CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTEL COUNCIL CHAMBERS
Monday, September 11, 2017

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

ORDER OF BUSINESS

(I) Roll Call – Begin with Alderman Rainey

(II) Mayor Public Announcements and Proclamations
National Preparedness Month
Recognition of Senior Spelling Bee Winner, Lewis Koppel
Mayor’s Summer Youth Awards

(III) City Manager Public Announcements

(IV) Communications: City Clerk

(V) Public Comment
Members of the public are welcome to speak at City Council meetings. As part of the Council agenda, a period for public comments shall be offered at the commencement of each regular Council meeting. 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) Consent Agenda and Report of Standing Committees:
Administration & Public Works - Alderman Braithwaite
Planning & Development - Alderman Rainey
Human Services - Alderman Fiske
Rules - Alderman Wilson

CONSENT AGENDA

For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

(A1) Payroll – July 24, 2017 through August 06, 2017 $ 3,142,003.32
Payroll – August 07, 2017 through August 20, 2017 $ 2,961,853.64

(A2) Bills List – September 12, 2017 $ 5,226,771.99
For Action

(A3.1) Contract Extension with Dunbar Armored, Inc. for Armored Car Services
Staff recommends that City Council authorize the City Manager to execute contract extension #1 for the Armored Car Services to Dunbar Armored, Inc., (50 Schilling Road, Hunt Valley, MD) in an estimated fourth year amount of $84,611.67. Funding will be from the following: General Fund (Account 100.15.1560.62431 with a budget of $17,000; and Parking Fund (Account 505.19.7005.62431) with a budget of $65,000. The additional funds of $1,611.67 is available in the Parking Fund and the fund will not exceed budget in 2017 as a result of this expense.
For Action

(A3.2) Contract with Kenny Construction Company for 2017 CIPP Sewer Rehabilitation Contract B
Staff recommends that City Council authorize the City Manager to execute a contract for the 2017 CIPP Sewer Rehabilitation Contract B (Bid No. 17-44) with Kenny Construction Company (2215 Sanders Road, Suite 400, Northbrook IL, 60062) in the amount of $339,459.00. Funding for this project is from the Sewer Fund (Account 515.40.4535.62461 – 417010), which has a FY 2017 budget of $655,000.
For Action
(A3.3) **Change Order No. 2 to the Water Treatment Plant Reliability Improvements Project Agreement with Thieneman Construction, Inc.**

Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 for the Water Treatment Plant Reliability Improvements Project with Thieneman Construction, Inc. (“TCI”) (17219 Foundation Parkway, Westfield, IN 46074) in the amount of $7,110.00 for safety modification to shorewell ladders. This will increase the total contract amount from the current contract price of $1,282,611.00 to $1,289,721.00, and extend the date of final completion from October 29, 2017 to November 17, 2017. 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 2016 and 2017.

*For Action*

(A3.4) **Change Order No. 1 to the Water Treatment Chemical Liquid Aluminum Sulfate Purchase from Affinity Chemical, LLC**

Staff recommends that City Council authorize the City Manager to execute Change Order No. 1 for the Water Treatment Chemical Liquid Aluminum Sulfate (PO# 2017-00000040) with Affinity Chemical, LLC (P.O. Box 601298 Dallas, TX 75360) in the amount of $65,000.00. This will increase the total contract amount from the current contract price of $118,250.00 to $183,250.00. Funding for the purchase of Liquid Aluminum Sulfate (alum) is from Account 510.40.4220.65015, which has a budget allocation of $465,000.00 for FY2017 and a YTD balance of $173,922.00.

*For Action*

(A3.5) **Residential Refuse Collection Contract Award to Groot Industries, Inc.**

Staff recommends that City Council receive, and hold in Committee for Action on September 25, 2017, staff's recommendation to authorize the City Manager to negotiate and execute a five (5) year Residential Refuse Collection Agreement, with the option for one additional three (3) year extension, to Groot Industries, Inc. (2500 Landmeier Rd, Elk Grove Village, IL) for the collection and transportation of residential refuse for an initial annual cost of $1,580,136.00. The unit prices detailed in the transmittal memorandum are for the service year starting on November 1, 2017 and ending on October 31, 2018. The unit prices in future service years will be adjusted annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items. Funding will be from the Solid Waste Fund, Account 520.40.4310.62415 which has a FY2017 budget of $2,500,000.

*For Action*
(A3.6) **Condominium Refuse Collection Contract Award to Lakeshore Recycling Systems**

Staff recommends that City Council receive, and hold in Committee for Action on September 25, 2017, staff’s recommendation to authorize the City Manager to negotiate and execute a five (5) year Condominium Refuse Collection Agreement, with the option for one additional three (3) year extension, to Lakeshore Recycling Systems (6132 W. Oakton Street, Morton Grove, IL) for the collection and disposal of condominium refuse for a 2018 unit price of $6.25 resulting in an initial annual cost of $423,000.00. The unit price is for the service year starting on November 1, 2017 and ending on October 31, 2018. The unit prices in future service years will be adjusted annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items. Funding will be from the Solid Waste Fund, Account 520.40.4310.62390 which has a FY2017 budget of $418,000.

*For Action*

(A3.7) **Residential Yard Waste Collection Contract Award to Lakeshore Recycling Systems**

Staff recommends that City Council receive, and hold in Committee for Action on September 25, 2017, staff’s recommendation to authorize the City Manager to negotiate and execute a five (5) year Residential Yard Waste Collection Agreement, with the option for one additional three (3) year extension, to Lakeshore Recycling Systems (6132 W. Oakton Street, Morton Grove, IL) for the collection and disposal of residential yard waste at the unit prices indicated in the table below for an initial annual cost of $623,677.14. The unit prices detailed in the transmittal memorandum are for the service year starting on November 1, 2017 and ending on October 31, 2018. The unit prices in future service years will be adjusted annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items. Funding will be from the Solid Waste Fund, Account 520.40.4310.62415 which has a FY2017 budget of $2,500,000.

*For Action*

(A3.8) **Stand Alone Food Scrap Collection Contract Award to Collective Resource, Inc.**

Staff recommends that City Council receive, and hold in Committee for Action on September 25, 2017, staff’s recommendation to authorize the City Manager to negotiate and execute a five (5) year Stand Alone Food Scrap Collection Agreement, with the option for one additional three (3) year period extension, to Collective Resource, Inc. (803 Elmwood Ave, Evanston, IL) for the collection, transportation and disposal of commercial food scrap at the service levels displayed below to be charged to voluntarily participating commercial properties. The unit prices detailed in the transmittal memorandum are for the service year starting on November 1, 2017 and ending on October 31, 2018. The unit prices in future service years will be adjusted annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items.

*For Action*
(A3.9) Implementation of Recycling Program for Multi-family Apartment Building with 6-Units or Greater
Staff recommends that City Council receive, and hold in Committee until September 25, 2017, staff’s recommendation to fully implement recycling collection at multi-family apartments with 6-units and greater and create a monthly service charge for this service to be performed by City employees.
For Action

(A3.10) Solid Waste Fund Analysis
Staff recommends that City Council receive, and hold in Committee until September 25, 2017, staff’s report on Sanitation Service Charges. Staff requests direction from Council on future sanitation service charges and the creation of a fee structure for the collection and disposal of recyclable material from multi-family apartments with 6-units or greater. Staff proposes introduction of Ordinance(s) to modify the City Code in accordance with Council direction at the September 25, 2017 meeting.
For Action

(A4) Resolution 72-R-17, Authorizing City Manager to Execute Renewal Agreement with Hoffman House Catering for Senior Meal Food Programs at Levy Center and Fleetwood-Jourdain Community Center
Staff recommends City Council adoption of Resolution 72-R-17 authorizing the City Manager to execute a renewal contract with Hoffman House Catering (1530 Hubbard Ave., Batavia, IL) to provide a senior meal congregate program at the Levy Senior Center and Fleetwood-Jourdain Community Center for a period of October 1, 2017 through September 30, 2018 in the not-to-exceed amount of $4.67 per lunch meal. Total meal program contract value is projected at $38,765.00. This is a reimbursement meal program in which the total amount of reimbursement the City will receive and expenses is solely dependent upon the number of lunches served. The program will be reimbursed through a grant from Age Options and donations received from attendees at the meal program. Funding for this program is budgeted in the Fleetwood-Jourdain and Levy Center meal program expenditure Accounts 100.30.3040.65025 & 100.30.3055.65025.
For Action

(A5) Resolution 70-R-17, Authorizing the City Manager to Execute a Development and Affordable Housing Agreement for the Construction of a Residential Home at 2005 Grey Avenue
Staff recommends City Council adoption of Resolution 70-R-17 authorizing the City Manager to execute a Development and Affordable Housing Agreement between the City, Evanston Township High School District No. 202 (“ETHS”), and Community Partners for Affordable Housing (“CPAH”) for the construction of a residential home at 2005 Grey Avenue.
For Action
(A6) **Ordinance 80-O-17, Authorizing the City Manager to Negotiate the Sale of City-Owned Real Property Located at 2005 Grey Avenue to Evanston Township High School District No. 202**

Staff recommends adoption of Ordinance 80-O-17 authorizing the City Manager to negotiate the sale of City-owned property at 2005 Grey Avenue to Evanston Township High School (“ETHS”) according to the terms of the Development and Affordable Housing Agreement with ETHS and Community Partners for Affordable Housing for the development of 2005 Grey Avenue as Affordable Housing. A two-thirds majority of City Council is required to adopt Ordinance 80-O-17. **Staff recommends suspension of the rules for Introduction and Action at the September 11, 2017 City Council meeting.**

For Introduction and Action

(A7) **Ordinance 52-O-17, Authorizing the City Manager to Enter into a Real Estate Contract for the Sale of City-Owned Property Adjacent to the Evanston Public Library at 1714-1718 Chicago Avenue**

Staff recommends City Council adoption of Ordinance 52-O-17, “Authorizing the City Manager to Enter into a Real Estate Contract with MHDC SLF, LLC for the Sale of Certain City-Owned Real Property Located at 1714-18 Chicago Avenue.” A two-thirds majority of City Council is required to adopt Ordinance 52-O-17.

For Introduction

(A8) **Ordinance 86-O-17, Amending City Code Title 10-11-1, Schedule 1, Reducing the Speed Limit on Chicago Avenue between Dempster Street and Sheridan Road from 30 MPH to 25 MPH**

Staff recommends that City Council adopt Ordinance 86-O-17, reducing the speed limit from 30 MPH to 25 MPH, on Chicago Avenue between Dempster Street and Sheridan Road. **Alderman Fiske recommends suspension of the rules for Introduction and Action at the September 11, 2017 City Council meeting.**

For Introduction and Action

(A9) **Ordinance 84-O-17, Sale of Surplus Property**

Staff recommends that City Council adopt Ordinance 84-O-17, directing the City Manager to offer the sale of vehicles/equipment owned by the City through public auction at the special Northwest Municipal Vehicle Auction being sponsored by America’s Auto Auctions on Tuesday, October 24, 2017 or any other subsequent America’s Online Auction as these vehicles/equipment become available, on a timely basis, as a result of new vehicle replacements being placed into service.

For Introduction
(A10) Ordinance 72-O-17, Amending City Code Section 11-2-11(B) “Immobilization Program” by Amending Amount of Liable Tickets Need to Immobilize a Vehicle from Five (5) to Three (3)

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

(A11) Ordinance 82-O-17, Authorizing 2017 A, B and C General Obligation Bond Issues

Staff recommends adoption of Ordinance 82-O-17 providing for the issuance of one or more series of not to exceed $14,500,000 General Obligation Corporate Purpose Bonds, Series 2017A, one or more series of not to exceed $9,665,000 General Obligation Refunding Bonds, Series 2017B, and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2017C of the City of Evanston, Cook County, Illinois, for capital improvement and refunding purposes, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale. The ordinance will be completed and signed after the bond sale date, which is tentatively scheduled for September 28, 2017.

For Action

(A12) Ordinance 77-O-17, Decreasing the Number of Class I Liquor Licenses for The Barn Investment, LLC. d/b/a The Barn

Local Liquor Commissioner recommends City Council adoption of Ordinance 77-O-17, amending the City Code Subsection 3-4-6-(I) to decrease the number of authorized Class I liquor licenses from three (3) to two (2).

For Action

(A13) Ordinance 78-O-17, Increasing the Number of Class D Liquor Licenses for The Barn Investment, LLC. d/b/a The Barn

Local Liquor Commissioner recommends City Council adoption of Ordinance 78-O-17, amending the City Code Subsection 3-4-6-(D) to increase the number of authorized Class D liquor licenses from fifty-five (55) to fifty-six (56) and permit issuance of a Class D license to The Barn Investment, LLC d/b/a The Barn (“Company”) located at 1016 Church Street (Rear). In April 2017, City Council granted Company representative Amy Morton’s application and request to change its liquor license from Class D to Class I. The Company has subsequently decided to revert back to its original Class D Liquor License.

For Action
PLANNING & DEVELOPMENT COMMITTEE

(P1) Ordinance 87-O-17, Granting a Special Use for a Type 2 Restaurant, Amanecer Taco Shop, at 512 Main St.
The Zoning Board of Appeals and staff recommend adoption of Ordinance 87-O-17 granting special use approval for a Type 2 Restaurant, Amanecer Taco Shop, at 512 Main St. in the C1a Commercial Mixed-Use District and the oDM Dempster-Main Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Wynne recommends suspension of the rules for Introduction and Action at the September 11, 2017 City Council meeting.

For Introduction and Action

(P2) Ordinance 89-O-17, Extending the Time for the Applicant to Obtain a Building Permit to Construct the Residential Unit in the Planned Development at 318-320 Dempster Street
Staff recommends adoption of Ordinance 89-O-17 to extend the time for completion of the Planned Development at 318-320 Dempster Street, originally approved in March of 2008. The Ordinance grants a two-year extension to obtain building permits for construction of the third dwelling unit within the former livery stable on the property by September 25, 2019. Alderman Wynne recommends suspension of the rules for Introduction and Action at the September 11, 2017 City Council meeting.

For Introduction and Action

(P3) Ordinance 91-O-17, Granting a Special Use and Major Variations to Allow Expansion of a Retirement Home at 120 Dodge Avenue
The Zoning Board of Appeals and staff recommend adoption of Ordinance 91-O-17 granting special use approval for the expansion of an existing Retirement Home, Dobson Plaza, and major zoning relief for a one-story addition and patio with 46.8% building lot coverage where 40% is allowed, 85.4% impervious surface coverage where 55% is allowed, a 1.2’ front yard (Dobson St.) setback where 27’ is required, a .9’ street side yard (Dodge Ave.) setback where 15’ is required, and a patio in the front yard where patios are only permitted in rear yards, at 120 Dodge Ave. The applicant has complied with all other zoning requirements, and meets all of the standards for special use and major variation in the R4 General Residential District. Alderman Rainey recommends suspension of the rules for Introduction and Action at the September 11, 2017 City Council meeting.

For Introduction and Action
(P4) Ordinance 92-O-17, Zoning Text Amendment Regarding Transit Oriented Development Parking Requirements
The Plan Commission and staff recommend adoption of Ordinance 92-O-17 of the Zoning Ordinance Text Amendment to reduce the parking requirements for residential uses in Transit Oriented Development (TOD) areas, based on the Evanston Transit Oriented Development Parking Study completed by Sam Schwartz Engineering and Duncan Associates. The proposal would modify the parking requirements for residential developments in TOD areas to more accurately reflect vehicle ownership rates.

For Introduction

(P5) Ordinance 44-O-17, Amending Various Sections of Title 6 of the City Code to Modify Notice Requirements for Zoning Applications and Hearings
The Plan Commission and staff recommend adoption of Ordinance 44-O-17, approving the Zoning Ordinance Text Amendment to amend the Zoning Ordinance to establish applicant’s responsibility for mailed noticing requirements for planning and zoning cases requiring a 250 foot radius. The proposal allows the City to contract the mailing of notices for planning and zoning cases to a third party service and makes the applicant responsible for cost of the mailing service.

For Action

(P6) Ordinance 45-O-17, Amending City Code Sections 6-4-1-9(A)(4) and 6-18-3, Granting Zoning Administrator Authority to Establish the Front Lot Line
The Plan Commission and staff recommend adoption of Ordinance 45-O-17, approving the Zoning Ordinance Text Amendment to codify staff authority to determine the front lot line of a corner lot.

For Action

HUMAN SERVICES COMMITTEE

(H1) 2018 Law Enforcement Torch Run Polar Plunge on Clark Street Beach
Human Services Committee and Staff recommend approval of Special Olympic Illinois’s request to hold the 2018 Law Enforcement Torch Run Polar Plunge on Clark Street Beach, starting at 8 am on February 16 and finishing at approximately 3 pm on February 18. Costs for city services provided for events require a 100% reimbursement from the sponsoring organization or event coordinator. This event requires no city services.

For Action
(H2) Resolution 69-R-17, Authorizing the City Manager to Execute Professional Services Agreement with Youth Job Center to Fund the Building Career Pathways to Sustainable Employment Program

Human Services Committee and Staff recommend City Council adoption of Resolution 69-R-17, authorizing the City manager to execute the 2017 agreement with the Youth Job Center of Evanston Inc. (1114 Church Street, Evanston, IL 60201) to provide not less than twenty disconnected and unemployed young adults who are low to moderate income Evanston residents (ages 18-25) with a career pathway plan that leads to educational/work trade certification, employment, supportive services, career counseling, educational support and transportation assistance over 24 months in an amount not to exceed $55,200.00 for FY 2017. 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 $235,455.00 prior to this agreement. Costs amount to approximately $2,760.00 per participant. The City of Evanston shall be financially responsible for the furtherance of the program. The Youth Job Center of Evanston shall be the employer of record.

For Action

APPOINTMENTS

(APP1) For Appointment:
“Alternatives to Arrest” Special Committee Becky Biller

Citizen Police Complaint Assessment Committee Karen Courtright
Citizen Police Complaint Assessment Committee Jared Davis
Citizen Police Complaint Assessment Committee Peter Demuth
Citizen Police Complaint Assessment Committee Randall Foreman
Citizen Police Complaint Assessment Committee Matthew Mitchell
Citizen Police Complaint Assessment Committee Jeff Parker
Citizen Police Complaint Assessment Committee Joi-Anissa Russell
Citizen Police Complaint Assessment Committee Meggie Smith
Citizen Police Complaint Assessment Committee D. Vincent Thomas, Jr.

Preservation Commission Jamie Morris
Preservation Commission SuziReinhold

For Action

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

(IX) Adjournment

### MEETINGS SCHEDULED THROUGH SEPTEMBER 2017

#### Upcoming Aldermanic Committee Meetings

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<td>9/13/2017</td>
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<td>Lighthouse Landing Complex Committee</td>
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<td>9/13/2017</td>
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<td>Fiscal Year 2018 Budget Outreach Event</td>
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<td>9/13/2017</td>
<td>7:00 PM</td>
<td>Joint Housing &amp; Community Development Act Committee and Mental Health Board</td>
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<td>9/18/2017</td>
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<td>Northwestern/City Committee</td>
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<td>M/W/EBE Develop.</td>
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<td>Administration &amp; Public Works, Planning &amp; Development, City Council</td>
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Information is available about Evanston City Council meetings at: [www.cityofevanston.org/citycouncil](http://www.cityofevanston.org/citycouncil). Questions can be directed to the City Manager’s Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager’s Office 48 hours in advance so that arrangements can be made for the accommodation if possible.
CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, July 10th, 2017
7:00 pm

Present:

Alderman Fiske          Alderman Suffredin
Alderman Braithwaite    Alderman Revelle
Alderman Wynne          Alderman Rainey
Alderman Wilson         Alderman Fleming
Alderman Rue Simmons   (9)

Absent:

None (0)

Presiding:                Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty announces the Citizens’ Police Complaint assessment committee application will be open till July 28th.

City Manager’s Public Announcements

City Manager Bobkiewicz announces the World Arts music festival Saturday July 15th and 16th at Dawes Park. City Manager Bobkiewicz commends Director Hemingway and the entire Parks and Recreation staff for their hard work organizing the event.

City Clerk’s Communications

Clerk Reid announces the City Clerk’s office will now close at 5pm on Fridays as opposed to its previous closing time at 7pm.

Public Comment

Dan Joseph  
Suggests a pilot program for a scheduled free bus service for West Side Residents.

Watch

Tom Ward  
In support of the sick leave ordinance, but suggests members of the council continue the conversation on the sick leave ordinance due to potential financial problems for local small businesses.

Watch

Dave Cantor  
Against the coal tar sealant ban. Believes only one side of the argument the on coal tar sealant ban has been heard.

Watch

Junad Riski  
Provided commentary as to the City Manager’s performance.

Watch

Casey Christensen  
In support of the coal tar sealant ban. Believes that the coal tar sealant ban will contribute to the protection of the city of Evanston and the environment.

Watch

Karen Courtright  
In support of the Harley Clarke recommendation. Propose that the members of the council and the renovation team of Harley Clarke do outreach in underserved communities of Evanston.

Watch

Carlis Sutton  
In support of Harley Clarke recommendation. Mentions that the
Fleetwood-Jourdain renovation has no effect on the decision of the Harley Clarke recommendation.

Linda Damesak  Suggests changes of the wording of the Harley-Clarke RFP.  Watch

Mary Rosinsky  Expresses that outreach is important to underserved communities when the Harley Clarke is renovated. Challenges members of council to make efforts to connect all constituents to the Harley Clarke mansion and not just one demographic of people.  Watch

Tom Hodgman  Suggests changes of the wording of the RFP under consideration. Wants clarification of specific funds that will be used.  Watch

Erv Chocolic  Against the minimum wage ordinance. Believes that the minimum wage increase will stifle economic growth.  Watch

Jerry Hirsch  In support of the coal tar sealant ban. Believes that the coal tar sealant ban will contribute to the protection of the city of Evanston and the environment.  Watch

Wendy Pollock  In support of the coal tar sealant ban. Believes that the coal tar sealant ban will contribute to the protection of the city of Evanston and the environment.  Watch

Leslie Shad  In support of the coal tar sealant ban. Believes that the coal tar sealant ban will contribute to the protection of the city of Evanston and the environment. Has no opinion on Harley Clarke, but hopes that the recommendation takes efforts to protect the environment.  Watch

Priscilla Giles  Expresses discontent with the Fleetwood Jourdain effort. Questions the equity the City of Evanston names for itself.  Watch

Keira Kelly  In support of the Harley Clarke recommendation.  Watch
Consent Agenda

Approval of Minutes of the Regular City Council Meeting of June 19, 2017.  

Payroll — June 12, 2017 through June 25, 2017

**For Action**  
**Approved on Consent Agenda (9-0)**

Bills List – July 11, 2017 $4,296,958.87

**For Action**  
**Passed (8-0)**  
Ald. Suffredin abstained.

Contracts with Water Resources, Inc. for Water Meter Replacement Program Phase I and Water Meter and Accessories

Council authorized 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**  
**Approved on Consent Agenda (9-0)**

Change Order No. 2 for the Agreement for Treated Water Storage Replacement Engineering Services CDM Smith

City Council authorized 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**
Approved on Consent Agenda (9-0)

**Contract with Garland/DBS, Inc. for Roof Repairs and Window Replacement at City Facilities**

City Council authorized the City Manager to execute a contract for a 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**
Approved on Consent Agenda (9-0)

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

City Council authorized 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**
Approved on Consent Agenda (9-0)

**Sidewalk Café for Sam’s Chicken & Ribs Staff**

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**
Approved on Consent Agenda (9-0)

**Single Source Agreement with Word Systems, Inc. for Digital Voice Logger**
Upgrade

City Council authorized 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
Approved on Consent Agenda (9-0)

Contract with BMO Harris for Purchasing Cards for City Employees

City Council authorized 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
Approved on Consent Agenda (9-0)

Other Post Employment Benefits Report

City Council accepted and placed 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 of December 31, 2016. Staff recommends this report be accepted and placed on file for use in the FY 2016 Annual Financial Report.

For Action
Approved on Consent Agenda (9-0)

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

City Council adopted 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 FY-2017 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
Approved on Consent Agenda (9-0)

Ordinance 58-O-17, Amending City Code 7-2-5-3 “Permit Fees,” to include Block Party Regulations

City Council adopted 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
Approved on Consent Agenda (9-0)

Ordinance 59-O-17, Decreasing the Number of Class H Liquor Licenses for Evanston Pan, LLC. d/b/a Pita 1

City Council adopted 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.

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

Ordinance 60-O-17, Decreasing the Number of Class D Liquor Licenses for The Noodle Shop Co – Colorado, Inc., d/b/a Noodle & Co

City Council adopted Ordinance 60-O-17, decreasing the number of authorized Class D liquor licenses for The City Council Agenda July 10, 2017 Page 7 of 12 Noodle Shop Co – Colorado, Inc., d/b/a Noodle & Co located at 930 Church Street. Noodle & Co. is not renewing its liquor license.

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

Ordinance 61-O-17, Increasing the Number of Class D Liquor Licenses for Furious Spoon Evanston Maple Ave., LLC, d/b/a Furious Spoon
City Council adopted 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
Approved on Consent Agenda

Ordinance 62-O-17, Increasing the Number of Class K Liquor Licenses for Beer on Central, LLC d/b/a Beer on Central

City Council adopted Ordinance 62-O-17, increasing the number of authorized Class K liquor licenses for Beer on Central, LLC d/b/a Beer on Central located at 1930 Central Street.

For Introduction
Approved on Consent Agenda (9-0)

Ordinance 63-O-17, Decreasing the Number of Class P-4 Liquor Licenses for North Shore Cider Company, LLC, d/b/a North Shore Cider

City Council adopted Ordinance 63-O-17, decreasing the number of authorized Class P-4 liquor licenses for North Shore Cider Company, LLC, d/b/a North Shore Cider located at 707 Howard Street.

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

Ordinance 64-O-17, Increasing the Number of Class P-3 Liquor Licenses for North Shore Cider Company, LLC, d/b/a North Shore Cider

City Council adopted Ordinance 64-O-17, increasing the number of authorized Class P-3 liquor licenses for North Shore Cider Company, LLC, d/b/a 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
Approved on Consent Agenda (9-0)

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

City Council adopted 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.
For Action
Approved on Consent Agenda (9-0)

Ordinance 22-O-17, Amending City Code Section 3-4-2(C)(2), Liquor
Control Regulations Powers and Duties

City Council adopted 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 Action
Approved on Consent Agenda (9-0)

PLANNING & DEVELOPMENT COMMITTEE

Ordinance 65-O-17, Granting a Special Use for a Type 2 Restaurant, Pono
Ono Poke, at 1630 Chicago Ave

City Council adopted Ordinance 65-O-17 granting special use approval for
a Type 2 Restaurant, Pono Ono Poke, at 1630 Chicago Ave. in the D3
Downtown Core Development 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 56-O-17, Granting a Special Use for a Public Utility and Major
Zoning Relief for a Fence (Wall) at 2506 Green Bay Rd

City Council adopted 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 Action
Approved on Consent Agenda (9-0)

HUMAN SERVICES COMMITTEE

Ordinance 49-O-17, Amending City Code Title 7 by Adding Chapter 18.
“Pavement Sealant Applicators”

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

For Action
Approved on Consent Agenda (9-0)

ECONOMIC DEVELOPMENT COMMITTEE

Updated Guidelines for Entrepreneurship Support Program

City Council adopted updated program guidelines for the Entrepreneurship Support Program that limit funding eligibility to applicants who have completed an entrepreneurship training curriculum, and provide more detail about the information applicants must provide as part of their required business plan submissions.

For Action
Approved on Consent Agenda (9-0)

Applications for the Evanston Great Merchant Grant Program

City Council approval providing financial assistance through the Great Merchant Grant Program, totaling $14,766.20, to three Evanston business district areas: Central Street Business Association - $4,000.00; Howard Street Business Association - $8,150.00; and West Village Business Association - $2,616.20. Staff recommends utilizing the Economic Development Business District Improvement Program (Account 100.15.5300.065522). The approved 2017 Fiscal Year Budget allocated $350,000 to this account. To date, $8,416.50 has been spent from this account, leaving $341,583.50 available for expenditure. As of June 12, 2017, City Council approved $33,550.00 in landscaping services through the Great Merchants Grant, and other approved Storefront Modernization Grant projects leaving the account with $283,033.50.

For Action
Approved on Consent Agenda (9-0)

128-130 Chicago Avenue Development Update

Item to be continued until the July 24, 2017 Council meeting due to the need for further research on specific issues related to the agreement and to TIF considerations regarding the development. At the June 28, 2017 Economic Development Committee meeting the development of 128-130 Chicago Ave was discussed in detail. At this meeting the Committee directed that the project be forwarded on to the City Council for
consideration as quickly as possible which at that time was the July 10, 2017.

For Action
Approved on Consent Agenda (9-0)

HOUSING & COMMUNITY DEVELOPMENT ACT COMMITTEE

The Housing and Community Development Act Committee and staff recommend City Council adoption of the following two resolutions which approve the 2017 Action Plan that governs the use of the City’s Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Solutions Grant (ESG) entitlement funding from the U.S. Department of Housing and Urban Development (HUD) and the reallocation of $38,769 in unspent CDBG funds from prior years to new eligible activities as part of the 2017 Action Plan.

Resolution 62-R-17, the 2017 Action Plan and Adopting the 2017 Community Development Block Grant HOME Investment Partnerships, and Emergency Solutions Grant Program Budgets for 2017
For Action
Approved on Consent Agenda (9-0)

Resolution 63-R-17, Amending the 2015 Community Development Block Grant Program and Authorizing the Reallocation of Unexpended CDBG Funds in the 2017 Action Plan

Capital Improvement Program Planning Staff will present a summary of capital improvement planning and seek feedback from City Council on setting future goals.

For Action
Approved on Consent Agenda (9-0)

Motion: Watch
Ald. Rainey

Second Quarter Financial Report for Fiscal Year 2017
Staff recommends City Council accept and place the Second Quarter Financial Report for FY 2017 on file.

Motion: Watch
For Action
To Accept and Place on File Approved on Consent Agenda (9-0)

Mid-year 2017 Budget Report Staff recommends the City Council discuss the Mid-Year 2017 Budget Report and place on file. Staff will return on July 24th with recommendations.

For Action
To Accept and Place on File Approved on Consent Agenda

Water Service Shut-Off for Non-Payment Process Staff recommends the City Council accept and place on file this report on the water shut-off for non-payment process implemented by the City of Evanston, and provide direction for next steps.

For Action
Accept and Place on File Approved on Consent Agenda

Request for Proposal to Lease the Harley Clarke Mansion, 2603 Sheridan Staff recommends City Council review and approve the Request for Proposal to lease the Harley Clarke Mansion, 2603 Sheridan Road, to a non-profit organization.

For Action
Changes to RFP end date Passed 8-1

Cook County Minimum Wage and Sick Leave Ordinances Next Steps

City Council discussed potential programs that the City can implement to assist Evanston minimum wage workers and their employers, directed the City Manager to develop an action plan and return to the City Council on September 18, 2017 with status report.

For Action
Approved on Consent Agenda (9-0)
Ordinance 46-O-17, Amending City Code Section 9-5-15, Regulating Small Unmanned Aircraft in the City of Evanston

City Council adopted 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 June 26, 2017 City Council meeting.

For Action
Passed (9-0)

Storefront Modernization Program Application for 2113 Greenleaf

City Council approved financial assistance through the Storefront Modernization Program for 2113 Greenleaf in an amount not to exceed $25,000 for façade renovations associated with the building’s redevelopment into several smaller office and warehouse spaces. The proposed scope of work includes demolition, masonry, carpentry, glazing, stucco, concrete, and metalwork. The Economic Development Program’s Business District Improvement Account (100.15.5300.65522). The approved Fiscal Year 2017 Budget allocated a total of $350,000 for this account to fund both the Storefront Modernization and Great Merchant Grant programs. To date, $8,416.50 has been spent from this account, leaving $341,583 available for expenditure. If upcoming Great Merchant Grant funding requests are also approved, $283,033.50 will remain available.

For Action
Passed (7-2)  
Ald. Fiske and Suffredin vote no.

Call of the Wards

Ward 1: No Report

Ward 2: Alderman Braithwaite comments that the Housing and homeless committee be revisited upon suggestion due to the earlier meeting.

Ward 3: Alderman Wynne reminds constituents of her town hall meeting Thursday, July 27th Chiaravalle montessori school from 7 pm to 8:30 pm.
Ward 4: No Report

Ward 5: No Report

Ward 6: No Report

Ward 7: No Report

Ward 8:
Alderman Rainey acknowledges Kimberly Richardson and city workers for their work on the 4th of July festivities. Alderman Rainey commends staff that managed the recycling event at Evanston Township High School. Alderman Rainey invited residents to the food truck festival on Tuesday, July 18th at Brummel Park.

Ward 9:
Alderman Fleming Cancels ward meeting scheduled on July 22nd. Alderman Fleming also mentions that she will be working with Alderman Rainey on the national night out event August 1st.

Adjournment

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned at 11pm.
CITY COUNCIL REGULAR MEETING

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

Present:
Alderman Fiske  Alderman Suffredin
Alderman Braithwaite  Alderman Rainey
Alderman Wynne  Alderman Fleming
Alderman Wilson
Alderman Rue Simmons  (8)

Absent:
Alderman Revelle (1)

Presiding:  Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty reminds residents of the Citizen Police Complaint Assessment Committee application deadline on July 28th. Mayor Hagerty announces the new art gallery at 1627 sherman. Mayor Hagerty & Alderman Wilson will be guest at the New Saloon hosted at Temperance. The Chamber of commerce will meet at Rotary International to discuss the county’s minimum wage and sick leave ordinance on July 26th at 6pm. The intersection at 1027 sherman will be honorarily named after Don baker on Wednesday at 5pm. Mayor Hagerty acknowledged City Manager Bobkiewicz for being named to the Executive Committee of the International City Managers Association.

City Manager’s Public Announcements

City Manager Bobkiewicz introduces Diane Williams, Chair of Evanston’s Preservation Committee, who acknowledge recipients of the Evanston preservation awards. City Manager Bobkiewicz introduces Jennifer Lasik and Asia Sageman who showcase an online art public map of Evanston. City Manager bobkiewicz acknowledges Jill Velan as the new parking director of Evanston.

City Clerk’s Communications

No communications

Public Comment

Herb Harms Suggest the Council consult with state and federal government regulations to ensure equal and equitable access to the lakefront for any future project chosen for the Harley Clarke site.

Rob Kunes Against the proposed ordinance 46-O-17.

Matt Rodgers In support of and comments on city project on Howard and Chicago ave. Asks council to consider opportunities for affordable housing in the designated area.

Maleek Turley In support of city project on Howard and Chicago. Asks council to consider opportunities for affordable housing in the designated area.

Michelle Hayes In support of city project on Howard and Chicago. Asks council to consider opportunities for affordable housing in the designated area. Urges council to look into homelessness statistics to better educate decisions on affordable housing.

Gina Nicola In support of city project on Howard and Chicago. Asks council to
consider opportunities for affordable housing for seniors.

Paul Klitzke Against the proposed ordinance 46-O-17.  Watch
Priscilla Giles Makes suggestion that Fleetwood Jordaine surveys should be distributed to local locations that constituents congregate. In support of affordable housing in the city of Evanston.  Watch
Joshua Lustig In support of improvement of open data and open source initiatives for the city of Evanston.  Watch

Consent Agenda

Approval of Minutes of the Regular City Council Meeting of June 26, 2017. Motion: Watch
Payroll – June 26, 2017 through July 9
For Action
Approved on Consent Agenda (9-0)

Bills List – July 25, 2017 $ 2,608,589.35
For Action
Passed (7-0).  Ald. Suffredin abstained.

ADMINISTRATION & PUBLIC WORKS COMMITTEE

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

City Council authorizes 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
Approved on Consent Agenda (8-0)

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

Council approval of the Evanston Wilmette Golf Course Association (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
Approved on Consent Agenda (8-0)

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

Council authorized 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 513.71.7330.05515 – 733094). This project has an overall project allocation of $2,500,000 for both 2016 and 2017.

For Action
Approved on Consent Agenda (8-0)

Contract with Schroeder & Schroeder, Inc. for 2017 Alley and Street Improvements

Council authorized 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**
Approved on Consent Agenda (8-0)

**Contract with Bulley & Andrews Concrete Restoration for 2017 Parking Garage Improvements**

Council authorized 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**
Approved on Consent Agenda (8-0)

**Sidewalk Café for Furious Spoon at 1700 Maple Avenue**

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 a.m.

**For Action**
Approved on Consent Agenda (8-0)

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

Council adoption of 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
Approved on Consent Agenda (8-0)

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

Council adoption of 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
Approved on Consent Agenda (8-0)

Passed (6-2)  Ald. Suffredin and Wilson voted no.

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

Council adoption of Ordinance 69-O-17, amending 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
Approved on Consent Agenda (8-0)

Ordinance 70-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules Section 18: Residents Parking Only Districts

Council adoption of Ordinance 70-O-17, amending 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.
Approved on Consent Agenda (8-0)

Ordinance 71-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18: Residents Parking Only Districts

Council adoption of Ordinance 71-O-17, amending 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
Approved on Consent Agenda (8-0)

Ordinance 58-O-17, Amending City Code 7-2-5-3 “Permit Fees,” to include Block Party Regulations

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
Approved on Consent Agenda (8-0)

Ordinance 61-O-17, Increasing the Number of Class D Liquor Licenses for Furious Spoon Evanston Maple Ave., LLC, d/b/a Furious Spoon

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
Approved on Consent Agenda (8-0)

Special Order of Business
Request for Proposal to Lease the Harley Clarke Mansion 2603 Sheridan

Council review and approval of 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
Item Passed (8-0)

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

Council 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 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

Item taken off consent agenda.
Passed (7-1) Ald. Suffredin voted no.

2017 Budget Expense & Revenue Recommendations

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

Item Passed (8-0)

Contract with Warren Langley for Design, Manufacture and Installation of Lighted Sculpture at the Green Bay, Emerson, Ridge Intersection

Motion: Watch
Ald. Wynne

Substitute Motion:
Ald. Fiske

Motion made to extend deadline by 30 days.

Motion: Watch
Ald Braithwaite
Council authorized 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
Item taken off Consent Agenda.  
Passed (6-2)  Ald. Fiske and Suffredin vote no.

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

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
Item taken off consent agenda.

Passed (7-1)  Ald. Suffredin voted no.

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

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
Item failed in committee
Removed from agenda

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 recommended 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
Item failed in committee
Removed from agenda

Ordinance 62-O-17, Increasing the Number of Class K Liquor Licenses for Beer on Central, LLC dba Beer on Central

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 Approved on Consent Agenda. (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
Item taken off consent agenda.
Passed (8-0)

Call of the Wards

Ward 1: No report

Watch
Ward 2: No report

Ward 3: Alderman cancels 3rd ward meeting on Thursday, July 27th due to a developing family emergency. Alderman Wynne makes a reference to the plan commission to draft & review a policy regarding seawalls on the lakefront.

Ward 4: Alderman Wilson reminds constituents of meeting tomorrow night with the mayor at the New Saloon at 7:00pm.

Ward 5: Alderman Simmons request a statement from staff clarifying regulation regarding expansion of waste management facility on Church. Alderman Simmons reminds residents of National night out August 1st at Twiggs park. Alderman Simmons announces tax appeal sessions to be held in the council chambers August 2nd.

Ward 6: Alderman Suffredin request CFO Lyons provide an update on taxes exempt property assessment.

Ward 7: No report

Ward 8: Alderman Rainey comments on drone ordinance.

Ward 9: Alderman Fleming requests that a document be produced that shows the process of approving a development. Alderman Fleming announces that the 8th and 9th ward will have a combined national night out at Kaman Park (West).

**Adjournment**

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned at 10pm.
CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, August 14th, 2017
7:35 PM

Present:
Alderman Fiske
Alderman Braithwaite
Alderman Wynne
Alderman Wilson
Alderman Rue Simmons

Alderman Suffredin
Alderman Rainey
Alderman Revelle
Alderman Fleming

Absent: City Clerk Devon Reid

Presiding: Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty introduces a boy scout troop 929 who came to speak on the importance of civic engagement. Mayor Hagerty brought to attention the heinous acts Charlottesville, Virginia. Mayor Hagerty presented a proclamation to Chief Sander Ivy Hicks - the first african american fire chief of city of Evanston. Mayor Hagerty announces that he will recommend to council the nine potential members the civilian police complaint council. Mayor Hagerty will re open the application to August 25th, 2017.

City Manager’s Public Announcements

Acting City Manager Martin Lyons introduced director Lawrence Hemingway who announced the community picnic on Sunday, June 20th, 2017. Acting City Manager Lyons asks council to settle on the date of October 25th, 2017 from 7 to 9 PM for equity training.

City Clerk’s Communications

No communications
<table>
<thead>
<tr>
<th>Name</th>
<th>Comment</th>
<th>Watch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ray Freeman</td>
<td>Against HOW's affordable housing proposal on Dempster.</td>
<td></td>
</tr>
<tr>
<td>Eric Passet</td>
<td>In support Ordinance 71-O-17.</td>
<td></td>
</tr>
<tr>
<td>Steve Lapsen</td>
<td>In support of Change Order No. 1 with Schroeder &amp; Schroeder, Inc. for the 2017 Alley and Street Improvement Project.</td>
<td></td>
</tr>
<tr>
<td>Culinay Lapse</td>
<td>In support Change Order No. 1 with Schroeder &amp; Schroeder, Inc. for the 2017 Alley and Street Improvement Project.</td>
<td></td>
</tr>
<tr>
<td>Gretchen S.</td>
<td>In support of landmarking of 1726 Hinman property. Expresses discontent with property taxes.</td>
<td></td>
</tr>
<tr>
<td>Matt Rogers</td>
<td>In support Change Order No. 1 with Schroeder &amp; Schroeder, Inc. for the 2017 Alley and Street Improvement Project.</td>
<td></td>
</tr>
<tr>
<td>Jack Weiss</td>
<td>In support of the landmarking of 1726 Hinman property.</td>
<td></td>
</tr>
<tr>
<td>Carmeya Baidey</td>
<td>Expresses discontent of the Andrew Baidey for riding on the back pegs of a bike. Recommends training for police officers</td>
<td></td>
</tr>
<tr>
<td>Lyon Burger</td>
<td>In support of landmarking of 1726 Hinman property.</td>
<td></td>
</tr>
<tr>
<td>Anne Langin</td>
<td>In support of landmarking of 1726 Hinman property.</td>
<td></td>
</tr>
<tr>
<td>Jim Cullross</td>
<td>In support of landmarking of 1726 Hinman property.</td>
<td></td>
</tr>
<tr>
<td>Andrew Baidey</td>
<td>Expresses discontent of his arrest on July 14th, 2017 for riding on the back pegs of a bike.</td>
<td></td>
</tr>
<tr>
<td>Rob Bailey</td>
<td>Expresses discontent of Andrew Bady’s arrest on July 14th, 2017 for riding on the back pegs of a bike. Expresses prejudices against the African American Community in Evanston.</td>
<td></td>
</tr>
<tr>
<td>Karon CourtWright</td>
<td>Expresses discontent of Andrew Bady’s arrest on July 14th, 2017 for riding on the back pegs of a bike.</td>
<td></td>
</tr>
<tr>
<td>Peter Waiden</td>
<td>Speaks on behalf of the boy scout troop to help with the renovation of the Robert Crown Center.</td>
<td></td>
</tr>
<tr>
<td>Ayden Verdin</td>
<td>Acknowledges Hagerty for his support of the Boy Scout of America. Speaks in depth of the Boy Scouts of America.</td>
<td></td>
</tr>
<tr>
<td>Jack Turville</td>
<td>Talks in depth about the Boy Scouts of America.</td>
<td></td>
</tr>
</tbody>
</table>
Emmanuel Flores In support of the demolition of 1726 Hinman property. Watch
For Action  
Item taken off consent agenda.

**Passed (8-0)**  
Ald. Suffredin abstained.

**Contract Extension with Morton Salt Company for Purchase of Salt**

City Council authorized the City Manager to execute a one-year contract extension for the purchase of up to 7,500 tons of rock salt from Morton Salt Company (123 N. Wacker Drive, Chicago, IL) at a cost of $47.35 per ton for a winter season total of $355,125.00. Funding for this purchase will be provided from the Snow and Ice Control Fund (Account 100.40.4550.65015), which has a budget of $384,100 and a YTD balance of $279,068.53 before this transaction. Staff anticipates needing to spend approximately another $24,000 in FY 2017.

For Action  
Item approved on Consent Agenda.

**Sole Source Purchase of Tallmadge Street Light Poles and Parts**

City Council authorize the City Manager to approval the sole source purchase of 20 Union Metal Tallmadge street light poles and 20 Luminaire cage assemblies from Graybar Electric (9222 Orly Road, Indianapolis, IN 46241-9607) in the amount of $60,778.40 for the 20 poles and $37,475.60 for the 20 Luminaire cages for a grand total of $98,254.00. Funding for this purchase will come from Capital Improvement Fund – Streetlight Purchase (Account 415.40.4117.417022) budgeted in the amount of $100,000.

For Action  
**Approved on Consent Agenda (9-0)**

**Contract with Black & Veatch Corporation for 2017-2018 Hydraulic Modeling Services**

City Council authorize the City Manager to execute a contract for 2017-2019 Hydraulic Modeling Services (RFP 17-37) with Black & Veatch Corporation (Two North Riverside Plaza, Suite 2050, Chicago, IL 60606) in the not-to-exceed amount of $50,000 per year for the next three years (2017, 2018, and 2019). Funding for these services in 2017 will be provided from the Water Fund (Account 510.40.4225.62180 – 717016) which has a budget allocation of $280,000 (of which $50,000 is allocated or hydraulic modeling services). Staff proposes to budget $50,000 for hydraulic modeling services in
this same account in future years.

For Action
Approved on Consent Agenda (9-0)

Capital Improvement Plan Administration

Council discussion of Capital Improvements Plan administration as outlined in corresponding transmittal memorandum.

For Action
Approved on Consent Agenda (9-0)

Contract with Structures Construction LLC for Dempster Beach Office Renovations

City Council authorized the City Manager to execute a contract for the Dempster Beach Office Renovations (Bid No. 17-40) with Structures Construction LLC (2300 W. Diversey Avenue, Chicago, IL) in the amount of $249,297.00. Funding will be provided from the Capital Improvement Program 2017 General Obligation Bonds for Dempster Beach Office Renovations (Account No. 415.40.4117.65515 – 617015), which has an FY 2017 budget allocation of $200,000. Additional funding is available through the delay of the Church Street Harbor South Pier Reconstruction, which has $291,060 in uncommitted funds.

For Action
Approved on Consent Agenda (9-0)

Contract with Copenhaver Construction, Inc. for the Gibbs Morrison Site Improvement Project

City Council authorize the City Manager to execute a contract for the Gibbs Morrison Site Improvement Project (Bid No. 17-43) with Copenhaver Construction, Inc. (75 Koppie Drive, Gilberts, IL) in the amount of $371,345.00. Funding is from the 2017 Capital Improvement Fund for the Gibbs Morrison Site Improvements in the following amounts: $163,000 from 2016 G.O. Bonds, $18,345 from 2017 G.O. Bonds, and $190,000 from the Sewer Fund. Detailed account information can be found in the corresponding transmittal memorandum.

For Action
Approved on Consent Agenda (9-0)

Contract for Engineering Services with Wiss, Janney, Elstner Associates related to the Service Center Emergency Repair Project
City Council authorized the City Manager to execute a contract for engineering services related to the Service Center Emergency Repair Project with Wiss, Janney, Elstner Associates (330 Pfingsten Road, Northbrook, IL) in the amount of $44,300.00. Funding will be provided from the Capital Improvement Program 2017 General Obligation Bonds. There is no FY 2017 budget allocation for this project, but funding is available through the delay of the Church Street Harbor South Pier Reconstruction, which has $241,763 in uncommitted funds. The account number for this project is 415.40.4117.62145 – 617023.

For Action
Approved on Consent Agenda (9-0)

Contract with Insituform Technologies USA, LLC for Large Diameter Sewer Rehabilitation – Mulford Street Part 2

City Council authorized the City Manager to execute a contract for the amount of $365,330.00 with Insituform Technologies USA, LLC (17988 Edison Avenue, Chesterfield, MO 63005) for the Large Diameter Sewer Rehabilitation – Mulford Street Part 2 (Bid No. 17-26), contingent upon receiving the appropriate loan funding from the Illinois Environmental Protection Agency (IEPA). It is anticipated that the IEPA will provide loan funding from the State Revolving Fund in an amount up to $376,289.90 for construction of this project. This amount includes a contingency of up to 3% above the bid price of the project. With this funding, all eligible construction costs would be funded by a loan repaid over 20 years at 1.76% interest. IEPA loan funding for this work will be routed through the Sewer Fund, Capital Improvement Account 515.40.4535.65515 – 417012, which has an FY 2017 budget allocation of $600,000 for this project.

For Action
Approved on Consent Agenda (9-0)

Sole Source Contract with C.T.R. Systems, Inc. for Emergency Sewer Repair at 2750 Lincolnwood Drive

City Council authorized the City Manager to execute a sole source contract for Emergency Sewer Repair with C.T.R. Systems, Inc. (7400 Waukegan Rd. Suite #102, Niles, IL 60714) in the amount of $28,500. Funding for this work will be provided from the Sewer Fund (Account 515.40.4535.65515 – 417027), which has a FY 2017 budget allocation of $2,626,000 ($75,000 specifically allocated for emergency sewer repairs) and a remaining balance of $1,483,796.

For Action
Approved on Consent Agenda (9-0)
Purchase of Two Vehicles from Currie Motors for Administrative Services and One Excavator from Burris Equipment for Public Works Agency

City Council approval of the purchase of two (2) Ford Escape Vehicles for the Administrative Services Department Parking Division and one (1) Wacker Neuson Excavator for the Public Works Agency (PWA), Operations and Maintenance Bureau. The Ford replacement vehicles will be purchased from Currie Motors (9423 W. Lincoln Highway, Frankfort, IL 60423) in the amount of $43,846.00 through the Northwest Municipal Conference Suburban Purchasing Competitive Bid. The Excavator will be a single-source purchase from Burris Equipment (2216 N. Greenbay Road, Waukegan, IL 60087) in the amount of $101,620.00. Funding of $43,846 is provided by the FY 2017 Parking Fund (Account 505.19.7005.62509), with a budget of $200,000. Budget remaining in this account after this purchase is $151,654. Funding of $101,620 is provided by the FY 2017 Water Fund (Account 510.40.4230.65550), with a budget of $186,300. Budget remaining in this account after this purchase is $24,470.

For Action
Approved on Consent Agenda (9-0)

Agreement with Passport Parking, Inc. to Provide Mobile Payments for Parking, Citation Management Platform and Digital Permitting

City Council authorized the City Manager to execute a sole source agreement with Passport Parking, Inc., (1300 S Mint St. Charlotte, NC 28203) to provide a unified citation management, digital permit and mobile payment platform for parking in Evanston. Passport will receive $1.25 per citation paid and there will be no implementation fees or ongoing support costs for this service. Based on historical data of the number of citations paid in 2016, this will be a $60,000 per year reduction in costs for a total not to exceed cost of $260,000 per year. The agreement is for 2 years and there are 2 additional (1) year optional renewal periods. There is no funding impact for 2017 as the citation management portion of the project is projected to go live in January 2018. The 2018 budget will be adjusted to reflect $20,000 in annual savings (remaining savings are projected to be allocated toward separate Cash Receipting and Accounts Receivable system). General Fund BU 100.15.1560.62449 with a 2017 Budget of $320,000 will be reduced in the 2018 budget to $300,000.

For Action
Approved on Consent Agenda (9-0)

Resolution 68-R-17, Authorizing City Manager to Enter into Two Four-Month Lease Agreements for Vacant Studio Spaces at Noyes Cultural Arts Center

City Council adoption of Resolution 68-R-17 authorizing the City Manager to enter into an agreement for a four (4) month lease with Sarah Kaiser and a
four (4) month lease with Meagan Adams for vacant studios at the Noyes Cultural Arts Center.

For Action

**Approved on Consent Agenda (9-0)**

**Ordinance 74-O-17, Amending the City Code to Establish a 4-Way Stop at the Intersection of Marcy Avenue and Colfax Street**

City Council adoption of Ordinance 74-O-17 amending Section 10-11-5(D), Schedule V(D) of the City Code to establish a 4-Way Stop at the intersection of Marcy Avenue and Colfax Street. The estimated cost to install two additional stop signs is $150.00. Funding will be through the General Fund-Traffic Control Supplies Fund (Account 100.40.4520.65115), with a FY 2017 budget of $50,000, and a YTD balance of $15,231.

For Action

**Approved on Consent Agenda (9-0)**

**Ordinance 82-O-17, Authorizing 2017 A, B and C General Obligation Bond Issues**

Introduction of Ordinance 82-O-17 providing for the issuance of one or more series of not to exceed $14,500,000 General Obligation Corporate Purpose Bonds, Series 2017A, one or more series of not to exceed $9,665,000 General Obligation Refunding Bonds, Series 2017B, and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2017C of the City of Evanston, Cook County, Illinois, for capital improvement and refunding purposes, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale. The ordinance will be completed and signed after the bond sale date, which is tentatively scheduled for September 28, 2017.

For Introduction

**Referred to Committee**

**Ordinance 77-O-17, Decreasing the Number of Class I Liquor Licenses for The Barn Investment, LLC. d/b/a The Barn**

Local Liquor Commissioner recommends City Council adoption of Ordinance 77-O-17, amending the City Code Subsection 3-4-6-(I) to decrease the number of authorized Class I liquor licenses from three (3) to two (2).
For Introduction

Referred to Committee

Ordinance 78-O-17, Increasing the Number of Class D Liquor Licenses for The Barn Investment, LLC, d/b/a The Barn

Local Liquor Commissioner recommends City Council adoption of Ordinance 78-O-17, amending the City Code Subsection 3-4-6-(D) to increase the number of authorized Class D liquor licenses from fifty-five (55) to fifty-six (56) and permit issuance of a Class D license to The Barn Investment, LLC, d/b/a The Barn (“Company”) located at 1016 Church Street (Rear). In April 2017, City Council granted Company representative Amy Morton’s application and request to change its liquor license from Class D to Class I. The Company has subsequently decided to revert back to its original Class D Liquor License.

For Introduction

Referred to Committee

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

City Council adoption of Ordinance 69-O-17, amending of City Code Section 10-11-18(H) City Council Agenda August 14, 2017 Page 10 of 12 adding: eligibility for residents on Lake Shore Boulevard, west side, from Greenleaf Street north to Hamilton Street and 1145 Sheridan Road.

For Action

Approved on Consent Agenda (9-0)

Ordinance 70-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18: Residents Parking Only Districts

City Council adoption of Ordinance 70-O-17, amending of City Code Section 10-11-18(G) adding Residents Parking Only on: Harrison Street, both sides, Hartry 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 Action

Approved on Consent Agenda (9-0)

Ordinance 44-O-17, Amending Various Sections of Title 6 of the City Code to Modify Notice Requirements for Zoning Applications and Hearings

The Plan Commission and staff recommend adoption of Ordinance 44-O-17, approving the Zoning Ordinance Text Amendment to amend the Zoning Ordinance to establish applicant’s responsibility for mailed noticing
requirements for planning and zoning cases requiring a 250 foot radius. The proposal allows the City to contract the mailing of notices for planning and zoning cases to a third party service and makes the applicant responsible for cost of the mailing service.

For Introduction
Referred to Committee

Ordinance 45-O-17, Amending City Code Sections 6-4-1-9(A)(4) and 6-18-3, Granting Zoning Administrator Authority to Establish the Front Lot Line

The Plan Commission and staff recommend adoption of Ordinance 45-O-17, approving the Zoning Ordinance Text Amendment to codify staff authority to determine the front lot line of a corner lot.

For Introduction
Referred to Committee

Ordinance 79-O-17, Granting Major Zoning Relief for Open Parking and a Rear Setback for an Addition at 325 Greenwood Street

City Council adoption of Ordinance 79-O-17 granting major zoning relief to demolish a one-car detached garage and establish one open parking space in the east interior side yard with a .5’ east interior side yard setback where 5’ is required, a 12.9’ rear yard setback where 30’ is required to construct a one-story addition, and 46.6% building lot coverage where a maximum 30% is allowed, in the R1 Single Family Residential District. The applicant has complied with all zoning requirements and meets all of the standards for variation for this district.

For Introduction & Action
Passed (9-0)

For Appointment
Parks and Recreation Board - Donald Michelin

For Action
Passed (9-0)

Special Orders of Business

2017 Budget Recommendations

Staff recommends the City Council a) Direct the City Manager to implement measures to balance the budget; b) Consider recommended revenue action provided to City Council separately.
For Discussion
Direction Provided

2016 Comprehensive Annual Financial Report

Staff recommends that City Council accept and file the Audited Comprehensive Annual Financial Report.

For Action
Accept and Place on File

Robert Crown Community Center Update

Staff recommends the City Council review the status of the Robert Crown Community Center Construction Project.

For Discussion
Direction Provided

Change Order No. 1 with Schroeder & Schroeder, Inc. for the 2017 Alley and Street Improvement Project

City Council authorized the City Manager to execute Change Order No. 1 to the 2017 Alley and Street Improvements project with Schroeder & Schroeder, Inc. (7306 Central Park, Skokie, IL 60076) in the amount of $144,892.50. This Change Order will expand the scope of work to include widening and street resurfacing work on Callan Avenue from Howard Street to Brummel Street. This will increase the contract amount from $1,301,882.10 to $1,446,774.60. There will be no change to the contract completion date of November 17, 2017. Funding will be provided from Capital Improvement Fund 2017 General Obligation Bonds (Account 415.40.4117.65515 - 417206). This project was not budgeted, but funding is available from savings in other projects.

For Action
Passed (6-3) Ald. Suffredin, Fleming, Wilson vote (No)

Resolution 29-R-17, Authorizing City Manager to Negotiate and Execute a Loan Agreement with Sweet Vendome, Inc. d/b/a Café Coralie

City Council adoption of Resolution 29-R-17, authorizing the City Manager to Enter into a loan agreement with Sweet Vendome, Inc. (dba Café Coralie) for an amount not to exceed $50,000 for equipment and
tenant build out for the city-owned property located at 633 Howard Street, Evanston, IL. To purchase equipment needed for the bakery and coffee shop, staff recommends a loan not to exceed $50,000 from two sources of funds: 1) $25,000 from CDBG Economic Development (Account 215.21.5260.63064); and 2) $25,000 from the Economic Development Business Attraction/Retention (Account 100.15.5300.62662). Details on the budget/remaining balance of each fund can be found on the corresponding Transmittal Memorandum. The proposed loan terms include 3.0% interest with a 10-year term with no payments for the first 12 months. The owner will provide a personal guarantee for the loan. The loan will also be secured with the equipment purchased with loan proceeds.

