CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, May 15, 2017

City Council meeting will convene at 7:00 p.m.
or at the conclusion of the Rules Committee meeting

ORDER OF BUSINESS

(I) Roll Call – Begin with Alderman Rainey

(II) Mayor Public Announcements

(III) City Manager Public Announcements

(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) Special Order of Business

(VII) 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)}

(VIII) Executive Session
SPECIAL ORDER OF BUSINESS

(SP1) **Resolution 50-R-17, Registering the City’s Objection to Cook County’s Roadway Easement Request through Property Owned by the MWRD and Leased by the City of Evanston**

Staff recommends City Council adopt Resolution 50-R-17 to register the City’s objection to the roadway easement requested by Cook County through property owned by the Metropolitan Water Reclamation District and leased by the City of Evanston.

For Action

(SP2) **Collective Bargaining Summary - Process**

The City of Evanston has four collective bargaining units: Fraternal Order of Police (FOP) - Officers, Fraternal Order of Police – Sergeants, International Association of FireFighters Local 742 (IAFF), American Federation of State, County and Municipal Employees (AFSCME). Presently the City is in negotiations with FOP Officers, IAFF, and AFSCME. City negotiation teams meet with the respective union leadership team to discuss changes to the contracts regarding all allowable bargaining issues. Staff will provide a brief verbal update on each of the three contract negotiations in Executive Session on May 15, 2017.

For Discussion

MEETINGS SCHEDULED THROUGH MAY 2017

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Meeting Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/16/2017</td>
<td>7:00 PM</td>
<td>Housing &amp; Community Development Act Committee</td>
</tr>
<tr>
<td>5/17/2017</td>
<td>6:30 PM</td>
<td>M/W/EBE Development Committee</td>
</tr>
<tr>
<td>5/18/2017</td>
<td>5:30 PM</td>
<td>Emergency Telephone System Board</td>
</tr>
<tr>
<td>5/22/2017</td>
<td>6:00 PM</td>
<td>Administration &amp; Public Works, Planning &amp; Development, City Council</td>
</tr>
<tr>
<td>5/24/2017</td>
<td>6:00 PM</td>
<td>Transportation/Parking Commission</td>
</tr>
<tr>
<td>5/24/2017</td>
<td>7:00 PM</td>
<td>Economic Development Committee</td>
</tr>
</tbody>
</table>

Information is available about Evanston City Council meetings at: [www.cityofevanston.org/citycouncil](http://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.
Memorandum

To: Honorable Mayor and Members of the City Council

From: W. Grant Farrar, Corporation Counsel
Michelle L. Masoncup, Deputy City Attorney

Subject: 50-R-17: Cook County Roadway Easement Request across MWRD Property

Date: May 10, 2017

Recommended Action:
Staff recommends City Council adopt Resolution 50-R-17 to register the City’s objection to the roadway easement requested by Cook County through property owned by the Metropolitan Water Reclamation District and leased by the City of Evanston.

Livability Benefits:
Natural Systems – Protect and restore natural ecosystems

Summary:
The Metropolitan Water Reclamation District leases the City land along the North Shore Channel for recreational uses pursuant a lease agreement dated October 14, 1966. Part of the leased property includes a parcel that sits north of Isabella Road, west of the North Shore Channel and east of the CTA tracks, as depicted on the attached map.

On April 28, 2017, Cook County Department of Transportation and Highways submitted a request a 75-year easement utilizing its roadmaking authority to install and maintain a roadway on the subject property to connect to a property lying directly north with no roadway access. The landlocked property is owned by the Keefe Family Trust and they seek to develop residential homes on the vacant land.

The portion of the leased property at issue has 55 trees, it is an undisturbed forest with providing a unique site for birds and other wildlife in this urban environment. City staff conducted a tree survey of the site reviewing the total number of trees to be removed and additional trees that will die as the result of the roadway construction because of damaged root systems. Staff calculations indicate that 33 trees will be removed in the easement area, an additional 15 trees may die as adjacent to the easement area and affected by the roadway construction, for a total possible tree loss of 48 trees. The Tree Preservation Ordinance must be followed if the easement is granted which dictates that the trees must be replaced and/or a combination of payments to the City for the trees to be placed elsewhere as we deem appropriate.
Section 4.06 of the Lease provides that “If at any time, in the future, any portions of the desired premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps, and access roads, as determined by the Chief Engineer of the Lessor, for the use of any other governmental agency engaged in the construction of highways and roadways…..the Lessee shall surrender the possession of such part of the demised premises that may be so required.”

