CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, July 24, 2017

Administration & Public Works (A&PW) Committee meets at 6 p.m.
City Council meeting will convene at conclusion of the A&PW Committee meeting.

ORDER OF BUSINESS

(I)  Roll Call – Begin with Alderman Suffredin

(II) Mayor Public Announcements

(III) City Manager Public Announcements and Presentations
      Preservation Awards Presentation
      Online Public Art Map Presentation

(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. Public comments will be noted in the City Council Minutes and become part of the official record. 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 Orders of Business

SPECIAL ORDERS OF BUSINESS

(SP1) Request for Proposal to Lease the Harley Clarke Mansion, 2603 Sheridan
Staff recommends that City Council review and approve the Request for Proposal (RFP) to lease the Harley Clarke Mansion, 2603 Sheridan Road, to a non-profit organization. The RFP has been revised per direction given by City Council at the July 10, 2017 meeting.
For Action

(SP2) 2017 Budget Expense & Revenue Recommendations
Staff recommends the City Council: review the 2017 year-end estimates and budget adjustment strategies; consider recommend revenue action provided to City Council separately; and direct the City Manager to implement measures to balance the budget.
For Action

(VII) Consent Agenda and Report of Standing Committees:
Administration & Public Works - Alderman Braithwaite
Planning & Development - Alderman Rainey
Human Services - Alderman Fiske
Economic Development - Alderman Wynne
Rules - Alderman Wilson

CONSENT AGENDA

(M1) Approval of Minutes of the Regular City Council Meeting of June 26, 2017.
For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE


(A2) Bills List – July 25, 2017 $2,608,589.35
Credit Card Activity – Period Ending May 31, 2017 $215,521.46
For Action
(A3.1) **Sole Source Renewal of Annual Cisco SmartNet Software Support Contracts and Licenses from CDW**
Staff recommends City Council authorize the sole source purchase of Cisco SmartNet networking licenses and software from CDW (120 S.Riverside, Chicago, IL 60606) in the amount of $54,445.68. This contract provides support for the City's essential computer networking system and covers the period September 15, 2017 through September 15, 2018. CDW is the current State Bid Contract provider for these services as of July 2017. Funding is provided by the IT Division, Computer Licensing and Support Fund (Account 100.19.1932.62340), which has a total budget of $500,000 and a YTD balance of $324,915.46 before this transaction. This quote is a reduction from last year's annual cost of $73,063.37.

**For Action**

(A3.2) **Agreement Amendment for Northwestern Football Parking on the Evanston Wilmette Golf Course During Home Football Games**
Staff recommends approval of the Evanston Wilmette Golf Course Association's (EWGCA) request for amendment of the existing three year agreement (2016, 2017 and 2018 seasons) to continue to park cars on holes 1, 2, 11 and 12 of the golf course during Northwestern University home football games. This amendment is requesting approval to pilot tailgating on hole #12. Currently, only parking is allowed on hole #12. This pilot program would be evaluated at the end of the 2017 football season.

**For Action**

(A3.3) **Change Order #1 to Water Treatment Plant Reliability Improvements Project with Thieneman Construction, Inc.**
Staff recommends that City Council authorize the City Manager to execute Change Order No. 1 for the Water Treatment Plant Reliability Improvements Project with Thieneman Construction, Inc. (TCI) (17219 Foundation Parkway, Westfield, Indiana 46074) in the amount of $35,611.00. This will increase the total contract amount from the current contract price of $1,247,000.00 to $1,282,611.00. There is no time extension associated with this change order. The Illinois Environment Protection Agency (IEPA) has agreed to provide a loan from the State Revolving Fund in an amount up to $1,634,816.00 for engineering and construction of this project. This amount includes a contingency of 3% ($37,410.00) of the bid price of the project. With this funding, all eligible engineering and construction costs will be funded by a loan repaid over 20 years at 1.64% interest. IEPA loan funding for this work is being routed through the Water Fund, Capital Improvement (Account 513.71.7330.65515 – 733094). This project has an overall project allocation of $2,500,000 for both 2016 and 2017.

**For Action**
(A3.4) **Contract with Schroeder & Schroeder, Inc. for 2017 Alley and Street Improvements**

Staff recommends City Council authorize the City Manager to execute a contract for the 2017 Alley and Street Improvements Project (Bid No. 17-38) with Schroeder & Schroeder, Inc. (7306 Central Park, Skokie, IL 60076) in the amount of $1,301,882.10. This project consists of improvements to five alleys throughout the City, street resurfacing on Dewey Avenue from the cul-de-sac south of Simpson Street to the north end north of Payne Street, and installation of traffic calming speed humps on various streets and speed bumps in various alleys. Funding will be provided from the CIP Fund (various accounts), the Parking Fund (Account 505.19.7005.65515-416500), and the Sewer Fund (Account 515.40.4535.62461–417017). A detailed summary of the funding can be found on the corresponding transmittal memorandum. This project was budgeted at $1,576,000 for FY 2017. This project is $5,071.61 over budget for 2017 G.O. Bonds. The additional funding is available from savings from other projects.

*For Action*

(A3.5) **Contract with Bulley & Andrews Concrete Restoration for 2017 Parking Garage Improvements**

Staff recommends City Council authorize the City Manager to execute a contract for the 2017 Parking Garage Improvements (Bid No. 17-42) with Bulley & Andrews Concrete Restoration (1755 West Armitage Avenue, Chicago, Illinois 60622) in the amount of $237,354.00. Funding will be provided from the Parking Fund (Accounts 505.19.7005.65515-617011; 505.19.7005.65515-617012; & 505.19.7005.65515-617013) with a total budget for this project of $620,000.

*For Action*

(A3.6) **Sidewalk Café for Furious Spoon at 1700 Maple Avenue**

Staff recommends City Council approval of first-time application for a sidewalk café permit for Furious Spoon, a Type 1 restaurant located at 1700 Maple Avenue. The sidewalk café will consist of nine tables with four seats each for a seating capacity of 36, and will operate Sunday-Thursday 11:00 a.m.–1:00 a.m. and Friday-Saturday 11:00 a.m.–2:00 p.m.

*For Action*

(A3.7) **Contract with Warren Langley for Design, Manufacture and Installation of Lighted Sculpture at the Green Bay, Emerson, Ridge Intersection**

Staff recommends that Council authorizes the City Manager to enter into a contract with Warren Langley, Australian artist, (13/63 Crown Rd. Queenscliff, Sydney, NSW 2096) for RFP 17-01 to design, manufacture and install a lighted sculpture in the underpass of the Green Bay, Emerson, Ridge intersection in the amount of $88,897.50. This is funded from the CIP Neighborhood Public Art fund (Account 415.40.4116.65515-117004). The total 2017 funding allocation of $150,000 is allocated as follows: $75,000 from FY 2016 G.O. Bonds (carryover), and $75,000 from FY 2017 G.O. Bonds.

*For Action*
(A4) **Resolution 65-R-17, Creating a Separate Fund entitled the “Robert Crown Community Center Maintenance Fund”**

Staff and the Friends of Robert Crown 501(c)3 recommend the City Council adopt Resolution 65-R-17 enabling the creation of the Robert Crown Community Center (RCCC) Maintenance Fund in the FY 2019 Annual Budget. This fund will be used for specific long-term infrastructure maintenance items at both the RCCC and surrounding fields as identified below. Revenues to support the anticipated long term maintenance costs of the RCCC shall come from operating revenues of the new facility and from donations. These revenues will be reviewed not less than once every five years to determine if the proper funding has been set aside for the timely replacement of infrastructure.

**For Action**

(A5) **Resolution 66-R-17, Professional Services Agreement with James B. Moran Center for “2017 Certificate of Rehabilitation Program”**

Staff recommends that City Council adopt Resolution 66-R-17, authorizing the City manager to execute an agreement between the City of Evanston and the James B. Moran Center for Youth Advocacy (1123 Emerson, Suite 203 Evanston, IL 60201) to provide legal services for not less than 15 Evanston residents to secure Certificates of Rehabilitation, expungement and criminal records sealing, in an amount not to exceed $30,000. Funding for this agreement is budgeted in Parks, Recreation and Community Services, Youth and Young Adult Engagement Division (Account 100.30.3215,62490) which has a FY 2017 budget of $281,965.00 and a YTD balance of $237,412 before this project. Costs amount to approximately $2,000 per participant. The City of Evanston shall be financially responsible for the furtherance of the program. The James B. Moran Center would be responsible for handling the payment of direct and indirect costs for not less than 15.

**For Action**

(A6) **Resolution 64-R-17, Authorizing City Manager to Execute TIF Forgivable Construction Loan and Development Agreement with Harrington Brown LLC for Proposed Development at 100 and 128 Chicago Avenue**

Staff recommends City Council adoption of Resolution 64-R-17, considering Harrington Brown, LLC’s request for financial assistance totaling $1,959,946 from the Howard Ridge TIF and an additional $1 million from the Affordable Housing Fund for the development of a mixed use commercial/residential project at 130 Chicago Avenue. The Howard Ridge TIF will provide funding through the issuance of G.O. Bonds which will be abated by the tax increment produced by the development and by future Howard Ridge TIF revenues. The Affordable Housing Fund has a cash balance of $1,055,000, but only $590,000 after accounting for previous commitments. However, staff anticipates revenues of $375,000 in 2018 for an estimated balance of $965,248. Fees in lieu of payments from 831 Emerson and 1815 Ridge would occur at first temporary certificate of occupancy (TCO). This is not estimated to occur until 2019 at the earliest.

**For Action**
(A7) **Ordinance 67-O-17, Authorizing City Manager to Negotiate with Harrington Brown LLC for the Sale of City-Owned Real Property Located at 100 Chicago Avenue**

Staff recommends approval of Ordinance 67-O-17, “Authorizing the City Manager to Negotiate with Harrington Brown, LLC for the Sale of City-Owned Real Property Located at 100 Chicago Avenue, Evanston, Illinois.” The sale of City-owned real property is a two-step process; an ordinance must be adopted to authorize the City Manager to negotiate the sale of property followed by an ordinance at a later date that authorizes the City Manager to execute a sales contract that memorializes said negotiations. A two-thirds majority of City Council is required to adopt Ordinance 67-O-17. **Suspension of the Rules is requested for introduction and adoption by City Council on July 24, 2017.**

**For Introduction and Action**

(A8) **Ordinance 73-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 17, Schedule XVII: Parking Violation Penalties**

Staff recommends that the City Council adopt Ordinance 73-O-17, amending City Code Section 10-11-17, Schedule XVII, Parking Violation Penalties to increase the fine for an expired parking meter by ten dollars ($10) to twenty dollars ($20) effective September 1, 2017. The last time this fine was increased was January 22, 1976.

**For Introduction**

(A9) **Ordinance 76-O-17, Amending Evanston City Code 10-11-17, “Parking Violation Penalties” to Increase the Fine for Street Cleaning Parking Violations by Fifteen Dollars to Fifty Dollars**

Staff recommends that the City Council adopt Ordinance 76-O-17, amending portions of City Code Section 10-11-17, Schedule XVII, Parking Violation Penalties to increase the fine for street sweeping violations by fifteen ($15) to fifty dollars ($50) effective September 1, 2017.

**For Introduction**

(A10) **Ordinance 69-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18: Residents Parking Only Districts**

The Transportation/Parking Committee and staff recommends that the City Council adopt Ordinance 69-O-17, amending of City Code Section 10-11-18(H) adding: eligibility for residents on Lake Shore Boulevard, west side, from Greenleaf Street north to Hamilton Street and 1145 Sheridan Road.

**For Introduction**
(A11) Ordinance 70-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18: Residents Parking Only Districts
The Transportation/Parking Committee and staff recommends that the City Council adopt Ordinance 70-O-17, amending of City Code Section 10-11-18(G) adding Residents Parking Only on: Harrison Street, both sides, Hartrey Avenue to the alley east of Prairie Avenue; and Prairie Avenue, both sides; alley south of Central Street to Lincoln Street, to read 7:00 a.m. to 10:00 a.m., Monday through Saturday.
For Introduction

(A12) Ordinance 71-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18: Residents Parking Only Districts
The Transportation/Parking Committee and staff recommends that the City Council adopt Ordinance 71-O-17, amending of City Code Sections 10-11-18(G) by including eligibility for the district for: Residents addresses of 2542 – 2566 Prairie Avenue, 2002-B Central Street and 2002-C Central Street.
For Introduction

(A13) Ordinance 72-O-17, to Amend Title 11, Administrative Adjudication, Chapter 2, Parking & Compliance Violations, Section 11(B): Immobilization Program
The Transportation/Parking Committee and staff recommends that the City Council adopt Ordinance 72-O-17, amending Title 11, Administrative Adjudication, Chapter 2, Parking & Compliance Violations, Section 11(B): Immobilization Program to read: “When the registered owner of a vehicle has accumulated three (3) or more final determinations of parking and/or compliance violation liability.”
For Introduction

(A14) Ordinance 58-O-17, Amending City Code 7-2-5-3 “Permit Fees,” to include Block Party Regulations
Staff recommends City Council adoption of Ordinance 58-O-17 by which City Council would amend City Code 7-2-5-3 “Permit Fees,” to include Block Party Regulations.
For Action

(A15) Ordinance 61-O-17, Increasing the Number of Class D Liquor Licenses for Furious Spoon Evanston Maple Ave., LLC, d/b/a Furious Spoon
Local Liquor Commissioner recommends City Council adoption of Ordinance 61-O-17, increasing the number of authorized Class D liquor licenses for Furious Spoon Evanston Maple Ave., LLC, d/b/a Furious Spoon located at 1700 Maple Street.
For Action
(A16) Ordinance 62-O-17, Increasing the Number of Class K Liquor Licenses for Beer on Central, LLC dba Beer on Central
Local Liquor Commissioner recommends City Council adoption of Ordinance 62-O-17, increasing the number of authorized Class K liquor licenses for Beer on Central, LLC dba Beer on Central located at 1930 Central Street.

For Action

(A17) Ordinance 46-O-17, Amending City Code Section 9-5-15, Regulating Small Unmanned Aircraft in the City of Evanston
City staff recommends City Council adoption of Ordinance 46-O-17, amending City Code Section 9-5-15, regulating small unmanned aircraft in the City of Evanston. Ordinance 46-O-17 addresses ongoing community concerns and provide an enforcement tool related to the operation of small unmanned aircraft, including drones. This Ordinance was introduced at the June 12, 2017 City Council meeting, and held for action at the July 24, 2017 City Council meeting following an amendment proposed by Alderman Wynne and subsequently approved.

For Action

(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

MEETINGS SCHEDULED THROUGH AUGUST 15, 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.
For City Council meeting of July 24, 2017

Harley Clarke Mansion Request for Proposal to Lease
For Action

Memorandum

To: Honorable Mayor and Members of the City Council

From: Wally Bobkiewicz, City Manager
       Erika Storlie, Deputy City Manager/Director of Administrative Services

Subject: Request for Proposal to Lease the Harley Clarke Mansion, 2603 Sheridan

Date: July 19, 2017

Recommended Action:
Staff recommends that City Council review and approve the Request for Proposal (RFP) to lease the Harley Clarke Mansion, 2603 Sheridan Road, to a non-profit organization. The RFP has been revised per direction given by City Council at the July 10, 2017 meeting.

Livability Benefits:
Built Environment: Enhance Public Spaces

Summary of Revisions from July 10, 2017 City Council Meeting
1. Pushed back release date to August 3, 2017. Moved up due date for final RFP submission to October 9, 2017, and final Council award of lease to November 27, 2017. Proposers will have approximately two months to prepare and submit proposals.
2. Schedule two mandatory pre-proposal meetings and property walk-throughs at the Harley Clarke Mansion. Proposers need to attend only one session.
3. Update M/W/EBE language in RFP advising proposers to include a statement of how they intend to satisfy, or not, the City’s M/W/EBE goals. Reference to City policy can be found on page “tba.”
4. Statement that a full-service restaurant is not acceptable, although a light-fare café would be acceptable at the site.
5. Added language to include Jens Jensen Garden protection and maintenance.
6. Added website link to Lakefront Master Plan

Background:
Pursuant to the request of the City Council, a Harley Clarke Planning Committee was formed in November of 2016 to discuss the planning for the future of the Harley Clarke Mansion. The Committee recommended a lease of the property to Evanston Lakehouse
and Gardens at the City Council meeting of June 26, 2017. This recommendation was not approved; City Council requested a Request for Proposal (“RFP”) to lease the property to non-profit organizations be prepared. A draft RFP is attached to this memorandum. If approved, staff will publish the RFP on August 3, 2017, which is the earliest possible date if City Council approves the proposal on July 24, 2017. The deadline for proposals is October 9, 2017.

Attachments:
Draft Request for Proposal
CITY OF EVANSTON

REQUEST FOR PROPOSAL (DRAFT #2 – July 24, 2017)

NUMBER: XX-XX

for

Lease of Harley Clarke Mansion to a Non-Profit Organization

July 20, 2017 August 3, 2017

PROPOSAL DEADLINE: 2:00 P.M., November 20, 2017 October 9, 2017
Room 4200
Lorraine H. Morton Civic Center,
2100 Ridge Avenue,
Evanston, Illinois 60201

PRE-PROPOSAL MEETINGS: Non-mandatory MANDATORY
AND PROPERTY TOURS: 2:00 PM, August 21 and October 24, 2017 September 7, 2017
(Attendance required at only one pre-proposal meeting/tour) Parasol Room
Lorraine H. Morton Civic Center
2100 Ridge Avenue
Harley Clarke Mansion
2603 Sheridan Road
Evanston, Illinois 60201

PROPERTY TOURS: July 31, September 7, and October 17, 2017

SEALED PROPOSALS TO BE RETURNED TO:
CITY OF EVANSTON
PURCHASING DIVISION, ROOM 4200
LORRAINE H. MORTON CIVIC CENTER

Revised 10-14 (01-16)
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**Harley Clark Manson Drawings**

**Additional Information**

- Harley Clark Manson Drawings
  - **Link to 2008 Lakefront Master Plan**
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 November 20, 2017. Proposals shall cover the following:

Lease of Harley Clarke Mansion to Not-For-Profit Organization
RFP Number: XX-XX

The City of Evanston is seeking to enter into a long-term lease with a non-profit organization that will invest in and renovate the Harley Clarke mansion and offer public access and/or experience to create a high quality public use for the space consistent with the 2008 Lakefront Master Plan. The property is located at 2603 Sheridan Road, Evanston, IL 60201.

There will be non-mandatory pre-proposal meetings and walk-throughs of the property on August 21, 2017 and September 7, 2017, at 2:00 p.m. in the Parasol Room of the Lorraine H. Morton Civic Center, 2100 Ridge Avenue at the Harley Clarke Mansion, 2603 Sheridan Road, Evanston, Illinois 60201. All organizations intending to submit a proposal for this project are encouraged--required to attend the pre-proposal meeting and walk-through to discuss the proposed work and receive answers to questions related to the project.

Non-mandatory walk throughs of the property will take place on July 31, 2017, September 7, 2017, and October 17, 2017 from 8am to 1pm. Additionally, the City will allow each potential bidder up to four (4) scheduled days to view the interior of the buildings prior to November 10, 2017.

The above item sealed proposals 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 July 31, 2017. 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 of Evanston (the City) in accordance with the laws of the State of Illinois, hereby notifies all organizations that it will ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful organization 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.

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.
1.0 INTRODUCTION

The City is seeking proposals for the purpose of entering into a long-term lease of the buildings known as the Harley Clarke Mansion located at 2603 Sheridan Road, Evanston, Illinois. The site is designated as an Evanston Landmark and contains an approximately 20,275 square foot (including conservatory) 3 story brick structure plus a basement with a 4,383 square foot coach house (including greenhouse) with two apartments and a 3 car garage. The property includes a Jens Jensen Garden and is zoned OS – Open Space. Permitted and special uses of the OS District are contained in the Evanston Zoning Ordinance.

The City of Evanston is not offering the land occupied by these buildings for sale, however proposals should include a plan to protect and maintain the Jens Jensen Garden.

The intent of this Request for Proposal (RFP) is to identify a qualified, non-profit organization to renovate and use the existing structures. The selected lessee must have the necessary financial capabilities to complete this project in a timely manner.

Respondents are required to:
- Submit information about the organization interested in the property;
- Clearly state intention for the property, i.e., specific use; and
- State the monetary monthly payment the entity is willing to pay to lease the space along with the anticipated term of lease agreement.

If an interested party is selected to lease the building(s), it is the expectation of the City that the lessee would enter into a long term lease and would be required to invest in a substantial renovation of the property as part of the lease agreement.

Contact with City personnel (including appointed or elected officials) in connection with this RFP shall not be made other than as specified in this RFP. Unauthorized contact with any City personnel (including appointed or elected officials) 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 is seeking proposals from a non-profit organization to enter into a long term lease for the property located at 2603 Sheridan Road, Evanston, Illinois. The lessee would be required to invest in a substantial renovation of the property as part of the lease agreement.

The lessee would be asked to:
- Create a high quality public use for the space, consistent with the 2008 Lakefront Master Plan;
- Retain and protect the historic character of the buildings;
- Address any potential parking issues; and
- Accommodate existing public space and recreation area to ensure that the community retains access to recreation opportunities and is consistent with OS zoning.

The Evanston City Council approved the issuance of this RFP on June 26, 2017 with the condition that the entirety of the property continues to be owned by the City of Evanston. The City Council will not approve inclusion of a full service restaurant at this location, although a light-fare café would be acceptable. Additionally, for-profit uses are prohibited.

As stated, only the buildings set forth in this RFP (together with the adjacent Jens Jensen Gardens) are for consideration for lease and no other land, buildings or surrounding area will be considered including the fog houses, lighthouse landing complex or other structures. Proposals should include a plan to protect and maintain the Jens Jensen Gardens. Proposers may partner with another non-profit organization to maintain the Gardens. The land under the Mansion will remain, in its entirety, fully owned by the City of Evanston.

Various engineering, structural, environmental and other assessment reports have been compiled in the past on this property. These and other additional information, including the legislative history of the property are available on the City’s website at www.cityofevanston.org/harleyclarke.

3.0 INSURANCE
The successful bidder 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 the lease Agreement, for damages caused or contributed to by the organization, and insuring the organization against claims which may arise out of or result from the organization’s performance or failure to perform the Services hereunder.

As part of the lease agreement, the successful bidder must provide an insurance certificate naming the City of Evanston 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 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.

The successful bidder’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 organization brochures and/or information pertaining to the qualifications of the organization and/or team may be submitted, but must be included in a single volume. Applicant organizations 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)

Cut out and tape label included in this proposal package as Exhibit K (BID/Proposal Submittal Label). All submittals are to be placed in a sealed opaque envelope addressed to: The City of Evanston Purchasing Office, Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201; clearly marked on the OUTSIDE with the following:

- RFP name and number
- Name and address of Organization
- 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 organization signed by its authorized Principal
   ● name of organization
   ● address of organization
   ● phone number of the organization submitting the proposal
   ● include the name and signature of an authorized binding official who is authorized to answer questions regarding the organization’s proposal

B. Qualifications and Experience of Organization and/or Team
   ● All respondents shall describe other projects performed or undertaken that are similar in scope to the required services described herein.
   ● 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 such other information as deemed appropriate to demonstrate the qualifications and ability of the organization to successfully carry out its proposal.

C. Proposal Management
   Clearly identify the person(s) who would be assigned to negotiate and oversee this proposal. The proposal should indicate the abilities, qualifications and experience of these individuals.

D. Lease
   Upon award of this RFP the City may negotiate a lease with the awarded organization. The terms and conditions of any lease are subject to final approval by the City of Evanston and the Evanston City Council.

5.0 ADDITIONAL SUBMISSION REQUIREMENTS

Respondents must consider the need to render the building compliant with all building codes (including ADA) and requirements before occupancy. The proposal must address the intended course of action regarding the remediation or removal of non-compliant conditions, including various structural elements of the buildings. As an Evanston Landmark, please note that any rehabilitation/renovations that result in
exterior changes are subject to certification of appropriateness and will be reviewed by staff and/or the Preservation Committee.

The plans and specifications for all design and work to be accomplished on the site must be prepared by a design professional and approved by the City under the City’s normal permit process.

6.0 M/W/EBE GOALS
Please be aware that 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 how they will satisfy, or not satisfy, the commitment to involving 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 Sharon A. Johnson, Business Workforce Compliance Coordinator at shjohnson@cityofevanston.org or Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org. (See City of Evanston M/W/EBE Policy on page XX.)

7.0 EVALUATION CRITERIA
The City will select the successful organization through an evaluation process based on the organization meeting the specifications which are outlined in this RFP. A review committee will review and verify 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 forward the results of its review of all proposals to the City Council for final selection.

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

A. Qualifications and Expertise
B. Financial Capability to Execute Proposal
C. Benefit of the proposed use of the property to the Evanston community
D. Organization and Completeness of Proposal
E. Commitment to meeting the City’s M/W/EBE participation goal.

8.0 SELECTION PROCESS
The City will select an organization on the basis of the responsiveness of the proposal to the RFP submittal requirements and the evaluation criteria stated above. 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 select a single organization, the City reserves the right to make the award in part or in whole and to select multiple organizations, depending on whichever decision is deemed to be most advantageous to the City.

Responses may be rejected if the organization 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. Demonstrate financial capacity.
D. Demonstrate understanding of capital investment necessary;
E. Address issues arising out of proposed use (e.g., parking).
F. Submit a response on or before the deadline and complete all required forms.
G. To fulfill a request for an oral presentation.
H. To respond to a written request for additional information.

Discussions and/or interviews may be conducted with responsible organizations 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 organizations.

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

The City Council will select the proposal that is determined to be the most advantageous to the City 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
2. Non-mandatory Mandatory Pre-Proposal Conferences and Walk-Throughs: August 21 and October 24, 2017 September 7, 2017 (Attendance at only one is required)
3. Optional Walk Through
4. 30, 2017

Last Day to submit questions
October 31, 2017 September 21 of 471
4. **RFP Submission Due Date**
   - November 20, 2017
   - October 9, 2017

5. **City Council Consideration of Proposals**
   - November 13, 2017

6. **City Council Award of Contract/Lease**
   - January 8, 2018
   - November 27, 2017

10.0 **QUESTIONS REGARDING RFP**
    All questions related to this RFP should be submitted in writing to XXXXXXXXX, Purchasing Specialist at XXXXXXX@cityofevanston.org with a copy to ____________.

11.0 **GENERAL TERMS AND CONDITIONS**

   **A. Confidentiality**
   In connection with this Agreement, City may provide Proposer with information to enable Proposer to render the Services hereunder, or Proposer may develop confidential information for City. Proposer agrees (i) to treat, and to obligate Proposer’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 Proposer may make for City to any person, organization 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 Proposer on a confidential basis from any third party unless Proposer 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 Proposer’s control, the Proposer 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 Proposer 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 organization of any request for the disclosure of the material so marked with “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY”, and give the organization 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 organization, then the organization shall be solely responsible for notifying the submitting party of the request. The City’s sole responsibility is to notify the organization 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 Proposer 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 City of Evanston Notices & Documents or www.demandstar.com, or by contacting the Purchasing Office, 847-866-2935.

F. Term
The term of the lease may be negotiated, but the City is seeking a long-term lease agreement.

G. Property of the City
The subject property shall be retained by the City of Evanston, and will only be leased to the chosen organization.
H. 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.

I. 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 protester, 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.

J. 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.

K. 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 Organization, and the Organization’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.

L. **Subcontractors**

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

M. **Contact with City Personnel**

All Proposers are prohibited from making any contact with the City Manager, City Council, or any other elected or appointed 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.

N. **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.
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: ______________________________________

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: _____________________
EXHIBIT B
ADDITIONAL INFORMATION SHEET

Proposal Name: _______________________________________________
Proposal Number #: _________________________________________________
Company Name: __________________________________________________
Contact Name: ___________________________________________________
Address: ________________________________________________________
City, State, Zip: __________________________________________________
Telephone/FAX: #_________________________________________________
E-mail: __________________________________________________________

Comments: ______________________________________________________
_____________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
Exhibit C

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 ______________, 2017.

________________________________
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: ____________________________
Exhibit E

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.
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.

Organizations bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting subcontractors and that they email or contact individual organizations 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 [link](http://www.cityofevanston.org/business/business-diversity/) (Sample Advertisement). 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 organization hired, the type of work that organization 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: [link](http://www.cityofevanston.org/business/business-diversity/) (MWEBE Monthly Utilization Report).
Exhibit G

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that
_________________________________________________ (Name of organization)
itends to participate as a Subcontractor or General Contractor on the project referenced above.

This organization is a (check only one):

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

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

_____ Evanston Based Enterprise (EBE), a organization 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 organization 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/EBE PARTICIPATION WAIVER REQUEST

I am ___________________ of ________________________, and I have authority to execute this certification on behalf of the organization. I ________________________ do

(Name)

hereby certify that this organization seeks to waive all or part of this M/W/EBE participation goal

for the following reason(s):

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

_____ 1. No M/W/EBEs responded to our invitation to bid.

_____ 2. An insufficient number of organizations responded to our invitation to bid.

For #1 & 2, please provide a narrative describing the outreach efforts from your organization and proof of contacting at least 15 qualified M/W/EBEs 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/EBE participation is impracticable.

Please provide a written explanation of why M/W/EBE participation is impracticable.

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

Signature: ________________________________ Date: __________

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Additional Information
Various engineering, structural, environmental and other assessment reports have been compiled on this property. These and other additional information about the property are available on the City’s website at www.cityofevanston.org/harleyclarke.
INSERT HARLEY CLARK MANSION DRAWINGS
COACH HOUSE DRAWINGS
VICINITY MAPS (2)
JENS JENSEN GARDEN DRAWING

WEBSITE LINK TO 2008 LAKEFRONT MASTER PLAN
ATTACHMENT A - EAC DRAWINGS

ATTACHMENT A - EAC DRAWINGS

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TWO ATTIC INSTALLED SIDE BY SIDE GAS FIRED FURNACES TO PROVIDE TEMPERED MAKE-UP AIR TO PRINT MAKING 1 AND 2

TWO EXHAUST FANS TO EXHAUST PRINTMAKING 1 AND 2 (INSTALLED IN ATTIC)

PROVIDE ELECTRICAL POWER (TWO 115 VOLT CIRCUITS) FOR HVAC UNITS AND EXHAUST FANS (BY ELEC. CONTRACTOR)

PROVIDE MAKE-UP AIR CONTROL WITH WINTER/SUMMER MODES

PROVIDE ISOLATION PADS FOR MAKE UP AIR UNITS

PROVIDE VIBRATION AND SOUND ISOLATION FOR FAN INSTALLATION

ATTIC/ROOF HVAC PLAN

SCALE: 3/32"=1'-0"

EVANSTON ART CENTER
CENTER FOR THE VISUAL ARTS
2603 SHERIDAN ROAD
EVANSTON ILLINOIS

VENTILATION AND MAKEUP--AIR PROGRAM

Gelick Associates
incorporated
Architecture Planning Design
© 1999 All Rights Reserved
626 South Clark Street
Chicago, Illinois 60605
312.786.3201 Tel
312.786.3209 FAX

SHEET M-5
3340-01

ISSUE DATE
REV. 4-30-99

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BASEMENT EXISTING
1st FLOOR EXISTING
2nd FLOOR EXISTING
NORTH ELEVATION
SOUTH ELEVATION
EAST ELEVATION
Grosse Point Lighthouse

PROPERTY LEASED TO LIGHTHOUSE PARK DISTRICT

Harley Clarke Mansion

Coach House

Lighthouse Keeper's Home

Fog Houses

Central Street

Milburn Park

Sheridan Road
THE ORIGINAL PLANS

The original plans for the Harley Clarke Estate, completed by Richard Powers in 1926, and those for the Estate grounds, completed by Jens Jensen in 1928, were obtained and used as reference materials in developing the plans and recommendations. No plans for the Lighthouse complex or the Nature Center building were obtainable from the U.S. Coast Guard.

The Jensen plans, discovered in the archives of the University of Michigan Library, are the originals, and represent a unique opportunity to identify both the palette of materials used by Jensen and his design concepts. The Jensen plans consist of two drawings - a planting plan (see Figure A-1) and a watering system plan. (See Figure A-2). The Powers plans are blueprints, also found in the Archives of the University of Michigan Libraries. They consist of two drawings - a working plot plan (see Figure A-3) and a preliminary ground plan. (See Figure A-4).

The Jensen plans provide numerous valuable insights. Chief among these is the palette of plant materials he prescribed for the site. It is important to recall something of Jensen's working manner in reviewing this listing. Although he specifies a long listing of plants for use in different areas, it is not likely that he would actually use each of these. In normal procedure, he would direct and selection placement on the site, and thus use some and not others. The chief value of the listing is that the plants on the list are compatible, and can be used as a shopping list for today's replacement. Unfortunately, some of the native varieties he specifies are not readily available today.

Several elements of Jensen's overall design should be noted. The great lawn, in front of the house, places the home far back in a canopied setting, with the softer undergrowth providing a filtering screen. Attention is focused on the entry. The plantings around the great house screen it from view, and totally screen the auto parking area. The entry drive is flanked by elms, with an understory of dogwoods and native shrubs.

The rear yard lawns are totally private spaces, as typified by the cover of this report. Filtered views of the lake are provided from each of the main windows of the home. Access down to the beach is channeled along stepped pathways, while the dense rose hedge prevents casual access.
Jensen highlighted the conservatory area as flowering area, constructing a naturalistic outcropping of limestone and a naturally shaped pool. He left only a narrow access path, such as you'd find in the wild at the base of a ledge. It was a private space. It is also the only space where Jensen specifically located each of the 19 varieties of flowers in a precise manner, indicating the high value he placed on the feature.

His council ring, or campfire is placed in a shrubby mass overlooking the lake and the beach. His rings were usually inward-looking, contemplative spaces - this one appears a little different, though still in that vein. Here he has provided filtered images of the lake - visual and audial, but by placing the ring in a circuit of choke cherry has ensured that few outside distractions are noticed.

It should be noted that lawn and turf were used by Jensen as casual pathways and as meadow floor. He allowed the native varieties of ground cover to take over in many portions of the site, however. These areas required little or no maintenance. Note that he also specified a palette of perennials to serve as a border between the lawn and native areas.
Memorandum

To: Honorable Mayor and Members of the City Council

From: Wally Bobkiewicz, City Manager
       Martin Lyons, Assistant City Manager/CFO

Subject: 2017 Budget Expense & Revenue Recommendations

Date: July 24, 2017

Recommended Action:
Staff recommends the City Council:

• Review the 2017 year-end estimates and budget adjustment strategies;
• Consider recommend revenue action provided to City Council separately;
• Direct the City Manager to implement measures to balance the budget.

Livability Benefits:

Background:
At the July 10, 2017, City Council meeting, staff informed the Council that the City's General Fund will end the year in a deficit due to revenues being further under budget than expenses. As discussed during the meeting, the $4,366,000 shortfall in revenue is due to a decline in building permits, income tax, sales tax and utility tax. This is shown in the table below.

<table>
<thead>
<tr>
<th>2017 Expected General Fund Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue Budget</td>
</tr>
<tr>
<td>Permit reduction</td>
</tr>
<tr>
<td>Income tax shortfall</td>
</tr>
<tr>
<td>Sales tax shortfall</td>
</tr>
<tr>
<td>Utility Taxes shortfall</td>
</tr>
<tr>
<td>2017 Expected Revenue</td>
</tr>
<tr>
<td>Expected revenue shortfall</td>
</tr>
</tbody>
</table>
In order to determine the budget deficit, the budget staff met with department directors to determine accurate estimates for year-end expenses. A number of departments expect to end the year under budget, while other departments expect to go over budget. In addition, budget staff projects a 2.75% general wage increase (GWI) retroactive to January 1, 2017 for all union and non-union employees. The 2017 budget includes a 1.5% GWI because union contracts were yet to be negotiated.

The table below shows the combined impact of the general wage increase and the departments’ year-end estimates.

<table>
<thead>
<tr>
<th>Department</th>
<th>2017 Budget</th>
<th>Expected Year-End</th>
<th>Variance from Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Council</td>
<td>498,189</td>
<td>500,641</td>
<td>2,451</td>
</tr>
<tr>
<td>City Clerk</td>
<td>275,488</td>
<td>296,116</td>
<td>20,628</td>
</tr>
<tr>
<td>CMO</td>
<td>9,878,454</td>
<td>9,383,457</td>
<td>(494,997)</td>
</tr>
<tr>
<td>Law</td>
<td>854,050</td>
<td>806,520</td>
<td>(47,530)</td>
</tr>
<tr>
<td>Admin Services</td>
<td>9,700,879</td>
<td>9,585,051</td>
<td>(115,828)</td>
</tr>
<tr>
<td>Community Development</td>
<td>2,804,668</td>
<td>2,645,990</td>
<td>(158,678)</td>
</tr>
<tr>
<td>Police</td>
<td>38,223,842</td>
<td>38,864,691</td>
<td>640,849</td>
</tr>
<tr>
<td>Fire</td>
<td>24,294,001</td>
<td>24,515,301</td>
<td>221,300</td>
</tr>
<tr>
<td>Health</td>
<td>3,582,312</td>
<td>3,234,254</td>
<td>(348,058)</td>
</tr>
<tr>
<td>Parks and Rec</td>
<td>12,361,460</td>
<td>12,544,418</td>
<td>182,958</td>
</tr>
<tr>
<td>PWA</td>
<td>16,212,848</td>
<td>15,361,089</td>
<td>(851,759)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>118,686,191</strong></td>
<td><strong>117,737,528</strong></td>
<td><strong>(948,663)</strong></td>
</tr>
</tbody>
</table>

These changes yield expected general fund expenses of $117,737,528 for the end of 2017, which constitutes a savings of $948,663.

With the expected revenue shortfall and expense savings, staff expects to end 2017 with a General Fund deficit of $3,324,696.

<table>
<thead>
<tr>
<th>2017 General Fund Expected Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Expected Revenue</td>
</tr>
<tr>
<td>2017 Expected Expenses</td>
</tr>
<tr>
<td>2017 Expected Deficit</td>
</tr>
</tbody>
</table>

**Understanding the Revenue Shortfall**

*Building Permit Revenues*

Staff projects a shortfall in building permit revenues of $2,596,000. This revenue source was initially budgeted at $9,232,000 for 2017. Revised estimates from the Community Development Department, included in Attachment 1, show expected building permit revenues to reach $6,636,000 by the end of 2017.
Local Government Distributive Fund

Income tax revenue, budgeted at $7,800,000, is expected to see a shortfall of $790,000 by year-end. A portion of this shortfall ($400,000) is due to declining local income tax receipts based on revised state projections.

The remaining shortfall ($390,000) is due to the 10% reduction to the Local Government Distributive Fund (LGDF), a provision of the new State of Illinois budget. Although 14 cash payments will be received from this source in state fiscal year 2018, the City of Evanston records LGDF revenues in the month in which the revenue should have been received. Thus, there will still only be 12 months of revenue from this source, 6 months of which will be impacted by the 10% cut. A detailed analysis of this change is included as Attachment 2.

Sales Tax

Total sales tax revenue was budgeted at $17,555,974 for 2017. The expected shortfall of $780,000 is due to a state sales tax shortfall ($400,000) and home rule sales tax shortfall ($260,000). In addition, the State enacted a 2-percent administrative charge on home rule sales tax ($120,000) as part of their 2017 Budget.

Utility Tax

The expected $200,000 shortfall in utility tax revenue is due to the warm winter at the beginning of 2017. This shortfall is more than offset by an estimate savings of snow-related expenses of $700,000.

Revenue Changes for Council Consideration

In order to adjust for the projected shortfall, staff recommends that City Council consider the following revenue opportunities. All are presented for introduction to Council on July 24, 2017.

- A $10 increase to expired meter parking tickets, bringing total fine to $20.
- Changing the number of tickets to make a car “boot eligible” from 5 tickets to 3 (approved by Parking & Transportation Committee on June 28).
- A $15 increase to street sweeping tickets, bringing total fine to $50.

It is expected that any of these changes could become effective by September 1, 2017, increasing revenue by $205,000 by year-end. The table below shows this impact.

<table>
<thead>
<tr>
<th>Revenue increases</th>
<th>Effective 9-1-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10 Parking ticket increase</td>
<td>130,000</td>
</tr>
<tr>
<td>Boot regulation change</td>
<td>50,000</td>
</tr>
<tr>
<td>Street sweeping ticket increase</td>
<td>25,000</td>
</tr>
<tr>
<td>Total</td>
<td>205,000</td>
</tr>
</tbody>
</table>
Staff-Implemented Budget Savings

The following General Fund budget changes are also proposed for consideration:

- A 2.75% general wage increase (GWI) retroactive only to July 1, 2017 for all union and non-union employees (requiring further negotiations with IAFF and AFSCME) – anticipated savings of $752,000 from expected expenses.

- Reducing the transfer to the Capital Improvements Fund by $800,000 (budget of $1,732,000). This transfer was originally budgeted based on one-time building permit revenue. This reduction will not impact projects already in progress for 2017.

- Reducing the transfer to the Debt Service Fund by $400,000 (budget of $1,444,663).

- Reducing the transfer to the Fleet Services Fund by $300,000 (budget of $2,711,059). Fleet expenses are lower than budgeted due to savings on gasoline.

- Increase transfer from Parking Fund to General Fund by $500,000 (budget of $900,000).

- Add a transfer from General Assistance Fund to the General Fund of $150,000.

- Reducing the City Manager’s Contingency by $150,000 (budget of $200,000). Staff does not currently anticipate needing the full amount before the end of 2017.

- The Advanced Disposal settlement of $1.2 million dollars is deposited into the General Fund but is not budgeted in 2017. Of this amount, $200,000 is an expense to the General Fund as a transfer to the Capital Improvements Fund.

- Closing the 311 Center on Saturdays – anticipated savings of $20,000 for the remainder of the year.

- Reducing non-personnel costs by 1.5% from all departments – anticipated savings of $250,000, distributed as shown:
  
  - City Manager’s Office - $37,926
  - Law Department - $2,142
  - Administrative Services Department - $39,527
  - Community Development Department - $6,017
  - Police Department - $26,231
  - Fire Department - $26,527
  - Health Department – $8,717
  - Parks, Recreation, and Community Services - $43,736
  - Public Works Agency - $68,735

The impact of these proposed changes is shown in the chart below. Implementing all proposed expense cuts could yield a savings of in $2,472,000 in expenses and an additional $650,000 in revenue for 2017.
<table>
<thead>
<tr>
<th>Budget Savings</th>
<th>Expenses</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.75% GWI retro to 7/1/17</td>
<td>(752,000)</td>
<td></td>
</tr>
<tr>
<td>Capital transfer reduction</td>
<td>(800,000)</td>
<td></td>
</tr>
<tr>
<td>Debt service transfer reduction</td>
<td>(400,000)</td>
<td></td>
</tr>
<tr>
<td>Fleet service transfer reduction</td>
<td>(300,000)</td>
<td></td>
</tr>
<tr>
<td>Transfer from Parking Fund*</td>
<td></td>
<td>500,000</td>
</tr>
<tr>
<td>Transfer from General Assistance Fund*</td>
<td></td>
<td>150,000</td>
</tr>
<tr>
<td>City Manager Contingency</td>
<td>(150,000)</td>
<td></td>
</tr>
<tr>
<td>Advanced Disposal settlement</td>
<td>200,000</td>
<td></td>
</tr>
<tr>
<td>Close 311 on Saturdays (9/1/17)</td>
<td>(20,000)</td>
<td></td>
</tr>
<tr>
<td>1.5% of non-personnel</td>
<td>(250,000)</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>(2,472,000)</td>
<td>650,000</td>
</tr>
</tbody>
</table>

*Note: These transfers are an increase in revenue to the General Fund.

**New Net Impact**

The implementation of all proposed revenue and expense changes would bring the General Fund to balance by the end of 2017.

### With All Proposed Options

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Expected Revenue</td>
<td>114,412,832</td>
<td></td>
</tr>
<tr>
<td>Proposed Revenue Changes</td>
<td>205,000</td>
<td></td>
</tr>
<tr>
<td>Transfer Increases</td>
<td>650,000</td>
<td></td>
</tr>
<tr>
<td><strong>New 2017 Revenue</strong></td>
<td>115,267,832</td>
<td></td>
</tr>
<tr>
<td>2017 Expected Expenses</td>
<td>117,737,528</td>
<td></td>
</tr>
<tr>
<td>Proposed Expense Savings</td>
<td>(2,472,000)</td>
<td></td>
</tr>
<tr>
<td><strong>New 2017 Expenses</strong></td>
<td>115,265,528</td>
<td></td>
</tr>
<tr>
<td><strong>New 2017 Expected Surplus</strong></td>
<td></td>
<td>2,304</td>
</tr>
</tbody>
</table>

**Policy Changes**

Staff will implement the following policy changes through the end of 2017 in order to contain expenses and ensure equitable service delivery:

- All overtime will require Department Director approval. Directors will submit monthly overtime reports to the Administration and Public Works Committee.
- A freeze on hiring will be implemented immediately to the end of 2017, in order to realize vacancy savings. A list of vacancies to be held is included in Attachment 3.
- City Manager approval will be required for all training and travel expenses.
- City Manager approval will be required for all furniture, fixture, and equipment purchases.
2018 Budget Planning

Staff proposes the following recommendations in preparation for the 2018 budget process:

- Consider creation of a two-year budget through the end of 2019.
- City Manager review of management structure in all departments.
- In-depth review of City Manager’s Office, Administrative Services, and Law Departments for implementation in the 2018 budget.
- In-depth review of Police Department organizational structure in 2018 for implementation in the 2019 budget.
- Increase the number of opportunities for employee and citizen engagement as part of the participatory budget process. The approved 2018 Budget Calendar is included as Attachment 4.

As the City moves forward to implement these changes and prepare for the 2018 budget, staff will continue to collaborate with stakeholders and address the City Council’s strategic goals through an equity lens as shown in Attachment 5. Staff is confident that the General Fund can reach balance by year-end with the implementation of the proposed changes.

Attachments:
1. Building Permit Revenue Analysis
2. Local Government Distributive Fund Memo
3. Vacancy List
4. 2018 Budget Calendar
5. Equity Budget Worksheet
## Attachment 1: 2017 Building Permit Revenue Projections

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Estimated Work Valuation</th>
<th>Estimated Permit Revenue</th>
<th>To Date</th>
<th>Projected End of 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welsh Ryan - NU</td>
<td>$75,000,000</td>
<td>$1,500,000</td>
<td>$0</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Tech A&amp;B Wing Infill - NU</td>
<td>$72,000,000</td>
<td>$936,000</td>
<td>$0</td>
<td>$936,000</td>
</tr>
<tr>
<td>Jacobs Center - 2001 Sheridan</td>
<td>$75,000,000</td>
<td>$1,500,000</td>
<td>$0</td>
<td>$700,000</td>
</tr>
<tr>
<td>NU Various Projects</td>
<td>$50,000,000</td>
<td>$1,000,000</td>
<td>$521,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>1815 Ridge - PD</td>
<td></td>
<td>$556,000</td>
<td>Post - 2017 Start</td>
<td>Post - 2017 Start</td>
</tr>
<tr>
<td>824 Noyes - PD</td>
<td></td>
<td>$240,000</td>
<td>IHO Deferral</td>
<td>IHO Deferral</td>
</tr>
<tr>
<td>831 Emerson</td>
<td></td>
<td>$500,000</td>
<td>Post - 2017 Start</td>
<td>Post - 2017 Start</td>
</tr>
<tr>
<td>Baseline Revenue Expected</td>
<td></td>
<td>$3,000,000</td>
<td>$1,158,320</td>
<td>$2,500,000</td>
</tr>
<tr>
<td><strong>Total 2017 Permit Revenue Expected</strong></td>
<td></td>
<td><strong>$9,232,000</strong></td>
<td><strong>$1,679,320</strong></td>
<td><strong>$6,636,000</strong></td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor and Members of the City Council
From: Martin Lyons, Assistant City Manager/CFO
Subject: Local Government Distributive Fund
Date: July 24, 2017

Background:
At the July 10 City Council meeting, members of the City Council requested that staff prepare a summary of the changes made to the Local Government Distributive Fund (LGDF) by the new State of Illinois budget and the effect of these changes on the City’s revenue.

The new 2018 state budget will reduce the distribution of income tax revenues to municipalities through the LGDF. Currently, municipalities receive a 10% share of individual and corporate income tax receipts at the original tax rate of 3%. This distribution will be reduced to 9% of individual and corporate income tax receipts for state fiscal year 2018, which began July 1, 2017 and ends on June 30, 2018. This constitutes a 10% decrease in the revenue received by municipalities (10% to 9% of total receipts).

Additionally, these funds will be deposited directly into the LGDF rather than requiring the money to first pass through the General Revenue Fund. As a result, municipalities will receive two accelerated payments in August and September of 2018.

However, these accelerated payments will not increase the amount of revenue that is booked by the City of Evanston for 2017 or 2018. The City of Evanston will see a 10% decrease in revenue from LGDF distributions beginning in July 2017. This is due to the difference between when revenues are booked and when cash is actually received from LGDF distributions.

LGDF Payment Schedule
The table below shows when revenue is booked and when cash is received by month.
Revenue Booked versus Cash Received

The first column of the table shows the receipt date for LGDF distributions. This is the month in which the state receives the income tax revenues by which the LGDF distribution is determined.

The second column shows when each receipt is booked as revenue for the City of Evanston. The City records LGDF revenues in the month in which the revenue should have been received. Thus, the receipt date and revenue booked match.

Currently, LGDF cash payments are not received until two months after revenues have been booked. This is shown in the third column. For example, the revenue booked for January 2017 was not received in cash until March.

The fourth column shows the City of Evanston fiscal year, which matches the calendar year. Revenue booked aligns with the Evanston fiscal year for budget and audit purposes. The shaded area represents the City's 2017 fiscal year.

2018 State Budget Changes

The 10% cut to LGDF begins with the July 2017 distribution, the start of the 2018 state fiscal year. State fiscal year is shown in the fourth column of the table above.
The new distribution schedule is also shown. April 2017 receipts, which have not yet been paid, will be paid in July at the 100% level. May and July receipts will be paid in August, with May at the 100% level and July at the 90% level. June and August receipts will be paid in September, with June at the 100% level and August at the 90% level. The following chart uses estimated revenues to further demonstrate this change.

<table>
<thead>
<tr>
<th>Revenue Booked</th>
<th>Est. Amount</th>
<th>Cash Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan-17</td>
<td>600,000</td>
<td>Mar-17</td>
</tr>
<tr>
<td>Feb-17</td>
<td>600,000</td>
<td>Apr-17</td>
</tr>
<tr>
<td>Mar-17</td>
<td>600,000</td>
<td>May-17</td>
</tr>
<tr>
<td>Apr-17</td>
<td>600,000</td>
<td>Jul-17</td>
</tr>
<tr>
<td>May-17</td>
<td>600,000</td>
<td>Aug-17</td>
</tr>
<tr>
<td>Jun-17</td>
<td>600,000</td>
<td>Sep-17</td>
</tr>
<tr>
<td>Jul-17</td>
<td>540,000</td>
<td>Aug-17</td>
</tr>
<tr>
<td>Aug-17</td>
<td>540,000</td>
<td>Sep-17</td>
</tr>
<tr>
<td>Sep-17</td>
<td>540,000</td>
<td>Oct-17</td>
</tr>
<tr>
<td>Oct-17</td>
<td>540,000</td>
<td>Nov-17</td>
</tr>
<tr>
<td>Nov-17</td>
<td>540,000</td>
<td>Dec-17</td>
</tr>
<tr>
<td>Dec-17</td>
<td>540,000</td>
<td>Jan-18</td>
</tr>
<tr>
<td><strong>Est. Total 2017</strong></td>
<td><strong>6,840,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

In the City’s fiscal year 2016, actual LGDF revenue was $7,155,925. Average monthly revenue was approximately $600,000. We can assume similar monthly revenue for the first six months of 2017. The table below shows how the 10% cut beginning in July 2017 receipts would impact estimated monthly revenue to Evanston.

Due to the revised schedule of payments, the City will receive two cash payments in August and two cash payments in September. The total cash payment in each of these months will be about $1,140,000.

Beginning with the September 2017 receipts, cash will be received only one month after receipts. September 2017 receipt will be distributed as cash in October 2017, and so forth. All receipts that fall within the 2018 state fiscal year are at the 90% level.

**Impact on Fund Balance**
Fund balance is determined only by revenues booked, not by cash received. Because the acceleration of payments only affects the cash received, this does not impact the fund balance. In the City of Evanston’s 2017 fiscal year, 12 months of revenue will be received from LGDF. Six of these revenues (July 2017-August 2017) will be impacted by the 10% reduction. Overall, the City will see a decrease in revenue from LGDF during the City’s fiscal year 2017 and beyond.
Attachment 3: Current Vacancies

The City of Evanston currently has open positions across all departments. In an effort for cost savings, the City Manager will implement a hiring freeze through the end of 2017 in order to realize savings from these vacancies. These positions are listed below. While the General Fund is the primary concern, this list also includes positions that will be held vacant in other funds, which are noted next to the position name.

City Manager’s Office
Customer Service Representative
Senior Accountant
Economic Program Development Specialist
Administrative Adjudication Aide
Sustainability Specialist

Administrative Services
IT Technical Services Supervisor
Junior Mechanic (2 part-time, Fleet Services Fund)

Community Development
Electrical Inspector/Plan Reviewer – work completed by contractor SAFEbuilt

Police
Training Coordinator – position vacant for over a year

Fire
Firefighter/paramedic (2)

Health
No full-time vacancies

Parks and Recreation
Athletics Program Coordinator

Public Works Agency
Parks/Forestry Worker II
# City of Evanston

## 2018 Budget Calendar

<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, July 10, 2017</td>
<td>7PM*</td>
<td>Mid-Year 2017 Budget Review</td>
</tr>
<tr>
<td>Monday, July 24, 2017</td>
<td>7PM*</td>
<td>2017 end of year and 2018 baseline discussion</td>
</tr>
<tr>
<td>Wednesday, September 13, 2017</td>
<td>7PM - 9PM in G300</td>
<td>Multi-media Budget Outreach Event</td>
</tr>
<tr>
<td>Friday, October 6, 2017</td>
<td>5PM</td>
<td>Proposed 2018 Budget to City Council</td>
</tr>
<tr>
<td>Monday, October 16, 2017</td>
<td>7PM</td>
<td>2018 Budget Discussion</td>
</tr>
<tr>
<td>Monday, October 23, 2017</td>
<td>7PM*</td>
<td>2018 Budget Discussion</td>
</tr>
<tr>
<td>Saturday, October 28, 2017</td>
<td>9AM - 1PM</td>
<td>Special City Council meeting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Public Hearing-- Truth in Taxation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Public Hearing-- FY 2018 Proposed Budget</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Preliminary Tax Levy Estimate</td>
</tr>
<tr>
<td>Monday, November 6, 2017</td>
<td>7PM</td>
<td>2018 Budget Discussion (if needed)</td>
</tr>
<tr>
<td>Monday, November 27, 2017</td>
<td>7PM*</td>
<td>2018 Budget &amp; 2017 Tax Levy Adoption</td>
</tr>
</tbody>
</table>

*meeting times are approximate

All meetings are held in the James C. Lytle Council Chambers except for the Sept 20th outreach event (G300)

- Rosh Hashana is September 20-22
- Yom Kippur is September 29-30
- Columbus Day is October 9
- Thanksgiving is November 23
City of Evanston
Budget Impact Worksheet
Attachment 5

Budget issue: ________________________________________

Description: ____________________________________________________________________

Department: ___________________________ Contact: _______________________________

Budget Issue

1. What does your department define as the most important equitable community outcomes related to this budget item?

2. Which equity opportunity will this budget item impact?

   Community Development     Jobs     Access
   Affordable Housing         Health   Geographical area
   Environment              

3. Will there be impacts on

   A. Immigrant and Refugee access to services   B. Inclusive outreach and public engagement
   C. Contracting equity                       D. Workforce equity
   E. Racial equity

4. Will there be impacts on Wards? If so what is the racial/ethnic makeup of the ward?

5. Is this important? Why?

6. What do you know about existing inequities that this budget cut should take into consideration?

7. How will this budget issue increase or decrease equity?

8. How will you address the impacts?
CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, June 26th, 2017
7:00 pm

Present:

Alderman Fiske
Alderman Braithwaite
Alderman Wynne
Alderman Wilson
Alderman Rue Simmons

Alderman Suffredin
Alderman Revelle
Alderman Rainey
Alderman Fleming
(9)

Absent:

None (0)

Presiding: Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty thanks city of Evanston employees for the storm clean up effort. The civilian complaint board goes public June 28th, 2017. Constituents will be given 30 days to apply to be apart of the board. Mayor Hagerty acknowledges and awards the key to the city to Rotary International president John Germ.

