forestry Inoculation Fund (Account 100.40.4320.62497), which has a budget of $750,000.00.

Livability Benefits:
Built Environment: Enhance public spaces
Climate and Energy: Reduce greenhouse gas emissions
Natural Systems: Protect and restore natural ecosystems

Summary:
Work on this project includes providing a preventative treatment for Dutch Elm Disease (DED) in approximately 2,023 parkway and other publicly owned elm trees through the root flare injection of Arbotect 20-S at the three-year rate. This program is a continuation of the City Council’s expanded DED control methods initiated in September of 2004, and expanded to all public elms in 2011. The contract includes a requirement that the vendor extend their “per-inch” bid price ($11.42) to all Evanston property owners who wish to have their private elms injected in 2017.
Bids to perform the injections were opened and publicly read on March 21, 2017. A total of four bids were received as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
<th>Bid Per Inch</th>
<th># of Elms</th>
<th>Average diameter in inches</th>
<th>Award Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Kinnucan Tree Experts &amp; Landscaping Company, Inc.</td>
<td>28877 Nagel Court, Lake Bluff, IL, 60044</td>
<td>$11.42</td>
<td>2,023</td>
<td>30&quot;</td>
<td>$693,079.80</td>
</tr>
<tr>
<td>Sunrise Tree Care</td>
<td>110 Midlothian Road, Hawthorne Woods, Illinois 60047</td>
<td>$11.49</td>
<td>2,023</td>
<td>30&quot;</td>
<td>$697,328.10</td>
</tr>
<tr>
<td>Nels J. Johnson Tree Experts, Inc.</td>
<td>912 Pitner Avenue, Evanston, Illinois 60202</td>
<td>$13.00</td>
<td>2,023</td>
<td>30&quot;</td>
<td>$788,970.00</td>
</tr>
<tr>
<td>Davey Tree Expert Company</td>
<td>1500 N. Mantua Street, Kent, Ohio 44240</td>
<td>$13.95</td>
<td>2,023</td>
<td>30&quot;</td>
<td>$846,625.50</td>
</tr>
</tbody>
</table>

Staff has checked the references of the vendor, since they have not done any work for the City of Evanston in the past. All three references were very positive of the companies past performance.

Attachments:
M/W/EBE Compliance Review Memo
Memorandum

To: David Stoneback, Public Works Agency Director
   Paul D'Agostino, Environmental Services Bureau Chief

From: Tammi Nunez, Purchasing Manager

Subject: Dutch Elm Disease Control Program, Bid 17-25

Date: April 17, 2017

The goal of the Minority, Women, and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City has established a 25% M/W/EBE subcontracting participation goal for general contractors. However, Bid 17-25, Dutch Elm Disease Control Program precludes subcontracting opportunities. Therefore, a waiver is granted.
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee

From: David Stoneback, Director, Public Works Agency
       James Maiworm, Bureau Chief of Infrastructure Maintenance

Subject: Contract Extension for 2017 Crack Sealing Program

Date: March 8, 2017

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a one year contract extension for crack sealing services with Patriot Pavement Maintenance (825 Segers Rd., Des Plaines, IL 60016) in the amount of $100,000. This contract award is part of a bid let by the Municipal Partnering Initiative.

Funding Source:
Funding for this work will from the Street Maintenance Fund (Account 100.40.4510.62509), with a budget of $120,000.

Livability benefits:
Built environment – Enhance public spaces
Climate & Energy – Reduce material waste

Summary:
Eight years ago, the Public Works Agency implemented a crack sealing program designed to extend the life of recently resurfaced streets in Evanston. Crack sealing is performed three to five years after the street is resurfaced. Cracks develop on the street surface due to the weather conditions and the composite material pavement section. The cracks need to be sealed as they develop to prevent moisture and road salt from seeping into the base, which can lead to potholes and more serious road failures. The streets to be sealed each year are selected based on available funding, previous resurfacing year and road condition surveys conducted in the field by Public Works staff.

As was successfully completed in past years, the City has partnered with other north shore and northwest suburban communities under the Municipal Partnership Initiative. As a result of the partnership, a bid was let on February 2, 2016 and patriot Pavement
Maintenance Inc. was found to be the lowest responsible bidder. See the enclosed bid summary sheet. 2017 pricing is highlighted yellow and remains at the 2016 level.

**Bid Summary:**

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>Bid Bond</th>
<th>Adden. #1</th>
<th>Crack Sealant 1 year</th>
<th>Crack Sealant 2 year</th>
<th>Crack Sealant 3 year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Behm Pavement Crystal Lake, IL</td>
<td>Yes</td>
<td>Yes</td>
<td>$1.269</td>
<td>$1.269</td>
<td>$1.269</td>
</tr>
<tr>
<td>Denler Inc. Mokena, IL</td>
<td>Yes</td>
<td>Yes</td>
<td>$1.245</td>
<td>$1.29</td>
<td>$1.325</td>
</tr>
<tr>
<td>Patriot Pavement Des Plaines, IL</td>
<td>Yes</td>
<td>Yes</td>
<td>$1.17</td>
<td>$1.17</td>
<td>$1.19</td>
</tr>
<tr>
<td>SKC Construction West Dundee, IL</td>
<td>Yes</td>
<td>Yes</td>
<td>$1.31</td>
<td>$1.35</td>
<td>$1.39</td>
</tr>
</tbody>
</table>

Staff recommends extending the crack sealing contract with Patriot Pavement Maintenance at a price of $01.17 per pound.

Evaluation of streets has been completed and enclosed is the preliminary list of streets to be crack sealed as a part of the 2017 program. Additional streets may be added as funding allows.

**Priority locations for crack sealing this year include:**

<table>
<thead>
<tr>
<th>Street</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake Street</td>
<td>Pitner</td>
<td>Elmwood</td>
</tr>
<tr>
<td>Oak Street</td>
<td>Lake</td>
<td>Dempster</td>
</tr>
<tr>
<td>Dodge Ave</td>
<td>Emerson</td>
<td>Dempster</td>
</tr>
<tr>
<td>Dodge Ave</td>
<td>Main</td>
<td>Oakton</td>
</tr>
<tr>
<td>Forest Ave</td>
<td>Dempster</td>
<td>Main</td>
</tr>
<tr>
<td>South Blvd</td>
<td>Chicago</td>
<td>Arnold Pl</td>
</tr>
</tbody>
</table>

**Secondary locations are:**

| Sheridan               | Arnold Pl | South City Limits |
| Greenwood              | Darrow    | Dewey          |
| Greenleaf              | Ashland   | Asbury         |
| Mulford                | Dodge     | Dewey          |
| Colfax                 | Poplar    | Jackson        |
| Jackson                | Lincoln   | Colfax         |

**Legislative History:**
This contract was approved by the City Council on April 25, 2016
For City Council meeting of April 17, 2017
Item A1.3
Business of the City by Motion: Hot Mix Asphalt Purchase
For Action

Memorandum

To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee

From: David Stoneback, Public Works Agency Director
      James Maiworm, Bureau Chief of Infrastructure Maintenance

Subject: Single Source Purchase of Hot Mix Asphalt

Date: March 7, 2017

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a one-year single source contract for the purchase of Hot Mix Asphalt with Builders Asphalt (4413 Roosevelt Road Suite 108, Hillside, IL 60162) in the amount of $23,700.

Funding Source:
Funding for this purchase will be as follows:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Account</th>
<th>FY 2016 Budget</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>100.40.4510.65055</td>
<td>$100,000</td>
<td>$17,300</td>
</tr>
<tr>
<td>Water</td>
<td>510.40.4540.65051</td>
<td>$ 27,600</td>
<td>$  4,000</td>
</tr>
<tr>
<td>Sewer</td>
<td>515.40.4530.65051</td>
<td>$ 10,000</td>
<td>$  2,400</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$23,700</strong></td>
</tr>
</tbody>
</table>

Livability Benefits:
Built Environment – Enhance public spaces
Climate & Energy – Reduce material waste

Background Information:
Prior to 2011, City staff had purchased Hot Mix Asphalt from the Skokie plant of Orange Crush (now Builders Asphalt) using a Purchase Order for the invoiced amount of each job. In 2011 the City sought competitive bids for the purchase of Hot Mix Asphalt and Healy Asphalt of Mt. Prospect, IL was the only bidder for the materials and was awarded the contract by the City Council. The contract at that time allowed for up to four additional years of extension which were reviewed by staff and approved by City

In February 2016, a bid was advertised for asphalt materials and only one bidder provided a quote. That bidder, Peter Baker and Sons of Lake Bluff, IL is located 21 miles one way distance from Evanston and the trip could take as much time as one to two hours round trip. The distance and travel time to the asphalt plant becomes a significant operational concern as City staff would have up to two hours of unproductive/lost wait time while asphalt is picked up and transported to the job sites.

Analysis:
Last year, City staff approached the former Orange Crush asphalt plant now Builders Asphalt in Skokie to provide a quote. Once again, at the request of City Staff, Builders Asphalt has provided a quote and it compares as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Peter Baker (2017 verbal price)</th>
<th>Builders Asphalt (2017 written quote)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Modified Surface Asphalt</td>
<td>300 tons</td>
<td>$55.00</td>
<td>$54.00</td>
</tr>
<tr>
<td>2</td>
<td>Modified Binder mix</td>
<td>150 tons</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td>$24,000</td>
<td>$23,700</td>
</tr>
</tbody>
</table>

It is staffs opinion that awarding the Hot Mix Asphalt purchase to Builders Asphalt is in the City’s best interest for the following reasons:

- Favorable pricing provided by Builders Asphalt
- The operational efficiencies provided by a closer location for the materials
- The environmental benefits of the asphalt being provided from the closest asphalt plant.

The City Code of Ordinances allows in Section 1-17-1 for a purchase “without advertising for bids upon the authorization of the City Council”.

Attachments:
Builders Asphalt Quote
2017 PRODUCT PRICE LIST

City of Evanston
Attention: Jim Maiworm

Skokie Plant
3219 Oakton St
(847) 677-7780

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modified N50 Binder</td>
<td>$50.00</td>
</tr>
<tr>
<td>Modified N50 Surface</td>
<td>$54.00</td>
</tr>
<tr>
<td>Dump Broken Concrete (LD)</td>
<td>$50.00</td>
</tr>
<tr>
<td>Dump Broken Asphalt/Grindings (LD)</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

Respectfully submitted,

Ryan Gandy

ALL TRUCKS MUST BE TARPED WHEN LEAVING ANY OF THE PLANTS PER EPA REGULATIONS.

If payment terms of Net 30 days is not maintained, we reserve the right to suspend your account until it is brought current.

Prices are based on Net 30 day payment terms. Invoices not paid within 30 days of the billing date will be charged 1.5% per month interest on the unpaid balance.

WE APPRECIATE YOUR CONTINUED BUSINESS
Memorandum

To: Honorable Mayor and Members of the City Council
    Administration and Public Works Committee

From: David Stoneback, Public Works Agency Director
      Darrell A. King, Water Production Bureau Chief

Subject: Sole Source Purchase of Water Treatment Plant Turbidimeters

Date: April 10, 2017

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a sole source purchase of twelve turbidimeters and accessories from Hach Company (P.O. Box 608 Loveland, CO 80539-0608) in the amount of $49,220.55.

Funding Source:
Funding for this purchase will be split between Accounts 513.71.7330.65515.717014 & 510.40.4220.65085 with allocations of $25,000.00 and $85,000.00 respectively.

Livability Benefits:
Built Environment: Manage water resources responsibly
Health & Safety: Improve health outcomes

Background:
In 1989 the United States Environmental Protection Agency (USEPA) promulgated the Surface Water Treatment Rule (SWTR). The purpose of the SWTR is to reduce illnesses caused by pathogens in drinking water. The SWTRs requires water systems to filter and disinfect surface water sources.

A component of the SWTR requires water systems to continuously measure the turbidity (cloudiness) of each individual filter effluents (discharge). Because these measurements are used for reporting and compliance purposes, accurate measurement and strict adherence to approved methods is of paramount importance. Systems must use turbidimeters that conform to USEPA analytical methods in order to remain in compliance with the SWTR.
As required by the USEPA, the twenty-four rapid sand filters at the Evanston Water Treatment Plant are required to be equipped with USEPA approved individual effluent turbidimeters.

Council approved the sole source purchase of 24 Hach 1720e turbidimeters on December 14, 2009 in the amount of $66,588.14. Over the past few years these turbidimeters have become problematic in that their incandescent light sources fail or degrade over time. Additionally, the current Hach turbidimeters are required to be calibrated using a primary standard on a quarterly basis using an expensive calibration solution (formazin), and are labor intensive to calibrate.

Analysis:
The latest models of turbidimeters have two technology advantages. Lasers or LED lights are used rather than incandescent bulbs for the light source and the method of calibration has changed from the use of a calibration solution to a drop-in standard.

Three brands of turbidimeters, Hach, Swan and HF Scientific, all use the new lighting technology, but only the Hach and Swan models utilize the drop-in calibration standard. Both of these brands were tested at the water treatment plant for a 60 day trial period to verify performance and both were determined to perform well. However, staff recently learned that the Swan drop-in calibration method does not meet USEPA requirements and therefore cannot be used, meaning that the Swan units would have to be calibrated using the expensive calibration solution.

Staff is therefore recommending the purchase of the Hach TU 5300 turbidimeter. These units cost $3,915.15 each compared to the Swan units that cost $3,390 each. However the $6,300 cost difference for the 12 units will quickly be made up by not having to use the expensive calibration solution and the labor time saved during the calibration of the units using the drop-in standard.

The replacement schedule of the final twelve turbidimeters will be determined following an engineering evaluation of the west filter plant that will be conducted during 2017.

History:
The sole source purchase of the current twenty-four Hach turbidimeters was approved on December 14, 2009 in the amount of $66,588.14.
Memorandum

To: Honorable Mayor and Members of the City Council  
   Administration and Public Works Committee  

From:  David Stoneback, Public Works Agency Director  
   Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer  
   Dan Manis, P.E., Senior Project Manager  

Subject: Approval of Contract for 2017 Water Main Improvements and Street Resurfacing Project (Bid No. 17-03)  

Date: April 17, 2017  

Recommended Action:  
Staff recommends City Council authorize the City Manager to execute a contract for the 2017 Water Main Improvements and Street Resurfacing Project (Bid No. 17-03) with Joel Kennedy Constructing Corporation (2830 N. Lincoln Avenue, Chicago, IL 60657) in the amount of $2,659,267.00.  

Funding Source:  
Funding will be provided from the Water Fund (Account 513.71.7330.65515 – 417007) in the amount of $2,110,460.37, the CIP Fund (Account 415.40.4117.65515 – 417007) in the amount of $229,850.63, and the Sewer Fund (Account 515.40.4535.62461 – 417007) in the amount of $318,956.00.  This project was budgeted at $3,430,000 for FY 2017.  A summary of the funding is as follows:  

<table>
<thead>
<tr>
<th>Fund</th>
<th>Account</th>
<th>Amount Budgeted</th>
<th>Contract Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIP Fund (GO Bonds)</td>
<td>415.40.4117.65515 – 417007</td>
<td>$ 230,000</td>
<td>$ 229,850.63</td>
</tr>
<tr>
<td>Water Fund *</td>
<td>513.71.7330.65515 – 417007</td>
<td>$3,100,000</td>
<td>$ 2,110,460.37</td>
</tr>
<tr>
<td>Sewer Fund</td>
<td>515.40.4535.65515 – 417007</td>
<td>$ 320,000</td>
<td>$ 318,956.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$3,650,000</strong></td>
<td><strong>$2,659,267.00</strong></td>
</tr>
</tbody>
</table>

* GO Bonds abated by the Water Fund  

Livability Benefits:  
Built Environment: Enhance public spaces; Manage water resources responsibly  
Climate and Energy: Improve energy and water efficiency
Background Information:
This project consists of the installation of 4,771 feet of new water main of various diameters and 658 feet of a new relief/storm sewer extension of various diameters at locations throughout the City as follows:

<table>
<thead>
<tr>
<th>Project Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Street</strong></td>
</tr>
<tr>
<td>Grant St</td>
</tr>
<tr>
<td>Hinman Ave</td>
</tr>
<tr>
<td>Howard St</td>
</tr>
<tr>
<td>Lee St</td>
</tr>
</tbody>
</table>

The water mains to be replaced are either selected by condition based on the number of main breaks or selected to improve system capacity to meet anticipated fire flow demand. The sewer extension on Hinman will provide combined sewer relief to reduce the magnitude and frequency of sewer surcharging in the area. Grant and Lee Streets will be resurfaced after completion of the water main work. Howard Street and Hinman Avenue will be patched after completion of the water main work and sewer work, respectively. Howard Street is scheduled to be fully rehabilitated in 2019 using federal grant funds and Hinman Avenue is scheduled to be resurfaced using MFT funds in the summer of 2017.

This project also included a bid alternate to replace four outdoor drinking fountains at various parks throughout the City. These fountains are recommended to be replaced due to their condition and age. The fountains are located at Harper, Independence, Larimer, and McCulloch parks.

This project is scheduled to begin in May 2017 and be completed in October 2017.

Analysis:
This bid was advertised on Demandstar and in the Pioneer Press. Bids for the project were received and publicly read on March 21, 2017. Six contractors submitted bids for this project as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bolder Contractors, Inc.</td>
<td>316 Cary Point Drive, Cary, IL 60013</td>
</tr>
<tr>
<td>Copenhaver Construction</td>
<td>75 Koppie Drive, Gilberts, IL 60136</td>
</tr>
<tr>
<td>Glenbrook Excavating &amp; Concrete, Inc.</td>
<td>1350 N. Old Rand Road, Wauconda, IL 60084</td>
</tr>
<tr>
<td>Joel Kennedy Constructing Corp.</td>
<td>2830 N. Lincoln Avenue, Chicago, IL 60657</td>
</tr>
<tr>
<td>R. A. Mancini, Inc.</td>
<td>481 Scotland Rd, Unit101, Lakemoor, IL 60051</td>
</tr>
<tr>
<td>Swallow Construction Company</td>
<td>4250 Lacey Road, Downers Grove, IL 60515</td>
</tr>
</tbody>
</table>
The submitted bids cannot be withdrawn or canceled for a period of sixty (60) calendar days following the bid opening. The bids were reviewed by Dan Manis, Senior Project Manager. Attached is a bid tabulation showing the detailed bid results.

A summary of the bid pricing received was as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid Price</th>
<th>Alternate 1 Bid Price</th>
<th>Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joel Kennedy Constructing Corp.</td>
<td>$2,556,357.50</td>
<td>$102,909.50</td>
<td>$2,659,267.00</td>
</tr>
<tr>
<td>R. A. Mancini, Inc.</td>
<td>$2,784,331.00</td>
<td>$137,026.00</td>
<td>$2,921,357.00</td>
</tr>
<tr>
<td>Copenhaver Construction</td>
<td>$2,859,503.00</td>
<td>$93,056.00</td>
<td>$2,952,559.00</td>
</tr>
<tr>
<td>Glenbrook Excavating &amp; Concrete, Inc.</td>
<td>$2,840,485.20</td>
<td>$120,135.00</td>
<td>$2,960,620.20</td>
</tr>
<tr>
<td>Bolder Contractors, Inc.</td>
<td>$3,238,203.40</td>
<td>$136,629.00</td>
<td>$3,374,832.40</td>
</tr>
<tr>
<td>Swallow Construction Company</td>
<td>$3,502,725.00</td>
<td>$95,576.50</td>
<td>$3,598,301.50</td>
</tr>
</tbody>
</table>

Joel Kennedy Constructing Corporation has completed various projects for the City, and staff has found their work to be satisfactory. Therefore, staff recommends that the contract be awarded to Joel Kennedy Constructing Corporation for a total amount of $2,659,267.00.

The bid proposal indicated intent to meet the City’s M/W/EBE program goal and comply with the Local Employment Program. A memo reviewing compliance with the City’s M/W/EBE program goals is attached.

Attachments:
- Bid Tabulation
- Location Map
- Memo on M/W/EBE Compliance, dated 04/17/2017
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>TOTAL PRICE</th>
<th>UNIT PRICE</th>
<th>TOTAL QUANTITY</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TEMPORARY FENCE</td>
<td>FOOT</td>
<td>5,935</td>
<td>50</td>
<td>$2,000</td>
<td>11,900</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>TREE TRUNK PROTECTION</td>
<td>EACH</td>
<td>40</td>
<td>$150</td>
<td>6,000</td>
<td>21,000</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>TREE TRUNK PROTECTION</td>
<td>EACH</td>
<td>80</td>
<td>$60</td>
<td>4,800</td>
<td>288,000</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>TREE TRUNK PROTECTION</td>
<td>EACH</td>
<td>92</td>
<td>$50</td>
<td>4,600</td>
<td>230,000</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>FENCE RAIL FENCE würzburg of UNRESERVED MATERIAL</td>
<td>SQ YD</td>
<td>4,550</td>
<td>$27</td>
<td>122,850</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>FENCES RAIL FENCE würzburg</td>
<td>SQ YD</td>
<td>1,290</td>
<td>$27</td>
<td>35,030</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>FENSES WOODEN FENCE SPECIAL</td>
<td>SQ YD</td>
<td>1,145</td>
<td>$10</td>
<td>11,450</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>EXPLOSION TRENCH, SPECIAL (UP TO 8 FEET DEEP)</td>
<td>EACH</td>
<td>14</td>
<td>$1,000</td>
<td>14,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>INLET FILTERS</td>
<td>EACH</td>
<td>90</td>
<td>$20</td>
<td>1,800</td>
<td></td>
<td></td>
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<tr>
<td>10</td>
<td>SUBBASE GRANULAR MATERIAL, TYPE B</td>
<td>TON</td>
<td>70</td>
<td>$40</td>
<td>2,800</td>
<td></td>
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<tr>
<td>11</td>
<td>AGGREGATE FOR TEMPORARY ACCESS</td>
<td>TON</td>
<td>540</td>
<td>$30</td>
<td>16,200</td>
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<tr>
<td>12</td>
<td>BITUMINOUS MATERIALS (TACK COAT)</td>
<td>POUND</td>
<td>9,000</td>
<td>$0.10</td>
<td>900.00</td>
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<td></td>
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<tr>
<td>13</td>
<td>LEVELING BINDER (MACHINE METHOD), N50</td>
<td>TON</td>
<td>645</td>
<td>$110</td>
<td>70,950</td>
<td></td>
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<tr>
<td>14</td>
<td>HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT</td>
<td>SQ YD</td>
<td>410</td>
<td>$20</td>
<td>8,200</td>
<td></td>
<td></td>
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<tr>
<td>15</td>
<td>HOT-MIX ASPHALT SURFACE COURSE, MIX &quot;D&quot;, N50</td>
<td>TON</td>
<td>1,555</td>
<td>$120</td>
<td>186,600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>TEMPORARY COLD-MIX ASPHALT</td>
<td>TON</td>
<td>65</td>
<td>$150</td>
<td>9,750</td>
<td></td>
<td></td>
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<tr>
<td>17</td>
<td>PCC DRIVEWAY PAVEMENT, 6 INCH</td>
<td>SQ YD</td>
<td>215</td>
<td>$25</td>
<td>5,375</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>COMBINED SEWERS 12&quot;, SPECIAL (DIP CL 52)</td>
<td>FOOT</td>
<td>20</td>
<td>$200</td>
<td>4,000</td>
<td></td>
<td></td>
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<tr>
<td>19</td>
<td>COMBINED SEWERS 10&quot;, SPECIAL (PVC SDR 26)</td>
<td>FOOT</td>
<td>178</td>
<td>$150</td>
<td>26,700</td>
<td></td>
<td></td>
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<tr>
<td>20</td>
<td>STORM SEWERS 10&quot;, SPECIAL (DIP CL 52)</td>
<td>FOOT</td>
<td>38</td>
<td>$150</td>
<td>5,700</td>
<td></td>
<td></td>
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<tr>
<td>21</td>
<td>STORM SEWERS 8&quot;, SPECIAL (DIP CL 52)</td>
<td>FOOT</td>
<td>21</td>
<td>$120</td>
<td>2,520</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>WATER MAIN 10&quot; (DIP CL 52), PUSH JOINT, EXTERNAL ZINC-BASED COATED</td>
<td>FOOT</td>
<td>3,606</td>
<td>$195</td>
<td>703,170</td>
<td></td>
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<tr>
<td>23</td>
<td>WATER MAIN 8&quot; (DIP CL 52), PUSH JOINT, EXTERNAL ZINC-BASED COATED</td>
<td>FOOT</td>
<td>1,145</td>
<td>$170</td>
<td>194,850</td>
<td></td>
<td></td>
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<tr>
<td>24</td>
<td>WATER MAIN 6&quot; (DIP CL 52), PUSH JOINT, EXTERNAL ZINC-BASED COATED</td>
<td>FOOT</td>
<td>22</td>
<td>$220</td>
<td>4,840</td>
<td></td>
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</tr>
<tr>
<td>25</td>
<td>WATER SERVICE LINE, 2&quot; DIA OR LESS, SHORT, SPECIAL</td>
<td>EACH</td>
<td>26</td>
<td>$3,000</td>
<td>78,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>WATER SERVICE LINE, 4&quot; DIA OR GREATER, SPECIAL</td>
<td>EACH</td>
<td>2</td>
<td>$6,000</td>
<td>12,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>ADJUSTING SANITARY SEWERS, 8-INCH DIA OR LESS</td>
<td>EACH</td>
<td>14</td>
<td>$700</td>
<td>9,800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>FLUOROCARBON RUBBER (VITON) GASKET, 8&quot; EACH</td>
<td>100</td>
<td>$200</td>
<td>20,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>FLUOROCARBON RUBBER (VITON) GASKET, 6&quot; EACH</td>
<td>15</td>
<td>$150</td>
<td>2,250</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID EACH</td>
<td>5</td>
<td>$4,000</td>
<td>20,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>VALVE BOX EACH</td>
<td>3</td>
<td>$1,000</td>
<td>3,000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total for all items:** $2,228,170.00
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>51</td>
<td>FRAMES AND LIDS TO BE ADDED</td>
<td>$3,598,301.50</td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>FRAMES AND LIDS OPEN LESS SPECIAL</td>
<td>$2,952,559.00</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>FRAMES AND LIDS CLOSED LESS SPECIAL</td>
<td>$2,870,553.00</td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>REMOVING INSECTS</td>
<td>$700.00</td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>ROLLING LID BOXES</td>
<td>$350.00</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>LINING VALVES EACH</td>
<td>$700.00</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>LINING VALVE VALVES EACH</td>
<td>$350.00</td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>SPECIAL INTERNAL SEAL IN DISPOSAL</td>
<td>$2,000.00</td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>SPECIAL PLASTIC PLATE DISPOSAL</td>
<td>$2,000.00</td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>TRANSFERNCEY SIGNALING</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>THERMOPLASTIC PAINTING MARKING - LINE 6&quot; FOOT</td>
<td>$1,150</td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>BACKGROUD EACH</td>
<td>$1,800.00</td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>DETECTOR LOOP REPLACEMENT FOOT</td>
<td>$150</td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>TEMPORARY INFORMATION SIGNING</td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>STEEL PLATES TO MAINTAIN ACCESS (200 FEET) LSUM</td>
<td>$20,000.00</td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>SODDING, SALT TOLERANT SQ YD</td>
<td>$2,160.00</td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>RPZ ENCLOSURE WITH GREEN POWDER COATED FINISH EACH</td>
<td>$3,000.00</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>DRINKING FOUNTAIN DRAIN PIPE, 2&quot; DIA, PVC, SDR 26 FOOT</td>
<td>$600.00</td>
<td></td>
</tr>
<tr>
<td>69</td>
<td>EXISTING DRINKING FOUNTAIN REMOVAL EACH</td>
<td>$2,400.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total Base Bid**

Total price: $2,859,503.00

**Alternate 1, Drinking Fountain Removal and Replacement**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>TOPICAL FURNISHING AND PLACE, SPECIAL</td>
<td>$15,000</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>KITCHEN SALT TOWEL RAG</td>
<td>$800</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>FILTERS EACH</td>
<td>$200</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>SUBBASE DRAINAGE MATERIAL, TYPE II TON</td>
<td>$400</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>DRAIN CONCRETE CURB IN place 6&quot; INCH END</td>
<td>$200</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>DETECTABLE WARNINGS</td>
<td>$300</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>CLASS B PAVEMENT 3&quot;</td>
<td>$300</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>STREET SWEEPING</td>
<td>$600</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>DRINKING FOUNTAIN WATER SERVICE, 1&quot; DIA, COPPER</td>
<td>$25</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>DRINKING FOUNTAIN</td>
<td>$600</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>FOUNTAIN REPAIR PREVENTER</td>
<td>$50</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>FULL PORT BALL VALVE, BRONZE, LEAD FREE</td>
<td>$100</td>
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</tr>
<tr>
<td>14</td>
<td>FOUNTAIN INSTALLATION, TYPICAL</td>
<td>$150</td>
<td></td>
</tr>
</tbody>
</table>

**Total Alternate 1 Bid**

Total price: $3,958,301.00

**Total Project Bid**

Total price: $3,958,301.00
2017 Water Main Improvements and Street Resurfacing Project

This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.
To: David Stoneback, Public Works Agency Director  
Lara Biggs, P.E. Bureau Chief – Capital Planning / City Engineer  
Dan Manis, P.E, Senior Project Manager

From: Tammi Nunez, Purchasing Manager

Subject: 2017 Water Main Improvements and Street Resurfacing Project, Bid 17-03

Date: April 17, 2017

The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract. With regard to the 2017 Water Main Improvements and Street Resurfacing Project, Bid 17-03, Joel Kennedy Constructing Corporation’s total base bid is $2,659,267.00 and they will receive 23.6% credit for compliance towards the M/W/EBE goal.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ozinga Ready Mix Concrete</td>
<td>Concrete</td>
<td>$190,000.00</td>
<td>7%</td>
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<td>X</td>
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<tr>
<td>2525 W. Oakton</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Evanston, IL 60201</td>
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<td></td>
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<tr>
<td>E. King Construction</td>
<td>Freight Trucking</td>
<td>$50,000.00</td>
<td>1.8%</td>
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<tr>
<td>3865 W. Columbus Ave</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Chicago, IL 60652</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Menini Cartage, Inc.</td>
<td>Freight Trucking</td>
<td>$55,000.00</td>
<td>2%</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>951-B Estes Court</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Schaumburg, IL 60193</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Orient Express Service</td>
<td>Gravel Hauling</td>
<td>$60,000.00</td>
<td>2.2%</td>
<td></td>
<td>X</td>
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</tr>
<tr>
<td>26526 N. US Highway 12</td>
<td></td>
<td></td>
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<tr>
<td>Waconda, IL 60084</td>
<td></td>
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</tr>
<tr>
<td>Chicagoland Truckin’ Company</td>
<td>Dump Trucking</td>
<td>$92,000.00</td>
<td>3.5%</td>
<td></td>
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<td></td>
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<tr>
<td>5494 W. Roosevelt Road</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chicago, IL 60644</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Midwest Rem Enterprise, Inc.</td>
<td>Specialized Freight</td>
<td>$10,000.00</td>
<td>.3%</td>
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</tr>
<tr>
<td>2601 W. Lemoyne Melrose Park, IL 60160</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roughneck Concrete Drilling</td>
<td>Construction</td>
<td>$23,769.00</td>
<td>.8%</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>8400 Lehigh Ave</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morton Grove, IL 60053</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Barrera Construction Inc.</td>
<td>Concrete Paving</td>
<td>$160,000.00</td>
<td>6%</td>
<td></td>
<td>X</td>
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</tr>
<tr>
<td>123 Red Oak Court</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Chicago, IL 60185</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total M/W/EBE</strong></td>
<td></td>
<td><strong>$640,769.00</strong></td>
<td>23.6%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CC: Martin Lyons, Assistant City Manager/CFO
Memorandum

To: Honorable Mayor and Members of the City Council
Administration and Public Works Committee

From: David Stoneback, Public Works Agency Director
Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer
Dan Manis, P.E., Senior Project Manager

Subject: Approval of Contract for 2017 Motor Fuel Tax (MFT) Street Resurfacing Project (Bid No. 17-04)

Date: April 17, 2017

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract for the 2017 MFT Street Resurfacing Project (Bid No. 17-04) with J.A. Johnson Paving Company (1025 E. Addison Court, Arlington Heights, IL 60005) in the amount of $977,779.00.

Funding Source:
Funding will be provided from the MFT Fund (Account 415.40.4217.65515 – 417004) with a budget of $1,391,000.

Livability Benefits:
Built Environment: Enhance public spaces

Background Information:
This project consists of the rehabilitation 1.2 miles of roadway at seven locations throughout the City as follows:

<table>
<thead>
<tr>
<th>Street</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cowper Avenue</td>
<td>Grant Street</td>
<td>Harrison Street</td>
</tr>
<tr>
<td>Dodson Street</td>
<td>Hartrey Avenue</td>
<td>Grey Avenue</td>
</tr>
<tr>
<td>Grey Avenue</td>
<td>Foster Street</td>
<td>North End</td>
</tr>
<tr>
<td>Hinman Avenue</td>
<td>Kedzie Street</td>
<td>Main Street</td>
</tr>
<tr>
<td>Livingston Street</td>
<td>Green Bay Road</td>
<td>Broadway Avenue</td>
</tr>
<tr>
<td>South Boulevard</td>
<td>Asbury Avenue</td>
<td>Ridge Avenue</td>
</tr>
<tr>
<td>Wesley Avenue</td>
<td>Dempster Street</td>
<td>Grove Street</td>
</tr>
</tbody>
</table>
Work consists of repair to concrete curbing, replacement of sidewalk curb ramps as needed, road base patching, asphalt street resurfacing and related parkway restoration. The construction plans and specifications were completed by Capital Planning & Engineering Bureau staff.

This project is scheduled to begin in May 2017 and be completed in July 2017.

Analysis:
This bid was advertised on Demandstar and in the Pioneer Press. Bids for the project were received and publicly read on April 4, 2017. Three contractors submitted bids for this project as follows.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Builders Paving LLC</td>
<td>4413 Roosevelt Rd, Hillside, IL 60162</td>
</tr>
<tr>
<td>J.A. Johnson Paving Co.</td>
<td>1025. E. Addison Ct, Arlington Heights, IL 60005</td>
</tr>
<tr>
<td>Schroeder Asphalt Services, Inc.</td>
<td>P.O. Box 831, Huntley, IL 60142</td>
</tr>
</tbody>
</table>

The submitted bids cannot be withdrawn or canceled for a period of sixty (60) calendar days following the bid opening. The bids were reviewed by Dan Manis, Senior Project Manager. Attached is a bid tabulation showing the detailed bid results.

A summary of the bid pricing received was as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>J.A. Johnson Paving Co.</td>
<td>$ 977,779.00</td>
</tr>
<tr>
<td>Builders Paving LLC</td>
<td>$ 1,088,000.00</td>
</tr>
<tr>
<td>Schroeder Asphalt Services, Inc.</td>
<td>$ 1,028,813.90</td>
</tr>
</tbody>
</table>

J.A. Johnson Paving Company has completed various projects for the City, and staff has found their work to be satisfactory. Therefore, staff recommends that the contract be awarded to J.A. Johnson Paving Company for a total amount of $977,779.00.

This project is not Local Employment Program eligible due to the use of MFT funds. The bid proposal indicated intent to partially meet the City’s M/W/EBE program goal. A memo reviewing compliance with the City’s M/W/EBE program goals is attached.

Attachments:
Bid Tabulation
Location Map
Memo on M/W/EBE Compliance, dated 04/17/2017
## CITY OF EVANSTON

### TABULATION OF BIDS FOR 2017 MFT RESURFACING PROJECT

#### APPROVED ENGINEER’S ESTIMATE

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF BIDDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>J.A. JOHNSON PAVING CO.</td>
</tr>
<tr>
<td>SCHROEDER ASPHALT SERVICES, INC.</td>
</tr>
<tr>
<td>BUILDERS PAVING LLC</td>
</tr>
<tr>
<td>1025 E. ADDISON COURT</td>
</tr>
<tr>
<td>P.O. BOX 831</td>
</tr>
<tr>
<td>ARLINGTON HEIGHTS, IL 60065</td>
</tr>
<tr>
<td>HUNTERLY, IL 60142</td>
</tr>
<tr>
<td>4413 ROOSEVELT ROAD</td>
</tr>
<tr>
<td>HILSDEE, IL 60162</td>
</tr>
</tbody>
</table>

#### DATE: 5/4/16

**TIME: 2:00 P.M.**

**ATTENDED BY:** DM, PA

**NAME AND ADDRESS OF BIDDERS**

- SCHROEDER ASPHALT SERVICES, INC.
  - 1025 E. ADDISON COURT
  - HUNTERLY, IL 60142
  - APPROVED

- J.A. JOHNSON PAVING CO.
  - 4413 ROOSEVELT ROAD
  - HILSDEE, IL 60162
  - APPROVED

- BUILDERS PAVING LLC
  - 4413 ROOSEVELT ROAD
  - HILSDEE, IL 60162
  - APPROVED

#### TIME:

- 2:00 P.M.

#### ATTENDED BY:

- DM, PA

### ITEMS

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Items</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TEMPORARY FENCE</td>
<td>FOOT</td>
<td>5,180</td>
<td>2.00</td>
<td>$10,360.00</td>
</tr>
<tr>
<td>2</td>
<td>TREE TRUNK PROTECTION</td>
<td>EACH</td>
<td>13</td>
<td>200.00</td>
<td>$2,600.00</td>
</tr>
<tr>
<td>3</td>
<td>TREE ROOT PRUNING</td>
<td>FOOT</td>
<td>2,910</td>
<td>7.00</td>
<td>$20,370.00</td>
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<tr>
<td>4</td>
<td>TREE PRUNING (OVER 10 INCH DIAMETER)</td>
<td>EACH</td>
<td>157</td>
<td>100.00</td>
<td>$15,700.00</td>
</tr>
<tr>
<td>5</td>
<td>EARTH EXCAVATION</td>
<td>CU YD</td>
<td>56</td>
<td>60.00</td>
<td>$3,360.00</td>
</tr>
<tr>
<td>6</td>
<td>TRENCH BACKFILL</td>
<td>CU YD</td>
<td>11</td>
<td>60.00</td>
<td>$660.00</td>
</tr>
<tr>
<td>7</td>
<td>DRAINAGE INLET</td>
<td>TON</td>
<td>6</td>
<td>45.00</td>
<td>$270.00</td>
</tr>
<tr>
<td>8</td>
<td>TARP</td>
<td>TON</td>
<td>1</td>
<td>9.00</td>
<td>$9.00</td>
</tr>
<tr>
<td>9</td>
<td>AGGREGATE BASE COURSE, TYPE B 4”</td>
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<td>637</td>
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<td>$3,822.00</td>
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<tr>
<td>10</td>
<td>AGGREGATE BASE COURSE, TYPE B 6”</td>
<td>SQ YD</td>
<td>90</td>
<td>8.00</td>
<td>$720.00</td>
</tr>
<tr>
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<td>H.E.S. PORTLAND CEMENT CONCRETE BASE COURSE</td>
<td>SQ YD</td>
<td>196</td>
<td>60.00</td>
<td>$11,760.00</td>
</tr>
<tr>
<td>12</td>
<td>AGGREGATE FOR TEMPORARY ACCESS</td>
<td>TON</td>
<td>49</td>
<td>55.00</td>
<td>$2,695.00</td>
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<tr>
<td>13</td>
<td>BITUMINOUS MATERIALS (TACK COAT)</td>
<td>TON</td>
<td>8</td>
<td>230.00</td>
<td>$1,840.00</td>
</tr>
<tr>
<td>14</td>
<td>AGGREGATE</td>
<td>TON</td>
<td>8</td>
<td>170.00</td>
<td>$1,360.00</td>
</tr>
<tr>
<td>15</td>
<td>TOPSOIL FURNISH AND PLACE, SPECIAL</td>
<td>CU YD</td>
<td>295</td>
<td>60.00</td>
<td>$17,700.00</td>
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<tr>
<td>16</td>
<td>AGGREGATE (PRIME COAT)</td>
<td>TON</td>
<td>1,005</td>
<td>9.00</td>
<td>$9,045.00</td>
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<td>17</td>
<td>LEVELING BINDER (MACHINE METHOD), N50</td>
<td>TON</td>
<td>1,005</td>
<td>10.00</td>
<td>$10,050.00</td>
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<tr>
<td>18</td>
<td>H.O.M. ASPHALT SURFACE REMOVAL - BUTT JOINT</td>
<td>TON</td>
<td>635</td>
<td>9.00</td>
<td>$5,715.00</td>
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<tr>
<td>19</td>
<td>TEMPORARY RAMP</td>
<td>SQ YD</td>
<td>1,270</td>
<td>5.00</td>
<td>$6,350.00</td>
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<td>H.O.M. ASPHALT BINDER COURSE, IL-19.0, N50</td>
<td>TON</td>
<td>305</td>
<td>75.00</td>
<td>$22,875.00</td>
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<tr>
<td>21</td>
<td>HOT-MIX ASPHALT SURFACE COURSE, MIX &quot;D&quot;, N50</td>
<td>TON</td>
<td>2,990</td>
<td>9.00</td>
<td>$26,910.00</td>
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<tr>
<td>22</td>
<td>INCIDENTAL HOT-MIX ASPHALT SURFACING</td>
<td>TON</td>
<td>45</td>
<td>350.00</td>
<td>$16,250.00</td>
</tr>
<tr>
<td>23</td>
<td>VOLATILE MATERIALS</td>
<td>TON</td>
<td>8</td>
<td>170.00</td>
<td>$1,360.00</td>
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<td>24</td>
<td>PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH</td>
<td>SQ YD</td>
<td>339</td>
<td>65.00</td>
<td>$22,035.00</td>
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<tr>
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<td>PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH</td>
<td>SQ YD</td>
<td>65</td>
<td>75.00</td>
<td>$4,875.00</td>
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<tr>
<td>26</td>
<td>PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH</td>
<td>SQ FT</td>
<td>10,115</td>
<td>9.00</td>
<td>$91,035.00</td>
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<tr>
<td>27</td>
<td>DETECTABLE WARNING</td>
<td>SQ FT</td>
<td>10,115</td>
<td>5.00</td>
<td>$50,575.00</td>
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<td>28</td>
<td>PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL (VARIABLE DEPTH)</td>
<td>SQ YD</td>
<td>750</td>
<td>15.00</td>
<td>$11,250.00</td>
</tr>
<tr>
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<td>HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)</td>
<td>SQ YD</td>
<td>19,275</td>
<td>6.00</td>
<td>$115,650.00</td>
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<td>PAVEMENT REMOVAL</td>
<td>SQ YD</td>
<td>430</td>
<td>20.00</td>
<td>$8,600.00</td>
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<tr>
<td>31</td>
<td>DRIVEWAY PAVEMENT REMOVAL</td>
<td>SQ YD</td>
<td>514</td>
<td>18.00</td>
<td>$9,252.00</td>
</tr>
<tr>
<td>32</td>
<td>CURB REMOVAL</td>
<td>FOOT</td>
<td>6,120</td>
<td>6.00</td>
<td>$36,720.00</td>
</tr>
<tr>
<td>33</td>
<td>COMBINATION CURB AND GUTTER REMOVAL</td>
<td>FOOT</td>
<td>830</td>
<td>6.00</td>
<td>$4,980.00</td>
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<tr>
<td>34</td>
<td>SIDEWALK REMOVAL</td>
<td>SQ FT</td>
<td>10,115</td>
<td>2.00</td>
<td>$20,230.00</td>
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<tr>
<td>35</td>
<td>CLASS B PATCHES, SPECIAL, 9”</td>
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<td>390</td>
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<tr>
<td>36</td>
<td>CLASS D PATCHES, SPECIAL, 9”</td>
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<td>170</td>
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<td>$15,300.00</td>
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<tr>
<td>37</td>
<td>FIBER GLASS FABRIC REPAIR SYSTEM</td>
<td>SQ YD</td>
<td>795</td>
<td>45.00</td>
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</tr>
<tr>
<td>38</td>
<td>STORM SEWERS 8&quot;, SPECIAL (DIP CL 52)</td>
<td>FOOT</td>
<td>30</td>
<td>150.00</td>
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</tr>
<tr>
<td>39</td>
<td>INLETS, TYPE A, Z-DIAMETER, TYPE 1 FRAME, OPEN LID (SPECIAL)</td>
<td>EACH</td>
<td>1</td>
<td>$1,200.00</td>
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</tr>
<tr>
<td>40</td>
<td>MANHOLE TO BE RECONSTRUCTED</td>
<td>EACH</td>
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<td>300.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>41</td>
<td>VALVE VAULTS TO BE RECONSTRUCTED</td>
<td>EACH</td>
<td>1</td>
<td>1,300.00</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>42</td>
<td>VALVE BOXES TO BE ADJUSTED</td>
<td>EACH</td>
<td>17</td>
<td>350.00</td>
<td>$5,950.00</td>
</tr>
</tbody>
</table>

#### TOTAL:

- **$10,360.00**
- **$3,360.00**
- **$11,760.00**
- **$9,045.00**
- **$10,050.00**
- **$5,715.00**
- **$22,875.00**
- **$27,900.00**
- **$26,910.00**
- **$16,250.00**
- **$11,250.00**
- **$9,252.00**
- **$36,720.00**
- **$4,980.00**
- **$20,230.00**
- **$35,100.00**
- **$15,300.00**
- **$35,725.00**
- **$4,500.00**
- **$1,200.00**
- **$300.00**
- **$1,300.00**
- **$1,300.00**
- **$300.00**
- **$3,900.00**
## CITY OF EVANSTON
### TABULATION OF BIDS FOR
### 2017 MFT RESURFACING PROJECT
### 17-00280-00-RS

**APPRAOVED ENGINEER’S ESTIMATE**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Items</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Cost</th>
<th>Unit Price</th>
<th>TOTAL</th>
<th>Unit Price</th>
<th>TOTAL</th>
<th>Unit Price</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>43</td>
<td>FRAMES AND GRATES TO BE ADJUSTED</td>
<td>EACH</td>
<td>33</td>
<td>$450.00</td>
<td>$14,850.00</td>
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<td>$11,550.00</td>
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<td>$11,550.00</td>
<td>$375.00</td>
<td>$12,375.00</td>
</tr>
<tr>
<td>44</td>
<td>FRAMES AND LIDS TO BE ADJUSTED</td>
<td>EACH</td>
<td>9</td>
<td>$550.00</td>
<td>$4,950.00</td>
<td>$490.00</td>
<td>$4,410.00</td>
<td>$490.00</td>
<td>$4,410.00</td>
<td>$300.00</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>45</td>
<td>FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)</td>
<td>EACH</td>
<td>45</td>
<td>$1,000.00</td>
<td>$45,000.00</td>
<td>$600.00</td>
<td>$27,000.00</td>
<td>$600.00</td>
<td>$27,000.00</td>
<td>$650.00</td>
<td>$29,250.00</td>
</tr>
<tr>
<td>46</td>
<td>FRAMES AND LIDS, OPEN LID (SPECIAL)</td>
<td>EACH</td>
<td>6</td>
<td>$500.00</td>
<td>$3,000.00</td>
<td>$400.00</td>
<td>$2,400.00</td>
<td>$400.00</td>
<td>$2,400.00</td>
<td>$350.00</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>47</td>
<td>FRAMES AND LIDS, CLOSED LID (SPECIAL)</td>
<td>EACH</td>
<td>22</td>
<td>$500.00</td>
<td>$11,000.00</td>
<td>$400.00</td>
<td>$8,800.00</td>
<td>$400.00</td>
<td>$8,800.00</td>
<td>$350.00</td>
<td>$7,700.00</td>
</tr>
<tr>
<td>48</td>
<td>CONCRETE CURB, TYPE 6 (AEP Modified)</td>
<td>FOOT</td>
<td>4,405</td>
<td>$25.00</td>
<td>$110,125.00</td>
<td>$16.20</td>
<td>$71,361.00</td>
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**TOTAL BID**

| AS READ | $1,368,153.50 | $977,779.00 | $1,028,813.90 | $1,088,000.00 |
| AS CORRECTED | $1,368,153.50 | $977,779.00 | $1,028,813.90 | $1,088,000.00 |
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To: David Stoneback, Public Works Agency Director  
Lara Biggs, P.E. Bureau Chief – Capital Planning / City Engineer  
Dan Manis, P.E, Senior Project Manager

From: Tammi Nunez, Purchasing Manager

Subject: 2017 Motor Fuel Tax (MFT) Street Resurfacing Project, Bid 17-04

Date: April 17, 2017

The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract. With regard to the 2017 Motor Fuel Tax (MFT) Street Resurfacing Project, Bid 17-04, J.A. Johnson’s total base bid is $977,779.00 and they will receive 19% credit for compliance towards the M/W/EBE goal.

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<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
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<td><strong>Total M/W/EBE</strong></td>
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<td><strong>$185,841.78</strong></td>
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</table>

CC: Martin Lyons, Assistant City Manager/CFO
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee

From: David Stoneback, Public Works Agency Director
      Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer
      Sat Nagar, P.E., Senior Project Manager

Subject: Emerson Street/Ridge Avenue/Green Bay Road Project (RFQ 13-12)
         Phase III Engineering Services Contract Change Order No. 1

Date: March 29, 2017

Recommended Action:
Staff recommends City Council authorize the City Manager to execute Change Order No. 1 for the Phase III Construction Engineering Services with ESI Consultants, Ltd., (1979 N. Mill Street, Suite 100, Naperville, IL 60563) in the amount of $92,787.67. This will increase the contract fee from $723,803.89 to $816,591.56. There is no time extension associated with this change order.

Funding Source:
This change will be funded from the Capital Improvement Fund 2016 GO Bonds (Account No. 415.40.4116.65515-416450). The construction contract is approximately 98% complete and based on actual quantities; staff believes that the final construction contract amount will be approximately $400,000 below the awarded contract amount for items proposed to be funded by GO Bond funds.

Livability Benefits:
Built Environment: Enhance public spaces; Provide compact and complete streets and neighborhoods
Climate & Energy: Reduce greenhouse gas emissions
Equity & Empowerment: Ensure equitable access to community assets
Health & Safety: Promote healthy, active lifestyles

Background:
The Emerson/Ridge/Green Bay project is a federally funded project and the City is required to follow the Illinois Department of Transportation (IDOT) Standards and federal guidelines in the project execution. Therefore, IDOT holds the contract with the construction contractor, ALamp Concrete Contractors, Inc. IDOT is responsible to pay the contractor, and then they ask for reimbursement for the City’s share of the costs. The City of Evanston holds the contract for engineering services with ESI Consultants.
The City pays the engineering firm, ESI Consultants, and asks IDOT for reimbursement for the IDOT share of the cost.

The City Council awarded the Phase III Construction Engineering services contract for the Emerson/Ridge/Green Bay Project to ESI Consultants on January 16, 2016. While the construction contract (awarded to ALamp) had the original milestones of construction substantial completion by October 31, 2016, and landscaping/final completion of June 15, 2017, this engineering contract had an original completion date of December 31, 2018 in order to accommodate completion of the traffic signal timing.

Analysis:
The change order for the construction engineering services includes a construction supervision time extension and design of additional signage/ signal operations described in the tasks noted below:

Task 1 – Project Shut Down Due to State Budget Impasse
Due to the State of Illinois budget impasse, the Illinois Department of Transportation (IDOT) instructed the City to have the project contractor demobilize any materials and equipment from the construction site. This task includes an additional engineering effort needed to set up a safe construction zone and additional temporary pavement markings to ensure safety of the travelling public during the shut down. This task also includes the necessary paper work required by IDOT to process the additional mobilization and demobilization cost. This will result in a contract increase of $20,958.40.

Task 2 – Additional Inspection Hours Due to Project Shutdown
Due to the five-week duration IDOT imposed construction shutdown, the street lights and traffic signal equipment installation extended beyond October 31, 2016, from November 1, 2016 to January 31, 2017. This resulted in additional construction observation hours by ESI. This will result in a contract increase of $43,819.96.

Task 3 – Additional Mast Arm Sign Design
Northbound Ridge Avenue south of Emerson has a specific lane designations for Emerson Street, Green Bay Road & Ridge Avenue traffic. The travelling public has expressed concern regarding inadequate signage when travelling northbound on Ridge. Therefore, staff is recommending that an additional mast arm sign with directive signage be installed just north of Clark Street on Ridge Avenue to alleviate this concern. ESI will design the new mast arm sign (including the foundation) to be installed as part of the project. This task is for the design only. This will result in a contract increase of $13,449.12.

Task 4 – Emerson, Ridge & Green Bay Intersection Signal Timing Analysis
Based on comments received, motorists travelling on Emerson making right turn on northbound and southbound Green Bay Road are encountering limited visibility because of the larger turning radius. Additional modelling and traffic signal analysis can be used to improve the signal timing for the intersection operation by providing a pedestrian-only walk phase. This will improve pedestrian safety. This will result in a contract increase of $6,102.61.
**Task 5 – Final As-Built Survey and Electronic Drawings**

The City has been transitioning to receiving all engineering drawing information to be stored in electronic format. This allows information, such as underground utilities, to be more easily imported into the GIS system. This task was not in the original contract. This will result in a contract increase of $8,457.58.

A summary of the contract increase for this change order is as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Proposed Cost Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 – Project Shut Down Due to State Budget Impasse</td>
<td>$20,958.40</td>
</tr>
<tr>
<td>Task 2 – Additional Inspection Hours Due to Project Shutdown</td>
<td>$43,819.96</td>
</tr>
<tr>
<td>Task 3 – Additional Mast Arm Sign Design and Installation</td>
<td>$13,449.12</td>
</tr>
<tr>
<td>Task 4 – ERBG Intersection Signal Timing Analysis</td>
<td>$6,102.61</td>
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<tr>
<td>Task 5 – Final As-Built Survey and Electronic Drawings</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$92,787.67</strong></td>
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Overall, this change order will result in a total increase of $92,787.67. There is no time extension as a result of this change order.

IDOT has stated that they will pay the increase in construction cost for ALamp related to the IDOT directive to shut down the project. The City has requested reimbursement of the engineering costs related to IDOT directive, but IDOT has declined to reimburse the City for these charges. Therefore, the City will need to fund this change order entirely from GO bonds. The final construction contract is estimated to be approximately $400,000 under the cost, so it is likely that this extra cost will be offset by construction savings.

The detailed memo from ESI consultants explaining the various tasks and the cost breakdown is attached.

**Legislative History:**
City Council awarded Phase I Engineering Services to ESI on October 28, 2013
City Council awarded Phase II Engineering Services to ESI on February 23, 2015
City Council awarded Phase III Engineering Services to ESI on January 10, 2016

**Attachments:**
ESI additional scope memo
Change order form
Sat Nagar, P.E. 
City of Evanston 
2100 Ridge Ave 
Evanston, IL 60201 

Re: Phase III – ESI Revised Supplement for Construction Engineering Services Intersection Improvements of Emerson Street, Ridge Avenue and Green Bay Road

March 28, 2017

Dear Mr. Nagar:

Please find attached for your consideration, the requested supplement in the amount of $92,787.67 for the above-referenced project. The initial contract amount is $723,803.88 and with the addition of this supplement, the revised amount will be $816,591.55. This supplement includes five tasks:

Task 1 is in the amount of $20,958.40 and is for the additional time spent for the IDOT shutdown in the last weeks of June and the first weeks of July in 2016. Contract work was suspended and additional effort was required to ensure that the project site was made safe by placing temporary pavement in areas that were excavated and removal of staged material and traffic control devices. ESI will of course work with Evanston to recover this cost from IDOT.

Task 2 is in the amount of $43,819.96 and has been estimated with a duration of an additional 8 weeks for a full time Resident Engineer as well as administrative and direct costs and minimal support from the Project Manager. This additional duration considers the contractor's revised schedule to complete the project beyond the initial contract completion date of October 31, 2017 through January of 2017 and the additional work related to the added signs / foundation for 1 week for the following construction engineering services:

- Task 1 amount will cover the construction inspection required for work activities during November 2016. The contractor was granted an extension for this period due to the IDOT shutdown.
- Construction inspection for the installation of the traffic signals at seven intersections during the month of December 2016.
- Construction inspection for the installation of 66 new LED street lights along the corridors as well as new viaduct underpass lighting in the month of January 2017.

With this project being federally funded, the construction activities completed in the months of December and January required full time construction inspection in order to accurately document the construction progress, to quantify the work performed for
payment and to ensure that the work was performed in a safe manner and in accordance with the plans and specifications.

Task 3 is additional work requested by the City of Evanston in the amount of $11,392.80 to provide a design for the foundation, pole and mast arm to accommodate three new street signs over northbound Ridge Avenue. These signs will allow for vehicles to clearly see which lanes are designated for Emerson Street, Green Bay Road and Ridge Avenue as they approach the new intersection configuration.

Task 4 is additional work requested by the City of Evanston in the amount of $6,102.61 to revise the traffic signal timing at the intersection of Emerson Street, Green Bay Road and Ridge Avenue. There is a potential safety concern given that westbound Emerson Street is allowed to make a right turn to northbound Green Bay Road while pedestrians are allowed to cross Green Bay Road. Due to the large turning radius at the northeast corner of Emerson and Green Bay, drivers are encountering limited visibility of the pedestrians crossing Green Bay Road. The revised timings require additional modeling of the intersection to determine the proper timings that will allow pedestrians to cross Green Bay Road while restricting vehicles from making the right turn from westbound Emerson to northbound Green Bay.

Task 5 is additional work requested by the City of Evanston in the amount of $8,457.58 to provide a final survey and accurate electronic as-built drawings of the completed project. These services were not included in the original scope of work since it was anticipated to be provided by others.

Because of the unique nature and timing of this work additional DBE participation is not included so we are also confirming the waiver for the 15% DBE participation. With the additional amount of this supplement, ESI still expects to achieve a DBE participation of 13.9% on this project.

If you have any comments or questions regarding this proposal, please contact myself or Joe Chiczewski at 312-277-1700.

Sincerely,

ESI Consultants Ltd.

Kevin Siksta, P.E.
Construction Services Manager

Cc: Lara Biggs, P.E., City of Evanston
    Joseph Chiczewski, P.E – President
    Kevin Hayes, P.E., A.I.A – Vice President
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DBE 0.00%
## PAYROLL RATES

**FIRM NAME**: ESI Consultants Ltd.  
**DATE**: 03/28/17  
**PRIME/SUPPLEMENT**: Prime  
**PSB NO.**: Evanston - ERGB Intersection Impr.  

**ESCALATION FACTOR**: 0.00%

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<tr>
<td>Vice President / Director</td>
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<tr>
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**PSB:** Evanston - ERGB Intersection Impr.  
**DATE:** 03/28/17

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**PREPARED BY THE AGREEMENTS UNIT**

Printed 3/28/2017 9:17 PM
### Evanston - ERGB Intersection Impr.

3/28/2017

**FIRM**  
ESI Consultants Ltd.

**PSB**  
Evanston - ERGB Intersection Impr.

**PRIME/SUPPLEMENT**  
Prime

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3/28/2017

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PSB
PRIME/SUPPLEMENT

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<td></td>
</tr>
<tr>
<td>Project/Resident Engineer 1</td>
<td></td>
<td></td>
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<tr>
<td>Engineer 3</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Engineer 2</td>
<td></td>
<td></td>
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<tr>
<td>Engineer 1</td>
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<td>HR Manager</td>
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<td></td>
</tr>
<tr>
<td>Senior Technician</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician 3</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician 2</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Technician 1</td>
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<tr>
<td>Administrative Associate 3</td>
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<tr>
<td>Administrative Associate 2</td>
<td></td>
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<td></td>
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<td>Administrative Associate 1</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APS - Subcontractor, DBE</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

11 of 1
### Evanston - ERGB Intersection Improvements

**Construction Engineering Services - Direct Costs**

#### Task 1 - IDOT Shutdown

<table>
<thead>
<tr>
<th>Month</th>
<th>TOTAL</th>
<th>UNIT $</th>
<th>TOTAL $</th>
</tr>
</thead>
<tbody>
<tr>
<td>June</td>
<td></td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Working Days</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Vehicle For RE |     | 10     | 10      | $65.00   | $650.00  |
| For ESI Inspectors |   | 10     | 10      | $65.00   | $650.00  |
| Senior Manager   |     | 4      | 4       | $65.00   | $260.00  |

**TOTAL DIRECT COSTS - ESI** $1,560.00

#### Task 2 - Construction

<table>
<thead>
<tr>
<th>Month</th>
<th>TOTAL</th>
<th>UNIT $</th>
<th>TOTAL $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dec</td>
<td>20</td>
<td>20</td>
<td>40</td>
</tr>
<tr>
<td>Jan</td>
<td>20</td>
<td>40</td>
<td></td>
</tr>
</tbody>
</table>

| Vehicle For RE |     | 20     | 20      | 40       | $65.00   | $2,600.00 |
| Senior Manager |     | 4      | 4       | 8        | $65.00   | $520.00   |

**TOTAL DIRECT COSTS - ESI** $3,120.00

#### Task 3 - Inspection of Foundation for Signs

| Vehicle For RE |     | 4      | 4       | $65.00   | $260.00  |
| Senior Manager |     | 0      |         | $65.00   | $0.00    |

**TOTAL DIRECT COSTS - ESI** $260.00

#### Task 4 - Final Survey & As-Builts

| Vehicle For RE |     | 8      | 8       | $65.00   | $520.00  |
| Senior Manager |     | 0      |         | $65.00   | $0.00    |

**TOTAL DIRECT COSTS - ESI** $520.00

**Total** $5,460.00
<table>
<thead>
<tr>
<th>DBE DROl BOX</th>
<th>ITEM</th>
<th>MANHOURS</th>
<th>PAYROLL</th>
<th>OVERHEAD &amp; FRINGE BENEFITS</th>
<th>IN-HOUSE DIRECT COSTS</th>
<th>FIXED FEE</th>
<th>Outside Direct Costs</th>
<th>SERVICES BY OTHERS</th>
<th>DBE TOTAL</th>
<th>TOTAL</th>
<th>% OF GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Revised Ped Crossing Analysis</td>
<td>30</td>
<td>1,301.28</td>
<td>1,585.48</td>
<td>100.00</td>
<td>481.47</td>
<td>0.00</td>
<td>0.00</td>
<td>3,468.23</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subconsultant DL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTALS</td>
<td>30</td>
<td>1,301.28</td>
<td>1,585.48</td>
<td>100.00</td>
<td>481.47</td>
<td>0.00</td>
<td>0.00</td>
<td>3,468.23</td>
<td>100.00%</td>
<td></td>
</tr>
</tbody>
</table>
# Average Hourly Project Rates

**Firm**: SSE  
**PSB**: Task 2 - SCAT Study - Additional Services  
**Prime/Supplement**: Prime  
**Date**: 03/28/17  

## Payroll

<table>
<thead>
<tr>
<th>Payroll Classification</th>
<th>Average Hourly Rates</th>
<th>Total Project Rates</th>
<th>Revised Ped Crossing Analysis</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hours</td>
<td>% Part.</td>
<td>Wgtd Avg</td>
</tr>
<tr>
<td>Principal / Project M</td>
<td>64.32</td>
<td>6</td>
<td>12.86</td>
</tr>
<tr>
<td>Signal Engineer</td>
<td>38.14</td>
<td>24</td>
<td>30.51</td>
</tr>
<tr>
<td>Traffic Technician</td>
<td>23.10</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Totals**  
30 100% $43.38 30 100.00% $43.38 0 0% $0.00 0 0% $0.00 0 0% $0.00 0 0% $0.00
CITY OF EVANSTON
CHANGE ORDER

<table>
<thead>
<tr>
<th>Project:</th>
<th>Emerson/ Ridge/ Green Bay Project (RFQ 13-12)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner:</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>Consultant:</td>
<td>ESI Consultants</td>
</tr>
</tbody>
</table>

The following changes are hereby made to the AGREEMENT:
Scope of construction engineering has been modified to include additional construction inspection, project shut down due to State budget, additional mast arm sign, additional modelling to improve pedestrian safety at Emerson/Green Bay Intersection and preparing electronic As-Built drawings.