The Metropolitan Water Reclamation District of Greater Chicago Board is set to review this easement request at its next Board meeting on May 18th. This resolution will serve as the City’s objection to this roadway easement by Cook County for a private property development in Wilmette.

Attachments:
Resolution 50-R-17
1965 Lease Agreement
A RESOLUTION

Registering the City of Evanston's Objection to Cook County’s Roadway Easement Request through Property Owned by the Metropolitan Water Reclamation District of Greater Chicago and leased by the City of Evanston

WHEREAS, on October 14, 1966, the Metropolitan Sanitary District of Greater Chicago, now known as the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation, agreed to lease land that it owns along the North Shore Channel to the City of Evanston (the “Lease”); and

WHEREAS, the leased property includes land that is bounded to south by Isabella Road, west of the North Shore Channel and east of the Chicago Transit Authority train tracks (the “Subject Property”); and

WHEREAS, the Subject Property contains a remnant forest, a unique ecosystem with 55 trees that are mostly mature providing a haven for local wildlife and diverts thousands of gallons of storm water from the combined sewer system; and

WHEREAS, on April 28, 2017, the Cook County Department of Transportation and Highways exercising its roadmaking authority submitted a request for a roadway easement through the Subject Property and access off of Isabella Road to support private property that is located in Wilmette, Illinois and owned by the Keefe Family Trust, attached as Exhibit A is a copy of the easement request and map of the roadway; and

WHEREAS, the City of Evanston registers its objection to the infringement of its planning and environmental stewardship because this roadway
request is not in the best interests of the residents of Evanston and the natural environment,

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: The City of Evanston affirmatively states that it opposes the roadway easement request submitted by Cook County over the Subject Property.

SECTION 2: The City Manager is hereby authorized and directed to send a certified copy of Resolution 50-R-17 to the Metropolitan Water Reclamation District of Greater Chicago and the Cook County Department of Transportation and Highways.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.

________________________________________
Stephen H. Hagerty, Mayor

Attest:

________________________________________
Devon Reid, City Clerk

Adopted: ________________________, 2017
EXHIBIT A

COOK COUNTY ROADWAY EASEMENT REQUEST
April 28, 2017

Ms. Susan Morakalis
Head Assistant Attorney
Metropolitan Water Reclamation District of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611 3154

Re: Request of Cook County for a 75 Year Easement across MWRD Property in Evanston, Illinois North Shore Channel Parcel 1.11

Dear Ms. Morakalis:

The County of Cook is requesting a 75-year, non-exclusive easement through the District’s North Shore Channel Parcel 1.11. Parcel 1.11 is located north of Isabella Street, east of the CTA railroad tracks in the City of Evanston. The easement is for the construction, operation, maintenance, rehabilitation, and removal of an access road to reach private property located in Wilmette, Illinois, north of North Shore Channel Parcel 1.11 and owned by the Keefe Family Trust. Attached is a diagram and location drawing of the proposed easement. This road is necessary because the property is land locked and has no access.

Sincerely,

John Yonan, P.E.
Superintendent
Department of Transportation and Highways
Cook County, Illinois
LEASE BETWEEN THE METROPOLITAN SANITARY
DISTRICT OF GREATER CHICAGO AS LESSOR
AND THE CITY OF EVANSTON, AS LESSEE

THIS AGREEMENT made this 14th day of October, 1966, by and between THE METROPOLITAN SANITARY DISTRICT OF GREATER
CHICAGO, a municipal corporation, of Chicago, Illinois, hereinafter called the LESSOR and the CITY OF EVANSTON, a municipal
corporation organized and existing under the laws of the State
of Illinois, hereinafter called the LESSEE.