City Manager’s Public Announcements

City Manager Bobkiewicz has Parks and Recreation director Lawrence Hemingway present the theme for Parks and Recreation month. The City Managers local government fellow Inez Sanchez gave an update on the Community Ambassador Program.

City Clerk’s Communications

No announcements

Public Comment

Casey Christensen  In support of ban on coal tar sealants.  Watch
Keith Kamechek  Ask that the Council to vote no on 46-O-17.  Watch
Juliane Dietrich  In support of ban on coal tar sealants.  Watch
Dr. Sarah Lovinger  In support of ban on coal tar sealants.  Watch
David Staab  In support of Harley Clarke recommendation.  Watch
Dick Peach  In support of Harley Clarke recommendation.  Watch
David Campbell  In support of Harley Clarke recommendation.  Watch
Madeline Gelis  In support of Harley Clarke recommendation.  Watch
Dave Kanter  Representing the Pavement Coatings Technology Council - opposes ban on coal tar sealants.  Watch
Jerry Hirsch  In support of ban on coal tar sealants.  Watch
Claire T. In support of Harley Clarke recommendation.  
Carl Klein In support of Harley Clarke recommendation.  
Bonnie Mcdonald In support of Harley Clarke recommendation.  
Junad Rizski In support of Harley Clarke recommendation.  
Anna Henry In support of Harley Clarke recommendation.  
Peter Keenan In support of Harley Clarke recommendation.  
Michael Raftery In support of Harley Clarke recommendation.  
Rodney Greene In support of Harley Clarke recommendation. Opposes changes of ordinance 87-O-17.  
Carlis B. Sutton In support of Harley Clarke recommendation.  
Manny Flores Representing the Sigma Chi Foundation opposes landmarking of 1726 Hinman.  
Kiera Kelly, Janet Kirby & Clare Kelly In support of Harley Clarke recommendation.  
Wendy Pollack In support of ban on coal tar sealants.  
Rob Mark Ask that the Council to vote no on 46-O-17.  
Jim Kollross In support of historic landmarking of 1726 Hinman location.  
Sheila Sullivan In support of Harley Clarke recommendation.  
Larry Lunde In support of Harley Clarke recommendation.  
Mary Rosinski In support of Harley Clarke recommendation.  
Linda Damesak In support of Harley Clarke recommendation.  
Lou Harms In support of Harley Clarke recommendation.  
Krista Grimm In support of ban on coal tar sealant.  
Liz Luby In support of Harley Clarke recommendation.  
Robert Dalrymple In support of Harley Clarke recommendation.  
Priscilla Giles In support of Harley Clarke recommendation.
Consent Agenda

Approval of Minutes of the Regular City Council Meeting of May 22, 2017 and June 12, 2017.  

Motion: Ald. Braithwaite

Payroll – May 29, 2017 through June 11, 2017

For Action
Approved on Consent Agenda (9-0)

Contract with Gim Electric Co. for Noyes Theater Lighting Replacement

Authorizes the City Manager to execute a contract for a Noyes Theater Stage Lighting Replacement (RFP 17-35) with Gim Electric Co., Inc. (4150 N. Milwaukee Avenue, Chicago, IL. 60641) in the amount of $129,500.00. Funding will be provided from Capital Improvements Fund 2017 GO Bonds (Account 415.40.4117.65515 – 617020). This project was not budgeted in FY 2017, but funding is available from the delay of the Church Street Harbor South Pier Reconstruction due to permit review issues. The Church Street Harbor project, which had a funding allocation of $370,000 in 2017 GO Bonds, is now proposed to be budgeted for 2018 construction.

For Action
Approved on Consent Agenda (9-0)

Approval of Payment to Ancel, Glink for Professional Services Rendered to the City Clerk’s Office During the 2017 Municipal Election
Approval of the purchase of professional services rendered during the 2017 municipal election from Ancel, Glink, Diamond, Bush, DiCanni & Krafthefer, P.C. (140 South Dearborn St., 6th Floor, Chicago, IL 60603) in the amount of $3,543.75. Funding will be from the City Clerk’s Legal Services Fund (Account 100.14.1400.62130). This item was removed from the June 10, 2017 bills list and continued to the June 26, 2017 City Council meeting for discussion and approval.

For Action
Approved on Consent Agenda (9-0)

Agreement Renewal with Sam Goss & Associates for Handyman Services

City Council authorizes the City Manager to execute the first one (1) year renewal of an optional two (2) one year renewals with Sam Goss & Associates (1727 Brummel, Evanston, IL) to provide handyman services for the Handyman Program. This agreement will cover the period of July 1, 2017 through June 31, 2018. Funding is provided from the Affordable Housing Fund (Account 250.21.5465.62490), with a remaining budget of $26,268.00 in FY 2017 for these services. It is anticipated that staff will need to return to the Housing, Homelessness & Human Relations Commission in first quarter of 2018 to request additional funding.

For Action
Approved on Consent Agenda (9-0)

Drinking Fountain Lead Sampling Results

City Council received a report on the results of the water samples taken from drinking fountains and analyzed for lead contamination from City Parks and provide direction to staff on next steps.

For Action
Approved on Consent Agenda (9-0)

Contract with Alfred Benesch & Company for 30” Downtown Transmission Main Engineering Services

Authorizes the City Manager to execute a contract for the 30” Downtown Transmission Feeder Main Engineering Services (RFP 17-06) with Alfred Benesch & Company (205 North Michigan Avenue, Suite 2400, Chicago, IL) in the amount of $305,890.54. Funding will be provided from Water Fund (Account 513.71.7330.62145 – 417006). This project was budgeted at $400,000 in FY 2017. Staff is proposing to apply for a loan from the Illinois Environmental Protection Agency. If the loan is received, most engineering costs would be considered eligible for reimbursement under the loan.
For Action
Approved on Consent Agenda (9-0)

Contract with Crawford, Murphy & Tilly for Emerson Street Wholesale Water Meter Engineering

Authorizes the City Manager to execute a contract for the Emerson Street Wholesale Water Meter Engineering Services (RFP 17-36) with Crawford, Murphy & Tilly (550 N. Commons Dr., Suite 116, Aurora, IL 60504) in the amount of $124,487.00. Funding for design will be provided from the Water Fund Reserves as a CIP project (Account 513.71.7330.62145 – 717017). This project was not budgeted for 2017, but funding is available from savings in water operations funding in Account 513.71.4225.62180.

For Action
Approved on Consent Agenda (9-0)

Change Order No. 3 for the Water Treatment Plant Reliability Improvements Project with CDM Smith

City Council authorize the City Manager to execute Change Order No. 3 for the Water Treatment Plant Reliability Improvements Project with CDM Smith (125 South Wacker Drive, Suite 600, Chicago, IL) in the amount of $82,403.00. This will increase the total contract amount from the current contract price of $445,434.00 to $527,837.00. There is no time extension associated with this change order. Funding for this Change Order will be from the Water Fund, Capital Improvement Account 513.71.7330.62145-717012, which has an FY2017 budget allocation of $260,000. This project is being funded by a low-interest loan from the Illinois Environmental Protection Agency. Eligible engineering fees will be funded by the loan.

For Action
Approved on Consent Agenda (9-0)

Approval of 2017 Pay Station Expenses to Total Parking Solutions

Staff recommends the City Council authorize expenditure to Total Parking Solutions, Inc., 2721 Curtiss Street, Downers Grove, IL 60201 to cover the fees associated with 22 parking meter terminals (pay stations) in the amount of $33,000 for the period May 16, 2017 through May 15, 2018. Funding provided by the Parking System Fund (Account 505.19.7015.62245), with a FY2017 budget of $55,740 and an available balance of $38,089.80.

For Action
Approved on Consent Agenda (9-0)

Purchase of Police & Administrative Services Vehicle from Currie Motors

City Council approval of the purchase of two (2) Ford SUVs. One (1) will be allocated for the Evanston Police Department Field Operations Division, and one (1) vehicle for the Administrative Services Department Facilities Maintenance Division. The replacement vehicles will be purchased from Currie Motors (9423 W. Lincoln Highway, Frankfort, IL 60423) in the amount of $55,188. Funding for the vehicles will be from the Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $55,188, which has a budget of $1,455,422. Budget remaining in this account after this purchase is $124,821. This expenditure represents 3.79% of this budgeted amount.

For Action
Approved on Consent Agenda (9-0)

Purchase of Trackless Modal MT7 Tractor from EJ Equipment Inc.

City Council approval for the purchase of one (1) tractor for the Public Works Agency from EJ Equipment Inc. (PO Box 655, 6949 N. 3000 E. Road, Manteno, IL 60950) in the amount of $156,193.25. The purchase will come out of the Equipment Replacement Fund (Account 601.19.7880.65550).

For Action
Approved on Consent Agenda (9-0)

Second Contract Extension with Community Counselling Services Co. LLC

City Council authorize the City Manager to execute a second contract extension of three months for the period of July through September 2017 for consulting services Community Counselling Services Co., LLC (CCS) located at 155 North Wacker, Suite 1790, Chicago, Illinois 60606 at a total cost of $97,500. Funding will be from the FY 2017 Capital Improvements Fund – Robert Crown Project (Account 415.40.4117.65515) with a budget of $1.5 million and a net balance of $809,000 prior to this expense.

For Action
Approved on Consent Agenda (9-0)

Resolution 56-R-17, Relating to Prevailing Wages for Public Works Projects

Adoption of Resolution 56-R-17 in order to comply with the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.
Resolution 60-R-17, Authorizing the City Manager to Execute Contract Amendment No. 2 to Supply and Sell Water to the Village of Skokie, Illinois

adoption of Resolution 60-R-17, authorizing the City Manager to execute Contract Amendment #2 to Supply and Sell Water to the Village of Skokie Illinois. This amendment would extend the term of the agreement by four months, until September 30, 2017, at a wholesale water rate of $1.07 per 1,000 gallons. Continued discussions with the Village of Skokie for a new contract agreement have yielded some movement in reaching an agreement. The additional extension proposed will allow staff to continue to explore the potential for a new agreement that is equitable for both parties.

Resolution 61-R-17, Authorizing the City Manager and City Staff to Evaluate Reorganization of Certain City Departments and Divisions and to Return to City Council for Related Code Amendments

Adoption of Resolution 61-R-17, authorizing the City Manager and City Staff to evaluate reorganization of certain City Departments and Divisions and to return to City Council for related Code amendments. The City Clerk and City Manager are considering ways to better align services to include transfer tax and passport processing services currently provided by the City Clerk’s office. Realignment will require legislative action amending the City Code through adoption of an ordinance. The City Manager and Staff will evaluate changes and return to Council within 60 days for subsequent legislative action.

Ordinance 14-O-17, Amending Evanston City Code Title 11, “Administrative Adjudication”

Adoption of Ordinance 14-O-17, amending Title 11, “Administrative Adjudication” of the Evanston City Code of 2012 to reflect the City’s organizational realignment and consolidation of the City’s Administrative Adjudication Division.
Ordinance 22-O-17, Amending City Code Section 3-4-2(C)(2), Liquor Control Regulations - Powers and Duties

Adoption of Ordinance 22-O-17 amending City Code Section 3-4-2(C)(2), “Powers and Duties” to limit the time when a law enforcement agency may enter a liquor licensee’s property.

For Introduction and Action
Approved on Consent Agenda (9-0)

Ordinance 50-O-17 Amending the City Code to Establish a 4-Way Stop Control at the Intersection of Woodbine Avenue and Jenks Street

Staff recommends City Council adoption of Ordinance 50-O-17 amending Section 10-11-5(D), Schedule V(D) of the City Code to establish a 4-Way Stop Control at the intersection of Woodbine Avenue and Jenks Street. The estimated cost to install two additional stop signs is $150.00. Funding will be through the General Fund-Traffic Control Supplies (Account 100.40.4520.65115), with a FY 2017 budget of $50,000, and a YTD balance of $20,266.17.

For Action
Approved on Consent Agenda (9-0)

Ordinance 51-O-17, Authorizing the Sale of a Surplus Fleet Vehicles Owned by the City of Evanston

Staff recommends that City Council adopt Ordinance 51-O-17, directing the City Manager to offer the sale of vehicles owned by the City through public auction at the special Northwest Municipal Vehicle Auction being sponsored by America's Auto Auctions on Tuesday, July 25, 2017 or any other subsequent America’s Online Auction as these vehicles become available, on a timely basis, as a result of new vehicle replacements being placed into service.

For Action
Approved on Consent Agenda (9-0)

Ordinance 7-O-17, Amending Portions of the City of Evanston Zoning Code Regulating Generators

Staff recommends that the Planning and Development Committee receive and file the revised Ordinance 7-O-17. No action is requested at this time. Staff will continue to work on this Ordinance to address the location and noise regulations associated with generators

For Action

Motion: Ald. Rainey
Referred to Committee on Planning and Development

Ordinance 56-O-17, Granting a Special Use for a Public Utility and Major Zoning Relief for a Fence (Wall) at 2506 Green Bay Rd.

The Zoning Board of Appeals and City staff recommend adoption of Ordinance 56-O-17 granting special use approval for a Public Utility for the replacement of existing ComEd equipment with “DC-in-a-box” utility equipment, and major zoning relief for 16’ and 20’-tall fences (concrete walls) for safety and thermal screening of the utility equipment, at 2506 Green Bay Rd. The applicant has complied with all other zoning requirements, and meets all of the standards for special use and major variation in the B1a Business District and the oCSC Central Street Overlay District.

For Introduction

Ordinance 57-O-17, Granting a Special Use for Commercial Indoor Recreation, Sharp Edge CrossFit, at 1324-1326 Dodge Ave.

The Zoning Board of Appeals and City staff recommend adoption of Ordinance 57-O-17 granting special use approval for Commercial Indoor Recreation, Sharp Edge CrossFit, at 1324-1326 Dodge Ave. in the I2 General Industrial District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district.

For Introduction and Action
Approved on Consent Agenda (9-0)

Ordinance 48-O-17 Amending City Code Section 8-14-2, “Definitions,” and City Code Section 8-14-6, “Penalty,” of Title 8, Chapter 14, “Drug Paraphernalia Control”

Administrative Adjudication Officer Sue Brunner recommends adoption of Ordinance 48-O-17 amending City Code Section 8-14-2, “Definitions,” and City Code Section 8-14-6, “Penalty,” imposing a two hundred dollar ($200.00) fine for violating Title 8, Chapter 14, “Drug Paraphernalia Control.”

For Action
Approved on Consent Agenda (9-0)

Special Order of Business
Proposed Agreement with Evanston Lakehouse & Gardens for Harley Clarke Mansion Operations

City Council authorizes the City Manager to negotiate a long-term lease agreement with Evanston Lakehouse & Gardens (819 Clinton Place, Evanston, 60201) to operate an environmental education center and meeting/event space at the Harley Clarke property. The recommendation includes continuing to reserve the $250,000 from the CIP budget allocated by the Council in September 2016 for improvements to the property (Project #616031).

For Action
Passed (7-2) Ald. Suffredin and Revelle vote No

Bills List – June 27, 2017 $ 4,714,121.83

Credit Card Activity – Period Ending April 30, 2017 $ 181,147.56

For Action
Passed (9-0)

Ordinance 46-O-17, Amending City Code Section 9-5-15, Regulating Small Unmanned Aircraft in the City of Evanston

City staff recommends City Council adoption of Ordinance 46-O-17, amending City Code Section 9-5-15, regulating small unmanned aircraft in the City of Evanston. Ordinance 46-O-17 addresses ongoing community concerns and provide an enforcement tool related to the operation of small unmanned aircraft, including drones.

For Action
Item taken off consent agenda & held until July 10 meeting.

Ordinance 47-O-17, Granting Landmark Status to Building and Lot of Record at 1726 Hinman Avenue

The Preservation Commission and City staff recommend adoption of Ordinance 47-O-17 designating 1726 Hinman Avenue as an Evanston Landmark. This Ordinance was continued from May 22, 2017 to the June 12, 2017 City Council meeting.

For Action
Item taken off consent agenda & tabled until August 14 meeting.
Passed Voice Vote (unanimous)
Ordinance 49-O-17, Amending City Code Title 7 by Adding Chapter 18, “Pavement Sealant Applicators”

Adoption of Ordinance 49-O-17, banning the use of coal tar pavement sealers in the City of Evanston.

For Introduction and Action
Item taken off consent agenda.
Passed (9-0)

Call of the Wards

Ward 1: No announcements

Ward 2: No announcements

Ward 3: Alderman Wynne will be holding office hours July 6, 2017 from 7AM to 10 AM at Brother’s K.

Ward 4: No announcements

Ward 5: Alderman Simmons acknowledges achievement of Rodney Pryor who was signed to the Brooklyn Nets. Reflects on Twiggs Park Junetenth celebration.

Ward 6: Alderman Suffredin thanks City of Evanston employees for the storm clean up effort. Alderman Suffredin informs sixth ward constituents of water main repairs on Grant street starting on July 3, 2017.

Ward 7: No announcements

Ward 8: Alderman Rainey comments on Fire Chief Sander Hicks’ funeral. Invites Evanston residents to attend the first committee meeting regarding the Howard street road completion at the Levy Center on August 3rd, 2017 at 7pm. Alderman Rainey congratulates the Parks and Recreation department for being a gold medal finalist. Alderman Rainey invites Evanston Constituents to attend Brummel park’s food and concert festival on July 18, 2017 at 5pm.

Ward 9: Alderman Fleming asks city manager Bobkiewicz to have a discussion on Evanston resident preferences when hiring city workers. Alderman Fleming ask to
examine ex-offender hiring process.

**Adjournment**

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned and the Council proceeded into Executive Session.
AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN BRAITHWAITE, CHAIR

II. APPROVAL OF MINUTES OF REGULAR MEETING OF JULY 10, 2017

III. ITEMS FOR CONSIDERATION


(A2) Bills List – July 25, 2017 $ 2,608,589.35
   Credit Card Activity – Period Ending May 31, 2017 $ 215,521.46

For Action

(A3.1) Sole Source Renewal of Annual Cisco SmartNet Software Support Contracts and Licenses from CDW
Staff recommends City Council authorize the sole source purchase of Cisco SmartNet networking licenses and software from CDW (120 S.Riverside, Chicago, IL 60606) in the amount of $54,445.68. This contract provides support for the City’s essential computer networking system and covers the period September 15, 2017 through September 15, 2018. CDW is the current State Bid Contract provider for these services as of July 2017. Funding is provided by the IT Division, Computer Licensing and Support Fund (Account 100.19.1932.62340), which has a total budget of $500,000 and a YTD balance of $324,915.46 before this transaction. This quote is a reduction from last year’s annual cost of $73,063.37.

For Action
(A3.2) Agreement Amendment for Northwestern Football Parking on the Evanston Wilmette Golf Course During Home Football Games

Staff recommends approval of the Evanston Wilmette Golf Course Association’s (EWGCA) request for amendment of the existing three year agreement (2016, 2017 and 2018 seasons) to continue to park cars on holes 1, 2, 11 and 12 of the golf course during Northwestern University home football games. This amendment is requesting approval to pilot tailgating on hole #12. Currently, only parking is allowed on hole #12. This pilot program would be evaluated at the end of the 2017 football season.

For Action

(A3.3) Change Order #1 to Water Treatment Plant Reliability Improvements Project with Thieneman Construction, Inc.

Staff recommends that City Council authorize the City Manager to execute Change Order No. 1 for the Water Treatment Plant Reliability Improvements Project with Thieneman Construction, Inc. (TCI) (17219 Foundation Parkway, Westfield, Indiana 46074) in the amount of $35,611.00. This will increase the total contract amount from the current contract price of $1,247,000.00 to $1,282,611.00. There is no time extension associated with this change order. The Illinois Environment Protection Agency (IEPA) has agreed to provide a loan from the State Revolving Fund in an amount up to $1,634,816.00 for engineering and construction of this project. This amount includes a contingency of 3% ($37,410.00) of the bid price of the project. With this funding, all eligible engineering and construction costs will be funded by a loan repaid over 20 years at 1.64% interest. IEPA loan funding for this work is being routed through the Water Fund, Capital Improvement (Account 513.71.7330.65515 – 733094). This project has an overall project allocation of $2,500,000 for both 2016 and 2017.

For Action

(A3.4) Contract with Schroeder & Schroeder, Inc. for 2017 Alley and Street Improvements

Staff recommends City Council authorize the City Manager to execute a contract for the 2017 Alley and Street Improvements Project (Bid No. 17-38) with Schroeder & Schroeder, Inc. (7306 Central Park, Skokie, IL 60076) in the amount of $1,301,882.10. This project consists of improvements to five alleys throughout the City, street resurfacing on Dewey Avenue from the cul-de-sac south of Simpson Street to the north end north of Payne Street, and installation of traffic calming speed humps on various streets and speed bumps in various alleys. Funding will be provided from the CIP Fund (various accounts), the Parking Fund (Account 505.19.7005.65515-416500), and the Sewer Fund (Account 515.40.4535.62461–417017). A detailed summary of the funding can be found on the corresponding transmittal memorandum. This project was budgeted at $1,576,000 for FY 2017. This project is $5,071.61 over budget for 2017 G.O. Bonds. The additional funding is available from savings from other projects.

For Action
(A3.5) Contract with Bulley & Andrews Concrete Restoration for 2017 Parking Garage Improvements
Staff recommends City Council authorize the City Manager to execute a contract for the 2017 Parking Garage Improvements (Bid No. 17-42) with Bulley & Andrews Concrete Restoration (1755 West Armitage Avenue, Chicago, Illinois 60622) in the amount of $237,354.00. Funding will be provided from the Parking Fund (Accounts 505.19.7005.65515-617011; 505.19.7005.65515-617012; & 505.19.7005.65515-617013) with a total budget for this project of $620,000.
For Action

(A3.6) Sidewalk Café for Furious Spoon at 1700 Maple Avenue
Staff recommends City Council approval of first-time application for a sidewalk café permit for Furious Spoon, a Type 1 restaurant located at 1700 Maple Avenue. The sidewalk café will consist of nine tables with four seats each for a seating capacity of 36, and will operate Sunday-Thursday 11:00 a.m.–1:00 a.m. and Friday-Saturday 11:00 a.m.–2:00 p.m.
For Action

(A3.7) Contract with Warren Langley for Design, Manufacture and Installation of Lighted Sculpture at the Green Bay, Emerson, Ridge Intersection
Staff recommends that Council authorizes the City Manager to enter into a contract with Warren Langley, Australian artist, (13/63 Crown Rd. Queenscliff, Sydney, NSW 2096) for RFP 17-01 to design, manufacture and install a lighted sculpture in the underpass of the Green Bay, Emerson, Ridge intersection in the amount of $88,897.50. This is funded from the CIP Neighborhood Public Art fund (Account 415.40.4116.65515-117004). The total 2017 funding allocation of $150,000 is allocated as follows: $75,000 from FY 2016 G.O. Bonds (carryover), and $75,000 from FY 2017 G.O. Bonds.
For Action

(A4) Resolution 65-R-17, Creating a Separate Fund entitled the “Robert Crown Community Center Maintenance Fund”
Staff and the Friends of Robert Crown 501(c)3 recommend the City Council adopt Resolution 65-R-17 enabling the creation of the Robert Crown Community Center (RCCC) Maintenance Fund in the FY 2019 Annual Budget. This fund will be used for specific long-term infrastructure maintenance items at both the RCCC and surrounding fields as identified below. Revenues to support the anticipated long term maintenance costs of the RCCC shall come from operating revenues of the new facility and from donations. These revenues will be reviewed not less than once every five years to determine if the proper funding has been set aside for the timely replacement of infrastructure.
For Action
(A5) **Resolution 66-R-17, Professional Services Agreement with James B. Moran Center for “2017 Certificate of Rehabilitation Program”**

Staff recommends that City Council adopt Resolution 66-R-17, authorizing the City manager to execute an agreement between the City of Evanston and the James B. Moran Center for Youth Advocacy (1123 Emerson, Suite 203 Evanston, IL 60201) to provide legal services for not less than 15 Evanston residents to secure Certificates of Rehabilitation, expungement and criminal records sealing, in an amount not to exceed $30,000. Funding for this agreement is budgeted in Parks, Recreation and Community Services, Youth and Young Adult Engagement Division (Account 100.30.3215.62490) which has a FY 2017 budget of $281,965.00 and a YTD balance of $237,412 before this project. Costs amount to approximately $2,000 per participant. The City of Evanston shall be financially responsible for the furtherance of the program. The James B. Moran Center would be responsible for handling the payment of direct and indirect costs for not less than 15.

**For Action**

(A6) **Resolution 64-R-17, Authorizing City Manager to Execute TIF Forgivable Construction Loan and Development Agreement with Harrington Brown LLC for Proposed Development at 100 and 128 Chicago Avenue**

Staff recommends City Council adoption of Resolution 64-R-17, considering Harrington Brown, LLC’s request for financial assistance totaling $1,959,946 from the Howard Ridge TIF and an additional $1 million from the Affordable Housing Fund for the development of a mixed use commercial/residential project at 130 Chicago Avenue. The Howard Ridge TIF will provide funding through the issuance of G.O. Bonds which will be abated by the tax increment produced by the development and by future Howard Ridge TIF revenues. The Affordable Housing Fund has a cash balance of $1,055,000, but only $590,000 after accounting for previous commitments. However, staff anticipates revenues of $375,000 in 2018 for an estimated balance of $965,248. Fees in lieu of payments from 831 Emerson and 1815 Ridge would occur at first temporary certificate of occupancy (TCO). This is not estimated to occur until 2019 at the earliest.

**For Action**

(A7) **Ordinance 67-O-17, Authorizing City Manager to Negotiate with Harrington Brown LLC for the Sale of City-Owned Real Property Located at 100 Chicago Avenue**

Staff recommends approval of Ordinance 67-O-17, “Authorizing the City Manager to Negotiate with Harrington Brown, LLC for the Sale of City-Owned Real Property Located at 100 Chicago Avenue, Evanston, Illinois.” The sale of City-owned real property is a two-step process; an ordinance must be adopted to authorize the City Manager to negotiate the sale of property followed by an ordinance at a later date that authorizes the City Manager to execute a sales contract that memorializes said negotiations. A two-thirds majority of City Council is required to adopt Ordinance 67-O-17. **Suspension of the Rules is requested for introduction and adoption by City Council on July 24, 2017.**

**For Introduction and Action**
(A8) Ordinance 73-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 17, Schedule XVII: Parking Violation Penalties
Staff recommends that the City Council adopt Ordinance 73-O-17, amending City Code Section 10-11-17, Schedule XVII, Parking Violation Penalties to increase the fine for an expired parking meter by ten dollars ($10) to twenty dollars ($20) effective September 1, 2017. The last time this fine was increased was January 22, 1976.
For Introduction

(A9) Ordinance 76-O-17, Amending Evanston City Code 10-11-17, “Parking Violation Penalties” to Increase the Fine for Street Cleaning Parking Violations by Fifteen Dollars to Fifty Dollars
Staff recommends that the City Council adopt Ordinance 76-O-17, amending portions of City Code Section 10-11-17, Schedule XVII, Parking Violation Penalties to increase the fine for street sweeping violations by fifteen ($15) to fifty dollars ($50) effective September 1, 2017.
For Introduction

(A10) Ordinance 69-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18: Residents Parking Only Districts
The Transportation/Parking Committee and staff recommends that the City Council adopt Ordinance 69-O-17, amending of City Code Section 10-11-18(H) adding: eligibility for residents on Lake Shore Boulevard, west side, from Greenleaf Street north to Hamilton Street and 1145 Sheridan Road.
For Introduction

(A11) Ordinance 70-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18: Residents Parking Only Districts
The Transportation/Parking Committee and staff recommends that the City Council adopt Ordinance 70-O-17, amending of City Code Section 10-11-18(G) adding Residents Parking Only on: Harrison Street, both sides, Hartrey Avenue to the alley east of Prairie Avenue; and Prairie Avenue, both sides; alley south of Central Street to Lincoln Street, to read 7:00 a.m. to 10:00 a.m., Monday through Saturday.
For Introduction

(A12) Ordinance 71-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18: Residents Parking Only Districts
The Transportation/Parking Committee and staff recommends that the City Council adopt Ordinance 71-O-17, amending of City Code Sections 10-11-18(G) by including eligibility for the district for: Residents addresses of 2542 – 2566 Prairie Avenue, 2002-B Central Street and 2002-C Central Street.
For Introduction
Ordinance 72-O-17, to Amend Title 11, Administrative Adjudication, Chapter 2, Parking & Compliance Violations, Section 11(B): Immobilization Program

The Transportation/Parking Committee and staff recommends that the City Council adopt Ordinance 72-O-17, amending Title 11, Administrative Adjudication, Chapter 2, Parking & Compliance Violations, Section 11(B): Immobilization Program to read: “When the registered owner of a vehicle has accumulated three (3) or more final determinations of parking and/or compliance violation liability.”

(For Introduction)

IV. ITEMS FOR DISCUSSION

(APW1) Municipal Solid Waste Franchise
Frank Hillegonds, Municipal Affairs Manager from Groot Industries, will discuss Groot’s efforts to identify and correct overflowing containers collected as part of the Municipal Solid Waste Franchise.

(For Discussion)

(APW2) Role of Residency in City Employment
Staff recommends that the City Council review, discuss and provide guidance in the role residency should have in City employment.

(For Discussion)

(APW3) Ex-Offender Hiring Policy
Staff recommends that the City Council review the current ex-offender hiring policy and provide direction.

(For Discussion)

V. COMMUNICATIONS

VI. ADJOURNMENT
Administration and Public Works Committee Meeting
Minutes of July 10, 2017
Lorraine H. Morton Civic Center

MEMBERS PRESENT: P. Braithwaite, A. Rainey, R. Simmons, T. Suffredin, C. Fleming


PRESIDING OFFICIAL: Ald. Braithwaite

I. DECLARATION OF A QUORUM: ALDERMAN BRAITHWAITE, CHAIR
A quorum being present, Ald. Braithwaite called the meeting to order at 6:25 p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF JUNE 26, 2017
Ald. Rue Simmons moved to accept the Minutes of June 26, 2017 A&PW meeting as submitted, seconded by Ald. Fleming.

The Minutes of the June 26, 2017 A&PW meeting were approved unanimously 5-0.

III. ITEMS FOR CONSIDERATION

(A2) Bills List – July 11, 2017 $ 4,296,958.87
   For Action
Ald. Fleming moved to recommend approval of the City of Evanston Payroll through June 25, 2017 in the amount of $3,013,726.81 and City of Evanston Bills through July 11, 2017 in the amount of $4,296,958.87, seconded by Ald. Rainey.

PUBLIC COMMENT
Junad Rizki discussed Service Center repairs from previous years, lack of handicap parking at the Service Center and water bills and shut offs.

Public Works agency Director Dave Stoneback explained that handicapped parking at Service Center is blocked off. There are currently no employees that need to access.
The Committee voted 5-0 to approve the payroll and bills.

(A3.1) Contracts with Water Resources, Inc. for Water Meter Replacement Program – Phase I and Water Meter and Accessories
Staff recommends that City Council authorize the City Manager to execute contracts for the Water Meter Replacement Program – Phase I as well as the Water Meter and Accessories (RFP No. 17-14) with Water Resources, Inc. (390 Sadler Avenue, Elgin, IL) in the amount of $1,153,500.15 and $61,705.00. Funding for the Water Meter Replacement Program – Phase I in the amount of $1,153,500.15 will be from the Water Fund, Capital Improvement Account 513.71.7330.65515-717003, which has a Fiscal Year 2017 budget of $1,220,000.00. Funding for the purchase of water meters and accessories in the amount of $61,705.00 will originate from the Water Fund Accounts 510.40.4208.65070 ($36,000); 510.40.4225.65080 ($10,000) and 510.40.4230.65702 ($20,000) totaling $66,000.00 budgeted for this project. The total FY 2017 budget in these accounts is $195,900.

For Action
Ald. Rainey moved to recommend City Council authorize the City Manager to execute contracts for the Water Meter Replacement Program – Phase I as well as the Water Meter and Accessories (RFP No. 17-14) with Water Resources, Inc. in the amount of $1,153,500.15 and $61,705.00, seconded by Ald. Rue Simmons.

The Committee voted unanimously 5-0 to approve the contracts.

(A3.2) Change Order No. 2 for the Agreement for Treated Water Storage Replacement Engineering Services to CDM Smith
Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 to the agreement for the Treated Water Storage Replacement Project Engineering Services to CDM Smith (125 South Wacker Drive, Suite 600, Chicago, IL) in the amount of $58,932.00. This will increase the total contract amount from the current contract price of $1,269,798.00 to $1,328,730.00. There is no time extension associated with this change order. Funding will be from the Water Fund, Capital Improvement Account 513.71.7330.62145 -733107, which has an FY 2017 budget allocation of $3,920,000. Staff is in the process of applying for a low-interest loan from the Illinois Environmental Protection Agency. The loan offer is only given after the design has been finalized and the contractor has been selected for construction. If the City is successful in obtaining the loan, eligible engineering fees will be funded by the loan.

For Action
Ald. Suffredin moved to recommend City Council authorize the City Manager to Change Order No. 2 to the agreement for the Treated Water Storage Replacement Project Engineering Services to CDM Smith in the amount of $58,932.00 increasing the total contract amount from the current contract price of $1,269,798.00 to $1,328,730.00, seconded by Ald. Rainey.

The Committee voted unanimously 5-0 to approve the change order.
(A3.3) **Contract with Garland/DBS, Inc. for Roof Repairs and Window Replacement at City Facilities**

Staff recommends City Council authorize the City Manager to execute a contract for Roof Repairs and Window Replacement at City Facilities to Garland/DBS, Inc. (3800 East 91st Street, Cleveland, OH) in the amount of $124,879. Funding will be provided from Capital Improvements Fund 2017 GO Bonds as follows: $80,000 for the Ecology Center – Roofing/Window/Masonry Repairs will be from Account 415.40.4117.65515 – 617004, with a budget of $80,000; and $44,879 for Roofing Repairs – Miscellaneous Facilities will be from Account 415.40.4117.65515 – 617018, with a budget of $50,000.

**For Action**

Ald. Rue Simmons moved to recommend City Council authorize the City Manager to execute a contract for Roof Repairs and Window Replacement at City Facilities to Garland/DBS, Inc. in the amount of $124,879, seconded by Ald. Rainey.

The Committee voted unanimously 5-0 to approve the contract.

(A3.4) **Contract with Nature’s Perspective Landscape, Inc. for Evanston Plaza Corner Plantings Landscape Maintenance**

Staff recommends City Council authorize the City Manager to execute a contract award for the 2017 Evanston Plaza Corner Plantings Landscape Maintenance and plant replacements to the low bidder, Nature’s Perspective Landscape, Inc. (2000 Greenleaf St., Evanston, IL) in the amount of $23,720.27. Funding for this project is included in the Greenways – Landscape Maintenance Services Fund (Account 100.40.4330.62195), which has a FY2017 budget of $142,000.00, and a YTD balance of $43,985.15.

**For Action**

Ald. Braithwaite moved to recommend City Council authorize the City Manager to execute a contract award for the 2017 Evanston Plaza Corner Plantings Landscape Maintenance and plant replacements to the low bidder, Nature’s Perspective Landscape, Inc. (2000 Greenleaf St., Evanston, IL) in the amount of $23,720.27, seconded by Ald. Rue Simmons.

At Ald. Fleming’s inquiry, Assistant City Manager Lyons explained that the corners and cul de sacs being maintained as part of this contract are City property and not related to any business districts.

City Manager Wally Bobkiewicz added that Ald. Braithwaite requested maintenance in 2017 budget approved by Council.

The Committee voted unanimously 5-0 to approve the contract.

(A3.5) **Sidewalk Café for Sam’s Chicken & Ribs**

Staff recommends City Council approval of first-time application for a sidewalk café permit for Sam’s Chicken & Ribs, a Type 1 restaurant located at 1639 Orrington Avenue. The sidewalk café will consist of four tables with two seats and four tables with four seats for a seating capacity of twenty-four, and will
operate daily 11:00 a.m. - 11:00 p.m.

For Action
Ald. Fleming moved to recommend City Council approval of first-time application for a sidewalk café permit for Sam’s Chicken & Ribs, a Type 1 restaurant located at 1639 Orrington Avenue, seconded by Ald. Rainey.

The Committee voted unanimously 5-0 to approve the application.

(A3.6) Single Source Agreement with Word Systems, Inc. for Digital Voice Logger Upgrade
Staff recommends that the City Council authorize the City Manager to execute the single source software and service proposal from the current vendor Word Systems, Inc. (9225 Harrison Park Court, Indianapolis, IN) in the amount of $23,689 to upgrade the existing NICE digital voice logger. Funding provided by Emergency Telephone System Fund – Furniture and Fixtures (Account 205.22.5150.65625) with a budget of $30,000 for this line item, a total account budget $55,000 with a YTD balance of $33,858.50.

For Action
Ald. Rainey moved to recommend City Council authorize the City Manager to execute the single source software and service proposal from the current vendor Word Systems, Inc. in the amount of $23,689 to upgrade the existing NICE digital voice logger, seconded by Ald. Rue Simmons.

The Committee voted unanimously 5-0 to approve the proposal.

(A3.7) Contract with BMO Harris for Purchasing Cards for City Employees
Staff recommends City Council authorize the City Manager to execute a contract with BMO Harris for Purchasing Cards. BMO Harris was the lowest responsible bidder to the Request for Proposal (RFP 16-76) for the City-wide P-Card program. Rebate amounts, replacement card delivery, and late fees were all evaluated during the RFP process; there were no annual fees or transaction fees to be compared. The P-Card program will have a net benefit to the City, rather than a cost, due to the rebate percentage received. All fees will be netted against this amount. The rebate provided by BMO Harris will be approximately $20,600 annually if the City spends $2 million annually.

For Action
Ald. Suffredin moved to recommend City Council authorize the City Manager to execute a contract with BMO Harris for Purchasing Cards for the City-wide P-Card program, seconded by Ald. Rue Simmons.

The Committee voted unanimously 5-0 to approve the contract.

(A3.8) Other Post Employment Benefits Report
Staff recommends City Council accept and place the December 31, 2016 Other Post Employment Benefits (OPEB) Report on file. As a part of the Annual Financial Report, the City is required to provide an evaluation of the total liability of all OPEB. The attached report from MWM Consulting Group provides a detailed analysis of the City’s total liability which is approximately $14.7 million as

For Action: Accept and Place on File

The Committee voted unanimously 5-0 to accept and place the report on file.

(A4) Resolution 58-R-17, Authorizing City Manager to Execute a Real Estate Contract for the Purchase of a Vacant Lot Located at 2005 Grey Avenue
Staff recommends City Council adopt Resolution 58-R-17, authorizing the City Manager to execute a sales contract to purchase the vacant residential lot at 2005 Grey Avenue for $42,500. This lot was identified as the site for the ETHS Geometry in Construction house to be constructed in school year 2017-2018. The City’s Affordable Housing Fund (AHF), (Account 250.21.5465.65535) is the proposed funding source. The adopted FY2017 budget includes $1,000,000 for affordable housing projects; to date, $326,502 has been committed to projects, leaving a balance of $673,498. The cash balance in the AHF is approximately $1.1 million.

For Action
Ald. Braithwaite moved to recommend City Council adopt Resolution 58-R-17, authorizing the City Manager to execute a sales contract to purchase the vacant residential lot at 2005 Grey Avenue for $42,500 identified as the site for the ETHS Geometry in Construction house to be constructed in school year 2017-2018, seconded by Ald. Fleming.

The Committee voted unanimously 5-0 to adopt the resolution.

(A5) Ordinance 58-O-17, Amending City Code 7-2-5-3 “Permit Fees,” to include Block Party Regulations
Staff recommends City Council adoption of Ordinance 58-O-17 by which City Council would amend City Code 7-2-5-3 “Permit Fees,” to include Block Party Regulations.

For Introduction
Ald. Fleming moved to recommend City Council adoption of Ordinance 58-O-17 by which City Council would amend City Code 7-2-5-3 “Permit Fees,” to include Block Party Regulations, seconded by Ald. Suffredin.

The Committee voted unanimously 5-0 to adopt the ordinance.

(A6) Ordinance 59-O-17, Decreasing the Number of Class H Liquor Licenses for Evanston Pan, LLC d/b/a Pita 1
Local Liquor Commissioner recommends City Council adoption of Ordinance 59-O-17, decreasing the number of authorized Class H liquor licenses for Evanston Pan, LLC d/b/a Pita 1 located at 926 Central Street. Pita 1 is closed and therefore not renewing its liquor license. Staff recommends suspension of the
rules for Introduction and Action at the July 10, 2017 City Council meeting.

For Introduction and Action
Ald. Rainey moved to recommend City Council suspend the rules and adopt Ordinance 59-O-17, decreasing the number of authorized Class H liquor licenses for Evanston Pan, LLC d/b/a Pita 1 located at 926 Central Street, seconded by Ald. Fleming.

The Committee voted unanimously 5-0 to suspend the rules and adopt the ordinance.

(A7) Ordinance 60-O-17, Decreasing the Number of Class D Liquor Licenses for The Noodle Shop Co – Colorado, Inc., d/b/a Noodle & Co
Local Liquor Commissioner recommends City Council adoption of Ordinance 60- O-17, decreasing the number of authorized Class D liquor licenses for The Noodle Shop Co – Colorado, Inc., d/b/a Noodle & Co located at 930 Church Street. Noodle & Co. is not renewing its liquor license. Staff recommends suspension of the rules for Introduction and Action at the July 10, 2017 City Council meeting.

For Introduction and Action
Ald. Suffredin moved to recommend City Council suspend the rules and adopt Ordinance 60 -O-17, decreasing the number of authorized Class D liquor licenses for The Noodle Shop Co – Colorado, Inc., d/b/a Noodle & Co located at 930 Church Street, seconded by Ald. Fleming.

The Committee voted unanimously 5-0 to suspend the rules and adopt the ordinance.

(A8) Ordinance 61-O-17, Increasing the Number of Class D Liquor Licenses for Furious Spoon Evanston Maple Ave., LLC, d/b/a Furious Spoon
Local Liquor Commissioner recommends City Council adoption of Ordinance 61- O-17, increasing the number of authorized Class D liquor licenses for Furious Spoon Evanston Maple Ave., LLC, d/b/a Furious Spoon located at 1700 Maple Street.

For Introduction
Ald. Rue Simmons moved to recommend City Council adoption of Ordinance 61-O-17, increasing the number of authorized Class D liquor licenses for Furious Spoon Evanston Maple Ave., LLC, d/b/a Furious Spoon located at 1700 Maple Street, seconded by Ald. Rainey.

The Committee voted unanimously 5-0 to adopt the ordinance.

(A9) Ordinance 62-O-17, Increasing the Number of Class K Liquor Licenses for Beer on Central, LLC dba Beer on Central
Local Liquor Commissioner recommends City Council adoption of Ordinance 62- O-17, increasing the number of authorized Class K liquor licenses for Beer on Central, LLC dba Beer on Central located at 1930 Central Street.

For Introduction
Ald. Braithwaite moved to recommend City Council adoption of Ordinance
62-O-17, increasing the number of authorized Class K liquor licenses for Beer on Central, LLC dba Beer on Central located at 1930 Central Street, seconded by Ald. Rainey.

The Committee voted unanimously 5-0 to adopt the ordinance.

(A10) Ordinance 63-O-17, Decreasing the Number of Class P-4 Liquor Licenses for North Shore Cider Company, LLC, dba North Shore Cider
Local Liquor Commissioner recommends City Council adoption of Ordinance 63-O-17, decreasing the number of authorized Class P-4 liquor licenses for North Shore Cider Company, LLC, dba North Shore Cider located at 707 Howard Street. Alderman Rainey has requested suspension of the rules for Introduction and Action at the July 10, 2017 City Council meeting.

For Introduction and Action
Ald. Fleming moved to recommend City Council suspend the rules and adopt Ordinance 63-O-17, decreasing the number of authorized Class P-4 liquor licenses for North Shore Cider Company, LLC, dba North Shore Cider located at 707 Howard Street, seconded by Ald. Rue Simmons.

The Committee voted unanimously 5-0 to suspend the rules and adopt the ordinance.

(A11) Ordinance 64-O-17, Increasing the Number of Class P-3 Liquor Licenses for North Shore Cider Company, LLC, dba North Shore Cider
Local Liquor Commissioner recommends City Council adoption of Ordinance 64-O-17, increasing the number of authorized Class P-3 liquor licenses for North Shore Cider Company, LLC, dba North Shore Cider located at 707 Howard Street. Alderman Rainey has requested suspension of the rules for Introduction and Action at the July 10, 2017 City Council meeting.

For Introduction and Action
Ald. Rainey moved to recommend City Council suspend the rules and adopt Ordinance 64-O-17, increasing the number of authorized Class P-3 liquor licenses for North Shore Cider Company, LLC, dba North Shore Cider located at 707 Howard Street, seconded by Ald. Fleming.

The Committee voted unanimously 5-0 to suspend the rules and adopt the ordinance.

IV. ITEMS FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT
Ald. Rainey motioned to adjourn, seconded by Ald. Suffredin. The meeting adjourned at 6:56pm.
Memorandum

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

From: Martin Lyons, Assistant City Manager/Chief Financial Officer
      Tera Davis, Accounts Payable Coordinator

Subject: City of Evanston Payroll and Bills

Date: July 19, 2017

Recommended Action:
Staff recommends approval of the City of Evanston Payroll and Bills List.

Summary:
Payroll – June 26, 2017 through July 9, 2017 $3,252,087.41
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – July 25, 2017 $2,608,589.35

General Fund Amount – Bills list $297,701.75

TOTAL AMOUNT OF BILLS LIST & PAYROLL $5,860,676.76

*Advanced checks are issued prior to submission of the Bills List to the City Council for emergency purposes, to avoid penalty, or to take advantage of early payment discounts.

Credit Card Activity – Period Ending May 31, 2017 $215,521.46

Attachments:
Bills List
May Credit Card Transactions
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### CITY OF EVANSTON

**BILLS LIST**

**PERIOD ENDING 07.25.2017**

#### 330 HOWARD-RIDGE TIF FUND

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#### 330 HOWARD-RIDGE TIF FUND Total

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#### 415 CAPITAL IMPROVEMENTS FUND

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#### 415 CAPITAL IMPROVEMENTS FUND Total

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#### 505 PARKING SYSTEM FUND

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#### 505 PARKING SYSTEM FUND Total

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#### 510 WATER FUND

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#### 510 WATER FUND Total

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107 of 471
4220 FILTRATION

METROPOLITAN WATER RECLAMATION DISTRICT
64240 MACHIFEST MONITORING DISTRICT
62465 ERFORD EATON ANALYTICAL
64540 VERIZON WIRELESS
65015 MOSAIC GLOBAL SALES, LLC
65015 AFFINITY CHEMICAL, LLC
65030 CARUS PHOSPHATES, INC.

#639 A/C REPAIRS
CINTAS #22
44,652.87
ALLTECH AUTO INC.
20,000.00
CINTAS CORPORATION #769
LAKE/COOK C.V.
JOINTS INC

GAS DEPOT INC.
MFMA MEETING REGISTRATION SEPTEMBER 2017
10.02
APC STORES, INC.
DBA BUMPER TO BUMPER
BODY REPAIRS TO EPD #22...RO#304
WEEKLY MAT SERVICE
188,003.72
ILLINOIS DEPT OF REVENUE
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
637,711.00
170.55
FLEET TELEMATICS - AUTOMATIC VEHICLE LOCATORS
88.74
HYDROFLUOROSILICIC ACID (PER SPEC)
1,466.57
24,569.11
GROVER WELDING COMPANY
MFMA MEETING REGISTRATION - AUGUST 2017
10.02
SPRAY PAINT FOR FUEL TANK COVERS
BUILDERS ASPHALT, LLC
7,000 GALLONS DIESEL
ALLTECH AUTO INC.
MOSAIC GLOBAL SALES, LLC
FLEET TELEMATICS - AUTOMATIC VEHICLE LOCATORS
36,200.08
HAVEY COMMUNICATIONS INC.
COMMUNICATION CHARGES
12,537.91
WEEKLY UNIFORM SERVICE
221.10
STANDARD EQUIPMENT COMPANY
75.57
ELIZABETH RHODES
170.55
65515
STANDARD EQUIPMENT COMPANY
#668 EXPANSION VALVE
3,700.00
TRUCK #265 BODY REPAIRS...RO#315
VERIZON WIRELESS
189.50
STANDARD EQUIPMENT COMPANY
58.00
MUNICIPAL FLEET MGRS ASSC C/O JACK GRAY
HAVEY COMMUNICATIONS INC.
CAMERA CABLES
217.65
HYDRAULIC PRESSURE SWITCH #667
SPRING ALIGN
278.89
FLEET TELEMATICS - AUTOMATIC VEHICLE LOCATORS
3,103.18
VERIZON WIRELESS
16,574.72
2017 WATER MAIN IMPROVEMENTS & STREET RESURFACING
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CARUS PHOSPHATES, INC.
11.10
21.33
1,666.08
20,000.00
REPAIRS TO SWEEPER #667
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EUROFINS EATON ANALYTICAL
COMMUNICATION CHARGES
VERIZON NETWORKFLEET, INC.
CERTIFIED LABORATORIES
COMMUNICATION CHARGES
181.65
36,000.03
*SALES TAX JUNE
464.56
20.04
3,700.00
132.03
5,751.61
162.89
VERIZON WIRELESS
16,574.72
2017 ANNUAL NPDES PERMIT
113.70
DESICCANT FILTER CARTRIDGES
273.72
50.00
#909 BRAKES
710.47
#41 BODY REPAIRS
2017 CONCRETE PURCHASE
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623.85
85.40
VERIZON WIRELESS
16,574.72
2017 CONDOMINIUM SOLID WASTE REMOVAL
2017 HOT MIX ASPHALT
STANDARD EQUIPMENT COMPANY
54.54
637,711.00
WATER DEP IMPR & EXTENSION FUND
7310 WATER FUND DEP, IMP, EXT
7330 WATER FUND DEP, IMP, EXT Total
637,711.00
MUNICIPAL FLEET MGRS ASSC C/O JACK GRAY
AFFINITY CHEMICAL, LLC
UTILITIES - NICOR
STANDARD EQUIPMENT COMPANY
58.00
WESTMONT AUTO PARTS
8,00 GALLONS UNLEADED GAS
VERIZON WIRELESS
10.02
REBUILD UNITROL LIGHTS/SIREN CONTROLLER
335.32
2017 ANNUAL NPDES PERMIT
20,000.00
510 WATER FUND Total
188,003.72
513 WATER DEP IMPR & EXTENSION FUND
7310 WATER FUND DEP, IMP, EXT
7330 WATER FUND DEP, IMP, EXT Total
637,711.00
515 SEWER FUND
4530 SEWER MAINTENANCE
64540 VERIZON WIRELESS
COMMUNICATION CHARGES
10.02
64540 VERIZON NETWORKFLEET, INC.
FLEET TELMATIC - AUTOMATIC VEHICLE LOCATORS
170.55
65051 OZINGA CHICAGO RMC, INC.
2017 CONCRETE PURCHASE
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65051 BUILDERS ASPHALT, LLC
2017 HOT MIX ASPHALT
54.54
4530 SEWER MAINTENANCE Total
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4531 SEWER OTHER OPERATIONS
2017 ANNUAL NPDES PERMIT
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515 SEWER FUND Total
24,569.11
520 SOLID WASTE FUND
4310 RECYCLING AND ENVIRONMENTAL MAIN
56155 ILLINOIS DEPT OF REVENUE
*SALES TAX JUNE
58.00
62390 LAKE SHORE RECYCLING SYSTEMS
2017 CONDOMINIUM SOLID WASTE REMOVAL
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64015 NICOR
UTILITIES - NICOR
132.03
64540 VERIZON WIRELESS
COMMUNICATION CHARGES
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4310 RECYCLING AND ENVIRONMENTAL MAIN Total
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520 SOLID WASTE FUND Total
36,200.08
600 FLEET SERVICES FUND
7705 GENERAL SUPPORT
62360 MUNICIPAL FLEET MGRS. ASSC C/O JACK GRAY
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62360 MUNICIPAL FLEET MGRS. ASSC C/O JACK GRAY
MFMA MEETING REGISTRATION OCTOBER 2017
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62360 MUNICIPAL FLEET MGRS. ASSC C/O JACK GRAY
MFMA MEETING REGISTRATION SEPTEMBER 2017
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COMMUNICATION CHARGES
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7710 MAJOR MAINTENANCE
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WEEKLY UNIFORM SERVICE
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62355 CINTAS #22
WEEKLY UNIFORMS
162.89
62355 CINTAS CORPORATION #769
WEEKLY MAT SERVICE
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FLEET TELMATIC - AUTOMATIC VEHICLE LOCATORS
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65035 GAS DEPOT INC.
7,000 GALLONS B-20 BIO-DIESEL FUEL
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65035 GAS DEPOT INC.
7,000 GALLONS DIESEL
12,716.48
65035 GAS DEPOT INC.
8,000 GALLONS UNLEADED GAS
14,783.44
65035 APC STORES, INC., DBA BUMPER TO BUMPER
SPRAY PAINT FOR FUEL TANK COVERS
21.33
65060 ALLTECH AUTO INC.
#1 BODY REPAIRS
1,466.57
65060 ALLTECH AUTO INC.
BODY REPAIRS TO EPD #22...#304
5,751.61
65060 ALLTECH AUTO INC.
TRUCK #265 BODY REPAIRS..#304#315
3,103.18
65060 ATLAS BOCART, INC
#859 A/C REPAIRS
335.32
65060 CERTIFIED LABORATORIES
CHEMICALS FOR SHOP
167.15
65060 CITY WELDING SALES & SERVICE INC.
WELDING GASES
88.74
65060 GROVER WELDING COMPANY
#719 BUCKET CONTROL BRACKET
464.56
65060 GROVER WELDING COMPANY
#719 FABRICATE Hook FOR GARAGE CAN
78.25
65060 HAVEY COMMUNICATIONS INC.
#40 NEW VEHICLE SET UP LIGHTS/SIRENS ECT
2,043.45
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REBUILD UNIROL LIGHTS/SIREN CONTROLLER
221.10
65060 LAKE/COOK C.V. JOINTS INC
REBUILD AXLE SHAFT
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65060 LEACH ENTERPRISES, INC.
DESCANT FILTER CARTRIDGES
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65060 SPRING ALIGN
#577 REAR SPRINGS REPLACED...
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#668 EXPANSION VALVE
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#668 RECEIVER/DRYER
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65060 STANDARD EQUIPMENT COMPANY
CAMERA CABLES
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HYDRAULIC PRESSURE SWITCH #667
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REPAIRS TO SWEEPER #667
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REPAIRS TO SWEEPER #668
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PREPARED BY ___________________________ DATE ___________________________

REVIEWED BY ___________________________ DATE ___________________________

APPROVED BY ___________________________ DATE ___________________________
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**Total for the Month:**

- Total Amount: 05/29/2017 - 112 of 471
null
For City Council meeting of July 24, 2017

Business of the City by Motion: Cisco SmartNet Support Renewal Contracts
For Action

Memorandum

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

From: Erika Storlie, Deputy City Manager/Administrative Services Director
      Luke Stowe, Chief Information Officer

Subject: Sole Source Renewal of Annual Cisco SmartNet Software Support Contracts and Licenses from CDW

Date: July 20, 2017

Recommended Action:
Staff recommends City Council authorize the sole source purchase of Cisco SmartNet networking licenses and software from CDW (120 S.Riverside, Chicago, IL 60606) in the amount of $54,445.68. This contract provides support for the City’s essential computer networking system and covers the period September 15, 2017 through September 15, 2018.