For Action
Passed (8-1) Ald. Suffredin votes (No)

Ordinance 54-O-17, Authorizing the City Manager to Execute a Lease of City-Owned Property Located at 633 Howard with Sweet Vendome, Inc.

City Council adoption of Ordinance 54-O-17, authorizing the City Manager to Enter into a Lease of City-Owned Real Property Located at 633 Howard Street, Evanston, IL with Sweet Vendome, Inc. (dba Café Coralie). Staff City Council Agenda August 14, 2017 Page 8 of 12 recommends a total of $50,000 come from Economic Development Business Attraction/Retention (Account 100.15.5300.62662) for the tenant improvement allowance. The City Council approved a budget of $250,000 for 2017 for this account. To date, $96,791.73 has been committed, leaving a $153,208.27 balance. Resolution 29-R-17, also for consideration at this council meeting, includes a request for up to $25,000 from the same account for an interest bearing loan for equipment purchase, with a ten year repayment period. A two-thirds majority of City Council is required to adopt Ordinance 54-O-17.

For Action
Passed (9-0)

Ordinance 68-O-17, Authorizing the City Manager to Enter into a Real Estate Contract for the Sale of City-Owned Property at 100 Chicago Avenue to Harrington Brown, LLC

City Council adoption of Ordinance 68-O-17, “Authorizing the City Manager to Enter into a Real Estate Contract for the Sale of Certain City-Owned Real Property Located at 100 Chicago Avenue, Evanston, Illinois." A two-thirds majority of City Council is required to adopt Ordinance 68-O-17.
For Action

Passed (8-1) Ald. Suffredin votes (No)

Ordinance 71-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 18: Residents Parking Only Districts

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 Action

Passed (9-0)

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

Dismissal of Ordinance 47-O-17 designating 1726 Hinman Avenue (building and lot) as an Evanston Landmark. This Ordinance was continued from the June 26, 2017 meeting to August 14, 2017 for Action. Per Section 2-8-5(G)1 of the City Code, the City Council shall act within 120 days of receiving the recommendation of the Preservation Commission. The recommendation was transmitted to the City Council on April 26, 2017; therefore 120 days following is August 23, 2017.

For Introduction & Action

Failed (7-2) Ald. Fiske and Rainey voted yes.

Call of the Wards

Ward 1: Alderman Fiske announces 1st ward meeting on September 5th. Alderman Fiske talks about the 1726 Hinman property.

Ward 2: Alderman Braithwaithe thanks Fire station No. 4 staff for helping host the second ward meeting. Alderman Braithwaithe comments on the Main street project. Alderman Braithwaithe requests a budget memo of the infrastructure projects that were discussed in the 2nd and 5th ward.
Ward 3: Alderman Wynne announces her office hours open to constituents on September 7th from 7 am to 10 am. Alderman Wynne offers condolences to the family of John Maxwye.

Ward 4: Alderman Wilson makes a reference for the law and police department to draft an ordinance to expunge non convicted juvenile records.


Ward 6: Alderman Sufferdin announces an act of vandalism to a constituent’s sign on their property.

Ward 7: Alderman Revelle announces a habitat restoration and passive recreation presentation for the Canal Shores Golf Course

Ward 8: Alderman Rainey announces two properties in Evanston placed on the tax property roll.

Ward 9: Alderman Fleming extends her condolences to a young man who lost his life on August 14, 2017. Alderman Fleming requests staff to juvenile arrests. Alderman Fleming thanks constituents for attending the national night out. Alderman Fleming announces 9th ward meetings on August 24th at 7:00 Pm and August 26th 9th ward meetings.

Adjournment

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned at 10pm.
ADMINISTRATION & PUBLIC WORKS COMMITTEE
Monday, September 11, 2017
6:00 p.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston
James C. Lytle Council Chambers

AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN BRAITHWAITE, CHAIR

II. APPROVAL OF MINUTES OF REGULAR MEETING OF AUGUST 14, 2017

III. ITEMS FOR CONSIDERATION

(A1) Payroll – July 24, 2017 through August 06, 2017 $ 3,142,003.32
Payroll – August 07, 2017 through August 20, 2017 $ 2,961,853.64

(A2) Bills List – September 12, 2017 $ 5,226,771.99

For Action

(A3.1) Contract Extension with Dunbar Armored, Inc. for Armored Car Services
Staff recommends that City Council authorize the City Manager to execute contract extension #1 for the Armored Car Services to Dunbar Armored, Inc., (50 Schilling Road, Hunt Valley, MD) in an estimated fourth year amount of $84,611.67. Funding will be from the following: General Fund (Account 100.15.1560.62431 with a budget of $17,000; and Parking Fund (Account 505.19.7005.62431) with a budget of $65,000. The additional funds of $1,611.67 is available in the Parking Fund and the fund will not exceed budget in 2017 as a result of this expense.

For Action

(A3.2) Contract with Kenny Construction Company for 2017 CIPP Sewer Rehabilitation Contract B
Staff recommends that City Council authorize the City Manager to execute a contract for the 2017 CIPP Sewer Rehabilitation Contract B (Bid No. 17-44) with Kenny Construction Company (2215 Sanders Road, Suite 400, Northbrook IL, 60062) in the amount of $339,459.00. Funding for this project is from the Sewer Fund (Account 515.40.4535.62461 – 417010), which has a FY 2017 budget of $655,000.

For Action
(A3.3) **Change Order No. 2 to the Water Treatment Plant Reliability Improvements Project Agreement with Thieneman Construction, Inc.**

Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 for the Water Treatment Plant Reliability Improvements Project with Thieneman Construction, Inc. (“TCI”) (17219 Foundation Parkway, Westfield, IN 46074) in the amount of $7,110.00 for safety modification to shorewell ladders. This will increase the total contract amount from the current contract price of $1,282,611.00 to $1,289,721.00, and extend the date of final completion from October 29, 2017 to November 17, 2017. 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 2016 and 2017. 

**For Action**

(A3.4) **Change Order No. 1 to the Water Treatment Chemical Liquid Aluminum Sulfate Purchase from Affinity Chemical, LLC**

Staff recommends that City Council authorize the City Manager to execute Change Order No. 1 for the Water Treatment Chemical Liquid Aluminum Sulfate (PO# 2017-00000040) with Affinity Chemical, LLC (P.O. Box 601298 Dallas, TX 75360) in the amount of $65,000.00. This will increase the total contract amount from the current contract price of $118,250.00 to $183,250.00. Funding for the purchase of Liquid Aluminum Sulfate (alum) is from Account 510.40.4220.65015, which has a budget allocation of $465,000.00 for FY2017 and a YTD balance of $173,922.00.

**For Action**

(A3.5) **Residential Refuse Collection Contract Award to Groot Industries, Inc.**

Staff recommends that City Council receive, and hold in Committee for Action on September 25, 2017, staff’s recommendation to authorize the City Manager to negotiate and execute a five (5) year Residential Refuse Collection Agreement, with the option for one additional three (3) year extension, to Groot Industries, Inc. (2500 Landmeier Rd, Elk Grove Village, IL) for the collection and transportation of residential refuse for an initial annual cost of $1,580,136.00. The unit prices detailed in the transmittal memorandum are for the service year starting on November 1, 2017 and ending on October 31, 2018. The unit prices in future service years will be adjusted annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items. Funding will be from the Solid Waste Fund, Account 520.40.4310.62415 which has a FY2017 budget of $2,500,000.

**For Action**
(A3.6) Condominium Refuse Collection Contract Award to Lakeshore Recycling Systems
Staff recommends that City Council receive, and hold in Committee for Action on September 25, 2017, staff’s recommendation to authorize the City Manager to negotiate and execute a five (5) year Condominium Refuse Collection Agreement, with the option for one additional three (3) year extension, to Lakeshore Recycling Systems (6132 W. Oakton Street, Morton Grove, IL) for the collection and disposal of condominium refuse for a 2018 unit price of $6.25 resulting in an initial annual cost of $423,000.00. The unit price is for the service year starting on November 1, 2017 and ending on October 31, 2018. The unit prices in future service years will be adjusted annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items. Funding will be from the Solid Waste Fund, Account 520.40.4310.62390 which has a FY2017 budget of $418,000.
For Action

(A3.7) Residential Yard Waste Collection Contract Award to Lakeshore Recycling Systems
Staff recommends that City Council receive, and hold in Committee for Action on September 25, 2017, staff’s recommendation to authorize the City Manager to negotiate and execute a five (5) year Residential Yard Waste Collection Agreement, with the option for one additional three (3) year extension, to Lakeshore Recycling Systems (6132 W. Oakton Street, Morton Grove, IL) for the collection and disposal of residential yard waste at the unit prices indicated in the table below for an initial annual cost of $623,677.14. The unit prices detailed in the transmittal memorandum are for the service year starting on November 1, 2017 and ending on October 31, 2018. The unit prices in future service years will be adjusted annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items. Funding will be from the Solid Waste Fund, Account 520.40.4310.62415 which has a FY2017 budget of $2,500,000.
For Action

(A3.8) Stand Alone Food Scrap Collection Contract Award to Collective Resource, Inc.
Staff recommends that City Council receive, and hold in Committee for Action on September 25, 2017, staff’s recommendation to authorize the City Manager to negotiate and execute a five (5) year Stand Alone Food Scrap Collection Agreement, with the option for one additional three (3) year period extension, to Collective Resource, Inc. (803 Elmwood Ave, Evanston, IL) for the collection, transportation and disposal of commercial food scrap at the service levels displayed below to be charged to voluntarily participating commercial properties. The unit prices detailed in the transmittal memorandum are for the service year starting on November 1, 2017 and ending on October 31, 2018. The unit prices in future service years will be adjusted annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items.
For Action
(A3.9) Implementation of Recycling Program for Multi-family Apartment Building with 6-Units or Greater
Staff recommends that City Council receive, and hold in Committee until September 25, 2017, staff’s recommendation to fully implement recycling collection at multi-family apartments with 6-units and greater and create a monthly service charge for this service to be performed by City employees.
For Action

(A3.10) Solid Waste Fund Analysis
Staff recommends that City Council receive, and hold in Committee until September 25, 2017, staff’s report on Sanitation Service Charges. Staff requests direction from Council on future sanitation service charges and the creation of a fee structure for the collection and disposal of recyclable material from multi-family apartments with 6-units or greater. Staff proposes introduction of Ordinance(s) to modify the City Code in accordance with Council direction at the September 25, 2017 meeting.
For Action

(A4) Resolution 72-R-17, Authorizing City Manager to Execute Renewal Agreement with Hoffman House Catering for Senior Meal Food Programs at Levy Center and Fleetwood-Jourdain Community Center
Staff recommends City Council adoption of Resolution 72-R-17 authorizing the City Manager to execute a renewal contract with Hoffman House Catering (1530 Hubbard Ave., Batavia, IL) to provide a senior meal congregate program at the Levy Senior Center and Fleetwood-Jourdain Community Center for a period of October 1, 2017 through September 30, 2018 in the not-to-exceed amount of $4.67 per lunch meal. Total meal program contract value is projected at $38,765.00. This is a reimbursement meal program in which the total amount of reimbursement the City will receive and expenses is solely dependent upon the number of lunches served. The program will be reimbursed through a grant from Age Options and donations received from attendees at the meal program. Funding for this program is budgeted in the Fleetwood-Jourdain and Levy Center meal program expenditure Accounts 100.30.3040.65025 & 100.30.3055.65025.
For Action

(A5) Resolution 70-R-17, Authorizing the City Manager to Execute a Development and Affordable Housing Agreement for the Construction of a Residential Home at 2005 Grey Avenue
Staff recommends City Council adoption of Resolution 70-R-17 authorizing the City Manager to execute a Development and Affordable Housing Agreement between the City, Evanston Township High School District No. 202 (“ETHS”), and Community Partners for Affordable Housing (“CPAH”) for the construction of a residential home at 2005 Grey Avenue.
For Action
(A6) **Ordinance 80-O-17, Authorizing the City Manager to Negotiate the Sale of City-Owned Real Property Located at 2005 Grey Avenue to Evanston Township High School District No. 202**

Staff recommends adoption of Ordinance 80-O-17 authorizing the City Manager to negotiate the sale of City-owned property at 2005 Grey Avenue to Evanston Township High School (“ETHS”) according to the terms of the Development and Affordable Housing Agreement with ETHS and Community Partners for Affordable Housing for the development of 2005 Grey Avenue as Affordable Housing. A two-thirds majority of City Council is required to adopt Ordinance 80-O-17. **Staff recommends suspension of the rules for Introduction and Action at the September 11, 2017 City Council meeting.**

**For Introduction and Action**

(A7) **Ordinance 52-O-17, Authorizing the City Manager to Enter into a Real Estate Contract for the Sale of City-Owned Property Adjacent to the Evanston Public Library at 1714-1718 Chicago Avenue**

Staff recommends City Council adoption of Ordinance 52-O-17, “Authorizing the City Manager to Enter into a Real Estate Contract with MHDC SLF, LLC for the Sale of Certain City-Owned Real Property Located at 1714-18 Chicago Avenue.” A two-thirds majority of City Council is required to adopt Ordinance 52-O-17.

**For Introduction**

(A8) **Ordinance 86-O-17, Amending City Code Title 10-11-1, Schedule 1, Reducing the Speed Limit on Chicago Avenue between Dempster Street and Sheridan Road from 30 MPH to 25 MPH**

Staff recommends that City Council adopt Ordinance 86-O-17, reducing the speed limit from 30 MPH to 25 MPH, on Chicago Avenue between Dempster Street and Sheridan Road. **Alderman Fiske recommends suspension of the rules for Introduction and Action at the September 11, 2017 City Council meeting.**

**For Introduction and Action**

(A9) **Ordinance 84-O-17, Sale of Surplus Property**

Staff recommends that City Council adopt Ordinance 84-O-17, directing the City Manager to offer the sale of vehicles/equipment owned by the City through public auction at the special Northwest Municipal Vehicle Auction being sponsored by America’s Auto Auctions on Tuesday, October 24, 2017 or any other subsequent America’s Online Auction as these vehicles/equipment become available, on a timely basis, as a result of new vehicle replacements being placed into service.

**For Introduction**
(A10) Ordinance 72-O-17, Amending City Code Section 11-2-11(B)、“Immobilization Program” by Amending Amount of Liable Tickets Need to Immobilize a Vehicle from Five (5) to Three (3)

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) Capital Improvement Plan Project Update
Staff will provide an update of the major Capital Improvement Plan (CIP) projects.
For Discussion

(APW2) Northwestern University/Tax Exempt Property Analysis Update
Staff will discuss updated analysis on Northwestern University’s tax exempt properties.
For Discussion

(APW3) Overtime Report from Departments
Staff will review the Department overtime reports. The Department reports are from the two payroll periods from July 24 through August 20.
For Discussion

V. COMMUNICATIONS

VI. ADJOURNMENT
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 6:11p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF JULY 24, 2017
Ald. Rainey moved to accept the Minutes of July 24, 2017 A&PW meeting as submitted, seconded by Ald. Suffredin.

The Minutes of the July 24, 2017 A&PW meeting were approved unanimously 5-0.

III. ITEMS FOR CONSIDERATION
For Action

At Ald. Fleming’s inquiry, Public Works Agency Director Stoneback explained that Northwestern is voluntarily paying half the cost of dumpsters for off campus student move out rather than the City charging the property owners for a special pick up. He add that the City does not recover the full cost of the service to perform a special pick up. The current rate was established by the previous City Council.

Deputy City Manager Erika Storlie explained that the City had discussions with Northwestern and the understanding is that the university would like to get rid of
the dumpsters and allow the landlords to be billed for special pickups. She noted that the City does not have the capacity to collect all of the material and would have to contract out to meet the volume of the necessary service.

Ald. Rainey said the university should fully assume this cost. It is shameful that they are trying to transfer the cost to the landlord. Deputy City Manager Storlie will speak with Ald. Fiske to have this item discussed at the next NU City Committee meeting.

Ald. Rainey requested information regarding rental rates and unit sizes for TBRA vouchers provided by HOME Funds.

The Committee voted 5-0 to approve the payroll.

(A2) Bills List – August 15, 2017 $ 5,613,710.30
Credit Card Activity – Period Ending June 30, 2017 $ 242,760.91

For Action
Ald. Fleming moved to recommend approval of the City of Evanston Bills through August 15, 2017 in the amount of $5,613,710.30 and credit card activity for the period ending June 30, 2017, seconded by Ald. Rue Simmons.

The Committee voted 5-0 to approve the bills and credit card activity.

(A3.1) Contract Extension with Morton Salt Company for Purchase of Salt
Staff recommends City Council authorize the City Manager to execute a one-year contract extension for the purchase of up to 7,500 tons of rock salt from Morton Salt Company (123 N. Wacker Drive, Chicago, IL) at a cost of $47.35 per ton for a winter season total of $355,125.00. Funding for this purchase will be provided from the Snow and Ice Control Fund (Account 100.40.4550.65015), which has a budget of $384,100 and a YTD balance of $279,068.53 before this transaction. Staff anticipates needing to spend approximately another $24,000 in FY 2017.

For Action
Ald. Rainey moved to recommend City Council authorize the City Manager to execute a one-year contract extension for the purchase of up to 7,500 tons of rock salt from Morton Salt Company at a cost of $47.35 per ton for a winter season total of $355,125.00, seconded by Ald. Fleming.

At Ald. Rainey’s inquiry, Bureau Chief Jim Maiworm explained that we currently have 3,500 tons of rock salt in storage. The additional $24,000 discussed was in anticipation of some snow expected in December. Our strategy is to order what we use storm by storm to keep onsite inventory at all times.

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

(A3.2) Sole Source Purchase of Tallmadge Street Light Poles and Parts
Staff recommends City Council authorize the City Manager to approval the sole source purchase of 20 Union Metal Tallmadge street light poles and 20
Luminaire cage assemblies from Graybar Electric (9222 Orly Road, Indianapolis, IN 46241-9607) in the amount of $60,778.40 for the 20 poles and $37,475.60 for the 20 Luminaire cages for a grand total of $98,254.00. Funding for this purchase will come from Capital Improvement Fund – Streetlight Purchase (Account 415.40.4117.417022) budgeted in the amount of $100,000.

**For Action**

Ald. Suffredin moved to recommend City Council authorize the City Manager to approval the sole source purchase of 20 Union Metal Tallmadge street light poles and 20 Luminaire cage assemblies from Graybar Electric in the amount of $60,778.40 for the 20 poles and $37,475.60 for the 20 Luminaire cages for a grand total of $98,254.00, seconded by Ald. Fleming.

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

(A3.3) **Contract with Black & Veatch Corporation for 2017-2018 Hydraulic Modeling Services**

Staff recommends City Council authorize the City Manager to execute a contract for 2017-2019 Hydraulic Modeling Services (RFP 17-37) with Black & Veatch Corporation (Two North Riverside Plaza, Suite 2050, Chicago, IL 60606) in the not-to-exceed amount of $50,000 per year for the next three years (2017, 2018, and 2019). Funding for these services in 2017 will be provided from the Water Fund (Account 510.40.4225.62180 – 717016) which has a budget allocation of $280,000 (of which $50,000 is allocated for hydraulic modeling services). Staff proposes to budget $50,000 for hydraulic modeling services in this same account in future years.

**For Action**

Ald. Rue Simmons moved to recommend City Council authorize the City Manager to execute a contract for 2017-2019 Hydraulic Modeling Services (RFP 17-37) with Black & Veatch Corporation in the not-to-exceed amount of $50,000 per year for the next three years, seconded by Ald. Fleming.

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

(A3.4) **Capital Improvement Plan Administration**

Staff recommends Council discussion of Capital Improvements Plan administration as outlined in corresponding transmittal memorandum.

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

Ald. Braithwaite moved to recommend approval of the Capital Improvements Plan administration, seconded by Ald. Fleming.

At Ald. Fleming’s inquiry, Assistant City Manager Lyons discussed the CIP mid-year adjustment process. He suggested providing a quarterly status report on CIP funding. He will also include a more detailed listing historically of capital planning policy goals.

The Committee voted unanimously 5-0 to accept and place the report on file.
(A3.5) **Contract with Structures Construction LLC for Dempster Beach Office Renovations**

Staff recommends that City Council authorize the City Manager to execute a contract for the Dempster Beach Office Renovations (Bid No. 17-40) with Structures Construction LLC (2300 W. Diversey Avenue, Chicago, IL) in the amount of $249,297.00. Funding will be provided from the Capital Improvement Program 2017 General Obligation Bonds for Dempster Beach Office Renovations (Account No. 415.40.4117.65515 – 617015), which has an FY 2017 budget allocation of $200,000. Additional funding is available through the delay of the Church Street Harbor South Pier Reconstruction, which has $291,060 in uncommitted funds.

**For Action**

Ald. Fleming moved to recommend City Council authorize the City Manager to execute a contract for the Dempster Beach Office Renovations (Bid No. 17-40) with Structures Construction, LLC in the amount of $249,297.00, seconded by Ald. Rainey.

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

(A3.6) **Contract with Copenhaver Construction, Inc. for the Gibbs Morrison Site Improvement Project**

Staff recommends that City Council authorize the City Manager to execute a contract for the Gibbs Morrison Site Improvement Project (Bid No. 17-43) with Copenhaver Construction, Inc. (75 Koppie Drive, Gilberts, IL) in the amount of $371,345.00. Funding is from the 2017 Capital Improvement Fund for the Gibbs Morrison Site Improvements in the following amounts: $163,000 from 2016 G.O. Bonds, $18,345 from 2017 G.O. Bonds, and $190,000 from the Sewer Fund. Detailed account information can be found in the corresponding transmittal memorandum.

**For Action**

Ald. Rainey moved to recommend City Council authorize the City Manager to execute a contract for the Gibbs Morrison Site Improvement Project (Bid No. 17-43) with Copenhaver Construction, Inc. in the amount of $371,345.00, seconded by Ald. Fleming.

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

(A3.7) **Contract for Engineering Services with Wiss, Janney, Elstner Associates related to the Service Center Emergency Repair Project**

Staff recommends City Council authorize the City Manager to execute a contract for engineering services related to the Service Center Emergency Repair Project with Wiss, Janney, Elstner Associates (330 Pfingsten Road, Northbrook, IL) in the amount of $44,300.00. Funding will be provided from the Capital Improvement Program 2017 General Obligation Bonds. There is no FY 2017 budget allocation for this project, but funding is available through the delay of the Church Street Harbor South Pier Reconstruction, which has $241,763 in uncommitted funds. The account number for this project is 415.40.4117.62145 – 617023.
For Action
Ald. Suffredin moved to recommend City Council authorize the City Manager to execute a contract for engineering services related to the Service Center Emergency Repair Project with Wiss, Janney, Elstner Associates in the amount of $44,300.00, seconded by Ald. Fleming.

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

(A3.8) Contract with Insituform Technologies USA, LLC for Large Diameter Sewer Rehabilitation – Mulford Street Part 2
Staff recommends that City Council authorize the City Manager to execute a contract for the amount of $365,330.00 with Insituform Technologies USA, LLC (17988 Edison Avenue, Chesterfield, MO 63005) for the Large Diameter Sewer Rehabilitation – Mulford Street Part 2 (Bid No. 17-26), contingent upon receiving the appropriate loan funding from the Illinois Environmental Protection Agency (IEPA). It is anticipated that the IEPA will provide loan funding from the State Revolving Fund in an amount up to $376,289.90 for construction of this project. This amount includes a contingency of up to 3% above the bid price of the project. With this funding, all eligible construction costs would be funded by a loan repaid over 20 years at 1.76% interest. IEPA loan funding for this work will be routed through the Sewer Fund, Capital Improvement Account 515.40.4535.65515 – 417012, which has an FY 2017 budget allocation of $600,000 for this project.

For Action
Ald. Rue Simmons moved to recommend City Council authorize the City Manager to execute a contract for the amount of $365,330.00 with Insituform Technologies USA, LLC for the Large Diameter Sewer Rehabilitation – Mulford Street Part 2 (Bid No. 17-26), contingent upon receiving the appropriate loan funding from the Illinois Environmental Protection Agency (IEPA State Revolving Fund in an amount up to $376,289.90 for construction of this project, seconded by Ald. Fleming.

At Ald. Rainey’s inquiry, Public Works Agency Director Stoneback confirmed that this sewer discharges to the 54 inch interceptor on McCormick and carries to the sewage treatment plant at Howard and McCormick.

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

(A3.9) Sole Source Contract with C.T.R. Systems, Inc. for Emergency Sewer Repair at 2750 Lincolnwood Drive
Staff recommends City Council authorize the City Manager to execute a sole source contract for Emergency Sewer Repair with C.T.R. Systems, Inc. (7400 Waukegan Rd. Suite #102, Niles, IL 60714) in the amount of $28,500. Funding for this work will be provided from the Sewer Fund (Account 515.40.4535.65515 – 417027), which has a FY 2017 budget allocation of $2,626,000 ($75,000 specifically allocated for emergency sewer repairs) and a remaining balance of $1,483,796.

For Action
Ald. Braithwaite moved to recommend City Council authorize the City Manager to execute a sole source contract for Emergency Sewer Repair with C.T.R. Systems, Inc. in the amount of $28,500, seconded by Ald. Fleming.

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

(A3.10)Change Order No. 1 with Schroeder & Schroeder, Inc. for the 2017 Alley and Street Improvement Project
Staff recommends that City Council authorize the City Manager to execute Change Order No. 1 to the 2017 Alley and Street Improvements project with Schroeder & Schroeder, Inc. (7306 Central Park, Skokie, IL 60076) in the amount of $144,892.50. This Change Order will expand the scope of work to include widening and street resurfacing work on Callan Avenue from Howard Street to Brummel Street. This will increase the contract amount from $1,301,882.10 to $1,446,774.60. There will be no change to the contract completion date of November 17, 2017. Funding will be provided from Capital Improvement Fund 2017 General Obligation Bonds (Account 415.40.4117.65515 - 417206). This project was not budgeted, but funding is available from savings in other projects.

For Action
Ald. Fleming moved to recommend City Council authorize the City Manager to execute Change Order No. 1 to the 2017 Alley and Street Improvements project with Schroeder & Schroeder, Inc. (7306 Central Park, Skokie, IL 60076) in the amount of $144,892.50, seconded by Ald. Rainey.

Ald. Suffredin asked for clarification if the project is not approved tonight. Capital Planning and Engineering Bureau Chief Lara Biggs explained that the engineering design for the widening of Callan was approved a few months ago. One of the benefits of widening Callan is the additional parking it will create, but it also includes the general resurfacing of the street. Staff was planning to include this project in the proposal of 2018 capital improvement projects under normal resurfacing and it would have been widened at that time. However, it was moved forward into the current year.

At Ald. Fleming’s inquiry, Assistant City Manager Lyons explained that this project was moved up because the engineering plan was already approved by City Council. Staff had clear direction to proceed at the time funds were available.

The Committee voted 3-2 with Alds. Suffredin and Fleming voting against approval of the contract.

(A3.11)Purchase of Two Vehicles from Currie Motors for Administrative Services and One Excavator from Burris Equipment for Public Works Agency
Staff recommends City Council approval of the purchase of two (2) Ford Escape Vehicles for the Administrative Services Department Parking Division and one (1) Wacker Neuson Excavator for the Public Works Agency (PWA), Operations and Maintenance Bureau. The Ford replacement vehicles will be purchased from...
Currie Motors (9423 W. Lincoln Highway, Frankfort, IL 60423) in the amount of $43,846.00 through the Northwest Municipal Conference Suburban Purchasing Competitive Bid. The Excavator will be a single-source purchase from Burris Equipment (2216 N. Greenbay Road, Waukegan, IL 60087) in the amount of $101,620.00. Funding of $43,846 is provided by the FY 2017 Parking Fund (Account 505.19.7005.62509), with a budget of $200,000. Budget remaining in this account after this purchase is $151,654. Funding of $101,620 is provided by the FY 2017 Water Fund (Account 510.40.4230.65550), with a budget of $186,300. Budget remaining in this account after this purchase is $24,470.

For Action
Ald. Rainey moved to recommend City Council approval of the purchase of two (2) Ford Escape Vehicles for the Administrative Services Department Parking Division and one (1) Wacker Neuson Excavator for the Public Works Agency (PWA), Operations and Maintenance Bureau, seconded by Ald. Fleming.

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

(A3.12) Agreement with Passport Parking, Inc. to Provide Mobile Payments for Parking, Citation Management Platform and Digital Permitting
Staff recommends City Council authorize the City Manager to execute a sole source agreement with Passport Parking, Inc., (1300 S Mint St. Charlotte, NC 28203) to provide a unified citation management, digital permit and mobile payment platform for parking in Evanston. Passport will receive $1.25 per citation paid and there will be no implementation fees or ongoing support costs for this service. Based on historical data of the number of citations paid in 2016, this will be a $60,000 per year reduction in costs for a total not to exceed cost of $260,000 per year. The agreement is for 2 years and there are 2 additional (1) year optional renewal periods. There is no funding impact for 2017 as the citation management portion of the project is projected to go live in January 2018. The 2018 budget will be adjusted to reflect $20,000 in annual savings (remaining savings are projected to be allocated toward separate Cash Receipting and Accounts Receivable system). General Fund BU 100.15.1560.62449 with a 2017 Budget of $320,000 will be reduced in the 2018 budget to $300,000.

For Action
Ald. Suffredin moved to recommend City Council authorize the City Manager to execute a sole source agreement with Passport Parking, Inc., to provide a unified citation management, digital permit and mobile payment platform for parking in Evanston, seconded by Rue Simmons.

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

(A4) Resolution 68-R-17, Authorizing City Manager to Enter into Two Four-Month Lease Agreements for Vacant Studio Spaces at Noyes Cultural Arts Center
Staff recommends City Council adoption of Resolution 68-R-17 authorizing the City Manager to enter into an agreement for a four (4) month lease with Sarah Kaiser and a four (4) month lease with Meagan Adams for vacant studios at the Noyes Cultural Arts Center.
For Action
Ald. Rue Simmons moved to recommend City Council adoption of Resolution 68-R-17 authorizing the City Manager to enter into an agreement for a four (4) month lease with Sarah Kaiser and a four (4) month lease with Meagan Adams for vacant studios at the Noyes Cultural Arts Center, seconded by Ald. Rainey.

The Committee voted unanimously 5-0 to approve the lease agreement.

(A5) Resolution 29-R-17, Authorizing City Manager to Negotiate and Execute a Loan Agreement with Sweet Vendome, Inc. d/b/a Café Coralie
Staff recommends City Council adoption of Resolution 29-R-17, authorizing the City Manager to Enter into a loan agreement with Sweet Vendome, Inc. (dba Café Coralie) for an amount not to exceed $50,000 for equipment and tenant build out for the city-owned property located at 633 Howard Street, Evanston, IL. To purchase equipment needed for the bakery and coffee shop, staff recommends a loan not to exceed $50,000 from two sources of funds: 1) $25,000 from CDBG Economic Development (Account 215.21.5260.63064); and 2) $25,000 from the Economic Development Business Attraction/Retention (Account 100.15.5300.62662). Details on the budget/remaining balance of each fund can be found on the corresponding Transmittal Memorandum. The proposed loan terms include 3.0% interest with a 10-year term with no payments for the first 12 months. The owner will provide a personal guarantee for the loan. The loan will also be secured with the equipment purchased with loan proceeds.

For Action
Ald. Braithwaite confirmed that this item was removed from the agenda because it was approved at the June Economic Development Committee meeting in June.

(A6) Ordinance 54-O-17, Authorizing the City Manager to Execute a Lease of City-Owned Property Located at 633 Howard with Sweet Vendome, Inc.
Staff recommends City Council adoption of Ordinance 54-O-17, authorizing the City Manager to Enter into a Lease of City-Owned Real Property Located at 633 Howard Street, Evanston, IL with Sweet Vendome, Inc. (dba Café Coralie). Staff recommends a total of $50,000 come from Economic Development Business Attraction/Retention (Account 100.15.5300.62662) for the tenant improvement allowance. The City Council approved a budget of $250,000 for 2017 for this account. To date, $96,791.73 has been committed, leaving a $153,208.27 balance. Resolution 29-R-17, also for consideration at this council meeting, includes a request for up to $25,000 from the same account for an interest bearing loan for equipment purchase, with a ten year repayment period. A two-thirds majority of City Council is required to adopt Ordinance 54-O-17. Staff requests suspension of the rules for Introduction and Action at the August 14, 2017 City Council meeting.

For Introduction and Action
Ald. Braithwaite moved to recommend City Council suspend the rules and adopt Ordinance 54-O-17, authorizing the City Manager to Enter into a Lease of City-Owned Real Property Located at 633 Howard Street,
Evanston, IL with Sweet Vendome, Inc. (dba Café Coralie) with a total of $50,000 to come from Economic Development Business Attraction/Retention for the tenant improvement allowance, seconded by Ald. Rue Simmons.

At Ald. Suffredin’s inquiry, Ald. Rainey noted that this will not contribute to parking congestion in the area because the business will operate mainly during the day between 7am and 7pm.

Assistant City Manager Lyons added that Economic Development has kept an eye on parking in its effort to expand businesses and revitalize Howard Street.

Ald. Rue Simmons supports this item as a regular Howard Street patron.

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

(A7) Ordinance 68-O-17, Authorizing the City Manager to Enter into a Real Estate Contract for the Sale of City-Owned Property at 100 Chicago Avenue to Harrington Brown, LLC

Staff recommends approval of Ordinance 68-O-17, “Authorizing the City Manager to Enter into a Real Estate Contract for the Sale of Certain City-Owned Real Property Located at 100 Chicago Avenue, Evanston, Illinois.” A two-thirds majority of City Council is required to adopt Ordinance 68-O-17. Staff requests suspension of the rules for Introduction and Action at the August 14, 2017 City Council meeting.

For Introduction and Action
Ald. Fleming moved to recommend suspension of the rules to approve Ordinance 68-O-17, “Authorizing the City Manager to Enter into a Real Estate Contract for the Sale of Certain City-Owned Real Property Located at 100 Chicago Avenue, Evanston, Illinois,” seconded by Ald. Rainey.

The Committee voted 4-1 with Ald. Suffredin voting against adoption of the ordinance.

(A8) Ordinance 74-O-17, Amending the City Code to Establish a 4-Way Stop at the Intersection of Marcy Avenue and Colfax Street

Staff recommends City Council adoption of Ordinance 74-O-17 amending Section 10-11-5(D), Schedule V(D) of the City Code to establish a 4-Way Stop at the intersection of Marcy Avenue and Colfax Street. The estimated cost to install two additional stop signs is $150.00. Funding will be through the General Fund-Traffic Control Supplies Fund (Account 100.40.4520.65115), with a FY 2017 budget of $50,000, and a YTD balance of $15,231.

For Introduction
Ald. Rainey moved to recommend suspension of the rules to adopt Ordinance 74-O-17 amending Section 10-11-5(D), Schedule V(D) of the City Code to establish a 4-Way Stop at the intersection of Marcy Avenue and Colfax Street, seconded by Ald. Suffredin.
The Committee voted unanimously 5-0 to suspend the rules and adopt the ordinance.

(A9) Ordinance 82-O-17, Authorizing 2017 A, B and C General Obligation Bond Issues
Staff recommends introduction of Ordinance 82-O-17 providing for the issuance of one or more series of not to exceed $14,500,000 General Obligation Corporate Purpose Bonds, Series 2017A, one or more series of not to exceed $9,665,000 General Obligation Refunding Bonds, Series 2017B, and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2017C of the City of Evanston, Cook County, Illinois, for capital improvement and refunding purposes, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale. The ordinance will be completed and signed after the bond sale date, which is tentatively scheduled for September 28, 2017.

For Introduction
Ald. Suffredin moved to recommend introduction of Ordinance 82-O-17 providing for the issuance of one or more series of not to exceed $14,500,000 General Obligation Corporate Purpose Bonds, Series 2017A, one or more series of not to exceed $9,665,000 General Obligation Refunding Bonds, Series 2017B, and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2017C of the City of Evanston, Cook County, Illinois, for capital improvement and refunding purposes, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale, seconded by Ald. Rainey.

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

(A10) Ordinance 77-O-17, Decreasing the Number of Class I Liquor Licenses for The Barn Investment, LLC. d/b/a The Barn
Local Liquor Commissioner recommends City Council adoption of Ordinance 77-O-17, amending the City Code Subsection 3-4-6-(l) to decrease the number of authorized Class I liquor licenses from three (3) to two (2).

For Introduction
Ald. Rue Simmons moved to recommend City Council adoption of Ordinance 77-O-17, amending the City Code Subsection 3-4-6-(l) to decrease the number of authorized Class I liquor licenses from three (3) to two (2), seconded by Ald. Fleming.
The Committee voted unanimously 5-0 to adopt the ordinance.

(A11) Ordinance 78-O-17, Increasing the Number of Class D Liquor Licenses for The Barn Investment, LLC d/b/a The Barn

Local Liquor Commissioner recommends City Council adoption of Ordinance 78-O-17, amending the City Code Subsection 3-4-6-(D) to increase the number of authorized Class D liquor licenses from fifty-five (55) to fifty-six (56) and permit issuance of a Class D license to The Barn Investment, LLC d/b/a The Barn ("Company") located at 1016 Church Street (Rear). In April 2017, City Council granted Company representative Amy Morton’s application and request to change its liquor license from Class D to Class I. The Company has subsequently decided to revert back to its original Class D Liquor License.

For Introduction
Ald. Rue Simmons moved to recommend City Council adoption of Ordinance 78-O-17, amending the City Code Subsection 3-4-6-(D) to increase the number of authorized Class D liquor licenses from fifty-five (55) to fifty-six (56) and permit issuance of a Class D license to The Barn Investment, LLC d/b/a The Barn ("Company") located at 1016 Church Street (Rear), seconded by Ald. Fleming.

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

I. ITEMS FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT
Ald. Rainey motioned to adjourn. The meeting adjourned at 7:10pm.
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: September 06, 2017

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

Summary:
Payroll – July 24, 2017 through August 06, 2017 $ 3,142,003.32
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Payroll – August 07, 2017 through August 20, 2017 $ 2,961,853.64
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – September 12, 2017 $ 5,226,771.99
General Fund Amount – Bills list $ 980,976.25
General Fund Amount – Supplemental list $ 7,371.02
General Fund Total: $ 988,347.27

TOTAL AMOUNT OF BILLS LIST & PAYROLL $11,330,628.95

*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.

Attachments:
Bills List
### 100 General Fund

#### 100 General Support

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Ticket Refund</td>
<td>5.00</td>
</tr>
<tr>
<td>Vision Patches</td>
<td>4,051.40</td>
</tr>
<tr>
<td>Metlife Dental Insurance</td>
<td>19,593.55</td>
</tr>
<tr>
<td>Guardian Dental Insurance</td>
<td>18,042.96</td>
</tr>
<tr>
<td>National Guardian Life Insurance Co.</td>
<td>240.85</td>
</tr>
<tr>
<td>Verizon Wireless Communication Charges</td>
<td>9,084.51</td>
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</table>

**Total** | **92,017.00**

#### 1300 City Council

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>2016-2017 Caucus Dues</td>
<td>3,351.87</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>40.37</td>
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**Total** | **3,392.24**

#### 1400 City Clerk

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Ordnances Codes</td>
<td>3,772.00</td>
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**Total** | **3,772.00**

#### 1500 City Manager

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Reimbursement: Renewable Energy Conference</td>
<td>516.77</td>
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<tr>
<td>Reimbursement: Big Ten Conference</td>
<td>619.35</td>
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<tr>
<td>Annual Renewal Star Communities Membership</td>
<td>1,000.00</td>
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<tr>
<td>Cmo Card Printing</td>
<td>505.00</td>
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<tr>
<td>Office Supplies</td>
<td>100.75</td>
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**Total** | **2,730.87**

#### 1510 Public Information

<table>
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<th>Description</th>
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<tbody>
<tr>
<td>Budget Workshop Ad</td>
<td>240.00</td>
</tr>
<tr>
<td>Bike The Ridge Posters</td>
<td>145.74</td>
</tr>
<tr>
<td>1st Ward Postcards</td>
<td>143.31</td>
</tr>
<tr>
<td>Equity and Empowerment Translation Services</td>
<td>339.66</td>
</tr>
<tr>
<td>Language Line Translation Services</td>
<td>8.66</td>
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**Total** | **1,069.77**

#### 1550 Financial Administration

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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Overnight Mail Charges</td>
<td>27.54</td>
</tr>
<tr>
<td>Shipping</td>
<td>57.35</td>
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**Total** | **84.89**

#### 1600 Revenue & Collections

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>2016-2017 Municipal Tax Reimbursement</td>
<td>39,773.19</td>
</tr>
<tr>
<td>Bought Home Doesn't Need Lot 10 Space</td>
<td>48.00</td>
</tr>
<tr>
<td>Wheel Tax Overpayment</td>
<td>36.00</td>
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<tr>
<td>Processing and Management of Parking Ticket and Payments</td>
<td>57,002.71</td>
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<tr>
<td>Illinois Secretary of State, Vehicle *Eviction Wheel Tax List</td>
<td>500.00</td>
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<tr>
<td>Office Supplies</td>
<td>112.44</td>
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**Total** | **101,258.19**

#### 1700 Accounting

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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Overnight Shipping Charges</td>
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**Total** | **862.86**

#### 1750 Purchasing

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<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Temporary Office Staff - Purchasing Division</td>
<td>1,031.25</td>
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**Total** | **1,031.25**

#### 1800 Community Arts

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<th>Description</th>
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<tbody>
<tr>
<td>Evanston-Odyssey Reception Reimbursement</td>
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**Total** | **120.00**

#### 1705 Legal Administration

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<tr>
<td>Legal Research</td>
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<tr>
<td>Hearing Officer</td>
<td>1,220.00</td>
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<tr>
<td>Legal Subscriptions</td>
<td>153.00</td>
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<tr>
<td>Office Supplies</td>
<td>18.16</td>
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**Total** | **2,238.04**

#### 1921 Tax Assessment Advocacy

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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Senior Choice Invoice</td>
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**Total** | **1,646.10**

#### 1929 Human Resource Division

<table>
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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Ergometrics Annual License Renewal-Testing Services</td>
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<tr>
<td>Employment Testing Trans Union Corp</td>
<td>163.18</td>
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<tr>
<td>Sap Consulting Services-Monthly Invoice</td>
<td>671.40</td>
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<tr>
<td>Office Supplies</td>
<td>85.00</td>
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<tr>
<td>Summer Employee Appreciation - Ice Cream Day</td>
<td>1,617.10</td>
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**Total** | **3,734.68**

#### 1932 Information Technology Div.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Carol's Law Work Dates 7/24-7/27</td>
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<tr>
<td>Off Site Data Storage / Archived BGS</td>
<td>20.00</td>
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<tr>
<td>Offsite Storage Services</td>
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<tr>
<td>Cscsi Smartnet License Renewal</td>
<td>54,445.68</td>
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<tr>
<td>Renewal Database and Mapping Software</td>
<td>19,650.00</td>
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<tr>
<td>Consulting Services Outside of Scope Work</td>
<td>130.00</td>
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<tr>
<td>Communication Charges</td>
<td>450.00</td>
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<tr>
<td>Membership Dues</td>
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<tr>
<td>Copper Cable</td>
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<td>Copy Charges</td>
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<td>Communication Charges</td>
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<tr>
<td>Communication Charges</td>
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**Total** | **98,054.12**
1041 PAINING ENCRPMENT & TICKETS
5265 HERTZ DUPLICATE PAYMENT ON CITATION 22954072 40.00
5265 HERTZ OVERPAD CITATION 7088845 35.00
5265 SHEILA CUMMINGS PARKING TICKET REFUND 25.00
5265 NEIL E. NEHRING PARKING TICKET REFUND 35.00
5265 GUNDI POSHI DUPLICATE PAYMENT ON CITATION 708800146 40.00
66540 FEDERAL SIGNAL CORP. GENETIC LMR SERVER UPGRADE & R.4.2017 1,550.00
66540 VERIZON WIRELESS COMMUNICATION CHARGES 38.01
66540 VERIZON WIRELESS AUV INVOICE AUGUST 2017 170.55
65095 OFFICE DEPOT OFFICE SUPPLIES 50.63
1041 PAINING ENCRPMENT & TICKETS Total 1,774.17

1950 FACTUALS
62225 CRCOCAS CASTLE COMMUNICATION CHARGES 31.56
62509 VERIZON WIRELESS AUV INVOICE AUGUST 2017 379.00
62509 H-O-W WATER TECHNOLOGY CHEMICAL WATEN TREATMENT FOR HVAC EQUIPMENT VARIOUS FACILITIES 1,024.00
64605 COROLLED UTILITIES SERVICE 198.05
64015 NIDOR UTILITIES-NICOR 139.74
66540 UNIFORM - TRAFFIC UNIT UNIFORMSUPPLIES 3,611.84
66505 MARK VEND COMPANY COFFEE 172.84
66505 TEMPERATURE EQUIPMENT CREDIT FOR HVAC EQUIPMENT 1,304.74
66505 TEMPERATURE EQUIPMENT EMERGENCY COMPRESSOR PURCHASE FOR 911 CENTER 3,839.57
1950 FACTUALS Total 8,511.00

2105 PLANNING & ZONING
62185 J. C. SENIOR LIFE JULY 1st PAYMENT 680.00
62509 COORBANIZE, INC. MONTHLY FEE FOR ONLINE ENGAGEMENT TOOL 500.00
62509 COORBANIZE, INC. SERVICES FOR ONLINE ENGAGEMENT TOOL 100.00
62509 COORBANIZE, INC. SET UP FEE FOR ONLINE ENGAGEMENT TOOL 1,000.00
2105 PLANNING & ZONING Total 2,370.48

2126 BUILDING INSPECTION SERVICES
52080 A & E HOME IMPROVEMENT LLC PERMIT 17ROOF-023 REFUND 275.00
52080 LANDFORD CONSTRUCTION COMPANY PERMIT 17TNTR-010 REFUND 574.78
52080 POWER HOME REMODELING REFUND PERMIT 17ROOF-0107 510.00
52080 HOME DEPOT PERMIT 17TNDR-0010 REFUND 124.00
52080 HOME DEPOT AVU INVOICE AUGUST 2017 88.00
66223 VERIZON WIRELESS LLC SOLAR PLAN REVIEW COURSE - GARESCHE AND ASLIS ATTENDING 150.00
66405 ELEVATOR INSPECTION SERVICE ELEVATOR INSPECTION 100.00
66246 SAFE&N S ILLINOIS INSPECTION AND PLAN REVIEW CONSULTING SERVICES 6,486.99
2126 BUILDING INSPECTION SERVICES Total 8,500.33

2128 EMERGENCY SOLUTIONS GRANT
67110 CONNECTIONS FOR THE HOMELESS IN EGG DISEASEMENT FOR 2016 GRANT 5,506.02
67110 CONNECTIONS FOR THE HOMELESS #7 EGG DISEASEMENT FOR 2016 GRANT 10,384.76
2128 EMERGENCY SOLUTIONS GRANT Total 15,881.78

2205 POLICE ADMINISTRATION
62210 THE PRINTED WORD, INC. PRINTING SERVICES - POLICE CASE FORMS 182.00
62225 CARRIER CORPORATION SERVICE AGREEMENT 1,646.00
62271 WEST PUBLISHING CORP. OBA THORSON REUTERS WEST INFORMATION CHARGES 487.60
62280 FEDERAL EXPRESS CORP. OVERIGHT MAIL CHARGES 32.52
62360 NORTHWEST POLICE ACADEMY ANNUAL MEMBERSHIP 50.00
62490 EDINSON, RICHARD REIMBURSEMENT - HOSITAL CAYER 51.54
62509 PATTEN INDUSTRIES OIESL GENERATOR PREVENTIVE MAINTENANCE AGREEMENT 2017 RENEWAL 510.00
62509 SUPERION, LLC MAINTENANCE AGREEMENT - CITATION/AJUR 1,715.10
64050 VERIZON WIRELESS COMMUNICATION CHARGES 91.00
2205 POLICE ADMINISTRATION Total 8,809.92

2210 PATROL OPERATIONS
62240 EVANSIONS CAR WASH & DETAIL CENTER CAR WASHES 176.00
66502 J. G. UNIFORMS, INC. UNIFORMS 7.00
66502 J. G. UNIFORMS, INC. UNIFORM - TRAFFIC UNIT 397.25
66502 J. G. UNIFORMS, INC. UNIFORM - VEST 1,831.90
66502 KIESLER POLICE SUPPLY, INC. UNIFORM - HELMET/SHIELD 265.00
66502 KIESLER POLICE SUPPLY, INC. UNIFORM - VEST 2,855.86
2210 PATROL OPERATIONS Total 5,973.00

2230 JUVENILE BUREAU
62750 CITY OF EVANSTON PETTY CASH PETTY CASH - ADMINISTRATION 100.00
2230 JUVENILE BUREAU Total 100.00

2240 POLICE RECORDS
65095 OFFICE DEPOT OFFICE SUPPLIES- 142.48
2240 POLICE RECORDS Total 142.48

2251 311 CENTER
66505 VERIZON WIRELESS COMMUNICATION CHARGES 10.02
2251 311 CENTER Total 10.02

2255 OFFICE-PROFESSIONAL STANDARDS
67070 NET TRANSCRIPTS, INC. TRANSCRIPTS 118.25
2255 OFFICE-PROFESSIONAL STANDARDS Total 118.25

2260 OFFICE OF ADMINISTRATION
62210 CITY OF EVANSTON PETTY CASH PETTY CASH - ADMINISTRATION 50.00
62295 COOK COUNTY SHERIFS TRAINING INST. TRAINING - NEW RECRUIT 5,025.25
62295 GIESE, MARKHAIL TRAINING/MEALS - CRIMINAL INTERDICTION WORKSHOP 45.00
62295 GIESE, MARKHAIL TRAINING/MEALS BASIC INVESTIGATION SKILLS 75.00
62295 CARTER, KENNETH TRAINING/MEALS BASIC INVESTIGATION SKILLS 75.00
62295 TAMURBURNO, CHRISTOPHER TRAINING/MEALS - CRIMINAL INTERDICTION WORKSHOP 45.00
62295 PULLARS, JAMES TRAINING/MEALS SUPERVISION OF POLICE PERSONNEL 150.00
62295 EVANSTON ATHLETIC CLUB HEALTH CLUB USE - JULY 2017 317.75
62295 CITY OF EVANSTON PETTY CASH PETTY CASH - ADMINISTRATION 240.00
62295 EDINSON, RICHARD TRAVEL BIG TEN MDS & POLICE CHIEF CONFERENCE 121.90
62295 NORTHWEST POLICE ACADEMY TRAINING - URBAN RIFLE/CARBINE TACTICAL 300.00
62295 NORTHWEST POLICE ACADEMY TRAINING - COURTS - RECRUIT TRAINING 60.00
62295 TRITON COMMUNITY COLLEGE NEW RECRUITS TRAINING - TECH FEE 600.00
62295 ENOGR, MICHAEL TRAINING/MEALS SUPERVISION OF POLICE PERSONNEL 150.00
62295 SCOTT, SCOTTI CULT TRAINING 90.00
62295 SCOTT, SCOTTI TRAINING/MEALS FB CRISIS NEGOTIATOR 75.00
62295 LEKAS, DENNIS TRAVEL/MEALS - CIT TRAINING 239.00
62295 HEID BERNHARDT TRAINING/MEALS FINGERPRINT TRAINING 45.00
62295 JEREMY HESSE TRAINING/MEALS FB CARBINE INSTRUCTOR 75.00

21 of 503
62295 TOSHA WILSON  TRAINING/MEALS FBI CRISIS NEGOTIATOR  75.00
62295 THOMAS, JAMYNN  TRAINING/MEALS BASIC TRAFFIC CRASH INVESTIGATING  75.00
62295 MIZELL, MARK  TRAINING/MEALS ADVANCED DIGITAL EVIDENCE EXAM  225.00
62295 NICHOLAS, CHIPPELET  TRAINING/TRAVEL - VALOR TRAINING  81.00
62295 NEAL, GRANTH  TRAINING/MEALS - CRISIS INTERVENTION  75.00
62295 CARLOS VERA  TRAINING/MEALS - CRISIS INTERVENTION  75.00
62295 CHRISTOPHER W. TORTORELLO  TRAINING/ADHOCAM 2017  150.00
62295 CHRISTOPHER W. TORTORELLO  TRAINING/MEALS - GANG SPECIALIST TRAINING CONF  45.00
62295 DANIEL G. KEELER  TRAINING/MEALS MOTORCYCLE CRASH RECONSTRUCTION  75.00
62295 RICHARD A. TYSON  TRAINING/MEALS BASIC TRAFFIC CRASH INVESTIGATING  75.00
62295 RICHARD A. TYSON  TRAINING/MEALS FINGERPRINT TRAINING  45.00
62295 S. H. HINKINS INVESTIGATORS ASSOCIATION  TRAINING  3,000 6TH FAITH CONFERENCE  780.00
62295 MATTHEW KEREY  TRAINING/MEALS FBI CRISIS NEGOTIATOR  75.00
64055 CONCAST CABLE  CABLE SERVICE  48.42
2260 OFFICE OF ADMINISTRATION Total  9,771.19
2270 TRAFFIC BUREAU 62490 NORTH SHORE TOWING  TOW/DEBRIS CLEANUP  30.00
65125 MUNICIPAL ELECTRONICS INC  RADAR CERT  130.00
2270 TRAFFIC BUREAU Total  360.00
2280 ANIMAL CONTROL 62225 ANDESON PEST CONTROL  PEST CONTROL  58.14
64015 NICOR  UTILITIES - GAS  133.81
2280 ANIMAL CONTROL Total  191.95
2295 BUILDING MANAGEMENT 65540 SUPERIOR INDUSTRIAL SUPPLY  JANITORIAL SUPPLIES  1,627.36
65512 GRIFFON, INC., W. IV  LIGHT BULBS  74.97
65125 DUSCATCHERS, INC.  FLOOR MATS  140.25
2295 BUILDING MANAGEMENT Total  1,843.84
2305 FIRE MGT & SUPPORT 64540 VERIZON WIRELESS  COMMUNICATION CHARGES  320.31
65010 TODAY'S UNIFORMS INC.  UNIFORMS  1,453.50
65012 TODAY'S UNIFORMS INC.  UNIFORMS  49.95
65010 HASTINGS AIR-ENERGY CONTROL  EXHAUST REPAIR  475.95
2305 FIRE MGT & SUPPORT Total  2,345.77
2310 FIRE PREVENTION 53715 KALA CALLAHAN  REFUND: PAID CEO IN ERROR  25.00
62245 PROMOS 101, INC  FIRE PREVENTION WIDE SUPPLIES  1,165.54
62245 PROMOS 101, INC  PUBLIC EDUCATION MATERIAL  824.24
62250 ZOLL DATA SYSTEMS  SOFTWARE SUPPORT  550.00
2310 FIRE PREVENTION Total  3,804.79
2315 FIRE SUPPRESSION 55675 ANDREWS MEDICAL BILLING  AMBULANCE SERVICE - JULY 2017  6,379.69
62295 ALAN J. LEMBER  TRAINING BAGGAGE  50.00
62295 ALAN J. LEMBER  TRAINING  164.51
62295 NORTHEASTERN ILLINOIS PUBLIC SAFETY  FIRE FIGHTER TRAINING  3,400.00
62295 NORTHEASTERN ILLINOIS PUBLIC SAFETY  FIREFIGHTER TRAINING  350.00
62295 VILLAGE OF ROMEOVILLE FIRE ACADEMY  TRAINING PROP  100.00
62295 ADDISON FIRE PROTECTION DISTRICT #1  CPR INSTRUCTOR FEE  166.00
62295 PRAIRIE DISTRIBUTION INC  MEDICAL GOGGLES  606.47
62512 HENNECHEN FIRE & SAFETY  EXTINGUISHER MAINTENANCE  3,904.50
62512 AIR ONE EQUIPMENT  AIR COMPRESSOR REPAIR  917.44
62512 AIR ONE EQUIPMENT  BREATHING AIR QUALITY TEST  145.00
62512 AIR ONE EQUIPMENT  COMPRESSOR SERVICE  355.00
62512 AIR ONE EQUIPMENT  METER CALIBRATION  40.00
65040 SAM'S CLUB DIRECT  SUPPLIES: JANITORIAL  41.22
65040 SUPERIOR INDUSTRIAL SUPPLY  JANITORIAL SUPPLIES  52.89
65085 W'S DARELY & CO  BATTERIES  298.62
65085 W'S DARELY & CO  SMALL TOOLS  149.78
65085 RUSSO POWER EQUIPMENT  REPAIR PARTS  423.07
65625 W'S DARELY & CO  FIRE HOSE  1,017.28
65625 HASTINGS AIR-ENERGY CONTROL  EXHAUST REPAIR  2,766.95
65625 WORLDPOINT IEC, INC.  CITIZEN CPR SUPPLIES  83.60
2315 FIRE SUPPRESSION Total  10,222.32
2405 FOOD AND ENVIRONMENTAL HEALTH 61035 GOV TEMPS USA, LLC  TEMP-INSPECTORS-212399  1,372.70
61035 GOV TEMPS USA, LLC  TEMPORARY EMPLOYEES-INSPECTORS  4,071.50
62471 ADAPCO, INC.  WEST NILE VIRUS SUPPLY  1,950.00
62472 IDEEX DISTRIBUTION, INC.  BEACH WATER TESTING EQUIPMENT  981.12
62474 VERIZON WIRELESS  COMMUNICATION CHARGES  40.08
62475 CENTRAL FIRST AID & SUPPLY  RESTOCK OF FIRST AID KIT  45.50
62494 ILLINOIS STATE POLICE  FINGERPRINTING FOR HOME DAYCARE  10.00
65540 VERIZON NETWORKLEET, INC.  AVL AUGUST 2017  151.60
65075 FINEST COURIER LOGISTICS  COUVER TO JOHN LABS  105.00
65075 FINEST COURIER LOGISTICS  COUVER TO JOHN LABS  70.00
65095 OFFICE DEPOT  OFFICE SUPPLIES  144.11
2405 FOOD AND ENVIRONMENTAL HEALTH Total  8,992.24
2460 VITAL RECORDS 62220 MSF GRAPHICS, INC.  BIRTH AND DEATH RECEIPTS FORMS  309.10
62220 MSF GRAPHICS, INC.  BIRTH CERTIFICATES CERTIFIED PAPER  988.50
2460 VITAL RECORDS Total  1,207.60
2465 COMMUNITY HEALTH 62371 THE URBAN GOURMAND  WOK COOKING DEMONSTRATION  257.40
62373 DARLENE CANNON  REFUND FOR WOMEN OUT WALKING REGISTRATION  9.00
62490 SPECIALTY PREMIUM GROUP  RETURN YOUR DRINK PROGRAM BOTTLES  1,072.23
2465 COMMUNITY HEALTH Total  2,318.73
3020 REC GENERAL SUPPORT 62210 ACTION PRINTING  FALL LIFE MAGAZINE PRINTING  5,094.46
62235 SERVICE SANITATION INC.  PORTABLE TOILET RENTAL  200.00
62490 BENDONS BAKERIES  FARMERS MARKET  52.00
62490 DULCE CARMEL CO.  FARMERS MARKET  15.00
62490 CPT CATERING CORP DBA YASTEBAUZ  FARMERS MARKET  24.00
62490 KATHERINE ABBE CONFECTIONS  FARMERS MARKET  20.00
62490 KATE BREADS WHOLESALE, LLC  FARMERS MARKET  88.00
62490 AARONING KALE BURGER, INC.  FARMERS MARKET  14.00
62490 SAFE HARBOR INVESTMENT HOLDINGS DBA AQUATERRA FARM  FARMERS MARKET  20.00
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<td>SUNRISE TREE SERVICE INC</td>
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<td>ROBERT KINNUNEN TREE EXPERTS &amp; LANDSCAPING CO. INC.</td>
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<td>G &amp; L CONTRACTORS, INC.</td>
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<td>HARD ROCK CONCRETE CUTTERS INC.</td>
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### 175. General Assistance Fund