WITNESSETH THAT:

WHEREAS, the General Superintendent and the Board of Trustees
of the LESSOR have concluded that the hereinafter described
property to be leased pursuant to Section 327c (10) of Chapter 42,
Illinois Revised Statutes 1965 is not suitable for industrial or
commercial development; and

WHEREAS, the LESSEE by its Mayor and City Council has
determined that the lease of the hereinafter described property
from the LESSOR for public recreation purposes is in the best
interests of LESSEE and in the public interest; and

WHEREAS, the LESSOR and LESSEE have negotiated the terms of
this lease pursuant to the provisions of Section 327c (10) of
Chapter 42, Illinois Revised Statutes 1965;

NOW, THEREFORE, in consideration of the rents and covenants
hereinafter mentioned to be paid and performed by the LESSEE, the
LESSOR has and does by these presents lease the following described
real estate situation in the City of Evanston, County of Cook, and
State of Illinois, to-wit:

"That part of the right-of-way of the North Shore
Channel whose title is vested presently in The
Metropolitan Sanitary District of Greater Chicago
and that lies easterly and southeasterly of the
top of the easterly and southeasterly bank of said
North Shore Channel and that lies between the north
boundary line of the City of Evanston (said north
boundary line being north of, parallel to and 278.20
feet, more or less, northerly of the center
line of Isabella Street) and the north line of Church
Street, except those portions of said right-of-way of
the North Shore Channel that were heretofore leased
by The Metropolitan Sanitary District of Greater
Chicago to the following parties:"
A) NORTH SHORE ASSOCIATION FOR RETARDED CHILDREN:

"The East two hundred, thirty-four and eighty-four
one hundredths (234.84') feet of Lot Thirteen (13)
of County Clerk's Division of the Northeast Quarter
([1/4]) of Section Fourteen (14), Township Forty-one
(41), Range Thirteen (13) East of the Third
Principal Meridian (except thereof from Church Street)."

B) COMMUNITY HOSPITAL OF EVANSTON:

"Beginning at the point of intersection of the south-
westernly line of Bridge Street and a line parallel to
and one hundred and thirty (130) feet normally dis-
tant southeasterly from the center line of the North
Shore Channel of The Sanitary District of Chicago;
thence southeasterly on said parallel line to its
intersection with the west line of Block Two (2) in
Whipple's Addition to Evanston (a subdivision of the
west half of the northeast quarter of the northwest
quarter of Section 13, Township 41 North, Range 13
East of the Third Principal Meridian); thence south
on said west block line to the southwest corner of
Lot Thirty-seven (37) of said Block Two (2); thence
east on the south line of said Lot Thirty-seven (37)
to the southeast corner thereof; thence north on the
east line of said Block Two (2) to its intersection
with the extended south line of Lot Seven (7) of
Block Two (2) of Culver's Addition to Evanston (a
subdivision of east half of the northeast quarter of
the northwest quarter of said Section 13); thence east
on the extended south line of said Lot Seven (7) and
the south line thereof to the east line of said Block
Two (2) of Culver's Addition; thence north on said
east block line and its extension to its intersection
with said southeasterly line of Bridge Street; thence
northeasterly on said southeasterly line of Bridge
Street to the point of beginning."

C) CITY OF EVANSTON:

"Lots One (1), Two (2), Three (3), and Four (4) of
Owners Resubdivision of Lots One (1) and Two (2) in
Block Six (6) in Payne's Addition to Evanston, a sub-
division in the southwest quarter of the southeast
quarter of Section Twelve (12), Township 41 North,
Range 13 East of the Third Principal Meridian, and
Lots Fourteen (14), Fifteen (15), Sixteen (16), and
the north twelve and one-half (1 1/2') feet of Lot
Thirteen (13) in said Block Six (6), the adjoining
vacated Noyes Street and vacated Dewey Avenue; and
the vacated alley in said Block Six (6), except those
portions of said Lot Sixteen (16), vacated Noyes Street
and vacated Dewey Avenue lying northwesterly of a line
described as a line parallel to and one hundred and thirty (130) feet dis-
tant southeasterly from the center line of the North
Shore Channel of The Sanitary District of Chicago; and
except the east one hundred and seventy-five (175') feet
of the north half of said vacated Noyes Street."
D) PERSKALANI PRODUCTS COMPANY:

"Lots Seven (7), Eight (8), Nine (9), and the east half of Lot Ten (10) in Block One (1) in Payne's Addition to Evanston in the Southwest Quarter (SWQ) of the Southeast Quarter (SEQ) of Section Twelve (12), Township Forty-one (41), North, Range Thirteen (13) East of the Third Principal Meridian, except that portion of said Lot Seven (7) lying northeasterly of the westerly line of Green Bay Road and except those portions of said lots lying northeasterly of a line one hundred and thirty (130) feet northerly of a line parallel to, and southwesterly of the center line of the North Shore Channel; and also the portion of the north half of vacated Moyes Avenue joining the portions of said lots described above."

E) UNITED STATES OF AMERICA:

"The south two hundred (200) feet of the Northwest Fractional Quarter of Section 7, Township 41 North, Range 14 East of the Third Principal Meridian, lying west of a line fifty (50) feet normally distant southwesterly from and parallel to the westerly line of the right of way of Chicago, Milwaukee and St. Paul Railway Company, as it existed on January 1, 1900, and lying east of a line parallel to and eight hundred fifty-two (852) feet east of the westerly line of said Section 7, except the south twenty (20) feet thereof; containing 0.74 acres, more or less, situate in the City of Evanston, Cook County, Illinois; also a twenty (20) foot highway-and-utility-easement to be used jointly with the public said 20 foot strip to be located easterly of the east line of the above property extending from the south line of said property to the north line of Central Street, parallel with the railroad right-of-way and a five (5) foot easement for a sidewalk to be used jointly with the public extending from the south line of the property along the west property line to the Northwest corner of the property, thence extending East along the North line of the property to the existing concrete walk located 65 feet east of the Northwest Corner of the property."

F) CHICAGO TRANSIT AUTHORITY:

"A strip of land 30 feet wide lying southwesterly of and adjacent to the westerly line of the present 60-foot right of way owned by the Chicago Transit Authority extending from the south line of Central Street to the south line of said northwest fractional quarter of Section 7; also a strip of land in Blocks 15 and 18 of the University Subdivision of Lots 21 and 22 and the south half of Lot 20 of George Smith's Subdivision of the south part of the Anchorage Quillatte Reservation, being 30 feet wide and lying southwesterly of and adjacent to said southwesterly line of the present 60-foot right of way owned by the said Transit Authority and extending northeasterly from the south line of said Central Street to a line 80 feet easterly of and parallel to the center line of said North Shore Channel; except those portions of said right of way of the North Shore Channel that are located within public streets;"
highways, and public rights of way. All being in the City of Evanston, County of Cook, State of Illinois, and as shown colored in red on plat marked "Exhibit A" attached hereto and made a part hereof."

That part of the right of way of the North Shore Channel whose title is vested presently in The Metropolitan Sanitary District of Greater Chicago that lies westerly and northwesterly of the top of the westerly and northwesterly bank of said North Shore Channel and that lies between the north boundary line of the City of Evanston (said north boundary line being north of, parallel to and 276.20 feet, more or less, normally distant from the center line of Isabella Street) and the north line of Evanston-Elgin Road (Emerson-Simpson Street) except those portions of said right of way of the North Shore Channel that were heretofore leased by The Metropolitan Sanitary District of Greater Chicago to the following parties:

6) CHICAGO TRANSIT AUTHORITY:

"The strip of land in L.R. Hitt's Subdivision of block 11, and in Block 3 and 6 of Ira Brown's Subdivision of Block 1 to 8 both in University Subdivision of Lots 21 and 22 and the south half of Lot 20 in George Smith's Subdivision of the south part of Archange Quimette Reservation, lying between the northeasterly line of the present 70-foot right of way owned by the said Transit Authority and a straight line 60 feet northeasterly of and parallel to the center line of said 70-foot right of way and extending from the north line of said south half of Lot 20 of George Smith's Subdivision of the north part of Archange Quimette Reservation to a line which is 80 feet westerly of and parallel to the center line of said North Shore Channel; also

A strip of land 30 feet wide lying northeasterly of and adjacent to the northeasterly right of way line of the present 60-foot right of way owned by the said Transit Authority and extending across the north half of Lot 20 of George Smith's Subdivision of the south part of Quimette Reservation, excepting therewith Isabella Street; also