Funding Source:
CDW is the current State Bid Contract provider for these services as of July 2017. Funding is provided by the IT Division, Computer Licensing and Support Fund (Account 100.19.1932.62340), which has a total budget of $500,000 and a YTD balance of $324,915.46 before this transaction. This quote is a reduction from last year’s annual cost of $73,063.37.

Livability Benefits:
Innovation & Process: Support local government best practices and processes

Summary:
The SmartNet renewals cover support on several of the City’s most critical IT network components including our core network switches, enterprise firewalls, intrusion detection system/intrusion prevention system, voice gateway routers, VoIP phone system, access control system, 311 contact center, and wireless controller.

Attachment:
CDW Quote
**CDW Proprietary and Confidential**

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**Total:**

$67,755.00

$54,445.68

Customer is responsible to pay freight charges. Estimated or actual freight charges are not included in quotes (unless specifically stated). This quote excludes sales tax (unless specifically stated).

**Acceptance of Terms and Conditions of Sales and Services**

By ordering or accepting delivery of Products from Seller or by engaging Seller to perform or to procure Services on behalf of Customer, Customer thereby signifies its agreement with Seller: (i) The terms and conditions provided on this link apply: [http://www.cdw.com/content/terms-conditions/default.aspx](http://www.cdw.com/content/terms-conditions/default.aspx), except if there is an effective written agreement between the parties applicable to the Transaction, then the terms and conditions governing the Transaction are those contained in such effective written agreement; and (ii) that if Customer delivers or conveys to Seller by any means: (a) any additional terms or conditions; or (b) any terms or conditions that differ in any respect, material or otherwise, from those governing the Transaction, then such terms or conditions will be null and void unless accepted in a writing executed by the authorized signatories of both parties.
Memorandum

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

From: Lawrence C. Hemingway, Director, Parks, Recreation & Community Services

Subject: Amendment of the Agreement for Northwestern Football Parking on the Evanston Wilmette Golf Course During Home Football Games

Date: July 24, 2017

Recommended Action:
Staff recommends approval of the Evanston Wilmette Golf Course Association's (EWGCA) request for amendment of the existing three year agreement (2016, 2017 and 2018 seasons) to continue to park cars on holes 1, 2, 11 and 12 of the golf course during Northwestern University home football games. This amendment is requesting approval to pilot tailgating on hole #12. Currently, only parking is allowed on hole #12. This pilot program would be evaluated at the end of the 2017 football season.

Livability Benefit:
Education, Arts & Community: Promote a cohesive and connected community

Summary:
According to the Metropolitan Water Reclamation District (MWRD) lease agreement with the City, the EWGCA, a sub-lessee, must gain approval from City Council in order to use the lands in the agreement for any use other than its original purpose (including both the actual course and the main parking lot area).

The EWGCA has gained approval from City Council for Northwestern University to park cars on the golf course during their home football games, for the past eight years. This parking arrangement between EWGCA and Northwestern University is important for EWGCA as it provides the needed revenues to help maintain operations at golf course.

Northwestern University will offer parking at the golf course (holes 1, 2, 11, and 12) for their season ticket holders only. No single-game parking passes will be sold. The dates of the 2017 home games are: September 2 and 16; October 7, 21 and 28; and November 11 and 28. The parking lots would open four (4) hours prior to the start of the game and close two (2) hours after the end of the game.
Below is a summary of the major provisions that Northwestern University would be required to follow as part of this agreement:

1. Parking would be allowed at holes 1, 2, 11 and 12;
2. Tailgating will be allowed at holes 1, 2, 11 and 12;
3. Alcohol would be allowed during tailgating on holes 1, 2, 11 and 12 up to 4 hours before game time.
4. Insure that parking passes will be made available to season ticket holders only, whose addresses and identities are known, and who receive regular communication from NU Athletics. No single-game parking passes will be sold.
5. Provide season ticket holders with the parking and tailgating policies, which includes the rules about use of the golf lot and penalties for failure to comply.
6. Provide temporary lighting for all night games
7. Provide the required certificate of insurance and indemnification naming the necessary EWGCA, City of Evanston and MWRD parties as an additional insured.
8. Northwestern University will pay the EWGCA a minimum amount (TBD) for access to the golf course parking area for the home football games in the seasons. Additionally, any remaining funds generated each season from parking pass sales, less operational expenses incurred by the University, will be determined solely by the University and submitted to EWGCA no later than February 1 of the year following each season, but the amount of such remaining funds will be no less than (TBD) for each season.
9. A maximum of 200 parking passes will be made available for the season for holes 1, 2, 11 and 12 each.
10. Insure that parked cars vacate lots within an agreed time frame after each game (2 hours)
11. Northwestern University will be responsible for making repairs caused by parking on the golf course.
12. Provide access to the parking site four hours prior to the games on the agreed upon dates and will line the area for parking prior to game day.
13. Northwestern University will provide the following staffing and logistical elements for each date of the agreement:
   a. An appropriate number of security staffing
   b. Staffing to direct parking and control traffic flow before and after each game
   c. An appropriate number of trash, recycling receptacles and dumpsters in the lots
   d. Staffing for litter clean-up within a set timeframe following each game (2 hours)
   e. An appropriate number of portable restroom facilities in the lots and have them picked up within 24 hours after each home game
Below is a summary of the major provisions that EWGCA would be required to follow as part of this agreement:

1. The EWGCA will be responsible for obtaining an alcohol permit for alcohol being allowed during tailgating on holes 1, 2, 11 and 12.
2. The EWGCA will provide a certificate of insurance and indemnification to the City of Evanston.

Attachment:
Letter of Agreement
LETTER OF AGREEMENT

This Letter of Agreement (the “Agreement”) is made and entered into as of this ___ day of August, 2017 (the “Effective Date”) by and between THE EVANSTON WILMETTE GOLF COURSE ASSOCIATION (“Association”) and NORTHWESTERN UNIVERSITY on behalf of its Department of Athletics and Recreation (the “University”). The Association is an Illinois not-for-profit corporation having an address at 1030 Central Street, Evanston, IL 60201, operating a golf course at such place (“Golf Course”). The University is a higher educational institution having an address at 633 Clark Street, Evanston, IL 60208.

The Association and the University may be hereinafter referred to individually as a “Party” and collectively as the “Parties.”

Be it agreed:

1. The University is hereby granted access by the Association to defined areas of the golf course for the purpose of parking vehicles during University home football games for the 2016 through 2018 football seasons, as more fully described herein. The agreement that was concluded by the Parties with an effective date of September 1, 2015 and that governed the University and Association parking arrangement through the 2016 football season is hereby rescinded and is superseded by the terms set forth in this Agreement.

2. The defined areas, for which the aforementioned access is granted to the University for vehicle parking, are the Golf Course fairways and fairway rough areas, excluding greens and tee boxes, on:
   a. Golf Course hole #1
   b. Golf Course hole #2
   c. Golf Course hole #11
   d. Golf Course hole #12 and
   e. at the discretion of the Association, the Golf Course parking lot area (on the west side of the CTA tracks, north of Chandler Newbury and the American Legion building) as was done in prior years.

   (the areas defined above are hereinafter collectively referred to as “Golf Course Parking Area”)

3. Access will be granted for seven home football games on the following dates in 2017:
   - Saturday, September 2, 2017 Nevada
   - Saturday, September 16, 2017 Bowling Green
   - Saturday, October 7, 2017 Penn State
   - Saturday, October 21, 2017 Iowa
The University shall provide the Association with the dates of the home football games for the 2018 season as soon as these dates become available.

4. The University will provide parking passes for the Golf Course Parking Area to season ticket holders only, and specifically season ticket holders whose addresses and identities are known and who receive regular communication from NU Athletics. No single game parking passes may be sold by the University. The maximum number of 200 season parking passes will be made available for holes 1, 2, 11 and 12, each.

5. The University will be responsible for all costs for materials and labor to repair any damage to any area of the Golf Course. The Association will provide the materials and labor for any repairs and provide an invoice to the University on a monthly basis to be paid within 20 days of the following month. If there is extensive damage, the Association and University will confer and agree upon reasonable actions to remedy the situation.

6. The University will provide, at its expense, all staffing and logistical elements for each game date during the term of this Agreement. This obligation will include engaging an appropriate number of security staff to monitor tailgating and engaging personnel to direct traffic onto the Golf Course before and after each game and to provide for traffic flow onto local streets so that local residents are not disaffected. More specifically, the University shall engage qualified personnel to supervise ingress and egress onto the Golf Course Parking Area beginning at least four hours prior to each game and ending at least two hours after each game or until the last vehicle is removed from the Golf Course Parking Area.

7. The Association will provide the University with access to the sites for parking and restoration work, as needed. The University shall line the area for parking prior to game day and will supervise all vehicles and pedestrians entering and exiting the Golf Course. The University must ensure that vehicles do not enter the designated Golf Course Parking Area more than four hours prior to each game and that these vehicles leave within two hours after the end of each game. The University recognizes and acknowledges that the City of Evanston has the power and authority to restrict or even prohibit the tailgating activities and consumption of alcohol on the Golf Course, and that the Association provides no assurance that such activities and alcohol consumption will be permitted on any given game day. Northwestern University Athletics will provide season ticket holders with the Parking and Tailgating Policies, which includes the rules about use of the golf lot and penalties for failure to comply. The Association and the University agree to abide by all applicable laws, rules and regulations of the City of Evanston, including but not limited to: alcoholic liquor sale, possession, consumption and serving.
8. The University will provide, at its expense, an appropriate number of trash and recycling receptacles throughout the Golf Course Parking Area and make arrangements for its staff to pick up all litter within two (2) hours following each game.

9. The University will provide, at its expense, adequate restroom facilities on the Golf Course, in locations to be agreed upon by the University and the Association, in order to accommodate the anticipated number of attendees. The restroom facilities on the 11th and 12th hole area will be removed within 24 hours after each game. All portable facilities will be removed from the Golf Course no later than December 1 of each year.

10. The University will provide, at its expense, lights for all late afternoon or night games. All lighting will be removed within 24 hours after each game.

11. The Association will make the Golf Course Parking Area available to the University for season pass holders on each game day regardless of weather conditions. In the event of extreme weather conditions as determined by the Association, the Parties will designate representatives to meet prior to the opening of the Golf Course to make a determination as to the desirability/feasibility of parking. The Association retains the final decision to allow vehicles to park on the Golf Course and Golf Course Parking Area.

12. The University will provide a certificate of insurance to the Association naming the Association, MWRD and the City of Evanston as additional insureds, and the University will indemnify and defend the Association, including its directors, officers, employees and agents, and the City of Evanston, including its City Manager, directors, employees and agents, against any liability related to this Agreement resulting solely from the University’s gross negligence or willful misconduct. + possible amount of coverage added hear per COE Legal

13. This Agreement will remain in effect from the Effective Date through the 2018 season, unless sooner terminated in accordance with its terms.

14. No later than September 7 of each year, the University shall pay the Association a minimum amount of $ TBD for access to the Golf Course Parking Area for the home football games in the seasons noted under item 4 above. The remaining funds generated each season from parking pass sales, less operational expenses incurred by the University, will be determined solely by the University and submitted to the Association no later than February 1 of the year following each season, but the amount of such remaining funds will be no less than $ TBD for each season.
IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

For Northwestern University
Name: __________________________
Signature: ______________________
Title: Senior VP for Business and Finance
Date: __________________________

For The Evanston Wilmette Golf Course Association
Name: Daniel P. Wikel
Signature: ______________________
Title: Treasurer
Date: __________________________
For City Council meeting of July 24, 2017

Item A3.3

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
Paul Moyano, P.E., PMP, Senior Project Manager

Subject: Water Treatment Plant Reliability Improvements
Construction (RFP 16-17)
Change Order No. 1 – Shorewell Repairs

Date: July 12, 2017

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute Change Order No. 1 for the Water Treatment Plant Reliability Improvements Project with Thieneman Construction, Inc. (TCI) (17219 Foundation Parkway, Westfield, Indiana 46074) in the amount of $35,611.00. This will increase the total contract amount from the current contract price of $1,247,000.00 to $1,282,611.00. There is no time extension associated with this change order.

Funding Source:
The Illinois Environment Protection Agency (IEPA) has agreed to provide a loan from the State Revolving Fund in an amount up to $1,634,816.00 for engineering and construction of this project. This amount includes a contingency of 3% ($37,410.00) of the bid price of the project. With this funding, all eligible engineering and construction costs will be funded by a loan repaid over 20 years at 1.64% interest.

IEPA loan funding for this work is being routed through the Water Fund, Capital Improvement (Account 513.71.7330.65515 – 733094). This project has an overall project allocation of $2,500,000 funded in both 2016 and 2017.

Livability Benefits:
Built Environment: Manage Water Resources Responsibly.
Reduce Environmental Impact: Improve energy and water efficiency.
Health and Safety: Enhance resiliency to natural and human hazards.
Background:
The Water Treatment Plant Reliability Improvement Project is improving critical components of the plant, including the shore wells, chemical feed system, large diameter valves, conveyance ducts, site piping, electrical systems and instrumentation, resulting in a more dependable water supply for all Evanston Water Plant customers.

The City Council authorized the City Manager to execute an agreement for Engineering Services with CDM Smith for the subject project in the amount of $225,113 on June 22, 2015. Change Orders 1 and 2 were both authorized to modify the chemical treatment processes by relocating the feed points for phosphate (a pipe corrosion inhibitor used to maintain compliance with the Lead and Copper Rule). Change Order 1 was authorized on July 22, 2015 for $5,600, and Change Order 2 was authorized on May 9, 2016 for $13,955, bringing the total design fees to $244,668. Amendment 1 was authorized by the City Council on May 9, 2016 to include construction engineering services in the amount of $200,766, bringing the total contract amount to $445,434.

The City Council authorized the City Manager to execute the agreement for Construction of the project to Thieneman Construction for $1,247,000 on July 11, 2016. Notice to Proceed was issued on February 1, 2017 after the Loan was formally awarded by the IEPA.

Construction is currently 65% complete, with significant milestones successfully achieved including the installation of new filter valves, by-pass conduits, and a major valve vault. TCI is performing work well and meeting the overall schedule.

Analysis:
Rehabilitation at two of the City’s three shorewells is included in this project. The shorewells accept raw water from the intakes in Lake Michigan and feed the low lift pumps that send the water into the treatment process. The rehabilitation at the shorewells includes replacement of ladders and handrails for safe inspection of the structures, and repair to the concrete in areas where the structure has deteriorated. The work proposed in this change order expands the current scope of work to account for conditions that have changed since the original design. Specific items are detailed in the attached Proposed Change Orders (PCO), and summarized below.

1. **PCO#1 $4,550.00 - Additional Column:** The scope of work originally included rehabilitation of an existing concrete column in Shorewell #2. The condition of the column has continued to deteriorate since the original investigation, resulting in a significant reduction in strength. Rehabilitation of the column is still required to support equipment in the shorewell, but an additional steel column is now needed to reinforce the existing column. This item allows for the addition of the needed steel column.

2. **PCO#4 $26,861.00 - Handrails and Ladders:** Replacement of a ladder and handrail at the lowest level of each of the two shorewells that is normally submerged was not included in original design of the repairs. One handrail has since failed and the other items are severely deteriorated. This item allows for the replacement of these two handrails and two ladders to allow for future inspections of the structures to be carried out more safely.
3. **PCO#5 $4,200.00 - Additional Concrete Repair**: During the original design, it was anticipated that additional concrete repair may be identified during construction, so the initial bid included an alternate item to establish a unit cost and facilitate the adjustment of these quantities. This item authorizes the additional 11.5 square feet of concrete repair that has been identified in the shorewells.

Funding for this Change Order will be from the Water Fund, Account 513.71.7330.65515 – 733094. A summary of the funding for this overall project is shown on the table below.

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<tr>
<th>Item</th>
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**Legislative History:**
The City Council approved contract award for Engineering Services to CDM Smith on June 22, 2015.
The Acting City Manager approved Engineering Change Order No. 1 with CDM Smith on July 22, 2015.
The City Council approved Engineering Change Order No. 2 on May 9, 2016.
The City Council approved Engineering Amendment 1 on May 9, 2016.
The City Council approved Engineering Change Order No. 3 with CDM Smith on June 26, 2017.
Attachments:
Construction Change Order No. 1
Includes Proposed Change Orders 1, 4, and 5 from TCI
CITY OF EVANSTON
CHANGE ORDER

Order No. 001
Date: July 12, 2017
Agreement Date: October 28, 2016

PROJECT: Water Treatment Plant Reliability Improvements
OWNER: City of Evanston
CONTRACTOR: Thienenman Construction, Inc.

The following changes are hereby made to the AGREEMENT:


Change to CONTRACT PRICE:

Original CONTRACT PRICE: $1,247,000.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS $1,247,000.00
Total change in CONTRACT PRICE for this CHANGE ORDER 001 $35,611.00
The CONTRACT PRICE including this CHANGE ORDER will be $1,282,611.00

Original COMPLETION DATE
Current COMPLETION DATE adjusted by previous CHANGE ORDERS October 29, 2017
Total Change in CONTRACT TIME for this CHANGE ORDER None
The COMPLETION DATE including this CHANGE ORDER will be October 29, 2017

Accepted by
(Contractor):

Thienenman Construction, Inc.

Approved by
(Owner):

City of Evanston
Evanston WTP Reliability Improvements  
555 Lincoln Street  
Evanston, IL  60201

Project # 1612  
Tel: 219-947-4700  
Fax: 219-947-4711

Thieneman Construction, Inc.

Date: 5/30/2017

Transmitted To
Andrew Thompson
CDM Smith
125 South Wacker Drive
Suite 600
Chicago, IL  60606
Tel: 312-346-5000
Fax:

Transmitted By
Jaime Bertola
Thieneman Construction, Inc.
521 W. 84th Dr., Ste. A
Merrillville, IN  46410
Tel: 219-947-4700
Fax: 219-947-4711

Acknowledgement Required

Package Transmitted For

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Cc: Company Name  
Contact Name  
Copies  
Notes

Remarks

Signature  

Signed Date
5/30/17
May 26, 2017

Mr. Arsenis Hadjiagapiou
CDM Smith
125 S Wacker Dr. #700
Chicago, IL  60606

Subj:  Evanston WTP Reliability Improvements Project
       PCO #1 – Additional Shorewell #2 Column

Dear Mr. Hadjiagapiou:

After inspection of Shorewell #2 and discussions between TCI and CDM Smith, attached is pricing and a drawing of the propose column to support the existing roof due to the deteriorated concrete.

TCI will procure a galvanized column with base plates on top and bottom from our miscellaneous metals provider per the attached drawing. This column will be installed after American Concrete Restoration has patched the ceiling and prior to the column rehabilitation.

Please note that the additional work associated with American Concrete Restoration will be submitted at a later date. TCI is submitting the column cost alone to help expedite procurement of the column. TCI is asking for an additional four thousand four hundred and fifty dollars ($4,550.00) to procure and install the galvanized column.

Sincerely,

Josh Espich
Project Manager

Cc:  Paul Moyano, City of Evanston
     File

Att:  KD Johnson Proposal
       Column Fabrication Drawing
       Cost Detail
4" SCH 40 PIPE

11/16 HOLES

1/4" TYP

10' OVERALL

5/8" x 8" x 8" PLATE TYP

GALVANIZED STEEL FINISH
ZINC PLATED HARDWARE

11/16" HOLES

5/8" PLATE

1-1/2" TYP

1-1/2" TYP

Floor to Ceiling Height = 119"
Total Height of Column = 117"
Column fabricated shorter to allow for installation.

1/2" ADHESIVE ANCHORS WITH 4" EMBEDMENT
w/ washers and nuts on top and bottom (by TCI)

TCI to include leveling nuts to jack up column tight to ceiling after installation.
TCI to install NS grout under column base after install.

FOR APPROVAL
EVANSTON WTP - EVANSTON, IL

KD JOHNSON, INC.  847-837-1086
866 TOWER RD.
MUNDELEIN, IL 60060
K.D. JOHNSON, INC.
866 Tower Road
Mundelein, IL 60060

P: 847.837.1086
F: 847.837.1087
email: kdjohnson83@att.net

Structural/Miscellaneous Metals Fabricator

5/25/2017

QUOTE

EVANSTON WTP

-(1 PC) 4" SCH 40 PIPE COLUMN X 10' LONG – GALVANIZED FINISH
-ZINC PLATED HARDWARE

TOTAL COST: $1,500.00

THANK YOU FOR THE OPPORTUNITY!
KEN JOHNSON
K. D. JOHNSON, INC.
## PRICING SHEET

**NAME:** Evanston WTP Improvements Project  
**LOCATION:**  
**ARCH. OR CONTRACTOR:** CDM Smith  
**TYPE OF WORK:**  
**ESTIMATED BY:** Josh Espich  
**PRICED BY:** JME  
**EXTENDED BY:** JME  
**CHECKED BY:**  
**DATE:** 5/26/2017

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### LABOR

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Subtotal= $2,080.00  
Subtotal= $1,685.50  
Subtotal= $3,765.50

- Small Tools (3%) $112.97
- Bond (1%) $38.78
- Insurance (1%) $39.17

Subtotal $3,956.42  
OH and Profit (15%) $593.46  
**NET CHANGE** $4,549.89

### CHANGE ORDER REQUEST

$4,550.00

### ADDITIONAL CONTRACT TIME:

Notes:
Additional cost for concrete repair shall be determined and submitted at a later date.
Evanston WTP Reliability Improvements  
555 Lincoln Street  
Evanston, IL 60201

Project # 1612

Thieneman Construction, Inc.

Tel: 219-947-4700  
Fax: 219-947-4711

Date:  6/20/2017  
Reference Number: 0188

Transmitted To  
Arsenis Hadjiagapiou  
CDM Smith  
125 South Wacker Drive  
Suite 600  
Chicago, IL  60606  
Tel: 312-346-5000  
Fax: 312-346-5228

Transmitted By  
Jaime Bertola  
Thieneman Construction, Inc.  
521 W. 84th Dr., Ste. A  
Merrillville, IN  46410  
Tel: 219-947-4700  
Fax: 219-947-4711

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<td>supporting documentation and photos</td>
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Cc:  Company Name

Contact Name  
Copies  
Notes

Remarks

Signature  
Signed Date

Prolog Manager  
Printed on: 6/20/2017  
prolog_tcidb2014

Page 1

145 of 471
June 20, 2017

Mr. Arsenis Hadjiagapiou  
CDM Smith  
125 S Wacker Dr. #700  
Chicago, IL  60606  

Subj:  Evanston WTP Reliability Improvements Project  
PCO #4 – Additional Handrail and Ladders in Shore Well 2 & 3  

Dear Mr. Hadjiagapiou:

After inspection and field measuring the shore wells TCI offers the following proposal to replace in kind (2) ladders and radius handrail located in the bottom of each shore wells 2 & 3 (Elev. -40.50) with new 316 SST ladders and handrail.

There are two existing ladders that assist with crossing an existing wall – see attached pictures and radius handrail around an 8’ 0” diameter sump in the bottom of each shore well. Please note the new ladders will not be angled as currently shown and will be mounted vertically to the existing wall and extend up past the top of the wall for support as discussed during the field measure process.

TCI has included a crew of (2) to install with (1) laborer as a hole watch. TCI has included approximately 1 day for each shore well to complete this work. The total cost is twenty-six thousand eight hundred sixty-one dollars ($26,861.00) to complete this work.

Sincerely,

Josh Espich

Josh Espich  
Project Manager

Cc:  Paul Moyano, City of Evanston  
File

Att:  Cost Detail  
KD Johnson Pricing
### Additional Ladders and Radius Rail in Shorwell 2&3

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**BOR**

- Removal of Existing Handrail/Ladders and Installation of New

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**Total Costs**

- Subtotal: $5,320.00
- Subtotal: $16,910.50
- Subtotal: $22,230.50

- Small Tools (3%): $666.92
- Bond (1%): $228.97
- Insurance (1%): $231.26

**Net Change**

- Net Change: $26,861.30

**Change Order Request:**

**Additional Contract Time:**

---

147 of 471
QUOTE - REVISED

EVANSTON WTP

TO: THIENEMAN CONSTRUCTION

ATTENTION: JOSH ESPICH

FURNISH ONLY:

316 STAINLESS STEEL LADDER WITH WALK-THRU EXTENSION AND SLIP RESISTANT RUNGS
COST: $2,200 EACH

316 STAINLESS STEEL RADIUS RAIL
COST: $4,000.00 EACH

THANK YOU FOR THE OPPORTUNITY!
KEN JOHNSON
K. D. JOHNSON, INC.
Transmittal Cover Sheet

Evanston WTP Reliability Improvements
555 Lincoln Street
Evanston, IL 60201

Project # 1612
Tel: 219-947-4700  Fax: 219-947-4711

Thieneman Construction, Inc.

Date: 7/12/2017  Reference Number: 0193

Transmitted To
Arsenis Hadjiagapiou
CDM Smith
125 South Wacker Drive
Suite 600
Chicago, IL 60606
Tel: 312-346-5000
Fax: 312-346-5228

Transmitted By
Jaime Bertola
Thieneman Construction, Inc.
521W. 84th Dr., Ste. A
Merrillville, IN 46410
Tel: 219-947-4700
Fax: 219-947-4711

☐ Acknowledgement Required

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<td></td>
<td></td>
<td>Change</td>
<td>Ceiling Repair</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Cc: Company Name
Contact Name
Copies
Notes

Remarks

Signature

Signed Date

Prolog Manager  Printed on: 7/12/2017  prolog_tcidxb2014

Page 1

151 of 471
July 12, 2017

Mr. Arsenis Hadjiagapiou  
CDM Smith  
125 S Wacker Dr. #700  
Chicago, IL 60606

Subj: Evanston WTP Reliability Improvements Project  
PCO #5 – Shore Well 2 Ceiling Repair

Dear Mr. Hadjiagapiou:

After inspection of the shore wells prior to beginning the concrete repair and restoration, TCI was authorized to direct American Concrete Restoration to repair twelve square feet of deteriorating concrete and exposed rebar on the ceiling/beams in Shore Well 2 in conformance with Detail F on S-108.

Since this repair work was not originally included in the contract scope, the additional cost to complete this repair work is four thousand two hundred dollars ($4,200.00).

Sincerely,

Josh Espich

Josh Espich  
Project Manager

Cc: Paul Moyano, City of Evanston  
File

Att: Cost Detail
**PRICING SHEET**

**NAME:** Evanston WTP Improvements Project  
**ARCH. OR CONTRACTOR:** CDM Smith  
**LOCATION:**  
**TYPE OF WORK:** Ceiling Repair Work in Shorwell 2  
**ESTIMATED BY:** Josh Espich  
**PRICED BY:** JME  
**EXTENDED BY:** JME  
**CHECKED BY:**  
**DATE:** 7/12/2017

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUAN.</th>
<th>UNIT</th>
<th>LABOR / EQUIP</th>
<th>MATERIAL</th>
<th>SUB</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>UNITS</td>
<td>TOTAL</td>
<td>UNITS</td>
<td>TOTAL</td>
</tr>
</tbody>
</table>

**MATERIAL**

<table>
<thead>
<tr>
<th>LABOR</th>
</tr>
</thead>
</table>

**SUBCONTRACTOR**
American Concrete Restoration  
Ceiling Repair in Shorwell 2 per S108 - Detail F  
12 SF @ $350.00/SF  

<table>
<thead>
<tr>
<th>Subtotal=</th>
<th>Subtotal=</th>
<th>$4,200.00</th>
<th>$4,200.00</th>
</tr>
</thead>
</table>

Small Tools (3%)  
Bond (1%)  
Insurance (1%)  

Subtotal  

| $4,200.00 |

OH and Profit  

<table>
<thead>
<tr>
<th>NET CHANGE</th>
<th>$4,200.00</th>
</tr>
</thead>
</table>

**CHANGE ORDER REQUEST**  
$4,200.00

**ADDITIONAL CONTRACT TIME:**

**Notes:**
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 Alley and Street Improvements Project
(Bid No. 17-38)

Date: July 24, 2017

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract for the 2017 Alley and Street Improvements Project (Bid No. 17-38) with Schroeder & Schroeder, Inc. (7306 Central Park, Skokie, IL 60076) in the amount of $1,301,882.10.

Funding Source:
Funding will be provided from the CIP Fund (various accounts), from the Parking Fund (Account 505.19.7005.65515-416500), and from the Sewer Fund (Account 515.40.4535.62461–417017) in the amount of $1,301,882.10. This project was budgeted at $1,576,000 for FY 2017. A summary of the funding is as follows:

<table>
<thead>
<tr>
<th>Budget Description</th>
<th>Account#</th>
<th>Budgeted</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alley Paving – 2017 GO Bonds</td>
<td>415.40.4117.65515-417017</td>
<td>$250,000</td>
<td>$255,071.61</td>
</tr>
<tr>
<td>Alley Paving – Special Assessment Fund</td>
<td>415.40.4217.65515-417017</td>
<td>$250,000</td>
<td>$204,053.89</td>
</tr>
<tr>
<td>Alley Paving – PUD Funds</td>
<td>415.40.4217.65515-417017</td>
<td>$36,000</td>
<td>$36,000.00</td>
</tr>
<tr>
<td>CDBG Funding Dewey Avenue Resurfacing Alley Improvements</td>
<td>415.40.4217.65515-417005, 415.40.4217.65515-417017</td>
<td>$490,000</td>
<td>$465,975.70</td>
</tr>
<tr>
<td>Sewer Extension - Alley Improvements (Sewer Fund)</td>
<td>515.40.4535.62461-417017</td>
<td>$150,000</td>
<td>$61,310.00</td>
</tr>
<tr>
<td>Garnett Place (Parking Fund)</td>
<td>505.19.7005.65515-416500</td>
<td>$300,000</td>
<td>$222,270.90</td>
</tr>
<tr>
<td>Neighborhood Traffic Calming – 2017 GO Bonds</td>
<td>415.40.4117.65515-417018</td>
<td>$100,000</td>
<td>$57,200.00</td>
</tr>
</tbody>
</table>

Totals: $1,576,000  $1,301,882.10
This project is $5,071.61 over budget for 2017 GO Bonds. The additional funding is available from savings from other projects.

**Livability Benefits:**
Built Environment: Enhance public spaces; Manage water resources responsibly
Climate & Energy: Improve energy and water efficiency
Natural Systems: Create and maintain green infrastructure

**Background Information:**
This project consists of improvements to five alleys throughout the City, street resurfacing on Dewey Avenue from the cul-de-sac south of Simpson Street to the north end north of Payne Street, and installation of traffic calming speed humps on various streets and speed bumps in various alleys. The construction plans and specifications were completed by Capital Planning & Engineering Bureau staff.

The locations included in this project and their individual scopes of work are as follows:

1. **Special Assessment 1521 – Alley North of Brummel St, East of Grey Ave and Special Assessment 1522 – Alley North of Simpson, East of UP Railroad** – Improvements include paving with conventional concrete 9-inches thick, installation of storm sewers, and related garage apron restoration work. These unpaved alleys are being paved through the special assessment process which is administered by the City’s Board of Local Improvements.

2. **CDBG Alley North of Brummel St, East of Elmwood Ave** – Improvements include paving of a green alley with a conventional concrete outer edge and porous paver block center infiltration trench, limited storm sewer installation, and related garage apron restoration work. This unpaved alley improvement is being funded entirely by CDBG funds.

3. **PUD Alley North of Grove St, East of Chicago Ave** – Improvements include patching of the existing concrete alley and overlay with asphalt. This alley improvement is being funded by fees collected from the planned unit development (PUD) agreement related to the Hyatt House development at 1515 Chicago (Ord. 15-O-14) and with CIP GO bond funds.

4. **Garnett Place Alley Parking Lot** – Improvements include installation of storm sewers, concrete curbs and sidewalk, and asphalt paving to convert this 50 foot wide unpaved alley into a City parking lot to accommodate 32 leased parking spaces. This parking improvement is being funded by the Parking Fund.

5. **CDBG Dewey Avenue Street Resurfacing** – Improvements include minor sewer repairs, concrete curb and sidewalk ramp repairs as needed, existing asphalt milling/grinding, street base patching, and paving with two layers of new asphalt, and related restoration work. This street improvement is being funded entirely by CDBG funds.

6. **Traffic Calming Speed Humps and Alley Bumps** – Improvements include the installation of traffic calming speed humps and alley speed bumps at various locations throughout the City. This work is funded from 2017 GO Bonds designated for Neighborhood Traffic Calming.

This project is scheduled to begin in August 2017 and to be completed in November 2017.
Analysis:
This bid was advertised on Demandstar and in the Pioneer Press. Bids for the project were received and publicly read on July 11, 2017. Four contractors submitted bids for this project as follows.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Cement, Inc.</td>
<td>6231 N Pulaski Rd, Chicago, IL 60646</td>
</tr>
<tr>
<td>Copenhaver Construction, Inc.</td>
<td>75 Koppie Drive, Gilberts, IL 60136</td>
</tr>
<tr>
<td>Schroeder &amp; Schroeder, Inc.</td>
<td>7306 Central Park, Skokie, IL 60076</td>
</tr>
<tr>
<td>Sumit Construction, Inc.</td>
<td>4150 W. Wrightwood Ave, Chicago, IL 60639</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>Schroeder &amp; Schroeder, Inc.</td>
<td>$1,301,882.10</td>
</tr>
<tr>
<td>Copenhaver Construction, Inc.</td>
<td>$1,302,481.00</td>
</tr>
<tr>
<td>Capital Cement, Inc.</td>
<td>$1,331,534.88</td>
</tr>
<tr>
<td>Sumit Construction, Inc.</td>
<td>$1,349,967.50</td>
</tr>
</tbody>
</table>

Schroeder & Schroeder has completed various projects for the City with satisfactory results. Therefore, staff recommends that the contract be awarded to Schroeder & Schroeder for a total amount of $1,301,882.10.

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

Legislative History:
The City Council approved ordinances for SA 1521 & 1522 on April 24, 2017.
The City Council approved Ordinance 53-O-14 for the PUD at 1515 Chicago on April 23, 2014
The City Council approved the Garnett Place right of way parking lot on November 28, 2016

Attachments:
Bid Tabulation
Location Map
Memo on M/W/EBE Compliance, dated 07/24/2017
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earth Excavation</td>
<td>CU YD</td>
<td>254</td>
<td>$65.00</td>
<td>$16,510.00</td>
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<tr>
<td>Trench Backfill</td>
<td>CU YD</td>
<td>204</td>
<td>$68.00</td>
<td>$13,792.00</td>
</tr>
<tr>
<td>Base Granular Material, Type B</td>
<td>TON</td>
<td>40</td>
<td>$41.00</td>
<td>$1,640.00</td>
</tr>
<tr>
<td>Cradle Material, CA-11</td>
<td>TON</td>
<td>129</td>
<td>$3,870.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>Aggregate Base Course, Type B, 4&quot;</td>
<td>SQ YD</td>
<td>40</td>
<td>$90.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>Incidental Hot-Mix Asphalt Surfacing</td>
<td>TON</td>
<td>25</td>
<td>$225.00</td>
<td>$5,625.00</td>
</tr>
<tr>
<td>Portland Cement Concrete Pavement, 8&quot;</td>
<td>SQ YD</td>
<td>945</td>
<td>$70.00</td>
<td>$65,850.00</td>
</tr>
<tr>
<td>Storm Sewers, Special, 10&quot; (D. I. P. / CL 50)</td>
<td>FOOT</td>
<td>260</td>
<td>$132.00</td>
<td>$33,600.00</td>
</tr>
<tr>
<td>Storm Sewers, Special, 12&quot; (D. I. P. / CL 50)</td>
<td>FOOT</td>
<td>117</td>
<td>$110.00</td>
<td>$12,870.00</td>
</tr>
<tr>
<td>Catch Basin, Type A, 4' 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>Manhole, Type A, 4' U/A, Type 1 Frame, Open Lid/Closed Lid</td>
<td>EACH</td>
<td>3</td>
<td>$15,000.00</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>Inlet, Type A, Type 1 Frame, Open Lid</td>
<td>EACH</td>
<td>5</td>
<td>$9,000.00</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>High Capacity Inlet to be Adjusted</td>
<td>EACH</td>
<td>1</td>
<td>$800.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>Combination Concrete Curb and Gutter, Type B 6 1/2&quot;</td>
<td>FOOT</td>
<td>355</td>
<td>$30.00</td>
<td>$10,650.00</td>
</tr>
<tr>
<td>Pavement Removal</td>
<td>SQ YD</td>
<td>40</td>
<td>$29.00</td>
<td>$1,160.00</td>
</tr>
<tr>
<td>Driveway Pavement Removal</td>
<td>SQ YD</td>
<td>195</td>
<td>$25.00</td>
<td>$4,875.00</td>
</tr>
<tr>
<td>Combination Curb and Gutter Removal</td>
<td>FOOT</td>
<td>355</td>
<td>$8.00</td>
<td>$2,840.00</td>
</tr>
<tr>
<td>Sidewalk Removal</td>
<td>SQ FT</td>
<td>470</td>
<td>$2.50</td>
<td>$1,175.00</td>
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<tr>
<td>Portland Cement Concrete Driveway Pavement - 6&quot;</td>
<td>SQ YD</td>
<td>195</td>
<td>$65.00</td>
<td>$12,725.00</td>
</tr>
<tr>
<td>Portland Cement Concrete Sidewalk - 5&quot;</td>
<td>SQ FT</td>
<td>470</td>
<td>$8.00</td>
<td>$3,760.00</td>
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<tr>
<td>Protective Sealer</td>
<td>SQ YD</td>
<td>1,140</td>
<td>$2.00</td>
<td>$2,280.00</td>
</tr>
<tr>
<td>Crushed Stone, CA - 14&quot;</td>
<td>TON</td>
<td>20</td>
<td>$45.00</td>
<td>$900.00</td>
</tr>
<tr>
<td>Fertilizing and Placing Topsoil, 3&quot;</td>
<td>SQ YD</td>
<td>170</td>
<td>$8.00</td>
<td>$1,360.00</td>
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<tr>
<td>Grading and Cutoff</td>
<td>SQ YD</td>
<td>170</td>
<td>$12.00</td>
<td>$2,040.00</td>
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<tr>
<td>Class B Patch, Special P (HES)</td>
<td>EACH</td>
<td>5</td>
<td>$120.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>Detectable Warnings</td>
<td>SQ FT</td>
<td>20</td>
<td>$45.00</td>
<td>$900.00</td>
</tr>
<tr>
<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>Temporary Fence</td>
<td>FOOT</td>
<td>120</td>
<td>$3.00</td>
<td>$360.00</td>
</tr>
<tr>
<td>Construction Layout and Staking</td>
<td>LSUM</td>
<td>1</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Street Sweeping</td>
<td>EACH</td>
<td>5</td>
<td>$400.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Closed Circuit TV Inspection</td>
<td>LSUM</td>
<td>1</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Pre-Construction Surface Video Taping</td>
<td>LSUM</td>
<td>1</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Tree Removal (6 to 15 Inch Diameter)</td>
<td>UNIT</td>
<td>22</td>
<td>$50.00</td>
<td>$1,100.00</td>
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<tr>
<td>Tree Removal (Over 15 Inch Diameter)</td>
<td>UNIT</td>
<td>30</td>
<td>$90.00</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>Epoxy Pavement Marking Line-4&quot; Yellow</td>
<td>FOOT</td>
<td>120</td>
<td>$30.00</td>
<td>$3,600.00</td>
</tr>
</tbody>
</table>

**Sub-Total:** $282,605.00

**Summary:**
- Earth Excavation
- Trench Backfill
- Base Granular Material, Type B
- Cradle Material, CA-11
- Aggregate Base Course, Type B, 4"
## CITY OF EVANSTON
### TABULATION OF BIDS FOR 2017 ALLEY AND STREET IMPROVEMENTS PROJECT

**BID NO: 17-38**

**DATE:** July 11, 2017

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

**ATTENDED BY:** PA

### APPROVED ENGINEER’S ESTIMATE

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Total Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>7</strong> 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><strong>8</strong> 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><strong>9</strong> 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><strong>10</strong> BATCH BASE, TYPE A, 4&quot; DIA., TYPE 1 FRAME, OPEN LID</td>
<td>EACH</td>
<td>2</td>
<td>$4,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td><strong>11</strong> MANHOLE, TYPE A, 4&quot; DIA., 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><strong>12</strong> NLET, TYPE A, TYPE 1 FRAME, OPEN LID</td>
<td>EACH</td>
<td>4</td>
<td>$1,900.00</td>
<td>$7,600.00</td>
</tr>
<tr>
<td><strong>13</strong> CONCRETE CURB , TYPE B</td>
<td>FOOT</td>
<td>280</td>
<td>$8.00</td>
<td>$2,240.00</td>
</tr>
<tr>
<td><strong>14</strong> DRIVEWAY PAVEMENT REMOVAL</td>
<td>SQ YD</td>
<td>260</td>
<td>$2.00</td>
<td>$520.00</td>
</tr>
<tr>
<td><strong>15</strong> CURB REMOVAL</td>
<td>FOOT</td>
<td>280</td>
<td>$800.00</td>
<td>$23,040.00</td>
</tr>
<tr>
<td><strong>16</strong> SIDEWALK REMOVAL</td>
<td>SQ FT</td>
<td>260</td>
<td>$2.50</td>
<td>$650.00</td>
</tr>
<tr>
<td><strong>17</strong> PCC DRIVEWAY PAVEMENT - 6&quot;</td>
<td>SQ YD</td>
<td>230</td>
<td>$65.00</td>
<td>$15,050.00</td>
</tr>
<tr>
<td><strong>18</strong> PCC SIDEWALK - 6&quot;</td>
<td>SQ FT</td>
<td>260</td>
<td>$8.00</td>
<td>$2,080.00</td>
</tr>
<tr>
<td><strong>19</strong> PROTECTIVE SEALER</td>
<td>SQ YD</td>
<td>1,110</td>
<td>$2.00</td>
<td>$2,220.00</td>
</tr>
<tr>
<td><strong>20</strong> CRUSHED STONE, CA - 14</td>
<td>TON</td>
<td>20</td>
<td>$45.00</td>
<td>$900.00</td>
</tr>
<tr>
<td><strong>21</strong> 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><strong>22</strong> SODDING, SALT TOLERANT</td>
<td>SQ YD</td>
<td>130</td>
<td>$15.00</td>
<td>$1,950.00</td>
</tr>
<tr>
<td><strong>23</strong> 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><strong>24</strong> DETECTABLE WARNINGS</td>
<td>SQ FT</td>
<td>20</td>
<td>$45.00</td>
<td>$900.00</td>
</tr>
<tr>
<td><strong>25</strong> HOT-MIX ASPHALT SURFACE REMOVAL</td>
<td>SQ YD</td>
<td>40</td>
<td>$20.00</td>
<td>$800.00</td>
</tr>
<tr>
<td><strong>26</strong> TEMPORARY FENCE</td>
<td>FOOT</td>
<td>95</td>
<td>$5.00</td>
<td>$475.00</td>
</tr>
<tr>
<td><strong>27</strong> CONSTRUCTION LAYOUT AND STAKING</td>
<td>LSUM</td>
<td>1</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td><strong>28</strong> STREET SWEEPING</td>
<td>EACH</td>
<td>1</td>
<td>$400.00</td>
<td>$400.00</td>
</tr>
<tr>
<td><strong>29</strong> SOIL DISPOSAL ANALYSIS</td>
<td>LSUM</td>
<td>4</td>
<td>$3,000.00</td>
<td>$12,000.00</td>
</tr>
<tr>
<td><strong>30</strong> NON-SPECIAL WASTE DISPOSAL</td>
<td>CU YD</td>
<td>410</td>
<td>$27.00</td>
<td>$11,070.00</td>
</tr>
<tr>
<td><strong>31</strong> CLOSED CIRCUIT TV INSPECTION</td>
<td>LSUM</td>
<td>1</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td><strong>32</strong> PRE-CONSTRUCTION SURFACE VIDEO TAPINGS</td>
<td>LSUM</td>
<td>1</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
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| **35** DEBRIS ALLEY NORTH OF BRUMLING, EAST OF ELMWOOD

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**SUB-TOTAL: $248,307.00**

**SUB-TOTAL: $241,419.00**

**SUB-TOTAL: $248,312.00**

**SUB-TOTAL: $240,105.00**

**SUB-TOTAL: $240,567.00**
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PUD ALLEY NORTH OF GROVE, EAST OF CHICAGO

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GARNETT PLACE ALLEY PARKING LOT

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<td>655</td>
<td>$2.00</td>
<td>$1,310.00</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>THERMOPLASTIC PAVEMENT MARKING - LINE 12&quot;</td>
<td>FOOT</td>
<td>155</td>
<td>$4.00</td>
<td>$620.00</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>PREFORMED PLASTIC PAVEMENT MARKING - LINE 4&quot;</td>
<td>FOOT</td>
<td>190</td>
<td>$25.00</td>
<td>$4,750.00</td>
<td></td>
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<tr>
<td>32</td>
<td>STREET SWEEPING</td>
<td>FOOT</td>
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<td>$400.00</td>
<td>$1,200.00</td>
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<tr>
<td>33</td>
<td>CONSTRUCTION LAYOUT</td>
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<td>1</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
<td></td>
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<tr>
<td>34</td>
<td>PRE CONSTRUCTION SURFACE VIDEO TAPING</td>
<td>LSUM1</td>
<td>1</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
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**SUB-TOTAL:** $265,839.00
**SUB-TOTAL:** $222,270.90
**SUB-TOTAL:** $272,026.00
**SUB-TOTAL:** $235,866.45
**SUB-TOTAL:** $260,796.00

**TOTALS:**

- **SUB-TOTAL:** $222,270.90
- **SUB-TOTAL:** $235,866.45
- **SUB-TOTAL:** $260,796.00

Date: July 11, 2017
Time: 2:00 P.M.
Attendee: PA
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH</td>
<td>10</td>
<td>SQ YD</td>
<td>$75.00 $	imes 10 = $750.00</td>
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<tr>
<td>23</td>
<td>PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH</td>
<td>2,085</td>
<td>FT</td>
<td>$7.00 $	imes 2,085 = $14,595.00</td>
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<tr>
<td>24</td>
<td>DETECTABLE WARNINGS</td>
<td>160</td>
<td>GFT</td>
<td>$45.00 $	imes 160 = $7,200.00</td>
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<tr>
<td>25</td>
<td>HOT MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)</td>
<td>2,800</td>
<td>GFT</td>
<td>$60.00 $	imes 2,800 = $168,000.00</td>
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<tr>
<td>26</td>
<td>PAVEMENT REMOVAL</td>
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<td>SQ YD</td>
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<tr>
<td>27</td>
<td>DRIVEWAY PAVEMENT REMOVAL</td>
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<td>SQ YD</td>
<td>$18.00 $	imes 160 = $2,880.00</td>
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<td>28</td>
<td>CURB REMOVAL</td>
<td>1,805</td>
<td>FOOT</td>
<td>$6.00 $	imes 1,805 = $10,830.00</td>
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<tr>
<td>29</td>
<td>COMBINATION CURB AND GUTTER REMOVAL</td>
<td>83</td>
<td>FOOT</td>
<td>$8.00 $	imes 83 = $664.00</td>
</tr>
<tr>
<td>30</td>
<td>SIDEWALK REMOVAL</td>
<td>2,085</td>
<td>GFT</td>
<td>$4.00 $	imes 2,085 = $8,340.00</td>
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<tr>
<td>31</td>
<td>CLASS D PATCHES, SPECIAL, 9&quot;</td>
<td>120</td>
<td>SQ FT</td>
<td>$80.00 $	imes 120 = $9,600.00</td>
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<tr>
<td>32</td>
<td>STORM SEWERS 8&quot;, SPECIAL (DIP CL 52)</td>
<td>18</td>
<td>SQ YD</td>
<td>$150.00 $	imes 18 = $2,700.00</td>
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<td>33</td>
<td>COMBINED SEWERS 12&quot;, SPECIAL (DIP CC 50)</td>
<td>3</td>
<td>SQ YD</td>
<td>$180.00 $	imes 3 = $540.00</td>
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<tr>
<td>34</td>
<td>INLETS, TYPE A, 2&quot;Dia., TYPE 1 FRAME, OPEN LID (SPECIAL)</td>
<td>2</td>
<td>EACH</td>
<td>$500.00 $	imes 2 = $1,000.00</td>
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<tr>
<td>35</td>
<td>MANHOLES, TYPE A, 4&quot; DIAMETER, TYPE 1 FRAME, CLOSED LID</td>
<td>1</td>
<td>EACH</td>
<td>$4,500.00</td>
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<tr>
<td>36</td>
<td>MANHOLES TO BE REMOVED</td>
<td>1</td>
<td>EACH</td>
<td>$400.00</td>
</tr>
<tr>
<td>37</td>
<td>MANHOLES TO BE RECONSTRUCTED</td>
<td>1</td>
<td>EACH</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>38</td>
<td>ALINE BOXES TO BE ADJUSTED</td>
<td>1</td>
<td>EACH</td>
<td>$350.00</td>
</tr>
<tr>
<td>39</td>
<td>FRAMES AND GRATES TO BE ADJUSTED</td>
<td>8</td>
<td>EACH</td>
<td>$450.00 $	imes 8 = $3,600.00</td>
</tr>
<tr>
<td>40</td>
<td>FRAMES AND LIDS TO BE ADJUSTED</td>
<td>1</td>
<td>EACH</td>
<td>$550.00</td>
</tr>
<tr>
<td>41</td>
<td>FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)</td>
<td>4</td>
<td>EACH</td>
<td>$1,000.00 $4,000.00</td>
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<tr>
<td>42</td>
<td>FRAMES AND LIDS, OPEN LID (SPECIAL)</td>
<td>3</td>
<td>EACH</td>
<td>$500.00 $1,500.00</td>
</tr>
<tr>
<td>43</td>
<td>FRAMES AND LIDS, CLOSED LID (SPECIAL)</td>
<td>2</td>
<td>EACH</td>
<td>$500.00 $1,000.00</td>
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<tr>
<td>44</td>
<td>CONCRETE CURB, TYPE B (AEP Modified)</td>
<td>185</td>
<td>FOOT</td>
<td>$25.00 $	imes 185 = $4,625.00</td>
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<tr>
<td>45</td>
<td>COMP. CONC. CURB AND GUTTER, TYPE B-6.12 (AEP Modified)</td>
<td>1,505</td>
<td>FOOT</td>
<td>$25.00 $	imes 1,505 = $37,625.00</td>
</tr>
<tr>
<td>46</td>
<td>SHORT TERM PAVEMENT MARKING</td>
<td>150</td>
<td>FOOT</td>
<td>$150.00</td>
</tr>
<tr>
<td>47</td>
<td>THERMOPLASTIC PAVEMENT MARKING - LINE 6&quot;</td>
<td>130</td>
<td>FOOT</td>
<td>$45.00 $1,135.00</td>
</tr>
<tr>
<td>48</td>
<td>THERMOPLASTIC PAVEMENT MARKING - LINE 24&quot;</td>
<td>40</td>
<td>FOOT</td>
<td>$9.00 $360.00</td>
</tr>
<tr>
<td>49</td>
<td>STREET SPRINKLING</td>
<td>3</td>
<td>EACH</td>
<td>$500.00 $1,500.00</td>
</tr>
<tr>
<td>50</td>
<td>CONSTRUCTION LAYOUT</td>
<td>1</td>
<td>LSUM</td>
<td>$2,500.00 $3,250.00</td>
</tr>
<tr>
<td>51</td>
<td>LAWN SPRINKLER SYSTEM REPAIRS</td>
<td>110</td>
<td>SUB-TOTAL</td>
<td>$227,872.50</td>
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<tr>
<td>52</td>
<td>TRAFFIC CALMING SPEED HUMPS AND ALLEY BUMPS</td>
<td></td>
<td>SUB-TOTAL</td>
<td>$258,400.95</td>
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<tr>
<td>53</td>
<td>SPEED HUMPS (VARIOUS STREETS)</td>
<td>320</td>
<td>SQ YD</td>
<td>$75.00 $24,000.00</td>
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<tr>
<td>54</td>
<td>SPEED BUMPS (VARIOUS ALLEYS)</td>
<td>48</td>
<td>SQ YD</td>
<td>$25.00 $1,200.00</td>
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**TOTAL BID AMOUNT**

- **AS READ**: $1,301,882.10
- **AS TABULATED**: $1,301,841.00

**SUB-TOTAL**: $2,681,593.30

**SUB-TOTAL**: $2,682,400.80
2017 Alley and Street Improvements 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 Alley and Street Improvements Project, Bid 17-38  

Date: July 24, 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 Alley and Street Improvements Project, Bid 17-38, Schroeder & Schroeder’s total base bid is $1,301,882.10 and they will receive 33.2% credit for compliance towards the initial 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>
</table>
| Ozinga Ready Mix  
2500 Oakton  
Evanston, IL 60201 | Concrete | $125,872.22 | 9.6% | | | X |
| Galaxy Underground Inc.  
9233 Cherry Avenue  
Franklin Park, IL 60131 | Utilities | $307,708.00 | 23.6% | | X | |
| **Total M/W/EBE** | | **$433,580.22** | **33.2%** | | | |

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
       Stefanie Levine, Senior Project Manager
       Shane Cary, Architect/Project Manager

Subject: Approval of Contract for Parking Garage Improvements (Bid No. 17-42)

Date: July 24, 2017

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract for the 2017 Parking Garage Improvements (Bid No. 17-42) with Bulley & Andrews Concrete Restoration (1755 West Armitage Avenue, Chicago, Illinois 60622) in the amount of $237,354.00.