<table>
<thead>
<tr>
<th>Change to CONTRACT PRICE:</th>
<th>$92,787.67</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original CONTRACT PRICE:</td>
<td>$723,803.88</td>
</tr>
<tr>
<td>Current CONTRACT PRICE</td>
<td>$n/a</td>
</tr>
<tr>
<td>adjusted by previous</td>
<td></td>
</tr>
<tr>
<td>CHANGE ORDERS</td>
<td></td>
</tr>
<tr>
<td>Total change in CONTRACT</td>
<td>$92,787.67</td>
</tr>
<tr>
<td>PRICE for this CHANGE</td>
<td></td>
</tr>
<tr>
<td>ORDER</td>
<td></td>
</tr>
<tr>
<td>The CONTRACT PRICE</td>
<td>$816,591.55</td>
</tr>
<tr>
<td>including this CHANGE</td>
<td></td>
</tr>
<tr>
<td>ORDER will be</td>
<td></td>
</tr>
</tbody>
</table>

Original Date for Contract Completion | June 15, 2017
Time Extension (in calendar days) | 30 days
Modified Date for Contract Completion | July 15, 2017

Approved by (Owner):
City of Evanston Date

Accepted by (Consultant):
ESI Consultants Date
For City Council meeting of April 17, 2017

Item A1.8

Business of the City by Motion: Agreement Renewal for Summer Clothing

For Action

Memorandum

To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee

From: Lawrence C. Hemingway, Parks, Recreation and Community Services Director
   Bob Dorneker, Parks and Recreation Assistant Director

Subject: Renewal of the Agreement with Express Press to supply clothing for the Parks, Recreation and Community Services Summer Programs

Date: April 17, 2017

Recommended Action:
Staff recommends that the City Council authorize the City Manager to execute the renewal option of the agreement with Express Press, (18560 E St. Louis Street, Springfield, MO. 65802) for the Parks, Recreation and Community Services Department 2017 summer clothing, in an amount not to exceed $26,400.

Funding Source:
Funding for clothing will be from the following Business Units:

<table>
<thead>
<tr>
<th>Facility/Program</th>
<th>Business Unit</th>
<th>Total 2017 Budget Allocation</th>
<th>Projected Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Crown Center</td>
<td>100.30.3030.65020</td>
<td>$1,000</td>
<td>$600</td>
</tr>
<tr>
<td>Robert Crown Center</td>
<td>100.30.3030.65110</td>
<td>$9,500</td>
<td>$1,500</td>
</tr>
<tr>
<td>Chandler Community Center</td>
<td>100.30.3035.65110</td>
<td>$19,200</td>
<td>$7,600</td>
</tr>
<tr>
<td>Fleetwood-Jourdain Center</td>
<td>100.30.3040.65110</td>
<td>$46,811</td>
<td>$2,800</td>
</tr>
<tr>
<td>Fleetwood-Jourdain Theatre</td>
<td>100.30.3045.65020</td>
<td>$3,600</td>
<td>$400</td>
</tr>
<tr>
<td>Summer Food/Drop In Programs</td>
<td>100.30.3050.65110</td>
<td>$13,100</td>
<td>$300</td>
</tr>
<tr>
<td>Levy Senior Center</td>
<td>100.30.3055.65020</td>
<td>$325</td>
<td>$200</td>
</tr>
<tr>
<td>Lakefront Operations</td>
<td>100.30.3080.65020</td>
<td>$5,100</td>
<td>$2,100</td>
</tr>
<tr>
<td>Robert Crown Ice Center</td>
<td>100.30.3095.65020</td>
<td>$3,600</td>
<td>$2,600</td>
</tr>
<tr>
<td>Special Recreation</td>
<td>100.30.3130.65020</td>
<td>$1,300</td>
<td>$1,100</td>
</tr>
<tr>
<td>Youth and Young Adult</td>
<td>100.30.3215.65020</td>
<td>$2,500</td>
<td>$1,200</td>
</tr>
<tr>
<td>Ecology Camp</td>
<td>100.30.3610.65020</td>
<td>$3,600</td>
<td>$3,100</td>
</tr>
<tr>
<td>Arts Programs</td>
<td>100.30.3720.65020</td>
<td>$5,650</td>
<td>$2,900</td>
</tr>
</tbody>
</table>
Livability Benefits:
Economy and Job: Expand job opportunities.

Summary Bid 16-20:
Parks Recreation and Community Services Department operates a number of summer programs, which clothing is provided to both employees and participants for identification purposes. The intent of the 2016 clothing bid was to combine all the department’s purchases in one bid request for obtaining pricing from qualified clothing apparel vendors for jackets, hats and camp shirts. Previously, staff obtained separate quotes for items being purchased. Clothing costs for camp items have been included in the overall fee being charged for the programs.

In April 2016, bids were sent to fourteen potential respondents, including two Evanston based businesses and advertised on Demand Star. Only Express Press and American Soccer Company submitted a bid proposal. The term of the contract was for one year with an optional renewal of one year, which staff recommends renewing the bid with Express Press for 2017. Express Press did a good job with the printing of items, supplying the requested types of clothing requested and meeting the delivery schedule. Additionally, they will maintain all 2016 pricing for items being purchased.

- Express Press (18560 East St. Louis Street, Springfield, MO
- American Soccer Company, Inc. dba Score Sports
  726 E. Anaheim Street, Wilmington, CA 90744

Below is summary of the projected items to be purchased and the price range for each clothing item. A pricing range is listed below because the actual price of each item is determined by the color of the shirts, number of printed screen, color of the ink and quantity being ordered.

<table>
<thead>
<tr>
<th>Garment Type/Size</th>
<th>Projected Quantity being ordered</th>
<th>Express Press/Cost per item</th>
<th>American Soccer Company/Cost per item</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-shirt/2T</td>
<td>74</td>
<td>$3.10 to $3.88</td>
<td>$6.41</td>
</tr>
<tr>
<td>T-shirt/4T</td>
<td>450</td>
<td>$3.10 to $3.88</td>
<td>$6.41</td>
</tr>
<tr>
<td>T-shirt/Child small</td>
<td>580</td>
<td>$2.94 to $3.72</td>
<td>$6.26 to $6.60</td>
</tr>
<tr>
<td>T-shirt/Child medium</td>
<td>803</td>
<td>$2.94 to $3.72</td>
<td>$6.26 to $6.60</td>
</tr>
<tr>
<td>T-shirt/Child large</td>
<td>650</td>
<td>$2.94 to $3.72</td>
<td>$6.26 to $6.74</td>
</tr>
<tr>
<td>T-shirt/Adult X-small</td>
<td>195</td>
<td>$2.94 to $4.50</td>
<td>$6.26 to $7.02</td>
</tr>
<tr>
<td>T-shirt/Adult small</td>
<td>590</td>
<td>$2.94 to $4.50</td>
<td>$6.26 to $7.02</td>
</tr>
<tr>
<td>T-shirt/Adult medium</td>
<td>752</td>
<td>$2.94 to $4.50</td>
<td>$6.26 to $7.19</td>
</tr>
<tr>
<td>Item</td>
<td>Quantity</td>
<td>Price Range</td>
<td>Total Price Range</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------</td>
<td>---------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>T-shirt/Adult large</td>
<td>516</td>
<td>$2.94 to $4.50</td>
<td>$6.26 to $7.19</td>
</tr>
<tr>
<td>T-shirt/Adult XL</td>
<td>344</td>
<td>$2.94 to $4.50</td>
<td>$6.26 to $7.02</td>
</tr>
<tr>
<td>T-shirt/Adult XXL</td>
<td>133</td>
<td>$4.92 to $6.48</td>
<td>$8.26 to $9.19</td>
</tr>
<tr>
<td>T-shirt/Adult XXL</td>
<td>32</td>
<td>$6.03 to $7.59</td>
<td>$10.26 to $11.19</td>
</tr>
<tr>
<td>Polo - various sizes</td>
<td>49</td>
<td>$5.29 to $8.29</td>
<td>Did not provide pricing</td>
</tr>
<tr>
<td>Tank Tops shirts/Lakefront/</td>
<td>93</td>
<td>$5.07 to $6.02</td>
<td>Did not provide pricing</td>
</tr>
<tr>
<td>Light jackets/Lakefront/</td>
<td>19</td>
<td>$16.50</td>
<td>Did not provide pricing</td>
</tr>
</tbody>
</table>

Attachment:
Copy of the contract for Express Press
CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for

Parks, Recreation and Community Services Summer Clothing

THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this 10th day of April, 2017, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the “City”), and Express Press, with offices located at 18560 East St. Louis Street, Springfield MO., 65802, (hereinafter referred to as the “Consultant”). Compensation for all basic Services (“the Services”) provided by the Consultant pursuant to the terms of this Agreement shall not exceed $24,500.

I. COMMENCEMENT DATE

Consultant shall commence the Services on April 17, 2017 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE
Consultant shall complete the Services by September 1, 2017. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS
City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES
Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Proposal/Qualifications No. #16-20 (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City’s direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City’s business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker’s Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its subconsultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant’s work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City’s prior written consent. The Consultant shall be responsible for the accuracy and quality of any
subconsultant’s work.

All subconsultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City’s obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. Independent Consultant. Consultant’s status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own
expense comply with all applicable workers compensation, unemployment insurance, employer’s liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

F. Ownership of Documents and Other Materials. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant’s own general reference.

G. Payment. Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City’s receipt of an invoice and all such supporting documentation.

H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City’s authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City’s expenses for and in connection with the audit respecting such invoice.

I. Indemnity. Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and
all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant’s subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subConsultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant’s
performance or failure to perform the Services hereunder: (1) worker’s compensation in statutory limits and employer’s liability insurance in the amount of at least $500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than $3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than $1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least $1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Consultant’s Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant’s certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the “Other Insurance” clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney’s fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

K. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant’s employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City’s written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited
statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

L. Use of City's Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

M. No Assignments or Subcontracts. Consultant shall not assign or subcontract all or any part of its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

N. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

O. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmens' or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in
connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any subConsultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

P. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

Q. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

R. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

S. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

T. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

U. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant’s noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law,
the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

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

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 et. seq.), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

D. The Consultant's internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

F. Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act,
the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of contra proferentem shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.
IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT: 

By __________________________
Its: __________________________
FEIN Number: _______________
Date: _______________________

CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201

By:__________________________
Its: City Manager _____________
Date: _______________________

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Revised 7-13
EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated ______ between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201 (“City”) and ______________ (“Consultant”) sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: 4/17/17

II. COMPLETION DATE: 9/1/17

III. FEES:

IV. SERVICES/SCOPE OF WORK:

   As defined in RFP/Q #16-20 (Exhibit B) and Consultants Response to Proposal (Exhibit C)
   Dated: March 31, 2016
For City Council meeting of April 17, 2017  
Item A1.9
Business of the City by Motion: Agreement with ETHS to Supply meals for Summer Food Program
For Action

Memorandum

To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee

From: Lawrence C. Hemingway, Parks, Recreation & Community Services
       Director
   Bob Dorneker, Parks and Recreation Assistant Director

Subject: Approval of the agreement with Evanston Township High School to supply breakfast and lunch meals for the 2017 Summer Food Program

Date: April 17, 2017

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute an agreement with Evanston Township High School (E.T.H.S.), (1600 Dodge Avenue, Evanston 60201) to provide breakfast and lunch meals for the 2017 Summer Food Service Program in the not-to-exceed amount of $1.50 for breakfast and $3.25 per lunch.

Funding Source:
This is a reimbursement program in which the total amount of reimbursement the City will receive is solely dependent upon the number of meals served and varies depending on the levels of participation. The City’s estimated reimbursement is calculated using the highest daily participation level stated in our application. Funding for this program is budgeted in business unit 100.30.3050, Recreation Outreach Program, where program expenditures are charged back and revenue credited. There is a food budget allocation of $76,888.

Expense Account 100.30.3050.65025 (projected food costs) $126,000
Estimated revenue reimbursed to revenue Account 100.30.3050.53565 $146,983

Livability Benefits:
Economy and Job: Expand job opportunities and retain expand local businesses.
Health and Safety: Provide access to fresh, healthful food.
Summary:
The City participates in a Summer Food Service Program, which is an entitlement program sponsored by USDA and administered by Illinois State Board of Education (ISBE) to provide free breakfast and lunch to all youth ages 1-18. The lunch program will be held Mondays through Fridays, June 12 – August 18, 2017, at the following sites: Robert Crown Center, Fleetwood-Jourdain Center, James Park, Kingsley School, McGaw YMCA, Mason Park and Oakton School. Breakfast meals are only served at Fleetwood-Jourdain Center, Robert Crown Center, James Park and Oakton School.

The estimated participation level stated in our application is 242 breakfasts and 862 lunches per day. Current rate of reimbursement set by the Federal Government is $2.1450 per breakfast and $3.7700 per lunch served. For 2016, 10,186 breakfast meals and 35,855 lunch meals were served. Reimbursement totaled $153,411.25.

Meals will be prepared at E.T.H.S. by their kitchen staff and transported to the meal sites. Parks, Recreation and Community Services staff is responsible for the overall coordination of each site, including set up, distribution, monitoring, safety, clean up and record keeping.

Non Competitive Bid Award Regulations for Summer Food Programs
(7 CFR 225.15(b)(1))
The Federal regulations allow programs that sponsor Summer Food Programs to first consider their local School district as a source for obtaining meal service. Using E.T.H.S. or another local public to prepare or obtain meals do not require a competitive bid process. Although, the site must be approved by the Illinois State Board of Education, which they have approved E.T.H.S. to supply meals for our program.

E.T.H.S. is also accustomed to preparing large numbers of meals during the school year and has the facilities and the staff to prepare meals for the SFSP. In addition, E.T.H.S. staff is very knowledgeable about the USDA requirements for meal standards, which must be met. E.T.H.S. was not utilized in prior years because they could not transport meals to the sites and their per meal costs exceeded other vendors.

For comparison, Open Kitchens, Inc. supplied the lowest unit price meal in 2016 for the city’s program at a rate of $3.25 per lunch meal. Breakfast meals were prepared by staff at the Fleetwood-Jourdain and food was purchased from local grocery supply stores.

The per meal cost rates that E.T.H.S. provided is also within the budgeted reimbursement amount pre-determined by the Federal Government and our estimate of providing the 2017 is below.

Projected overall summer food Service lunch program 2017
Projected expenditures for the program sites: $166,000
Projected reimbursement: $146,983
Number of lunches served: 43,056
Attachments:
Illinois State Board of Education Contract
Proposal from Evanston Township High School
THIS AGREEMENT is made and entered into by and between:

__________________________
Name of Sponsor

and __Evanston Township High School________________________________________.

Name of Vendor

The Vendor agrees to furnish meals as ordered by the Sponsor for the period of:

__________________________
                      to

Based on the following:

<table>
<thead>
<tr>
<th>Meal Type</th>
<th>Estimated Servings per Day</th>
<th>Estimated Number of Serving Days</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>Breakfast</td>
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<td></td>
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<tr>
<td>AM or PM Snack</td>
<td>N/A</td>
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<tr>
<td>Lunch</td>
<td>862</td>
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<tr>
<td>Supper</td>
<td>N/A</td>
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The Vendor agrees to deliver ________________________ (unitized or bulk) meals _____________________________ (inclusive or exclusive) of milk on a daily basis to the location(s) during the timeframes indicated in Schedule A, attached hereto and incorporated into this Agreement. The unit prices of each meal type which the Vendor agrees to furnish must be written in ink or typed in the blank space provided above. The price should be based on costs less the value of government donated foods provided by the Sponsor (this adjustment may be reflected in the unit price or in an adjustment on the final billing). The Vendor may not subcontract for the total meal, with or without milk, or for the assembly of the meals.

The unit prices submitted are based on the cycle menu in Schedule B, attached hereto and incorporated into this Agreement. The meals furnished shall meet or exceed Summer Food Service Program (SFSP) meal pattern requirements as specified in Schedule C, attached hereto and incorporated into this Agreement, and Title 7, Part 225 of the Code of
Federal Regulations. If the Sponsor elects to participate in the offer vs serve option allowed in Section 225.16(f), the parties agree to meet the requirements defined in Part 210 of Title 7 of the Code of Federal Regulations, and an appropriate meal plan (Schedule C) must be added to this Agreement.

Notification of any changes in approved sites will be made by the Sponsor not less than __3____ days prior to the day delivery of the meals are to begin or end. The Sponsor reserves the right to increase or decrease the number of meals ordered on __72_______hour(s) notice. Less notice may be provided, if mutually agreed upon between the parties of this Agreement at the time notice is given.

The Vendor agrees to package and deliver meals in containers that meet local health standards. Foods subject to spoilage must be maintained at temperatures of less than 41 degrees Fahrenheit or at 140 degrees Fahrenheit or above, as applicable, during transport. The Vendor assures it has State or local health certification at the meal preparation facility(ies) and that health and sanitation requirements will be met at all times. The Vendor must ensure that meals are inspected periodically to determine bacteria levels. The bacteria level results must be promptly sent to the Sponsor and the State Agency.

The Vendor shall attach a ticket with each delivery specifying the date and quantity of meals by type that are provided. The delivery ticket must also state the menu for the day so each site can ensure the proper meals are being delivered. The Sponsor or Sponsor’s representative must sign each delivery ticket, keep a copy, and document any discrepancies. The Vendor shall promptly submit itemized invoices to the Sponsor __monthly______________________ (weekly or monthly), which specify the quantity of meals by type delivered during the preceding _____month__________ (week, month). Invoices not provided within the time limit may be disallowed by the Sponsor.

The Vendor shall not be paid for unauthorized menus, incomplete meals, meals that do not comply with SFSP meal pattern requirements (Schedule C), meals not delivered within the specified delivery time period, meals rejected because they do not comply with temperature requirements, or foods that are substandard in quality or show signs of spoilage. The Vendor is responsible for any costs the Sponsor may incur as a result of replacing these meals. Vendors will be informed within forty-eight (48) hours of any disallowed meals.

The Vendor shall be paid by the Sponsor for all meals delivered in accordance with this contract and SFSP regulations. Neither United States Department of Agriculture (USDA) nor the State Agency assumes any liability to the Vendor, nor for payment to the Sponsor or Vendor of differences between the number of meals delivered by the Vendor and the number of meals served by the Sponsor that are eligible for reimbursement.
The Sponsor shall have the option to cancel this Agreement if the Federal government withdraws funds to support the SFSP. It is further understood that, in the event of cancellation of this Agreement, the Sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this Agreement.

The Vendor agrees to maintain all records (supported by invoices, menus, production records, receipts, etc) that the Sponsor needs to meet its responsibilities under Title 7, Part 225 of the Code of Federal Regulations. These records shall be available for inspection and audit by representatives of the Sponsor, the Illinois and/or Chicago Department of Public Health, the State Agency, U.S. Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place for up to three years from the date of receipt of final payment or until final resolution of any audits or investigations. The Vendor shall comply with the appropriate bonding requirements, as set forth in subsections 225.15(m)(5) through (m)(7) of Title 7 of the Code of Federal Regulations.

This Agreement may be terminated by either party upon thirty (30) days written notification. This Agreement is hereby executed by the following parties as of the date indicated below:

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<tr>
<th>Acceptance of Agreement</th>
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Vendor Representative’s Signature

Printed Name of Vendor Representative

Title      Date

Sponsor Representative’s Signature

Printed Name of Sponsor Representative’s Signature

Title      Date
Evanston Township High School’s Proposal to Furnish Food Service to City of Evanston’s Summer Camps 2017

Evanston Township High School ("Vendor") proposes to furnish the following for the City of Evanston’s ("City") Summer Camps 2017:

1. Bulk meals including breakfasts, lunches and snacks to the Fleetwood Jourdain Community Center, Mason Park Community Center, James Park Community Center, Robert Crown Community Center, Kingsley School, Oakton School and YMCA.
   a. Meals, when served in the designated portions, will meet all meal pattern requirements of the National School Lunch Program and will include the appropriate amounts of meat/meat alternate, vegetables, fruits and grains.
   b. Meals will be prepared at Evanston Township High School according to the final menu to be agreed upon by both parties by May 1, 2017.
   c. The menu is subject to change based on food cost and availability.
   d. The number of meals will be based on a weekly order estimate given on the Thursday of the prior week.
      i. Count can be adjusted no later than 3 days prior to production. If less than a 3-day notice is given, the weekly estimate will be billed accordingly.
2. Vendor will deliver to all locations by 10:30 AM. Delivery will include the daily snack and lunch, and in addition, the breakfast for the following day.
   a. All unsold food will be communicated to allow ETHS to track and maintain accurate projections of food quantities.
   b. Soiled bins and other items will be returned when meals are dropped off the following day.
3. Vendor assumes full responsibility for the food safety of the meals until they are taken to location, at which time the City will assume responsibility for the safe handling and serving of the meals.
4. Vendor will begin service on June 12, 2017 and the final day of service will be August 18, 2017.
5. The price per lunch is $3.25 and breakfast is $1.50.
6. A monthly invoice will be submitted to the City by the fifth day of each month by Vendor for the preceding month.
7. Payment is due to vendor within thirty (30) days of receipt of the invoice. Payments will be sent to:
   a. ETHS Nutrition Services Department
      Evanston Township High School District #202
      1600 Dodge Avenue
      Evanston, IL 60204

__________________________________________  __________________________
Evanston Township High School, Dist. # 202     City of Evanston

________________________
Date

________________________
Date
Memorandum

To: Honorable Mayor and Members of the City Council
Administration & Public Works Committee

From: Martin Lyons, Assistant City Manager/Chief Financial Officer
Erika Storlie, Deputy City Manager/Director of Administrative Services
Rickey A. Voss, Division Manager, Revenue/Parking

Subject: Change Order No. 2 to 2016 Contract with SP Plus Corporation for
Management and Operations of Three Self-Park Facilities

Date: March 24, 2017

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 to the contract for the 2016 Management and Operations of Three Self-Park Facilities to SP Plus Corporation (200 East Randolph Street, Suite 7700, Chicago, IL, 60601). This Change Order will cover additional expenses incurred in 2016 for the management and operations of three self-park facilities.

Funding Source:
Funding for the project will be provided by the Parking Fund;
FY2017 Budget $1,672,588.00

Funding provided by:
Church Street Garage: 505.19.7025.62400 $31,099.05
Sherman Garage: 505.19.7036.62400 $70,380.00
Maple Garage: 505.19.7037.62400 $62,196.00

The FY2016 budget was $1,672,588. Combining this change order in the amount of $163,675.05 with the original 2016 contract amount of $1,508,500 results in total costs of $1,672,175.05 a contract increase of 10.8%. The 2017 not-to-exceed contract amount is $1,490,925.

Summary:
The original contract proposed a not-to-exceed contract amount of $1,508,500 but due to unexpected increases in staffing operational costs associated with the installation of a new Parking Access and Revenue Control system (PARCS), SP Plus Incorporated incurred expenses in excess of the not-to-exceed contract amount. In order for SP Plus to implement a new Remote Monitoring System the new Parking Access and Revenue
Control System (PARCS) installation had to be completed. The additional expenses are related to staff wages incurred until completion of installation and then SP Plus staffing would be reduced as we move to remote monitoring. The following provides a synopsis of the additional expenses.

- Payroll overages mandated by union agreement totaled $183,475.05.
- Move to remote monitoring in September 2016 and a credit of $19,800 applied for removal of telecom expenses.
- Final additional expense: $163,675.05

Legislative History:
The original contract for SP Plus Incorporated (formerly Central Parking Systems) for the Management and Operations of Three Self-Park Facilities was presented and approved at the December 9, 2013 Administration & Public Works Committee meeting.  
http://www.cityofevanston.org/assets/CC%20%20Actions%2012.9.13%20Final.pdf

A new agreement with SP Plus Incorporated was approved at the December 14, 2015 City Council meeting for FY2016 and 2017.
https://www.cityofevanston.org/home/showdocument?id=5357

Attachments:
SP Plus Invoice
Change Order #2
January 12, 2017

VIA U.S. MAIL, RETURN RECEIPT REQUESTED

City of Evanston
Attn: Purchasing Division
2100 Ridge Avenue
Evanston, Illinois 60201

Re: Professional Services Agreement, dated January 1 2016, between the City of Evanston (the “City”) and SP Plus Corporation (“SP”).
Outstanding Invoice of $163,675.05

Dear Sir or Madam:

Enclosed please find an invoice dated October 6, 2016 (the “Invoice”) setting forth a balance of $163,675.05 due SP, which is currently past due.

As you are aware, the Invoice is for reimbursement of additional payroll incurred by SP, which resulted from the delay in installing the City’s new parking and revenue control system. The City agreed to reimburse such payroll costs pursuant to Page 20 of Exhibit C of the Agreement (SP’s Proposal for Management and Operations of Three Self Park Facilities RFP #: 15-65). The attached emails between Bill Burns of SP and Rickey Voss of the City further indicate that the City was aware that SP continued to incur additional costs. The City also requested that SP wait to invoice the City so that all such costs incurred as a result of the equipment delay could be included in one final change order. The attached Invoice reflects such total. For your convenience, I have included supporting documentation for the applicable payroll costs.

The Agreement requires that the City make payments in accordance with the Illinois Local Government Prompt Payment Act (the “Act”). The Act requires that all invoices be approved/disapproved within 30 days from the date of such invoice and all approved amounts be paid within an additional 30 days. The failure to make payments in accordance with the Act may result in an interest penalty of 1% of the unpaid amount for each month that said amount remains unpaid.

Please remit the balance due within ten (10) days of the date of this letter. If payment is not received by said date, then SP intends to charge interest on the unpaid balance in accordance with the Act. Notwithstanding, SP reserves all rights and remedies available under the Agreement, in law or in equity.
If you would like to discuss this matter, then please call me at 312.274.2055.

Very truly yours,

Robert Alva
Regional Manager

cc: Martin Lyons, Assistant City Manager (via email)
    Rickey Voss, Parking / Fleet Division Manager (via email)
    James Buczek, Senior Vice President (via email)
    Erik Jarmurz, Corporate Legal (via email)
    Accounts Receivable

Encl. (3)
## Summary Invoice

**Customer**

<table>
<thead>
<tr>
<th>Name</th>
<th>City of Evanston</th>
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<tbody>
<tr>
<td>Address</td>
<td>2100 Ridge Avenue</td>
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<tr>
<td>City</td>
<td>Evanston</td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>IL</td>
</tr>
<tr>
<td>ZIP</td>
<td>60201</td>
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</tbody>
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**Invoice No. 51971-CSR-2016**

200 East Randolph  
Suite 5475  
Chicago, IL 60601

**INVOICE**

**Qty** | **Description**                                                                 | **Unit Price** | **TOTAL** |
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<th></th>
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<tbody>
<tr>
<td></td>
<td>Customer Service Representative Payroll Advance</td>
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<tr>
<td></td>
<td>Customer Service Representative Payroll, January 2016</td>
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<td></td>
<td>Customer Service Representative Payroll, February 2016</td>
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<td></td>
<td>Customer Service Representative Payroll, March 2016</td>
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<td>Customer Service Representative Payroll, April 2016</td>
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<td>Customer Service Representative Payroll, May 2016</td>
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<td>Customer Service Representative Payroll, June 2016</td>
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<td>Customer Service Representative Payroll, July 2016</td>
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<td></td>
<td>Customer Service Representative Payroll, August 2016</td>
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<tr>
<td></td>
<td>Telecom Credit per Agreement</td>
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| SubTotal  | Shipping                          | 163,675.05     |
| Tax Rate(s)|                                   |                |
| TOTAL      |                                   | 163,675.05     |

**Payment**  
Check

**Comments**

Name:  
CC #:  
Expires:

Thank You!
City of Evanston  
Administrative Services Department  
Parking/Fleet Division

2015 Management and Operations of Three Self-Park Facilities  
Change Order #2 (Contract Amendment)

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Contractor:</td>
<td>SP Plus Corporation</td>
</tr>
<tr>
<td>Contract:</td>
<td>2016 Management and Operations of Three Self-Park Facilities</td>
</tr>
<tr>
<td>Original Approval:</td>
<td>Contract Approved on December 14, 2015</td>
</tr>
<tr>
<td>Original Contract Amount:</td>
<td>$1,508,500.00 Not-to exceed amount for FY16</td>
</tr>
<tr>
<td>Proposed Change Order #2:</td>
<td>$163,675.05</td>
</tr>
<tr>
<td>Revised Contract Amount:</td>
<td>$1,672,175.05</td>
</tr>
<tr>
<td>Project Schedule: Start Date:</td>
<td>January 1, 2016</td>
</tr>
<tr>
<td>Completion Date:</td>
<td>December 31, 2016</td>
</tr>
</tbody>
</table>

### Approvals:

<table>
<thead>
<tr>
<th>For the Contractor:</th>
<th>For the City:</th>
</tr>
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<tbody>
<tr>
<td>____________________</td>
<td>____________________</td>
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<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Title</td>
<td>City Manager</td>
</tr>
<tr>
<td>Date: ____________________</td>
<td>Date: ____________________</td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee

From: Erika Storlie, Deputy City Manager/Director of Administrative Services
      Rickey A. Voss, Manager Fleet/Parking

Subject: Approval of a One-Year Contract Renewal for Testing, Repair & Certification of Fire Apparatus and Aerial Devices (RFP 15-30)

Date: March 14, 2017

Recommended Action:
Staff recommends City Council approval of a one year contract extension (RFP 15-30) to Global Emergency Products (1401 N. Farnsworth Avenue, Aurora, IL 60505) in the amount of $72,300, to provide the required annual inspections and repairs for heavy fire apparatus vehicles assigned to Evanston Fire Department.

Funding Source:
FY2017 Budget 600.19.7710.65060 $1,050,000.00
FY2017 Request $72,300.00

Livability Benefit:

Summary:
RFP 15-30 was originally created on March 18, 2015, and received City Council Approval on May 11, 2015. The contract approval contains provisions for three (3) 1-year extensions in each successive fiscal year; 2016, 2017 and 2018. The original contract effective date is May 11, 2015. The extension is to cover the period of March 1, 2017 through February 29, 2018.

Legislative History:
http://www.cityofevanston.org/assets/CC%20Actions%205.11.15%20FINAL.pdf

Attachment:
RFP 15-30 signed document
CITY OF EVANSTON

REQUEST FOR PROPOSAL

NUMBER: 15-30

for

TESTING, REPAIR, AND CERTIFICATION OF FIRE APPARATUS AND AERIAL DEVICES

March 18, 2015

PROPOSAL DEADLINE: Time 2:00 P.M., April 17, 2015
Room 4200,
Lorraine H. Morton Civic Center,
2100 Ridge Avenue,
Evanston, Illinois 60201

SEALED PROPOSALS TO BE RETURNED TO:
CITY OF EVANSTON
PURCHASING DIVISION, ROOM 4200
LORRAINE H. MORTON CIVIC CENTER
2100 RIDGE AVENUE
EVANSTON, ILLINOIS 60201
PHONE (847)866-2935 * FAX (847)448-8128

Revised 10-14

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CITY OF EVANSTON
NOTICE TO PROPOSERS

Sealed proposals will be received by the Purchasing Office in Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201, until 2:00 P.M. local time on April 17, 2015. Proposals shall cover the following:

TESTING, REPAIR, AND CERTIFICATION OF FIRE APPARATUS AND AERIAL DEVICES
RFP Number: 15-30

The City of Evanston’s Purchasing and Fleet Services Division of Public Works is seeking proposals from experienced firms for: Testing, Repair and Certification of Fire Apparatus and Aerial Devices.

The above item shall conform to the RFP on file in the Purchasing Office. The document, including all necessary plans and specifications, will be available in the Purchasing Office on March 26, 2015. Parties interested in submitting a bid should contact the Purchasing Office to receive a copy of the bid or see the City’s website at: www.cityofevanston.org/business/bids-proposals/ or Demandstar at: www.demandstar.com.

The City (the City of Evanston) in accordance with the laws of the State of Illinois, hereby notifies all firms that it will affirmatively ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful firm without discrimination on the grounds of race, color, religion, sex, age, sexual orientation marital status, disability, familial status or national origin. The City if Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

The Evanston City Council also reserves the right to award the contract to an Evanston firm if that firm’s bid is within 5% of the low bid.

Each Proposer shall be required to submit with his/her proposal a Disclosure of Ownership Interest Statement Form in accordance with Section 1-18-1 et seq. of the City Code. Failure to submit such information may result in the disqualification of such proposal.

Linda Thomas
Purchasing Specialist
CITY OF EVANSTON

Request for Proposal

1.0 INTRODUCTION
The City is seeking proposals/qualifications for Testing, Repair and Certification of Fire Apparatus and Aerial Devices

The contract term desired is for a period of (1) one year with (3) three additional one year options to renew.

Contact with City personnel in connection with this RFP shall not be made other than as specified in this RFP. Unauthorized contact of any City personnel may be cause for rejection of a proposal.

Prior to the submittal of a proposal, Proposers are advised to carefully examine
• the contract documents
• project scope and work tasks to be accomplished
• specifications
• submittal requirements
• insurance requirements and required documentation

Proposers are advised to become thoroughly familiar with all conditions, instructions and specifications governing this RFP. Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the City.

The City will not be liable in any way for any costs incurred by respondents in replying to this Request for Proposal.

2.0 SCOPE OF SERVICES

The City of Evanston's Purchasing and Fleet Services Division of Public Works is seeking proposals from experienced firms for: Testing, Repair and Certification of Fire Apparatus and Aerial Devices. A complete description of the scope of services required can be found on page #’s 13 to and including # 19.

3.0 INSURANCE

Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant’s performance or failure to perform the Services hereunder.

The consultant must provide an insurance certificate naming the City of Evanston as an additional insured and will provide a variety of insurances including:

Revised 10-14
- comprehensive general liability - $3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the City as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or professional liability insurance - $1,000,000

The surety and the insurance company must have not less than an A+ rating from the Alfred M. Best Co., Inc. and be approved by the City of Evanston.

Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City.

4.0 SUBMITTAL REQUIREMENTS
Responses to this Request shall be in one volume. Any firm brochures and/or information pertaining to the qualifications of the firm and/or team may be submitted, but must be included in a single volume. Applicant firms must submit their responses in one of two ways:
1. Paper copies-- six (6) hardcopies, one (1) unbound original and an electronic copy on a flash/USB drive; or
2. Electronic response only—submitted in a sealed envelope on a flash/USB drive (with any paper bid bonds as required)

Submittals must be forwarded in sealed envelopes clearly marked on the OUTSIDE with the following:
- RFP name and number
- Name and address of Firm
- Date and time of RFP deadline

ANY PROPOSALS RECEIVED AFTER THE SUBMITTAL DEADLINE, WILL BE RETURNED TO THE PROPOSER UNOPENED. It is the sole responsibility of the proposer to insure that his or her proposal is delivered by the stated time. Mailed proposals, which are delivered after the specified time, will not be accepted regardless of post marked time on the envelope. THE CITY IS NOT RESPONSIBLE FOR MISDIRECTED PACKAGES.

A. Cover Letter
The cover letter will include the following:
- introduction of firm signed by an authorized Principal of the firm
- name of firm
- address of firm
- phone number of the firm submitting the proposal
- include the name and signature of an authorized binding official who is authorized to answer questions regarding the firm's proposal

B. Qualifications and Experience of Firm and/or Team
• All respondents shall describe other contracts (at least 5, but no more than 10) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
• The respondent must provide references, including name, address and telephone number of a contact person for each project identified and described.
• Indicate commencement dates, duration and type of operation.
• Provide a list of all Municipal clients in Illinois.

C. Area/Regional Manager(s)
Clearly identify the professional staff person(s) who would be assigned as your Area/Regional Manager(s) and provide resumes. The proposal should indicate the abilities, qualifications and experience of these individuals.

D. Fees
See Summary tab for Annual Services, page 21

E. Contract
The City has attached its standard contract in Exhibit J (see page 32–Professional Services Agreement). Identify all exceptions to the agreement that would prevent your Firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer’s response.

5.0 ADDITIONAL SUBMISSION REQUIREMENTS
N/A

6.0 M/W/EBE GOALS
The City has a goal of 25% of the contract amount for the participation and utilization of Minority-Owned, Women-Owned, and Evanston-based businesses (M/W/EBEs) in completing a portion of the services required by the City. All respondents must submit a statement of the proposed involvement of M/W/EBEs in completing a portion of the required services. Provide a copy of the certification for M/W/EBEs that will assist in achieving the M/W/EBE goal with your submittal as well as the appropriate M/W/EBE forms or Request for Waiver. Any questions regarding M/W/EBE compliance should be submitted in writing to Tammi Turner, tturner@cityofevanston.org.

7.0 EVALUATION CRITERIA
The City will select the successful firm through an evaluation process based on the firm meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the City may require a Proposer’s representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a recommendation to award the contract based on the
criteria set forth below. This contract will be forwarded to the City Council for final approval.

The evaluation criteria listed below will be used in the selection of the successful Proposer.

A. Qualifications and Expertise  
B. Price  
C. Organization and Completeness of Proposal  
D. Willingness to Execute the City of Evanston’s Professional Services Agreement  
E. M/W/EBE Participation

8.0 SELECTION PROCESS
The City will select a firm on the basis of the responsiveness of the proposal to the RFP submittal requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written contract. The City reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials from the Proposer.

While it is the intent of the City to award a single firm, the City reserves the right to award in part or in whole and to select multiple firms and/or individuals, depending on whichever decision is deemed to be most advantageous to the City.

Responses may be rejected if the firm fails to perform any of the following:

A. Adhere to one or more of the provisions established in this Request for Proposal.  
B. Demonstrate competence, experience, and the ability to provide the services described in this Request for Proposal.  
C. Submit a response on or before the deadline and complete all required forms.  
D. To fulfill a request for an oral presentation.  
E. To respond to a written request for additional information.

Discussions and/or interviews may be conducted with responsible firms that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing firms. The selection shall be done by the City’s review committee and will be recommended to the City Council for final approval.

If the City is unable to reach any sort of agreement with the selected firm, the City will discontinue negotiations with the selected firm and begin negotiations with the firm ranked second and so on until agreement is reached.

The firm to be recommended to the City Council will be the one whose proposal is determined to be the most advantageous to the City in consideration of price and all
other evaluation factors which are set forth in this Request for Proposal. No other factors or criteria not listed in this RFP shall be used in the evaluation.

9.0 PROPOSED SCHEDULE
The tentative schedule for this RFP and project process is as follows:

1. RFP issued.................................................. March 26, 2015
2. Last Day to submit questions .................. April 7, 2015
3. Final Addendum Issued.......................... April 10, 2015
4. RFP Submission Due Date ......................... April 17, 2015
5. City Council Award of Contract ................ May 11, 2015

10.0 QUESTIONS REGARDING RFP
All questions related to this RFP should be submitted in writing to Linda Thomas, Purchasing Specialist at lthomas@cityofevanston.org with a copy to Lonnie Jeschke at ljeschke@cityofevanston.org

11.0 GENERAL TERMS AND CONDITIONS
A. Confidentiality
In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant’s employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City’s written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant’s control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable.

The Purchasing Specialist will endeavor to advise the firm of any request for the disclosure of the material so marked with “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY”, and give the firm or other submitting party the opportunity to seek a court order to protect such materials from
disclosure. If the requested material was submitted by a party other than the firm, then the firm shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the firm of the request for disclosure, and the City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City or its officers, or employees.

B. Withdrawal of Proposal
Proposals may be withdrawn prior to the submittal deadline. Withdrawal may be attained by written request; however, no offer can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame.

C. Exceptions to Specifications
Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

D. Hold Harmless
The contractor agrees to hold harmless the City of Evanston and all of its agents, servants, and employees against any and all lawsuits, claims, demands, liabilities, losses, and/or expenses; including court costs and attorneys' fees on account of injury to any person, or any death resulting from such injury, or any damage to property which may have arisen from work specifically related to the contract and/or project.

E. Addenda
Any and all changes to these documents are valid only if they are included via written addendum to all respondents. Each respondent should acknowledge receipt of any addenda by indicating same in their proposal submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal therein. Failure to acknowledge any addenda may cause the proposal to be rejected. Addenda information is available over the internet at www.demandstar.com, or by contacting the Purchasing Office, 847-866-2935.

F. Term
The contract is for (1) one year with (3) three one year renewal options. The City may terminate a contract for either cause or convenience.

G. Non-Appropriation of Funds
The City of Evanston reserves the right to terminate in whole or in part if the contract in the event that sufficient funds to complete the contract are not appropriated by The City of Evanston's City Council.

H. Property of the City
All discoveries and documents produced as a result of any service or project undertaken on behalf of the City of Evanston shall become the property of the City.

I. Payment Terms
The consultant shall submit invoices detailing the services provided, project, professional staff, and hours. Payment shall be made in accordance with the Local Government Prompt Payment Act. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

J. Disclosures and Potential Conflicts of Interest
The City of Evanston’s Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the City of Evanston requires all Proposers including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the City of Evanston, its officials, and/or employees. If the Proposer discovers a potential or actual conflict of interest, the Proposer must disclose the conflict of interest in its proposal, identifying the name of the City of Evanston official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Proposer from consideration. Information provided by Proposers in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the proposal process.

The City requires all Proposers to submit a certification, enclosed with this RFP, that the Proposer has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

K. Protests
Any actual or prospective Proposer, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Purchasing Office. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

- The Proposer shall submit any protests or claims regarding this solicitation to the Purchasing Office.
• A pre-bid protest must be filed five (5) days before the bid opening or proposal submittal.
• A pre-award protest must be filed no later than ten (10) days after the bid opening date or proposal deadline.
• A post-award protest must be filed no later than ten (10) days after the award of the Contract.

All claims by a Proposer against the City relating to a contract shall be submitted in writing to the Purchasing Specialist. The City will only consider protests that are properly and timely submitted.

All protests or claims must set forth the name and address of the protestor, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires the Purchasing Specialist to take. Statements shall be sworn and submitted under penalty of perjury.

L. Authority To Resolve Protests And Contract Claims

Protests: The Purchasing Specialist shall have the authority to consider and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract. The City shall issue a written decision and that decision is final.

Contract Claims: The Purchasing Specialist, after consulting with Corporation Counsel, shall have the authority to resolve contract claims, subject to the approval of the City Manager or City Council, as applicable, regarding any settlement that will result in a change order or contract modification.

Each Proposer, by submitting a response to this RFP, expressly recognizes the limitations on its rights to protest provided in this Section and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold the City and its officers, employees, agents and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a response to this RFP, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

M. Litigation

For purposes of this Section, the following terms are defined as follows:

"issue" means any prior or pending litigation or investigation, either civil or criminal, or any governmental agency action or proceeding (the "issue"), which may affect the performance of the services to be rendered herein. For purposes of this Section, an "issue" shall also include any criminal, civil, or administrative penalty or finding imposed against any covered individual. An issue occurring within seven (7) years of the date preceding the date of the Proposer's response shall be disclosed by the Proposer.
“covered individual" means any principal, president, managing partner, or vice-president, affiliated in anyway with the Firm, and the Firm’s employees or subcontractors.

All proposers shall identify and describe with particularity any issue. The City, and not Proposer, has the sole discretion to determine whether an issue may affect the performance of the services. Failure of any Proposer to comply with this mandatory obligation shall, at the City's sole discretion, result in the Proposer's response being deemed non-responsive and not responsible. Failure of any Proposer to comply with the obligation specified herein may result in the voiding any subsequent contract award to Proposer if the City discovers upon the exercise of its customary due diligence that Proposer failed to comply with the mandatory obligation in this Section. The City reserves all rights to take any other actions in the case of a Proposer's non-compliance with this Section.

N. Subcontractors
If any firm submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the City of Evanston.

O. Contact with City Personnel
All Proposers are prohibited from making any contact with the City Manager, City Council, or any other official or employee of the City with regard to the Project, other than in the manner and to the person(s) designated herein. The Purchasing Specialist reserves the right to disqualify any Proposer found to have contacted City Personnel in any manner with regard to the Project. Additionally, if it is determined that the contact with City Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter may be referred to the Cook County State's Attorney for review and prosecution.

P. Costs Incurred
The City of Evanston assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract. This includes costs incurred by the Proposer as a result of preparing a response to this RFP.
REQUEST FOR PROPOSAL 15-30

FOR
TESTING, REPAIR, AND CERTIFICATION OF FIRE APPARATUS AND
AERIAL DEVICES

The City of Evanston is accepting proposals from qualified vendors to provide annual testing, repair and certification of aerial devices and fire apparatus pumps, in accordance with the included specifications, terms, and conditions shown in this request for proposal (R.F.P.). Prospective respondents are advised to read this information over carefully prior to submitting a response.

The City of Evanston currently has a diverse fleet of fire emergency response vehicles numbering 10 units, ranging from model years 1990 thru 2013. A summary by type/model is as follows:

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Pierce Job #</th>
<th>Model #</th>
<th>Model Year</th>
<th>Vehicle Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>311</td>
<td>E5636</td>
<td>Pierce Arrow</td>
<td>1990</td>
<td>Pierce tandem axle rear mount aerial ladder</td>
</tr>
<tr>
<td>312</td>
<td>24044IL</td>
<td>Pierce Arrow</td>
<td>2010</td>
<td>Tractor drawn rear tiller steered aerial ladder truck</td>
</tr>
<tr>
<td>313</td>
<td>E6399</td>
<td>Pierce Lance</td>
<td>1991</td>
<td>Tractor drawn rear tiller steered aerial ladder truck</td>
</tr>
<tr>
<td>321</td>
<td>19000</td>
<td>Pierce Dash</td>
<td>2007</td>
<td>Engine</td>
</tr>
<tr>
<td>322</td>
<td>13695</td>
<td>Pierce Dash</td>
<td>2002</td>
<td>Engine</td>
</tr>
<tr>
<td>323</td>
<td>23324</td>
<td>Pierce Arrow</td>
<td>2010</td>
<td>Engine</td>
</tr>
<tr>
<td>324</td>
<td>14587</td>
<td>Pierce Dash</td>
<td>2003</td>
<td>Engine</td>
</tr>
<tr>
<td>325</td>
<td>26168</td>
<td>Pierce Arrow XT</td>
<td>2013</td>
<td>Engine</td>
</tr>
<tr>
<td>328</td>
<td>E8683</td>
<td>Pierce Telesquirt</td>
<td>1994</td>
<td>Engine/Ladder</td>
</tr>
<tr>
<td>325R</td>
<td>E8235</td>
<td>Pierce Dash</td>
<td>1994</td>
<td>Engine</td>
</tr>
</tbody>
</table>
1 unit is a Pierce Arrow, with a 105 foot Smeal steel ladder, 2 units are Pierce Lance, with 105 foot Smeal steel ladders, and 1 unit is a Pierce Telesquirt 50 foot aluminum water tower. 5 units are Pierce Dash pumpers equipped with single stage pumps, 1 unit is a Pierce Arrow with a single stage pump, and 1 unit is a Pierce Arrow with a dual stage pump. The selected vendor will have the opportunity, to perform tests, inspections, certifications and repairs for these 10 vehicles in any given year.

Emergency Vehicle Response Equipment Minimum Requirements

The vendor must have an established repair shop. The vendor must ensure that all work being performed on City of Evanston equipment is performed by factory authorized technicians, who are EVT Certified and qualified to work with the material and equipment that the vendor is bidding on. All work shall be performed in accordance with factory authorized repair procedures and without delays. The vendor must have suitable equipment necessary for the satisfactory completion of the installations, removals, and repairs being performed. Vendor shall stock high use replacement parts/equipment for immediate repair so that emergency vehicles can be returned to service on a timely basis.

Pump testing must be performed to NFPA 1911 standards, 2012 Edition. Annual testing must be performed between the months of March and October. Annual aerial testing under National Fire Protection Association (NFPA) Standard 1911 must be performed to Underwriters Laboratory (UL) standards, and also must be performed between the months of March and October.

Authorized representative(s) of the City of Evanston shall be permitted to inspect the vendor's facility, subcontractor's facility, if applicable, and/or plant prior to the award of this bid.

The vendor shall demonstrate that they have the ability and capacity to meet the City of Evanston's needs and requirements at the time of RFP opening. The vendor shall also have the capability to sustain their current workload and the additional workload of the City of Evanston at the time of bid opening.

In certain but rare situations, and only by mutual agreement, the vendor may be required to perform repair services at a City of Evanston facility or in the field.

All vendor repair work orders and invoices must include the following information: name, address and telephone number of the vendor, the Evanston vehicle #, year, make, and model of vehicle, current vehicle mileage and comprehensive description of the repair(s) or service(s) performed in an itemized line item format in hourly and 1/4 hour increments, and the total all costs for the repair(s) or service(s).

Work orders and invoices must also itemize the following: shop hourly labor rate for work performed, labor time in hours for each repair, vendor installed parts, with corresponding part numbers, any miscellaneous charges, shipping charges for parts and shop charges.

Upon notification from the vendor that the repair has been completed, the City of Evanston
Fleet Services Management or a representative will inspect each vehicle. Based on the situation or vendor location, determination will be made in advance by mutual agreement, as to how the final inspection will occur.

The vendor is expected to correct any deficiencies in their work found during the final inspection, relating to the repair or service, without delay, at no additional cost to the City of Evanston. Repeated quality control problems shall be cause to terminate this bid.

The vendor guarantees and warrants all new parts under this bid will be free from defects in material and workmanship for a minimum period of 12 months. The vendor shall remedy all such defects at the vendor’s expense, without delay, by mutual agreement between the City of Evanston Fleet Services Management and the vendor. For any parts or materials that carry greater warranty coverage than the 12 month 12,000 miles mentioned above, the vendor must honor the greater warranty coverage.

The vendor assumes liability for any loss or damage to any City of Evanston property, while such property is in the vendor’s possession or during transport or test drive to confirm a mechanical issue or to ensure proper repair. Authorized use of any City of Evanston vehicle is considered transport between the vendor’s facility and the City of Evanston Fleet Services facility, or a test drive with prior permission from City of Evanston Fleet Services Management.

Scope of Work

The vendor shall submit a complete outline of their certification requirements for evaluation to the City of Evanston with their proposal.

All exceptions and deviations to the specifications shall be noted. The absence of exceptions and/or deviations shall be interpreted as total compliance to the published specifications.

The aerial examination and test report provided by UL to the City of Evanston shall specify the point of inspection and the results of such examinations and test. The test report as required by the most current edition of NFPA 1911 and shall include the following:

(a) When the torque verification of mounting bolts, as required by, NFPA 1911 is performed; the bolt size, grade, and torque specification shall be recorded.

(b) When NDT is conducted, the test record will indicate the NDT method used in each area inspected.

(c) Where NFPA 1911 requires measurements be taken such as bearing clearance and backlash, cylinder drift, relief pressure, ladder section twist, hardness readings, base rail thickness, extension brake drift, winch drift, and the like, these measurements shall be
recorded in the test record in order that a year-to-year comparison can be made.

(d) All steel structural weldments shall be inspected for compliance with the AWS Standard D 1.1, "Structural Welding Code - Steel"

(e) All aluminum structural weldments shall be inspected for compliance with the AWS Standard D 1.2, "Structural Welding Code - Aluminum."

(f) All test work outlined in NFPA 1911 including nondestructive testing shall be conducted, **NO EXCEPTIONS**

The fire pump system examination and test report provided to the City of Evanston shall specify the method used to conduct each test performed on the fire pump system during the day of examination and results of such examinations and tests as specified in NFPA 1911, Chapter 18, 2012 Edition. All test work outlined in NFPA 1911, Chapter 18, 2012 Edition shall be conducted, **NO EXCEPTIONS**.

Fire pump systems upon successfully meeting the requirements of all test work, as outlined here, the testing company shall issue a Certificate of Service Tests of Fire Pump Systems on Fire Apparatus stating compliance with the NFPA 1911, Standard for the Inspection, Maintenance, Testing and Retirement of In-Service Automotive Fire Apparatus. NFPA 1911 pump testing must be done at the selected vendor's location.

The City of Evanston currently has various pumper units that range in GPM from 1250 to 1500 GPM. The vendor shall provide an annual price per pumper unit that includes all required testing as outlined in this specification.

**References**

The vendor shall submit a list of five (5) Fire Departments in the tri-county area for which the vendor has tested similar aerial devices and fire pump systems as the units to be tested.

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>E-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SEE ATTACHED LIST OF REFERENCES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

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CITY OF EVANSTON

RFP # 15-30

REFERENCES (Aerial & Pumper Users):

Norwood Fire Protection District
7447 West Lawrence Avenue
Harwood Heights, IL 60706
(708) 935-1108
Deputy Chief John Kovalcik

Mincoka Fire Department
7901 E. Minooka Road
Minooka, IL 60447
(630) 445-9657
Lieutenant Mark Nolan

Hillside Fire Department
523 North Wolf Road
Hillside, IL 60162
(630) 205-9176
Lieutenant Jim Flynn

Schiller Park Fire Department
9526 West Irving Park Road
Schiller Park, IL 60176
(708) 965-3071
Captain Jerry Bunik

Troy Fire Protection District
700 Cottage Road
Shorewood, IL 60404
(815) 671-2160
Lieutenant David Giese

Bensenville Fire Department
500 S. York Road
Bensenville, IL 60106
(630) 327-4516
Lieutenant Don Tessler

Lockport Township Fire Protection District
19623 W. Renwick Road
Lockport, IL 60441
(815) 838-3287
Lieutenant Gary Martin
The vendor shall submit a list of a minimum of two (2) aerial and pumper apparatus manufacturers for whom testing is currently being conducted on a regular basis.

<table>
<thead>
<tr>
<th>Name of manufacturer</th>
<th>Contact person</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pierce Manufacturing</td>
<td>Dave Ochale</td>
<td>630-768-6855</td>
</tr>
<tr>
<td>E-One</td>
<td>Dave Ochale</td>
<td>630-768-6855</td>
</tr>
</tbody>
</table>

**Necessity of Re-inspections**

If a unit shall have minor defect/s and not be repaired before the inspector leaves the area, the vendor shall make necessary repairs and notify UL of the completion of the repairs in writing. A re-inspection by UL must follow.

If a unit should have major defects, the aerial load test shall not be conducted until such time as repairs are made and the repair work is inspected and found to be acceptable by UL. Charges for re-inspection by UL shall be for actual time spent.

**Certification**

When the aerial unit successfully meets all NFPA 1911 requirements, UL shall issue a certificate of aerial lift device examination and test stating the unit’s compliance with NFPA 1911.

When the pumping unit successfully meets all the requirements outlined below, the testing company shall issue a certificate of In Service Pump Test and Examination stating compliance with NFPA 1911.

**Test Site and Equipment**

Accurate and calibrated measuring equipment is required and essential for a successful aerial test. UL shall provide calibrated equipment and calibration records of their equipment as part of the testing program. Proof of calibrated equipment is required prior to beginning aerial ladder testing and award of bid.

The NFPA 1911 Standard, for testing of fire pumps recommends that the test site be adjacent to a clean water source that is at least two feet deep, while allowing the strainer to be submerged at least two feet below the surface of the water when connected to the pump by twenty feet of suction hose.

Accurate and calibrated flow measuring equipment as well as pressure monitoring and engine speed recording equipment is required and essential for a successful pump test. The
testing vendor shall provide calibrated equipment and calibration records of their equipment as part of the testing program. Proof of calibrated equipment is required prior to beginning pump testing and award of bid.

**Pickup and Delivery**

If the vendor provides pickup and delivery service for vehicles or parts, the location of the City of Evanston Fleet Services garage facility is located at 2020 Asbury Avenue, Evanston IL, 60201. Normal business hours are considered to be on a Monday through Friday basis, 7:00 AM to 5:00 PM. In certain situations and/or by mutual agreement vehicles and parts will be picked up by City of Evanston Fleet Services Personnel. If pickup and delivery service is not available, vehicles and parts will be picked up by City of Evanston Personnel.

All delivered/picked up parts or completed work must be accompanied with a picking ticket or an invoice. The invoice or picking ticket must state the vendor’s name, part name with corresponding part number, purchase price, and a purchase order number, that was given at the time of order. Work orders must also include an itemized description of any work or repairs performed or service recommended, and the estimated cost of repairs. If the estimate is later revised, the following information must be provided: time, date, and name of person making the revision, and recommended future repairs with all estimated costs. All estimate revisions must be presented in writing by fax to the City of Evanston’s Fleet Services Management at 847-448-8089.

**Invoicing**

Invoices submitted for payment must reference the purchase order number issued by the City of Evanston Fleet Services. All parts invoices must include the following information: name, address and telephone number of the vendor, invoice number, invoice date, part number and description of part(s) or material, unit price, total price, and handling charges in sufficient detail for verification of items received and quoted price.

All vendor work orders and invoices must include the following information: make, model and year of vehicle, vehicle fleet number, and current mileage, both when the vehicle was received and when the repair is complete. Work orders must include a brief description of the mechanical problem and the repairs performed or service recommended, and estimated cost of repairs. If the estimate is later revised, the following information must be provided in writing: time, date, and name of person making the revision, and recommended future repairs and estimated costs.

Also include the shop hourly labor rate for the type of service, all labor hours for each repair, all parts used in the repair, with corresponding part numbers. The cost of all parts must reflect the same discount percentage off list price that is reflected in Question #5 below.

All invoices and statements sent by mail shall be addressed to: City of Evanston Fleet Services, 2020 Asbury Avenue, Evanston IL, 60201. Attn: Fleet Services

From time-to-time, the City of Evanston may elect to pull random invoices and conduct an
audit of prices shown on invoices to ensure discount percent from jobber quoted pricing concurs with bid.

**Pricing**

The prices for parts, supplies and accessories shall be based on discount percent off of list price. Labor pricing will be based on the vendors shop hourly rate for the services provided. The vendor must also show all miscellaneous charges that apply to repairs. All prices are to be firm, fixed and not subject to escalation for the term of this proposal, unless Manufacturer and Warehouse Distributor’s price changes occur. The vendor is to notify the City of Evanston Fleet Services Management in a reasonable amount of time, but no less than one week in advance, of any price changes. A jobber net price sheet or equivalent, at time of notification, showing the new pricing to the City of Evanston Fleet Services Management must be provided.

The invoice or picking ticket must include all service(s) service(s) formed, and item(s) which have been picked up and/or delivered. The invoice or picking ticket must indicate that the City of Evanston’s Fleet Services has purchased and received the item(s).

**Labor Rate Sheet**

Within the "Shop Hourly Labor Rates & Discounts" section below, the vendor must answer questions 1 thru 7 to be considered responsive and responsible to this RFP. Vendor must also list the prices for inspections of aerial devices and pumpers previously described in this document.

The RFP will be awarded to the vendor(s) best suited for the needs of the City of Evanston of Evanston and will be awarded considering the following factors: shop hourly rates, best price, quality of merchandise, the ability to pickup and delivery vehicles and parts, and meet the hourly business needs of the Fleet Services Division of the Public Works Department.

**Exceptions**

If the proposing vendor needs to list any exceptions to this request for RFP, they must be listed with an explanation for each exception on a separate sheet. The separate sheet must be attached to the RFP response.

Please provide the following information:

**Shop Hourly Labor Rates, Discounts, & Service**

1. Provide your normal business hours e.g. Monday-Friday 7 a.m. to 5 p.m.:
   Days  Mon-Fri   Hours  7 a.m.-5 p.m.  *Emergency Service 24/7

2. Provide the "shop hourly labor rate" that will be charged for diagnostics and repairs
Shop Hourly rate $ 85.00.

3. Provide the percentage discount from manufacturer's list price. % discount N/A.

4. Do you provide pick-up and delivery services of vehicles? Yes X No _____

5. If "Yes", please provide a flat rate fee for this service. $ 150.00

5. Do you provide pick-up and delivery services for parts? Yes _____ No X.

6. Is there a Delivery/Fuel Surcharge in $5's No .

7. Provide the miles and travel time between your location and the City of Evanston Fleet Services Garage located at 2020 Asbury Avenue, Evanston, Illinois 60201 as depicted utilizing "Mapquest. Miles 44.66 Travel Time 57 minutes

Provide any further information you would like to communicate for consideration to the City of Evanston in awarding this RFP in space provided below and add an additional piece of paper, if needed, and submit this with the response to the RFP.

PLEASE NOTE: AERIAL INSPECTIONS ARE CONDUCTED BY U.L. (UNDERWRITER LABORATORY).
AN INDEPENDENT THIRD PARTY.
### RFP 15-30 Summary Tab for Annual Services

<table>
<thead>
<tr>
<th>Flat Rate Fee for U.L. Aerial Ladder Test Unit Price</th>
<th>Multiplier</th>
<th>Number of Ladder Tests</th>
<th>Sub-Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,250.00</td>
<td>X</td>
<td>4</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Flat Rate Fee for NFPA Pump Tests Unit Price</td>
<td></td>
<td>Number of Pump Tests</td>
<td></td>
</tr>
<tr>
<td>$250.00</td>
<td>X</td>
<td>7</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>Flat Rate Fee for NFPA Hydraulic Generator Tests</td>
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<td>Number of Generator Load Tests</td>
<td></td>
</tr>
<tr>
<td>$75.00</td>
<td>X</td>
<td>3</td>
<td>$225.00</td>
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<tr>
<td>Enter Shop Hourly Labor Rate for Diagnostics &amp; Repairs (from question # 2 above)</td>
<td></td>
<td>3-Year Average # of Labor Hours for Repairs per Year</td>
<td></td>
</tr>
<tr>
<td>$85.00</td>
<td>X</td>
<td>445-Hours</td>
<td>$37,825.00</td>
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<tr>
<td>Parts Associated with various repairs.</td>
<td>Blank</td>
<td>3-Year Avg. Spend for parts discounted at 35% from List Price</td>
<td>$27,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sum of Sub-Totals Above.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>RFP 15-30 Total Price</td>
<td>$72,300.00</td>
</tr>
</tbody>
</table>

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Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

The City of Evanston Code Section 1-18-1 et seq. requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their proposal. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME:  Global Emergency Products

APPLICANT ADDRESS:  1401 North Farnsworth Avenue, Aurora, IL  60505

TELEPHONE NUMBER:  630-978-5151

FAX NUMBER:  630-978-2171

APPLICANT is (Check One)
(X) Corporation
( ) Partnership
( ) Sole Owner
( ) Association

Other ( )

Please answer the following questions on a separate attached sheet if necessary.

SECTION I - CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

Michael J. Mikola, Jr.  1401 North Farnsworth Avenue, Aurora, IL  60505

1b.  (Answer only if corporation has 33 or more shareholders.)
Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

N/A

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1c. (Answer only if corporation has fewer than 33 shareholders.)
Names and addresses of all shareholders and percentage of interest of each herein.
(Note: Corporations which submit S.E.C. form 10K may substitute that statement for the
material requested herein.)

Michael J. Mikola Jr. 1401 North Farnsworth Avenue, Aurora, IL 60505 100%

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

2a. The name, address, and percentage of interest of each partner whose interests therein,
whether limited or general, is equal to or in excess of 3%.

N/A

2b. Associations: The name and address of all officers, directors, and other members with
3% or greater interest.

N/A

SECTION 3 - TRUSTS

3a. Trust number and institution.

N/A

3b. Name and address of trustee or estate administrator.

N/A

3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

N/A

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SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

4a. Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.

N/A

4b. If any interest named in Section 1, 2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

N/A

4c. If "constructive control" of any interest named in Sections 1, 2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

N/A

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

Date: 4/16/15

Signature of Person Preparing Statement

President & CEO

Title

ATTEST: Cynthia A. Kreyer
Notary Public

Commission Expires: Mar 3, 2018 (Notary Seal)
EXHIBIT B – ADDITIONAL INFORMATION SHEET

Proposal Name: Testing, Repair, and Certification of Fire Apparatus and Aerial Devices

Proposal Number #: 15-30

Company Name: Global Emergency Products

Contact Name: Michael J. Mikola, Jr.

Address: 1401 North Farnsworth Avenue

City, State, Zip: Aurora, IL 60505

Telephone/FAX #: PH: 630-978-5151 Fax: 630-978-2171

E-mail: mmikola@temco1.com

Comments:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
Exhibit C

CONFLICT OF INTEREST FORM

Global Emergency Products, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the City of Evanston.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder/Proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

Michael J. Mikola, Jr.
(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)
(Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this 16 day of March 2015.

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid / proposal.
ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS 5/33E-3, 33E-4).