A strip of land in I.R. Hitt's Subdivision of Block 11, and in Block 3 and 6 of Ira Brown's Subdivision of Block 1 to 8 both in University Subdivision of Lots 21, 22 and the south half of Lot 20 in George Smith's Subdivision of the south part of Archange Quimette Reservation, lying between the southeasterly line of the present 70-foot right of way owned by the said Transit Authority and a straight line 60 feet southeasterly of and parallel to the center line of said 70-foot right of way extending from the west line of said Block 3 of Ira Brown's Subdivision to a line which is 80 feet westerly of and parallel to the center line of said North Shore Channel, and except those portions of said right of way of the North Shore Channel that are located within McCormick Road, public streets, highways, and public rights of way. All being in the City of Evanston, County of Cook, State of Illinois, and as shown colored in yellow on plat marked "Exhibit A" attached hereto and made a part hereof."
TO HAVE AND TO HOLD the same unto the Lessee for and during the term of Twenty (20) years beginning with the 1st day of December A.D. 1965, and ending on the 30th day of November A.D. 1986, unless sooner terminated according to the terms and conditions hereafter set forth.

In consideration of said lease and the mutual covenants and conditions hereinafter contained, the LESSOR AND LESSEE covenant and agree with one another as follows:

ARTICLE 1. RENT PAYMENTS

1.01 The Lessee agrees in consideration of the leasing of the premises aforesaid to pay to said Lessor as rent for the said demised premises during the said Twenty (20) year period, that is to say from December 1, 1965 to November 30th, 1986, the sum of Twenty-six Thousand and No/100 Dollars ($26,000.00) payable in annual installments of Thirteen Hundred and No/100 Dollars ($1,300.00) each, payable in advance on the 1st day of December of each and every year of said Twenty (20) year period.

ARTICLE 2. EVANSTON COMMUNITY GOLF COURSE

2.01 It is understood and agreed that the Evanston Community Golf Course is located on Lessor's property, partly within the City of Evanston and partly within the Village of Wilmette; that the portion of the Golf Course lying within the corporate limits of the City of Evanston is demised in this lease, and the Lessee will continue to operate and maintain said Golf Course with the Village of Wilmette or its authorized agent as a public fee Golf Course.

ARTICLE 3. RECREATION FACILITIES

3.01 Lessor agrees that the Lessee shall have the right and privilege of improving and equipping said premises for use as a public park and playground; including but not limited to grading, planting, and landscaping; construction and equipping
playgrounds, lighting, pave walks, recreational areas, and such other improvements as are necessary and appropriate to construct and operate said premises as a public park and play ground; the Lessee may erect fencing along the banks of the Channel as it seems necessary for public protection; the Lessee agrees to new development of this property as a park and play ground within a period of three (3) years from the effective date of this lease.

The Lessee agrees within One Hundred and Twenty (120) days after the date of execution of this lease, to submit to the Lessor detailed plans and drawings of the proposed improvements. Said plans and drawings to be approved by the Chief Engineer of the Lessor.

ARTICLE 4. ENGINEERING RESERVATIONS AND REQUIREMENTS

4.01 The Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipe lines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures. Pursuant to those agreements, the various grantees installed and are operating their respective surface and underground plant facilities. Plats and drawings showing the location, size and type of the surface and underground plant facilities are filed in the office of Lessor's Chief Engineer and are available for inspection.

The Lessee agrees to occupy and use the demised premises in such manner as not to damage, obstruct, access to, or interfere with the operation of said surface and underground plant facilities.

4.02 The Lessee expressly agrees that the Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and
relocate any and all existing pipe, sewer, power, and communication lines upon, under and across said demised premises.

4.03 The Lessor has constructed and is operating parts of its North Shore Intercepting Sewer and of its North Side Intercepting Sewer through and under portions of the demised premises. The Intercepting Sewers are located along both sides of the North Shore Channel. As adjuncts thereto, underground connection and control structures are located, also along both sides of the North Shore Channel. Drawings of Lessor's Intercepting Sewers and of the structures are available for inspection in the office of Lessor's Chief Engineer.