Funding Source:
Funding will be provided from the Parking Fund (Accounts 505.19.7005.65515-617011; 505.19.7005.65515-617012; & 505.19.7005.65515-617013) with a total budget for this project of $620,000.

Livability Benefits:
Built Environment: Enhance public spaces; Promote diverse transportation modes

Background Information:
The Maple Avenue Garage is a 6-level public parking garage located in downtown Evanston. It was originally constructed in 2000. The Sherman Avenue Garage is a 13-level public parking garage which was built as a part the Sherman Avenue Plaza Mixed-use Development. It was originally constructed in 2003.

The project has several components for the proposed work at the two garages.
1. Pavement markings need to be reapplied at the Maple Avenue Garage.
2. Traffic coating reapplication is needed in specific areas at both Maple Avenue Garage and Sherman Avenue Garage.
3. The Sherman Avenue Garage has a small area of deteriorated concrete that needs to be restored.
4. The elevator floors need new finishes.
5. Bid Alternate 1 - An alternate item was included in the bid documents to provide traffic coating on portions of the entry/exit ramps.

Work on this project is scheduled to be substantially complete by September 29, 2017.

Analysis:
The project was advertised for bid on June 15, 2017 in the Pioneer Press and using Demandstar. Bids for the project were received and publicly read on July 11, 2017. Four contractors submitted bids for this project as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
<th>Base Bid</th>
<th>Alternate 1 Bid</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulley &amp; Andrews Concrete Restoration</td>
<td>1755 W. Armitage Ave. Chicago, Illinois 60622</td>
<td>$214,448.00</td>
<td>$22,906.00</td>
<td>$237,354.00</td>
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<tr>
<td>JLJ Contracting, Inc.</td>
<td>2748 S. 21st Ave. Broadview, Illinois 60155</td>
<td>$226,595.00</td>
<td>$36,940.00</td>
<td>$263,535.00</td>
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<tr>
<td>Allied Waterproofing, Inc.</td>
<td>520 Executive Drive Suite A Willowbrook, Illinois 60527</td>
<td>$296,215.00</td>
<td>$24,400.00</td>
<td>$320,615.00</td>
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<tr>
<td>Reliable &amp; Associates Construction Company</td>
<td>4106 S. Emerald Ave. Chicago, Illinois 60609</td>
<td>$382,800.00</td>
<td>$50,800.00</td>
<td>$433,600.00</td>
</tr>
</tbody>
</table>

Staff recommends award of the base bid plus alternate 1 bid to Bulley & Andrews Concrete Restoration for a contract price of $237,354.00. The alternate item of coating the entrance/exit ramps is within the project budget and will extend the life of these concrete surfaces. Bulley & Andrews worked with the City previously on the Maple Avenue Garage, Sherman Avenue Garage and Church Street Garage in 2011, and staff has found their work to be satisfactory.

All bids received, including the bid by Bulley & Andrews, requested that the City waive the M/W/EBE program goals. A memo reviewing compliance with the City’s M/W/EBE program goals is attached.

Attachments:
Memo on M/W/EBE Compliance, dated 07/24/2017
Memorandum

To: David Stoneback, Public Works Agency Director
   Lara Biggs, P.E., Bureau Chief – Capital Planning /City Engineer
   Stefanie Levine, Senior Project Manager
   Shane Cary, Architect/Project Manager

From: Tammi Nunez, Purchasing Manager

Subject: Parking Garage Improvements, Bid 17-42

Date: July 24, 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 17-42, Parking Garage Improvements precludes subcontracting opportunities. Therefore, a waiver is granted.
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee (A&PW)

From: Johanna Leonard, Director of Community Development
      Gary Gerdes, Building & Inspection Services Division Manager

Subject: Furious Spoon – Sidewalk Cafe

Date: July 10, 2017

Recommended Action
Staff recommends City Council approval of first-time application for a sidewalk café permit for Furious Spoon, a Type 1 restaurant located at 1700 Maple Avenue.

Background
Furious Spoon is a Toyko-style ramen noodle restaurant featuring hip hop music and known for their house-made noodles. The sidewalk café will consist of nine tables with four seats each for a seating capacity of 36. The café will operate Sunday-Thursday 11:00 a.m.–1:00 a.m. and Friday-Saturday 11:00 a.m.–2:00 p.m.

Livability Benefits
Economy & Jobs: Use of public space to assist local business

Summary
The Community Development Department, along with Health, Public Works and Law, has reviewed the application and site layout and recommend approval of the sidewalk café permit.

Attachments
Sidewalk Café Application and Site Plan
Sidewalk Café Permit New & Renewal Application

SIDEWALK CAFÉ: A dining area located partially or wholly on a public sidewalk or parkway. (7-2-6(D)1.)

Submit to:
Community Development Department
Building & Inspection Services Division
Email: Permit@cityofevanston.org

Food Establishment: Furious Spoon
Address: 1700 Ash Ave.
Contact Name: Shia Thompson
Address, if different than Food Establishment:

Café Hours of Operation: Sun.-Thurs. 11am-1am Fri & Sat 11am-2am
Phone: 773-562-8444 Phone2
Email: Shina@chicagostreets.com

FEES (DO NOT INCLUDE PAYMENT WITH APPLICATION - YOU WILL BE EMAILED AN INVOICE)
• $200 for the permit (required)
• $200 for storage of tables, benches or chairs approved sidewalk café area on the city sidewalk (optional)
• $1 per square foot for the area of the public way occupied by the sidewalk café as determined by the City’s Engineering Department following assessment and approval of site plan.

THE FOLLOWING MUST BE INCLUDED WITH THIS APPLICATION
• Site plan – A new drawing is required if changes from the previous year are requested or a new sidewalk café application is being submitted
• Menu of proposed service
• Statement of Restaurant Use
• A certificate of insurance as described here and must include this statement: “The City of Evanston is named an additional insured pursuant to the City Code sections regulating sidewalk cafés, and all City staff regulations regarding sidewalk cafés.”
• The signed Release, Indemnification & Hold Harmless Agreement
• City of Evanston Liquor License (if applicable)

REQUIRED ADDITIONAL INFORMATION (Mark “Yes” or “No”)

Yes: Reusable dishware/flatware will be used for café customers.
No: Disposable dishware/flatware will be used for café customers.

Yes: Valet parking is offered.
No: Valet parking is not offered.

Yes: Storage of tables, benches or chairs will be on the city sidewalk. (Fee is $200.)
No: Storage of tables, benches or chairs will be within 1 block.

Yes: Liquor service will be available at the café. NOTE: NO SERVICE OR CONSUMPTION AT TYPE 2 RESTAURANTS. (Include a copy of your current Evanston liquor license.)
PLEASE READ - CITY CODE 7-2-6 RULES AND REGULATIONS FOR ALL SIDEWALK CAFES:

5.a. (1) Licensed type 1 restaurants, possessing an alcoholic liquor license of any classification and located within the "core area" as defined in section 3-5-1 of this code, may sell alcoholic liquor on sidewalk cafe premises. Such sale of alcoholic liquor shall be for consumption on the premises only with the consumption of a meal. This provision must be clearly stated on sidewalk cafe menus.

(2) Licensed restaurants, possessing an alcoholic liquor license of any classification, but located outside the "core area" as defined in section 3-5-1 of this code, unless otherwise permitted in subsection (D)5a(3) of this section, and all type 2 restaurants, are prohibited from serving alcoholic liquor on the sidewalk cafe premises or allowing any patron to consume or have in his or her possession, any alcoholic liquor on said cafe premises. Licensed restaurants outside the core area which serve alcoholic liquor in the principal establishment, unless otherwise permitted in subsection (D)5a(3) of this section, and type 2 restaurants which serve alcoholic liquor in the principal establishment must clearly state on the menu for outdoor service that the sale and/or consumption of alcoholic liquor is prohibited.

(3) Licensed type 1 restaurants, possessing an alcoholic beverage license of any classification, but located outside the "core area", may request a sidewalk cafe permit which allows the sale of alcoholic liquor on sidewalk cafe premises subject to the standards and procedures of subsection (D)5 of this section and in compliance with all other applicable provisions of this code.

b. At all times, including while being stored, prepared, displayed, served or transported to the table, food shall be protected from potential contamination by being covered and/or refrigerated if necessary.

c. Reusable, nondisposable flatware, dishware and beverage containers, are required for use in association with all sidewalk cafes. No food or beverage, including water, shall be served in, on, or with single use paper, plastic, or polystyrene plastic dishes or utensils, nor shall any food or beverage be served to the customer wrapped or packaged in foil, paper, plastic, or polystyrene plastic. The prohibition on the use of single use dishes, utensils, beverage containers or foil, paper, plastic, or plastic wrapping or packaging may be waived by the city council upon a showing of good cause. Such good cause includes, but is not limited to, provisions of table bus service, a litter control and disposal plan, or equivalents, sufficient to obviate any adverse off site effects of the grant of the waiver.

d. When associated with type 1 restaurants, food or beverages consumed at sidewalk tables, benches, or chairs must be served by a waiter or waitess of the restaurant at said tables, benches, or chairs. When associated with type 2 restaurants, bakeries, ice cream stores or any other licensed food service establishment or other licensed retail food store, a sidewalk cafe shall provide bus service during all hours of operation.

e. The operator of any licensed food service establishment or licensed retail food store must maintain the exterior of the premises, including the sidewalk cafe area, in accordance with applicable regulations of the Evanston health department and public works department. This duty to maintain extends to the removal of all litter, regardless of its source.

f. Sidewalk tables, benches, or chairs may not be attached by any means to the public sidewalk or any other public property.

g. Sidewalk tables, benches, or chairs may be stored on the city sidewalk, in an area approved by the city, upon the payment of a two hundred dollar ($200.00) fee.

h. A sidewalk cafe shall not be open for business when the interior aspect of the business is not open for business.
i. The outdoor seating area shall be accessible to the disabled, and the licensee shall at all times comply with all applicable federal, state, and city laws, ordinances, and regulations concerning accessibility and nondiscrimination in the providing of services.

j. No animals, except those assisting the disabled, shall be allowed in the outdoor restaurant seating area.

k. Alcohol will only be served at sidewalk cafes in conjunction with a full meal. The sidewalk cafe shall not function as a "bar", as that term is defined in section 3-5-1, the city's liquor control regulations, of this code.

l. Alcohol will not be served at sidewalk cafes after nine thirty o'clock (9:30) P.M. on weekdays and after ten thirty o'clock (10:30) P.M. on weekends.

m. Any violation of the city's liquor control regulations at the sidewalk cafe premises subjects the licensee to revocation of the liquor license for the entire licensed premises in accordance with the provisions of title 3, chapter 5 of this code. (Ord. 50-0-06)

n. Revocation or suspension of a sidewalk cafe permit by the city manager or his designee pursuant to subsection (D) of this section prohibits service of alcoholic liquor on the sidewalk cafe premises for the duration of the revocation or suspension. (Ord. 21-0-07)

ADDITIONAL RULES AND REGULATIONS FOR ALL SIDEWALK CAFES:

- Smoking will be prohibited at both the sidewalk cafe and interior of the restaurant in accordance with § 8-21 Clean Air Act – Smoking of the Evanston City Code and that wait staff and management will actively enforce this.

- A clear distance of a minimum of six (6) unobstructed feet in width, measured from the sidewalk curb and from any public improvements within the right of way, including, but not limited to, parking meters, signs, and planters to the rope or chains delimiting the sidewalk cafe area as indicated on the approved site drawing will be maintained.

- As per § 7-2-6(C)(3)(f), a Certificate of Insurance showing coverage through November 1 of the permit year must be submitted as part of the application. If coverage expires before November 1, a Certificate of Insurance must be submitted 30 days before the expiration date.

- No BYOB liquor service or consumption is allowed at the sidewalk cafe; the food establishment must have a valid liquor license.

- Outdoor amplified music is not allowed at the sidewalk cafe.

Please check appropriate box:
- I intend to set up the cafe area exactly as designated in the site plan approved for the previous year.
- I am submitting a revised site plan with this application for review.
- I am submitting a new site plan and new application for review.

My signature on this application indicates that the information submitted is accurate and that I understand and accept the responsibility to operate the sidewalk cafe in compliance with all the relevant City rules and regulations.

Name (please print)  Shari Thompson          Title/Position Owner

Signature Date 5/5/2017
STATEMENT OF RESTAURANT USE
(Sidewalk Café)

Name of Establishment: Furious Spoon
Address: 1730 Maple Ave.

(Check the definition that best describes your operation.)

X RESTAURANT, TYPE 1: An establishment in which the principal use is the service of prepared food and beverages for consumption on the premises. All service of prepared food and beverages for consumption on the premises shall require customers to order at a table, booth or dining counter with service by a waiter or waitress at said table, booth or dining counter and also shall require the use of reusable (non-disposable) flatware and dishware. Drive-through facilities are prohibited. (7-2-6(D))

__ RESTAURANT, TYPE 2: An establishment in which the principal use is the service of prepared food and/or beverages for consumption on and/or off the premises and that is not a "restaurant type 1" as defined in this section. This definition shall not include establishments wherein incidental prepared food and beverage service is accessory to a bakery, food establishment, convenience store, food store establishment, meat market, or similar principal use nor shall it include cafeterias that are accessory to hospitals, colleges, universities, schools or other similar principal uses. (7-2-6(D)) Type 2 Restaurants are required to post the enclosed LITTER COLLECTION PLAN on site. NOTE: NO LIQUOR SERVICE OR CONSUMPTION ALLOWED AT THE SIDEWALK CAFE.

__ ICE CREAM STORE: An establishment selling primarily ice cream, soda water, frozen yogurt and soft drinks.

__ BAKERY: An establishment for any process of mixing, compounding and baking any bread, biscuit, crackers, rolls, cakes, pies, or any food products of which flour or meal is the principal ingredient, for sale at retail or at wholesale.

__ OTHER FOOD SERVICE ESTABLISHMENT or RETAIL FOOD STORE

__ ENOTECA: a special type of local or regional wine shop

If you have questions or need assistance completing this document, contact the Planning & Zoning Division, zoning@cityofcutbank.org or call 847-448-4311.
RELEASE, INDEMNIFICATION & HOLD HARMLESS AGREEMENT
(Sidewalk Café)

WHEREAS, the undersigned desires to maintain a sidewalk café (e.g. an outdoor dining seating area) on a portion of the public sidewalk in the City of Evanston; and

WHEREAS, the City of Evanston may permit the undersigned to maintain such an area, provided that the City shall not thereby incur the risk of any liabilities to the undersigned, or to any third party or employee of the undersigned, by virtue of the presence or actions of the undersigned;

NOW, THEREFORE, the undersigned agrees to release, indemnify, defend and hold harmless the City of Evanston, its officers, employees and agents against any and all loss, liability, damage, claims, costs, attorney’s fees, and expenses which it may hereafter incur as a result of the undersigned’s operation of the sidewalk café/outdoor dining seating area. The undersigned shall at his or her own expense, appear, defend, and pay all attorney’s fees, and all costs and other expenses arising therefrom or incurred in connection with the undersigned’s operation of the sidewalk café/outdoor dining seating area. If any judgments shall be rendered against the City in any such action, the undersigned shall satisfy and discharge the same excluding only such claims, demands or losses, which result from the sole negligence of the City of Evanston or its officers, agents or employees.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND HOLD HARMLESS AGREEMENT, AND A CONTRACT BETWEEN THE CITY OF EVANSTON AND ME. AND I SIGN IT OF MY FREE WILL.

Signed at ______City, State______ this ____day of ______Month______, 2017

[Signature]

Name (Please Print) ______Shin Thompson______

Title ______Owner______

Address ______3238 N. Kimbark Ave, #9______

City, State, Zip ______Chicago, IL 60641______
DRAFT COCKTAILS

GUCCI BANDANA 11
hennessy vsop | combier | yuzu sparkling sake | lemon
citrussy | dry | patio crshl

DRAKE-IN’ 9 [MOCkTAIL 5]
bahiez mezcal | mango | yuzu | citrus
tropical | tangy | effervescent

SIGNATURE COCKTAILS

FURIOUS MARGARITA 9
libelula tequila | nori | habanero | citrus | lime togarashi
savory | spicy | refreshing
try it with bahiez mezcal 10

NUTHIN’ BUT A GIN THANG 9 [MOCkTAIL 5]
ford’s gin | hibiscus shrub | mint | lime
botanical | bright | acidic

DAT GOOD GREEN 9 [MOCkTAIL 5]
bahiez mezcal | ancho verde | cucumber | tomatillo | agave | basil | lime
smoky | vegetal | light

OL’ DIRTY FASHIONED 10
rebel yell bourbon | maple-shitake syrup | angostura bitters
boozzy | stirred | earthy

BBL CAIPIRINHA 9
kaffir lime | espirito cachaca | passionfruit | lime | sugar
breezy | boozzy | light

WORST BEHAVIOR 10
control pisco | fords gin | combier | matcha | citrus
talet | floral | citrus

SHAOLIN COLADA 10 [MOCkTAIL 5]
star de cana rum | sailor jerry spiced rum | creme de coca | lychee
honey | citrus | Peychaud’s bitters
playful | creamy | summer

MASK OFF 10
chamomile-citrus infused shochu | pearl vodka | cocchi vermouth di torino | campari
boozzy | bitter | floral

DRAFT BEER

KIRIN CHIBAN JAPANESE LAGER 6
SURLY FURIOUS IPA 7

CAN BEER
REVELATION SEASONAL 7
ORION JAPANESE LAGER 8.5
BUCKLEDOWN PAINTED TURTLE SESSION PALE ALE 7
PIPEWORKS IN J A VS UNICORN DOUBLE IPA 8
ASAHI JAPANESE RICE LAGER 7
MILLER HIGH LIFE 40 oz | 12
HAMM’S 1 WEDNESDAY ONLY

SAKE
OZEKI HANA FUGA YUZU SPARKLING 17 | 1250ML
OZEKI DRY 12 | 500ML
HAKATSURU HIGON 18.5 | 300ML
FRESH AND LIGHT 13 | 180ML
HAKATSURU DRAFT 12 | 180ML
CHOOSE YOUR RAMEN BOWL

VEGETABLE  7.95
veggie broth | miso | roasted garlic | cabbage | kikurage (mushrooms) | bean sprouts
recommended toppings: egg + fury sauce + fried tofu

SHOYU  10.95
tonkotsu broth | soy | chili udon listy | bean sprouts | nori | bonito flakes
recommended toppings: egg + mushrooms + fury sauce

CHICKEN SHIO  9.95
chicken broth | white pepper chicken | fresh corn | bonito flakes
recommended toppings: egg + roasted garlic + fury sauce

CITRUS CHICKEN SHIO  10.75
chicken broth | white pepper chicken | citrus marinated carrots
recommended toppings: fresh corn + roasted garlic + fury sauce

CHILI SHRIMP AND KIMCHI  13.85
shrimp broth | white shrimp | chili noodles | fresno chilies
recommended toppings: egg + bean sprouts + fury sauce

FURIOUS  12.85
tonkotsu broth | spicy miso | chili udon listy | white pepper chicken | poached egg | marinated mushrooms | garlic relish | fury sauce
recommended toppings: fresh corn

WANT TO MAKE YOUR RAMEN A LITTLE MORE FURIOUS?
★ substitute chili-infused noodles  1.50

RICE BOWLS
★ FURIOUS BEEF BOWL  11.75
spicy beef brisket | snow peas | eggplant

LOAD AHI TUNA POKÉ BOWL  12.75
cabbage | kikurage | roasted garlic | nori

ADD TOPPINGS
POACHED EGG  1.50
MARINATED MUSHROOMS  1.50
CABBAGE  1.25
BEAN SPROUTS  1.25
GARLIC RELISH  1.25
ROASTED GARLIC  1.25
KIMCHI  2
FRIED TOFU  1.75
CITRUS MARINATED CARROTS  1.25

KIKURAGE (MUSHROOMS)  1.50
FRESH CORN  1.50
NORI (SEAWEED)  1.00
CHASHU PORK BELLY  3.75
WHITE PEPPER CHICKEN  2.75
FURY SAUCE (APPLE CHILI)  0.75
FRESNO CHILIES  0.75
SPECIAL TOPPING MP*

HARUMAKI (VEG SPRING ROLL)  1.75 / PIECE
LIME TOGARASHI EDAMAME (SERVED HOT)  2.75
PICKLED VEGGIES  2.25
FURY SAUCE (APPLE CHILI)  0.75

PLAIN RICE BOWL  2.25
BEEF BRISKET RICE BOWL  4.75
AHÍ POKÉ TUNA RICE BOWL  6.50

@FURIOUSPOONCHI  FuriousRamen.com
Furious Spoon is a fast-casual Tokyo-style ramen shop. Michelin-star Chef Shin Thompson, with restaurateur Anshul Mangal opened this shop to pay respect to Chef Shin's grandfather, who owned a modest shop in Hokkaido, Japan in the 1960s. Furious Spoon features handmade noodles using a Japanese noodle maker and locations are known for playing loud hop hop music.

Why Furious Spoon?

We chose the name Furious Spoon to educate guests on the culturally proper way to eat ramen – “furiously.” In Tokyo, guests eat ramen at a rapid pace while it is very hot. The proper and polite way to eat ramen is to slurp the noodles furiously. This cools down the ramen as you eat it, and the speed ensures that the noodles and other ingredients do not overcook in the steaming hot broth. As you near the end, it is also tradition to pick up and sip the last of the broth directly from the bowl.

<table>
<thead>
<tr>
<th>REVOLUTION SEASONAL 7</th>
<th>ORION JAPANESE 7</th>
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<tbody>
<tr>
<td>RICKI BROWN PAINTED TURTLE SESSION PALE ALE 7</td>
<td>PIPEWORKS NINJA VS UNICORN DOUBLE IPA 8</td>
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<tr>
<td>ASAHI JAPANESE RICE LAGER 7</td>
<td>MILLER HIGH LIFE 40 oz 12</td>
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<tr>
<td>HAMMS 1 (WEDNESDAY ONLY)</td>
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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTICATE 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
Guy Viti Insurance
445 Sheridan Road
Highwood
IL 60040
INSURED
Furious Spoon Evanston Maple Ave LLC
1700 Maple Ave
Evanston
IL 60201

INSURER(S) AFFORDING COVERAGE
INSURER A: Society Insurance
NAIC #: 15261
INSURER B: Employers
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES
CERTIFICATE NUMBER: CL1733014990
REVISION NUMBER:

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<td>MED EXP (Any one person) $ 1,000,000</td>
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<td>AGGREGATE $</td>
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<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
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<td>EIG2195530 00</td>
<td>2/17/2017 2/17/2018</td>
<td>E.L. EACH ACCIDENT $ 1,000,000</td>
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</table>

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

Additional Insured with respect to sidewalk cafe pursuant to the City Code sections regulating sidewalk cafes and all city staff regulations regarding sidewalk cafes: City of Evanston

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
Sherrice Kindred/CFAN

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD
INS025 (01401)
Memorandum

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

From: Jennifer Lasik, Cultural Arts Coordinator

Subject: Award Contract for RFP 17-01 for Design, Manufacture and Installation of Lighted Sculpture at the Green Bay, Emerson, Ridge Intersection

Date: July 24, 2017

Recommended Action:
Staff recommends that Council authorizes the City Manager to enter into a contract with Warren Langley, Australian artist, (13/63 Crown Rd. Queenscliff, Sydney, NSW 2096) for RFP 17-01 to design, manufacture and install a lighted sculpture in the underpass of the Green Bay, Emerson, Ridge intersection in the amount of $88,897.50.

Funding Source:
This is funded from the CIP Neighborhood Public Art fund (Account 415.40.4116.65515-117004). The total 2017 funding allocation of $150,000 is allocated as follows: $75,000 from FY 2016 G.O. Bonds (carryover), and $75,000 from FY 2017 G.O. Bonds.

Livability Benefits:
Arts, Community and Education: Incorporate arts and cultural resources
Built Environment: Enhance public spaces, Promote diverse transportation modes

Summary:
In 2015, plans were made to make significant changes and improvements to the Green Bay, Ridge, Emerson intersection. Public Works initiated conversations with the Cultural Arts Coordinator to use the 1% for art money mixed with Public Art Funds for the creation of an interesting piece of artwork that would serve as a gateway for the Green Bay Corridor.

In 2016, the Evanston Arts Council voted to create an RFP to solicit proposals for the artwork. In the meantime, Public Works and Arts Council worked together to add electricity to the construction site and place the electrical in the center of the underpass triangle so that it could support a lighted sculpture.

In early 2017, the Arts Council put out RFP 17-01 and received three proposals for the project. Members of the Public Art Subcommittee reviewed the proposals that were received and determined that the concept and design proposal by artist Warren Langley
would add interest, color and texture to the site. The subcommittee was further impressed with the simplicity of Langley’s design which fit into their concerns about limiting driver distraction in a busy traffic area.

During the review and selection of Mr. Langley, the Cultural Arts Coordinator further worked with City staff to prep the intersection by removing the sculpture Penelope, which had previously stood at the southeast corner of Emerson and Ridge.

In June of 2017, the Evanston Arts Council voted unanimously to recommend that the City Council direct the City Manager to enter into a contract to work with Mr. Warren Langley on the design, production and installation of a lighted sculpture at the underpass of Green Bay, Emerson and Ridge Avenue.

Alternatives:
There were two other proposals for the artwork. One was rejected by the Arts Council on the basis that the design of glasswork was not appropriate for the site, and because the cost of the project was significantly beyond the resources available for the project. The second proposal included artwork that the public art subcommittee liked, but did not feel was appropriate for the site.

Attachments:
Request for proposal document
Evanston Art Council Minutes from June 13, 2017
PART A. NARRATIVE

ARTIST: WARREN LANGLEY
ADDRESS: 13/63 Crown Rd. Queenscliff, Sydney, NSW 2096. AUSTRALIA
EMAIL: wazzza@msn.com.au
TELEPHONE: +61 417 448 796

STATEMENT OF APPROACH / ARTIST’S METHODOLOGY

My initial response to the images of this site was to create a work of great drama to counterpose the dark, drabness of the location. This has been my approach to similar public artworks in “under overpass” precincts. In this instance however, the proximity to vehicular traffic (and the implied issues of distraction) requires an approach which whilst conveying a sense of drama, nonetheless conveys a visual intrigue which operates on a more subtle level.

“Stitch”, the title of the proposed work, is a 24 hour (day and night) artwork which is a metaphor for the connectivity implicit in the site between the neighbourhoods to the North, West, East and South. Moreover it represents a visual connectivity which stitches together the triangulation of Green Bay and Emerson Streets and Ridge Ave and provides a marker point or sense of gateway between the neighbourhoods.

An impression of the artwork is shown in the accompanying renders however if this RFP is successful, the exact orientation of the light sculpture would be determined on site and in collaboration with stakeholders. The intention though, is that the form breaks forth beyond the boundary of the overpass in the manner shown.

Arguably, the concept as presented herein has a delivery value closer to $150,000 - $200,000. My interest in delivering the project for the lower budget as attached is to further my exploration of the role of public art to “re-invent” otherwise alien and seemingly desolate locations.
MATERIALS

In consideration of the harsh location, robust, long life, sustainable and zero to low maintenance materials are proposed. Polychromed (epoxy or polyurethane coated) steel provides the sculptural form. A concealed (easily accessible for maintenance) LED light source provides the source of illumination. A simple, safe, 24V power supply delivers power to the long life highly sustainable LED lighting system. Indeed the entire 12m long (40ft) structure operates on the disturbingly low power requirement equivalent to a single 150W globe.

LIGHTING

An optical intrigue is created within the sculpture by the use of two different light sources of different wavelengths. The uniformly coloured surface of the polychromed steel form is activated by different light sources on its opposing sides. On one surface the industrial chrome yellow of the steel is activated by a reddish LED light source with a wavelength around 650nm. This creates a glowing surface colour which in response to the surrounding ambient light level changes, passes through varying shades of ambers, rusts and oranges toward a beautiful tangerine colour in full darkness.

On the opposing side of the sculpture, a warm white light source with a colour temperature in the order of 2200K and a wavelength around 570nm activates the chrome yellow surface differently to create a series of colour shifts of a more yellow/golden register in response to surrounding light level change.

In both cases the light source is a concealed, vandal proof yet easily accessible LED system which is IP 68 rated and conforms to all wet/snow situations. In the event of any LED failure the replacement is a simple snap in/snap out system with little cost consequence. Power supply to one end of the sculpture is to be provided by the city.

MEDIUM /DIMENSIONS/SITE PREPARATION

The steel and light construction as shown in the accompanying renders occupies the full height between pavement and overpass underside. The entire sculptural form is mounted off ground upon a small 300mm (1ft. high) plinth to be provided by the city. The distance of traverse of the work including its projection beyond the overpass edge is around 12m (40 ft.)
THE CONCEPT

SIDE ELEVATION

CONCRETE OVERPASS

30mm # concrete plinth

2700

10m

EPOXY OR POLYURETHANE
INDUSTRIAL YELLOW SURFACE
WITH DIFFERENT COLOURED
LIGHT SOURCE ON EITHER
SIDE

250

SAT 560

RAD. CABLE

WARM WHITE CABLE
PART B

QUALIFICATIONS AND EXPERIENCE

In my public art career spanning over 30 years, the past 16 years has seen an increasing use of light as a principle design element to create public art interventions which undergo day to night transformations.

My work addresses the notion of sight/site, both visual and contextual and my 35 year portfolio of artworks for the built environment span all manner of materials although it has been large scale works in light and glass for which I am most well known.

These have involved major projects in locations as diverse as The New Australian Parliament House; the Maison de la Opera, Amiens, France; The Museum of Contemporary Art, Tacoma, USA, the Australian Pavilion at the 2011 Shanghai World Expo and the Hong Kong airport. This body of work has been delivered for a broad range of government, corporate and private clients concerned with the commissioning of artworks specific to site.

In 1996 I was awarded a Fellowship by the Australia Council for the Arts and I have been afforded international recognition for many large scale works using glass and light as preferred materials. In 2010 I was a finalist, in the “Art in the Working Place” category at the International Architecture Symposium in Barcelona.

My public artworks integrate and intervene with the built environment as a site specific component. Increasingly these work blur the boundaries between sculpture, architecture and engineering.

All of my projects are delivered as a design, fabricate, deliver and install package and utilise the skills of a team of engineer’s, project managers industrial designers and fabricators who underpin these public art projects. Together, this team has developed a reputation for reliability, ability to deliver unfailingly on time, problem solve on all levels of a project and competently involve themselves with all manner of colleagues, stakeholders, consultants and other professionals. In the case of this Evanston proposal, if successful, all fabrication and project management would be undertaken with local providers.
Exhibitions
Solo and group exhibitions throughout Australia, Japan, USA, Canada, Sweden, Germany, Switzerland, France, Denmark, Germany, Holland, Italy, Spain, Portugal, Luxembourg and New Zealand

Recent Public Art Commissions
North Sydney City Council, Sydney, Australia
City of Perth, Perth, Western Australia.
National Maritime Museum, Sydney, Australia
Western Australian Institute of Sport, Perth, Western Australia
Carnarvon Court house and Justice Complex, Western Australia
Albury Entry Sculpture, Albury, NSW, Australia
Maddox Centre, Vancouver, Canada
Melton Library, Melton, Vic, Australia
Swan Valley entry feature, Midland, Western Australia
Australian Pavilion, Shanghai World Expo, China
Concourse Performing Arts Complex, Chatswood, NSW, Australia
Old Kingston Power House, Canberra, Australia
Brisbane domestic Airport, Brisbane, Australia.
Prospect Rd. public artwork, Adelaide, South Australia
Sydney City Council, Sydney, NSW, Australia
St. Ignatius College, Sydney, NSW, Australia
Winter Olympic village, Vancouver, Canada
Meriton projects, Waterloo, NSW, Australia
Latin America Plaza. Canberra, Australia
Midland Redevelopment Authority, Perth, Western Australia
New Acton, Canberra, ACT, Australia
Manningham City Council, Melbourne, Vic, Australia
Commonwealth Law Courts, Adelaide, South Australia
Docklands precinct, Melbourne, Victoria, Australia
Aurora Tower, Brisbane, Queensland, Australia
Museum of Contemporary Art, Tacoma WA, USA
Bourke Place, Melbourne, Vic, Australia
500 Collins St. Melbourne, Vic, Australia
Mt Austin Hospital, Melbourne, Vic, Australia
University of Canberra, ACT Australia.
Australian Service Nurses War Memorial, (with Robin Moorhouse and Monumental Design), Canberra, ACT, Australia.
ANZAC War Memorial, Hyde Park, Sydney NSW, Australia
Australian Parliament House, Canberra, ACT, Australia
Maison de la Culture, Amiens, France
Mosman Swim Centre, Sydney, NSW, Australia
Darling Harbour Project, Sydney, NSW, Australia
John Oxley Memorial Sculpture, Brisbane, Queensland, Australia
Regent Hotel, Melbourne, Vic, Australia
Snowy Mountains Hydro-Electric Authority, Cooma, NSW, Australia.
Dow Chemical Corporation, Sydney, NSW, Australia
ANA House, Sydney, NSW, Australia
Mayfair Building, Sydney, Australia
Shorland County Council, Newcastle, Australia
Joint Coal Board, Singleton, NSW, Australia
Girvan Corporation, Sydney, NSW, Australia
St Stephens Cathedral, Brisbane, Queensland, Australia
Reserve Bank Training Facility, North Sydney, NSW, Australia
Clemenger Building, Sydney, NSW, Australia
Peat Marwick Building, Melbourne, Vic, Australia
Novotel International Hotel, Sydney, NSW, Australia
Pacific Fair, Southport, Qld, Australia
Overseas Telecommunications Building, Sydney, NSW, Australia
Northern Territory Houses of Parliament, Darwin, NT., Australia
The Dame Joan Sutherland Centre, Sydney, NSW, Australia
International Airport Terminal, Brisbane, Qld., Australia
Manly Library, Sydney, NSW, Australia
Children’s Hospital, Sydney, NSW, Australia
Sinochem Building, Beijing, China
Majestic Centre, Wellington, New Zealand
Museum of New Zealand, Wellington, New Zealand
Burswood International Resort Hotel, Perth, Western Australia

Collections
Australian National Gallery, Canberra
Musée des Arts Decoratifs, Lausanne, Switzerland
Corning Museum of Glass, New York, USA
Yokohama City Art Museum, Yokohama, Japan
Musée du Verre, Sars-Poteries, France
C.I.R.V.A. Marseilles, France
Ebeltoft Museum, Denmark
Glass Museum, Marinha Grande, Portugal
Toyama Art Museum, Japan
Tacoma Art Museum, USA
National Gallery of Victoria
Art Gallery of Western Australia
Art Gallery of South Australia
Art Gallery of Queensland
Art Gallery of Northern Territory
Powerhouse Museum, Sydney
Hobart Art Gallery, Tasmania
Victorian Ministry of the Arts, Permanent Collection
Artbank, Federal Government Art Lending Body, Australia
Wagga Wagga Regional Gallery, Australia
Devonport Regional Gallery, Tasmania, Australia
Manly Regional Art Gallery
Canberra College of Advanced Education, Permanent Collection
Warringah Shire Council Collection
Latrobe Valley Art Centre, Tasmania
Chisholm Institute, Permanent Collection, Victoria, Australia.
NSW Premiers Collection, Quong Dong Province, China
National Australia Bank Collection, Melbourne, Australia
Rural and Industrial Bank Collection, Perth, Western Australia
Safeco Corporation Public Collection, USA
Ernst and Young Collection, Perth, Western Australia
Toho Corporation Public Collection, Japan

Awards: (selected)
2010 Finalist, Art in the Working place, International Architecture Symposium, Barcelona
2000-2017 In excess of 60 public art competition commissions
2005 Finalist, Lempriere Australian National Sculpture Award
2003 Finalist, Lempriere Australian National Sculpture Award Winner, Mosman public art prize
2002 Australia Council for the Arts New Work Grant
1994 Australia Council for the Arts Fellowship
1988 Silver Prize, International Exhibition of Glass Art, Kanazawa, Japan
1983 Australia Council for the Arts Professional Development Grant
SELECTED RECENT PROJECTS (5 ONLY)

see www.warrenlangley.com.au for more extensive list

IMAGE NUMBER: #1
TITLE: Aspire
DESCRIPTION: Light sculpture
MATERIALS: high density polyethylene, steel and LEDs
DIMENSIONS: Tallest tree from 6m
LOCATION: Sydney CBD
CLIENT: Sydney City Council
PHOTO: Richard Glover

IMAGE NUMBER: #2
TITLE: Connect(us)
DESCRIPTION: Suspended light sculpture
MATERIALS: Polyethylene, Stainless steel, concealed light
DIMENSIONS: 102m X 15m x2m
LOCATION: Kings Square, City of Perth, Australia
CLIENT: Perth City Council
PHOTO: Trent Baker

IMAGE NUMBER: #3
TITLE: Vessel of (horti) cultural plenty
DESCRIPTION: Light sculpture
MATERIALS: Steel, polycarbonate, optic fibre
DIMENSIONS: 11m H x 3mW
LOCATION: Canberra, ACT Australia
CLIENT: Australian Capital Territory Government, Canberra
PHOTO: Murray Fredericks

IMAGE NUMBER: #4
TITLE: Growth
DESCRIPTION: Suspended light sculpture (chandelier)
MATERIALS: HDPE, aluminium, LEDs
DIMENSIONS: 20m long
LOCATION: Melton Library and Learning Hub, Melbourne
CLIENT: Melton city Council, Perth, Western Australia
PHOTO: the artist

IMAGE NUMBER: #5
TITLE: Angles of Incidence (with Julia Davis)
DESCRIPTION: Glass and light sculpture
MATERIALS: Digitally coloured safety glass, stainless steel and LED light source
DIMENSIONS: 6m high x 2.4 x 2.2
LOCATION: Victoria Cross, North Sydney
CLIENT: North Sydney Council, Sydney, Australia
PHOTO: Richard Glover
Referees:

Duncan McKay
Public art Co-ordinator, city of Perth, Western Australia
Tel: +61 8 9461 3404
Email: duncan.mckay@cityofperth.wa.gov.au

Richard Brecknock
Director
Brecknock Consulting
46 magill Rd. Norwood  SA 5067
Tel: +61 8 8362 4300
Email: richard@brecknockconsulting.com.au

Eva Riestra Rodriguez
Senior Project Manager
City Projects
City of Sydney
Email: erodrigu@cityofsydney.nsw.gov.au

Alison Clark
Cultural Officer
North Sydney City Council
Tel: +61 481 41127
Email: Alison.Clark@northsydney.nsw.gov.au
PART C  ADDITIONAL TEAM MEMBERS

If this RFP is successful the artist will, during his first site visit, meet with and identify local providers and artisans to collaborate on the project. Colleagues in the art faculty at Northwestern University will assist with the identification of suitable team members.

PRELIMINARY BUDGET

Design Development
Structural Engineer 4,000
Lighting Engineer 2,000
Shop Drawings / 3D modelling 4,000

Fabrication
Materials and construction 32,000
Lighting System 5,000
Delivery to site and installation 10,000

Project Management 5,000

Insurances 3,000

Sub Total $65,000

Contingencies @ 5% 3,250

Artist’s Fee @ 15% 10,237.50

Design, Fabricate, Deliver and Install $78,487

Travel and Accommodation:
Based upon three visits:
1. Initial site appraisal and selection of local team members
2. Mid fabrication visit
3. Final installation and commissioning Visit

@ $3,500 per visit 10,500

Total project Value including travel and accommodation $88,987.50
## INSERT PRICE/COSTS FORMS

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<th>Task</th>
<th>Consultant / Subconsultant</th>
<th>Cost</th>
</tr>
</thead>
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<td>Design Development</td>
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<td>Lighting component TBA</td>
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<td><strong>Task 3 – Transportation and Installation</strong></td>
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<td>+ install</td>
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<td><strong>Task 4 – Final Adjustments and Exhibition</strong></td>
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<td>Contingencies at 5%</td>
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<td>Artist's Fee at 15%</td>
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<td>Travel visits x3 @ 3,500</td>
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<td>Reimbursable Expenses</td>
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</tr>
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</table>
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: WARREN LANGLEY (ARTIST) WINDEAL PTY LTD.

APPLICANT ADDRESS: 13/63 CROWN RD. QUEENSLIFF NSW 2196 AUSTRALIA

TELEPHONE NUMBER: +61 417 44 87 96

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.

WARREN LANGLEY 13/63 CROWN RD. QUEENSLIFF NSW 2196 AUSTRALIA

JULIA DAVIS __________________________

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.)

_____________________________________

_____________________________________

_____________________________________

_____________________________________

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16
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.)

**WILLIAM LANGLEY** 50%

**JULIA DAWSON** 50%

__

**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.

____

____

____

Revised 10-14
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: 21 April 2017

Signature of Person Preparing Statement

Title:

ATTEST:

Commission Expires: ______________________

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Tony Perkins
Justice of the Peace - JP Reg No. 147885

[Signature]

Notary Public

I confirm that this is a true and accurate copy of the original document that I have seen.

Dated: ______________________

[Signature]
EXHIBIT B – ADDITIONAL INFORMATION SHEET

Proposal Name: "STITCH", LIGHT SCULPTURE PROPOSAL
Proposal Number #: RFP 17-01
Company Name: WINDALE P/L
Contact Name: WARMEN LANGLEY
Address: 13/63 CROWN P.O. QUEENSLIFF, NSW, 2096 AUSTRALIA
City, State, Zip: QUEENSLIFF, NSW, 2096 AUSTRALIA
Telephone/FAX #: +61 417 448 796
E-mail: wazzza@msn.com.au

Comments: WARREN LANGLEY is an artist and co-director of public art company WINDALE P/L, LTD.
Exhibit C

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 ___ , 2015.

Notary Public

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

I confirm that this is a true and accurate copy of the original document that I have seen.
Dated............_.....APRIL ...201......

TONY R PERKINS
Justice of the Peace - JP Reg No. 147885
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: [Signature]
Typed/Printed Name: Warren Laney
Company Name: WinDeal My Ltd
Date: 11 April 2017
Title: Director / Artist
Telephone Number: +61 417 448 396
Email: WazzaJmsn.com.au
Fax Number:  

Revised 10-14
Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER’S CERTIFICATION

[Signature]
being first duly sworn, deposes and says that he is [Title]

of [Proposer] (Partner, Officer, Owner, Etc.)

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.

[Signature]

(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 a sworn to before a notary public.

Subscribed and Sworn to this [Date]

Notary Public

Commission Expires: ___________________________

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

[Signature]

I confirm that this is a true and accurate copy of the original document that I have seen. Dated: [Date]

[Signature]

Justice of the Peace - JP Reg No. 147885
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

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Exhibit H

M/W/EBE PARTICIPATION WAIVER REQUEST

I am ________________ of ________________, and I have authority to execute this certification on behalf of the firm. I ________________ do hereby certify that this firm seeks to waive all or part of this M/W/EBE participation goal for the following reason(s):

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

_____ 1. No M/W/EBEs 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/EBEs 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/EBE participation is impracticable.
   Please provide a written explanation of why M/W/EBE participation is impracticable.

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

Signature: ___________________________ Date: __________

(Signature)
## EXHIBIT I

**Construction Contractors’ Assistance Organizations ("Assist Agencies") Form**

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<tr>
<th>AGENCY</th>
<th>DATE CONTACTED</th>
<th>CONTACT PERSON</th>
<th>RESULT OF CONVERSATION</th>
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<tbody>
<tr>
<td><strong>Association of Asian Construction Enterprises (AACE)</strong>&lt;br&gt;5500 Touhy Ave., Unit K&lt;br&gt;Skokie, IL 60077&lt;br&gt;Phone: 847/5259693&lt;br&gt;Perry Nakahil, President</td>
<td></td>
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<tr>
<td><strong>Black Contractors United (BCU)</strong>&lt;br&gt;400 W. 76th Street&lt;br&gt;Chicago, IL 60620&lt;br&gt;Phone: 773/483-4000&lt;br&gt;Fax: 773/483-4150&lt;br&gt;Email: <a href="mailto:bcunewera@ameritech.net">bcunewera@ameritech.net</a></td>
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</tr>
<tr>
<td><strong>Chicago Minority Business Development Council</strong>&lt;br&gt;105 West Adams Street&lt;br&gt;Chicago, Illinois 60603&lt;br&gt;Phone: 312-755-8880&lt;br&gt;Fax: 312-755-8890&lt;br&gt;Email: <a href="mailto:info@chicagomsdc.org">info@chicagomsdc.org</a>&lt;br&gt;Sheila Hill, President</td>
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<tr>
<td><strong>Federation of Women Contractors</strong>&lt;br&gt;5650 S. Archer Avenue&lt;br&gt;Chicago, Illinois 60638&lt;br&gt;Phone: 312/360-1122&lt;br&gt;Fax: 312/360-0239&lt;br&gt;Email: <a href="mailto:FWCChicago@aol.com">FWCChicago@aol.com</a>&lt;br&gt;Contact Person: Beth Doria&lt;br&gt;Maureen Jung, President</td>
<td></td>
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<tr>
<td><strong>Hispanic American Construction Industry (HACIA)</strong>&lt;br&gt;901 W. Jackson, Suite 205&lt;br&gt;Chicago, IL 60607&lt;br&gt;Phone: 312/666-5910&lt;br&gt;Fax: 312/666-5692&lt;br&gt;Email: <a href="mailto:info@haciaworks.org">info@haciaworks.org</a></td>
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<tr>
<td><strong>Women’s Business Development Center</strong>&lt;br&gt;8 S. Michigan Ave, Suite 400&lt;br&gt;Chicago, Illinois 60603&lt;br&gt;Phone: 312-853-3477&lt;br&gt;Fax: 312-853-0145&lt;br&gt;Email: <a href="mailto:wbdc@wbdc.org">wbdc@wbdc.org</a>&lt;br&gt;Carol Dougal, Director</td>
<td></td>
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</table>
Exhibit J

ARTIST SERVICES AGREEMENT ACKNOWLEDGEMENT

The City has attached its standard artist services agreement as Exhibit I to this RFQ. Identify all exceptions to the agreement that would prevent you and/or your firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Respondent's response. Please check one of the following statements:

✓ I have read the artist services agreement and plan on executing the agreement without any exceptions.

☐ I and/or my firm cannot execute the City’s standard artist service agreement unless the exceptions noted below or in the attached sample professional services agreement are made.

***Please be aware that submitting exceptions to the contract may impact the likelihood of you and/or your firm being selected to perform this work.

List exceptions in the area below:

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

Authorized Signature: ___________________________ Company Name: WINDER MARY

Typed/Printed Name and Title: WARDEN LANGLEY Date: 11 APRIL 2017

Artist/Director
Evanston Arts Council Meeting  
Tuesday June 13, 2017 6:30 PM  
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Parasol Room

MINUTES

1. Call to Order and Declaration of Quorum  
   Meeting called to order by presiding member Mr. Dino Robinson at 6:31 PM.  
   Members present: Dino Robinson, Lisa Degliantoni, Gay Riseborough, Carole Bass, Beth Adler, Judith Cohen, Anne Berkeley  
   Members absent: Susan Davis Friedman, Greg Allen, Fran Joy, Hope Washinushi

2. Public Comment  
   a. EMAP – New Project Overview  
      Ms. Pinsky and Mr. Harris gave a presentation and information regarding a mural to be installed at 1571 Maple. Arts Council responded favorably.  
   b. Identity Dance funding proposal  
      Ms Ching Lin Yo presented on a dance partnership with Family Focus to continue working with young people at risk through dance. Arts Council responded favorably.  
   c. E2 Mural Overview  
      Mr. Clementi and artist Mr. Melvin gave a presentation on mural to be installed at the E2 development at Emerson. Arts Council responded positively and thanked Mr. Clementi for providing colorful art in the public domain.  
   d. Dr. Melissa Blount presented a project that brings people together in art circles to work collaboratively and to have conversations about race, equity and community,

3. Approve Meeting Minutes

4. Staff Report (Ms. Lasik)
   Ms. Lasik gave information about multiple summer arts projects and installations taking place. Ms. Lasik relayed that Mr. Joey Conway of Events by Joey would be assisting with Bright Night for the Arts this year.

5. Art and Commerce Subcommittee Update (Ms. Degliantoni)
   C3 met on June 6th. Had a guest appearance by a lawyer who does pro bono work for artists and arts organizations.

6. Public Art Subcommittee Update (Ms. Riseborough)
   Ms. Riseborough gave updates on the Fountain Square project, the installation of the Hirshfield and Austin sculptures, the GER light installation RFPs, and the mural projects upcoming. Ms. Adler presented information and visuals regarding the sculpture Canoe by Victoria Fuller. Ms. Bass presented information on the progress by the Willard Women’s Sculpture Fund regarding a figurative sculpture commemorating the contribution of Evanston women to the cause of women’s rights.

7. Actionable items:
   a. Ms. Adler moved that the Arts Council recommend to the City Council to work with artist Warren Langley to design and install a lighted sculpture at Green Bay/Ridge/Emerson. Ms. Riseborough seconded. Motion carried unanimously.
   b. Ms. Adler motioned that the Arts Council endorse the efforts by the 501c3 organization called the Willard Women’s Sculpture Fund in support in the creation of the Women’s Sculpture. Mr. Robinson seconded. Ms. Bass and Ms. Riseborough recused themselves. Motion carried.
   d. Ms. Riseborough motioned to fund $800 for the project proposed by Dr. Melissa Blount in from Making Evanston Equitable Together (MEET). Ms. Adler seconded. Ms. Degliantoni recused herself. Motion carried.

8. New Business
   a. Livability Arts Survey Input/Approval
Ms. Lasik will send the survey to the members for further comment.

9. Communications
   Discussion regarding efforts of past members and how to properly honor and thank them.
   Discussion regarding the roles and relationships of the Arts Council and Cultural Arts Coordinator, procedures and ethics.

10. Adjournment
    Ms. Riseborough motioned to adjourn the meeting at 8:42. Ms. Adler seconded. Motion carried unanimously.
    Next Meeting: July 11, 2017
Memorandum

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

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

Subject: Resolution 65-R-17, Creating a Separate Fund entitled the “Robert Crown Community Center Maintenance Fund”

Date: July 13, 2016

Recommended Action:
Staff and the Friends of Robert Crown 501(c)3 recommend the City Council adopt Resolution 65-R-17 (Attachment 1) enabling the creation of the Robert Crown Community Center (RCCC) Maintenance Fund in the FY 2019 Annual Budget. This fund will be used for specific long-term infrastructure maintenance items at both the Robert Crown Community Center and surrounding fields as identified below.

Funding Source:
Revenues to support the anticipated long term maintenance costs of the RCCC shall come from operating revenues of the new facility and from donations. These revenues will be reviewed not less than once every five years to determine if the proper funding has been set aside for the timely replacement of infrastructure noted below:

Summary:
The proposed RCCC Infrastructure Maintenance Fund is recommended to be created based on the specific requests by major donors to the RCCC Construction Project. Understandably, donors want to ensure that their contributions to a new center will result in not only a state of the art facility, but that said facility will be maintained and updated throughout a long and useful life. The table on the next page provides a listing of all of the mission critical systems and equipment that would be funded via this reserve fund. Normal supplies and consumable equipment are not included in this analysis and will continue to be funded from either the PRCS or Library operating budgets. A detailed sample table of the actual equipment and infrastructure is provide as Attachment 3.
RCCC INFRASTRUCTURE FUNDING INVENTORY

<table>
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<tr>
<th>ITEM/TYPe</th>
<th>USEFUL LIFE</th>
<th>REPLACEMENT COST (in 2017 $$)</th>
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<tbody>
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<td>Site Systems</td>
<td>3 - 30 years</td>
<td>$2,065,000</td>
</tr>
<tr>
<td>Building Frame/Envelope</td>
<td>15 - 30 years</td>
<td>$2,100,000</td>
</tr>
<tr>
<td>Mechanical/Electrical/Plumbing</td>
<td>15 - 30 years</td>
<td>$2,300,000</td>
</tr>
<tr>
<td>Life Safety/Elevator</td>
<td>5 - 30 years</td>
<td>$270,000</td>
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<tr>
<td>Interior Common Areas</td>
<td>6 - 30 years</td>
<td>$1,200,000</td>
</tr>
<tr>
<td>Specialty Items(e.g. scoreboards)</td>
<td>10 - 30 years</td>
<td>$2,825,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$10,760,000</strong></td>
</tr>
</tbody>
</table>

Using the total amount of equipment to be funded, staff has created a long term contribution and spending table based on useful life and available funding options.

MAINTENANCE LONG TERM FUNDING SUMMARY

<table>
<thead>
<tr>
<th>YEAR</th>
<th>REVENUE/CONTRIBUTION</th>
<th>EXPENSE</th>
<th>SURPLUS/DEFICIT</th>
<th>RESERVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>300,000</td>
<td>-</td>
<td>300,000</td>
<td>300,000</td>
</tr>
<tr>
<td>2021</td>
<td>309,000</td>
<td>-</td>
<td>309,000</td>
<td>609,000</td>
</tr>
<tr>
<td>2022</td>
<td>318,270</td>
<td>10,927</td>
<td>307,343</td>
<td>916,343</td>
</tr>
<tr>
<td>2023</td>
<td>327,818</td>
<td>-</td>
<td>327,818</td>
<td>1,244,161</td>
</tr>
<tr>
<td>2024</td>
<td>337,653</td>
<td>53,906</td>
<td>283,747</td>
<td>1,527,908</td>
</tr>
<tr>
<td>2025-29</td>
<td>1,846,423</td>
<td>719,189</td>
<td>1,127,234</td>
<td>2,655,142</td>
</tr>
<tr>
<td>2030-34</td>
<td>2,140,510</td>
<td>7,778,118</td>
<td>(5,637,608)</td>
<td>(2,982,466)</td>
</tr>
<tr>
<td>2035-39</td>
<td>2,481,438</td>
<td>5,166,468</td>
<td>(2,685,030)</td>
<td>(5,667,496)</td>
</tr>
<tr>
<td>2040-44</td>
<td>2,876,667</td>
<td>4,583,744</td>
<td>(1,707,077)</td>
<td>(7,374,573)</td>
</tr>
<tr>
<td>2045-49</td>
<td>3,334,845</td>
<td>15,316,246</td>
<td>(11,981,401)</td>
<td>(19,355,974)</td>
</tr>
<tr>
<td>*<em>TOTAL</em></td>
<td>14,272,624</td>
<td>33,628,598</td>
<td>(19,355,974)</td>
<td>(19,355,974)</td>
</tr>
</tbody>
</table>

*Future expenses are in current dollars for each year of the expense and this is why the original $10,760,000 inventory number grows to $33,628,598 over 30 years.