Authorized Signature: [Signature]
Company Name: Global Emergency Products
Typed/Printed Name: Michael J. Mikola, Jr.
Date: April 16, 2015
Title: President & CEO
Telephone Number: 630-978-5151
Email: mmikola@temco1.com
Fax Number: 630-978-2171

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Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

Michael J. Mikoola, Jr. ____________________________________________, being first duly sworn,
deposes and says that he is ________________________
(Partner, Officer, Owner, Etc.)
of ________________________________________________________
(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive,
or sham; that said bidder has not colluded, conspired, connived or agreed, directly or
indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has
not in any manner, directly or indirectly, sought by agreement or collusion, or
communication or conference with any person; to fix the bid price element of said bid, or of
that of any other bidder, or to secure any advantage against any other bidder or any person
interested in the proposed contract.
The undersigned certifies that he is not barred from bidding on this contract as a result of a
conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

__________________________________
Michael J. Mikoola, Jr.
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this ______ day of _____________, 2015

__________________________________
Notary Public

Commission Expires: ____________

Failure to complete and return this form may be considered sufficient reason for rejection of
the bid.

Revised 10-14
EXHIBIT F
CITY OF EVANSTON M/W/EBE POLICY

A City of Evanston goal is to provide contracting and subcontracting opportunities to Minority Business Enterprises, Women Business Enterprises, and Evanston Business Enterprises. The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. To assist such growth, the City's goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract.

Firms bidding on projects with the City must work to meet the 25% goal or to request a waiver from participation. It is advised that bidders place advertisements requesting subcontractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston’s Business Diversity Section: http://www.cityofevanston.org/business/business-diversity/. If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/EBE goal, the Bidder must seek a waiver or modification of the goal on the attached forms. Bidder must include:

1. A narrative describing the Bidder's efforts to secure M/W/EBE participation prior to the bid opening.
2. Documentation of each of the assist agencies that were contacted, the date and individual who was contacted, and the result of the conversation (see form)
3. A letter attesting to instances where the bidder has not received inquiries/proposals from qualified M/W/EBEs
4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/EBE who submitted a proposal but were not found acceptable.
5. Names of owners, addresses, telephone numbers, date and time of contact of at least 15 qualified M/W/EBEs the bidder solicited for proposals for work directly related to the Bid prior to the bid opening (copies must be attached).

If a bidder is selected with a Subcontractor listed to meet the M/W/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City’s website: http://www.cityofevanston.org/business/business-diversity/.
Exhibit G

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

_________________________________________________________ (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

☐ Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.

☐ Women’s Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.

☐ Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a “commercially useful function”.

Total proposed price of response $____________________

Amount to be performed by a M/W/EBE $____________________

Percentage of work to be performed by a M/W/EBE ____________________%

Information on the M/W/EBE Utilized:

Name ____________________________

Address ____________________________

Phone Number ____________________________

Signature of firm attesting to participation ____________________________

Title and Date ____________________________

Please attach

1. Proper certification documentation if applying as a M/WBE and check the appropriate box below. This M/WBE will be applying with documentation from:

☐ Cook County

☐ City of Chicago

☐ State certification

☐ Federal certification

2. Attach business license if applying as an EBE
Exhibit H

M/W/BE Participation Waiver Request

I am President of Global Emergency Products, and I have authority to execute this certification on behalf of the firm. I Michael J. Mikoola, Jr. do hereby certify that this firm seeks to waive all or part of this M/W/BE participation goal for the following reason(s):

(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE ATTACHED.)

1. No M/W/BEs responded to our invitation to bid.
2. An insufficient number of firms responded to our invitation to bid.
   For #1 & 2, please provide a narrative describing the outreach efforts from your firm and proof of contacting at least 15 qualified M/W/BEs prior to the bid opening. Also, please attach the accompanying form with notes regarding contacting the Assist Agencies.
3. No subcontracting opportunities exist.
   Please provide a written explanation of why subcontracting is not feasible.
4. M/W/BE participation is impracticable.
   Please provide a written explanation of why M/W/BE participation is impracticable.

Therefore, we request to waive ALL of the 25% utilization goal for a revised goal of 0%.

Signature: 

(Date: 4/16/15)

Revised 10-14
April 15, 2015

Ms. Linda Thomas
City of Evanston
Lorraine H. Morton Civic Center
2100 Ridge Avenue
Evanston, IL 60201

Subject: Minority/Women Business Enterprise (MWBE) Utilization
Specification No: #15-30
Product Description: Testing, Repair and Certification of Fire Apparatus
and Aerial Vehicles

To Whom It May Concern:

Global Emergency Products respectfully requests a waiver on the MBE/WBE requirements.

Our request for a waiver is based upon the integral design and technical nature of this particular product and or services. After careful review, it has become apparent, no MBE/WBE contractors are available with the proper credentials to assist in the performance of this contract.

As a company, when we are able to source from MBE/WBE companies we do so, unfortunately, due to the nature of this product and service, we must request a waiver.

We thank the City of Evanston for the opportunity to bid, should we have the good fortune to be the low responsible bidder, we would welcome your questions and comments.

Respectfully,

Michael J. Mikoola, Jr.
President & CEO
Global Emergency Products, Inc.

MM/ck
CITY OF EVANSTON

PROFESSIONAL SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for

TESTING, REPAIR, AND CERTIFICATION OF FIRE APPARATUS AND AERIAL DEVICES

THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this ___ day of _____________, 20___, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the “City”), and [insert Professional Service Provider’s name here], with offices located at [insert address here], (hereinafter referred to as the “Consultant”). Compensation for all basic Services (“the Services”) provided by the Consultant pursuant to the terms of this Agreement shall not exceed $[insert fee here].

I. COMMENCEMENT DATE

Consultant shall commence the Services on _____________ or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by ___________. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS
City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Proposal/Qualifications No. # (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City’s direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City’s business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker’s Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its subconsultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant’s work and all indemnity and insurance requirements.
The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant's work.

All subconsultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. **Representation and Warranties.** Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. **Termination.** City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel
spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. **Independent Consultant.** Consultant’s status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer’s liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. **Conflict of Interest.** Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

F. **Ownership of Documents and Other Materials.** All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant’s own general reference.

G. **Payment.** Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City’s receipt of an invoice and all such supporting documentation.

H. **Right to Audit.** Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City’s authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating,
documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

I. **Indemnity.** Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subConsultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting
therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. **Insurance.** Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant’s performance or failure to perform the Services hereunder: (1) worker’s compensation in statutory limits and employer’s liability insurance in the amount of at least $500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than $3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than $1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least $1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Consultant’s Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant’s certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the “Other Insurance” clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney’s fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

K. **Confidentiality.** In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder; or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant’s employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which Consultant may make for City to any person, firm or corporation or
use the same in any manner whatsoever without first obtaining City’s written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant’s control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City’s exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

L. Use of City’s Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City’s name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

M. No Assignments or Subcontracts. Consultant shall not assign or subcontract all or any part of its rights or obligations hereunder without City’s express prior written approval. Any attempt to do so without the City’s prior consent shall, at City’s option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

N. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant’s sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant’s officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

O. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law
mechanics' materialmens' or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any subConsultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

P. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

Q. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

R. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

S. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

T. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

U. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.
V. **Survival.** Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. **EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

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

VII. **SEXUAL HARASSMENT POLICY**

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 et. seq.), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

D. The Consultant's internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

F. Protection against retaliation as provided to the Department of Human Rights.

VIII. **CONSULTANT CERTIFICATIONS**
A. Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of contra proferentem shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this
Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT: 
GLOBAL EMERGENCY PRODUCTS 
1401 N. FARNSWORTH, AURORA, IL

By Michael J. Mikola, Jr.

Its: President

FEIN Number: 36-2993928

Date: April 15, 2015

CITY OF EVANSTON 
2100 RIDGE AVENUE 
EVANSTON, IL 60201

By

Its: City Manager

Date: 5-27-15

Approved as to form:

W. Grant Farrar 
Corporation Counsel
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONSHARES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Frinkmark Keller and Associates, LLC
1920 N Thoreau Drive, Suite 114
Schaumburg, IL 60173

CONTACT NAME: Vicki Colletti
PHONE: (630) 462-8970
FAX: (630) 462-8979
EMAIL ADDRESS: vicki@frinkmarkkeller.com

INSURERS AFFORDING COVERAGE

INSURER A: EMC Insurance Companies
21415
INSURER B: EMC Insurance Companies
32808

INSURED

Temco Machinery, Inc.
1401 N Farnsworth Ave
Aurora, IL 60505-1611

COVERAGES

CERTIFICATE NUMBER: 0000000-0

REVISION NUMBER: 15

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSR LN</th>
<th>TYPE OF INSURANCE</th>
<th>AGG SUB</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAISES-MADE</td>
<td>3A66083</td>
<td>12/21/2014</td>
<td>12/21/2015</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
</tbody>
</table>

| A       | AUTOMOBILE LIABILITY | ALL OWNED AUTOS | 3M66083 | 12/21/2014 | 12/21/2015 | COMBINED SINGLE LIMIT $1,000,000 |

| B       | UMBRELLA LIABILITY | EXCESS LIABILITY | 3J66083 | 12/21/2014 | 12/21/2015 | EACH OCCURRENCE $4,000,000 |

| A       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | 3H66083 | 12/21/2014 | 12/21/2015 | E.L. EACH ACCIDENT $500,000 |

| A       | Garagekeepers Liab | 3M66083 | 12/21/2014 | 12/21/2015 | Collision/Compreh 1,000,000 |

| A       | Dealers Physical | 3M66083 | 12/21/2014 | 12/21/2015 | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Evanston is listed as an additional insured.

CERTIFICATE HOLDER

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Date: 04/14/2015

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ACORD 25 (2014/01)

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Printed by VRC on April 14, 2015 at 03:00PM

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Memorandum

To: Honorable Mayor and Members of the City Council Administration and Public Works Committee

From: Martin Lyons, Assistant City Manager Cindy Plante, Economic Development Specialist

Subject: Entrepreneurship Support Program Development

Date: April 7, 2017

Recommended Action:
Staff and M/W/EBE Development Committee recommend adoption of program guidelines for creation of the Entrepreneurship Support Program.

Funding Source:
Funding will be from the Economic Development’s Business Retention/Expansion Fund (Account 100.15.5300.62662). The approved Fiscal Year 2017 Budget allocated a total of $250,000 for this account. To date, $28,311 has been spent from this account, leaving $221,698 available for expenditure. During the 2017 Budget Review this program was discussed for final approval in 2017 with an estimated expense of approximately $50,000.

Livability Benefit:
Economy and Jobs: Retain and expand local businesses

Background:
In late 2016, the M/W/EBE Committee requested that staff begin the process of developing a program to provide limited financial support to early-stage entrepreneurs to assist with startup and expansion costs. A budget memo dated November 14, 2016 called for the program to provide small one-time grants to assist entrepreneurs with startup or expansion costs related to needs like licensing, professional services, and purchase of tools and equipment, which would be funded using the Economic
Development Fund. During the first quarter of 2017, Staff developed draft program guidelines in consultation with the M/W/EBE Committee and other community stakeholders.

**Summary:**
The proposed program guidelines provide for one-time grants of up to $1,000 to assist with City license and permit fees as well as up to $2,500 to cover expenses in the following categories:
- Professional services (accounting, tax, insurance, legal services, etc.)
- Tools and equipment
- Licenses/certifications
- Production/work space (shared kitchen time, etc.)
- Research and development
- Professional and market networks

Applicants must provide three estimates for any services for which they are requesting funding assistance, with at least one from an Evanston-based provider wherever possible. Applicants may also seek additional support in the form of technical assistance and microloans provided by Lending for Evanston and Northwestern Development (LEND) a student-run microfinance organization at Northwestern University.

In order to be eligible for funding, applicants must either be Evanston residents or must be operating their business at a brick-and-mortar location in Evanston. Proof of residency or Evanston location must be provided as part of the application. Applicants must also provide a business plan, which will be reviewed for completeness and viability. Applications will be reviewed by staff and approved by Economic Development Committee and City Council, with funds being paid directly to service providers rather than individual applicants.

**Attachments:**
Entrepreneurship Support Program Guidelines
Entrepreneurship Support Program Application
Entrepreneurship Support Program

Application Instructions & Guidelines
2017

City Manager's Office
Economic Development Division
2100 Ridge Avenue, Evanston, Illinois 60201
847.448.8132
cplante@cityofevanston.org
Program purpose & overview

The purpose of the small business support grant program is to assist in the growth of jobs in Evanston through entrepreneurship, helping residents and local business owners to create jobs by starting sustainable small businesses. To that end, this program aims to provide key supports during startup and initial growth stages to local entrepreneurs with viable business models.

Funding Source:

Projects will be funded through the Economic Development Revenues and any applicable TIF districts. Program expenses must be budgeted by the City each year, and will not carryover from year to year. In addition to required applicant eligibility qualifications, assistance under this Program depends upon availability of funds.

Eligibility Criteria

Applicants meeting eligibility criteria who are starting or operating a business with a physical location in Evanston are eligible for grant-based assistance through this Program. All applicants must submit a business plan conforming to minimum Program standards* and reasonably demonstrating business viability as determined at the discretion of Program staff.

Home-based businesses qualify if the business owner is an Evanston resident. Non-residents are eligible only if operating a business at a physical location in Evanston, and must provide documentation of the business address through ownership, registration, or lease documentation which identifies the applicant specifically.

In addition to a business plan, completed applications must include three quotes for each service or expense for which funding assistance is requested, including at least one quote from an Evanston-based provider whenever possible. If granted, assistance will be provided in the form of direct payments made for services or other applicable supports. Applicants will not receive cash payments.

*Business plan must include information substantially similar to one of the included references and must demonstrate commercial viability as determined at the discretion of Program staff.

Applicants must have no outstanding parking tickets and be current on all fees, taxes, utility bills and debts owed to the City of Evanston. Participation in this Program does not disqualify an applicant or business with a brick-and-mortar location from also participating in the Storefront Modernization Program.

Ineligible applicants include:

- Applicants with one or more outstanding parking tickets or who are not current on fines, fees, taxes, or utility bills due to the City of Evanston
- Applicants who have received Entrepreneurship Support Program funding from the City of Evanston within the past five years
- Businesses that are part of a franchise operation with more than 10 locations within or outside of Evanston
- Churches or other religious organizations
Government offices or agencies
Nonprofit organizations

Eligible Services

Eligible applicants may:

I. Request up to $1,000 in assistance with City permitting and licensing needs, including food establishment licenses, general business licenses, building and sign permits, or inspections; and/or

II. Request up to $2,500 of small business support grant funding for expenses or services in the following categories:

1. Professional Services (Accounting, tax, insurance, legal)
2. Tools and Equipment (software, hardware, process-specific tools or equipment)
3. Licenses and Certifications
4. Production and Work Space
5. Continued research and development of initial MVPs (minimum viable products)
6. Continuing Education and Key Personnel Development (Classes, workshops, training programs)
7. Professional and Market Networks

Program Administration & Application Process

Step 1: Submit online application (first Monday of the month). All grant applications must be completed and submitted online: https://cityofevanston.wufoo.com/forms/entrepreneurship-support-program-application/. Applications are considered on a rolling basis throughout the year and must be reviewed by the Economic Development Committee, which meets on the fourth Wednesday of each month. In order to ensure your place on the committee agenda, completed applications must be turned in no later than the second Monday of the month in which review is requested.

Complete applications must include:

✓ business plan
✓ three estimates for each service or purchase to be funded, including one estimate from an Evanston provider whenever possible
✓ proof of residency or business location in Evanston
Step 2: Staff application review process (10 business days). Staff will review applications for compliance with eligibility guidelines and scope of work to be funded. LEND will assist with business plan review and assessment.

Step 3: Public Review & Approval Process (fourth Wednesday of the month). Staff will submit the completed Entrepreneurship Support Program applications and bids to the Economic Development Committee and City Council for approval. Applicants are encouraged to attend all public meetings during which their applications are being considered.

Step 4: Execute a program agreement. Following approval by City Council, successful applicants must sign a Program agreement acknowledging the terms and obligations of their participation.
Entrepreneurship Support Program Application

This is the online application form for the Entrepreneurship Support program offered by the Economic Development Division at the City of Evanston. Please be sure to read through the program guidelines available at www.evanstonedge.com before applying.

There is no way to save this form and return to finish it later, so please make sure you have all your information ready to enter at the same time.

Applicant Contact Info

Applicant Name *

Applicant Address *

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Applicant Email *

Applicant Phone Number *

Business Info

Business Name *

Business Address

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country
Please provide a description of your business (500 words max)

Maximum Allowed: 500 words.  Currently Used: 0 words.

Services to be funded:
- Professional Services
- Tools/Equipment
- Licenses/certifications
- Production & Work Space
- Research & Development
- Continuing Education
- Professional and Market Networks

Do you need financial assistance with City licensing or permitting requirements?
- No
- Yes (please specify below):

Upload written estimates for the services needed below:
- [Choose File] No file chosen
- [Choose File] No file chosen
- [Choose File] No file chosen

Upload business plan (.pdf or .doc) *
- [Choose File] No file chosen

Upload proof of residency or business location (lease, utility bill, bank statement, etc.)
- [Choose File] No file chosen

"I certify that all of the information contained in this document, all statements, information, and exhibits that I am submitting is true and accurate and to the best of my knowledge. I certify that I have reviewed the Program Guidelines associated with the City of Evanston's Entrepreneurship Support Program." (Type name below for signature).

Date

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Memorandum

To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

From: Erika Storlie, Deputy City Manager/Director of Administrative Services
       Jennifer Lasik, Cultural Arts Coordinator

Subject: Resolution 37-R-17, Acceptance of Public Art Donation from the Irvine Company

Date: April 10, 2017

Recommended Action:
The Arts Council recommends that the City Council adopt Resolution 37-R-17 and accept two pieces of artwork by Keith Tyson entitled “Up Down East West (Wacker Lobby Molecule)” and “Up Down East West (South Franklin Molecule)” into its public art collection. One piece will be installed on the rear of the Maple Ave. Parking Garage. The other piece will remain in storage until a suitable space has been identified for it.

Livability Benefit:
Built Environment: Community beautification
Arts, Education and Community: Visual arts

Funding Source
The pieces are being donated to the City and held in storage at no cost. There will be future costs associated with installation.

Summary:
In November of 2016, Laurie Gordon, representing the Irvine Company, contacted the City’s Cultural Arts Coordinator regarding two pieces of artwork at 71 S Wacker in Chicago, Illinois. Ms. Gordon indicated that the company wished to donate the pieces to the City of Evanston.

The artwork was originally commissioned in 2007 by Penny Pritzker and was displayed at the Hyatt Building at 71 S Wacker for the past 10 years. Due to lobby renovations the art pieces have been removed and are currently in storage. Each piece is 40’ tall by 10’ wide.

One piece has been approved by the Arts Council at their March 2017 meeting to be placed on the rear of the Maple Ave Parking Garage, a city-owned structure. From here the piece will be visible to those attending the Farmers’ Market as well as be visible...
from the north and southbound Metra trains. The piece fits well within the scale of the building and the Arts Council agreed that it would be a nice addition to the area.

Ms. Gordon sent an initial appraisal of the pieces, and then had a second (more recent) appraisal done by Joel Strauss Consulting, which confirmed the value of the artwork at $750,000.

Attachment:
Mock-up of placement on Maple Ave Parking Garage Photograph of artwork Resolution 37-R-17
34-R-17

A RESOLUTION

Authorizing the City Manager to Accept the Donation of “Up Down East West (Wacker Lobby Molecule)” and “Up Down East West (South Franklin Molecule),” Paintings by Artist Keith Tyson

WHEREAS, the City of Evanston implemented a public art program in 1989 encouraging the acquisition of works of art for public places pursuant to Ordinance 112-O-89; and

WHEREAS, Irvine Company desires to donate “Up Down East West (Wacker Lobby Molecule)” and “Up Down East West (South Franklin Molecule)” by artist Keith Tyson to the City of Evanston; and

WHEREAS, “Up Down East West (Wacker Lobby Molecule)” was appraised by Joel Straus of Joel Straus Consulting on January 25, 2017 at a value of $375,000.00, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, “Up Down East West (South Franklin Molecule),” was appraised by Joel Straus of Joel Straus Consulting on January 25, 2017 at a value of $375,000.00, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, accepting this donation is in the best interest of the City of Evanston; and

WHEREAS, the City Council desires to accept the donation.

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

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SECTION 1: The donation from Irvine Company of two pieces of artwork by artist Keith Tyson entitled “Up Down East West (Wacker Lobby Molecule)” and “Up Down East West (South Franklin Molecule)” is hereby accepted into the public art collection of the City.

SECTION 2: The City Manager is hereby authorized and directed to execute such deed of gift, agreement, or other documents that may be required to receive the pieces of artwork entitled “Up Down East West (Wacker Lobby Molecule)” and “Up Down East West (South Franklin Molecule)” as he may determine to be in the best interests of the City and in a form acceptable to the Corporation Counsel.

SECTION 3: Resolution 33-R-17 will be in full force and effect from and after the date of its passage and approval in the manner provided by law.

_________________________________________________________________
Elizabeth B. Tisdahl, Mayor

Attest:

Rodney Greene, City Clerk

Adopted: _________________, 2017
EXHIBIT A

Replacement Value Appraisal Report
Prepared by Joel Straus Consulting
**TABLE OF CONTENTS**

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- ADDENDUM ............................................................................................. 22
  - CREDENTIALS .................................................................................... 24
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Report Date: March 10, 2017

Appraisal Objective: Replacement Value Appraisal

Appraiser: Joel Straus Consulting

Client: James Sinsheimer
  Irvine Company Office Properties
  111 Innovation Drive
  Irvine, California 92617

Art Location: 170 S Wacker Dr.
  Chicago, Illinois 60606

Inspection Date: January 25, 2017

Effective Date of Appraisal: January 25, 2017

Total Replacement Value: $750,000

Appraisal Scope of Work

The Client requested that JSC develop this USPAP compliant Appraisal Report for the Intended Use of updating the Replacement Value for Insurance Coverage of the Client's two (2) paintings by Artist, Keith Tyson (the "Art"). The Client has warranted that they are the owners of the Art and the Art is free and clear of any claims, liens, encumbrances or interests of others.

Intended Use and Users

This Appraisal Report is to be used ONLY for the Intended Use as of the Effective Date of this Report. This Appraisal Report is for the exclusive use of the Intended User(s) who are you, the Client, the Client's Building Manager and the Client's insurance broker, and underwriter.

Appraisal Objective Considerations

In consultation with the Client, the Appraiser determined that the Objective of this Appraisal is to establish the Retail Replacement Value Used (Comparable) for the two (2) Subject Properties listed herein.

There are two types of Replacement Values: Retail Replacement Value New and Replacement Value Used. Appraiser considered using Replacement Value New for this Report, which is not appropriate for the Subject Properties. The Replacement Value Used is the value employed herein.

Replacement Value New is defined as the value "necessary to replace an item of personal property with a new item of like kind, quality, and utility."

Replacement Value Used (Comparable) is defined as: "the value necessary to replace the items being appraised with similar items of property of like kind, age, quality, and utility, having similar wear and tear, decay or defects, and obsolescence as the items being appraised."
State sales tax, packing, shipping, and installation costs has not been included in the Replacement Value.

Appraisal Approaches

There are three Approaches or methods to measure the worth or cost of a property:

**Sales Comparison Approach:** Compares the, "Subject Property with similar properties, which have been sold in the past."

**Cost Approach:** "Compares the item being appraised with the cost to replace (by purchase, production, or reproduction) the item with a new comparable substitute."\(^v\)

**Income Approach:** "Involves the comparison with the income producing record of similar property and/or the application of the present value formula to determine the present value formula to determine present worth of an income anticipated to be generated in the future through sale or lease."\(^v\)

This Appraisal makes use of the **Sales Comparison Approach** to determine the Replacement Values. Consideration has been given to the Cost Approach and the Income Approach, and the Appraiser has determined that these approaches are not appropriate for use in this report because the Cost Approach infers that the Subject Property can be faithfully reproduced with an identical new item. The Income Approach infers that the Subject Properties are income producing, but the Subject Properties are not.

**Market Considerations**

The Determination of Replacement Value requires analyzing and selecting the appropriate market place or "Market" to research the sales data. The choice of Market is based on the Intended Use and Objective of the Appraisal. Considering this Appraisal's Intended Use and Objective, the primary consideration in selecting the market is based on where the Client has purchased and would most likely replace the Subject Properties. There are four primary Markets: **Orderly Liquidation, Distressed Liquidation, Wholesale, and Retail.** Both Liquidation Markets are the result of imposed time limitations needed to complete the sales. This is not the situation for the Client, therefore, these Markets would not be appropriate for this Appraisal. The Client is not a wholesaler or dealer therefore the Wholesale Market is not appropriate. The "Retail Market is the market in which properties are sold at retail, i.e. to the end consumer."

It is the understanding of the Appraiser that the Client purchased the Subject Properties directly from the Artist retail, therefore, the **Retail Market** has been selected. Auction Databases Artnet and Blouin Art Index were used to help substantiate the Value, but there were not appropriate comparable properties. Appraiser contacted Pace Gallery, London who is the Artist's primary dealer and the source most appropriate to assist in the determination of the Replacement Value.

Appraiser's analysis has been made with consideration of the art market on the Effective Date of this Appraisal and generally reflects the current nature of the market for the Art. As of the Effective Date, the market conditions are reported to be stable except as noted.
Inspection of Art

Appraiser inspected the Subject Properties to obtain details, descriptions and to evaluate the general condition of the Subject Properties. The Condition of the Property is noted in the Property description. Appraiser inspected the Art on January 25, 2017 at 170 S Wacker Dr., Chicago, Illinois 60606.

GENERAL CONDITIONS

This Appraisal is subject to the following General Conditions:

- Statements by the Client, Dealers, and others associated with this Appraisal are taken to be true and accurate.

- No liens, fractional interests or other encumbrances are understood to exist.

- This Appraisal is not an indication of the Ownership of the Subject Properties.

- The images reproduced here in the body of this document were taken by the Appraiser. The images in this Report have not been altered except for cropping, correcting parallax, exposure, and color balance.

- The descriptions were written by JSC.

- The Subject Properties contained in this Appraisal are readily identifiable and authentication has not been performed.

- Replacement Values are in US Dollars and have been rounded to the nearest amount.

- No change to any item in this Appraisal shall be made by anyone other than the Appraiser. Misuse or alteration of this Appraisal, such as using the Appraisal for any purpose or Intended Use other than that stated above, is prohibited and shall render this Appraisal null and void.

- With the exception of the Client, possession of this report or its copy does not carry with it the right of publication. If this report is reproduced, copied or otherwise used it must be done so in the report's entirety including the cover document and all attachments or it shall be considered invalid. This Report cannot be used by anyone other than the Client or Intended Users without Appraiser’s previous written consent.

- The contents of this Appraisal are considered confidential and the Appraiser shall not disseminate this report except to the Client, or to a third party with the Client’s written permission, or for peer review, or as ordered by a jurisdictional or legal authority.

- Field Measurements were not undertaken.

- The values expressed are based on the Appraiser’s best judgment and opinion and
are not a representation or warranty that the Items will realize that value if offered for sale at auction or otherwise. The values expressed are based upon information available as of the Effective Date of the Appraisal, and no opinion is expressed as to any future values or Values subsequent to the Effective Date, unless otherwise stated.

LIMITING CONDITIONS

Limiting Conditions are conditions that materially affect the appraisal process and materially affect the value conclusion.

The following are LIMITING CONDITIONS pertaining to this Appraisal:

- Subject Property was inspected in available light and was not subject to Infrared light inspection.
- Extensive Condition Reports were not undertaken by the Appraiser but were sufficient to note any impact of Value.
- The large scale of the Subject Property prevented field measurements and so the dimensions were provided by the Client and are assumed to be correct.

CRITICAL ASSUMPTIONS

Critical Assumptions are assumptions directly related to a specific assignment that could be contrary to actual fact and which, if contrary to actual fact, could result in a different value conclusion.

- All information imparted by the Client is assumed to be correct, true, and accurate.
- All information imparted by the Market Sources is assumed to be correct, true, and accurate.
- Appraiser assumes authorship of the Art to be authentic.

HYPOTHETICAL CONDITIONS

Hypothetical Conditions are conditions that are contrary to what exists as of the effective date of the Appraisal, but that is supposed for the objective of analysis.

- There are no Hypothetical Conditions.

The remainder of this page is intentionally left blank.
UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE PLEDGE
USPAP CERTIFICATION

"I certify, to the best of my knowledge and belief, that:

1. The statements of fact in this Report are true and correct.

2. The reported analyses, opinions and conclusions are limited only by the reported Critical Assumptions and Limiting Conditions are the Appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. Appraiser has no undisclosed past, present financial interest in the Property that is subject of this Appraisal, and has no personal interest with respect to the Parties involved.

4. Appraiser has performed no services, as an appraiser or in any other capacity, regarding the Subject Properties under review within the three-year period immediately preceding the acceptance of this assignment.

5. Appraiser has no bias with respect to the Property that is subject of this report or to the Parties of this assignment.

6. Appraiser has not misrepresented his role while providing Appraisal services.

7. Appraiser's engagement in this assignment is not contingent upon developing or reporting pre-determined results.

8. Appraiser's compensation for this Appraisal is not contingent upon development or reporting of pre-determined values or directions in value that favor the cause of the Client, the amount of the value opinion, the attainment of stipulated results, or the occurrence of a subsequent event directly related to the intended user of this Appraisal.

9. No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the Appraiser signing this certification.

10. Appraiser has personally inspected the Subject Property of this report except as noted on the entry of specific Subject Properties.

11. This Appraiser's analysis, opinions and conclusions were developed in conformity with both ISA Report Writing Standards and the 2016-2017 versions of USPAP Report Writing Standards and Ethics. **

Appraiser: [Signature]

Joel Straus, President
Joel Straus Consulting, Ltd
ISA Appraiser
EIN 61-1447734
USPAP Compliant 5/4/15

** Effective Date: 01.25.2017 | Prepared by Joel Straus Consulting
2 Ibid.
3 Ibid., GL-10.
4 Ibid., GL-3.
5 Ibid., GL-6.
6 Ibid., GL-10.
7 Ibid., 19-10.
APPRAISAL ITEMS
Artist: Tyson, Keith (b. 1969)
Title: Up Down East West (Wacker Lobby Molecule)
Date: 2004
Medium: Acrylic on Aluminum Panels
Dimension: 480 x 120 in.
Description: Vertical framed acrylic painting on four aluminum panels. Floating on a field of yellow, multicolored spheres are linked together referencing atoms that are bonded to form a large complex molecule or molecules. Most of the atoms appear to have a white nucleus which visually serves as a highlight and enhances the illusion of spherical dimension. Ascending about one third up from the bottom is a blue gray vertical rectilinear form that is in the same depth of field as the yellow field background. The atoms generally are less dense and smaller at the lower regions of the painting. The atomic forms increase in size and density from the lower to the upper regions on the painting. At the top of the painting the number of atoms fill the field and almost completely obscure the yellow field.

The Wacker Lobby Subject Property is distinguished by a large teal sphere that is occupying most of the top sixth of the painting.
2.

Replacement Value: $375,000.00

Artist: Tyson, Keith (b. 1969)
Title: Up Down East West (South Franklin Molecule)
Date: 2004
Medium: Acrylic on Aluminum Panels
Dimension: 480 x 120 in.
Description: Vertical framed acrylic painting on four aluminum panels. Floating on a field of yellow, multicolored spheres are linked together referencing atoms that are bonded to form a large complex molecule or molecules. Most of the atoms appear to have a white nucleus which visually serves as a highlight and enhances the illusion of spherical dimension. Ascending about one third up from the bottom is a blue gray vertical rectilinear form that is in the same depth of field as the yellow field background. The atoms generally are less dense and smaller at the lower regions of the painting. The atomic forms increase in size and density from the lower to the upper regions on the painting. At the top of the painting the number of atoms fill the field and almost completely obscure the yellow field.

The Franklin Street Subject Property is distinguished by a saturated magenta sphere that is in the upper left corner which appears to have one third of its body floating off the frame with smaller atoms in the foreground. Additionally, the Subject Property has two bold and saturated blue spheres.

Biography: Keith Tyson (b. 1969, Ulverston, Cumbria, England) began working as an apprentice engineer making nuclear submarines after leaving high school at age 15. Deciding to pursue art, he quit the shipyards and gained admission to the Carlisle College of Art, England, graduating in 1990. He earned his M.A. in Alternative Practice at the University of Brighton, England in 1993. Incorporating systems of logic, scientific methodology and chance into his artistic oeuvre, Keith Tyson captivates audiences with his quest for comprehension, while evaluating the limits and infinites of his environment. His expression of both hypotheses
and conclusion is conceptually founded and expressed in varying media, such as painting, drawing and sculpture. Tyson's paintings, drawings, and sculptures have been the subject of more than 20 solo exhibitions since 1995 and over 100 group shows since 1990. In addition to receiving the 2002 Turner Prize for his show 'Supercollider' at the South London Gallery, Tyson received an Honorary Degree of Doctor of Letters from the University of Brighton (2005) and the ICA Arts and Innovation Award, London (1996). He presently lives and works in London, UK.
REPORT TOTALS

Total Replacement Value: $750,000.00
ADDENDUM
CREDENTIALS
Professional Profile

Founder and CEO of Joel Straus Consulting, Ltd. (JSC)
Professional Appraiser

Joel Straus established Joel Straus Consulting Ltd. in 1996 to provide a complete range of art-related services, including art appraisal, art programming, and collection management, to municipalities, private collectors, corporations, foundations, and hotels nationwide.

Joel Straus offers professional fine art appraisal reports in accordance with Uniform Standards of Professional Appraisal Practice (USPAP) for estate planning, charitable donations, resale, and insurance purposes. Straus has over 30 years combined experience in premier contemporary art galleries and with public art collections. His advanced knowledge of contemporary art makes him uniquely qualified in the appraisal of fine art in all media. Particularly experienced in site-specific and installation artwork, Straus is well-versed in the technical aspects of suspended, relief, and free-standing sculpture as well as various other forms of large-scale public art. Straus is a member of the International Society of Appraisers.

Appraisal Experience

2009-present Appraisal Services to Corporate and Private Clients  
(Client names are held in confidence per USPAP requirements)
1999-2007 McCormick Convention Complex Art Collection, Chicago, Illinois

Professional Experience

2015-2016 Advisor to Ritz Carlton, Chicago, IL
2015-2016 Advisor, 1788 Holdings, Bethesda, MD.
2014 Art Advisor, L2 Hotel, Chicago, IL
2013-2014 Project Director Sculptural Water Feature National Center of Civil and Human Rights, Atlanta, GA
2012- Advisor, Estate of Dawn Clark Netsch, Chicago, Illinois
2011-2012 Partner, Director of Special Programs, Expo Chicago, Chicago, Illinois
2010-2011 Master Planner, Consultant, Nashville Music City Center Art Collection, Nashville, Tennessee
2005-2011 Project Planner, Director, Consultant to the Meridian Group, LLC, National Gateway at Potomac Yard, Arlington, Virginia
2003-2006 Project Planner, Director, Consultant to the City of Palm Beach Gardens, Palm Beach Gardens Viaduct Sculptures, Palm Beach Gardens, Florida
1999-2007 Managing Curator, McCormick Convention Complex Art Collection, Chicago, Illinois
2001-2003 Project Planner, Director, Consultant to the City of Palm Beach Gardens, Palm Beach Gardens City Hall Complex, Palm Beach Gardens, Florida
1998-2000  Project Planner, Director, Consultant to the Dow Foundation, Dow Centennial Garden and Sculpture, Midland, Michigan
1997-1998  Consultant to the Frey Foundation, Maya Lin / Monroe Center Re-development, Grand Rapids, Michigan

Education

2015  Uniform Standards of Professional Appraisal Practice Course, Appraisers Association of America
2009  Uniform Standards of Professional Appraisal Practice Course, Appraisers Association of America
2009  Core Course in Appraisal Studies, International Society of Appraisers
1984  Wake Forest University, BA, magna cum laude, Art History and Studio Art, Winston-Salem, North Carolina
1979  Penland School of Crafts, Penland, North Carolina
1977-1978  Washington University, St. Louis, Missouri

Honors and Awards

2004  Americans for the Arts, Year in Review Selection: Most innovative public art project of the year: Washington Convention Collection, Washington, DC, 2003
2004  Americans for the Arts, Year in Review Selection: Most innovative public art project of the year: Costas Varotsos, “Contiguous Currents” Palm Beach Gardens Florida, 2003
1984  Phi Beta Kappa, Wake Forest University Chapter
1983  Judges Award, Wake Forest University award for outstanding work in studio art

Lectures and Panels

2011  Workshop Leader, “How to Respond to an RFQ” and “How to Present a Winning Finalist Proposal,” Metro Arts Commission, Nashville, Tennessee
2010  Workshop Leader, “Art in Public Places,” City of Austin, Austin, Texas
1999  Lecturer, “Developing Successful Artist’s Portfolios,” Chicago Artist’s Coalition; Chicago, Illinois

Professional Affiliations

2011-Present  Chicago Artists Coalition, Board Member, Chicago, Illinois
2009-Present  International Society of Appraisers
2000-Present  The Arts Club, Chicago, Illinois

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Hassebrook, Ashley, "Lack of Art Could Hurt Convention Center: While Omaha Lacks Funds for Art, Other Cities Say it is Needed to Define and Enhance the Image of the Facilities," The Omaha World-Herald, June 24, 2002: Living; 1e

Lassar, Terry J., "Unconventional Art Spaces: A New Crop of Convention Centers is Connecting with the Surrounding Community Through Art," Urban Land, October 2003: Pg. 125-129

Lawrence, Lee, "Redistricted: A Shaw Renaissance, New Convention Center and Bubbling Little Arts Venues are Making Gains on the Capital's Treasures," Americanstyle, April 2004: Pg. 46-53


Richards, Chris, "Where Size Matters: At the Convention Center, the Art Fits the Space," The Washington Post, Nov. 13. 2003: C5


Williams, Kevin M., "Art Gains a Place at McCormick Place South," The Chicago Sun-Times, March 3, 1999: 47
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Memorandum

To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee

From: Lawrence C. Hemingway, PRCS Director

Subject: Resolution 30-R-17, Designating the Portion of Washington Street between Asbury Avenue and Ridge Avenue with the Honorary Street Name Sign, “Pope John XXIII School Way”

Date: March 27, 2017

Recommended Action:
Staff received an honorary street name sign application from Alderman Brian Miller in honor of Pope John XXIII School. Due to time constraints, he has requested that we bypass the normal process and place the application on the April 17 City Council agenda for consideration of approval. The City Council has never approved an honorary street name sign without going through the formal naming process.

Funding Source:
Funds for the honorary street name sign program is budgeted in the Public Works Agency, Infrastructure and Maintenance Bureau - Traffic Operations' Materials Fund (Account 100.40.4520.65115). Three street signs are made for the honoree. One sign is installed at each end of the designated one block area and the third sign is given to the honoree. The approximate cost to create all three signs is $200.

Livability Benefits:
Education, Arts & Community: Promote a cohesive and connected community

Summary:
The Honorary Street Name Sign program was established in 1996 to allow citizens the opportunity to honor individuals or groups that have made significant contributions to the City. The program is administered by the Parks, Recreation and Community Services Board through the Parks, Recreation and Community Services Department. The request for an honorary designation has to originate with an Alderman and each Alderman may have one honorary designation approved each year. Honorary street name signs are displayed for a period of ten-years and the portion of a street so designated is one block long.
Attachments:
Resolution 30-R-17
Honorary Street Name Sign Application for Pope John XXIII School
30-R-17

A RESOLUTION

Designating that Portion of Washington Street Between Asbury Avenue and Ridge Avenue with the Honorary Street Name Sign, “Pope John XXIII School Way”

WHEREAS, Pope John XXIII School is celebrating 30 years of providing a Catholic education opportunity to the Evanston community; and

WHEREAS, Pope John XXIII School reflects Evanston’s cultural and ethnic diversity; and

WHEREAS, Pope John XXIII School emphasizes the importance of giving through various service projects and through its rigorous academic standards; and

WHEREAS, Pope John XXIII School provides a solid foundation for students for high school and beyond.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: On behalf of the entire citizenry of the City of Evanston, the City Council hereby expresses appreciation for Pope John XXIII School by designating that portion of Washington Street between Asbury Avenue and Ridge Avenue “Pope John XXIII School Way.”

SECTION 3: This Resolution 30-R-17 will be in full force and effect from and after the date of its passage and approval in the manner provided by law.
Attest:

________________________________________
Rodney Greene, City Clerk

Adopted: ____________________, 2017

Elizabeth B. Tisdahl, Mayor
City of Evanston
Honorary Street Name Sign Application Form

PURPOSE OF PROGRAM: The Honorary Street Name Sign Program allows citizens the opportunity to honor people who have made significant contributions to the City. The program is administered by the Citizen’s Advisory Committee on Public Place Names through the Department of Parks, Recreation and Community Services. Street names will be displayed for a period of ten-years. No more than one designation may be awarded in each ward per year. The portion of a street so designated will be one block long. Final approval is granted by the Evanston City Council.

PLEASE FILL OUT THE APPLICATION BELOW:

NAME OF HONOREE: Pope John XXIII School
(as it would appear on the street sign)

PROPER STREET NAME: Washington Street

INTERSECTING STREETS AT EACH END OF THE ONE BLOCK AREA:
Asbury (to the west); Ridge (to the east)

PLEASE CHECK ALL THAT APPLY, AND GIVE A BRIEF EXPLANATION FOR EACH OF THE APPLICABLE CRITERIA. A STREET CAN BE NAMED FOR AN INDIVIDUAL, OR GROUP/DESIGNATION.

[C] CULTURAL IMPACT TO CITY:

[✓] HISTORICAL IMPACT TO CITY: Pope John XXIII is celebrating 30 years of providing a Catholic education opportunity to the Evanston community. The school reflects the Evanston’s cultural and ethnic diversity. It emphasizes the importance of giving through various service projects. And through its rigorous academic standards, provides a solid foundation for students for high school and beyond.
__HUMANITARIAN EFFORTS:


__CLOSE ASSOCIATION WITH EVANSTON:


__GEOGRAPHICAL RELATIONSHIP OF STREET TO FOCUS OF INTEREST


__A LIVING INDIVIDUAL (EXCLUSIVE OF CITY OF EVANSTON STAFF)

Signature of Applicant:  
Brian Miller  
(Alderperson)  
Date:  

Applicant's Address:  

Phone  

Email:  

Signature of Applicant:  
Joel Hulse  
Date: 3-  

Applicant's Address: 120 Washington, Evanston  
Phone 847-475-5678  

Email: gail.hulse@popejohn23.org  

Submit completed form to:  
City of Evanston  
Parks, Recreation and Community Services Department  
2100 Ridge Ave., Evanston, IL 60201  
Fax: 847-448-8051  
Phone: 847-866-2914  
pbelcher@cityofevanston.org
Hi Petra,

I'm in full support of the attached application for street naming. I don't know if you received this a couple of weeks ago, but I'd like to have this on Monday's board agenda for approval.

Time is of the essence.

Thanks,

Brian
Memorandum

To: Honorable Mayor and Members of the City Council
    Administration and Public Works Committee

From: Wally Bobkiewicz, City Manager

Subject: 32-R-17, Relocation Assistance Loan to Brian Scott, Fire Chief

Date: April 4, 2017

Recommended Action:
Staff recommends adoption of City Council Resolution 32-R-17 approving a loan to Brian Scott, Fire Chief.

Funding Source:
General Fund (Account 100.12230). As this is a loan, the expense is being booked to a receivable account and the money will be repaid into the same account upon his departure.

Livability Benefit:
Education, Arts & Community: Promote a cohesive and connected community
Health & Safety: Improve emergency prevention and response

Summary:
On January 9, 2017, the City appointed Brian Scott as the new Fire Chief of the Evanston Fire Department. Chief Scott wishes to move his residence from Riverside to Evanston and has requested assistance. In 2007, Police Chief, Richard Eddington, was loaned $100,000 to relocate his personal residence to Evanston. In 2009, Wally Bobkiewicz was loaned $200,000 as relocation assistance from the City. The terms of the loan are the same for repayment with the previous two loans issued. The loan balance accrues at 0% interest during the term that Chief Scott is employed and must be repaid within one year of ending employment with the City. The terms of this loan to Chief Scott will be $100,000 at 0% and secured by a junior mortgage. I believe it is in the community’s best interest for Chief Scott to reside in Evanston and receive this loan.

Attachments:
32-R-17
Promissory Note and Mortgage
32-R-17

A RESOLUTION

Authorizing the City Manager to Negotiate and Execute a Loan Agreement with Fire Chief, Brian Scott

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The City Manager is hereby authorized and directed to negotiate and execute a loan agreement between the City of Evanston and Brian Scott, Evanston Fire Chief, attached hereto as Exhibit A and incorporated herein by reference (the “Agreement”) for a loan issued in the amount of One Hundred Thousand and no/100 Dollars ($100,000.00).

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as he may determine to be in the best interests of the City.

SECTION 3: This Resolution 32-R-17 shall be in full force and effect from and after its passage and approval in the manner provided by law.

________________________
Elizabeth B. Tisdahl, Mayor

Attest:

________________________
Rodney Greene, City Clerk

Adopted: _________________, 2017
EXHIBIT A

Loan Agreement
PROMISSORY NOTE

Lender:
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Borrower:
Brian Scott
(address to be inserted)

$100,000.00 (One Hundred Thousand and no/100 Dollars)

The Borrower, Brian Scott, for value received, promises to pay to the order of the City of Evanston (hereafter, together with any holder hereof, called “City”), having its principal office located at 2100 Ridge Avenue, Evanston, Illinois 60201, the principal sum of $100,000.00 (One Hundred Thousand and no/100 Dollars), within one year after the date termination of my employment as Fire Chief of the Evanston Fire Department, regardless of whether such termination is voluntary, involuntary, or through retirement (the “Maturity Date”).

In addition to payment of the principal sum to City as provided for above, the Borrower promises and agrees to pay City interest on the amount of principal outstanding from time to time (computed on the basis of a 360-day year for the actual number of days elapsed) at the rate of 0% percent per annum, while I am employed as City Manager.

Interest on the principal sum after the date of termination of employment of the Borrower, and until the Maturity Date shall accrue and be paid on the unpaid principal balance at the rate equal to 4% (four percent) interest.

The indebtedness evidenced by this Note (including all principal and interest) and is secured by a Mortgage dated April 11, 2017, and/or any other related loan agreement and security instruments applicable to the following real property:

Commonly known as: [INSERT ADDRESS]
Property Identification Number (“PIN”): [INSERT PIN]

The Borrower may prepay the principal amount outstanding in whole or in part without premium or penalty of any kind. Any partial prepayment shall be applied against the principal amount outstanding.

DEFAULTS AND REMEDIES

Failure of the Borrower to pay any amount due hereunder for a period in excess of ten days after it becomes due and payable under this Note, whether interest, principal, or otherwise on the Maturity Date, or the occurrence of any other
Default (as defined herein or in the Mortgage), shall constitute an event of default hereunder. At any time during the existence of any Default, and at the option of the City, the entire unpaid principal balance under this Note, together with interest accrued thereon and all other sums due from the Borrower hereunder or under the Mortgage or any of the other security agreements or documents (collectively, the “Loan Documents”), shall without notice become immediately due and payable.

If any attorney is engaged by the City, including in-house staff (a) to collect the indebtedness evidenced hereby or due under the Loan Documents, whether or not legal proceedings are thereafter instituted by the City; (b) to represent City in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors’ rights and involving a claim under this Note; (c) to protect the liens of any of the Loan Documents; (d) to represent City in any other proceedings whatsoever in connection with this Note or any of the Loan Documents or the real estate described therein; or (e) to represent City in monitoring the loan evidenced by this Note or any renewal, restructure, amendment, or the like applicable thereto, then the Borrower shall pay to City all reasonable attorneys’ fees and expenses incurred or determined to be due in connection therewith, in addition to all other amounts due hereunder. Bank’s remedies under this Note, the Mortgage, and all of the other Loan Documents shall be cumulative and concurrent and may be pursued against the Borrower, the real estate described in the Mortgage, and any other security described in the Loan Documents or any portion or combination of such real estate and other security, and City may resort to every other right or remedy available at law or in equity without first exhausting the rights and remedies contained herein, all in the City’s sole discretion. Failure of the City, for a period of time or on more than one occasion to exercise its option to accelerate the maturity date shall not constitute a waiver of the right to exercise that option at any time during the continued existence of the Default or in the event of any subsequent Default. City shall not by any other omission or act be deemed to waive any of its rights or remedies hereunder unless such waiver is in writing and signed by the City, and then only to the extent specifically set forth therein. A waiver in connection with one event shall not be construed as continuing or as a bar to or waiver of any right or remedy in connection with a subsequent event.

OTHER MATTERS

1. WAIVER: The Borrower agrees to be bound and (a) waive and renounce any and all redemption and exemption rights and the benefit of all valuation and appraisement privileges against the indebtedness evidenced hereby or by any extension or renewal hereof; (b) waive presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor, and notice of protest; (c) waive all notices in connection with the delivery and acceptance hereof and all other notices in connection with the performance, default, or enforcement of the payment hereof or hereunder; (d) waive any and all lack of diligence and delays in the enforcement of the payment hereof; (e) consent to any and all extensions of time, renewals, waivers, or
modifications that may be granted by City with respect to the payment or other provisions hereof, and to the release of any security at any time given for the payment hereof, or any part thereof, with or without substitution, and to the release of any person or entity liable for the payment hereof; and (g) consent to the addition of any and all other makers, endorsers, guarantors, and other obligors for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agree that the addition of any such Obligors or security shall not affect the liability of any of Obligors for the payment hereof.

2. GOVERNING LAW AND TIME LIMITATION. This Note shall be construed and enforced in accordance with the laws of the State of Illinois. All disputes relating to the interpretation of the provisions of this Lease shall be resolved exclusively by the federal or state court located in Cook County, Illinois, and the parties hereto hereby submit to the jurisdiction and venue of the court for such purpose. The parties hereby waive trial by jury.

3. HEADINGS. The headings of sections and paragraphs in this Note are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used in this Note, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires. If any provision of this Note, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Note shall be construed as if such invalid part were never included herein. Time is of the essence of this Note.

4. BINDING OBLIGATION. This Note and all provisions hereof shall be binding on all persons claiming under or through the Borrower, which shall include the respective beneficiaries, successors, assigns, legal and personal representatives, executors, administrators, devisees, legatees, and heirs of the Borrower.

[SIGNATURES ON FOLLOWING PAGE]
The Parties have caused this Note to be executed as of the date first written above.

BORROWER:

______________________________
Brian Scott

CITY OF EVANSTON

By: ____________________________

Wally Bobkiewicz, City Manager
JUNIOR MORTGAGE

THIS MORTGAGE ("Mortgage") is executed and given as of the _____ day of ___________, 2017, by, Brian Scott of [INSERT ADDRESS], referred to as “mortgagor,” which includes mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, and denotes the singular and/or plural and the masculine and/or feminine and natural and/or artificial persons whenever and wherever the context requires, to the City of Evanston, having its principal offices at 2100 Ridge Avenue, Evanston, Illinois 60201 referred to as “mortgagee.”

For proper consideration, and also in consideration of the sum named in the promissory note of the same date, mortgagor grants with mortgage covenants to mortgagee, its successors and assigns, all the tract of land of which mortgagor is now the legal owner, and in actual possession, located in Cook, Illinois, described as follows:

Legal Description: Attached as Exhibit “A”.

Commonly known as (“Property Address”): [INSERT ADDRESS]

PIN:

Together with all structures and improvements now and later on the land and the fixtures attached to the land, together with all tenements, easements, and appurtenances to the property, and the rents, issues, and profits, all the estate, right, title, interest, and all claims in law and in equity, of mortgagor in and to the property.

Properties covered in this mortgage are conveyed to mortgagee, free from all rights and benefits under the Illinois Homestead Exemption Laws, which rights and benefits mortgagor
now releases and waives.

This mortgage is given to secure: (a) the payment of $100,000.00 (One Hundred Thousand and no/100 Dollars), as provided in a promissory note dated ______________, 2017, which note is incorporated by reference, that note being payable as follows:

   (a) The interest rate of the loan shall be zero percent (0%) for as long as mortgagor is the City Manager. The City shall acquire a lien on the Premises and said lien shall be subordinate to the first mortgage on the Premises. As mortgagor, I represent and warrant that it is my sole responsibility to execute such documents that may be necessary to create this lien. Mortgagor promises to repay the entire amount of the Loan to the City within one (1) year of the termination of his employment as City Manager regardless of whether such termination is voluntary, involuntary, or through retirement. For the period between the date of termination of mortgagor’s employment and the date of repayment, mortgagor agrees to pay the City four (4%) interest on the outstanding loan balance.

   (b) the performance of the other agreements in the note;

   (c) any future advances as provided in this mortgage, and to secure the performance of mortgagor's covenants and agreements.

Provided always, that if mortgagor pays to mortgagee, its successors, legal representatives, or assigns, the amount in the promissory note mentioned above, with all interest due, and performs, complies with, and abides by each and every stipulation, agreement, condition, and covenant of the note and mortgage, and pays all taxes that may accrue on the property and all costs and expenses that mortgagee, its successors or assigns may incur in collecting the note, in the foreclosure of this mortgage or otherwise, including reasonable attorney's fees, then this mortgage and the lien created will cease, and a release of the mortgage will be executed by mortgagor.

This mortgage is subject and subordinate to the first position mortgage. Borrower expressly agrees to pay that prior mortgage and to prevent any default under that mortgage. Borrower agrees that if borrower defaults on that senior mortgage, by failing to pay any installment of principal or interest on that mortgage within ten days after its due date, or to cure any other default on that mortgage within ten days after receiving notice of a default from the senior lender, the lender on this mortgage, at lender's option, may either (a) cure the default on the senior mortgage and add the cost of curing to the principal amount of the note secured by this mortgage, or (b) declare this mortgage and the note this mortgage secures due and payable in full. Borrower agrees to give any notice of default received from the senior lender to the junior lender immediately on receipt, and to attempt to have the senior lender send notices of default to the junior lender directly. Borrower may not renew, modify, or extend the senior mortgage without the lender's consent.

COVENANTS AND REPRESENTATIONS BY MORTGAGOR

Mortgagor covenants and agrees that:
1. Mortgagor will pay the principal and interest and other amounts payable by virtue of the promissory note and this mortgage, or either, promptly on the days they become due.

2. Mortgagor will pay the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the described property, and if they are not promptly paid, mortgagee, its successors, legal representatives, or assigns may at any time pay them without waiving or affecting the option to foreclose or any right under this mortgage, and every payment made by the mortgagee will bear interest from the date of the mortgage at the rate of 5% per year.

3. Mortgagor will pay all the costs, charges, and expenses, including attorney's fees, reasonably incurred or paid at any time by mortgagee, its successors, legal representatives or assigns, because of failure by mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the promissory note and this mortgage, or either, and every payment will bear interest from the date of the mortgage at the rate of 5% per year.

4. Mortgagor will keep the buildings now or later on the land insured in an amount equal to the highest insurable value, both fire and extended coverage, in a company or companies to be approved by mortgagee, with standard and customary mortgagee loss-payable clause indorsed on it, making any loss payable to mortgagee, its successors, legal representatives or assigns; and in the event mortgagor fails to obtain insurance, then mortgagee may obtain insurance and hold it as above provided, without waiving or affecting the option to foreclose or any right under this mortgage, and the mortgagor will repay to the mortgagee on demand all premiums paid by mortgagee, with interest at the rate of [percentage rate of interest]% per year from the time of payment by mortgagee; all premiums paid by mortgagee will be secured by this mortgage and will be collectible in the same manner as the principal indebtedness; and should the mortgagee because of the insurance receive any amount of money for damage, that amount may be retained and applied by mortgagee toward payment of the debt secured by the mortgage, or it may be paid over either wholly or in part to the mortgagor for the repair of the buildings or for the erection of new buildings in their place, or for any other purpose or purposes satisfactory to the mortgagee; and if the mortgagee receives and retains insurance money for damage to the buildings, the lien of the mortgage will be affected only by a reduction by the amount of the insurance money retained by the mortgagee.

5. Mortgagor will not permit or cause the removal, alteration, or demolition, without the consent of the mortgagee, of any building on the premises; all buildings now or later located on the premises will be maintained by the mortgagor in good and substantial repair; mortgagor will not permit, commit, nor cause waste, impairment, or deterioration of the property, or any part of it, except reasonable wear and tear; and, in the event of the failure of mortgagor to keep the buildings on the premises and those to be erected on the premises, or improvements, in good repair, mortgagee may make repairs as in its discretion it may deem necessary for the proper preservation of the buildings and the full amount of each and every payment will be due and payable [number of days] days after demand, and will be secured by the lien of this mortgage; and in addition, in the event of the occurrence of any of the preceding, the mortgagee will be entitled to immediately restrain the mortgagor by injunction or other appropriate remedy.
6. Mortgagor will perform, comply with, and abide by each of the stipulations, agreements, conditions, and covenants in the promissory note.

7. Mortgagee may, at any time pending an action on this mortgage, apply to the court for the appointment of a receiver, and the court will then appoint a receiver of the premises, including all income, profits, issues, and revenues from whatever source derived, each and every one of which, it is expressly understood, is mortgaged by this document, as if specifically stated and described. The receiver's appointment will be made as a matter of absolute right to mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of mortgagor or the defendants. Rents, profits, income, issues, and revenues will be applied by the receiver according to the lien of this mortgage and the practice of the court. In the event of any default on the part of mortgagor, mortgagor agrees to pay to mortgagee on demand as a reasonable monthly rental for the premises an amount at least equivalent to one-twelfth of the aggregate of the 12 monthly installments then payable in the current year plus the actual amount of the annual taxes, assessments, water rates, and insurance premiums for that year not covered by the monthly payments.

8. If any of the sums of money are not promptly paid within 30 days after becoming due, or if each of the stipulations, agreements, conditions, and covenants of the promissory note and this mortgage, or either, are not fully performed, complied with, and abided by, the aggregate sum mentioned in the promissory note will become due and payable immediately or later at the option of mortgagee, its successors, legal representatives, or assigns, as fully and completely as if the aggregate sum were originally stipulated to be paid on that day, despite anything in the promissory note or this mortgage to the contrary.

9. Mailing a written notice or demand addressed to the owner of record of the mortgaged premises or to the owner at the last address, actually furnished to mortgagee, or if none, directed to the owner at the mortgaged premises, and mailed by the United States mail, postage prepaid, will be sufficient notice and demand in any case arising under this instrument and required by the provisions of this mortgage or by law.

10. If foreclosure proceedings of any mortgage or lien of any kind superior or inferior to this mortgage are instituted, mortgagee may at its option, immediately or afterwards, declare this mortgage and the indebtedness secured due and payable.

11. The mortgagor, within ten days after request of the mortgagee, will furnish to the mortgagee or to any other person, firm, or corporation as may be designated by the mortgagee, a duly acknowledged written statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt.

12. The whole of the principal amount and interest will become due at the option of the mortgagee, under any of the following conditions: after default in the payment of any principal or interest, or any installment, as provided in the note for thirty days; after default in the payment of any tax, assessment, water charges, sewer service charge, or other governmental or other charge or rate levied or charge against the mortgage premises, for thirty days after notice and demand from the mortgagee; after default subsequent to notice and demand from the mortgagee
either in assigning and delivering the insurance policies insuring the building against loss, or in reimbursing the mortgagee for premiums paid on the insurance, as above provided; or after default on request of the mortgagee in furnishing a statement of the amount due on the mortgage and whether off-sets or defenses exist against the mortgage debt, as above provided.

13. The mortgagor warrants title to the premises and covenants with the mortgagee that the mortgagor is the true and lawful owner of the premises and has good right and full power to grant and mortgage them, and that the premises are free and clear of all encumbrances, except only restrictions and easements of record, taxes and assessments not yet due or delinquent, and any other matters as are indicated following the legal description of the premises expressly stated; and mortgagor further covenants that mortgagor will warrant and defend against all lawful claims of all persons except as above provided.

14. In case of a foreclosure sale, the premises, or so much as may be affected by this mortgage, may be sold in one parcel.

15. The mortgagor assigns to the mortgagee the rents, issues, and profits of the premises as further security for the payment of the obligations secured by this mortgage, and grants to the mortgagee the right to enter on the premises for the purpose of collecting the payments, and to rent the premises or any part of them, and to apply the moneys received from the rental, after payment of all necessary charges and expenses, to the obligation secured by this mortgage, on default under any of the covenants, conditions, or agreements contained in this mortgage. The mortgagor further promises and agrees, in the event of any default, to pay to the mortgagee, or to any receiver appointed to collect the rents, issues, and profits of the premises, a fair and reasonable occupational rent for the use and occupation of the premises or of any part that may be in the possession of the mortgagor; and on default in payment of the rental, to vacate and surrender possession of the premises, or that portion occupied by the mortgagor, to the mortgagee or the receiver.

16. In the event any action or proceeding is commenced (except an action to foreclose this mortgage or to collect the obligation secured by it) in which it becomes necessary to defend or assert the lien of this mortgage, whether or not the mortgage is made or becomes a party to such action or proceeding, all expenses of the mortgagee incurred in any action or proceeding to prosecute or defend the rights and lien created by this mortgage, including reasonable counsel fees, will be paid by the mortgagor, and if not paid promptly on request, will be added to the debt secured and become a lien on the mortgaged premises, and will be deemed to be fully secured by this mortgage and to be prior and paramount to any right, title, or interest, or claim to or on the premises accruing or attaching subsequent to the lien of this mortgage, and will bear interest at the rate provided for the obligation secured. This covenant will not govern or affect any action or proceeding to foreclose this mortgage or to recover or to collect the debt secured by it, which action or proceeding will be governed by the provisions of law and rules of court respecting the recovery of costs, disbursements, and allowances in foreclosure actions.

17. If all or any part of the premises are condemned and taken under the power of eminent domain, or if any award for any change or grade of streets affecting the premises are made, all damages and awards for the property taken or damaged will be paid to the holder of this mortgage.
mortgage, to the amount then unpaid on the indebtedness secured, without regard to whether or not the balance remaining unpaid on the indebtedness may then be due and payable; and the amount paid will be credited against the indebtedness and, if insufficient to pay the entire amount, may, at the option of the holder, be applied to the last maturing installments, and the balance of damages and awards, if any, will be paid to the mortgagor. The holder of this mortgage is given full power, right, and authority to receive any and all damages and awards.

18. If the mortgagor or any obligor on the secured note: (1) files a voluntary petition in bankruptcy under the Bankruptcy Code of the United States, or (2) is adjudicated a bankrupt under that act, or (3) is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or (4) makes a general assignment for the benefit of creditors, then and on the occurrence of any of the conditions, at the option of the mortgagee, the entire balance of the principal amount secured, together with all accrued interest, will immediately become due and payable.

19. Mortgagor will comply with all statutes, ordinances, and governmental requirements affecting the mortgaged premises, and if mortgagor neglects, or refuses to comply and the failure or refusal continues for a period of thirty days, then, at the option of the mortgagee, the entire balance of the principal amount secured by this mortgage, together with all accrued interest, will immediately become due and payable.

[SIGNATURES ON FOLLOWING PAGE]
BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage.

By: __________________________

Print Name: ______________________

STATE OF ILLINOIS )

) SS.
COUNTY OF COOK )

I, ______________________, a Notary Public in and for the State and County aforesaid, do hereby certify that before me this day personally appeared Brian Scott, known to me to be the same persons whose name is subscribed to the above and foregoing document, and acknowledged to me that they executed and delivered the above and foregoing as his free and voluntary act, for the uses and purposes set forth in said Agreement, including waiver of homestead.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of ______________, 2017.

________________________________
Notary Public
EXHIBIT “A”

LEGAL DESCRIPTION
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

From: David Stoneback, Public Works Agency Director
      Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer
      Dan Manis, P.E., Senior Project Manager

Subject: Alley Paving Special Assessment No. 1521
         Ordinance 27-O-17

Date: April 10, 2017

Recommended Action:
Staff recommends City Council adopt Ordinance 27-O-17 allowing the paving of the alley north of Brummel Street and east of Grey Avenue through the Special Assessment Process.