The Lessor reserves unto itself a perpetual right, privilege and authority to construct, maintain, operate, repair and reconstruct said intercepting sewers with its connecting sewers and appurtenances, and any other drains or structures presently existing upon, under and through said demised premises. The Lessor shall also have the right, privilege and authority to enter upon and use such portions of said demised premises as may be necessary in the opinion of the Chief Engineer of the Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing said intercepting sewers, connecting sewers, drains, or other structures, appurtenances, parking areas and access drives.

It is further expressly understood and agreed by the Lessee that no buildings, materials or structures shall be placed or erected and no work of any character done on said demised premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains, or other structures and appurtenances located at any time on said demised premises, or so as to interfere with their maintenance and operation.
4.04 It is expressly understood and agreed that the Lessor shall not be liable to the Lessee for any loss, cost or expense which the Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the lessee, structures, or other equipment of the Lessor located on said demised premises, or by any other work which the Lessor may perform on said demised premises under the terms hereof, or on the land of the Lessor adjacent to said demised premises.

4.05 If at any time in the future, the Lessor, the United States Government or any other governmental agency should embark upon the work of enlarging or improving the North Shore Channel of the Lessor, and if as a consequence thereof, any portion of said demised premises are required for any purpose in connection with any such future enlargement or improvement, as determined by the Chief Engineer of the Lessor or the District Engineer, Corps of Engineers, U. S. Army, Chicago District, then, in such event, it is understood and agreed by the parties hereto, that the Lessee shall surrender possession of such part of the demised premises that may be so required, Lessee agrees, also, at its own cost and expense, to remove all of its equipment, structures, or other works from those portions of said demised premises so taken, or reconstruct or relocate such of its installation as may be required to permit the use of said demised premises for the Channel enlargement or improvement within sixty (60) days after notice shall have been given to the Lessee by said Chief Engineer.

4.06 If at any time in the future, any portions of the demised premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps, and access roads, as determined by the Chief Engineer of the Lessor, for the use of any other governmental agency engaged in
the construction of highways and roadways, or adjuncts thereto, then, in such event, it is understood and agreed by the parties hereto, that the Lessee shall surrender possession of such part of the demised premises that may be so required. Lessee agrees, also, at its own cost and expense, to remove all of its equipment, structures, or other works from those portions of said demised premises so required, or reconstruct or relocate such of its installations so as to permit the use of said demised premises for the construction of highways and roadways, or adjuncts thereto within sixty (60) days after notice shall have been given to the Lessee by said Chief Engineer of Lessor.

4.07 The Lessor reserves to itself or its assignees or permittees at any time during the period of this lease, upon thirty (30) days' written notice given by the Lessor to the Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipeline, pole lines for electrical transmission, appurtenances thereto, and such other structures, buildings, apparatus, and water control equipment as may be needed for the corporate purposes of the Lessor upon, under, and across said demised premises. Any such construction shall be located as determined by the Chief Engineer of the Lessor so as to cause, in his opinion, the least interference, consistent with efficient and economical design, with any buildings, equipment, or other structures that the Lessee may then have on the said demised premises.

4.08 The Lessee agrees not to discharge any domestic sewage originating in said demised premises into said North Shore Channel.

4.09 The Lessee agrees that if at any future date it desires to dispose of domestic sewage from said demised premises, it will
discharge the said domestic sewage into an intercepting sewer of
the Lessor, provided, however, that the City of Evanston will
make application and secure the necessary permit from The
Metropolitan Sanitary District of Greater Chicago before dis-
charging any domestic sewage into intercepting sewer of the Lessor.

4.10 The Lessee also agrees to collect separately all roof
water, surface runoff from grounds and roadways, and drainage water
and to discharge the same directly into said North Shore Channel,
free from any sewage; all to be done in a manner acceptable to
said Chief Engineer of the Lessor.

4.11 It is agreed by and between the parties hereto that the
Lessee shall submit to the Chief Engineer of Lessor for his approval
the general plans for handling the sewerage, grading, and drainage
of the said demised premises; and for any roadways, water supply,
telephone and electric service, if any, and of all buildings, or
any other construction, to be erected thereon before the commence-
ment of any work thereon.