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<th>Fund Number</th>
<th>General Fund (G)</th>
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### 176. Health and Human Services

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<th>Health &amp; Human Services (G)</th>
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### 205. Emergency Telephone (911) Fund

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### 220. COBG Loan

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### 250. Affordable Housing Fund

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### 310. Howard-Hartrey TIF

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<th>Howard-Hartrey TIF Debt Service (G)</th>
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### 415. Capital Improvements Fund

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### 416. Bond Projects

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### 417. Bond Issuance

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### 418. General Assistance from Other Sources

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4217 2017 CP OTHER FUNDING SOURCES
427032 62145 CLARK DIETZ, INC. CHANDLER-NEWBERGER CENTER HVAC/ELECTRICAL IMPROVEMENTS RFP 17-06 5,756.40
516004 62145 CHRISTOPHER & BURKE ENGINEERING, LTD. FOUNTAIN SQUARE RENOVATIONS 27,070.01
417004 65515 I.A. JOHNSON PAVING CO 2017 NPT STREET RESURFACING PROJECT 103,427.65
516004 65515 COPENHAEVER CONSTRUCTION FOUNTAIN SQUARE RENOVATIONS 211,184.59
4217 2017 CP OTHER FUNDING SOURCES Total 159,418.59

415 CAPITAL IMPROVEMENTS FUND Total 1,064,311.27

505 PARKING SYSTEM FUND 7005 PARKING SYSTEM MGT 53445 ARIEL PORTCULL LARGE HOME DOESN'T NEED LOT 32 SPACE 152.00
52400 KIM ROJHAN LOT 42 REFUND 100.00
64540 VERIZON WIRELESS COMMUNICATION CHARGES 20.13
64540 VERIZON NETWORKFIEL, INC. AVL-WHOLE AUGUST 2017 18.95
415434 65515 AUTOMATED PARKING TECHNOLOGIES NEW AVI TAGS SHERMAN PLAZA 132,357.07
416024 65515 GELIARDO HARTZ ASSOCIATES, INC. ENGINEERING DESIGN SERVICES FOR VARIOUS PARKING LOTS 123.00
417004 65515 INTERBA, INC. MATERIAL TESTING SERVICES 1,233.00
416026 65515 A LAMP CONCRETE CONTRACTORS, INC. 2018 PARKING LOT IMPROVEMENT PROJECT BID 7,944.34
416028 65515 A LAMP CONCRETE CONTRACTORS, INC. 2016 PARKING LOT IMPROVEMENT PROJECT BID 7,249.63
7005 PARKING SYSTEM MGT Total 149,198.11

7015 PARKING LOTS & METERS 62230 GROVER WELDING COMPANY PARKING LOT MATERIALS 411.38
62245 TOTAL PARKING SOLUTIONS, INC. RECEIPT PAPER FOR PARKING TERMINALS 675.00
62245 TOTAL PARKING SOLUTIONS, INC. WEB OFFICE FEES AND INSTALL - LOT 25 (1 MACHINE) 1,184.00
62375 CTA/MB RENT FOR WEST SIDE OF BENSON AVE FROM CHURCH TO UNIVERSITY PLACE 900.00
62375 CTA/MB ANNUAL LEASE PAYMENT PROPERTY FOR CITY PARKING LOT-LOT 15 7,318.13
64005 COMED UTILITY SERVICES ELECTRIC 378.92
65005 SUBURBAN ACCENTS, INC. SIGN, SIGN MATERIALS 250.00
65070 PASSPORT PARKING, INC. TRANSACTION PROCESSING FEE BY CELL OPTION FOR PARKING METER 6,106.10
65070 JC PAYMENT (USA) CORP CREDIT AND DEBT CARD TRANSACTION FEES JULY 2017 1,280.00
7015 PARKING LOTS & METERS Total 18,632.76

7025 CHURCH STREET GARAGE 53515 JOHANN GEORGE PARKING GARAGE REFUNDS 25.00
53515 UNILAM / LAM ANgeschl. PARKING GARAGE REFUNDS 25.00
64005 CORKCAST CABLE CABLE SERVICE 510.00
64005 CALL ONE COMMUNICATION CHARGES 409.00
7025 CHURCH STREET GARAGE Total 999.07

7035 SHERMAN-GARAGE 53515 ANGELA RIESMAN (MEDLOCK) PARKING GARAGE REFUNDS 25.00
53515 RONALD ANDERSSON PARKING GARAGE REFUNDS 25.00
53515 BRIAN SO PARKING GARAGE REFUNDS 25.00
53515 REBECCA WEST PARKING GARAGE REFUNDS 25.00
53515 ALEX SR PARKING GARAGE REFUNDS 25.00
62509 AUTOMATED PARKING TECHNOLOGIES GATE BOLTS SHERMAN PLAZA 6/2017 120.00
62509 AUTOMATED PARKING TECHNOLOGIES REPAIR GLASS, PEDESTAL - SHERMAN PLAZA 6/2017 1,016.94
62600 MB EVANSTON SHERMAN, L.L.C. SHARED MARY COSTS SHERMAN PLAZA GARAGE, RETAIL AND CONDO 7,031.46
64005 CORKCAST CABLE CABLE SERVICE 510.00
64005 AT & T COMMUNICATION CHARGES 276.87
64005 CALL ONE COMMUNICATION CHARGES 505.34
65070 DEFENDABLE FIRE EQUIPMENT INC. FIRE EXTINGUISHER/EQUIPMENT INSPECTION 2,542.76
7035 SHERMAN-GARAGE Total 12,349.72

7037 MAPLE GARAGE 53515 RUTH BRECPL PARKING GARAGE REFUNDS 25.00
53515 ACCLTY PARKING GARAGE REFUNDS 25.00
53515 SYDNEY SHEARMAN PARKING GARAGE REFUNDS 25.00
53515 STEPHEN SCULD PARKING GARAGE REFUNDS 25.00
53515 DANIEL KERN PARKING GARAGE REFUNDS 25.00
53515 SERGEY KATUM PARKING GARAGE REFUNDS 25.00
64005 CORKCAST CABLE CABLE SERVICE 510.00
64005 CALL ONE COMMUNICATION CHARGES 992.00
7037 MAPLE Garage Total 1,752.00

505 PARKING SYSTEM FUND Total 182,744.27

510 WATER FUND 510 WATER SUPPORT 22700 JEFFREY SOLITOROF WATER REFUND 774.32
22700 IICEY FLEMING 0VERPAYMENT-WATER ACCT#0113187001 823.19
510 WATER SUPPORT Total 1,597.51

4200 WATER PRODUCTION 56140 ILLINOIS DEPT OF REVENUE *SALES TAX FROM 550.00
56145 HOME DEPOT 35650 FIRE HYDRANT DEPOSIT REFUND 1,300.00
64005 CORKCAST CABLE COMMUNICATION CHARGES 259.00
64050 VERIZON NETWORKFIEL, INC. AVL-INVOICE AUGUST 2017 37.80
64050 BYTRONICS, INC., BAIN TECH CENTRE MONTHLY SUPPORT FOR DIG TRACK TICKETS 161.60
65005 OFFICE DEPOT 2017 OFFICE SUPPLIES FOR PWA-WATER PRODUCTION 101.75
4200 WATER PRODUCTION Total 2,410.32

4208 WATER BILLING 64005 VERIZON WIRELESS 774.32
64005 WATER BILLING Total 1,099.65

4210 PUMPING 64005 CORKCAST CABLE COMMUNICATION CHARGES 145.33
64015 NICOR COMMUNICATION CHARGES 20.04
64050 DEFENDABLE FIRE EQUIPMENT INC. COMMUNICATION CHARGES 20.04
65090 DEFENDABLE FIRE EQUIPMENT INC. FIRE EXTINGUISHERS INSPECTION 151.75
65090 NORTH SHORE ENH-OHGRA COMMUNICATION CHARGES 101.75
4210 PUMPING Total 445.32

4220 FILTRATION 63405 CUBERINO SALT ANALYTICAL DRINKING WATER LABORATORY TESTING SERVICES 1,497.00
64050 VERIZON WIRELESS COMMUNICATION CHARGES 20.04
65015 JCI JONES CHROMICALS, INC. COMMUNICATION CHARGES 20.04
65015 JCI JONES CHROMICALS, INC. COMMUNICATION CHARGES 20.04
65030 CALLS PHOSPHATES, INC. COMMUNICATION CHARGES 20.04
65090 DEFENDABLE FIRE EQUIPMENT INC. FIRE EXTINGUISHERS INSPECTION 151.75
4220 FILTRATION Total 20,524.37
4225 WATER OTHER OPERATIONS
62180 KARRA BARNES
OMNS SPECIALIST CONTRACT SALARY 2017
7,500.00
62340 WATER RESOURCES
ABS ANNUAL MAINTENANCE FEE
12,800.00
62455 SEBS DIRECT
UTILITY BILL PRINT & MAIL
84.54
4225 WATER OTHER OPERATIONS Total
20,184.53

4540 DISTRIBUTION MAINTENANCE
62210 O N TRACK FUILLIEMENT INC.
PPS POSTCARDS
75.00
62275 O N TRACK FUILLIEMENT INC.
PPS POSTCARDS
48.28
64540 VERSO N WIRELESS
COMMUNICATION CHARGES
13.12
64540 VERSO N WIRELESS, INC.
AVL AUGUST 2017
170.55
65051 OZAWA CHICAGO INC., INC.
2017 CONCRETE PURCHASE
858.50
65055 NORTH SHORE TOWING
VEHICLE TOWING
40.05
65055 AV SERVICE TECHNOLOGIES, LLC
12” E2Z VALVE INSTALLATION
6,636.00
4540 DISTRIBUTION MAINTENANCE Total
7,383.45

510 WATER FUND Total
53,909.31

513 WATER DEPR IMPV & EXTENSION FUND
7330 WATER FUND DEP., EXP. Ext
731004 211AD CEMI SMITH, INC
WATER PLANT RELIABILITY IMPROVEMENTS DESIGN ENGINEERING
67,978.20
731004 211AD CEMI SMITH, INC
SOUTH STANDPIPE PUMP STATION MCC & BLDG IMPRS
21,814.55
731107 21245 STANLEY CONSULTANTS INC
TREATED WATER STORAGE ENGINEERING
76,161.58
417007 21245 INTERA, INC.
MATERIAL TESTING SERVICES
6,744.00
417007 21245 INTERA, INC.
SOFTWARE LICENSING FOR 2017
16,487.00
417007 65151 JOEL KENNEDY CONSTRUCTION CORPORATION
2017 WATER MAIN IMPROVEMENTS & STREET RESURFACING
242,283.51
7330 WATER FUND DEP., EXP. Ext Total
434,079.18

513 WATER DEPR IMPV & EXTENSION FUND Total
434,079.18

515 SEWER FUND
4530 SEWER MAINTENANCE
62415 G & J CONTRACTORS, INC
2017 DEER'S HALL RIG
1,480.00
62455 SEBS DIRECT
UTILITY BILL PRINT & MAIL
84.50
64540 VERSO N WIRELESS
COMMUNICATION CHARGES
10.02
64540 VERSO N WIRELESS, INC.
AVL AUGUST 2017
170.55
65090 NORTH SHORE ENH OMEGA
ANNUAL PLANNARY SURVEILLANCE EXAM
202.00
4530 SEWER MAINTENANCE Total
1,947.52

4535 SEWER IMPROVEMENTS
62461 TESA ASSOCIATES, INC.
GBBS MORRISON SITE IMPROVEMENTS
2,814.70
417007 65151 JOEL KENNEDY CONSTRUCTION CORPORATION
2017 WATER MAIN IMPROVEMENTS & STREET RESURFACING
20,380.99
4535 SEWER IMPROVEMENTS Total
23,295.69

515 SEWER FUND Total
26,531.82

520 SOLID WASTE FUND
4310 RECYCLING AND ENVIRONMENTAL MAIN
56155 ILLINOIS DEPT OF REVUEVE
*SALES TAX JULY
52.00
62405 SOLID WASTE AGENCY NORTHERN COOK
DISPOSAL FEES FOR FY 2017
61,376.48
62415 GROOT RECYCLING & WASTE SERVICES
2017 SOLID WASTE RESIDENTIAL REMOVAL
125,880.38
62415 GROOT RECYCLING & WASTE SERVICES
2017 FARM WASTE REMOVAL
73,851.48
62415 COLLECTIVE RESOURCE INC.
PLASTIC FILM COLLECTION 2017
299.00
64540 VERSO N WIRELESS
COMMUNICATION CHARGES
10.02
4310 RECYCLING AND ENVIRONMENTAL MAIN Total
271,268.36

520 SOLID WASTE FUND Total
271,268.36

600 FLEET SERVICES FUND
7705 GENERAL SUPPORT
64050 CALL ONE
COMMUNICATION CHARGES
737.56
64540 VERSO N WIRELESS
COMMUNICATION CHARGES
10.02
64540 VERSO N WIRELESS, INC.
AVL AUGUST 2017
113.70
65055 OFFICE DEPOT
OFFICE SUPPLIES
178.33
7705 GENERAL SUPPORT Total
1,040.01

7710 MAJOR MAINTENANCE
62355 CINTAS #2
WEEKLY UNIFORM SERVICE
651.56
62355 CINTAS CORPORATION #760
WEEKLY MAST SERVICE
528.40
64540 VERSO N WIRELESS, INC.
AVL AUGUST 2017
185.50
65055 GAS DEPOT INC.
7,000 GALLONS DIESEL FUEL
13,773.48
65055 GAS DEPOT INC.
7,350 GALLONS FOB DIESEL
14,319.23
65055 GAS DEPOT INC.
8,508 GALLONS UNLEADED
16,394.11
65060 1ST AV CORPORATION
30 GALLON DRUM DEGEOUSER
1,777.46
65060 ATLAS BOBcat, INC.
CUTTING EDGE
373.38
65060 BUCK BROTHERS, INC.
#765 ENGINE INSPECTION
180.00
65060 BUCK BROTHERS, INC.
LIGHT AND SAWDUST
256.80
65060 CUMBERLAND SERVICE CENTER
#734 FUEL TANK INSULATOR
238.98
65060 CUMBERLAND SERVICE CENTER
#714 FUEL TANK STRIPS
295.40
65060 CUMBERLAND SERVICE CENTER
#721 AVC COMPRESSOR
795.84
65060 CUMBERLAND SERVICE CENTER
BRAKE SWITCH
109.26
65060 CUMBERLAND SERVICE CENTER
TAXICAB INSURANCE
120.87
65060 DOUGLASS TRUCK PARTS
F259 FRITZE HOOD & RECEIVER
166.95
65060 DOUGLASS TRUCK PARTS
FILTERS
475.59
65060 DOUGLASS TRUCK PARTS
FIRE EXTINGUISHERS
450.00
65060 DOUGLASS TRUCK PARTS
FLOW PUMPS
427.14
65060 DOUGLASS TRUCK PARTS
SHOCK FOR FLOWS
154.55
65060 DOUGLASS TRUCK PARTS
STRAPS
43.60
65060 DOUGLASS TRUCK PARTS
#465 ALIGNMENT
12,299.74
65060 FUN COMPANY
2 FLOW CYLINDERS
65060 GROVER WELDING COMPANY
#721 REPAIR
481.00
65060 HAVEN COMMUNICATIONS INC.
REPAIR AND AWay LIGHTS
242.62
65060 HAVEN COMMUNICATIONS INC.
UPRT NEW EPD #63
4,517.95
65060 INTERSTATE BATTERY OF NORTHERN CHICAGO
#63B BATTERY
141.42
65060 INTERSTATE BATTERY OF NORTHERN CHICAGO
BATTERIES
876.80
65060 INTERSTATE BATTERY OF NORTHERN CHICAGO
JET 16 BATTERY
148.00
65060 INTERSTATE BATTERY OF NORTHERN CHICAGO
WATER PLUMB BATTERY
133.00
65060 LEACH ENTERPRISES, INC.
HEADLAMPS
123.00
65060 NORTH SHORE TOWING
IF1 TIRE CHANGE
75.00
65060 NORTH SHORE TOWING
#2015 LOCK OUT
15.00

78 of 503
### CITY OF EVANSTON
### BILLS LIST
### PERIOD ENDING 09.12.2017

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>65065</td>
<td>WENTWORTH TIRE SERVICE #221 TIRE REPAIR</td>
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<tr>
<td>65065</td>
<td>WENTWORTH TIRE SERVICE 12 NEW TIRES</td>
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<td>65065</td>
<td>WENTWORTH TIRE SERVICE 2 NEW TIRES</td>
<td>322.59</td>
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<td>65065</td>
<td>WENTWORTH TIRE SERVICE 4 NEW TIRES</td>
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<td>WENTWORTH TIRE SERVICE NEW TIRE PURCHASES</td>
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<td>65065</td>
<td>WENTWORTH TIRE SERVICE TIRE RECAPS</td>
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<td>65065</td>
<td>WENTWORTH TIRE SERVICE TIRE REPAIR</td>
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<td>65065</td>
<td>WENTWORTH TIRE SERVICE TIRE REPAIR AND Recap Service</td>
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<td>65065</td>
<td>CENTRAL FIRST AID &amp; SUPPLY FIRST AID SUPPLIES</td>
<td>143.46</td>
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<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>600</td>
<td>FLEET SERVICES FUND Total</td>
<td>117,488.95</td>
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#### 601 EQUIPMENT REPLACEMENT FUND

<table>
<thead>
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<th>Code</th>
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<tbody>
<tr>
<td>7780</td>
<td>VEHICLE REPLACEMENTS ANNUAL ROLLER RENTAL FOR STREETS</td>
<td>2,642.13</td>
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<tr>
<td>62402</td>
<td>NISSAN MOTOR ACCEPTANCE CORP AUGUST LEASE PAYMENT</td>
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<td>60550</td>
<td>EJ EQUIPMENT PURCHASE OF TRACKLESS TRACTOR FOR PW OPERATIONS, MAINTENANCE</td>
<td>156,193.25</td>
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<tr>
<td>60550</td>
<td>BRUNSWICK COMMERCIAL &amp; GOVERNMENT PURCHASE OF REPLACEMENT WATERCRAFT 436 &amp; 437</td>
<td>37,293.00</td>
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<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>7780</td>
<td>VEHICLE REPLACEMENTS Total</td>
<td>201,573.77</td>
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<thead>
<tr>
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<tr>
<td>601</td>
<td>EQUIPMENT REPLACEMENT FUND Total</td>
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Grand Total
## CITY OF EVANSTON
### BILLS LIST
#### PERIOD ENDING 09.12.2017

### SUPPLEMENTAL BILLS LIST ATTACHMENT

<table>
<thead>
<tr>
<th>REF#</th>
<th>SUPPLIER NAME</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<td>100.21705</td>
<td>VARIOUS</td>
<td>RECTRAC REFUNDS</td>
<td>1,890.50</td>
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<tr>
<td>100.21705</td>
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<td>RECTRAC REFUNDS</td>
<td>2,145.85</td>
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<td>2315.53675</td>
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<td>AMBULANCE REFUNDS</td>
<td>1,705.09</td>
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<td>2315.53675</td>
<td>VARIOUS</td>
<td>AMBULANCE REFUNDS</td>
<td>1,629.58</td>
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<td>7,371.02</td>
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<td></td>
<td>VARIOUS</td>
<td>MONTHLY CORPORATIVE CONTRIBUTION</td>
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<td>VARIOUS</td>
<td>CASUALTY LOSS</td>
<td>23,725.85</td>
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<td>CASUALTY LOSS</td>
<td>29,183.94</td>
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<td>VARIOUS</td>
<td>CASUALTY LOSS</td>
<td>48.00</td>
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<td></td>
<td>VARIOUS</td>
<td>CASUALTY LOSS</td>
<td>12.30</td>
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<td></td>
<td>VARIOUS</td>
<td>WORKERS COMP</td>
<td>2,509.64</td>
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<td></td>
<td>VARIOUS</td>
<td>WORKERS COMP</td>
<td>62,789.41</td>
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<tr>
<td></td>
<td>VARIOUS</td>
<td>WORKERS COMP</td>
<td>93,705.07</td>
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<td></td>
<td></td>
<td></td>
<td>1,416,560.98</td>
</tr>
<tr>
<td>7621.68305</td>
<td>IEPA</td>
<td>LOAN DISBURSEMENT SEWER FUND</td>
<td>128,528.36</td>
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<td>7585.68305</td>
<td>IEPA</td>
<td>LOAN DISBURSEMENT SEWER FUND</td>
<td>76,866.64</td>
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<tr>
<td>7620.68305</td>
<td>IEPA</td>
<td>LOAN DISBURSEMENT SEWER FUND</td>
<td>220,788.88</td>
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<td></td>
<td></td>
<td></td>
<td>426,183.88</td>
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<tr>
<td>VARIOUS</td>
<td>TWIN EAGLE</td>
<td>NATURAL GAS-JULY</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>10,456.97</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>1,860,572.85</td>
</tr>
</tbody>
</table>

**Grand Total** 5,226,771.99

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**PREPARED BY**

**DATE**

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**REVIEWED BY**

**DATE**

---

**APPROVED BY**

**DATE**
Memorandum

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

From: Martin Lyons, Assistant City Manager/CFO
      Tammi Turner, Purchasing Manager

Subject: Approval of Contract Extension for Armored Car Services, RFP#14-24

Date: September 6, 2017

Recommendation:
Staff recommends that City Council authorize the City Manager to execute contract extension #1 for the Armored Car Services to Dunbar Armored, Inc., (50 Schilling Road, Hunt Valley, MD) in an estimated fourth year amount of $84,611.67.

Funding Source:
General Fund (FY 17) 100.15.1560.62431 $17,000.00
Parking Fund (FY 17) 505.19.7005.62431 $65,000.00
Total Budget $83,000.00

The additional funds of $1,611.67 is available in the Parking Fund and the fund will not exceed budget in 2017 as a result of this expense.

Livability Benefits:

Discussion:
In order to maintain reliable armored car services for the collection, counting and depositing of funds associated with various City of Evanston facilities and parking meter coin collection, Request for Proposal (RFP) #14-24 was issued on May 1, 2014 for Armored Car and Related Services. A three year contract with the option to renew for two additional years was requested. As noted in the table provided on the next page, the 4th year cost is $84,611.67. Staff has been satisfied with services over the first three years of the contract.

The original City Council Report is provided as Attachment A.
## FIVE YEAR ESTIMATED ARMORED CAR SERVICES

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Optional Year 4</th>
<th>Optional Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pick up of Deposits Counted and Bagged</td>
<td>$13,950.81</td>
<td>$14,508.84</td>
<td>$15,089.19</td>
<td>$15,692.72</td>
<td>$16,320.43</td>
</tr>
<tr>
<td>Ancillary Costs</td>
<td>$ 3,000.00</td>
<td>$ 3,000.00</td>
<td>$ 3,000.00</td>
<td>$ 3,000.00</td>
<td>$ 3,000.00</td>
</tr>
<tr>
<td>Pick up Coins Not Counted and Bagged</td>
<td>$35,310.00</td>
<td>$36,722.40</td>
<td>$38,191.30</td>
<td>$39,718.95</td>
<td>$41,307.71</td>
</tr>
<tr>
<td>Parking Meter Coin Verification Costs</td>
<td>$28,700.00</td>
<td>$27,900.00</td>
<td>$27,000.00</td>
<td>$26,200.00</td>
<td>$25,400.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$80,960.81</td>
<td>$82,131.24</td>
<td>$83,280.49</td>
<td>$84,611.67</td>
<td>$86,028.14</td>
</tr>
</tbody>
</table>

---

**Attachments:**
July 2014 City Council Report
For City Council meeting of July 28, 2014
Item A3.4
Business of the City by Motion: Armored Car Services Agreement
For Action

Memorandum

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

From: Martin Lyons, Assistant City Manager/CFO
       Rickey Voss, Revenue/Parking Manager
       Tammi Turner, Purchasing Manager

Subject: Approval of Contract for Armored Car Services, RFP#14-24

Date: July 14, 2014

Recommendation:
Staff recommends that City Council authorize the City Manager to execute a contract for
the Armored Car Services to Dunbar Armored, Inc., (50 Schilling Road, Hunt Valley, MD) in an estimated first year amount of $81,000.

Funding Source:
General Fund (FY 14) 100.19.1910.62431 $38,000.00
Parking Fund (FY 14) 505.19.7005.62431 $45,000.00
Total Budget $83,000.00

Discussion:
In order to maintain reliable armored car services for the collection, counting and
depositing of funds associated with various City of Evanston facilities and parking meter coin collection, Request for Proposal (RFP) #14-24 was issued on May 1, 2014 for
Armored Car and Related Services. A three year contract with the option to renew for
two additional years was requested. Requests were sent directly to five armored car
services and advertisements were posted in the Chicago Tribune and Demandstar.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Davis Bancorp</td>
<td>P.O. Box 1690</td>
<td>Barrington, IL 60010</td>
</tr>
<tr>
<td>Garda Logistics</td>
<td>2100 W. 21st Street</td>
<td>Broadview, IL 60155</td>
</tr>
<tr>
<td>Loomis Armored Inc.</td>
<td>670 Oakton St.</td>
<td>Elk Grove Village, IL 60007</td>
</tr>
<tr>
<td>Dunbar Armored</td>
<td>4500 W. Chicago Ave.</td>
<td>Chicago, IL 60651</td>
</tr>
<tr>
<td>Thillens</td>
<td>4242 N. Elston Ave.</td>
<td>Chicago, IL 60618</td>
</tr>
</tbody>
</table>
A pre-proposal conference was held on May 14, 2014 and proposals were due on June 10, 2014. Two vendors (Davis Bancorp and Dunbar Armored) attended the pre-proposal meeting. Loomis Armored notified the City that they would not be attending the pre-proposal conference and Garda Logistics and Thillens did not respond to the invitation.

The City received only one proposal on June 10, 2014 from Dunbar Armored, Inc. The City was notified prior to the due date that Davis Bancorp would not be submitting a proposal. Davis Bancorp stated that they do not conduct business on Sundays and therefore could not comply with the City’s requirement for Sunday service during the summer months. Loomis Armored did not indicate as to why they would not submit a bid.

The lump sum cost submitted for primary armored car services by Dunbar Armored is as follows:

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Optional Year 4</th>
<th>Optional Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pick up of Deposits Counted and Bagged</td>
<td>$13,950.81</td>
<td>$14,508.84</td>
<td>$15,089.19</td>
<td>$15,692.72</td>
<td>$16,320.43</td>
</tr>
<tr>
<td>Ancillary Costs</td>
<td>$ 3,000.00</td>
<td>$ 3,000.00</td>
<td>$ 3,000.00</td>
<td>$ 3,000.00</td>
<td>$ 3,000.00</td>
</tr>
<tr>
<td>Pick up Coins Not Counted and Bagged</td>
<td>$35,310.00</td>
<td>$36,722.40</td>
<td>$38,191.30</td>
<td>$39,718.95</td>
<td>$41,307.71</td>
</tr>
<tr>
<td>Parking Meter Coin Verification Costs</td>
<td>$28,700.00</td>
<td>$27,900.00</td>
<td>$27,000.00</td>
<td>$26,200.00</td>
<td>$25,400.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$80,960.81</strong></td>
<td><strong>$82,131.24</strong></td>
<td><strong>$83,280.49</strong></td>
<td><strong>$84,611.67</strong></td>
<td><strong>$86,028.14</strong></td>
</tr>
</tbody>
</table>

The overall cost will be reduced due to a reduction of the current contract cost of $2431 per month for Pick-up of Deposits Counted and Bagged items, which is budgeted in the General Fund.

**Costs for Counted and Bagged Deposit Pick-up**

The costs submitted above is for the base services not including wait time fees, change runs, holiday service, and charges for excess wait time. The table below itemizes the additional costs.

<table>
<thead>
<tr>
<th>Additional Charges/Items</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost per Excess Item</td>
<td>$2.50</td>
</tr>
<tr>
<td>Cost per Minute for Excess Time</td>
<td>$2.50</td>
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<tr>
<td>Optimum Time Spent on Premise</td>
<td>6 minutes</td>
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<tr>
<td>Additional Fee for Unscheduled Pick-ups</td>
<td>$40.00</td>
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<tr>
<td>Change Run – Same Day</td>
<td>$125.00</td>
</tr>
<tr>
<td>Change Run – Next Day</td>
<td>Included with scheduled service</td>
</tr>
<tr>
<td>Holiday Service Rate (not including Beach office)</td>
<td>$40.00 per trip</td>
</tr>
</tbody>
</table>

It is estimated that these ancillary charges should not exceed $3,000 in a given year.
Costs for Pick-up of Parking Meter Revenues

The annual fee listed above for coins not counted and bagged includes the cost per canister of coins to be counted. The cost is based on an average of 200 canisters per month collected for processing. In addition to requesting a basic service cost, pricing for ancillary charges such as the number of minutes allowed before excess charges are applied, and coin verification per item were requested. Please see the table below for ancillary and coin verification costs. These estimated costs are included in the budget for 2014.

<table>
<thead>
<tr>
<th>Additional Charges/Items</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost per Excess Item</td>
<td>$2.50</td>
</tr>
<tr>
<td>Cost per Minute for Excess Time</td>
<td>$2.50</td>
</tr>
<tr>
<td>Optimum Time Spent on Premises</td>
<td>20 minutes</td>
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<tr>
<td>Additional Fee for Unscheduled Pick-ups</td>
<td>$160.00</td>
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<tr>
<td>Coin Verification Cost per Canister*</td>
<td>$12.00</td>
</tr>
</tbody>
</table>

*Note: As the City moves toward a higher use of credit card and pay by cell, canister counting costs should be reduced over the next twelve months.

Dunbar Armored, Inc. has been a provider of Armored Car Services for over 50 years. They currently provide services for the City of Chicago, Chicago State University, the Chicago Public Library and the Chicago Public Schools to name a few. They provided services for the City of Evanston prior to the last contract.

Attachments:
MWEBE Letter
For City Council meeting of September 11, 2017

Business of the City by Motion CIPP Sewer Rehabilitation Project
For Action

Memorandum

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

From: David Stoneback, Public Works Agency Director
      Lara Biggs, Bureau Chief – Capital Planning / City Engineer
      Paul Moyano, Senior Project Manager

Subject: 2017 CIPP Sewer Rehabilitation Contract B (Bid No. 17-44)
          Award of Contract

Date: August 30, 2017

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a contract for
the 2017 CIPP Sewer Rehabilitation Contract B (Bid No. 17-44) with Kenny
Construction Company (2215 Sanders Road, Suite 400, Northbrook IL, 60062) in the
amount of $339,459.00.

Funding Source:
Funding for this project is from the Sewer Fund (Account 515.40.4535.62461 – 417010),
which has a FY 2017 budget of $655,000.

Livability Benefits:
Built Environment: Manage water resources responsibly
Reduce Environmental Impact: Reduce material waste

Background:
This contract includes rehabilitation of 7,037 feet of combined sewer main ranging in
size from 9-inch diameter to 30-inch diameter at 33 different sites. A location map
indicating where the work will take place is attached. The sewer mains were identified
as needing rehabilitation during the Sewer Division’s regular closed circuit TV inspection
of sewer mains. The work is to be completed by December 18, 2017.

The contract documents for this project were sent only to the five contractors pre-
qualified to perform this type of work per RFQ 16-67. These contractors submitted
information demonstrating that the product they intend to use meets specific minimum
requirements; that they are trained and approved to install the product; and that they have the required minimum amount of experience installing the product. Council approved the pre-qualification of these contractors on January 9, 2017.

Discussion:
Bids for the subject project were opened and publicly read on Tuesday, August 29, 2017. Three of the pre-qualified contractors submitted bids for this project as summarized in the table below.

Contractor Information:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kenny Construction Co.</td>
<td>2215 Sanders Road, Suite 400, Northbrook, IL 60062</td>
<td>$339,459.00</td>
</tr>
<tr>
<td>Hoerr Construction, Inc.</td>
<td>1601-D W. Luthy Drive, Peoria, IL 61612</td>
<td>$382,386.00</td>
</tr>
<tr>
<td>SAK Construction, LLC</td>
<td>864 Hoff Road, O'Fallon, MO 63366</td>
<td>$477,291.00</td>
</tr>
</tbody>
</table>

NOTE: The above prices are the total of the base bid and alternates. See attached bid tabulation for breakdown of base bid and alternates.

The submitted bids cannot be withdrawn or canceled for a period of sixty (60) calendar days following the bid opening, or until October 28, 2017. The bids were reviewed by Hannah Grooms, Engineer, and Paul Moyano, Senior Project Manager.

Kenny Construction Company is the lowest responsible bidder meeting the project specifications. Kenny Construction Company is requesting a full waiver of the City’s M/W/EBE program goal because employing the M/W/EBE firm that responded is not cost effective. A memo reviewing their compliance is attached. Local Employment requirements will be met because they already employ, and will continue to employ, Evanston residents for at least 15% of all hours worked at the construction site by construction trade workers.

Staff recommends award to Kenny Construction Company including base and alternate bid items. Kenny Construction Company has a long history of work in Evanston and was prequalified in 2017 for CIPP sewer rehabilitation. They completed a similar sewer rehabilitation project for the City in 2015, and a large-diameter sewer rehabilitation project in 2016. The quality of their work was satisfactory.

Legislative History:
On January 9, 2017, the City Council approved the list of pre-qualified CIPP rehabilitation contractors (RFP 16-67).

Attachments:
2017 CIPP Sewer Rehabilitation Contract B Location Map
Bid Tabulation for Bid 17-44 2017 CIPP Sewer Rehabilitation Contract B
M/W/EBE Compliance Review Memo
<table>
<thead>
<tr>
<th>Company Name</th>
<th>City/State</th>
<th>Base Bid</th>
<th>Alternate 1 (Items 31A-33A)</th>
<th>Total Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kenny Construction Company</td>
<td>Northbrook, IL</td>
<td>$303,993.00</td>
<td>$35,466.00</td>
<td>$339,459.00</td>
</tr>
<tr>
<td>Hoerr Construction, Inc.</td>
<td>Goodfield, IL</td>
<td>$344,916.00</td>
<td>$37,470.00</td>
<td>$382,386.00</td>
</tr>
<tr>
<td>Sak Construction</td>
<td>Ofallon, MO</td>
<td>$441,057.00</td>
<td>$36,234.00</td>
<td>$477,291.00</td>
</tr>
</tbody>
</table>
To: David Stoneback, Public Works Agency Director  
Lara Biggs, Bureau Chief – Capital Planning / City Engineer  
Paul Moyano, Senior Project Manager  

From: Tammi Nunez, Purchasing Manager  

Subject: 2017 CIPP Sewer Rehabilitation Contract B, Bid 17-44  

Date: September 11, 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, the 2017 CIPP Sewer Rehabilitation Contract B, Bid 17-44 precludes subcontracting opportunities. Therefore, a waiver is granted.  

Kenny Construction Company is initially compliant with the Local Employment Program requirements because they already employ, and will continue to employ, Evanston residents for at least 15% of all hours worked at the construction site by construction trade workers.  

CC: Martin Lyons, Assistant City Manager / CFO  

Bid 17-44, 2017 CIPP Sewer Rehabilitation Contract B, M/W/EBE Waiver 09.11..2017  

91 of 503
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. 2 – Ladder Rungs

Date: September 11, 2017

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 for the Water Treatment Plant Reliability Improvements Project with Thieneman Construction, Inc. (TCI) (17219 Foundation Parkway, Westfield, IN 46074) in the amount of $7,110.00 for safety modification to shorewell ladders. This will increase the total contract amount from the current contract price of $1,282,611.00 to $1,289,721.00, and extend the date of final completion from October 29, 2017 to November 17, 2017.

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 the agreement for Construction of the project to Thieneman Construction Inc. (TCI) 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. Change Order 1 was authorized on July 24, 2017 for additional shorewell repairs.

Construction is currently 85% complete, with significant milestones successfully achieved including the installation of new filter valves, by-pass conduits, and a major valve vault. Remaining items include installation of a control valve and the startup of the new phosphate feed system. TCI is satisfactorily performing work.

Analysis:
Access to the City’s 50-foot deep raw water shorewells is periodically required for inspection and maintenance. This proposed change order provides for texturized ladder rungs necessary for safe access because of the wet environment.

This modification to the rungs has caused a delay in the fabrication of the ladders, requiring an 18-day extension of the contract time.

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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Account Summary 513.71.7330.62140-733094</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted Amount</td>
<td>$2,500,000 (Multi-Year Budget)</td>
</tr>
<tr>
<td>Engineering Agreement</td>
<td>$445,434</td>
</tr>
<tr>
<td>Construction Agreement Original amount</td>
<td>$1,247,000</td>
</tr>
<tr>
<td>Construction Change Order No. 1 Shorewell Improvements</td>
<td>$35,611</td>
</tr>
<tr>
<td>Construction Change Order No. 2 Shorewell Improvements (Under Consideration)</td>
<td>$7,110</td>
</tr>
<tr>
<td>Account Balance</td>
<td>$734,898</td>
</tr>
</tbody>
</table>
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 with CDM Smith on May 9, 2016.
The City Council approved Engineering Amendment 1 with CDM Smith on May 9, 2016.
The City Council approved Engineering Change Order No. 3 with CDM Smith on June 26, 2017.
The City Council approved contract award for construction to TCI on July 11, 2016.
The City Council approved Construction Change Order No. 1 with TCI on July 24, 2017.

Attachments:
Construction Change Order No. 2
Includes Proposed Change Order 6 from TCI
CITY OF EVANSTON
CHANGE ORDER

Order No. 002
Date: September 31, 2017
Agreement Date: October 28, 2016

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

The following changes are hereby made to the AGREEMENT:

Safety modifications of the proposed shorewell ladders as described in the attached Proposed Change Order No. 6 July 28, 2017.

<table>
<thead>
<tr>
<th>Change to CONTRACT PRICE:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original CONTRACT PRICE:</td>
<td>$1,247,000.00</td>
</tr>
<tr>
<td>Current CONTRACT PRICE adjusted by previous CHANGE ORDERS</td>
<td>$1,282,611.00</td>
</tr>
<tr>
<td>Total change in CONTRACT PRICE for this CHANGE ORDER 002</td>
<td>$7,110.00</td>
</tr>
<tr>
<td>The CONTRACT PRICE including this CHANGE ORDER will be</td>
<td>$1,289,721.00</td>
</tr>
</tbody>
</table>

| Original FINAL COMPLETION DATE | October 29, 2017 |
| Current COMPLETION DATE adjusted by previous CHANGE ORDERS | October 29, 2017 |
| Total Change in CONTRACT TIME for this CHANGE ORDER | 18 Calendar Days |
| The FINAL COMPLETION DATE including this CHANGE ORDER will be | November 17, 2017 |
| The resulting SUBSTANTIAL COMPLETION DATE including this CHANGE ORDER will be | October 2, 2017 |

Accepted by (Contractor):
Thieneman Construction, Inc. Date

Approved by (Owner):
City of Evanston Date
July 28, 2017

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

Subj: Evanston WTP Reliability Improvements Project  
PCO #6 – Knurled Ladder Rungs

Dear Mr. Hadjiagapiou:

Per previous discussions with CDM Smith and Evanston, TCI presents the following proposal to add ¾” knurled ladder rungs to the ladders in Shore Well 2 and 3 to the scope of the project.

The additional cost to change the ladder rungs from ¾” rod as specified in 05 50 00 to ¾” knurled rungs is seven thousand one hundred ten dollars $7,110.00. Please note that TCI has not included contractor markup in an effort of good faith due to the discrepancy between the drawings and specifications.

TCI is asking for an additional 10 days to account for the additional lead time associated with the manufactured knurled rungs.

Sincerely,

Josh Espich

Josh Espich  
Project Manager

Cc: Paul Moyano, City of Evanston  
File

Att: KD Johnson Backup
K.D. JOHNSON, INC.        PH: 847.837.1086
866 TOWER ROAD        FX: 847.837.1087
MUNDELEIN, IL 60060       email: kdjohnson83@att.net

Structural/Miscellaneous Metals Fabricator

Request for Change Order Evanston WTP       7/26/17

¾ “ Diameter Ladder Rungs to have slip resistant rungs, Manufactured by Slipnot Inc.

Rungs-$7,000.00

10% Markup-$700.00

Total: $7,700.00

¾” Rungs Standard Material Deduct-$590.00

Grand Total: $7,110.00

Thank You,

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

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

Subject: Water Treatment Chemical Change Order No. 1 – Liquid Aluminum Sulfate  

Date: September 11, 2017  

Recommended Action:  
Staff recommends that City Council authorize the City Manager to execute Change Order No. 1 for the Water Treatment Chemical Liquid Aluminum Sulfate (PO# 2017-00000040) with Affinity Chemical, LLC (P.O. Box 601298 Dallas, TX 75360) in the amount of $65,000.00. This will increase the total contract amount from the current contract price of $118,250.00 to $183,250.00.  

Funding Source:  
Funding for the purchase of Liquid Aluminum Sulfate (alum) is from Account 510.40.4220.65015, which has a budget allocation of $465,000.00 for FY2017 and a YTD balance of $173,922.00.  

Livability Benefits:  
Built Environment: Manage water resources responsibly  

Background:  
Bid specifications included in Bid #16-63 were prepared for the purchase of water treatment chemicals needed during FY2017. Bids were opened and publicly read on September 6, 2016. The bid specifications provide for a one year contract with selected vendors.  

Staff recommended City Council authorize the City Manager to execute contracts with the following five vendors to supply water treatment chemicals in response to Bid 16-63:  

1) Affinity Chemical (P.O. Box 601298, Dallas, Texas) in the amount of $118,250.00 to supply alum;  
2) JCI Jones (600 Bethel Ave. Grove Indiana 46107) in the amount of $33,044.00 to supply chlorine;
3) Mosaic-Fishhawk (13830 Circa Crossing Dr, Lithia, FL) in the amount of $107,400.00 to supply HFS acid (fluoride);
4) SNF Polydyne Inc. (One Chemical Plant Road, Riceboro, GA) in the amount of $23,840.00 to supply polymer
5) Carus Corporation (315 Fifth Street, Peru, IL) in the amount of $88,614.40 to supply phosphate.

The total of these proposed purchases were $371,148.40. This recommendation was approved for action by the Administration and Public Works Committee on November 28, 2016.

Analysis:
The water treatment plant has three storage tanks for alum, each with a capacity of 80 tons, for a total available storage of 240 tons. At the end of FY 2016, two of the three storage tanks were empty. Staff elected not to fill these two tanks because the low bid price for alum in 2017 was $275.00 per ton compared to the 2016 awarded low bid price of $346.15 per ton. Waiting to purchase the 160 tons of alum under the new contract saved the City $11,384.00.

The recommendation to award the 2017 alum purchase was based on the cost of $275.00 per ton and an estimate quantity of 430 tons. Because the purchase of 80 tons of alum was deferred from the 2016 to 2017 the estimated quantity of tons to be purchased in 2017 was low. Staff also wants to be in a position to purchase as much alum as possible anticipating that the unit price for 2018 will increase.

Legislative History:
Council authorized the City Manager to execute a contract with Affinity Chemical, LLC for the purchase of alum on November 28, 2016.
Memorandum

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

From: David Stoneback, Public Works Agency Director
       Kumar Jensen, Sustainability Coordinator

Subject: Residential Refuse Collection Contract Award (RFP 17-47)

Date: September 5, 2017

Recommended Action:
Staff recommends that City Council receive, and hold in Committee for Action on September 25, 2017, staff’s recommendation to authorize the City Manager to negotiate and execute a five (5) year Residential Refuse Collection Agreement, with the option for one additional three (3) year extension, to Groot Industries, Inc. (2500 Landmeier Rd, Elk Grove Village, IL) for the collection and transportation of residential refuse at the unit prices indicated in the table below for an initial annual cost of $1,580,136.00.

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Estimated Number of Units</th>
<th>Unit Price per Month</th>
<th>Monthly Cost</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Once per week collection 65-gallon cart</td>
<td>3,000</td>
<td>$7.08</td>
<td>$21,240.00</td>
<td>$254,880.00</td>
</tr>
<tr>
<td>Once per week collection 95-gallon cart plus one 30 gallon bag</td>
<td>11,600</td>
<td>$8.93</td>
<td>$103,588.00</td>
<td>$1,243,056.00</td>
</tr>
<tr>
<td>Once per week collection of each additional cart (65 or 95-gallon)</td>
<td>1,000</td>
<td>$6.85</td>
<td>$6,850.00</td>
<td>$82,200.00</td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL COST**  $1,580,136.00

The unit price listed is for the service year starting on November 1, 2017 and ending on October 31, 2018. The unit prices in future service years will be adjusted annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items. The charges for the previous 12 months are subject to a minimum 1.5% adjustment and a 3.5% maximum adjustment; such adjustment shall be effective as of November 1st of each subsequent year this Agreement is in effect.
Funding Source:
Funding will be from the Solid Waste Fund, Account 520.40.4310.62415 which has a FY2017 budget of $2,500,000.

Livability Benefits:
Climate & Energy: Reduce material waste, Reduce greenhouse gas emissions
Health & Safety: Improve health outcomes

Background:
On August 7, 2017, staff received proposals to provide solid waste services for the residents of Evanston. As indicated in the Administration & Public Works committee presentation on February 13, 2017, staff sought proposals for the basic solid waste services currently provided. The request also sought several alternative proposals that would increase the type of service provided and/or provide options to reduce the waste stream to landfills. Several alternatives allowed for a new method of collecting food waste and disposing it at a compost site rather than a landfill site.

The current basic refuse collection services provided to residential properties include:
- Once per week collection of solid waste debris in 95 gallon carts and up to one 30-gallon bag or in 65 gallon carts from single family properties and multi-unit properties with 5 or less units. In accordance with the City’s agreement with the Solid Waste Agency of Northern Cook County (SWANCC), this debris is transported to the SWANCC facility and SWANCC invoices the City separately for the debris disposal.

It should be noted that city employees collect recyclable materials from single family properties and multi-unit properties with 5 or less units.

Summary:
On June 29, 2017, the City issued Request For Proposal (RFP) 17-47 for Municipal Residential and Condominium Solid Waste Collection. The RFP was advertised on Demandstar and in the Chicago Tribune. On August 7, 2017, six proposals were received from the firms listed in Table 1 below.

<table>
<thead>
<tr>
<th>Firm</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Disposal Services Solid Waste Midwest, LLC</td>
<td>2800 Shermer Road Northbrook, IL</td>
</tr>
<tr>
<td>Collective Resources, Inc.</td>
<td>803 Elmwood Avenue Evanston, IL</td>
</tr>
<tr>
<td>Flood Brothers Disposal/Recycling Services</td>
<td>17W697 Butterfield Road, Suite E Oakbrook Terrace, IL</td>
</tr>
<tr>
<td>Groot Industries, Inc.</td>
<td>2500 Landmeier Road, Elk Grove Village, IL</td>
</tr>
<tr>
<td>Lakeshore Recycling Systems</td>
<td>6132 W Oakton Street Morton Grove, IL</td>
</tr>
<tr>
<td>Waste Management of Illinois, Inc.</td>
<td>700 East Butterfield Road Lombard, IL</td>
</tr>
</tbody>
</table>
Only four of the firms, Advanced Disposal, Lakeshore Recycling, Groot Industries, and Waste Management provided proposals for the residential services. Waste Management only provided a proposal for the basic service and did not provide proposals for the bid item 1, alternates 1 and 2.

A selection committee consisting of the following members reviewed the proposals and scored the firms for project selection:

David Stoneback, Public Works Agency Director
Paul D’Agostino, Environmental Services Bureau Chief
Kumar Jensen, Sustainability Coordinator
Kevin Johnson, Environmental Services Bureau Supervisor
Linda Thomas, Purchasing Agent

The final scoring of the proposals is shown in Table 2 below.

### TABLE 2:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Firm Quals and Exp</th>
<th>Responses to Additional Submission Requirements</th>
<th>Project Approach</th>
<th>Price</th>
<th>Willingness to Execute Agreement</th>
<th>Org and Completeness of Proposal</th>
<th>Total Score 100 pts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lakeshore Recycling Services</td>
<td>14</td>
<td>16</td>
<td>14</td>
<td>29</td>
<td>10</td>
<td>9</td>
<td>92</td>
</tr>
<tr>
<td>Groot Industries, Inc.</td>
<td>14</td>
<td>15</td>
<td>13</td>
<td>25</td>
<td>10</td>
<td>9</td>
<td>86</td>
</tr>
<tr>
<td>Collective Resources, Inc</td>
<td>6</td>
<td>13</td>
<td>11</td>
<td>30</td>
<td>10</td>
<td>9</td>
<td>79</td>
</tr>
<tr>
<td>Waste Management of Illinois, Inc</td>
<td>14</td>
<td>15</td>
<td>13</td>
<td>10</td>
<td>5</td>
<td>8</td>
<td>65</td>
</tr>
<tr>
<td>Flood Brothers Disposal/Recycling</td>
<td>12</td>
<td>11</td>
<td>11</td>
<td>10</td>
<td>10</td>
<td>9</td>
<td>63</td>
</tr>
<tr>
<td>Advanced Disposal Services</td>
<td>13</td>
<td>16</td>
<td>7</td>
<td>5</td>
<td>10</td>
<td>8</td>
<td>59</td>
</tr>
</tbody>
</table>

Residential Refuse Service Collection Analysis:
Bid item 1 is for the residential solid waste collection from single family properties and multi-unit properties with 5 or less units. There are approximately 14,600 residential units, 12,400 stops and 15,600 carts that receive annual service through the residential refuse collection program. The base bid is for the same service currently provided and includes:

- Collection from a 95 gallon cart and up to one 30-gallon bag
- Collection from a 65 gallon cart
- Collection from additional carts of any size

Bid item 1, alternate 1 modifies the service to include:

- Collection from a 95 gallon cart and up to 3 cubic yards of material
- Collection from a 65 gallon cart
- Collection from additional carts of any size
Bid item 1, alternate 2 modifies the service to include:

- Collection from a 95 gallon cart and all other legal debris
- Collection from a 65 gallon cart
- Collection from additional carts of any size

Staff requested pricing for bid item 1, alternate 1 alternate 2 in order to potentially provide better service with special pickups. Staff currently has two employees working daily to collect special pickups. There are approximately 3,000 special pickup requests annually, which translate to 12 pickup requests daily. During peak periods, there are 17 special pickups requests per day. Approximately 50% of the special pickup requests are for 3 cubic yards or less of debris.

Accepting alternate 1 would allow staff to be more responsive to collecting special pickups that are larger than 3 cubic yards. Accepting alternate 2 would allow staff to be more responsive to special pickups and the need for the semi-annual bulk pickup would be eliminated.

As expected, the cost proposals for Alternates 1 & 2 were higher than the base bid due to the increased service provided. The table 3 below summarizes the annual cost for base bid and each of the alternates.

### TABLE 3

<table>
<thead>
<tr>
<th>Item</th>
<th>Advanced Disposal</th>
<th>Lakeshore Recycling</th>
<th>Groot Industries</th>
<th>Waste Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$1,882,656</td>
<td>$1,615,680</td>
<td>$1,580,136</td>
<td>$2,421,240</td>
</tr>
<tr>
<td>Alternate 1</td>
<td>$1,938,336</td>
<td>$1,681,200</td>
<td>$1,748,616</td>
<td>N/A</td>
</tr>
<tr>
<td>Alternate 2</td>
<td>$1,938,336</td>
<td>$1,728,000</td>
<td>$1,823,496</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Staff does not recommend accepting the prices for the alternate proposals since the increased service does not justify the increased cost.

Residential Refuse Service Financial Analysis:
The existing residential refuse service contract is with Groot and expires on October 31, 2017. Their current annual rate to provide the contractual collection of debris is $1,630,565. The low bid submitted for the basic residential service beginning November 1, 2017 was provided by Groot in the annual amount of $1,580,136, or approximately $50,000 less than the current contract amount.

The City’s Residential Sanitation Service Charge, established in 2013, generates approximately $2,880,240 annually as indicated in table 4 below.
TABLE 4

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Current Monthly Rate</th>
<th>Quantity</th>
<th>Revenue Generated</th>
</tr>
</thead>
<tbody>
<tr>
<td>95-Gallon Cart</td>
<td>$17.95</td>
<td>11,600</td>
<td>$208,220</td>
</tr>
<tr>
<td>65-Gallon Cart</td>
<td>$7.95</td>
<td>3,000</td>
<td>$23,850</td>
</tr>
<tr>
<td>Additional Cart</td>
<td>$7.95</td>
<td>1,000</td>
<td>$7,950</td>
</tr>
<tr>
<td><strong>MONTHLY REVENUE</strong></td>
<td><strong>$240,020</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ANNUAL REVENUE</strong></td>
<td><strong>$2,880,240</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The service charge should provide sufficient funds to pay for the contractual collection of the debris, the City’s costs to collect recyclable materials and the SWANCC disposal fees. Table 5 below indicates the anticipated total expense necessary for the residential refuse service collection over the five years of the contract. The costs assume a 2% annual rate increase for the services provided.

TABLE 5

<table>
<thead>
<tr>
<th>Year</th>
<th>Groot Base Bid Residential Service</th>
<th>City Provided Recycling Service</th>
<th>SWANCC Disposal Cost</th>
<th>Total Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$1,585,403.00</td>
<td>$1,000,000.00</td>
<td>$730,000.00</td>
<td>$3,315,403.00</td>
</tr>
<tr>
<td>2019</td>
<td>$1,617,111.06</td>
<td>$1,020,000.00</td>
<td>$744,600.00</td>
<td>$3,381,711.06</td>
</tr>
<tr>
<td>2020</td>
<td>$1,649,453.28</td>
<td>$1,040,400.00</td>
<td>$759,492.00</td>
<td>$3,449,345.28</td>
</tr>
<tr>
<td>2021</td>
<td>$1,682,442.35</td>
<td>$1,061,208.00</td>
<td>$774,681.84</td>
<td>$3,518,332.19</td>
</tr>
<tr>
<td>2022</td>
<td>$1,716,091.19</td>
<td>$1,082,432.16</td>
<td>$790,175.48</td>
<td>$3,588,698.83</td>
</tr>
</tbody>
</table>

In order to generate the revenue needed to provide the service in 2018, the City's established Residential Sanitation Service Charge would need to be increased by 15.12%. To generate the revenue needed to provide the service in 2019, the rate would have to be increased by 17.42%. Table 6 indicates the proposed service charge increases.

TABLE 6

<table>
<thead>
<tr>
<th>Residential Sanitation Service Charge</th>
<th>95-Gallon Cart</th>
<th>65-Gallon Cart</th>
<th>Additional Cart</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current monthly charge</td>
<td>$17.95</td>
<td>$7.95</td>
<td>$7.95</td>
</tr>
<tr>
<td>Proposed 2018 monthly charge (15.12% increase)</td>
<td>$20.66</td>
<td>$9.15</td>
<td>$9.15</td>
</tr>
<tr>
<td>Proposed 2019 monthly charge (17.42% increase)</td>
<td>$21.08</td>
<td>$9.33</td>
<td>$9.33</td>
</tr>
</tbody>
</table>
Table 7 below indicates the impact to residents of the proposed service charge increases to meet the service requirements of 2018 and 2019. The rate is established as a monthly charge, but is included on the utility bill that is sent every other month.

**TABLE 7**

<table>
<thead>
<tr>
<th></th>
<th>95-Gallon Cart</th>
<th>65-Gallon Cart</th>
<th>Additional Cart</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current bimonthly charge</td>
<td>$35.90</td>
<td>$15.90</td>
<td>$15.90</td>
</tr>
<tr>
<td>2018 bimonthly charge</td>
<td>$41.32</td>
<td>$18.30</td>
<td>$18.30</td>
</tr>
<tr>
<td><strong>2018 Bimonthly increase from current charge</strong></td>
<td>$5.42</td>
<td>$2.40</td>
<td>$2.40</td>
</tr>
<tr>
<td>2019 bimonthly charge</td>
<td>$42.15</td>
<td>$18.66</td>
<td>$18.66</td>
</tr>
<tr>
<td><strong>2019 Bimonthly increase from current charge</strong></td>
<td>$6.25</td>
<td>$2.76</td>
<td>$2.76</td>
</tr>
<tr>
<td>Current annual charge</td>
<td>$215.40</td>
<td>$95.40</td>
<td>$95.40</td>
</tr>
<tr>
<td>2018 annual charge</td>
<td>$247.92</td>
<td>$109.80</td>
<td>$109.80</td>
</tr>
<tr>
<td><strong>2018 Annual increase from current charge</strong></td>
<td>$32.52</td>
<td>$14.40</td>
<td>$14.40</td>
</tr>
<tr>
<td>2019 annual charge</td>
<td>$252.90</td>
<td>$111.96</td>
<td>$111.96</td>
</tr>
<tr>
<td><strong>2019 Annual increase from current charge</strong></td>
<td>$37.50</td>
<td>$16.56</td>
<td>$16.56</td>
</tr>
</tbody>
</table>
Memorandum

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

From: David Stoneback, Public Works Agency Director
       Kumar Jensen, Sustainability Coordinator

Subject: Condominium Refuse Collection Contract Award (RFP 17-47)

Date: September 5, 2017

Recommended Action:
Staff recommends that City Council receive, and hold in Committee for Action on
September 25, 2017, staff’s recommendation to authorize the City Manager to negotiate
and execute a five (5) year Condominium Refuse Collection Agreement, with the option
for one additional three (3) year extension, to Lakeshore Recycling Systems (6132 W.
Oakton Street, Morton Grove, IL) for the collection and disposal of condominium refuse
for a 2018 unit price of $6.25 resulting in an initial annual cost of $423,000.00.