Funding Source:
Funding will be from: 2017 Capital Improvement Program (CIP) General Obligation Bonds (Account 415.40.4117.65515 – 417017) in the amount of $115,932.50, which has $250,000 budgeted in FY 2017; Special Assessment funds (Account 415.40.4217.65515 – 417017) in the amount of $115,932.50, which has $250,000 budgeted in FY 2017; and Sewer Fund (Account 515.40.4535.62461 – 417017) in the amount of $61,360.00, which has $150,000 budgeted in FY 2017 for this project.

Livability Benefits:
Built Environment: Enhance public spaces

Detailed Funding Analysis:
The 2017 CIP Fund has a budget allocation of $500,000 for special assessment alley improvements and $150,000 for sewer extensions related to alley improvements. The total estimated construction cost for this alley is $293,225 and the share of the adjacent property owners comes to $115,932.50 plus 9.0% for engineering and legal expenses for a total of share of $126,366.40. The property owners will reimburse the City for their share of the project cost in one lump-sum payment or in installments for up to 10 years plus interest. The following table summarizes the project costs:
<table>
<thead>
<tr>
<th>Budget Description</th>
<th>Account</th>
<th>Project Number</th>
<th>Budget Amount</th>
<th>Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alley Paving - GO Bonds</td>
<td>415.40.4117.65515</td>
<td>417017</td>
<td>$250,000</td>
<td>$115,932.50</td>
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<tr>
<td>Alley Paving - SSA</td>
<td>415.40.4217.65515</td>
<td>417017</td>
<td>$250,000</td>
<td>$115,932.50</td>
</tr>
<tr>
<td>Sewer - Sewer Extensions on Alley Improvements</td>
<td>515.40.4535.62461</td>
<td>417017</td>
<td>$150,000</td>
<td>$61,360.00</td>
</tr>
</tbody>
</table>

**Total Estimated Construction Cost:** $293,225.00

**Summary:**

The alley paving project was initiated by a petition from the property owners adjacent to this alley. The petition contained signatures representing 77% of the abutting property owners. The petition was accepted by the Board of Local Improvements (BLI) on January 11, 2016. City staff then proceeded with design of the alley paving project. The project did not proceed in 2016 due to a lack of available funding.

A public hearing for the project was held on March 14, 2017 to share the project design and to receive public comments. At the public hearing, the BLI received favorable comments in support of the project and the BLI voted to recommend to the City Council that the alley be paved through the special assessment process.

**Attachments:**
Ordinance 27-O-17 with the recommendation of BLI and estimate of BLI Engineer
27-O-17

AN ORDINANCE

To Approve the Construction of a Local Improvement Known as Evanston Special Assessment No. 1521

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, ILLINOIS:

SECTION 1: That a local improvement shall be made within the City of Evanston, County of Cook, and State of Illinois, the nature, character, locality and description of which is as follows, to-wit:

That the unimproved public alley in the block bounded by CTA Rail Road on the north, Brummel Street on the south, Grey Avenue on the west, and Brown Avenue on the east, in the City of Evanston, be improved by excavating, constructing the necessary drainage system and paving with 8” Portland Cement Concrete Pavement, to a width of fourteen and a half feet (14.5’).

SECTION 2: That the Recommendation (Exhibit A) of the Board of Local Improvements of the City of Evanston, Illinois, of this Ordinance, and the Estimate of the Cost (Exhibit B) of said improvement made by the Engineer of said Board, both attached hereto, be and the same are hereby approved and by reference thereto made a part hereof.

SECTION 3: That said improvement shall be made and the cost thereof, including the sum of Two Hundred Fifty Two Thousand Seven Hundred Thirty Two and 85/100 Dollars ($252,732.85), being the cost of making and collecting the Assessment and all other expenses as provided by law, shall be

**SECTION 4:** That One Hundred Twenty Six Thousand Three Hundred Sixty Six and 43/100 Dollars ($126,366.43) of the cost of said improvement shall be allocated by the City; and the remainder of the cost, One Hundred Twenty Six Thousand Three Hundred Sixty Six and 43/100 Dollars ($126,366.43) will be allocated as private benefit.

**SECTION 5:** That the aggregate amount to be assessed and each individual assessment shall be divided into ten (10) installments in the manner provided by law, and each of said installment shall bear interest at the rate of three percent (3%) per annum from sixty (60) days after the date of the first voucher issued on account of work done upon said proposed improvement.

**SECTION 6:** That, for the purpose of anticipating the collection of the installments of said assessment levied against the real estate benefited thereby, general obligation bonds have been issued, up to One Hundred Twenty Six Thousand Three Hundred Sixty Six and 43/100 Dollars ($126,366.43) of which are payable by the City, homeowners pay up to One Hundred Twenty Six Thousand Three Hundred Sixty Six and 43/100 Dollars ($126,366.43) of which are payable out of said installments, bearing interest at the rate of three percent (3%) per annum, payable annually and signed on behalf of the City of Evanston, Illinois, by its Mayor and attested by its City Clerk and its corporate seal affixed thereto; and each interest coupon attached to said bonds shall likewise be
executed by and shall bear the official or facsimile signature of the same officers
who signed said bonds and who, if facsimile signatures are used, do adopt by
their execution of said bonds as and for their proper signatures their respective
facsimile signatures appearing on said coupons; and that said bonds shall be
issued in accordance with and shall be in all respects conform to the provisions
of an Act of the General Assembly of the State of Illinois, knows as the “Illinois

SECTION 7: That David Stoneback, President of the Board of
Local Improvements of the City of Evanston, Illinois, be and he is hereby directed
to file a Petition in the Circuit Court of Cook County, Illinois, praying that steps
may be taken to levy a Special Assessment to pay the cost of said improvement
in accordance with the provisions of this ordinance and in the manner prescribed
by law.

SECTION 8: All ordinances or parts of ordinances in conflict
herewith are hereby repealed.

SECTION 9: If any provision of this ordinance or application
thereof to any person or circumstance is held unconstitutional or otherwise
invalid, such invalidity shall not affect other provisions or applications of this
ordinance that can be given effect without the invalid application or provision, and
each invalid application of this ordinance is severable.

SECTION 10: The findings and recitals contained herein are
declared to be prima facie evidence of the law of the City and shall be received in
evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 11:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced:_________________, 2017  Approved:
Adopted:___________________, 2017  ______________________, 2017

______________________________
Elizabeth B. Tisdahl, Mayor

Attest:  
Approved as to form:

_____________________________
Rodney Greene, City Clerk  W. Grant Farrar, Corporation Counsel
Exhibit A

Recommendation
SPECIAL ASSESSMENT NO. 1521
RECOMMENDATION OF THE BOARD OF LOCAL IMPROVEMENTS
TO THE CITY COUNCIL OF THE CITY OF EVANSTON, ILLINOIS

The Board of Local Improvements of the City of Evanston, Illinois, herewith submits the draft of Ordinance 27-O-17 for the making of a local improvement within the City of Evanston, County of Cook, and State of Illinois, the nature, character, locality and description of which is as follows, to-wit:

That the unimproved public alley in the block bounded by CTA Rail Road on the north, Brummel Street on the south, Grey Avenue on the west, and Brown Avenue on the east, in the City of Evanston, be improved by excavating, constructing the necessary drainage system and paving with 8" Portland Cement Concrete Pavement, to a width of fourteen and a half feet (14.5').

and, as part of said Ordinance, and in conjunction therewith, said Board also herewith submits the plans and specifications of an estimate of the cost of said improvement, including the cost of engineering services, as finally determined by said Board; and said Board hereby recommends the passage of Ordinance 27-O-17 and the making of the improvement described therein.

Respectfully submitted,

BOARD OF LOCAL IMPROVEMENTS
CITY OF EVANSTON, ILLINOIS

By: 
David Stoneback, President

APPROVED AS TO FORM:

Mario Tetro, Jr.
Attorney for the Board of Local Improvements of the City of Evanston, Illinois

W. GRANT FARRAR
MARIO TETO, JR.
CITY OF EVANSTON LAW DEPARTMENT
2100 RIDGE AVENUE
EVANSTON, ILLINOIS 60201
(847) 866-2937
Attorney Code 46996

Date: February 14, 2017
Exhibit B

Estimate
ESTIMATE OF ENGINEER OF BOARD OF LOCAL IMPROVEMENTS

To the Board of Local Improvements of the City of Evanston:

Pursuant to a Resolution of the Board of Local Improvements of the City of Evanston, heretofore adopted, providing that the unimproved public alley in the block bounded by CTA Rail Road on the north, Brummel Street on the south, Grey Avenue on the west, and Brown Avenue on the east, in the City of Evanston, be improved by excavating, constructing the necessary drainage system and paving with 8" Portland Cement Concrete Pavement, to a width of fourteen and half feet (14.5').

Said improvement to be constructed in detail as specified in aforesaid Resolution.

I, herewith submit an estimate of cost of such improvement as described in said Resolution, including labor, materials, and all other lawful expenses attending the proceedings for making said improvement and the cost of making and collecting the assessment therefore as provided by law,

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EARTH EXCAVATION</td>
<td>CU. YD.</td>
<td>254</td>
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<td>2</td>
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<td>SUB-BASE GRANULAR MATERIAL, TYPE B</td>
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<td>4</td>
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<td>5</td>
<td>225.00</td>
<td>$1,125.00</td>
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<td>7</td>
<td>PORTLAND CEMENT CONCRETE PAVEMENT, 8&quot;</td>
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<td>260</td>
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<td>10</td>
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<td>$4,500.00</td>
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<td>MANHOLE, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID</td>
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<td>12</td>
<td>INLET, TYPE A, TYPE 1 FRAME, OPEN LID</td>
<td>EACH</td>
<td>5</td>
<td>1900.00</td>
<td>$9,500.00</td>
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<tr>
<td>13</td>
<td>COMBINATION CONCRETE CURB AND GUTTER, TYPE B 6,12</td>
<td>FOOT</td>
<td>225</td>
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<td>$6,750.00</td>
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<tr>
<td>14</td>
<td>PAVEMENT REMOVAL</td>
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<td>DRIVEWAY PAVEMENT REMOVAL</td>
<td>SQ. YD.</td>
<td>195</td>
<td>20.00</td>
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<tr>
<td>16</td>
<td>COMBINATION CURB AND GUTTER REMOVAL</td>
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<td>225</td>
<td>8.00</td>
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<td>17</td>
<td>SIDEWALK REMOVAL</td>
<td>SQ. FT.</td>
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<td>2.50</td>
<td>$1,175.00</td>
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<tr>
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<td>SQ. YD.</td>
<td>195</td>
<td>65.00</td>
<td>$12,675.00</td>
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<td>19</td>
<td>PORTLAND CEMENT CONCRETE SIDEWALK - 5&quot;</td>
<td>SQ. FT.</td>
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<td>$3,750.00</td>
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<td>22</td>
<td>FURNISHING AND PLACING TOPSOIL, 3&quot;</td>
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<td>SODDING, SALT TOLERANT</td>
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<td>15.00</td>
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<td>CLASS B PATCHES, SPECIAL 9' (HES)</td>
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<td>$-</td>
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<td>DETECTABLE WARNINGS</td>
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<td>45.00</td>
<td>$900.00</td>
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<td>HOT-MIX ASPHALT SURFACE REMOVAL</td>
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<td>$800.00</td>
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<td>27</td>
<td>TEMPORARY FENCE</td>
<td>FOOT</td>
<td>120</td>
<td>3.00</td>
<td>$360.00</td>
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BLI_EST_1521
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<th>ITEM NO.</th>
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<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tr>
<td>28</td>
<td>CONSTRUCTION LAYOUT AND STAKING</td>
<td>LUM. SUM.</td>
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<td>4,000.00</td>
<td>$ 4,000.00</td>
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<tr>
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<td>STREET SWEEPING</td>
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<td>31</td>
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<td>PRE-CONSTRUCTION SURFACE VIDEO TAPING</td>
<td>LUM. SUM.</td>
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<td>$ 3,000.00</td>
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<tr>
<td>34</td>
<td>TREE REMOVAL (6 TO 15 INCH DIAMETER)</td>
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<td>22</td>
<td>50.00</td>
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<tr>
<td>35</td>
<td>TREE REMOVAL (OVER 15 INCH DIAMETER)</td>
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<td>33</td>
<td>90.00</td>
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<td>36</td>
<td>EPOXY PAVEMENT MARKING LINE-4&quot; YELLOW</td>
<td>FOOT.</td>
<td>120</td>
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<td>$ 3,600.00</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 231,865.00</td>
</tr>
<tr>
<td>Cost of Engineering Services</td>
<td></td>
<td></td>
<td></td>
<td>$ 10,433.93</td>
<td></td>
</tr>
<tr>
<td>For Lawful Expenses, etc.</td>
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<td></td>
<td></td>
<td>$ 10,433.93</td>
<td></td>
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<tr>
<td>Sub-Total</td>
<td></td>
<td></td>
<td></td>
<td>$ 20,867.86</td>
<td></td>
</tr>
</tbody>
</table>

**RECAPITULATION**

Construction Cost...................................... $ 231,865.00  
Engineering........................................... $ 10,433.93  
Legal.................................................... $ 10,433.93  
Total Cost............................................. $ 252,732.86

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement and the lawful expenses attending the same.

Lara N. Biggs, P.E.  
City Engineer  
Board of Local Improvements
For City Council meeting of April 17, 2017

Ordinance 28-O-17: Alley Paving Special Assessment No. 1522
For Introduction

Memorandum

To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

From: David Stoneback, Public Works Agency Director
      Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer
      Dan Manis, P.E., Senior Project Manager

Subject: Alley Paving Special Assessment No. 1522
         Ordinance 28-O-17

Date: April 10, 2017

Recommended Action:
Staff recommends City Council adopt Ordinance 28-O-17 allowing the paving of the alley north of Simpson Street and east of the Union Pacific Railroad Right of Way through the Special Assessment Process.

Funding Source:
Funding will be from the 2017 Capital Improvement Program (CIP) General Obligation Bonds (Account 415.40.4117.65515 – 417017) in the amount of $157,470, which has $250,000 budgeted in FY 2017 and from Special Assessment funds (Account 415.40.4217.65515 – 417017) in the amount of $81,837, which has $250,000 budgeted in FY 2017 for this project.

Livability Benefits:
Built Environment: Enhance public spaces

Detailed Funding Analysis:
The 2017 CIP Fund has a budget allocation of $500,000 for special assessment alley improvements. The total estimated construction cost for this alley is $239,307 and the share of the adjacent property owners comes to $81,837 plus 9.0% for engineering and legal expenses for a total of share of $89,202. The property owners will reimburse the City for their share of the project cost in one lump-sum payment or in installments for up to 10 years plus interest. The following table summarizes the project costs:
This special assessment is not an even 50/50 split due to this alley abutting the Union Pacific railroad right of way and a City owned parcel at the south end of the alley along Simpson Street. The estimated cost for this project, in combination with the estimated cost for Special Assessment 1521, exceeds the GO Bonds budget allocation for special assessment alley paving by $23,403.

After adoption of the Ordinance, staff will bid the paving of these alleys along with three other alley paving projects. Staff will bring a recommendation to the City Council to award the paving of these alleys to the low bidder. If, based on the actual bid prices, the construction costs for this alley exceeds the budget allocation, staff will make a recommendation to make up any shortfall as part of the recommendation to award the construction of the alley.

**Summary:**

This alley paving project was initiated by a petition from the property owners adjacent to this alley. The petition contained signatures representing 53% of the abutting property owners. The petition was accepted by the Board of Local Improvements (BLI) on February 9, 2016. City staff then proceeded with design of the alley paving project. The project did not proceed in 2016 due to a lack of available funding.

A public hearing for the project was held on March 14, 2017 to share the project design and to receive public comments. At the public hearing, the BLI received favorable comments in support of the project and the BLI voted to recommend to the City Council that the alley be paved through the special assessment process.

**Attachments:**
Ordinance 28-O-17 with the recommendation of BLI and estimate of BLI Engineer
AN ORDINANCE

To Approve the Construction of a Local Improvement Known as Evanston Special Assessment No. 1522

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, ILLINOIS:

SECTION 1: That a local improvement shall be made within the City of Evanston, County of Cook, and State of Illinois, the nature, character, locality and description of which is as follows, to-wit:

That the unimproved public alley in the block bounded by Leonard Place on the north, Simpson Street on the south, Rail Road ROW on the west, and Wesley Avenue on the east, in the City of Evanston, be improved by excavating, constructing the necessary drainage system and paving with 8" Portland Cement Concrete Pavement, to a width of thirteen feet (13’) and fourteen feet (14’).

SECTION 2: That the Recommendation (Exhibit A) of the Board of Local Improvements of the City of Evanston, Illinois, of this Ordinance, and the Estimate of the Cost (Exhibit B) of said improvement made by the Engineer of said Board, both attached hereto, be and the same are hereby approved and by reference thereto made a part hereof.

SECTION 3: That said improvement shall be made and the cost thereof, including the sum of Two Hundred Sixty Thousand Eight Hundred Forty Four and 64/100 Dollars ($260,844.64), being the cost of making and collecting the Assessment and all other expenses as provided by law, shall be paid for by

**SECTION 4:** That One Hundred Seventy One Thousand Six Hundred Forty Two and 47/100 Dollars ($171,642.47) of the cost of said improvement shall be allocated by the City; and the remainder of the cost, Eighty Nine Thousand Two Hundred Two and 17/100 Dollars ($89,202.17) will be allocated as private benefit.

**SECTION 5:** That the aggregate amount to be assessed and each individual assessment shall be divided into ten (10) installments in the manner provided by law, and each of said installment shall bear interest at the rate of three percent (3%) per annum from sixty (60) days after the date of the first voucher issued on account of work done upon said proposed improvement.

**SECTION 6:** That, for the purpose of anticipating the collection of the installments of said assessment levied against the real estate benefited thereby, general obligation bonds have been issued, up to One Hundred Seventy One Thousand Six Hundred Forty Two and 47/100 Dollars ($171,642.47) of which are payable by the City, homeowners pay up to Eighty Nine Thousand Two Hundred Two and 17/100 Dollars ($89,202.17) of which are payable out of said installments, bearing interest at the rate of three percent (3%) per annum, payable annually and signed on behalf of the City of Evanston, Illinois, by its Mayor and attested by its City Clerk and its corporate seal affixed thereto; and each interest coupon attached to said bonds shall likewise be executed by and
shall bear the official or facsimile signature of the same officers who signed said bonds and who, if facsimile signatures are used, do adopt by their execution of said bonds as and for their proper signatures their respective facsimile signatures appearing on said coupons; and that said bonds shall be issued in accordance with and shall be in all respects conform to the provisions of an Act of the General Assembly of the State of Illinois, known as the “Illinois Municipal Code,” effective July 1, 1961, and the Amendments thereto.

SECTION 7: That David Stoneback, President of the Board of Local Improvements of the City of Evanston, Illinois, be and he is hereby directed to file a Petition in the Circuit Court of Cook County, Illinois, praying that steps may be taken to levy a Special Assessment to pay the cost of said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid application of this ordinance is severable.

SECTION 10: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in
evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 11:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced:___________________, 2017

Adopted:___________________, 2017

Approved:___________________, 2017

_________________________________
Elizabeth B. Tisdahl, Mayor

Attest:

Approved as to form:

_________________________________
Rodney Greene, City Clerk

W. Grant Farrar, Corporation Counsel
Exhibit A

Recommendation
SPECIAL ASSESSMENT NO. 1522
RECOMMENDATION OF THE BOARD OF LOCAL IMPROVEMENTS
TO THE CITY COUNCIL OF THE CITY OF EVANSTON, ILLINOIS

The Board of Local Improvements of the City of Evanston, Illinois, herewith submits the
draft of Ordinance 28-O-17 for the making of a local improvement within the City of
Evanston, County of Cook, and State of Illinois, the nature, character, locality and
description of which is as follows, to-wit:

That the unimproved public alley in the block bounded by Leonard Place on the north, Simpson
Street on the south, Rail Road ROW on the west, and Wesley Avenue on the east, in the City of
Evanston, be improved by excavating, constructing the necessary drainage system and paving
with 8" Portland Cement Concrete Pavement, to a width of thirteen feet (13') and fourteen feet
(14).

and, as part of said Ordinance, and in conjunction therewith, said Board also herewith
submits the plans and specifications of an estimate of the cost of said improvement,
including the cost of engineering services, as finally determined by said Board; and said
Board hereby recommends the passage of Ordinance 28-O-17 and the making of the
improvement described therein.

Respectfully submitted,

BOARD OF LOCAL IMPROVEMENTS
CITY OF EVANSTON, ILLINOIS

By: ________________________________

David Stoneback, President

Mario Treto, Jr.
Attorney for the Board of Local
Improvements of the City of Evanston, Illinois

W. GRANT FARRAR
MARIO TRETO, JR.
CITY OF EVANSTON LAW DEPARTMENT
2100 RIDGE AVENUE
EVANSTON, ILLINOIS 60201
(847) 866-2937
Attorney Code 46996

Date: February 14, 2017
Exhibit B

Estimate
ESTIMATE OF ENGINEER OF BOARD OF LOCAL IMPROVEMENTS

To the Board of Local Improvements of the City of Evanston:

Pursuant to a Resolution of the Board of Local Improvements of the City of Evanston, heretofore adopted, providing that the unimproved public alley in the block bounded by Leonard Place on the north, Simpson Street on the south, Rail Road ROW on the west, and Wesley Avenue on the east, in the City of Evanston, be improved by excavating, constructing the necessary drainage system and paving with 8" Portland Cement Concrete Pavement, to a width of thirteen feet (13') and fourteen feet (14').

Said improvement to be constructed in detail as specified in aforesaid Resolution.

I, herewith submit an estimate of cost of such improvement as described in said Resolution, including labor, materials, and all other lawful expenses attending the proceedings for making said improvement and the cost of making and collecting the assessment therefore as provided by law,

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EARTH EXCAVATION</td>
<td>CU. YD.</td>
<td>305</td>
<td>65.00</td>
<td>$ 19,825.00</td>
</tr>
<tr>
<td>2</td>
<td>TRENCH BACKFILL</td>
<td>CU. YD.</td>
<td>188</td>
<td>40.00</td>
<td>$ 7,520.00</td>
</tr>
<tr>
<td>3</td>
<td>SUB-BASE GRANULAR MATERIAL, TYPE B</td>
<td>CU. YD.</td>
<td>25</td>
<td>45.00</td>
<td>$ 1,125.00</td>
</tr>
<tr>
<td>4</td>
<td>GRANULAR CRADLE MATERIAL, CA-11</td>
<td>TON</td>
<td>82</td>
<td>30.00</td>
<td>$ 2,460.00</td>
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<tr>
<td>5</td>
<td>AGGREGATE BASE COURSE, TYPE B, 4&quot;</td>
<td>SQ. YD.</td>
<td>35</td>
<td>15.00</td>
<td>$ 525.00</td>
</tr>
<tr>
<td>6</td>
<td>INCIDENTAL HOT-MIX ASPHALT SURFACING</td>
<td>TON</td>
<td>10</td>
<td>230.00</td>
<td>$ 2,300.00</td>
</tr>
<tr>
<td>7</td>
<td>PORTLAND CEMENT CONCRETE PAVEMENT, 8&quot;</td>
<td>SQ. YD.</td>
<td>880</td>
<td>75.00</td>
<td>$ 66,000.00</td>
</tr>
<tr>
<td>8</td>
<td>STORM SEWERS, SPECIAL, 8&quot; (D. I. P. / CL 50)</td>
<td>FOOT</td>
<td>221</td>
<td>117.00</td>
<td>$ 25,857.00</td>
</tr>
<tr>
<td>9</td>
<td>STORM SEWERS, 8&quot;, PVC SDR 26</td>
<td>FOOT</td>
<td>174</td>
<td>90.00</td>
<td>$ 15,660.00</td>
</tr>
<tr>
<td>10</td>
<td>CATCH BASIN, TYPE A, 4&quot; DIAMETER, TYPE 1 FRAME, OPEN LID</td>
<td>EACH</td>
<td>1</td>
<td>4,500.00</td>
<td>$ 4,500.00</td>
</tr>
<tr>
<td>11</td>
<td>MANHOLE, TYPE A, 4&quot; DIAMETER, TYPE 1 FRAME, OPEN LID</td>
<td>EACH</td>
<td>2</td>
<td>5,000.00</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>12</td>
<td>INLET, TYPE A, TYPE 1 FRAME, OPEN LID</td>
<td>EACH</td>
<td>4</td>
<td>1900.00</td>
<td>$ 7,600.00</td>
</tr>
<tr>
<td>13</td>
<td>CONCRETE CURB, TYPE B</td>
<td>FOOT</td>
<td>280</td>
<td>30.00</td>
<td>$ 8,400.00</td>
</tr>
<tr>
<td>14</td>
<td>DRIVEWAY PAVEMENT REMOVAL</td>
<td>SQ. YD.</td>
<td>265</td>
<td>20.00</td>
<td>$ 5,300.00</td>
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<tr>
<td>15</td>
<td>CURB REMOVAL</td>
<td>FOOT</td>
<td>280</td>
<td>8.00</td>
<td>$ 2,240.00</td>
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<tr>
<td>16</td>
<td>SIDEWALK REMOVAL</td>
<td>SQ. FT</td>
<td>260</td>
<td>2.50</td>
<td>$ 650.00</td>
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<tr>
<td>17</td>
<td>PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT - 6&quot;</td>
<td>SQ. YD.</td>
<td>230</td>
<td>65.00</td>
<td>$ 14,550.00</td>
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<tr>
<td>18</td>
<td>PORTLAND CEMENT CONCRETE SIDEWALK - 5&quot;</td>
<td>SQ. FT</td>
<td>260</td>
<td>8.00</td>
<td>$ 2,080.00</td>
</tr>
<tr>
<td>19</td>
<td>PROTECTIVE SEALER</td>
<td>SQ. YD.</td>
<td>1110</td>
<td>2.00</td>
<td>$ 2,220.00</td>
</tr>
<tr>
<td>20</td>
<td>CRUSHED STONE, CA - 14</td>
<td>TON</td>
<td>20</td>
<td>45.00</td>
<td>$ 900.00</td>
</tr>
<tr>
<td>21</td>
<td>FURNISHING AND PLACING TOPSOIL, 3&quot;</td>
<td>SQ. YD.</td>
<td>130</td>
<td>8.00</td>
<td>$ 1,040.00</td>
</tr>
<tr>
<td>22</td>
<td>SODDING, SALT TOLERANT</td>
<td>SQ. YD.</td>
<td>130</td>
<td>15.00</td>
<td>$ 1,950.00</td>
</tr>
<tr>
<td>23</td>
<td>CLASS B PATCHES, SPECIAL 9&quot; (HES)</td>
<td>SQ. YD.</td>
<td>20</td>
<td>110.00</td>
<td>$ 2,200.00</td>
</tr>
<tr>
<td>24</td>
<td>DETECTABLE WARNINGS</td>
<td>SQ. FT</td>
<td>20</td>
<td>45.00</td>
<td>$ 900.00</td>
</tr>
<tr>
<td>25</td>
<td>HOT-MIX ASPHALT SURFACE REMOVAL</td>
<td>SQ. YD.</td>
<td>40</td>
<td>20.00</td>
<td>$ 800.00</td>
</tr>
<tr>
<td>26</td>
<td>TEMPORARY FENCE</td>
<td>FOOT</td>
<td>95</td>
<td>5.00</td>
<td>$ 475.00</td>
</tr>
</tbody>
</table>
Estimate of Engineer of BLI - S.A. 1522  
(Alley N/Simpson St., E/Rail Road ROW)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>CONSTRUCTION LAYOUT AND STAKING</td>
<td>LUM. SUM.</td>
<td>1</td>
<td>4,000.00</td>
<td>4,000.00</td>
</tr>
<tr>
<td>28</td>
<td>STREET SWEEPING</td>
<td>EACH</td>
<td>4</td>
<td>400.00</td>
<td>1,600.00</td>
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<tr>
<td>29</td>
<td>SOIL DISPOSAL ANALYSIS</td>
<td>LUM. SUM.</td>
<td>1</td>
<td>3,000.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>30</td>
<td>NON SPECIAL/SPECIAL WASTE DISPOSAL</td>
<td>CU.YD</td>
<td>410</td>
<td>27.00</td>
<td>11,070.00</td>
</tr>
<tr>
<td>31</td>
<td>CLOSED CIRCUIT TV INSPECTION</td>
<td>LUM. SUM.</td>
<td>1</td>
<td>4,000.00</td>
<td>4,000.00</td>
</tr>
<tr>
<td>32</td>
<td>PRE-CONSTRUCTION SURFACE VIDEO TAPING</td>
<td>LUM. SUM.</td>
<td>1</td>
<td>3,000.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>33</td>
<td>STEEL PLATE BEAM GUARD RAIL, TYPE A 6 FOOT POSTS</td>
<td>FOOT</td>
<td>15</td>
<td>120.00</td>
<td>1800.00</td>
</tr>
<tr>
<td>34</td>
<td>EPOXY PAVEMENT MARKING LINE-4&quot; YELLOW</td>
<td>FOOT.</td>
<td>120</td>
<td>28.00</td>
<td>3,360.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>$ 239,307.00</td>
</tr>
</tbody>
</table>

Cost of Engineering Services..........................  $ 10,768.82
For Lawful Expenses, etc...............................  $ 10,768.82
Sub-Total ..............................................  $ 21,537.64

**RECAPITULATION**

Construction Cost......................................  $ 239,307.00
Engineering.............................................  $ 10,768.82
Legal....................................................  $ 10,768.82
Total Cost...............................................  $ 260,844.64

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement and the lawful expenses attending the same.

Lara N. Biggs, P.E.
City Engineer
Board of Local Improvements
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

From: Erika Storlie, Deputy City Manager/Director of Administrative Services
       Rickey A. Voss, Parking/Fleet Manager

Subject: Ordinance 31-O-17, Amending Title 10, Motor Vehicles and Traffic,
         Chapter 11, Traffic Schedules, Section 18: Residents Parking Only
         Districts

Date: March 23, 2017

Recommended Action:
Staff recommends that the City Council adopt Ordinance 31-O-17, amending City Code
Sections 10-11-18(A) and 10-11-18(C) adding: Residents Parking Only on Sheridan
Road, both sides, Central Street north to 2815 Sheridan Road.

Livability Benefit:
Built Environment: Provide compact and complete streets and neighborhoods

Summary:
When the original Residents Parking Only Districts 1 and 3 were established in 1980,
the residents on Sheridan Road from Central Street north to the area of the intersection
of Sheridan Road/Isabella Street and Ridge Avenue had limited or no on-street parking
available due to the traffic lane design. Though the vast majority of the homes on this
portion of Sheridan Road have driveways and the resident home owners would be
eligible to obtain the proposed permit, the primary purpose of the request is to provide
ample parking in Districts 1 and 3 for their visitors based on the visitor pass eligibility.
Amending the Evanston Resident Parking Only Districts 1 and 3 will help in providing
needed visitor parking when necessary.

Alderman Revelle supports the recommendation.

Attachment:
Ordinance 31-O-17
AN ORDINANCE

Amending Schedule XVIII, “Residents Parking Only Districts,” of City Code Title 10, Chapter 11, Section 18(A), “District One (1)” and (C), “District Three (3),” Adding Parking Restrictions to Both Sides of Sheridan Road from Central Street North to 2815 Sheridan Road

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: Schedule XVIII (A), “Residents Parking Only Districts,” of Section 10-11-18(A), “District One (1),” of the Evanston City Code of 2012, as amended, is hereby further amended to include the following:

<table>
<thead>
<tr>
<th>Sheridan Road</th>
<th>Both sides</th>
<th>Central Street to 2815 Sheridan Road</th>
</tr>
</thead>
</table>

SECTION 2: Schedule XVIII (C), “Residents Parking Only Districts,” of Section 10-11-18(C), “District Three (3),” of the Evanston City Code of 2012, as amended, is hereby further amended to include the following:

<table>
<thead>
<tr>
<th>Sheridan Road</th>
<th>Both sides</th>
<th>Central Street to 2815 Sheridan Road</th>
</tr>
</thead>
</table>

SECTION 3: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.
SECTION 5: If any provision of this Ordinance 31-O-17 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance 31-O-17 that can be given effect without the invalid application or provision, and each invalid application of this Ordinance 31-O-17 is severable.

SECTION 6: This Ordinance 31-O-17 will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2017
Adopted: _________________, 2017

_______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

_______________________________
Rodney Greene, City Clerk

Approved:

_______________________________
_______________________________, 2017

_______________________________
W. Grant Farrar, Corporation Counsel
For City Council Meeting of April 17, 2017
Ordinance 32-O-17, Limited Parking on Greenwood Street
For Introduction

Memorandum

To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

From: Erika Storlie, Deputy City Manager/Director of Administrative Services
      Rickey A. Voss, Parking/Fleet Manager

Subject: Ordinance 32-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 10(C): Limited Parking

Date: March 23, 2017

Recommended Action:
Staff recommends that the City Council adopt Ordinance 32-O-17, amending City Code Section 10-11-10(C) adding: Greenwood Street, south side, Grey Avenue to a point 125 feet east thereof.

Livability Benefit:
Built Environment: Provide compact and complete streets and neighborhoods

Summary:
With the increase in commercial activity in and around the 2000 block of Greenwood Street, it has been reported by commercial business owners that it has become increasingly difficult for patrons of their respective businesses to find adequate short term parking in the area. The negative parking impact is partially due to students attending classes at Evanston Township High School who are parking their vehicles in the area during business hours.

Parking staff conducted a parking survey in April of 2016 in order to determine if the parking on the south side of Greenwood Street east of Grey Avenue was negatively impacted as reported. The results of the survey indicated that during peak business hours the area had occupancy rates of up to 97% from the hours of eight o’clock (8:00) A.M. to four o’clock (4:00) P.M. There were a total of 130 individual plates captured and out of those 33% were registered to other areas in Evanston and an additional 10% registered to Skokie. Rickey A. Voss, Parking/Fleet Manager visited the site on 2 different occasions and observed students from Evanston Township High School retrieving their vehicles from the aforementioned area at the conclusion of the school day.

Alderman Braithwaite supports the recommendation.

Attachment:
Ordinance 32-O-17
AN ORDINANCE

Amending Schedule X (C), “Limited Parking,” of City Code Title 10, Chapter 11, Section 10(C), “Two-Hour Limited Parking,” Adding the South Side of Greenwood Street from Grey Avenue to a Point 125 Feet East Thereof

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: Schedule X (C), “Limited Parking,” of Section 10-11-10(C), “Two-Hour Limited Parking,” of the Evanston City Code of 2012, as amended, is hereby further amended to include the following:

| Greenwood Street | South side, Grey Avenue to a point 125 feet east thereof |

SECTION 2: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this Ordinance 32-O-17 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance 32-O-17 that can be given effect without the invalid application or provision, and each invalid application of this Ordinance 32-O-17 is severable.
SECTION 5: This Ordinance 32-O-17 will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2017

Adopted: _________________, 2017

Approved: _________________, 2017

_____________________________
Elizabeth B. Tisdahl, Mayor

Attest:

Approved as to form:

______________________________
Rodney Greene, City Clerk

______________________________
W. Grant Farrar, Corporation Counsel
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

From: Erika Storlie, Deputy City Manager/Director of Administrative Services
      Rickey A. Voss, Parking/Fleet Manager

Subject: Ordinance 33-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18(J): Residents Only Parking Districts

Date: March 23, 2017

Recommended Action:
Staff recommends that the City Council adopt Ordinance 33-O-17, amending City Code Section 10-11-18(J), District 11: delete 8:00 a.m. to 5:00 p.m., Monday through Friday and add: Twenty-four (24) hours daily, seven (7) days per week.

Livability Benefit:
Built Environment: Provide compact and complete streets and neighborhoods

Summary:
With the increase in commercial activity in and around the 1100 block of Emerson Street and on East Railroad south thereof, it has become difficult for the residents at the corner of Emerson Street and East Railroad (1122 Emerson) to find parking near their residence. It becomes exceedingly prohibitive during the months when the Farmers Market is taking place located not more than one (1) block south of the resident address.

The original Residents Only Parking District 11 was established in 1991 by ordinance 115-O-91 so the residents of 1122 Emerson Street would have adequate parking. There is no off-street parking available.

Staff at the request of Alderman Braithwaite conducted a small parking survey to determine who is parked in the district that currently encompasses and area of less than ¼ block. The survey provided information that there are enough spaces to hold the three (3) vehicles that are registered to 1122 Emerson Street and would not have any effect on other parkers in the area as the property is the only one on the block from Emerson Street south the first alley.

Alderman Braithwaite supports the recommendation.

Attachment: Ordinance 33-O-17
AN ORDINANCE

Amending Schedule XVIII (J), “Residents Parking Only Districts,” City Code Title 10, Chapter 11, Section 18(J), “District Eleven (11),” to Twenty-four (24) Hours Daily, Seven (7) Days per Week

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: Schedule XVIII (J), “Residents Parking Only Districts,” of Section 10-11-18(J) “District Eleven (11),” of the Evanston City Code of 2012, as amended, is hereby further amended to the following:

(J) District Eleven (11): 8:00 a.m. to 5:00 p.m., Monday through Friday: Twenty-four (24) hours daily, seven (7) days per week:

SECTION 2: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this Ordinance 33-O-17 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance 33-O-17 that can be given effect without the invalid application or provision, and each invalid application of this Ordinance 33-O-17 is severable.

SECTION 5: This Ordinance 33-O-17 will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Introduced: _________________, 2017

Adopted: _________________, 2017

Approved: ___________________, 2017

_______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

Approved as to form:

______________________________
W. Grant Farrar, Corporation Counsel

Rodney Greene, City Clerk
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

From: Erika Storlie, Deputy City Manager/Director of Administrative Services
   Rickey A. Voss, Parking/Fleet Manager

Subject: Ordinance 34-O-17, Amending Title 10, Motor Vehicles and Traffic,
   Chapter 11, Traffic Schedules, Section 10(G): Limited Parking

Date: March 23, 2017

Recommended Action:
Staff recommends that the City Council adopt Ordinance 34-O-17, amending City Code
Section 10-11-10(G) adding: Green Bay Road, West side, from Emerson Street to a
point 44 feet north thereof.

Livability Benefit:
Economy & Jobs: Retain and expand local businesses.

Summary:
With the new roadway construction completed on Green Bay Road, parking has
become available on the west side of Green Bay Road from Emerson Street to Asbury
Avenue. Hecky’s Barbecue, 1902 Green Bay Road, has requested that two (2) parking
spaces be made available for customer use for a period of time not exceeding fifteen
(15) minutes between the hours of 9:00 a.m. and 6:00 p.m. on any day. This action
would allow customers adequate parking for customer carry-out activity.

Alderman Holmes supports the recommendation.

Attachment:
Ordinance 34-O-17
AN ORDINANCE

Amending Schedule X (G), “Limited Parking,” of City Code Title 10, Chapter 11, Section 10(G), Adding Green Bay Road West Side from Emerson Street to a Point 44 Feet North Thereof

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: Schedule X (G), “Limited Parking,” of Section 10-11-10(G), of the Evanston City Code of 2012, as amended, is hereby further amended to include the following:

| Green Bay Road | West side, Emerson Street to a point 44 feet north thereof |

SECTION 2: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this Ordinance 34-O-17 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance 34-O-17 that can be given effect without the invalid application or provision, and each invalid application of this Ordinance 34-O-17 is severable.
SECTION 5: This Ordinance 34-O-17 will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: ________________, 2017  
Approved:

Adopted: ________________, 2017  
_____________________________, 2017

______________________________  
Elizabeth B. Tisdahl, Mayor

Attest:  
Approved as to form:

______________________________  
Rodney Greene, City Clerk  
W. Grant Farrar, Corporation Counsel
For City Council meeting of April 17, 2017
Ordinance 24-O-17 – Decrease Class F Liquor License – Whole Foods
For Introduction and Action

Memorandum

To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

From: W. Grant Farrar, Corporation Counsel
      Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 24-O-17, Decreasing the Number of Class F Liquor Licenses for WFM-WO, Inc. d/b/a Whole Foods Market, 1111 Chicago Avenue

Date: April 17, 2017

Recommended Action:
Staff recommends City Council adoption of Ordinance 24-O-17, decreasing the number of Class F Liquor Licenses for WFM-WO, Inc. d/b/a Whole Foods Market, 1111 Chicago Avenue. Staff recommends suspension of the rules for Introduction and Action at the April 17, 2017 City Council meeting.

Livability Benefit:

Summary:
Ordinance 24-O-17 amends Evanston City Code of 2012 Subsection 3-4-6-(F), as amended, to decrease the number of authorized Class F liquor licenses from ten (10) to nine (9). WFM-WO, Inc. d/b/a Whole Foods Market, 1111 Chicago Avenue, is closing therefore it is not renewing its liquor license. This Ordinance amends the City Code to reflect the decrease in Class F liquor licenses.

Attachments:
Ordinance 24-O-17
AN ORDINANCE

Amending Subsection 3-4-6-(F) of the City Code to Decrease the Number of Class F Liquor Licenses from Ten to Nine
(WFM-WO, Inc. d/b/a Whole Foods Market, 1111 Chicago Avenue)

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Subsection 3-4-6-(F) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class F liquor licenses from ten (10) to nine (9), to read as follows:

(F) CLASS F licenses, which shall authorize the retail sale of alcoholic liquor in grocery stores, combination stores as defined in Section 3-4-1 of this Chapter, and wholesale clubs requiring membership in original packages to persons of at least twenty-one (21) years of age for consumption off the premises. Class F licenses shall also authorize the tasting of alcoholic liquor not exceeding the limits set forth herein.

1. It shall be unlawful for a Class F licensee to sell a single container of beer unless the volume of the container is greater than forty (40) ounces or 1.18 liters. It shall be unlawful for a licensee to bundle, tape, package, or otherwise manipulate single containers of beer for sale as a set. Any such manipulation of packaging shall be a violation of this Subsection. Nothing in this Subsection shall be construed as prohibiting the sale of packages containing six single containers of beer, including such packages consisting of various single containers of beer chosen by the consumer.

2. It shall be unlawful for a Class F licensee to sell a single container of wine unless the container is greater than sixteen (16) fluid ounces or 0.473 liters.

3. It shall be unlawful for a Class F licensee to sell a single container of alcoholic liquor, except beer and wine which are regulated by Subsections (F)1 and (F)2 of this Section, unless the container is greater than sixteen (16) fluid ounces or 0.473 liters.

4. The sale of alcoholic liquor at retail pursuant to the Class F license may begin after 8:00 a.m., Monday through Sunday. Alcoholic liquor shall not be sold after the hour of 12:00 midnight on any day.
5. No such license may be granted to an establishment that is located within five hundred (500) feet of a licensee holding a Class F liquor license.

6. A Class F licensee shall provide a minimum of twelve thousand (12,000) square feet of production, preparation, and display area in which products are prepared and are for sale.

7. Class F licenses shall permit the tasting of samples of the alcoholic liquor permitted to be sold under this classification, on the licensed premises during authorized hours of business. No charge, cost, fee, or other consideration of any kind shall be levied for any such tasting. Licensees shall not provide more than three (3) free tastings, each of which shall not exceed one (1) fluid ounce for wine, two (2) fluid ounces for beer and one-quarter (.25) fluid ounce for distilled alcohol, to any person in a day. Licensees must have at least one (1) BASSET-certified site manager on-premises whenever offering alcoholic liquor for tastings. Licensees must provide food service when offering alcoholic liquor for tastings.

The applicant for a Class F license shall pay a first year license fee of thirty-five thousand dollars ($35,000.00). Thereafter, the annual fee for a Class F license shall be eleven thousand five hundred dollars ($11,500.00).

No more than ten (10) nine (9) such license(s) shall be in force at any one (1) time.

**SECTION 2:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 4:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 5:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Introduced: _________________, 2017
Adopted: _________________, 2017
Approved: ____________________, 2017

_______________________________
Elizabeth B. Tisdahl, Mayor

Attest: ___________________________
Rodney Greene, City Clerk

Approved as to form:

_______________________________
W. Grant Farrar, Corporation Counsel
Memorandum

To: Honorable Mayor and Members of the City Council  
Administration & Public Works Committee

From: W. Grant Farrar, Corporation Counsel  
Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 29-O-17, Decreasing the Number of Class C Liquor Licenses for Evanston Lessee, LLC d/b/a Hilton Garden Inn, 1818 Maple Street

Date: March 27, 2017

Recommended Action:
Staff recommends City Council adoption of Ordinance 29-O-17, decreasing the number of Class C Liquor Licenses for Evanston Lessee, LLC d/b/a Hilton Garden Inn, 1818 Maple Street.

Livability Benefit:

Summary:
Ordinance 29-O-17 amends Evanston City Code of 2012 Subsection 3-4-6-(C), as amended, to decrease the number of authorized Class C liquor licenses from twenty-three (23) to twenty-two (22). Evanston Lessee, LLC d/b/a Hilton Garden Inn (“Company”), 1818 Maple Street, no longer is the owner of the premises as it was sold to a new corporate entity. The new corporate entity submitted an application for a new Class C license under the new corporate ownership. This Ordinance amends the City Code to reflect the decrease in Class C liquor licenses.

Attachments:
Ordinance 29-O-17
AN ORDINANCE

Amending City Code Section 3-4-6-(C) to Decrease the Number of Class C Liquor Licenses from Twenty-Three to Twenty-Two (Evanston Lessee, LLC d/b/a Hilton Garden Inn, 1818 Maple Street)

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Class C of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

SECTION 2: Subsection 3-4-6-(C) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class C liquor licenses from twenty-three (23) to twenty-two (22) to read as follows:

<table>
<thead>
<tr>
<th>C</th>
<th>Hotel or Restaurant</th>
<th>None</th>
<th>$4,300</th>
<th>$4,300</th>
<th>2322</th>
<th>Core</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Core</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(C) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class C liquor licenses from twenty-three (23) to twenty-two (22) to read as follows:

(C) CLASS C licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for consumption on the premises while food is available. Such licenses may be issued only to hotels or restaurants in the core area. Establishments holding Class C licenses must have some food service available when alcoholic liquor is being sold. The meanings of "hotel," "restaurant," and
"core area" shall be as defined in 3-4-1 of this Chapter.

1. The sale of alcoholic liquor shall not take place between the hours of 1:00 a.m. and 11:00 a.m., except that sales may be made up to 2:00 a.m. on Friday, Saturday, Sunday mornings and up to 2:00 a.m. on the mornings of January 1, Memorial Day, July 4, Labor Day and Thanksgiving; however, no such sales shall be made between 2:00 a.m. and 11:00 a.m. on Sunday.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be four thousand three hundred dollars ($4,300.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of 3-4-7 of this Chapter, shall be four thousand five hundred fifteen dollars ($4,515.00).

No more than twenty-three (23) twenty-two (22) such license(s) shall be in force at any one (1) time.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Introduced: ________________, 2017

Adopted: ________________, 2017

Approved: ________________, 2017

Elizabeth B. Tisdahl, Mayor

Attest: ________________

Rodney Greene, City Clerk

Approved as to form:

W. Grant Farrar, Corporation Counsel
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

From: W. Grant Farrar, Corporation Counsel
       Theresa Whittington, Admin. Adjudication & Liquor Licensing Manager

Subject: Ordinance 30-O-17, Increasing the Number of Class C Liquor Licenses for
         MHF Evanston Operating V, LLC d/b/a Hilton Garden Inn, 1818 Maple Street

Date: March 27, 2017

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 30-O-17,
increasing the number of Class C Liquor Licenses for MHF Evanston Operating V, LLC
d/b/a Hilton Garden Inn, 1818 Maple Street.

Livability Benefit:
Innovation & Process: Support local government best practices and processes

Summary:
Ordinance 30-O-17 amends Evanston City Code of 2012 Subsection 3-4-6-(C), as
amended, to increase the number of authorized Class C liquor licenses from twenty-two
(22) to twenty-three (23), and permit issuance of a Class C license to MHF Evanston
Operating V, LLC d/b/a Hilton Garden Inn, (“Company”), 1818 Maple Street. Company
is the new corporate owner of the property located at 1818 Maple Street. This license
will permit Company to retail sale of alcoholic liquor in restaurants or hotel to persons of
at least twenty-one (21) years of age for consumption on the premises. Application
materials were submitted by Company representative Terra Westhaus.

Legislative History:
At the March 22, 2017 Liquor Control Review Board meeting, Company requested
consideration of application for a Class C liquor license under the new corporate
ownership.

Attachments:
Ordinance 30-O-17
Application
Minutes of the March 22, 2017 Liquor Control Review Board meeting
AN ORDINANCE

Amending City Code Section 3-4-6-(C) to Increase the Number of Class C Liquor Licenses from Twenty-Two to Twenty-Three (MHF Evanston Operating V, LLC d/b/a Hilton Garden Inn, 1818 Maple Street)

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Class C of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>C</th>
<th>Hotel or Liquor Restaurant</th>
<th>None</th>
<th>$4,300</th>
<th>$4,300</th>
<th>2223</th>
<th>Core</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(C) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class C liquor licenses from twenty-two (22) to twenty-three (23) to read as follows:

(C) CLASS C licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for consumption on the premises while food is available. Such licenses may be issued only to hotels or restaurants in the core area. Establishments holding Class C licenses must have some food service available
when alcoholic liquor is being sold. The meanings of "hotel," "restaurant," and "core area" shall be as defined in 3-4-1 of this Chapter.

1. The sale of alcoholic liquor shall not take place between the hours of 1:00 a.m. and 11:00 a.m., except that sales may be made up to 2:00 a.m. on Friday, Saturday, Sunday mornings and up to 2:00 a.m. on the mornings of January 1, Memorial Day, July 4, Labor Day and Thanksgiving; however, no such sales shall be made between 2:00 a.m. and 11:00 a.m. on Sunday.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be four thousand three hundred dollars ($4,300.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of 3-4-7 of this Chapter, shall be four thousand five hundred fifteen dollars ($4,515.00).

No more than twenty-two (22) twenty-three (23) such license(s) shall be in force at any one (1) time.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Introduced: _________________, 2017
Adopted: _________________, 2017

Attest:

Rodney Greene, City Clerk

Approved:

____________________, 2017

____________________
Elizabeth B. Tisdahl, Mayor

Approved as to form:

__________________________
W. Grant Farrar, Corporation Counsel
City of Evanston annual Liquor License Application

City of Evanston
Application for Liquor License

Date: □ New business □ Change of Ownership/Corporation □ Change of License Class
Liquor Class: C
Initial license Fee: 4300.00

1. APPLICANT
A. Corporation name:
MHF Evanston Operating V, LLC

B. Business name:
HILTON GARDEN INN

C. Previous business name (if dba changed):
N/A

D. Business address (city, state, zip code):
300 Centerville Rd., Ste 300E Warwick, RI 02886-0234

E. Business telephone:
847-475-6400

F. Business website:

G. Business Email:

H. Illinois business tax number:
REDACTED

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION
A. Address applying for liquor license (exact street address):
1818 MAPLE AVE.

B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):
FLOOR PLAN ATTACHED. EXISTING HOTEL, NO CHANGES.

C. Is the business required to be located within the “Retail Package Store Area”? □ Yes □ No

If yes, is it located within the “Retail Package Store Area”? □ Yes □ No

3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION
A. Business type: □ Restaurant □ Hotel □ Package store □ Grocery store □ Other (explain below):

Describe the nature of the business / principal kind of business:
EXISTING HOTEL CHANGING OWNERSHIP

Liquor to be served and/or sold: □ Alcoholic liquor □ Beer and Wine only □ Wine only

Days and times liquor is served:

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>10am to 1am</td>
</tr>
<tr>
<td>Monday</td>
<td>10am to 1am</td>
</tr>
<tr>
<td>Tuesday</td>
<td>10am to 1am</td>
</tr>
<tr>
<td>Wednesday</td>
<td>10am to 1am</td>
</tr>
<tr>
<td>Thursday</td>
<td>10am to 1am</td>
</tr>
<tr>
<td>Friday</td>
<td>10am to 1am</td>
</tr>
<tr>
<td>Saturday</td>
<td>10am to 1am</td>
</tr>
</tbody>
</table>

Liquor will served or sold by:
□ Glass □ Bottle □ Can □ Waitstaff and/or □ Over the counter
4. BUSINESS SPECIFIC INFORMATION (for restaurants)

A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?  
   If your response is "No," skip this section and proceed to section 5.
   ☐ yes ☐ no

B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?
   ☐ yes ☐ no

C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?
   ☐ yes ☐ no

D. How many tables are or will be in the restaurant?  
   What is the seating capacity?

E. Is there an existing or proposed menu? If your response is "Yes," please attach the menu.
   ☐ yes ☐ no

F. Does the restaurant currently hold or has applied for a City of Evanston food license?  
   If your response is "Yes," what is the expected issue date?
   ☐ yes ☐ no

5. BUSINESS SPECIFIC INFORMATION (for hotels)

A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?  
   If your response is "No," skip this section and proceed to section 6.
   ☐ yes ☐ no

B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?
   ☐ yes ☐ no

C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?
   ☐ yes ☐ no

D. Does the hotel have at least 50 regular rooms for transients?
   ☐ yes ☐ no

E. Does the hotel currently hold or has applied for a City of Evanston food license?  
   If your response is "Yes," what is the expected issue date?  tbd
   ☐ yes ☐ no

6. BUSINESS SPECIFIC INFORMATION (for package stores)

A. Does the applicant seek to sell liquor upon the premises of a package store?  
   If your response is "No," skip this section and proceed to section 7.
   ☐ yes ☐ no

B. Is the package store premises located in the "retail package store area" as defined by the attached map?
   ☐ yes ☐ no

C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises?
   ☐ yes ☐ no

D. Has the applicant reviewed the Liquor Code definition of a "package store"?
   ☐ yes ☐ no

7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is "No," skip this section and proceed to section 8.
   ☐ yes ☐ no

B. Does the grocery store premises consist of a grocery store and combination store under one roof?
   ☐ yes ☐ no

C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided?  sq.ft.
   ☐ yes ☐ no

D. Does the grocery store currently hold or has applied for a City of Evanston food license?  
   If your response is "Yes," what is the expected issue date?
   ☐ yes ☐ no
8. PREMISES OWNERSHIP INFORMATION

A. Does the corporation own the premises for which this liquor license is being sought? □ yes □ no
   If your response is “Yes,” attach a copy of ownership and proceed to section 9.

B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought? □ yes □ no

C. What is the period covered by the lease? 2016 to 2022

D. What is the name of the Landlord? MHF EVANSTON V LLC

E. What is the address of the Landlord? (please include city, state, and zip code.)
   300 Centerville Road, Suite 300 East Warwick, RI 02886

9. ELIGIBILITY QUESTIONS

A. Has the owner or any relative had a business or liquor license revoked? □ yes □ no

B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston? □ yes □ no

C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business? □ yes □ no

D. Does the owner/officer(s) owe any debt or unpaid tax to the City of Evanston? □ yes □ no
   If yes, explain:________

E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.
   name                     address                      telephone         relationship
   WEBSTER POWELL, PC       320 W. OHIO ST. SUITE 501 CHICAGO IL 60654 312-587-8800 ATTORNEY

I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant

Date

City of Evanston Liquor License Application (Rev. 03/05/2015)
City of Evanston Liquor License Application

AFFIDAVIT

State of

) SS
County of

) SS

The undersigned hereby makes application for a Class _____ liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

Signature of Applicant

__________________________

Signature of Applicant

__________________________

Subscribed and sworn to before me this 14th day of December, 2016.

(Seal)

Notary Public
CORPORATE INFORMATION FORM
(Supplement A)

Applicants must file business with Secretary of State:

Name of Corporation/Partnership: MHF Evanston Operating V, LLC

Corporate Address:
300 Centerville Road, Suite 300 East Warwick, RI 02886

Corporate Ph #: (401) 886-4485  Corporate Email: zita.ephrem@magnahospitality.com  FEIN: REDACTED

Business Status:
Date Corporation/Partnership was Organized: 10/20/2016
State Articles of Incorporation/Organization filed: DE
Date Articles of Incorporation/Organization filed with Secretary of State: IL - 12/5/2016
Date Certification of Incorporation/Organization was issued by Secretary of State: 12/5/2016

Are there any amendments to Articles of Incorporation? (if yes, provide date filed)  No

What are the total shares of stock created by this Corporation? n/a - LLC

H. List stockholders with 5% or more in holdings (corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>MHF Evanston Investor V LLC</td>
<td>100</td>
</tr>
<tr>
<td>ROBERT INDEGLIA (LLC MEMBER)</td>
<td>(INDIRECT)</td>
</tr>
</tbody>
</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors? Yes

Has the Corporation attached evidence of Good Standing with the State of Illinois? Yes

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization? Yes

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date: N/A

What is the objective of Corporation? ANY LAWFUL ACT

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation? Yes
Hilton Garden Inn Chicago North Shore/Evanston – Org Chart

VARIOUS INVESTORS
(limited partners)

GP Magna Fund V, LLC
(general partner)

Magna Hotel Fund V L.P.,
a Delaware limited partnership
(sole member)

100%

MHF Evanston Investor V LLC
a Delaware limited liability company

100%

MHF Evanston Operating V LLC
a Delaware limited liability company
(Licensee)

Operating Lease

100%

MHF Evanston V LLC
a Delaware limited liability company
(Fee Owner, Borrower, Landlord)

4/19/16

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "MHF EVANSTON OPERATING V LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF OCTOBER, A.D. 2016, AT 3:11 O'CLOCK P.M.
STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

First: The name of the limited liability company is

MHF Evanston Operating V LLC

Second: The address of its registered office in the State of Delaware is

850 New Burton Road, Suite 201 in the City of Dover

Zip code 19904. The name of its Registered agent at such address is

National Corporate Research, Ltd.

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: “The latest date on which the limited liability company is to dissolve is ___________________.”)

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this

20th day of October, 2016.

By: /s/ Robert A. Indeglia Jr.
Authorized Person(s)

Name: Robert A. Indeglia Jr.
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MHF EVANSTON OPERATING V LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON NOVEMBER 29, 2016, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of the State of Illinois, this 5TH day of DECEMBER A.D. 2016.

Jesse White
SECRETARY OF STATE
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA, Inc.
3301 N. Rocky Point Drive West, Suite 700
Tampa, FL 33607
Attn: Tampa CertRequest@marsh.com; FAX: 212-946-0529

SS4993-A1, GAWUL-15-17

INSURED
MHF Evanston Operating V LLC
Magna Hospitality Group, LLC
The Summit @ Warwick Executive Park
300 Centerville Road, Suite 300 East
Warwick, RI 02886

CONTACT
NAME:

PHONE [A/C No, Ext]:

FAX [A/C No, Ext]:

ADDRESS:

INSURER[S] AFFORDING COVERAGE:

NAIC #

INSURER A: Liberty Mutual Fire Insurance Company
23035

INSURER B: N/A
N/A

INSURER C: N/A
N/A

INSURER D: N/A
N/A

INSURER E:

INSURER F:

COVERAGE

CERTIFICATE NUMBER:
ATL-004127822-02

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Evanston is recognized as an Additional Insured with respect to General Liability and Liquor Liability pursuant to City of Evanston code section 3-4-4

CERTIFICATE HOLDER
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Susan B. Vignone

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

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CITY OF EVANSTON  
Cook County, Illinois

CORPORATE SURETY BOND  
(Supplement B)

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED  
MHF Evanston Operating V LLC  
(Corporate)  
Illinois  
(a corporation)

organized and existing under the laws of the State of  
Delaware  
as Principal and  
(Fidelity and Deposit Company of Maryland  
(Name of Surety Company))

organized and existing under the law of the State of  
Maryland  
and licensed to do business in of the City of Evanston,  
County of Cook, and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS, for the payment whereof to the City of Evanston, the principal and said sureties bind themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this ____ DAY OF December ___, 2016.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal Code of the City of Evanston, recodified August 2012, and amendments thereto, which license will expire on the ____ DAY OF ___________, 20___.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinbefore described, and any and all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall remain in full force and effect.
PRINCIPAL

Signed, sealed, and dated this 8th DAY OF December 2016.
By: [Signature]
Title: President
State of Rhode Island
County of Kent

SURETIES

Signed, sealed, and dated this 7th DAY OF December 2016.
By: [Signature]
Title: Attorney-In-Fact
State of Tennessee
County of Knox

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me by Julie Barnes, Attorney-In-Fact on this 7th day of December 2016.

Notary Signature: Bonnie Lynn Rice
My Comm Expires: April 4, 2020

Surety Bond #: 0316704

(affix seal)

State of Tennessee
County of Knox

(affix seal)

(affix seal)
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland (herein collectively called the "Companies"), by GERALD F. HALEY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Mary Y. VOLMAR, Carolyn E. WHEELER, Tara W. MEALER, Vicki NOBINGER, Bonnie RICE, Rachel A. CHAVERIAT, Rebecca J. HOBBS and Julie KARNES, all of Knoxville, Tennessee, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of November, A.D. 2016.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[Seal]

By

Secretary
Michael McKibben

Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 2nd day of November, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depoeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

[Seal]

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019
Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 2.0
For coursework completed on June 8, 2015
provided by Health Communications, Inc.
is hereby granted to:

James Dietz

Certification to be sent to:
Hilton Garden Inn Chicago North Shore/Evanston
1818 Maple Ave
Evanston IL, 60201-3136 USA
Robert Indeglia

Mr. Indeglia has been involved in the hospitality industry for more than 20 years. In 1998, Mr. Indeglia co-founded Magna Hospitality Group, L.C. In 2007, Mr. Indeglia founded Magna Capital Management, which oversees Magna's Fund management business. Mr. Indeglia serves as Magna's President and CEO, and he is a member of the company's investment committee. He is also the managing general partner for all of Magna's Funds. Mr. Indeglia is involved in all aspects of the company with a main focus on growth and development of the company.