At an original contribution amount of $300,000, the Maintenance Fund will exhaust the available fund balance for the first time in year 15 (approximately 2034). If the annual initial contribution is increased to $500,000, the fund maintains a reserve balance for nearly all future years. At the end of 2040, as was the case in 2002, all of the equipment will have reached the end of useful life, and a substantial expenditure for rehabilitation will be needed. If the maintenance fund is established at $300,000, an additional $19.4 million in funding would be needed to have all systems properly updated at the 30 year mark; at $500,000 initial funding, the ending year additional payment would be $9.8 million. Please note that the expense in 2050 of this $19.3 million would most likely be...
handled with a bond issue as the expenses would replace long term fixed assets in the building with a life equal to the term of the bond issue.

The main source of proposed funding for this maintenance fund is increased revenues from the new RCCC. The table below shows a summary of projected financials.

<table>
<thead>
<tr>
<th>ROBERT CROWN CENTER - OPERATING PRO FORMA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current &amp; New Facility 2020</td>
</tr>
<tr>
<td>2017 (Full Year Rev.)</td>
</tr>
<tr>
<td>Ice Rink &amp; Camp Program Revenues</td>
</tr>
<tr>
<td>Community Center Program Revenues</td>
</tr>
<tr>
<td>General Fund “Subsidy” to balance Center Operations*</td>
</tr>
<tr>
<td>REVENUE TOTALS</td>
</tr>
<tr>
<td>Ice Rink Program Expenses</td>
</tr>
<tr>
<td>Community Center Program Expenses</td>
</tr>
<tr>
<td>EXPENSE TOTALS</td>
</tr>
<tr>
<td>Ending Operating Balance</td>
</tr>
</tbody>
</table>

*Increase in “Subsidy” level in 2020 assumes increases in both costs and revenues such that the percent of subsidy is assumed to remain constant.

From the original revenue projections nearly seven years ago, through the Design/Build/Operate/Finance Option, to the present process, building a new facility has consistently shown a greater increase in revenues than expenses for the ice and turf facilities. In the table above, the General Fund support of RCCC operations for 2017 is $743,824. This subsidy level is projected to be reduced by just over $480,000. Using a portion of these funds to transfer revenue into the RCCC Maintenance Fund beginning in 2020 will not negatively impact General Fund Operations and will ensure future maintenance of the facility. A long range projection of these operating revenues is provided as Attachment 2. The remaining portion of the projected operating revenue increase may also be needed to fund the final construction cost of the RCCC. As such a combination of funding for the capital and maintenance expenses will need to be finalized once final construction costs are identified and once the final amount of funds raised by the Friends of the Robert Crown Center. Staff recommends that the resolution be set at a level of at least 40% of the savings in reduced subsidy, which in
the above analysis would be $192,000 per year. Further reasons for the establishment of the RCCC Maintenance Fund are as follows:

1. Maintenance of the new facility was a consistent theme from survey responses and from major potential donors. Approval of the Fund now can also improve our fund raising ability over the next year.
2. Could improve over all City reserves and will reduce dependence on debt for capital maintenance at the RCCC.

The City/Library has other options to meet this need and prefunding per the above mechanism is not the only available solution as follows:

1. Establish annual contributions from the Friends of the Robert Crown Center.
2. Continue to use debt to pay for facility maintenance (at year 15 and year 30).

Legislative History:
N/A

Attachments
Resolution 65-R-17
Revenue Analysis
Detailed Capital Maintenance Plan
65-R-17

A RESOLUTION

Creating a Separate Fund entitled the “Robert Crown Community Center Maintenance Fund” and Directing Certain Donation Funds to be Deposited and Utilized after the Construction of the New Facility

WHEREAS, the City of Evanston, Cook County, Illinois (the “City”), is a home-rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, the City endeavors to replace the current Robert Crown Center facility with a new facility at 1701 Main Street; and

WHEREAS, fundraising is still ongoing to pay for the cost of construction of the new facility and the long-term financial viability of the center and surrounding park post-construction needs to be addressed with a separate fund to ensure that sufficient money will be available; and

WHEREAS, the City finds that it is in the best interests of the new facility to create a separate fund for future use to be referred to as the “Robert Crown Center Maintenance Fund”,

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

SECTION 1: Findings: The Corporate Authorities find, determine, and declare that a separate fund be created to specifically allocate operating funds and donations for the long-term maintenance of the Robert Crown Community Center facility and surrounding park.
SECTION 2: Direction: The City Treasurer is hereby authorized and directed to cause a fund to be created upon completion of the Robert Crown Community Center called the “Robert Crown Community Center Maintenance Fund”.

SECTION 3: Actions: All actions of the officers, agents, and employees of the City that are in conformity with the purposes and intent of this Resolution 65-R-17, whether taken before or after the adoption hereof, are hereby ratified, confirmed, and adopted.

SECTION 4: Severability: If any section, paragraph, or provision of this Resolution 65-R-17 shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining portions of this resolution.

SECTION 5: This Resolution 65-R-17 supersedes all resolutions or orders or parts thereof in conflict herewith, and this resolution shall be in full force and effect upon its adoption.

_______________________________
Stephen H. Hagerty, Mayor

Attest:

_______________________________
Devon Reid, City Clerk

Adopted: __________________, 2017
## Robert Crown Community Center Projected Revenue Analysis - 2017 - Attachment 2

### Crown Fund Revenue & Expenses

<table>
<thead>
<tr>
<th>Year</th>
<th>Revenues</th>
<th>Expenses</th>
<th>Surplus</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>2,386,000</td>
<td>1,559,000</td>
<td>827,000</td>
</tr>
<tr>
<td>2018</td>
<td>2,315,000</td>
<td>1,513,000</td>
<td>802,000</td>
</tr>
<tr>
<td>2019</td>
<td>2,315,000</td>
<td>1,513,000</td>
<td>802,000</td>
</tr>
<tr>
<td>2020</td>
<td>2,315,000</td>
<td>1,513,000</td>
<td>802,000</td>
</tr>
<tr>
<td>2021</td>
<td>2,315,000</td>
<td>1,513,000</td>
<td>802,000</td>
</tr>
</tbody>
</table>

### Community Center Program Revenue & Expenses

<table>
<thead>
<tr>
<th>Year</th>
<th>Revenues</th>
<th>Expenses</th>
<th>Surplus</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>1,050,000</td>
<td>670,000</td>
<td>380,000</td>
</tr>
<tr>
<td>2018</td>
<td>1,050,000</td>
<td>670,000</td>
<td>380,000</td>
</tr>
<tr>
<td>2019</td>
<td>1,050,000</td>
<td>670,000</td>
<td>380,000</td>
</tr>
<tr>
<td>2020</td>
<td>1,050,000</td>
<td>670,000</td>
<td>380,000</td>
</tr>
<tr>
<td>2021</td>
<td>1,050,000</td>
<td>670,000</td>
<td>380,000</td>
</tr>
</tbody>
</table>

### General Fund Revenue & Expenses

<table>
<thead>
<tr>
<th>Year</th>
<th>Revenues</th>
<th>Expenses</th>
<th>Surplus</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>743,824</td>
<td>439,000</td>
<td>304,824</td>
</tr>
<tr>
<td>2018</td>
<td>743,824</td>
<td>439,000</td>
<td>304,824</td>
</tr>
<tr>
<td>2019</td>
<td>743,824</td>
<td>439,000</td>
<td>304,824</td>
</tr>
<tr>
<td>2020</td>
<td>743,824</td>
<td>439,000</td>
<td>304,824</td>
</tr>
<tr>
<td>2021</td>
<td>743,824</td>
<td>439,000</td>
<td>304,824</td>
</tr>
</tbody>
</table>

### Ice Rink and Camp Program Revenue & Expenses

<table>
<thead>
<tr>
<th>Year</th>
<th>Revenues</th>
<th>Expenses</th>
<th>Surplus</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>2,221,000</td>
<td>1,480,000</td>
<td>741,000</td>
</tr>
<tr>
<td>2018</td>
<td>2,221,000</td>
<td>1,480,000</td>
<td>741,000</td>
</tr>
<tr>
<td>2019</td>
<td>2,221,000</td>
<td>1,480,000</td>
<td>741,000</td>
</tr>
<tr>
<td>2020</td>
<td>2,221,000</td>
<td>1,480,000</td>
<td>741,000</td>
</tr>
<tr>
<td>2021</td>
<td>2,221,000</td>
<td>1,480,000</td>
<td>741,000</td>
</tr>
</tbody>
</table>

### Notes:

- *Does not include the Robert Crown Community Center program.
- Reporting for 2021 is an estimate based on the result of the 2020 fiscal year and the result of the 2nd quarter of the 2021 fiscal year.
- Projected Community Center revenue increase is for baseline revenue analysis.
| COMPONENT DESCRIPTION | 2016 USEFUL LIFE | 2017 USEFUL LIFE | 2018 USEFUL LIFE | 2019 USEFUL LIFE | 2020 USEFUL LIFE | 2021 USEFUL LIFE | 2022 USEFUL LIFE | 2023 USEFUL LIFE | 2024 USEFUL LIFE | 2025 USEFUL LIFE | 2026 USEFUL LIFE | 2027 USEFUL LIFE | 2028 USEFUL LIFE | 2029 USEFUL LIFE | 2030 USEFUL LIFE | 2031 USEFUL LIFE | 2032 USEFUL LIFE | 2033 USEFUL LIFE | 2034 USEFUL LIFE | 2035 USEFUL LIFE | 2036 USEFUL LIFE | 2037 USEFUL LIFE | 2038 USEFUL LIFE | 2039 USEFUL LIFE | 2040 USEFUL LIFE | 2041 USEFUL LIFE | 2042 USEFUL LIFE | 2043 USEFUL LIFE | 2044 USEFUL LIFE | 2045 USEFUL LIFE | 2046 USEFUL LIFE | 2047 USEFUL LIFE | 2048 USEFUL LIFE | 2049 USEFUL LIFE | 2050 USEFUL LIFE |
|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|                         |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

From: Lawrence C. Hemingway, Parks, Recreation & Community Services Director
      Karen Hawk, Community Services Assistant Director
      Kevin L. Brown, Community Services Manager

Subject: Resolution 66-R-17, Professional Services Agreement with James B. Moran Center for “2017 Certificate of Rehabilitation Program”

Date: July 24, 2017

Recommended Action:
Staff recommends that City Council adopt Resolution 66-R-17, authorizing the City manager to execute an agreement between the City of Evanston and the James B. Moran Center for Youth Advocacy (1123 Emerson, Suite 203 Evanston, IL 60201) to provide legal services for not less than 15 Evanston residents to secure Certificates of Rehabilitation, expungement and criminal records sealing, in an amount not to exceed $30,000.

Funding Source:
Funding for this agreement is budgeted in Parks, Recreation and Community Services, Youth and Young Adult Engagement Division (Account 100.30.3215.62490) which has a FY 2017 budget of $281,965.00 and a YTD balance of $237,412 before this project. Costs amount to approximately $2,000 per participant.

The City of Evanston shall be financially responsible for the furtherance of the program. The James B. Moran Center would be responsible for handling the payment of direct and indirect costs for not less than 15 (@$2,000 each); which include legal services, filing fees, supportive materials, transportation fees and if necessary assistance with child care on days that such assistance would be necessary.

Livability Benefits:
Economy & Jobs: retain and expand local businesses, expand job opportunities.

Summary:
According to the National Employment Law Project there are 65 million American citizens with a criminal record history. In Illinois 42% of adults have a criminal record.
Certificates of Rehabilitation, criminal records expungement and the sealing of non-violent felony convictions are an essential resource that can offer support reentry to those Evanston residents that have a criminal record. These actions also promote public safety by lifting statutory bars to jobs, licenses or other necessities such as housing that result from a conviction history.

The Youth and Young Adult Division staff performs outreach in the community and have identified individuals that would greatly benefit from this program. This agreement for services is to implement year 5 of the “Certificate of Rehabilitation Program”. The intention of the program is to obtain Certificates of Rehabilitation, expungement or the sealing of non-violent felony convictions from the Circuit Court of Cook County, pursuant to 730 ILCS 5/5-5.5-5 et. seq., for qualified ex-offenders who reside in Evanston, IL. Certificates, expungements and records sealing helps people to secure employment, housing and educational opportunities that could otherwise be denied because of past criminal records.

It would also give those selected an opportunity to demonstrate rehabilitation or a commitment to rehabilitation. The state of Illinois is one of a growing number of states that have laws in place that authorize certificates of rehabilitation or other similar means of removing legal barriers arising from a criminal record separate and apart from seeking a pardon.

Staff has identified the James B. Moran Center for Youth Advocacy as a partner for this pilot program, based on their ability to perform the services and their current outstanding community work of providing services for low-income Evanstonians with legal representation. The Moran Center has the legal expertise, social work services components and community partnerships to manage this program. Additionally, over the last four years, they have also provided assistance and resources to individuals participating in the City’s “Building Career Pathways to Sustainable Employment Program” and other individuals that the City’s outreach team identified as needing assistance.

2012 to 2016 Program Results

374 Clients served
91 Petitions for sealing
26 petitions for expungement
11 Healthcare Worker Waivers
3 Clemency
10 Certificate of Rehabilitation
15 Other
Listed below is a summary of the scope of work to be performed by the James B. Moran Center:

James B. Moran will secure certificates of rehabilitation where appropriate, which could also include criminal records sealing or partial sealing, expungement, or pardon/executive clemency for not less than 15 Evanston residents that have a criminal record, and who meet the prerequisites contained in the legislation. Prospective clients that have conviction(s) for the following are not eligible: a Class X felony; any felony that resulted in “great bodily harm or permanent disability”; conviction for aggravated DUI or aggravated domestic battery; and offenses that require post-release registration (sex offenses, offenses against children, rape, arson, etc.).

Individuals will receive the following assistance: (a) an initial assessment to determine the extent of criminal history and eligibility for the Certificate of Rehabilitation; (b) creation and development of personal history and references to be presented to the Circuit Court Judge; (c) mentoring from a licensed attorney; (d) assistance in obtaining all police, probation, and parole reports; (e) covering of costs associated with processing fees if ineligible for a fee waiver; (f) submission of all required legal documentation, filings and petitions at Circuit Court and States Attorney’s Office; (g) legal representation during candidate court appearances and (h) assistance for childcare, transportation and supplemental support materials.

The Moran Center will work with City outreach staff to identify, recruit, and service potential clients in the City of Evanston, and keep records of such.

Finally, provide regular updates to City of Evanston staff on the status of individuals being served, including a summary of expenditures, encumbered and available balance.

Attachment:
Resolution 66-R-17
2017 Agreement with James B. Moran Center

\(^1\) National Employment Law Project, “65 Million Need Not Apply,” March 2011
\(^2\) This number denotes the number of people for whom the Moran Center drafted sealing petitions on behalf of. This number does not reflect the actual number of petitions drafted for each person.
\(^3\) Two clemency petitions were filed. One was granted by Governor Pat Quinn shortly before he left office. The other was withdrawn after the client has a meltdown at her hearing, leading us to conclude that her petition would be denied. The third petition was drafted but not filed after it was determined that the client’s large number of unresolved misdemeanor traffic offenses could be a basis for denying the petition.
\(^4\) The following services provided do not fall into the other designated categories. Please note that this category does not capture all requests for legal assistance that have been made by the Certificate of Rehabilitation Initiative clients. The miscellaneous legal services that have been rendered include: (1) Motions to Vacate Judgment of Bond Forfeiture – 5; (2) Motions for Partial Fee Waiver – 1; (3) Immigration Legal Support – 2; (4) Petitions for Identity Theft – 1; (5) Police Station Visits – 2; (6) Motions to Vacate a Felony Conviction (replace with sealable misdemeanor conviction) – 1; and (7) Appealing DCFS negative findings of abuse and/or neglect – 1.
66-R-17

A RESOLUTION

Authorizing the City Manager to Execute the Professional Services Agreement with the James B. Moran Center for Youth Advocacy

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

SECTION 1: The City Manager is hereby authorized and directed to sign the Professional Services Agreement (the “Agreement”) by and between the City and the James B. Moran Center for Youth Advocacy, an Illinois not-for-profit corporation. The Agreement is attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2: The Agreement will fund legal services for Moran Center employees to assist at least nine Evanston residents with obtaining a Circuit Court issued certificate for rehabilitation, criminal records sealing, expungement, and executive clemency legal services for each participant.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of said Agreement that he deems to be in the best interests of the City.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.
Attest:

______________________________

Stephen H. Hagerty, Mayor

______________________________

Devon Reid, City Clerk

Adopted: __________________, 2017
EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT
CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT

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

Certificate of Rehabilitation Program 2017

THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this 14th day of August, 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 the James B. Moran Center for Youth Advocacy, with offices located at 1123 Emerson, Suite 203, Evanston, Illinois, (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 $30,000.

I. COMMENCEMENT DATE

Consultant shall commence the Services on August 14, 2017 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the primary scope of services by July 31, 2018. 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. 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 sub consultants 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. All other training materials, assessment tools, documents, and forms developed by Consultant for purposes other than fulfilling its obligations under this Agreement are and shall remain property of Consultant. The City may use said materials for training purposes only pursuant to this Agreement. Usage of said materials by the City beyond the scope of this Agreement shall require Consultant’s written consent.
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 without the City’s express written consent.

M. No Assignments or Subcontracts. Consultant 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. 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 Statues, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statues, 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 5/2-105 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:     CITY OF EVANSTON
                 2100 RIDGE AVENUE
                 EVANSTON, IL 60201

By ___________________________   By:________________________
Its: ___________________________   Its: ___________________________
FEIN Number: ___________________   Date: _________________________
Date: ___________________________
EXHIBIT A

This EXHIBIT A to that certain Consulting Agreement dated 14th day of August, 2017 between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201 (“City”) and the James B. Moran Center sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

COMMENCEMENT DATE: August 17, 2017
COMPLETION DATE: July 31, 2018

FEES: The City of Evanston shall be financially responsible for the furtherance of the program and the direct and indirect costs specifically determined to be $30,000 for not less than 15 program participants (@ approximately $2,000 each); $2000 for certificate for rehabilitation, criminal records sealing, expungement, and executive clemency legal and supportive services for each participant.

The James B. Moran Center will provide an invoice to the City requesting payment. This will be submitted in accordance with the Consultant invoice submittal deadlines; schedule will be provided by City. If the invoice needs adjustment or explanation, Consultant will work with the City to adjust or explain the invoice. Once the invoice is agreed upon by both parties, it shall be submitted for processing and be paid by the City billing procedure.

SERVICES/SCOPE OF WORK: This agreement for services is to facilitate year five of the “Certificate of Rehabilitation Program”. The intention of the program is to obtain certificates of rehabilitation, expungement, criminal records sealing and/or executive clemency for qualified ex-offenders that reside in Evanston, Il. These certificates lift statutory bars to jobs, licenses or other necessities such as housing that result from a conviction history. Certificates are used to provide a way for qualified people with criminal records to demonstrate rehabilitation or a commitment to rehabilitation. They are an evidence based practice and resource that supports reentry and promotes public safety.

Scope of the “Certificate of Rehabilitation Program” for the City of Evanston includes the following components:

The James B Moran Center will secure Certificates of Rehabilitation and or which could also include criminal records sealing, expungement, or pardon/executive clemency for not less than 15 “Evanston” residents that have a criminal record, and who meet the prerequisites contained in the legislation. Prospective clients that have the following are not eligible: a Class X felony; any felony that resulted in “great bodily harm or permanent disability”; conviction for aggravated DUI or aggravated domestic battery;
and offenses that require post-release registration (sex offenses, offenses against children, rape, arson, etc).

Individuals will receive the following assistance: (a) an initial assessment to determine the extent of criminal history and eligibility for the Certificate of Rehabilitation; (b) creation and development of personal history and references to be presented to the Circuit Court Judge; (c) mentoring from a licensed attorney; (d) assistance in obtaining all police, probation, and parole reports; (e) covering of costs associated with processing fees if ineligible for a fee waiver; (f) submission of all required legal documentation, filings and petitions at Circuit Court and States Attorney's Office; (g) legal representation during candidate court appearances and (h) provide assistance for childcare, transportation and supplemental support materials.

OTHER SERVICES:

A. The James B. Moran Center will work with City staff to identify, recruit, and service potential clients in the City of Evanston, and keep records of such. The Center will provide regular updates to City of Evanston staff on the status of individuals being served, including a summary of expenditures, encumbered and available balance.
To: Honorable Mayor and Members of the City Council

From: Martin Lyons, Assistant City Manager
Paul Zalmezak, Economic Development Manager

Subject: Resolution 64-R-17, Public financing agreement for the redevelopment of the properties located at 130 Chicago Avenue

Date: July 18, 2017

Recommendation
Staff recommends City Council adoption of Resolution 64-R-17, considering Harrington Brown, LLC’s request for financial assistance totaling $1,959,946 from the Howard Ridge TIF and an additional $1 million from the Affordable Housing Fund for the development of a mixed use commercial/residential project at 130 Chicago Avenue.

Funding Sources:
Funding sources requested are $1,959,946 from the Howard Ridge TIF and $1 million from the Affordable Housing Fund. The Howard Ridge TIF will provide funding through the issuance of General Obligation Bonds which will be abated by the tax increment produced by the development and by future Howard Ridge TIF revenues. The Affordable Housing Fund has a cash balance of $1,055,000, but only $590,000 after accounting for previous commitments. However, staff anticipates revenues of $375,000 in 2018 for an estimated balance of $965,248. Fees in lieu of payments from 831 Emerson and 1815 Ridge would occur at first temporary certificate of occupancy (TCO). This is not estimated to occur until 2019 at the earliest.

Livability Benefits:
Economy & Jobs: retain and expand local businesses, expand job opportunities
Built Environment: opportunity for infill development and housing affordability

Summary:
The proposed project at 130 Chicago Avenue is a collaborative effort between LaManda Joy, Founder of the non-profit organization, Peterson Garden Project (“PGP”) and David Brown, President of Harrington Brown LLC. Mr. Brown reports this mixed-use development will create the nation’s first education-based home and garden lifestyle center and retail space and ultimately serve as a new gateway to Evanston, on a challenging site for redevelopment located between Chicago Avenue and the Union.
Pacific North line at the northwest corner of Howard Street and Chicago Avenue. A site plan is attached.

The five-story proposed project would include:

- 24 units Total
- Nine affordable units at 80% Area Median Income (five required, four additional with city funding)
- 4,500 sq. ft. retail (garden center)
- 7,500 sq. ft. open space/yard (urban gardening)
- Surface parking to north with 30 +/- spaces
- May seek additional 13 spaces on Chicago Avenue (metered if desired)

The outdoor garden center, classrooms and food/retail space at street level will be a for-profit social enterprise, anchoring 24 one and two bedroom rental apartments (nine affordable) in a five-story structure. The garden center and food/retail space will become an employer of youth, veterans and others to fulfill their educational mission and cater to the large market opportunity for urban gardening and a more environmentally sustainable lifestyle. The surface parking lot at the north will have capacity for residents and retail customers. The City of Evanston may control the spaces through metering.

Harrington Brown is under contract to purchase the land at 126-130 Chicago Avenue from the long-time property owner and is in the process of concluding physical, environmental and financial due diligence. As the site was previously used as an auto body repair shop and gas station, there are anticipated several environmental contamination issues that need to be addressed. Harrington Brown has a deadline of August 1, 2017 to execute the contract due to the existence of a tax buyer lien and Cook County second installment tax payment due date.

To accommodate the development, Harrington Brown would like to include the approximately 10,000 square foot city-owned parking lot at 100 Chicago Avenue (Lot 53) and purchase it from the City for $240,000, the appraised value. This requires a separate City Council action. An environmental assessment conducted at the request of the developer suggests there are two underground storage tanks on the property that would require removal and soil contamination remediation. Staff is proposing a credit of $110,000 for remediation of these conditions. Details are in the land sale staff transmittal report to City Council (Resolution 67-O-17).

Harrington Brown estimates the proposed project will cost approximately $7.8 million to construct. The construction costs are summarized in the table below and detail in the developer proforma attached.
In addition to the affordable housing component of the project, the start-up social enterprise garden center is a significant component of the development. In order for the project to be financially feasible, and to secure equity and debt financing, Mr. Brown is seeking financial assistance from the city totaling $2,959,946, as summarized in the table below. The detailed development pro forma is also attached. Even with the City’s financial participation, the project has a financial gap. Mr. Brown anticipates obtaining financing from organizations such as the Illinois Facilities Fund (IFF) or Community Investment Corporation (CIC). Harrington Brown’s anticipated return on investment is roughly 10.5%.

<table>
<thead>
<tr>
<th>Sources of Funds</th>
<th>Total</th>
<th>% of Project Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Howard Ridge TIF</td>
<td>$ 1,959,946</td>
<td>25.00%</td>
</tr>
<tr>
<td>Affordable Housing Grant (4 units at $250,000 each)</td>
<td>$ 1,000,000</td>
<td>12.76%</td>
</tr>
<tr>
<td><strong>Total Public Financing [1]</strong></td>
<td>$ 2,959,946</td>
<td><strong>37.76%</strong></td>
</tr>
<tr>
<td><strong>Total Project Costs</strong></td>
<td>$ 7,839,786</td>
<td></td>
</tr>
</tbody>
</table>

[1] The Peterson Garden Project will seek $300,000 in CDBG funding for construction and an annual $20,000 sales tax revenue sharing agreement (limited to 5 years and based on actual sales taxes). This does not include the cost of the $110,000 environmental remediation credit for city owned parking lot.

**Howard Ridge TIF Request**

Harrington Brown is seeking just under $2 million in TIF financing, representing 25% of the total project cost. The TIF eligible costs estimated by the developer are summarized in the table below. It should be noted that the State of Illinois statute governing tax increment financing (65 ILCS 5/Art. 11 Div. 74.4) considers 50% of the cost of constructing affordable housing units an eligible expense. Harrington Brown has not included the cost of constructing affordable units in the TIF eligible costs summary.

<table>
<thead>
<tr>
<th>TIF Eligible Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Acquisition</td>
<td>$ 540,000</td>
</tr>
<tr>
<td>Pre-Development Expenses and Due Diligence</td>
<td>$ 75,000</td>
</tr>
<tr>
<td>Environmental Remediation</td>
<td>$ 230,000</td>
</tr>
<tr>
<td>Sitework</td>
<td>$ 250,000</td>
</tr>
<tr>
<td>Professional and Legal Services</td>
<td>$ 896,366</td>
</tr>
<tr>
<td>Other Soft Costs and Financing Costs</td>
<td>$ 262,863</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 2,254,229</td>
</tr>
</tbody>
</table>
According to the TIF projections provided by the developer and evaluated by the City’s TIF consultant, Kane McKenna, the proposed development will generate approximately $87,000 to $124,000 in incremental property taxes in its first year assuming full occupancy. As summarized in the table below, over the remaining life of the TIF district (final collection in tax year 2028), the project is estimated to generate approximately $889,000 to $1.2 million in increment. The project would require an additional pledge of $1.37 to $1.71 million from area-wide increment (i.e. from the Howard Ridge TIF future tax increment revenues). Attached is a Howard/Ridge TIF district low and high growth cash flow projections indicating the TIF district is projected to support the proposed project.

### 130 Chicago Avenue TIF Projections

<table>
<thead>
<tr>
<th>Range</th>
<th>Project Generated Increment</th>
<th>Area Wide Increment</th>
<th>Total Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Estimate</td>
<td>$ 889,089</td>
<td>$1,717,585</td>
<td>$ 2,606,673</td>
</tr>
<tr>
<td>High Estimate</td>
<td>$ 1,252,622</td>
<td>$1,374,068</td>
<td>$ 2,626,690</td>
</tr>
</tbody>
</table>

*Source: Laube Companies, validated by Kane McKenna*

### Affordable Housing Funding

The Inclusionary Housing Ordinance (IHO) applies to this project as it is a residential project with five or more units within a Transit Oriented Development (TOD) area. Compliance with the IHO requires either five on site affordable units (three at 50% AMI and two at 60% AMI) or a payment in lieu of units of $500,000. Because the project is contemplated to receive public funding, the IHO requires 20% affordability versus 10% for privately financed projects. The following table summarizes the income and rent limits by area median income, household size, and unit size.

#### Area Median Income Limits and Gross Rents 2017

<table>
<thead>
<tr>
<th></th>
<th>Gross Rents - 2017</th>
<th>Income Limits - 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50% AMI</td>
<td>60% AMI</td>
</tr>
<tr>
<td>One Bedroom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two Bedroom</td>
<td>$740</td>
<td>$888</td>
</tr>
<tr>
<td>Three People</td>
<td>$888</td>
<td>$1,066</td>
</tr>
<tr>
<td>Four People</td>
<td>$39,500</td>
<td>$47,400</td>
</tr>
</tbody>
</table>

Mr. Brown has expressed a commitment to delivering affordable housing units in the development. The proposal includes the required five units of affordable housing. Mr.
Brown is seeking a variance from the IHO by offering the units at 80% AMI. Staff requested Mr. Brown consider incorporating additional affordable units above the 20% requirement. These additional four units, proposed to be funded with $1 million from the City’s Affordable Housing Fund would also be affordable for householders earning 80% AMI. The City will not commit to funding more than is available in the Affordable Housing Fund (which has a current available balance of $590,000) and this limitation will be included in the developer agreement.

The $1 million request for affordable housing funding was the result of staff asking Mr. Brown to evaluate the impacts of increasing the number of dwelling units in the project. Anticipated was a lower cost per unit resulting from the economies of scale from a larger building. In essence, it was anticipated that the cost to deliver an affordable unit would be reduced with a larger scale building. However, upon further analysis, costs remained the same due to the increased costs associated with delivering a structural steel framed building and the stronger foundation requirements to accommodate steel. The proposed building envelope has changed numerous times, at one point being as tall as seven stories.

The $1 million affordable housing request, according to Mr. Brown, helps deliver the affordable housing units so desired by the City, and further contributes to the social entrepreneurship-anchored development (i.e. Peterson Garden Project).

**Future Considerations**

Two additional funding sources from the City to the tenant will be presented to the City Council at a later date in 2018 or early 2019: (a) CDBG loan to future tenant; and (b) Sales Tax Rebate Agreement. The future tenant, City Grange (Peterson Garden Project), upon successful development of the property, will seek $300,000 in Community Development Block Grant (CDBG) funding to assist in the cost of building out the retail and garden component of the project. The second source of funding is to be rebated sales tax revenue up to $20,000 for a period of five years to offset the cost of operating in the space. The sales tax rebate will be limited to the actual taxes received and distributed by the State of Illinois. Both of the described funding requests are subject to further negotiation and review by the City Council likely in 2018 or early 2019.

**Background**

The property located at 130 Chicago Avenue is composed of three tax parcels. There was a tax lien on the middle of the three PINs Harrington Brown has under contract. With the recent purchase contract, the seller had the tax lien redeemed in exchange for Harrington Brown closing on the purchase no later than August 1. In addition, there is at least one other tax lien purchase outstanding on another tax parcel and Harrington Brown’s contract amendment provides that this is cleared up out of sales proceeds if the project closes Aug 1. Steve Brown owns the property as Chicago Ave Evanston, LLC.
Attachments:
- Resolution 64-R-17
- Project Narrative/Plans
- Staff Howard Ridge TIF Cash Flow/Balance projections – *Summarizing TIF balance based on a low and a high growth projection*
- Project Proforma – *This document provides summary of proposed project income and expenses*
- Project TIF Projections from Developer – *This document summarizes the potential tax revenues generated by the project and considers the impact of other projects within the Howard Ridge TIF*
- City TIF Projection – *This document provides two scenarios based on the Tax Increment level.*
- CityGrange PowerPoint
64-R-17

A RESOLUTION

Authorizing the City Manager to Execute a TIF Forgivable Construction Loan and Development Agreement with Harrington Brown LLC for the Proposed Development of a Mixed Use Building at 100 and 128 Chicago Avenue

WHEREAS, the City of Evanston, Cook County, Illinois (the “City”), is a home-rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, the City previously established the Howard Ridge TIF District (the “Redevelopment Project Area”), and authorized tax increment finance pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as supplemented and amended, including the predecessor Act thereof (the “TIF Act”); and

WHEREAS, the City encourages private development of vacant and underutilized parcels for developments in TIF areas; and

WHEREAS, Harrington Brown LLC, an Illinois limited liability company, seeks to develop a City-owned parcel of land at 100 Chicago Avenue and an adjoining parcel at 128-132 Chicago Avenue (the “Subject Properties”) into a mixed use development with retail and residential units with nine affordable units on site; and

WHEREAS, the City wants to support the mixed use development of the underutilized parcels with allocation of TIF funds and Affordable House Funds, as outlined in the attached TIF Forgivable Construction Loan and Development Agreement; and

WHEREAS, the City authorizes an expenditure of up to One Million Nine Hundred Fifty-Nine Thousand Nine Hundred Forty-Six and no/100 Dollars ($1,959,946.00) in
the form of a forgivable loan to Harrington Brown LLC to cover a portion of the expected project budget, for purposes of project financial assistance to cover some of the Project costs,

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

SECTION 1: The City Manager is hereby authorized and directed to execute a TIF Forgivable Construction Loan and Development Agreement ("Agreement") between the City and Harrington Brown, LLC, attached hereto as Exhibit "1" and incorporated herein by reference is the Agreement.

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 64-R-17 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 1

TIF FORIGVABLE CONSTRUCTION LOAN AND DEVELOPMENT AGREEMENT
TIF FORGIVABLE CONSTRUCTION LOAN AND DEVELOPMENT AGREEMENT

This TIF Forgivable Construction Loan and Development Agreement (the “Agreement”), is entered into by and between THE CITY OF EVANSTON, an Illinois municipal corporation (“City” or “Lender”) and HARRINGTON BROWN, LLC, an Illinois limited liability company (“Developer” or “Borrower”) and effective as of the last date executed on the signature page:

RECITALS

WHEREAS, it has been determined by Lender that a unique economic development opportunity exists which warrants funding to Borrower from the Howard Ridge Tax Increment Financing District in the City of Evanston, IL (“Howard Ridge TIF”); and

WHEREAS, the Borrower requested funding through the Howard Ridge TIF to cover costs of a proposed development to be located at 100 and 128-132 Chicago Avenue, Evanston, IL 60202 (“Subject Property”) in order to meet the construction costs and certain other costs for the planned development at the Subject Property, which will consist of a new five-story mixed-use building containing approximately 4,500 square feet of interior ground floor commercial space, 7,500 square feet of exterior ground floor commercial space and 24 dwelling units on floors 2-4, including 9 units that are affordable to households earning 80% of area median income (“AMI”) or less (“Project”); and

WHEREAS, the City seeks to support the development of the long vacant or underutilized parcels comprising the Subject Property that serve as a gateway to the City of Evanston with TIF funds, and

WHEREAS, the Lender has authorized an expenditure of up to One Million Nine Hundred Fifty-Nine Thousand Nine Hundred Forty-Six and no/100 Dollars ($1,959,946.00) for a forgivable loan to the Borrower to cover a portion of the expected project budget, under such terms and conditions as may be prescribed by the Lender below, for purposes of project financial assistance to cover some of the Project costs; and

WHEREAS, the City Council has authorized additional support of the Project through its Affordable Housing Fund; and

WHEREAS, the City Council has approved Borrower for participation in this Agreement and the forgivable loan and other City assistance provided for by this Agreement, pursuant to its authority as a home rule municipality and under the Act (as hereinafter defined) and subject to the terms and conditions of the TIF Guidelines and this Agreement,

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

A. DEFINITIONS

The following terms shall have the following meanings whenever used in this Agreement, except where the context clearly indicates otherwise. Any ambiguity as to the intended meaning or scope of the terms set forth below will be resolved solely by the City through its designated representative.

1. “Borrower” means the company, Harrington Brown LLC or a single-purpose entity established by Developer to develop the Project, applying for funding for redevelopment of the Subject Property and determined eligible to participate in this Agreement, or one of its affiliates or transferees as permitted in Section C(2), below.

2. “Commencement Date” means the date on which Lender makes the first reimbursement payment to Borrower in accordance with the schedule set forth in Section D(3).

3. “Completion Date” means the date that the contractor has finished the Project pursuant to the building permit issued by the City, and to the satisfaction of Borrower, as evidenced by final payment to the contractor from the owner of the Subject Property (the “Property Owner”) and the issuance of a certificate of substantial completion issued by the architect for the Project to the Property Owner.

4. “Director” means the City’s Assistant City Manager and Chief Financial Officer, Martin Lyons, who is responsible for managing and administering this Agreement on behalf of the City.

5. “Loan” means the total amount of the funds from the Howard Ridge TIF loaned to Borrower for purposes of funding TIF Eligible Expenses for the Project, which shall not exceed One Million Nine Hundred Fifty-Nine Thousand Nine Hundred Forty-Six and no/100 Dollars ($1,959,946.00), the amount approved by City Council Resolution 64-R-17.

6. “Loan Term” means how long the Loan exists under this Agreement, which is ten (10) years in this Agreement.

7. “Project” means the improvements to be completed on the Property as proposed by Borrower and defined in the Recitals hereto.

8. “Subject Property” means the real property at 100 and 128-132 Chicago Avenue, Evanston, IL 60202 which is under contract to be purchased by Borrower, currently a vacant parcel with a single-story automotive repair business formerly located on the site and a surface parking lot. The Property is located within the City of Evanston and is legally described on Exhibit “A”, which is attached hereto and incorporated herein by reference.
9. “TIF Guidelines” means the statute and associated regulations found in the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq. All terms not defined herein shall have the meanings ascribed thereto in the TIF Guidelines.

10. “TIF Eligible Expenses” means Project expenses; including but not limited to redevelopment project costs, determined to be eligible for reimbursement from TIF funds by the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq. (the “Act”), which shall include at a minimum those expenses identified on Exhibit D hereof.

11. “Total Allowable Expenses” means the total actual costs incurred, and documented by Borrower and/or Property Owner and subsequently approved by the Director or his designee for the costs associated with the performance of the work required by the plans and specifications and/or architectural/design renderings for the Project or the acquisition and installation of furniture, fixtures and equipment (“FF&E”) in the Project. Such allowable expenses that are reimbursed pursuant to this Agreement from funds generated by the Howard Ridge TIF must be TIF eligible activities.

12. “Total Project Expenditure” means the total actual Project costs incurred by and paid for by Borrower or Property Owner including the costs of construction, materials, FF&E and supplies. The Total Project Expenditure includes both the Total Allowable Expenses under TIF Guidelines and other remaining costs which are not reimbursable under this Agreement.

B. LOAN

1. **Principal Amount**: Subject to the terms and conditions of the Agreement, the Lender hereby agrees to provide Borrower the principal sum of up to One Million Nine Hundred Fifty-Nine Thousand Nine Hundred Forty-Six and no/100 Dollars ($1,959,946.00) (the “Loan”), to be amortized and forgivable over a period of ten years (one hundred twenty (120) months) calculated on a 365-day calendar and commencing on the Commencement Date (the “Loan Term”), but subject to earlier forgiveness under the circumstances described in Section B(3) below. The Loan Term and reimbursement obligations shall not commence until the City’s issuance of debt necessary to fund this Project has commenced. The City is limited to only reimbursing funds available outside the TIF, and the availability of Loan funds is conditioned on the TIF increment being fully funded. The City shall undertake and diligently pursue the issuance of such debt on a timely basis so that the proceeds of such debt shall be available to the City for reimbursement when the other conditions to reimbursement set out in Section D(1) have been satisfied.

2. **Interest Rate**: Interest will accrue from the Last Date of Reimbursement of the Loan funds at the rate of LIBOR per annum on the unpaid balance. As used herein, “LIBOR” shall mean the 30-day LIBOR rate quoted in the most recently published edition of The Wall Street Journal. If a default occurs and is not cured,
repayment of principal and interest shall commence immediately in accordance with the provisions set forth below. The Loan is not transferable, other than to (i) other members in the Property Owner, (ii) other entities controlled by David R. Brown or (iii) other entities in which David R. Brown is a manager or member.

3. **Amortization Schedule for the Loan**: The outstanding principal balance of the Loan is divided by the total number of years (10) in the Loan Term, and the resulting figure will be the “installment”. The Loan will be forgiven in accordance with the schedule attached as Exhibit B (the “Loan Forgiveness Schedule”).

4. **Guaranty**: To support repayment of the Loan, the Borrower will ensure that a guaranty is provided from Property Owner or from such other entity or person identified by Property Owner and reasonably approved by Lender for completion of construction of the Project (the “Guaranty”), which is attached as Exhibit C and incorporated herein as if fully restated.

C. **CONDITIONS OF FORGIVENESS**

The Loan is conditioned on the completion and satisfaction of each part of this Section C and confirmed by the Director and/or his designee. If Borrower fails to perform any condition fully set forth herein, it shall be considered an Event of Default, defined in Section L. The Conditions of Forgiveness are as follows:

1. **Project Completion:**
   
   a. Borrower must file an application for a planned development or such other zoning relief necessary to allow for the Project to proceed (the “Zoning Approvals”) and follow all of the necessary steps to have the contemplated planned development approved by the City of Evanston. This TIF Funding Agreement does not represent any authorization or approval of the development by the City of Evanston and all procedures set forth within Title 6 of the City of Evanston Code of 2012, as amended, must be followed. Borrower’s obligations hereunder are contingent upon the City of Evanston’s approval of the Zoning Approvals and Borrower receiving all other approvals required for the construction and operation of the Project. The City will cooperate with Borrower’s application for zoning.

   b. Borrower shall develop the Subject Property in conformance with the Zoning Approvals authorized by City Council for the construction and operation of the Project at the Subject Property.

   c. Borrower shall provide documentation that bids for the Project were sought by the Project’s general contractor from no less than three subcontractors for each trade, of which one must be an Evanston-based subcontractor. If an Evanston-based subcontractor is not available to seek bids from based on the scope, scale or special requirements of the Project work, this requirement will be waived upon confirmation from
City staff that bid solicitation to Evanston-based businesses was pursued by the general contractor. Borrower shall select a general contractor for the Project in its sole and absolute discretion.

2. Sale to a Third Party: If the Subject Property is sold at any time during the Loan Term, the remaining portion of the forgivable loan must be repaid to the City or the new owner must assume the obligations under this Agreement. The Borrower must receive the consent of the City of Evanston for such a sale during the Loan Term only, which consent shall not be unreasonably conditioned or withheld.

3. Taxable Uses Only: Borrower warrants that it will not allow the Property Owner to lease to, or otherwise allow any religious, charitable or other entity which is entitled to an exemption from real property taxes to occupy the commercial portions of the Subject Property until the Howard Ridge TIF expires.

D. TERMS OF REIMBURSEMENT

1. Reimbursement Payment Requirements: Reimbursement payments shall NOT be paid out until: (a) City Council has approved the Agreement; (b) the Agreement is executed; (c) a building permit for the Project has been issued and (d) the City’s issuance of debt necessary to fund the project has occurred; provided, the City shall be obligated to issue such debt. The Loan is funded through the Howard Ridge TIF District funds only and conditioned on the availability of said TIF funds.

2. Borrower hereby agrees to comply with all terms and conditions of this Agreement and only seek reimbursement of acceptable TIF Eligible Expenses under the Act.

3. Borrower may seek, and Lender shall make payments to Borrower of, reimbursement in milestone amounts not greater than the following scheduled payouts with the total payout issued after the Final Certificate of Occupancy is issued. The milestones are shown as the total after each event listed has occurred.

- Building Permit: $391,989.20 (20%)
- Foundations: $391,989.20 (cumulative 40%)
- Topping Out: $391,989.20 (cumulative 60%)
- Final Certificate of Occupancy Permit: $783,978.40 (100% of Loan is disbursed)

4. Reimbursement requests to the Director or his designee shall contain the following:

   a. Cover letter indicating the total cost of TIF Eligible Expenses for which Borrower is seeking reimbursement and general overview of the Project progress to date;

   b. All contractor invoices detailing the specific tasks completed in accordance with the approved Project;
c. Proof of payment of all invoices for all TIF Eligible Expenses for the Project covered by this Loan; and

d. Unconditional partial lien releases (provided, copies of owner’s sworn statement and/or other evidence of expenditures provided through a construction lending escrow shall be sufficient for purposes of (b) through (d) and Paragraph 5 hereof).

5. Such reimbursement requests shall include proof of payment to all contractors, suppliers, and vendors. Borrower is responsible for all payments to the contractors, materials suppliers, and vendors, and for providing true and correct copies of unconditional lien releases to the City.

6. The Director or his designee will not issue any Reimbursement to the Borrower if there is any material violation of any law, ordinance, code, regulation, or Agreement term. Lastly, Borrower must be current with all City of Evanston accounts prior to any reimbursement.

7. The total amount of the Loan (plus all accrued interest) will be forgiven in accordance with the schedule attached as Exhibit B (“Loan Forgiveness Schedule”) but subject to earlier forgiveness based on Borrower’s incurring TIF-Eligible Expenses and achieving Project milestones as described in Section C(1) above. At the earlier of the end of the Loan Term and the achievement of all milestones set forth in the Loan Forgiveness Schedule and Section C(1) above, the Loan will be deemed forgiven and the balance will be zero and the Guaranty is released.

E. ADDITIONAL CITY FUNDING

The City agrees to pay to Developer $250,000 per additional dwelling unit established on the Subject Property that is affordable to households earning 80% AMI or less in excess of the five required under the City’s Inclusionary Housing Ordinance, up to four additional units ($1,000,000 total affordable housing grant). As a condition to obtaining such affordable housing funding, the City and Developer shall enter into an Affordable Housing Agreement that is subject to further negotiation and approval by the City Council. The parties will cooperate to mutually execute such Affordable Housing Agreement prior to completion of the Project. This funding is contingent on the availability of affordable housing funds to the Developer.

F. BORROWER’S RESPONSIBILITIES

1. The Borrower shall cause the Property Owner to obtain and submit all required certificates of insurance, as set forth herein, to the Director or his designee upon execution of this Agreement and prior to City’s execution.

2. The Borrower shall be responsible for causing the Property Owner to hire a licensed general contractor to complete the Project. The Director or his designee
may require submission of proof of the State License issued to the selected general contractor.

3. The Borrower is responsible for contacting the appropriate City departments to arrange for obtaining all necessary approvals and/or permits required for construction and completion of the Project.

4. The Borrower is responsible for managing, monitoring, and scheduling the construction of the Project and ensuring its compliance with all applicable federal, State, and local laws and regulations.

5. Borrower shall during the Term, and for a period of 2 years following the expiration of the Term, 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 Borrower or Property Owner, 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 Borrower is found to have been overstated, Borrower 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.

6. The Borrower shall be fully responsible for ensuring that all invoices from the contractors, suppliers, vendors and/or other third parties are paid and shall only seek reimbursement after payment has been disbursed by Borrower or Property Owner to the applicable party.

F. THE CITY’S RESPONSIBILITIES

1. Within a commercially reasonable time after Borrower submits a request for a Reimbursement, the City will review the information provided by Borrower under Section D.

2. Director or his designee shall review Borrower’s request and accompanying documents for a Reimbursement Payment. If Borrower meets all its terms, conditions, and obligations under this Agreement and the TIF Guidelines, the Director or his designee shall issue the Payment in installments up to the total amount of the Loan in accordance with the Local Government Prompt Payment Act, after City’s receipt of the documentation submitted by Borrower in Section D(4).

3. The City will not object to Borrower or the Property Owner appealing the real estate property taxes on the Property. However, if the property taxes are appealed to a level that will result in an incremental property tax amount that would result in an inability to make debt service payments for the debt issued to fund this
portion of the Project, the Borrower would be required to step into the shoes of the City and make debt service payments on the City’s behalf.

G. INSURANCE [NOTE: UNDER REVIEW BY BORROWER’S INSURANCE AGENT]

1. During the entire period in which work on the Project is performed until termination of this Agreement, the Borrower shall cause to be obtained and maintained in full force and effect during said period the following insurance policies: Comprehensive General Liability Insurance in a general aggregate amount of not less than $1,000,000, $1,000,000 Products and Completed Operations Aggregate, and $1,000,000 each occurrence.

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

3. Borrower shall provide evidence of required insurance to the Director before execution of this Agreement. Borrower shall cause the Property Owner to name the City as an additional insured for the Loan Term.

H. OBLIGATION TO REFRAIN FROM DISCRIMINATION

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

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

3. That, in all solicitations or advertisements for employees placed by it or 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.

I. NO AGENCY CREATED

The Borrower and any contractor, supplier, vendor or any third party hired by Borrower to complete the Project are not agents or create any employment relationship with the City.

J. INDEMNIFICATION AND HOLD HARMLESS
Borrower shall defend, indemnify and hold harmless 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 without limitation 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 Borrower or the Property Owner or their respective employees and agents related to the Subject Property 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 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. Borrower 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 City and employees and agents, including without limitation the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq. At the City Corporation Counsel’s option, Borrower 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 Borrower of any of its obligations under this Agreement. Any settlement of any claim or suit related to activities conducted under this Project by Borrower 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. No member, official, agent, legal counsel or employee of the City shall be personally liable to the Borrower or Property Owner, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Borrower or Property Owner, or successor or on any obligation under the terms of this Agreement.

K. COMPLIANCE WITH LAW

The Borrower agrees to comply, and shall cause the Property Owner to comply, with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities, pertaining to the development and use of the Subject Property, construction of the Project, ongoing operations conducted on the Property, and use of Loan funds. In addition, 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 Borrower’s or Property Owner’s control, the Borrower 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 Borrower 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 Borrower shall indemnify and defend the City from and against all claims arising from the City’s exceptions to disclosing certain records which the Borrower 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.  DEFAULT; REMEDIES; DISPUTE RESOLUTION

1. Notice of Default: In the event of failure by either party hereto substantially to perform any material term or provision of this Agreement, including but not limited to conditions contained in Sections C and D, the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required by Section N hereof identifying with specificity the nature of the alleged default and the manner in which said default may be satisfactorily be cured.

2. Cure of Default: Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy such default within a 15-day period, and shall continuously and diligently prosecute such cure, correction or remedy to completion.

3. City Remedies not Exclusive; Repayment of Pro Rata Share of Loan: If an Event of Default occurs, which Borrower has not cured within the timeframe set forth in subparagraph 2 above, the City, at its option, may terminate this Agreement and/or may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement. In the event of a Default by Borrower that occurs after the City has disbursed in whole or in part the Loan funds, the “Pro Rata Repayment Amount” and interest, at the rate of LIBOR + 1% per annum shall be due and payable within 30 days of Default. The amount due and owing following an Event of Default, which is not cured by Borrower, shall be calculated according to the Date of Default and the amount outstanding from the Loan Forgiveness Schedule, outlined in Exhibit B. All payments shall be first credited to accrued interest, next to attorney’s fees and costs which may be owing from time to time, and then to principal. Payments shall be made to City at the address set forth in Section N herein or at such other address as City may direct pursuant to notice delivered to Borrower in accordance with Section N.

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

M.  TERMINATION

If Borrower shall fail to cure any Event of Default upon notice and within the time for cure provided for in Section L above, the City may, by written notice to the Borrower, terminate this Agreement. Such termination shall trigger the repayment of the “Pro Rata Repayment Amount” and interest, at the rate of LIBOR + 1% per annum.
Amount” as defined in Section L above. Borrower may not terminate this Agreement without the express written consent of City.

N. NOTICES

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

If to the Lender: City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: Wally Bobkiewicz, City Manager

With a copy to: City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: W. Grant Farrar, Corporation Counsel

If to the Borrower: Harrington Brown, LLC
4256 N. Ravenswood Ave. #109
Chicago, IL 60613
Attn: David Brown

With a copy to: DLA Piper
444 W. Lake Street, Suite 900
Chicago, IL 60606
Attn: Paul Shadle & Katie Jahnke Dale

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

O. APPLICABLE LAW

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

P. ATTORNEY’S FEES

In the event that a party commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by the other party, or arising out of a breach of this Agreement by the other party, each party to bear its own attorney’s fees and costs.
Q.  SURVIVAL OF TERMS, BINDING UPON SUCCESSORS

The covenants, terms, conditions, representations, warranties, Agreements and undertakings set forth in this Agreement (and specifically including, without limitation, those covenants, terms, conditions, representations, warranties, agreements and undertakings which survive the termination of this Agreement) shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

R.  CONFLICT OF INTEREST

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

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

S.  BINDING EFFECT

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

T.  AUTHORITY TO SIGN

David R. Brown hereby represents that he executes this Agreement on behalf of Borrower and has the full authority to do so and to bind Borrower to perform pursuant to the terms and conditions of this Agreement.

U.  COUNTERPARTS

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

V.  ENTIRE AGREEMENT AND SEVERABILITY

1. This Agreement and the Exhibits and references incorporated into this Agreement express all understandings of the parties concerning the matters covered in this Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. The Agreement may be amended from time to time with the written consent of the Parties hereto.

2. If any provision, condition, covenant or other clause, sentence or phrase of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised and the invalidity thereof shall not affect any other
provision, condition, covenant or other clause, sentence or phrase contained herein. Notwithstanding the foregoing, if any such invalid provision goes to the essence of this Agreement so that the purposes of the Agreement cannot be fulfilled, then this Agreement shall terminate as of the date of such judgment.

W. NO WAIVER

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

X. FORCE MAJEURE

Performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, restrictive governmental laws and regulations, epidemics, quarantine restrictions, freight embargoes, lack of transportation or labor and material shortages. An extension of time for any such cause shall be for the period of the delay, which period shall commence to run from the time of the commencement of the cause, provided that written notice by the party claiming such extension is sent to the other party not more than thirty (30) days after the commencement of the cause or not more than thirty (30) days after the party claiming such extension could have first reasonably recognized the commencement of the cause, whichever is later.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

OWNER:

HARRINGTON BROWN, LLC
an Illinois limited liability company

By: ____________________________
David R. Brown
Its Manager

CITY:

THE CITY OF EVANSTON, ILLINOIS

By: ____________________________
Wally Bobkiewicz
Its City Manager
STATE OF _______ )
COUNTY OF ________ ) SS.

I, ______________________________________, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David R. Brown, in his capacity as manager of Harrington Brown, LLC personally known to me to be the same person whose name is subscribed to the foregoing instrument as such president, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of ________________, 2017.