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Estimated Number of Units</th>
<th>Unit Price per Month</th>
<th>Monthly Cost</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Twice per week collection of dumpsters or wheeled carts</td>
<td>5,640 Condo Units</td>
<td>$6.25</td>
<td>$35,250.00</td>
<td>$ 423,000.00</td>
</tr>
</tbody>
</table>

The unit price listed is for the service year starting on November 1, 2017 and ending on
October 31, 2018. The unit prices in future service years will be adjusted annually
based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area,
All Items. The charges for the previous 12 months are subject to a minimum 1.5%
adjustment and a 3.5% maximum adjustment; such adjustment shall be effective as of
November 1st of each subsequent year this Agreement is in effect.

Funding Source:
Funding will be from the Solid Waste Fund, Account 520.40.4310.62390 which has a
FY2017 budget of $418,000.
Livability Benefits:
Climate & Energy: Reduce material waste, Reduce greenhouse gas emissions
Health & Safety: Improve health outcomes

Background:
The City currently provides, by contractor, twice per week refuse collection service to owner occupied buildings six (6) units and greater enrolled in the City’s Condominium Program.

There are approximately 5,640 residential units and 265 stops that receive service through the condominium refuse collection program. These locations are typically serviced by dumpsters, but there are some addresses that are serviced by wheeled carts. Dumpsters and carts are provided, owned and maintained by the contractor. The contractor is paid monthly on a per unit basis by the City. Condominiums may request additional days of service at a price negotiated directly with the contractor. The invoices and payment for any additional service is billed directly to customers and the City is not involved in that transaction. The contractor that collects the condominium refuse is responsible for the disposal and the disposal cost is included in the contractor’s unit price.

It should be noted that city employees collects the recyclable materials from condominium buildings.

Summary:
On June 29, 2017, the City issued Request For Proposal (RFP) 17-47 for Municipal Residential and Condominium Solid Waste Collection. The RFP was advertised on Demandstar and in the Chicago Tribune. On August 7, 2017, six proposals were received from the firms listed in Table 1 below.

<table>
<thead>
<tr>
<th>Firm</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Disposal Services Solid Waste Midwest, LLC</td>
<td>2800 Shermer Road Northbrook, IL</td>
</tr>
<tr>
<td>Collective Resources, Inc.</td>
<td>803 Elmwood Avenue Evanston, IL</td>
</tr>
<tr>
<td>Flood Brothers Disposal/Recycling Services</td>
<td>17W697 Butterfield Road, Suite E Oakbrook Terrace, IL</td>
</tr>
<tr>
<td>Groot Industries, Inc.</td>
<td>2500 Landmeier Road, Elk Grove Village, IL</td>
</tr>
<tr>
<td>Lakeshore Recycling Systems</td>
<td>6132 W Oakton Street Morton Grove, IL</td>
</tr>
<tr>
<td>Waste Management of Illinois, Inc.</td>
<td>700 East Butterfield Road Lombard, IL</td>
</tr>
</tbody>
</table>

Only four of the firms, Advanced Disposal, Flood Brothers, Lakeshore Recycling, and Groot Industries, provided proposals for the condominium services.
A selection committee consisting of the following members reviewed the proposals and scored the firms for project selection:

David Stoneback, Public Works Agency Director
Paul D’Agostino, Environmental Services Bureau Chief
Kumar Jensen, Sustainability Coordinator
Kevin Johnson, Environmental Services Bureau Supervisor
Linda Thomas, Purchasing Agent

The final scoring of the proposals is shown in Table 2 below.

### TABLE 2:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Firm Quals and Exp</th>
<th>Responses to Additional Submission Requirements</th>
<th>Project Approach</th>
<th>Price</th>
<th>Willingness to Execute Agreement</th>
<th>Org and Completeness of Proposal</th>
<th>Total Score 100 pts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lakeshore Recycling Services</td>
<td>14</td>
<td>16</td>
<td>14</td>
<td>29</td>
<td>10</td>
<td>9</td>
<td>92</td>
</tr>
<tr>
<td>Groot Industries, Inc.</td>
<td>14</td>
<td>15</td>
<td>13</td>
<td>25</td>
<td>10</td>
<td>9</td>
<td>86</td>
</tr>
<tr>
<td>Collective Resources, Inc.</td>
<td>6</td>
<td>13</td>
<td>11</td>
<td>30</td>
<td>10</td>
<td>9</td>
<td>79</td>
</tr>
<tr>
<td>Waste Management of Illinois, Inc.</td>
<td>14</td>
<td>15</td>
<td>13</td>
<td>10</td>
<td>5</td>
<td>8</td>
<td>65</td>
</tr>
<tr>
<td>Flood Brothers Disposal/Recycling</td>
<td>12</td>
<td>11</td>
<td>11</td>
<td>10</td>
<td>10</td>
<td>9</td>
<td>63</td>
</tr>
<tr>
<td>Advanced Disposal Services</td>
<td>13</td>
<td>16</td>
<td>7</td>
<td>5</td>
<td>10</td>
<td>8</td>
<td>59</td>
</tr>
</tbody>
</table>

If the contract is awarded to Lakeshore Recycling, other firms may challenge the award because Lakeshore did not attend the mandatory pre-proposal meeting for FRP 17-47. Staff had initially issued Request For Proposal 17-22 for the Municipal Residential and Condominium Solid Waste Collection. A mandatory pre-proposal meeting for RFP 17-22 was held on May 18, 2017 and Lakeshore attended that meeting. However, due to the number of modifications to the proposal the City decided to reissue the request for proposal as RFP 17-47 which required a second mandatory pre-proposal meeting on July 13, 2017 that Lakeshore did not attend.

This irregularity was reviewed by the Legal Department. The Legal Department determined that the information provided at the second meeting was substantially the same of the information provided at the first meeting and therefore felt it was in the City’s best interest to allow Lakeshore to submit a proposal.

Condominium Refuse Service Collection Analysis:
Bid item 2 is for the condominium solid waste collection from owner occupied buildings six (6) units and greater. There are approximately 5,640 residential units and 265 stops that receive service through the condominium refuse collection program. There were no alternate bid items for the condominium refuse collection service.
The unit prices and corresponding monthly and annual fee for the four firms that submitted pricing for the condominium service is show in table 3.

**TABLE 3**

<table>
<thead>
<tr>
<th>Firm</th>
<th>Unit Price Per Month</th>
<th># Units</th>
<th>Monthly Cost</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lakeshore Recycling</td>
<td>$ 6.25</td>
<td>5,640</td>
<td>$ 35,250.00</td>
<td>$ 423,000.00</td>
</tr>
<tr>
<td>Advanced Disposal</td>
<td>$ 7.16</td>
<td>5,640</td>
<td>$ 40,382.40</td>
<td>$ 484,588.80</td>
</tr>
<tr>
<td>Flood Brothers</td>
<td>$ 8.00</td>
<td>5,640</td>
<td>$ 45,120.00</td>
<td>$ 541,440.00</td>
</tr>
<tr>
<td>Groot Industries</td>
<td>$ 9.50</td>
<td>5,640</td>
<td>$ 53,580.00</td>
<td>$ 642,960.00</td>
</tr>
</tbody>
</table>

**Condominium Refuse Service Financial Analysis:**
The existing condominium refuse service contract is with Lakeshore and expires on October 31, 2017. Their current monthly price per unit is $6.49 resulting in a current annual rate of $432,000. The low bid submitted for the condominium service beginning November 1, 2017 was provided by Lakeshore for a monthly price per unit of $6.25 resulting in an annual cost of $423,000, or $9,000 less than the current contract amount.

The City’s Condominium Service Charge, established in 2016, generates approximately $571,600.

The service charge should provide sufficient funds to pay for the contractual collection of the debris and the City’s costs to collect recyclable materials. Table 4 below indicates the anticipated total expense necessary for the condominium refuse service collection over the five years of the contract. The costs assume a 2% annual rate increase for the services provided.

**TABLE 4**

<table>
<thead>
<tr>
<th>Year</th>
<th>Lakeshore Contractual Service</th>
<th>Recycling Cost</th>
<th>Total Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$ 424,400.00</td>
<td>$ 175,000.00</td>
<td>$ 599,400.00</td>
</tr>
<tr>
<td>2019</td>
<td>$ 432,888.00</td>
<td>$ 178,500.00</td>
<td>$ 611,388.00</td>
</tr>
<tr>
<td>2020</td>
<td>$ 441,545.76</td>
<td>$ 182,070.00</td>
<td>$ 623,615.76</td>
</tr>
<tr>
<td>2021</td>
<td>$ 450,376.68</td>
<td>$ 185,711.40</td>
<td>$ 636,088.08</td>
</tr>
<tr>
<td>2022</td>
<td>$ 459,384.21</td>
<td>$ 189,425.63</td>
<td>$ 648,809.84</td>
</tr>
</tbody>
</table>
In order to generate the revenue needed to provide the service in 2018, the City’s established Condominium Service Charge would need to be increased by 2.39%. To generate the revenue needed to provide the service in 2019, the rate would have to be increased by 4.43%. Table 5 indicates the proposed service charge increases.

**TABLE 5**

<table>
<thead>
<tr>
<th>Condominium Service Charge</th>
<th>Charge per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current monthly charge</td>
<td>$8.65</td>
</tr>
<tr>
<td>Proposed 2018 monthly charge (2.39% increase)</td>
<td>$8.86</td>
</tr>
<tr>
<td>Proposed 2019 monthly charge (4.43% increase)</td>
<td>$9.03</td>
</tr>
</tbody>
</table>

Table 6 below indicates the impact to residents of the proposed service charge increases to meet the service requirements of 2018 and 2019. The rate is established as a monthly charge, but is included on the utility bill that is sent every other month.

**TABLE 6**

<table>
<thead>
<tr>
<th>Condominium Service Charge</th>
<th>Charge per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current bimonthly charge</td>
<td>$17.30</td>
</tr>
<tr>
<td>2018 bimonthly charge</td>
<td>$17.72</td>
</tr>
<tr>
<td><strong>2018 Bimonthly increase from current charge</strong></td>
<td><strong>$0.42</strong></td>
</tr>
<tr>
<td>2019 bimonthly charge</td>
<td>$18.06</td>
</tr>
<tr>
<td><strong>2019 Bimonthly increase from current charge</strong></td>
<td><strong>$0.76</strong></td>
</tr>
<tr>
<td>Current annual charge</td>
<td>$103.80</td>
</tr>
<tr>
<td>2018 annual charge</td>
<td>$106.32</td>
</tr>
<tr>
<td><strong>2018 Annual increase from current charge</strong></td>
<td><strong>$2.52</strong></td>
</tr>
<tr>
<td>2019 annual charge</td>
<td>$108.36</td>
</tr>
<tr>
<td><strong>2019 Annual increase from current charge</strong></td>
<td><strong>$4.56</strong></td>
</tr>
</tbody>
</table>
Memorandum

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

From: David Stoneback, Public Works Agency Director
       Kumar Jensen, Sustainability Coordinator

Subject: Residential Yard Waste Collection Contract Award (RFP 17-47)

Date: September 5, 2017

Recommended Action:

Staff recommends that City Council receive, and hold in Committee for Action on September 25, 2017, staff’s recommendation to authorize the City Manager to negotiate and execute a five (5) year Residential Yard Waste Collection Agreement, with the option for one additional three (3) year extension, to Lakeshore Recycling Systems (6132 W. Oakton Street, Morton Grove, IL) for the collection and disposal of residential yard waste at the unit prices indicated in the table below for an initial annual cost of $623,677.14.

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Estimated Number of Units</th>
<th>Unit Price per Month</th>
<th>Monthly Cost</th>
<th>NO. of Months</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Once per week collection of 95-gallon carts</td>
<td>6,158</td>
<td>$5.45</td>
<td>$33,561.10</td>
<td>8</td>
<td>$268,488.80</td>
</tr>
<tr>
<td>Once per week collection of additional 95-gallon carts</td>
<td>358</td>
<td>$2.73</td>
<td>$16,811.34</td>
<td>1</td>
<td>$16,811.34</td>
</tr>
<tr>
<td>Lump Sum Cost for Once per week collection of stickered bags or bundles</td>
<td></td>
<td>$39,809.00</td>
<td>8</td>
<td>$318,472.00</td>
<td></td>
</tr>
<tr>
<td>Lump Sum Cost for Once per week collection of stickered bags or bundles</td>
<td></td>
<td>$19,905.00</td>
<td>1</td>
<td>$19,905.00</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL COST** $623,677.14

The unit price listed is for the service year starting on November 1, 2017 and ending on October 31, 2018. The unit prices in future service years will be adjusted annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items. The charges for the previous 12 months are subject to a minimum 1.5% adjustment and a 3.5% maximum adjustment; such adjustment shall be effective as of November 1st of each subsequent year this Agreement is in effect.
Funding Source:
Funding will be from the Solid Waste Fund, Account 520.40.4310.62415 which has a FY2017 budget of $2,500,000.

Livability Benefits:
Climate & Energy: Reduce material waste, Reduce greenhouse gas emissions
Health & Safety: Improve health outcomes

Background:
Bid item 3 is for yard waste services to detached dwellings, townhomes, duplexes, and multifamily residential dwellings up to and including all multi-unit buildings five (5) units and less, to owner occupied buildings six (6) units and greater enrolled in the City’s Condominium Program. There are approximately 20,000 residential and condominium units and 12,760 stops eligible for yard waste service. Presently there are 5,800 stops that have at least one cart and receive weekly service and there are approximately 45,500 yard waste stickers purchased annually. Under the current service yard waste carts and stickered bags season is April 1 – December 15 (8.5 months) annually.

Summary:
On June 29, 2017, the City issued Request For Proposal (RFP) 17-47 for Municipal Residential and Condominium Solid Waste Collection. The RFP was advertised on Demandstar and in the Chicago Tribune. On August 7, 2017, six proposals were received from the firms listed in Table 1 below.

<table>
<thead>
<tr>
<th>Firm</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Disposal Services Solid Waste Midwest, LLC</td>
<td>2800 Shermer Road Northbrook, IL</td>
</tr>
<tr>
<td>Collective Resources, Inc.</td>
<td>803 Elmwood Avenue Evanston, IL</td>
</tr>
<tr>
<td>Flood Brothers Disposal/Recycling Services</td>
<td>17W697 Butterfield Road, Suite E Oakbrook Terrace, IL</td>
</tr>
<tr>
<td>Groot Industries, Inc.</td>
<td>2500 Landmeier Road, Elk Grove Village, IL</td>
</tr>
<tr>
<td>Lakeshore Recycling Systems</td>
<td>6132 W Oakton Street Morton Grove, IL</td>
</tr>
<tr>
<td>Waste Management of Illinois, Inc.</td>
<td>700 East Butterfield Road Lombard, IL</td>
</tr>
</tbody>
</table>

Only three of the firms, Lakeshore Recycling, Groot Industries and Waste Management, provided proposals for the residential yard waste services. Lakeshore was the only firm to provide pricing for all alternates. Groot Industries provided pricing for the base bid and alternate 2. Waste Management only provided a proposal for the basic service and did not provide proposals for any of the alternates.
A selection committee consisting of the following members reviewed the proposals and scored the firms for project selection:

- David Stoneback, Public Works Agency Director
- Paul D’Agostino, Environmental Services Bureau Chief
- Kumar Jensen, Sustainability Coordinator
- Kevin Johnson, Environmental Services Bureau Supervisor
- Linda Thomas, Purchasing Agent

The final scoring of the proposals is shown in Table 2 below.

**TABLE 2:**

<table>
<thead>
<tr>
<th>Firm</th>
<th>Firm Quals and Exp</th>
<th>Responses to Additional Submission Requirements</th>
<th>Project Approach</th>
<th>Price</th>
<th>Willingness to Execute Agreement</th>
<th>Org and Completeness of Proposal</th>
<th>Total Score 100 pts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lakeshore Recycling Services</td>
<td>14</td>
<td>16</td>
<td>14</td>
<td>29</td>
<td>10</td>
<td>9</td>
<td>92</td>
</tr>
<tr>
<td>Groot Industries, Inc.</td>
<td>14</td>
<td>15</td>
<td>13</td>
<td>25</td>
<td>10</td>
<td>9</td>
<td>86</td>
</tr>
<tr>
<td>Collective Resources, Inc</td>
<td>6</td>
<td>13</td>
<td>11</td>
<td>30</td>
<td>10</td>
<td>9</td>
<td>79</td>
</tr>
<tr>
<td>Waste Management of Illinois, Inc.</td>
<td>14</td>
<td>15</td>
<td>13</td>
<td>10</td>
<td>5</td>
<td>8</td>
<td>65</td>
</tr>
<tr>
<td>Flood Brothers Disposal/Recycling</td>
<td>12</td>
<td>11</td>
<td>11</td>
<td>10</td>
<td>10</td>
<td>9</td>
<td>63</td>
</tr>
<tr>
<td>Advanced Disposal Services</td>
<td>13</td>
<td>16</td>
<td>7</td>
<td>5</td>
<td>10</td>
<td>8</td>
<td>59</td>
</tr>
</tbody>
</table>

**Residential Refuse Service Collection Analysis:**
The base bid is for the same service currently provided and includes:

- Collection from 95 gallon yard waste carts for 8.5 months
- Collection of stickered bags and bundles for 8.5 months

Bid item 3, alternate 1 modifies the service provided to:

- Collection from 95 gallon yard waste carts for 8.5 months
- Collection of stickered bags and bundles during a shortened collection season of 2.5 months (October 1 to December 15)

Bid item 3, alternate 2 modifies the service provided to:

- Collection from 95, 65, or 35 gallon yard waste carts allowing food scraps to be placed in the cart for 12 months
- Collection of stickered bags and bundles for 8.5 months

Bid item 3, alternate 3 modifies the service provided to:

- Collection from 95, 65, or 35 gallon yard waste carts allowing food scraps to be placed in the cart for 12 months
- Collection of stickered bags and bundles during a shortened collection season of 2.5 months (October 1 to December 15)
Bid item 3, alternate 4 is a mandatory yard waste and food scrap service and would be required of all properties in Evanston including all detached dwellings, townhomes, duplexes, and multifamily residential dwellings up to five (5) units and to owner occupied buildings six (6) units and greater enrolled in the City’s Condominium Program. The service provided would include:

- Collection from 95 gallon yard waste carts allowing food scraps to be placed in the cart for 12 months
- Collection from 65 gallon yard waste carts allowing food scraps to be placed in the cart for 12 months
- Collection from 35 gallon yard waste carts allowing food scraps to be placed in the cart for 12 months

Staff requested pricing for bid item 3; alternates 1 and 3 in order to determine if a shortened period when stickers could be used would reduce the cost for the yard waste service. Cost savings were not realized and therefore staff is not recommending these alternates.

Staff requested pricing for bid item 3; alternates 2, 3 and 4 in order to obtain pricing that would divert food scrap from the landfill to a compost site. Food scrap would be allowed in the yard waste cart rather than the solid waste cart and was proposed to be collected for all twelve months throughout the year.

The cost proposals for the alternates were higher than the base bid. Table 3 below summarizes the annual cost for the base bid and each of the alternates.

**TABLE 3**

<table>
<thead>
<tr>
<th>Item</th>
<th># of Months Cart is Picked up</th>
<th># of Months Stickered Material is Picked Up</th>
<th>Lakeshore Recycling</th>
<th>Groot Industries</th>
<th>Waste Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>8.5</td>
<td>8.5</td>
<td>$623,677.14</td>
<td>$697,008.05</td>
<td>$770,479.78</td>
</tr>
<tr>
<td>Alternate 1</td>
<td>8.5</td>
<td>2.5</td>
<td>$650,445.94</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Alternate 2</td>
<td>12</td>
<td>8.5</td>
<td>$848,977.00</td>
<td>$1,109,950.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Alternate 3</td>
<td>12</td>
<td>2.5</td>
<td>$1,032,560.00</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Alternate 4</td>
<td>12</td>
<td>N/A</td>
<td>$1,305,070.00</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Alternate 4 includes the cost of purchasing 6,500 additional carts needed for this service

Residential Yard Waste Service Financial Analysis:

The existing residential refuse service contract is with Groot and expires on October 31, 2017. Their current annual rate to provide the contractual collection of yard waste is $664,663.32. The low bid submitted for the basic residential yard waste service beginning November 1, 2017 was provided by Lakeshore in the annual amount of $632,677.14, or approximately $41,000 less than the current contract amount.
The City’s Residential Yard Waste Service Charge, established in 2013, generates approximately $234,625 annually as indicated in table 4 below.

**TABLE 4**

<table>
<thead>
<tr>
<th>Item</th>
<th>Current Rate</th>
<th>Quantity</th>
<th>Revenue Generated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Charge for 95-gallon Cart</td>
<td>$25.00</td>
<td>6,200</td>
<td>$155,000</td>
</tr>
<tr>
<td>Sticker Fee</td>
<td>$1.75</td>
<td>45,500</td>
<td>$29,625</td>
</tr>
<tr>
<td><strong>ANNUAL REVENUE</strong></td>
<td></td>
<td></td>
<td><strong>$234,625</strong></td>
</tr>
</tbody>
</table>

It should be noted that the City sells yard waste carts for a fee of $82.50. This cost offsets the cost of the cart purchase and delivery. The City will repair or replace any damaged yard waste cart within the first five years of its purchase at no charge to the property owner. After the fifth year, the property owner would need to purchase a new cart if the cart became unusable.

The service charge should provide sufficient funds to pay for the contractual collection of the yard waste. Table 5 below indicates the anticipated total expense necessary for the residential refuse service collection over the five years of the contract. The costs assume a 2% annual rate increase for the services provided.

**TABLE 5**

<table>
<thead>
<tr>
<th>Year</th>
<th>Lakeshore Base Bid for Residential Yard Waste Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$623,677.14</td>
</tr>
<tr>
<td>2019</td>
<td>$636,150.68</td>
</tr>
<tr>
<td>2020</td>
<td>$648,873.70</td>
</tr>
<tr>
<td>2021</td>
<td>$661,851.17</td>
</tr>
<tr>
<td>2022</td>
<td>$675,088.19</td>
</tr>
</tbody>
</table>

The proposals submitted by Lakeshore and Groot varied as to which service cost more, the collection of carts or the collection of stickered material as indicated in table 6 below. Staff averaged the costs and calculated that 59% of the total cost for yard waste service is for cart collection and 41% is for stickered material collection. These percentages were applied to the low proposal and used by staff to recommend adjustments to the current Residential Yard Waste Service Charge.

**TABLE 6**

<table>
<thead>
<tr>
<th>Service Provided</th>
<th>Lakeshore cost</th>
<th>Groot cost</th>
<th>Average cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cart collection</td>
<td>$285,300.14</td>
<td>$497,258.50</td>
<td>$391,280.00</td>
</tr>
<tr>
<td>Stickered material collection</td>
<td>$338,377.00</td>
<td>$199,750.00</td>
<td>$269,063.00</td>
</tr>
</tbody>
</table>
In order to generate the revenue needed to provide the service in 2018, the City would need to substantially increase the established Residential Yard Waste Service Charge. The rate adjustments needed are shown in table 7 below.

### TABLE 7

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Current Rate</th>
<th>Quantity</th>
<th>Revenue Generated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Annual Charge for 95-gallon Cart</td>
<td>$60.00</td>
<td>6,200</td>
<td>$372,000</td>
</tr>
<tr>
<td>Proposed Sticker Fee</td>
<td>$5.50</td>
<td>45,500</td>
<td>$250,250</td>
</tr>
<tr>
<td><strong>ANNUAL REVENUE</strong></td>
<td></td>
<td></td>
<td><strong>$622,250</strong></td>
</tr>
</tbody>
</table>

Currently yard waste card fees are only assessed one time as a $25.00 annual fee. If the fee were to be significantly increased, staff would recommend that the fee be charged on three utility bills that are sent every other month, in July, September and November.
Memorandum

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

From: David Stoneback, Public Works Agency Director
      Kumar Jensen, Sustainability Coordinator

Subject: Stand Alone Food Scrap Collection Contract Award (RFP 17-47)

Date: September 5, 2017

Recommended Action:
Staff recommends that City Council receive, and hold in Committee for Action on September 25, 2017, staff’s recommendation to authorize the City Manager to negotiate and execute a five (5) year Stand Alone Food Scrap Collection Agreement, with the option for one additional three (3) year period extension, to Collective Resource, Inc. (803 Elmwood Ave, Evanston, IL) for the collection, transportation and disposal of commercial food scrap at the service levels displayed below to be charged to voluntarily participating commercial properties.

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Number of Containers</th>
<th>Every Other Week Fee</th>
<th>1x/Week</th>
<th>2x/Week</th>
<th>3x/Week</th>
<th>4x/Week</th>
<th>5x/Week</th>
<th>6x/Week</th>
<th>7x/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>32-Gallon</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>$47.67</td>
<td>$95.33</td>
<td>$199.33</td>
<td>$312.00</td>
<td>$416.00</td>
<td>$520.00</td>
<td>$624.00</td>
<td>$728.00</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>$182.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>$260.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>$329.33</td>
<td>$693.33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>$390.00</td>
<td>$823.33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>$442.00</td>
<td>$936.00</td>
<td>$1,482.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7</td>
<td>$485.33</td>
<td>$1,031.33</td>
<td>$1,638.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8</td>
<td>$554.67</td>
<td>$1,109.33</td>
<td>$1,768.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9</td>
<td>$624.00</td>
<td>$1,248.00</td>
<td>$1,989.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>$693.33</td>
<td>$1,386.67</td>
<td>$2,080.00</td>
<td>$2,946.67</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>11</td>
<td>$762.67</td>
<td>$1,525.53</td>
<td>$2,288.00</td>
<td>$6,050.67</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12</td>
<td>$832.00</td>
<td>$1,664.00</td>
<td>$2,496.00</td>
<td>$3,328.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The unit prices listed above is for the service year starting on November 1, 2017 and ending on October 31, 2018. The unit prices in future service years will be adjusted annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items. The charges for the previous 12 months are subject to a minimum 1.5% adjustment and a 3.5% maximum adjustment, such adjustment that shall be effective as of November 1st of each subsequent year this Agreement is in effect.

**Funding Source:**
N/A

**Livability Benefits:**
Climate & Energy: Reduce material waste  
Climate & Energy: Reduce greenhouse gas emissions  
Health & Safety: Improve health outcomes

**Summary:**
On June 29, 2017, the City issued Request For Proposal (RFP) 17-47 for Municipal Residential and Condominium Solid Waste Collection. The RFP was advertised on Demandstar and in the Chicago Tribune. On August 7, 2017, six proposals were received from the firms listed in Table 1 below.

**TABLE 1**

<table>
<thead>
<tr>
<th>Firm</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Disposal Services Solid Waste Midwest, LLC</td>
<td>2800 Shermer Road Northbrook, IL</td>
</tr>
<tr>
<td>Collective Resources, Inc.</td>
<td>803 Elmwood Avenue Evanston, IL</td>
</tr>
<tr>
<td>Flood Brothers Disposal/Recycling Services</td>
<td>17W697 Butterfield Road, Suite E Oakbrook Terrace, IL</td>
</tr>
<tr>
<td>Groot Industries, Inc.</td>
<td>2500 Landmeier Road, Elk Grove Village, IL</td>
</tr>
<tr>
<td>Lakeshore Recycling Systems</td>
<td>6132 W Oakton Street Morton Grove, IL</td>
</tr>
<tr>
<td>Waste Management of Illinois, Inc.</td>
<td>700 East Butterfield Road Lombard, IL</td>
</tr>
</tbody>
</table>

Only one firm, Collective Resources, provided a proposal for the stand alone food scrap collection program.

A selection committee consisting of the following members reviewed the proposals and scored the firms for project selection:
  - David Stoneback, Public Works Agency Director
  - Paul D’Agostino, Environmental Services Bureau Chief
  - Kumar Jensen, Sustainability Coordinator
  - Kevin Johnson, Environmental Services Bureau Supervisor
  - Linda Thomas, Purchasing Agent
The final scoring of the proposals is shown in Table 2 below.

**TABLE 2:**

<table>
<thead>
<tr>
<th>Firm</th>
<th>Firm Quals and Exp</th>
<th>Responses to Additional Submission Requirements</th>
<th>Project Approach</th>
<th>Price</th>
<th>Willingness to Execute Agreement</th>
<th>Org and Completeness of Proposal</th>
<th>Total Score 100 pts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lakeshore Recycling Services</td>
<td>14</td>
<td>16</td>
<td>14</td>
<td>29</td>
<td>10</td>
<td>9</td>
<td>92</td>
</tr>
<tr>
<td>Groot Industries, Inc.</td>
<td>15</td>
<td>13</td>
<td>25</td>
<td>10</td>
<td>9</td>
<td>86</td>
<td></td>
</tr>
<tr>
<td>Collective Resources, Inc</td>
<td>6</td>
<td>13</td>
<td>11</td>
<td>30</td>
<td>10</td>
<td>79</td>
<td></td>
</tr>
<tr>
<td>Waste Management of Illinois, Inc.</td>
<td>15</td>
<td>13</td>
<td>10</td>
<td>5</td>
<td>8</td>
<td>65</td>
<td></td>
</tr>
<tr>
<td>Flood Brothers Disposal/Recycling</td>
<td>12</td>
<td>11</td>
<td>10</td>
<td>10</td>
<td>9</td>
<td>63</td>
<td></td>
</tr>
<tr>
<td>Advanced Disposal Services</td>
<td>13</td>
<td>16</td>
<td>7</td>
<td>5</td>
<td>10</td>
<td>8</td>
<td>59</td>
</tr>
</tbody>
</table>

Stand Alone Food Scrap Collection Analysis:
Bid item 4 is for a Stand Alone Food Scrap Collection Program that will operate similar to the commercial franchise in that the above rates and levels of service are set and determined by the City and the hauler, and then each eligible property determines the level of service that best meets their needs and is invoiced directly by the hauler. Properties eligible to participate will be those that fall within the commercial franchise which includes mixed used residential buildings, commercial and office buildings and multi-family apartment buildings 6 units and greater.

Collective Resource, Inc is a woman owned and Evanston owned business that employs 7 Evanston residents. They have a strong track record of providing clean, efficient and customer driven food scrap hauling services to Evanston businesses and residents. They currently hold a contract with the City to collect and sort plastic film that is collected at community centers and later recycled through a partnership with Jewel-Osco. Collective Resource, Inc. is uniquely qualified to offer this innovative service to commercial properties in Evanston.

Award of this program will help divert food scrap from landfills by having the material collected and taken to a compost site.
Memorandum

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

From: David Stoneback, Public Works Agency Director
       Kumar Jensen, Sustainability Coordinator

Subject: Recycling Program for Multi-family Apartment Building with
         6-Units or Greater

Date: September 5, 2017

Recommended Action:
Staff recommends that City Council receive, and hold in Committee until September 25, 2017, staff’s recommendation to fully implement recycling collection at multi-family apartments with 6-units and greater and create a monthly service charge for this service to be performed by City employees.

Livability Benefits:
Climate & Energy: Reduce material waste
Climate & Energy: Reduce greenhouse gas emissions
Health & Safety: Improve health outcomes

Summary:
In February, 2015 Public Works launched a pilot program to collect recycling from select multi-family apartment buildings 6 units and greater within Evanston. The program enrolled 157 buildings encompassing 2,800 residential units. Prior to implementation of the pilot program, recycling rates at the participating buildings average 13%. Throughout the duration of the pilot program, the average has more than doubled to 35%. Since February 2015 participating buildings have increased recycling by approximately 7,500 pounds weekly or 392,000 pounds annually. Prior to implementation of the pilot program 22% of buildings had no recycling at all.

Staff recommends expanding the pilot program to cover all multi-family apartment buildings 6 units and greater. This does not include mixed use properties or condo buildings.

Currently the City does not charge for the service provided under the pilot program because not all buildings are included. With full implementation of the service, staff recommends establishing a per unit per month fee for this service.
The level of effort to collect recyclable materials from all of the larger apartment buildings has been determined to be the same as collecting the recyclable materials from condominium buildings. Staff has calculated the cost for the City to collect recycling materials from condominium buildings equates to a per month per unit cost of $2.60. Staff therefore recommends a sanitation service charge fee of $2.60 per unit per month be established for each apartment unit in multi-family apartment buildings 6-units or greater.

Table 1 below provides a summary of the pilot program and a projection of what the fully implemented service would be.

**TABLE 1**

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Number of Buildings</th>
<th>Number of Units</th>
<th>Per Unit Per Month Proposed Fee</th>
<th>Projected Annual Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pilot Buildings</td>
<td>157</td>
<td>2,841</td>
<td>Currently No Charge</td>
<td>N/A</td>
</tr>
<tr>
<td>Remaining Buildings</td>
<td>151</td>
<td>4,121</td>
<td>Currently No Service Offered</td>
<td>N/A</td>
</tr>
<tr>
<td>All Eligible Buildings</td>
<td>308</td>
<td>6,962</td>
<td>$2.60</td>
<td>$ 218,000.00</td>
</tr>
</tbody>
</table>

If this proposal is accepted, an additional Equipment Operator II would need to be hired and an additional sanitation packer truck would need to be purchased. The employee's salary as well as the purchase and maintenance of the vehicle would be recuperated for the proposed fee.

The lead time to award and have a packer truck delivered is approximately 9 months. Therefore, if approved, this program could not start until next fall.
Memorandum

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

From: David Stoneback, Public Works Agency Director

Subject: Solid Waste Fund Analysis

Date: September 6, 2017

Recommended Action:
Staff recommends that City Council receive, and hold in Committee until September 25, 2017, staff’s report on Sanitation Service Charges. Staff requests direction from Council on future sanitation service charges and the creation of a fee structure for the collection and disposal of recyclable material from multi-family apartments with 6-units or greater. Staff proposes introduction of Ordinance(s) to modify the City Code in accordance with Council direction at the September 25, 2017 meeting.

Livability Benefits:
Climate & Energy: Reduce material waste, Reduce greenhouse gas emissions
Health & Safety: Improve health outcomes

Background:
As of June 30, 2017, the Solid Waste Fund balance is $806,038. Additionally, because the sanitation service charges do not generate sufficient revenue to match the expenses to provide the services, a transfer from the General Fund to the Solid Waste Fund is necessary. In FY 2017 the General Fund will transfer $1,055,967 to the Solid Waste Fund.

It is staff’s desire to make the Solid Waste Fund a true enterprise fund generating sufficient revenues to match expenditures. The cost to provide the sanitation services has been steadily increasing over the past several years. However, the sanitation service charge fees have not been adjusted accordingly.

The yard waste fees were established in February 2010 and have not been adjusted since. The monthly fees for residential refuse collection from a 65-gallon cart and an additional cart were last increased in December 2011. The monthly fee for residential refuse collection from a 95-gallon cart was last increased in December 2013. The monthly fee per unit in the condominium program was last increased in May 2016.
Analysis:
Based on proposals received in response to RFP 17-47 for Municipal Residential and Condominium Solid Waste Collection, the City will need to increase the sanitation service charges for all solid waste services provided if the revenue for the service is going to meet the expenditure to provide the service. Table 1 below indicates the revenue generated by the current fee structure and well as the cost to provide the services in 2018 and the proposed cost to provide the services in 2019 assuming a 2% increase in costs.

TABLE 1

<table>
<thead>
<tr>
<th>Service Provided</th>
<th>Revenue Generated by Current Fee</th>
<th>Revenue Needed to Meet 2018 Expenditures</th>
<th>Revenue Needed to Meet 2019 Projected Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Refuse</td>
<td>$2,880,240</td>
<td>$3,315,403</td>
<td>$3,381,711</td>
</tr>
<tr>
<td>Condominium Refuse</td>
<td>$571,600</td>
<td>$599,400</td>
<td>$611,388</td>
</tr>
<tr>
<td>Yard Waste Refuse</td>
<td>$234,625</td>
<td>$623,677</td>
<td>$636,151</td>
</tr>
<tr>
<td>Apartment Recycling</td>
<td>$0</td>
<td>$218,000</td>
<td>$222,000</td>
</tr>
</tbody>
</table>

Residential Refuse fees:
Staff recommends that the residential refuse fee be established to meet the proposed expenditure requirements for 2019. The expenditures include costs for collection and transportation, SWANCC disposal fees and the cost for City employees to collect recycling debris. This would raise the current fees by 17.42 % and generate $3,381,978 in revenue. If this rate is established for service beginning January 1, 2018, it will generate $66,800 more than the 2018 anticipated expenditures and help offset the Solid Waste Fund negative fund balance. Table 2 below provides staff’s recommended fee structure for residential refuse collection.

TABLE 2

<table>
<thead>
<tr>
<th>Residential Service</th>
<th>95-gallon cart</th>
<th>65-gallon cart</th>
<th>Additional cart</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current fee per month per dwelling</td>
<td>$17.95</td>
<td>$7.95</td>
<td>$7.95</td>
</tr>
<tr>
<td>Proposed fee per month per dwelling</td>
<td>$21.08</td>
<td>$9.33</td>
<td>$9.33</td>
</tr>
</tbody>
</table>

Condominium Refuse Fee:
Staff recommends that the condominium refuse fee be established to meet the proposed expenditure requirements for 2019. The expenditure includes costs for the collection and disposal of refuse and the cost for City employees to collect the recycling debris. This would raise the current fees by 4.43 % and generate $611,367 in revenue. If this rate is established for service beginning January 1, 2018, it will generate
approximately $12,000 more than the 2018 anticipated expenditures and help offset the Solid Waste Fund negative fund balance. Table 3 below provides staff’s recommended fee structure for condominium refuse collection.

**TABLE 3**

<table>
<thead>
<tr>
<th>Condominium Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current fee per month per unit</td>
<td>$8.65</td>
</tr>
<tr>
<td>Proposed fee per month per unit</td>
<td>$9.03</td>
</tr>
</tbody>
</table>

Yard Waste Fees:
Staff recommends that the yard waste fees be established to meet the anticipated expenditure requirements for 2018. The expenditure includes costs for the collection and disposal of yard waste. Currently the fees for yard waste are so low that the City must transfer approximately $430,000 from the General Fund to the Solid Waste Fund in order to provide this service. To meet the 2018 expenditure requirements the yard waste fees will need to be raised substantially. Table 4 below provides staff’s recommended fee structure for yard waste collection.

**TABLE 4**

<table>
<thead>
<tr>
<th>Yard Waste Service</th>
<th>95-gallon cart</th>
<th>Stickered bags or bundles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current annual fee per year per cart</td>
<td>$25.00</td>
<td></td>
</tr>
<tr>
<td>Proposed annual fee per year per cart ($20 billed every other month for 3 months)</td>
<td>$60.00</td>
<td></td>
</tr>
<tr>
<td>Current fee per yard waste sticker</td>
<td>$1.75</td>
<td></td>
</tr>
<tr>
<td>Proposed fee per yard waste sticker</td>
<td>$5.50</td>
<td></td>
</tr>
</tbody>
</table>

Recycling Collection at Multi-Family Apartments with 6-Units and Greater
Staff recommends that a sanitation service charge be established for recycling collection at multi-family apartments with 6-units and greater and that the initial fee set at $2.60 per unit per month. This fee would generate approximately $218,000 annually and support the expenses to provide this service by Evanston employees. The expenses needed to provide this service include a new Equipment Operator II position, a new sanitation packer truck and the cost for maintenance of the truck.
For City Council meeting of September 11, 2017
Resolution 72-R-17 Contract with Hoffman House Catering for Senior Congregate Meal Program
For Action

Memorandum

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

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

Subject: Resolution 72-R-17 Renewal of Contract Award to Hoffman House Catering for Senior Meal Food Programs 2017/18

Date: September 11, 2017

Recommended Action:
Staff recommends City Council adoption of Resolution 72-R-17 authorizing the City Manager to execute a renewal contract with Hoffman House Catering (1530 Hubbard Ave., Batavia, IL) to provide a senior meal congregate program at the Levy Senior Center and Fleetwood-Jourdain Community Center for a period of October 1, 2017 through September 30, 2018 in the not-to-exceed amount of $4.67 per lunch meal. Total meal program contract value is projected at $38,765.00.

Funding Source:
This is a reimbursement meal program in which the total amount of reimbursement the City will receive and expenses is solely dependent upon the number of lunches served and varies depending on the levels of participation. The program will be reimbursed through a grant from Age Options, the regional coordinator of federal funds dispersed for programs in the Older Americans Act and donations received from attendees at the meal program. The City’s estimated reimbursement is calculated using the highest daily participation level stated in our application. Funding for this program is budgeted in the Fleetwood-Jourdain and Levy Center meal program expenditure Accounts 100.30.3040.65025 & 100.30.3055.65025.

<table>
<thead>
<tr>
<th></th>
<th>Meal program food expenditure budgeted amount to caterer</th>
<th>Maximum grant reimbursement to revenue account From Age Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fleetwood-Jourdain</td>
<td>$7,071</td>
<td>$5,798</td>
</tr>
<tr>
<td>Levy Senior Center</td>
<td>$31,694</td>
<td>$36,477</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$38,765</strong></td>
<td><strong>$42,275</strong></td>
</tr>
</tbody>
</table>
Livability Benefits:
Equity and Empowerment: Support quality human service programs
Health & Safety: Provide access to fresh, healthful foods

Summary:
Age Options issued a bid to provide meals at all suburban Cook County sites in the program in 2015. Meal providers were invited to respond to the bids and provide food costs; the type of meals provided and background information on their company. The selection came after extensive collaboration between Age Options and City staff that included reviewing caterer proposals, hosting caterer visits at our sites, tasting food at the tasting receptions and participating in multiple phone calls. The selected caterer was Hoffman House. The caterer selection process has been the same since this program has been in effect at City of Evanston Community Centers.

This is the second annual renewal of a four year renewal from the 2015 bid process with Hoffman House as the selected caterer. Staff has been very satisfied with food provided from Hoffman House. The price per meal is $4.30 per congregate meal and $4.67 per deli bar meal.

Attachments:
Resolution 72-R-17
Contract with Hoffman House Catering
A RESOLUTION

Authorizing the City Manager to Execute an Agreement
With Hoffman House Catering for Senior Meal Food Programs at the
Levy Center and Fleetwood-Jourdain Community Center

WHEREAS, the City of Evanston has made it a priority to focus on
providing for a comfortable and high standard of living for seniors through activities
and events; and

WHEREAS, the Parks, Recreation and Community Services Department
strives to provide activities and opportunities to seniors; and

WHEREAS, AgeOptions, the regional coordinator of federal funds, will
reimburse the City through a grant for meals provided to seniors; and

WHEREAS, AgeOptions issued bids to provide meals at all suburban
Cook County sites, and the selected caterer Hoffman House Catering; and

WHEREAS, for the period of October 1, 2017 through September 30,
2018, Hoffman House Catering will provide lunch meals to seniors at the Levy Senior
Center and Fleetwood-Jourdain Community Center at a cost not-to-exceed $4.67 per
meal;

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

SECTION 1: That the foregoing recitals are hereby found as fact and
incorporated herein by reference.
SECTION 2: That the City Manager is hereby authorized to sign, and the City Clerk hereby authorized to attest, on behalf of the City of Evanston, the contract attached hereto as Exhibit A, incorporated herein by reference.

SECTION 3: That this Resolution 72-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 A

Contract with Hoffman House Catering
AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston, Illinois 60201 (the "City") and Smigo Management Group Inc., an Illinois Corporation, doing business as Hoffman House Catering with offices located at 1530 Hubbard Ave, Ste. D Batavia, Illinois 60510 ("Vendor"). The City and Vendor shall be collectively referred to herein as the “Parties.” This Agreement constitutes the entire Agreement between the Parties concerning the subject matter of the Agreement, and supersedes all prior proposals, Agreements and understandings between the Parties concerning the subject matter of the Agreement. This Agreement can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

In consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their duly authorized representatives and the Effective Date shall be the date that the City executes the Agreement ("Effective Date").

VENDOR
(Vendor Name) Hoffman House Catering Group Smigo Management Group Inc.

Signature_____________________________________

Printed NameJim Smigo

TitleManager / Owner

Address1530 Hubbard Ave Ste D, Batavia, IL 60510

Phone (630) 406-0330 Faxjwshhh@cateringglobal.net

CITY OF EVANSTON
(Procuring Department Name) Parks, Recreation Community Services

Official Signature_____________________________________

Printed NameWally Bobkiewicz

TitleCity Manager

Address2100 Ridge, Evanston IL 60201

CITY USE ONLY NOT PART OF CONTRACTUAL PROVISIONS

PBC#Project Title

Contract # Procurement Method (IFB, RFP, Small, etc):

Ref. # Publication Date: Award Code:

Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No

Funding Source Obligation #

 Approval:

Signature Printed Name Date

Phone E-mail

Revision 8/2012 130 of 503
1. **TERM AND TERMINATION**

1.1 **TERM OF THIS AGREEMENT:** This Agreement has an initial term of October 1, 2017 through September 30, 2018. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

Vendor shall not commence billable work in furtherance of the Agreement prior to final execution of the Agreement.

1.2 **TERMINATION FOR CAUSE:** The City may terminate this Agreement, in whole or in part, immediately upon notice to Vendor if: (a) the City determines that the actions or inactions of Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) Vendor has notified the City that it is unable or unwilling to perform the Agreement.

If Vendor fails to perform to the City’s satisfaction any material requirement of this Agreement, is in violation of a material provision of this Agreement, or the City determines that Vendor lacks the financial resources to perform the Agreement, the City shall provide written notice to Vendor to cure the problem identified within the period of time specified in the City’s written notice. If not cured by that date, the City may either: (a) immediately terminate the Agreement without additional written notice or (b) enforce the terms and conditions of the Agreement.

For termination due to any of the causes contained in this Section, the City retains its rights to seek any available legal or equitable remedies and damages.

1.3 **TERMINATION FOR CONVENIENCE:** The City may, for its convenience and with sixty (60) days prior written notice to Vendor, terminate this Agreement in whole or in part and without payment of any penalty or incurring any further obligation to Vendor. Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this Agreement up to and including the date of termination.

2. **DELIVERY OF PROGRAM MEALS:**

Deliveries will be made to Levy Senior Center located at 300 Dodge Avenue, Evanston, IL, Monday – Friday at 11:00am, no earlier than one-half (1/2) hour prior to 10:00am and no later than one-half hour (1/2) after 10:30am (11:00 am).

Deliveries will be made to Fleetwood-Jourdain Community Center located at 1655 Foster, Evanston, IL, Wednesdays at 11:30 am, no earlier than one-half (1/2) hour prior to 10:30am and no later than one-half hour (1/2) after 11:00am (11:30am).

The Agency reserves the right to increase or decrease the number of sites, times and days of deliveries upon ten (10) consecutive days notice to the Contractor.

2.1 **CONDITION OF THE FOOD DELIVERED BY VENDOR:**

Milk and/or other food delivered by the Vendor that is found to be spoiled, crushed, or otherwise not fit to be served, will not be passed for payment unless promptly exchanged prior to serving meal by the Vendor (See Attachment A). If the Vendor does not react to the above mentioned notification, milk and/or food supply will be disposed of without responsibility to the Agency. Milk carriers used to deliver cartons of milk should be sufficient size and strength to hold the contents properly without crushing when handled in a normal manner. Milk and juice will be delivered in eight (8) ounce serving cartons.

At least fifty (50) of meals and no more than twenty-five percent (25%) of meals shall be of a modified menu diet. All meals will be low sodium and fat controlled. The modified (therapeutic) meals will be appropriate for diabetics.

2.2 **OTHER CONDITIONS FOR VENDOR:**

Provide disposables e.g.; napkins; straws; salt, pepper, sugar, substitutes; and other condiments as appropriate to the meal.

Must deliver hot foods at one hundred-forty (140) degrees Fahrenheit or higher and cold foods at or below forty-one (41) degrees Fahrenheit as required by the Illinois Department on Aging and AgeOptions. All food delivery carriers must maintain the proper temperature for the required time the food is in the carrier. Food delivered by the Vendor that is found to be spoiled, crushed, or otherwise not fit to be served will not be paid for by the City of Evanston unless the Vendor promptly exchanges the food prior to serving time.

Make recipes available upon request to any authorized representative of the Agency, AgeOptions, or the Federal Government.

Arrange with the Site Supervisor a schedule of special menus and shall specify additional costs. Provide refrigeration or warming units contingent upon necessity. Be in compliance with all local, state, and federal requirements governing food sanitation.
Vendor will deliver the specified number of daily meals and supplies as ordered by the City of Evanston. The Vendor shall not require the City of Evanston to order a minimum number of meals for any serving day. City of Evanston reserves the right to change the number of meals as late as the day prior to the date of delivery. City of Evanston will not be held financially liable for order changes made within agreed timeframe.

Furnish needed food service training in sanitation, portion control, etc. to the Site Manager and volunteers.

Furnish reports as required to Agency, AgeOptions officials, along with the Illinois Department on Aging, and the USDA Food Distribution Agency. Officials have the right to inspect food production sites, recipes and purchase orders.

Retain records for Audit purposes at least three (3) years.

Comply with Title VI and Title VII of the Civil Rights Act of 1964, in regard to employment practices and persons served.

2.3 Vendor Records:
The signed order receipts will be submitted with the Vendor’s monthly billing to the City. Shortages or omissions will be noted by the Site Staff on the order receipts.

The Vendor shall submit invoices at least monthly to the City. The invoices shall indicate the total number of meals delivered and accepted during the period being billed with a backup listing of the Sites, total meals and total days on which deliveries were made during the billing period.

All invoices shall show a summary of service as follows:
   a). The daily number of meals ordered and delivered, as well as the total number of meals and the total cost for the period. A second copy of the invoice should be retained by the Vendor.
   b). Total credits or debits due should be billed from the total bill.
   c). If commodities are used, total credits or debits should be deducted from the total bill from each invoice.

The Vendor shall maintain the following records for the sponsor:
   a) Production records, including quantities and amounts of food used in preparation of each meal and food component of menus;
   b) Standardized recipes and yield from recipes;
   c) Processed product nutritional analysis;
   d) Dates of preparation of meals;
   e) Number of meals and locations where meals were delivered;
   f) Signed delivery slips;
   g) Nutritional content of individual food items and meals as delivered; and
   h) Food and bid specifications

2.4 REQUIRED MENU AND PLANNING APPROVAL PROCESS

At Least Three Months Before Menu Cycle Starts – Vendor develops and writes cycle menus

At Least Two Months Before Menu Cycle Starts – Vendor meets with nutrition providers, individually or collectively, to review the cycle menu and multi month/planned calendar/roll-out menus, including special menus, holidays and holiday celebration menus

At Least Six Weeks Before Menu Cycle Starts – Vendor completes multi month/planned/rollout menus for review by nutrition providers

At Least Six to Four Weeks Before Menu Cycle Starts – Cycle menu submitted to AgeOptions for certification/approval by AgeOptions Dietitian

At Least Six to Four Weeks Before Menu Cycle Starts – Multi month/planned/rollout menus with holiday menus and special celebrations submitted to AgeOptions for review by AgeOptions Dietitian

Within the Four Weeks Before Menu Cycle Starts – AgeOptions Dietitian evaluates menus and returns to caterer and nutrition provider with comments, suggested revisions or approval

Within the Four Weeks Before Menu Cycle Starts – If revisions are required, caterer sends revised menus sent back to AgeOptions Dietitian for certification and approval

First Day of Menu Cycle – Menus begin
Sample Timeline for Required Menu Planning and Approval Process for Vendor Contracts Starting in October

<table>
<thead>
<tr>
<th>TASK</th>
<th>DUE DATE</th>
<th>RESPONSIBLE PERSON(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop and write cycle menus</td>
<td>July 1</td>
<td>Vendor</td>
</tr>
<tr>
<td>Vendor meets with nutrition providers, individually or collectively,</td>
<td>By August 1</td>
<td>Vendor and Nutrition Providers</td>
</tr>
<tr>
<td>to review the cycle menu and multi month/planned calendar/roll-out menus. Include special menus, holidays and holiday celebration menus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete multi month/planned/rollout menus for review by nutrition providers</td>
<td>By August 15</td>
<td>Vendor</td>
</tr>
<tr>
<td>Submit cycle menu for certification/approval by AgeOptions Dietitian</td>
<td>August 15 - September 1</td>
<td>Vendor</td>
</tr>
<tr>
<td>Submit multi month/planned/rollout menus with holiday menus and special celebrations for review by AgeOptions Dietitian</td>
<td>August 15 - September 1</td>
<td>Vendor</td>
</tr>
<tr>
<td>Menus evaluated and returned to caterer and nutrition provider with comments, suggested revisions or approval</td>
<td>As soon as possible after September 1</td>
<td>AgeOptions Dietitian</td>
</tr>
<tr>
<td>Revised menus sent back to AgeOptions Dietitian, if revisions are required</td>
<td>Before October 1</td>
<td>Vendor</td>
</tr>
<tr>
<td>Menus begin</td>
<td>October 1</td>
<td>Vendor and Nutrition Provider</td>
</tr>
</tbody>
</table>

2.5 MENU SPECIFICATIONS REQUIREMENTS:
(See Attachment A)

Each meal provided through the nutrition program must comply with the most recent Dietary Guidelines for Americans, published by the United States Secretary of Health and Human Services and the Secretary of Agriculture; and provide each participant for the category including sixty-five (65) to seventy-five (75) year old women a minimum of thirty-three (33) one-third percent (1/3 %) of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. Attachment A provides the current Nutrition Standards for menus written under the terms of this agreement.

Each meal shall meet the following minimum requirements:

**EACH meal must provide:**

- One (1) Serving lean meat or meat alternate: Three (3) ounces of edible cooked meat, fish, fowl, eggs or meat alternate
- Two (2) Servings vegetables: Half (½) cup equivalent – may serve an additional vegetable instead of a fruit
- One (1) Serving fruit: Half (½) cup equivalent – may serve an additional fruit instead of a vegetable
- Two (2) Servings grain, bread or bread alternate, preferably whole grain: for example, two (2) slices of whole grain or enriched bread one (1) ounce each or one (1) cup cooked pasta or rice
- One (1) Serving fat free or low fat milk or milk alternate: One (1) cup equivalent

Margarine and dessert are optional and must be counted in the calories, fat and sodium totals, if served in addition to above components.

2.6 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the City has authorized a higher amount in writing prior to Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed $ 38,765.00

2.7 VENDOR / STAFF SPECIFICATIONS:
The Vendor shall be required to submit quarterly inspection reports of the food preparation sites in which all meals for the program are prepared.
2.8 ASSIGNMENT AND SUBCONTRACTING:

2.8.1 This Agreement may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the City.

2.8.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Agreement.

Will subcontractors be utilized? ☐ Yes ☐ No

2.8.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this Agreement, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement. Vendor shall provide a copy of any subcontracts within 20 days of execution of this Agreement for approval by the City. Vendor shall be responsible for the accuracy and quality of any subcontractor’s performance.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Amount to be paid</th>
<th>Description of work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Amount to be paid</th>
<th>Description of work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.8.4 Vendor shall obtain approval from the City prior to hiring any additional or substitute subcontractors during the term of this Agreement. Vendor shall provide to the City a draft subcontractor agreement for review and approval prior to the execution of the subcontract. Subcontractor agreements shall provide that services to be performed under the subcontracting agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City’s prior written consent.

2.8.5 All subcontracts must include the same certifications that Vendor must make as a condition of this Agreement.

2.9 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the City as a breach of the Agreement by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if Vendor shifts any such work outside the United States.

<table>
<thead>
<tr>
<th>Location where services will be performed</th>
<th>Value of services performed at this location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location where services will be performed</th>
<th>Value of services performed at this location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.10 SCHEDULE OF WORK:
Vendor will deliver up to two hundred (200) meals per day, Monday through Friday at the Levy Senior Center located at 300 Dodge Avenue, Evanston, IL, and Wednesday at the Fleetwood-Jourdain Community Center located at 1655 Foster Street, Evanston, IL (with the exception of the following eight holidays).

The holidays are as follows:
- Thanksgiving Day and Friday following (November 24 and 25, 2017)
- Christmas Day (December 25, 2017)
- Martin Luther King Day (January 15, 2018)
- Memorial Day (May 28, 2018)
- Independence Day (July 4, 2018)
- Labor Day (September 3, 2018)

The Vendor assures the Agency of availability of personnel from the Vendor to staff the operations and provide supervisory staff in the preparation of food. In the event of a vehicle breakdown or other contingencies, the vendor must be able to dispatch replacement trucks to assure delivery of meals that may be stranded en route within one half (½) hour past regular serving time. Should the main preparation plant become inoperative, alternate sources of supply must be available.
2.11 WARRANTIES FOR SUPPLIES AND SERVICES:

2.11.1 Vendor warrants that the supplies furnished under this Agreement will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the City or furnished by Vendor and agreed to by the City, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and City laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the City for any losses, costs, damages or expenses, including without limitations, reasonable attorney’s fees and expenses, arising from failure of the supplies to meet such warranties.

2.11.2 Vendor shall insure that all manufacturers’ warranties are transferred to the City and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the City’s payment, acceptance, inspection or failure to inspect the supplies.

2.11.3 Vendor warrants that all services will be performed to meet the requirements of the Agreement in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performance of each individual and shall reassign immediately any individual who is not performing in accordance with the Agreement, who is disruptive or not respectful of others in the workplace, or who in any way violates the Agreement or City policies.

2.12 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.12.1 Vendor shall immediately notify the City of any event that may have a material impact on Vendor’s ability to perform the Agreement.

2.13 Availability of Funds

The total number of meals provided by the Vendor shall not exceed the total number of meals set forth in the City’s budget, subject to adjustments determined by the City and AgeOptions.

AgeOptions has the option to cancel the contract contingent upon funding from the federal and state governments for the program. AgeOptions must receive sufficient funds from the Illinois Department on Aging to meet the total obligations for the period October 1, 2016 to September 30, 2017. In addition, there must not be any administrative, legislative order, judicial order, rule or law which requires a change in this or related decision made by AgeOptions.

The City shall have the option to cancel this contract if the Federal government withdraws funds to support the Congregate Meal Program by giving the Vendor forty-eight hour written notice. It is further understood that, in the event of cancellation of the contract, the City shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

2.14 Emergencies

In the event of unforeseen emergency circumstances, the Vendor shall immediately notify the City by telephone of the following; (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than 40 (forty) minutes after specified meal time.

Emergency circumstances at the site precluding utilization of meals are the concern of the City. The City may cancel orders provided they give the Vendor at least 48 hours notice.

Adjustments for emergency situations affecting the Vendor’s ability to deliver meals, or City’s ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the Vendor and the City.

3. PRICING

3.1 METHOD AND RATE OF COMPENSATION: The City will compensate Vendor for the initial term as follows:

☐ Hourly
☐ Monthly
☐ Annually
☐ Project
☐ Item (show unit of measure and rate)

3.2 TYPE OF PRICING: Pricing under this Agreement is

☒ Firm $4.30 per congregate meal and $4.67 per deli bar meal
☐ Estimated
3.3 EXPENSES: Any expenses that Vendor may charge are shown in this section. The City will not compensate Vendor for expenses related to travel, lodging or meal.