Mr. Indeglia received his Bachelor's degree in Political Science from the College of the Holy Cross, and he holds a law degree from the Columbus School of Law, Catholic University. Prior to forming Magna, Mr. Indeglia engaged in a private, national law practice specializing in labor relations and employment law for clients in the hospitality industry.
APPETIZERS

UNTRADITIONAL SHRIMP COCKTAIL  12
Chilled gulf shrimp, avocado, tomatoes, cilantro and fresh lime layered together with piquant cocktail sauce

GRANDE GARDEN QUESADILLA  8
Fire-grilled veggies, avocado, cilantro, jalapeños, melted cheese served with chipotle sour cream and salsa

GREAT BALLS OF FIRE  8
Fiery balls of crispy Pepper Jack cheese served with garden ranch

PAN-FRIED DUMPLINGS  8
Crispy potstickers stuffed with minced pork, pan-seared then steamed served with a sweet chili sauce

WINGS OF THE WORLD  9
Chicken wings tossed and sauced. Choose Traditional Buffalo with Garden Ranch or Spicy-Sweet Honey Pepper

ACCOMPANIMENTS

RICE/MULTIGRAIN RICE BLENDS  2
A distinctive blend of premium gourmet rice, wild grains, legumes and lentils simmered in stock

GARDEN BAKED MAC AND CHEESE  5
Pasta slow-baked with a blend of four cheeses, crumbled bacon and garlic - herb crumb topping

FRIES  3
Rustic, skin-on, natural cut Burbank russet potatoes, golden fried and sea salt dusted

FRUIT  5
Hand cut, sun-ripened melon and juicy seasonal berries picked at peak freshness

SOUPS & SALADS

Add Grilled Steak, Shrimp or Chicken $3.00 Grilled Salmon $5.00 to enhance any of our salads

SOUP OF THE DAY  5
Warm up to HGII's pipin' hot soup of the day. Ask your server for details

STEAK FRIES SALAD  12
Romaine, char-grilled steak, roasted mushrooms, fried potatoes, onion, bleu cheese, lemon-Dijon vinaigrette

SPINACH SALAD  7
Spinach, applewood bacon, mushrooms, red onions, bleu cheese and almonds

HARVEST CHICKEN SALAD  9
Greens, chicken, apples, bleu cheese, cucumbers, red onions, tomatoes, almonds, and dried cranberries

TOSSED GREEN SALAD  5
Spring greens, cucumbers, tomatoes, red onions, orange slices, peppers, olives and toasted almonds

TRADITIONAL CAESAR SALAD  7
Hearts of romaine tossed with traditional olive oil Caesar dressing, shaved Parmesan cheese and garlic croutons

FLATBREADS

CARAMELIZED PEAR AND BRIE  9
Crisp-shaved pear, artisan Brie, baby arugula, red onion and natural cane sugar glazed walnuts

GRILLED GARDEN VEGGIES  8
Seasonal grilled veggies, extra virgin olive oil, fresh rosemary and shaved Parmesan

KIDS MENU

CHICKEN TENDERS  5
KRAFT® MACARONI & CHEESE  5
HAM & CHEESE PINWHEELS  6
PEANUT BUTTER & JELLY  4
BREAKFAST BUFFETS
Minimum of 10 Guests

Breakfast Buffets Include:
Variety of Freshly Baked Muffins, Cinnamon Rolls and Bagels
Fruit Preserves, Cream Cheese, Butter
Breakfast Potatoes, Choice of Crisp Bacon or Sausage Links
Chilled Orange, Apple, and Cranberry Juices
Freshly Brewed “House Blend” and Decaffeinated Coffees
Selection of Specialty Teas

Select One Buffet:

Metropolitan Buffet
Fresh Fluffy Scrambled Eggs
with Toppings of Cheddar and Swiss Cheeses,
Mushrooms, Green Onion and Salsa
$19.95 per person

Frittata Italiana Buffet
Individually made with Roasted Eggplant,
Vidalia Onions, Roasted Red Pepper and
Herb Toasted Croutons, topped with
Smoked Mozzarella Cheese and served
with Basil Tomato Sauce
$21.95 per person

North Shore Buffet
Fresh Cut Seasonal Fruit
Cold-Smoked Salmon with
Sliced Red Onion, Hard Boiled Egg,
Tomato, Capers and Cucumber
Fresh Fluffy Scrambled Eggs
$25.95 per person

Country Buffet
Fresh Fluffy Scrambled Eggs
Biscuits and Saw Mill Gravy
Cheesy Grits
$19.95 per person

Quiche Buffet
Cheddar Cheese and Ham Quiche
Spinach Quiche
Three Cheese Quiche
$21.95 per person

All Food & Beverage subject to applicable taxes & service charge. Prices are subject to change. ~1/2015
1818 Maple Avenue \ Evanston, IL 60201 \ 847-475-6400 \ www.evanston.hgl.com
PLATED LUNCHEON SELECTIONS

Entrée Salads
Served with Iced Tea, Freshly Brewed Regular and Decaffeinated Coffee
Fresh Rolls, Butter and Dessert

ADD:
Grilled Marinated Chicken: $4.95 per person
Pan-seared Herb and Garlic Shrimp: $6.95 per person
Marinated Flank Steak: $6.95 per person

Caesar Salad
Chopped Romaine Lettuce,
Garlic Croutons and Parmesan Cheese
Tossed with Classic Caesar Dressing
$17.95 per person

Greek Salad
Mixed Field Greens, Tomato Wedges, Black Olives,
Cucumbers, Red Onions, Feta Cheese
Tossed with Vinaigrette Dressing
$18.95 per person

Mandarin Salad
Red & Green Leaves, Sesame Seeds,
Mandarin Orange Slices, Shredded Carrots
and Sugar Snap Peas
Tossed in a Sesame Ginger Vinaigrette
$19.95 per person

Southwestern Salad
Mixed Field Greens, Black Beans, Corn,
Avocado, Shredded Cheese, Tortilla Strips
Tossed with Chipotle Ranch Dressing
$21.95 per person

Harvest Greens Salad
Mixed Greens with Apple, Dried Cranberry,
Bleu Cheese Crumbles and Candied Pecans
Tossed in a Balsamic Vinaigrette Dressing
$18.95 per person

Spinach Salad
Bed of Spinach Leaves, Hard-Boiled Eggs,
Tomatoes, Red Onion, Mushrooms, Bacon
Tossed with Dijon Vinaigrette
$18.95 per person

Tossed Cobb Salad
Mixed Greens topped with Tomato, Bacon,
Chopped Eggs, Bleu Cheese and Avocado
Tossed with Bleu Cheese Dressing
$21.95 per person

Pesto Pasta Salad
Onion, Celery, Sliced Black Olives, Red Pepper,
Toasted Pine Nuts and Penne Pasta
Tossed in a Pesto Mayonnaise
Served on Crispy Iceberg Wedges
$21.95 per person

Dessert Selections
Select One

Death by Chocolate
New York Cheesecake
Lemon or Wild Berry Sorbet
Chocolate or Vanilla Ice Cream
Carrot Cake
Deep Dish Apple Pie

All Food & Beverage subject to applicable taxes & service charge. Prices are subject to change. ©/2015
1818 Maple Avenue® Evanston, IL 60201 © 847-475-6400 © www.evanston.hgi.com
PLATED LUNCHEON SELECTIONS (CONTINUED)

Entrée Lunches
Served with House Salad, Rolls and Butter
Freshly Brewed Regular and Decaffeinated Coffee, Iced Tea and Dessert

Add a Cup of Soup for $2.95 per person

Ravioli
Choice of Cheese or Spinach
Served with Marinara or Alfredo Sauce
$21.95 per person

Eggplant Napoleon
Layers of Thinly Sliced Eggplant
Stuffed with Spinach, Mozzarella and Ricotta Cheese
Topped with Tomato Basil Sauce
Served with Seasonal Vegetables
$22.95 per person

Stir Fry Vegetable Teriyaki
Fresh Pea Pods, Carrots, Celery, Red & Green Peppers,
Mushrooms and Water Chestnuts
Mixed with Teriyaki Sauce
$23.95 per person

Mediterranean Breast of Chicken
Grilled Marinated Chicken Breast Topped with
Grape Tomatoes, Black Olives and Feta Cheese
Served with Seasonal Vegetables and
Oven Roasted Red Skin Potatoes
$25.95 per person

ADD:
Grilled Marinated Chicken $4.95 per person
Pan-seared Herb and Garlic Shrimp $6.95 per person
Marinated Flank Steak $6.95 per person

Chicken Breast Piccata
Lightly Battered and Pan-Seared Chicken Breast
Served with a Wild Rice Blend and Seasonal Vegetables
$25.95 per person

ADD:
Baked Meatloaf
Homemade Meatloaf with Tomato Basil Sauce
Served with Yukon Gold Mashed Potatoes and
Seasonal Vegetables
$25.95 per person

Marinated Flank Steak
Hand-carved Marinated Flank Steak with
Red Wine Mushroom Sauce, Served with
Yukon Gold Mashed Potatoes and Seasonal Vegetables
$27.95 per person

Salmon
Slow Roasted Salmon in a Lemon-Butter Sauce
Served with a Wild Rice Blend and Seasonal Vegetables
$28.95 per person

Dessert Selections
Select One

Death by Chocolate
New York Cheesecake
Lemon or Wild Berry Sorbet
Chocolate or Vanilla Ice Cream
Carrot Cake
Deep Dish Apple Pie

All Food & Beverage subject to applicable taxes & service charge. Prices are subject to change. -1/2015
1818 Maple Avenue  Evanston, IL 60201  847-475-6400  www.evanston.hgi.com
LUNCH & DINNER BUFFET SELECTIONS

Hot Buffet Minimum 20 Guests
Served with Iced Tea, Freshly Brewed Regular and Decaffeinated Coffee

Executive Deli Buffet
Mixed Greens Salad and Dressing
Herb Potato Salad or Mediterranean Pasta Salad
Assorted Breads and Rolls
Sliced Roast Beef,
Turkey Breast and Hickory Smoked Ham
Cheddar, Provolone and Swiss Cheeses
Lettuce, Tomato, Onions and Pickles
Dessert: Freshly Baked Cookies and Brownies
$24.95 per person (Lunch)
$35.95 per person (Dinner)

Pizza Buffet
House Garden Salad with Dressing on the side
Choice of Three Pizzas:
Plain Cheese – Pepperoni – Vegetarian
Italian Mild Sausage – Supreme
Dessert: Brownies & Dessert Bars
ADD ON: Buffalo Chicken Wings with Celery,
Carrots & Ranch Dip (Additional $5.00 per person)
$23.95 per person (Lunch)
$34.95 per person (Dinner)

Italian Deli Buffet
Caprese Salad with Tomatoes, Fresh Mozzarella and
Dressed with Olive Oil and Basil
Antipasto Platter with Marinated Vegetables &
Cheeses
Assorted Focaccia Bread & Flat Breads
Assorted Italian Cold Cuts & Assorted Italian Cheeses
Cold Pasta agli o olio with sliced Pesto Chicken
Italian Beef on French Baguettes
Dessert: Tiramisu & Italian Cookies
$26.95 per person (Lunch)
$36.95 per person (Dinner)

South of the Border
Black Bean and Corn Salad
Mini Taco Salad Shells and Flour Tortillas
Refried Beans and Spanish Rice
With Salsa, Freshly made Guacamole,
Shredded Lettuce, Diced Tomatoes,
Diced Onions, Sour Cream and Shredded Cheddar Cheese
Spicy Ground Beef or Ground Turkey
Chicken, Beef or Vegetarian Fajitas
Dessert: Cream Cheese Flan
$26.95 per person (Lunch)
$36.95 per person (Dinner)

Mediterranean Buffet
Cucumber, Tomato & Feta Salad
Hummus with Pita Bread & Flatbreads
Roasted Seasonal Vegetables
Red Skin Roasted Rosemary Potatoes
Choice of Two Entrées:
Chicken or Beef Kabobs
Grecian Chicken with a Lemon Garlic Sauce
Falafel with Dill Yogurt & Cucumber Sauce
North Atlantic Salmon with an Olive Tapenade and
Diced Tomatoes
Dessert: Baklava & Assorted Cookies
$26.95 per person (Lunch)
$36.95 per person (Dinner)

Taste of Italy Buffet
Classic Caesar Salad
Antipasto Salad
Rustic Garlic Bread
Grilled Asparagus, Zucchini, Yellow Squash,
Sautéed Button Mushrooms, Penne Pasta with
Marinara and Alfredo Sauce
Choice of Two Entrées:
Italian Meatballs, Chicken Vesuvio
Chicken Marsala or Chicken Picatta
Chicken or Eggplant Parmesan
Dessert: Tiramisu & Italian Cookies
$27.95 per person (Lunch)
$37.95 per person (Dinner)

Add a Cup of Soup for $2.95 per person
Minnesota Wild Rice, Tortilla, Wonton, Cream of Broccoli, Tomato Basil Bisque, Minestrone

All Food & Beverage subject to applicable taxes & service charge. Prices are subject to change. 1/2015
1818 Maple Avenue Evanston, IL 60201 847-475-5400 www.evanston.hgi.com
MEETING MINUTES

Liquor Control Board
Wednesday, March 22, 2017 11:30 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Elizabeth Tisdahl; Marion Macbeth; Dick Peach
Members Absent: Byron Wilson
Staff Present: Grant Farrar, Theresa Whittington
Others Present: Peter O'Malley (Class A/K Amendment); Brian O'Malley (Class A/K Amendment); Amy Morton (The Barn); James Dietz (Hilton Garden Inn); Redmond McGrath (Hilton Garden Inn)

Presiding Member: Local Liquor Control Commissioner Elizabeth Tisdahl/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Elizabeth Tisdahl called the meeting to order at 11:30 a.m.

NEW BUSINESS

MHF Evanston Operating V, LLC, Dba Hilton Garden Inn, 1818 Maple Street, Evanston, IL 60201
Redmond McGrath and James Dietz of Hilton Garden Inn requested approval for a Class C liquor license (Restaurant-Hotel/Liquor). Redmond McGrath stated that the application is for an existing business that is having a change in ownership. The day-to-day operations are remaining the same.

Board members reviewed the application in advance of the meeting and found it all in order. The Local Liquor Control Commissioner asked the members if there were any concerns over the request. None were voiced. The Board recommended issuing a Liquor License to be introduced at the City Council meeting on April 10, 2017.

The Barn Investment LLC, Dba The Barn, 1016 Church Street (rear), Evanston, IL 60201
Amy Morton (AM) requested a change in license class from Class D (Restaurant/liquor) to Class I (Restaurant/packaged-good sales). She plans to sell a custom made apothecary cocktail packaged-good product for off-site consumption. The cocktail will be produced and bottled on site and the container sealed in wax and labeled. The product will be sold in packs of four (4) individual bottles. Mayor Tisdahl asked Amy if she was aware of the annual fee difference. AM responded that she is aware that the class I is $7500 a year. Mayor Tisdahl asked what sort of drinks will be bottled. AM responded that it will be different varieties of cocktails and the first one planned is bourbon-based. Dick Peach commented that it is an interesting concept. Marion Macbeth asked about
the temperature of the cocktail; AM responded that customers could pour the product over ice at home. Mayor Tisdahl and Marion suggested written instructions. Grant Farrar asked if AM is aware of any similar business models. AM is not aware of anyone else doing this concept.

Board members reviewed the application in advance of the meeting and found it all in order. The Local Liquor Control Commissioner asked the members if there were any concerns over the request. None were voiced. The Board recommended issuing a Liquor License to be introduced at the City Council meeting on April 10, 2017.

CONTINUED BUSINESS

Peter O'Malley (The Second Bottle – Craft Beer Specialty Shop)

Draft amendments to liquor classes A and K were distributed in advance of the meeting. Peter O'Malley (PO) shared his thoughts on the proposed amendments. PO stated that he is interested in pursuing amendment to license class K but wishes to lower the minimum container size from 22 oz. to 12 oz. He stated that this is in keeping with the current craft beer trends. Small 12 oz. craft beers are selling for between $10-24 per bottle. Grant Farrar (GF) stated that it is an issue of consistency and that the container size limits was written to be consistent with other business near the core area. GF said it is a policy issue for the Liquor Board to consider. PO stated that Class I allows for the sale of beer in 10 oz. bottles. Dick Peach said he feels an entirely different audience would buy a 12 oz. craft beer selling for over $9. He acknowledged that the growing craft beer market is changing the general market place. He suggested that perhaps general size limits need to be reviewed and addressed by the Board. Grant Farrar asked about the proposed location. Peter and Brian O'Malley indicated that they are looking at a space on Central Street. Mayor Tisdahl asked if it is close to the stadium. The O'Malley’s assured Mayor Tisdahl that the space is located on the other side of Central Street, far from the stadium. Mayor Tisdahl requested that “craft beer” be clearly defined and recommended lower the beer container size limit to 12 oz. GF stated that a draft of the latest revision will get distributed to Peter O'Malley in advance of City Council.

The Board recommended issuing a revised amendment to liquor license Class K to be introduced at the City Council meeting on April 10, 2017.

ADJOURNMENT

The meeting was adjourned by the Local Liquor Control Commissioner Elizabeth Tisdahl, Mayor at 11:44 p.m. March 22, 2017.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

From: W. Grant Farrar, Corporation Counsel
      Theresa Whittington, Administrative Adjudication & Liquor Licensing Manager

Subject: Ordinance 35-O-17, Decreasing the Number of Class D Liquor Licenses for The Barn Investment, LLC. d/b/a The Barn, 1016 Church Street (Rear), and Ordinance 36-O-17, Increasing the Number of Class I Liquor Licenses for The Barn Investment, LLC. d/b/a The Barn, 1016 Church Street (Rear)

Date: March 27, 2017

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 35-O-17 and Ordinance 36-O-17.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 35-O-17 amends Evanston City Code of 2012 Subsection 3-4-6-(D), as amended, to decrease the number of authorized Class D liquor licenses from fifty-seven (57) to fifty-six (56). Ordinance 36-O-17 amends Evanston City Code of 2012 Subsection 3-4-6-(I), as amended, to increase the number of authorized Class I liquor licenses from two (2) to three (3), and permit issuance of a Class I license to The Barn Investment, LLC. d/b/a The Barn, 1016 Church Street (Rear). The Class I license will permit Company to retail sale of alcoholic liquor in restaurants only to persons of at least twenty-one (21) years of age for consumption both on the licensed premises and off the premises. Company representative Amy Morton submitted application materials to change Company’s liquor license from Class D to Class I.

Legislative History:
At the March 22, 2017 Liquor Control Review Board meeting, Company requested consideration of application for a Class I liquor license.
Attachments:
Ordinance 35-O-17
Ordinance 36-O-17
Application

See Agenda Item A13 for Minutes of the March 22, 2017 Liquor Control Review Board meeting
AN ORDINANCE

Amending City Code Section 3-4-6-(D) to Decrease the Number of Class D Liquor Licenses from Fifty-Seven to Fifty-Six (The Barn Investment, LLC d/b/a The Barn, 1016 Church Street (Rear))

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Class D of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>Class D</th>
<th>Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$2,800</th>
<th>$2,800</th>
<th>$756</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(D) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class D liquor licenses from fifty-seven (57) to fifty-six (56) to read as follows:

(D) CLASS D licenses, which shall authorize the retail sale in restaurants only of alcoholic liquor for consumption on the premises where sold. No such license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant", as defined in 3-4-1 of this Chapter. Alcoholic liquor may be sold in restaurants holding Class D licenses only during the period when their patrons are offered a complete meal.

The applicant for the renewal only of such licenses may elect to pay the amount required herein semiannually or annually. Such election shall be made at the time of application.

The annual single-payment fee for initial issuance or renewal of such license shall be two thousand eight hundred dollars ($2,800.00).

The total fee required hereunder for renewal applicants electing to make semiannual...
payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be two thousand nine hundred forty dollars ($2,940.00).

No more than fifty-seven (57) fifty-six (56) such license(s) shall be in force at any one (1) time.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: ________________, 2017

Approved: ___________________________, 2017

Adopted: ________________, 2017

__________________________, 2017

_______________________________
Elizabeth B. Tisdahl, Mayor

Attest: ____________________________

_______________________________
W. Grant Farrar, Corporation Counsel

_____________________________
Rodney Greene, City Clerk

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36-0-17

AN ORDINANCE

Amending City Code Section 3-4-6-(I) to Increase the Number of Class I Liquor Licenses from Two to Three
(The Barn Investment, LLC. d/b/a The Barn, 1016 Church Street (Rear))

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Class I of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th></th>
<th>Restaurant/Package Store</th>
<th>Liquor</th>
<th>Liquor</th>
<th>$7,500</th>
<th>$7,500</th>
<th>23</th>
<th>None</th>
<th>12 p.m. – 10 p.m. (Sun-Thurs); 12 p.m. – 11 p.m. (Fri-Sat)</th>
</tr>
</thead>
</table>

SECTION 2: Subsection 3-4-6-(I) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class I liquor licenses from two (2) to three (3) to read as follows:

(I) CLASS I licenses, which shall authorize the retail sale in a restaurant of alcoholic liquor for both consumption on the licensed premises where sold, and for consumption off the premises. No Class I license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant", as defined in Section 3-4-1 of this Chapter. Each Class I license shall be subject to the following conditions:

1. The Class I license requires the licensee to operate both the restaurant and retail sales area. The licensee shall not assign the privilege to operate the retail sales area. Class I licenses authorize retail sales of alcoholic liquor in original packages to persons of at least twenty-one (21) years of age for consumption off the premises.

2. It shall be unlawful for a Class I licensee to sell a single container of wine in its original package unless the volume of the container is greater than or equal to
375 milliliters.

3. It shall be unlawful for a Class I licensee to sell a single container of beer in its original package unless the volume of the container is greater than or equal to ten (10) ounces or 295 milliliters.

4. It shall be unlawful for a Class I licensee to sell a single container of an alcoholic spirit in its original package unless the volume of the container is greater than or equal to 200 milliliters.

5. A Class I licensee shall sell alcoholic liquor in original packages for off-premises consumption at a cash register designated for the sale of such alcoholic liquor and which is operated by a person of at least twenty-one (21) years of age.

6. Alcoholic liquor may be sold in restaurants holding Class I licenses for consumption on the licensed premises only when their patrons are offered expanded food service during the hours set forth in this Section. An expanded food service shall consist of such items as sandwiches, flatbreads, empanadas, hot dogs, salads, or other similar a la carte items to customers who are purchasing a wine, beer, or alcoholic spirit.

7. The sale of alcoholic liquor for both on premises consumption, and for consumption off the premises, shall begin after twelve (12:00) p.m. Monday through Sunday. Alcoholic liquor shall not be sold after the hour of 10:00 p.m. on any Sunday through Thursday. Alcoholic liquor shall not be sold after the hour of 11:00 p.m. on any given Friday or Saturday.

8. Class I licenses shall permit the tasting of samples of beer, wine, and alcoholic spirits, permitted to be sold under this classification, on the licensed premises during authorized hours of business. No charge, cost, fee, or other consideration of any kind shall be levied for any such tasting. Licensees shall not provide more than three (3) free samples, each of which shall not exceed one (1) fluid ounce for wine, two (2) fluid ounces for beer, and one-quarter (0.25) fluid ounce for alcoholic spirits, to any person in a day. Licensees must have at least one (1) BASSET-certified site Manager on-premises whenever offering wine, beer, or alcoholic spirits for tasting. Licensees must provide food service when offering wine, beer, and/or alcoholic spirits for tasting.

9. Class I license fees are as follows:

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single-payment fee for initial issuance or renewal of such license shall be $7,500.00.
The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be $7,875.00.

No more than two (2) three (3) such license(s) shall be in force at any one (1) time.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2017

Adopted: _________________, 2017

Approved: _____________________________, 2017

_______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

_______________________________
Rodney Greene, City Clerk

Approved as to form:

_______________________________
W. Grant Farrar, Corporation Counsel

~3~

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City of Evanston annual Liquor License Application

City of Evanston
Application for Liquor License

Date: 2.2.17
☐ New business
☐ Change of Ownership/Corporation
☒ Change of License Class

Liquor Class: 1
Initial license Fee: TBD

1. APPLICANT

A. Corporation name:
The Barn Investment LLC

B. Business name:
The Barn

C. Previous business name (if dba changed):

D. Business address (city, state, zip code):

Rear 1016 Church Evanston IL 60201

E. Business telephone:
847.868.6041

F. Business website:
TheBarnEvanston.com

G. Business Email:
AmyJFoundKitchen.com

H. Illinois business tax number:

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address):

above in D

B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):

A Restaurant with a Ban.

plan attached

C. Is the business required to be located within the "Retail Package Store Area"?
☐ Yes ☐ No

If yes, is it located within the "Retail Package Store Area"?
☐ Yes ☐ No

3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION

A. Business type: ☒ Restaurant ☐ Hotel ☐ Package store ☐ Grocery store ☐ Other (explain below):

Describe the nature of the business / principal kind of business:

Liquor to be served and/or sold:
☒ Alcoholic liquor ☐ Beer and Wine only ☐ Wine only

Days and times liquor is served:
☐ Sunday to 10 ☐ Monday to 10 ☐ Tuesday to 10 ☐ Wednesday to 10
☐ Thursday to 12 ☐ Friday to 12 ☐ Saturday to 1:30

Liquor will served or sold by:
☒ Glass ☐ Bottle ☐ Can ☐ Waitstaff and/or ☐ Over the counter

all the above the servers or bartender serve drinks. we would also like to sell a product to go.

City of Evanston Liquor License Application (Rev. 12/19/2013)
### 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?  
   - Yes ☒  No ☐
   - If your response is "No," skip this section and proceed to section 5.

B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?  
   - Yes ☒  No ☐

C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?  
   - Yes ☒  No ☐

D. How many tables are or will be in the restaurant?  What is the seating capacity?  
   - Yes ☒  No ☐

E. Is there an existing or proposed menu? If your response is "Yes," please attach the menu.  
   - Yes ☒  No ☐

F. Does the restaurant currently hold or has applied for a City of Evanston food license?  
   - Yes ☒  No ☐
   - If your response is "Yes," what is the expected issue date?

### 5. BUSINESS SPECIFIC INFORMATION (for hotels)

A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?  
   - Yes ☒  No ☐
   - If your response is "No," skip this section and proceed to section 6.

B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?  
   - Yes ☒  No ☐

C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?  
   - Yes ☒  No ☐

D. Does the hotel have at least 50 regular rooms for transients?  
   - Yes ☒  No ☐

E. Does the hotel currently hold or has applied for a City of Evanston food license?  
   - Yes ☒  No ☐
   - If your response is "Yes," what is the expected issue date?

### 6. BUSINESS SPECIFIC INFORMATION (for package stores)

A. Does the applicant seek to sell liquor upon the premises of a package store?  
   - Yes ☒  No ☐
   - If your response is "No," skip this section and proceed to section 7.

B. Is the package store premises located in the "retail package store area" as defined by the attached map?  
   - Yes ☒  No ☐

C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises?  
   - Yes ☒  No ☐

D. Has the applicant reviewed the Liquor Code definition of a "package store"?  
   - Yes ☒  No ☐

### 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store?  
   - Yes ☒  No ☐
   - If your response is "No," skip this section and proceed to section 8.

B. Does the grocery store premises consist of a grocery store and combination store under one roof?  
   - Yes ☒  No ☐

C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided?  
   - Yes ☒  No ☐  sq.ft.

D. Does the grocery store currently hold or has applied for a City of Evanston food license?  
   - Yes ☒  No ☐
   - If your response is "Yes," what is the expected issue date?
City of Evanston annual Liquor License Application

8. PREMISES OWNERSHIP INFORMATION

A. Does the corporation own the premises for which this liquor license is being sought? ☐ yes ☐ no
   If your response is “Yes,” proceed to section 10.

B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought? ☐ yes ☐ no

C. What is the period covered by the lease? 2016 to 2036

D. What is the name of the Landlord? ADVANTAGE MGMT.

E. What is the address of the Landlord? (please include city, state, and zip code.)
   Jeremy Stolberg
   850 N. LaSalle Street 9th Floor
   Chicago IL 60654

9. ELIGIBILITY QUESTIONS

A. Has the owner or any relative had a business or liquor license revoked? ☐ yes ☐ no

B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston? ☐ yes ☐ no

C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business? ☐ yes ☐ no

D. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.

<table>
<thead>
<tr>
<th>name</th>
<th>address</th>
<th>telephone</th>
<th>relationship</th>
</tr>
</thead>
</table>

I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant

Date

March 2, 2017

City of Evanston Liquor License Application (Rev. 12/19/2013)
CITY OF EVANSTON
ALCOHOLIC LIQUOR LICENSE

Licensee
The Barn Investment, LLC
dba The Barn
1018 Church St
Evanston, IL 60201

License Class/Description License Number
Class D 16LIQA-0013
Authority to sell alcoholic liquor for consumption on
premises of restaurants while complete meals are offered.

License Period
9/15/2016 - 9/15/2017

A license to sell liquor in the City of Evanston is a
privilege, not a right. This license authorizes the
named person/entity to sell liquor under the
classification described above. Failure to abide by
the terms of the specific license class, as well as all
pertinent requirements of the City of Evanston
Liquor Control Regulations, renders this license
subject to immediate forfeiture. Violators may be
subject to prosecution.

Permitted Service Hours
Mon - Thurs: 11 AM - 1 AM;
Fri - Sat: 11 AM - 2 AM; Sun: 12 PM - 1 AM

[Signature]
Honorable Elizabeth Tisdahl, Mayor
Liquor Control Commissioner
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

From: W. Grant Farrar, Corporation Counsel
       Theresa Whittington, Administrative Adjudication & Liquor Licensing Manager

Subject: Ordinance 12-O-17, Amending City Code Section 3-4-6(K) Allowing On-Site Consumption of Beer and Wine for the Class K Liquor License

Date: April 10, 2017

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 12-O-17.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 12-O-17 amends Evanston City Code of 2012 Subsection 3-4-6(K), as amended, to allow on-site consumption of beer and wine for the Class K Liquor License. This Ordinance updates the liquor code to: include a craft beer definition consistent with the Illinois Liquor Code, 235 ILCS 5/3-12(18)(a); exclude the downtown core area from obtaining a Class K Liquor License; and require Class K Liquor License holders to provide limited food service when providing sale of craft beer and wine for on-site consumption. This license will permit Company to retail sale of beer and wine only to persons of at least twenty-one (21) years of age for consumption on the premises.

Legislative History:
At the March 22, 2017 Liquor Control Review Board meeting, Peter O'Malley requested consideration to amend the Class K liquor license.

Attachments:
Ordinance 12-O-17
See Agenda Item A13 for Minutes of the March 22, 2017 Liquor Control Review Board meeting
AN ORDINANCE

Amending City Code Section 3-4-6-(K) Allowing On-Site Consumption of Beer and Wine for the Class K Liquor License

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Section 3-4-6 of the Evanston City Code of 2012, “Definitions,” as amended, is hereby further amended and revised to include the following definition:

| CRAFT BEER. | A beverage obtained by the alcoholic fermentation of an infusion or concoction of barley, or other grain, malt and hops in water, and includes, among other things, beer, ale, stout, lager, porter and the like, manufactured by a Class 1 Brewer as defined in 235 ILCS 5/3-12(18)(a). |

SECTION 2: Class K of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

| K | Wine, Beer, and Spirits Shop | Tasting Beer, Wine | Wine, Beer, and Spirits | $5,000 | $5,000 | 2 | Store under 5,000 sq. ft. and Core Area Exclude d | Off-Site Consumption: 8 a.m.—Midnight On-Site Consumption: 10 a.m.—9 p.m. (Mon- Thurs); 10 a.m. – 10 p.m. (Fri-Sat); 12 p.m.—9 p.m. (Sun) |

SECTION 3: Subsection 3-4-6-(K) of the Evanston City Code of 2012, as
amended, is hereby further amended and revised as follows:

(K) Class K licenses, which shall authorize the retail sale of alcoholic liquor, wine and beer for consumption off the premises and the sale of wine and beer for consumption on the premises to persons of at least twenty-one (21) years of age as set forth herein.

1. It shall be unlawful for a Class K licensee to sell a single sealed container of wine for consumption off premises unless the container is greater than or equal to sixteen (16) fluid ounces or 0.473 liters.

2. It shall be unlawful for a Class K licensee to sell a container of craft beer for consumption off the premises unless the volume of the container is greater than or equal to twelve (12) ounces or 0.355 liters. It shall be unlawful for a licensee to bundle, tape, package, or otherwise manipulate single containers of beer for sale as a set. Any such manipulation of packaging shall be a violation of this Subsection. Nothing in this Subsection shall be construed as prohibiting the sale of packages containing six (6) single containers of beer, including such packages consisting of various single containers of beer chosen by the consumer. The sale of alcoholic liquor at retail pursuant to the Class K license may begin after 8:00 a.m. Monday through Sunday. Alcoholic liquor shall not be sold after the hour of 12:00 midnight on any day.

3. Class K licensees may during authorized hours of business offer for on-site consumption beer and/or wine for retail sale. Wine tasting shall be permitted during authorized hours of business. Licensees shall not provide more than three (3) free samples of wine, each of which shall not exceed one (1) fluid ounce, to any person in a day. Licensees may sell wine samples, but the volume of any wine sample sold shall not exceed six (6) fluid ounces and the total volume of all wine samples sold to a person in a day shall not exceed twelve (12) fluid ounces. Licensees shall not provide and/or sell more than a total of fifteen (15) fluid ounces of wine samples to any person in a day.

Beer tasting of only the beers permitted to be sold under this classification for consumption off premises shall be permitted during authorized hours of business.

Licensees shall not provide more than three (3) free samples of beer, each of which shall not exceed two (2) fluid ounces, to any person in a day. Licensees may sell beer samples, but the volume of any beer sample sold shall not exceed twelve (12) fluid ounces and the total volume of all beer samples sold to a person in a day shall not exceed twenty-four (24) fluid ounces. Licensees shall not provide and/or sell more than a total of thirty (30) fluid ounces of beer samples to any person in a day.

Licensees must have at least one (1) BASSET-certified site manager on-premises whenever offering wine and beer for tasting or retail sale for on-
site consumption. All persons who sell, open, pour, dispense or serve craft beer or wine shall be BASSET certified. Licensees must provide food service when offering wine and beer for tasting. Beer or wine sold within the licensed premises for consumption on the premises shall not be removed from the licensed premises. Beer or wine for product sampling or retail sale for on-site consumption shall be sold and dispensed only in containers provided by the licensee.

4. The licensed premises shall not exceed a gross area of five thousand (5,000) square feet total.

5. Not less than ten percent (10%) but not more than twenty percent (20%) of total gross square foot area of the licensed premises shall be designated for the sale of food.

6. Not more than ten percent (10%) of total gross square foot area of the licensed premises may be designated for the sale of beer.

7. Not more than two percent (2%) of total gross square foot area of the licensed premises may be designated for the sale of alcoholic liquor other than wine and beer.

7. Licensees who during authorized hours of business, offer for on-site consumption samples of beer and/or wine shall provide limited food service such as cheese, crackers, snack food or other similar deli-style items to customers who are sampling beer and/or wine.

8. No such license may be granted to an establishment that is located within the core area as defined in Section 3-4-1 of this Chapter.

9. The sale of wine and/or beer for consumption off site shall be limited to the hours of 8:00 a.m. until Midnight on any given day. The sale of wine and/or beer for consumption on site shall be from 10:00 a.m. until 9:00 p.m. Monday through Thursday; 10:00 a.m. until 10:00 p.m. Friday through Saturday; 12:00 noon until 9:00 p.m. on Sunday.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be five thousand dollars ($5,000.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable according to the provisions of Section 3-4-7 of this Chapter, shall be five thousand one hundred sixty dollars ($5,160.00).

No more than two (2) such license(s) shall be in force at any one (1) time.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.
SECTION 5: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 6: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 7: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2017

Adopted: _________________, 2017

Approved: ____________________________, 2017

Elizabeth B. Tisdahl, Mayor

Attest:

Approved as to form:

Rodney Greene, City Clerk

W. Grant Farrar, Corporation Counsel
Memorandum

To: Honorable Mayor and Members of the City Council
    Administration and Public Works Committee

From: David Stoneback, Public Works Agency Director

Subject: Ordinance 21-O-17, Amending City Code Title 7, Chapter 15, “Board of Local Improvements”

Date: March 30, 2017

Recommended Action:
Staff recommends City Council adoption of Ordinance 21-O-17 amending City Code Title 7, Chapter 15 “Board of Local Improvements.”

Livability Benefits:

Summary:
Ordinance 21-O-17 serves to update the Board of Local Improvements (“Board”) City Code language to accurately identify City staff that constitute the Board membership and conform to State of Illinois requirements. Illinois State Code 65 ILCS 5/9-2-7 establishes the composition requirements of a municipal Board of Local Improvements. In part, the State of Illinois Code states: “In cities having a population of 50,000 or more and less than 500,000, there is created a board of local improvements consisting of 6 members, of which board the commissioner of public works shall be the president. The other members of this board shall be the superintendent of streets, the superintendent of sewers, the superintendent of special assessments, the city engineer and the city clerk, or if there is no office of City Clerk, the City Comptroller.”

Following the reorganization of the Public Works Agency, Ordinance 21-O-17 updates the titles of the employees that are members of the Evanston Board of Local Improvements and makes additional minor text amendments to modernize the language of the ordinance to current City standards.

Attachments:
Ordinance 21-O-17
AN ORDINANCE
Amending City Code Title 7, Chapter 15, “Board of Local Improvements”

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS THAT:

SECTION 1: City Code Title 7, Chapter 15, “Board of Local Improvements,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

CHAPTER 15 - BOARD OF LOCAL IMPROVEMENTS

7-15-1. - ESTABLISHMENT; MEETINGS.

There is hereby established a Board of Local Improvements for the City. The Board of Local Improvements shall meet at such times as it may determine, or upon call of the President thereof, and shall have the powers and duties granted to it by 65 ILCS 5/9-2-1, et seq., as amended.

The Board of Local Improvements shall consists of six (6) members, of which the Board Director of Public Works shall be the President. The other members of the Board shall be: The Superintendent of Streets and Sanitation; Director of Utilities; Superintendent of Special Assessments; the City Engineer; and the City Clerk. The Director of the Public Works Agency is the President of the Board of Local Improvements. The other members of the Board are: the Bureau Chief of Infrastructure Maintenance, the Sewer Supervisor, the Superintendent of Special Assessments, the City Engineer, and the City Clerk.

7-15-2. - SUPERINTENDENT OF SPECIAL ASSESSMENTS.

(A) Creation. There is hereby created the Office of Superintendent of Special Assessments who shall have charge and control of special assessments.

(B) Appointee to act as Superintendent of Special Assessments. The City Manager shall appoint a person Superintendent of Special Assessments; provided, that if the designee is a City employee, no salary or compensation shall be paid or allowed for services as said Superintendent in addition to the employee's salary.
General duties. It shall be the duty of the Superintendent of Special Assessments to have charge of all proceedings relative to special assessments for public improvements, under the direction of the Board of Local Improvements, assigned to the Board of Local Improvements. The Superintendent shall apportion or reapportion, when the court orders any changes therein, the cost of all special assessments and prepare and cause to be filed all assessment rolls. The Superintendent shall keep a docket of all assessments, condemnations and sidewalk proceedings and a record of the related court proceedings relating thereto. Said the Superintendent shall also mail, post and publish all notices required by law relating to special assessments.

Duties in connection with the assessment rolls. The Superintendent of Special Assessments shall have prepared and kept at the Civic Center copies of all assessment rolls. Such copies shall be prepared, inspected and verified by the Superintendent before the original assessment roll is filed in court.

7-15-3. - PUBLIC IMPROVEMENT BY SPECIAL ASSESSMENT.

All contracts for the making of public improvements to be paid wholly or in part by special assessment or special tax shall be advertised and let in strict accordance with the provisions of 65 ILCS 5/9-2-1 et seq. All such contracts shall contain provisions protecting the interests of the City, and in all cases bonds shall be required from contractors as specified in such Act 65 ILCS 5/9-2-1 et seq.

Whenever the first installment of any special assessment or special tax levied for the purpose of paying for any improvement done or performed under the provisions of the aforementioned Act is not collected when payments fall due, vouchers, on account of work done by the contractor, may be issued payable out of the first installment when collected.

Such vouchers shall bear interest from the date thereof at the market rate, payable annually, and shall be signed by the Mayor and attested by the City Clerk. Each such voucher shall be issued when ordered by the Director of Public Works, and shall entitle the holder thereof to exchange the same at the Office of the Finance Director, for a warrant of the City in the amount then due, including accrued interest, if and when funds are realized and available for payment from the collection of the first installment; and if such first installment is insufficiency, then from any surplus to the credit of the remaining installments of the special assessment against which such voucher is issued. No interest shall be payable after the date when each such voucher shall be exchangeable for a warrant, whether then exchanged or not, and it shall be the duty of the Finance Director to ascertain the first date when funds shall be available for payment of the warrants so as to prevent the accrual of unnecessary interest charges.

The Superintendent of Special Assessments will account for all Special Assessment activity in the Special Assessment Fund. Special Assessment payments shall be made by City residents either by paying to the City one (1) aggregate sum of their respective portion of the assessment or in ten (10) installments with an interest rate as determined by the Chief Financial Officer annual; Special Assessment payments shall then be
deposited in the City’s Special Assessment Fund, in accordance with 65 ILCS 9-2-1 et seq. All vendor payments will be made in accordance with the City of Evanston Purchasing Manual and the annual bid approval by the City Council.

All contracts to be paid wholly or in part by special assessment or special tax shall contain covenants, in substance, to the effect that the contractor shall have no claim or lien against or upon any property of the City in any event, except from the collection of the special assessment or special tax made for the work contracted for.; Furthermore, no liability shall attach to the City, except for unreasonable delinquency in the collection of such special assessment or special tax and the payment of the contractor for the improvement specified in the contract.

7-15-4. - PROTECTION IN CONNECTION WITH STREET EXCAVATIONS; LIABILITY FOR INJURIES.

Whenever the Director of the Public Works Agency or the Board of Local Improvements shall let permits any work or improvement which shall require the digging up, use, or occupancy of any street, alley, highway or public ground of the City, there shall be inserted in the contract for the same a provision requiring such contractor to place and maintain such barriers and lights as will effectually prevent the happening of any accident in consequence of such digging, use, or occupancy of any street, alley, highway or public grounds, for which the City might be liable, and also such other covenants and conditions as experience may prove necessary to save the City harmless from damages.

There shall be inserted in such contract a provision that the party contracting with the City shall be liable for all damages occasioned by the digging up, use or occupancy of such street, alley, highway or public grounds, or which may result therefrom or which may result from the carelessness of such contractor, his/her agents, employees or workmen, and bond to protect the City in this regard shall be required.

7-15-5. - DEFAULT OF CONTRACTOR ON PUBLIC WORK.

In case the prosecution of any public work shall be suspended in consequence of the default of any contractor, the Director of the Public Works Agency may, with the approval of the City Manager, where the urgency of the case and the interests of the City require, employ workers to perform or complete any improvement ordered by the City Council.

7-15-6. - LIABILITY BONDS FOR CERTAIN WORK OR IMPROVEMENTS.

Whenever any work or improvement of sufficient hazard or magnitude to require a bond is let by contract to any person, the officers of the City shall, in all cases, require bond from such person, with good and sufficient sureties in such amount as shall not only be adequate to insure the performance of the work in the time and manner required in such contract, but shall also indemnify the City and hold the City harmless the City
against all liabilities, judgments, costs and expenses which may in anywise accrue against the City as a result of the granting of such contract, or which may in anywise result from the carelessness or neglect of such person, his agents, employees or workers. When notice has been given by the City of the pendency of any suit, the judgment therein shall will be conclusive evidence against such person and his/her sureties on such bond, not only as to the amount of damages but also as to his/her liability. The bond shall will be conditioned for the payment of all claims and demands whatsoever which may accrue to each and every one of the contractor's employees, or any assignee or subcontractor of such contractor, in or about the performance of the contract. In all cases, such bond shall will be executed in accord with 65 ILCS 5/11-39-3, before the letting of any contract where bonds are required to be taken.

**SECTION 2:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 4:** The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 5:** This Ordinance 21-O-17 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Memorandum

To: Honorable Mayor and Members of the City Council  
Administration and Public Works Committee

From: Wally Bobkiewicz, City Manager  
Martin Lyons, Assistant City Manager  
Paul Zalmezak, Senior Economic Development Coordinator

Subject: Ordinance 41-O-17, Authorization of the City Manager to Negotiate a Sales Contract for the City-Owned Real Property Located at 1714-20 Chicago Avenue

Date: April 10, 2017

Recommended Action:
Staff recommends City Council adopt Ordinance 41-O-17, authorizing the City Manager to negotiate a sales contract for the City-Owned real property located at 1714-1720 Chicago Avenue. A two-thirds majority of City Council is required to adopt Ordinance 41-O-17.

Livability Benefit:
Economy & Jobs: Expand job opportunities

Background:
Over the past several years, this property has been identified by multiple parties as a potential redevelopment site for mixed use office/residential, performing arts, housing, and hotels. Interest in office development for the site has increased as Evanston’s office vacancy rate declined and the demand for Class A office space increased. The placement of an office use would support the downtown retail and restaurant base, and would increase the City’s total tax base, which would help moderate tax increases for all Evanston taxpayers

The property, commonly referred to as “the Library parking lot”, is an estimated 32,000 square feet. The parking lot is one of the City’s off street parking lots (Lot 3) and contains 74 parking spaces. The lot features a solar canopy solar powered charging station.

Staff issued a Request for Proposals in September 2016 and received three bids. In November 2016, the Economic Development Committee of the Evanston City Council
approved a process that directed staff to work exclusively with one of the bidders, a development partnership consisting of Greg Stec, Bruce Larson, and Conor Commercial to gather community input prior to filing for the planned development approval process. The development team presented at numerous community meetings and had individual meetings with the Woman’s Club of Evanston, the Frances Willard House, and neighboring condominium associations. The community input impacted a number of changes including:

- Hiring a local architect, Paul Janicki, to redesign the building, in partnership with Holabird & Root
- Building redesigned to reflect historical context of Woman’s Club of Evanston and Frances Willard House
- Reduction from fourteen stories to eleven stories (3 levels of parking, 8 office)
- Building reduced in size from 207,000 square feet to 136,000 square feet
- Inclusion of a gallery space on the first floor for Frances Willard House use
- South elevation design improvements including greenery to provide better views from Woman’s Club of Evanston building.
- Increased setbacks along Chicago Avenue to better align with the adjacent properties.

As a result of reducing the size of the building, the developer has reduced the offer on the property from $5 million to $4 million.

Summary
Staff recommends City Council authorize the City Manager to negotiate the sale of the property for a purchase price of $4,000,000.

Legislative History
This is the first step of the two-step process to sell City-owned real property. The second step will be for the Council to review a real estate sale contract with terms of sale outlined for approval.

Attachments:
- Map of Property
- Updated development proposal and offer
- Ordinance 41-O-17
Executive Summary

Throughout the last six months within the City of Evanston there have been a few changes in regards to the development of the property located at 1714-1720 Chicago Avenue commonly known as the “Library Parking Lot”. To start, after our initial 1st Ward Community Meeting on Tuesday December 6th, our partner, Connor Commercial together with its design team (Wright Architects) mutually agreed to “step down” from their role as the Development/design team and remain in the project just as the General Contractor or Mc Shane Construction Company. Bruce Larson along with Gregory Stec, the original team members, have agreed to forge ahead and “stay the course” in developing the City of Evanston’s “Library Parking lot”.

One crucial addition to the team was finding an architect that understood the climate of design and historical significance within the City of Evanston. Paul Janicki from the Paul Janicki Architects Inc. was introduced to Gregory Stec at the 1st ward meeting, and after numerous conversations, was ultimately retained by the Group to act as the new Lead Design Architect for the Project.

While choosing the right architect for the task at hand was crucial, listening to our adjacent neighbors (i.e. Woman’s Club of Evanston and Frances Willard Foundation) was also a high priority for the development to move forward. Thus, Bruce and Gregory met with both groups at 1702 Chicago on the following dates:

1) 11/28/2016 Initial Meeting  
2) 12/2/2016 Tour and Meeting  
3) 12/9/2016 Meeting with Women’s Club Attorney and Group  
4) 2/21/2017 Meeting with both groups with Paul Janicki

In addition, the development team has also met with the City of Evanston staff during this 6 month period to take direction on conceptual design, bulk and height. Currently, our project team believes an 11-story office development project will allow for the following:

- Replace all 74 public parking stalls at the same rate as the library lot.
- Allocate the first three floors to car parking, while provide a Frances Willard viewing center on the first floor, and provide a beautiful “Green” backdrop for the Women’s club to the south for certain occasions and events such as weddings.
- Provide eight floors of new Class A office space at +/- 17,000 square feet per floor for a total of +/- 136,000 square feet. Again, this will help stem the flow of businesses leaving Evanston due to a lack of available high quality space. (*Down from the initial 207,000 Square feet proposed at 14 stories)
- Create significant new real estate tax revenue for the City of Evanston
- Deed Restrict the Property in perpetuity. Thus, it cannot be sold to a Non-for-Profit or Non-Tax Exempt Entity such as Northwestern University
- The Proposed 11-story height is in context with surrounding office and residential buildings.
• Bring new office workers to the area (approximately 500) who will shop and dine at locally owned businesses and restaurants
• Provide an opportunity to keep local employers such as “LiveWatch” in Evanston.
• Due to the decrease in rentable square footage, along with the increase in the price per square cost of construction, the realization of full asking price for the land is unrealistic.

**Purchase Price**

$4 MM

This bid price is conditioned on the City of Evanston providing:

- Zoning and conceptual plan approval within the contract due diligence
- City of Evanston approval to develop a minimum of 136,000 rentable square feet of market rate office product
- 90 days of due diligence time for physical site investigation
- Purchaser will agree to place a deed restriction on the property prohibiting the sale of any portion of the building to a non-real estate tax paying entity
- City of Evanston to provide relief on required parking count for office space
- Commitment from staff to fast-track the entitlement process

**Project Description**

The overall project design is intended to blend and capture the City’s historic architectural heritage while fostering civic pride among 1st ward residents. The initial elevation was originally planned to be 14 Stories, but after our 1st Ward initial Community meeting, the proposed building was lowered to 11 Stories. The first three floors of the building will be dedicated to car parking to minimize the impact of the project given the density of the neighborhood.

Given the small 27,000 square foot land parcel, the proposed project’s initial plan was to maximize the development potential, but has now changed. With outside input and staff input, our development team is mindful of the streetscape, instituting more green elements into our front & side elevations, and thoughtful/strategic about traffic flow in the alley.

**Design Plans**

Proposed development calls for an 11-story office building with the first 3 levels dedicated to car parking providing:

- Rentable square footage of approximately 136,000 square feet.
- 3-4 elevator’s located at the lobby level
- Sustainable design with transit oriented features such as bike storage
- Outdoor meeting and plaza areas
- Flexible floor plates and an efficient mechanical system to reduce operating costs
- Minimum of LEED Silver Certification

Development Team has provided the design plans listed below on the following pages:
Developer Entity

A Self Purposed LLC will be created for the proposed development. The members of the LLC will be:

- Gregory Stec
- Bruce Larson
- Institutional Joint Venture Partner / Owners Representative

- Greg Stec will be the lead manager and principal of Self Purpose LLC. Greg has multiple years of experience in the development, construction and property management of residential apartments in Chicago and the surrounding suburbs. For your reference, attached* are examples of recently built and in-progress projects. As demonstrated by these examples, our team’s focus is developing successful projects. Our team owns and manages the projects. In addition the development of these projects will contribute to the local economy by creating new job opportunities during the construction phase and permanent positions for-site management and maintenance of the complex. The apartments also bring a new consumer base to the local business area.

- Bruce Larson: Forthcoming

- Institutional JV Partner: Forthcoming

Sources and Uses

A project budget consisting of land at $4 MM and improvements estimated at $47,000,000 will be refined and finalized in the due diligence process. The source of funds will be provided by the Self Purpose LLC together with an institutional Joint Venture Partner where there is an existing relationship already in place.

Project Schedule

- Contract Execution: May 22, 2017
- Zoning and Entitlements: September 22, 2017
- Land Closing: October 1, 2017
- Construction Start: October 7, 2017
- Construction Complete: March 12, 2019
LACEY CREEK IN DOWNS GROVE
DOWNERS GROVE, IL - 70% COMPLETE
This three-story, 120,000 sf senior living apartment facility includes 120 units in one- and two-bedroom layouts, four elevators, and a multi-purpose room. Other features include a spacious patio, cafe, and theatre. Scheduled for completion in September 2016, the total construction cost is $31.6M.

CASTILLO/PENNYCOTT APARTMENTS
CHICAGO, IL - ENTITLEMENT STAGE
This 84-unit LGBTQ building breaks ground in August 2016. The Transit Oriented Development includes studio, one-, and two-bedroom units with ground level commercial. Features include a green roof, secure bike storage, Juliet balconies, multi-purpose room, and lobby. The development cost is $22M.

DIVERSEY MANOR APARTMENTS
CHICAGO, IL - IN FOR CONSTRUCTION PERMIT
This three-story building houses 75 one-bedroom and 23 studio apartments. The building includes secure bike storage, a multi-purpose room, and a lobby. An added feature is a planting garden for the use of residents. Construction on this $18M development is scheduled to start approx. Dec. 2016.

4501 NORTH WINCHESTER
CHICAGO, IL - PLANNING STAGE
This 94-unit senior living facility is located on a former hospital site. Incorporating the current shell, the MEP elements will be replaced, and light and ventilation will be maximized. Features include a dining room, a gift shop, and a multi-purpose room. The $144M project is scheduled to start construction approx. Dec. 2016.

PRAIRIE GREEN AT DIXIE CROSSING
CHICAGO HEIGHTS, IL - COMPLETE
Completed in 2013, Prairie Green is a 230-unit senior housing apartment building that features 144 studio and one-bedroom apartments. Currently 94% occupied, this complex includes a formal lobby space, main dining room, multi-purpose room, recreation rooms, private dining rooms, an outside patio and garden, and a library. The construction cost for this complex is $17M.

PRAIRIE GREEN AT FAY'S POINT
BLUE ISLAND, IL - COMPLETE
This senior living apartment building was completed in 2014. The complex features one bedroom apartments, a main dining room, private dining rooms, business center, billiards and recreation rooms, fitness center, lounges, and a library. The construction cost for this complex is $17M.

COTTAGES AT CATHEDRAL SQUARE
BELLEVILLE, IL - COMPLETE
Completed in 2015, this development features clusters of free-standing villa-style units and a two-story apartment building that are reminiscent of cottages in their scale and design. The cottages, built on land once owned by the Roman Catholic Archdiocese of Bellevue, features a community room, fitness center, planting gardens, and patios. The total construction cost is $8M.

DEVELOPER'S QUALIFICATIONS
PREVIOUS EXPERIENCE
7.28.2016
AN ORDINANCE

Authorizing the City Manager to Negotiate the Sale of City-Owned Real Property Located at 1714-1720 Chicago Avenue

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The City Council hereby authorizes the City Manager to negotiate with potential purchaser for a sale and development agreement with a development partnership consisting of the following principal individuals: Greg Stec and Bruce Larson. This ordinance permits the City Manager to negotiate the sale of the City’s interests in the real estate legally described in Exhibit A, attached hereto and incorporated herein by reference, with a real property address of 1714-1720 Chicago Avenue, Evanston, Illinois 60201.

SECTION 2: Pursuant to Subsection 1-17-4-2-(B) of the Evanston City Code, 2012, as amended (the “City Code”), an affirmative vote of two-thirds (⅔) of the elected Aldermen is required to accept the recommendation of the City Manager on the negotiation authorized herein. The City reserves the right to reject any and all negotiations.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
SECTION 5: If any provision of this Ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

SECTION 6: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Ayes: ______________
Nays: ______________

Introduced:_______________, 2017

Approved:__________________________, 2017

______________________________
Elizabeth B. Tisdahl, Mayor

Attest: ________________________

Approved as to form:

______________________________
Rodney Greene, City Clerk

______________________________
W. Grant Farrar, Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION

LOT 13 IN BLOCK 15 IN THE VILLAGE, NOW CITY, OF EVANSTON IN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF SAID LOT 13 TAKEN FOR A PUBLIC ALLEY PER DOCUMENT 92870624 AND ALSO EXCEPTING ALL THAT PART OF SAID LOT 13 LYING WEST OF THE WEST LINE OF SAID ALLEY.

Real property address: 1714 Chicago Avenue, Evanston, Illinois

THE SOUTH 11 FEET OF LOT 15 AND ALL OF LOT 14 IN BLOCK 15 IN THE VILLAGE, NOW CITY, OF EVANSTON IN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM ALL THAT PART OF SAID LOT 14 TAKEN FOR A PUBLIC ALLEY PER DOCUMENT 92870624.

Real Property Address: 1720 Chicago Avenue, Evanston, Illinois

PINs: 11-18-208-014-0000 and 11-18-208-015-0000
AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN REVELLE, CHAIR

II. APPROVAL OF REGULAR MEETING MINUTES OF MARCH 27, 2017

III. ITEM FOR CONSIDERATION

(P1) Resolution 19-R-17, Authorizing the City Manager to Sign a Disconnection Petition for City Property to be Removed from Skokie Park District Territory
Staff recommends that City Council approve Resolution 19-R-17 authorizing City participation in the disconnection petition circulated by private property owners in Evanston from the Skokie Park District.
For Action

(P2) Resolution 27-R-17, Adopting an Amendment to the Downtown Plan to Add Additional Property Subject to the Downtown Plan to Guide Future Land Use Decisions and Planning
Plan Commission and staff recommend adoption of Resolution 27-R-17 amending the 2009 Downtown Plan to add five new subareas covering the geographic area roughly between Emerson Street to the south, Foster Street CTA Station to the north, the first north/south alley west of Sherman Avenue to the east, Maple Avenue to the west and properties on the north side of Emerson Street between Maple Avenue and Ridge Avenue.
For Action

(P3) Ordinance 8-O-17, Amending Portions of the City of Evanston Zoning Code Regulating Micro-Distilleries
The Plan Commission and staff recommend adoption of Ordinance 8-O-17, amending the Zoning Code’s permitted and special uses within a number of the Business, Commercial and Industrial Zoning Districts relating to micro-distilleries. Based on feedback from the Plan Commission and staff research, staff is proposing to amend the zoning ordinance to change “micro-distillery” to “craft-distillery or micro-distillery”. This modification also aligns with terminology used in the state liquor control regulations. This terminology change would require updating the sections currently regulating business and commercial districts, which permit micro-distilleries as a special use.
For Introduction
Ordinance 37-O-17, Granting Special Use Approval for a Planned Development with Rezoning and Special Use for a Convenience Store at 831 Emerson

The Plan Commission and staff recommend adoption of Ordinance 37-O-17 for approval of the Planned Development with rezoning from C1 Commercial and R5-General Residential to C1a Commercial Mixed use and a Special use for a convenience store. The 9-story 242-unit residential building would include 3,300 square feet of ground floor commercial space and 174 parking spaces on site. The development includes 10 site development allowances which can be found on the corresponding transmittal memorandum.

For Introduction

IV. ITEM FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT
Planning & Development Committee Meeting
Minutes of March 27, 2017
7:15 p.m.
James C. Lytle Council Chambers - Lorraine H. Morton Civic Center

MEMBERS PRESENT:  M. Wynne, A. Rainey, M. Tendam,
D. Holmes, J. Fiske, E. Revelle

STAFF PRESENT:  S. Mangum

OTHERS PRESENT:

PRESIDING OFFICIAL:  Ald. Revelle

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN REVELLE, CHAIR
A quorum being present, Ald. Revelle called the meeting to order at 7:16 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF FEBRUARY 13, 2017
Ald. Fiske moved to approve the minutes of the February 13, 2017 meeting, seconded by Ald. Tendam.

The committee voted unanimously 5-0, with two abstentions, to approve the March 27, 2017 minutes (Ald. Wynne abstained, Ald. Wilson absent).

III. ITEM FOR CONSIDERATION
(P1) Grant Renewal from the Affordable Housing Fund for the Homeless Management Information System to the Alliance to End Homelessness in Suburban Cook County
The Housing, Homelessness, and Human Relations Commission and staff recommend approval of a renewal grant of $18,500 from the Affordable Housing Fund for the Homeless Management Information System (HMIS) to the Alliance to End Homelessness in Suburban Cook County. This database is required by HUD to track demographic data, housing, and social services for recipients of federal homeless funding, including Emergency Solutions Grant funds from the City. Funding is from the Affordable Housing Fund (Account 250.21.5465.62770), which has a budget of $27,500.

For Action

Ald. Rainey moved to approve grant renewal from the Affordable Housing Fund for the Homeless Management Information System to the Alliance to End Homelessness in Suburban Cook County, seconded by Ald. Wynne. The Committee voted unanimously, 6-0, to approve said grant renewal.
(P2) Resolution 27-R-17, Adopting an Amendment to the Downtown Plan to Add Additional Property Subject to the Downtown Plan to Guide Future Land Use Decisions and Planning
Plan Commission and staff recommend adoption of Resolution 27-R-17 amending the 2009 Downtown Plan to add five new subareas covering the geographic area roughly between Emerson Street to the south, Foster Street CTA Station to the north, the first north/south alley west of Sherman Avenue to the east, Maple Avenue to the west and properties on the north side of Emerson Street between Maple Avenue and Ridge Avenue.

For Action

Ald. Revelle continued action on Resolution 27-R-17 to April 10 meeting, but opened public comment for speaker present at March 27 meeting.

Carlis Sutton, speaker, stated opposition to Resolution 27-R-17 because it includes property south of Emerson Street, and Mr. Sutton requested resident input on this matter.

(P3) Ordinance 25-O-17 Granting Major Zoning Relief for a Circular Driveway Fronting Sheridan Rd. at 2658 Sheridan Rd.
City staff recommends adoption of Ordinance 25-O-17 granting major zoning relief to construct a circular driveway fronting Sheridan Rd. where circular driveways are only permitted when fronting Ridge Ave. or Crawford Ave. in the R1 Single Family Residential District. The applicant has complied with all zoning requirements and meets all of the standards for a variation for this district.

For Introduction

Ald. Rainey moved to introduce Ordinance 25-O-17, seconded by Ald. Tendam. The Committee voted unanimously, 6-0, to introduce Ordinance 25-O-17.

(P4) Ordinance 26-O-17, Granting a Special Use for a Type 2 Restaurant with Coffee Roasting at Backlot Coffee
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 26-O-17 granting special use approval for a Type 2 Restaurant, Backlot Coffee, with coffee roasting at 2006 Central Street in the B1a Business District and the oCSC Central Street Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Revelle requests suspension of the rules for introduction and adoption at the March 27, 2017 City Council meeting.

For Introduction and Action

Ald. Revelle noted that the storefront to be vacated by Backlot Coffee had received a storefront modernization grant. Tag’s Bakery will take on that space, and will assume responsibilities for the aforementioned grant.
Ald. Rainey moved to introduce and approve Ordinance 26-O-17, seconded by Ald. Tendam. The Committee voted unanimously, 6-0, to introduce and approve Ordinance 26-O-17.

IV. ITEM FOR DISCUSSION
There were no items for discussion.

V. COMMUNICATIONS
There were no communications.

VI. ADJOURNMENT
Ald. Fiske moved to adjourn, seconded by Ald. Holmes.

The committee voted unanimously 6-0 to adjourn.

The meeting adjourned at 7:22 p.m.

Respectfully submitted,
Nicholas Zettel
To: Honorable Mayor and Members of the City Council
From: Martin Lyons, Assistant City Manager / CFO
Subject: Resolution 19-R-17, Disconnection of City Property from Skokie Park District
Date: April 5, 2017

Recommendation:
Staff recommends that City Council approve Resolution 19-R-17 authorizing City participation in the disconnection petition circulated by private property owners in Evanston from the Skokie Park District.

Livability Benefits:

Discussion:
The City received the attached request to participate in a disconnection petition circulated by private property owners living in Evanston. The Northwest corner of the City (6th Ward) is shown in County tax records as being both in the City of Evanston and in the Skokie Park District. While it is not uncommon in Illinois to have overlapping boundaries of Park Districts and municipalities, this situation usually occurs when the municipality does not provide Parks and Recreation Services. As noted below, this is not the case with the Evanston properties under discussion. Because the City’s Parks Recreation and Community Services Department is a part of the General Fund, residents in this area are taxed by both the City and the Skokie Park District with no practical way to remove one of the taxes from the tax bill, short of disconnection from one entity or the other. City staff does not support, nor are the residents in the area requesting disconnection from the City of Evanston.

The City of Evanston owns property in the area and our participation is requested to meet statutory requirements for the petition outlined below. The Park District Code, 70 ILCS 1205/3-6 authorizes the disconnection of territory from a park district by petition of a (1) a majority of property owners of land in the territory proposed for disconnection;
and (2) the owners of record of more than one half of the area to be disconnected have executed the petition.

The City property in question represents approximately 81,000 square feet and represents four parcels listed below.

Strip along Harrison  10-10-201-065-0000
Strip along Crawford  10-10-201-069-0000
Strip along Crawford  10-10-201-070-0000
North Water Standpipe  10-10-200-004-0000

If the petition meets the minimum thresholds set forth above, it will be filed with the secretary of the Skokie Park District requesting the disconnection. The petition is then placed on a future agenda of the Skokie Park District Board to be reviewed at least 30 days after the date of filing. The petition must be accompanied by a certificate from the Cook County Clerk showing that all park district assessments are fully paid. The Skokie Park District may, in their discretion, disconnect the territory from the park district by an ordinance passed by a majority of the members of the governing board.