4.12 The Lessor reserves to itself the right of access to
said premises for inspection by the Lessor and its duly accredited
agents at all times, and for such surveys as the Chief Engineer
of the Lessor may deem necessary.

ARTICLE 5. SURRENDER OF POSSESSION

5.01 Lessee agrees to vacate and surrender said premises at
the expiration of the term of this lease or upon such other termina-
tion as herein stated in as good condition and repair as the pre-
mises are at the commencement of this term, ordinary wear and tear
and damage occasioned by fire or the elements excepted, and Lessee
agrees to repair any damages resulting from its use and occupancy
of the premises. Lessee agrees to remove all of its equipment and
facilities from the leased premises upon the termination of the
lease as to all or a portion of the leased premises as herein pro-
vided at no cost to the Sanitary District.
ARTICLE 6. NOTICE OF DEFAULTS.

6.01 In the event Lessee shall be in default under all or any portion of this lease, the Lessor agrees not to assert any rights arising out of any alleged defaults, unless default hereunder shall continue for thirty (30) days after written notice thereof is given by Lessor to the Lessee. In the event of any default hereunder, it shall be lawful for the Lessor to re-enter and take full and absolute possession of said premises and hold and occupy the same wholly and absolutely, all the terms and conditions, being terminated upon such re-entry.

6.02 In the event that any provision or condition contained in this Lease shall be adjudged void, such adjudication shall not affect the validity, obligation or performance of any other provisions or condition which in itself is valid. No controversy concerning any provision or condition contained in this Lease shall delay the performance of any other provision or condition.

ARTICLE 7. SUB-LETTING

7.01 Lessee shall not assign nor sublet the whole or any part of said premises without first obtaining the written consent of the Lessor, but Lessee shall have the right to grant permission and authority to any person to occupy and use such space within the demised premises for such services as concessions for the vending of refreshments and similar services as are consistent with the operation of a recreational facility upon the premises, and Lessee shall have the right to sublet the golf course area referred to herein to the Evanston Community Recreation Association, which Association has been sub-lessee of said golf course area prior to the effective date of this lease.

ARTICLE 8. INDEMNITY

8.01 Lessee shall further indemnify and save harmless the Lessor and said premises from any and all mechanic's lien or claims on account of any work, labor, or materials performed.
furnished, ordered or contracted for by the Lessee. In case there should be any mechanic's liens or other claims filed on said premises on account thereof, then the Lessee shall pay and discharge the same and cause the same to be satisfied of record upon demand by the Lessor.

8.02 Lessor gives Lessee possession and control of said premises subject to the reservations herein and shall be under no obligation to inspect, operate or maintain said premises; and as a further consideration for the granting of this lease, the Lessee shall save the Lessor harmless from all suit, claims, demands and judgments resulting from any feasance or non-feasance by the Lessee; and it is further agreed that the obligation to save the Lessor harmless under this section shall be absolute and the Lessor shall not be required to prove negligence on the part of the Lessee, its agents, employees, servants, etc., in order to recover under this Indemnity Agreement.

The aforesaid covenant of Indemnity by Lessee is not for the benefit of and shall not give any rights or privileges whatsoever to third persons against the Lessee.

8.03 The City of Evanston and all grantees and easement holders under rights granted by the Lessor hereunder, taking any action under the easements provided in this Lease, shall take all actions and do all things necessary to avoid damage to the Lessee's owned and leased premises and shall clean and completely restore the premises to its condition prior to exercise of the easement as soon as possible. Prior to undertaking any installation, repair, maintenance or other action under any easements hereunder, the easement holder shall enter into an agreement with the Lessee indemnifying and saving the Lessee wholly harmless from all claims, liabilities and obligations whatsoever arising out of the use of

-12-
the easements hereunder, with the easement holder to fully defend
the Lessee from all actions and proceedings brought in connection
therewith, paying all costs and expenses therefor. The easement
holder shall not at any time permit any lien or encumbrance of
any kind, character or description to be placed on the premises.