3.4 DISCOUNT: ________% discount for payment within ________days of receipt of invoice

3.5 TAX: Vendor shall not bill for any taxes unless accompanied by proof the City is subject to the tax. If necessary, Vendor may request the applicable City’s Illinois tax exemption number and federal tax exemption information.

3.6 INVOICING: Vendor shall invoice at the completion of the Agreement unless invoicing is tied in this Agreement to milestones, deliverables, or other invoicing requirements agreed to in this Agreement.

Send invoices via email to lwilson@cityofevanston.org

3.7 PAYMENT TERMS AND CONDITIONS:

3.7.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Agreement, and the amount billed and expenses incurred are as allowed in the Agreement. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the City no later than January 31 of the next subsequent year.

3.7.2 Payments, including late payment charges, will be paid in accordance with all applicable laws and rules of the City of Evanston and the State of Illinois. Remedies provided for therein shall be Vendor’s sole remedy for late payments by the City. Payment terms contained on Vendor’s invoices shall have no force and effect.

3.7.3 The City will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Agreement by the Parties even if the effective date of the Agreement is prior to execution.

3.7.4 As a condition of receiving payment Vendor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; http://www.state.il.us/Department/idol/index.htm to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

3.7.5 The total number of meals provided by the Vendor shall not exceed the total number of meals set forth in the City's budget, subject to adjustments determined by the City and AgeOptions. AgeOptions and the City shall have the option to cancel the contract contingent upon funding from the federal and state governments for the program. AgeOptions must receive sufficient funds from the Illinois Department on Aging to meet the total obligations for the period October 1, 2017 to September 30, 2018. In addition, there must not be any administrative, legislative order, judicial order, rule or law which requires a change in this or related decision made by AgeOptions.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION: This Agreement is contingent upon and subject to the availability of funds. The City, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if a reduction in funding is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4.2 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of the Agreement or subcontract and necessary to support amounts charged to the City under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by Vendor for a period of three years from the later of the date of final payment under the Agreement or completion of the Agreement, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the City upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the City for the recovery of any funds paid by the City under the Agreement for which adequate books and records are not available to support the purported disbursement. Vendor or subcontractors shall not impose a charge upon the City for audit or examination of Vendor's books and records.

4.3 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor’s performance of this Agreement. Vendor shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.
4.4 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.5 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the Agreement without penalty if performance does not resume within 30 days of the declaration.

4.6 **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Vendor shall preserve all information received from the City or to which it gains access pursuant to this Agreement is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act (“FOIA”) shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of the disclosing Party, notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party, received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party’s confidential information. Upon notification by the City that it has received a Freedom of Information Act request that calls for records within the Vendor’s control, the Vendor shall promptly provide all requested records to the City so that the City may comply with the request within the timeframe required by FOIA.

4.7 **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this Agreement, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the City is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the City all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the City may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Agreement.

4.8 **INDEMNIFICATION AND LIABILITY:** Vendor 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 Vendor or Vendor’s subcontractors, agents, officers or employees during the performance of the 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, 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. Vendor 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 ICS 10/1-101 et seq.

At the City Corporation Counsel’s option, Vendor 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 Vendor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Vendor 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, Vendor 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 Vendor that may be subject to the Illinois Workers Compensation Act, 820 ICS 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. Vendor 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 subcontractors’ work. Acceptance of the work by the City will not relieve Vendor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or its liability for loss or damage resulting therefrom. All provisions of this Section 4.8 shall survive completion, expiration, or termination of this Agreement.

4.9 **INSURANCE:** Vendor shall, at its own expense, secure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services and work hereunder by Vendor, its agents, representatives, employees or subcontractors. Vendor acknowledges and agrees that if it fails to comply with all requirements of this Section 4.9, the City may void this Agreement. Vendor must give to the City Certificates of Insurance identifying the City to be an additional insured for the services required pursuant to the Agreement before City staff recommends award of the contract to City Council. Any limitations or modifications on the Certificate of Insurance issued to the City in compliance with this Section that conflict with the provisions of this Section 4.9 shall have no force and effect.
If requested, Vendor shall give the City a certified copy (ies) of the insurance policy (ies) evidencing the amounts set forth in this Section. The policies must be delivered to the City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the City. Vendor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses. Vendor shall carry and maintain at its own cost with such companies as are reasonably acceptable to the City all necessary 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 Vendor, and insuring Vendor against claims which may arise out of or result from Vendor's performance or failure to perform hereunder:

   a) Worker's compensation in statutory limits and employer's liability insurance in the amount of at least five hundred thousand dollars ($500,000);  
   b) Comprehensive general liability coverage which designates the City as an additional insured for not less than one million dollars ($1,000,000) combined single limit for bodily injury, death and property damage, per occurrence;  
   c) Comprehensive automobile liability insurance covering owned, non-owned, and leased vehicles for not less than one million dollars ($1,000,000) combined single limit for bodily injury, death, or property damage, per occurrence; and  
   d) Errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least one million dollars ($1,000,000).

Vendor'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 the City. Vendor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

Vendor understands that the acceptance of Certificates of Insurance, policies, and any other documents by the City in no way releases Vendor and its subcontractors from the requirements set forth herein.

Vendor 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 Vendor fails to purchase or procure insurance as required above, the parties expressly agree that Vendor 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 Vendor.

4.10 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the City. All payments by the City shall be made on that basis.

4.11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the City during the term of this Agreement to perform any work under this Agreement. Vendor shall give notice immediately to the City if Vendor solicits or intends to solicit City employees to perform any work under this Agreement.

4.12 COMPLIANCE WITH THE LAW: Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Agreement. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Agreement.

4.13 BACKGROUND CHECK: Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the City, does not pass the background check.

4.14 APPLICABLE LAW: This Agreement shall be construed in accordance with and is subject to the laws and rules of the City of Evanston and the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. The City shall not enter into binding arbitration to resolve any contract dispute. The City does not waive tort immunity by entering into this Agreement. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules, the City does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under antitrust laws relating to the subject matter of the Agreement, then upon request of the City's Corporation Counsel, Vendor shall assign to the City rights, title and interest in and to the claim or cause of action.

4.16 CONTRACTUAL AUTHORITY: The Department that signs for the City shall be the only City entity responsible for performance and payment under the Agreement. When the City's authorized designee signs in addition to an Department, they do so as approving officer and shall have no liability to Vendor.
4.17 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Agreement using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.18 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties’ intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the City’s and Vendor’s terms, conditions and attachments, the City’s terms, conditions and attachments shall prevail.

4.19 PERFORMANCE RECORD / SUSPENSION: Upon request of the City, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the Agreement. The City may consider Vendor’s performance under this Agreement and compliance with law and rule to determine whether to continue the Agreement, suspend Vendor from doing future business with the City for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.20 FREEDOM OF INFORMATION ACT: This Agreement and all related public records maintained by, provided to or required to be provided to the City are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.

4.21 SUCCESSORS AND ASSIGNS: The City and Vendor each bind themselves and their partners, successors, executors, administrators, and assigns to the other party of the Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor Vendor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and Vendor.

4.22 NON-WAIVER OF RIGHTS: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party’s right to demand exact compliance with the terms hereof.

4.23 SEVERABILITY: Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

4.24 COUNTERPARTS: For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

4.25 SAVINGS CLAUSE: If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

5. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the Agreement and any renewals is a material requirement and condition of this Agreement. By executing this Agreement, Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this Agreement. Vendor shall include these Standard Certifications in any subcontract used in the performance of the Agreement.

If this Agreement extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the City by the date specified by the City and in no event later than January 1 of each year that this Agreement remains in effect.

If the Parties determine that any certification in this section is not applicable to this Agreement, it may be stricken without affecting the remaining subsections.
5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the Agreement may be void by operation of law,
- the City may void the Agreement, and
- Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

5.2 Vendor certifies 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. § 12101 et seq.) and applicable rules in performance under this Agreement.

5.3 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); 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.

5.4 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the City or any other City, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.5 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, 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, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the City shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

5.6 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the City.

5.7 In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the head of the procuring Department grants an exception (30 ILCS 565).

5.8 Vendor certifies it has not been convicted of bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).

5.9 Vendor certifies it complies with the Section 1-12-5 of the City of Evanston Code and the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

5.10 Vendor certifies that it shall employ only persons duly licensed by the State of Illinois to perform professional services under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the City.

5.11 Vendor certifies that if more favorable terms are granted by Vendor to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable goods or services, the more favorable terms will be applicable under this Agreement.

6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Section 1: Conflict of Interest Prohibited

Vendor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with its performance under this Agreement.

Section 2: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

Vendor must identify any of the following that occurred for it or any if its officers or directors within the previous 10 years:

- Debarment from contracting with any governmental entity: Yes No
- Professional licensure discipline: Yes No
- Bankruptcies: Yes No
- Adverse civil judgments and administrative findings: Yes No
- Criminal felony convictions: Yes No
If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The City reserves the right to request more information, should the information need further clarification.

7. SUPPLEMENTAL PROVISIONS

7.1 City Supplemental Provisions

☐ Definitions
☐ Required Federal Clauses, Certifications and Assurances
☐ ARRA Requirements (American Recovery and Reinvestment Act of 2009)
☐ Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
☐ Prevailing Wage (820 ILCS 130/1 et seq.)
☐ M/W/EBE Subcontracting Requirements
☐ Other (describe)

7.2 Vendor Supplemental Provisions

☐ 

141 of 503
I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner’s name on the name line followed by the name of the business and the owner’s SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s name on the name line and the d/b/a on the business name line and enter the owner’s SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity’s business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity’s EIN and the EIN.

Name: __________________________________________________________

Business Name: __________________________________________________

Taxpayer Identification Number: ______________________________________

- Social Security Number ____________________________________________
- Employer Identification Number _____________________________________

Legal Status (check one):

- Individual
- Sole Proprietor
- Partnership
- Legal Services Corporation
- Tax-exempt
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Governmental
- Nonresident alien
- City or trust
- Pharmacy (Non-Corp.)
- Pharmacy/Funeral Home/Cemetery (Corp.)
- Limited Liability Company (select applicable tax classification)
  - D = disregarded entity
  - C = corporation
  - P = partnership

Signature: ________________________________ Date: ________________
For City Council meeting of September 11, 2017

Item A5
Resolution 70-R-17: Development and Affordable Housing Agreement
For Action

Memorandum

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

From: Johanna Leonard, Director of Community Development
       Michelle Masoncup, Deputy City Attorney
       Sarah Flax, Housing and Grants Administrator

Subject: Resolution 70-R-17, Development and Affordable Housing Agreement with the Evanston Township High School District No. 202 and Community Partners for Affordable Housing for the Development of 2005 Grey Avenue as Affordable Housing

Date: September 11, 2013

Recommended Action:
Staff recommends approval of Resolution 70-R-17 authorizing the City Manager to execute a Development and Affordable Housing Agreement between the City, Evanston Township High School District No. 202 (“ETHS”), and Community Partners for Affordable Housing (“CPAH”) for the construction of a residential home at 2005 Grey Avenue.

Livability Benefits:
Built Environment: Support housing affordability, and provide compact and complete streets and neighborhoods;

Equity & Empowerment: Ensure equitable access to community benefits, support quality human service programs, and support poverty prevention and alleviation.

Summary:
This innovative partnership between ETHS, the City and CPAH addresses two community goals: 1) to improve educational outcomes of Evanston youth through the development of new programs and classes and 2) to redevelop vacant lots as ownership housing for income-eligible households, with incomes ≤ 120% of the area median income. Current income limits are:

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<th>% AMI</th>
<th>1 PERSON LIMIT</th>
<th>2 PERSON LIMIT</th>
<th>3 PERSON LIMIT</th>
<th>4 PERSON LIMIT</th>
<th>5 PERSON LIMIT</th>
<th>6 PERSON LIMIT</th>
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<tr>
<td>120%</td>
<td>$66,360</td>
<td>$75,840</td>
<td>$85,320</td>
<td>$94,800</td>
<td>$102,480</td>
<td>$110,040</td>
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In 2012, ETHS approached the City about a new course being developed for the 2013-14 school year called ‘Geometry in Construction’ (“GIC”) that would use alternative channels and methods for educating students outside a traditional classroom setting on subject matters including design, mathematics and building construction. The class is modeled on a successful program in Lowell, Colorado in which students design and construct a single family home each school year. The 2017-2018 will be the fifth year that ETHS has offered GIC to address the needs of students who learn best through hands-on projects and has grown to serve almost 100 students in two class sessions.

In June 2017, Mayor Hagerty, Alderman Rue Simmons, ETHS Superintendent Witherspoon, City Manager Wally Bobkiewicz and ETHS and City staff met to discuss the need to secure a vacant lot for the 2017-2018 GIC house or the program could not be offered. City staff worked with CPAH to identify 2005 Grey Avenue as the project site. City Council authorized staff to negotiate for its purchase on July 10, 2017. The City closed on the purchase on July 27, 2017. The property will be transferred to ETHS in the fall of 2017 pending approval by City Council.

ETHS, the City of Evanston and CPAH will develop a plan for GIC to continue this important and popular program that addresses both educational and affordable housing goals of our community in future years, as well as to define the roles and responsibilities of each party.

ETHS students and staff will construct a two-story house at ETHS during the 2017-2018 school year. The house will be moved to 2005 Grey Avenue in the spring of 2018 where subcontractors hired by ETHS will complete the installation of electrical, plumbing, HVAC, drywall, etc., to complete the house. Following completion of construction and receipt of a certificate of occupancy, ownership of the property will be transferred to CPAH, a non-profit corporation devoted to providing affordable housing in North Shore communities, including Evanston. CPAH will sell the house to an income eligible household according to the requirements of the Development Agreement. Sales proceeds will be donated to ETHS for the continuance of the Geometry in Construction program only.

**Attachments:**

Resolution 70-R-17 Development and Affordable Housing Agreement for the Construction of a Residential Home at 2005 Grey Avenue
70-R-17

A RESOLUTION

Authorizing the City Manager to Execute a Development and Affordable Housing Agreement for the Construction of a Residential Home at 2005 Grey Avenue

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

SECTION 1: The City Manager is hereby authorized to execute the Development and Affordable Housing Agreement attached hereto as Exhibit 1 and incorporated herein by reference, by and among the City, Evanston Township High School District No. 202, and Community Partners for Affordable Housing for a collaborative project to construct a residential home on ETHS property and then the home will be placed on the vacant lot at 2005 Grey Avenue.

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 70-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

Development and Affordable Housing Agreement by and among the Evanston Township High School District No. 202, Community Partners for Affordable Housing and the City of Evanston
DEVELOPMENT AND AFFORDABLE HOUSING AGREEMENT

THIS DEVELOPMENT AND AFFORDABLE HOUSING AGREEMENT (the “Agreement”) is between the BOARD OF EDUCATION OF EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, Cook County, Illinois (“ETHS”), the CITY OF EVANSTON, an Illinois municipal corporation and home rule unit as described in the Illinois Constitution (the “City”), and COMMUNITY PARTNERS FOR AFFORDABLE HOUSING, an Illinois not-for-profit corporation (“CPAH”). Collectively ETHS, City, and CPAH are referred to as the “Parties”.

WITNESSETH

WHEREAS, the City of Evanston purchased certain real property commonly known as 2005 Grey Avenue, Evanston, Illinois, to support the City’s affordable housing goals and utilized the Evanston Affordable Housing Fund to buy the property (the “Subject Property”); attached as Exhibit 1 is the legal description of the Subject Property; and

WHEREAS, CPAH is a non-profit corporation devoted to providing affordable housing in communities in the northern suburbs of Chicago and seeks to aid the City in achieving its goals and objectives; and

WHEREAS, ETHS offers to its students a class known as ‘Geometry in Construction’ which seeks to explore alternative channels and methods for educating students outside of a traditional classroom setting on various subject matters such as design, mathematics, technical, and construction related subjects; and

WHEREAS, the City, ETHS, and CPAH desire to enter into this Agreement to memorialize an agreement between the Parties for the construction of a single-family home by ETHS students and staff, to be placed on the Subject Property post-construction (the “Project”), which will be available as affordable housing to qualified individuals; and

WHEREAS, the Parties wish to associate, cooperate, and enter into a development agreement to define the rights and responsibilities regarding the Project; and

WHEREAS, this Agreement shall be executed in addition and shall have no effect upon any other mutual aid agreements or other agreements between the Parties;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Parties, as follows:

Section 1. Recitals. The Parties have relied upon the recitals first written above, and they are hereby incorporated into this Agreement by reference.
Section 2. General Requirements.

A. Administration of Agreement. The City Manager, or the City Manager’s designee, shall administer this Agreement on behalf of the City, the ETHS Superintendent, or Superintendent’s designee, shall administer this Agreement on behalf of ETHS, and CPAH’s Executive Director, or the Executive Director’s designee, shall administer this Agreement on behalf of CPAH.

B. Costs. The Parties acknowledge that each Party shall bear their own costs and expenses incurred to comply with the terms of this Agreement and performance obligations for the Project. The Parties shall bear their own attorneys’ fees and costs for all dispute resolution and/or litigation except when indemnified under paragraph E of this Section.

C. Supplementary Documents. The Parties agree to cooperate fully, to execute all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

D. Default. In the event of any substantive breach of the terms and conditions of this Agreement, the aggrieved Party shall notify the Party alleged to be in breach of the nature of the breach (and provide a copy of such notice to all other Parties hereunder). The Party alleged to be in breach shall have 15 days to cure the breach; if the nature of the breach is such that a cure cannot reasonably be effected within 15 days, the Party alleged to be in breach shall not be held in default so long as it commences a cure in the 15-day period and diligently pursues completion of the breach. Upon default of this Agreement, the non-defaulting Party shall have all legal and equitable remedies arising from the breach.

E. Indemnification.

1. ETHS Indemnification. To the extent authorized by the laws of the State of Illinois, ETHS shall indemnify and hold the City and CPAH harmless against all claims, demands, damages, liabilities, and costs incurred by the City and CPAH which resulted from any negligent act or omission of ETHS, its employees, or agents pertaining to its activities and obligations under this Agreement.

2. City Indemnification. To the extent authorized by the laws of the State of Illinois, the City shall indemnify and hold ETHS and CPAH harmless against all claims, demands, damages, liabilities, and costs incurred by ETHS and CPAH which resulted from any negligent act or omission of the City, its employees, or agents pertaining to its activities and obligations under this Agreement.

3. CPAH Indemnification. To the extent authorized by the laws of the State of Illinois, CPAH shall indemnify and hold ETHS and the City harmless against all claims, demands, damages, liabilities and costs incurred by ETHS and the City which resulted from any negligent act or omission of CPAH, its employees, or agents pertaining to its activities and obligations under this Agreement.
Section 3. ETHS Role and Responsibilities.

A. ETHS to Construct Project Home. ETHS students and staff members shall construct a two-story single-family home that is approximately 1,200 – 1,500 square feet in size (the “Project Home”). All aspects of the construction will be coordinated and supervised by ETHS, including installation of all improvements and fixtures in compliance with all applicable codes and regulations. ETHS shall coordinate and perform all aspects of the construction in an efficient, workmanlike, and safe manner in compliance with all federal, state, and local laws and regulations. The Project’s primary structure will be constructed on ETHS property (1600 Dodge Avenue, Evanston, Illinois).

B. Relocation of Project Home and Duration of Construction. After the home has been constructed at the ETHS school, ETHS will arrange to move the home to the Subject Property to an appropriate foundation where the mechanical systems, including electrical, plumbing and HVAC, as well as interior and exterior finishing will be completed by subcontractors hired by ETHS. Subject to Force Majeure, ETHS shall use due diligence and commercially reasonable efforts to ensure completion and receipt of a Temporary Certificate of Occupancy by November, 2018.

C. Permits. ETHS shall be responsible for obtaining all building and occupancy permits for the Project and for the Project Home to enable it to be occupied on the Subject Property.

D. ETHS Costs. All costs for the construction of the Project Home and its placement on the Subject Property will be borne by ETHS, including but not limited to construction materials, permit fees, labor costs, and removal expenses from the School District Property to the Subject Property and including landscaping and site improvements on the Subject Property.

E. Insurance. During the term of this Agreement, ETHS, at its sole cost and expense, and for the benefit of the City and CPAH, shall carry and maintain comprehensive general liability and property damage insurance, insuring against all liability of ETHS arising out of its involvement in constructing and relocating the Project Home, with a minimum combined single limit of Two Million ($2,000,000.00) dollars per occurrence. In addition, ETHS shall keep and maintain Workers’ Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers’ Compensation and similar laws for ETHS’ respective employees. The comprehensive general liability and property damage insurance policy shall name the City, CPAH, and their respective Boards, Board members, employees, agents, and successors as an additional insured. ETHS shall provide the City and CPAH with certificates of insurance evidencing the existence of the coverage described above, including form and deductibles. ETHS’ obligation to provide insurance under this Agreement and name the City and CPAH as an additional insured shall terminate upon CPAH’s transfer of title of the Subject Property in accordance with Section 5.B of this Agreement.

F. ETHS to Obtain Title to Subject Property. Prior to ETHS undertaking any work or construction on the Subject Property or moving the Project Home to the Subject Property, ETHS will acquire title to the Subject Property and the City will issue a special warranty deed in favor of ETHS.
conveying the Subject Property to ETHS for $1.00 and the parties will execute all necessary conveyance and assumption documents, including the sale contract and title company transfer documents.

G. ETHS to Transfer Title to Maintain Affordability Restrictions. After the installation of the Project Home and the issuance of a certificate of occupancy for the Project Home, ETHS shall donate the Subject Property at no cost to CPAH. The conveyance from ETHS shall be by a special warranty deed conveying fee simple title to the Subject Property. At the closing, ETHS shall deliver all necessary closing documents to allow for the transfer of the title to the Subject Property to CPAH and then, immediately thereafter, an income qualified buyer and to enable the title company to issue a title policy that shows the new buyer as the owner of the Subject Property. ETHS shall pay all closing expenses. The closing shall occur no later than December 31, 2018.

Section 4. City Role and Responsibilities.

A. City Inspection. City staff members will inspect the Project during construction and the finished Project Home prior to its removal from the ETHS property to ensure compliance with all applicable codes and regulations.

B. Affordability Control. CPAH is responsible for ensuring that the Subject Property is affordable. CPAH’s responsibility is to ensure that ETHS (a) donates the Subject Property to CPAH; and then (b) the Subject Property is sold to a buyer whose household income does not exceed 120% of the area median income at the time of purchase that will own the property as their primary residence. Area Median Income means the maximum income limit set by the Chicago-Joliet-Naperville, Illinois HUD Metro FMR Area, which is based on household size as determined annually by the United States Department of Housing and Urban Development. Preference will be given to buyers that are employees of ETHS or City of Evanston. Affordability will be maintained by CPAH through a 99-year renewable ground lease that will be recorded. When the property is re-sold, the income of the household purchasing it shall not exceed 120% of the area median income at the time of purchase and a new 99-year ground lease will be recorded at the time of sale.

Section 5. CPAH Role and Responsibilities.

A. Obligation to accept Donation of the Subject Property. After ETHS acquires the Subject Property, CPAH is obligated to accept the donation of and take title to the Subject Property. CPAH must take title to the Subject Property within 90 days after the Final Certificate of Occupancy is issued.

B. Declaration of Covenants, Conditions, and Restrictions. After the Subject Property is donated to CPAH, CPAH will record a declaration of covenants, conditions and restriction’s applicable to the Subject Property in substantially the form attached as Exhibit 2 to this Agreement (the “Deed Restrictions”). CPAH will then sell the Subject Property subject to the terms of the Deed Restrictions to provide opportunities for low, moderate, and middle income persons and families to secure housing. All the agreements, covenants, rights, and
restrictions set forth in these Deed Restrictions shall run with the Property and shall be binding upon each Owner, and all heirs, successors and assigns, for the benefit of, and enforceable by CPAH and its successors and assigns for the maximum duration permitted by law.

C. Sale of Subject Property by CPAH. CPAH shall take all necessary actions to sell the Subject Property. CPAH shall be responsible for maintaining the affordability of the Subject Property and shall limit the sale of the Subject Property to households whose incomes do not exceed 120% of the Area Median Income, as determined annually by the U.S Department of Housing and Urban Development, adjusted for family size.

D. Donation of Sale Proceeds to ETHS. Within 14 days after CPAH’s receipt of the proceeds from the sale of the Subject Property, CPAH will donate all proceeds from the sale of the Subject Property to ETHS minus any costs incurred by CPAH and approved by ETHS in writing. The donation funds shall be used exclusively for the next ETHS home build project.

Section 6. Miscellaneous.

A. Notices. All notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U. S. Postal Service for delivery via certified mail, return receipt requested, addressed:

If to City:

Wally Bobkiewicz  Sarah Flax  W. Grant Farrar  
City Manager  Housing & Grants  Corporation Counsel  
City of Evanston  City of Evanston  City of Evanston  
2100 Ridge Avenue  2100 Ridge Avenue  2100 Ridge Avenue  
Evanston, IL 60201  Evanston, IL 60201  Evanston, IL 60201  

If to ETHS:

Dr. Eric Witherspoon  Mary Rodino  Brian Crowley  
Superintendent  Chief Financial Officer  Franczek Radelet  
1600 Dodge Avenue  1600 Dodge Avenue  300 South Wacker, Ste. 3400  
Evanston, IL 60201  Evanston, IL 60201  Chicago, IL 60606  

If to CPAH:

Kim Ulbrich  Karen A. Lamont  
Executive Director  Attorney  
400 Central Avenue #111  1824 Stewart Avenue  
Highland Park, IL 60035  Park Ridge, IL 60068  

B. Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the Parties, their respective successors, and assigns.
C. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Parties to this Agreement.

D. Governing Laws. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

E. Authority to Execute. The Parties warrant and represent that the persons executing this Agreement on their behalf have been properly authorized to do so.

F. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each provision of this Agreement shall be construed as though all Parties participated equally in the drafting of this Agreement. Because of the foregoing, any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

G. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

H. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Parties.

I. Entire Agreement. It is understood and agreed that all understandings and agreements between the Parties are merged in this Agreement and no Party is relying upon any statement or representation not embodied in this Agreement. Each Party expressly acknowledges that, except as expressly provided in this Agreement, the other Parties and the agents and representatives of the other Parties have not made, and the other Parties are not liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the transaction contemplated hereby.

J. Assignment. This Agreement cannot be assigned by any Party without the written consent of the other Parties and should any assignment be made by one Party without the written consent of the other Parties, such assignment will be null and void.

K. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, federal, State, or ETHS holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, federal, State, or ETHS holiday.

L. Exhibits. Exhibits 1 and 2 are incorporated into and made part of this Agreement.
M. Captions. The captions at the beginning of the several sections, respectively, are for convenience in locating the contents, but are not part of the context.

N. Counterpart Signatures. For the convenience of the Parties, this Agreement may be executed in similar counterparts, each counterpart shall be deemed an original instrument, and such counterparts taken together shall constitute one and the same.

O. Effective Date. The Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as set forth below.

BOARD OF EDUCATION OF
EVANSTON TOWNSHIP HIGH SCHOOL
DISTRICT NO. 202:

By:______________________________
    Superintendent

Date:____________________________

CITY OF EVANSTON:

By:______________________________
    City Manager

Date:____________________________

COMMUNITY PARTNERS FOR
AFFORDABLE HOUSING:

By:______________________________
    Executive Director

Date:____________________________
EXHIBIT 1

LEGAL DESCRIPTION

Lot 3 in Community Hospital of Evanston Resubdivision of Lots 25 through 29 in Block 2 in Whipple’s Addition to Evanston in Section 13, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

PIN: 10-13-104-026-0000
EXHIBIT 2

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
COMMUNITY PARTNERS FOR AFFORDABLE HOUSING GROUND LEASE

THIS LEASE ("this Lease" or "the Lease") made and entered into this __________ day of ____________, 2018, by and between Community Partners for Affordable Housing, an Illinois not-for-profit corporation ("CPAH" or "Lessor" or "the Lessor") ___________________________ “Lessee” or "the Lessee").

WHEREAS, CPAH is organized exclusively for charitable purposes, including to provide opportunities for low- and moderate-income persons and families to secure housing that is decent, safe, and affordable, and to preserve the quality and affordability of housing for present and future residents; and

WHEREAS, a goal of CPAH is the creation of homeownership opportunities for low- and moderate-income people who otherwise would be denied such opportunities because of limited financial resources; and

WHEREAS, a goal of CPAH is to stimulate the conveyance of decent, safe, and affordable housing among low- and moderate-income people by providing access to housing for such persons at affordable prices through the long-term leasing of land under said housing; and

WHEREAS, the Leased Premises described in this Lease have been acquired and are being leased by CPAH in furtherance of these charitable purposes; and

WHEREAS, the Lessee shares the purposes and goals of CPAH and has agreed to enter into this Lease not only to obtain those benefits to which the Lessee is entitled under this Lease, but also to further the charitable purposes of the Lessor; and

WHEREAS, Lessor and Lessee recognize the special nature of the terms and conditions of this Lease, and each of them, with the independent and informed advice of legal counsel, freely accepts these terms and conditions, including those terms and conditions that may affect the marketing and resale price of any Improvements on the Leased Premises; and

WHEREAS, it is mutually understood and accepted by Lessor and Lessee that the terms and conditions of this Lease further their shared goals over an extended period of time and through a succession of owners;

NOW THEREFORE, in consideration of the foregoing recitals, of mutual promises of Lessor and Lessee, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:
ARTICLE 1: Letters of Stipulation and Acknowledgment

Attached as the exhibit LETTERS OF STIPULATION AND ACKNOWLEDGMENT and made part of this Lease by reference are (a) a Letter of Stipulation of Lessee, and (b) a Letter of Acknowledgment of legal counsel of Lessee, setting forth their respective review and understanding of this Lease (in particular, Article 10, regarding the transfer, sale, or disposition of the Improvements) and related documents for this transaction.

ARTICLE 2: Demise of Leased Premises

The Lessor, in consideration of the rents reserved and the terms and conditions of this Lease, does hereby demise and leave unto Lessee, and Lessee does hereby take and hire from Lessor, the property (referred to in this Lease as the "Leased Premises") underlying the Improvements at __2005 Grey Avenue, Evanston, IL 60201_ and described in the attached exhibit PREMISES. Lessor has furnished to Lessee a copy of the most current, if any, title report previously obtained by Lessor for the Premises, and Lessee accepts title to the Leased Premises in their condition "as is" as of the execution of this Lease. Any subsequent Lessee under this Lease must furnish a copy of the most current title report to Lessor.

2.2 RESERVATION OF MINERAL RIGHTS: Lessor reserves to itself all the minerals and other extractive resources of the Leased Premises. This reservation shall not diminish the right of the Lessee under this Lease to occupy and freely use the Leased Premises. Any eventual extraction by the Lessor of minerals or other extractive resources shall be carried out with as little disruption to the Lessee as is reasonably possible. In instances requiring a material disruption of the Lessee’s right of use and occupancy of the Leased Premises, the Lessor shall not make such extraction without the consent of the Lessee.

ARTICLE 3: Duration of Lease

3.1 PRINCIPAL TERM: The term of this Lease shall be 99 years, commencing on the __________ day of __________, 2017, and terminating on the __________ day of __________, 2116, unless terminated sooner or extended as provided below.

3.2 LESSEE’S OPTION TO EXTEND: Lessee may extend the principal term of this Lease for one (1) additional period of 99 years, subject to all the provisions of this Lease; provided that Lessor may make changes to the terms of the Lease for the renewal period prior to the beginning of such renewal period but only if these changes do not materially and adversely impair Lessee’s rights under the Lease. Not more than 365 nor less than 180 days before the last day of the current term, Lessor shall give Lessee written notice, stating the date of expiration of the Lease, describing any changes that Lessor intends to make to the terms of the Lease as permitted above, and reiterating the conditions for renewal as set forth immediately below (“the Expiration Notice”). Lessee’s right to exercise the option to extend is subject to the following conditions: (a) within sixty (60) days of receipt of the Expiration Notice, Lessee shall give Lessor written notice, irrevocably exercising the option to extend (“the Extension Notice”); (b) this Lease shall be in effect at the time the Extension Notice is given and on the last day of the term, and (c) there shall not be an Event of Default by Lessee under this Lease or under any loan documents between Lessee and any Permitted Mortgagee at the time the Extension Notice is given and on the last day of the term.

When Lessee has rightfully exercised the option to extend, each party shall execute a memorandum, in mutually agreeable recordable form, acknowledging the fact that the option has been exercised and otherwise complying with the requirements of law for an effective memorandum or notice of lease, and such memorandum or notice of lease shall be recorded in accordance with the requirements of law on or promptly after the commencement of such renewal period of the Lease.

3.3 CHANGE OF LESSOR; LESSEE’S RIGHT TO PURCHASE: In the event that ownership of the land comprising the Leased Premises (“the Land”) is conveyed or transferred (whether voluntarily or involuntarily) by Lessor to any other person or entity, this Lease shall not cease, but shall remain binding and unaffected, subject to the provisions of Article 9.6. However, in the event Lessor desires or attempts to convey the Land to any person or entity other than a nonprofit corporation, charitable trust, governmental agency or other similar entity sharing the goals described in the Recitals above (or as security for a mortgage loan), the Lessee shall have a right of first refusal to purchase the Land. This right shall be as specified in the attached exhibit FIRST REFUSAL. Any sale or other transfer contrary to this section 3.3 shall be null and void.

ARTICLE 4: Use of Leased Premises
4.1 RESIDENTIAL USE ONLY: Lessee shall use, and shall cause all occupants to use, the Leased Premises and
Improvements only for residential purposes and any incidental activities related to residential use that are currently
permitted by the then-applicable zoning law. [In addition, use of the Leased Premises shall be further limited by the
restrictions set forth in the attached exhibit RESTRICTIONS.]

4.2 RESPONSIBLE USE AND COMPLIANCE WITH LAW: Lessee shall use the Leased Premises in a manner so as not
to cause actual harm to others or create any nuisances, public or private; and shall dispose of any and all waste in a safe
and sanitary manner. Lessee shall maintain the Leased Premises and Improvements in good, safe, and habitable
condition in all respects, except for normal wear and tear, in full compliance with all applicable laws and regulations, and in
such condition as is required to maintain the insurance coverage required by section 9.4 of this Lease.

4.3 RESPONSIBLE FOR OTHERS: Lessee shall be responsible for the use of the Leased Premises by all residents and
their families, friends and visitors and anyone else using the Leased Premises with their consent and shall make all such
people aware of the spirit, intent and appropriate terms of this Lease.

4.4 OCCUPANCY: Lessee shall occupy the Leased Premises for at least 8 months of each year of this Lease, unless
otherwise agreed by Lessor. Occupancy by children or other immediate family members or dependents of Lessee shall be
considered occupancy by Lessee.

4.5 INSPECTION: Lessor may inspect any portion of the Leased Premises including the interior(s) of Lessee’s
Improvements, at any reasonable time, but not more than one time in a single calendar year, and in any reasonable
manner, upon at least 7 days written notice to Lessee. For good cause shown, Lessor may inspect any portion of the
Leased Premises including the interior(s) of Lessee’s Improvements without notice provided the Lessor shall have made
reasonable efforts to give advance notice to Lessee.

4.6 LESSEE’S RIGHT TO PEACEFUL ENJOYMENT: Lessee has the right to undisturbed enjoyment of the Leased
Premises, and Lessor has no desire or intention to interfere with the personal lives, associations, expressions, or actions
of Lessee, subject to the provisions of this Lease.

ARTICLE 5: Ground Lease Fee

5.1 GROUND LEASE FEE: In consideration of the possession, continued use, and occupancy of the Leased Premises,
Lessee shall pay to Lessor a monthly ground lease fee (“the Ground Lease Fee”) of twenty-five dollars ($25.00).

5.2 PAYMENT OF GROUND LEASE FEE: The Ground Lease Fee shall be payable to Lessor, at the address specified in
this Lease as Lessor’s address, on the first day of each month for as long as this Lease remains in effect, unless, with
Lessor’s consent, the Ground Lease Fee is to be escrowed by a Permitted Mortgagee, in which case payment shall be
made as agreed to by Mortgagee and Lessor. If the Lease commences on a day other than the first of the month, a pro-
rata portion of the Ground Lease Fee shall be paid for the balance of the month at the time the Lease is executed.

In the event that any amount of payable Ground Lease Fee remains unpaid when the Improvements are sold and the
Lease is terminated or assigned to another party, the amount of payable Ground Lease Fee shall be paid to Lessor out of
any proceeds from the sale of the Improvements otherwise due to Lessee at the time of such sale. The remedies
provided herein are not intended to restrict any other remedies available to Lessor in law or equity.

5.3 CALCULATION OF GROUND LEASE FEE: The Ground Lease Fee specified in section 5.1 above has been calculated
as follows. First, an amount approximating the monthly fair rental value of the Leased Premises has been established,
current as of the commencement of the lease term, recognizing that use of the Leased Premises is restricted by some of
the provisions of the Lease. Then the affordability of this monthly amount for the Lessee has been analyzed and, if
necessary, the amount has been reduced to yield the amount stated in section 5.1 above, which has been determined to
be affordable for Lessee.

5.4 REDUCTION, DELAY OR WAIVER OF GROUND LEASE FEE: Lessor may reduce, delay or waive entirely the
Ground Lease Fee at any time and from time to time for the purpose of ensuring affordable monthly housing costs for the
Lessee. Any such reduction, delay, or waiver must be in writing and signed by Lessor before being effective.

5.5 ADJUSTMENT OF GROUND LEASE FEE: The Ground Lease Fee stated in section 5.1 above, as adjusted in the way
provided below, shall be applicable during the term of this Lease. However, in the event that, for any reason, the provisions
of Article 10 or Article 11 regarding transfers of the Improvements or section 4.4 regarding occupancy are suspended or
invalidated for any period of time, then during that time, the Ground Lease Fee shall be increased to an amount calculated
by Lessor to equal the fair rental value of the Leased Premises for use not restricted by the provisions of the suspended
portions of the Lease, but initially an amount not to exceed ninety percent (90%) of the monthly amortized payments to purchase the Leased Premises at the then-applicable mortgage rate. In such event, Lessor shall notify Lessee of the amount calculated in this way, and the Ground Lease Fee shall then be this amount.

In order to keep the Ground Lease Fee reasonably current, the amount specified in section 5.1 (and the maximum amount specified in the preceding paragraph) shall be recalculated every 5th year during the term of the Lease. At such intervals, the amount shall be recalculated through such reasonable process as the Lessor shall choose, based upon the standards set forth in section 5.3 above. Lessor shall notify Lessee promptly upon recalculation of the new Ground Lease Fee amount, and if Lessee does not state objections to the recalculated amount within thirty (30) days after receipt of this notice, the Ground Lease Fee shall then be as stated by Lessor in the notice. If Lessee does state objections to the recalculated Ground Lease Fee, and Lessor and Lessee are then unable to agree on a recalculated Ground Lease Fee within fifteen (15) days of Lessor’s receipt of Lessee’s objection, the dispute shall be resolved according to the arbitration process set forth in Article 13 below, except that the arbitrators chosen by each party shall be ones with experience in the valuation of real estate. Upon the final determination of the recalculated Ground Lease Fee in accordance with the terms of this section, Lessor shall maintain in its file a notarized certification of the amount of such recalculated Ground Lease Fee and the process by which it was determined.

ARTICLE 6: Taxes and Assessments

6.1 TAXES AND ASSESSMENTS: Lessee shall be responsible for payment of all taxes and governmental assessments that relate to the Improvements and the Leased Premises. For purposes of this Lease, “Taxes” shall mean any taxes, assessments, and other governmental levies and charges, whether general, special, ordinary, extraordinary, unforeseen, of any kind and nature (including any interest on assessments whenever the same are permitted to be paid in installments) relating to the Leased Premises or the Improvements, including without limitation, real estate taxes, personal property taxes, lease taxes, environmental taxes, sewer charges, water charges, assessments (special or otherwise), transit taxes, ad valorem taxes, or any other tax, assessment, or charge (however described) in lieu of, substituted for, or in addition to any or all of the foregoing taxes, assessments, and charges, that may be levied, assessed, confirmed, or imposed by any lawful taxing authorities. Taxes shall also include all reasonable costs and expenses, including without limitation legal fees and court costs incurred for the protest, reduction, or refund of any of the Taxes, whether such protest, reduction, or refund is ultimately successful or not.

6.2 UTILITIES: Lessee shall pay directly, when due, all service bills, utility charges, or other governmental assessments charged against the Improvements and the Leased Premises.

6.3 TAXES ON LEASED PREMISES: In the event that the local taxing authority bills Lessor for the taxes on the Leased Premises, Lessor shall pass the responsibility for this expense to Lessee and Lessee shall promptly pay this bill.

6.4 LESSEE’S RIGHT TO CONTEST: Lessee shall have the right to contest the amount or validity of any taxes relating to the Improvements and Leased Premises. Lessor may, in its discretion and upon written request by Lessee, join in any such proceedings if Lessee reasonably determines that it is necessary or convenient for Lessor to do so. All other costs and expenses of such proceedings shall be paid by Lessee.

6.5 PAYMENTS IN EVENT OF DELINQUENCY: In the event that Lessee fails to pay the taxes or other charges specified in section 6.1 above, Lessor may increase, but shall not be obligated to increase, Lessee’s Ground Lease Fee in an amount that will offset the cost of any delinquent and current taxes or other charges relating to the Improvements and Leased Premises. Upon collecting any such amount, Lessor shall pay the amount collected to the taxing authority in a timely manner.

6.6 PROOF OF COMPLIANCE: Concurrently with the payment of any taxes, assessments, and charges required or permitted by the provisions of this Lease, each party shall furnish evidence satisfactory to the other documenting the payment. A photocopy of a receipt for such charges showing payment prior to the due date shall be the usual method of furnishing such evidence.

ARTICLE 7: Improvements

7.1 OWNERSHIP: It is agreed that all buildings, structures, fixtures, and other Improvements purchased by the Lessee or constructed or placed by the Lessee on any part of the Leased Premises at any time during the term of this Lease in accordance with the requirements of this Lease (“the Improvements”) shall be property of the Lessee. Title to such Improvements shall be and remain vested in the Lessee. However, Lessee’s exercise of the rights of ownership is subject
to the provisions of this Lease, including but not limited to provisions regarding the disposition of Improvements by the Lessee and the Lessor’s option to purchase the Improvements. In addition, Lessee shall not sever or move the Improvements from the Land.

7.2 PURCHASE OF IMPROVEMENTS BY LESSEE: Lessee is simultaneously purchasing the Improvements now located on the Leased Premises and described in the Warranty Deed, the form of which is annexed to this Lease as the exhibit WARRANTY DEED.

7.3 CONSTRUCTION AND ALTERATION: Any construction in connection with an existing or new Improvement is subject to the following conditions: (a) all costs shall be borne and paid for by the Lessee; (b) all construction shall be performed in a worker like manner and shall comply with all applicable laws and regulations; (c) all construction involving structural changes, or structural or mechanical improvements for which Lessee desires to receive a Structural and Mechanical Improvements Credit pursuant to Article 7.4, or in excess of ten thousand dollars ($10,000) in cost shall be performed by certified and bonded professionals and shall not be constructed without the prior written consent of Lessor; (d) all construction shall be consistent with the permitted uses set forth in Article 4; (e) the exterior (including height) of such Improvements shall not be increased or expanded and new Improvements shall not be constructed without the prior written consent of Lessor; and (f) Lessee shall furnish to Lessor a copy of any plans and all building permits for such construction prior to commencing construction.

7.4 CREDIT FOR STRUCTURAL AND MECHANICAL IMPROVEMENTS: Lessee may elect to receive a Structural and Mechanical Improvements Credit, which credit shall be applied in the calculation of the Formula Price as set forth in Article 10.11, for any one or more of the following structural or mechanical improvements, subject to the approval of Lessor: (a) repair and/or replacement of the heating system; (b) repair and/or replacement of the electrical components; (d) repair and/or replacement of plumbing components; (e) repair and/or replacement of the roof of the home; and (f) repair of a damaged structural element that threatens the structural integrity of the Improvements.

The terms under which Lessor will approve a Structural and Mechanical Improvements Credit are limited to the conditions set forth in Exhibit STRUCTURAL AND MECHANICAL IMPROVEMENTS CREDIT. Lessee may not receive a Structural and Mechanical Improvements Credit for any work that is not included in the above list of improvements. Any Structural and Mechanical Improvements Credit approved by Lessor shall be evidenced by the exhibit APPROVAL OF STRUCTURAL AND MECHANICAL IMPROVEMENTS CREDIT and made a part of this Lease.

7.5 PROHIBITION OF LIENS: No lien of any type shall attach to the Lessor's title to the Land or to Lessor's interest in the Leased Premises or to any other property owned by the Lessor. Lessee shall not permit any statutory or similar lien to be filed against the Premises, the Improvements, or any interest of Lessor or Lessee that remains more than sixty (60) days after it has been filed. Lessee shall cause any such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law. If Lessee fails to cause such lien to be discharged within the 60-day period, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge the lien by paying the amount in question. Lessee may, at Lessee's expense, contest the validity of any such asserted lien, provided Lessee has furnished a bond in an amount sufficient to release the Leased Premises from such lien. Any amounts paid by Lessor to discharge such liens shall be deemed to be an additional Ground Lease Fee payable by Lessee upon demand.

Notwithstanding anything to the contrary in this paragraph 7.5, a lien filed against Lessee's interest in the Leased Premises and the Improvements by the Illinois Housing Development Authority ("IHDA") shall be permitted hereunder and IHDA shall have all of the rights afforded to a Permitted Mortgagee in this Ground Lease."

7.6 MAINTENANCE AND SERVICES: Lessee shall, at Lessee's sole expense, maintain the Leased Premises and all Improvements as required by section 4.2 above. Lessor shall not be required to furnish any services or facilities, including but not limited to heat, electricity, air conditioning, water, or sewer, or to make any repairs to the Leased Premises or Improvements, and Lessee hereby assumes the sole responsibility for furnishing all services or facilities.

7.7 DISPOSITION OF IMPROVEMENTS UPON EXPIRATION OF LEASE TERM: Upon the expiration of the term of this Lease as such term may be extended or sooner terminated in accordance with this Lease, Lessee shall surrender the Improvements together with the Leased Premises to the Lessor. Ownership of the Improvements shall thereupon revert to Lessor, provided, however, that Lessor shall promptly pay to Lessee as consideration for the Improvements an amount equal to Lessor’s Purchase Option Price calculated in accordance with Article 10 below, as of the time of reversion of ownership, less the total amount of any unpaid Ground Lease Fee including any charges that may have been added to the Ground Lease Fee in accordance with this Lease.
ARTICLE 8: Financing

8.1 PERMITTED MORTGAGE: Lessee may mortgage the Leased Premises only with the written consent of Lessor. Not less than thirty (30) days prior to the date on which Lessee (or a prospective Lessee who has contracted to purchase the Improvements) requests Lessor's consent to a mortgage to be effective, Lessee (or prospective Lessee) shall furnish to Lessor copies of every document to be executed in connection with the transaction represented by such mortgage, including first mortgages, subsequent mortgages, and home equity loans. Lessor may choose to consent to any mortgage, and in so doing shall designate such mortgage as a “Permitted Mortgage.” However, Lessor shall be required to consent to a mortgage only if (a) at the time such copies of documents are submitted and at the time proposed by Lessee (or prospective Lessee) for the execution of such documents, no default is then outstanding; and (b) the mortgage so submitted is a Standard Permitted Mortgage as defined in the attached exhibit PERMITTED MORTGAGES. Lessee shall pay to Lessor at Lessor’s option, as additional Ground Lease Fee, all fees, costs, and expenses, including, without limitation, reasonable attorneys’ fees, incurred by Lessor in connection with any Permitted Mortgage.

8.2 RIGHTS OF PERMITTED MORTGAGEE: Any holder of a Permitted Mortgage (“Permitted Mortgagee”) shall without requirement of consent by the Lessor have the rights identified and defined in the attached exhibit PERMITTED MORTGAGES.

8.3 REMOVAL OF CERTAIN PROVISIONS PURSUANT TO FORECLOSURE: In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure in accordance with the provisions of the Lease, at the election of the Permitted Mortgagee the provisions of Article 10, sections 10.1 through 10.11 shall be deleted and thereupon shall be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.

8.4 LESSOR’S RIGHT TO PROCEEDS IN EXCESS OF PURCHASE OPTION PRICE: The parties recognize that it would be contrary to the fundamental concept of this agreement and an incentive to abuse Lessee’s authorization to encumber its leasehold interest with a Permitted Mortgage if Lessee could realize more than the Purchase Option Price as the result of any foreclosure of any mortgage. Accordingly, Lessee hereby irrevocably assigns to Lessor any and all net proceeds of sale of the Improvements remaining after payment of costs of foreclosure and satisfaction of the lien of any Permitted Mortgagee which would otherwise have been payable to Lessee, to the extent such net proceeds exceed the net proceeds that Lessee would have received had the property been sold for the Purchase Option Price established in Article 10 of this Lease, and authorizes and instructs the Permitted Mortgagee or any party conducting any sale to pay the amount of said excess proceeds directly to Lessor. In the event that, for any reason, such excess proceeds are paid to Lessee, Lessee hereby agrees to promptly pay the amount of such excess proceeds to Lessor.

8.5 AMENDMENTS SUBJECT TO APPROVAL BY PERMITTED MORTGAGEE: Any amendments to this Lease shall be subject to the written approval of Permitted Mortgagee, which approval shall not be unreasonably withheld or delayed. The passage of thirty (30) days after submittal to Permitted Mortgagee of a proposed amendment without approval or disapproval by Permitted Mortgagee shall be deemed approval thereof.

ARTICLE 9: Liability, Insurance, Damage and Destruction, Eminent Domain

9.1 LESSEE’S LIABILITY: Lessee assumes sole responsibility and liability to all persons and authorities related to its possession, occupancy, and use of the Leased Premises.

9.2 INDEMNIFICATION OF LESSOR: Lessee shall defend, indemnify, and hold Lessor harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Premises. Lessee waives all claims against Lessor for such injury or damage. However, Lessor shall remain liable (and Lessee shall not indemnify and defend Lessor against such liability or waive such claims of liability) for injury or damage due to the grossly negligent or intentional acts or omissions of Lessor or Lessor’s agents or employees.

9.3 PAYMENT BY LESSOR: In the event the Lessor shall be required to pay any sum that is the Lessee’s responsibility or liability, the Lessee shall reimburse the Lessor for such payment and for reasonable expenses caused thereby.

9.4 INSURANCE: Lessee shall, at Lessee’s sole expense, keep all Improvements continuously insured against loss or damage by fire and the extended coverage hazards for the full replacement value of such Improvements. Lessee shall, at Lessee’s sole expense, maintain continuously in effect liability insurance covering the Leased Premises and Improvements in the amounts of not less than three hundred thousand dollars ($300,000) for injury to or death of any one person; and six hundred thousand dollars ($600,000) for injury to or death of any number of persons in one occurrence; and two hundred thousand dollars ($200,000) for property damage. The dollar amounts of this coverage shall
be adjusted at two-year intervals, beginning on the date this Lease is signed, or upon Lessor’s demand given not more often than annually, upon 30 days’ notice to Lessee. This adjustment shall be equal to the percentage of change (positive or negative), over the period in question, of the Consumer Price Index for urban wage earners and clerical workers for the urban area in which the Leased Premises are located, or such other index as reasonably measures adjustments in coverage amounts for the applicable type of insurance. Such index is maintained by the Office of Prices and Living Conditions of the Bureau of Labor Statistics, of the U.S. Department of Labor. Such insurance shall specifically insure Lessee against all liability assumed under this Lease, as well as all liability imposed by law, and shall also insure Lessor as an additional insured so as to create the same liability on the part of insurer as though separate policies had been written for Lessor and Lessee.

Lessee shall provide Lessor with copies of all policies and renewals of policies. All policies shall also contain endorsements providing that they shall not be cancelled, reduced in amount or coverage or otherwise modified by the insurance carrier involved without at least thirty (30) days’ prior written notice to Lessor. Lessor shall be entitled to participate in the settlement or adjustment of any losses covered by such policies of insurance.

9.5 DAMAGE OR DESTRUCTION: In the event of damage or destruction to the Improvements, Lessee shall file a claim with its insurance carrier in a timely manner; if Lessee fails to do so, then Lessor shall have the right to file and settle the claim. Except as provided below, in the event of fire or other damage to the Improvements, Lessee shall take all steps necessary to ensure the repair of such damage and the restoration of the Improvements to their condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. Lessee shall also promptly take all steps necessary to ensure that the Leased Premises are safe and that the damaged Improvements do not constitute a danger to persons or property.

If Lessee, using reasonable judgment and relying on professional estimates, determines either (a) that full repair and restoration is physically impossible, or (b) that the available insurance proceeds will pay for less than eighty percent (80%) of the cost of repair and restoration (provided Lessee has fulfilled all the hazard insurance requirements set forth in section 9.4 above), then Lessee may terminate this Lease by written notice to Lessor given not later than sixty (60) days after the event that caused the damage. However, such termination shall not be effective until forty-five (45) days after the date upon which the notice is received by Lessor. During this 45-day period Lessor may seek an adjustment from the insurer so as to increase the available insurance proceeds to an amount covering at least 80 percent of the cost of repair and restoration. If successful in securing such adjustment, Lessor may render Lessee’s termination notice null and void by written notice to Lessee within such 45-day period. If Lessor fails to nullify the termination notice in this way, then this Lease shall terminate at the expiration of the 45-day period, and any insurance proceeds payable to Lessee on account of such damage shall be paid as provided below.

The insurance proceeds shall be paid first to cover any expenses of collecting the proceeds. Remaining proceeds shall be paid to the Lessee (or its Permitted Mortgagee to the extent required by the Permitted Mortgage) up to the then applicable Lessor’s Purchase Option Price (as of immediately prior to the damage) calculated according to the provisions of Article 10 below. The balance of such proceeds, if any, shall be paid to Lessor.

9.6 EMINENT DOMAIN AND PUBLIC DEDICATION: In the event of a taking of the Leased Premises, either in its entirety or to such extent that the Improvements are lost or damaged beyond repair, by reason of eminent domain or other action of public authority prior to the expiration of this Lease, the Lease shall terminate as of the date Lessee is required to give up possession of the Leased Premises or Improvements, and the entire amount of any award(s) paid shall be allocated in the way described in section 9.5 above for insurance proceeds.

In the event of a taking of a portion of the Leased Premises that does not result in damage to the Improvements or substantial reduction in the usefulness or desirability of the Improvements for residential purposes, then any monetary compensation for such taking shall be allocated entirely to Lessor.

In the event of a taking of a portion of the Leased Premises that results in damage to the Improvements only to such an extent that the Improvements can reasonably be restored to a residential use consistent with this Lease, the Lessor may in its discretion allocate some or all the monetary compensation to enable Lessee to accomplish such a restoration. Any balance remaining after or in the absence of such allocation shall be allocated as provided above for a taking of the entire Leased Premises.

Any and all proceedings brought by a party in connection with any damages as a result of any taking referred to in this section shall be conducted at the sole expense of such party. If any provision of law requires that such proceedings be brought by or in the name of any owner or lessee of the premises, such party shall join in such proceedings or permit the same to be brought in its name. Each party agrees to do all acts and to execute all documents that may be required to
enable the other to maintain such proceedings. If the party required to join in the proceedings incurs any cost or expense in doing so, such party shall be entitled to reasonable reimbursement and this entitlement shall constitute a first charge against any award.

9.7 REASSESSMENT OF RENTAL VALUE: In the event of any taking that reduces the size of the Leased Premises but does not result in the termination of the Lease, Lessor shall reassess the fair rental value of the remaining Premises and shall adjust the Ground Lease Fee if necessary to ensure that the monthly fee does not exceed the monthly fair rental value of the premises for use as restricted by the Lease.

9.8 RELOCATION OF LESSEE: In the event of a termination of this Lease as a result of damage, destruction or taking, Lessor shall take reasonable steps to grant Lessee a leasehold interest, similar to the interest created by this Lease, in another tract that it owns, if such other tract can reasonably be made available. In accepting such a leasehold interest, Lessee agrees to contribute any proceeds or award received by Lessee to purchase or develop Improvements on such tract. Lessor’s failure to supply such a leasehold interest shall not give rise to any cause of action by Lessee against Lessor.

ARTICLE 10: Transfer, Sale, or Disposition of Improvements

10.1 INTENT: It is the understanding of the parties that the terms of this Lease, and in particular of this Article 10, are intended to preserve the affordability of the Improvements for low- and moderate-income households and expand access to homeownership opportunities for such households.

10.2 TRANSFERS TO INCOME-QUALIFIED PERSONS: Lessee may transfer its interest in the Leased Premises or the Improvements only to Lessor or an Income-qualified Person as defined below or otherwise only as explicitly permitted by the provisions of this Article 10. All such transfers shall be subject to Lessor’s review and purchase option rights set forth in this Article 10. Any purported transfer done without following the procedures set forth below, except in the case of a transfer to a Permitted Mortgagee in lieu of foreclosure, shall be null and void.

“Income-qualified Person” shall mean a person or group of persons whose household income does not exceed eighty percent (120%) of the median household income for the Chicago area as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development (HUD) or any successor.

10.3 TRANSFER TO LESSEE’S HEIRS: Upon receipt of a written request from Lessee at any time or upon notice from the executor of the decedent’s estate given within ninety (90) days of the death of Lessee (or the last surviving co-owner of the Improvements) Lessor shall, unless for good cause shown, consent to a transfer of the Improvements and an assumption of this Lease to and by one or more of the possible heirs of Lessee listed below as “a,” “b,” or “c,” provided that a Letter of Stipulation and a Letter of Acknowledgment of legal counsel (similar to those described in Article 1 of this Lease), setting forth the heirs’ review, understanding and acceptance of the terms of the Lease, are submitted to Lessor to be attached to the Lease when it is transferred to the heirs.

a. the spouse or domestic partner of the Lessee; or
b. the child or children of the Lessee; or

Any other heirs, legatees or devisees of Lessee must, in addition to submitting Letters of Stipulation and Acknowledgment as provided above, demonstrate that they are Income-qualified Persons as defined above, or, if unable to do so, shall not be entitled to possession of the Leased Premises but must transfer the Leased Premises in accordance with the provisions of this Article 10.

For purposes hereof, a person shall qualify as the Lessee’s domestic partner if: (i) neither the Lessee nor such person is married; (ii) each of the Lessee and such person is at least eighteen (18) years old and competent to consent and enter into legally binding contracts; (iii) the Lessee and such person are not related to each other by blood closer than would bar marriage in the State of Illinois; (iv) the Lessee and such person is each other’s sole domestic partner; (v) the Lessee and such person are mutually responsible for each other’s common welfare; and (vi) such person satisfies at least one of the following criteria: (a) such person is the primary beneficiary under the Lessee’s will; (b) the Lessee and such person have joint ownership of a motor vehicle; (c) the Lessee and such person have a bona-fide joint credit account; (d) the Lessee and such person have a bona-fide joint checking or savings account; (e) such person is designated as the primary
beneficiary of the Lessee’s life insurance or retirement benefits; or (f) such person holds a power for healthcare decisions for the Lessee.