**Attachments:**
Resolution 19-R-17
Petition Map and Request
19-R-17

A RESOLUTION

Authorizing the City Manager to Sign a Disconnection Petition for City Property to be Removed from the Skokie Park District Territory

WHEREAS, The City of Evanston owns four parcels of property in Northwest Evanston notated on the map attached as Exhibit A and incorporated herein by reference; and

WHEREAS, Each parcel is located in the City of Evanston and thus within the Evanston Parks, Recreation and Community Services Department service area and recently learned also included within the Skokie Park District; and

WHEREAS, Several Evanston private property owners seek to disconnect from the Skokie Park District given that they are already within the Evanston Parks service area and seek City participation in the disconnection petition; and

WHEREAS, the City Council finds it in the best interests of Evanston to have City property only located within our Parks, Recreation and Community Services Department service area,

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: The City Council of the City of Evanston in accordance with the procedures set forth in the Park District Code, 70 ILCS 1205/3-6, hereby agrees to petition the Skokie Park District to disconnect the parcels depicted on Exhibit A and include the following City parcels each with no c
ommon address (the “Subject Properties”):

<table>
<thead>
<tr>
<th>Property Description</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strip along Harrison Street</td>
<td>10-10-201-065-0000</td>
</tr>
<tr>
<td>Strip along Crawford Avenue</td>
<td>10-10-201-069-0000</td>
</tr>
<tr>
<td>Strip along Crawford Avenue</td>
<td>10-10-201-070-0000</td>
</tr>
<tr>
<td>North Water Standpipe</td>
<td>10-10-200-004-0000</td>
</tr>
</tbody>
</table>

**SECTION 2:** The City Manager is hereby authorized and directed to sign
the disconnection petition and all other required documents to remove the City parcels
from the Skokie Park District.

**SECTION 3:** This resolution shall be in full force and effect from and after
its passage and approval, in the manner provided by law.

______________________________                  
Elizabeth B. Tisdahl, Mayor

Attest:

______________________________                  
Rodney Greene, City Clerk

Adopted: __________________________, 2017
EXHIBIT A

DISCONNECTION PETITION AREA MAP
Map of Territory Covered by Petition

Circled PINS are owned by City of Evanston
Request for City of Evanston support on Petition to Disconnect from Skokie Park District

A group of Evanston property owners in the 3 blocks of Northwest Evanston bounded by Crawford to the East, Central to the North and Greeley to the West have been working since January on a petition to Disconnect from the Skokie Park District.

- Territory in question was annexed into City of Evanston on March 1, 1937. Per documentation found at the Skokie History Museum, the territory at one time may have been part of Skokie, although legal documentation on that has not been found by the Cook County Clerk’s office.

- Since municipal park services are part of the city budget in Evanston, this means that property owners in the 3 affected blocks are paying twice for municipal park services.

- For 2015, Skokie Park District taxes for these owners were 4.84% of total taxes, or $64,288 (average of $367 per tax-paying parcel)

- Under Special Districts (70 ILCS 1205) Park District Code, a territory that is within a municipality that offers 2 or more park areas within its corporate limits may petition to Disconnect from a park district.

- To be considered by the clerk’s office and the park district, the petition in this case must have the support of more than half of the property owners and the property owners that sign must be owners of record of more than half of the land territory
  
  - The petition currently has 112 signatures out of 180 parcels (the North Pointe Condominium is 118 out of 180 parcels)
  
  - The property owners that have signed the petition so far own 54.8% of the land territory (462,501 square feet out of 843,510 total square feet)

- Organizers are requesting the City of Evanston’s support in this petition effort since Evanston owns 4 parcels covering a total of 81,310 square feet within these 3 blocks. The 4 parcels include the following

  - Water tower 40,495 square feet
  - Land along Crawford 10,763 square feet
  - Land along Crawford 10,758 square feet
  - Land along Harrison 19,294 square feet

- City of Evanston support for this petition will bring petition total to 116 property owners and 64.45% of land territory
Memorandum

To: Honorable Mayor and Members of the City Council
   Planning and Development Committee

From: Scott Mangum, Acting Director of Community Development
      Meagan Jones, Neighborhood and Land Use Planner

Subject: Resolution 27-R-17, North Downtown Area Planning

Date: March 16, 2017

Recommended Action
Plan Commission and staff recommend adoption of Resolution 27-R-17 amending the 2009 Downtown Plan to add five new subareas covering the geographic area roughly between Emerson Street to the south, Foster Street CTA Station to the north, the first north/south alley west of Sherman Avenue to the east, Maple Avenue to the west and properties on the north side of Emerson Street between Maple Avenue and Ridge Avenue (Draft Plan Amendment attached as Exhibit 2 in the Resolution).

A summary of the planning process and detail of staff’s proposal are included below.

Livability Benefits
Built Environment: Provide compact and complete streets and neighborhoods

Background
At the September 26, 2016 Planning and Development Committee meeting, the committee directed staff to amend the 2009 Downtown Plan to add five new subareas covering the geographic area roughly between Emerson Street to the south, Foster Street to the north, the first north/south alley west of Sherman Avenue the east and Maple Avenue to the west with several additional properties on the north side of Emerson from Maple Avenue to Ridge Avenue. This direction came after a planning process which included preliminary research by staff, community outreach and discussions with owners of several larger properties within the area.

Staff held two community meetings, one in May and the second in June of 2016 and created an email address in order to obtain ideas and comments from the community. A page on the City’s website was also established to share documents and information regarding the planning process. Additionally, staff reached out to the owners (or
representatives) of the 831 Emerson site, the Engelhart Hall and the shopping center at the corner of Ridge Avenue and Emerson Street regarding future plans for these locations.

Staff Recommendation
Based on these conversations, feedback received from residents and stakeholders, current trends in development, possible development sites and the increased demand in housing in close proximity to transit, staff proposes to amend the 2009 Downtown Plan to include an additional five subareas north of the existing downtown plan boundary (outlined in the map below).

- N - TOD
- Na - TOD
- O - Transitional
- P - Traditional
- Q - Transitional

The new subareas are designated and titled similarly to those within the existing 2009 Downtown Plan, providing guidelines addressing community concerns regarding uses, density and neighborhood context for future development. Within each subarea description are also suggestions for proposed building materials and designs as well as examples of neighborhood context.

A brief summary of the five subareas is below with more detailed descriptions of existing area conditions, zoning and preferred development uses and design contained within the attached draft Plan Amendment.
The plan area, being adjacent to both the higher density downtown districts to the south and the lower density residential districts to the north, provides an opportunity to act as a transition between the two areas and utilize the existing amenities of the Foster Street CTA station and the existing neighborhood commercial area along Maple Avenue and Foster Street. The proposed densities and uses are similar to those within the existing Downtown Plan’s Traditional and University Link subareas.
Staff also added a brief section which addresses potential implementation strategies, emphasizing the small commercial area located along the west side of Maple Avenue and the north side of Foster Street. Existing economic development programs such as the Storefront Modernization Program can assist in improving the aesthetics within the area and encourage upgrading of existing buildings. The Great Merchants Grant and Special Service Areas (SSA) are also potential tools that could be used to further promote the area and could be adjusted as more businesses open within the commercial district.

Legislative History
January 11, 2017 – The Plan Commission recommended approval of the proposed text amendment with minor revisions with a 6-0 vote.

December 14, 2016 – The Plan Commission began review of the proposed amendment and requested that additional language be added regarding use and implementation. The Commission voted to continue the item to the January 2017 meeting.

Attachments
Resolution 27-R-17
Minutes from the December 14, 2016 and January 11, 2017 Plan Commission Meetings
North Downtown Planning webpage
Link to the Downtown Plan
27-R-17

A RESOLUTION

Adopting an Amendment to the Downtown Plan to add additional Property Subject to the Downtown Plan to Guide Future Land Use Decisions and Planning

WHEREAS, on May 8, 2000, the City of the Evanston (the “City”) adopted the 2000 Update to the Evanston Comprehensive General Plan; and

WHEREAS, the Comprehensive Plan is the official statement/policy of the City of Evanston regarding the physical development of the community. The Plan is a statement of community values and recommendations for interpreting said values into future land use. The Comprehensive Plan acts as a guide for local policies, such as the Zoning Ordinance; and

WHEREAS, area planning documents, such as the 2009 Downtown Evanston Plan serve to supplement the Comprehensive Plan, providing more tailored guidelines and vision for development of a certain area; and

WHEREAS, the City Council desires to amend the Downtown Plan to add additional Property and Guidelines to the Downtown Plan,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The foregoing recitals are incorporated herein as findings of the City Council of the City of Evanston, Illinois.
SECTION 2: The City of Evanston Downtown Plan, attached as Exhibit 1, is hereby amended to add the North Downtown Plan, attached as Exhibit 2 to the Downtown Plan.

SECTION 3: This Resolution 27-R-17 shall be in full force and effect from and after its passage and approval in the manner provided by law.

_______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

_______________________________
Rodney Greene, City Clerk

Adopted: _________________, 2017
EXHIBIT 1

2009 DOWNTOWN PLAN

http://www.cityofevanston.org/assets/pdf/Adopted-Downtown-Plan.pdf
Section 1: Introduction
In February of 2016 the City of Evanston’s Planning & Development Committee identified a potential need for a “North Downtown Area” plan and directed staff to investigate a planning process. Staff conducted preliminary research including recent census data, CTA ridership statistics and details on Northwestern University’s 10 Year Housing Master Plan and presented this information at the April 18, 2016 Planning & Development Committee meeting. It was at this meeting that staff was directed to obtain community feedback regarding the possibility of adding an amendment to the existing 2009 Downtown Plan which would include the area just north of that plan’s boundary.

Staff conducted two community meetings, had discussions with several property owners and established a page on the city’s website and an email address to obtain feedback from residents and community stakeholders. Using this feedback and the data previously gathered, staff returned to the Planning & Development Committee which then recommended that the proposed amendment to the Downtown Plan be forwarded to the Plan Commission for further review.

The sections following will outline the existing neighborhood context (Section 2), the public participation process (Section 3) and the proposed amendment to the Downtown Plan (Section 4).

Major Recommendations
● **Short Term - 3 to 6 months**: Amend the Downtown Plan to include the area north of the northern boundary of the existing Downtown Study Area. This new area would create:
  - One (1) new character zone, Transit Oriented Development (TOD).
  - Five (5) new subareas in correlation with the existing and newly created character zones: N (TOD), Na (TOD), O (Transitional), P (Traditional) and Q (Transitional).
● **Long Term - 6 to 18 months**: Revise the existing 2009 Downtown Plan to be consistent with more current development trends and update the downtown area zoning district requirements (including the current Research Park zoning district). This process is likely contingent on City funding to retain a planning consultant to assist staff.
Section 2: Neighborhood Context/Existing Conditions

Evanston’s downtown area has seen a significant increase in development over the past 10 years. Recently constructed and proposed development has not only been located within the core of downtown, but also in the areas identified as Edge and Transitional Zones in the Downtown Plan. Recently built developments such as E2, at 1881 Oak and 1890 Maple Avenues, 1717 Ridge Avenue and the recently approved development at 1815 Ridge/Oak Avenue sit along the current Downtown Plan boundary. A proposed redevelopment of 831 Emerson Street, a largely vacant 2-story commercial retail center which is located just north of the Downtown Plan’s Emerson Street border, would have constructed a 12-story, 260-unit multi-family residence (targeted to students) with ground floor commercial space. This project was denied by the City Council but sparked greater community conversations regarding the type of development that should occur just north of the downtown, where there is no official City planning document.

The area roughly between Emerson Street to the south, Foster Street to the north, Ridge Avenue to the west and Sherman Avenue to the east consists of a mix of single family homes, multi-family buildings, Northwestern University student housing, and several commercial nodes including a small neighborhood retail district along Maple Avenue and Foster Street. This area also consists of seven different zoning districts: R4a, R5 and R6 General Residential, B1 Business, C1 and C2 Commercial and U1a University Housing and Parking (see Figure 1: Existing Zoning and Recent Planned Development Sites) which contributes to the variety of different uses and building types seen within the area.

Table 1: Existing Building Heights

<table>
<thead>
<tr>
<th>Development</th>
<th>Address</th>
<th>Existing Zoning</th>
<th>Height (stories)</th>
</tr>
</thead>
<tbody>
<tr>
<td>E2</td>
<td>1890 Maple Ave.</td>
<td>RP</td>
<td>16; 14</td>
</tr>
<tr>
<td>Primm Tower</td>
<td>1001 Emerson St.</td>
<td>R6</td>
<td>9</td>
</tr>
<tr>
<td>Engelhard Hall</td>
<td>1915 Maple Ave.</td>
<td>R6</td>
<td>10</td>
</tr>
<tr>
<td>Perlman Apartments</td>
<td>1900 Sherman Ave.</td>
<td>R6</td>
<td>11</td>
</tr>
<tr>
<td>The Reserve</td>
<td>1930 Ridge Ave.</td>
<td>R5</td>
<td>4</td>
</tr>
<tr>
<td>Sherman Gardens</td>
<td>1850-1866 Sherman Ave.</td>
<td>R6</td>
<td>7</td>
</tr>
</tbody>
</table>

The neighborhood is also bisected by the CTA Purple Line which has a station located on Foster Street. Between 2005 and 2015 ridership at this station increased by 38.8% (50.4% on weekends and 26.6% on weekdays), serving both Northwestern students and staff as well as nearby neighborhood residents. Within a short walking distance of the station are several small neighborhood shops including a salon, convenience store, restaurant, and sign shop, as well as several office uses, a small nursery school and dance studio along Foster Street. These buildings are generally older,
some having undergone exterior and interior upgrades in recent years and others in need of façade improvements or redevelopment to create a better pedestrian experience. Parking for the area is largely on-street with many buildings having a small number of parking spaces for building residents or business employees. Engelhart Hall, a 10-story graduate student housing building, is the exception with approximately 44,150 square feet of surface parking area north of the building with 130 spaces (in addition to the 119 within the building’s underground parking and 88 surface spaces just east of the building). The entire site, bordered to the east by the CTA tracks and to the north by Foster Street, totals 117,129 square feet (or approximately 2.68 acres) in size.

Engelhart Hall and the parking lot just north of the building

Along Emerson Street is also a mix of uses and building design. Just west of Sherman is Perlman Apartments, an 11-story Housing Authority of Cook County senior residence, which sits adjacent to 831 Emerson Street. The CTA purple line runs adjacent to this building and Engelhart Hall to the west. Across the street from Engelhart Hall to the west is the 9-story Ebenezer Primm Towers, a senior housing facility operated by Ebenezer AME Church. Moving further west down Emerson Street are several multi-family buildings, Ebenezer AME Church and another 2-story shopping center with surface parking. This block sits directly across the street from the newly constructed E2 development which consists of a 14-story and 16-story residential building of rental units with limited ground floor commercial space.

Recently constructed E2 apartment building (left) across from Ebenezer Primm Towers (right)
Figure 1: Existing Zoning and Recent Planned Development Sites

North Downtown Plan Amendment
Section 3: Public Participation

On April 18, 2016, staff presented preliminary information on the proposed “North Downtown Planning Area” to the Planning & Development Committee which directed staff to obtain additional information and begin community outreach for resident and stakeholder feedback. Staff set out to obtain this information through community meetings and via email, as well as setting up a webpage dedicated to the planning effort for the area.

COMMUNITY MEETINGS

Two community meetings were held with the goal of obtaining more specific information on what residents and stakeholders in the area would like to see for an area boundary, land uses and building design. The first meeting was held on May 18, 2016. This meeting, attended by 75 residents, stakeholders and elected officials sought feedback on a possible border for the study area and main themes that should be included in the study. Attendees were able to have roundtable discussions around transit improvements, density and land use, housing and other quality of life issues. Each table was then able to provide a proposed boundary they felt should be the focus of the study.

The second community meeting took place on June 15, 2016 and focused on land uses and preferred building design for future development. The 35 attendees had roundtable discussions which included “land use maps” on which each table was able to mark with stickers of varying colors to signify uses they believed would best within the boundaries. They were then able to write the preferred height on those stickers to address density. During the discussion, staff noted design and building material preferences.

Community Feedback

The general boundaries that meeting attendees drew included Emerson Street on the south up to Noyes Street on the north, Sherman Avenue on the eastern boundary to Ridge Avenue on the west. Staff used the differences in suggested boundaries and the location of potential development sites to create the boundaries as presented within this plan amendment. The northern boundary was brought further south to Foster Street due to Noyes Street having less possible development sites and feedback received from many residents to not include the existing residential areas between Noyes and Foster Streets. Residents and stakeholders also stated several major themes that should be considered or included in any updates, including maintaining and enforcing existing zoning, protecting the neighborhood context and encouraging mixed-use development and transit oriented development adjacent to the Foster Street CTA station among other items.
With regards to specific uses and density, there was general agreement that more mixed and commercial uses should be along Emerson Street with building heights that decrease as development goes further north towards the established residential areas. Greater density was preferred in the immediate vicinity of the Foster Street CTA station. Along Maple Avenue and Foster Street, attendees expressed the need to keep the neighborhood retail context, including lower density development with buildings of a masonry or wood frame construction similar to the existing buildings. In the areas along Emerson Street more contemporary design was seen as appropriate with some brick at the street level. Modulated fenestration was also mentioned as a way to bring visual interest to the buildings and help create the proper context for new development.

DISCUSSIONS WITH OWNERS OF POTENTIAL DEVELOPMENT SITES
Staff also reached out to and had conversations with the owners (or owner’s representatives) of several large sites which are considered to be possible redevelopment sites. Staff talked to Northwestern University regarding the Engelhart Hall site as well as the owners/representatives for 831 Emerson and the shopping center at the northeast corner of Ridge Avenue and Emerson Street.

Representatives from Northwestern indicated that in keeping with their requirement that all freshmen and sophomore students live on campus by Fall 2017, they would continue to construct new and renovate on-campus undergraduate dormitories, rather than graduate resident facilities. Northwestern, however, does recognize that the entire Engelhart site could accommodate a mixed-use development including university housing. Existing zoning was preferred in order to aid in completing any possible future development. Overall University parking requirements would need to be amended by the City to allow for a mixed-use development on this site.

The representative for the owner of the shopping center at the northeast corner of Ridge Avenue and Emerson Street stated that the center is fully leased but there have been interested parties looking into redeveloping the site. The representative indicated that the site is likely not at its highest and best use and could be redeveloped in the future, however, there are no plans to do so in the immediate future.

As briefly mentioned above, 831 Emerson Street, currently a mostly vacant two-story commercial building, was recently the site of a proposed redevelopment project which would have constructed a 12-story, 260-unit, mixed-use building on the site. The project was
ultimately denied by City Council, however, a new proposal is currently under review which would construct a 9-story, 242 unit mixed-use building on the site. The owners of the site believe it is most appropriate for a mixed-use redevelopment with ground floor retail and residential uses above (not targeted to students), similar to those of nearby residential buildings and developments.

Section 4: Master Plan Update

The amendment to the Downtown Plan provides guidelines for future development in an area north of downtown that has several possible development sites and could be directly affected by nearby development within the existing Downtown Plan boundary. It takes into account the Foster Street CTA transit station, suggesting the incorporation of TOD developments as well as other smart growth principles such as creating and maintaining mixed-use developments that would provide additional housing options and retail for the surrounding neighborhood. The plan amendment recognizes the unique location of this area being adjacent to both higher density downtown uses and lower density residential and neighborhood commercial districts further north. This extension of the downtown plan boundary is meant to create a transition between these two areas.

The new boundary areas, existing zoning and the location of potential development sites, are outlined in Figure 2: Updated Downtown Plan Boundary. Using the subareas identified in the original Downtown Plan and the trend towards Transit Oriented Development (TOD), the new development framework outlines 5 new subareas within 3 zones for the North Downtown Planning boundary area –Traditional, Transitional, and TOD - and makes recommendations for land use and building design directed towards the neighborhood context of those areas. These recommendations are intended to guide future development of sites that have been identified as opportunity sites for possible redevelopment.

Following are descriptions of the character and recommended development approach for each subarea.

Transit Oriented Development (TOD) Zone (N and Na)

This new zone consists of a block bordered roughly by Emerson Street to the south, Foster Street to the north, Maple Avenue to the West and the alley just west of Sherman Avenue. This zone also incorporates Primm Tower at the northwest corner of Maple Avenue and Emerson Street. The zone straddles the CTA Purple Line tracks (a primary reason for the TOD designation), currently consisting of Engelhart Hall and its parking lot, a largely vacant shopping
center, parking areas, a senior living facility and small commercial office. The shopping center, 831 Emerson, is proposed for redevelopment. Current zoning within this area is R5 and R6 General Residential, B1 Business, C1 Commercial and U1a University Housing and Parking. The 831 Emerson site is zoned C1 and, if built within zoning parameters, as indicated by Table 2: Current Zoning Allowances and Proposed Height, could reach a height of 64.5 feet with development allowances and bonuses.

As this zone is between the designated downtown area and smaller traditional commercial area, it is envisioned to be composed of two subareas: the southern portion (Subarea N) would consist of mixed-use TOD development with similar height to the existing 10-story Engelhart Hall with a range from 66 to 130 feet (6 to 12 stories). The northernmost portion of the site (Subarea Na) is adjacent to the existing neighborhood commercial district which is along the north side of Foster Street and the west side of Maple Avenue (which are included in Subarea P, described below). As that is an area with lower building height and density, this portion of the zone is envisioned to more closely match that height, density and design. Building heights would be stepped down from those fronting Emerson Street. Additional building height may be permitted when set back from Maple Avenue and Foster Street corridors, creating a building height range of 42 to 66 feet (approximately 4 to 6 stories).

Staff envisions that this area would also consist of mixed-use TOD development with smaller neighborhood scale retail on the ground floors and residences above to complement the existing commercial area and surrounding neighborhood. Specifically, this subarea would tie in to Subarea P in creating a walkable, continuous storefront along Maple Avenue and Foster Street. Northwestern University’s surface parking lot site, which has a significant amount of street frontage in this area, would play a key role in establishing this expanded neighborhood shopping district.

Buildings in this area should consist of more traditional masonry construction along Maple Avenue and Foster Streets, especially on the ground floors or first several floors of developments, as this will better fit within the existing commercial area context. A more contemporary design along Emerson Street could be considered, similar to more recent approved developments such as 1571 Maple Avenue.
Transitional Zones (O and Q)

Transitional Zones are located just north of the North Edge subarea of the original Downtown Plan along Emerson Street between Ridge Avenue and just west of Maple Avenue (excluding Primm Towers) as well as just east of the CTA tracks on the south side of Emerson. Subarea O has several residences and a two-story shopping center at the northeast corner of Ridge Avenue and Emerson Street comprised of first floor retail and office space above. Subarea Q consists of a one story restaurant building and small bank. The current zoning is C2 Commercial and R6 General Residential.

There is denser multi-family residential and mid-rise office buildings located across the street from this stretch of Emerson Street in the part of downtown zoned RP, Research Park. The recently built E2 development consists of a 14-story and a 16-story building with townhomes and a small amount of commercial space on the ground floor.

The Transitional Zone is envisioned as an area to step down from the downtown density and height in order to create a transition to the lower density residential areas to the north. New development should be mixed-use with retail and active uses on the ground level and office or residential uses above. The amount of ground floor retail space that can be supported by the market may be more limited in this area, but new buildings should provide active spaces at street level. Building heights should range from 66 to 110 feet (approximately 6 to 10 stories). Additionally, future development in Subarea Q would need to vacate a portion of Benson Avenue in order to create a more developable site. Building design in these subareas along Emerson could be more contemporary in nature, incorporating more glass and metal with masonry on the ground levels, but still keeping area context in mind.

Traditional Zone (P)

This would be the fifth Traditional Subarea of the Downtown Plan. This northernmost traditional zone is a small neighborhood commercial area with smaller scaled buildings and shops convenient to surrounding residents. It is along the western side of Maple Avenue, north of Primm Tower, and along the north side of Foster Street going east incorporating the mixed use building east of the CTA tracks. The boundaries of this area largely follow the existing B1 Business zoning and are meant to include the existing businesses and buildings that would maintain a continuous commercial function.
district. In addition to the B1 Business zoning, existing zoning is and R4a and R5 General Residential.

Subarea P should have low-rise mixed-use or commercial retail uses which keeps the existing local commercial district intact. As mentioned above, Subarea Na would complement this subarea in order to create a continuity of storefronts for a larger commercial district encompassing both sides of Maple Avenue and Foster Street. The larger commercial area would have a pedestrian friendly scale with a wider variety of businesses for nearby residents and visitors. As with the other traditional zones within the Downtown Plan and Subarea Na, new development should maintain the existing neighborhood context with a building height of 42 to 66 feet (4 to 6 stories) and decreasing density as the development moves away from the Foster Street transit station. Building design and materials should have a more traditional design and consist of masonry or wood frame construction to fit within the existing neighborhood buildings. Design and context could be similar to that seen along Central Street or in the neighborhood business district of Noyes Street that is north of this area.
Figure 2: Updated Downtown Plan Boundary
ZONING ALLOWANCES WITHIN THE SUBAREAS

It is important to note what the current zoning allows by right and through possible site development allowances within each of these new Subareas. As the proposed boundaries are located within a designated TOD area, future residential developments providing on-site affordable units may also qualify for development bonuses through the Inclusionary Housing Ordinance (IHO). The chart below breaks down the varying allowances and bonuses.

Table 2: Current Zoning Allowances and Proposed Height

<table>
<thead>
<tr>
<th>Character Subareas</th>
<th>Maximum Height by Zoning District (feet)</th>
<th>Proposed Maximum Height Range (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Base</td>
<td>w/IHO Bonuses</td>
</tr>
<tr>
<td>TOD Zone (N)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C1</td>
<td>45</td>
<td>49.5</td>
</tr>
<tr>
<td>R5</td>
<td>50</td>
<td>55</td>
</tr>
<tr>
<td>R6</td>
<td>85</td>
<td>93.5</td>
</tr>
<tr>
<td>TOD Zone (Na)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R5</td>
<td>50</td>
<td>55</td>
</tr>
<tr>
<td>B1</td>
<td>40</td>
<td>44</td>
</tr>
<tr>
<td>U1a</td>
<td>45 (bldg.)</td>
<td>49.5 (bldg.)</td>
</tr>
<tr>
<td>75 (parking)</td>
<td>82.5 (parking)</td>
<td>82.5 (parking)</td>
</tr>
<tr>
<td>Traditional Zone (P)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B1</td>
<td>40</td>
<td>44</td>
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<tr>
<td>R4a</td>
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<td>R5</td>
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<td>55</td>
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<td>Transitional Zone (O)</td>
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<tr>
<td>C2</td>
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<td>R6</td>
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<tr>
<td>Transitional Zone (Q)</td>
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<tr>
<td>C2</td>
<td>45</td>
<td>49.5</td>
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</tbody>
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Note: Proposed Maximum Height Range incorporates possible development bonuses and allowances.

IMPLEMENTATION

This amendment will act as a guide for how future development should fit into the existing context of the area north of downtown in terms of height, use, and design. As mentioned above, the underlying zoning will regulate what can and cannot be built within the area, however, this document will speak to the type of development that should occur and how it should fit with the existing uses and building designs in the area.

As stated in the introduction, the recommended long-term goal is to update the entire Downtown Plan which would include the proposed amendment area as well as rezoning of the area RP Research Park District. A broader rezoning effort would be included for this area in an
effort to have regulations which better address current development trends and needs of the community. This broader effort would be dependent upon the securing of funding in order to hire a consultant to assist in these updates.

Specifically addressing the neighborhood commercial areas, there is a possibility to utilize existing economic development tools such as the Storefront Modernization Program to improve the facades and interiors of the small businesses located along Maple Avenue and Foster Street, or the Great Merchants Grant to promote the neighborhood area should a merchants association be established in the future. Longer range, there may be an opportunity to establish a Special Service Area (SSA) that could address additional promotional, beautification or maintenance needs of the business district within the area. A similar action was taken with the Main-Dempster Mile, an SSA which combined two merchant associations and has seen some success within its short tenure. Another possible economic development tool for this area could be the establishment of a Tax Increment Financing (TIF) District. Establishment of a TIF District would have the potential to assist in funding desirable development in this area as well as provide a possible funding source for transit station improvements, park upgrades, and other infrastructure modernization.

Evanston TOD Parking Study
The parking requirements within the subareas are determined by the City’s zoning ordinance. As with other Inclusionary Housing Ordinance bonuses, if a development provides on-site affordable housing they will receive a parking reduction bonus. As part of efforts to make sure current zoning regulations reflect changes in multi-modal transportation trends and actual parking usage observed at recent residential and mixed-use developments, the City applied for and was awarded a grant from the Regional Transportation Authority (RTA) through its 2015 Community Planning Program to examine parking regulations in Metra and CTA transit-served areas.

Additionally, as part of the study staff will be seeking to establish indoor and outdoor bike parking requirements and design standards for new commercial and multi-family residential developments, as outlined within the TOD Parking Study and the City’s Multi-Modal Plan.

The study has been drafted and is currently under review. Staff will present it to the City’s Parking & Transportation Committee and Plan Commission in Spring 2017. It will then be presented to Planning & Development Committee and City Council.

Proposed Next Steps – North Downtown Plan
Staff will bring the proposed plan amendment document before the Plan Commission, Planning & Development Committee and City Council for review, recommendations, and approval. The tentative timeline for this process is outlined below:

- December 2016 – 1st presentation to Plan Commission.
- January/February 2017 – Incorporate revisions into the plan document and return to Plan Commission for final recommendation.
• March/April 2017 – 1st Presentation to Planning & Development Committee.
• May/June 2017 – Incorporate revisions into plan document and return to Planning & Development Committee and City Council for final approval.
MEETING MINUTES
PLAN COMMISSION
Wednesday, December 14, 2016
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Jim Ford (Chair), Simon Belisle, Terri Dubin, Carol Goddard, Colby Lewis, Peter Isaac, Patrick Brown,

Members Absent: Andrew Pigozzi

Associate Members Present: none

Associate Members Absent: Scott Peters

Staff Present: Meagan Jones, Neighborhood and Land Use Planner
Scott Mangum, Planning and Zoning Administrator

Presiding Member: Jim Ford, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM
Chairman Ford called the meeting to order at 7:03 P.M. and introduced Scott Mangum, the new Planning and Zoning Administrator for the Community Development Department.

2. APPROVAL OF MEETING MINUTES: September 14, 2016
Commissioner Lewis made a motion to approve the minutes from September 14, 2016. Commissioner Goddard seconded the motion.

A voice vote was taken and the minutes were approved, 6-0, with one abstention.

3. NEW BUSINESS
Chairman Ford explained that the agenda item for old business is a continuation from the August Plan Commission meeting.

A. NORTH DOWNTOWN PLANNING
The City of Evanston proposes to amend the Downtown Plan to expand its boundaries by including an area roughly between Emerson Street to the south, Foster Street CTA Station to the north, the first north/south alley west of Sherman Avenue to the east, Maple Avenue to the west and properties on the north side of Emerson Street between Maple Avenue and Ridge Avenue. The plan amendment is intended to help guide future development in this area north of downtown.
Ms. Jones presented an overview of the planning process leading to the proposed amendment before the Commission then explained the details of proposal. Staff is proposing to amend the 2009 Downtown Plan to expand its boundaries to include 5 new subareas north of downtown: N- TOD, Na – TOD, O- Transitional, P- Traditional and Q – Transitional. Ms. Jones described the subarea boundaries as well as proposed uses, density and building design and materials that would be preferred for new development within each subarea.

Chair Ford opened the hearing to Commissioner questions and comments. There was a general agreement that the proposed plan amendment was a step in the right direction with some questions regarding the intention of the plan, boundary and subarea determination as well as including a broader vision within the plan.

Chair Ford opened the hearing to questions and comments from the public. Nine members of the public spoke. General questions and comments included:

- Clarification on why certain boundaries were chosen;
- A discussion on Subarea P and its necessity within the plan;
- Concern over what would be allowed to be built at the 831 Emerson site; and
- Impact of the plan on the existing zoning within the area boundaries.

Staff responded to the discussion items, clarifying that boundaries for the subareas were chosen based on stakeholder feedback, existing conditions and zoning as well as the location of possible development sites. Staff then emphasized that the proposed amendment would not alter the existing zoning within the area boundaries but is intended to be used with the zoning code to guide future development in the area; broader visioning for the area can be added. With regards to the 831 Emerson site, staff is expecting a new development proposal in the near future.

Commissioner Dubin made a motion to return the proposal to staff for revisions. Commissioner Lewis seconded the motion. The motion was approved unanimously 7-0.

Commissioner Goddard then made a motion to continue the agenda item to the January 11, 2017 meeting. Commissioner Dubin seconded the motion. The motion was approved unanimously 7-0.

4. OTHER BUSINESS

   A. 2017 PLAN COMMISSION SCHEDULE

Commissioner Lewis made a motion to approve the 2017 Plan Commission Schedule. Commissioner Belisle seconded the motion. The motion was approved unanimously 7-0.

   B. ELECTION OF CHAIR, VICE-CHAIR AND APPOINTMENTS OF LIAISONS AND ZONING COMMITTEE MEMBERS

Commissioner Lewis nominated Chair Ford as Chair, seconded by Commissioner Goddard.
Commissioner Isaac moved to approve Chair Ford as Plan Commission Chair. Commissioner Goddard seconded the motion. The motion was approved unanimously 6-0, with Chair Ford abstaining.

Commissioner Goddard nominated Commissioner Lewis as Vice-Chair, seconded by Commissioner Isaac.

Commissioner Isaac moved to approve Commissioner Lewis as Vice-Chair. Commissioner Belisle seconded the motion. The motion was approved unanimously 6-0, with Commissioner Lewis abstaining.

Chair Ford listed the Commissioners who acted as liaisons for various Boards and Committees and asked if there were any proposed changes. Hearing none, he asked for a motion.

Commissioner Goddard made a motion to retain the same Board and Committee liaisons appointments for 2017 (Economic Development Committee – Dubin; Planning & Development Committee – Lewis; Housing & Community Development Act Committee – Goddard; Transportation and Parking Committee – Ford; Public Place Names Committee – Ford; ADA Advisory Committee has been eliminated). Commissioner Belisle seconded the motion. The motion was approved unanimously 7-0.

Chair Ford stated that if there were no objections, he nominates Scott Peters to be retained as an associate member. The Commission voted unanimously, 7-0, to approve the nomination

5. PUBLIC COMMENT

Ms. Jones stated that a new Commissioner has been appointed and will likely attend the January 11th Plan Commission meeting.

6. ADJOURNMENT

Commissioner Belisle made a motion to adjourn the meeting. Commissioner Isaac seconded the motion.

A voice vote was taken and the motion was approved by voice call 7-0. The meeting was adjourned at 8:57 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
MEETING MINUTES
PLAN COMMISSION
Wednesday, January 11, 2017
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Jim Ford (Chair), Simon Belisle, Terri Dubin, Carol Goddard, Colby Lewis, Jolene Saul

Members Absent: Patrick Brown, Andrew Pigozzi, Peter Isaac

Associate Members Present: none

Associate Members Absent: Scott Peters

Staff Present: Meagan Jones, Neighborhood and Land Use Planner
                      Scott Mangum, Planning and Zoning Administrator

Presiding Member: Jim Ford, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Ford called the meeting to order at 7:01 P.M. and introduced Jolene Saul, who was recently appointed to the Plan Commission.

2. APPROVAL OF MEETING MINUTES: December 14, 2016

Chair Ford requested a change to the minutes reflecting the Associate Member, Scott Peters being voted to maintain that position. Commissioner Goddard made a motion to approve the minutes from December 14, 2016 with the suggested change. Commissioner Dubin seconded the motion.

A voice vote was taken and the minutes were approved, 5-0, with one abstention.

3. OLD BUSINESS

Chairman Ford explained that the agenda item for old business is a continuation from the December Plan Commission meeting.

A. NORTH DOWNTOWN PLANNING

The City of Evanston proposes to amend the Downtown Plan to expand its boundaries by including an area roughly between Emerson Street to the south, Foster Street CTA Station to the north, the first north/south alley west of Sherman Avenue to the east, Maple Avenue to the west and properties on the north side of Emerson Street between Maple Avenue and Ridge Avenue. The plan amendment is intended to help guide future development in this area north of downtown.
Ms. Jones presented an overview of the revisions made to the plan amendment, including further explanation regarding the determination of subarea boundaries and preferred development, the addition maps and an implementation section and other minor corrections. The staff recommendation to amend the 2009 Downtown Plan to expand its boundaries to include 5 new subareas north of downtown is unchanged. Ms. Jones then reviewed the subareas and the preferred uses, density and building design and materials that would be preferred for new development.

Chair Ford opened the hearing to Commissioner questions and comments. Questions and comments included:

- The future of the Foster Street CTA station
- Clarification on the changes made (substantive versus language and description).
- Concerns of the height proposed at each of the corners of the intersection of Maple Avenue and Foster Street.
- Consideration of pedestrian changes to the area near the Foster Street Station

Chair Ford opened the hearing to questions and comments from the public. Four members of the public spoke. General questions and comments included:

- Defining “contemporary” building design and how future development would fit within existing development;
- Intentions for zoning district regulations within the area in the future.
- Possible projects that may be permitted or proposed within these subareas.

Ms. Jones responded to these discussion items, clarifying revisions made to the proposed amendment and emphasizing that the proposed plan does not propose zoning changes. She gave some examples of development that could take place and indicated that those developments would go through several levels of review. Staff then stated that, at this time, the Foster Street CTA station will remain open despite some discussion indicating otherwise.

The Commission began their deliberation with additional discussion centered on development near the intersection of Maple Avenue and Foster Street. Examples of other commercial areas such as Central Street and the west end of Davis Street were discussed as points of reference for height and density. Comments were made about the need for a continuous storefront along these streets and to emphasize the importance of the Northwestern University parking lot site. It was suggested that more language be added to this point as well as the need for small neighborhood scale development along both sides of Maple Avenue and Foster Streets.

Commissioner Goddard then made a motion to recommend approval of the proposed plan amendment to City Council with the suggested revisions. Commissioner Lewis seconded the motion. The motion was approved unanimously 6-0.
4. PUBLIC COMMENT

A resident gave some background information regarding past plans for Northwestern University’s surface parking lot at Foster Street and Maple Avenue which were tabled some time ago.

5. ADJOURNMENT

Commissioner Dubin made a motion to adjourn the meeting. Commissioner Saul seconded the motion.

A voice vote was taken and the motion was approved by voice call 6-0. The meeting was adjourned at 8:08 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Scott Mangum, Interim Director of Community Development
Meagan Jones, Neighborhood and Land Use Planner

Subject: Ordinance 8-O-17
Amend Permitted and Special Uses Within a Number of the Business,
17PLND-0016

Date: March 30, 2017

Recommended Action:
The Plan Commission and staff recommend adoption of Ordinance 8-O-17, amending
the Zoning Code’s permitted and special uses within a number of the Business,
Commercial and Industrial Zoning Districts relating to micro-distilleries.

Livability Benefits
Economy & Jobs: Retain and expand local businesses and expand job opportunities.

Background
Craft Breweries and micro-distilleries have increased in number in recent years in
Evanston. Currently craft-breweries are permitted in a number of zoning districts, both
by right and as a special use, including business, commercial, industrial, downtown and
the research park zoning districts. Micro-distilleries, however, are only permitted as a
special use in the B1, B1a, B2 and B3 business districts and the C1, C1a and C2
commercial districts despite being similar in use.

Existing and recently approved craft-breweries are located in the B2 and B3 Business
Districts, C1 Commercial District, D2 Downtown District and I2 Industrial District.
Existing micro-distilleries are located in the B2 and C1a Districts. Both micro-distillery
and craft brewery uses are also regulated outside of zoning regulations by Title 3,
Chapter 4 of the City Code (Liquor Control Regulations).

Proposal Overview
Based on feedback from the Plan Commission and staff research, staff is proposing to
amend the zoning ordinance to change “micro-distillery” to “craft-distillery or micro-
distillery”. This modification also aligns with terminology used in the state liquor control
regulations. This terminology change would require updating the sections currently
regulating business and commercial districts, which permit micro-distilleries as a special use (specifically, Sections 6-9-2-3, 6-9-3-3, 6-9-4-3, 6-9-5-3, 6-10-2-3, 6-10-3-3 and 6-10-4-3).

Staff also proposes to include “craft-distillery or micro-distillery” as a permitted or special use in zoning districts which currently allow craft-breweries as either a permitted or special use. Specifically the change would require updating the Permitted sections for the I1, I2, I3 Industrial Districts and the MU, MUE, MXE zoning districts (Sections 6-14-2-2, 6-14-3-2, 6-14-4-2, 6-13-2-2, 6-13-3-2 and 6-13-4-2.–Permitted Uses). A portion of Section 6-13-4-2. - Permitted Uses is outlined below as an example of the change:

6-13-4-2. - PERMITTED USES.
The following uses are permitted in the MXE district:

- Artist studio.
- Building materials establishment.
- Business or vocational school.
- Caterer.
- Craft-brewery.
- Craft-distillery- or micro-distillery.
- Dwelling—Single-family attached.
- Dwelling—Single-family detached.
- Dwelling—Two-family.
- Dwelling—Multiple-family.
- Educational institution—Public.
- Government institution.
- Industrial service establishment.
- Light manufacturing.

Similar to the change above, the Special Use sections for the RP Research Park District and the D1, D2, D3 and D4 Downtown Districts (Sections 6-12-2-3, 6-11-2-3, 6-11-3-4, 6-11-4-3, and 6-11-5-3 -Special Uses) would also need to be amended. A portion of Section 6-12-2-3. – Special Uses is outlined below as an example of the change:

6-12-2-3. - SPECIAL USES.
The following special uses may be permitted in the RP district, subject to the provisions set forth in Section 6-3-5 of this Title:

- Banquet hall.
- Business or vocational school.
- Craft-brewery.
- Craft-distillery- or micro-distillery.
- Open sales lot.
- Outdoor storage.
- Performance entertainment venue.
- Planned developments (subject to the requirements of Section 6-3-6 of this Title
and Section 6-12-1-7 of this Chapter).
Resale establishment.
Restaurants—Type 2.
Urban farm, rooftop.

Additionally, staff is proposing changes to the definitions for craft-breweries and micro-distilleries, with regards to regulations governing the use and inclusion of tasting rooms, as referenced below:

| CRAFT-BREWERY: | A commercial facility that; (1) produces fermented malt beverages on site in quantities 0 to 930,000 gallons (30,000 barrels) per year compliant with all applicable local, state and federal regulations; and (2) may includes an accessory tasting room in zoning districts where the facility is a Special Use. Product sampling or retail sale as may be defined and regulated by Title 3, Chapter 4 of the City Code at the facility allows customers to taste samples of products manufactured on-site and purchase related sales items. Any sale of alcohol in the tasting room or otherwise in the facility which is manufactured outside the facility is prohibited. A craft-brewery does not include restaurants with accessory brewing facilities. (Ord. No. 57-O-14, § 2, 6-9-2014) |
| CRAFT DISTILLERY- OR MICRO-DISTILLERY: | A facility that; (1) produces alcoholic beverages in quantities compliant with all applicable local, state and federal regulations; not to exceed thirty-five thousand (35,000) gallons per year and (2) includes an accessory tasting room in zoning districts where the facility is a Special Use. A tasting room allows customers to taste samples of products manufactured on-site and purchase related sales items. Sales of alcohols manufactured outside the facility are prohibited. (Ord. No. 71-O-10, § 2, 10-25-2010; Ord. No. 38-O-13, § 2, 5-13-2013) |

The proposal would provide for consistency between these similar uses. It is also consistent with the goals, objectives, and policies of the Comprehensive General Plan through its promotion of the growth and redevelopment of business commercial and industrial areas as well as retaining and attracting businesses. Specifically, the text amendment would both maintain and encourage smaller, local businesses, helping to add to the economic vitality of the various business and commercial districts within Evanston.

Legislative History
March 8, 2017 – The Plan Commission unanimously recommended approval of the proposed text amendment with minor amendments as presented.

Attachments
Ordinance 8-O-17
Link to Plan Commission Packet for 03/08/2017
Approved Plan Commission Minutes for the 03/08/2017 Meeting
AN ORDINANCE

Amending Portions of the City of Evanston Zoning Code Regulating Micro-Distilleries

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS THAT:

SECTION 1: Subsection 6-9-2-3, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

6-9-2-3. - SPECIAL USES.

The following uses may be allowed in the B1 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Animal hospital.
Aquaponics.
Banquet hall.
Bed and breakfast establishments.
Boarding house.
Business or vocational school.
Convenience store.
Craft-brewery.
Craft-distillery or Micro-distillery.
Daycare center—Adult.
Daycare center—Child.
Daycare center—Domestic animal.
Dwelling—Multiple-family.
Dwelling—Single-family detached.
Food store establishment.
Funeral services excluding on-site cremation.
Government institutions.
Kennel.
Membership organization.
Micro-Distillery.
Open sales lot.
Planned development.
Public utility.
Religious institution.
Resale establishment.
Residential care home—Category II.
Restaurant—Type 2 (excluding accessory drive-through facilities).
Urban farm, rooftop.
Uses permitted pursuant to Section 6-9-2-2 of this Chapter and this Section exceeding seven thousand five hundred (7,500) square feet.

SECTION 2: Subsection 6-9-3-3, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

6-9-3-3. - SPECIAL USES.

The following uses may be allowed in the B2 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Animal hospital.
Aquaponics.
Assisted living facility.
Banquet hall.
Boarding house.
Business or vocational school.
Commercial indoor recreation.
Commercial outdoor recreation.
Convenience store.
Craft-brewery.
Craft-distillery or Micro-distillery.
Daycare center—Adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).
Daycare center—Child (subject to the general requirement of Section 6-4-2, "Child Daycare Homes," of this Title).
Daycare center—Domestic animal.
Drive-through facility (accessory or principal).
Dwelling—Multiple-family.
Food store establishment.
Funeral services excluding on-site cremation.
Independent living facility.
Kennel.
Long-term care facility.
Membership organization.
Micro-Distillery.
Open sales lot.
Planned development (subject to the requirements of Section 6-9-1-9, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).

Public utility.

Resale establishment.

Residential care home—Category II (subject to the requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).

Restaurant—Type 2.

Retirement home.

Retirement hotel.

Sheltered care home.

Trade contractor (provided there is no outside storage).

Transitional treatment facility—Category III (subject to the requirements of Section 6-4-5, "Transitional Treatment Facilities," of this Title).

Urban farm, rooftop.

Uses permitted pursuant to Sections 6-9-3-2 of this Chapter and this Section exceeding twenty thousand (20,000) square feet.

**SECTION 3:** Subsection 6-9-4-3, "Special Uses," of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

**6-9-4-3. - SPECIAL USES.**

The following uses may be allowed in the B3 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Animal hospital.

Aquaponics.

Assisted living facility.

Automobile service station.

Banquet hall.

Boarding house.

Business or vocational school.

Commercial outdoor recreation.

Commercial parking lots.

Convenience store.

Craft-brewery.

Craft-distillery or Micro-distillery.

Daycare center—Adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).

Daycare center—Child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).

Daycare center—Domestic animal.

Drive-through facility (accessory or principal).

Dwelling—Multiple-family.
Food store.
Funeral services excluding on-site cremation.
Independent living facility.
Kennel.
Long-term care facility.
Membership organization.
Micro-Distillery.
Open sales lot.
Planned development (subject to the requirements of Section 6-9-1-9, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).
Public utility.
Recording studio.
Religious institution.
Resale establishment.
Residential care home—Category II (subject to the requirements of Section 6-4-4, "Residential Care Homes and Child Residential Care Homes," of this Title).
Restaurant—Type 2 (excluding accessory drive-through facilities).
Retirement home.
Retirement hotel.
Sheltered care home.
Trade contractor (provided there is no outside storage).
Transitional shelters (subject to the requirements of Section 6-3-5-11, "Additional Standards for a Special Use for Transitional Shelters," of this Title).
Transitional treatment facility—Category III (subject to the requirements of Section 6-4-5, "Transitional Treatment Facilities," of this Title).
Urban farm, rooftop.

SECTION 4: Subsection 6-9-5-3, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

6-9-5-3. - SPECIAL USES.

The following uses may be allowed in the B1a business district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Animal hospital.
Aquaponics.
Banquet hall.
Commercial indoor recreation.
Commercial outdoor recreation.
Convenience store.
Craft-brewery.
Craft-distillery or Micro-distillery.
Daycare center—Adult.
Daycare center—Child.
Daycare center—Domestic animal.
Drive-through facility (accessory or principal).
Dwelling—Multiple-family.
Food store establishment.
Funeral services, excluding on-site cremation.
Independent living facility.
Kennel.
Membership organization.
Micro-Distillery.
Planned development.
Public utility.
Resale establishment.
Restaurant—Type 2.
Trade contractor (provided there is no outside storage).
Urban farm, rooftop.
Uses permitted pursuant to Section 6-9-5-2 of this Chapter and this Section exceeding twenty thousand (20,000) square feet.
Vocational training facility.

SECTION 5: Subsection 6-10-2-3, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

6-10-2-3. - SPECIAL USES.

The following uses may be allowed in the C1 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Animal hospital.
Aquaponics.
Automobile repair service establishment.
Automobile service station.
Banquet hall.
Car wash.
Commercial outdoor recreation.
Convenience store.
Craft-brewery.
Craft-distillery or Micro-distillery.
Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).
Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).
Daycare center—Domestic animal.
Drive-through facility (accessory or principal).
Funeral services excluding on-site cremation.
Hotel.
Kennel.
Media broadcasting station.
Membership organization.
Micro-Distillery.
Open sales lot.
Planned development (subject to the requirements of Section 6-10-1-9 of this Chapter and Section 6-3-6 of this Title).
Resale establishment.
Restaurant—Type 2.
Trade contractor (provided there is no outside storage).
Urban farm, rooftop.
Wholesale goods establishment.

**SECTION 6:** Subsection 6-10-3-3, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

**6-10-3-3. - SPECIAL USES.**

The following uses may be allowed in the C1a district, subject to the provisions set forth in Section 6-3-5 of this Title:

Animal hospital.
Aquaponics.
Assisted living facility.
Banquet hall.
Commercial outdoor recreation.
Convenience store.
Craft-brewery.
**Craft-distillery or Micro-distillery.**
Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).
Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).
Drive-through facility (accessory only).
Dwelling—Multiple-family.
Food store establishment.
Funeral services excluding on-site cremation.
Independent living facility.
Long-term care facility.
Media broadcasting station.
Membership organization.
Micro-Distillery.
Open sales lot.
Planned development (subject to the requirements of Section 6-10-1-9 of this Chapter and Section 6-3-6 of this Title).
Recording studio.
Resale establishment.
Residential care home—Category I (when located above the ground floor and subject to the general requirements of Section 6-4-4 of this Title).
Residential care home—Category II (subject to the general requirements of Section 6-4-4 of this Title).
Restaurant—Type 2.
Retirement hotel.
Sheltered care home.
Transitional shelter (subject to the requirements of Section 6-3-5-11 of this Title).
Urban farm, rooftop.
Wholesale goods establishment.

SECTION 7: Subsection 6-10-4-3, "Special Uses," of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

6-10-4-3. - SPECIAL USES.

The following uses may be allowed in the C2 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Animal hospital.
Aquaponics.
Automobile body repair establishment.
Banquet hall.
Car wash.
Commercial parking garage.
Commercial parking lot.
Convenience store.
Craft-brewery.
Craft-distillery or Micro-distillery.
Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).
Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).
Daycare center—Domestic animal.
Drive-through facility (accessory or principal).
Hotel.
Kennel.
Media broadcasting station.
Membership organization.
Micro-Distillery.
Open sales lot.
Payday loan or consumer loan establishment (subject to the distance and general requirements set forth in Section 6-18-3, "Definitions," of this Title under "Payday Loan or Consumer Loan Establishment").
Planned development (subject to the requirements of Section 6-10-1-9, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).
Resale establishment.
Restaurant—Type 2.
Urban farm, rooftop.

SECTION 8: Subsection 6-11-2-3, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

6-11-2-3. - SPECIAL USES.

The following uses may be allowed in the D1 district, subject to the provisions set forth in Section 6-3-5 of this Title:

Assisted living facility.
Banquet hall.
Boarding house.
Business or vocational school.
Convenience store.
Craft-brewery.
Craft-distillery or Micro-distillery.
Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).
Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).
Drive-through facility (accessory or principal).
Educational institution—Private.
Educational institution—Public.
Funeral services excluding on site cremation.
Independent living facility.
Long term care facility.
Neighborhood garden.
Open sales lot.
Planned development (subject to the requirements of Section 6-11-1-10 of this Chapter and Section 6-3-6 of this Title).
Resale establishment.
Retirement home.
Retirement hotel.
Sheltered care home.
Transitional shelter (subject to the special requirements of Section 6-3-5-11 of this Title).
Urban farm, rooftop.
Wholesale goods establishment.

SECTION 9: Subsection 6-11-3-4, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

6-11-3-4. - SPECIAL USES.

The following uses may be allowed in the D2 district, subject to the provisions set forth in Section 6-3-5 of this Title:

Assisted living facility (when located above the ground floor).
Banquet hall.
Business or vocational school.
Commercial indoor recreation (at the ground level).
Convenience store.
Craft-brewery.
Craft-distillery or Micro-distillery.
Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).
Educational institution—Private.
Educational institution—Public.
Independent living facility (when located above the ground floor).
Neighborhood garden.
Open sales lot.
Performance entertainment venue.
Planned development (subject to the requirements of Section 6-11-1-10 of this Chapter and Section 6-3-6 of this Title).
Religious institution.
Resale establishment.
Residential care home—Category II (when located above the ground floor and subject to the general requirements of Section 6-4-4 of this Title).
Restaurant—Type 2 (excluding drive-through facilities).
Urban farm, rooftop.

SECTION 10: Subsection 6-11-4-3, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

6-11-4-3. - SPECIAL USES.

The following uses may be allowed in the D3 district, subject to the provisions set forth in Section 6-3-5 of this Title:

Apartment hotel.
Assisted living facility (when located above the ground floor).
Banquet hall.
Business or vocational school.
Convenience store.
Craft-brewery.
Craft-distillery or Micro-distillery.
Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).
Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).
Drive-through facility (accessory or principal).
Educational institution—Private.
Educational institution—Public.
Independent living facility (when located above the ground floor).
Neighborhood garden.
Open sales lot.
Performance entertainment venue.
Planned development (subject to the requirements of Section 6-11-1-10 of this Chapter and Section 6-3-6 of this Title).
Religious institution.
Resale establishment.
Residential care home—Category II (when located above the ground floor and subject to the general requirements of Section 6-4-4 of this Title).
Restaurant—Type 2.
Urban farm, rooftop.

**SECTION 11**: Subsection 6-11-5-3, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

6-11-5-3. - SPECIAL USES.

The following uses may be allowed in the D4 district, subject to the provisions set forth in Section 6-3-5 of this Title:

Assisted living facility (when located above the ground floor).
Banquet hall.
Business or vocational school.
Commercial parking garage.
Convenience store.
Craft-brewery.
Craft-distillery or Micro-distillery.
Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).
Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).
Drive-through facility (accessory or principal).
Educational institution—Private.
Educational institution—Public.
Funeral services excluding on site cremation.
Independent living facility (when located above the ground floor).
Neighborhood garden.
Open sales lot.
Performance entertainment venue.
Planned development (subject to the requirements of Section 6-11-1-10 of this Chapter and Section 6-3-6 of this Title).
Religious institution.
Resale establishment.
Residential care home—Category II (when located above the ground floor and subject to the general requirements of Section 6-4-4 of this Title).
Restaurant—Type 2.
Urban farm, rooftop.

**SECTION 12:** Subsection 6-12-2-3, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

6-12-2-3. - SPECIAL USES.

The following special uses may be permitted in the RP district, subject to the provisions set forth in Section 6-3-5 of this Title:

Banquet hall.
Business or vocational school.
Craft-brewery.
Craft-distillery or Micro-distillery.
Open sales lot.
Outdoor storage.
Performance entertainment venue.
Planned developments (subject to the requirements of Section 6-3-6 of this Title and Section 6-12-1-7 of this Chapter).
Resale establishment.
Restaurants—Type 2.
Urban farm, rooftop.

**SECTION 13:** Subsection 6-13-2-2, “Permitted Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

6-13-2-2. - PERMITTED USES.
The following uses are permitted in the MU district:

Business or vocational school.
Community center.
Craft-brewery.
Craft-distillery or Micro-distillery.
Cultural facility.
Dwelling—Single-family attached.
Dwelling—Single-family detached.
Dwelling—Two-family.
Dwellings—Multiple-family.
Educational institution—Private.
Educational institution—Public.
Government institution.
Light manufacturing.
Neighborhood garden.
Office.
Public utility.
Recreation center.
Religious institution.
Residential care home—Category I (subject to the requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).
Residential care home—Category II (subject to the requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).
Wholesale goods establishment.

SECTION 14: Subsection 6-13-3-2, “Permitted Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

6-13-3-2. - PERMITTED USES.

The following uses are permitted in the MUE district:

Building materials establishment.
Business or vocational school.
Commercial parking garage.
Commercial parking lot.
Craft-brewery.
Craft-distillery or Micro-distillery.
Educational institution—Private.
Educational institution—Public.
Industrial service establishment.
Light manufacturing.
Neighborhood garden.
Office.
Public transportation center.
Public utility.
Trade contractor.
Vehicle storage establishment.
Warehouse establishment.
Wholesale goods establishment.

SECTION 15 Subsection 6-13-4-2, “Permitted Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

6-13-4-2. - PERMITTED USES.

The following uses are permitted in the MXE district:

Artist studio.
Building materials establishment.
Business or vocational school.
Caterer.
Craft-brewery.
Craft-distillery or Micro-distillery.
Dwelling—Single-family attached.
Dwelling—Single-family detached.
Dwelling—Two-family.
Dwelling—Multiple-family.
Educational institution—Public.
Government institution.
Industrial service establishment.
Light manufacturing.
Neighborhood garden.
Office.
Public transportation center.
Public utility.
Residential care home—Category I.
Residential care home—Category II.
Retail goods establishment.
Retail services establishment.
Trade contractor.
Vehicle storage establishment.
Warehouse establishment.
Wholesale goods establishment.
SECTI0N 16: Subsection 6-14-2-2, “Permitted Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

6-14-2-2. - PERMITTED USES.

The following uses are permitted in the I1 district:

Automobile repair service establishment.
Automobile service station.
Commercial parking garage.
Craft-brewery.
Craft-distillery or Micro-distillery.
Funeral services excluding on site creation.
Government institution.
Industrial service establishment.
Light manufacturing.
Neighborhood garden.
Office.
Public transportation center.
Public utility.
Restaurant — type 1.
Trade contractor.
Vehicle towing establishment.
Warehouse establishment.
Wholesale goods establishment.

SECTI0N 17: Subsection 6-14-3-2, “Permitted Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

6-14-3-2. - PERMITTED USES.

The following uses are permitted in the I2 district:

Automobile and recreational vehicle sales and/or rental.
Automobile body repair establishment.
Automobile repair service establishment.
Automobile service station.
Commercial parking garage.
Commercial parking lot.
Craft-brewery.
Craft-distillery or Micro-distillery.
Funeral services excluding on site creation.
Government institution.
Industrial service establishment.
Light manufacturing.
Neighborhood garden.
Office.
Public transportation center.
Public utility.
Trade contractor.
Truck sales and/or rental.
Warehouse establishment.
Wholesale goods establishment.

**SECTION 18:** Subsection 6-14-4-2, “Permitted Uses,” of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

**6-14-4-2. - PERMITTED USES.**

The following uses are permitted in the I3 district:

Automobile body repair establishment.
Automobile repair service establishment.
Automobile storage lot.
Commercial parking lot.
Craft-brewery.
Craft-distillery or Micro-distillery.
Funeral services excluding on site creation.
Heavy manufacturing.
Industrial service establishment.
Light manufacturing.
Neighborhood garden.
Office.
Outdoor storage.
Pharmaceutical manufacturing.
Public transportation center.
Public utility.
Ready mix/concrete.
Recycling center.
Trade contractor.
Vehicle salvage.
Warehouse establishment.
Wholesale goods establishment.

**SECTION 19:** The definition of “Craft-Brewery” in Section 6-18-3, “Definitions,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:
CRAFT-BREWERY:

A commercial facility that: (1) produces fermented malt beverages on site in quantities 0 to 930,000 gallons (30,000 barrels) per year compliant with all applicable local, state, and federal regulations; and (2) may includes an accessory tasting room in zoning districts where the facility is a Special Use. Product sampling or retail sale as may be defined and regulated by Title 3, Chapter 4 of the City Code at the facility allows customers to taste samples of products manufactured on-site and purchase related sales items. Any sale of alcohol in the tasting room or otherwise in the facility which is manufactured outside the facility is prohibited. A craft-brewery does not include restaurants with accessory brewing facilities.

SECTION 20: The definition of “Micro-Distillery” in Section 6-18-3, “Definitions,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

CRAFT-DISTILLERY OR MICRO-DISTILLERY:

A facility that: (1) produces alcoholic beverages in quantities not to exceed thirty-five thousand (35,000) gallons per year compliant with all applicable local, state, and federal regulations; and (2) includes an accessory tasting room in zoning districts where the facility is a Special Use. A tasting room allows customers to taste samples of products manufactured on-site and purchase related sales items. Sales of alcohols manufactured outside the facility are prohibited.
SECTION 21: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 22: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 23: The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 24: This Ordinance 8-O-17 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: ___________________, 2017  Approved:
Adopted: ____________________, 2017  ______________________, 2017

______________________________
Elizabeth B. Tisdahl, Mayor

Attest:  Approved as to form:

______________________________
Rodney Greene, City Clerk  W. Grant Farrar, Corporation Counsel
1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Ford called the meeting to order at 7:04 P.M. and introduced Jolene Saul, who was recently appointed to the Plan Commission.

2. APPROVAL OF MEETING MINUTES: January 11, 2017

Commissioner Goddard requested a change to the minutes reflecting that the Northwestern parking lot site is key to the North Downtown Planning Area. Commissioner Lewis made a motion to approve the minutes from January 11, 2017 with the suggested change. Commissioner Goddard seconded the motion.

A voice vote was taken and the minutes were approved, 8-0.

3. NEW BUSINESS

A. PLANNED DEVELOPMENT 17PLND-0011

831 Emerson Street

Tim Anderson, CA/Focus Evanston JV, LLC, has applied for a Planned Development with a rezoning from C1 Commercial and R5 General Residential to C1a Commercial Mixed Use and Special Use for a Convenience Store to construct a 9-story, 242-unit residential building with a 3,330 square foot ground floor commercial space and 175 parking spaces. The applicant seeks site development allowances for: number of dwelling units, building height (103 feet), floor area ratio (4.66), number of parking
spaces, 0-foot rear and side yard setbacks for open parking along the north, east, and west property lines, no landscaping buffer along the rear (north) property line, a loading berth in the front yard which is open to the sky and within 30 feet of an intersection, and reduced setback and screening for transformers located within 2 feet of a building. In addition, the applicant may seek and the Plan Commission may consider additional Site Development Allowances as may be necessary or desirable for the proposed development.

Katriina McGuire provided a brief introduction of the development team for the project (which included representatives from Focus Development, CA Ventures, BkL Architecture, KLOA and The Habitat Company) after which a brief presentation with an overview of the proposed development was given by Vicky Lee (Focus) and Angela Spadoni (BkL) pointing out changes from the previous 2015 submission. Luay Aboona of KLOA highlighted traffic and pedestrian items and Tim Anderson of CA/Focus Development highlighted some of the public benefits of the project.

Chair Ford opened the hearing to Commissioner questions and comments. Questions and comments included:
- Clarification on the proposed building materials and structural type for the development.
- Questions regarding the environmental remediation of the site and storm water detention.
- Target rental audience and rental rates.
- Clarification of details for the easement on the CTA property to the west of the property.
- Considerations for the affordable housing requirement.

Chair Ford opened the hearing to questions and comments from the public. Four members of the public spoke. General questions and comments included:
- Clarification on building and parking setbacks.
- Concerns over the amount of parking provided and the location of the proposed loading area.
- A statement of support from the Sherman Gardens Board of Trustees.

Chair Ford stated that a request for continuance had been received and that the public hearing would be continued to March 22, 2017 at 7:00 PM in the Council Chambers. At that time several members of the public who signed up to speak opted to speak at the March 22nd meeting. At the request of the developer, Susan Wolan, who requested the continuance, stated that there was concern over the remediation timeline and safety measure that would be taken. She explained that she and other residents of Sherman Gardens would like to conduct further research on this aspect of the project and gather documents from their experience with remediation of the parking lot north of the proposed development site.

Commissioner Belisle moved to continue the item to March 22, 2017 at 7:00 PM in Council Chambers. The motion was seconded by Commissioner Goddard. A
voice vote was taken and the motion was approved unanimously 8-0.