My Commission Expires:

____________________________________

STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

I, ______________________, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wally Bobkiewicz, as City Manager of the City of Evanston, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Wally Bobkiewicz, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said municipality, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of ________________, 2017.

My Commission Expires:

____________________________________
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY


Real property address: 100 North Chicago Avenue, Evanston, IL 60202

PINs: 11-30-212-007-0000 and 11-30-212-008-0000

128-132 Chicago Avenue Parcels: [TO BE INSERTED]
**EXHIBIT B**

**LOAN FORGIVENESS SCHEDULE**

Principal Balance: $1,959,496

<table>
<thead>
<tr>
<th>Loan Term (Forgiveness Commences on Last Date of Reimbursement)</th>
<th>Total Forgiveness Amount of Principal Loan Balance Plus Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>End of Year 2</td>
<td>20% ($391,989)</td>
</tr>
<tr>
<td>End of Year 4</td>
<td>40% ($783,978)</td>
</tr>
<tr>
<td>End of Year 6</td>
<td>60% ($1,175,967)</td>
</tr>
<tr>
<td>End of Year 8</td>
<td>80% ($1,567,956)</td>
</tr>
<tr>
<td>End of Year 10</td>
<td>100% ($1,959,496)</td>
</tr>
</tbody>
</table>
EXHIBIT C

PERFORMANCE AND COMPLETION GUARANTY

Borrower: [Developer Entity]  Lender: City of Evanston

Guarantor: Harrington Brown LLC  Principal Amount: $1,959,946

Loan Term: 10 years (120 months)

Project: Construction of Project at 100 and 128-132 Chicago Avenue, Evanston, Illinois, as provided in the Agreement

Guaranty Term: 10 Years

PERFORMANCE AND COMPLETION GUARANTY. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees completion of the Project provided for by that certain TIF Forgivable Construction Loan and Development Agreement (the “Agreement”) by and between Borrower and Lender dated ______, 2017 (the “Guaranteed Obligations”). This Guaranty is an absolute and unconditional guaranty of performance and not of collection. This Guaranty creates a direct and primary obligation to the Lender on the part of the Guarantor. Without limiting the generality of the foregoing, the Guarantors’ obligations hereunder may be enforced with or without joinder of the Borrower and without proceeding against the Borrower, any other Guarantors or against any collateral held by the Lender.

INDEBTEDNESS. The word “‘Indebtedness” as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys’ fees, arising from Borrower’s obligations under the Agreement.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until end of the tenth year (120th month) of the Loan, subject to the Loan Forgiveness Schedule set forth in the Agreement. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor’s written notice of revocation must be mailed to Lender; by certified mail, at Lender’s address provided in accordance with the Agreement. This Guaranty shall bind Guarantor’s estate as to the Indebtedness created both before and after Guarantor’s death or incapacity, regardless of Lander’s actual notice of Guarantor’s death. Subject to the foregoing, Guarantor’s, executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the ability of Guarantor under this guaranty.

GUARANTOR’S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof upon written notice to Guarantor by Lender, without

Exhibit C - 2
lessening Guarantor’s liability under this Guaranty, from time to time (A) to take and hold security for the performance of this Guaranty, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (B) to determine how, when and what application of payments and credits shall be made on the Indebtedness; and (C) to apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine;

GUARANTOR’S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) Guarantor has full power, right and authority to enter into this Guaranty; (C) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (D) upon Lender’s request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided Lender is and will be, true and correct in all material respects and fairly present Guarantor’s financial condition as of the dates the financial information is provided; (E) no material adverse change has occurred in Guarantor’s financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor’s financial condition; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower’s financial condition. Guarantor agrees to keep Lender adequately informed from any relevant facts, events, or circumstances which might in any way affect Guarantor’s risks under this Guaranty.

GUARANTOR’S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; and (C) to pursue any other remedy within Lender’s power;

SUBORDINATION OF BORROWER DEBTS TO GUARANTOR. Guarantor agrees that the indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon an account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender completion of the Project as provided hereunder.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:
Amendments. This Guaranty together with the Agreement, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by both parties.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor’s attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor’s intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender’s attorneys’ fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words “Borrower” and “Guarantor” respectively shall mean all and anyone or more of them. The words “Guarantor,” “Borrower,” and “Lender” include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If anyone or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by tele-facsimile (unless, otherwise required by law) when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled “DURATION OF GUARANTY.” Any party may change its address for notices under this Guaranty by
giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party’s address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor’s current address.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender’s right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender’s rights or of any of Guarantor’s obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any Instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Guaranty on transfer of Guarantor’s interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word “Borrower” means [DEVELOPER ENTITY] and its successors and assigns.

**GAAP.** The word “GAAP” means generally accepted accounting principles.

**Guarantor.** The word “Guarantor” means David Brown, and its successors and assigns.

**Guaranty.** The word “Guaranty” means this guaranty from Guarantor to Lender.

**Indebtedness.** The word “Indebtedness” means Borrower’s indebtedness to Lender as more particularly described in this Guaranty.

**Lender.** The word “Lender” means City of Evanston, and its successors and assigns.

**Note.** The word “Note” means and includes without limitation all of Borrower’s promissory notes and/or credit agreements evidencing Borrower’s loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, substitutions for promissory notes or credit agreements.
Related Documents. The words “Related Documents” mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS, IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO THE LENDER UNDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED “DURATION OF GUARANTY”, NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE, THIS GUARANTY IS DATED ________________, 2017.

GUARANTOR:

David Brown

By: ___________________________
## EXHIBIT D
### TIF ELIGIBLE COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Acquisition</td>
<td>$540,000</td>
</tr>
<tr>
<td>Pre-Development Expenses and Due Diligence</td>
<td>$75,000</td>
</tr>
<tr>
<td>Environmental Remediation</td>
<td>$230,000</td>
</tr>
<tr>
<td>Site Work</td>
<td>$250,000</td>
</tr>
<tr>
<td>Affordable Housing (50%)</td>
<td>$556,875</td>
</tr>
<tr>
<td>Professional and Legal Services</td>
<td>$896,366</td>
</tr>
<tr>
<td>Other Soft Costs and Financing Costs</td>
<td>$262,863</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,811,104</strong></td>
</tr>
</tbody>
</table>
NW Corner of Howard and Chicago
Our Effort to Transform the Site

Introduction

- Collaborative Effort to Create a Destination at the Gateway to Evanston
- Harrington Brown looks to Facilitate Unique Projects that Promote the Best Principles of Good Urban Planning
- This Proposal is not about a Typical Mixed Use Development
- Harrington Brown was Brought in by Peterson Garden Project with an Idea
- Status of Property Acquisition, Design and Feasibility
- Design Changes and Reduction in Request for Municipal Assistance

276 of 471
Benefits

• Attract “City Grange” as a sustainable and successful destination business that will be nationally recognized as a case study
• Clean up and beautify a long underutilized and troubled site
• Incorporate affordable rental apartments on-site
• Allow the destination to create positive energy, jobs and tax revenue
The New Gateway to Evanston
Nation's First Education-Based Garden Center
Creating a Vibrant Corner
Site Plan
## Updated Financial Summary

### 130 Chicago Avenue - Evanston, IL

#### Project Financial Underwriting

Comparison of Changes Made since Presentation to the City Economic Development Committee

<table>
<thead>
<tr>
<th></th>
<th>Presentation to Econ Dev Committee</th>
<th>Updated/Revised for City Council Meeting</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>June 28, 2017</td>
<td>July 24, 2017</td>
<td></td>
</tr>
<tr>
<td>Building Stories</td>
<td>7</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Total Project Budget</td>
<td>$8,395,921</td>
<td>$7,839,786</td>
<td>$ (556,135)</td>
</tr>
<tr>
<td>Apartment Units</td>
<td>30</td>
<td>24</td>
<td>$ (6)</td>
</tr>
<tr>
<td></td>
<td>Subsidized to % of AMI</td>
<td>80%</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Affordable Units on Site</td>
<td>10</td>
<td>$ (1)</td>
</tr>
<tr>
<td>Affordable Housing Grant Request</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>$ -</td>
</tr>
<tr>
<td>TIF Request</td>
<td>$1,734,000</td>
<td>$1,959,946</td>
<td>$ 225,946</td>
</tr>
<tr>
<td>City Lot Land Acquisition Price</td>
<td>$240,000</td>
<td>$1</td>
<td>$ (239,999)</td>
</tr>
<tr>
<td>Economic Development Fund Request</td>
<td>$500,000</td>
<td>$ -</td>
<td>$ (500,000)</td>
</tr>
<tr>
<td>Retail Sales Tax Rebate for Social Enterprise</td>
<td>1% per year</td>
<td>1% per year</td>
<td>$ -</td>
</tr>
<tr>
<td>City/CDBG Job Creation Grant for Social Enterprise</td>
<td>$30,000 per FTE</td>
<td>$30,000 per FTE</td>
<td>$ -</td>
</tr>
<tr>
<td>Total Net Change in Request for Municipal Assistance</td>
<td></td>
<td>$ (514,053)</td>
<td></td>
</tr>
</tbody>
</table>
## Construction Budget

### Construction Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost PSF</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Acquisition - North Parcel</td>
<td>$300,000</td>
<td>$300,000</td>
</tr>
<tr>
<td>Land Acquisition - City Lot</td>
<td>$240,000</td>
<td>$240,000 w parking</td>
</tr>
<tr>
<td>Due Diligence and Closing Costs</td>
<td>$75,000</td>
<td>$75,000</td>
</tr>
<tr>
<td>Environmental Studies and Remediation on 130 Chicago Ave</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Pioneer Estimate for City Lot Tank Removal and Remediaion</td>
<td>$130,000</td>
<td>Updated as per testing on Jun 9-12, 2017</td>
</tr>
<tr>
<td>Demolition of Existing Structure</td>
<td>$60,000</td>
<td>$60,000</td>
</tr>
<tr>
<td>Sitework and Landscaping</td>
<td>$75,000</td>
<td>$75,000</td>
</tr>
<tr>
<td>MWRD water retention solutions</td>
<td>$175,000</td>
<td>$175,000 In addition to base costs for surface parking, garden yard and site work</td>
</tr>
<tr>
<td>Compliance with Green Bldg Ord and LEED</td>
<td>$175,000</td>
<td>FYI = $6.60 psf apt+retail</td>
</tr>
<tr>
<td>Additional Cost of Deep Foundation/Piers</td>
<td>$100,000</td>
<td>FYI = $3.77 psf apt+retail</td>
</tr>
<tr>
<td>Parking (Underground or Surface)</td>
<td>$90.00</td>
<td>#DIV/0! per space</td>
</tr>
<tr>
<td>Parking (Underground or Surface)</td>
<td>$15.00</td>
<td>116,758 per space</td>
</tr>
<tr>
<td>City Grange (Developer Costs Only):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freight Elevator to Parking Area</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outdoor Yard</td>
<td>$15.00</td>
<td>105,000 Surface, Drainage and Fencing</td>
</tr>
<tr>
<td>Indoor Garden Retail Space</td>
<td>$80.00</td>
<td>360,000 Warm Dark Shell - Tenant to Pay for Buildout</td>
</tr>
<tr>
<td>Event Space</td>
<td>$160.00</td>
<td>Basic Finish but with concrete slab floor and floor drains</td>
</tr>
<tr>
<td>2nd Fl Rooftop Space for City Grange</td>
<td>$35.00</td>
<td></td>
</tr>
<tr>
<td>Apartments (some items usually incl in Hard Costs)</td>
<td>$135.00</td>
<td>2,970,000 24 units</td>
</tr>
<tr>
<td>Grossed Up SF for Common Areas/Corridors</td>
<td>$135.00</td>
<td>1,120,500 included in number for space sf</td>
</tr>
<tr>
<td>Building Rooftop Terrace for Amenity Space</td>
<td>$40.00</td>
<td>decking, elevator room and railings No</td>
</tr>
<tr>
<td>Market Retail</td>
<td>$155.00</td>
<td></td>
</tr>
<tr>
<td>20.00% add-on</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition and Hard Costs</td>
<td>$145.99</td>
<td>$6,102,258 $175.35 psf apt+retail</td>
</tr>
<tr>
<td>Total Acquisition and Hard Costs</td>
<td></td>
<td>$159.84 psf Total Hard Costs without land</td>
</tr>
<tr>
<td>Architecture, Structural, Mechanical</td>
<td>5.00%</td>
<td>$262,863</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td></td>
<td>$45,000</td>
</tr>
<tr>
<td>General Contractor/Construction Management</td>
<td>6.00%</td>
<td>$315,435 $11.90 psf apts+retail</td>
</tr>
<tr>
<td>General Conditions</td>
<td>6.00%</td>
<td>$315,435 $11.90 psf apts+retail increased on 6.15.2017</td>
</tr>
<tr>
<td>Other Soft Costs (including loan interest)</td>
<td>5.00%</td>
<td>$262,863</td>
</tr>
<tr>
<td>Development Fee to Harrington Brown</td>
<td>3.00%</td>
<td>$183,068 reduced on 6.15.2017</td>
</tr>
<tr>
<td>Zoning Attorney (DLA Piper)</td>
<td></td>
<td>$55,000</td>
</tr>
<tr>
<td>TIF/Incentives Consultant (Laube)</td>
<td></td>
<td>$35,000</td>
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<td>$262,863 $175.35 psf apt+retail Soft Costs 22%</td>
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<tr>
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<td>$187.55</td>
<td>$7,839,786 $225.28 psf apts+retail</td>
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### Project Summary

#### Summary of Program:
- **Underground Parking Garage Constructed?** No
- **City Lot Acquisition with Requirement for Parking?** No
- **Number of Apartment Units** 24
- **Affordable Rental Units On-Site** 9
- **Total Number of Parking Spots Constructed On-Site** 30

#### Summary of Ground Floor/Site Allocation

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<th>Value</th>
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<td>City Grange Yard</td>
<td>7,000 sf</td>
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<tr>
<td>Market Retail for Rent</td>
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<tr>
<td>Surface Parking/Circulation</td>
<td>7,800 sf</td>
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<tr>
<td>Other Site Functions/Support</td>
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**Total and % of Site**

- Total: 25,300 sf
- %: 97.6%

#### City Grange (Social Enterprise):
**Indoor**
- Garden Retail Space, Storage and Office: 4,500 sf
- Classrooms/Education: included below in event space
- Event Space (and classrooms): - NO

**Outdoor**
- Plant Yard/Outdoor Selling: 7,000 sf
- Rooftop Selling Space: - sf
- Rooftop Event Space: included above

**TOTAL Space for City Grange** 11,500 sf

#### Underground Parking
- **Full Site**: 25,935 sf
- **Underground Spaces Built?** No

#### Surface Parking
- **Total Surface Spaces in North Lot of these - allocated to City Grange**: 30 OR 12
- **City Public Spots Required to be Provided** 0
- **Relocated on site or street from City Lot** 0
- **Metered Spots to be Created on Chicago Ave** 10
- **City Spots to be reserved on-site** 0
- **On-Site Spots Allocated to City Grange** 10
- **Plus meter spots on street and loading at north** 0
- **Spots Available for Residential Reserved**: 20
- **0.83 per apartment**

**TOTAL PARKING CONSTRUCTED ON SITE**: 30 7,784 square feet
## Schedule of Apartments

### Apartments and Rent Schedule

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<th>Floor</th>
<th>Apartment Size (sf)</th>
<th>Rent (psf)</th>
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**Gross and Averages**

- Total Units: 24
- Rent PSF Unit Increase Per Floor: $0.02
- Starting with 2nd Floor

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- 5,500
- 917
- 20.8%
- 16.7%
- 37.5%
The proposed project at 130 Chicago Avenue is a collaborative effort between LaManda Joy, Founder of the non-profit organization, Peterson Garden Project (“PGP”) and David Brown, President of local developer Harrington Brown LLC. This mixed-use development will create the nation’s first education-based home and garden lifestyle center and retail space, rejuvenating the northwest corner of Howard Street and Chicago Avenue as the new “Gateway to Evanston.” The outdoor garden center, classrooms and food/retail space will be a for-profit social enterprise, anchoring a destination on Howard Street that will also include 30 rental apartments (1BR and 2BR units) in a seven-story structure. We hope that the financial feasibility of the project allows us to create a usable green roof deck. The surface parking lot at the north will have capacity for 37 cars, 23 of which will be controlled and metered by the City of Evanston and available for retail customers. The rest would be allocated to residents. The garden center and food/retail space will become a major employer of youth, veterans and others to fulfill their educational mission and cater to the large market opportunity for urban gardening and a more environmentally sustainable lifestyle. This project will be entirely consistent with the City of Evanston’s “long-standing leadership in sustainability and its mission of creating the most livable city in America.”

Harrington Brown is under contract to purchase the land at 126-130 Chicago Avenue from the long-time property owner and is in the process of concluding physical, environmental and financial due diligence. As the site was previously used as an auto body repair shop and gas station, there are significant environmental contamination issues that need to be addressed. The development contemplates adding the City of Evanston parking lot to the project and incorporating the existing 23 permit/meter spaces into a surface parking lot situated at the north of the combined site. With the start-up social enterprise garden center being the largest component of the development, in order for the project to be financially feasible, and to secure equity and debt financing we are looking forward to learning more about various municipal incentives that are available, including TIF, affordable housing funding, sales tax rebates, employment creation grants, zoning relief, on-street parking with bike lanes, etc.
Model of previous 5-story version of building at south end of site
### Unit Mix + Area Analysis

**Project Name:** City Grange

**Based on 2017 City of Evanston B1-B3 Regulations**

**Project Location:** 130 Chicago Ave, Evanston, IL Lot Area: 25,683

**Date:** 16 Jun 2017

### Residential Parking / Loading

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<td>5</td>
<td>3,754</td>
<td>5,200</td>
<td></td>
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</table>

**Subtotals:**
- 6 subtotals: 30 total units, 1,231 sq ft
- Average unit size: 751 sq ft
- Typ. flr. efficiency: 72.19%
- Overall efficiency: 76.17%

**Loading / Accessory Parking / Non-Accessory Parking**

### Crosscheck

- **Ground floor amenities:**
  - Roof deck (exterior) square footage: 1,373 sq ft
  - Loading berths for Multi-Family: 1 short berth required for 30,000-100,000 sq ft (10'x35')

- **Green roof area for building:** 4,391 sq ft

- **Percentage of green roof:** 84%

**Notes:**
- *Car parking per dwelling units: 1BR=1.25 cars per d.u., 2BR=2.5 cars per d.u.*
- **Loading berths for Multi-Family:** 1 short berth required for 30,000-100,000 sq ft (10'x35')

### Summary

- **Total GSF:** 37,500 sq ft
- **GSF attributable to FAR area:** 37,500 sq ft

---

**Page 1 of 1**
<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Beginning Balance</th>
<th>Revenues</th>
<th>Expenditures</th>
<th>Fund Recap</th>
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<td>-</td>
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</table>

[Column 2] FY16 uses audited numbers from CAFR
[Column 3] Baseline increment projections assume that no new projects are developed in the TIF district and that increment only grows by 10% for triennial reassessment.
[Column 4] Development Increment is shown in column E(14) per developer calculation and assuming same triennial increase thereafter.
[Column 5] Misc Revenue includes rent and interest income
[Column 6] bond Proceeds assume $1.7 million for Howard Street Theaer and $2.3 million for 130 Chicago
[Column 7] Shows hypothetical public improvement projects such as streetscape.
[Column 8] Shows Debt Service payment for two bond issues.
[Column 9A] Shows development agreement costs for 415 Howard and 130 Chicago as well as construction costs for Howard Street Theater
[Column 9B] shows loan repayment back to Economic Development/General Fund which ends in 2018 with sale of land.
[Column 10] Shows tax expenses and payoff of loan to Economic Development/General Fund.
[Column 11] Transfers to the general fund are for TIF administrative costs and are from the 2017 Budget. Transfers beyond FY17 are assumed to increase by the baseline increment level change.
## 130 Chicago High Increment Projection

### Cash Flow Projections: Growth Scenario

**TIF #5 - Howard/Ridge**

### REVENUES

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<th>Baseline Increment</th>
<th>Potential Increment</th>
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<td>(200,000)</td>
<td>(60,000)</td>
<td>(4,382,896)</td>
</tr>
<tr>
<td>FY19</td>
<td>(155,600)</td>
<td>(340,153)</td>
<td>(46,500)</td>
<td>(20,000)</td>
<td>(60,000)</td>
<td>(622,253)</td>
</tr>
<tr>
<td>FY20</td>
<td>(155,600)</td>
<td>(224,895)</td>
<td>(46,500)</td>
<td>(20,000)</td>
<td>(60,000)</td>
<td>(512,995)</td>
</tr>
<tr>
<td>FY21</td>
<td>(575,600)</td>
<td>(140,559)</td>
<td>(20,000)</td>
<td>(60,000)</td>
<td>(66,000)</td>
<td>(802,159)</td>
</tr>
<tr>
<td>FY22</td>
<td>(578,800)</td>
<td>(56,224)</td>
<td>(20,000)</td>
<td>(72,600)</td>
<td>(66,000)</td>
<td>(721,024)</td>
</tr>
<tr>
<td>FY23</td>
<td>(576,200)</td>
<td>-</td>
<td>(20,000)</td>
<td>(72,600)</td>
<td>(20,000)</td>
<td>(668,800)</td>
</tr>
<tr>
<td>FY24</td>
<td>(578,000)</td>
<td>-</td>
<td>(20,000)</td>
<td>(72,600)</td>
<td>(20,000)</td>
<td>(670,600)</td>
</tr>
<tr>
<td>FY25</td>
<td>(579,000)</td>
<td>-</td>
<td>(20,000)</td>
<td>(72,600)</td>
<td>(20,000)</td>
<td>(671,600)</td>
</tr>
<tr>
<td>FY26</td>
<td>(579,000)</td>
<td>-</td>
<td>(20,000)</td>
<td>(79,860)</td>
<td>(20,000)</td>
<td>(678,860)</td>
</tr>
<tr>
<td>FY27</td>
<td>(578,600)</td>
<td>-</td>
<td>(20,000)</td>
<td>(79,860)</td>
<td>(20,000)</td>
<td>(678,460)</td>
</tr>
<tr>
<td>FY28</td>
<td>(577,200)</td>
<td>-</td>
<td>(20,000)</td>
<td>(79,860)</td>
<td>(20,000)</td>
<td>(677,060)</td>
</tr>
<tr>
<td>TOTAL</td>
<td>x</td>
<td>$5,116,430</td>
<td>$5,895,535</td>
<td>$234,500</td>
<td>$557,513</td>
<td>$895,380</td>
</tr>
</tbody>
</table>

### FUND RECAP

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Capital Proceeds</th>
<th>Debt Proceeds</th>
<th>Economic Development Proceeds</th>
<th>Misc Proceeds</th>
<th>Interfund Transfers</th>
<th>TOTAL FUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY16</td>
<td></td>
<td></td>
<td>($1.7 million) for Howard Street Theater and $2.3 million for 130 Chicago</td>
<td>$2.3 million</td>
<td>Howard and 130 Chicago as well as construction costs for Howard Street Theater</td>
<td>$1.7 million</td>
</tr>
</tbody>
</table>
**DEVELOPMENT BUDGET AND PROFORMA**

**126-130 Chicago Ave**

**Zoning and Development Potential**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Site Size</td>
<td>25,935 sf</td>
</tr>
<tr>
<td>Include City of Evanston Parking Lot</td>
<td>YES</td>
</tr>
<tr>
<td>Square Footage of City Lot</td>
<td>10,123 sf</td>
</tr>
<tr>
<td>Public Metered/Permit Spaces</td>
<td>23</td>
</tr>
</tbody>
</table>

**Assumed B3 Zoning for Combined Site:**

<table>
<thead>
<tr>
<th>Metric</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min Lot Size per Dwelling Unit</td>
<td>400sf 64.84</td>
</tr>
<tr>
<td>Max Building Height</td>
<td>85 feet 8.0 stories at: 1st 14.0 feet Upper 10.1 feet</td>
</tr>
<tr>
<td>FAR</td>
<td>3.0 77,805 total sf max</td>
</tr>
</tbody>
</table>

**Setbacks**

<table>
<thead>
<tr>
<th>Type</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>None</td>
</tr>
<tr>
<td>Interior Side (abutting)</td>
<td>15 feet</td>
</tr>
<tr>
<td>Rear (abutting)</td>
<td>10 feet</td>
</tr>
</tbody>
</table>

**Parking**

<table>
<thead>
<tr>
<th>Type</th>
<th>Spaces</th>
<th>Size with circ</th>
</tr>
</thead>
<tbody>
<tr>
<td>1BR</td>
<td>1.25</td>
<td>157 sf</td>
</tr>
<tr>
<td>2BR</td>
<td>1.50</td>
<td>157 sf</td>
</tr>
<tr>
<td>3BR</td>
<td>2.00</td>
<td>157 sf</td>
</tr>
</tbody>
</table>

**Surface Parking Area Per Space**

<table>
<thead>
<tr>
<th>Type</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>259 sf per space</td>
<td></td>
</tr>
</tbody>
</table>

**Underground Parking Area Per Space**

| Value | 378 sf per space |

**Site FAR**

| Value | 1.34 X |

**Site FAR**

<table>
<thead>
<tr>
<th>Total Gross Area of Commercial and Apts</th>
<th>34,800</th>
</tr>
</thead>
</table>

| 295 of 471 |
## City Grange Financials

### Summary of Program

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Construction Cost</td>
<td>187.55%</td>
</tr>
<tr>
<td>Contingency</td>
<td>5.00%</td>
</tr>
<tr>
<td>Hard Costs</td>
<td>262,863$</td>
</tr>
<tr>
<td>Soft Costs</td>
<td>22%</td>
</tr>
<tr>
<td>City Grange Inside Retail Space</td>
<td>4,500 sf</td>
</tr>
<tr>
<td>Total</td>
<td>2,254,229$</td>
</tr>
<tr>
<td>Proposed TIF</td>
<td>1,959,946$</td>
</tr>
<tr>
<td>Difference</td>
<td>294,283$</td>
</tr>
</tbody>
</table>

### Detailed Costs

- **Zoning Attorney (DLA Piper)**: 55,000$  
- **Civil Engineer**: 45,000$  
- **Land Acquisition - City Lot**: 240,000$  
- **Compliance with Green Bldg Ord and LEED**: 175,000$  
- **MWRD water retention solutions**: 175,000$  
- **Demolition of Existing Structure**: 60,000$  
- **Pioneer Estimate for City Lot Tank Removal and Remdiation**: 130,000$  
- **2nd Fl Rooftop Space for City Grange**: 35.00$  
- **Indoor Garden Retail Space**: 4,500 sf  
- **Outdoor Yard**: 7,000 sf  
- **Gross and Averages**: 22,000 sf, 2.00$ psf NET  
- **Market Rent**: 30.00$ psf NET  
- **2nd Floor**: 2BR 975 sf
  - 2.25$  
  - 1,422$  
  - 1  
  - 1  
  - 1  
  - 9,261$  
- **1BR**: 2.25$  
  - -$  
  - -  
  - 1,185$  
  - -  
  - -
- **2BR**: 975 sf
  - 2.25$  
  - 2,194$  
  - 1  
  - 1  
  - -

### Parking Details

- **Total Units**: 125  
- **Total Number of Parking Spots Constructed On-Site**: 30  
- **Underground Parking**: 0  
- **Surface Parking**: 0  

### Apartments and Retail Schedule

- **Total**: 35  
- **On-Site Spots Allocated to City Grange**: 10  

### Construction Budget

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
</table>
| Land Acquisition - Southклад | 6,102,258.13 $  
| Total Construction Cost | 159.84 $ psf Total Hard Costs without land  
| Underground Cost psf | 90.00$ |

---

**Note**: Costs and quantities are estimated and subject to change. Final costs and details will be confirmed after completion.
### City Grange Rent (Social Enterprise)

<table>
<thead>
<tr>
<th>Space</th>
<th>SF</th>
<th>Gross PSF</th>
<th>Rent Per Year</th>
<th>Subsidized Rent for Social Enterprise</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garden Retail Space</td>
<td>4,500</td>
<td>30.00$</td>
<td>135,000$</td>
<td></td>
</tr>
<tr>
<td>Event Space</td>
<td>-</td>
<td>-$</td>
<td>-$</td>
<td>separate billing for building rooftop events</td>
</tr>
<tr>
<td>Yard Space</td>
<td>7,000</td>
<td>6.00$</td>
<td>42,000$</td>
<td></td>
</tr>
<tr>
<td>Rooftop Garden Space</td>
<td>-</td>
<td>10.00$</td>
<td>-$</td>
<td>plus potential customer use of new on-street parking meters</td>
</tr>
<tr>
<td>Reserved Parking Spaces On Site</td>
<td>10</td>
<td>75.00$</td>
<td>9,000$</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>11,500</td>
<td>16.17$</td>
<td><strong>186,000$</strong></td>
<td><strong>186,000$</strong> for Garden Ctr Ops Only <strong>Plus Separate Meter Water and Electric Use</strong></td>
</tr>
</tbody>
</table>

### City of Evanston Funds for Job Creation (via CDBG): If Provided to City Grange Rather than Developer

- **Garden Center Projected Base Sales:** $2,000,000 per year
- **Additional Rent:** 10.0% of sales base estimate in any year of both Garden and Event Business (with an annual cap)

### Parking Income: Apt Reserved Spots

- **20 Spaces:** $150.00 per month
- **$3,000 per month**

### Total Annual Gross Income:

- **City Grange:** $204,000 Gross Base Rent (before % Rent) - including additional factor from Employment Grant
- **Apartments:** $127,137 From Construction Budget Schedule
- **Affordable Housing Subsidy:** 20% of units
- **Parking Income:** $36,000
- **TOTAL:** $767,177

### Expenses:

- **40% Total Expenses as % of Gross Income:** $305,640
- **Property Taxes (Apt Est + Garden Center):** 10% of Apts Only for Total
- **Utilities, Maintenance, Other for Apts + Add On:** 125% of Apts Only for Total
- **26.1% Total Non-Tax Expenses as % of Gross Income**
- **Add: Tax/Op Recoveries from Retail Net Rent:** $8,600 per Mkt Retail
- **Total NOI:** $461,697
- **Base Return on Cost:** 5.89%

### Assumed Incentives Package:

- **Tenant Job Creation Grant from City/CDBG:** $300,000 shown above
- **Property Tax Abatement:** 0%
- **Annual Retail Sales Tax Rebate (Evanston portion):** 1%
- **Affordable Housing Grant:** $1,000,000 per unit above Base Requirement (per City requested per unit amount of 6.14.17)
- **TIF Funding - In PINs and Area Wide:** 25.0% of Construction Budget - Max of $1,000,000
- **Other Economic Development Subsidy:** 15% of City Coverage of Environmental on City Lot
- **City Coverage of Environmental on City Lot:** $130,000

### Assuming Package of Incentives from Above:

- **Post Incentives NOI:** $461,697
- **Post Incentives Construction Cost:** $4,749,839
- **Post Incentives Return on Cost:** 10.1%

### Upside Scenario with % Rent:

- **Percentage Rent Potential:** 10.0% of NOI
- **New Gassed Up NOI:** $111,597

### Total Net Return on Cost with % Rent

- **19.77%**

### Remaining "Gap" to Achieve Market Return

- **$485,618**

Any Remaining Financial Gap will attempt to be made up through creative construction financing and/or equity at below market rates to support the Social Enterprise and Affordable Housing.
### Apartment Operating Expenses

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>Annual Per Unit</th>
<th>Stabilized Per SF Apts</th>
<th>Per SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative</td>
<td>$350</td>
<td>$8,400</td>
<td>$0.38</td>
</tr>
<tr>
<td>Payroll &amp; Benefits</td>
<td>$1,500</td>
<td>$36,000</td>
<td>$1.64</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$400</td>
<td>$9,600</td>
<td>$0.44</td>
</tr>
<tr>
<td>Contract Services</td>
<td>$500</td>
<td>$12,000</td>
<td>$0.55</td>
</tr>
<tr>
<td>Marketing</td>
<td>$300</td>
<td>$7,200</td>
<td>$0.33</td>
</tr>
<tr>
<td>Turnover/Make Ready</td>
<td>$250</td>
<td>$6,000</td>
<td>$0.27</td>
</tr>
<tr>
<td>Utilities</td>
<td>$1,700</td>
<td>$40,800</td>
<td>$1.85</td>
</tr>
<tr>
<td>Insurance</td>
<td>$400</td>
<td>$9,600</td>
<td>$0.44</td>
</tr>
<tr>
<td>Property Management Fees</td>
<td>$1,087</td>
<td>$26,088</td>
<td>$1.19</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$3,250</td>
<td>$78,000</td>
<td>$3.55</td>
</tr>
<tr>
<td>Accounting/Legal</td>
<td>$191</td>
<td>$4,584</td>
<td>$0.21</td>
</tr>
<tr>
<td>Asset Management</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>$9,928</strong></td>
<td><strong>$238,272</strong></td>
<td><strong>$10.83</strong></td>
</tr>
<tr>
<td><strong>Monthly</strong></td>
<td><strong>$827.33</strong></td>
<td><strong>$19,856</strong></td>
<td><strong>$0.90</strong></td>
</tr>
<tr>
<td><strong>Non-Tax Operating Expenses</strong></td>
<td><strong>$556.50</strong></td>
<td><strong>$160,272</strong></td>
<td><strong>$7.29</strong></td>
</tr>
<tr>
<td>Included in City GO Bond</td>
<td>Issued Up-front</td>
<td>Amortized Until 2028</td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------</td>
<td>---------------------</td>
<td></td>
</tr>
<tr>
<td>Value of Bonding Capacity (3.5%)</td>
<td>$2,078,264</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Cash Flow Schedule

<table>
<thead>
<tr>
<th>Collection Year</th>
<th>Project Increment</th>
<th>Area-Wide Pledged</th>
<th>Total Pledged</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>2018</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>2019</td>
<td>$0</td>
<td>$125,386</td>
<td>$125,386</td>
</tr>
<tr>
<td>2020</td>
<td>$123,847</td>
<td>$125,386</td>
<td>$249,232</td>
</tr>
<tr>
<td>2021</td>
<td>$123,847</td>
<td>$125,386</td>
<td>$249,232</td>
</tr>
<tr>
<td>2022</td>
<td>$134,916</td>
<td>$135,028</td>
<td>$269,944</td>
</tr>
<tr>
<td>2023</td>
<td>$134,916</td>
<td>$135,028</td>
<td>$269,944</td>
</tr>
<tr>
<td>2024</td>
<td>$134,916</td>
<td>$135,028</td>
<td>$269,944</td>
</tr>
<tr>
<td>2025</td>
<td>$146,836</td>
<td>$145,411</td>
<td>$292,247</td>
</tr>
<tr>
<td>2026</td>
<td>$146,836</td>
<td>$145,411</td>
<td>$292,247</td>
</tr>
<tr>
<td>2027</td>
<td>$146,836</td>
<td>$145,411</td>
<td>$292,247</td>
</tr>
<tr>
<td>2028</td>
<td>$159,673</td>
<td>$156,594</td>
<td>$316,266</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,252,622</strong></td>
<td><strong>$1,374,068</strong></td>
<td><strong>$2,626,690</strong></td>
</tr>
<tr>
<td><strong>NPV (6.5%)</strong></td>
<td><strong>$806,674</strong></td>
<td><strong>$915,953</strong></td>
<td><strong>$1,722,627</strong></td>
</tr>
</tbody>
</table>
Harrington Brown  
Evanston Deal  
Area-Wide Underwriting

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Area-Wide Cash Flow</td>
<td>$525,452</td>
</tr>
<tr>
<td>Annual Expenses</td>
<td></td>
</tr>
<tr>
<td>City Admin</td>
<td>$60,000</td>
</tr>
<tr>
<td>Annual City Loan Repayment</td>
<td>$47,500</td>
</tr>
<tr>
<td>Net Annual Unencumbered Increment</td>
<td>$417,952</td>
</tr>
<tr>
<td>Percentage Pledged</td>
<td>30%</td>
</tr>
<tr>
<td>Amount Pledged to Project</td>
<td>$125,386</td>
</tr>
<tr>
<td>Year</td>
<td>2017</td>
</tr>
<tr>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>Total Estimated FMV</td>
<td>522,000</td>
</tr>
<tr>
<td>Commercial Assessment Rate</td>
<td>25%</td>
</tr>
<tr>
<td>Estimated Assessed Value of Commercial</td>
<td>130,500</td>
</tr>
<tr>
<td>Residential Assessment Rate</td>
<td>10%</td>
</tr>
<tr>
<td>Estimated Assessed Value of Residential</td>
<td>406,400</td>
</tr>
<tr>
<td>Total Assessed Value of the Project</td>
<td>536,900</td>
</tr>
<tr>
<td>Equalization Factor</td>
<td>2.6685</td>
</tr>
<tr>
<td>Estimated Total EAV of Project Improvements</td>
<td>1,432,718</td>
</tr>
<tr>
<td>Incremental EAV</td>
<td>1,232,551</td>
</tr>
<tr>
<td>Property Tax Rate</td>
<td>10.048%</td>
</tr>
<tr>
<td>Estimated Incremental Property Taxes (1)</td>
<td>0</td>
</tr>
</tbody>
</table>

(1) A one-year lag from assessment to collection is assumed.
**Estimated Fair Market Value ("FMV")**

<table>
<thead>
<tr>
<th>Commercial</th>
<th>Square Footage</th>
<th>Avg. Rent PSF</th>
<th>Annual Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail Space</td>
<td>4,000</td>
<td>$29.00</td>
<td>$116,000</td>
</tr>
<tr>
<td>Total</td>
<td>4,000</td>
<td>$29.00</td>
<td>$116,000</td>
</tr>
</tbody>
</table>

**Capitalization Rate**

10%

**Estimated True FMV (Income Cap Approach)**

$1,160,000

**Discount Factor**

95.0%

**Estimated FMV for Purposes of Cook County Assessor**

$522,000

**Estimated Taxes Per Square Foot**

$8.75

<table>
<thead>
<tr>
<th>Floor</th>
<th>Square Foot</th>
<th>Rent Per Square Foot</th>
<th>Annual Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd Floor: 2BR</td>
<td>975</td>
<td>$2.25</td>
<td>$26,325</td>
</tr>
<tr>
<td>2BR</td>
<td>975</td>
<td>$2.25</td>
<td>$26,325</td>
</tr>
<tr>
<td>1BR</td>
<td>800</td>
<td>$2.35</td>
<td>$22,960</td>
</tr>
<tr>
<td>1BR</td>
<td>800</td>
<td>$2.35</td>
<td>$22,960</td>
</tr>
<tr>
<td>2BR</td>
<td>975</td>
<td>$2.25</td>
<td>$26,325</td>
</tr>
<tr>
<td>2BR</td>
<td>975</td>
<td>$2.25</td>
<td>$26,325</td>
</tr>
<tr>
<td>3rd Floor: 2BR</td>
<td>975</td>
<td>$2.27</td>
<td>$26,559</td>
</tr>
<tr>
<td>2BR</td>
<td>975</td>
<td>$2.27</td>
<td>$26,559</td>
</tr>
<tr>
<td>1BR</td>
<td>800</td>
<td>$2.37</td>
<td>$22,752</td>
</tr>
<tr>
<td>1BR</td>
<td>800</td>
<td>$2.37</td>
<td>$22,752</td>
</tr>
<tr>
<td>2BR</td>
<td>975</td>
<td>$2.27</td>
<td>$26,559</td>
</tr>
<tr>
<td>2BR</td>
<td>975</td>
<td>$2.27</td>
<td>$26,559</td>
</tr>
<tr>
<td>4th Floor: 2BR</td>
<td>975</td>
<td>$2.30</td>
<td>$26,793</td>
</tr>
<tr>
<td>2BR</td>
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<td>$2.29</td>
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<tr>
<td>Total</td>
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<td>$699,000</td>
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**Estimated Operating Expenses (40%)**

$243,600

**Capitalization Rate**

9%

**Capitalized Value**

$4,094,000

**Discount Factor**

0%

**Estimated FMV for Purposes of Cook County Assessor**

$4,094,000

**Estimated Taxes Per Unit**

$4,560
<table>
<thead>
<tr>
<th></th>
<th>Estimated Base EAV</th>
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<tbody>
<tr>
<td>11-30-212-004</td>
<td>$83,628</td>
</tr>
<tr>
<td>11-30-212-005</td>
<td>$49,541</td>
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<td><strong>Total Estimated Base EAV</strong></td>
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<tr>
<td>Description</td>
<td>Value</td>
</tr>
<tr>
<td>--------------------------------------------</td>
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</tr>
<tr>
<td>Value of Bonding Capacity (3.5%)</td>
<td>$2,067,236</td>
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**Included in City GO Bond**

- Issued Up-front
- Amortized Until 2028
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<th>Collection Year</th>
<th>Project Increment</th>
<th>Area-Wide Pledged</th>
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<td>$0</td>
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<tr>
<td>2018</td>
<td>$0</td>
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<tr>
<td>2020</td>
<td>$87,342</td>
<td>$156,732</td>
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<td><strong>Total</strong></td>
<td><strong>$889,089</strong></td>
<td><strong>$1,717,585</strong></td>
<td><strong>$2,606,673</strong></td>
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<td><strong>NPV (6.5%)</strong></td>
<td><strong>$572,193</strong></td>
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<td><strong>$1,717,135</strong></td>
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Cash Flow Summary

Table 2

Laube Companies
### Harrington Brown
#### Evanston Deal
##### Area-Wide Underwriting

<table>
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<tr>
<th>Description</th>
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<td>Annual Expenses</td>
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<td>City Admin</td>
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<tr>
<td>Annual City Loan Repayment</td>
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<tr>
<td>Net Annual Unencumbered Increment</td>
<td>$417,952</td>
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<td>Percentage Pledged</td>
<td>37.5%</td>
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<td>Amount Pledged to Project</td>
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<td>-------</td>
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<tr>
<td>Total Estimated FMV</td>
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</tr>
<tr>
<td>Commercial Assessment Rate</td>
<td>25%</td>
</tr>
<tr>
<td>Estimated Assessed Value of Commercial</td>
<td>$130,500</td>
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<td>Residential Assessment Rate</td>
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<tr>
<td>Estimated Assessed Value of Residential</td>
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<td>Total Assessed Value of the Project</td>
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<td>Equalization Factor</td>
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<td>Estimated Total EAV of Project Improvements</td>
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<td>Incremental EAV</td>
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<td>Property Tax Rate</td>
<td>10.048%</td>
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(1) A one-year lag from assessment to collection is assumed.

Laube Companies

Laube Companies
### Commercial Assumptions

#### Estimated Fair Market Value ("FMV")

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<th>Commercial</th>
<th>Square Footage</th>
<th>Avg. Rent PSF</th>
<th>Annual Rent</th>
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<td>$</td>
<td>$116,000</td>
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#### Capitalization Rate
- 10%

#### Estimated True FMV (Income Cap Approach)
- $1,040,000

#### Discount Factor
- 55.0%

#### Estimated FMV for Purposes of Cook County Assessor
- $522,000

#### Estimated Taxes Per Square Foot
- $8.75

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<tr>
<th>Floor</th>
<th>Square Feet</th>
<th>Rent Per Square Foot</th>
<th>Annual Rent</th>
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<td>$26,325</td>
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<tr>
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<td>$2.25</td>
<td>$26,325</td>
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<tr>
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<tr>
<td>3rd Floor: 2BR</td>
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</table>

Total | $609,600 |

- Estimated Operating Expenses (40%)
- Capitalization Rate
- Capitalized Value
- Discount Factor
- Estimated FMV for Purposes of Cook County Assessor
- Estimated Taxes Per Unit

| Estimated Residual Assessment Rate | 10% |
| Commercial Assessment Rate | 25% |
| Cook County Equalization Factor | 2015 | 2.6685 |
| Property Tax Rate (Tax Code 17028) | 2015 | 10.048% |
| Annual Reassessment Growth Factor | 2.5% |
| Compounded for Triennial Reassessment Cycle - Cook County | 7.69% |
Harrington Brown
Evanston Deal
Estimated Base EAV

<table>
<thead>
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</tbody>
</table>
David R. Brown

Harrington Brown, LLC
NW corner of Howard & Chicago

- Collaborative effort to create a destination at the **Gateway to Evanston**
- *Harrington Brown* looks to facilitate unique projects that promote the best principles of good urban planning
- This proposal is not about a typical mixed use development
- Harrington Brown was brought in by *Peterson Garden Project* with an Idea
- Status of Property Acquisition, Design and Feasibility
We hope to emphasize the following benefits:

1. Attract City Grange as a sustainable and successful destination business
2. Incorporate affordable rental apartments on-site
3. Clean up and beautify a long underutilized and troubled site
4. Allow the destination to create positive energy, jobs and tax revenue
5. Incorporate City metered parking spots with higher parking revenue
LaManda Joy

Founder, Peterson Garden Project
The quick version of this story...
Global Garden

Vedgewater

Unused Urban Land

Montrose Green

Stars Garden

324 of 471
Long-term gardeners vs. long-term gardens...
PGP’s slice of the gardening public

- Thirteen Pop-up Victory Gardens, six active
- Almost 4,000 gardeners annually
- 1,500 volunteers
- Donation program → #10,000
- Year-round educational program
- Community Cooking School
THE NEXT TRANSFORMATION...

NW Corner of Howard & Chicago
The nation’s first education-based, organic garden & lifestyle center
Welcome to City Grange — A social enterprise reimagining the traditional garden center model to promote social justice, the good food movement and the environment by selling the right organic and local products, rethinking the supply chain, creating jobs and, most importantly, ensuring customer success through education.”
2016 Gardening Industry Overview

- $35B industry
- 75% of American households garden
- That number is increasing annually (7% in 2015)
- 18-34 year olds are driving Independent Garden Centers to evolve... or not
- Internet sales show the highest growth of any sales channel – 2B+
- Veggies, fruit trees, berries and herbs show the fastest growth in the Independent Garden Center marketplace yet traditional IGCs are slow to react to this potential
- $28M opportunity within a 3-mile radius of 130 Chicago Ave according to a recent (2014) market study
More than a typical mixed use development...
Curated Retail

The best organic and local products at reasonable price points to make a new learner’s experience positive and successful. A curated approach helps ease the selection process. And highlighting local and family producers supports the larger food movement, too.
Education at Every Turn

Classroom and hands-on learning opportunities at times when participants are interested.

**Buying a seedling?**
Let us show you how to plant it properly.

**Interested in homesteading?**
Let us show you how so your purchase, and experience, are positive and long-lasting.
Café & Community Spaces

Connections to like-minded individuals creates conversation, makes neighborhoods stronger and develops a sense of unity.

City Grange will do this from a consumer facing perspective and our socially minded supporting infrastructure – job training, certification, etc. – provides actionable models for other organizations in Evanston and beyond while making a difference for our communities.
Demonstration Gardens

Think you can’t grow food on your __________ (balcony, porch, concrete slab, hell trip, etc.) our demo gardens help visitors learn how to maximize food production in urban environments and provide the education and resources to ensure success.

But we’re not stopping with just food growing... native, pollinator friendly, City Fruit and other beneficial gardening methods will be demonstrated and encouraged.

Everything we do — from curriculum to products — will be 100% organic.
Reuse Ethos

We don’t want to be the type of retail experience that creates more junk to clog up landfills. Our environment and purchasing philosophy will support reduce, reuse and recycle as much as possible. From reusing rainwater to recycling garden plastic, we’ll provide ways our community can also take action in this important arena.
Putting the *Social* in Social Enterprise

**SMALL FARMERS**
By engineering our supply chain to work with small farmers we are creating a consistent source of income to help their operations grow. And further the local, good food movement in the process.

**INDUSTRY TRAINING**
The garden industry is stable and growing. And if we are truly going to teach everyone to grow their own food, there needs to be more educated food gardeners out there.

**SUPPORTING NFPS**
We value garden focused NFP organizations because City Grange was born out of one. Our long term goal is to create a model that works in any city to support – and accelerate – the food growing mission of partner NFPs.

**LOCAL CRAFTSPEOPLE**
Local and American Made matter and we’ll work with local artisans, crafts people and food producers to highlight their products whenever possible. This not only provides a unique product line but creates a robust local economy.

**JOB CREATION**
An outgrowth of our industry training is job opportunities for at risk youth and veterans. Everyone is better off when everyone is better off and job opportunities are the best way to impact the neighborhoods City Grange touches.

We value garden focused NFP organizations because City Grange was born out of one. Our long term goal is to create a model that works in any city to support – and accelerate – the food growing mission of partner NFPs.
## Chicago High Increment Projection

### Cash Flow Projections: Growth Scenario

#### TIF #5 - Howard/Ridge

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Beginning Balance</th>
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<th>Potential Increment</th>
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<tr>
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<td>366,712</td>
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### Increment Flow Projections: Growth Scenario

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<th>Transfers to Economic Development/General Fund</th>
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<td>(20,000)</td>
<td>(72,600)</td>
<td>(60,000)</td>
<td>(60,000)</td>
<td>(668,800)</td>
<td>527,885</td>
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<td>FY24</td>
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<td>(578,000)</td>
<td>(20,000)</td>
<td>(72,600)</td>
<td>(60,000)</td>
<td>(60,000)</td>
<td>(670,600)</td>
<td>687,258</td>
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<td>(579,000)</td>
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<td>(60,000)</td>
<td>(60,000)</td>
<td>(671,600)</td>
<td>922,057</td>
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<td></td>
<td>(579,000)</td>
<td>(20,000)</td>
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<td>(20,000)</td>
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<td>(60,000)</td>
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<td>(678,460)</td>
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<td>(577,200)</td>
<td>(20,000)</td>
<td>(79,860)</td>
<td>(60,000)</td>
<td>(60,000)</td>
<td>(677,060)</td>
<td>1,690,666</td>
</tr>
</tbody>
</table>

### Notes:
- Column 2: FY16 uses audited numbers from CAFR.
- Column 3: Baseline increment projections assume that no new projects are developed in the TIF district and that increment only grows by 10% for triennial reassessment.
- Column 4: Development Increment is shown in column E/A per developer calculation and assuming same triennial increase thereafter.
- Column 5: Misc Revenue includes rent and interest income.
- Column 6: Bond Proceeds assume $1.7 million for Howard Street Thear and $2.3 million for 130 Chicago.
- Column 7: Shows hypothetical public improvement projects such as streetscape.
- Column 8: Shows Debt Service payment for two bond issues.
- Column 9A: Shows development agreement costs for 415 Howard and 130 Chicago as well as construction costs for Howard Street Theater.
- Column 9B: Shows loan repayment back to Economic Development/General Fund which ends in 2018 with sale of land.
- Column 10: Shows tax expenses and payoff of loan to Economic Development/General Fund.
- Column 11: Transfers to the general fund are for TIF administrative costs and are from the 2017 Budget. Transfers beyond FY17 are assumed to increase by the baseline increment level change.
For City Council meeting of July 24, 2017
Item A7
Ordinance 67-O-17: Authorization to Negotiate the Sale of 100 Chicago Avenue
For Introduction & Action

Memorandum

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

From: Martin Lyons, Assistant City Manager
Paul Zalmezak, Economic Development Division Manager

Subject: Ordinance 67-O-17, Authorizing City Manager to Negotiate with Harrington Brown LLC for the Sale of City-Owned Real Property Located at 100 Chicago Avenue

Date: July 19, 2017

Recommended Action:
Staff recommends approval of Ordinance 67-O-17, “Authorizing the City Manager to Negotiate with Harrington Brown, LLC for the Sale of City-Owned Real Property Located at 100 Chicago Avenue, Evanston, Illinois.” The sale of City-owned real property is a two-step process; an ordinance must be adopted to authorize the City Manager to negotiate the sale of property followed by an ordinance at a later date that authorizes the City Manager to execute a sales contract that memorializes said negotiations. A two-thirds majority of City Council is required to adopt Ordinance 67-O-17. Suspension of the Rules is requested for introduction and adoption by City Council on July 24, 2017.

Livability Benefit:
Built Environment: Support Affordable Housing
Economy & Jobs: Expand job opportunities

Funding Source:
Not applicable.

Summary:
Harrington Brown, LLC is under contract to purchase the land adjacent to 100 Chicago Avenue at 126-132 Chicago Avenue from the long-time property owner and is in the process of concluding physical, environmental and financial due diligence. As the site was previously used as an auto body repair shop and gas station, there are anticipated several environmental contamination issues that need to be addressed. A picture of the property is provided to aid in your review of the current conditions of 128-132 Chicago Avenue. Harrington Brown has a deadline of August 1, 2017 to execute the contract
due to the existence of a tax buyer lien and Cook County second installment tax payment due date.

The proposed project at 130 Chicago Avenue is a collaborative effort between LaManda Joy, Founder of the non-profit organization, Peterson Garden Project (“PGP”) and David Brown, President of Harrington Brown LLC. Mr. Brown reports this mixed-use development will create the nation’s first education-based home and garden lifestyle center and retail space and ultimately serve as a new gateway to Evanston, on a challenging site for redevelopment located between Chicago Avenue and the Union Pacific North line at the northwest corner of Howard Street and Chicago Avenue. A site plan is attached.

The five-story proposed project would include:

- 24 units Total
- Nine affordable units at 80% Area Median Income (five required, four additional with city funding)
- 4,500 sq. ft. retail (garden center)
- 7,500 sq. ft. open space/yard (urban gardening)
- Surface parking to north with 30 +/- spaces
- May seek additional 13 spaces on Chicago Avenue (metered if desired)

To accommodate the development, Harrington Brown would like to include the approximately 10,000 square foot city-owned parking lot at 100 Chicago Avenue (Lot 53) and purchase it from the City for $240,000, the appraised value. This requires a separate City Council action. Attached is a map that outlines the parcels for the development. An environmental assessment of the City property was performed in June 2017 and there are two underground storage tanks on the property that would require removal and soil contamination remediation. The environmental remediation costs are estimated to be between $90,000 - $130,000. Staff is proposing a credit of $110,000 for remediation of these conditions. A copy of a preliminary environmental assessment is attached.

Ordinance 67-O-17 authorizes the City Manager to negotiate the sale of 100 Chicago Avenue to Harrington Brown, LLC. Mr. David Brown is in the process of creating a separate LLC that will purchase the property.

In accordance with City Code, public notice of the City’s intent to sell 100 Chicago Avenue will be published on July 27, 2017 in the Evanston Review (Pioneer Press). Public notice of the sale is required to be published at least once in a daily or weekly newspaper in general circulation in the City. The public notice must be published not less than 15 days and no more than 30 days prior to the date by which the City will consider the adoption of the ordinance for the sale of the property. A subsequent ordinance to be introduced at the August 14, 2017 meeting will contemplate authorizing the City Manager to execute the negotiated sales contract to sell the property to Harrington Brown, LLC.
Background:
Additional detail and project summary can be found in Resolution 64-R-17 also presented to City Council on July 24, 2017.