10.4 LESSEE’S NOTICE OF INTENT TO SELL: In the event that Lessee wishes to assign its interest in the Leased Premises and sell the Improvements, Lessee shall notify Lessor, in writing, of such wish (“Notice of Intent to Sell”). Such Notice shall include a statement as to whether Lessee wishes to recommend a prospective buyer as of the date of the Notice.

10.5 APPRAISAL: No later than ten (10) business days after Lessor’s receipt of Lessee’s Intent-to-Sell Notice, a market valuation of the Leased Premises and the Improvements (“the Appraisal”) shall be commissioned to be performed by a mutually acceptable and duly licensed appraiser, provided, however, Lessor may at its option rely on any existing appraisal that is not more than six months old. Lessor shall commission and pay the cost of such Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties as though title to Land and Improvements were held in fee simple absolute, disregarding the restrictions of this Lease on the use of the Land and the transfer of the Improvements. Copies of the Appraisal are to be provided to both Lessor and Lessee.

10.6 LESSOR’S PURCHASE OPTION. Upon receipt of Notice of Intent to Sell from Lessee, Lessor shall have the option to purchase the Improvements (“Purchase Option”) at the Purchase Option Price calculated as set forth in Section 10.11 below. Lessor’s purchase option shall include the right to assign this purchase option to a third party (“Purchase Option Assignee”) provided, however, that such assignee shall be an Income-Qualified person, as defined herein, who understands and accepts the term of the Lease.

Lessor’s Purchase Option is designed to further the purpose of preserving the affordability of the Improvements for succeeding Income-qualified Persons while taking fair account of the investment by the Lessee. Lessee and Lessor agree to cooperate in furthering such purposes by facilitating the sale of the Improvements to an Income-Qualified person. Such purposes are understood to be accomplished, without Lessor having otherwise exercised the Purchase Option, if the Improvements are sold, in accordance with Section 10.8 below, to a Purchase Option Assignee.

If Lessor elects to purchase the Improvements, Lessor shall exercise the Purchase Option by notifying Lessee, in writing, of such election (“the Notice of Exercise of Option”) within one hundred and twenty (120) days of the receipt of the Appraisal, or the Option shall expire. The time permitted to Lessor to exercise the Purchase Option may be extended by mutual agreement of Lessor and Lessee. Having given such notice, Lessor may either proceed to exercise the Purchase Option directly by purchasing the Improvements, or may assign the Purchase Option to a Purchase Option Assignee.

The purchase (by Lessor or Purchase Option Assignee) must be completed within one hundred and twenty days (120) days of Lessor’s Notice of Exercise of Option, or Lessee may sell the Improvements as provided in section 10.8 below. The time permitted for the completion of the purchase may be extended by mutual agreement of Lessor and Lessee.

Lessee may recommend to Lessor a prospective buyer who is an Income-qualified Person and is prepared to submit Letters of Stipulation and Acknowledgment indicating informed acceptance of the terms of this Lease.

10.7 BROKERAGE: The Lessee may not use a broker unless and until Lessor elects not to exercise its Purchase Option, the Purchase Option has expired, or if Lessor has failed to complete the purchase within the 60-day period allowed by section 10.6 above.

10.8 IF PURCHASE OPTION EXPIRES: If the Purchase Option has expired and/or if Lessor has failed to complete the purchase within the 120-day period allowed by section 10.6 above, and the Lessor and Lessee do not agree to extend the time to complete the Purchase Option and/or complete the purchase, then Lessee may sell the Improvements and assign the Lease to any Income-qualified Person, for not more than the applicable Purchase Option Price.

10.9 LESSOR’S POWER OF ATTORNEY TO CONDUCT SALE: In the event Lessor does not exercise its option and complete the purchase of the Improvements as set forth above, and Lessee (a) is not then residing in the Improvements and (b) continues to hold the Improvements out for sale but after a good-faith effort is unable to locate a buyer and execute a binding purchase and sale agreement within one (1) year of the giving of the Intent to Sell Notice, Lessee does hereby appoint Lessor its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the goals set forth in this Lease, sell the property, and distribute proceeds of sale, in the following manner: Proceeds shall be paid first to cover the costs of sale and reletting of the Leased Premises and any other sums owed Lessor by lessee. Remaining proceeds shall be paid to Lessee (or its Permitted Mortgagee to the extent required by the Permitted Mortgagee) up to the then-applicable Purchase Option Price calculated according to the provisions of this Article 10. The balance of such proceeds, if any, shall be paid to Lessor.
10.10 PURCHASE OPTION PRICE: The Purchase Option Price shall be the lesser of (a) the value of the property, including the Leased Premises and the Improvements, as determined by the Appraisal commissioned and conducted as provided in Section 10.5 above or (b) the price calculated in accordance with the formula described below (“the Formula Price”).

10.11 CALCULATION OF THE FORMULA PRICE: The Formula Price shall be equal to Lessee’s Purchase Price, as stated below, plus Lessee’s Share of Market Value Appreciation in the market value of the Leased Premises and Improvements existing thereon, plus any applicable Structural and Mechanical Improvements Credit calculated as follows:

(a) Lessee’s Purchase Price: The parties agree that the Lessee’s Purchase Price for the Improvements existing on the Leased Premises as of the commencement of the term of this Lease is $.

(b) Initial Appraised Value: The parties agree that the appraised value of the Leased Premises and Improvements at the time of Lessee’s purchase (the Initial Appraised Value) is $_______________ as documented by the appraiser’s report attached to this Lease as Exhibit INITIAL APPRAISAL.

(c) Lessee’s Investment Ratio: The parties agree that Lessee’s Purchase Prices represents _____% of the Initial Appraised Value of the Leased Premises and Improvements (“Lessee’s Investment Ratio”).

(d) Current Appraised Value: The parties agree that the market value of the Leased Premises and the Improvements existing thereon conducted on or about the date of the Lessee’s Notice of Intent to Sell, in accordance with Section 10.5 above, shall be the Current Appraised Value.

(e) Market Value Appreciation: For the purpose of determining the Purchase Option Price, the Market Value Appreciation of the Leased Premises and Improvements shall be determined by subtracting the Initial Appraised Value above from the Current Appraised Value.

(f) Shared Appreciation Factor: For the purpose of calculating Lessee’s Share of Market Value Appreciation in subparagraph (g) below, the Shared Appreciation Factor will be fifteen percent (15%).

(g) Lessee’s Share of Market Value Appreciation: For the purpose of determining the Formula Price, Lessee’s Share of Market Value Appreciation shall be determined by first multiplying the Market Value Appreciation by Lessee’s Investment Ratio and then multiplying the product by the Shared Appreciation Factor.

(h) Applicable Structural and Mechanical Improvements Credit. The Structural and Mechanical Improvements Credit as defined in Article 7.4, if any, shall be added, provided Exhibit Approval of Structural and Mechanical Improvements Credit is in evidence.

(i) Formula Price: The Formula Price shall be determined by adding Lessee’s Share of Market Value Appreciation plus a Structural and Mechanical Improvements Credit, if applicable, to Lessee’s Purchase Price.

10.12 CHOICE OF NEW LEASE OR ASSIGNMENT OF EXISTING LEASE: An Income-qualified Person who purchases the Improvements in accordance with the provisions of this Article 10 shall receive, at the Lessor’s choice, either an assignment of this Lease from the seller or a new Lease from Lessor, which new Lease shall be substantially the same as this Lease in the rights, benefits and obligations assigned to Lessee and Lessor.

ARTICLE 11: Assignment and Sublease

Except as otherwise provided in Article 8 (including the exhibit PERMITTED MORTGAGES) and Article 10, Lessee shall not assign, sublease, sell, or otherwise convey any of Lessee’s rights under this Lease without the prior written consent of the Lessor. Lessee agrees that Lessor shall have broad and full discretion to withhold such consent in order to further the
mutual purposes and goals set forth in this Lease. If permission is granted, any assignment or sublease shall be subject to the following conditions. Any such assignment or sublease shall be subject to all the terms of this Lease.

In the case of a sublease, the rental or occupancy fee charged the sublessee shall not be more than that amount charged the Lessee by the Lessor, plus an amount approved by Lessor to cover costs to Lessee for the Improvements.

In the case of an assignment, the total consideration for such assignment and the related sale or transfer of the Improvements shall not exceed the Purchase Option Price as calculated in accordance with Article 10 above.

ARTICLE 12: Default

12.1 MONETARY DEFAULT BY LESSEE: It shall be an event of default if Lessee fails to pay the Ground Lease Fee or other charges required by the terms of this Lease and such failure is not cured by Lessee or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by Lessor to Lessee and Permitted Mortgagee. However, if Lessee shall make a good faith partial payment of at least two thirds (2/3) of the amount owed during such initial 30-day period, then such period shall be extended one additional 30-day period.

12.2 NONMONETARY DEFAULT BY LESSEE: It shall be an event of default if Lessee fails to abide by any other material term or condition in this Lease, and such failure is not cured by Lessee or a Permitted Mortgagee within sixty (60) days after notice of such failure is given by Lessor to Lessee and Permitted Mortgagee. However, in the case where the Lessee or Permitted Mortgagee has commenced to cure such default within such 60-day period and is continuing such cure with all due diligence but cannot by the exercise of due diligence cure such default within such period, such period shall be extended for such additional period as may be reasonably required under the circumstances to complete such cure.

12.3 DEFAULT BY LESSEE RESULTING FROM JUDICIAL PROCESS: It shall be an event of default if the estate hereby created is taken on execution or by other process of law, or if Lessee is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of Lessee for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of Lessee’s property by a court of competent jurisdiction, or if a petition is filed for the reorganization of Lessee under any provisions of the Bankruptcy Act now or hereafter enacted, or if Lessee files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

12.4 TERMINATION: In the case of any of the events of default described above, Lessor may terminate this Lease and initiate summary proceedings against Lessee. Pursuant to such proceedings, without demand or notice, Lessor may enter any part of the Leased Premises and repossess the entire Leased Premises, and expel Lessee and those claiming rights through Lessee and remove their effects without being guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. If this Lease is terminated by Lessor, or if Lessor reenters the Leased Premises pursuant to an Event of Default, the Lessee agrees to pay and be liable for any unpaid Ground Lease Fee, damages which may be due or sustained prior to or in connection with such termination or reentry, and all reasonable costs, fees and expenses (including, without limitation, reasonable attorneys’ fees) incurred by Lessor in pursuit of its remedies under this Lease.

If Lessor elects to terminate the Lease, then the Permitted Mortgagee shall have the right (subject to Article 8 above) to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Permitted Mortgagee or its designee to acquire Lessee’s interest in the Leased Premises by foreclosure of its mortgage or otherwise.

12.5 DEFAULT BY LESSOR: Lessor shall in no event be in default in the performance of any of its obligations under the Lease unless and until Lessor has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by Lessee to Lessor properly specifying Lessor’s failure to perform any such obligation.

ARTICLE 13: Arbitration

13.1 ARBITRATION PROCESS: Should any grievance or dispute arise between Lessor and Lessee concerning the terms of this Lease that cannot be resolved by normal interaction, the following arbitration procedure shall be used.

Lessor or Lessee shall give written notice to the other of its selection of a disinterested arbitrator. Within fifteen (15) days of the receipt of this written notice, the other party may give written notice to the first party appointing a disinterested arbitrator of its own choice. These two arbitrators shall select a third arbitrator. If the other party fails to name an arbitrator within 15 days of receiving the notice from the first party, the arbitrator selected by the first party shall be the sole arbitrator.
The arbitrator or arbitrators shall hold a hearing within thirty (30) days after the initial written notice by the initiator of the arbitration process. At the hearing Lessor and Lessee shall have an opportunity to present evidence and question witnesses in the presence of each other. As soon as reasonably possible, and in no event later than fifteen (15) days after the hearing, the arbitration panel shall make a written report to the Lessor and Lessee of its findings and decisions, including a personal statement by each arbitrator of his/her decision and the reasons for it. The arbitrators shall decide the dispute or claim in accordance with the substantive law of the jurisdiction and what is just and equitable under the circumstances. The decisions and awards of the majority of the arbitration panel shall be binding and final.

ARTICLE 14: General Provisions

14.1 NOTICES: Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to Lessor: Community Partners for Affordable Housing (name of Lessor)
with a copy to: Karen Lamont, 1824 Stewart Avenue, Park Ridge, IL 60068, 847/692-2302

If to Lessee: ______________, with a copy to: __________________________ (name of Lessee)

All notices, demands and requests shall be effective upon being deposited in the United States Mail or delivered to a recognized national overnight courier, or in the case of personal delivery, upon actual receipt.

14.2 NO BROKERAGE: Lessee warrants that it has not dealt with any broker other than ________________ in connection with the consummation of this Lease, and in the event any claim is made against Lessor relative to dealings with brokers other than ________________, Lessee shall defend the claim against Lessor with counsel of Lessor’s selection and save harmless and indemnify Lessor on account of loss, cost or damage which may arise by reason of any such claim.

14.3 SEVERABILITY AND DURATION OF: If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of Lessee or Lessor against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that their respective options to purchase and all other rights under this Lease shall continue in effect for the full term of this Lease and any renewal thereof, and such options and other rights shall be considered to be coupled with an interest. In the event any such option or right shall be construed to be subject to any rule of law limiting the duration of such option or right, the time period for the exercising of such option or right shall be construed to expire twenty (20) years after the death of the last survivor of the following persons: the children of any of the directors of Community Partners for Affordable Housing living as of the date of the Lease.

14.4 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION: If the provisions of the purchase option set forth in Article 10 of this Lease shall, for any reason, become unenforceable, Lessor shall nevertheless have a right of first refusal to purchase the Improvements at the highest documented bona fide purchase price offer made to Lessee. Such right shall be as specified in the exhibit FIRST REFUSAL. Any sale or transfer contrary to this section, when applicable, shall be null and void.

14.5 WAIVER: The waiver by Lessor at any given time of any term or condition of this Lease, or the failure of Lessor to take action with respect to any breach of any such term or condition, shall not be deemed to be a waiver of such term or condition with regard to any subsequent breach of such term or condition, or of any other term or condition of the Lease. Lessor may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by Lessor before being effective.

The subsequent acceptance of Ground Lease Fee payments by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term or condition of this Lease, other than the failure of the Lessee to pay the particular Ground Lease Fee so accepted, regardless of Lessor’s knowledge of such preceding breach at the time of acceptance of such Ground Lease Fee payment.

14.6 LESSOR’S RIGHT TO PROSECUTE OR DEFEND: Lessor shall have the right, but shall be under no obligation, to prosecute or defend, in its own or the Lessee’s name, any actions or proceedings appropriate to the protection of its title to, and Lessee’s interest in, the Leased Premises. Whenever requested by Lessor, Lessee shall give Lessor all reasonable aid in any such action or proceeding.
14.7 CONSTRUCTION: Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or
the plural, masculine or feminine, as the case shall demand.

14.8 CAPTIONS AND TABLE OF CONTENTS: The captions and table of contents appearing in this Lease are for
convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this
Lease.

14.9 PARTIES BOUND: This Lease sets forth the entire agreement between Lessor and Lessee with respect to the
leasing of the Land; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of
this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed
by Lessor and Lessee or their legal representatives or, in accordance with the provisions of this Lease, their successors in
interest.

14.10 GOVERNING LAW AND ATTORNEY’S FEES: The validity, construction and interpretation of this Agreement shall
be governed by the laws of the State of Illinois. The parties hereto irrevocably agree that all actions or proceedings in any
way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites in
Lake County, Illinois. Each party hereby consents and submits to personal jurisdiction in the State of Illinois and waives
any right such party may have to transfer the venue of any such action or proceeding. Each party in any dispute arising out
of or from this Agreement shall bear all of its own costs and expenses incurred in resolving such dispute.

14.11 RECORDING: The parties agree, as an alternative to the recordation of this Lease, to execute a so-called Short
Form Lease, attached as the exhibit Memorandum of Ground Lease, in form record-able and complying with applicable
law and reasonably satisfactory to Lessor’s attorneys. In no event shall such document set forth the rent or other charges
payable by Lessee under this Lease; and any such document shall expressly state that it is executed pursuant to the
provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties have executed this lease at __________ on the day and year first above written.

By: Community Partners for Affordable Housing, an Illinois not-for profit
corporation

________________________ By: ______________________________
Witness     Its: Executive Director

_________________________  Lessee: ___________________________
Witness

_________________________  Lessee: ___________________________
Witness
Letter of Stipulation

To: Community Partners for Affordable Housing (“CPAH”)

Date: ____________

This letter is given to CPAH to become an exhibit to a Lease between CPAH and me. I will be leasing a parcel of land from CPAH and I will be buying the home that sits on that parcel of land. I will therefore become what is described here as a “CPAH homeowner.”

My legal counsel, ________________________________, has explained to me the terms and conditions of the Lease and other legal documents that are part of this transaction. I understand the way these terms and conditions will affect my rights as a CPAH homeowner, now and in the future.

In particular I understand and agree with the following points.

 One of the goals of CPAH is to keep CPAH homes affordable for lower-income households from one CPAH homeowner to the next. I support this goal as a CPAH homeowner.

 The terms and conditions of my Lease will keep my home affordable for future “income-qualified persons” (as defined in the lease). If and when I want to sell my home, the lease requires that I sell it either to CPAH or to another income-qualified person. The terms and conditions of the lease also limit the price for which I can sell the home, in order to keep it affordable for such income-qualified persons.

 It is also a goal of CPAH to promote resident ownership of CPAH homes. For this reason, my Lease requires that if I and my family move out of our home permanently, we must sell it. We cannot continue to own it as absentee owners.

 I understand that I can leave my home to my spouse, domestic partner, child, or children or to other members of my household who have lived in the home for at least one year preceding my death, and that, after my death, they can own the home for as long as they want to live in it and abide by the terms of the Lease, or they can sell it on the terms permitted by the Lease.

 As a CPAH homeowner, it is my desire to see the terms of the Lease and related documents honored. I consider these terms fair to me and others.

Sincerely,

Lessee: ___________________________

Lessee: ___________________________
Letter of Acknowledgment

I, ________________________________, have been independently employed by ___________________________ (hereinafter “the Client”) who intends to purchase a house and other improvements on land to be leased from Community Partners for Affordable Housing (“CPAH”).

The house and land are located at 2005 Grey, Evanston, IL 60201.

In connection with the contemplated purchase of the house and other improvements and leasing of the land, I reviewed with the Client the following documents relating to the transaction:

a. this Letter of Acknowledgment and a Letter of Stipulation from the Client  
b. a proposed Deed conveying the house and other improvements to the Client  
c. a proposed Ground Lease conveying the “Leased Premises” to the Client  
d. other written materials provided by CPAH.

The Client has received full and complete information and advice regarding this conveyance and the foregoing documents. My advice and review has been given to reasonably inform the Client of the present and foreseeable risks and legal consequences of the contemplated transaction.

The Client is entering the aforesaid transaction in reliance on her own judgment and upon her investigation of the facts. The full and complete advice and information provided by me was an integral element of such investigation.

Name ________________________________ Date ________________

Title _________________________________

Firm/Address ___________________________
SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Community Partners for Affordable Housing, an Illinois not-for profit corporation (hereinafter the “Grantor”), having its principal place of business at 400 Central Avenue, #111, Highland Park, IL 60035, in consideration of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to (hereinafter, “Grantee”) who currently resides at the following: THE BUILDING AND APPURTENANT IMPROVEMENTS ONLY, as presently erected on the premises situated in the County of Cook, State of Illinois described in Exhibit A, attached hereto and incorporated herein (the “Property”).

TO HAVE AND TO HOLD the herein described building and improvements, together with all rights, appurtenances, estates, title and interests thereto belonging, unto said Grantee, her heirs, successors and assigns forever. Subject to the Permitted Exceptions set forth on Exhibit B attached hereto and incorporated herein, Grantor hereby warrants the title to said property against the lawful claims of all persons claiming by, through or under the said Grantor, but not further or otherwise.

It is the intention of Grantor that the real property underlying the buildings and improvements conveyed herein shall remain vested in Grantor and that this Special Warranty Deed shall convey only such buildings and improvements as are presently erected upon such property.

IN WITNESS WHEREOF, Community Partners for Affordable Housing, an Illinois not-for profit corporation, has caused this Special Warranty Deed to be executed as of this ___ day of ______________, 2018.

PIN: 10-13-119-043-0000 (affects the land herein and other property)
By: Community Partners for Affordable Housing, an Illinois not-for profit corporation

By: ______________________________
Its: Executive Director

STATE OF ILLINOIS )
) SS.
COUNTY OF )

I, the undersigned, a Notary Public in said County in the State aforesaid, DO HEREBY CERTIFY that __________________________, the __________________________ of Community Partners for Affordable Housing, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to proper authority given by the Board of Directors of said corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ___ day of _______________, 2018.

______________________________
Notary Public

Mail tax bills to:
EXHIBIT A

Legal Description
Lot 3 in Community Hospital of Evanston Resubdivision of Lots 25 through 29 in Block 2 in Whipple’s Addition to Evanston in Section 13, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 2005 Grey Avenue
Evanston, IL 60201

PIN: 10-13-104-026-0000
EXHIBIT B

PERMITTED EXCEPTIONS

1. Ground lease entered into by and between Grantor and Grantee, dated as of the date of this Special Warranty Deed
Lessee may elect to receive a Structural and Mechanical Improvements Credit, which credit shall be applied in the calculation of the Formula Price as set forth in Article 10.11, for any one or more of the following structural or mechanical improvements:

1. Repair and/or replacement of the heating system only to the extent that such repair or replacement is necessary because of a safety hazard caused by the heating system or failure of the Heating System due to full life span depreciation estimated at roughly 18 years. No credit will be given for upgrades designed to increase efficiency as the only reason for improvement.

2. Repair and/or replacement of electrical components in the home that are directly related to health and safety. For example, Lessor would approve a credit for open wiring found to be an electrical safety hazard but would not approve a credit for a new living room lighting fixture.

3. Repair and/or replacement of plumbing components in the home that relate to either safety or flow problems. For example, Lessor would approve a credit for inadequate water flow to a shower fixture (to be determined by independent testing) but would not approve a credit for replacing a faucet with a different model.

4. Repair and/or replacement of the roof of the home when it is deemed by at least two roofing professionals (one picked by Lessee and one by Lessor) to be fully depreciated.

5. Repair of a damaged structural element that threatens the structural integrity of the Improvements.

Lessee may not receive a Structural and Mechanical Improvements Credit for any work that is not included in the above list of improvements.

In order to qualify for a Structural and Mechanical Improvements Credit, Lessee must receive the written consent of Lessor before undertaking any work, as specified in Article 7.3. After receiving such written consent, Lessee shall present Lessor with a selected bid. Lessor shall review the bid and notify Lessee of the Maximum Structural and Mechanical Improvements Credit to be allowed. Lessee shall notify Lessor upon completion of construction and shall provide Lessor with a copy of all receipts for payments related to the improvement. Following inspection by Lessor of the completed construction, Lessor shall provide Lessee with written Approval of Structural and Mechanical Improvements Credit setting forth the date construction was completed and the amount of the Maximum Structural and Mechanical Improvements Credit allowed. Such approval shall be evidenced by the Exhibit APPROVAL OF STRUCTURAL AND MECHANICAL IMPROVEMENTS CREDIT.

To determine the amount of the Structural and Mechanical Improvements Credit for the purpose of calculating the Formula Price pursuant to Article 10.11, the Maximum Structural and Mechanical Improvements Credit shall be depreciated on a straight line basis for a period of fifteen (15) years following completion of construction. There will be no Structural and Mechanical Improvements Credit after the end of such 15-year period. Following is an example of the calculation of the Structural and Mechanical Improvements Credit:

Assume the following facts:
Lessee adds _______________________________
Maximum Structural and Mechanical Improvements Credit allowed is $7,500
Construction is completed on __________________________

To calculate the value of the Structural and Mechanical Improvements Credit at 15-year straight line depreciation, subtract $500 each year from $7,500 (the maximum Structural and Mechanical Improvements Credit allowed). The following table shows the value of the credit over the allowable 15-year depreciation period. The year, for purposes of this sample calculation, begins on September 1.
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<td>2018</td>
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<tr>
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<tr>
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<td>$ 500</td>
</tr>
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<td>2032</td>
<td>$ 0</td>
</tr>
</tbody>
</table>
EXHIBIT:
APPROVAL OF STRUCTURAL AND MECHANICAL IMPROVEMENTS CREDIT

1. Name of Lessee: ___________________________________

2. Address of Property: ________________________________, Evanston, IL 60201

3. Description of improvement (Check applicable improvement and describe as necessary.)
   ___ Repair/replacement of heating system due to safety hazard or failure of system due to full life span depreciation estimated at approximately 18 years
   ___ Repair/replacement of electrical components directly related to health and safety
   ___ Repair/replacement of plumbing components related to safety or flow problems
   ___ Repair/replacement of roof

4. Maximum amount of Structural and Mechanical Improvements Credit allowed:
   $__________________

5. Date construction completed: ______________________

6. Total cost of improvement (attach copy of all payment receipts): $ _______________

7. Date of inspection of improvement by Lessor: ________________

Based on the above information and acting as agent of Community Partners for Affordable Housing, I hereby approve a Mechanical and Structural Improvements Credit for the above described improvement for the maximum amount indicated. For purposes of calculating the value of the credit in determining the resale formula price pursuant to Article 10.11, a year will run from [insert month and date of the day immediately following completion of construction] through [insert month and date].

________________________________________    ___________________________________
(Name)      (Date)

__________________________________
(Title)
EXHIBIT: PERMITTED MORTGAGES

The provisions set forth in this Exhibit shall be understood to be provisions of Article 8 of the Lease to which the Exhibit is attached and in which the Exhibit is referenced. All terminology used in this Exhibit shall have the meaning assigned to it in the Lease.

A. STANDARD PERMITTED MORTGAGE: A “Standard Permitted Mortgage,” as identified in section 8.1 of the Lease to which this Exhibit is attached, shall be a mortgage that meets the following requirements.

1. Such Mortgage shall run in favor of either (a) a so-called institutional lender such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, a pension and/or profit-sharing fund or trust, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision, or (b) a “community development financial institution” as certified by the U.S. Department of the Treasury, or similar nonprofit lender to housing projects for low- and moderate-income persons.

2. Such Mortgage shall be a first lien on all or any of the Improvements and the Lessee’s interest in the Leased Premises (the “Security”).

3. Such Mortgage and related documentation shall provide, among other things, that in the event of a default in any of the mortgagor’s obligations hereunder, the holder of such Mortgage shall notify Lessor of such fact and Lessor shall have the right (but shall not have the obligation) within 120 days after its receipt of such notice, to cure such default in the mortgagor’s name and on mortgagor’s behalf, provided that current payments due the holder during such 120-day period (or such lesser time period as may have been required to cure such default) are made to the holder, and shall further provide that said holder shall not have the right, unless such default shall not have been cured within such time, to accelerate the note secured by such Mortgage or to commence to foreclose under the Mortgage on account of such default.

4. Such Mortgage and related documentation shall provide, among other things, that if after such cure period the holder intends to accelerate the note secured by such Mortgage or initiate foreclosure proceedings under the Mortgage, in accordance with the provisions of this Lease, the holder shall first notify Lessor of its intention to do so and Lessor shall have the right, but not the obligation, upon notifying the holder within thirty (30) days of receipt of said notice from said holder, to pay off the indebtedness secured by such Mortgage and to acquire such Mortgage.

5. Such Mortgage and related documentation shall provide, among other things, that, in the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure, upon acquisition of title to the Improvements and the Lessee’s interest in the Leased Premises by the Permitted Mortgagee, the Permitted Mortgagee shall give the Lessor written notice of such acquisition and the Lessor shall have an option to purchase the Improvements and acquire the Lessee’s interest in the Leased Premises from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage; provided, however, that the Lessor gives written notice to the Permitted Mortgagee of the Lessor’s intent to purchase the Improvements and acquire the Lessee’s interest in the Leased Premises within thirty (30) days following the Lessor’s receipt of the Permitted Mortgagee’s notice of such acquisition of the Improvements and Lessee’s interest; further provided that Lessor shall complete the purchase of the Improvements and acquisition of Lessee’s interest in the Leased Premises within sixty (60) days of having given written notice of its intent to purchase; and provided that, if the Lessor does not complete the purchase within such period, the Permitted Mortgagee shall be free to sell the Improvements and transfer the Lessee’s interest in the Leased Premises to another person;

6. Such Mortgage and related documentation shall not contain any provisions other than provisions generally contained in mortgages used for similar transactions in the Chicago land area by institutional mortgagees.

7. Such Mortgage and related documentation shall not contain any provisions which could be construed as rendering Lessor or any subsequent holder of the Lessor’s interest in and to this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and such Mortgage or any part thereof.
8. Such Mortgage and related documentation shall contain provisions to the effect that the holder of such Mortgage shall not look to Lessor or Lessor’s interest in the Leased Premises, but will look solely to Lessee, Lessee’s interest in the Leased Premises, the Improvements, or such other buildings and improvements which may from time to time exist on the Leased Premises, for the payment of the debt secured thereby or any part thereof (It is the intention of the parties hereto that Lessor’s consent to such Mortgage shall be without any liability on the part of Lessor for any deficiency judgment).

9. Such Mortgage and related documentation shall provide that in the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the holder of the Mortgage in accordance with the provisions of Article 9 hereof.

10. Such Mortgage and related documentation shall contain nothing that obligates Lessor to execute an assignment of the Ground Lease Fee or other rent payable by Lessee under the terms of this Lease.

B. RIGHTS OF PERMITTED MORTGAGEE: The rights of a holder of a Permitted Mortgage (“Permitted Mortgagee”) as referenced under section 8.2 of the Lease to which this Exhibit is attached shall be as set forth below.

1. Permitted Mortgagee shall without requirement of consent by the Lessor have the right, but not the obligation, to:
   a. cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance by a Permitted Mortgagee being effective as if it had been undertaken and performed by Lessee;
   b. acquire and convey, assign, transfer, and exercise any right, remedy or privilege granted to Lessee by this Lease or otherwise by law, subject to the provisions, if any, in said Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and
   c. rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of Permitted Mortgagee.

2. Permitted Mortgagee shall not, as a condition to the exercise of its rights under the Lease, be required to assume personal liability for the payment and performance of the obligations of the Lessee under the Lease. Any such payment or performance or other act by Permitted Mortgagee under the Lease shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Security and the premises. In the event Permitted Mortgagee does take possession of the Security and thereupon transfers the Security, any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Permitted Mortgagee shall automatically be released from personal liability under the Lease.

3. In the event that title to the estates of both Lessor and Lessee shall be acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage. In the event that the estate of Lessor is owned at any time by Lessee (regardless of a merger), or by any person in which Lessee has a direct or indirect interest, Permitted Mortgagee shall not be obligated to cure any default of Lessee under the Lease as condition to the forbearance by Lessor in the exercise of Lessor’s remedies as provided in the Lease.

4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors’ rights, Lessor shall enter into a new lease of the Leased Premises with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to Lessor’s approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection, or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to Lessor for such new lease within sixty (60) days after the effective date of such termination, rejection, or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the
Permitted Mortgagee to be the Lessee thereunder, and the Permitted Mortgagee shall have cured all defaults under the Lease which can be cured by the payment of money. Any new lease made pursuant to this section shall have the same priority with respect to other interests in the Premises as the Lease. The provisions of this section shall survive the termination, rejection, or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this section were independent and an independent contract made by Lessor, Lessee, and the Permitted Mortgagee.

5. The Lessor shall have no right to terminate the Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same.

6. In the event that Lessor sends a notice of default under the Lease to Lessee, Lessor shall also send a notice of Lessee’s default to Permitted Mortgagee. Such notice shall be given in the manner set forth in section 14.2 of the Lease to the Permitted Mortgagee at the address that has been given by the Permitted Mortgagee to Lessor by a written notice to Lessor sent in the manner set forth in said section 14.2 of the Lease.
Whenever any party under the Ground Lease shall have a right of first refusal as to certain property, the following procedures shall apply. If the owner of the property offering it for sale (“Offering Party”) shall within the term of the Ground Lease receive a bona fide, third-party offer to purchase the property that such Offering Party is willing to accept, the holder of the right of first refusal (the “Holder”) shall have the following rights:

a. Offering Party shall give written notice of such offer (“the Notice of Offer”) to Holder setting forth (a) the name and address of the prospective purchaser of the property, (b) the purchase price offered by the prospective purchaser and (c) all other terms and conditions of the sale, including without limitation a copy of the offer to purchase. Holder shall have a period of forty-five (45) days after the receipt of the Notice of Offer (“the Election Period”) within which to exercise the right of first refusal by giving notice of intent to purchase the property (“the Notice of Intent to Purchase”) for the same price and on the same terms and conditions set forth in the Notice of Offer. Such Notice of Intent to Purchase shall be given in writing to the Offering Party within the Election Period.

b. If Holder exercises the right to purchase the property, such purchase shall be completed within sixty (60) days after the Notice of Intent to Purchase is given by Holder (or if the Notice of Offer shall specify a later date for closing, such date) by performance of the terms and conditions of the Notice of Offer, including payment of the purchase price provided therein.

c. Should Holder fail to exercise the right of first refusal within the Election Period, then the Offering Party shall have the right (subject to any other applicable restrictions in the Ground Lease) to go forward with the sale which the Offering Party desires to accept, and to sell the property within one (1) year following the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice. If the sale is not consummated within such one-year period, the Offering Party’s right so to sell shall end, and all the foregoing provisions of this section shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one-year period, the purchaser shall purchase subject to a renewed right of first refusal in said property. In the event an option to purchase or a right of first refusal is exercised, the terms and conditions of this Lease, including without limitation the right to possession of the Property and the right to collect the Ground Lease Fee, shall remain in full force and effect until the closing date.
MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease ("the "Memorandum") is made and entered into this _____ th day of ____________, 201____ by and between ___________________, whose address is 2005 Grey Avenue, Evanston, IL 60201 ("Lessee") and Community Partners for Affordable Housing, an Illinois non for profit corporation ("Lessor"), whose address is 400 Central Avenue, #111, Highland Park, IL 60035.

WITNESSETH:

Lessor is the owner of certain real property located in the City of Evanston, County of Cook, State of Illinois, known as 2005 Grey Avenue (the "Leased Premises"), more particularly described as follows:

Lot 92 in Block 1 in J.S. Hovland's Evanston Subdivision of the Southeast Quarter of the Northwest Quarter of Section 13, Township 41 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

Commonly known as: 2005 Grey Avenue
Evanston, IL 60201

PIN: 10-13-104-026-0000

Lessee is the owner of the Improvements located on the Leased Premises and purchased the Improvements subject to the terms of an unrecorded Ground Lease between Lessor and Lessee ("Ground Lease"), which Ground Lease is dated ________________, 201__.

The provisions of the Ground Lease include, but are not limited to, the following:

1. The Ground Lease commences on ________________ and terminates on ________________. The Ground Lease is subject to a renewal for a period of ninety-nine (99) years.
2. The Ground Lease prohibits Lessee from mortgaging the Improvements and Lessee’s interest in the Leased Premises without prior consent of the Lessor.

3. The Ground Lease requires that in the event Lessee intends to sell the Improvements, Lessee shall notify Lessor of such intent; and that, thereupon, Lessor shall have the option to purchase the Improvements on the terms and conditions contained in the Ground Lease. The Improvements may not be conveyed to a third party without compliance with the terms of the Ground Lease.

4. The Ground Lease stipulates that the Lessee’s interest in the Leased Premises shall not be assigned, subleased, sold, or otherwise conveyed without the prior written consent of the Lessor.

5. The Ground Lease requires that the Leased Premises be used only for residential purposes. Any additions or alterations to the Improvements must comply with the terms of the Ground Lease.

6. The Ground Lease requires that no liens for services, labor, or materials shall attach to the Lessor’s title to the Leased Premises.

7. The Ground Lease requires the Lessee to make certain monthly payments.

8. The Ground Lease requires that this Memorandum of Ground Lease be recorded in the records of Cook County, Illinois.

This Memorandum of Ground Lease is executed pursuant to the provisions contained in the Ground Lease and is not intended to vary the terms and conditions of the Ground Lease, but is intended only to give notice of such Ground Lease and certain provisions thereof.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Ground Lease.

LESSOR:

By: Community Partners for Affordable Housing, an Illinois not-for profit corporation

By: ________________________________
Its: Executive Director

LESSEE:

By: ________________________________

By: ________________________________
ACKNOWLEDGMENT OF LESSOR

STATE OF ILLINOIS
)
)
)
COUNTY OF ________________
)

I, __________________________, a Notary Public in and for said County, in the State aforesaid, do hereby certify that __________________, the duly authorized __________________ of Community Partners for Affordable Housing, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing Memorandum of Ground Lease as such __________________, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his 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 official seal this ____ day of ______________, 2018.

__________________________
Notary Public

My Commission Expires:

__________________________

ACKNOWLEDGMENT OF LESSEE

STATE OF ________________
)
)
)
COUNTY OF ________________
)

I, __________________________, a Notary Public in and for said County, in the State aforesaid, do hereby certify that __________________, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing Memorandum of Ground Lease appeared before me this day in person and acknowledged that he/she (they) signed and delivered said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of ______________, 2018.

__________________________
Notary Public

My Commission Expires:

__________________________
OTHER EXHIBITS TO BE ATTACHED AS APPROPRIATE

PREMISES

Commonly known as: 2005 Grey Avenue
Evanston, IL 60201

PIN: 10-13-104-026-0000

RESTRICTIONS
To be attached when necessary to stipulate use restrictions not included under Zoning

INITIAL APPRAISAL
Memorandum

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

From: Johanna Leonard, Community Development Director
      Sarah Flax, Housing and Grants Administrator

Subject: Ordinance 80-O-17 Authorizing the City Manager to negotiate the Sale of City-Owned Real Property at 2005 Grey Avenue

Date: September 11, 2017

Recommended Action:
Staff recommends adoption of Ordinance 80-O-17 authorizing the City Manager to negotiate the sale of City-owned property at 2005 Grey Avenue to Evanston Township High School ("ETHS") according to the terms of the Development and Affordable Housing Agreement with Evanston Township High School and Community Partners for Affordable Housing ("CPAH") for the development of 2005 Grey Avenue as Affordable Housing. A two-thirds majority of City Council is required to adopt Ordinance 80-O-17.

Staff recommends suspension of the rules for Introduction and Action at the September 11, 2017 City Council meeting.

Livability Benefits:
Built Environment: Support housing affordability, and provide compact and complete streets and neighborhoods;

Equity & Empowerment: Ensure equitable access to community benefits, support quality human service programs, and support poverty prevention and alleviation.

Summary:
Ordinance 80-O-17 authorizes the City Manager to negotiate the sale of 2005 Grey Avenue to ETHS for the sum of $10.00. The property will be the site for the single family home constructed by ETHS per Resolution 70-R-17, Authorizing the City Manager to Execute a Development and Affordable Housing Agreement for the Construction of a Residential Home at 2005 Grey Avenue. Ordinance 80-O-17 is necessary to follow the procedural requirements outlined for the sale of City real property per Section 1-17-4-2 of the City Code.
ETHS students and staff will construct a single family home in the “Geometry In Construction” program. The home will be moved to 2005 Grey Avenue where construction will be completed and the home will be sold by CPAH to an income eligible household per the development agreement. Income eligible employees of Evanston Township High School and the City of Evanston will be prioritized for purchase of the property.

Attachment:
Ordinance 80-O-17 Authorizing the City Manager to negotiate the Sale of City-Owned Real Property at 2005 Grey Avenue
AN ORDINANCE

Authorizing the City Manager to Negotiate the Sale of City-Owned Real Property Located at 2005 Grey Avenue To Evanston Township High School District No. 202

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

SECTION 1: On July 10, 2017, the City Council adopted Resolution 58-R-17 authorizing the purchase of vacant land located at 2005 Grey Avenue, legally described in Exhibit A attached hereto and incorporated herein by reference (the “Subject Property”).

SECTION 2: On September 11, 2017, the City Council passed Resolution 70-R-17 to authorize the City Manager to execute a Development and Affordable Housing Agreement by and among the City, Evanston Township High School District (“ETHS”), and Community Partners for Affordable Housing to memorialize an agreement between the Parties for the construction of a single-family home by ETHS students and staff, to be placed on the Subject Property post-construction (the “Project”), which will be available as affordable housing to qualified individuals.

SECTION 3: ETHS students will design and construct the home structure at ETHS in the “Geometry in Construction” program, relocate it to the Subject Property where contractors will complete the construction, and the home will be sold to a buyer with a 99-year renewable ground lease to maintain affordability restrictions recorded against the Subject Property.

SECTION 4: The City acquired the Subject Property with Affordable Housing
Funds and wishes to negotiate the sale of the Subject Property to Evanston Township High School District.

SECTION 5: 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 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 8: 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 9: 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

Lot 3 in Community Hospital of Evanston Resubdivision of Lots 25 through 29 in Block 2 in Whipple’s Addition to Evanston in Section 13, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (the “Subject Property”); and

COMMON ADDRESS: 2005 Grey Avenue, Evanston, IL 60202

PERMANENT INDEX NUMBER(S): 10-13-104-026-0000
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 52-O-17, Authorization of the City Manager to Enter into a Real Estate Contract for the Sale of Certain City-Owned Real Property at 1714-18 Chicago Avenue to MHDC SLF LLC,

Date: August 23, 2017

Recommended Action:
Staff recommends City Council adoption of Ordinance 52-O-17, “Authorizing the City Manager to Enter into a Real Estate Contract with MHDC SLF, LLC for the Sale of Certain City-Owned Real Property Located at 1714-18 Chicago Avenue, Evanston, Illinois.” A two-thirds majority of City Council is required to adopt Ordinance 52-O-17

Livability Benefits:
Economy & Jobs: Expand job opportunities

Summary
Staff recommends City Council authorize the City Manager to execute the sales contract for the property for the negotiated price of $4,000,000. The appraised value of the property, completed April 14, 2016, is $4,000,000. The original offer of $5,000,000 contemplated a 14 story office building. Due to community feedback and input from immediate adjacent properties, the developer has agreed to lower the building to 11-stories with a reduced offer of $4,000,000.

The developer, MHDC SLF, LLC is proposing an eleven story 136,000 square foot office building, with the first three floors dedicated to parking. Renderings of the project are attached. Additional design details include achieving minimum of LEED Silver Certification Sustainable design with transit oriented features such as bike storage. The developer qualifications are also attached.

In accordance with City Code, public notice for the negotiation of this sale was published on August 24, 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.

Background:
Over the past several years, this property has been identified by multiple parties as a potential redevelopment site for mixed use office/residential, performing arts, housing, and hotels. Interest in office development for the site has increased as Evanston’s office vacancy rate declined and the demand for Class A office space increased. The placement of an office use would support the downtown retail and restaurant base, and would increase the City’s total tax base, which would help moderate tax increases for all Evanston taxpayers.

The property, commonly referred to as “the Library parking lot”, is an estimated 32,000 square feet. The parking lot is one of the City’s off street parking lots (Lot 3) and contains 74 parking spaces. The lot features a solar canopy solar powered charging station.

Staff issued a Request for Proposals in September 2016 and received three bids. In November 2016, the Economic Development Committee of the Evanston City Council approved a process that directed staff to work exclusively with one of the bidders, a development partnership consisting of Greg Stec, Bruce Larson, and Conor Commercial to gather community input prior to filing for the planned development approval process. The development team presented at numerous community meetings and had individual meetings with the Woman’s Club of Evanston, the Frances Willard House, and neighboring condominium associations. The community input impacted a number of changes including:

- Hiring a local architect, Paul Janicki, to redesign the building, in partnership with Holabird & Root
- Building redesigned to reflect historical context of Woman’s Club of Evanston and Frances Willard House
- Reduction from fourteen stories to eleven stories
- Building reduced in size from 207,000 square feet to 136,000 square feet
- South elevation design improvements including greeneries to provide better views from Woman’s Club of Evanston building.
- Increased setbacks along Chicago Avenue to better align with the adjacent properties.

As a result of reducing the size of the building from 14 stories to 11 (three floors), the developer has reduced the offer on the property from $5 million to $4 million.

Attachments:
- Ordinance 52-O-17
- Sales Contract for 100 Chicago Avenue
- Project Renderings
- Developer Qualifications
AN ORDINANCE

Authorizing the City Manager to Enter into a Real Estate Contract for the Sale of the Certain City-Owned Real Property at 1714 – 1718 Chicago Avenue

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

SECTION 1: Legislative Statement.

At the time of passage of this ordinance, the City of Evanston owns real property with a real property address of 1714 – 1718 Chicago Avenue, Evanston, Illinois, legally described in Exhibit A attached hereto and incorporated herein by reference (the "Subject Property").

The City Council of the City of Evanston determine that ownership of the surface parking lot at the Subject Property is no longer necessary, appropriate, required, or in the best interest of the City of Evanston. The City Council determined that the best interest of the City of Evanston would be served by the sale of the Subject Property to MHDC SLF, LLC, an Illinois limited liability company for the development of an office building and subject to the conditions contained within the agreement.

Pursuant to Ordinance 41-O-17, the City Council, by a vote of two-thirds (2/3) of the elected Aldermen then holding office directed that the Subject Property be sold by negotiation on behalf of the City. Negotiations commenced and concluded. The City Manager recommends that a sale between the City of Evanston as Seller, and MHDC SLF LLC, an Illinois limited liability company, as Buyer, be hereby accepted by the City
Council for the aforesaid Property legally described in Exhibit A. The City Council finds and determines that the best interests of the City of Evanston and its residents will be served by conveying the aforesaid Subject Property to MHDC SLF LLC on terms consistent with the Agreement for Purchase and Sale of Real Estate and in a form acceptable to the Corporation Counsel prior to execution, the proposed agreement is attached as Exhibit B and incorporated herein by reference (hereinafter, the “Agreement”).

**SECTION 2:** That the negotiated sale of the Subject Property to MHDC SLF LLC, as Buyer is hereby accepted by the City Council of the City of Evanston for the real Property legally described in Exhibit A and commonly known as 1714 – 1718 Chicago Avenue, Evanston, Illinois.

**SECTION 3:** The City Manager is hereby authorized and directed to sign the Agreement for Purchase and Sale of Real Estate, after it is in form acceptable to the Corporation Counsel, and the City Clerk is hereby authorized and directed to attest, the Agreement for Purchase and Sale of Real Estate in Exhibit B, pursuant to the terms of which the Property shall be conveyed. The City Manager is further authorized to negotiate any changes or additional terms and conditions with respect to the sale of the aforesaid Property as the City Manager may deem fit and proper.

**SECTION 4:** The City Manager is hereby authorized and directed to execute the Real Estate Sale Contract, and delivery such other documents, agreements, and certificates as may be necessary to the sale herein authorized, which are in a form acceptable to the Corporation Counsel. The City Clerk is directed to attest the signature on the Real Estate Sale Agreement.
SECTION 5: 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 6: Pursuant to City Code Subsection 1-17-4-2-(B)-3, Notice of Intent to Sell and Lease Certain Real Estate was published in the *Evanston Review*, a newspaper in general circulation in the City, on August 24, 2017. Said publication was neither less than fifteen (15) nor more than thirty (30) days before the date on which the City Council considered adoption of this ordinance authorizing the City Manager to execute a sales contract as the result of a negotiated sale.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 9: If any provision of this Ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

SECTION 10: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
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

Commonly known as:  1714 Chicago Avenue, Evanston, Illinois 60201
PIN: 11-18-208-015-0000

LOT 13 IN BLOCK 15 IN EVANSTON IN EAST FRACTIONAL HALF OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as:  1718 Chicago Avenue, Evanston, Illinois 60201
PIN: 11-18-208-014-0000

THE SOUTH 11 FEET OF LOT 15 AND ALL OF LOT 14 IN BLOCK 15 IN EVANSTON IN THE EAST FRACTIONAL HALF OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE ("Agreement") made and entered into as of the _____ day of __________, 2017 (the “Execution Date”), by and between the City of Evanston ("Seller") and MHDC SLF LLC, an Illinois limited liability company ("Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is the owner of that certain real property located in Cook County, Illinois, being more particularly described on Exhibit A attached hereto and being located at 1714 – 1720 Chicago Avenue, Evanston, Illinois (the "Property");

WHEREAS, Purchaser desires to purchase the "Subject Property" (as hereinafter defined) and Seller desires to sell the Subject Property to Purchaser for the price and pursuant to the terms, conditions and upon the representations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the purchase price noted below and other good and valuable consideration, the receipt whereof is hereby acknowledged by each party hereto from the other party hereto, and a hereinafter receipted deposit and in consideration of mutual covenants and conditions and promises herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitations are true and correct and are incorporated herein by reference.

2. Sale. Subject to and upon the terms and conditions hereof, Seller shall sell, transfer, assign and convey to Purchaser at the "Closing", as hereinafter defined: (i) fee simple title to the Property, together with all easements, rights-of-way and other appurtenances, inuring to the benefit of the Property and all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, avenue, open or proposed, in front of or adjoining the Land to the centerline thereof, and all right, title and interest of Seller in and to any awards made or to be made in lieu thereof, and in and to any unpaid awards for damage to the Property by reason of change of grade of any street; (ii) any and all improvements and fixtures located upon or under the Property ("Improvements"); and (iii) If any, all licenses, franchises, certificates of occupancy and other permits, rights and approvals relating to the Property, including, without limitation, relating to development, construction, operation and maintenance of the Property or the building(s), if any, located upon the Property, and all permits, licenses, studies, plans, reports and surveys, owned by Seller may have, pertaining to the Property (collectively “Intangibles”); and Purchaser shall accept such conveyance, subject to the conditions hereof and upon the representations and warranties herein made. The Property, the Improvements and Intangibles are hereinafter collectively referred to as the "Subject Property". Further, on or prior to a date which is three (3) days following the Execution Date, Seller covenants and agrees to deliver to Purchaser true and correct copies of the documents and agreements that constitute, establish or evidence the Intangibles. In addition, from and after the date hereof, Seller shall deliver such other documentation in Seller’s possession or control which may be reasonably requested by
Purchaser (the “Documents”) and "Seller’s Title Evidence" (as hereinafter defined). Seller will produce copies of the following due diligence documents:

(a) Copies of income and expense statements, year-end financial and monthly and annual operating statements of the Property for the current year and the three (3) years immediately preceding the date of the Agreement.

(b) Copies of all engineering and architectural plans and specifications, drawings, studies and surveys relating to the Property, in Seller’s possession or control, and copies of all records pertaining to the repair, replacement and maintenance of the mechanical systems at the Property, the roof and the structural components of the Property.

(c) Copies of Seller’s most recent owner’s title policy issued in connection with the Property and the most recent survey of the Property.

3. Purchase Price. In consideration of the Purchaser reducing the number of stories from____ to 11 stories, the City agrees to reduce the Purchase Price from $5,000,000 to $4,000,000. Purchaser shall pay to Seller Four Million Dollars ($4,000,000.00) for the Subject Property (the “Purchase Price”). If the Site Plan Approval process yields a reduction in the building stories from the original proposal of an 11-story development, the purchase price may be revisited by the parties. In the event the parties cannot reach an agreement on a reduction in purchase price, then upon written notice to the other party, either party elect to terminate this Agreement.

4. Payment of Purchase Price; Deposit; Due Diligence Period. The Purchase Price shall be paid as follows:

(a) Within three (3) business days following the Execution Date, Purchaser will deliver to Chicago Title and Trust Company, 10 South LaSalle St. Suite 3100, Chicago, IL 60603 ("Escrow Agent") the sum of Fifty Thousand and No/100 Dollars ($50,000.00) ("Deposit"), which amount shall be held by the Escrow Agent, at the expense of Purchaser, pursuant to the terms and provisions of Exhibit B, and which shall be credited toward the Purchase Price at Closing or otherwise disbursed in accordance with this Agreement. Subject to the terms and conditions of this Agreement, the Deposit shall become non-refundable following the expiration of the Due Diligence Period (as defined below), except in the event of Seller’s default under this Agreement or if this Agreement was terminated by Purchaser in accordance with the terms of this Agreement (or as otherwise set forth herein).

(b) The “Due Diligence Period” shall mean the period commencing on the Execution Date and ending on the date which is 60 days thereafter.

(c) The balance of the Purchase Price shall be payable at the Closing (as hereinafter defined), plus or minus prorations as hereinafter set forth, by wire transfer.

5. Title. Within five (5) days following the Execution Date hereof, Seller shall deliver to Purchaser a copy of any existing title insurance policy (if any) and survey for the Subject Property ("Seller's Title Evidence"). In furtherance of the foregoing, and not as a
limitation thereof, the state of Seller's title and the "Survey" (as hereinafter defined) and the state of title reflected thereby shall be such that Chicago Title Insurance Company ("Title Company") will issue a commitment ("Commitment") for the issuance of a 2006 ALTA Owner's Title Insurance Policy (i.e., with extended coverage over pre-printed exceptions) without exception other than the “Permitted Exceptions” (as hereinafter defined) for the amount of the Purchase Price (and the amount of Purchaser's contemplated improvements with a “pending improvements” clause). Seller will order the Commitment within five (5) business days of the Execution Date, and will provide a copy of same to Purchaser upon receipt. If Purchaser shall have any objection(s) with respect to the status of title to the Subject Property as reflected in the Commitment and/or the Survey, Purchaser shall notify Seller of such objections ("Title Notice") on or before thirty (30) days following Purchaser's receipt of the Commitment and Survey ("Title Review Period"). Purchaser shall have until the end of the Title Review Period to obtain a new survey of the Subject Property or an update of Seller's existing survey (if any) ("Survey"). Seller shall have the right, but not the obligation, to satisfy any objection stated in the Title Notice (except as expressly set forth in this Paragraph 5). Seller shall have thirty (30) days in which to satisfy any title objection; provided, however, Seller is not obligated to satisfy any title objection unless Seller so agrees in writing or as may be expressly required under this Paragraph 5. If, after the expiration of said thirty (30)-day period, Seller has not cured the defect(s) of which Purchaser gave notice, then Purchaser shall have the right, but not the obligation, until the end of the Due Diligence Period to attempt to cure such defect(s) in title. If, prior to the end of the Due Diligence Period, the title defect or defects cannot be corrected, then Purchaser shall have the right, but not the obligation to terminate this Agreement and upon termination Purchaser's Deposit shall be returned to Purchaser, and neither party shall have any claim against the other except as herein expressly stated. As set forth herein, "Permitted Exceptions" shall mean: (i) those matters shown on the Commitment as of the end of the Due Diligence Period and not objected to by Purchaser in writing; (ii) customary public utility easements shown on the Commitment; and (iii) taxes not yet due and payable. Notwithstanding anything herein to the contrary, in no event shall the term “Permitted Exceptions” be deemed to include any monetary liens, claims of liens or security interests, and any other liens arising after the date of the Commitment caused or permitted by Seller, and Seller shall remove the same at or prior to Closing.

Seller covenants to execute such reasonable affidavits and undertakings reasonably required by the Title Company to delete: (i) the Schedule B, Section 1 requirements in the Commitment (except liens which may arise out of mechanic liens with whom Purchaser has contracted); (ii) the standard printed exceptions in the Commitment which are customarily removable by such affidavits; and (iii) the gap exception.

6. **Conditions Precedent; Approval Period.** Unless waived in whole or in part in writing by the other party, this Agreement and the obligations of the parties to close the transaction hereunder are subject to and contingent upon each and all of the following (hereinafter sometimes collectively referred to as the "Conditions Precedent" and singularly as a "Condition Precedent"):  

(a) **Due Diligence Period Termination Right.** Purchaser, in its sole and absolute discretion, exercisable for any reason or for no reason, shall have the right, on or prior to the expiration of the Due Diligence Period, to terminate this Agreement upon written notice to
Seller, whereupon this Agreement shall promptly be deemed terminated and of no further force
and effect, the Deposit, and any interest accrued thereon, shall be returned to Purchaser and upon
such return Purchaser and Seller shall have no further obligations to each other, except as
expressly set forth in this Agreement.

(b) Approval Period. Purchaser shall have the period (i) commencing on the
date of expiration of the Due Diligence Period, and (ii) expiring at 5:00 p.m. Central Time on the
date which is 150 days thereafter (such period, the "Approval Period"), to undertake and obtain
its municipal approvals for zoning entitlements, site plan, and building permits, all necessary to
development property in Evanston per City Code (collectively, “Site Plan Approval”) for the
development of the Subject Property. If Purchaser cannot obtain Site Plan Approval within the
Approval Period, then both parties can terminate this Agreement, whereupon this Agreement
shall be deemed terminated and of no further force and effect, the Deposit, and any interest
accrued thereon, shall promptly be returned to Purchaser and upon such return to Purchaser and
Seller shall have no further obligations to each other, except as expressly set forth in this
Agreement.

(c) Performance of Other Party; No Pending Litigation.

(i) As a condition benefiting Seller only, at the Execution Date and at
Closing, all representations and warranties of Purchaser hereunder shall be true and correct in all
material respects, and all obligations of Purchaser hereunder shall have been performed in all
material respects.

(ii) As a condition benefiting Purchaser only, at the Execution Date
and at Closing, all representations and warranties of Seller hereunder shall be true and correct in
all material respects, and all obligations of Seller hereunder shall have been performed in all
material respects. In addition, as a condition benefiting Purchaser only, there shall be no pending
or threatened litigation involving the Subject Property or Purchaser’s contemplated development
thereon.

(d) No Material Adverse Change. As a condition benefiting Purchaser only,
except as permitted in this Agreement, there shall have been no adverse change to the title to the
Subject Property from the effective date of the Commitment, excluding any mortgage or liens of
Seller which shall satisfy at Closing, and at Closing the Title Company shall be prepared and
unconditionally committed to issue to Purchaser its owner’s policy of title insurance in the
amount of the Purchase Price, insuring fee title to the Property in Purchaser subject only to the
Permitted Exceptions and with “extended coverage” and such other endorsements that Purchaser
reasonably requires (“Title Policy”).