B. TEXT AMENDMENT 17PLND-0015
Generators
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to establish regulations for allowed location of generators.

Ms. Jones provided a brief overview of the proposed text amendment, explaining that generators are not referenced within the zoning ordinance; however, staff uses regulations related to air conditioners when determining setbacks and other zoning related regulations.

The Commission had questions regarding the reason for initiating the text amendment and how it would apply, if at all to temporary generators. They also asked for clarification on whether this amendment would be for both commercial and residential use of generators. There was concern mentioned regarding the possible nuisances created by the use of generators and how that would be abated. Mr. Mangum stated that the subsection used for this item is a general provision that refers to all zoning districts and the idea was to place this in a section where a similar item is regulated and used with more frequency. Ms. Jones stated that there was a recent ordinance which regulates decibel levels for this type of equipment which lowered the maximum decibel level allowed.

There was a suggestion that additional information be obtained and perhaps separate the generator requirements from those of air conditioner requirements to address the questions and concerns.

Commissioner Saul made a motion to continue the text amendment in order for staff to obtain additional information and return to the Commission when ready. The motion was seconded by Commissioner Pigozzi. The motion was approved unanimously 8-0.

C. TEXT AMENDMENT 17PLND-0016
Micro-distilleries
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to amend the permitted and special uses within a number of the Business, Commercial, and Industrial Zoning Districts relating to micro-distilleries.

Ms. Jones provided a brief overview of the proposed text amendment, explaining where micro-distilleries and craft breweries were currently allowed, where these uses are currently operating within Evanston and how they are regulated.

The Commission discussed the definitions of each use, inquiring about how craft breweries and micro-distilleries are regulated outside of the zoning ordinance and if the elimination of the specific production quantity limits would lead to regulation inconsistencies in the future. Ms. Jones explained that craft breweries and micro-distilleries have production limits that align with state regulations and the City has
specific liquor license classes that further regulate these uses.

The Commissioners also discussed the necessity of eliminating the choice to include a tasting room, stating that in certain industrial districts, the inclusion may not be necessary versus in a smaller business district or downtown. Some discussion followed regarding the names for each use, specifically micro- versus craft- distillery or brewery and if the zoning titles for the uses should align with both the liquor control ordinance and state titles.

Commissioner Goddard made a motion to accept the recommendation for the proposed text amendment with the suggested provision for tasting rooms in Zoning Districts where Special Uses are required and title change to align micro-distilleries with craft-distilleries. Commissioner Lewis seconded the motion. The motion was approved unanimously by roll call vote 8-0.

4. PUBLIC COMMENT

There was no public comment.

5. ADJOURNMENT

Commissioner Pigozzi made a motion to adjourn the meeting. Commissioner Dubin seconded the motion.

A voice vote was taken and the motion was approved by voice call 8-0. The meeting was adjourned at 8:51 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Scott Mangum, Interim Director of Community Development Department
Meagan Jones, Neighborhood and Land Use Planner

Subject: Ordinance 37-O-17
Planned Development, 831 Emerson St, 17PLND-0011

Date: April 12, 2017

Recommended Action:
The Plan Commission and staff recommend adoption of Ordinance 37-O-17 for approval of the Planned Development with rezoning from C1 Commercial and R5-General Residential to C1a Commercial Mixed use and a Special use for a convenience store. The 9-story 242-unit residential building would include 3,300 square feet of ground floor commercial space and 174 parking spaces on site.

Additionally, staff will continue to work with the applicant on the design of the building throughout the approval process. If the project is approved, final Design and Project Review (DAPR) approval and issuance of the building permit will not be granted until there is agreement between staff and the applicant regarding building elevations.

The development includes 10 site development allowances for: number of dwelling units (242 units proposed where maximum 121 are allowed by Code), building height (103 feet proposed where maximum 67 is allowed by Code), floor area ratio (4.66 proposed where maximum 4.0 is allowed by Code), number of parking spaces (174 spaces proposed where 358 are required by Code), 0-foot rear yard setback for open parking along the north property line where minimum 10 feet is required, 0-foot side yard setback for open parking along the east property line where minimum 10 feet is required, 0-foot side yard setback for open parking along the west property line where 5 feet is required, no landscaping buffer along the rear (north) property line where minimum 10-foot landscape buffer is required, loading berths in the front yard which are open to the sky and within 30 feet of an intersection and reduced setback and screening for transformers located within 2 feet of a building.

Livability Benefits:
Built Environment: Provide compact and complete streets and neighborhoods
Background
The 0.97-acre property, commonly known as 831 Emerson Street, is improved with a two-story commercial building and a 57-space open parking lot.

The uses surrounding the site include an 11-story multiple-family senior residential building (Perlman Apartments) owned by the Cook Co. Housing Authority adjacent to the east and CTA railroad right-of-way adjacent to the west. The parking lot located immediately to the north is owned by and serves the Sherman Gardens Co-op residential development that is located to the south of the site. A one-story commercial bank with a drive-through and a restaurant use are also located directly to the south.

Site Layout
The massing of the proposed building creates a U-shaped structure with the bulk of the 9-stories adjacent to the east, west and north property lines and opening onto an amenity space along Emerson Street on the second level. There is a 16-foot wide alley to the east of the site and the CTA railroad property and elevated tracks to the west.

The building meets all required setbacks of the C1a Zoning District. The building height is 103 feet with an amenity level at a height of 20 feet along a large portion of the front (south) property line along Emerson Street. At its closest points, the building is located 8 feet from the west property line, 10 feet from the north property line 15 feet from the east property line and is built to the south property line.
A majority of the ground level is devoted to an open parking lot (59 spaces) that is largely covered by the building. One level of underground parking (69 spaces), mezzanine level parking (44 spaces) and two car-share spaces bring the total amount of on-site parking spaces to 174. Of that, four parking spaces on the west end of the site closest to Emerson Street and the loading area will be devoted for the commercial tenant and two parallel parking spaces next to the alley will be devoted for car-share vehicles (i.e. Zipcars or Enterprise Car Share cars or similar).

The vehicular access to the site will be provided in two locations; a two-way drive-aisle from the alley and a two-way drive-aisle from Emerson Street next to the railroad tracks near where the current access driveway exists. The access is located on the applicant’s property; however, the loading berths and a portion of the parking are located on CTA property. The property next to the railroad tracks is part of the CTA right-of-way for which the current property owner has access rights and the applicant has provided a land lease agreement with the CTA.

The applicant will install an eleven-foot wide public sidewalk with four new street trees and 9 new bike racks for building visitors along Emerson Street. A bike room for approximately 162 bicycles spaces for building residents will be located on the ground floor of the building. The applicant is also proposing a new 5-foot wide sidewalk on the east end of the property along the alley with additional landscaping near the two car-share spaces located in this area. The sidewalk will also improve access from Emerson Street to the parking lot adjacent to the north.
Compliance with the Zoning Ordinance

Rezoning
The applicant is requesting rezoning of the property from C1, Commercial and R5, General Residential, to C1a, Commercial Mixed-use. Unlike the C1, Commercial district, the proposed C1a, Commercial Mixed-use district allows residential dwellings above the ground floor. There is one other C1a, Commercial Mixed-use district in the City located along Chicago Avenue near the Main Street Metra and CTA stations.

Special Use
The applicant is requesting Special Use approval for a 3,300 square foot convenience store on the ground floor. A convenience store is allowed as a Special Use in the C1a district. The existing 7-Eleven convenience store is expected to occupy the space.

Planned Development
The applicant is also requesting Special Use approval for a Planned Development to construct the 9-story (103-foot high) multiple-family building with 242 dwelling units, 3,300-square foot commercial area and 174 parking spaces.

The applicant is requesting approval of ten site development allowances:

<table>
<thead>
<tr>
<th>831 Emerson St. Site Development Allowances</th>
<th>Required / Max. Permitted</th>
<th>Site Development Allowance</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Size (# of dwelling units)</td>
<td>121 (350 sq. ft. /DU)</td>
<td>+48 (40%)=169</td>
<td>242</td>
</tr>
<tr>
<td>Building Height</td>
<td>67 ft.</td>
<td>+30 ft. = 97 ft.</td>
<td>103 ft.</td>
</tr>
<tr>
<td>FAR</td>
<td>4</td>
<td>+1.5 = 5.5</td>
<td>4.66</td>
</tr>
<tr>
<td># of parking spaces</td>
<td>358</td>
<td>N/A</td>
<td>174</td>
</tr>
<tr>
<td>Rear (north) setback for open parking</td>
<td>10 ft.</td>
<td>N/A</td>
<td>0 ft.</td>
</tr>
<tr>
<td>Side (east) setback for open parking</td>
<td>10 ft.</td>
<td>N/A</td>
<td>0 ft.</td>
</tr>
<tr>
<td>Side (west) setback for open parking</td>
<td>5 ft.</td>
<td>N/A</td>
<td>0 ft.</td>
</tr>
</tbody>
</table>
Parking and Traffic
Based on the number and type of dwelling units proposed (71 studio units, 40 one-bedroom units, 93 two-bedroom units and 38 three-bedroom units) and 3,300-square foot commercial space, the proposed building is required to have a total of 358 parking spaces. The applicant is proposing a total of 174 parking spaces (0.71 per dwelling unit) for the proposed development. All of the 174 parking spaces, including the two car-share spaces, will be provided on site.

The Parking and Traffic Study submitted by the applicant concludes that the proposed parking arrangement will meet the parking demand of the building tenants. The study provides an analysis of the existing traffic conditions (including vehicle, bicycle and pedestrian traffic) and assesses the impact of the proposed development on the existing road network. Based on the traffic counts on roadways surrounding the site, the peak traffic volume is expected to occur weekday mornings between 8 am - 9 am and weekday evenings between 5 pm - 6 pm. According to the most recent Census Data, only 30% of residents in the area commute to work by car.

The traffic study anticipates the same commute behavior as is currently the trend in the neighborhood. Considering this, the location of the development within a denser area and proximity to other modes of transportation, the anticipated morning and evening peak hour traffic is reduced by 70%. As a result, the traffic study anticipates approximately 36 new trips generated by the residential portion of the development during the morning peak hour and 141 vehicular trips during the evening peak hour. There are no increases in traffic volumes expected to be generated by the commercial use on the site (7-Eleven convenience store) since traffic this use generates is included in the existing peak hour volumes. The study indicates that all surrounding streets will continue to operate at acceptable levels of service due to the minimal addition of new traffic based on building residents.
The applicant is proposing a $20,000 contribution towards pedestrian countdown timers for the traffic signals near the proposed development (outlined in the Public Benefits below). The proposed Ordinance also includes a condition that the residents of the development would not be eligible for residential on-street parking permits in the area.

Public Benefits
The proposed development will replace an underutilized two-story commercial building with a minimum LEED Silver certified development (as required by the Green Building Ordinance) and generate additional property tax to the community. The applicant will also be paying a fee in-lieu contribution towards the City’s Affordable Housing Fund in the amount of $2,400,000 in compliance with the Inclusionary Housing Ordinance. As there is groundwater contamination from previous uses on site, environmental cleanup will occur prior to construction.

The applicant has committed, and the Ordinance includes the following public benefits as part of the Planned Development proposal:

1. A $20,000 contribution to the City of Evanston towards the installation of pedestrian countdown timers for nearby traffic signals.
2. A $20,000 contribution to the City of Evanston Divvy Bike Share program.
3. A $10,000 contribution toward public art in the vicinity of the site. The applicant will work with CTA to install public art either at the viaduct located at Emerson St. & Benson Ave. or the Foster St. CTA station; if this is not feasible, the contribution will go to the City’s Public Art Fund.
4. Incorporation of two car-share spaces on the site.
5. Repaving of the alley to the east adjacent to the property to city standards and installation of a sidewalk to aid in access to the car-share spaces and the parking lot immediately north of the property.
6. Streetscape improvements along Emerson Street including lighting, new sidewalk and landscaping.
7. Street crosswalk restriping in the vicinity of the site and a raised crosswalk installation at the Emerson Street entrance to the adjacent alley.
8. Utilization of measures to mitigate harm to migratory birds.
9. Wayfinding signage pointing to transit services at the Davis St. Metra/CTA/Pace/Divvy stations and directing safe pedestrian routes to the Foster St. CTA Station.
10. Bicycle parking for visitors and customers along Emerson Street for approximately 18 bicycles.
11. Installation of a real-time transit arrival board in the lobby of the building.

Standards of Approval
The proposed development meets the standards for approval of Zoning Ordinance Map Amendment (rezoning) in Section 6-3-4-5, standards for Special Use in Section 6-3-5-
10, the Standard for Planned Developments in Section 6-3-6-9 and standards and
guidelines established for Planned Developments in the C1a, Commercial Mixed-Use
District. (Section 6-10-1-9)

The proposed rezoning of the property into a mixed-use commercial district to
accommodate a mixed-use development is consistent with the Comprehensive General
Plan. The proposal is consistent with the vision and goals of the Plan for redevelopment
of underutilized properties with uses compatible with surrounding neighborhood. The
Plan also calls for higher density of residential development on the outskirts of the
downtown and near transit stops.

The ten proposed site development allowances are necessary for a desirable
redevelopment of the site with significant public benefits. The proposed development
will not have an adverse effect on the value of adjacent properties. There are adequate
public utility services and infrastructure available adjacent to the property. The applicant
has submitted a detailed report of the availability of public utility infrastructure in the
area.

The proposal will not cause undue traffic congestion. The access to the rear parking lot
will be provided via the alley and an existing driveway access adjacent to the railroad
tracks. The applicant will close one existing curb cut on Emerson Street. The applicant
is also proposing a new sidewalk on the subject property adjacent to the alley that will
provide access to two car-share vehicles on-site and improve the access from Emerson
Street to the private parking lot north of the site. The loading docks and parking for the
commercial use are located adjacent to the railroad tracks and away from Sherman
Gardens and Pearlman Apartments buildings to minimize adverse effects on adjacent
residential uses.

The proposed development is compatible with other similar developments in the area
and is not of such nature in height, bulk and scale to exercise any influence contrary to
the purpose and intent of the Zoning Ordinance.

Legislative History
March 22, 2017 – The Plan Commission recommended, 6-1, to approve the proposed
Planned Development with conditions outlined in the staff report memo dated March 16,
2017 and incorporated into the Ordinance.

March 8, 2017 – The Plan Commission opened the public hearing and heard testimony
by the applicant and general public. At the request of a nearby resident, the hearing was
continued to March 22, 2017.
March 1, 2017 – The Design and Project Review Committee (DAPR) Committee recommended unanimous approval of the proposed development subject to compliance with developmental allowances, comments at DAPR, and subsequent written staff comments.

Attachments
Proposed Ordinance 37-O-17
Plan Commission Meeting Minutes 03/08/2017 and 03/22/2017
Link to Plan Commission Packet for 03/22/2017
https://www.cityofevanston.org/home/showdocument?id=11906
Revised Statement of Proposed Public Benefits Dated April 12, 2017
AN ORDINANCE

Granting Special Use Approval for a Planned Development and Special Use Approval for a Convenience Store Located at 831 Emerson Street and Amending the Zoning Map to Re-Zone Certain Properties from the C1 Commercial Zoning District and R5 General Residential Zoning District to the C1a Commercial Mixed Use District

WHEREAS, the City of Evanston is a home-rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the City has the authority to adopt ordinances and to promulgate rules and regulations that protect the public health, safety, and welfare of its residents; and

WHEREAS, Article VII, Section (6)a of the Illinois Constitution of 1970, states that the “powers and functions of home rule units shall be construed liberally,” was written “with the intention that home rule units be given the broadest powers possible” (Scadron v. City of Des Plaines, 153 Ill.2d 164, 174-75 (1992)); and

WHEREAS, it is a well-established proposition under all applicable case law that the power to regulate land use through zoning regulations is a legitimate means of promoting the public health, safety, and welfare; and

WHEREAS, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) grants each municipality the power to establish zoning regulations; and
WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston City Code of 2012, as amended, ("the Zoning Ordinance"); and

WHEREAS, CA/Focus Evanston JV, LLC ("Applicant"), the Applicant for the proposed development located at 831 Emerson Street, Evanston, Illinois (the "Subject Property"), legally described in Exhibit A, which is attached hereto and incorporated herein by reference, applied, pursuant to the provisions of the Zoning Ordinance, specifically Section 6-7-2, "Zoning Map," 6-3-5, "Special Uses," Section 6-3-6, "Planned Developments," and Subsection 6-10-1-9, "Planned Developments" in Commercial Zoning Districts, to place certain properties within the C1a Commercial Mixed Use Zoning District ("C1a District") and permit the construction and operation of a Planned Development with a Convenience Store and accessory parking located at the Subject Property in the C1a District; and

WHEREAS, the Applicant sought approval to re-zone the Subject Property from the current C1 Commercial and R5 General Residential Zoning Districts to the proposed C1a Commercial Mixed-Use Zoning District; and

WHEREAS, the Applicant sought approval to construct a new nine (9) -story one hundred three (103) foot tall mixed-use building consisting of up to two hundred forty-two (242) dwelling units, with a floor area ratio of approximately 4.66, approximately three thousand, three hundred (3,300) gross square feet of commercial space, one hundred seventy-four (174) open on-site parking spaces, zero (0) foot rear yard setback for open parking along the north property line, zero (0) foot side yard setback for open parking along the east property line, zero (0) foot side yard setback for
open parking along the west property line, zero (0) foot landscape buffer along the rear
(north) property line, an uncovered loading berth in the front yard and within thirty (30)
feet of an intersection, and reduced setback and screening for transformers located
within two (2) feet of a building; and

WHEREAS, construction of the Planned Development, as proposed in the
application, requires exception from the strict application of the Zoning Ordinance with
regards to the number of dwelling units, building height, floor area ratio, number of
parking spaces, rear yard setback from the north property line for open parking, side
yard setback for the east property line for open parking, side yard setback from the west
property line for open parking, landscape buffer along the north property line, location
and configuration of the loading berth and transformer location requirements; and

WHEREAS, pursuant to Subsection 6-3-6-5 of the Zoning Ordinance, the
City Council may grant Site Development Allowances from the normal district
regulations established in the Zoning Ordinance; and

WHEREAS, on March 8, 2017 and March 22, 2017, in compliance with the
provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Zoning
Ordinance, the Plan Commission held a public hearing on the application for Special
Use Approval for a Planned Development with a Convenience Store and Rezoning from
C1 and R5 Zoning Districts to C1a Zoning District, case no. 17PLND-0011, heard
extensive testimony and public comment, received other evidence, and made written
minutes, findings, and recommendations; and

WHEREAS, the Plan Commission’s written findings state that the
application meets applicable standards set forth for Special Uses in Subsection
WHEREAS, on March 22, 2017, the Plan Commission recommended the City Council approve the application with conditions; and

WHEREAS, on April 17, 2017, the Planning and Development ("P&D") Committee of the City Council held a meeting, in compliance with the provisions of the Open Meetings Act and the Zoning Ordinance, received input from the public, carefully considered and adopted the findings and recommendations of the Plan Commission, and recommended approval thereof by the City Council; and

WHEREAS, at its meetings on April 17, 2017 and April 24, 2017, held in compliance with the Open Meetings Act and the Zoning Ordinance, the City Council considered the recommendation of the P&D Committee, received additional public comment, made certain findings, and adopted said recommendation; and

WHEREAS, it is well-settled law that the legislative judgment of the City Council must be considered presumptively valid (see Glenview State Bank v. Village of Deerfield, 213 Ill.App.3d 747) and is not subject to courtroom fact-finding (see National Paint & Coating Ass’n v. City of Chicago, 45 F.3d 1124),

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The foregoing recitals are hereby found as facts and incorporated herein by reference.
SECTION 2: The City Council hereby amends the Zoning Map to remove those properties with the addresses and PINs listed in Exhibit B and identified in Exhibit C, both attached hereto and incorporated herein by reference, from the C1 Commercial and the R5 General Residential Districts and place them within the C1a Commercial Mixed-Use District.

SECTION 2: Pursuant to the terms and conditions of this ordinance, the City Council hereby grants the Special Use Approval applied for in case no. 17PLND-0011, to allow construction and operation of the Planned Development with a Convenience Store for a nine (9) -story one hundred three (103) foot tall mixed-use building consisting of up to two hundred forty-two (242) dwelling units, with a floor area ratio of approximately 4.66, approximately three thousand, three hundred (3,300) gross square footage of commercial space, one hundred seventy-four (174) open on-site parking spaces, zero (0) foot rear yard setback for open parking along the north property line, zero (0) foot side yard setback for open parking along the east property line, zero (0) foot side yard setback for open parking along the west property line, zero (0) foot landscape buffer along the rear (north) property line, an unenclosed loading berth in the front yard and within thirty (30) feet of an intersection, and reduced setback and screening for transformers located within two (2) feet of a building.

SECTION 3: The City Council hereby grants the following Site Development Allowances:

(A) **Number of Dwelling Units:** A Site Development Allowance is hereby granted for two hundred forty-two (242) residential dwelling units, whereas subsection 6-10-3-4(B) of the Zoning Ordinance allows for a maximum of one hundred twenty-one (121) residential dwelling units in the C1a District.
(B) **Height**: A Site Development Allowance is hereby granted for a building height of one hundred three (103) feet, whereas subsection 6-10-3-9 of the Zoning Ordinance allows for a maximum building height of sixty-seven (67) feet in the C1a District.

(C) **Floor Area Ratio (“FAR”)**: A Site Development Allowance is hereby granted for an FAR of 4.66, whereas subsection 6-10-3-7 of the Zoning Ordinance requires a maximum FAR of 4 in the C1a District.

(D) **Number of Parking Spaces**: A Site Development Allowance is hereby granted for a total of one hundred seventy-four (174) parking spaces, whereas subsection 6-16-3-3 of the Zoning Ordinance requires a minimum of three hundred fifty-eight (358) parking spaces for the proposed Planned Development in the C1a District.

(E) **Rear Yard Setback for Open Parking Along the North Property Line**: A Site Development Allowance is hereby granted for a rear (north) yard setback of zero (0) feet, whereas subsection 6-10-3-8(D) of the Zoning Ordinance requires a rear yard setback of ten (10) feet when abutting a residential district.

(F) **Side Yard Setback for Open Parking Along the East Property Line**: A Site Development Allowance is hereby granted for a side yard setback of zero (0) feet, whereas subsection 6-10-3-8(C) of the Zoning Ordinance requires a side yard setback of ten (10) feet when abutting a residential district.

(G) **Side Yard Setback for Open Parking Along West Property Line**: A Site Development Allowance is hereby granted for a side yard setback of zero (0) feet, whereas subsection 6-10-3-8(E) of the Zoning Ordinance requires a side yard setback of five (5) feet when abutting a residential district.

(H) **Landscape Buffer Along the North Property Line**: A Site Development Allowance is hereby granted for a landscape buffer along the north property line zero (0) feet wide, whereas subsection 6-10-1-6 of the Zoning Ordinance requires a landscape buffer ten (10) feet wide when abutting a residential district.

(I) **Loading Berth Location and Screening**: A Site Development Allowance is hereby granted for an unenclosed loading berth to be located within the front yard setback within thirty (30) feet of an intersection, whereas subsection 6-16-4-1(B) requires that a loading berth may be in the rear yard when open to sky and may not be located within thirty (30) feet of street intersections.

(J) **Transformer Location**: A Site Development Allowance is hereby granted for reduced setback and screening of transformers, whereas subsection 6-4-6-9 of the Zoning Ordinance requires a four-foot setback when located within two (2) feet of the principal structure and obscured from view by screening methods such as landscaping.
SECTION 4: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the Special Use Approval granted hereby, which may be amended by future ordinance(s), and violation of any of which shall constitute grounds for penalties or revocation of said Special Use Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(A) **Compliance with Applicable Requirements:** The Applicant shall develop and operate the Planned Development authorized by the terms of this ordinance in substantial compliance with the following: the terms of this ordinance; the Site and Landscape Plans in Exhibit D and E, attached hereto and incorporated herein by reference; all applicable City Code requirements; the Applicant's testimony and representations to the Design and Project Review Committee, the Plan Commission, the P&D Committee, and the City Council; and the approved documents on file in this case.

(B) **Change in Use:** Any change in use of the property, except change in occupancy of the commercial space by one or more uses permitted in the C1a Commercial Mixed-Use District, must be approved as an amendment to the Planned Development.

(C) **Construction Management Plan:** The Applicant shall sign and agree to a Construction Management Plan (CMP) with the City of Evanston prior to issuance of the Building Permit. The CMP shall include but is not limited to the following: construction staging plan, on-street and on-site construction parking restrictions, hours of operation, a plan including cross sections showing pedestrian access around the site with the use of curb ramps, signage and/or striping, if necessary, foundation survey of surrounding structures including weekly reporting of seismographs for the duration of construction, submittal of environmental testing report prior to construction, visibility diagram for all construction site access points, proposed schedule for street opening for utility connections with cross section details, and project updates via monthly newsletter and project website.

(D) **Building Resident Parking Permits:** Building residents shall not be eligible for residential on-street parking permits.

(E) **Landscaping on Emerson Street:** Applicant must install and maintain the landscaping materials on the Subject Property along Emerson Street, adjacent to the loading area and along the alley off of Emerson Street, as depicted in Exhibit E.

(F) **Traffic Study:** The Applicant shall submit a traffic study within one year after issuance of the final Certificate of Occupancy for the building, analyzing the
turning movements at the western access drive, including analysis of any traffic incidents adjacent to the Subject Property. Upon review of the Applicant’s submitted traffic study, the City reserves the right to restrict movement in or out of the proposed western access drive.

(G) **Environmental Clean-Up of Any Contaminations:** The Applicant shall remove and remedy any contaminations located on the Subject Property in accordance with the Illinois Environmental Protection Agency.

(H) **Illinois Environmental Protection Agency Approval:** The Applicant shall submit an approval letter from the Illinois Environmental Protection Agency prior to the issuance of the Final Certificate of Occupancy. Said letter must explicitly state that any and all environmental contamination on the Subject Property has been remedied and/or removed.

(I) **Delivery Hours for the On-Site Commercial Use:** Delivery hours for the on-site commercial use is prohibited between the hours of 7:00 a.m. to 9:00 a.m. and between the hours between 4:00 p.m. and 6:00 p.m. on any given Monday through Friday.

(J) **CTA Access Agreement:** The Applicant shall provide an executed copy of the access agreement between the CTA and the Applicant for the use of the CTA property adjacent to the railroad tracks prior to the issuance of the building permit.

(K) **Affordable Housing Contribution:** The Applicant shall pay a one-time contribution of two million four hundred thousand dollars ($2,400,000.00) to the City’s Affordable Housing Fund. The contribution will be made prior to the issuance of a Temporary Certificate of Occupancy (TCO).

(L) **Public Art Contribution:** The Applicant shall work with the Chicago Transit Authority (CTA) and make a contribution in the amount of ten thousand dollars ($10,000.00) to install public art at either the Foster Street Chicago Transit Authority station or the viaduct located at Emerson Street and Benson Avenue. If the installation of the artwork is not feasible, the Applicant shall make a ten thousand dollar ($10,000.00) contribution to the City of Evanston Public Art Fund prior to the issuance of the Final Certificate of Occupancy (FCO).

(M) **Alley Resurfacing:** The Applicant shall resurface the alley to the east adjacent to the Subject Property per City Engineering standards and install a sidewalk to aid in access to the car-share spaces and the parking lot immediately north on the Subject Property.

(N) **On-Site Car Share Spaces:** Two on-site car share spaces must be available through an arrangement with a common third party commercial car-share company.
(O) **On-Site Electric Charging Stations:** One on-site electric charging stations must be installed.

(P) **City of Evanston Employment:** The Applicant agrees to employ at least five (5) Evanston residents during construction.

(Q) **LEED Silver Certification:** The Applicant agrees to comply with the City of Evanston Green Building Ordinance and obtain a LEED Silver Certification Rating or higher for the Planned Development on the Subject Property.

(R) **Streetscape Improvements:** The Applicant shall construct the streetscape improvements inclusive of new street trees along Emerson Street per proposed development plans and landscape plans in Exhibit D and Exhibit E.

(S) **Street Crosswalk Improvements:** The Applicant shall install a raised crosswalk at the Emerson Street entrance to the alley and restripe the following crosswalks to high-visibility: (1) all sides of the intersection of Elgin Road and Benson Avenue; (2) all sides of the intersection of Sherman Avenue and Emerson Street; (3) all sides of the intersection of Maple Avenue and Emerson Street; and (4) the west side of the intersection of Emerson Street and public alley located immediately adjacent to and east of the subject property.

(T) **Pedestrian Countdown Timers:** The Applicant shall make a twenty thousand dollar ($20,000.00) contribution to the City of Evanston prior to issuance of the Final Certificate of Occupancy (FCO) as a contribution towards the installation of pedestrian countdown timers for nearby traffic signals.

(U) **Divvy Contribution:** The Applicant shall pay a one-time Divvy contribution in the amount of twenty thousand dollars ($20,000.00) through the City of Evanston Divvy program.

(V) **Migratory Bird Consideration:** The Applicant shall install utilization measures to mitigate harm to migratory birds, including use of fritted glass on the amenity deck railing.

(W) **Wayfinding Signage Installation:** The Applicant shall install wayfinding signage on the Subject Property pointing to transit services at the Davis Street Metra/CTA/Pace/Divvy stations and directing safe pedestrian routes to the Foster Street CTA Station.

(X) **Bicycle Parking:** The Applicant shall install bicycle parking for visitors and customers along Emerson Street for approximately eighteen (18) bicycles.

(Y) **Transit Tracker:** The Applicant shall install a real-time transit arrival board in the lobby of the building of the Subject Property.
(Z) **Notice to Sherman Gardens for Remediation:** The Applicant shall provide adequate notice to the residents of Sherman Gardens prior to demolition of the existing building and remediation of the site.

(AA) **Construction Schedule:** Pursuant to Subsection 6-11-1-10(A)4 of the Zoning Ordinance, the Applicant shall obtain a building permit within twelve (12) months of the passing of this Ordinance. Additionally, the Applicant must complete the construction of this Planned Development within twenty-four (24) months from the date the Applicant receives its building permit.

(BB) **Recordation:** Pursuant to Subsection 6-3-6-10 of the Zoning Ordinance, the Applicant shall, at its cost, record a certified copy of this ordinance, including all exhibits attached hereto, with the Cook County Recorder of Deeds, and provide proof of such recordation to the City, before the City may issue any permits pursuant to the Planned Development authorized by the terms of this ordinance.

**SECTION 5:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s tenants, agents, assigns, and successors in interest.”

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**SECTION 7:** Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and provisions of any of said documents conflict with the terms herein, this ordinance shall govern and control.

**SECTION 8:** All ordinances or parts of ordinances that are in conflict with the terms of this ordinance are hereby repealed.

**SECTION 9:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect.
without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 10:** The findings and recitals herein are hereby declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced:___________________, 2017

Approved:

Adopted:___________________, 2017

_______________________________, 2017

______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

Approved as to form:

_____________________________
Rodney Greene, City Clerk

_____________________________
W. Grant Farrar, Corporation Counsel
EXHIBIT A

Legal Description

Parcel 1:
LOT 11 IN PAUL PRATT'S ADDITION TO EVANSTON, SAID ADDITION BEING A SUBDIVISION OF THE SOUTHWEST 8 1/2 ACRES OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:
LOT 10 (EXCEPT THE WEST 40.0 FEET THEREOF) IN PAUL PRATT'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE SOUTHWEST 8 1/2 ACRES OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 3:
THE SOUTH 25.30 FEET OF LOT 14 IN HUSE AND POWER'S ADDITION TO EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 4A:
THAT PART OF THE NORTH 24.70 FEET OF LOT 14 IN HUSE AND POWER'S ADDITION TO EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 24.70 FEET OF LOT 14 OF HUSE AND POWER'S ADDITION; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 14, 30.09 FEET TO THE EAST LINE OF LOT 12 IN PAUL PRATT'S ADDITION; THENCE SOUTH 0.77 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12 IN PAUL PRATT'S ADDITION; THENCE WEST ON THE SOUTH LINE OF LOTS 12 AND 13 OF PAUL PRATT'S ADDITION TO A POINT 15.0 FEET EAST OF THE SOUTHWEST CORNER OF LOT 13; THENCE NORTWESTERLY 19.12 FEET TO A POINT 13.34 FEET EAST OF THE WEST LINE OF SAID LOT 13 AND 19.05 FEET NORTH OF THE SOUTH LINE OF SAID LOT 13; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT ON THE EAST LINE OF LOT 14 IN HUSE AND POWER'S ADDITION, WHICH POINT IS 19.04 FEET NORTH OF THE SOUTH LINE OF THE NORTH 24.70 FEET OF LOT 14 OF SAID HUSE AND POWER'S ADDITION' THENCE SOUTH ON THE EAST LINE OF SAID LOT 14 OF HUSE AND POWER'S ADDITION, 19.04 FEET TO THE PLACE OF BEGINNING.

Parcel 4B:
THAT PART OF LOTS 12 AND 13 IN PAUL PRATT’S ADDITION TO EVANSTON, A SUBDIVISION OF THE SOUTHWEST 8 1/2 ACRES OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 24.70 FEET OF LOT 14 OF HUSE AND POWER’S ADDITION; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 14, 30.9 FEET TO THE EAST LINE OF LOT 12 IN PAUL PRATT’S ADDITION; THENCE SOUTH 0.77 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12 IN PAUL PRATT’S ADDITION; THENCE WEST ON THE SOUTH LINE OF LOTS 12 AND 13 OF PAUL PRATT’S ADDITION TO A POINT 15.0 FEET EAST OF THE SOUTHWEST CORNER OF LOT 13; THENCE NORTHWESTERLY 19.12 FEET TO A POINT 13.34 FEET EAST OF THE WEST LINE OF SAID LOT 13 AND 19.05 FEET NORTH OF THE SOUTH LINE OF SAID LOT 13; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT ON THE EAST LINE OF LOT 14 OF HUSE AND POWER’S ADDITION WHICH POINT IS 19.04 FEET NORTH OF THE SOUTH LINE OF THE NORTH 24.70 FEET OF LOT 14 OF SAID HUSE AND POWER’S ADDITION; THENCE SOUTH ON THE EAST LINE OF SAID LOT 14 OF HUSE AND POWER’S ADDITION, 19.04 FEET TO THE PLACE OF BEGINNING.

Parcel 5:
LOT 13 IN HUSE AND POWER’S ADDITION TO EVANSTON, A SUBDIVISION OF LOT 7 OF ASSESSOR’S DIVISION OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PINs:** 11-18-109-062-0000
11-18-109-064-0000
11-18-109-053-0000
11-18-109-052-0000
11-18-109-020-0000
11-18-109-019-0000
11-18-109-018-0000
11-18-109-043-0000

**COMMONLY KNOWN AS:** 815 - 821 Emerson Street, Evanston, IL 60201
EXHIBIT B

Addresses and PINs of Properties Removed from the C1 Commercial and R5 General Residential Districts and Placed Within the C1a Commercial Mixed-Use District

Commonly Known As: 815 - 821 Emerson Street

PINs:  
11-18-109-062-0000  
11-18-109-064-0000  
11-18-109-053-0000  
11-18-109-052-0000  
11-18-109-020-0000  
11-18-109-019-0000  
11-18-109-018-0000  
11-18-109-043-0000
EXHIBIT C

Map of Properties Removed from the C1 Commercial and R5 General Residential Districts and Placed Within the C1a Commercial Mixed-Use District
EXHIBIT D

Development Plans
CITY OF EVANSTON PLANNED DEVELOPMENT ZONING MAP - SPECIAL USE APPLICATION

MEZZANINE LEVEL

EMERSON ST.

OPEN TO BELOW

OPEN TO BELOW

STAIR

MECHANICAL

PARKING

18' - 0" 18' - 0" 18' - 0" 27' - 8" 27' - 8" 27' - 8" 18' - 0" 18' - 0" 18' - 0" 30' - 0" 30' - 0" 30' - 0" 30' - 0" 30' - 0" 25' - 6" 32' - 6" 148' - 6" 195' - 0"

RAMP DN

OUTLINE OF BLDG ABOVE

EMERSON PROJECT NO. 15012
03.07.2017

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1/32" = 1'-0"
CITY OF EVANSTON PLANNED DEVELOPMENT ZONING MAP - SPECIAL USE APPLICATION

TYPICAL RESIDENTIAL LEVEL

EMERSON ST.  ALLEY  BENSON AVE.

SETBACK 10' - 0"  15' - 0"

27' - 8"  18' - 0"  18' - 0"  18' - 0"

58' - 0"  79' - 1"

30' - 0"

181' - 0"

30' - 0"  60' - 0"

26' - 6"  5' - 0"  26' - 6"

27' - 7"

25' - 5"

27' - 6"  5' - 0"  27' - 6"

60' - 0"

58' - 0"

30' - 0"

18' - 0"  18' - 0"  18' - 0"

27' - 8"  18' - 0"  18' - 0"  18' - 0"

58' - 0"  79' - 1"

26' - 6"  5' - 0"  26' - 6"

5' - 0"

30' - 0"

18' - 0"  18' - 0"  18' - 0"

27' - 8"  18' - 0"  18' - 0"  18' - 0"

58' - 0"  79' - 1"

26' - 6"  5' - 0"  26' - 6"

5' - 0"

30' - 0"

18' - 0"  18' - 0"  18' - 0"

27' - 8"  18' - 0"  18' - 0"  18' - 0"

58' - 0"  79' - 1"

26' - 6"  5' - 0"  26' - 6"

5' - 0"

30' - 0"

18' - 0"  18' - 0"  18' - 0"

27' - 8"  18' - 0"  18' - 0"  18' - 0"

58' - 0"  79' - 1"

26' - 6"  5' - 0"  26' - 6"

5' - 0"

30' - 0"

18' - 0"  18' - 0"  18' - 0"

27' - 8"  18' - 0"  18' - 0"  18' - 0"

58' - 0"  79' - 1"

26' - 6"  5' - 0"  26' - 6"

5' - 0"

30' - 0"

18' - 0"  18' - 0"  18' - 0"

27' - 8"  18' - 0"  18' - 0"  18' - 0"

58' - 0"  79' - 1"

26' - 6"  5' - 0"  26' - 6"

5' - 0"

30' - 0"

18' - 0"  18' - 0"  18' - 0"

27' - 8"  18' - 0"  18' - 0"  18' - 0"

58' - 0"  79' - 1"

26' - 6"  5' - 0"  26' - 6"

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**ENCLOSED GROSS AREA** | **FAR AREA** | **RENTABLE RESIDENTIAL** | **EFFICIENCY** | **OUTDOOR AMENITIES** | **RETAIL PARKING** | **RESIDENTIAL PARKING** |
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Site Area: 42,331.40 sf

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242 | 71 | 40 | 93 | 38 | % of Mix | 29% | 17% | 38% | 16% |

**INCLUDES 2 CAR SHARE**

CITY OF EVANSTON PLANNED DEVELOPMENT ZONING MAP - SPECIAL USE APPLICATION
L2-L9 DIAGRAM
MEZZANINE DIAGRAM
GROUND LEVEL DIAGRAM
BASEMENT DIAGRAM
CITY OF EVANSTON PLANNED DEVELOPMENT ZONING MAP - SPECIAL USE APPLICATION

L2-L9 DIAGRAM

MEZZANINE DIAGRAM

GROUND LEVEL DIAGRAM

BASEMENT DIAGRAM
GROUND LEVEL
0' - 0"

MEZZ
10' - 0"

LEVEL 2
20' - 0"

LEVEL 3
31' - 10"

LEVEL 4
42' - 0"

LEVEL 5
52' - 2"

LEVEL 6
62' - 4"

LEVEL 7
72' - 6"

LEVEL 8
82' - 8"

LEVEL 9
92' - 10"

T/ ROOF
103' - 0"

ALLEY
EMERSON ST.

CTA EASEMENT

LOADING DOCK

GATE, PAINTED TO MATCH METAL PANEL

AMENITY DECK

PARKING GARAGE

ENTRANCE

RESIDENTIAL PARKING

GARAGE

CTA EASEMENT

LOADING DOCK SCREEN

RESIDENTIAL PARKING

GARAGE BEHIND

BIKE PARKING ENTRANCE

TRANSFORMER PADS WITH METAL SCREEN ENCLOSURE

GENERATOR ENCLOSURE TO MATCH BUILDING METAL PANEL WITH DOOR
1. Brick
   Medium Ironspot 46
2. Architectural Metal Panel
   Silver Storm
3. Architectural Metal Panel
   Fawn Metallic
4. Glazed Window Wall / Spandrel Glass
CONCRETE CURB

RETAIL & RESIDENTIAL LOADING

SU-30 feet
- Width: 8.00
- Track Length: 8.00
- Steering Angle: 31.8

NOTE:
THE WIDTH OF THE TRUCK DOES NOT TAKE INTO ACCOUNT MIRRORS AND DOOR OPENINGS
- Consider installation of countdown pedestrian signals.

PROJECT:
831 Emerson Street
Evanston, Illinois

TITLE:
Pedestrian Improvement Plan

CITY OF EVANSTON PLANNED DEVELOPMENT ZONING MAP - SPECIAL USE APPLICATION
EXHIBIT E

Landscape Plans
1. LOADING DOCK GATE DETAIL

SCALE: 1/2"=1'-0"

PREFINISHED 2" SQUARE BY 1/4" STEEL TUBE WELDED GATE FRAME

PREFINISHED 6" SQUARE BY 9'-0" HEIGHT 1/4" STEEL GATE POST, PLACE IN 18" DEEP CONCRETE FOOTING

1 X 4 GALVANIZED STEEL LOUVER GATE

3 PREFINISHED HINGES PER GATE WELDED TO POST AND GATE FRAME

STEEL GATE LATCH

6" SQUARE GALVANIZED STEEL POST

NOTE: POWDER COATED TO MATCH METAL PANEL OF BUILDING

2. LOUVER DETAIL

SCALE: 1 1/2"=1'-0"

PREFINISHED POST CAP WELDED TO TOP OF POST

PREFINISHED 2" SQUARE BY 1/4" STEEL TUBE WELDED GATE FRAME

POWDER COATED LOUVER

POWDER COATED ALUMINUM LOUVER FRAME

TRUSSES ROD, TYPICAL

STEEL GATE LATCH

DROP RODS

NOTE: POWDER COATED TO MATCH METAL PANEL OF BUILDING
MEETING MINUTES
PLAN COMMISSION
Wednesday, March 8, 2017
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Jim Ford (Chair), Simon Belisle, Terri Dubin, Carol Goddard, Peter Isaac, Colby Lewis, Andrew Pigozzi, Jolene Saul

Members Absent: Patrick Brown

Associate Members Present: none

Associate Members Absent: Scott Peters

Staff Present: Meagan Jones, Neighborhood and Land Use Planner
Scott Mangum, Planning and Zoning Administrator

Presiding Member: Jim Ford, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Ford called the meeting to order at 7:04 P.M. and introduced Jolene Saul, who was recently appointed to the Plan Commission.

2. APPROVAL OF MEETING MINUTES: January 11, 2017

Commissioner Goddard requested a change to the minutes reflecting that the Northwestern parking lot site is key to the North Downtown Planning Area. Commissioner Lewis made a motion to approve the minutes from January 11, 2017 with the suggested change. Commissioner Goddard seconded the motion.

A voice vote was taken and the minutes were approved, 8-0.

3. NEW BUSINESS

A. PLANNED DEVELOPMENT 17PLND-0011

831 Emerson Street
Tim Anderson, CA/Focus Evanston JV, LLC, has applied for a Planned Development with a rezoning from C1 Commercial and R5 General Residential to C1a Commercial Mixed Use and Special Use for a Convenience Store to construct a 9-story, 242-unit residential building with a 3,330 square foot ground floor commercial space and 175 parking spaces. The applicant seeks site development allowances for: number of dwelling units, building height (103 feet), floor area ratio (4.66), number of parking...
spaces, 0-foot rear and side yard setbacks for open parking along the north, east, and west property lines, no landscaping buffer along the rear (north) property line, a loading berth in the front yard which is open to the sky and within 30 feet of an intersection, and reduced setback and screening for transformers located within 2 feet of a building. In addition, the applicant may seek and the Plan Commission may consider additional Site Development Allowances as may be necessary or desirable for the proposed development.

Katriina McGuire provided a brief introduction of the development team for the project (which included representatives from Focus Development, CA Ventures, BkL Architecture, KLOA and The Habitat Company) after which a brief presentation with an overview of the proposed development was given by Vicky Lee (Focus) and Angela Spadoni (BkL) pointing out changes from the previous 2015 submission. Luay Aboona of KLOA highlighted traffic and pedestrian items and Tim Anderson of CA/Focus Development highlighted some of the public benefits of the project.

Chair Ford opened the hearing to Commissioner questions and comments. Questions and comments included:
- Clarification on the proposed building materials and structural type for the development.
- Questions regarding the environmental remediation of the site and storm water detention.
- Target rental audience and rental rates.
- Clarification of details for the easement on the CTA property to the west of the property.
- Considerations for the affordable housing requirement.

Chair Ford opened the hearing to questions and comments from the public. Four members of the public spoke. General questions and comments included:
- Clarification on building and parking setbacks.
- Concerns over the amount of parking provided and the location of the proposed loading area.
- A statement of support from the Sherman Gardens Board of Trustees.

Chair Ford stated that a request for continuance had been received and that the public hearing would be continued to March 22, 2017 at 7:00 PM in the Council Chambers. At that time several members of the public who signed up to speak opted to speak at the March 22nd meeting. At the request of the developer, Susan Wolan, who requested the continuance, stated that there was concern over the remediation timeline and safety measure that would be taken. She explained that she and other residents of Sherman Gardens would like to conduct further research on this aspect of the project and gather documents from their experience with remediation of the parking lot north of the proposed development site.

Commissioner Belisle moved to continue the item to March 22, 2017 at 7:00 PM in Council Chambers. The motion was seconded by Commissioner Goddard. A
voice vote was taken and the motion was approved unanimously 8-0.

B. TEXT AMENDMENT
Generators
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to establish regulations for allowed location of generators.

Ms. Jones provided a brief overview of the proposed text amendment, explaining that generators are not referenced within the zoning ordinance; however, staff uses regulations related to air conditioners when determining setbacks and other zoning related regulations.

The Commission had questions regarding the reason for initiating the text amendment and how it would apply, if at all to temporary generators. They also asked for clarification on whether this amendment would be for both commercial and residential use of generators. There was concern mentioned regarding the possible nuisances created by the use of generators and how that would be abated. Mr. Mangum stated that the subsection used for this item is a general provision that refers to all zoning districts and the idea was to place this in a section where a similar item is regulated and used with more frequency. Ms. Jones stated that there was a recent ordinance which regulates decibel levels for this type of equipment which lowered the maximum decibel level allowed.

There was a suggestion that additional information be obtained and perhaps separate the generator requirements from those of air conditioner requirements to address the questions and concerns.

Commissioner Saul made a motion to continue the text amendment in order for staff to obtain additional information and return to the Commission when ready. The motion was seconded by Commissioner Pigozzi. The motion was approved unanimously 8-0.

C. TEXT AMENDMENT
Micro-distilleries
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to amend the permitted and special uses within a number of the Business, Commercial, and Industrial Zoning Districts relating to micro-distilleries.

Ms. Jones provided a brief overview of the proposed text amendment, explaining where micro-distilleries and craft breweries were currently allowed, where these uses are currently operating within Evanston and how they are regulated.

The Commission discussed the definitions of each use, inquiring about how craft breweries and micro-distilleries are regulated outside of the zoning ordinance and if the elimination of the specific production quantity limits would lead to regulation inconsistencies in the future. Ms. Jones explained that craft breweries and micro-distilleries have production limits that align with state regulations and the City has...
specific liquor license classes that further regulate these uses.

The Commissioners also discussed the necessity of eliminating the choice to include a tasting room, stating that in certain industrial districts, the inclusion may not be necessary versus in a smaller business district or downtown. Some discussion followed regarding the names for each use, specifically micro- versus craft- distillery or brewery and if the zoning titles for the uses should align with both the liquor control ordinance and state titles.

Commissioner Goddard made a motion to accept the recommendation for the proposed text amendment with the suggested provision for tasting rooms in Zoning Districts where Special Uses are required and title change to align micro-distilleries with craft-distilleries. Commissioner Lewis seconded the motion. The motion was approved unanimously by roll call vote 8-0.

4. PUBLIC COMMENT

There was no public comment.

5. ADJOURNMENT

Commissioner Pigozzi made a motion to adjourn the meeting. Commissioner Dubin seconded the motion.

A voice vote was taken and the motion was approved by voice call 8-0. The meeting was adjourned at 8:51 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
MEETING MINUTES  
PLAN COMMISSION  
Wednesday, March 22, 2017  
7:00 P.M.  
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers  

Members Present: Jim Ford (Chair), Patrick Brown, Terri Dubin, Peter Isaac, Colby Lewis, Andrew Pigozzi, Jolene Saul  

Members Absent: Simon Belisle, Carol Goddard  

Associate Members Present: none  

Associate Members Absent: Scott Peters  

Staff Present: Meagan Jones, Neighborhood and Land Use Planner  
Scott Mangum, Planning and Zoning Administrator  

Presiding Member: Jim Ford, Chairman  

1. CALL TO ORDER / DECLARATION OF QUORUM  
Chairman Ford called the meeting to order at 7:00 P.M.  

2. APPROVAL OF MEETING MINUTES: March 8, 2017  
Chair Ford requested changes to the minutes regarding motions made for the text amendment and Planned Development. Commissioner Pigozzi made a motion to approve the minutes from March 8, 2017 with the suggested changes. Commissioner Dubin seconded the motion.  

A voice vote was taken and the minutes were approved, 6-0.  

3. OLD BUSINESS  
A. PLANNED DEVELOPMENT  
17PLND-0011  
831 Emerson Street  
Tim Anderson, CA/ Focus Evanston JV, LLC, has applied for a Planned Development with a rezoning from C1 Commercial and R5 General Residential to C1a Commercial Mixed Use and Special Use for a Convenience Store to construct a 9-story, 242-unit residential building with a 3,300 square foot ground floor commercial space and 174 parking spaces.
The applicant seeks site development allowances for: number of dwelling units, building height (103 feet), floor area ratio (4.66), number of parking spaces, 0-foot rear and side yard setbacks for open parking along the north, east, and west property lines, no landscaping buffer along the rear (north) property line, a loading berth in the front yard which is open to the sky and within 30 feet of an intersection, and reduced setback and screening for transformers located within 2 feet of a building. In addition, the applicant may seek and the Plan Commission may consider additional Site Development Allowances as may be necessary or desirable for the proposed development.

Ms. Jones provided a brief presentation reviewing the plan details for the proposed development and outlining the Standards for Approval which would be reviewed and discussed by the Commission during deliberation.

Chair Ford opened the hearing to public testimony, allowing Ms. Wolan, who requested the continuance, to speak first. Ms. Wolan expressed concerns about the timeline for the proposed environmental remediation of the site and precautions that would be in place for removal of contaminants. Steve Newlin of Apex Companies, which will be handling the remediation process, explained environmental tests and research previously done on the property and provided the process and likely timeline for remediation of the site. Matt Otto later provided additional information regarding any possible remediation procedures for the existing building.

One additional member of the public spoke with comments including:
- The number of site development allowances.
- Concerns about construction noise and traffic as well as the state of the building in the future.
- Clarification on specific measures that will be taken in consideration of migratory birds.
- Concern regarding how Inclusionary Housing Fund money will be used.

Angela Spadoni, of BKL Architecture, provided some additional information regarding measures that will be taken to mitigate harm to migratory birds including fritting on amenity space railing and tinting of building windows. Katriina McGuire, of Thompson Coburn LLP, then made a closing statement.

Chairman Ford closed the public hearing portion and asked for comments from the Commission. The Commissioners discussed several items including:
- Referencing items required by ordinance as public benefits.
- Clarification on remediation procedures and consideration of additional noticing for Sherman Gardens residents prior to different phases commencing.
- Location and use of the loading berth.
- A contingency for loading and parking should the license between the applicant and the CTA become void.
The effect of the proposed development on the school districts. This also included discussion on how to incorporate determination of potential impact on school districts into the general review process for larger projects.

The Commission then reviewed the standards for approval of the Special Use, Rezoning and overall Planned Development project. Commissioner Isaac moved that the item be continued so that additional information could be obtained regarding possible effects of the project on the school districts. Due to a lack of a second, the motion failed. Additional discussion occurred regarding addressing the concerns above within the conditions for approval of the planned development.

Commissioner Lewis made a motion that the proposed planned development meets the established Standards for a Special Use, Map Amendment/Rezoning and Planned Development. Commissioner Dubin seconded the motion. A roll call vote was taken and the motion was approved 6-1.

Commissioner Dubin moved to recommend approval of the planned development including conditions as recommended by staff (below) with the added condition that adequate notice is provided to Sherman Gardens residents prior to various phases of demolition and environmental remediation of the subject property.

1. The proposed planned development shall substantially conform to the plans and documents attached to this report.
2. The building residents will not be eligible for residential on-street parking permits in the area.
3. The applicant must agree to a Construction Management Plan (CMP) before issuance of the building permit.
4. Any change in use must be approved as an amendment to the Planned Development.
5. Within one year of the issuance of the final Certificate of Occupancy for the building, the applicant must submit a traffic study analyzing the turning movements at the western access drive including analysis of any traffic incidents adjacent to the site. Based on the analysis of the traffic study, the City reserves the right to restrict movements in or out of the proposed western access drive.
6. Prior to issuance of the Final Certificate of Occupancy, the applicant must submit an approval letter from the Illinois Environmental Agency that any environmental contamination on site has been remedied.
7. The delivery hours for the on-site commercial use are prohibited during 7 AM – 9 AM and 4 PM – 6 PM Monday through Friday.
8. Prior to issuance of the building permit, the applicant must provide an executed copy of the access agreement from the CTA for the use of CTA property adjacent to the railroad tracks.
The motion was seconded by Commissioner Pigozzi.

A roll call vote was taken and the motion was approved 6-1.
Ayes: Brown, Dubin, Ford, Isaac, Pigozzi, Saul
Nays: Isaac

4. PUBLIC COMMENT

There was no public comment.

5. ADJOURNMENT

Commissioner Saul made a motion to adjourn the meeting. Commissioner Isaac seconded the motion.

A voice vote was taken and the motion was approved by voice call 7-0.
The meeting was adjourned at 8:55 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
List of Proposed Public Benefits

As part of the application for Special Use, Planned Development and Rezoning for the proposed residential development at 831 Emerson (the “Proposed Development”), the Applicant, CA/Focus Evanston JV, LLC (the “Developer”) agrees to provide the following public benefits:

1. A $2,400,000 cash contribution into the City of Evanston’s affordable housing fund in lieu of providing 24 required affordable units onsite;

2. Remediation of contaminated soil on site at a cost of at least $500,000;

3. Two car-share spaces on site for use by residents of the Proposed Development and by the general public;

4. Bicycle parking for visitors and the general public along Emerson Street for approximately 18 bicycles;

5. Contribution of $20,000 to the City of Evanston towards the Divvy program;

6. Commitment to provide $10,000 toward the installation of public art in the area surrounding the Proposed Development with a goal of obtaining permission from the Chicago Transit Authority (“CTA”) to use the $10,000 contribution to provide an art installation that would beautify the CTA viaduct adjacent to the site;

7. Improvements to the intersections as follows:
   a. Sherman Avenue and Emerson Street: restriping existing crosswalks to high visibility;
   b. Maple Avenue and Emerson Street: restriping existing crosswalks to high visibility;
   c. Benson Avenue and Elgin Road: restriping existing crosswalks to high visibility;
   d. Public Alley and Emerson Street: restriping existing crosswalks to high visibility;

8. Contribution of $20,000 to the City of Evanston towards the installation of pedestrian countdown timers in the surrounding intersections as the City deems necessary;

9. Improvements to the public alley east of the Proposed Development to allow for a safe and comfortable pedestrian experience including:
   a. Enhanced lighting on and around the Proposed Development;
   b. Construction of a pedestrian sidewalk along the Proposed Development with appropriate landscaping for residents of Sherman Gardens to safely access their parking area;
   c. Repaving of the alley adjacent to the eastern property line of the Proposed Development; and
   d. Addition of street trees to improve the pedestrian experience along Emerson; and
e. A raised crosswalk at the Emerson entrance of the alley east of the subject property for encouraging motorists entering the alley to slow down prior to turning into it;

10. Wayfinding signage pointing to transit services at the Davis St. Metra/CTA/Pace/Divvy stations and indicating the walking distance to such transit stops will be installed at the mouth of the north-south alley east of the Proposed Development and at the intersection of Benson and Emerson to. The proposed signage will direct pedestrians to access the Foster street CTA station from Emerson and through the existing marked crosswalk east of Benson rather than at the intersection of Benson and Emerson to encourage safe pedestrian flow;

11. Utilization of measures for limiting harm to migratory birds such as a ceramic frit pattern at the 2nd floor roof deck guard rail, blue or gray tinted glass in the building windows, and punched out building windows rather than a window wall to limit damage to birds;

12. LEED Silver certification;

13. One electric vehicle charging station;

14. Employment of at least five Evanston residents during construction; and

15. Transit tracker in residential lobby.
To: Honorable Mayor and Members of the City Council
Planning and Development Committee
From: Scott Mangum, Interim Director of Community Development
Melissa Klotz, Zoning Planner
Subject: Ordinance 25-O-17 Granting Major Zoning Relief for a Circular Driveway Fronting Sheridan Rd. at 2658 Sheridan Rd.
Date: March 28, 2017

Recommended Action
City staff recommends adoption of Ordinance 25-O-17 granting major zoning relief to construct a circular driveway fronting Sheridan Rd. where circular driveways are only permitted when fronting Ridge Ave. or Crawford Ave. in the R1 Single Family Residential District. The applicant has complied with all zoning requirements and meets all of the standards for a variation for this district.

Livability Benefits
Health & Safety: Enhance resiliency to natural & human hazards

Summary
The applicant proposes to construct a circular driveway fronting Sheridan Rd., where circular drives are only permitted on Ridge Ave. or Crawford Ave. The property currently features one curb cut near the north property line with driveway access fronting Sheridan Rd. that leads to the detached garage at the rear of the property. There is alley access at the rear of the property, though the detached garage (with a coach house unit above) features vehicle access facing east to the driveway/Sheridan Rd. rather than to the alley. The garage/coach house is a solid brick structure that would be difficult to modify to obtain alley access.

The existing garage/coach house features two separate single bay garage doors that make it difficult to maneuver two vehicles into the garage with space to exit both vehicles, so the property owner typically leaves at least one vehicle in the driveway in front of the garage. With a vehicle in the way, it is impossible to conduct a three-point turn in the rear to turn vehicles around to exit onto Sheridan Rd. safely. The property owner has attempted to utilize a three-point turn in the front yard as well. However, due to the
location of the existing driveway and the grade change on the north side of the property, vehicle wheels frequently slip off of the driveway and create ruts abutting and onto the neighboring property to the north (see images).

The Zoning Ordinance only permits circular driveways on Ridge Ave. and Crawford Ave., on properties at least 75' in width, where the pavement does not exceed 30% of the front yard’s area, and where the circular driveway does not protrude into a required side yard. This proposal meets these conditions with the exception of the Sheridan Rd. frontage. The Zoning Ordinance specifically states circular driveways are permitted on Ridge Ave. and Crawford Ave. because:

The use of a noncircular driveway may create a hazardous and unsafe traffic condition endangering the health, safety and welfare of the public.

The property owner feels this is the case at 2658 Sheridan Rd. A temporary speed feedback sign is currently located near the property to address concerns that vehicles travel at high speed on Sheridan Rd. and drivers sometimes do not stop for pedestrians that cross Sheridan Rd. at Ingleside Pl. approximately 100’ north. Other properties in the vicinity, including 2674 Sheridan Rd. (two properties north of the subject property) feature circular driveways. 2674 Sheridan Rd. also abuts an alley and features a detached garage in the rear with alley access.
The subject property does currently feature a walkway in the front yard that leads to Sheridan Rd. and has a small curb cut near the south property line. The proposed circular driveway will be located in the same approximate area as the existing curb cut, which will be increased to a width compliant with City standards for driveway aprons. City staff is not aware of any opposition to the proposal.

Legislative History
March 7, 2017: The ZBA recommended approval for zoning relief to construct a circular driveway fronting Sheridan Rd. The ZBA recommended approval 4-1, with the dissenting vote noting alternatives are available that are compliant or require less zoning relief.

Attachments
Ordinance 25-O-17
March 7, 2017 Draft ZBA Meeting Minutes Excerpt
ZBA Findings
March 7, 2017 ZBA Packet:
https://www.cityofevanston.org/home/showdocument?id=9959
AN ORDINANCE

Granting A Major Variation Related to 2658 Sheridan Road in the
R1 Single Family Residential District

WHEREAS, Jim Hennessey (the “Applicant”), property owner of the
property commonly known as 2658 Sheridan Road (the “Subject Property”), located
within the R1 Single Family Residential Zoning District and legally described in Exhibit
A, attached hereto and incorporated herein by reference, submitted an application
seeking approval of a Major Variation to zoning requirements imposed by Subsection 6-8-1-9 of Title 6 of the Evanston City Code of 2012, as amended (the “Zoning
Ordinance”); and

WHEREAS, the Applicant requests the following Major Variation:

(A) The Applicant requests to construct a circular driveway fronting Sheridan Road
on the Subject Property where circular driveways are only permitted when
fronting Ridge Avenue or Crawford Avenue; and

WHEREAS, on March 7, 2017, the Zoning Board of Appeals (“ZBA”),
pursuant to proper notice, held a public hearing in case no. 17ZMJV-0005 to consider
the submitted application, received testimony, and made written records and findings
that the application did meet the standards for Major Variations set forth in Subsection
6-3-8-12-(E) of the Zoning Ordinance and recommended City Council grant the Major
Variations; and

WHEREAS, at its meeting of March 27, 2017, the Planning and
Development (“P&D”) Committee of the City Council received input from the public,
carefully considered the ZBA’s record and findings and recommended the City Council accept the ZBA’s recommendation and approve the Major Variations in case no. 17ZMJV-0005; and

WHEREAS, at its meetings of March 27, 2017 and April 10, 2017, the City Council considered and adopted the recommendation of the P&D Committee,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby adopts the P&D Committee’s records, findings, and recommendations, and hereby approves, pursuant to Subsection 6-3-8-10-(D) of the Zoning Ordinance, the Major Variations on the Subject Property applied for in case no. 17ZMJV-0005 and described hereinafore.

SECTION 3: The Major Variations approved hereby are as follows:

(A) Approval to allow construction of a circular driveway on the Subject Property fronting Sheridan Road. Subsection 6-8-1-9 permits circular driveways only on properties fronting Ridge Avenue or Crawford Avenue.

SECTION 4: Pursuant to Subsection 6-3-8-14 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Major Variations granted hereby, violation of any of which shall constitute grounds for penalties or revocation thereof pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(A) Compliance with Requirements: The Applicant shall develop and use the Subject Property in substantial compliance with all applicable legislation, with the testimony and representations of the Applicant to the ZBA, the P&D Committee, and the City Council, and the approved plans and documents on file in this case.
SECTION 5: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

SECTION 6: Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same.

SECTION 7: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 10: The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
Introduced: _______________, 2017

Adopted: _______________, 2017

Approved: ____________________________, 2017

_______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

_______________________________
Rodney Greene, City Clerk

Approved as to form:

_______________________________
W. Grant Farrar, Corporation Counsel
EXHIBIT A

Legal Description

Lot 3 in Block 2 in Nate and Phelp’s Addition to Evanston, a Subdivision of Part of the South Section of Quilmette Reservation in Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN(s): 05-35-407-020-0000

Commonly Known As: 2658 Sheridan Road, Evanston, Illinois.
MEETING MINUTES EXCERPT
ZONING BOARD OF APPEALS
Tuesday, March 7, 2017
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Lisa Dziekan, Mary Beth Berns, Myrna Arevalo, Mary McAuley, Kiril Mirintchev

Members Absent: Scott Gingold, Violetta Cullen

Staff Present: Melissa Klotz
Presiding Member: Mary Beth Berns

Declaration of Quorum
With a quorum present, Chair Berns called the meeting to order at 7:01pm.