The property adjacent to the city owned lot, 130 Chicago Avenue, is composed of three tax parcels. There was a tax lien on the middle of the three PINs Harrington Brown has under contract. With the recent purchase contract, the seller had the tax lien redeemed in exchange for Harrington Brown closing on the purchase no later than August 1. In addition, there is at least one other tax lien purchase outstanding on another tax parcel and Harrington Brown’s contract amendment provides that this is cleared up out of sales proceeds if the project closes Aug 1. Steve Brown owns the property as Chicago Ave Evanston, LLC.

Attachments:
-Ordinance 67-O-17
-Environmental Assessment Communication
-Picture and Map of Subject Parcels
67-O-17

AN ORDINANCE

Authorizing the City Manager to Negotiate the Sale of City-Owned Real Property Located at 100 Chicago Avenue

WHEREAS, the City of Evanston owns certain real property legally described on Exhibit A and with a real property address of 100 Chicago Avenue ("Subject Property"); and

WHEREAS, the Subject Property is currently utilized by the City as a surface permit parking lot with 20 spaces utilized by commuters and residents of the area; and

WHEREAS, the Subject Property is at the corner of Chicago and Howard Street, providing an entrance to the City and an underutilized parcel as a surface parking lot; and

WHEREAS, Harrington Brown, LLC, an Illinois limited liability company is already under contract to purchase property directly north of the Subject Property from a different land owner, and seeks to purchase this property to assemble parcels for a potential mixed use development on the two properties; and

WHEREAS, the City Council has determined that the Subject Property is not necessary to City operations and continuing to own the Subject Property is no longer in the City’s best interests,

NOW BE IT ORDAINED 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 with all interested purchasers for 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 100 Chicago Avenue, Evanston, Illinois.

**SECTION 2:** The City Manager is directed to set the sale price for the Subject Property at Two Hundred Forty Thousand Dollars ($240,000).

**SECTION 3:** 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 4:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**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.

**SECTION 6:** 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 7:** 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

Adopted:_______________, 2017

Approved:_______________, 2017

________________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

________________________________
Devon Reid, City Clerk

________________________________
W. Grant Farrar, Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION


Real property address: 100 North Chicago Avenue, Evanston, IL 60202

PINs: 11-30-212-007-0000 and 11-30-212-008-0000
Summary of Environmental Cleanup for City Lot
1 message
Paul Zalmezak <pzalmezak@cityofevanston.org>

David Brown <dbrown@harrington-brown.com>
To: Paul Zalmezak <pzalmezak@cityofevanston.org>
Cc: Ann Rainey <arainey@cityofevanston.org>

Paul

In case I didn’t send this to you before, the note below from Pioneer Engineering & Environmental supplements the full findings of their Phase II and geotech reports for the City of Evanston parking lot, and is what we relied on for the estimate of $130,000 for tank removal and site remediation. As noted in our proposal and discussion at the Economic Development Committee meeting, we are willing to have the City’s exposure on this be for reimbursement of actual expenses and capped at the $130,000 amount.

Thanks
David

David R. Brown
Harrington Brown, LLC
4256 N Ravenswood Ave. #109
Chicago, IL 60613
773-525-8222
www.harrington-brown.com

From: Megan Wells-Paske [mailto:mwellspaske@pioneerees.com]
Sent: Tuesday, June 13, 2017 6:15 PM
To: David Brown <dbrown@harrington-brown.com>
Subject: Re: Your Evanston public records request 17-252 has been closed.

Hi, David.
As we discussed, the recent GPR survey and soil testing activities at 100 Chicago Avenue identified evidence of two existing underground storage tanks (USTs), with presumed capacities of 500 and 4,000 gallons. Also, field evidence of petroleum contamination was identified throughout the site, typically at depths of 12 to 16 feet below surface grade, but also at depths of 4 and 8 feet at select locations.

Per your request, we are providing preliminary budgetary cost estimates for removal of the USTs, closure of a Leaking UST incident likely to be reported at the time of tank removal, and disposal of construction spoils for the building foundation.

**UST Removal:** $20,000 to $25,000

**Removal of Potential Additional USTs:** $25,000 - Note that GPR is the best available technology for non-destructive tank identification; however, the results cannot be guaranteed. Considering that historical Sanborn maps showed four tanks on the southern portion of the site circa 1945, and a permit was issued for the installation of a 4,000-gallon gasoline tank in 1967, with no documentation confirming removal of any tanks from the site, we recommend that you budget an additional $25,000 for removal of potential additional tanks that may be discovered during development.

**Leaking UST Closure:** $25,000 to $30,000 (excluding any costs for engineered barriers or building control technologies, if needed)

**Disposal of construction spoils:** $20,000 to $50,000 - It is difficult to estimate the volume of spoils at this time without having more detail on the building. However, we understand your current plans call for a 7-story building on the site. A general estimate for the incremental cost increase to dispose of spoils as dirty instead of clean is approximately $30 per ton. So, assuming a spread footing system would be used, a rough estimation of the incremental cost increase for disposal of spoils is $20,000 to $30,000. The cost for soils removal for caissons as would likely be needed would likely be $40,000 to $50,000.

The range of these preliminary budgetary estimates is $90,000 to $130,000.

Sincerely,

Megan

*Megan Wells-Paske | Senior Project Manager*

**Pioneer Engineering & Environmental Services, LLC**

700 N. Sacramento Boulevard, Suite 101

Chicago, Illinois 60612

*Phone: 773.722.9200 x202  Fax: 773.722.9201  Web: PioneerEES.com*
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, Fleet Division Manager
      Jill Velan, Parking Division Manager

Subject: Ordinance 73-O-17, Amending Title 10, Motor Vehicles and Traffic,
         Chapter 11, Traffic Schedules, Section 17, Schedule XVII: Parking
         Violation Penalties

Date: July 11, 2017

Recommended Action:
Staff recommends that the City Council adopt Ordinance 73-O-17, amending City Code
Section 10-11-17, Schedule XVII, Parking Violation Penalties to increase the fine for an
expired parking meter by ten dollars ($10) to twenty dollars ($20) effective September 1,
2017. The last time this fine was increased was January 22, 1976.

Funding Source:
General Fund Revenue (Account 100.19.1941.52505)

Livability Benefit:

Summary:
Staff is recommending that the parking violation fine for an expired parking meter be
increased by ten dollars ($10) to twenty dollars ($20). Below is a list of some
comparable fines for like violations.

Current Expired Meter Fines

<table>
<thead>
<tr>
<th>City</th>
<th>Fine</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evanston</td>
<td>$10</td>
</tr>
<tr>
<td>Oak Park</td>
<td>$30</td>
</tr>
<tr>
<td>Skokie</td>
<td>$35</td>
</tr>
<tr>
<td>Wilmette</td>
<td>$38</td>
</tr>
<tr>
<td>Chicago</td>
<td>$50 (Residential Area)</td>
</tr>
<tr>
<td></td>
<td>$65 (Business District)</td>
</tr>
</tbody>
</table>

357 of 471
The fines listed above are base fines without late penalties. There are no recommended penalty increases at this time. The current penalty is an additional fifteen dollars ($15.00) if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability.

This increase is being proposed as part of the solution to address the budget shortfall for 2017 and because it is substantially lower than surrounding communities.

The last indication of a fine increase or assignment was noted in the Original Traffic Ordinance dated January 22, 1976 that indicated all fines would be a ten dollar ($10) minimum.

Attachments
Ordinance 73-O-17
AN ORDINANCE

Amending Evanston City Code 10-11-17, “Parking Violation Penalties”,
To Increase the Fine for Expired Parking Meter Parking Violations from
Ten Dollars to Twenty Dollars

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

SECTION 1: Subsection 10-11-17(A) of the Evanston City Code of 2012,
as amended, is hereby further amended and revised as follows:

(A) Ten dollars ($10.00) Twenty dollars ($20.00) plus fifteen dollars ($15.00)
additional penalty if paid after the expiration of twenty-one (21) days following
issuance of a final determination of liability:

<table>
<thead>
<tr>
<th>SCHEDULE XVII (A): PARKING VIOLATION PENALTIES</th>
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</thead>
<tbody>
<tr>
<td>1. Expired parking meter</td>
</tr>
<tr>
<td>10-5-4(B)</td>
</tr>
</tbody>
</table>

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 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 provision or invalid
application of this ordinance is severable.

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: 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.

Introduced: ______________, 2017
Adopted: ______________, 2017

Approved: ___________________, 2017

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

______________________________
Devon Reid, 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, Fleet Division Manager
       Jill Velan, Parking Division Manager

Subject: Ordinance 76-O-17, Amending Evanston City Code 10-11-17, “Parking
         Violation Penalties” to Increase the Fine for Street Cleaning Parking
         Violations by Fifteen Dollars to Fifty Dollars

Date: July 11, 2017

Recommended Action:
Staff recommends that the City Council adopt Ordinance 76-O-17, amending portions of
City Code Section 10-11-17, Schedule XVII, Parking Violation Penalties to increase the
fine for street sweeping violations by fifteen ($15) to fifty dollars ($50) effective
September 1, 2017.

Funding Source:
General Fund Revenue (Account 100.19.1941.52505)

Livability Benefit:

Summary:
Staff is recommending that parking fines for street sweeping violations be increased by
fifteen ($15) to fifty dollars ($50). Below is a list of some comparable fines for like
violations.

Current Street Sweeping Violation Fines

<table>
<thead>
<tr>
<th>City</th>
<th>Fine</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evanston</td>
<td>$35</td>
</tr>
<tr>
<td>Oak Park</td>
<td>$40</td>
</tr>
<tr>
<td>Chicago</td>
<td>$60</td>
</tr>
<tr>
<td>Skokie</td>
<td>N/A</td>
</tr>
<tr>
<td>Wilmette</td>
<td>N/A</td>
</tr>
</tbody>
</table>
The fines listed above are base fines without late penalties. There are no recommended late penalty increases at this time. The current late penalty is an additional thirty dollars ($30.00) if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability.

The last increase for this violation was in effect on October 5, 2015, Ordinance 110-O-15.

This increase is being proposed as part of the solution to address the budget shortfall for 2017 and because compliance on Evanston streets is low in many parts of the City. An increase in the fine is intended to increase compliance as many streets are not able to be adequately swept due to non-compliance. Additionally, parking enforcement staff spends the entirety of their shift on Mondays for tow operations. During this time no other enforcement is able to happen citywide. If we see increased compliance due to the fine increase we can adjust enforcement activities on select street cleaning days to cover other areas of concern.

The City has offered email and text message reminders for street sweeping to residents for the past 4 years. Currently over 23,000 residents receive notifications of upcoming street sweeping activity on the day before it occurs so that they may move their vehicles. Residents can call 311 to have their email address or phone number added to the list or they may sign up online.

Attachments
Ordinance 76-O-17
AN ORDINANCE

Amending Evanston City Code 10-11-17, “Parking Violation Penalties”, To Increase the Fine for Street Cleaning Regulation Parking Violations from Thirty Five Dollars to Fifty Dollars

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

SECTION 1: Subsection 10-11-17(D) of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

(D) Fine of thirty-five dollars ($35.00) plus thirty dollars ($30.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability:

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<th>SCHEDULE XVII (D): PARKING VIOLATION PENALTIES</th>
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</thead>
<tbody>
<tr>
<td>1. Parked in violation of street cleaning regulations</td>
</tr>
<tr>
<td>1.2. Parked under fire escape</td>
</tr>
<tr>
<td>2.3. Parked left wheel to curb on two-way street or parked more than 12 inches from curb</td>
</tr>
<tr>
<td>3.4. Parked for selling merchandise from vehicle</td>
</tr>
<tr>
<td>4.5. Parked within an intersection</td>
</tr>
<tr>
<td>5.6. Parked on or within a crosswalk</td>
</tr>
<tr>
<td>6.7. Parked within 20 feet of a crosswalk</td>
</tr>
<tr>
<td>7.8. Parked within 30 feet of traffic control device</td>
</tr>
<tr>
<td>8.9. Parked within 50 feet of railroad crossing</td>
</tr>
<tr>
<td>9.10. Parked within 20 feet of fire station driveway or within 75 feet of fire station entrance on opposite side of street</td>
</tr>
<tr>
<td>10.11. Leaving vehicle unattended with motor running</td>
</tr>
<tr>
<td>11.12. On a sidewalk in such a way as to obstruct any portion thereof</td>
</tr>
<tr>
<td>12.13. Parked on a parkway</td>
</tr>
<tr>
<td>13.14. Parked in violation of &quot;passenger vehicle parking only&quot; for vehicles longer than 25 feet</td>
</tr>
<tr>
<td>14.15. Nonmotorized vehicle parked between 9:00 p.m. and 6:00 a.m.</td>
</tr>
</tbody>
</table>

SECTION 2: Section 10-11-17 of the Evanston City Code of 2012, as amended, is hereby further amended to add Subsection 10-11-17(D.1) as follows:
(D.1) Fine of fifty dollars ($50.00) plus thirty dollars ($30.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability:

SCHEDULE XVII (D.1): PARKING VIOLATION PENALTIES

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Parked in violation of street cleaning regulations</td>
<td>10-4-12</td>
</tr>
</tbody>
</table>

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 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 provision or invalid application of this ordinance is severable.

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.

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.

Introduced: _________________, 2017  
Approved: _________________, 2017  
Adopted: _________________, 2017  
_______________________________, 2017  
Stephen H. Hagerty, Mayor
Attest:  

Devon Reid, City Clerk

Approved as to form:

W. Grant Farrar, Corporation Counsel
For City Council Meeting of July 24, 2017
Ordinance 69-O-17, Residents Parking Only District 8
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 69-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18: Residents Parking Only Districts

Date: July 5, 2017

Recommended Action:
The Transportation/Parking Committee and staff recommends that the City Council adopt Ordinance 69-O-17, amending of City Code Section 10-11-18(H) adding: eligibility for residents on Lake Shore Boulevard, west side, from Greenleaf Street north to Hamilton Street and 1145 Sheridan Road.

Livability Benefit:
Built Environment: Provide compact and complete streets and neighborhoods

Summary:
Residents living on Lake Shore Boulevard have limited availability to provide adequate parking for guests due to the restrictions placed on parking along the lakefront. Parking is prohibited on the east side of Lake Shore Boulevard, Lee Street to Greenwood Street from 9:00 a.m. to 6:00 a.m., May 1 through September 30 and 11:00 p.m. to 6:00 a.m. during the period of October 1 through April 30. On the west side of Lake Shore Boulevard, parking is prohibited at all times from Greenleaf Street to Hamilton Street.

Residents have recently inquired if they could be included in the Residents Only Parking District #8. The action would provide residents the opportunity for their guests and if needed their personal vehicles to park in Resident Only Parking District #8, alleviating their parking problems along the lakefront. The current Resident Only Parking District #8 prohibition requiring a permit or visitor pass is: District Eight (8): 9:00 p.m. to 6:00 a.m., between May 1 and September 30, and 11:00 p.m. to 6:00 a.m., between October 1 and April 30 and was last amended by Ordinance 127-O-97.
The recommendation to include 1145 Sheridan Road is related to the fact that though the address is on Sheridan Road, the physical access to the entire property is located on Hamilton Street.

Alderman Wynne supports the recommendation.

Attachment:
Ordinance 69-O-17
AN ORDINANCE

Amending Schedule XVIII, “Residents Parking Only Districts,” of City Code Section 10-11-18(H) “District Eight (8)” by Adding District Eight (8) Parking Permit Eligibility for Those Residents Located on Lake Shore Boulevard and 1145 Sheridan Road

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

SECTION 1: Schedule XVIII (H), “Residents Parking Only Districts,” of Section 10-11-18(H), “District Eight (8),” of the Evanston City Code of 2012, as amended, is hereby further amended to include the following:

2. Those residents on Lake Shore Boulevard, west side, from Greenleaf Street north to Hamilton Street.

3. Those residents located at 1145 Sheridan Road.

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: 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 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.

Introduced: _________________, 2017

Adopted: _________________, 2017

Approved: _________________________, 2017

_______________________________
Stephen H. Hagerty, Mayor

Attest:

_______________________________
Devon Reid, City Clerk

Approved as to form:

______________________________
W. Grant Farrar, Corporation Counsel
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 70-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18: Residents Parking Only Districts

Date: July 5, 2017

**Recommended Action:**
The Transportation/Parking Committee and staff recommends that the City Council adopt Ordinance 70-O-17, amending of City Code Section 10-11-18(G) adding Residents Parking Only on: Harrison Street, both sides, Hartrey Avenue to the alley east of Prairie Avenue; and Prairie Avenue, both sides; alley south of Central Street to Lincoln Street, to read 7:00 a.m. to 10:00 a.m., Monday through Saturday.

**Livability Benefit:**
Built Environment: Provide compact and complete streets and neighborhoods

**Summary:**
On January 9, 2017 Ald. Eleanor Revelle asked staff to conduct a survey about parking patterns on the main stretch of Central Street (Hartrey to Ashland), due to complaints from residents living on Harrison Street and Prairie Avenue about not being able to park near their place of residence. The complaint specifically focused on Harrison Street between Hartrey Avenue and Prairie Avenue. The survey was specifically focused on obtaining feedback from business owners and their employees, but was extended to residents, as well.

The survey was open from Friday, February 24 through Monday, March 24. The survey was available online and paper copies were delivered to 7th Ward Central Street businesses. A total of 90 responses were received; 77 from residents and 11 from business owners or employees. Due to the low response rate from business owners/employees, the survey was complemented by the October 17-22, 2016 vehicle count survey conducted by the Parking and Fleet Division.
The survey demonstrated that the greatest demand for street parking from residents is between 6 a.m. – 12 p.m. on weekdays and from 6 a.m. – 6 p.m. on weekends. In contrast, employees and business owner indicated they utilize street parking the most between 9 a.m. – 7 p.m. on weekdays and from 9 a.m. – 5 p.m. on weekends.

The survey conducted by the Parking and Fleet Division concentrated on Harrison Street, between Prairie Avenue and Hartrey Avenue. The overall results of this survey revealed that on average there was 71% of vehicle occupancy on Harrison Street, with an average 2-4 hour occupancy rate of 77% between 8 a.m. and 12 p.m. During the data collection week (October 17-22), Wednesday was the highest utilized day with a total occupancy of 78%. In general, the times of 12 p.m. and 8 p.m. registered the highest percentages of occupancy.

Parking Enforcement Officers were able to capture license plates and pull registration data, which indicated that 27% of all parked vehicles on Harrison (between Prairie Avenue and Hartrey Avenue) were registered to either Harrison Street or Prairie Avenue. Another 12 of vehicles were registered to other parts of Evanston, and 50% were registered outside of Evanston.

Although the response rate from employees and business owners from Central Street was small, the combination of the Economic Development survey with the vehicle count survey from Parking and Fleet Services Division provided a clearer image of the parking landscape in Central Street and the surrounding streets. Given the data collected, staff concludes that while there is certainly a large share of non-residents parking in the area, there is not an over saturation of parked vehicles at any given time.

Based on the information presented in the survey and to provide some additional control of the parking demand in the area, Alderman Revelle and staff recommend an extension of the Resident Only Parking District restrictions on Harrison Street and Prairie Avenue from the current hours of 7 a.m. – 9 a.m. to the hours of 7 a.m. - 10 a.m. Staff believes that some of the parking issues revolve around the late arrival of not only commuters but employees of Central Street businesses which in turn complicates parking issues in the afternoon as the vehicles remain in place into the evening hours.

Alderman Revelle supports the recommendation.

Attachment:
Ordinance 70-O-17
AN ORDINANCE

Amending Schedule XVIII, “Residents Parking Only Districts,” of City Code Section 10-11-18(G), “District Seven (7)” by Adding Parking Restrictions from 7:00am to 10:00am Monday through Saturday on Both Sides of Harrison Street and Prairie Avenue

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

SECTION 1: Schedule XVIII (G), “Residents Parking Only Districts,” of Section 10-11-18(G), “District Seven (7),” of the Evanston City Code of 2012, as amended, is hereby further amended to include the following:

<table>
<thead>
<tr>
<th>Harrison Street</th>
<th>Both sides</th>
<th>Hartrey Avenue to the Alley east of Prairie Avenue from 7:00am to 10:00am Monday through Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prairie Avenue</td>
<td>Both sides</td>
<td>Alley south of Central Street to Lincoln Street from 7:00am to 10:00am Monday through Saturday</td>
</tr>
</tbody>
</table>

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: 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 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.

Introduced: _________________, 2017

Adopted: _________________, 2017

Approved: _____________________, 2017

_______________________________

Stephen H. Hagerty, Mayor

Attest:

_______________________________

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

Subject: Ordinance 71-O-17, Amending Title 10, Motor Vehicles and Traffic,
         Chapter 11, Traffic Schedules, Section 18: Residents Parking Only
         Districts

Date: July 5, 2017

Recommended Action:
The Transportation/Parking Committee and staff recommends that the City Council
adopt Ordinance 71-O-17, amending of City Code Sections 10-11-18(G) by including
eligibility for the district for: Residents addresses of 2542 – 2566 Prairie Avenue, 2002-B
and 2002-C Central Street.

Livability Benefit:
Built Environment: Provide compact and complete streets and neighborhoods

Summary:
Alderman Eleanor Revelle requested that staff research the Residents Parking Only
District (G) to determine if the residents of the large apartment located in the 2500 block
of Prairie Avenue were ever considered eligible for inclusion in the ‘G’ parking district.
Though residents do have the opportunity to park their vehicle at the parking meters
after six (6) o’clock p.m. and on non-meter Sundays and Holidays, they have no access
to the District ‘G’ that their neighbors south of the location on Prairie Avenue enjoy.

Staff was unable to locate any documents as to why the building on Prairie Avenue was
excluded from eligibility. The recommended inclusion for availability would only be for
the residents renting apartments in the building to include 2542 – 2566 Prairie Avenue,
2002-B and 2002-C Central Street. Businesses would remain ineligible for the district
permit.

Alderman Revelle supports the recommendation.

---------------------------------------------------------------------
Attachment:
Ordinance 71-O-17
AN ORDINANCE

Amending Schedule XVIII, “Residents Parking Only Districts,” of City Code Section 10-11-18(G), “District Seven (7)” by Adding Residents Eligible for Inclusion in the Parking District 7

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

SECTION 1: Schedule XVIII (G), “Residents Parking Only Districts,” of Section 10-11-18(G), “District Seven (7),” of the Evanston City Code of 2012, as amended, is hereby further amended to include the following:

<table>
<thead>
<tr>
<th>The following residents are eligible to apply for and purchase permits for District Seven (7):</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Those residents having a legal address on the streets or portions of streets listed above.</td>
</tr>
<tr>
<td>2. Those residents located at 2542-2566 Prairie Avenue.</td>
</tr>
<tr>
<td>3. Those residents located at 2002-B and 2002-C Central Street.</td>
</tr>
</tbody>
</table>

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: 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 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.

Introduced: _________________, 2017
Adopted: _________________, 2017

Approved: ________________________, 2017

_______________________________
Stephen H. Hagerty, Mayor

Attest: ________________________
Approved as to form:

Devon Reid, 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 72-O-17, to Amend Title 11, Administrative Adjudication, Chapter 2, Parking & Compliance Violations, Section 11(B): Immobilization Program

Date: July 5, 2017

Recommended Action:
The Transportation/Parking Committee and staff recommends that the City Council adopt Ordinance 72-O-17, amending Title 11, Administrative Adjudication, Chapter 2, Parking & Compliance Violations, Section 11(B): Immobilization Program to read: “When the registered owner of a vehicle has accumulated three (3) or more final determinations of parking and/or compliance violation liability.”

Livability Benefit:

Summary:
In order to achieve voluntary compliance with parking regulations and to ensure that all fines and penalties are paid in a timely manner, staff recommends that the process of determining when a vehicle becomes eligible for immobilization be reduced from the current five (5) final determinations of parking and/or compliance violation liability to three (3).

Neighborhood parking issues have been exacerbated in recent years partially due to the influx of contractors working on large construction projects throughout Evanston. Much effort is made to direct contractors to parking structures and alternate parking areas; however, neighborhoods still see much less available parking than in the past. Targeted enforcement has helped but it is limited as vehicles continue to park illegally, accruing tickets, while further action (such as immobilization) cannot be taken until after the fifth ticket is received and a final determination of liability has been made. Additionally, many tickets go unpaid in perpetuity as out of state vehicles accrue up to four or five tickets in congested parking areas near the university and then return to their home states without ever paying for parking violations.
Currently the City of Chicago has a three ticket threshold for determining when a vehicle becomes eligible for immobilization.

The Parking and Transportation Committee discussed whether or not to lower the threshold to four instead of five but the consensus was that by lowering it to three there is less of a detrimental effect on an individual or families’ budget when the cost to become whole is much less. Frequently with the current system by the time the tickets accumulate up to 5 the fines associated with them is over $500. If a boot situation occurs it is much more difficult to recover from then if it the threshold was three and an individual had to true up with an amount closer to $250.

The following charts show the current outstanding tickets due and where ticketed vehicles are registered.

**All counts are for tickets issued from January 1, 2010 - June 15, 2017**

<table>
<thead>
<tr>
<th># of outstanding tickets</th>
<th># of accounts</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 or more</td>
<td>2511</td>
<td>$1,198,879</td>
</tr>
<tr>
<td>4 or more</td>
<td>4040</td>
<td>$1,599,541</td>
</tr>
<tr>
<td>3 or more</td>
<td>6537</td>
<td>$2,080,600</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total Owed</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vehicles registered to</th>
<th># of accounts</th>
<th>5 or more</th>
<th>Amount Due</th>
<th>4 or more</th>
<th>Amount Due</th>
<th>3 or more</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evanston</td>
<td>3,309</td>
<td>1,402</td>
<td>$736,220</td>
<td>2,157</td>
<td>$948,133</td>
<td>3309</td>
<td>$1,194,116</td>
</tr>
<tr>
<td>Chicago</td>
<td>1,399</td>
<td>479</td>
<td>$195,128</td>
<td>807</td>
<td>$273,658</td>
<td>1399</td>
<td>$376,450</td>
</tr>
<tr>
<td>Other IL</td>
<td>1,441</td>
<td>481</td>
<td>$199,332</td>
<td>830</td>
<td>$284,122</td>
<td>1441</td>
<td>$389,872</td>
</tr>
<tr>
<td>Out of State</td>
<td>388</td>
<td>149</td>
<td>$68,199</td>
<td>246</td>
<td>$93,628</td>
<td>388</td>
<td>$120,162</td>
</tr>
</tbody>
</table>

In addition to encouraging compliance with on street parking regulations there will be some increased revenue realized as a result of this change as many vehicles sit in the 3-4 ticket queue for some time and continue to age.

**Attachment:**
Ordinance 72-O-17
AN ORDINANCE

Amending City Code Section 11-2-11(B), “Immobilization Program” by Amending the Amount of Liable Tickets Needed to Immobilize a Vehicle from Five (5) to Three (3)

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

SECTION 1: Section 11-2-11(B), “Immobilization Program,” of the Evanston City Code of 2012, as amended, is hereby further amended to the following:

(B) When the registered owner of a vehicle has accumulated five (5) three (3) or more final determinations of parking and/or compliance violation liability, in any combination, for which the fines and applicable penalties, have not been paid in full, the Administrative Hearings Division Manager shall will cause a notice of impending vehicle immobilization to be sent in accordance with Subsection 11-2-5(F) of this code.

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: 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 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.

Introduced: _________________, 2017
Adopted: _________________, 2017

Approved: _____________________________, 2017

_______________________________
Stephen H. Hagerty, Mayor

Attest: ______________________________
Devon Reid, City Clerk

Approved as to form:

_______________________________
W. Grant Farrar, Corporation Counsel
Memorandum

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

From: David D. Stoneback, Public Works Agency Director

Subject: Ordinance 58-O-17, Amending City Code 7-2-5-3 “Permit Fees,” to include Block Party Regulations

Date: July 11, 2017

Recommended Action:
Staff recommends City Council adoption of Ordinance 58-O-17 by which City Council would amend City Code 7-2-5-3 “Permit Fees,” to include Block Party Regulations. This Ordinance was introduced at the July 10, 2017 City Council meeting.

Livability Benefits:
Education, Arts & Community: Promote a cohesive and connected community

Background:
On May 22, 2017, Alderman Suffredin made a referral to the Administration and Public Works Committee to discuss the City’s Block Party policy and procedures. On June 1, 2017 a discussion was held at the Administration and Public Works Committee to modify the policy and codify the block party regulations.

Summary:
The current block party policy requires an application form be submitted to the Public Works Agency and indicates that the applicant has notified all persons within the affected block and that no one objects to the closing of the street or the proposed activities. The revised codified regulations will indicate if three (3) or more persons within the affected block object to the closing of the street or the proposed activities, the City will not issue a permit. Additionally, future applications will be submitted to the City 311 system.

Attachment:
Ordinance 58-O-17
AN ORDINANCE

Amending City Code Section 7-2-5-3, “Permit Fees,” to Include Block Party Regulations

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

SECTION 1: Section 7-2-5-3, “Permit Fees,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

7-2-5-3. - PERMIT FEES AND BLOCK PARTIES.

Permits for the obstruction or closure of public right-of-way shall be paid in accordance with the following schedule:

Sidewalk/parkway ..... $1.50/lin. ft./week ($50.00 minimum)
Parking lane ..... $1.50/lin. ft./week ($50.00 minimum)
Traffic lane or alley ..... $1.50/lin. ft./week ($50.00 minimum)

Penalties. The penalty shall be five hundred dollars ($500.00) per day if the permit expires and the obstruction remains; however, the Director of Public Works may extend the permit upon request by the applicant. The penalty shall be five hundred dollars ($500.00) per day for obstructing the public way without a permit (except in cases of emergency); however, if all permit requirements are subsequently met and a permit is issued, the penalty may be reduced to an amount equal to the first month’s permit fee using the schedule above.

Nothing herein contained shall preclude the City from maintaining an action against the person to recover damage done to any public right-of-way.

Nothing in this Section shall be interpreted to apply a fee to the closing or obstructing of streets or sidewalks for the purposes of a permitted block party.

City of Evanston residents may apply to the City for a permit to have block party and must complete and submit a block party application to the Public Works Agency. The block party applicant must list the proposed location and date/time of the block party. The application must be submitted to the City of Evanston 311 System at least ten (10)
business days in advance of the proposed block party. All persons within the affected block must be notified by the applicant. If (3) three or more persons within the affected block object to the closing of the street or the proposed activities, the City will not issue a block party permit.

Block parties are permitted by the City May 1 through September 30 of every calendar year.

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 Complied Statues and the courts of the State of Illinois.

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 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.

Introduced: ________________, 2017

Approved: ________________, 2017

Stephen H. Hagerty, Mayor

Attest: ________________

Devon Reid, 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 61-O-17, Increasing the Number of Class D Liquor Licenses for Furious Spoon Evanston Maple Ave., LLC, d/b/a Furious Spoon, 1700 Maple Street

Date: July 11, 2017

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 61-O-17, Increasing the number of authorized Class D liquor licenses for Furious Spoon Evanston Maple Ave., LLC, d/b/a Furious Spoon, 1700 Maple Street. This Ordinance was introduced at the July 10, 2017 City Council Meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 61-O-17 amends Evanston City Code of 2012 Subsection 3-4-6-(D), as amended, to increase the number of authorized Class D liquor licenses from fifty-four (54) to fifty-five (55) and permit issuance of a Class D license to Furious Spoon Evanston Maple Ave., LLC, d/b/a Furious Spoon, 1700 Maple Street. This 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 on the premises. Company representative Anshal Mangal submitted application materials.

Legislative History:
At the June 21, 2017 Liquor Control Review Board meeting, Company requested consideration of application for a Class D liquor license.

Attachments:
Ordinance 61-O-17
Application
Draft Minutes of the June 21, 2017 Liquor Control Review Board meeting
AN ORDINANCE

Amending City Code Section 3-4-6-(D) to Increase the Number of Class D Liquor Licenses from Fifty-Four to Fifty-Five
(Furious Spoon Evanston Maple Ave., LLC, d/b/a Furious Spoon, 1700 Maple Street)

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>D</th>
<th>Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$2,800</th>
<th>$2,800</th>
<th>54 55</th>
<th>None</th>
<th>11 a.m.—1 a.m. (Mon-Thurs); 11 a.m. – 2 a.m. (Fri-Sat); 12 p.m. – 1 a.m. (Sun)</th>
</tr>
</thead>
</table>

SECTION 2: Subsection 3-4-6-(D) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class D liquor licenses from fifty-four (54) to fifty-five (55) 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-four (54) fifty-five (55) 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

______________________________, 2017

Stephen H. Hagerty, Mayor

Attest:

Devon Reid, City Clerk

Approved:

Approved as to form:

______________________________

W. Grant Farrar, Corporation Counsel
City of Evanston annual Liquor License Application

City of Evanston
Application for Liquor License

Date: 05/08/2017
Liquor Class: D
Initial license Fee: $2,800.00

1. APPLICANT
A. Corporation name: Furious Spoon Evanston Maple Ave LLC
B. Business name: Furious Spoon
C. Previous business name (if dba changed):
D. Business address (city, state, zip code):
   1700 Maple Avenue, Evanston, Illinois 60201
E. Business telephone: 312-763-6966
F. Business website: FuriousRamen.com
G. Business Email: anshul@furiousramen.com
H. Illinois business tax number: REDACTED

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION
A. Address applying for liquor license (exact street address):
   1700 Maple Avenue
B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):
   See attached site plan
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):

   Restaurant that serves Food and Alcohol

Liquor to be served and/or sold:     Alcoholic liquor    Beer and Wine only    Wine only

Days and times liquor is served:

   Sunday: 11am to 1am   Monday: 11am to 1am   Tuesday: 11am to 1am
   Wednesday: 11am to 1am
   Thursday: 11am to 1am   Friday: 11am to 2am
   Saturday: 11am to 2am

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? | 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? 51 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? | 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? | yes | no |

6. BUSINESS SPECIFIC INFORMATION (for package stores)

| A. Does the applicant seek to sell liquor upon the premises of a package store? | 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? | 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? to Ten Years from delivery of possession

D. What is the name of the Landlord? SCG Church Street Plaza, LLC

E. What is the address of the Landlord? (please include city, state, and zip code.)
   875 North Michigan Avenue, #1800
   Chicago, Illinois 60611

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?
   If yes, explain: □ yes ☑ no

E. 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>
<tbody>
<tr>
<td>Taft Stettinius &amp; Hollister LLP</td>
<td>111 E. Wacker Drive, Suite 2800, Chicago, IL 60601</td>
<td>312-840-4332</td>
<td>Attorney</td>
</tr>
</tbody>
</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]

Signature of Applicant

5-15-17
Date
City of Evanston
Liquor License Application

AFFIDAVIT

State of Illinois

County of Cook

The undersigned hereby makes application for a Class D 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]
Signature of Applicant

[Signature]
Signature of Applicant

Subscribed and sworn to before me this 16th day of May, 2017

[Seal]
Notary Public

OFFICIAL SEAL
LLOYD LEET
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/24/20
City of Evanston annual Liquor License Application

CORPORATE INFORMATION FORM
(Supplement A)

Applicants must file business with Secretary of State:

Name of Corporation/Partnership: Furious Spoon Evanston Maple Ave LLC

Corporate Address:
1700 Maple Avenue, Evanston, Illinois 60201

Corporate Ph #: (773) 531-2120 Corporate Email: anshul@furiousramen.com FEIN: REDACTED

Business Status:

Date Corporation/Partnership was Organized: 02/16/2017

State Articles of Incorporation/Organization filed: Illinois

Date Articles of Incorporation/Organization filed with Secretary of State: 02/16/2017

Date Certification of Incorporation/Organization was Issued by Secretary of State: 02/16/2017

Are there any amendments to Articles of Incorporation?
(if yes, provide date filed) Yes No

Date Amendment Filed

What are the total shares of stock created by this Corporation?

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>Furious Fund LLC</td>
<td>100%</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 No

Has the Corporation attached evidence of Good Standing with the State of Illinois?

Yes No

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization?

Yes No

What is the objective of Corporation? Full Service Restaurant with liquor

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation?

Yes No
FURIOUS SPOON EVANSTON MAPLE AVE LLC
ORGANIZATIONAL CHART

FURIOUS SPOON EVANSTON MAPLE AVE

ANSHUL MANGAL
PARTNER

SHIN THOMPSON
EXEC. CHEF
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

FURIOUS SPOON EVANSTON MAPLE AVE LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON FEBRUARY 16, 2017, 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 DOMESTIC LIMITED LIABILITY COMPANY 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 16TH day of MAY A.D. 2017.

Jesse White
SECRETARY OF STATE
1. Limited Liability Company Name: FURIOUS SPOON EVANSTON LLC

2. Address of Principal Place of Business where records of the company will be kept:
   1700 MAPLE AVENUE
   EVANSTON, IL 60201

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:
   ANSHUL MANGAL
   1571 N MILWAUKEE AVE
   CHICAGO, IL 60622-2009

5. Purpose for which the Limited Liability Company is organized:
   "The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company is managed by the manager(s).
   MANGAL, ANSHUL
   1017 W WASHINGTON BLVD 4D
   CHICAGO, IL 60607

   THOMPSON, SHIN
   3230 N KILBOURN AVE
   CHICAGO, IL 60641

8. Name and Address of Organizer
   I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

   Dated: FEBRUARY 16, 2017
   ANSHUL MANGAL
   1017 W. WASHINGTON BLVD. 4D
   CHICAGO, IL 60607
Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If yes, cut along the dotted line (fits a standard 5 x 7" frame). Your authorization must be visibly displayed at the address listed. Do not discard - your Illinois Business Authorization is an important tax document that provides you the authorization to legally do business in Illinois.

Illinois Business Authorization

FURIOUS SPOON EVANSTON MAPLE AVE LLC
DBA: FURIOUS SPOON
1700 MAPLE AVE
EVANSTON IL 60201-3134

Loc. Code: 016-0018-4-001
Evanston
Cook County

Certificate of Registration

Sales and use taxes and fees (4250-3061)

Expiration Date: 7/1/2022

Issued Date: 07/01/2017

395 of 471
EXHIBIT L

Patio Area
(located within circled area shown below)

METRA - Union Pacific North Line

Patio Area

Maple Ave

Church St

1.55in

Patio Area

Terra & Vine

World Market

Black Art Materials

Chil's

Uncle Dan's

Urban Outfitters (1st Floor only)

3.815m

3.815m
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
Guy Viti Insurance
445 Sheridan Road
Highwood IL 60040

INSURED
Furious Spoon Evanston Maple Ave LLC
1700 Maple Ave
Evanston IL 60201

CONTACT NAME: Sherrice Kindred
PHONE: (847) 432-1000
FAX: (847) 433-5856
E-MAIL: sherrice@viticompanies.com

CERTIFICATE NUMBER: CL1733014990
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 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
Sherrice Kindred/CFAN

© 1988-2014 ACORD CORPORATION. All rights reserved.
Date: 05/15/2017
Bond Number: 2349998

GUY VITI INSURANCE AGENCY INC
446 SHERIDAN ROAD
HIGHWOOD, IL 60040

PRINCIPAL INFORMATION:
Furious Spoon Evanston Maple Ave, LLC
1700 Maple Ave
Evanston, IL 60201-3134

Billing Address - if blank, see Principal above:
Furious Spoon LLC
1571 N. Milwaukee Avenue
Chicago, IL 60622

Obligee Information:
City of Evanston
2100 Ridge Ave
Evanston, IL 60201-2716

WB Index: NLD 2349998 0
Bond Eff Date: 05/15/2017
Bond Exp Date: 05/15/2018

Bond Type: -Generic License & Permit Compliance (including Instant Issue)
Work Description: License & Permit Compliance
Liquor License Bond

Current Bond Limit: $ 2,500.00
Previous Bond Limit: $
Bond Premium: $ 50.00
Premium Change: $ 0.00

THIS IS NOT AN INVOICE

MICHIGAN ONLY: This policy is exempt from filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.
License and Permit Bond

(Valid in the states of Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Ohio and Wisconsin only)

For County, City, Town or Village Only – Not valid for bonds required by the State.

Not valid for Contract, Performance, Maintenance, Subdivision, Supply or Utility Guarantee Bond.

Principal: (Full name and address)
Furious Spoon Evanston Maple Ave, LLC
1700 Maple Ave
Evanston, IL 60201-3134
Effective Date: May 15, 2017

Obligee: (Principal's customer)
City of Evanston
2100 Ridge Ave
Evanston, IL 60201-2716
Expiration Date: May 15, 2018

(Penal up to 3 years)

PENAL AMOUNT OF BOND:
Two Thousand Five Hundred Dollars

Dollars ($ 2,500.00), lawful money of the United States, to be paid to the said obligee, for which payment well and truly to be made we bind ourselves and our legal representative, jointly and severally.

The condition of this obligation is such, that whereas, the principal has been licensed by the Obligee for:
Liquor License Bond

NOW, THEREFORE, if said Principal shall faithfully perform all the duties and comply with the laws and ordinances, (including all amendments) pertaining to the license or permit, then this obligation shall be null and void; otherwise to remain in full force for not more than 36 consecutive months, unless renewed by continuation certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and at the expiration of thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later, this bond shall ipso facto terminate and the Surety shall be relieved from any liability for any subsequent acts or omissions of the Principal.

Principal's company shall save and keep harmless the Obligee from all losses or damage which it may sustain or for which it may become liable on account of the issuance of said license and permit. The maximum liability shall not exceed the bond penalty.

Signed with our hands and sealed with our seals this the 15th day of May, 2017.

Furious Spoon Evanston Maple Ave, LLC

West Bend Mutual Insurance Company

Kevin A. Steiner, Chief Executive Officer

On the 1st day of March, 2009, before me personally came Kevin A. Steiner to me known, who being by me duly sworn, did depose and say: that he resides in the County of Washington, State of Wisconsin; that he is the Chief Executive Officer of WEST BEND MUTUAL INSURANCE COMPANY the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN
County of Washington

John Dowell (Notary Public)
My Commission is permanent.

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.
Power of Attorney

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

James J. Pauli
Secretary

[Signature]

Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 15th day of May, 2017

Dale J. Kent
Executive Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.
CHOOSE YOUR BOWL

VEGETABLE RAMEN 7.95
Miso, scallion, marinated garlic, chili, sesame, lime, cilantro, scallion, egg, nori, basil, toasted nori.
Recommended toppings: egg, nori, spicy, shiitake, sesame, fried onions.

SHIOYU RAMEN 10.95
Miso, scallion, marinated garlic, chili, sesame, lime, cilantro, scallion, egg, nori, basil, toasted nori.
Recommended toppings: egg, nori, spicy, shiitake, sesame, fried onions.

CHICKEN RAMEN 9.95
Chicken broth, white pepper, chili, scallions, egg, nori, sesame, fried onions. Recommended toppings: egg, nori, spicy, shiitake, sesame, fried onions.

CITRUS CHICKEN RAMEN 10.75
Chicken broth, white pepper, chili, scallions, egg, nori, sesame, fried onions. Recommended toppings: fresh corn, chili, spicy, shiitake.

6 HOLY COW RAMEN 12.95
Chopped mango, spicy beef, pimento soup, ground beef and string beans in chili. Recommended toppings: egg, nori, sesame, fried onions.

6 HUNGRY RAMEN 12.95
Spicy chili, scallions, cilantro, white pepper, chili, scallions, egg, nori, sesame, fried onions. Recommended toppings: fresh corn.

RICE BOWLS

4 FURIOUS BEEF BOWL 11.95
4 LOADED Ahi TUNA POKE BOWL 12.75

ADD TOPPINGS

MARINATED MUSHROOMS 1.50
CABBAGE 1.25
EARTH FRUITS 1.25
MARINATED BEANS 1.25
ROASTED GARLIC 1.25
NOODLE 1.25
FRESH CORN 1.50
NIHON BREW 1.20
Miso Ramen 1.20
Miso Bowl 1.20
PRAWN PECAN CRUNCH 2.75
WHITE PEPPER CHICKEN 2.75
PEACH FRUIT JUICE 1.75
Special Topping 1.50

FURIOUS BEEF BOWL 1.25
CRISPY SUSHI ROLL 1.50
BEEF BEEF BEEF BOWL 1.25
FRESH CORN 1.50
NIHON BREW 1.20
Miso Ramen 1.20
Miso Bowl 1.20
MISO BOWL 1.20
PRAWN PECAN CRUNCH 2.75
WHITE PEPPER CHICKEN 2.75
PEACH FRUIT JUICE 1.75
Special Topping 1.50

FURIOUS BEEF BOWL 1.25
CRISPY SUSHI ROLL 1.50
BEEF BEEF BEEF BOWL 1.25
FRESH CORN 1.50
NIHON BREW 1.20
Miso Ramen 1.20
Miso Bowl 1.20
MISO BOWL 1.20
PRAWN PECAN CRUNCH 2.75
WHITE PEPPER CHICKEN 2.75
PEACH FRUIT JUICE 1.75
Special Topping 1.50

FURIOUS BEEF BOWL 1.25
CRISPY SUSHI ROLL 1.50
BEEF BEEF BEEF BOWL 1.25
FRESH CORN 1.50
NIHON BREW 1.20
Miso Ramen 1.20
Miso Bowl 1.20
MISO BOWL 1.20
PRAWN PECAN CRUNCH 2.75
WHITE PEPPER CHICKEN 2.75
PEACH FRUIT JUICE 1.75
Special Topping 1.50

FURIOUS BEEF BOWL 1.25
CRISPY SUSHI ROLL 1.50
BEEF BEEF BEEF BOWL 1.25
FRESH CORN 1.50
NIHON BREW 1.20
Miso Ramen 1.20
Miso Bowl 1.20
MISO BOWL 1.20
PRAWN PECAN CRUNCH 2.75
WHITE PEPPER CHICKEN 2.75
PEACH FRUIT JUICE 1.75
Special Topping 1.50
Congratulations!

You have successfully completed the ServSafe Alcohol® Responsible Alcohol Service Training and Certification Program. This is your official ServSafe Alcohol Certification Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcoholic program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decisions when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your Safe Restaurant Association, your distributor, or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

[Signature]

Sherman Brown
Senior Vice President, National Restaurant Association Solutions

NOTES: You can access your score and certification information anytime at ServSafe.com with the code provided on this form.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.3477 ext. 6703

ServSafe Alcohol® CERTIFICATE

APPLIED MATERIAL

NAME

DATE OF EXAMINATION

[Signature]

This certification entitles the holder to use the ServSafe Alcohol logo.

In Alaska you must laminate your card for it to be valid.
Illinois BASSET On-Premise
SELLER / SERVER CERTIFICATION

Trainee Name: Shin Thompson
Date of Completion: 02/18/2016

School Name: 360training.com dba Learn2Serve

I, ____________________________
certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.

This course provides necessary
knowledge and techniques for the
responsible serving of alcohol.

This is your temporary certificate of completion. You will receive you official card in the mail. Please forward all questions to support@360training.com.
MEETING MINUTES

Liquor Control Board
Wednesday, June 21, 2017 11:30 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty; Marion Macbeth; Dick Peach

Members Absent: Byron Wilson

Staff Present: Grant Farrar, Theresa Whittington

Others Present: Shin Thompson (Furious Spoon); Peter O’Malley (Beer on Central); Brian O’Malley (Beer on Central); Chris Collins (North Shore Cider)

Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:31 a.m.

NEW BUSINESS

Furious Spoon Evanston Maple Ave., LLC Dba Furious Spoon, 1700 Maple Street, Evanston, IL 60201

Shin Thompson (ST) of Furious Spoon requested approval for a Class D liquor license (Restaurant /Liquor). ST is chef and partner at Furious Spoon. There are four locations in Chicago. It is a Tokyo-style ramen shop. It’s fast casual handmade noodles that are cooked to order. ST studied Japanese Ramen in Japan. He stated that Ramen has become very popular over the past couple of years. ST stated that 80% of sales will come from food and 20% from liquor. Alcohol will be a compliment to the food. The restaurant will offer sake, beer, wine and spirits. Mayor Hagerty asked how long the restaurants in Chicago have been in operation and if any violations of the liquor code have occurred at any of them. ST responded that the Chicago restaurants have been open for about three years and there have been no violations. Marion Macbeth asked how many servers will be employed. ST responded that he estimates hiring approximately 10 and will hire locally. Marion Macbeth expressed concern about the location and access to college students and stressed the importance of BASSET training. ST responded that all of his servers will be BASSET trained. Mayor Hagerty asked ST how he will assure the board that the restaurant will take prevention of underage drinking seriously. ST responded that all staff will be trained to card everyone regardless of how old they appear and all servers will be BASSET certified.

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 further questions or concerns over the request. None were voiced. The Board recommended issuing a Liquor License to be introduced at the City Council meeting on July 10, 2017.
Beer on Central, LLC, Dba Beer on Central, 1930 Central Street, Evanston, IL
Peter O’Malley (PO) and Brian O’Malley (BO) of Beer on Central requested approval of a Class K liquor license (beer/wine/spirits specialty shop with on-site consumption). PO introduced himself as part owner and operator. BO will serve as the store manager. The store will primarily sell specialty craft beer with some sales derived from wine and spirits. He estimates that 85% of sales will be for off-site consumption and 15% on-site. The space will be designed to look like an art gallery. PO owns the building. Mayor Hagerty asked if there are any similar concepts in Evanston. BO responded that the closest concept would be the Whole foods on Green Bay Road that sells alcohol on premise for consumption as well as for off-site consumption. BO says the store is about 1300 square feet and is similar in concept to a specialty wine shop but focused on beer. Mayor Hagerty asked the owners to be aware of patrons who might come in to the shop after having already consumed alcohol at other neighboring establishments and reiterated his intolerance for alcohol violations.

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 further questions or concerns over the request. None were voiced. The Board recommended issuing a Liquor License to be introduced at the City Council meeting on July 10, 2017.

North Shore Cider Company, LLC, DBA North Shore Cider Company, 707 Howard Street
Chris Collins (CC) requested a change in license class from Class P-4 (craft winery/off-site consumption) to P-3 (craft winery with on-site consumption). The business has been open since February. CC stated that customers have expressed interest in consuming cider on site. North Shore Cider Company is 1 of 4 cider wineries in the Chicago-Land area. The menu would consist of nuts, popcorn and cheese plates. Mayor Hagerty asked about the alcohol content of cider compared to beer and wine. CC responded that cider has less alcohol than wine and is more on par with beer. Cider is typically between 4-9% alcohol with North Shore Cider falling somewhere in the middle of that range. Mayor Hagerty asked if CC has any previous experience running an alcohol establishment. CC responded no. Mayor Hagerty stated that he has high expectations and expects that rules will be followed 100% when it comes to serving alcohol. He stated further that he has very low tolerance for alcohol violations. Marion Macbeth asked if additional servers will be hired. CC responded that he does anticipate needing to hire servers and will look locally.

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 further questions or concerns over the request. None were voiced. The Board recommended issuing a Liquor License to be introduced at the City Council meeting on July 10, 2017.

ADJOURNMENT
The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 12:00 p.m. June 21, 2017.

Respectfully Submitted,
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 62-O-17, Increasing the Number of Class K Liquor Licenses for Beer on Central, LLC dba Beer on Central, 1930 Central Street

Date: July 11, 2017

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 62-O-17, increasing the number of authorized Class K liquor licenses for Beer on Central, LLC dba Beer on Central, 1930 Central Street. This Ordinance was introduced at the July 10, 2017 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 62-O-17 amends Evanston City Code of 2012 Subsection 3-4-6-(K), as amended, to increase the number of authorized Class K liquor licenses from two (2) to three (3) and permit issuance of a Class K license to Beer on Central, LLC dba Beer on Central, 1930 Central Street. This license will permit Company the retail sale of alcoholic liquor 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 Peter O’Malley submitted application materials.

Legislative History:
At the June 21, 2017 Liquor Control Review Board meeting, Company requested consideration of application for a Class K liquor license.

Attachments:
Ordinance 62-O-17
Application
See Agenda Item A15 for Draft Minutes of the June 21, 2017 Liquor Control Board Mtg
AN ORDINANCE

Amending City Code Section 3-4-6-(K) to Increase the Number of Class K Liquor Licenses from Two to Three (Beer on Central, LLC dba Beer on Central, 1930 Central Street)

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

SECTION 1: 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:

<table>
<thead>
<tr>
<th></th>
<th>Wine, Beer, and Spirits Shop</th>
<th>Tasting</th>
<th>Wine, Beer, and Spirits</th>
<th>$5,000</th>
<th>$5,000</th>
<th>23</th>
<th>Store under 5,000 sq. ft.</th>
<th>8 a.m.—Midnight</th>
</tr>
</thead>
</table>

SECTION 2: Subsection 3-4-6-(K) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class K liquor licenses from two (2) to three (3) to read 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.

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 consisting of various single containers of beer chosen by the consumer.
3. Class K licensees may during authorized hours of business offer for on-site consumption beer and/or wine for retail sale. 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.

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 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) 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

Approved:

Adopted: ________________, 2017

__________________________

Stephen H. Hagerty, Mayor
Attest: Devon Reid, City Clerk

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: K  
Initial license Fee: $4,500

1. APPLICANT
   A. Corporation name: BEER ON CENTRAL LLC
   B. Business name: BEER ON CENTRAL
   C. Previous business name (if dba changed): 

D. Business address (city, state, zip code):
   1930 CENTRAL ST EVANSTON, IL 60201

E. Business telephone: TBD
F. Business website: BeerOnCentral.com  BeerOnCentral@gmail.com
G. Business Email: 
H. Illinois business tax number: REDACTED

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION
   A. Address applying for liquor license (exact street address):
      1930 CENTRAL STREET
   B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):
   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: WINE, BEER, AND SPIRITS RETAIL SHOPS WITH ON SITE TASTING
   Liquor to be served and/or sold: ☐ Alcoholic liquor  ☐ Beer and Wine only  ☐ Wine only
   Days and times liquor is served:  
      ☐ Sunday 11am to 7pm  ☐ Monday 11am to 8pm  ☐ Tuesday 11am to 8pm  ☐ Wednesday 11am to 8pm
      ☐ Thursday 11am to 8pm  ☐ Friday 11am to 9pm  ☐ Saturday 11am to 9pm
   Liquor will served or sold by:  
      ☑ Glass  ☐ Bottle  ☐ Can  ☐ Waitstaff  and/or  ☑ Over the counter

City of Evanston Liquor License Application (Rev. 03/05/2015) Application: Page 1 of 15

RECEIVED
JUN 09 2017
BY: ________________________________
## 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?  
   □ 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?  
   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?  
   □ 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? 6/1/17 to 5/31/27

D. What is the name of the Landlord? 1930 CENTRAL STREET EVANSTON LLC

E. What is the address of the Landlord? (please include city, state, and zip code.) 711 SUMMIT AVE, LAKE FOREST IL 60045

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/office(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.