ARTICLE 9. TERMINATION

9.05 It is further agreed that at any time hereafter this
lease may be terminated by the prior service of a one (1) year
written notice by the LESSOR upon the LESSEE stating its intention
so to do. The said notice shall not be given unless the Board of
Trustees shall first determine that such property (or part thereof)
is required for the corporate purposes of the Sanitary District;
or is required by the Sanitary District for the construction of
marinas and other related facilities along the North Shore Channel
as part of Sanitary District’s contemplated North Shore Channel
Improvement Project, by itself or others.

Any and all notices to be given hereunder shall be in
writing and sent by registered or certified mail, postage
prepaid, return receipt requested, as follows:

To the Lessor:

The Metropolitan Sanitary District
of Greater Chicago
160 East Erie Street
Chicago 11, Illinois

To the Lessee:

City of Evanston
Evanston, Illinois
IN WITNESS WHEREOF, THE METROPOLITAN SANITARY DISTRICT
OF GREATER CHICAGO has caused this instrument to be executed
in triplicate by the Chairman of the Committee on Finance of
its Board of Trustees and attested by its Clerk, and its
corporate seal to be hereunto affixed; and the Lessee —
City of Evanston, has caused this instrument to be executed
in triplicate by its Mayor and attested by its Secretary
and its Corporate Seal to be hereunto affixed all the day and
year first above written.

The Metropolitan Sanitary District
of Greater Chicago

By: [Signature]
Chairman, Committee on Finance
of its Board of Trustees

Attest
[Signature]
Clerk

City of Evanston

By: [Signature]
Mayor

Attest
[Signature]
Clerk

- 14 -
State of Illinois
County of Cook

On this 8th day of September 1969
before me appeared John D. Emery, Mayor and
Maurice F. Brown, City Clerk to me personally known,
who, being duly sworn, did say that they were Mayor and City Clerk,
respectively, of the City of Evanston, a body politic and corporate;
that the seal affixed to the foregoing instrument is the complete
seal of said Corporation; that said instrument, was signed and
sealed on behalf of said Municipal Corporation by authority of
its City Council and the said persons acknowledged said instrument
to be the free act and deed of the Municipal Corporation.

Given under my hand and notarial seal the day and year
first above written.

JUDITH L. JOHNSON
Notary

(SEAL)

My Commission expires: July 26, 1969
Approved as to Description and Engineering:

John S. Fee
Field Services Engineer

James S. Chrest
Assistant Chief Engineer

C.T. Mickle
Chief Engineer

Approved:

E. T. Karlowski
Real Estate Administrator

Approved as to Form and Legality:

Clarence H. Boswell
Assistant Attorney

George A. Lane
Attorney

Approved:

Clinton W. Bacon
General Superintendent
STATE OF ILLINOIS
COUNTY OF COOK

I, Isabel A. Butler, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John B. Bond, personally known to me to be the Chairman of the Committee on Finance of the Board of Trustees of The Metropolitan Sanitary District of Greater Chicago, a municipal corporation, and Elva M. Ducasse, personally known to me to be the Acting Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Acting Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Trustees and Acting Clerk of said municipal corporation, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of October, A.D. 1966.

Isabel A. Butler
NOTARY PUBLIC

My Commission expires:

November 18, A.D. 1968.
To: Honorable Mayor and Members of the City Council

From: Martin Lyons, Assistant City Manager/Chief Financial Officer

Subject: Collective Bargaining Process - Summary

Date: May 9, 2017

Summary:
The City of Evanston has four collective bargaining units that represent staff in nearly all departments as listed below:

Fraternal Order of Police (FOP) – Officers: This unit represents all sworn police officers, 911 and 311 operators, and desk officers. This unit represents approximately 165 personnel.

Fraternal Order of Police – Sergeants: This unit represents 20 Police Sergeants.

International Association of FireFighters (IAFF) Local 742 – This unit represents approximately 100 firefighters.

American Federation of State, County and Municipal Employees (AFSCME) – This Unit represents approximately 350 full/part-time field, technical and clerical staff and includes the Evanston Public Library.

Presently the City is in negotiations with FOP Officers, IAFF, and AFSCME. City negotiation teams meet with the respective union leadership team to discuss changes to the contracts regarding all allowable bargaining issues.

Staff will provide a brief verbal update on each of the three contract negotiations in Executive Session on May 15, 2017.