Approval of Minutes
The minutes from the January 24, 2017 Zoning Board of Appeals meeting were motioned for approval by Ms. McAuley and seconded by Ms. Arevalo. The minutes were approved 5-0.

New Business
2658 Sheridan Road ZBA 17ZMJV-0005
Jim Hennessey, property owner, applies for major zoning relief to construct a circular driveway in the R1 Single Family Residential District. The applicant proposes a circular driveway fronting Sheridan Road where circular driveways are only permitted when fronting Ridge Avenue or Crawford Avenue (Zoning Code Section 6-8-1-9). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Ms. Klotz read into the record.

Jim Hennessey, property owner, noted:
- Moved into property two years ago and then realized the hazard of backing onto Sheridan Road with cars driving at speeds at 40 MPH or higher.
- Spent more than six months looking at alternatives, including hammerhead in front and rear yard, but there is not enough space.
- Surrounding neighbors are supportive, and letters were submitted.
- Only house on the street without alley access. There is an alley but no garage doors facing alley.
- Two houses north has circular driveway [2674 Sheridan Road].
- City recently placed speedometer near property because the street is so busy.
- Application meets requirements for lot with, setbacks, and impervious surface.
- Small pedestrian curb cut already exists and will be widened for vehicle.
- Brick driveway proposed with concrete apron and small gravel strip toward rear of drive.
- Budget is $200,000.

David Meek, attorney, noted:
- Making front hammerhead larger may work but would established front yard parking in violation of code.
- Sheridan Road shares same attributes as Ridge and Crawford that allow circular drives.
- Circular drive creates symmetry and options for better aesthetic landscaping than a hammerhead.

Mr. Hennessey continued:
- Will back up from garage out toward sidewalk, then turn through circular area.

Ms. Berns said this option would still work with a hammerhead, and asked whether the limiting factor to turning around is the rear patio. The applicant stated that the patio is somewhat an issue, but the larger problem is if there is a car parked in front of the garage. Applicant does not park any vehicles in garage.

Ms. Berns stated that an option is to get access from the alley and put garage doors on both sides, which would cost less than the drive. The applicant responded that there is a staircase that goes across back of garage, and mechanicals, too. The attorney added that they are unsure of structural integrity of 100 year old brick coach house to add doors. Staircase is still problematic.

Ms. Dziekan said they did not experience the same traffic volume on Sheridan Road compared to Ridge, although they did not experience rush hour. A traffic study to compare traffic volume would be helpful.

Ms. McAuley stated that Sheridan Road is very heavily traveled during rush hour, and they understand the need for the circular drive.

The ZBA entered into deliberation:

Ms. McAuley said that it is a safety issue, but also aesthetically the circular drive is much better.

Ms. Dziekan said that no rear access from garage to alley is unique to this property, so the drive is a reasonable solution.

Ms. Arevalo agreed, and likes that pavers would be used.

Mr. Mirintchev agreed. Other solutions create a larger impervious area, and they would still have a turning problem in alley since the garage is right at alley line and alley is only
sixteen feet wide.

Ms. Berns said that front yard parking is not the intent of the zoning ordinance. They are opposed because there are better alternatives.

Ms. Dziekan asked whether parking could specifically be prohibited in the front yard. Ms. Berns disagreed because enforcement is very difficult.

Ms. McAuley said that this option beautifies the lot, and it is nice to have a place for guests to park.

The standards were addressed:
1) Yes
2) 4-1, Yes (Berns, no)
3) Yes
4) 4-1, Yes (Berns, no)
5) Yes
6) Yes
7) 4-1, Yes (Berns, no)

Ms. Dziekan questioned which option does not require a variance? Ms. Berns said alteration to the coach house or hammerhead in rear. Ms. McAuley disagreed, stating this is the least onerous option.

Ms. McAuley moved to provide a positive recommendation to City Council, seconded by Ms. Arevalo. The ZBA voted 4-1 to approve positive recommendation.
In the case of

**Case Number:** 17ZMJV-0005  
**Address or Location:** 2658 Sheridan Rd.  
**Applicant:** Jim Hennessey, property owner  
**Proposed Zoning Relief:** Construct a circular driveway fronting Sheridan Rd. where circular driveways are only permitted on Ridge Ave. and Crawford Ave.

After conducting a public hearing on March 7, 2017, the Zoning Board of Appeals makes the following findings of fact, based upon the standards for major variances specified in Section 6-3-8-12 of the City Code:

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<th>Standard</th>
<th>Finding</th>
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<td>(A) The requested variation will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties;</td>
<td><strong>X</strong> Met _____Not Met</td>
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<td>(B) The requested variation is in keeping with the intent of the zoning ordinance;</td>
<td><strong>X</strong> Met _____Not Met</td>
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<td>(C) The alleged hardship or practical difficulty is peculiar to the property;</td>
<td><strong>X</strong> Met _____Not Met</td>
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<td>(D) The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out;</td>
<td><strong>X</strong> Met _____Not Met</td>
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<td>(E) The purpose of the variation is not based exclusively upon a desire to extract additional income from the property; or there is a public benefit;</td>
<td><strong>X</strong> Met _____Not Met</td>
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(F) The alleged difficulty or hardship has not been created by any person having an interest in the property;  
| Met | Not Met | 5-0 |

(G) The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property;  
| Met | Not Met | 4-1 |

and, based upon these findings, and upon a vote of  

___4__ in favor & ___1__ against

recommends to the City Council

___X___ approval

____ denial

**Attending:**

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<td>_<strong>X</strong> Myrna Arevalo</td>
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<td>_<strong>X</strong> Mary McAuley</td>
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457 of 512
Memorandum

To: Honorable Mayor and Members of the City Council
   Rules Committee

From: Martin Lyons, Assistant City Manager/Chief Financial Officer
      Ashley King, Budget & Finance Manager
      Andrew Villamin, Accounting Manager

Subject: Selecting a Financial Institution

Date: April 12, 2017

Recommended Action:
Staff submits a summary of the City of Evanston’s procedures for selecting a financial institution and asks Council to accept and place on file.

Livability Benefits:

Summary:
The Government Finance Officers Association (GFOA) provides a best practice document for selecting financial institutions. This document, included as Attachment 1, states:

GFOA recommends that state and local governments establish a procurement process and assure periodic reviews of banking services. Adhering to a defined due diligence in selecting banking services and establishing proper controls will help a government achieve its objectives of appropriate and cost-effective banking services while protecting its funds and reducing risk to its reputation.

Governments should consider including the following practices in their procurement of banking services:

1. Periodically initiate a process of competitive procurement in accordance with the state and local laws and regulations, for major banking services. The process should use a request for proposals (RFP) that should include services, fees, earnings credit rates, and availability schedules for deposited funds. In addition, it is important to utilize independent bank evaluation services to verify creditworthiness...
of the financial institution prior to award of a contract and throughout the contract period.

The City of Evanston most recently underwent the RFP process for a financial institution in 2012. The City Council awarded the contract to First Bank & Trust (FBT) during their November 26, 2012 Council meeting (Attachment 2). By undergoing a comprehensive RFP (also attached in Attachment 2), City staff was able to directly compare a variety of offerings from respondents. Prior to using FBT, Evanston used Chase Bank for financial services. Staff will review banking services in 2017 as it has been five years since the 2012 proposal from First Bank and Trust was accepted.

Attachment 1: GFOA Best Practices Selecting Financial Institutions
Attachment 2: Award of Banking Services to First Bank and Trust in 2012 and RFP.
State and local governments use a wide variety of banking services for the deposits, disbursement, and safekeeping of public funds. Prudent procurement practices require the reevaluation of banking services on a periodic basis. In addition, continual changes in technology, treasury management practices, and banking industry structure offer public funds managers opportunities to reevaluate banking services and costs.

GFOA recommends that state and local governments establish a procurement process and assure periodic reviews of banking services. Adhering to a defined due diligence in selecting banking services and establishing proper controls will help a government achieve its objectives of appropriate and cost-effective banking services while protecting its funds and reducing risk to its reputation.

Governments should consider including the following practices in their procurement of banking services:

1. Periodically initiate a process of competitive procurement in accordance with the state and local laws and regulations, for major banking services. The process should use a request for proposals (RFP) that should include services, fees, earnings credit rates, and availability schedules for deposited funds. In addition, it is important to utilize independent bank evaluation services to verify creditworthiness of the financial institution prior to award of a contract and throughout the contract period.

2. Have contracts for banking services that specify services, fees, and other components of compensation. If applicable, this should include tri-party depository contracts that require that the custodian complies with collateral requirements.

3. Identify a primary relationship manager who will serve as a central point of contact, understand the needs of the entity and be able to offer recommendations for service improvements.

4. Evaluate the relative benefits and costs of paying for services through direct fees, compensating balances, or a combination of the two (blended). Factors to consider in this evaluation are the earnings credit rate, reserve requirements and insurance fees on deposits.

5. Evaluate the governments needs in comparison to the costs and benefits of specific banking services, including:
   - Electronic
     - balance and transaction-reporting services (image access and usage)
     - stop payments
• payment capabilities
• deposit capabilities
• transmitted analysis and statements
• digitized storage of paid checks and statements
• stale date check management
• access to safekeeping/custodial information
• access to investment performance reporting

• Accounts
  ◦ controlled disbursement
  ◦ collection account
  ◦ zero-balance
  ◦ interest-bearing
  ◦ investment sweep account

• Security features
  ◦ positive pay services including payee positive pay service (which is payee matching)
  ◦ reconciliation services
  ◦ Automated Clearing House (ACH) blocking/filtering services
  ◦ check to ACH conversion
  ◦ Non-sufficient funds (NSF)/ACH conversion for representment of NSF check
    (Represented Check Entries, RCK)
  ◦ collateral requirements (reporting by the custodian required)

• Treasury management services
  ◦ lock-box services
  ◦ credit card receipt merchant services
  ◦ safekeeping or custody arrangements (delivery versus payment, DVP)
  ◦ procurement cards
  ◦ stored value (payroll) cards
  ◦ Web links for Internet payment for services

6. A treasury management review and comprehensive evaluation should be performed prior to the issuance of an RFP to ensure that the treasury manager asked for all required and optional banking services. Consider using a Request for Information (RFI) or meeting with several banks in advance of the RFP process to determine if there are any products/services available that your jurisdiction would be interested in adding. This preliminary work is necessary periodically to take advantage of changes in banking services and technology as new services become available. In the event that these services are procured through the use of a request for proposal, the request for proposal and the vendor response should be included as part of the contract.

References:
• An Introduction to Treasury Agreements, Linda Sheimo, GFOA, 1993.
• GFOA Best Practice, Collateralization of Public Deposits, 2007.
For City Council meeting of November 26, 2012  
Business of the City by Motion: Banking Services Contract  
For Action

Memorandum

To: Honorable Mayor and Members of the City Council  
   Administration and Public Works Committee

From: Martin Lyons, Assistant City Manager/Chief Financial Officer  
      Hitesh Desai, Accounting Manager

Subject: Banking Services Contract (RFP 12-142)

Date: November 26, 2012

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a four-year contract for commercial banking services with First Bank and Trust of Evanston. Commercial services include City payroll, accounts payable and cash management functions. This will not affect the existing interest bearing accounts with other institutions, and the City may also continue to invest at JP Morgan Chase Bank.

Funding Source:
The City plans to continue utilizing a “compensating balance” method for banking services. By utilizing this method, fees and charges are offset against an earnings credit allowance. As such, banking service fees are “netted” against investment income accounts in City operating accounts in the General Fund, Water Fund, Parking Fund, etc.

Summary:
The City of Evanston has been using the services of J.P. Morgan Chase and First Bank and Trust as primary banks for over ten years. The City last initiated a Request for Proposal (RFP) process for banking services in 2008. However, due to the unstable economic environment and resultant bank failures, the City did not make any changes to its banking services at that time. Since the economy has gradually stabilized, staff has proceeded with exploring the market for the most efficient and cost-effective option for the delivery of banking services.

Staff initiated a RFP process earlier this year to identify Evanston-based banks possessing the capacity and expertise necessary to provide depository and other banking services for the City of Evanston. Additionally, staff sought a local banking option which complied with the Illinois Public Funds Investment Act (30 ILCS 235/) as well as other State and Federal regulations while providing the services to the...
City in the most efficient, effective and economic manner.

Below is a list of the banks which responded to the City's Request for Proposal for banking services:

- First Bank and Trust
- J.P. Morgan Chase
- BMO Harris Bank
- North Shore Community Bank
- PNC Bank
- Bank of America

A staff team composed of the Assistant City Manager, Finance Division Manager, Accounting Manager, and Purchasing Manager reviewed and analyzed the banking services RFP responses using a variety of criteria including the following:

- Qualifications and Expertise
- Type and Scope of Services Provided
- Price
- Organization and Completeness of Proposal
- Willingness to Execute the COE Standard Agreement
- Social Responsibility

Based on the initial evaluation of the criteria listed above, Bank of America and PNC Banks were ruled out. Bank of America was determined to be unresponsive to the depository services portion of the RFP, as the Bank of America response addressed only the merchant banking portion of the RFP. PNC Bank was ruled out as they proposed overall higher fees for banking and depository services in comparison to the other respondents.

The remaining four banks were invited to participate in in-person interviews with the banking services review team. Following the interview process, North Shore Community Bank was eliminated based on their inability to collateralize more than $10M in deposits and their comparatively higher Federal Deposit Insurance Corporation (FDIC) fees. By collateralization, the banks typically provide U.S. Government securities to pledge any deposits not insured by FDIC.

All of the three remaining banks are qualified to administer the commercial banking operations for the City. Staff has developed a comparative analysis of the monthly earning credit rate and major fees associated with the remaining three banking services RFP respondents: J.P. Morgan Chase, First Bank and Trust, and BMO Harris Bank. A summary of this analysis is provided immediately below.

Given the situation of having three qualified banks, staff believes it is a good practice to move the City's banking services from JP Morgan Chase (the City's bank for more
than 10 years) as a way to review all current accounts and practices from a new perspective. JP Morgan Chase also did not have the best fee/earnings credit results and is therefore not recommended.

The table below provides a summary of the fee and earnings credit analysis of the three remaining banks.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CHASE Proposed Rates</th>
<th>FIRST BANK Proposed Rates</th>
<th>BMO HARRIS Proposed Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Monthly Earnings Credit</td>
<td>$4,836</td>
<td>$6,964</td>
<td>$19,345</td>
</tr>
<tr>
<td>Estimated total of major cost items</td>
<td>$5,090</td>
<td>$4,685</td>
<td>$8,087</td>
</tr>
<tr>
<td>Monthly Earnings Credit (Cost)</td>
<td>$(254)</td>
<td>$2,279</td>
<td>$11,258</td>
</tr>
<tr>
<td>First Year Earnings Credit (Cost)</td>
<td>$(3,044)</td>
<td>$27,346</td>
<td>$135,102</td>
</tr>
<tr>
<td>Second Year Est Earnings Credit (Cost)</td>
<td>$(3,044)</td>
<td>$27,346</td>
<td>$(90,660)</td>
</tr>
</tbody>
</table>

Based on this review, BMO Harris provides the best net service costs when total fees are deducted from the proposed earnings credit rate, which is more than twice as high as any other responding bank. BMO Harris is only willing to guarantee this high earnings credit rate for one year. Because of this, staff has projected what City net fees would be in a second year, if BMO Harris paid the average earnings credit rate. Using this analysis, BMO Harris changes from being the best response on a fee basis ($107,756 higher than First Bank and Trust) to being the worst response ($118,006 lower than First Bank and Trust). In the event that the “introductory rate” from BMO Harris drops below 0.5%, a rate that is 25% higher than First Bank and Trust, and 100% higher than JP Morgan Chase, the net cost for BMO Harris will be greater than First Bank and Trust. The detailed table comparing the respondents has been provided as an attachment to this report.

Based on the comparative analysis of the three remaining banking services RFP respondents, staff proposes a four-year contract with First Bank and Trust. This proposal is based on the City’s desire to enter into a long-term relationship with stable fees and pricing with an institution that has a strong local presence and can provide professional services to the City. Staff believes that First Bank and Trust can meet these requirements.

This decision is extremely difficult because all of the interviewed banks are active in the community, sponsoring a variety of not-for-profit agencies located in and around the community. These agencies provide services to Evanston residents in the areas of arts and culture, education, economic development and affordable housing. Evanston is fortunate to have such committed institutions supporting the total residential and business community.

Attachments
Banking Services Comparison Table
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CHASE Proposed Rates</th>
<th>FIRST BANK Proposed Rates</th>
<th>BMO HARRIS Proposed Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Earnings:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Earning Credit allowance on Eligible Balance</td>
<td>$4,836</td>
<td>$6,964</td>
<td>$19,345</td>
</tr>
<tr>
<td>ECR Rate</td>
<td>.250</td>
<td>.400</td>
<td>1.000</td>
</tr>
<tr>
<td><strong>Total Credit</strong></td>
<td>$4,836</td>
<td>$6,964</td>
<td>$19,345</td>
</tr>
<tr>
<td><strong>Cost:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Investible Balance</td>
<td>$ -</td>
<td>$ -</td>
<td>$2,600</td>
</tr>
<tr>
<td>FDIC FEES</td>
<td>no fees</td>
<td>no fees</td>
<td>13 BASIS POINTS</td>
</tr>
<tr>
<td>LOCK BOX FEES - Monthly</td>
<td>$350</td>
<td>$500</td>
<td>$200</td>
</tr>
<tr>
<td>PER ACCOUNT / PER MONTH</td>
<td>$175/per month/Acct</td>
<td>$250/per month/Acct</td>
<td>$100/per month/Acct</td>
</tr>
<tr>
<td>LOCK BOX FEES - Monthly</td>
<td>$175</td>
<td>$200</td>
<td>$100</td>
</tr>
<tr>
<td>PER ACCOUNT / PER MONTH</td>
<td>$175/per month/Acct</td>
<td>$200/per month/Acct</td>
<td>$100/per month/Acct</td>
</tr>
<tr>
<td>LOCK BOX - Per transaction cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wholesale</td>
<td>$1,520</td>
<td>$1,010</td>
<td>$1,129</td>
</tr>
<tr>
<td>Per transaction</td>
<td>$0.700</td>
<td>$0.465</td>
<td>$0.520</td>
</tr>
<tr>
<td>Retail</td>
<td>$1,850</td>
<td>$1,484</td>
<td>$2,114</td>
</tr>
<tr>
<td>Per transaction</td>
<td>$0.455</td>
<td>$0.365</td>
<td>$0.520</td>
</tr>
<tr>
<td>PER ACCOUNT FEES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Account Maintenance fees</td>
<td>$160</td>
<td>$320</td>
<td>$224</td>
</tr>
<tr>
<td>Per Account/Per Month</td>
<td>$5</td>
<td>$10</td>
<td>$7</td>
</tr>
<tr>
<td>Online Services</td>
<td>$270</td>
<td>$60</td>
<td>$384</td>
</tr>
<tr>
<td>Per Account/Per Month</td>
<td>$150 + 10 per Acct/Mo.</td>
<td>$60/per month-</td>
<td>$12</td>
</tr>
<tr>
<td>NO. OF DEPOSITS</td>
<td>$281</td>
<td>$155</td>
<td>$562</td>
</tr>
<tr>
<td>Per Deposit fee</td>
<td>$1,0000</td>
<td>$0.550</td>
<td>$2</td>
</tr>
<tr>
<td>PER CHECK DEPOSIT FEES</td>
<td>$201</td>
<td>$450</td>
<td>$262</td>
</tr>
<tr>
<td>$0.0535</td>
<td>$0.120</td>
<td>$0.070</td>
<td></td>
</tr>
<tr>
<td>PAID CHECK FEES PER ITEM</td>
<td>$139</td>
<td>$161</td>
<td>$75</td>
</tr>
<tr>
<td>fees per check paid</td>
<td>$0.13</td>
<td>$0.15</td>
<td>$0.07</td>
</tr>
<tr>
<td>ACH FEES PER ITEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credits Originated</td>
<td>$94</td>
<td>$226</td>
<td>$75</td>
</tr>
<tr>
<td>per item fees</td>
<td>$0.05</td>
<td>$0.12</td>
<td>$0.04</td>
</tr>
<tr>
<td>ACH MAINTENANCE FEES</td>
<td>$210.00</td>
<td></td>
<td>$14</td>
</tr>
<tr>
<td>Per Account/Per Month ( 15 Accounts)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit received</td>
<td>$50</td>
<td>$121</td>
<td>$151</td>
</tr>
<tr>
<td>$0.05</td>
<td>$0.12</td>
<td>$0.15</td>
<td></td>
</tr>
<tr>
<td>Estimated total of major cost items</td>
<td>$5,090</td>
<td>$4,685</td>
<td>$8,087</td>
</tr>
<tr>
<td>Net ( ECR- Estimated major Cost)</td>
<td>$(254)</td>
<td>$2,279</td>
<td>$11,258</td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSAL

NUMBER: 12-142

For

Depository and Various Other Banking Services

PROPOSAL DEADLINE: 2:00 PM, July 27, 2012
Room 4200,
Lorraine H. Morton Civic Center,
2100 Ridge Avenue,
Evanston, Illinois, 60201

SEALED PROPOSALS TO BE RETURNED TO:

CITY OF EVANSTON
PURCHASING, ROOM 4200
LORRAINE H. MORTON CIVIC CENTER
2100 RIDGE AVENUE
EVANSTON, ILLINOIS 60201
PHONE (847)866-2935 * FAX (847)448-8128
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Attachment:  Sample Collateralization Agreement
CITY OF EVANSTON

NOTICE TO PROPOSERS

Sealed proposals will be received by the City of Evanston's Manager of Purchasing and Contracts in Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201, until 2:00 P.M. Central Standard Time on July 27, 2012. Proposals shall cover the following:

**Depository and Various Other Banking Services**
**RFP #12-142**

The City of Evanston’s Administrative Services Department is seeking proposals from experienced financial institutions for depository and various other banking services.

The City of Evanston (COE) in accordance with the laws of the State of Illinois, hereby notifies all institutions that it will ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful institution without discrimination on the grounds of race, color, religion, sex, age, sexual orientation marital status, disability, familial status or national origin. The City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

The Evanston City Council also reserves the right to award the contract to an Evanston institution if that institution’s bid is within 5% of the low bid.

Each Proposer shall be required to submit with his/her proposal a Disclosure of Ownership Interest Statement Form in accordance with Section 1-18-1 et seq. of the City Code. Failure to submit such information may result in the disqualification of such proposal.

Jewell Jackson
Manager, Purchasing and Contracts
1.0 INTRODUCTION
The City of Evanston (COE) is looking to initiate a partnership with a responsible commercial banking institution that not only exhibits the capability and expertise to provide depository and various other banking services, but also, willing to increase their lending and other services to the City’s residents, particularly those in low-income groups. Upon the adoption of any socially responsible bank ordinance by the COE, the bank agrees to disclose information including but not limited to the lending, deposits, and home foreclosures in the community.

The contract term desired is for a period of four (4) years with an option to renew for one (1) additional year.

Contact with COE personnel in connection with this request for proposal (RFP) shall not be made other than as specified in this RFP. Unauthorized contact of any COE personnel may be a cause for rejection of a proposal.

Prior to the submittal of a proposal, Proposers are advised to carefully examine:
- the contract documents;
- project scope and work tasks to be accomplished;
- specifications;
- insurance requirements and required documentation.

Proposers are advised to become thoroughly familiar with all conditions, instructions and specifications governing this RFP. Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the COE.

The COE will not be liable in any way for any costs incurred by respondents in replying to this RFP.

2.0 SCOPE OF SERVICES
A. Depository and Banking Services
The selected financial institution must comply with the Illinois Public Investment Act. The COE is looking for a financial institution which can meet or exceed the GFOA (www.gfoa.org) Best Practice Standards regarding various aspects of banking services.

1. Bank accounts will be interest bearing unless otherwise noted.
2. COE funds in excess of the FDIC limit are required to be 105% collateralized at all times.
3. Monthly reports detailing the adequacy of collateral must be supplied to the COE by the bank within (5) business days of the close of each month.
4. The banking institution must be both a “sending” and “receiving” bank on the automated clearing house system to accommodate our payroll disbursement and proposed utility billing collection electronically. The COE will transmit the data electronically. If the COE wishes to include this clearing time further please provide a revised schedule.

The COE desires to structure its accounts in such a way as to maximize its interest earnings by never allowing funds to remain idle and is interested in a floating rate tied to a common index for payment of interest earned on all COE accounts. The COE also desires to have a daily auto sweep of any excess balance (to be determined by account) to a separate money market account unless a similar rate of interest will be paid in the operating account. Please explain how you will meet this goal.

It is anticipated that the combined cash balances in all accounts will be approximately $75,000,000, depending on the time of the year.

B. Accounts Included
1. Primary (General Fund) Operating
2. Payroll
3. Accounts Payables
4. NSP2 Grant Account
5. Recreation Account
6. Water/Sewer Account
7. Parking
8. Debt Service Account
9. Lock Box Accounts
10. Library Account
11. Police/Fire Pension Fund Accounts
12. Capital Improvement
13. Other Accounts (29)

Note: The COE requires flexibility and may require additional operating and/or money market accounts on an as-needed basis.

C. Services Required
1. The selected financial institution shall provide partial reconciliation services on this account which will include but will not be limited to: monthly bank statements provided no later than seven business days after the end of the month, by electronic access or USB flash drive or equivalent to be approved by the COE of all cleared items, and wire services. The COE is also interested in receiving a USB flash drive or equivalent to be approved by the COE that would include copies of cancelled checks in lieu of the checks being returned to the COE with the month end statement.
2. Interest will be credited monthly based upon the average daily balance in the account.

3. The COE will be given credit for items cleared on your bank on the day provided in the banking regulations. Items clearing at institutions located within the Chicago Federal Reserve Region will be credited within one business day at a maximum. All other items deposited will be given credit within two business days at a maximum.

4. Deposit discrepancies, should any occur, will be brought to the attention of the COE designated person on the same day as the discrepancy is found via telephone and e-mail with follow-up in writing for any debits/credits made to correct the error.

5. Returned checks for deposit items to the account will not be returned by the depository financial institution. Instead, the check will be presented for payment a second time. If the check is returned a second time, the bank will notify the COE by debiting the account, returning the check to the COE and sending electronic notice of debit on the same day.

6. All charges for services will be outlined on the attached cost sheet. These costs will be fixed during the term of the contract. The banking institution may pass along costs that increase due to federally mandated regulations upon submitting written notice of such increase to the COE two months prior to such proposed increase taking effect, and upon demonstration of such mandate. Any items affected by such mandates should be noted on the Proposal Cost Form with an asterisk (*).

7. Research services, such as microfilming and other balance inquiries will be performed at the request of the COE or other COE personnel. Such charges, if any, for those services will be included in the fee structure.

8. Bank statements will include all items clearing the account. On the statement, deposits will be sorted in date order and checks will be sorted in numerical order. If it is discovered after the delivery of the statement that an item has been omitted from the statement, the Bank shall notify the COE immediately and mail the document to the COE instead of holding it until the next statement date.

9. All funds on deposit in excess of FDIC limits shall require the execution of a collateral agreement with the selected financial institution. The excess funds are required to be 105% collateralized at all times. This agreement shall outline the types of assets that may be utilized as collateral, the amount of collateral required, and the methodology. A copy of the COE current collateralization agreement is attached.
10. The financial institution shall provide to the COE within fifteen working days after the end of the calendar month, an account analysis of the COE account activity, showing the various types of transactions listed on the proposal cost form, and the costs assigned to each. Any costs shown on the account analysis, not specifically listed on the proposal cost form (Exhibit B), will not be considered valid under the contract.

11. Changes to the services must be agreed to by both parties.

12. The banking institution shall provide printed duplicate deposit slips, locking bank deposit bag, and endorsement stamps as needed at no cost to the COE.

13. In order to more efficiently manage its cash flow and invest funds, the COE desires the capability of on-line/electronic monitoring of its accounts. On-line monitoring should be accessible via personal computer. The COE wishes the capability of initiating internal transfers between COE accounts, initiating outbound wire transfers, downloading cleared check information, printing monthly statements, inquiring on ACH detail, and placing stop payments electronically. Please list your capability of providing the above services on the Proposal Cost Form (Exhibit B), as well as all costs associated with having on-line services. In addition, indicate costs for internal transfers and wire transfers initiated from an electronic system.

14. All outgoing wire transfers will be executed within two (2) hours after notification by the COE Finance Staff or to the extent allowed by law. There may be instances where the COE has wired money out prior to the receipt of a maturing investment, creating a daylight overdraft. Describe how this situation would be handled by your bank along with any associated fees if the daylight overdraft is allowed. This situation may not happen more than once per month. Please provide a copy of your bank’s Wire Transfer Agreement with your proposal.

15. The COE offers direct deposit of payroll to its employees. Over 600 of the COE’s total employees participate in the direct deposit. Payroll is processed bi-weekly. The COE will provide electronic transmission for the bi-weekly payroll to the bank prior to 3:00 p.m. on the pay date. Employees must receive credit the following morning. The COE wishes on-line capability to transmit this file to the bank. This software should also allow review of the transactions prior to being transmitted to the bank. The COE is interested in providing payroll card options to employees. Please describe your capabilities in this area.

16. The COE is also offering direct debit of a variety of payments including utilities for its customers. Data will be transmitted electronically. At the current time, approximately 1,600 residents are using utility direct debit.
service. Please describe your capabilities in this area. The COE is interested in other direct debit payment services provided by the bank.

17. The Payroll Zero Balance Account will not have any deposit transactions. Appropriate amounts will be transferred from the associated accounts to the payroll account to cover the clearance of any outstanding checks.

18. The COE requires utilizing a lock box service to process utility bills, vehicle stickers, parking fines, and ambulance usage payments. The number of water bills currently processed via the lockbox is approximately 10,000 every other month. The lockbox also processes parking tickets on a daily basis with a volume between 200-400, and ambulance receipts averaging 5 per day.

The banking institution will be required to collect items from the post office at least once per day.

All envelopes will be supplied by the COE. These will be pre-addressed reply envelopes printed in a sufficient size to comfortably accommodate the remittance advice and check. The COE has outsourced the printing and mailing of utility bills. The bills are laser printed on 8½ x 11 paper. There is an OCR line on the bills that includes the account number and amount due.

The banking institution will extract the contents of the envelopes from the lock box and process items for payment. An electronic transmission of all remittance data shall be prepared by the vendor and submitted to the COE on a daily basis no later than 3:30 p.m. on the date of processing. The coupons and copies of unmatched items shall be delivered to the COE by the next business day.

The banking institution shall send the following materials to the COE each day after processing:

A. Source documents
B. Detail report
C. Credit advice for each deposit
D. Any correspondence found in envelopes with the remittance

If your financial institution has an armored car service, please specify the cost, if any, for daily deposit pickups at various COE locations.

19. Please specify your financial institution’s in-house broker/investment capabilities.
20. Please include credit card processing fees and related equipment charges for up to twenty terminals if your bank offers this service.

21. The COE desires positive pay for the payroll account. Please discuss if your bank offers positive pay and the fees, if any, associated with this service.

22. The COE is currently using a combination of IP dial out and analog dial out point of sale terminals for credit cards. Please explain how you will connect to our current terminals or indicate if any changes are needed to our existing terminals.

23. Please provide your policy as to compliance with the “Red Flag Rule”. In November 2007, the Federal Trade Commission (FTC) issues a set of regulations, collectively known as “Red Flags Rule,” requiring that certain entities develop and implement written identity theft prevention and detection programs to protect consumers from identity theft. The Red Flag Rule was intended to ensure that banks, credit card companies and certain retailers protect consumer financial information.

24. Please provide your institution’s capabilities regarding purchasing card (P-Card) services for approximately 150 employees including monthly credit limits and single transaction limits.

25. The COE is interested in the use of social media platforms (e.g. Facebook, Twitter, SMS, etc) to conduct transactions with vendors, employees and the public. Please provide a description of your services in this area.

26. Please indicate your rating under the Community Reinvestment Act for the last five years.

27. Please indicate if your institution has been fined by any Illinois or U.S. banking regulators in the past five years. If so, please explain.

28. Please describe the institution’s role in real estate loans and foreclosures including number of current foreclosure cases, how mortgage loans are financed and any other information that will help the City understand the bank’s policies on the subject.

29. Please describe your bank’s activities in Evanston, including loan funds invested in Evanston businesses, lending practices in Evanston, employees in Evanston, volunteer and financial support of Evanston causes and any other information that will help the City understand the bank’s commitment to the community.
3.0 INSURANCE
The proposing firm shall carry and maintain at its own cost with such companies as are reasonably acceptable to the COE all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by proposing firm, and insuring proposing firm against claims which may arise out of or result from Proposing firm’s performance or failure to perform the Services hereunder.

The proposing firm must provide an insurance certificate naming the COE as an additional insured and will provide a variety of insurances including:

- Comprehensive General Liability - $3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the COE as additional insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and Omissions or Professional Liability Insurance - $1,000,000

The surety and the insurance company must have not less than an A+ rating from the Alfred M. Best Co., Inc. and be approved by the COE.

The proposing firm’s certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to COE.

4.0 SUBMITTAL REQUIREMENTS
Responses to this Request shall be in one volume. Any institution brochures and/or information pertaining to the qualifications of the institution and/or team may be submitted, but must be included in a single volume. Applicant institutions must submit six (6) hardcopies, one (1) unbound original and an electronic copy on a flash drive.

A. Cover Letter
The cover letter will include the following:
- Introduction of financial institution
- Signed by an authorized person of the financial institution.
- Include the name
- Include the name and signature of an authorized binding official who is authorized to answer questions regarding the institution’s proposal.
B. Qualifications and Experience of Financial Institution and/or Team

- All respondents shall describe other contracts (at least 5, but no more than 10) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
- The respondent must provide references, including name, address and telephone number of a contact person for each project identified and described.
- Indicate commencement dates, duration and type of operation.
- Provide a list of all Municipal clients in Illinois.
- Please provide your financial reports for the quarter ending March 31, 2012.

C. Contact Person(s)

Clearly identify the professional staff person (s) who would be assigned as your lead contact person(s) and provide resumes. The proposal should indicate the abilities, qualifications and experience of these individuals. The selected financial institution must notify the COE within five (5) days of any change in Personnel.

D. Fees

Provide a copy of your fees/prices on the attached proposed cost sheet (Exhibit B, page 19).

E. Contract

The COE has attached its standard contract in Exhibit H (see page 29–Professional Services Agreement). List all exceptions to the contract.

5.0 ADDITIONAL SUBMISSION REQUIREMENTS

Please provide information regarding the bank’s Compensating Balances Method in lieu of direct payment of fees. Details such as calculation method, earnings credit allowance rate, eligible balances and other requirements, if any, may be provided. Please specify the exact time frame required for transitioning from the current institution.

Proposers shall submit all required forms in response to the RFP. The required forms in this RFP are Exhibits A through H.

6.0 EVALUATION CRITERIA

The COE will select the successful institution through an evaluation process based on the institution meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the COE may require a Proposer’s representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a recommendation for
approval of award of the contract to the Evanston City Council based on but not limited to the criteria set forth below.

A. Qualifications and Expertise
B. Type and Scope of Services Provided
C. Price
D. Organization and Completeness of Proposal
E. Willingness to Execute the COE Standard Agreement
F. Social Responsibility

7.0 SELECTION PROCESS
The COE will make selection on the basis of the responsiveness of the proposal to the RFP submittal requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written contract. The COE reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials from the Proposer.

The COE reserves the right to award in part or in whole and to select multiple institutions, depending on whichever decision is deemed to be most advantageous to the COE.

Responses may be rejected if the respondent fails to perform any of the following:

A. Adhere to one or more of the provisions established in this Request for Proposal.
B. Demonstrate competence, experience, and the ability to provide the services described in this Request for Proposal.
C. Submit a response on or before the deadline and complete all required forms.
D. To fulfill a request for an oral presentation.
E. To respond to a written request for additional information.

Discussions and/or interviews may be conducted with respondent institutions that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing institutions.

If the COE is unable to reach any sort of agreement with the selected institution, the COE will discontinue negotiations with the selected institution and begin negotiations with the institution ranked second and so on until agreement is reached.
8.0 PROPOSED SCHEDULE
The tentative schedule for this RFP and project process is as follows:
1. RFP issued July 5, 2012
2. Last Day to Submit Questions July 24, 2012
3. Final Addendum Issued July 31, 2012
4. RFP Submission Due Date August 2, 2012
5. City Council Award of Contract September, 2012
6. Transition Completion/Testing December 1, 2012
   (no compensation)
7. Contract Effective (On or before) January 1, 2013

9.0 QUESTIONS REGARDING RFP
All questions related to this RFP should be submitted in writing to Jewell Jackson, Manager, Purchasing and Contracts, at jjackson@cityofevanston.org with a copy to Hitesh Desai at hdesai@cityofevanston.org

10.0 GENERAL TERMS AND CONDITIONS
   A. Confidentiality
   In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant’s employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which Consultant may make for City to any person, institution or corporation or use the same in any manner whatsoever without first obtaining City’s written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant’s control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, are applicable.
The Purchasing Manager will endeavor to advise the institution of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the institution or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested material was submitted by a party other than the institution, then the institution shall be solely responsible for notifying the submitting party of the request. The City’s sole responsibility is to notify the institution of the request for disclosure, and the City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City or its officers, or employees.

B. Withdrawal of Proposal
Proposals may be withdrawn prior to the submittal deadline. Withdrawal may be attained by written request; however, no offer can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame.

C. Exceptions to Specifications
Exceptions to these specifications shall be listed and explained on a separate page titled “Exceptions to Specifications”, which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

D. Hold Harmless
The contractor agrees to hold harmless the City of Evanston and all of its agents, servants, and employees against any and all lawsuits, claims, demands, liabilities, losses, and/or expenses; including court costs and attorneys’ fees on account of injury to any person, or any death resulting from such injury, or any damage to property which may have arisen from work specifically related to the contract and/or project.

E. Addenda
Any and all changes to these documents are valid only if they are included via written addendum to all respondents. Each respondent should acknowledge receipt of any addenda by indicating same in their proposal submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the
proposal therein. Failure to acknowledge any addenda may cause the proposal to be rejected. Addenda information is available over the internet at www.demandstar.com, or by contacting the office of the Purchasing Manager, 847-866-2935.

F. Term
The contract is for four (4) years with an option to renew for one (1) additional year. The City may terminate a contract for either cause or convenience.

G. Non-Appropriation of Funds
The City of Evanston reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by The City of Evanston’s City Council.

H. Property of the City
All discoveries and documents produced as a result of any service or project undertaken on behalf of the City of Evanston shall become the property of the City.

I. Payment Terms
Please explain in detail the payment method for banking and other services provided (automatic debit to City accounts or submission of invoice). You may also specify whether these debits or invoicing would be on a monthly, quarterly or on an annual basis. Payment shall be made in accordance with the Local Government Prompt Payment Act. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

J. Disclosures and Potential Conflicts of Interest
The City of Evanston’s Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the City of Evanston requires all Proposers including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the City of Evanston, its officials, and/or employees. If the Proposer discovers a potential or actual conflict of interest, the Proposer must disclose the conflict of interest in its proposal, identifying the name of the City of Evanston official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a
potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Proposer from consideration. Information provided by Proposers in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the proposal process.

The City requires all Proposers to submit a certification, enclosed with this RFP, that the Proposer has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

K. Protests
Any actual or prospective Proposer, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Purchasing Manager. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

- The Proposer shall submit any protests or claims regarding this solicitation to the office of the Purchasing Manager.
- A pre-bid protest must be filed five (5) days before the bid opening or proposal submittal.
- A pre-award protest must be filed no later than ten (10) days after the bid opening date or proposal deadline.
- A post-award protest must be filed no later than ten (10) days after the award of the Contract.

All claims by a Proposer against the City relating to a contract shall be submitted in writing to the Purchasing Manager. The City will only consider protests that are properly and timely submitted.

All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires the Purchasing Manager to take. Statements shall be sworn and submitted under penalty of perjury.

L. Authority To Resolve Protests And Contract Claims
Protests: The Purchasing Manager shall have the authority to consider and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract. The City shall issue a written decision and that decision is final.

Contract Claims: The Purchasing Manager, after consulting with Corporation Counsel, shall have the authority to resolve contract claims, subject to the approval of the City Manager or City Council, as applicable, regarding any settlement that will result in a change order or contract modification.
Each Proposer, by submitting a response to this RFP, expressly recognizes the limitations on its rights to protest provided in this Section and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold the City and its officers, employees, agents and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer’s actions. Each Proposer, by submitting a response to this RFP, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

M. **Litigation**
All Proposers shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Institution, any of its employees, or subcontractors has been involved in within the last three (3) years.

N. **Subcontractors**
If any institution submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting institution(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the City of Evanston.

O. **Contact with City Personnel**
All Proposers are prohibited from making any contact with the City Manager, City Council, or any other official or employee of the City with regard to the Project, other than in the manner and to the person(s) designated herein. The Purchasing Manager reserves the right to disqualify any Proposer found to have contacted City Personnel in any manner with regard to the Project. Additionally, if it is determined that the contact with City personnel was in violation of any provision of 720 ILCS 5/33EE, the matter may be referred to the Cook County State’s Attorney for review and prosecution.

P. **Costs Incurred**
The City of Evanston assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract. This includes costs incurred by the Proposer as a result of preparing a response to this RFP.
### Bank Transactions

#### February 2012

<table>
<thead>
<tr>
<th>Account</th>
<th>Transfers</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Deposits</td>
<td>Wires</td>
<td>ACH</td>
<td>Payments</td>
<td>Others</td>
<td></td>
</tr>
<tr>
<td>General Fund (Operating)</td>
<td>512</td>
<td>49</td>
<td>13</td>
<td>51</td>
<td>24</td>
<td>649</td>
</tr>
<tr>
<td>Payroll</td>
<td>3</td>
<td>7</td>
<td>422</td>
<td></td>
<td></td>
<td>432</td>
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<tr>
<td>Accounts Payable</td>
<td>36</td>
<td>499</td>
<td></td>
<td></td>
<td></td>
<td>535</td>
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<tr>
<td>NSP2 Grant Account</td>
<td>13</td>
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<tr>
<td>Recreation</td>
<td>343</td>
<td></td>
<td>18</td>
<td>4</td>
<td></td>
<td>365</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>111</td>
<td>5</td>
<td>6</td>
<td>13</td>
<td></td>
<td>135</td>
</tr>
<tr>
<td>Parking</td>
<td>128</td>
<td>4</td>
<td>2</td>
<td></td>
<td></td>
<td>134</td>
</tr>
<tr>
<td>Debt Service</td>
<td>1</td>
<td>5</td>
<td>32</td>
<td>2</td>
<td></td>
<td>38</td>
</tr>
<tr>
<td>Capital Improvements</td>
<td>142</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td>146</td>
</tr>
<tr>
<td>Library</td>
<td>5</td>
<td></td>
<td></td>
<td>14</td>
<td></td>
<td>19</td>
</tr>
<tr>
<td>Police Pension</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>Fire Pension</td>
<td>3</td>
<td>6</td>
<td>10</td>
<td></td>
<td></td>
<td>19</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,245</td>
<td>127</td>
<td>66</td>
<td>1,012</td>
<td>41</td>
<td>2,491</td>
</tr>
</tbody>
</table>

Note: The above list includes only major accounts with higher activity during a month.
COMPANY NAME____________________________________________________

Address______________________________________________________________

Phone____________________________Fax_________________________________

<table>
<thead>
<tr>
<th>ITEM</th>
<th>COST PER ITEM</th>
<th>ANNUAL/ MONTHLY COST FOR NON-TRANSACTION ITEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software and installation</td>
<td></td>
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<tr>
<td>Monthly service charge</td>
<td></td>
<td></td>
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<tr>
<td>File transmission cost</td>
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</tr>
<tr>
<td>Collateralization costs</td>
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<td></td>
</tr>
<tr>
<td>ACH credits (direct deposit items)</td>
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<td></td>
</tr>
<tr>
<td>Checks paid</td>
<td></td>
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</tr>
<tr>
<td>Deposits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incoming wires</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Returned items-ACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Returned items-checks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lock box fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Continued on Next Page
Notes:

A. Any fees charged by your bank but not included above must be listed on a supplemental attachment.

B. Please provide fee information regarding the bank’s Compensating Balances Method in lieu of direct payment of fees. Please include calculation method, earnings credit allowance rate, eligible balances and other details as necessary.

Proposal submitted by:

___________________________  ________________________
Signature                        Date

Title
DISCLOSURE OF OWNERSHIP INTERESTS

The City of Evanston Code Section 1-18-1 et seq. requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their proposal. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: ______________________________________

APPLICANT ADDRESS: ______________________________________

TELEPHONE NUMBER: ______________________________________

FAX NUMBER: ______________________________________

APPLICANT is (Check One)
(  ) Corporation
(  ) Partnership
(  ) Sole Owner
(  ) Association

Other ( ) ________________________________________________________

Please answer the following questions on a separate attached sheet if necessary.

SECTION I - CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

________________________________________________________________

________________________________________________________________

________________________________________________________________

1b. (Answer only if corporation has 33 or more shareholders.)
Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)
1c. (Answer only if corporation has fewer than 33 shareholders.)
Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

SECTION 3 - TRUSTS

3a. Trust number and institution.
3b. Name and address of trustee or estate administrator.

___________________________________________________________

___________________________________________________________

3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

___________________________________________________________

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

4a. Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.

___________________________________________________________

___________________________________________________________

4b. If any interest named in Section 1, 2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

___________________________________________________________

___________________________________________________________

4c. If "constructive control" of any interest named in Sections 1, 2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

___________________________________________________________
I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

Date ____________________________ Signature of Person Preparing Statement

Title

ATTEST: ____________________________

Notary Public (Notary Seal)

Commission Expires: ____________________
CITY OF EVANSTON
BANKING SERVICES REQUEST FOR PROPOSAL
EXHIBIT D

CONFLICT OF INTEREST FORM

___________________________________________________, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the City of Evanston.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder/Proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)
(Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this _____ day of ______________, 2012

__________________________________________
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid / proposal.
ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS S/33E-3, 33E-4).

Authorized Signature: ___________________________ Company Name: ___________________________

Typed/Printed Name: ___________________________ Date: ___________________________

Title: ______________________________________ Telephone Number: ___________________________

Email: _______________________________________ Fax Number: ___________________________
ANTI-COLLUSION AFFIDAVIT AND PROPOSER’S CERTIFICATION

______________________________________, being first duly sworn,
deposes and says that he is ________________________________________
(Partner, Officer, Owner, Etc.)
of          ____________________ _______________________
(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

________________________________________
Notary Public
Commission Expires: ______________________

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.
Proposal Submitted By:
Bank Name
Address
Phone

This proposal contains all the information requested in the Request for Proposal, including the proposed cost sheet and following documents:

Bank’s Audited Financial Statements and Call Reports for the previous two years (one set)
Bank’s EFT Transfer and ACH Agreement
Bank’s Custodial Agreement and Fee Schedule
Any other agreements that will be required to be executed

Signature

Typed Name

Title

Date
CITY OF EVANSTON

PROFESSIONAL SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for

RFP # 12-142

Banking and Various Depository Services

(“the Project”)

THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this ___ day of ________________, 2012___, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the “City”), and [Insert Professional Service Provider’s name here], with offices located at [Insert address here], (hereinafter referred to as the “Financial Institution”). Compensation for all basic Services (“the Services”) provided by the Financial Institution pursuant to the terms of this Agreement shall not exceed $[Insert fee here].

I. COMMENCEMENT DATE

Financial Institution shall commence the Services on ____________ or no later than three (3) days after City executes and delivers this Agreement to Financial Institution.

II. COMPLETION DATE

Contract to provide banking services will be four (4) years from the date of commencement date. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.
III. PAYMENTS

City shall pay Financial Institution those fees as provided here: Payment shall be made on a monthly, quarterly or on an annual basis either by direct automatic debit to City of Evanston account(s) or payment of invoices as agreed to by both the parties. Any expenses in addition to those set forth in the cost sheet (exhibit-xx) must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Financial Institution shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Proposal/Qualifications No. # (Exhibit B) and Financial Institution’s Response to the Proposal (Exhibit C).

V. GENERAL PROVISIONS

A. Services. Financial Institution shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Financial Institution shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Financial Institution shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City’s direction or request, to Financial Institution during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Financial Institution shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Financial Institution shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City’s business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Financial Institution shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Financial Institution shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Financial Institution is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Financial Institution is an independent Financial Institution and is solely responsible for all taxes, withholdings, and other statutory or contractual
obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Financial Institution acknowledges and agrees that should Financial Institution or its sub-Financial Institutions provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Financial Institution warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Financial Institution’s work and all indemnity and insurance requirements.

The Financial Institution shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Financial Institution subcontracts any of the services to be performed under this Agreement, the sub-Financial Institution agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City’s prior written consent. The Financial Institution shall be responsible for the accuracy and quality of any sub-Financial Institution’s work.

All sub-Financial Institution agreements shall include verbatim or by reference the provisions in this Agreement binding upon Financial Institution as to all Services provided by this Agreement, such that it is binding upon each and every sub-Financial Institution that does work or provides Services under this Agreement.

The Financial Institution shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Financial Institution shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. **Representation and Warranties.** Financial Institution represents and warrants that: (1) Financial Institution possesses and will keep in force all required licenses to perform the Services, (2) the employees of Financial
Institution performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. **Termination.** City may, at any time, with or without cause, terminate this Agreement upon ninety (90) days written notice to Financial Institution. If the City terminates this agreement, the City will make payment to Financial Institution for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City’s obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Financial Institution shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, PDF, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. **Independent Financial Institution.** Financial Institution’s status shall be that of an independent Financial Institution and not that of a servant, agent, or employee of City. Financial Institution shall not hold Financial Institution out, nor claim to be acting, as a servant, agent or employee of City. Financial Institution is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Financial Institution shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer’s liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Financial Institution agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. **Conflict of Interest.** Financial Institution represents and warrants that no prior or present services provided by Financial Institution to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Financial Institution to City and consented to in writing to City.

F. **Ownership of Documents and Other Materials.** All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Financial Institution hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish.
and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Financial Institution. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Financial Institution shall promptly deliver all such materials to City. Financial Institution shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Financial Institution may retain copies of the same for Financial Institution’s own general reference.

G. Payment. Invoices for payment shall be submitted by Financial Institution to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City’s receipt of an invoice and all such supporting documentation.

H. Right to Audit. Financial Institution shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City’s authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Financial Institution, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Financial Institution is found to have been overstated, Financial Institution shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City’s expenses for and in connection with the audit respecting such invoice.

I. Indemnity. Financial Institution shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney’s fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Financial Institution or Financial Institution’s subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Financial Institution shall be liable for the costs, fees, and
expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

At the City Corporation Counsel’s option, Financial Institution must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Financial Institution of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Financial Institution must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Financial Institution waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Financial Institution that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Financial Institution shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-Financial Institutions’ work. Acceptance of the work by the City will not relieve the Financial Institution of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Insurance. Financial Institution shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Financial Institution, and insuring Financial Institution against claims which may arise out of or result from Financial Institution’s performance or failure to perform the Services hereunder: (1) worker’s compensation in statutory limits and employer’s liability insurance in the amount of at least $500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than $3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than $1,000,000 combined single limit for bodily injury, death or property damage, per
occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least $1,000,000. Financial Institution shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Financial Institution performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Financial Institution to provide copies of the Additional Insured Endorsement to said policy (ies) which name the City as an Additional Insured for all of Financial Institution’s Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Financial Institution’s certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Financial Institution understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Financial Institution and its subcontractors from the requirements set forth herein. Financial Institution expressly agrees to waive its rights, benefits and entitlements under the “Other Insurance” clause of its commercial general liability insurance policy as respects the City. In the event Financial Institution fails to purchase or procure insurance as required above, the parties expressly agree that Financial Institution shall be in default under this Agreement, and that the City may recover all losses, attorney’s fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Financial Institution.

Financial Institution acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

K. Confidentiality. In connection with this Agreement, City may provide Financial Institution with information to enable Financial Institution to render the Services hereunder, or Financial Institution may develop confidential information for City. Financial Institution agrees (i) to treat, and to obligate Financial Institution’s employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which Financial Institution may make for City to any person, institution or corporation or use the same in any manner whatsoever without first obtaining City’s written approval, and (iii) not to disclose to City any information obtained by Financial Institution on a confidential basis from any third party unless Financial Institution shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within
limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Financial Institution’s control, the Financial Institution shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Financial Institution shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City’s exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

L. Use of City’s Name or Picture of Property. Financial Institution shall not in the course of performance of this Agreement or thereafter use or permit the use of City’s name or the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Financial Institution, nor disclose or transmit the same to any other party.

M. No Assignments or Subcontracts. Financial Institution shall not assign or subcontract all or any part or its rights or obligations hereunder without City’s express prior written approval. Any attempt to do so without the City’s prior consent shall, at City’s option, be null and void and of no force or effect whatsoever. Financial Institution shall not employ, contract with, or use the services of any other architect, interior designer, engineer, Financial Institution, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

N. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Financial Institution shall comply with all applicable federal, state, county, and municipal statues, ordinances and regulations, at Financial Institution’s sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Financial Institution’s officers, employees, subcontractors, or agents. Financial Institution shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

O. Liens and Encumbrances. Financial Institution, for itself, and on behalf of all subcontractors, suppliers, material-men and others claiming by, through or under Financial Institution, hereby waives and releases any and all statutory or common law mechanics’ material-mens’ or other such lien claims, or rights to
place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Financial Institution further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and material-men, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Financial Institution shall protect City from all liens for labor performed, material supplied or used by Financial Institution and/or any other person in connection with the Services undertaken by Financial Institution hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any sub-Financial Institution, supplier or material-men, or other person, institution or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Financial Institution or otherwise in connection with the Services.

P. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Financial Institution at the address first above set forth, or at such other address or addresses as City or Financial Institution may from time to time designate by notice given as above provided.

Q. Attorney’s Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Financial Institution, or arising out of a breach of this Agreement by Financial Institution, the City shall recover from the Financial Institution as part of the judgment against Financial Institution, its attorneys’ fees and costs incurred in each and every such action, suit, or other proceeding.

R. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

S. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

T. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.
U. **Time.** Financial Institution agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Financial Institution shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

V. **Survival.** Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Financial Institution.

VI. **EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the Financial Institution’s noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Financial Institution may be declared non responsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Financial Institution agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Financial Institution shall comply with all requirements of City of Evanston Code Section 1-12-5.

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

VII. **SEXUAL HARASSMENT POLICY**

The Financial Institution certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 et. seq.), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;
C. A description of sexual harassment utilizing examples;

D. The Financial Institution’s internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

F. Protection against retaliation as provided to the Department of Human Rights.

VIII. FINANCIAL INSTITUTION CERTIFICATIONS

A. Financial Institution acknowledges and agrees that should Financial Institution or its sub-Financial Institution provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Financial Institution certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Financial Institution, or any officer, director, partner, or other managerial agent of Financial Institution, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Financial Institution certifies at least five years have passed since the date of the conviction.

D. Financial Institution certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Financial Institution certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Financial Institution certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Financial Institution to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.
H. Financial Institution certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of contra proferentem shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Financial Institution be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

FINANCIAL INSTITUTION:     CITY OF EVANSTON
BY: ________________________  By:________________________
Its:  ________________________  Its:  _______________________
FEIN Number: _______________  Date:  _____________________
Date:  _______________________
This EXHIBIT A to the Banking Services Agreement dated _______ between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201 (“City”) and ______________ (“Bank/Financial Institution”) sets forth the Commencement and Completion Date, Services, and Fees as follows:

I. COMMENCEMENT DATE: ____________________

II. COMPLETION DATE: ________________________

III. FEES: Per proposed cost sheet

IV. SERVICES/SCOPE OF WORK:

As defined in RFP/ #_________ (Exhibit B) and Financial Institution’s Response to Proposal (Exhibit C)

Dated: ____________________
CONTINUING DEPOSIT SECURITY AGREEMENT

THIS AGREEMENT is entered into as of this ___ day of __________, 201 __, by and between the __________________ (“Customer”), and __________________ ___ (“the Bank”).

RECITALS

A. From time to time Customer, for investment and business purposes, make deposits of money with the Bank; and

B. Although such deposits are generally eligible for FDIC insurance coverage, such coverage is limited for the funds of each public unit, as that term is defined by applicable law.

C. In consideration of the deposits made by Customer with the Bank, Customer and the Bank desire to enter this Agreement granting Customer a security interest in certain Collateral hereinafter defined to afford Customer greater protection.

NOW, THEREFORE, in consideration of the Customer depositing its funds with the Bank and as security for the repayment of those deposits, the parties agree as follows:

1. OBLIGATIONS. The obligations subject to this Agreement, hereinafter referred to as "Obligations", are the accounts held in the following name: ____________________.

2. GRANT OF SECURITY INTEREST - COLLATERAL. To secure the Obligations described above, the Bank hereby grants to the Customer security interest in and assigns and pledges assets, hereinafter referred to as ("Collateral"). The Bank represents that its Board of Directors has passed a resolution authorizing and approving the execution and delivery of contracts with the United States, individual states, and any political subdivisions thereof ("Public Units") providing for the deposit of public funds with the Bank and the pledge of collateral by the Bank to the Public Unit and further authorizing and approving the execution and delivery of all related contracts between the Public Units and the Bank, including without limitation, assignments, pledge agreements and security agreements; that such resolution is reflected in the Minutes of the Bank's Board of Directors; and that a copy of this Continuing Deposit Security Agreement shall be maintained as an official record of the Bank.

3. LOCATION OF COLLATERAL. The Bank agrees to deliver and place the Collateral with the Federal Reserve Bank, hereinafter referred to as "Trustee", as a book entry item in the name of the Customer as the secured party. Evidence of such transaction will be forwarded to the Customer immediately.
after the transaction occurs, in no event later than one (1) week from the execution of this Agreement.

4. **BANK REPRESENTATIONS, WARRANTIES AND PROMISES.** The Bank further represents, warrants and agrees:

   a) The Bank has full power and authority to enter into this Agreement.

   b) The Bank is the owner of the Collateral, or if the Bank is not the owner, the owner has agreed to execute a Hypothecation Agreement granting a security interest in the Collateral in consideration of the Customer’s deposits.

   c) The Bank agrees that the total aggregate market value of the Collateral pledged to the Customer, pursuant to this Agreement, shall be continually maintained at the amount equal to or greater than the Obligations of the Bank to the Customer which exceed the sum of the Federal Deposit Insurance Corporation’s Insurance limitation. Customer shall notify Bank of significant changes in the amount of Customer’s deposits, at which time Bank will pledge additional or release excess securities. (Bank will voluntarily monitor the market value of pledged securities on a daily basis.)

   d) If the Bank shall desire to sell or otherwise dispose of any one or more of the securities constituting part of the Collateral deposited with the Trustee, it may substitute for any one or more such securities other securities of the same current par and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the Bank as often as it is desired; provided, however, that the aggregate market value of all Collateral pledged hereunder shall be at least equal to the amount of Collateral required hereunder.

   e) The Bank shall be entitled to income on securities held by the Trustee, and the Trustee may dispose of such income as directed by the Bank without approval of the Customer, provided a breach of contract does not exist.

   f) This Agreement will continuously, from the time of its execution, remain part of the official records of the Bank.

5. **EVENTS OF BANK DEFAULT.** The Bank shall be in default under this Agreement upon the occurrence of any one or more of the following events or conditions which continue to exist for a period of ten (10) days after Customer has served the Bank with a notice generally describing said defaults:

   a) Failure to comply with any of the requirements of Subparagraph 4 above or any other provisions of this Agreement.

   b) Non-payment of any of the Obligations when due or non-performance of any promises made by the Bank in this Agreement.

   c) Insolvency of the Bank.

   d) The appointment of a receiver for any part of the Bank.
6. **RIGHT OF CUSTOMER UPON BANK’S DEFAULT.** In the event of a default by the Bank, in addition to all the rights and remedies provided in Article 9 of the Uniform Commercial code and any other applicable law, the Customer may (but is under no obligation to the Bank to do so) sell, assign and deliver the whole, or any part of the Collateral or any substitutes thereof or additions thereto, in a commercially reasonable manner and with right to purchase the Collateral at any public sale. Out of the proceeds of any such sale Customer may deduct its actual damages and reasonable costs and expenses of sale incurred as a result of Bank’s default, accounting to Bank for the remainder, if any, of such proceeds or collateral remaining unsold.

7. **CUSTOMER REPRESENTATIONS, WARRANTIES, AND PROMISES.** Customer further represents, warrants and agrees:

   a) Customer has full power and authority to enter into this Agreement.

   b) Customer will comply with the terms of any other agreements it may have with the Bank which govern the Obligations.

In the event that Customer fails to comply with any of its promises herein, or any of its representations is untrue or any of its warranties is breached, or if any of the Obligations are subjected to service of process, including but not exclusively, a writ of execution, then Bank may immediately terminate this Agreement.

8. **LAW GOVERNING.** This Agreement and the rights and obligations of the parties hereunder, shall be construed and interpreted in accordance with the laws of the State of ___________ applicable to agreements made and to be wholly performed in such state.

9. **TERMINATION OF THE AGREEMENT.** Customer or the Bank may terminate this Agreement by giving written notice of termination to the other party which notice is effective when received by the other party. The rights and liabilities of the parties under this Agreement survive any termination of the Agreement until all Obligations have been satisfied in full.

10. **NOTICES.** All notices and other communications shall be sent to the

    CUSTOMER:
    
    Name: ________________________________
    
    Address: ______________________________
    
    City/State: ____________________________
    
    BANK:
    
    Name: ________________________________
    
    Address: ______________________________
    
    City/State: ____________________________
11. **ASSIGNS.** This Agreement and all rights and liabilities hereunder and in and to any and all Collateral shall insure to the benefit of Customer and the Bank and their respective successors and assigns. No portion of this Agreement may be assigned without the expressed written consent of the other party, and any assignment must comply with all provisions of Paragraph 4c.

IN WITNESS WHEREOF the parties have signed this Agreement as of this day and year first above written.

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Memorandum

To: Honorable Mayor and Members of the City Council
   Rules Committee
From: Martin Lyons, Assistant City Manager
       Martha Logan, Community Engagement Manager
Subject: City of Evanston Advertising Procedures
Date: April 12, 2017

Recommended Action:
Staff submits a summary of the City of Evanston’s procedures on advertising and recommends City Council accept and place on file.

Livability Benefit:
Equity & Empowerment: Provide meaningful community engagement

Summary:
Whenever possible, the City of Evanston uses earned media to communicate, as opposed to paid advertising. Earned media is publicity gained through promotional efforts, such as press releases and social media posts.

Paid print and web site advertising is limited to local media when it is used as part of an educational campaign (announcing the start of street cleaning season, for instance). The selection of media is based on reach, cost and the timing of publication. City staff places advertising and notices in news outlets in a manner to reach as many community members as possible.

To promote City of Evanston events or to encourage shopping in Evanston, paid advertising is sometimes placed with regional media outlets in addition to local media outlets. On occasion, advertising is placed through cooperative discounted arrangements with other organizations, such as Chicago’s North Shore Convention and Visitors Bureau.
The City places legal notices as required. Examples include:
- Bid Requests and Requests for Proposals
- Land use notices
- Some public meeting notices, such as those associated with federal grants
- City Council actions to be taken, such as the annual budget or tax levies

**Background:**
Circulation figures (as reported by media):

Evanston RoundTable: free bi-weekly newspaper, 18,000 print circulation

Evanston Review: paid weekly newspaper, 2,796 print circulation

Daily Northwestern: weekday newspaper, 5,000 print circulation

Selected posts on Facebook are boosted to gain additional impressions. The most common boost expense is $5 or $10. In 2016, our extended reach was 46,945, clicks were 4,110 and the cost per click was 0.04.

EvantonNow.com: In the one-year period prior to April 12, 2017, there were 375,536 views for ads placed by the City of Evanston and the click rate was 0.21 percent (more than three times the industry average rate).

The City does not usually run online ads with the RoundTable, Evanston Review or Daily Northwestern.