(e) Zoning. As a condition benefiting both parties, Purchaser shall have
obtain Site Plan Approval with the following (i) Site Plan Approval with 75 parking spaces to
replace the existing surface parking spaces for public use plus the minimum required parking
spaces for the zoning entitlement required under Title 6 of the City Code; and (ii) zoning for the
Subject Property shall allow for the future use of the building as offices and associated uses for
the operation of office space.
Purchaser and Seller both have the right to terminate this Agreement in the event of the failure of any Condition Precedent at or before Closing. Should this Agreement be terminated by Purchaser due to the failure of any Condition Precedent, the Deposit shall be forthwith returned to Purchaser by the holder thereof and all parties hereto shall be released and relieved from any and all further obligations hereunder or arising herefrom except as herein provided. If this Agreement is terminated by the Seller due to the failure of Condition Precedent (c)(i) or a failure to close by Purchaser in accordance with terms of this Agreement, then, provided Seller is not then in default of this Agreement, the Deposit shall be paid over to Seller and all parties hereto shall be released and relieved from any and all further obligations hereunder or arising herefrom except as herein provided.

7. Representations, Warranties and Covenants of Seller. As a material inducement to Purchaser to execute this Agreement and to close the transaction contemplated hereby and to pay the Purchase Price therefore, Seller warrants and represents to Purchaser that as of the date hereof and as of the Closing:

(a) Seller has the legal capacity to execute and deliver this Agreement and to execute and deliver all other documents and perform all other acts as may be necessary in connection with the performance of this Agreement and the consummation of the sale of the Property.

(b) Neither the execution and the delivery of this Agreement, the assumption of the obligations set forth in this Agreement, the consummation of the transactions contemplated in this Agreement, the performance of the covenants and agreements set forth in this Agreement nor the compliance with the terms and provisions of this Agreement will conflict with, or result in a breach of any of the terms, conditions or provisions of, or constitute a default under any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, loan or other agreement or instrument to which the Seller is a party, or by which the Seller or its property may be bound.

(c) No approval or consent not already obtained by any person or entity is necessary in connection with the execution and delivery of this Agreement by the Seller or the performance of the Seller’s covenants and agreements under this Agreement. The Seller agrees to work in good faith to facilitate Purchaser’s due diligence inspections and to assist and support Purchaser’s efforts to obtain the Site Plan Approval in a timely manner. Without limitation, upon request from Purchaser, Seller shall execute such applications and other necessary documents and provide such information that may be required or reasonably requested to obtain the Site Plan Approval (including submittals to the City of Evanston and other applicable governmental agencies), provided that Seller shall not be required to incur any liability as a consequence of such applications and submittals (unless Purchaser agrees to reimburse or indemnify Seller for the same). Further, upon request from Purchaser, Seller or its designated representatives shall attend public hearings and meetings with City of Evanston staff personnel.

(d) Seller is not aware of any judicial, administrative or similar proceeding affecting the Subject Property or Seller’s ability to perform its obligations under this Agreement.
(e) Seller has not made an assignment for the benefit of creditors of all or substantially all of its assets, is able to pay all or substantially all of its debts as they become due, has not been adjudicated as bankrupt or insolvent, nor has Seller filed a petition or application to any tribunal for the appointment of a trustee or receiver or any substantial part of its assets, or upon the commencement of any voluntary or involuntary bankruptcy (and, in respect of an involuntary bankruptcy, has not been discharged within sixty (60) days), reorganization or similar proceedings with such other party, or the entry of an order appointing a trustee or receiver or approving a petition in any such proceeding.

(f) Seller has good, marketable and insurable title to the Subject Property in fee simple and subject to no liens or encumbrances whatever other than (i) the Permitted Exceptions and (ii) monetary liens that will be satisfied and released by Seller at or prior to Closing.

(g) As of the Closing contemplated hereby, there shall be no unpaid bills for labor performed or materials supplied incident to the Subject Property, any of which will be paid off at Closing. A no-lien affidavit stating same will be delivered by Seller to Purchaser at Closing.

(h) To Seller’s knowledge, there are no pending or contemplated condemnation or eminent domain proceedings which would affect any portion of the Subject Property.

(i) Seller is not a party to and the Subject Property is not affected by any lease or other occupancy agreement, or any service, maintenance or property management agreements or any contracts or other agreements of any kind with respect to the Subject Property which is not reflected in the Permitted Exceptions; and Seller will not, without the prior written consent of Purchaser, enter into or amend any agreement, contract or lease which will be effective following the Closing.

(j) To Seller’s knowledge there is no pending or threatened litigation involving the Subject Property.

(k) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, so as to require the withholding of any portion of the Purchase Price for Federal income tax purposes, and Seller agrees to execute, at Closing, an affidavit evidencing same.

(l) The Subject Property is not the subject of a right of first refusal or option to purchase in any third party.

(m) The parties executing this Agreement are duly authorized to bind Seller without the further authorization of any person or entity.

(n) Seller shall, until Closing, maintain the Subject Property in its existing condition and carry such reasonable and customary liability insurance.
(o) Seller has not received written notice of the violation (actual or asserted) of any law, statute, code, ordinance, rule, regulation, court order or other legal requirement (collectively, “Laws”) applicable to the Property, including (without limitation), any Laws pertaining to hazardous or toxic materials or conditions and any Laws pertaining to human health or welfare or the protection of the environment. To Seller’s knowledge, no party has released, generated, produced, stored, treated, processed, transferred or disposed of any hazardous or toxic materials on the Subject Property.

(p) Seller has delivered to Purchaser all of the Documents in Seller’s possession or control and all such Documents are, to Seller’s knowledge, true, correct and complete in all material respects.

(q) The representations and warranties of the Seller set forth in this Paragraph 7 shall be made as of the date hereof and shall be true and correct as of the Closing Date with the same force and effect as if made at that time and will survive Closing for 6 months.

8. Representations and Covenants of Purchaser. The Purchaser hereby represents and warrants as to the Seller and covenants and agrees with Seller as follows:

(a) Purchaser is a limited liability company duly organized and existing under the laws of the State of Illinois, with the legal capacity to execute and deliver this Agreement and to execute and deliver all other documents and perform all other acts as may be necessary in connection with the performance of this Agreement and the consummation of the purchase of the Property.

(b) Neither the execution and the delivery of this Agreement, the assumption of the obligations set forth in this Agreement, the consummation of the transactions contemplated in this Agreement, the performance of the covenants and agreements set forth in this Agreement nor the compliance with the terms and provisions of this Agreement will conflict with, or result in a breach of any of the terms, conditions or provisions of, or constitute a default under any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, loan or other agreement or instrument to which the Purchaser is a party, or by which the Purchaser or its property may be bound.

(c) No approval or consent not already obtained by any person or entity is necessary in connection with the execution and delivery of this Agreement by the Purchaser or the performance of the Purchaser's covenants and agreements under this Agreement. Without limiting Purchaser's rights under Paragraph 6, Purchaser agrees to work in good faith during the Due Diligence Period and Approval Period and attempt to obtain the Site Plan Approval in a timely manner.

(d) The Purchaser is not aware of any judicial, administrative or similar proceeding which could materially and adversely affect the Purchaser's ability to perform its obligations under this Agreement.

(e) Purchaser will record a covenant in the form of a deed restriction that will ensure that the Subject Property and future building remains subject to and pays property taxes.
If a tax exempt entity subsequently purchases the Subject Property or the building, or a portion thereof, the future entity will pay the equivalent of property taxes owed to the taxing districts.

(f) Purchaser has not made an assignment for the benefit of creditors of all or substantially all of its assets, is able to pay all or substantially all of its debts as they become due, has not been adjudicated as bankrupt or insolvent, nor has Purchaser filed a petition or application to any tribunal for the appointment of a trustee or receiver or any substantial part of its assets, or upon the commencement of any voluntary or involuntary bankruptcy (and, in respect of an involuntary bankruptcy, has not been discharged within sixty (60) days), reorganization or similar proceedings with such other party, or the entry of an order appointing a trustee or receiver or approving a petition in any such proceeding.

(g) Except as set forth in this Agreement, Purchaser acknowledges and agrees that the Purchaser is relying solely upon its own inspections, investigations, analysis and independent assessment of the Property in determining whether to acquire the Property. The Purchaser also hereby agrees that the Seller sells the Property, and the Purchaser purchases and accepts the Property, in AS IS – WHEREIS CONDITION, WITH ALL FAULTS, without any warranties, representations, guarantees, statements, agreements, studies, reports, descriptions, guidelines or other information or materials whether oral or written, expressed or implied, of any kind or nature from the Seller, except as expressly set forth in this Agreement, and Seller has no responsibility to make any improvements to the Property. The Purchaser assumes all risks of the Property including, without limitation, the physical condition of the Property, compliance of the Property with any federal, state or local laws, statutes, ordinances, regulations, rulings, etc., or the suitability of the Property for any existing or future uses, subject to the terms of this Agreement.

(h) In the event Purchaser closes in accordance with this Agreement, shall be deemed to acknowledge, understand and agrees as follows: (i) the Purchaser is aware of the physical and geological condition of, and the status of title to, the Property and the Purchaser acknowledges that the Seller and the Seller's representatives have made no representations or warranties, regarding the physical and geological condition of, and status of title to, the Property or the suitability of the Property for the Purchaser's proposed use, except as expressly set forth in this Agreement; (ii) the Purchaser is satisfied with the soils and the soil compaction of the Property; (iii) the Purchaser has evaluated the environmental condition of the Property, has conducted all environmental tests and assessments of the Property which the Purchaser believes are necessary, and is satisfied with the environmental condition of the Property; and (iv) the Purchaser has examined the zoning ordinance, building code and other laws, codes, statutes, regulations, covenants and restrictions relating to the Property and the Purchaser assumes all risks relating to such zoning ordinance, building code and other laws, codes, statutes, regulations, covenants and restrictions relating to the Property.

(i) Subject to the terms of this Agreement, in the event Purchaser closes in accordance with this Agreement, the Purchaser hereby releases the Seller and Seller's representatives from all responsibility and liability regarding the condition (including, without limitation, the presence at or near the Premises of materials or substances that have been or may be in the future determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or
future federal, state and local laws, regulations or guidelines, whether or not considered to be one of the Hazardous Materials), valuation, marketability, compliance with laws, or utility of the Property, or its suitability for any purpose whatsoever, except that the foregoing shall not limit Purchaser’s remedies in the event of a breach of Seller’s express representations or warranties hereunder.

(j) The representations and warranties of the Purchaser set forth in this Paragraph 8 shall be made as of the date hereof and shall be true and correct as of the Closing Date with the same force and effect as if made at that time.

9. Inspections; NFR Letter. Seller hereby grants to Purchaser and Purchaser's agents, employees, servants and contractors the right to go upon the Subject Property during the term of this Agreement and make such tests and investigations and do such things, including, but not limited to, surveying of the Subject Property as Purchaser shall deem necessary or appropriate, including, but not limited to, tests and investigations that may be necessary for Purchaser to determine that Purchaser can utilize the Subject Property for its contemplated use. All of Purchaser’s costs and expenses incurred in connection with its due diligence at the Property, including without limitation, all inspection and testing, and obtaining and reviewing reports, appraisals, materials and documents are the sole and absolute responsibility of Purchaser and such obligations to pay these costs and expenses shall not be a credit against the Purchaser’s obligation to pay the Purchase Price at Closing. Neither Purchaser, nor any of its agents or representatives, shall damage the Property or any portion thereof unless the same shall promptly be repaired by Purchaser at Purchaser’s sole cost and expense. Purchaser shall indemnify and hold Seller harmless for damage to persons or property from any claims, demands, actions, lawsuits, damages, construction liens against the Subject Property and costs, including reasonable attorneys’ fees, arising out of any act or omission of Purchaser, or its agents and/or representatives, in connection with Purchaser’s due-diligence review, investigations, tests and surveys; provided, however, that Purchaser shall not be liable for the mere discovery of any pre-existing condition at the Subject Property. The foregoing indemnity shall survive the termination or cancellation of this Agreement and shall survive Closing.

10. Conveyance. The conveyance of the Subject Property by Seller to Purchaser shall be by special warrant deed in a form sufficient to vest title in Purchaser pursuant to Paragraph 5. Seller and Purchaser acknowledge that time shall be of the essence as to all acts of Purchaser and Seller hereunder. Seller agrees to execute and deliver to Purchaser, at Closing an assignment of the Intangibles and, if applicable, a bill of sale in customary form conveying any personalty associated with the Subject Property. Seller shall also deliver to Purchaser at Closing (i) a Foreign Investment in Real Property Tax Act affidavit executed by Seller, (ii) evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy, and (iii) such other documents as may be reasonably necessary or required by the Title Company to effectuate the transaction contemplated herein. Seller and Purchaser shall each deposit with Escrow Agent an executed closing statement consistent with this Agreement in the form required by Escrow Agent.
11. **Closing**

(a) Unless extended by any other provisions of this Agreement, the "Closing" of the transaction contemplated by this Agreement (execution and delivery of the special warranty deed, as well as the execution and delivery of all other documents required pursuant to this Agreement and the payment of all sums required to be paid) shall take place upon the date selected by Purchaser by notice to Seller at least five (5) business days in advance of such date, but in any event on or before [sixty (60) days] after the expiration of the Approval Period.

(b) Seller agrees to execute at Closing an undertaking required by the Title Company to delete the "gap" exception.

12. **Expenses.** The parties agree that the following shall be the schedule of obligations with respect to the Closing expenses hereunder, to wit:

(a) Seller shall pay for:

   (i) any state, county and municipal documentary stamp taxes (or other transfer taxes) and surtaxes, if any, on the special warranty deed; and

   (ii) the premium for the Title Policy providing coverage equal to the Purchase Price (including extended coverage but not any other endorsements), and the cost of correcting any title defects;

   (iii) one-half (1/2) of the escrow fees of the Title Company as escrow agent and for the escrow closing;

   (iv) all prorations to and including the Closing Date for real estate taxes, special assessments or fees, water bills, utility charges or other similar expenses.

(b) Purchaser shall pay for:

   (i) the cost of its due diligence, including any survey;

   (ii) the recording of the special warranty deed and any other conveyance documents, or mortgage, deed of trust, assignments of rents, financing statements or similar documents evidencing or securing the obligations of the Purchaser under a mortgage loan or other loan secured by the Property;

   (iii) one-half (1/2) of the escrow fees of the Title Company as escrow agent and for the escrow closing;

   (iv) the premium on the Title Policy for coverage in excess of the Purchase Price and costs for any endorsements thereto (other than extended coverage); and
(v) all of the costs of the premium and related costs charged by the Title Company for the issuance of any mortgage title insurance policy and any endorsements thereto.

(c) All governmental and quasi-governmental improvement liens which have been certified as of the Execution Date shall be paid by Seller and, if not certified, Purchaser shall receive a credit, at Closing, in an amount equal to 150% of the latest estimate therefor by the applicable governmental agency, provided that, upon request by either party hereto, the parties hereto shall, upon the actual amount of such lien being established, make whatever adjustments are necessary to reflect the actual amount of the lien notwithstanding the fact that the Closing of the transaction contemplated by this Agreement has occurred.

(d) Accrued and unpaid real property taxes and personal property taxes shall be prorated as of the date of Closing on an accrual basis based on the parties’ respective periods of ownership, and Purchaser shall receive a credit for 110% of the estimated accrued and unpaid real property taxes and personal property taxes relating to Seller’s period of ownership. If the Closing occurs on a date when the taxes for the year of Closing are not fixed, but the then-current year's assessment is available, taxes for such year will be prorated based upon such assessment. If such year's assessment is not available, taxes will be prorated based upon the then-prior year's tax. Except as otherwise specifically provided in this Agreement, all expenses and revenues of the Subject Property shall be prorated or credited as the case may be to the day of Closing. The provisions of this Paragraph shall survive the Closing. Any parking taxes owed to the City of Evanston will be paid prior to Closing by the Seller.

13. **Possession.** Possession of the Subject Property shall be delivered by Seller to Purchaser at Closing. Risk of loss to the Subject Property between the Execution Date and the date of the Closing shall be upon Seller.

14. **Condemnation.** In the event that any condemnation or eminent domain proceedings are threatened or instituted at any time prior to the Closing hereunder which results in or could result in the taking of any part or all of the Subject Property, Purchaser, by written notice given within thirty (30) days after notification thereof from Seller (and the Closing Date shall be extended accordingly to allow for such notice period, if necessary), shall have the option of: (i) canceling this Agreement, in which event the Deposit shall be forthwith returned by the holder thereof to Purchaser and upon such repayment, this Agreement shall be null, void and of no further force or effect and all parties hereto shall be released and relieved from any and all further liability or obligations hereunder, except those that survive termination of this Agreement; or (ii) Closing the transaction contemplated by this Agreement, in which event the Purchase Price shall not be abated; provided, however, that Seller shall assign (with any necessary third-party consents) any condemnation or eminent domain award and its right to receive same to Purchaser. Seller agrees not to enter into any settlement of any condemnation proceedings or eminent domain proceedings without the prior written consent of Purchaser, and Seller agrees to immediately notify Purchaser in the event any condemnation or eminent domain proceeding be threatened or instituted. Purchaser’s right to consent to any such settlement shall terminate on the date contemplated for Closing pursuant to this Agreement in the event Purchaser has not closed by such date.
15. **Anti-Terrorism and Anti-Money Laundering Compliance**

(a) **Compliance with Anti-Terrorism Laws.** Neither the Purchaser, the Seller, nor any person who owns a direct controlling interest in or otherwise controls the Purchaser or the Seller, or any assignee of the Purchaser, is (i) listed on the Specially Designated Nationals and Blocked Persons List (the "SDN List") maintained by the Office of Foreign Assets Control ("OFAC"), Department of Treasury, and/or on any other similar list ("Other Lists" and collectively with the SDN List, the "Lists") maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, the "OFAC Laws and Regulations"); or (ii) a person (a "Designated Person") either (A) included within the term "designated national," as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the "Executive Orders").

(b) **No Violation of Anti-Money Laundering Laws.** Neither Purchaser, any assignee of the Purchaser, nor any holder of a direct interest in an assignee of the Purchaser (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering under 18 U.S.C. §§ 1956 and 1957, drug trafficking, terrorist-related activities or other money laundering predicate crimes, or any violation of the BSA, (ii) has been assessed civil penalties under any Anti-Money Laundering Laws, or (iii) has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws. For purposes of this Paragraph 15, the term "Anti-Money Laundering Laws" means the Bank Secrecy Act, 31 U.S.C. §§ 5311 et seq. ("BSA"), and all applicable laws, regulations and governmental guidance on BSA compliance and on the prevention and detection of money laundering violations under 18 U.S.C. §§ 1956 and 1957.

16. **1031 Exchange.** The parties acknowledge that Seller, or its assignees, may structure the sale of this Property so as to qualify for like-kind exchange treatment pursuant to §1031 of the Internal Revenue Code or other provisions providing favorable tax treatment. Accordingly, prior to each Closing, Seller reserves the right to assign this Agreement to a qualified exchange intermediary or other third party to the extent necessary to facilitate the exchange and shall give written notice of such assignment identifying the assignee at or prior to each Closing. As an accommodation to Seller, Purchaser agrees to accept performance pursuant to this Agreement from Seller’s assignee to the extent of such permitted assignment and to perform pursuant to this Agreement for the benefit of Seller’s assignee, provided that Purchaser shall not be required to acquire replacement property for Seller or to incur any additional expense therefor and title to the Property shall be conveyed directly from Seller to Purchaser by the deed as required by this Agreement. Notwithstanding the foregoing, Seller shall remain primarily liable for the performance of the terms of this Agreement. If Purchaser desires to structure its acquisition of the Subject Property to qualify for like-kind exchange treatment pursuant to §1031 of the Internal Revenue Code or other provisions providing favorable tax treatment, Seller shall reasonably cooperate with Purchaser to effectuate the same.

17. **Closing Representations.** The obligations of Purchaser and Seller under this Agreement are subject to all of the representations and warranties of the other party contained in
this Agreement having been true and correct in all material respects on the date hereof and on the
date of Closing.

18. **Default.**

   (a) If Purchaser shall default in the payment of the Purchase Price or otherwise default in any of the terms, covenants and conditions of this Agreement on the part of Purchaser to be performed in any material respect, or if any of the representations and warranties made by Purchaser herein shall be in any respect untrue in any material respect, Seller shall, as its sole and exclusive remedy, retain the Deposit as full and agreed upon liquidated damages in full settlement of any and all claims against Purchaser for damages or otherwise and Purchaser shall have no other or further liability hereunder other than any liability under any indemnification provisions in this Agreement. The parties acknowledge that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of Purchaser's default because the exact amount of damages is incapable of ascertainment. Notwithstanding any provision of this Agreement to the contrary, Purchaser shall not be in default hereunder, unless Seller shall have provided written notice of the alleged default and a period of ten (10) days after receipt of notice to cure same.

   (b) If on or before the Closing:

      (i) Seller is unable to deliver good, marketable and insurable title to the Subject Property subject only to the Permitted Exceptions, it being acknowledged by Purchaser that Seller is not obligated to cure title objections (other than as expressly set forth in Paragraph 5) as set forth in Paragraph 5; or

      (ii) Seller shall have failed to comply with any other material term, provision, covenant, agreement or condition of this Agreement; or

      (iii) any of the representations and warranties made by Seller herein shall be in any respect untrue in any material respect,

and if such failure, default or misrepresentation is not cured by Seller within ten (10) business days after notice thereof from Purchaser, then the Deposit shall immediately be returned to Purchaser, and Purchaser shall have the right:

   (A) to cancel this Agreement by giving written notice to Seller whereupon this Agreement shall be deemed to be terminated, and Seller shall reimburse Purchaser for its actual out-of-pocket expenses incurred in connection with pursuing the transaction contemplated hereunder; or

   (B) to take title subject to the defect, exception, objection, inaccuracy or failure; or

   (C) to pursue an action for specific performance.
Without limiting Purchaser's rights contained in this Paragraph, in case of a Seller lien or Seller encumbrance on the Subject Property which can be removed at the time of Closing by payment of a liquidated amount, Seller covenants and agrees, at Purchaser's request, to remove such lien or encumbrance at Closing so that the Subject Property can be conveyed to Purchaser free of same except non-delinquent real estate taxes which are not yet due and payable.

19. **Attorney’s Fees.** In connection with any litigation arising out of this Agreement, the each party to cover its own costs and expenses incurred, including, but not limited to, attorneys' fees actually incurred.

20. **Notices.** All notices pursuant to this Agreement shall be in writing and shall be considered as properly given or made (i) upon the date of personal delivery (if notice is delivered by personal delivery), (ii) on the date of delivery, as confirmed by electronic transmission (if notice is delivered by email transmission), (iii) on the day one (1) business days after deposit with an nationally recognized overnight courier service (if notice is delivered by internationally recognized overnight courier service), or (iv) on the third (3rd) business day following mailing, if within the United States, by first class United States mail, postage prepaid, certified mail, return receipt requested (if notice is given in such manner).

Notices as to Seller shall be sent to:

The City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201  
Attn: Wally Bobkiewicz, City Manager  
Email: wbobkiewicz@cityofevanston.org

With a copy to:

City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201  
Attn: W. Grant Farrar, Corporation Counsel  
Email: mmasoncup@cityofevanston.org

Notices as to Purchaser shall be sent to:

[To be inserted by Purchaser]

The place to which any party hereto is entitled to receive any notice may be changed by such party by giving notice thereof in accordance with the foregoing provision. Attorneys for either party may give notices on behalf of their respective clients.

21. **Brokers.** Each party hereto represents and warrants to the other party that it has not employed or retained any broker, finder or other intermediary in connection with the transactions provided for in this Agreement and that it has not had any dealings with any person
or entity which may entitle such person or entity to a fee or commission, except Tim Rosinski at Coldwell Banker for Seller. Seller agrees that Seller is solely responsible for all fees, commissions and other payments due to the named broker. Additionally, each of the parties agrees that, should any claim for a commission or fee be made by another broker, then the party breaching the representation and/or warranty set forth in this Paragraph 21 will indemnify, defend and hold harmless the other party from and against any and all claims, liabilities, damages, expenses (including, without limitation, reasonable attorneys’ fees) and costs resulting from such claim for a commission or fee.

22. **Intentionally Deleted.**

23. **Exclusivity.** From the Execution Date through the termination of this Agreement or the Closing, as applicable, Seller will not discuss or negotiate with any third party the sale or other disposition of any of the Subject Property, or enter into any contract (whether binding or not) regarding any sale or other disposition of the Subject Property.

24. **Venue.** This Agreement shall be governed by and enforced and construed under the laws of the State of Illinois.

25. **Assignment.** Purchaser shall have the absolute right and power to assign this Agreement and its interests in this Agreement to an entity affiliated with Purchaser or its principals, provided that such assignment should not relieve it of its obligations under this Agreement, and Seller shall close the transaction contemplated by this Agreement with such assignee; otherwise, this Agreement is not assignable.

26. **No Recording.** The Purchaser agrees it shall not record this Agreement or a memorandum hereof, and in the event the Purchaser does record this Agreement or a memorandum of this Agreement, then the Purchaser shall be deemed in default hereunder, and at the option of the Seller, the Purchaser’s rights under this Agreement shall be null and void and of no further force and effect and the Seller shall have the right to exercise all of its rights and remedies under this Agreement.

27. **Terms.** Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

28. **Miscellaneous.**

(a) This Agreement shall not be construed more strictly against either party, it being acknowledged that each party actively participated in the preparation of this Agreement.

(b) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and/or assigns.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. This Agreement may be executed via telecopy or electronically.
(d) No waiver or modification of any provision of this Agreement shall be effective unless it is in writing and signed by Purchaser and Seller, and shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

(e) Time is of the essence with respect to all time periods set forth in this Agreement.

29. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. Except where otherwise noted, the last day of any period of time described herein shall be deemed to end at 5:00 p.m. in the jurisdiction in which the Property is located.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date.

PURCHASER:

MHDC SLF LLC
an Illinois limited liability company

By:_________________________
Name:_______________________
Title:_________________________

SELLER:

THE CITY OF EVANSTON

By:_________________________
Name:_______________________
Title:_________________________
EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Commonly known as: 1714 Chicago Avenue, Evanston, Illinois 60201
PIN: 11-18-208-015-0000

LOT 13 IN BLOCK 15 IN EVANSTON IN EAST FRACTIONAL HALF OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1718 Chicago Avenue, Evanston, Illinois 60201
PIN: 11-18-208-014-0000

THE SOUTH 11 FEET OF LOT 15 AND ALL OF LOT 14 IN BLOCK 15 IN EVANSTON IN THE EAST FRACTIONAL HALF OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
EXHIBIT B

ESCROW INSTRUCTIONS

1. Investment and Use of Funds. For purposes of this Exhibit B, the Deposit, including any interest thereon, shall be collectively referred to herein as the “Earnest Money.” The Escrow Agent shall invest the Earnest Money in government insured interest-bearing accounts satisfactory to Purchaser, shall not commingle the Earnest Money with any funds of the Escrow Agent or others, and shall promptly provide Purchaser and Seller with confirmation of the investments made. If the Closing under this Agreement occurs, the Escrow Agent shall deliver the Earnest Money into the closing escrow upon the instructions of Purchaser, to be applied against the Purchase Price.

2. Termination before Expiration of Due Diligence Period. The Due Diligence period under the Agreement expires on __________, 2017. If Purchaser elects to terminate the Agreement pursuant to the terms of this Agreement, Escrow Agent shall pay the entire Earnest Money to Purchaser two business days following receipt of a copy of the Due Diligence Termination Notice from Purchaser (as long as the current investment can be liquidated in two days). No notice to Escrow Agent from Seller shall be required for the release of the Earnest Money to Purchaser by Escrow Agent. The Earnest Money shall be released and delivered to Purchaser from Escrow Agent upon Escrow Agent’s receipt of a copy of the Due Diligence Termination Notice despite any objection or potential objection by Seller. Seller agrees it shall have no right to bring any action against Escrow Agent which would have the effect of delaying, preventing, or in any way interrupting Escrow Agent’s delivery of the Earnest Money to Purchaser pursuant to this Section, any remedy of Seller being against Purchaser, not Escrow Agent.

3. Termination after Expiration of Due Diligence Period. Except as otherwise expressly provided herein, at any time after the expiration of the Due Diligence Period, upon not less than 5 business days’ prior written notice to the Escrow Agent and the other party, Escrow Agent shall deliver the Earnest Money to the party requesting the same; provided, however, that if the other party shall, within said 5 business day period, deliver to the requesting party and the Escrow Agent a written notice that it disputes the claim to the Earnest Money, Escrow Agent shall retain the Earnest Money until it receives written instructions executed by both Seller and Purchaser as to the disposition and disbursement of the Earnest Money, or until ordered by final court order, decree or judgment, which is not subject to appeal, to deliver the Earnest Money to a particular party, in which event the Earnest Money shall be delivered in accordance with such notice, instruction, order, decree or judgment.

4. Interpleader. Subject to Section 2 above, in the event of any controversy regarding the Earnest Money, unless mutual written instructions are received by the Escrow Agent directing the Earnest Money’s disposition, the Escrow Agent shall not take any action, but instead shall await the disposition of any proceeding relating to the Earnest Money or, at the Escrow Agent’s option, the Escrow Agent may interplead all parties and deposit the Earnest Money with a court of competent jurisdiction. Seller or Purchaser, whichever loses in any such interpleader action, shall be solely obligated to pay such costs and fees of the Escrow Agent.
5. **Liability of Escrow Agent.** The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement, but shall be liable for its negligent acts and for any loss, cost or expense incurred by Seller or Purchaser resulting from the Escrow Agent’s mistake of law respecting the Escrow Agent’s scope or nature of its duties. Seller and Purchaser shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys’ fees, incurred in connection with the performance of the Escrow Agent’s duties hereunder, except with respect to actions or omissions taken or made by the Escrow Agent in bad faith, in disregard of this Agreement or involving negligence on the part of the Escrow Agent.
Executive Summary

Throughout the last six months within the City of Evanston there have been a few changes in regards to the development of the property located at 1714-1720 Chicago Avenue commonly known as the “Library Parking Lot”. To start, after our initial 1st Ward Community Meeting on Tuesday December 6th, our partner, Connor Commercial together with its design team (Wright Architects) mutually agreed to “step down” from their role as the Development/design team and remain in the project just as the General Contractor or Mc Shane Construction Company. Bruce Larson along with Gregory Stec, the original team members, have agreed to forge ahead and “stay the course” in developing the City of Evanston’s “Library Parking lot”.

One crucial addition to the team was finding an architect that understood the climate of design and historical significance within the City of Evanston. Paul Janicki from the Paul Janicki Architects Inc. was introduced to Gregory Stec at the 1st ward meeting, and after numerous conversations, was ultimately retained by the Group to act as the new Lead Design Architect for the Project.

While choosing the right architect for the task at hand was crucial, listening to our adjacent neighbors (i.e. Woman’s Club of Evanston and Frances Willard Foundation) was also a high priority for the development to move forward. Thus, Bruce and Gregory met with both groups at 1702 Chicago on the following dates:

1) 11/28/2016 Initial Meeting
2) 12/2/2016 Tour and Meeting
3) 12/9/2016 Meeting with Women’s Club Attorney and Group
4) 2/21/2017 Meeting with both groups with Paul Janicki

In addition, the development team has also met with the City of Evanston staff during this 6 month period to take direction on conceptual design, bulk and height. Currently, our project team believes an 11-story office development project will allow for the following:

- Replace all 74 public parking stalls at the same rate as the library lot.
- Allocate the first three floors to car parking, while provide a Frances Willard viewing center on the first floor, and provide a beautiful “Green” backdrop for the Women’s club to the south for certain occasions and events such as weddings.
- Provide eight floors of new Class A office space at +/- 17,000 square feet per floor for a total of +/- 136,000 square feet. Again, this will help stem the flow of businesses leaving Evanston due to a lack of available high quality space. (*Down from the initial 207,000 Square feet proposed at 14 stories)
- Create significant new real estate tax revenue for the City of Evanston
- Deed Restrict the Property in perpetuity. Thus, it cannot be sold to a Non-for-Profit or Non-Tax Exempt Entity such as Northwestern University
- The Proposed 11-story height is in context with surrounding office and residential buildings.
• Bring new office workers to the area (approximately 500) who will shop and dine at locally owned businesses and restaurants
• Provide an opportunity to keep local employers such as “LiveWatch” in Evanston.
• Due to the decrease in rentable square footage, along with the increase in the price per square cost of construction, the realization of full asking price for the land is unrealistic.

**Purchase Price**

$4 MM

This bid price is conditioned on the City of Evanston providing:

- Zoning and conceptual plan approval within the contract due diligence
- City of Evanston approval to develop a minimum of 136,000 rentable square feet of market rate office product
- 90 days of due diligence time for physical site investigation
- Purchaser will agree to place a deed restriction on the property prohibiting the sale of any portion of the building to a non-real estate tax paying entity
- City of Evanston to provide relief on required parking count for office space
- Commitment from staff to fast-track the entitlement process

**Project Description**

The overall project design is intended to blend and capture the City's historic architectural heritage while fostering civic pride among 1st ward residents. The initial elevation was originally planned to be 14 Stories, but after our 1st Ward initial Community meeting, the proposed building was lowered to 11 Stories. The first three floors of the building will be dedicated to car parking to minimize the impact of the project given the density of the neighborhood.

Given the small 27,000 square foot land parcel, the proposed project’s initial plan was to maximize the development potential, but has now changed. With outside input and staff input, our development team is mindful of the streetscape, instituting more green elements into our front & side elevations, and thoughtful/strategic about traffic flow in the alley.

**Design Plans**

Proposed development calls for an 11-story office building with the first 3 levels dedicated to car parking providing:

- Rentable square footage of approximately 136,000 square feet.
- 3-4 elevator’s located at the lobby level
- Sustainable design with transit oriented features such as bike storage
- Outdoor meeting and plaza areas
- Flexible floor plates and an efficient mechanical system to reduce operating costs
- Minimum of LEED Silver Certification

Development Team has provided the design plans listed below on the following pages:
Developer Entity

A Self Purposed LLC will be created for the proposed development. The members of the LLC will be:

- Gregory Stec
- Bruce Larson
- Institutional Joint Venture Partner / Owners Representative

Greg Stec will be the lead manager and principal of Self Purpose LLC. Greg has multiple years of experience in the development, construction and property management of residential apartments in Chicago and the surrounding suburbs. For your reference, attached* are examples of recently built and in-progress projects. As demonstrated by these examples, our team’s focus is developing successful projects. Our team owns and manages the projects. In addition the development of these projects will contribute to the local economy by creating new job opportunities during the construction phase and permanent positions for site management and maintenance of the complex. The apartments also bring a new consumer base to the local business area.

- Bruce Larson: Forthcoming
- Institutional JV Partner: Forthcoming

Sources and Uses

A project budget consisting of land at $4 MM and improvements estimated at $47,000,000 will be refined and finalized in the due diligence process. The source of funds will be provided by the Self Purpose LLC together with an institutional Joint Venture Partner where there is an existing relationship already in place.

Project Schedule

- Contract Execution: May 22, 2017
- Zoning and Entitlements: September 22, 2017
- Land Closing: October 1, 2017
- Construction Start: October 7, 2017
- Construction Complete: March 12, 2019
Lacey Creek in Downers Grove
Downers Grove, IL - 72% Complete
This three-story, 120,000 sf senior living apartment facility includes 120 units in one- and two-bedroom layouts, four elevators, and a multi-purpose room. Other features include a spacious patio, cafe, and theatre. Scheduled for completion in September 2016, the total construction cost is $31.6M.

Castillo/PennyCuff Apartments
Chicago, IL - Entitlement Stage
This 84-unit LGBTQ building broke ground in August 2016. The Transit Oriented Development includes studio, one-, and two-bedroom units with ground level commercial. Features include a green rooftop, secure bike storage, Juliet balconies, multi-purpose room, and lobby. The development cost is $22M.

Diversey Manor Apartments
Chicago, IL - In For Construction Permit
This three-story building houses 75 one-bedroom and 23 studio apartments. The building includes secure bike storage, a multi-purpose room, and a lobby. An added feature is a planting garden for the use of residents. Construction on this $18M development is scheduled to start approx. Dec. 2016.

4501 North Winchester
Chicago, IL - Planning Stage
This 94-unit senior living facility is located on a former hospital site. Incorporating the current shell, the MEP elements will be replaced and light and ventilation will be maximized. Features include a dining room, a gift shop, and a multi-purpose room. The $144M project is scheduled to start construction approx. Dec. 2016.

Prairie Green at Dixie Crossing
Chicago Heights, IL - Complete
Completed in 2013, Prairie Green is a 238-unit senior housing apartment building that features 144 studio and one-bedroom apartments. Currently 94% occupied, this complex includes a formal lobby space, main dining room, multi-purpose room, recreation rooms, private dining rooms, an outside patio and garden, a library, and a hair salon.

Prairie Green at Fay's Point
Blue Island, IL - Complete
This senior living apartment building was completed in 2014. The complex features one bedroom apartments, a main dining room, private dining rooms, business center, billiards and recreation rooms, fitness center, lounges, and a library. The construction cost for this complex is $17M.

Cottages at Cathedral Square
Belleville, IL - Complete
Completed in 2005, this development features clusters of free-standing villa-style units and a two-story apartment building that are reminiscent of cottages in their scale and design. The cottages, built on land once owned by the Roman Catholic Archdiocese of Bellevue, features a community room, fitness center, planting gardens, and patios. The total construction cost is $8M.

Developers Summary
- Greg Sec - head of all projects in portfolio
- Consultants - each project has a set of consultants custom picked by Greg Sec. Note that each project does not have the same consultants because of location and building type.
- Partners - Greg Sec is the head of all projects. The full team presented has completed and/or are working on Diversey Manor, Castillo/PennyCuff Apartments, and Fox View at The First South Elm Apartments. Lacey Creek, Phase 2 of Fox's Point, Faye Green at Fox's Point and Cottages at Cathedral Square include additional partners.
- Project Ownership - Greg Sec owns each of the projects. Note that certain projects such as Lacey Creek, Fox's Point, and Faye Green at Fox's Point and Cottages at Cathedral Square Greg is the responsible entity of the partnership.
- Building Ownership & Management - Greg owns the building and is the main point of contact for ownership, management and other items similar to it.

DEVELOPER'S QUALIFICATIONS
PREVIOUS EXPERIENCE
7.28.2016

225 of 503
Memorandum

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

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

Subject: Ordinance 86-O-17, Amending City Code Title 10-11-1, Schedule 1,
Reducing the Speed Limit on Chicago Avenue between Dempster Street
and Sheridan Road from 30 MPH to 25 MPH

Date: September 1, 2017

Recommended Action:
Staff recommends that City Council adopt Ordinance 86-O-17, reducing the speed limit
from 30 MPH to 25 MPH, on Chicago Ave. between Dempster St. and Sheridan Rd.
Alderman Fiske recommends suspension of the rules for Introduction and Action at the
September 11, 2017 City Council meeting.

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

Background:
The Chicago Avenue Street improvement project from Grove Street to Sheridan Road is
complete with two-way bike lane on the east side. The bike lanes are separated from
the traffic lanes with concrete barriers to accommodate all modes of transportation with
pedestrians on the sidewalk on both sides of Chicago Avenue. Aldermen Fiske has
requested staff to bring an ordinance for Council consideration that would reduce the
speed limit on Chicago Avenue from 30 MPH to 25 MPH.

Analysis:
The speed limit on Sheridan Road north of Chicago Avenue was reduced to 25 MPH in
December 2016. The speed limit on Chicago Avenue south of Dempster Street, to
South Blvd., is also 25 MPH. Considering the downtown business district on Chicago
Avenue, for the purpose of safety and consistency staff recommends reducing the speed limit on Chicago Avenue to 25 MPH from Sheridan Road to Dempster Street.

Attachments:
Ordinance 86-O-17
AN ORDINANCE

Amending City Code Section 10-11-1, Schedule I, Reducing the Speed Limit on Chicago Avenue between Dempster Street to Sheridan Road From 30 MPH to 25 MPH

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

SECTION 1: Section 10-11-1, Schedule I of the Evanston City Code of 2012, as amended, “Speed Limit Increased,” is hereby further amended by removing the following:

| Chicago Avenue – Dempster Street to Sheridan Road | 30 mph |

SECTION 2: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this ordinance 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: This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.
For City Council Meeting of September 11, 2017
Ordinance 84-O-17: Authorizing the Sale of Surplus Fleet Vehicles
For Introduction

Memorandum

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

From: Erika Storlie, Acting Director of Administrative Services
      Rickey A. Voss, Division Manager Fleet Services

Subject: Ordinance 84-O-17, Sale of Surplus Property Fleet Vehicles/Equipment

Date: August 8, 2017

Recommended Action:
Staff recommends that City Council adopt Ordinance 84-O-17, directing the City
Manager to offer the sale of vehicles/equipment owned by the City through public
auction at the special Northwest Municipal Vehicle Auction being sponsored by
America’s Auto Auctions on Tuesday, October 24, 2017 or any other subsequent
America’s Online Auction as these vehicles/equipment become available, on a timely
basis, as a result of new vehicle replacements being placed into service.

Livability Benefit:

Summary:
The Fleet Services Division typically participates in two to three vehicle and equipment
auctions per year in the Northern Illinois area. The auctions are provided on behalf of
America’s Auto Auction, 14001 S. Karlov Avenue, Crestwood, Illinois 60554. America’s
Auto Auction is the Northwest Municipal Conference Suburban Purchasing
Cooperative’s “bid winner” for auction services for member municipalities.

This request authorizes the Fleet Services Division of the Administrative Services
Department to sell the vehicles listed in the table below through Northwest Municipal
Vehicle Auction sponsored by America’s Auto Auction or any subsequent online internet
auction to the highest bidder. All net proceeds from the auction will be credited to
## SURPLUS FLEET VEHICLES/EQUIPMENT

<table>
<thead>
<tr>
<th>Cost Center</th>
<th>Department</th>
<th>Vehicle #</th>
<th>Vehicle Make</th>
<th>Vehicle Model Year</th>
<th>V.I.N. #</th>
<th>Overall Condition</th>
<th>L.T.D. Miles/Hours</th>
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</thead>
<tbody>
<tr>
<td>3080</td>
<td>Parks/Recreation</td>
<td>436</td>
<td>Brunswick Boston Whaler w/1 90 HP Mercury Motor</td>
<td>2005</td>
<td>WCG00014G</td>
<td>Very Poor</td>
<td>400 hrs. per season 11 years 4400 hours</td>
</tr>
<tr>
<td>3080</td>
<td>Parks/Recreation</td>
<td>437</td>
<td>EZ - Trailer</td>
<td>2005</td>
<td>1ZEVHDME964A008626</td>
<td>Very Poor</td>
<td>N/A</td>
</tr>
<tr>
<td>3080</td>
<td>Parks/Recreation</td>
<td>433</td>
<td>Brunswick Zodiac FCB210 w/2 115 HP Mercury Motors</td>
<td>1999</td>
<td>XDC21011E999</td>
<td>Very Poor</td>
<td>250 hrs. per season 10 years 2500 hours</td>
</tr>
<tr>
<td>380</td>
<td>Parks/Recreation</td>
<td>434</td>
<td>Highlander- Trailer</td>
<td>2005</td>
<td>2H9BT2MS1XR003229</td>
<td>Very Poor</td>
<td>N/A</td>
</tr>
<tr>
<td>3807</td>
<td>Admin. Services – Facilities Management</td>
<td>265</td>
<td>Ford Taurus</td>
<td>2006</td>
<td>1FAHP53U16A149892</td>
<td>Very Poor</td>
<td>54,583</td>
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<tr>
<td>7710</td>
<td>Admin. Services – Fleet Services</td>
<td>764</td>
<td>Ford Taurus</td>
<td>2006</td>
<td>1FAFP53204G183595</td>
<td>Very Poor</td>
<td>95,896</td>
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<tr>
<td>7115</td>
<td>Public Works Agency: Operations and Maintenance Bureau</td>
<td>953</td>
<td>Deere 310 SG Backhoe Loader</td>
<td>2005</td>
<td>TO310SG944239</td>
<td>Very Poor</td>
<td>6,927 Hours</td>
</tr>
</tbody>
</table>

**Attachments:**
Ordinance 84-O-17: Authorizing the Sale of a Surplus Fleet Vehicle Owned by the City of Evanston (Northwest Municipal Vehicle Auction)
AN ORDINANCE

Authorizing the Sale of Surplus Fleet Vehicles/Equipment
Owned by the City of Evanston
(Northwest Municipal Vehicle Auction)

WHEREAS, the City Council of the City of Evanston (the “City”) has determined it is no longer necessary, practical, or economical, nor in the best interests of the City, to retain ownership of certain surplus fleet vehicles and equipment that have a value in excess of one thousand five hundred dollars ($1,500.00) and is described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the City Council has determined that it is in the best interests of the City to sell said surplus fleet vehicles and equipment to the highest bidder,

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

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2: Pursuant to Subsection 1-17-3-(B) of the Evanston City Code of 2012, as amended, the City Council hereby authorizes and directs the City Manager to sell the aforementioned surplus fleet vehicles and equipment, upon terms and conditions deemed reasonable, necessary, and in the best interests of the City, to the highest bidders at America’s Auto Auctions, the Northwest Municipal Conference Suburban Purchasing Cooperative’s “bid winner” for auction services for member municipalities to be held on or around Tuesday, October 24, 2017 at the Manheim Arena located at 14001 S. Karlov Avenue, Crestwood, Illinois 60554, or at any
subsequent America’s Auto Auctions Services online auction.

SECTION 3: Upon payment of the price indicated by the America’s Auto Auction Services, the City Manager is hereby authorized to convey evidence of ownership of aforesaid surplus fleet vehicle and equipment to the America’s Auto Auction Service.

SECTION 4: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: This ordinance will be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Introduced:_________________, 2017  Approved:
Adopted:___________________, 2017  _________________________, 2017

__________________________________________
Stephen H. Hagerty, Mayor

Attest:  Approved as to form:

__________________________________________
Devon Reid, City Clerk  W. Grant Farrar, Corporation Counsel
## EXHIBIT A

### SURPLUS FLEET VEHICLES/EQUIPMENT

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Memorandum

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

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

Subject: Ordinance 72-O-17, to Amend Title 11, Administrative Adjudication, Chapter 2, Parking & Compliance Violations, Section 11(B): Immobilization Program

Date: September 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:
At the July 24th, 2017 City Council meeting staff was directed to implement a parking ticket amnesty program to waive late fees from all outstanding parking tickets. This program is in process and allows all outstanding tickets to be paid at the original issue amount through September 30, 2017. To date, approximately 71,000 letters have been sent to individuals with one or more outstanding parking tickets giving them the opportunity to pay with no fees until the deadline. Once all persons were given this opportunity, city council advised that they would be interested in reintroducing this ordinance for approval as a tool to help reduce the amount of outstanding parking tickets, which currently stands at $4.8 million dollars.

Background
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).

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 $4,879,020</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.
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.

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

______________________________
Stephen H. Hagerty, Mayor

Attest: 

Approved as to form:

______________________________
W. Grant Farrar, Corporation Counsel

Devon Reid, City Clerk
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: Ordinance 82-O-17 Authorizing 2017 A, B, and C General Obligation Bond Issues

Date: August 7, 2017

Recommended Action:
Staff recommends adoption of Ordinance 82-O-17 providing for the issuance of one or more series of not to exceed $14,500,000 General Obligation Corporate Purpose Bonds, Series 2017A, one or more series of not to exceed $9,665,000 General Obligation Refunding Bonds, Series 2017B, and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2017C of the City of Evanston, Cook County, Illinois, for capital improvement and refunding purposes, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale. The ordinance will be completed and signed after the bond sale date, which is tentatively scheduled for September 28, 2017. This ordinance was introduced at the August 14, 2017 City Council meeting.

Funding Source:
The proposed $14,500,000 2017 A debt issuance is comprised of:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Debt Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Levy</td>
<td>Unabated</td>
<td>$ 11,600,000</td>
</tr>
<tr>
<td>Library - Tax Levy</td>
<td>Unabated</td>
<td>$ 1,400,000</td>
</tr>
<tr>
<td>Special Assessment Fund</td>
<td>Abated</td>
<td>$ 250,000</td>
</tr>
<tr>
<td>Water Fund</td>
<td>Abated</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>Estimated Issuance Costs</td>
<td>N/A</td>
<td>$ 250,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 14,500,000</strong></td>
</tr>
</tbody>
</table>
The proposed $9,665,000 2017 B issuance will fund the replacement of $10,960,000 of 2007 bonds plus issuance costs. The City has already levied for the December 1, 2017 bond payment and therefore one year of payments will come from the Debt Service fund. The City has been issuing bonds at a premium for the 2014, 2015 and 2016 issues and it is likely that 2017 B bonds will also be issued at a premium, meaning we will issue less in bonds than the cash that will be received in bond proceeds. Interest cost savings on this refunding is estimated at just over $900,000 or 8.3% over the life of the bonds.

The 2017 C Taxable bond issue will be paid from future tax increments from the Dempster Dodge TIF and from the Chicago Main TIF.

The final amount of bonds issued may vary based on the actual bid responses.

Livability Benefits:

Summary:
Staff recommends adoption of the Ordinance 82-O-17 for the FY 2017 A, B, and C bond issuance in the not to exceed amount of $29,165,000,000. As noted above, the proposed debt issuance is comprised of $11,600,000 of unabated general obligation (G.O.) bonds, $1,400,000 of unabated G.O. bonds to be paid via the Library Debt Service tax levy, $1,250,000 of abated G.O. bonds, and estimated debt issuance costs totaling approximately $250,000. The breakdown of the proposed 2017 A bond issuance by fund and type of debt is provided in the table below:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Unabated GO Bonds</th>
<th>Abated GO Bonds</th>
<th>Issuance Costs</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Improvements Fund</td>
<td>11,350,000</td>
<td>-</td>
<td>190,000</td>
<td>11,540,000</td>
</tr>
<tr>
<td>Library Fund - Capital</td>
<td>1,400,000</td>
<td>30,000</td>
<td></td>
<td>1,430,000</td>
</tr>
<tr>
<td>Special Assessment Fund</td>
<td>250,000</td>
<td>250,000</td>
<td>10,000</td>
<td>510,000</td>
</tr>
<tr>
<td>Water Fund</td>
<td>-</td>
<td>1,000,000</td>
<td>20,000</td>
<td>1,020,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>13,000,000</td>
<td>1,250,000</td>
<td>250,000</td>
<td>14,500,000</td>
</tr>
</tbody>
</table>

As done previously, the City uses a parameters ordinance that provides a not-to-exceed limit for the bonds set at $14,500,000 for the 2017 A issue. This allows for any favorable issuance structure that is slightly different than the paramount desired.

The 2016 B General Bond issue is a straightforward refunding of 2007 bonds in the amount of $10,960,000, which are now callable for the period of 2018 – 2027. Savings of just over $900,000 in debt service costs is anticipated from this refunding and the
refunding analysis is included as Attachment 2. It is important to note that this refunding would be recommended with savings as low as 5% or just under $550,000, so interest rates are still very favorable for this transaction.

A summary of the City’s current unabated debt and the impact of the proposed G.O. bond issuance are provided in the table below:

<table>
<thead>
<tr>
<th>Unabated Debt Summary</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Unabated Debt (as of 1/1/17)</td>
<td>$ 109,602,065</td>
</tr>
<tr>
<td>Proposed FY17 Unabated Debt Issuance</td>
<td>11,600,000</td>
</tr>
<tr>
<td>FY17 Unabated Debt Payment</td>
<td>(9,753,928)</td>
</tr>
<tr>
<td><strong>Projected Year End Unabated Debt (through 12/31/17)</strong></td>
<td><strong>$ 111,448,137</strong></td>
</tr>
</tbody>
</table>

The above analysis excludes the 2017 B refunding, Water Fund Debt, Library Fund – Capital Debt and Special Assessment Fund Debt. Also excluded is the debt to be issued for the 2017 C Taxable issue as detailed below. The City’s unabated General Obligation debt limit is $113,000,000 (per page 44 of the 2017 Adopted Budget). During the 2018 Budget Review, the City will need to consider the classification of Library Debt under this policy.

**Capital Improvement Program**

The FY 2017 Capital Improvement Program (CIP) contains a detailed list of projects funded by general obligation bonds, and based on revised estimates the specific project funding is listed as Attachment 1 to this report. Issuance costs are listed separately above.

**Special Assessment Fund**

The City’s Special Assessment Fund serves as a collection center for special assessments by residential homeowners for their share of the cost for alley paving. As part of the 2016 A G.O. debt issuance, staff proposes issuing bonds totaling $500,000 for the Special Assessment Fund, 50% of which will be abated from the Special Assessment Fund.

**Water Fund**

The 2017 A bond issue recommended in this report includes an additional $1,000,000 in general obligation debt that will be abated from payments from the Water Fund. Each year

**Library Fund**

The 2017 A bond issue recommended in this report includes an additional $1.4 million in general obligation debt that will be paid from a tax levy attributed to Library Debt Service and will be tracked separately from City unabated debt service costs.
2017 C Taxable Bond Issue

The City has completed two major development projects and is undertaking two new projects as detailed below. These projects include developer incentives that will be funded from Tax Increment revenues in each Tax Increment Finance (TIF) District.

- Dempster Dodge TIF – Valli Produce development. The City committed $2.0 million for this development which is currently being financed by a short term line of credit. The issuance of taxable bonds will allow the City to spread this development cost over the life of the TIF.

- Chicago Main TIF – Multi-story mixed use development. The City committed $2.9 million for this development which is currently being financed by a short term line of credit. The issuance of taxable bonds will allow the City to spread this development cost over the life of the TIF.

The Howard Ridge TIF includes two pending developments. The first development currently under design is the Howard Street Theater Project. This project is estimated at a cost of $1.7 million. The second development approved on July 24, 2017 is a mixed use development at 130 Chicago which will include housing and retail uses for City commitment of $2.0 million. These two projects will not develop revenues from the property taxes until the year 2020 and therefore are not included in the 2017 bond issue. Initial costs for these two projects will be handled in a similar manner as to those incurred for Chicago Main and Dempster Dodge developments. Those projects were handled via a line of credit until the agreements were completed.