<table>
<thead>
<tr>
<th>name</th>
<th>address</th>
<th>telephone</th>
<th>relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>PATRICK LARTIAN</td>
<td>111 EAST WACKER DR SUITE 2800</td>
<td>312.522.4000</td>
<td>ATTORNEY</td>
</tr>
</tbody>
</table>

CHICAGO IL 60601

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 1/7/17
City of Evanston Liquor License Application

AFFIDAVIT

State of )
           ) SS
County of )

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]
Signature of Applicant

[Signature]
Signature of Applicant

Subscribed and sworn to before me this day of 9, 2017

[Signature]
Notary Public

[Seal]
OFFICIAL SEAL
MARINA RUIZ
Notary Public - State of Illinois
My Commission Expires Jan 12, 2018
City of Evanston annual Liquor License Application

CORPORATE INFORMATION FORM
(Supplement A)

Applicants must file business with Secretary of State:

Name of Corporation/Partnership: BEER ON CENTRAL LLC

Corporate Address: 1930 CENTRAL ST. EVANSTON IL 60201

Corporate Ph #: Corporate Email: BEERONCENTRALLLC.COM FEIN: REDACTED

Business Status:

Date Corporation/Partnership was Organized: 5/12/17

State Articles of Incorporation/Organization filed: ILLINOIS

Date Articles of Incorporation/Organization filed with Secretary of State: 5/12/17

Date Certification of Incorporation/Organization was issued by Secretary of State: 5/12/17

Are there any amendments to Articles of Incorporation? [ ] Yes [ ] No Date Amendment Filed

What are the total shares of stock created by this Corporation? 1,000

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>BRIAN O'MALLEY</td>
<td>99.9%</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 [ ] No

If no, explain:

Has the Corporation attached evidence of Good Standing with the State of Illinois? [ ] Yes [ ] No

If no, explain:

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization? [ ] Yes [ ] No

If no, explain:

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? STORE OPERATION

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation? [ ] Yes [ ] No
Beer on Central LLC Organization Chart

Beer on Central LLC

Managers

Brian O'Malley 99% Membership

Peter O'Malley and Brian O'Malley

Peter O'Malley 1% Membership
Illinois
Limited Liability Company Act
Articles of Organization

FILE # 06295258

FILED
MAY 12 2017
Jesse White
Secretary of State

Form LLC-5.5
Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

1. Limited Liability Company Name: BEER ON CENTRAL, LLC

2. Address of Principal Place of Business where records of the company will be kept:
   1930 CENTRAL STREET
   EVANSTON, IL 60201

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:
   TAFT SERVICE SOLUTIONS CORP.
   111 E. WACKER DRIVE, STE. 2800
   CHICAGO, IL 60601

5. Purpose for which the Limited Liability Company is organized:
   "The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company is managed by the manager(s).
   PETER O'MALLEY
   781 SUMMIT AVE.
   LAKE FORREST, IL 60045

   BRIAN O'MALLEY
   2122 DEWEY AVE.
   EVANSTON, IL 60201

8. Name and Address of Organizer
   I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.
   Dated: MAY 12, 2017
   LINDA WAINWRIGHT
   111 E. WACKER DRIVE, STE. 2800
   CHICAGO, IL 60601

This document was generated electronically at www.cyberdriveillinois.com
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

BEER ON CENTRAL, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MAY 12, 2017, 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 DOMESTIC LIMITED LIABILITY COMPANY 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 7TH day of JUNE A.D. 2017.

Jesse White
SECRETARY OF STATE
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGETIVELY 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
Guy Viti Insurance
445 Sheridan Road
Highwood IL 60040

INSURED
Beer on Central LLC
DBA Beer on Central
1930 Central Street
Evanston IL 60201

CONTACT
Sherrice Kindred
PHONE (847) 432-1000
FAX (847) 432-6685
EMAIL sherricoe@viticompanies.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Scottsdale Insurance Company
INSURER B: Lloyds
INSURER C: 
INSURER D: 
INSURER E: 
INSURER F: 

COVERAGES
CERTIFICATE NUMBER: CL1742815170

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 REGARD TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY CERTAIN, 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>
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<tr>
<th>USER LTR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>C92659285</td>
<td>5/5/2017 - 8/5/2017</td>
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<tr>
<td>B</td>
<td>LIQUOR LIABILITY</td>
<td>LIQ226096</td>
<td>6/1/2017 - 6/1/2018</td>
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</tbody>
</table>

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

City of Evanston is 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

S Kindred/SHERRI

© 1988-2014 ACORD CORPORATION. All rights reserved.
Rider to Bond

Effective 05/26/2017, this rider is hereby attached to and made a part of Bond No. 2351095.

West Bend Mutual Insurance Company hereby agrees and gives consent to revise the information contained in the original bond as follows:

Name of Principal: Beer on Central, LLC
Address of Principal: 1930 Central St, Evanston, IL 60201-2228
Name of Obligee: City of Evanston
Address of Obligee: 2100 Ridge Ave, Evanston, IL 60201-2716
Effective Date: 05/26/2017
Expiration Date: 05/26/2018
Penalty Amount: $2,500.00
Bond Type: License & Permit Compliance
Type of Work: Liquor License Bond

PROVIDED, however, that the liability of the Surety as changed by this rider shall not be cumulative and that all other terms and conditions shall remain the same.

WEST BEND MUTUAL INSURANCE COMPANY

[Signature]

Attorney-in-Fact

Name Typed: Kevin A. Steiner

Dated this 9th day of June 2017

Indicated Change: Name of Principal

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.
Power of Attorney

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

James J. Pauly
Secretary

Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 9th day of June, 2017

Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.
Beer on Central

Snack Food Available for Purchase

All items sold in individual packages

Items such as;
- Bags of pretzels
- Granola bars
- Bags of popcorn
- Bags of potato chips
- Bags of trail mix
- Bags of other snack foods
Certificate of Completion

BRIAN O’MALLEY

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 5/7/2017

from the American Safety Council.

Jeff Pairan
Illinois BASSET Training

This card certifies that:

BRIAN O'MALLEY

has completed the

On-Premise BASSET Alcohol Certification

6/8/2017
Exp Date
Certificate of Completion

American Safety Council

BRIAN O'MALLEY

Has diligently and with merit completed the Off-Premise BASSET Alcohol Certification on 5/12/2017 from the American Safety Council.

Jeff Pairan
Illinois BASSET Training

This card certifies that:

BRIAN O'MALLEY

has completed the

Off-Premise BASSET Alcohol Certification

5/11/2017

Exp. Date
Certificate of Completion

PETER O'MALLEY

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 5/12/2017
from the American Safety Council.

Jeff Pafran
Illinois BASSET Training

This card certifies that:

PETER O'MALLEY

has completed the
On-Premise BASSET Alcohol Certification

6/11/2017

[Signature]

Date
Certificate of Completion

American Safety Council

PETER O'MALLEY

Has diligently and with merit completed the
Off-Premise BASSET Alcohol Certification on 5/14/2017

from the American Safety Council.

Jeff Painan
Illinois BASSET Training

This card certifies that:

PETER O'MALLEY

has completed the

Off-Premise BASSET Alcohol Certification

06/13/2217

Exp. Date
Memorandum

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

From: W. Grant Farrar, Corporation Counsel

Subject: Ordinance 46-O-17, Amending City Code Section 9-5-15, Regulating
   Small Unmanned Aircraft in the City of Evanston

Date: July 24, 2017

Recommended Action:
City staff recommends City Council adoption of Ordinance 46-O-17. This Ordinance
was introduced at the June 12, 2017 City Council meeting, and held for action at the
July 24, 2017 City Council meeting following an amendment proposed by Ald. Wynne
and subsequently approved.

Livability Benefit:
Built Environment: Enhance public spaces.

Summary:
City staff drafted Ordinance 46-O-17 to address ongoing community concerns and
provide an enforcement tool related to the operation of small unmanned aircraft,
including drones. Relevant City Code Section 9-5-15 was last amended before 1957.
City staff reviewed and considered comparable small unmanned aircraft regulations
from similarly situated jurisdictions. The proposed ordinance does not prohibit the
operation of all unmanned aircraft within City limits. The Ordinance complies with
applicable federal regulations, including the Freedom from Drone Surveillance Act and
the Federal Aviation Administration Modernization and Reform Act of 2012.

At the July 10, 2017 City Council meeting, Alderman Wynne amended the draft
ordinance to allow drone operations in City parks, with the City’s consent, but to prohibit
it at schools when school is in session. The draft language to capture that amendment,
which was approved on July 10th, is set forth below:

9-5-15-2. – OPERATING REGULATIONS.
Except as otherwise provided in City Code Subsection 9-5-15-3, no
person can operate any small unmanned aircraft in city airspace:

(A) over any City of Evanston property or buildings, including City
   parks and buildings, open air assembly unit, over a school or school yard
when a school is in session, hospital, or place of worship, without the property owner’s consent, and subject to any restrictions that the property owner may place on such operation;

***

9-5-15-3. – CONSTRUCTION OF SECTION.
(A) Operations Authorized by the City - Exception. Nothing in this Section will be construed to prohibit, limit, or otherwise restrict any person who applies for and receives a permit issued by the City, pursuant to City Code Section 7-10-8(D)(1)(a)(8), to operate a small unmanned aircraft in a City park.

Under the proposed ordinance:

- The definition of “small unmanned aircraft” includes drones. Section 9-5-15-1.
- Prohibits the operation of small unmanned aircraft over any open air assembly unit, school or school yard when school is in session, hospital, place of worship, or City of Evanston property, including City buildings, without the property owner’s consent. Section 9-5-15-2(D).
- Prohibits the operation of small unmanned aircraft directly over any person without their consent. Section 9-5-15-2(B).
- The operation of small unmanned aircraft cannot occur within 1,320 feet of the City of Evanston Water Treatment Plant without the City’s consent. Section 9-5-15-2(J). The intent of this subsection is to prevent collisions with helicopter ambulances.
- Ordinance 46-O-17 is not construed to prohibit, limit, or otherwise restrict a person who is authorized by the Federal Aviation Administration to operate a small unmanned aircraft in city airspace. Section 9-5-15-3(A).
- Ordinance 46-O-17 is not construed to prohibit the use of a drone by a law enforcement agency in accordance with the Freedom from Drone Surveillance Act, 725 ILCS 167/1 et seq. City Code Section 9-5-15-3(C).
- Small unmanned aircraft can only be operated between dawn and dusk. Section 9-5-15-2(H).
- Failure to comply with the provisions set forth in Ordinance 46-O-17 will result in a $500.00 fine for each offense. Every day a violation continues will be deemed a separate offense. Section 6-5-15-5.

Other jurisdictions who have adopted drone ordinance provisions include the City of Chicago, the Village of Schaumburg, and the Village of Manhattan. The City of Chicago Drone Ordinance received positive reviews from both privacy advocates and drone enthusiasts.

Attachments:
Ordinance 46-O-17
AN ORDINANCE

Amending City Code Section 9-5-15, Regulating Small Unmanned Aircraft in the City of Evanston

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Legislative Statement. This Ordinance regulates the use of small unmanned aircrafts, including drones, in the City of Evanston in order to address issues related to public health, safety, and welfare. This Ordinance will reduce public nuisances created by individuals operating small unmanned aircrafts within the City. The City will regulate the operation of unmanned aircrafts and will assess against operators the costs associated with preventing the public nuisance activity.

Article VII, Section (6)a of the Illinois Constitution of 1970, which states that the “powers and functions of home rule units shall be construed liberally,” and 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). Pursuant to 65 ILCS 5/1-2-1, the City may make all rules and regulations to carry into effect the powers granted to the City, such broad and general grant of authority complementing the City’s home rule powers. At meetings held in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.), the City Council considered this Ordinance, heard public comment, and made findings. It is well-settled law in Illinois 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(1991)) and is not subject to courtroom fact-finding (see National Paint & Coating Ass’n v. City of Chicago, 45 F.3d 1124 (1995)).

The City Council finds that there is a growing prevalence of small unmanned aircrafts, including drones, which created public safety concerns. Further, small unmanned aircrafts are equipped with highly sophisticated surveillance technology that may threaten privacy and can carry cargo that could threaten safety. The federal government regulates the airspace through the Federal Aviation Administration ("FAA"), which launched a public awareness campaign urging novice operators to pay attention to safety and to avoid reckless and unsafe activities, such as flying too close to passenger planes, buzzing crowds or operating drones or unmanned aircraft while under the influence of alcohol or drugs. The FAA regulations specifically state that "land use, zoning, privacy, trespass, and law enforcement operations" are areas that are appropriate for local municipal rules governing the regulation of small unmanned aircrafts. See, State and Local Regulation of Unmanned Aircraft Systems (UAS) Fact Sheet, FAA, https://www.faa.gov/uas/resources/uas_regulations_policy/media/ uas_fact_sheet_final.pdf (last visited May 2, 2017).

The City Council now seeks to enact regulations for the flight of small unmanned aircraft within the City of Evanston. The City Council also recognizes that responsible and safe drone use is an increasingly popular recreational activity, particularly among photographers and journalists, and promotes technological innovation, economic growth and job creation. The use of drones for hobby and recreational purposes will enable Evanstonians of all ages to familiarize themselves with this new technology. This Ordinance does not prohibit the operation of all unmanned
aircrafts within the City limits. The Ordinance is reasonably tailored and complies with applicable federal regulations. The City Council finds that this Ordinance will enhance the public's safety, and promote the general welfare of City of Evanston residents and visitors alike.

SECTION 2: City Code Section 9-5-15 of the Evanston City Code of 2012, as amended, is stricken and replaced as follows:

9-5-15. – SMALL UNMANNED AIRCRAFT.

9-5-15-1. – DEFINITION

For purposes of this Section, the following definitions apply:

<table>
<thead>
<tr>
<th>Definition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aircraft</td>
<td>Any object invented, used or designed to navigate or fly in the air.</td>
</tr>
<tr>
<td>City airspace</td>
<td>The airspace above the land, water and waterways within the jurisdiction of the City of Evanston.</td>
</tr>
<tr>
<td>Firearm</td>
<td>As defined in City Code Section 9-8-1.</td>
</tr>
<tr>
<td>Hobby or recreational purposes</td>
<td>A pursuit engaged in for relaxation, and not for business purposes and not for compensation or hire.</td>
</tr>
<tr>
<td>Open air assembly unit</td>
<td>Any structure, enclosed area or other demarcated space used for the assembly of persons in the open air, including, but not limited to: stadiums, athletic fields, automotive speed ways, aviation fields, beach enclosures, observation platforms, outdoor public swimming pools, street festivals or parade routes.</td>
</tr>
<tr>
<td>Operate</td>
<td>To pilot, steer, direct, fly or manage a small unmanned aircraft through the air whether from within the aircraft or remotely. The term &quot;operate&quot; includes managing or initiating a computer system that pilots, steers, directs, flies or manages a small unmanned aircraft.</td>
</tr>
<tr>
<td>Public aircraft</td>
<td>(1) Except with respect to an aircraft described in subsection (5) below, an aircraft used only for the United States Government, except as</td>
</tr>
</tbody>
</table>
provided in 49 U.S. Code §40125(b).

(2) An aircraft owned by the Government and operated by any person for purposes related to crew training, equipment development, or demonstration, except as provided in 49 U.S. Code §40125(b).

(3) An aircraft owned and operated by the government of a State, the District of Columbia, or a territory or possession of the United States or a political subdivision of one of these governments, except as provided in 49 U.S. Code §40125(b).

(4) An aircraft exclusively leased for at least 90 continuous days by the government of a State, the District of Columbia, or a territory or possession of the United States or a political subdivision of one of these governments, except as provided in 49 U.S. Code §40125(b).

(5) An aircraft owned or operated by the armed forces or chartered to provide transportation or other commercial air service to the armed forces under the conditions specified by 49 U.S. Code §40125(c). In the preceding sentence, the term "other commercial air service" means an aircraft operation that (i) is within the United States territorial airspace; (ii) the Administrator of the Federal Aviation Administration determines is available for compensation or hire to the public, and (iii) must comply with all applicable civil aircraft rules under Title 14, Code of Federal Regulations.

**Small unmanned aircraft**  
An aircraft that: (1) is operated without the possibility of direct human intervention from within or on the aircraft, and (2) weighs less than 55 pounds at the time of the operation, including the weight of any payload or fuel. The term "small unmanned aircraft" includes drones.

**Surveillance**  
The gathering, without permission and in a manner that is offensive to a reasonable person, of visual images, physical impressions, sound recordings, data or other information involving the private,
| personal, business or familial activities of another person, business or entity, or that otherwise intrudes upon the privacy, solitude or seclusion of another person, business or entity, regardless of whether a physical trespass onto real property owned, leased or otherwise lawfully occupied by such other person, business or other entity, or into the airspace above real property owned, leased or otherwise lawfully occupied by such other person, business or other entity, occurs in connection with such surveillance. |
| Weapon | Any instrument, article or substance that, under the circumstances in which it is used, attempted to be used or threatened to be used, is readily capable of causing death or serious physical injury. |

9-5-15-2. – OPERATING REGULATIONS.

Except as otherwise provided in City Code Subsection 9-5-15-3, no person can operate any small unmanned aircraft in city airspace:

(A) over any City of Evanston property or buildings, including City parks and buildings, open air assembly unit, over a school or school yard when a school is in session, hospital, or place of worship, without the property owner's consent, and subject to any restrictions that the property owner may place on such operation;

(B) except for hobby or recreational purposes only, and in conformity with this Section;

(C) directly over any person who is not involved in the operation of the small unmanned aircraft, without such person's consent;

(D) over property that the operator does not own, without the property owner's consent, and subject to any restrictions that the property owner may place on such operation;

(E) at an altitude higher than 400 feet above ground level;

(F) outside the visual line of sight of the operator. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to maintain at all times an unobstructed view of the small unmanned aircraft, without the use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, goggles designed to provide a "first person view" from the model or similar devices;

(G) in a manner that interferes with, or fails to give way to, any manned aircraft;

(H) between dusk and dawn;

(I) whenever weather conditions impair the operator's ability to operate the small unmanned aircraft safely;
(J) within 1,320 feet of the City of Evanston Water Treatment Plant without the City's consent, and subject to any restrictions that the City may place on such operation;
(K) within 500 feet of any water intake facility or any electric generating facility, substation or control center without the facility owner's consent, and subject to any restrictions that the facility owner may place on such operation;
(L) within 100 feet of any electric transmission facility without the facility owner's consent, and subject to any restrictions that the facility owner may place on such operation;
(M) within 25 feet of any electric distribution facility or of any overhead wire, cable, conveyor or similar equipment for the transmission of sounds or signal, or of heat, light or power, or data, upon or along any public way within the City, without the facility or equipment owner's consent, and subject to any restrictions that the facility or equipment owner may place on such operation;
(N) for the purpose of conducting surveillance, unless expressly permitted by law;
(O) while under the influence of alcohol, or other drug or drugs, intoxicating compound or compounds or any combination thereof, as those terms are defined in 625 ILCS 5/11-501, as amended;
(P) that is equipped with a firearm or other weapon;
(Q) with intent to use such small unmanned aircraft or anything attached to it to cause harm to persons or property;
(R) in a reckless or careless manner; or
(S) in violation of any Federal or State law.

9-5-15-3. – CONSTRUCTION OF SECTION.

(A) Operations Authorized by the City - Exception. Nothing in this Section will be construed to prohibit, limit, or otherwise restrict any person who applies for and receives a permit issued by the City, pursuant to City Code Section 7-10-8(D)(1)(a)(8), to operate a small unmanned aircraft in a City park.

(B) Operations Authorized by the FAA - Exception. Notwithstanding the prohibitions set forth in this Section, nothing in this Section will be construed to prohibit, limit or otherwise restrict any person who is authorized by the Federal Aviation Administration to operate a small unmanned aircraft in city air space, pursuant to Section 333 of the FAA Modernization and Reform Act of 2012 or a certificate of waiver, certificate of authorization or airworthiness certificate under Section 44704 of Title 49 of the United States Code or other Federal Aviation Administration grant of authority for a specific flight operation(s), from conducting such operation(s) in accordance with the authority granted by the Federal Aviation Administration. Persons operating small unmanned aircraft in city airspace must have proof of such authorization on their person during operation.

(C) Operations Prohibited by the FAA - Clarification. Nothing in this section will be construed to authorize the operation of any small unmanned aircraft in city airspace in violation of any Federal statute or rules promulgated thereunder,
including, but not limited to, any temporary flight restrictions or notices to airmen issued by the Federal Aviation Administration.

(D) Operations Authorized by the State of Illinois - Exception. Notwithstanding the prohibitions set forth in this section, nothing in this section will be construed to prohibit the use of a drone by a law enforcement agency in accordance with Section 15 of the Freedom from Drone Surveillance Act, codified at 725 ILCS 167/1 et seq.

9-5-15-4. – VIOLATION - PENALTY.

Any person who violates this Section will be fined five hundred dollars ($500.00) for each offense.

9-5-15-5. – SEIZURE FOR UNLAWFUL USE.

(A) Upon a reasonable basis to believe that any small unmanned aircraft is or has been operating in violation of this Section, the City Manager, Chief of Police, Fire Chief, or their duly authorized enforcement officers or designees may seize the small unmanned aircraft.

(B) The City will provide notice to the owner within seven (7) days of seizing the small unmanned aircraft and will afford the owner the opportunity for an administrative hearing for the purpose of reviewing the appropriateness of the seizure.

(C) The small unmanned aircraft will be held by the City until such time that the owner of such small unmanned aircraft reimburses the City for the costs incurred by the City related to and storage of the small unmanned aircraft.

(D) If criminal charges involving the use, condition or operation of the small unmanned aircraft are pending, the small unmanned aircraft will be held until disposition of the criminal charges.

(E) If it is determined at an administrative hearing, by a preponderance of evidence, that the seized small unmanned aircraft was not operated in violation of this Section, such small unmanned aircraft will be returned to its owner without charge.

9-5-15-6. – RULES AND REGULATIONS.

The City Manager or his/her designee is authorized to adopt, promulgate, and enforce reasonable rules and regulations pertaining to the administration and enforcement of this Section 9-5-15. The City prohibits operation of any small unmanned aircraft in all City of Evanston buildings.

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 will 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 herein are declared to be prima facie evidence of the law of the City and will be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance will be in full force and effect immediately after its passage, approval and publication in the manner provided by law.

Introduced:___________________, 2017
Adopted:___________________, 2017

____________________________
Stephen H. Hagerty, Mayor

Attest:

Approved:
Approved as to form:

____________________________
Devon Reid, City Clerk

____________________________
W. Grant Farrar, Corporation Counsel
To: Honorable Mayor and Members of the City Council
    Administration and Public Works Committee

From: David Stoneback, Public Works Agency Director

Subject: Municipal Solid Waste Franchise

Date: July 17, 2017

Recommended Action:
Frank Hillegonds, Municipal Affairs Manager from Groot Industries, will discuss Groot's efforts to identify and correct overflowing containers collected as part of the Municipal Solid Waste Franchise.

Background:
The City entered into a Municipal Solid Waste Franchise agreement with Groot Industries for service at commercial, business, institutional and multi-family residential buildings in October 2008. The initial term of the contract was for seven years, or until October 31, 2015. Contract Amendment No. 1 to this agreement extended the term for another 5 years, or until October 31, 2020.
Memorandum

To: Honorable Members of the Administration & Public Works Committee

From: Erika Storlie, Deputy City Manager/Administrative Services Director
      Jennifer Lin, Human Resources Division Manager
      Wolf Peddinghaus, Management Analyst, Administrative Services

Subject: Role of Residency in City Employment

Date: July 19, 2017

Recommended Action:
Staff recommends that the City Council review, discuss and provide guidance in the role residency should have in City employment.

Funding Source:
Not applicable at this time.

Livability Benefits:
1. Economy and Jobs
   a. Quality Jobs and Living Wages
   b. Local Economy
2. Equity and Empowerment
   a. Civic Engagement
   b. Civil and Human Rights

Summary:
The City of Evanston does not have a residency policy for all City jobs. The City does utilize residency preference points for Evanston residents applying for Police and Fire Department positions. The residency preference points are based on the Civil Service Commission's Rules and Regulations. Specifically, five points are added to scores for applicants residing in Evanston. The City does not grant preference to Evanston residents for other positions.

Although there are positives to employing residents, the potential for abuse and cronyism does exist. Further, depending on the terms of the program, once a resident gets hired based on residency, the resident can move away the next day.
Unlike the issues related to preference points for residents, the practice of residency requirements as a condition of employment in neighboring communities varies widely. The City of Chicago has a residency requirement for all employees. Evanston and Schaumburg are examples of cities whose city code is silent on any residency requirements.

While Evanston’s code is silent, the City of Elgin’s codified residency requirement is detailed. Elgin’s code states:

“The following listing of full time officers and employees, employed now or hereinafter by the city, shall be required as a condition of their continued employment to maintain their bona fide residence and their principal place of abode within the corporate city limits of the city of Elgin: city manager, fire chief, police chief, assistant city managers, community development director, public services director, parks and recreation director, police deputy chief, assistant fire chiefs, and city clerk. (Ord. G46-14, 2014).

Niles’ residency requirement is geographically broad. Niles’ residency requirement states:

“All village employees shall be actual full-time, permanent residents of and maintaining their domicile within the geographical area described as follows: The Illinois/Wisconsin state line on the north; Lake Michigan on the east; Cermak Road/Route 56 on the south; and Illinois State Route 47 on the west.” From time to time, however, Niles’ Board of Trustees may require department directors to reside within the village.

Des Plaines provides an example of city that has changed its residency requirement several times. In an advisory referendum in 2001, Des Plaines residents voted ‘yes’ to require residency for top managers. However, in 2014 the Des Plaines City Council voted to repeal the residency requirement. As of November 2016, Des Plaines began to discuss bringing back residency requirements.

The main goal for the City is to hire the most qualified person for the job. Currently, the residency requirements remain flexible so that if the need arises, the City Council can decide to require, or strongly recommend, residency for certain Director and Senior-level positions. A recent example of this took place on April 14, 2017 when the City Council voted to assist the Fire Chief in moving to Evanston. Please see Ordinance 32-R-17. Evanston currently requires that only the City Manager reside in Evanston, per his contract.

As an alternative to a residency requirement, a residency incentive could be offered. Such program could provide employees a quarterly stipend for housing and could be offered to employees at a set dollar amount.
Memorandum

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

From: Erika Storlie, Deputy City Manager/Administrative Services Director
      Jennifer Lin, Human Resources Division Manager
      Wolf Peddinghaus, Management Analyst, Administrative Services

Subject: Ex-Offender Hiring Policy

Date: July 19, 2017

Recommended Action:
Staff recommends that the City Council review the current ex-offender hiring policy and provide direction.

Funding Source:
N/A

Livability Benefits:
Ex-offender hiring is directly related to the STAR Community Rating System’s Health & Safety, Safe Communities, Action #11:

1. Purpose: “Prevent and reduce violent crime and increase perceptions of safety through interagency collaboration”
2. Action 11: Create or support a multi-faceted, monitored re-entry program for ex-offenders that includes training, education, mentoring, and employment opportunities and other support services to reduce recidivism

Summary:
Attached is a copy of the City of Evanston’s current “Criminal History Criteria for Employment” document. The policy has been in effect since May 2015.

The City’s policy is consistent with Title VII and Equal Employment Opportunity Commission (EEOC) guidelines. As required by Illinois law, the City is prohibited from asking applicants’ questions related to criminal background on job applications or during interview processes, except as allowed for under state statute (police and fire positions). Only after a candidate has been identified as the most qualified and is being considered for employment does HR require the applicant to disclose information, including criminal
convictions and previous employment history. If the candidate’s criminal background reveals any criminal convictions, they are reviewed on a case-by-case basis pursuant to the City’s Criminal History Criteria.

This is similar to policies in communities such as Chicago, Oak Park, Skokie, Schaumburg and Wilmette which state that a conviction does not automatically bar the applicant from employment and that factors such as age, date, seriousness/nature of the violation, and rehabilitation will be taken into account, which are consistent and recommended by the EEOC.

The City’s policy takes into account the type of conviction and considers it based on the applicant’s position. The policy also considers the seriousness and the age of the conviction. The policy is a concerted effort to allow for easier reentry into City employment and the job market when felony drug convictions are not considered after 12 months. Moreover, the City’s policy specifically allows for a case-by-case examination of criminal convictions involving violence and financial crimes.

In other situations, criminal convictions might not necessarily be disqualifiers for City employment by the City but are disqualifiers by DCFS or other state law when the employee is working around children. Examples include registered sex offenders or convictions for family offenses. In these situations, DCFS will notify the City that an employee be removed from a position involving working with children, and the City must comply (for example, a pre-school instructor with certain convictions would not be disqualified based on the City’s policy but would be disqualified by DCFS standards because certain convictions are considered a “family offense”).

Attachments:
Current City Ex-Offender Hiring Policy
National League of Cities: “Cities Pave the Way, Promising Reentry Policies that Promote Local Hiring of People with Criminal Records
CRIMINAL HISTORY CRITERIA FOR EMPLOYMENT
(based on the date of the job posting)
(effective May 27, 2015)

Applicants are ineligible if they possess:

I. One or more felony convictions for Delivery or Possession with intent to deliver controlled substance or marijuana within 1 year
II. One or more Class 3 or higher convictions for crimes against property or the public within 3 years
III. One or more Class 3 or higher felony convictions for crimes against persons within 10 years
IV. One or more Class X felony convictions
V. One or more felony convictions for rape or sex crimes against a minor, or any other offenses that would require applicant to register as a sex offender
VI. One or more misdemeanor or felony convictions for theft, fraud, deceptive practices, counterfeiting, and/or embezzlement within 10 years IF the position is for a cashier position or any other position where the applicant would have access to or control of City funds

Applicants’ criminal history and eligibility will be subject to review if they possess:

I. One or more felony convictions for crimes against persons over 10 years
II. One or more felony convictions for crimes against property or the public over 3 years

Applicants will need to provide further background regarding these convictions.
Cities Pave the Way: Promising Reentry Policies that Promote Local Hiring of People with Criminal Records
National League of Cities Institute for Youth, Education, and Families

The Institute for Youth, Education, and Families (YEF Institute) is a special entity within the National League of Cities (NLC).

NLC is the oldest and largest national organization representing municipal government throughout the United States. Its mission is to strengthen and promote cities as centers of opportunity, leadership, and governance.

The YEF Institute helps municipal leaders take action on behalf of the children, youth and families in their communities. NLC launched the YEF Institute in January 2000 in recognition of the unique and influential roles that mayors, city councilmembers, and other local leaders play in strengthening families and improving outcomes for children and youth.

Through the YEF Institute, municipal officials and other community leaders have direct access to a broad array of strategies and tools, including:

- Action kits that offer a menu of practical steps that officials can take to address key problems or challenges.
- Technical assistance projects in selected communities.
- The National Summit on Your City's Families and other workshops, training sessions, and cross-site meetings.
- Targeted research and periodic surveys of local officials.
- The YEF Institute's website, audioconferences and e-mail listservs.

To learn more about these tools and other aspects of the YEF Institute’s work, go to www.nlc.org/iyef or leave a message on the YEF Institute's information line at (202) 626-3014.

National Employment Law Project

The National Employment Law Project (NELP) works to restore the promise of economic opportunity in the 21st century economy. In partnership with national, state and local allies, NELP promotes policies and programs that create good jobs, strengthen upward mobility, enforce hard-won worker rights and help unemployed workers regain their economic footing through improved benefits and services.

NELP works from the ground up to build change. Its model is to develop and test new policies at the state and local level, then scale them up to spur change at the national level. NELP partners with strong advocacy networks, grounded in the full range of stakeholders — grassroots groups and national organizations, worker centers and unions, policymakers and think tanks. The NELP staff of lawyers, policy experts and researchers provide:

- In-depth legal and policy analysis;
- Rigorous empirical research;
- Expert legal advice and technical assistance;
- Strategic leadership in coalitions;
- Communications, public education and messaging; and
- Capacity building.

To learn more about NELP, visit www.nelp.org, or contact (212) 285-3025 or nelp@nelp.org.
Cities Pave the Way: Promising Reentry Policies that Promote Local Hiring of People with Criminal Records
I. Introduction

The nation’s cities are ground zero for the record numbers of people returning home from prison and hoping to start a new life by working and giving back to their families and their communities. At all levels of government and across the private and non-profit sectors, it is possible to find compelling examples of community leaders coming together to forge promising reforms that address this historic reentry challenge. While the obstacles facing our communities are even greater now, given the current economic crisis and stressed local budgets, a new wave of innovation has generated exciting models that local governments can adopt to restore hope and opportunity for those with a criminal history who have paid their debt to society.

This paper assembles the most promising local policies that promote the hiring of people with criminal records. Of special significance, the paper features 23 cities and counties — four more in the past year — that have decided to “ban the box” on their job applications that asks about an individual’s criminal record. To help level the playing field, these communities now defer the criminal background check to the final stages of the hiring process. In addition, the paper highlights a range of other innovative hiring strategies, ranging from first source hiring policies to special tax credits and bonding subsidies. These promising reforms open up employment opportunities for people with criminal records which, in turn, improve public safety in those communities hardest hit by crime and unemployment.

The paper also describes some of the fundamentals of the local government hiring process and the federal civil rights laws that regulate criminal background checks. In an effort to focus more intentionally on actual hiring policies driven by local governments, the paper does not encompass the broad array of job readiness, training and placement programs targeting people returning from prisons back to their communities.

To help lay the foundation for this analysis, the Institute for Youth, Education and Families at the National League of Cities surveyed cities across the country to learn more about their hiring policies. Responses to this survey provided a wealth of helpful information that has been incorporated into the paper and summarized in the Appendix.

II. The Basics of the City Hiring Process

Most municipalities follow set hiring procedures to process job applications, interview candidates and select finalists for hire. By way of background, the paper begins with a summary of the basics of these hiring procedures, highlighting those stages of the process that are of special significance to people with criminal records.

The Job Application: The city hiring process typically starts with a comprehensive job application. Most forms (often available both in print and online) require the applicant to answer some variation of the question, “Have you ever been convicted of a crime?” Applicants responding “yes” must then list certain details about the conviction, including the type of conviction, the date, and where the conviction occurred.

[quote]
"Implementing this new policy won’t be easy, but it’s the right thing to do. . . . We cannot ask private employers to consider hiring former prisoners unless the city practices what it preaches."

Chicago Mayor Richard M. Daley, January 24, 2006
[quote]
However, as documented in the NLC survey, the scope of information the applicant is required to produce varies from city to city. Some cities limit the inquiry to felony convictions going back a specific period of time and do not require applicants to disclose minor, misdemeanor convictions. Other cities require applicants to list convictions for any violation of the law other than a minor traffic offense. All cities responding to the survey reported that they continue to consider an applicant’s qualifications for the job and do not disqualify an applicant based solely on the disclosure of a past conviction.

**Screening for Minimum Hiring Standards:** Next, most cities apply civil service rules and screen the candidates to determine if they meet the minimum educational and skill requirements of the specific job. These screening functions are often performed centrally by a human resources (HR) department. Depending on the job, the applicant may also be required to pass an aptitude test, including a written exam and/or physical ability test that measures the skills necessary to perform the specific job functions.

In many cases, a criminal background check is also conducted at this preliminary stage of the hiring process, either by a commercial data broker or by the state's official criminal records system. On occasion, a city will rely exclusively on the information regarding criminal history that an applicant submits on the job application. If the applicant meets the minimum requirements for the position, he or she will then advance to the final stage of the hiring process.

**The Final Stages of the Hiring Process:** Applicants who meet the minimum requirements dictated by the civil service rules and other policies, often including the criminal background check, are placed on a list of “eligibles” for hire generated by the HR department. At this stage, the agency or department that listed the job opening selects qualified applicants to interview. To protect the individual’s privacy, some HR departments will retain information collected about an applicant’s past conviction history while others disclose the records to the hiring manager to evaluate as part of the interview process.²

As described in more detail below, a growing number of cities are now performing a complete background check only at this last stage of the hiring process, when an individual is selected as a finalist in the hiring process. Some cities proceed to make a conditional offer of employment while awaiting the results of the criminal background check.

### III. Three Steps to a Model City Hiring Policy

**STEP 1: EVALUATE CURRENT HIRING POLICIES AND ADOPT FEDERAL CIVIL RIGHTS STANDARDS THAT REGULATE HIRING OF PEOPLE WITH CRIMINAL RECORDS**

The critical first step for cities to evaluate their criminal background check policies is to compare the city’s hiring policy against the federal civil rights laws that protect against employment discrimination based on race, national origin, gender and religion.

Because criminal background checks for employment have a disproportionate negative impact on people of color, the Equal Employment Opportunity Commission (EEOC) has determined that employers that screen for a criminal record have a special obligation under Title VII of the Civil Rights Act of 1964 to protect against discrimination. Consistent with the federal law, most of the cities responding to the NLC survey indicated that the mere presence of a criminal conviction is not alone enough to disqualify an applicant for employment.

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² For example, cities vary according to whether the candidate’s conviction history is shared with the hiring manager. According to the NLC survey, Dublin, Ohio; Edgewood, Ky.; Jacksonville, Fla.; St. Louis, Mo.; and Lumberton, N.C., centralize review of conviction history information in the city’s HR department. In other cities that responded to the survey, including Hartford, Conn., and Newark, N.J., the agency or department that is hiring also reviews the criminal record information.
However, Title VII further requires employers, including local governments, to adopt the specific EEOC criteria that reflect minimum federal requirements in evaluating criminal records for employment. First, the EEOC guidelines preclude employers from relying on arrest records of any sort, except in very special cases. When an employer takes into account an individual’s conviction, Title VII also requires that the screening policy be “job related,” which means:

- the offense is substantially related to the job;
- the employer considered the nature and gravity of the offense; and
- the time that has passed since the conviction or the completion of the applicant’s sentence is sufficiently recent.

Thus, as the EEOC has concluded, “an absolute bar to employment based on the mere fact that an individual has a conviction record is unlawful under Title VII.” Some state civil rights laws (e.g., in Hawaii, New York, Pennsylvania, Wisconsin and Minnesota) expand on the EEOC’s guidelines in protecting against discrimination based on an individual’s criminal record.

All cities should begin their review of city hiring policies by evaluating their own compliance with the hiring standards set by the EEOC, including the specific criteria used to evaluate criminal records. Thereafter, the cities should expressly extend the EEOC standards regulating the criminal background checks to all city agencies and local government contractors. In fact, it is an especially appropriate moment for cities to review their hiring policies to ensure compliance with the EEOC’s guidelines because new federal guidelines expressly require that projects funded under the American Recovery and Reinvestment Act (ARRA) be implemented in a manner consistent with Title VII.

**Chicago’s Reentry Initiative Expands on the EEOC’s Criminal Records Hiring Standards**

In 2006, in response to the comprehensive report and recommendations of the Mayoral Policy Caucus on Prisoner Reentry, Mayor Richard M. Daley of Chicago directed all city agencies to review their hiring policies regulating criminal background checks and ensure that they complied fully with the EEOC’s guidelines. In addition to explicitly adopting the specific EEOC guidelines to protect against discrimination based on criminal background checks for employment, the City of Chicago required all agencies to take into account evidence of rehabilitation and other mitigating factors before making their hiring decisions. As part of the new hiring process, the City of Chicago also revised its job application in February 2007 to remove the question about criminal history while still conducting a background check at the final stages of the hiring process. Mayor Daley took the significant step of calling for an agency-by-agency review of their hiring policies to send the powerful message to the city’s private employers that local government should lead by example, creating fairer hiring policies to govern the process of screening people with criminal records for employment.

**Battle Creek and Kalamazoo Prohibit Blanket Felony Ban on Hiring**

In 2008, both Battle Creek and Kalamazoo, Mich., enacted city ordinances and policies prohibiting a blanket ban on hiring anyone with a felony conviction, thus addressing one of the more routine violations of the EEOC’s guidelines regulating employment of people with criminal records. Specifically, the ordinances require that city vendors (those awarded contracts valued at more than $10,000) certify that they have “adopted a hiring policy which does not preclude a person with a felony conviction from being considered for employment unless otherwise precluded by state or federal law.”

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5 Id.


STEP 2: “BAN THE BOX” AND DELAY THE BACKGROUND CHECK UNTIL THE FINAL STAGES OF THE HIRING PROCESS

After incorporating the EEOC’s guidelines into the city’s hiring process, creating clear and fair screening standards that apply to all job applicants, cities should consider the “ban the box” policy that has now been adopted by 23 cities and counties across the country.

First conceived by All of Us or None, a California-based community group that represents people with criminal records, the “ban the box” policy removes the standard question that requires an applicant to disclose his or her criminal history from the city’s job application. By eliminating this question, the intent is to remove the debilitating stigma associated with the inquiry that often discourages qualified candidates with criminal records from seeking city employment.

At the same time, as one city HR director put it, removing the question from the initial job application also creates a “win-win” situation for the city because it helps maximize the applicant pool — especially in major urban areas where nearly one in three adults has a criminal record — and creates a helpful advantage for cities to compete successfully with other employers for the very best qualified workers in their communities.

Significantly, the “ban the box” policy still requires a criminal background check for those positions where it is necessary to ensure safety and security at the workplace. It also does not alter the job application or screening process for those positions, such as in law enforcement, for which criminal background checks are required by law to protect safety or security on the job. What it does, instead, is delay the criminal background check until the final stages of the hiring process once the applicant has been selected for an interview or the city has made a conditional offer of employment.

As described above, most cities do not rely on criminal history information provided by the applicant when screening for a criminal record. Rather, they typically conduct a formal criminal background check under contract with a private data broker or with the state criminal history databases. Thus, the information generated on the job application itself usually serves a narrow purpose, often limited to evaluating the veracity of the applicant’s statements after a formal background check has been completed.

Moreover, by conducting criminal background checks of all applicants for employment — not just of those candidates who reach the final stages of the hiring process — cities are also expending valuable personnel time and limited resources on investigations of large numbers of applicants when they could instead target time and resources more efficiently toward those who are most likely to be employed.

“Three cities — Boston, Chicago and San Francisco — have taken groundbreaking steps aimed at de-emphasizing criminal histories for qualified applicants for city jobs, except in law enforcement, education and other sensitive areas where people with convictions are specifically barred by statute. . . . Taken together, the recent developments in Boston, Chicago and San Francisco symbolize a step forward in terms of fairness for law-abiding ex-offenders, who are often barred from entire occupations because of youthful mistakes and minor crimes committed in the distant past.”

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Because the "ban the box" policy still requires a criminal background check, it does not confer favorable treatment on people with criminal records who are competing for city jobs. The intent is to create the appearance and reality of a fairer hiring process for all qualified workers, which benefits local government employers and the community. Given that the employer is still screening for an individual’s criminal record for those positions that pose a threat to the safety or security of the public, the employer is protected against any potential legal liability for "negligent hiring."

Since 2004, when the policy was first adopted by San Francisco, another 22 cities and counties in 12 states have enacted “ban the box” ordinances or implemented similar policies under a mayor’s or county executive’s authority.9 Major cities such as Austin, Boston, Chicago, Jacksonville, Minneapolis, Portland, Ore., San Francisco and St. Paul as well as smaller cities and counties such as New Haven, Conn., have been leaders in adopting innovative reforms. In the past year, Memphis, along with another four cities has joined the "ban the box" movement (Hartford, Conn., Worcester, Mass., Bridgeport, Conn., and Kalamazoo, Mich.).10 In the past year, three new states (Connecticut, New Mexico and Minnesota) have also adopted "ban the box" policies that apply to all state employment.11

**Minneapolis Ban the Box Policy Works to Expand Hiring and Conserve Limited City Resources**

The City of Minneapolis adopted the Fair Hiring Practices Resolution in December 2006, removing the criminal background check question from city job applications. In addition, the policy specifies that a background check is to be completed only after a conditional job offer has been made to the job applicant. Since the hiring reforms went into effect in 2007, the city’s Human Resource Department has documented that far fewer applicants are being rejected due to past convictions. In fact, nearly 60 percent of the applicants for whom the background check raised a potential concern were later hired (compared to 5.7 percent under the prior policy). In addition, Minneapolis found that considering conviction information later in the hiring process — just in those cases where a conditional offer of employment has been made — reduced the amount of time and resources necessary to process applicants for city jobs by 28 percent.

**Jacksonville Takes a Comprehensive Approach to Remove Multiple Barriers to Employment**

In 2008, the Jacksonville, Fla., City Council adopted an ordinance reforming both the city’s hiring procedures and its contractor bidding policies to promote employment of people with a criminal record. The directive implementing the "ban the box" ordinance states that the city department heads will "not inquire about or consider criminal background check information in making a hiring decision.”11 Instead, "criminal information disclosure is required as part of the post-offer new hire process.” [Emphasis in original]. While removing the criminal history question from the job application, the application instructions go a step further and encourage people with a criminal record to apply for city jobs.14 Significantly, the criminal background check screening process is centralized in the city's Human Resources Department so that criminal record information is not shared with other city agencies. Moreover, particularly strong standards help to ensure that applicants are not inappropriately excluded during the city’s screening process, taking into account the specific duties of the job, the age of the offense and rehabilitation.
STEP 3: APPLY THE LOCAL FAIR HIRING REQUIREMENTS TO GOVERNMENT CONTRACTORS

In an attempt to promote model hiring policies in the private sector, several cities have also required employers that receive local government contracts to adopt the same hiring policies used by the city to remove barriers to employment for people with criminal records. For example, Boston, Cambridge and Worcester, Mass., as well as Hartford and New Haven, Conn., now extend their city “ban the box” policies and other local hiring reforms to their vendors.

Boston Extends Model Hiring Reforms to City Vendors

Since 2006, Boston has had in place one of the nation’s most expansive local government hiring policies promoting employment of people with criminal records. The policy requires a “good faith” determination of whether a criminal background check is necessary for each city position and postpones screening for a criminal record until the job applicant is found to be “otherwise qualified” for the position. In addition, all private vendors that enter into new contracts with the city (estimated to total 50,000) are required to adopt “policies, practices and standards that are consistent with city standards.” Moreover, each city agency that issues a covered contract has to review the vendor’s policies and follow up to ensure that the policies are properly implemented as part of the process of evaluating the vendor’s performance under the contract.15

IV. Leverage Development Funds to Target Jobs for People with Criminal Records

In addition to addressing their own employment policies and those of their contractors, more cities across the country are adopting promising strategies that leverage local development funds to create employment opportunities for residents facing the greatest difficulties entering the labor market. These initiatives take many forms, ranging from local hiring preferences for targeted groups of city residents to “project labor agreements” negotiated with local unions and “community benefit agreements” negotiated with the help of community-based organizations.16 In some cities, these hiring policies specifically target people with criminal records, bringing together training and other resources with a commitment of employment on city-funded development projects.

These policies often apply to construction projects and the growing number of investments in green jobs made possible with new federal grants for weatherization and other energy conservation projects. In fact, the federal government strongly endorses these innovative strategies in projects funded with ARRA dollars, stating in federal guidelines that localities should “maximize the economic benefits of a Recovery Act-funded investment in a particular community by supporting projects that seek to ensure that the people who live in the local community get the job opportunities that accompany the investment.”17

Newark’s First Source Hiring Ordinance

The City of Newark, N.J., passed its “first source” or local hiring ordinance in 2000. The ordinance requires construction contractors doing business with the city to take affirmative steps to employ Newark residents in 40 percent of their positions.18 The residents can be employed as apprentices, trainees, helpers or full-fledged journeymen. Both construction contractors and developers are required to comply with the ordinance or otherwise demonstrate “best

15 The full text of Boston’s ordinance is available at http://nelp.3cdn.net/dc937c758c0a9c931_fem6bxk1e.pdf.
efforts” in meeting the hiring requirement. Although the ordinance does not specifically target people with a conviction history, one in six adult residents in Newark has a criminal record, and are thus often major beneficiaries of the local hiring policy.

**Los Angeles Project Labor Agreement Promotes Union Apprenticeships**

The Community Redevelopment Agency of Los Angeles is responsible for spending public dollars to promote development in Los Angeles communities. With the strong support of local community organizations (including the Los Angeles Alliance for a New Economy) and labor unions, the agency negotiated a particularly comprehensive project labor agreement (PLA) on publicly subsidized development projects that promotes local hiring and job quality standards. The PLA targets “disadvantaged workers,” including anyone who has a “criminal record or other involvement with the criminal justice system.” It also calls on construction unions to “exert their best efforts to recruit and identify Local Residents…and Disadvantaged Workers, and to assist such individuals in qualifying and becoming eligible for…and apprenticeship programs.”

**Portland’s Green Jobs Initiative Targets People with Criminal Records**

Government officials and key stakeholders in Portland, Ore., have signed on to the “Community Workforce Agreement on Standards and Community Benefits in the Clean Energy Works Portland Pilot Program,” which sets up an initial 470-home pilot weatherization program with the potential of reaching 100,000 qualifying homes countywide. The Portland agreement establishes a goal of hiring 80 percent of program employees from the local community. The agreement also seeks to ensure that 30 percent of all those hired under the program represent low-income communities, including “formerly incarcerated individuals seeking new opportunities for responsible citizenship and economic self-sufficiency.” Finally, the agreement, which has been endorsed by various city council resolutions, also creates strong standards regulating both the quality of the jobs and the quality of product.

**V. Expanding Bid Incentive Programs to Promote Local Hiring Priorities**

Another helpful strategy for cities to promote employment of people with criminal records is the local bid incentive process through which private employers compete to win government contracts. The traditional process for awarding construction contracts requires selection of the contractor with the lowest bid price that meets minimum qualifications. However, more cities have adopted “best value contracting,” awarding projects to contractors that meet the best combination of price and technical qualifications that take into account local hiring and other policy priorities. Investments in workers, including job training, workplace safety and pension and health care provisions are often addressed in the best value contracting process. In addition, the process provides an opportunity for cities to promote outcomes that benefit the local community, including diversity initiatives, local hiring and apprenticeship requirements. For example, in response to certain labor shortages, Madison, Wisc., adopted this approach to stimulate greater private investments in apprenticeship and training programs for the next generation of skilled workers. The City of Boston passed a similar ordinance in 1998, also requiring private employers seeking contracts with the city to submit affirmative action plans.

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20 The Los Angeles agreement is available at http://74.10.59.52/laane/projects/ConstructionCareers/CRAPLA09062008.pdf.

21 The agreement, dated September 24, 2009, is available at http://www.portlandonline.com/bps/index.cfm?a=265161&c=50152. Another helpful “community benefits agreement” targets San Diego’s low-income residents. The Ballpark Village Project Community Benefits agreement includes a first-source hiring provision that also requires business tenants in the development area to engage with the “Rehabilitated Ex-Offender Training Program” to promote employment of people with criminal records. The San Diego agreement is available at http://www.communitybenefits.org/downloads/Ballpark%20CBA.pdf.

22 General information on best value contracting is available at http://www.clmcwisc.com/Best_Value_Contracting.htm.


24 Id.
Indianapolis Bid Incentive Program Targets People with Criminal Records

In September 2008, the Indianapolis City Council unanimously adopted an ordinance to establish a bid incentive program for city procurement that specifically promotes hiring of people with criminal records. The ordinance promotes the policy of the “city and county to employ residents of the county who previously were incarcerated for or convicted of a felony.” It directs the city’s purchasing division to give preference to vendors who train or employ people with criminal records. To comply with the ordinance, employers must also have in place records that ensure effective tracking to determine the success of those qualifying workers who have been employed by the contractor. The ordinance provides for sanctions in the event of contractor non-performance.

VI. Financial Incentives for Private Employers to Create Jobs for People with Criminal Records

In recent years, more cities have also created new financial incentives for private employers to hire people with criminal records in their local communities. These incentives have taken the form of supplemental tax credits that build on the federal Work Opportunity Tax Credit (WOTC) available to employers that hire people with criminal records, and bonding programs that protect employers against certain legal liabilities.

Philadelphia Tax Credit Program Joins Forces with the Reentry Initiative

In January 2008, the City of Philadelphia adopted the Philadelphia Re-Entry Employment Program, which allows any local business that hires someone with a conviction history to apply for a $10,000 credit for three years against the city’s Business Privilege Tax. The tax credit is available for each qualifying employee hired. The Mayor’s Office for the Reentry of Ex-Offenders developed the program in partnership with the Philadelphia Workforce Development Corporation and local chamber of commerce. The program, which is capped at 1,000 workers, specifically provides incentives for the hiring of people who are on probation or parole. It also requires that they be employed full time “with an hourly rate, excluding benefits, of at least 150 percent of the federal minimum wage” and receive “an employment benefit package that includes the same benefits” provided to other full-time employees, along with tuition support to advance the employees’ educational goals.

San Francisco Adopts Bonding Program for “At Risk” Workers

In 2007, the San Francisco Board of Supervisors passed an ordinance establishing a fidelity bonding program for employers that hire “at-risk” workers, including people who face barriers to employment based on a criminal history. Fidelity bonds are business insurance policies protecting private employers against damages and liabilities connected with “employee dishonesty,” such as theft, forgery, larceny or embezzlement of money or property. The ordinance authorized the city’s Department of Workforce Development to enter into a purchase agreement with the Federal Bonding Program to provide bonds up to $25,000 to prospective employers. The ordinance also requires the city’s Public Defender, District Attorney and Probation and Sherriff’s Departments to conduct outreach about the program to potential job applicants who avail themselves of city workforce services.

27 Information on Philadelphia’s program is available online at http://www.phila.gov/Revenue/pdfs/REPRE_Application.pdf.
VII. Conclusion

Most city governments and private employers have a long way to go in removing barriers to employment for people with criminal records. In just the past five years, however, a growing number of city leaders have made impressive strides in developing and implementing new initiatives that give hope and opportunity to those coming home from prison who need a job to get back on their feet and do right by their communities.

Typically, these policies have been developed as part of a comprehensive, “smart on crime” agenda, often under the leadership of city appointees designated to craft more effective reentry policies or one of a growing number of “reentry councils” and city caucuses that represent the diverse interests and perspectives of the community. In the process, these bold steps by city leaders to reshape their own municipal hiring policies also set an important example for — and send a much-needed signal to — employers in the private sector.

To be sure, severe economic struggles pose yet another challenge for cities seeking to open up employment opportunities for workers from all walks of life, including those who have had contact with the criminal justice system. However, as a result of innovative efforts within cities across the country, a new roadmap now exists to provide full and fair employment options for all members of the community when the economy and job growth rebound.

Acknowledgements

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## Appendix

### SELECTED LOCAL HIRING POLICIES THAT APPLY TO PEOPLE WITH CRIMINAL RECORDS

<table>
<thead>
<tr>
<th>State</th>
<th>City</th>
<th>Job Application Protections</th>
<th>Selection Criteria Adopts EEOC Standards</th>
<th>Hiring Policies Apply to Contractors</th>
<th>Private Sector Hiring Incentives &amp; Community Agreements</th>
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### Promising Reentry Policies that Promote Local Hiring of People with Criminal Records

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<th>State</th>
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<th>Time Limits on Consideration of Convictions</th>
<th>Selection Criteria Adopts EEOC Standards</th>
<th>Hiring Policies Apply to Contractors</th>
<th>Private Sector Hiring Incentives &amp; Community Agreements</th>
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* Employment application not online but City’s response to NLC survey indicates they do not request criminal history information on initial job application.

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