Legislative History:
N/A

Attachments
List of 2017 Debt Funded CIP Projects
2017 Bond Ordinance 82-O-17
2007 Savings Analysis
## City of Evanston
### 2017 Unabated G.O. Funded Capital Improvement Program
#### Attachment 1

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Title</th>
<th>Original FY 2017 G.O. Bond Proposal</th>
<th>Revised 2017 G.O. Bond Proposal</th>
<th>Net Change Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STREET RESURFACING, WATER MAIN AND SEWER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Major Projects</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>416450</td>
<td>ERGB Construction Engr Phase III</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>415450</td>
<td>Sheridan Road/Chicago Avenue Const Engr Ph III</td>
<td>$500,000</td>
<td>$500,000</td>
<td>$0</td>
</tr>
<tr>
<td>415450</td>
<td>Sheridan Road/Chicago Avenue, Grove to Isabella</td>
<td>$2,585,000</td>
<td>$1,210,000</td>
<td>$(1,375,000)</td>
</tr>
<tr>
<td>417001</td>
<td>Main Street, Maple to Hinman Design Engr Ph I/II</td>
<td>$150,000</td>
<td>$50,000</td>
<td>$(100,000)</td>
</tr>
<tr>
<td>416535</td>
<td>Main Street Commons/Corridor Design Engineering</td>
<td>$175,000</td>
<td>$175,000</td>
<td>$0</td>
</tr>
<tr>
<td>417002</td>
<td>Howard Street Corridor, Dodge to Custer</td>
<td>$300,000</td>
<td>$300,000</td>
<td>$0</td>
</tr>
<tr>
<td>417003</td>
<td>Chicago Ave Corridor Impr, Howard to Main</td>
<td>$50,000</td>
<td>$50,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Street Resurfacing</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>417026</td>
<td>SR - Callan Street Widening</td>
<td></td>
<td>$150,000</td>
<td>$150,000</td>
</tr>
<tr>
<td><strong>Water Main</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>417007</td>
<td>WM - Grant, Cowper to Lawndale</td>
<td>$230,000</td>
<td>$230,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL STREETS, SEWER, WATER MAIN PROJECTS</strong></td>
<td>$3,990,000</td>
<td>$2,665,000</td>
<td>$(1,325,000)</td>
<td></td>
</tr>
</tbody>
</table>
## City of Evanston
### 2017 Unabated G.O. Funded Capital Improvement Program

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Title</th>
<th>Original FY 2017 G.O. Bond Proposal</th>
<th>Revised 2017 G.O. Bond Proposal</th>
<th>Net Change Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>416513</td>
<td>Central Street Bridge Engr, Phase I</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>417013</td>
<td>Comprehensive Signs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>417014</td>
<td>Bridge Inspection</td>
<td>$30,000</td>
<td>$30,000 $</td>
<td>-</td>
</tr>
<tr>
<td>416519</td>
<td>Safe Routes to School</td>
<td>$15,000</td>
<td>$5,000 $</td>
<td>(10,000)</td>
</tr>
<tr>
<td>417015</td>
<td>Streetlight Master Plan Study</td>
<td>$150,000</td>
<td>$150,000 $</td>
<td>-</td>
</tr>
</tbody>
</table>

### Annual Projects

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Title</th>
<th>Original FY 2017 G.O. Bond Proposal</th>
<th>Revised 2017 G.O. Bond Proposal</th>
<th>Net Change Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>417017</td>
<td>General Phase I Engineering</td>
<td>$80,000</td>
<td>$80,000 $</td>
<td>-</td>
</tr>
<tr>
<td>417018</td>
<td>Neighborhood Traffic Calming &amp; Ped Safety</td>
<td>$100,000</td>
<td>$100,000 $</td>
<td>-</td>
</tr>
<tr>
<td>417019</td>
<td>Pavement Marking</td>
<td>$90,000</td>
<td>$90,000 $</td>
<td>-</td>
</tr>
<tr>
<td>417020</td>
<td>Bike Infrastructure Improvements</td>
<td>$50,000</td>
<td>$50,000 $</td>
<td>-</td>
</tr>
<tr>
<td>417021</td>
<td>Sidewalk - 50/50 Replacement</td>
<td>$150,000</td>
<td>$150,000 $</td>
<td>-</td>
</tr>
<tr>
<td>417022</td>
<td>Streetlight Purchase</td>
<td>$100,000</td>
<td>$100,000 $</td>
<td>-</td>
</tr>
<tr>
<td>417023</td>
<td>Street Patching Program</td>
<td>$600,000</td>
<td>$600,000 $</td>
<td>-</td>
</tr>
</tbody>
</table>

### Parking Lot Projects

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Title</th>
<th>Original FY 2017 G.O. Bond Proposal</th>
<th>Revised 2017 G.O. Bond Proposal</th>
<th>Net Change Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>416524</td>
<td>PL - 2016 Parking Lot Engineering Svcs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>415193</td>
<td>PL - Davis Street Permeable Parking Repl</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>417024</td>
<td>PL - Levy Center Lot</td>
<td>$650,000</td>
<td>$500,000 $</td>
<td>(150,000)</td>
</tr>
</tbody>
</table>

### TOTAL TRANSPORTATION PROJECTS

|                                          | $2,265,000 | $2,105,000 | (160,000) |

---

245 of 503
<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Title</th>
<th>Original FY 2017 G.O. Bond Proposal</th>
<th>Revised 2017 G.O. Bond Proposal</th>
<th>Net Change Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>516002</td>
<td>Church Street Harbor - South Pier Reconstruction</td>
<td>$370,000</td>
<td>$0</td>
<td>$(370,000)</td>
</tr>
<tr>
<td>516004</td>
<td>Fountain Square Renovations - Engineering</td>
<td>$175,000</td>
<td>$175,000</td>
<td></td>
</tr>
<tr>
<td>516004</td>
<td>Fountain Square Renovations - Construction</td>
<td>$1,200,000</td>
<td>$1,200,000</td>
<td></td>
</tr>
<tr>
<td>517001</td>
<td>Lovelace Park - Pond Rehabilitation</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>517002</td>
<td>James Park - North Baseball Field</td>
<td>$1,000,000</td>
<td>$980,000</td>
<td>$(20,000)</td>
</tr>
<tr>
<td>n/a</td>
<td>Parks Contingency</td>
<td>$75,000</td>
<td>$75,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL PARKS PROJECTS</td>
<td>$1,445,000</td>
<td>$2,430,000</td>
<td>$985,000</td>
</tr>
<tr>
<td>617001</td>
<td>Chandler - HVAC Improvements - Engr Design Svcs</td>
<td>$75,000</td>
<td>$75,000</td>
<td></td>
</tr>
<tr>
<td>617002</td>
<td>Chandler - Electrical Upgrades</td>
<td>$65,000</td>
<td>$65,000</td>
<td></td>
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<tr>
<td>617003</td>
<td>Chandler - Exterior Waterproofing</td>
<td>$200,000</td>
<td>$0</td>
<td>$(200,000)</td>
</tr>
<tr>
<td>616017</td>
<td>Crown Center - Consulting Svcs (Planning and Design)</td>
<td>$900,000</td>
<td>$900,000</td>
<td></td>
</tr>
<tr>
<td>617004</td>
<td>Ecology Center - Roofing / Clerestory / Masonry</td>
<td>$80,000</td>
<td>$80,000</td>
<td></td>
</tr>
<tr>
<td>617005</td>
<td>Ecology Center - Crawl Space Impr - Engr Design</td>
<td>$50,000</td>
<td>$0</td>
<td>$(50,000)</td>
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<tr>
<td>616007</td>
<td>Fleetwood - HVAC and Electrical - Const</td>
<td>$900,000</td>
<td>$900,000</td>
<td></td>
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<tr>
<td>617006</td>
<td>Fleetwood - Restrooms</td>
<td>$150,000</td>
<td>$185,000</td>
<td>$35,000</td>
</tr>
<tr>
<td>616020</td>
<td>Gibbs Morrison - Site Improvements - Const</td>
<td>$50,000</td>
<td>$80,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>617007</td>
<td>Levy Center - Solar Panel Installation</td>
<td>$100,000</td>
<td>$65,000</td>
<td>$(35,000)</td>
</tr>
<tr>
<td>617008</td>
<td>Civic Center - Security Improvements</td>
<td>$175,000</td>
<td>$0</td>
<td>$(175,000)</td>
</tr>
<tr>
<td>617009</td>
<td>Civic Center - Boiler Replacement - Engr Design Svcs</td>
<td>$100,000</td>
<td>$100,000</td>
<td></td>
</tr>
<tr>
<td>617070</td>
<td>Fire Station 1,2,4 - Bunkroom Upgrades</td>
<td>$30,000</td>
<td>$30,000</td>
<td></td>
</tr>
<tr>
<td>617011</td>
<td>Sherman Avenue Garage - Coating Rehabilitation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>617012</td>
<td>Sherman Avenue Garage - Elevator Cab Flooring</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Number</td>
<td>Project Title</td>
<td>Original FY 2017 G.O. Bond Proposal</td>
<td>Revised 2017 G.O. Bond Proposal</td>
<td>Net Change Recommended</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------------------------------------</td>
<td>-------------------------------------</td>
<td>---------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>617013</td>
<td>Maple Street Garage - Pavement Striping and Traffic Coating</td>
<td>$50,000</td>
<td>$50,000</td>
<td>-</td>
</tr>
<tr>
<td>617014</td>
<td>Data Center Study</td>
<td>$200,000</td>
<td>$300,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>617015</td>
<td>Dempster Beach House Renovations</td>
<td>$200,000</td>
<td>$50,000</td>
<td>-</td>
</tr>
<tr>
<td>n/a</td>
<td>Energy Efficiency Improvements</td>
<td>$150,000</td>
<td>$105,000</td>
<td>$(45,000)</td>
</tr>
<tr>
<td>n/a</td>
<td>Facilities Contingency</td>
<td>$200,000</td>
<td>$570,000</td>
<td>$370,000</td>
</tr>
<tr>
<td>617016</td>
<td>Harley-Clarke Repairs</td>
<td>$250,000</td>
<td>$0</td>
<td>$(250,000)</td>
</tr>
<tr>
<td>617017</td>
<td>Howard Street Theater</td>
<td>$70,000</td>
<td>$55,000</td>
<td>$(15,000)</td>
</tr>
<tr>
<td>n/a</td>
<td>Solar Panel Install</td>
<td>$50,000</td>
<td>$50,000</td>
<td>-</td>
</tr>
<tr>
<td>617018</td>
<td>Roofing Repairs - Miscellaneous Facilities</td>
<td>$150,000</td>
<td>$105,000</td>
<td>$(45,000)</td>
</tr>
</tbody>
</table>

**TOTAL FACILITIES PROJECTS** | $3,895,000 | $3,660,000 | $(235,000)
<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Title</th>
<th>Original FY 2017 G.O. Bond Proposal</th>
<th>Revised 2017 G.O. Bond Proposal</th>
<th>Net Change Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>MISCELLANEOUS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>117003</td>
<td>Network Switch Reliability</td>
<td>$125,000</td>
<td>$125,000</td>
<td>$0</td>
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<tr>
<td>117003</td>
<td>Engineering transfer to General Fund</td>
<td>$500,000</td>
<td>$500,000</td>
<td>$0</td>
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<tr>
<td>117004</td>
<td>Public Art - Neighborhood Public Art</td>
<td>$75,000</td>
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<td><strong>TOTAL MISCELLANEOUS PROJECTS</strong></td>
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<td>$700,000</td>
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<td></td>
<td><strong>SUMMARY</strong></td>
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<td></td>
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<tr>
<td></td>
<td>FY 2017 GO Bond</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Street Resurfacing, Water Main, Sewer Projects</td>
<td>$3,990,000</td>
<td>$2,665,000</td>
<td>$(1,325,000)</td>
</tr>
<tr>
<td></td>
<td>Other Transportation</td>
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<td>$2,105,000</td>
<td>$(160,000)</td>
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<tr>
<td></td>
<td>Parks</td>
<td>$1,446,000</td>
<td>$2,430,000</td>
<td>$985,000</td>
</tr>
<tr>
<td></td>
<td>Facilities</td>
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<td>$3,660,000</td>
<td>$(235,000)</td>
</tr>
<tr>
<td></td>
<td>Miscellaneous</td>
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<td>$0</td>
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<tr>
<td></td>
<td><strong>TOTAL 2017 CIP</strong></td>
<td>#REF!</td>
<td>$11,560,000</td>
<td>#REF!</td>
</tr>
<tr>
<td></td>
<td><strong>LIBRARY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>480006</td>
<td>Main Library - Interior Renovations</td>
<td>$2,500,000</td>
<td>$2,500,000</td>
<td>$0</td>
</tr>
<tr>
<td>480007</td>
<td>Main Library - Weatherproofing - Phases 2 &amp; 3</td>
<td>$250,000</td>
<td>$250,000</td>
<td>$0</td>
</tr>
<tr>
<td>480008</td>
<td>Main Library - Parking Garage Renovations</td>
<td>$50,000</td>
<td>$50,000</td>
<td>$0</td>
</tr>
<tr>
<td>480009</td>
<td>Main Library - Generator</td>
<td>$150,000</td>
<td>$150,000</td>
<td>$0</td>
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<tr>
<td>480010</td>
<td>North Branch - 2022 Central Street Improvements</td>
<td>$150,000</td>
<td>$150,000</td>
<td>$0</td>
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<tr>
<td>480011</td>
<td>North Branch - Roof and Gutter Replacement</td>
<td>$150,000</td>
<td>$150,000</td>
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<tr>
<td>480012</td>
<td>North Branch - Exterior Improvements</td>
<td>$249,500</td>
<td>$249,500</td>
<td>$0</td>
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## Project Information

<table>
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<tr>
<th>Project Number</th>
<th>Project Title</th>
<th>Original FY 2017 G.O. Bond Proposal</th>
<th>Revised 2017 G.O. Bond Proposal</th>
<th>Net Change Recommended</th>
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<tr>
<td>480013</td>
<td>North Branch - Asbestos Remediation</td>
<td>$75,000</td>
<td>$75,000</td>
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<td>616017</td>
<td>Robert Crown - New Library Branch</td>
<td>$500,000</td>
<td>$500,000</td>
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<td></td>
<td><strong>TOTAL LIBRARY PROJECTS</strong></td>
<td><strong>$3,924,500</strong></td>
<td><strong>$3,924,500</strong></td>
<td><strong>$0</strong></td>
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ORDINANCE NUMBER 82-O-17

AN ORDINANCE providing for the issuance of one or more series of not to exceed $14,500,000 General Obligation Corporate Purpose Bonds, Series 2017A, one or more series of not to exceed $9,665,000 General Obligation Refunding Bonds, Series 2017B, and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2017C of the City of Evanston, Cook County, Illinois, for capital improvement and refunding purposes, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale.
Introduced on the 14th day of August, 2017.

Adopted by the City Council on the 11th day of September, 2017.

Published in Pamphlet Form by Authority of the Corporate Authorities on the ____ day of September, 2017.
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<th>HEADING</th>
<th>PAGE</th>
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LIST OF EXHIBITS

A—FORM OF BOND ORDER

B—CONTINUING DISCLOSURE UNDERTAKING

C—ESCROW LETTER AGREEMENT
ORDINANCE NUMBER 82-O-17

AN ORDINANCE providing for the issuance of one or more series of not to exceed $14,500,000 General Obligation Corporate Purpose Bonds, Series 2017A, one or more series of not to exceed $9,665,000 General Obligation Refunding Bonds, Series 2017B, and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2017C of the City of Evanston, Cook County, Illinois, for capital improvement and refunding purposes, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale.

PREAMBLES

WHEREAS

A. The City of Evanston, Cook County, Illinois (the “City”), has a population in excess of 25,000, and pursuant to the provisions of the 1970 Constitution of the State of Illinois and particularly Article VII, Section 6(a) thereof, is a home rule unit and as such may exercise any power or perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the home rule provisions of Section 6 of Article VII, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The City Council of the City (the “Corporate Authorities”) has determined it is necessary and convenient for the public health, safety, and welfare to provide for capital improvements at various locations throughout the City, including certain capital expenditures as detailed for the year 2017 in the City’s Capital Improvement Plan, as adopted by the Corporate Authorities, and to pay expenses
incidental to such improvements and costs of issuance of bonds for such purpose (such improvements and related expenses and costs being the “Capital Improvement Project”) at an estimated cost of approximately $14,500,000; and, there being no funds on hand and allocable to the purpose, the Corporate Authorities have determined it is necessary and convenient to borrow not to exceed said sum of $14,500,000 at this time pursuant to the Act (as hereinafter defined) and, in evidence of such borrowing, to issue general obligation bonds (the “2017A Bonds” as hereinafter further defined) of the City for such purpose in not to exceed such principal amount.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
D. The City has heretofore issued and there are now outstanding the following legal and validly binding and subsisting obligations of the City:

**GENERAL OBLIGATION BONDS, SERIES 2007, DATED MAY 24, 2007**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Principal Amount:</td>
<td>$30,385,000</td>
</tr>
<tr>
<td>Originally Due Serially on December 1 of the Years:</td>
<td>2007 to 2027</td>
</tr>
<tr>
<td>Amount Remaining Outstanding:</td>
<td>$10,960,000</td>
</tr>
<tr>
<td>Amount Which May Be Refunded:</td>
<td>$10,960,000</td>
</tr>
</tbody>
</table>
### Remaining Outstanding 2007 Bonds and 2007 Bonds Which May Be Refunded Due and Described as Follows:

<table>
<thead>
<tr>
<th>December 1 of the Year</th>
<th>Amount ($)</th>
<th>Rate of Interest (%)</th>
<th>Amount Which May Be Refunded</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>1,400,000</td>
<td>4.250</td>
<td>All</td>
</tr>
<tr>
<td>2018</td>
<td>985,000</td>
<td>4.000</td>
<td>All</td>
</tr>
<tr>
<td>2019</td>
<td>1,020,000</td>
<td>4.000</td>
<td>All</td>
</tr>
<tr>
<td>2021</td>
<td>1,655,000</td>
<td>4.250</td>
<td>All</td>
</tr>
<tr>
<td>2022</td>
<td>880,000</td>
<td>4.250</td>
<td>All</td>
</tr>
<tr>
<td>2023</td>
<td>920,000</td>
<td>4.125</td>
<td>All</td>
</tr>
<tr>
<td>2024</td>
<td>955,000</td>
<td>4.375</td>
<td>All</td>
</tr>
<tr>
<td>2025</td>
<td>1,000,000</td>
<td>5.000</td>
<td>All</td>
</tr>
<tr>
<td>2026</td>
<td>1,045,000</td>
<td>5.000</td>
<td>All</td>
</tr>
<tr>
<td>2027</td>
<td>1,100,000</td>
<td>5.000</td>
<td>All</td>
</tr>
</tbody>
</table>

which bonds (the “Prior Bonds”) are currently subject to redemption prior to maturity at the option of the City on any date, at the redemption price of par plus accrued interest to the date of redemption.

E. The Corporate Authorities have considered and determined that interest rates available in the bond market for the maturities of the Prior Bonds to be refunded are currently more favorable for the City than they were at the time when the Prior Bonds were issued and that it is possible, proper, and advisable to provide for the timely refunding, if such favorable rates continue, of the Prior Bonds, and to provide for the payment and redemption thereof as same become due, to the end of taking advantage of the debt service savings which may result from such lower interest rates (which refunding may hereinafter be referred to as the “Refunding”).
F. The Corporate Authorities hereby determine that it is advisable and in the best interests of the City to provide for the borrowing of not to exceed $9,665,000 at this time pursuant to the Act for the purpose of paying the costs of the Refunding and, in evidence of such borrowing, to provide for the issuance of general obligation bonds (the “2017B Bonds” as hereinafter further defined) of the City for such purpose in not to exceed such principal amount.

G. By proceedings set forth in full in the records of the City, and pursuant to the City’s powers as a home rule unit and the provisions of the Tax Increment Allocation Redevelopment Act of the State of Illinois, as supplemented and amended (the “Tax Increment Act”), the Corporate Authorities have heretofore approved certain plans and projects under the Tax Increment Act with respect to certain redevelopment project areas in the City commonly known as the Dempster Dodge TIF and Chicago Main TIF (collectively, the “TIF Districts”).

H. The Corporate Authorities have determined it is necessary and convenient for the public health, safety, and welfare to refinance certain outstanding lines of credit of the City relating to the TIF Districts (the “Refinancing”) at an estimated cost of approximately $5,000,000; and, there being no funds on hand and allocable to the purpose, the Corporate Authorities have determined it is necessary and convenient to borrow not to exceed said sum of $5,000,000 at this time pursuant to the Act and, in evidence of such borrowing, to issue general obligation bonds (the “2017C Bonds” as hereinafter further defined) of the City for such purpose in not to exceed such principal amount.

I. Bonds for the Capital Improvement Project and the Refunding are eligible to be tax-exempt (under Section 103 of the Internal Revenue Code of 1986), but bonds for the Refinancing are not so eligible.

J. The Corporate Authorities have heretofore and hereby expressly is determined that it is desirable and in the best interests of the City that there be authorized at this time the borrowing of
money for the Capital Improvement Project, the Refunding and the Refinancing and, in evidence of such borrowing, the issuance of bonds of the City, and that certain officers of the City be authorized to sell the 2017A Bonds, the 2017B Bonds and the 2017C Bonds and, accordingly, it is necessary that said officers be so authorized within certain parameters as hereinafter set forth.

NOW THEREFORE Be It Ordained by the City Council of the City of Evanston, Cook County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

Capital Improvement Project
City
Corporate Authorities
Prior Bonds
Refinancing
Refunding
Tax Increment Act
TIF Districts
B. The following words and terms are defined as set forth.

“2017A Bonds” means the General Obligation Corporate Purpose Bonds, Series 2017A authorized to be issued by this Ordinance.

“2017B Bonds” means the General Obligation Refunding Bonds, Series 2017B authorized to be issued by this Ordinance.

“2017C Bonds” means the Taxable General Obligation Corporate Purpose Bonds, Series 2017C authorized to be issued by this Ordinance.

“Act” means the Illinois Municipal Code, as supplemented and amended, and also the home rule powers of the City under Section 6 of Article VII of the Illinois Constitution of 1970; and in the event of conflict between the provisions of said Municipal Code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said Municipal Code; and, further, includes the Local Government Debt Reform Act, as amended.

“Ad Valorem Property Taxes” means the real property taxes levied to pay the Bonds as described and levied in Section 11 of this Ordinance.


“Bond Funds” means the Bond Funds established and defined in Section 15 of this Ordinance.

“Bond Moneys” means the Ad Valorem Property Taxes and any other moneys deposited into the Bond Funds and investment income held in the Bond Funds.

“Bond Order” means each Bond Order as authorized to be executed by Designated Officers of the City as provided in Section 13 of this Ordinance, substantially in the form (with
related certificates) as attached hereto as Exhibit A, and by which the final terms of the Bonds described therein will be established.

“Bond Purchase Agreement” means the contract for the sale of each Series of the Bonds by and between the City and the Purchaser, which shall be in each instance the Official Bid Form, as executed, in response to an Official Notice of Sale given by the City in connection with the public competitive sale of each Series of the Bonds.

“Bond Register” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds, as provided in this Ordinance.

“Bond Registrar” means the bank, trust company, or national banking association to be designated in the Bond Order, or its successors, in its capacity as bond registrar and paying agent under this Ordinance, or a substituted bond registrar and paying agent as hereinafter provided.

“Bonds” means any of the one or more series of general obligation bonds of various names authorized to be issued by this Ordinance, including, specifically, the 2017A Bonds, the 2017B Bonds and the 2017C Bonds.

“Book-Entry Form” means the form of the Bonds as fully registered and available in physical form only to the Depository.


“Continuing Disclosure Undertaking” means the undertaking by the City for the benefit of the Purchaser as authorized in Section 14 of this Ordinance and substantially in the form as attached hereto as Exhibit B.

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“County” means The County of Cook, Illinois.

“County Clerk” means the County Clerk of the County.

“Dated Date” means the dated date for each Series of Bonds, as set forth in the relevant Bond Order.

“Depository” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“Designated Officers” means the City Manager and the Mayor, acting in concert.

“Escrow Letter Agreement” means the escrow letter agreement between the City and the paying agent for the Prior Bonds, in the form attached hereto as Exhibit C.

“Financial Advisors” means Public Financial Management, Inc., and Independent Public Advisors, LLC.

“Ordinance” means this Ordinance, numbered as set forth on the title page, and passed by the Corporate Authorities on the 11th day of September, 2017.

“Purchase Price” means the price to be paid for the Bonds as set forth in a Bond Order, provided that no Purchase Price for any Series of Bonds shall be less than 98.75% of the par value of said Series of Bonds, plus accrued interest from the date of issue to the date of delivery.

“Purchaser” means, for any Series of Bonds, the winning bidder or syndicate at competitive sale.
“Record Date” means the 15th day of the month preceding any regular or other interest payment date occurring on the first day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the first day of a month.

“Refunded Bonds” means the Prior Bonds that are refunded by the 2017B Bonds, as set forth in the Bond Order (a form of which is attached hereto as Exhibit A) and the Escrow Letter Agreement (a form of which is attached hereto as Exhibit C).

“Series” means any of the one or more separate series of the Bonds authorized to be issued pursuant to this Ordinance.

“Taxable” means, with respect to a Series of Bonds, the status of interest paid and received thereon as includible in gross income of the owners under the Code for federal income tax purposes.

“Tax-exempt” means, with respect to a Series of Bonds, the status of interest paid and received thereon as excludable from gross income of the owners thereof for federal income tax purposes and as not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but as taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.


“Term Bonds” means Bonds subject to mandatory redemption by operation of the Bond Fund and designated as term bonds in the Bond Order.
C. Definitions also appear in the above preambles or in specific sections, as appearing below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct, and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination To Issue Bonds. It is necessary and in the best interests of the City to provide for the Capital Improvement Project, the Refunding and the Refinancing, to pay all necessary or advisable related costs, and to borrow money and issue the Bonds for the purpose of paying such costs. It is hereby found and determined that such borrowing of money is for a proper public purpose or purposes, is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. A. The 2017A Bonds. There shall be issued and sold the 2017A Bonds in one or more Series in the aggregate principal amount of not to exceed $14,500,000. The 2017A Bonds shall each be designated “General Obligation Corporate Purpose Bond, Series 2017A” or such other name or names or series designations as may be appropriate and as stated in the relevant Bond Order; be dated the date of issuance thereof or such other Dated Date on or prior to the initial date of issuance as may be set forth in the relevant Bond Order if it is determined therein to be a date better suited to the advantageous marketing of the 2017A Bonds; and shall also bear the date of authentication thereof. The 2017A Bonds shall be fully registered and in Book-Entry Form, shall be in denominations of $5,000 or integral multiples thereof (but no single 2017A Bond shall represent principal maturing on more than one date), and shall be numbered consecutively within a Series in such fashion as shall be determined by the Bond Registrar. The 2017A Bonds shall become due and payable
serially or as Term Bonds (subject to right of prior redemption if so provided in the Bond Order) on December 1 of the years in which the 2017A Bonds are to mature. The 2017A Bonds shall mature in the amounts and in the years as shall be set forth in the relevant Bond Order, provided, however, that (a) the final date of maturity of the 2017A Bonds shall not extend past December 1, 2037 and (b) the sum of the principal of and interest on the 2017A Bonds that shall become due (or subject to mandatory redemption) in any given annual period from December 2 to the following December 1 (a “Bond Year”) shall not exceed $1,200,000. Each 2017A Bond shall bear interest at a rate not to exceed four percent (4.0%) from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such 2017A Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing not earlier than June 1, 2018, or such other June 1 or December 1 not later than one year beyond the Dated Date as shall be provided in a relevant Bond Order.

B. THE 2017B BONDS. There shall be issued and sold the 2017B Bonds in one or more Series in the aggregate principal amount of not to exceed $9,665,000. The 2017B Bonds shall each be designated “General Obligation Refunding Bond, Series 2017B” or such other name or names or series designations as may be appropriate and as stated in the relevant Bond Order; be dated the date of issuance thereof or such other Dated Date on or prior to the initial date of issuance as may be set forth in the relevant Bond Order if it is determined therein to be a date better suited to the advantageous marketing of the 2017B Bonds; and shall also bear the date of authentication thereof. The 2017B Bonds shall be fully registered and in Book-Entry Form, shall be in denominations of $5,000 or integral multiples thereof (but no single 2017B Bond shall represent principal maturing on more than one date), and shall be numbered consecutively within a Series in such fashion as shall be determined by the Bond Registrar. The 2017B Bonds shall become due and payable serially or as Term Bonds (subject to right of prior
redemption if so provided in the Bond Order) on December 1 of the years in which the 2017B Bonds are to mature. The 2017B Bonds shall mature in the amounts and in the years as shall be set forth in the relevant Bond Order, provided, however, that (a) the final date of maturity of the 2017B Bonds shall not extend past December 1, 2027 and (b) the sum of the principal of and interest on the 2017B Bonds that shall become due (or subject to mandatory redemption) in any given Bond Year shall not exceed $1,642,209. Each 2017B Bond shall bear interest at a rate not to exceed four percent (4.0%) from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such 2017B Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing not earlier than June 1, 2018, or such other June 1 or December 1 not later than one year beyond the Dated Date as shall be provided in a relevant Bond Order.

C. THE 2017C BONDS. There shall be issued and sold the 2017C Bonds in one or more Series in the aggregate principal amount of not to exceed $5,000,000. The 2017C Bonds shall each be designated “Taxable General Obligation Corporate Purpose Bond, Series 2017C” or such other name or names or series designations as may be appropriate and as stated in the relevant Bond Order; be dated the date of issuance thereof or such other Dated Date on or prior to the initial date of issuance as may be set forth in the relevant Bond Order if it is determined therein to be a date better suited to the advantageous marketing of the 2017C Bonds; and shall also bear the date of authentication thereof. The 2017C Bonds shall be fully registered and in Book-Entry Form, shall be in denominations of $5,000 or integral multiples thereof (but no single 2017C Bond shall represent principal maturing on more than one date), and shall be numbered consecutively within a Series in such fashion as shall be determined by the Bond Registrar. The 2017C Bonds shall become due and payable serially or as Term Bonds (subject to right of prior redemption if so provided in the Bond Order) on December 1 of the years in which the
2017C Bonds are to mature. The 2017C Bonds shall mature in the amounts and in the years as shall be set forth in the relevant Bond Order, provided, however, that (a) the final date of maturity of the 2017C Bonds shall not extend past December 1, 2037, and (b) the sum of the principal of and interest on the 2017C Bonds that shall become due (or subject to mandatory redemption) in any given Bond Year shall not exceed $1,050,000. Each 2017C Bond shall bear interest at a rate not to exceed four percent (4.0%) from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such 2017C Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing not earlier than June 1, 2018, or such other June 1 or December 1 not later than one year beyond the Dated Date as shall be provided in a relevant Bond Order.

D. GENERAL. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner, or as otherwise may be agreed with the Depository for so long as the Depository or its nominee is the registered owner as of a given Record Date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the office of the Bond Registrar maintained for the purpose.

Section 5. Registration of Bonds; Persons Treated as Owners. The City shall cause the Bond Register to be kept at the office of the Bond Registrar maintained for such purpose, which is hereby constituted and appointed the registrar of the City for the Bonds. The City shall prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds. Subject to the provisions of this
Ordinance relating to the Bonds in Book-Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office of the Bond Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date, and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like Series and tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or any portion of which has been called for redemption. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, the principal amount of Bonds of each Series and maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such Series and maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of
Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 6. Book-Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of each of the Series of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the “Book-Entry Owner”). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book-Entry Owner (and accordingly in Book-Entry Form as such term is used in this Ordinance). Any City officer, as representative of the City, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the “Letter of Representations”) substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the City shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book-Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book-Entry Owner, none of the City, any City officer, or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a “Depository Participant”) or to any person on
behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the City, any City officer, and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book-Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the City determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the City, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the City determines that it is in the best interests of the City or of the beneficial owners of a Series of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the City shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds (of a given Series if applicable) shall no longer be restricted to being registered in the Bond Register in the name of the Book-Entry Owner. Alternatively, at such time, the City may determine that the Bonds of such Series shall be registered in the name of and deposited with a successor depository operating a system accommodating Book-Entry Form, as may be acceptable to the City, or such depository’s agent or designee, but if the City does not select such alternate Book-Entry system, then the Bonds of such Series shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.
Section 7. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk, as they may determine, and shall be impressed or imprinted with the corporate seal or facsimile seal of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form provided, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 8. Redemption. The Bonds may be subject to redemption on the terms set forth below.

A. Optional Redemption. If so provided in the relevant Bond Order, any Bonds may be subject to redemption prior to maturity at the option of the City, in whole or in part on any date, at such times and at such optional redemption prices as shall be determined by the Designated Officers in the relevant Bond Order. Such optional redemption prices shall be expressed as a percentage of the principal amount of Bonds to be redeemed, provided that such percentage shall not exceed one hundred three percent (103%) plus accrued interest to the date of redemption. If less than all of the outstanding Bonds of a Series are to be optionally redeemed, the Bonds to be called shall be called from such Series, in such principal amounts, and from such maturities as may be determined by the City and
within any maturity in the manner hereinafter provided. As provided in the Bond Order, some portion or all of the Bonds may be made not subject to optional redemption.

B. Term Bonds; Mandatory Redemption and Covenants; Effect of Purchase or Optional Redemption of Term Bonds. The Bonds of any Series may be subject to mandatory redemption (as Term Bonds) as provided in a Bond Order; provided, however, that in such event the amounts due pursuant to mandatory redemption shall be the amounts used to satisfy the test set forth in Section 4 of this Ordinance for the maximum amounts of principal and interest due on the Bonds in any given Bond Year. Bonds designated as Term Bonds shall be made subject to mandatory redemption by operation of the Bond Fund at a price of not to exceed par and accrued interest, without premium, on December 1 of the years and in the amounts as shall be determined in a Bond Order. The City covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds. Proper provision for mandatory redemption having been made, the City covenants that the Term Bonds so selected for redemption shall be payable as at maturity, and taxes shall be levied and collected as provided herein accordingly. If the City redeems pursuant to optional redemption as may be provided or purchases Term Bonds of any maturity and cancels the same from Bond Moneys as hereinafter described, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the City shall determine. If the City redeems pursuant to optional redemption as may be provided or purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the City shall determine.
C. Redemption Procedures. Any Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

(1) Redemption Notice. For a mandatory redemption, unless otherwise notified by the City, the Bond Registrar will proceed on behalf of the City as its agent to provide for the mandatory redemption of such Term Bonds without further order or direction hereunder or otherwise. For an optional redemption, the City, shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the Series, principal amounts, and maturities of Bonds to be redeemed and, if applicable, the effect on any schedule of mandatory redemption of Term Bonds.

(2) Selection of Bonds within a Maturity. For purposes of any redemption of less than all of the Bonds of a Series of a single maturity, the particular Bonds or portions of Bonds of that Series to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of that Series of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall make such selection (a) upon or prior to the time of the giving of official notice of redemption, or (b) in the event of a refunding or defeasance, upon advice from the City that certain Bonds have been refunded or defeased and are no longer Outstanding as defined.

(3) Official Notice of Redemption. The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless
waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

(a) the redemption date;

(b) the redemption price;

(c) if less than all of the outstanding Bonds of a Series of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds of that Series within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for that purpose of the Bond Registrar.

(4) Conditional Redemption. In the case of an optional redemption of Bonds as described in paragraph A, above, unless moneys sufficient to pay the redemption price of the Bonds to be optionally redeemed shall have been received by the Bond Registrar prior to the
giving of such notice of redemption, such notice may, at the option of the City, state that said
redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or
prior to the date fixed for redemption. If such moneys are not received, such notice shall be of
no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give
notice, in the same manner in which the notice of redemption was given, that such moneys
were not so received and that such Bonds will not be redeemed.

(5) Bonds Shall Become Due. Official notice of redemption having been given as
described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated
condition with respect to an optional redemption of Bonds in the paragraph (4) immediately
preceding, on the redemption date, become due and payable at the redemption price therein
specified; and from and after such date (unless the City shall default in the payment of the
redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender
of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the
Bond Registrar at the redemption price. The procedure for the payment of interest due as part
of the redemption price shall be as herein provided for payment of interest otherwise due.

(6) Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice;
Waiver. Neither the failure to mail such redemption notice, nor any defect in any notice so
mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice
with respect to other registered owners. Notice having been properly given, failure of a
registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit, or
delay the effect of the notice or redemption action described in the notice. Such notice may be
waived in writing by a registered owner of a Bond entitled to receive such notice, either before
or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by
registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition
precedent to the validity of any action taken in reliance upon such waiver. In lieu of the
foregoing official notice, so long as the Bonds are held in Book-Entry Form, notice may be given
as provided in the Letter of Representations; and the giving of such notice shall constitute a
waiver by the Depository and the Book-Entry Owner, as registered owner, of the foregoing
notice. After giving proper notification of redemption to the Bond Registrar, as applicable, the
City shall not be liable for any failure to give or defect in notice.

(7) New Bond in Amount Not Redeemed. Upon surrender for any partial
redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds
of like tenor, of authorized denominations, of the Series and the same maturity, and bearing the
same rate of interest in the amount of the unpaid principal.

(8) Effect of Nonpayment upon Redemption. If any Bond or portion of Bond called
for redemption shall not be so paid upon surrender thereof for redemption, the principal shall
become due and payable on demand, as aforesaid, but, until paid or duly provided for, shall
continue to bear interest from the redemption date at the rate borne by the Bond or portion of
Bond so called for redemption.

(9) Bonds to Be Cancelled; Payment to Identify Bonds. All Bonds which have been
redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.
Upon the payment of the redemption price of Bonds being redeemed, each check or other
transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and
maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(10) Additional Notice. The City agrees to provide such additional notice of
redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into
account any requirements or guidance of the Securities and Exchange Commission, the
Municipal Securities Rulemaking Board, the Governmental Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; provided, however, that such additional notice shall be (a) advisory in nature, (b) solely in the discretion of the City (unless a separate agreement shall be made), (c) not be a condition precedent of a valid redemption or a part of the Bond contract, and (d) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the City with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

(11) Bond Registrar to Advise City. As part of its duties hereunder, the Bond Registrar shall prepare and forward to the City a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

Section 9. Form of Bonds. The Bonds shall be in substantially the form hereinafter set forth; provided, however, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.
know all persons by these presents that the City of Evanston, Cook County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above [(but subject to right of prior redemption)], the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the
Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing ____________ 1, 20__, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the office maintained for that purpose at _________________, located in the City of __________, _______________, as paying agent and bond registrar (the “Bond Registrar”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the applicable Record Date. The Record Date shall be the 15th day of the month preceding any regular interest payment date or a redemption on the first day of any month and the 15th day preceding any other interest payment date which may be occasioned by a redemption of Bonds on a day other than the first day of any month. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and the Bond Registrar for so long as this Bond is held by a qualified securities clearing corporation as depository, or nominee, in Book-Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by the constitution and laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the Act, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any
constitutional or statutory or other lawful limitation; and that provision has been made for the 
collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City 
sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal 
hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of 
authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Evanston, Cook County, Illinois, by its City Council, has caused this 
Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by 
the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile 
thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date 
identified above.

Mayor, City of Evanston
Cook County, Illinois

ATTEST:

City Clerk, City of Evanston
Cook County, Illinois
[SEAL]
CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the [Taxable] General Obligation [Corporate Purpose][Refunding] Bonds, Series 2017[A][B][C], having a Dated Date of ________, 2017, of the City of Evanston, Cook County, Illinois.

____________________
[Signature]

As Bond Registrar

Date of Authentication: ____________, 20__

By SPECIMEN

Authorized Officer

[FORM OF BONDS - REVERSE SIDE]

This bond is one of a series of bonds (the “Bonds”) in the aggregate principal amount of $____________ issued by the City for the purpose of paying a part of the costs of [the Capital Improvement Project][the Refunding][the Refinancing], and of paying expenses incidental thereto, all as described and defined in Ordinance Number 82-O-17 of the City, passed by the City Council on the 11th day of September, 2017, authorizing the Bonds (as supplemented by the Bond Order authorized therein and executed in connection with the sale of the Bonds, the “Ordinance”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as
a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, and pursuant to the provisions of the Local Government Debt Reform Act, as amended (such code and powers, as supplemented, being the “Act”), and with the Ordinance, which has been duly executed by the Mayor, and published in pamphlet form, in all respects as by law required.

[Optional and Mandatory Redemption provisions, as needed.]

This Bond is subject to provisions relating to redemption and notice thereof and other terms of redemption; provisions relating to registration, transfer, and exchange; and such other terms and provisions relating to security and payment as are set forth in the Ordinance; to which reference is hereby expressly made, and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject.

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Here insert Social Security Number, Employer Identification Number or other Identifying Number.

___________________________________________________________________________________

___________________________________________________________________________________
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

___________________________________________________________________________________

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: ______________________________ ______________________________

Signature guaranteed: ______________________________

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10.  Security for the Bonds. The Bonds are a general obligation of the City, for which the full faith and credit of the City are irrevocably pledged, and are payable from the levy of the Ad Valorem Property Taxes on all of the taxable property in the City, without limitation as to rate or amount.

Section 11.  Tax Levy; Abatements. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity or as subject to mandatory redemption, there is hereby levied upon all of the taxable property within the City, in the years for which any Series of the Bonds are outstanding, a direct annual tax sufficient for that purpose for each Series of Bonds; and there is hereby levied upon all of the taxable property within the City, in the years for which any Series of the Bonds are outstanding, a direct annual tax (the “Ad Valorem Property Taxes” as defined) in amounts as shall be fully set forth in the Bond Order for each Series of the Bonds. Ad Valorem Property Taxes and other moneys on deposit in the Bond Fund from time to time (“Bond Moneys” as herein defined) shall be applied to pay principal of
and interest on each Series of the Bonds. Interest on or principal of each Series of the Bonds coming due at any time when there are insufficient Bond Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the deposit of the Ad Valorem Property Taxes; and when the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the Ad Valorem Property Taxes. The City and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Property Taxes may lawfully be levied, extended, and collected as provided herein. In the event that funds from any other lawful source are made available for the purpose of paying any principal of or interest on any of the Bonds so as to enable the abatement of the taxes levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings, direct the transfer of such funds to the respective Bond Fund, and shall then direct the abatement of the taxes by the amount so deposited. The City covenants and agrees that it will not direct the abatement of taxes until money has been deposited into the respective Bond Fund in the amount of such abatement. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

Section 12. Filing with County Clerk. Promptly, after this Ordinance becomes effective and upon execution of the first Bond Order, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk. Under authority of this Ordinance, the County Clerk shall in and for each of the years as set forth in each and every Bond Order ascertain the rate percent required to produce the aggregate Ad Valorem Property Taxes levied in each of such years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in such years in and by the City for general corporate purposes of the City; and in each of those years such annual tax shall be levied and
collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for such years are levied and collected, without limit as to rate or amount, and in addition to and in excess of all other taxes.

Section 13. Sale of Bonds; Bond Order(s); Official Statement. A. The Designated Officers are hereby authorized to proceed, without any further official authorization or direction whatsoever from the Corporate Authorities, to sell and deliver Bonds as herein provided. The Designated Officers shall be and are hereby authorized and directed to sell each Series of the Bonds to the Purchaser at not less than the Purchase Price, provided, however, that the following conditions shall also be met:

(1) The Purchaser shall be the winning bidder at public competitive sale of the respective Series of Bonds.

(2) The Financial Advisors shall provide advice (in the form of written certificate or report) that the terms of the Bonds are fair and reasonable in light of current conditions in the market for obligations such as the Bonds.

(3) For the 2017B Bonds, the Financial Advisors shall provide advice (in the form of written certificate or report) that the savings accomplished by the Refunding is not less than three percent (3.0%) of the par amount of the Refunded Bonds.

Nothing in this Section shall require the Designated Officers to sell the Bonds if in their judgment the conditions in the bond markets shall have markedly deteriorated from the time of adoption hereof, but the Designated Officers shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance shall have been met. Incidental to any sale of the Bonds, the Designated Officers shall find and determine that no person responsible for sale of the Bonds and holding any office of the City either by election or appointment, is in any manner financially interested, either directly, in
his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the agreement with the Purchaser for the purchase of the Bonds.

B. Upon the sale of the Bonds of any Series, the Designated Officers and any other officers of the City as shall be appropriate shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds of such Series as may be necessary, including, without limitation, a Bond Order, Official Statement, Bond Purchase Agreement, and closing documents; such certifications, tax returns, and documentation as may be required by Bond Counsel, including, specifically, a tax exemption certificate and agreement for the Bonds, to render their opinion(s) as to the Tax-exempt status of the interest on the Tax-exempt Bonds. The Preliminary Official Statement relating to the Bonds, such document to be in substantially the form now on file with the City Clerk and available to the Mayor and Aldermen and to members of the interested public, is hereby in all respects authorized and approved; and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is also hereby authorized and approved. The Designated Officers are (or either of them is) hereby authorized to execute each Bond Purchase Agreement and the Official Statement, their (his or her) execution to constitute full and complete approval of all necessary or appropriate completions and revisions as shall appear therein. Upon the sale of a Series of the Bonds, the Designated Officers so acting shall prepare the Bond Order for same, such document to be in substantially the form as set forth as Exhibit A attached hereto, which shall include the pertinent details of sale as provided herein, and which shall enumerate the levy of taxes to pay the Bonds, and such shall in due course be entered into the records of the City and made available to the Corporate Authorities.

The authority to sell the Bonds pursuant to any Bond Order as herein provided shall expire on December 31, 2017.
Section 14. Continuing Disclosure Undertaking. The Mayor or either of the Designated Officers of the City is hereby authorized, empowered, and directed to execute and deliver the Continuing Disclosure Undertaking in substantially the same form as now before the City as Exhibit B to this Ordinance, or with such changes therein as the officer executing the Continuing Disclosure Undertaking on behalf of the City shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees, and agents of the City, and the officers, employees, and agents of the City are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.
Section 15. Creation of Funds and Appropriations. A. There is hereby created the “Series 2017A Bonds Debt Service Account” (the “2017A Bond Fund”), which shall be the fund for the payment of principal of and interest on all 2017A Bonds, the “Series 2017B Bonds Debt Service Account” (the “2017B Bond Fund”), which shall be the fund for the payment of principal of and interest on all 2017B Bonds, and the “Series 2017C Bonds Debt Service Account” (the “2017C Bond Fund” and, together with the 2017A Bond Fund and the 2017B Bond Fund, the “Bond Funds”). Accrued interest, if any, received upon delivery of the respective Series of Bonds shall be deposited into the respective Bond Fund and be applied to pay first interest coming due on the corresponding Series of Bonds.

B. The Ad Valorem Property Taxes for each respective Series of Bonds shall either be deposited into the respective Bond Fund and used solely and only for paying the principal of and interest on the respective Series of Bonds or be used to reimburse a fund or account from which advances to the respective Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Ad Valorem Property Taxes. Interest income or investment profit earned in each Bond Fund shall be retained in said Bond Fund for payment of the principal of or interest on the respective Series of Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the respective Series of Bonds, all present and future proceeds of the Ad Valorem Property Taxes for the sole benefit of the registered owners of the respective Series of Bonds, subject to the reserved right of the Corporate Authorities to transfer certain interest income or investment profit earned in the Bond Funds to other funds of the City, as described in the preceding sentence.

C. The amount necessary from the proceeds of each Series of Bonds shall be used to pay costs of issuance of the respective Series of Bonds and shall be deposited into a separate fund, hereby created, designated the “2017[Series Designation] Expense Fund.” Any disbursements from such funds
shall be made from time to time as necessary. Any excess in said fund established for the 2017A Bonds shall be deposited into the Capital Improvement Project Fund hereinafter created after six months from the date of issuance of the 2017A Bonds. Any excess in said fund established for the 2017B Bonds shall be deposited into the 2017B Bond Fund hereinabove created after six months from the date of issuance of the 2017A Bonds. Any excess in said fund established for the 2017C Bonds shall be deposited into the 2017C Bond Fund hereinabove created after six months from the date of issuance of the 2017C Bonds.

D. The remaining proceeds of the 2017A Bonds shall be set aside in a separate fund, hereby created, and designated as the “Series 2017A Capital Improvement Project Fund” (the “Capital Improvement Project Fund”), and be used to pay costs of the Capital Improvement Project, including costs of issuance of the Bonds which for any reason are not paid from the 2017A Expense Fund.

E. The proceeds of the 2017B Bonds not needed to pay the expenses of issuing the 2017B Bonds, together with any premium received from the sale of the 2017B Bonds and such additional amounts as may be necessary from the general funds of the City, are hereby appropriated for the purpose of refunding the Refunded Bonds and are hereby ordered deposited in escrow pursuant to the Escrow Letter Agreement, in substantially the form attached hereto as Exhibit C and made a part hereof by this reference, or with such changes therein as shall be approved by the officers of the City executing the Escrow Letter Agreement, such execution to constitute evidence of the approval of such changes, for the purpose of paying the principal of and interest on the Refunded Bonds when due and upon redemption thereof. The Corporate Authorities approve the form, terms and provisions of the Escrow Letter Agreement and direct the Mayor and City Clerk of the City to execute, attest and deliver the Escrow Letter Agreement in the name and on behalf of the City. Amounts in the escrow may be used to purchase U.S. Treasury Securities – State and Local Government Series (the “Government Securities”), or held in cash or invested in Defeasance Obligations (as defined in Section 20 of this Ordinance), to provide for the principal and interest payable on the Refunded Bonds when redeemed. The paying
agent for the Prior Bonds is hereby authorized to act as agent for the City in the purchase of the Government Securities. In accordance with the redemption provisions of the ordinance authorizing the issuance of the Refunded Bonds, the City by the Corporate Authorities does hereby make provision for the payment of and does hereby call (subject only to the delivery of the 2017B Bonds) the Refunded Bonds for redemption on the redemption date, specified in and as provided by the terms of the Escrow Letter Agreement.

F. The proceeds of the 2017C Bonds not needed to pay the expenses of issuing the 2017C Bonds, together with any premium received from the sale of the 2017C Bonds and such additional amounts as may be necessary from the general funds of the City, are hereby appropriated for the purpose of repaying certain outstanding lines of credit associated with the TIF Districts, and shall be set aside in a separate fund, hereby created, and designated as the “Series 2017C Refinancing Fund” (the “Refinancing Fund”).

G. Alternatively, the Treasurer of the City may allocate proceeds of the Bonds otherwise designated for the respective Bond Fund, the respective Expense Fund, the Capital Improvement Project Fund or the TIF Project Fund to one or more related funds of the City already in existence; provided, however, that this shall not relieve the City officers of the duty to account for the proceeds as herein provided.

H. The Corporate Authorities reserve the right, as it becomes necessary from time to time, to revise the Capital Improvement Project, to change priorities, to revise cost allocations between projects and to substitute projects, in order to meet current needs of the City; subject, however, to the various covenants set forth in this Ordinance and in related certificates given in connection with delivery of the Bonds and also subject to the obtaining of the opinion of Bond Counsel or of some other attorney or firm of attorneys whose opinions are generally acceptable to the purchasers in the national marketplace.
of governmental Tax-exempt obligations ("Other Bond Counsel") that such changes or substitutions are proper under the Act and do not adversely affect the Tax-exempt status of the Tax-exempt Bonds.

Section 16.  Non-Arbitrage and Tax-Exemption.  The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Tax-exempt Bonds) if taking, permitting, or omitting to take such action would cause any of the Tax-exempt Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code, or would otherwise cause the interest on the Tax-exempt Bonds to be included in the gross income of the recipients thereof for federal income tax purposes.  The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Tax-exempt Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.  In furtherance of the foregoing provisions, but without limiting their generality, the City agrees:  (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by Bond Counsel; (c) to consult with such Bond Counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 17.  Reimbursement.  With respect to expenditures for the Capital Improvement Project paid within the 60-day period ending on this date and with respect to which no declaration of intent was previously made, the City hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the 2017A Bonds in the amount indicated in the Tax Exemption Certificate
and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

**Section 18. Municipal Bond Insurance.** In the event the payment of principal of and interest on a Series of the Bonds is insured pursuant to a municipal bond insurance policy (a “Municipal Bond Insurance Policy”) issued by a bond insurer (a “Bond Insurer”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of such Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding such Bonds, amendment hereof, or other terms, as approved by any of the City officers on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

**Section 19. Rights and Duties of Bond Registrar.** If requested by the Bond Registrar, any officer of the City is authorized to execute a mutually agreeable form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar under this Ordinance. In addition to the terms of such agreement and subject to modification thereby, the Bond Registrar by acceptance of duties under this Ordinance agrees (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein; (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential to the extent permitted by law; (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer; (d) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and (e) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding, and payments made with respect to interest on the Bonds. The City covenants with respect to the Bond Registrar, and the Bond Registrar further covenants and agrees as follows:
(A) The City shall at all times retain a Bond Registrar with respect to the Bonds; it will maintain at the designated office(s) of such Bond Registrar a place or places where Bonds may be presented for payment, registration, transfer, or exchange; and it will require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

(B) The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the City that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. Any Bond Registrar shall be the agent of the City and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on Bonds.

(C) The City may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the City covenants and agrees that it will thereupon appoint a successor Bond Registrar. The City shall give notice of any such appointment made by it to each registered owner of any Bond within twenty days after such appointment in any reasonable manner as the City shall select. Any Bond Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association, and having capital and surplus and undivided profits in excess of $50,000,000. The
City Clerk of the City is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

Section 20.  **Defeasance.**  Any Bond or Bonds (a) which are paid and cancelled; (b) which have matured and for which sufficient sums been deposited with the Bond Registrar to pay all principal and interest due thereon; or (c) (i) for which sufficient funds and Defeasance Obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity, pursuant to an irrevocable escrow or trust agreement, (ii) accompanied by an opinion of Bond Counsel or Other Bond Counsel as to compliance with the covenants with respect to such Bonds, and (iii) accompanied by an express declaration of defeasance by the Corporate Authorities; shall cease to have any lien on or right to receive or be paid from Bond Moneys or the Bond Fund hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds.  All covenants relative to the Tax-exempt status of Tax-exempt Bonds; and payment, registration, transfer, and exchange; are expressly continued for all affected Bonds whether outstanding Bonds or not.  For purposes of this Section, “Defeasance Obligations” means (a) noncallable, non-redeemable, direct and general full faith and credit obligations of the United States Treasury (“Directs”), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs or (c) other noncallable, non-redeemable, obligations unconditionally guaranteed as to timely payment to maturity by the United States Treasury.

Section 21.  **Prior Bonds and Taxes.**  The taxes previously levied to pay principal of and interest on the Refunded Bonds, to the extent such principal and interest is provided for from the proceeds of the Bonds as hereinabove described, shall be abated.  The filing of a certificate of abatement with the County Clerk shall constitute authority and direction for the County Clerk to make such abatement.  Such taxes as previously levied which are either on hand or cannot be abated (already in the process of
extension or collection) shall be used for lawful purposes of the City, including the payment of debt service on the Bonds, so as to reduce the need for the levy of taxes for the Bonds.

Section 22. Record-Keeping Policy and Post-Issuance Compliance Matters. On the 8th day of October, 2012, the Corporate Authorities adopted a record-keeping policy (the “Policy”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Corporate Authorities and the City hereby reaffirm the Policy.

Section 23. Publication of Ordinance. A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 24. Severability. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.
Section 25. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict with this Ordinance, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

ADOPTED: This 11th day of September, 2017.

AYES:


NAYS:


ABSENT:


WITNESS AND APPROVED: September 11, 2017

_______________________________
Mayor, City of Evanston

Cook County, Illinois
Published in pamphlet form by authority of the Corporate Authorities on September __, 2017.

ATTEST:

______________________________________
City Clerk, City of Evanston
Cook County, Illinois
EXTRACT OF MINUTES of the regular public meeting of the City Council of the City of Evanston, Cook County, Illinois, held at the City Hall, located at 2100 Ridge Avenue, in said City, at 7:30 p.m., on Monday, the 14th day of August, 2017.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, the Mayor, Stephen H. Hagerty, being physically present at such place and time, and the following Aldermen, being physically present at such place and time, answered present: ____________________________________________________________

_______________________________________________________________________

_______________________________________________________________________.

The following Aldermen were allowed by a majority of the Aldermen in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: ____________________________________________________________

No Alderman was denied permission to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: ____________________________________________________________.

*   *   *   *   *   *   *   *   *   *   *   *   *

There being a quorum present, various business of the City was conducted.

*   *   *   *   *   *   *   *   *   *   *   *   *
The City Council then discussed a proposed capital improvement program for the City and considered the introduction of an ordinance providing for the issuance of one or more series of General Obligation Corporate Purpose Bonds, Series 2017A of the City, one or more series of General Obligation Refunding Bonds, Series 2017B of the City, and one or more series of Taxable General Obligation Corporate Purpose Bonds, Series 2017C of the City, authorizing the execution of one or more bond orders in connection therewith and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

Thereupon, Alderman _______________ presented an ordinance entitled:

AN ORDINANCE providing for the issuance of one or more series of not to exceed $14,500,000 General Obligation Corporate Purpose Bonds, Series 2017A, one or more series of not to exceed $9,665,000 General Obligation Refunding Bonds, Series 2017B, and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2017C of the City of Evanston, Cook County, Illinois, for capital improvement and refunding purposes, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale.

(the “Bond Ordinance”).

A discussion of the matter followed. During the discussion, Alderman ____________ gave a public recital of the nature of the matter, which included a reading of the title of the Bond Ordinance and review of the certain provisions of the ordinance, and the following further information.

[Here insert further statements, if any]
Alderman _______________ moved and Alderman _______________ seconded the motion that the Bond Ordinance as presented be introduced.

The Mayor directed that the roll be called for a vote upon the motion to introduce the ordinance.

Upon the roll being called, the following Aldermen voted AYE: __________________________
___________________________________________________________________________________.

and the following Aldermen voted NAY: ___________________________________________________

WHEREUPON, the Mayor declared the motion carried and the ordinance introduced, and did direct the City Clerk to record the same in full in the records of the City of Evanston, Cook County, Illinois.

* * * * * * * * * * * * * * * *

Other business was duly transacted at said meeting.

* * * * * * * * * * * * * * * *

Upon motion duly made and carried, the meeting adjourned.

__________________________________________

City Clerk
I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Evanston, Cook County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “Corporate Authorities”) of the City.

I do further certify that the foregoing extract of minutes is a full, true, and complete transcript of that portion of the minutes of the meeting (the “Meeting”) of the Corporate Authorities held on the 14th day of August, 2017 insofar as the same relates to the introduction of an ordinance, numbered 82-O-17, entitled:

**AN ORDINANCE providing for the issuance of one or more series of not to exceed $14,500,000 General Obligation Corporate Purpose Bonds, Series 2017A, one or more series of not to exceed $9,665,000 General Obligation Refunding Bonds, Series 2017B, and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2017C of the City of Evanston, Cook County, Illinois, for capital improvement and refunding purposes, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale.**

(the “Ordinance”) a true, correct, and complete copy of which Ordinance as introduced at the Meeting appears in the foregoing transcript of the minutes of the Meeting.
I do further certify that the deliberations of the Corporate Authorities on the introduction of the Ordinance were taken openly; that the vote on the introduction of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda (the “Agenda”) for the Meeting was posted at the location where the Meeting was held and at the principal office of the Corporate Authorities (both such locations being at City Hall) at least 72 hours in advance of the Meeting and also not later than 5:00 p.m. on Friday, August 11, 2017, and remained continuously so posted until the adjournment of the Meeting; that said Agenda contained a separate specific item relating to the consideration of the Ordinance and that a true, correct, and complete copy of said Agenda as so posted is attached to this certificate; that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended; and the Illinois Municipal Code, as amended; and that the Corporate Authorities have complied with all of the provisions of such Act and Code and with all of the procedural rules of the Corporate Authorities in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this 14th day of August, 2017.

_________________________________
City Clerk

[SEAL]
EXTRACT OF MINUTES of the regular public meeting of the City Council of the City of Evanston, Cook County, Illinois, held at the City Hall, located at 2100 Ridge Avenue, in said City, at 7:00 p.m., on Monday, the 11th day of September, 2017.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, the Mayor, Stephen H. Hagerty, being physically present at such place and time, and the following Aldermen, being physically present at such place and time, answered present: __________________________________________________________
_____________________________________________________________________
_____________________________________________________________________.

The following Aldermen were allowed by a majority of the Aldermen in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: ________________________________

No Alderman was denied permission to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: ________________________________

* * * * * * * * * * * * * * * * * * * *

There being a quorum present, various business of the City was conducted.

* * * * * * * * * * * * * * * *
The City Council then discussed a proposed capital improvement program for the City and considered an ordinance providing for the issuance of one or more series of General Obligation Corporate Purpose Bonds, Series 2017A of the City, one or more series of General Obligation Refunding Bonds, Series 2017B of the City and one or more series of Taxable General Obligation Corporate Purpose Bonds, Series 2017C of the City, authorizing the execution of one or more bond orders in connection therewith and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

Thereupon, Alderman _______________ presented an ordinance entitled:

AN ORDINANCE providing for the issuance of one or more series of not to exceed $14,500,000 General Obligation Corporate Purpose Bonds, Series 2017A, one or more series of not to exceed $9,665,000 General Obligation Refunding Bonds, Series 2017B, and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2017C of the City of Evanston, Cook County, Illinois, for capital improvement and refunding purposes, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale.

(the “Bond Ordinance”).

A discussion of the matter followed. During the discussion, Alderman __________ gave a public recital of the nature of the matter, which included a reading of the title of the Bond Ordinance and review of the section headings, and the following further information.

[Here insert further statements, if any]
Alderman _______________ moved and Alderman _______________ seconded the motion that the Bond Ordinance as presented be adopted.

The Mayor directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Aldermen voted AYE: __________________________
__________________________________________________________ .

and the following Aldermen voted NAY: _____________________________________________

WHEREUPON, the Mayor declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the City Clerk to record the same in full in the records of the City of Evanston, Cook County, Illinois.

* * * * * * * * * * * *

Other business was duly transacted at said meeting.

* * * * * * * * * * * *

Upon motion duly made and carried, the meeting adjourned.

________________________________________
City Clerk
CERTIFICATION OF AGENDA, ADOPTION MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Evanston, Cook County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “Corporate Authorities”) of the City.

I do further certify that the foregoing extract of minutes is a full, true, and complete transcript of that portion of the minutes of the meeting (the “Meeting”) of the Corporate Authorities held on the 11th day of September, 2017 insofar as the same relates to the adoption of an ordinance, numbered 82-O-17, entitled:

AN ORDINANCE providing for the issuance of one or more series of not to exceed $14,500,000 General Obligation Corporate Purpose Bonds, Series 2017A, one or more series of not to exceed $9,665,000 General Obligation Refunding Bonds, Series 2017B, and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2017C of the City of Evanston, Cook County, Illinois, for capital improvement and refunding purposes, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale.

(the “Ordinance”) a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.
I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda (the “Agenda”) for the Meeting was posted at the location where the Meeting was held and at the principal office of the Corporate Authorities (both such locations being at City Hall) at least 72 hours in advance of the Meeting and also not later than 5:00 p.m. on Friday, September 8, 2017; that said Agenda contained a separate specific item relating to the consideration of the Ordinance and that a true, correct, and complete copy of said Agenda as so posted is attached to this certificate; that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended; and the Illinois Municipal Code, as amended; and that the Corporate Authorities have complied with all of the provisions of such Act and Code and with all of the procedural rules of the Corporate Authorities in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this 11th day of September, 2017.

_________________________________  
City Clerk

[SEAL]
STATE OF ILLINOIS )
COUNTY OF COOK )
SS

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Evanston, Cook County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “Corporate Authorities”) of the City.

I do further certify that on the ____ day of September, 2017, there was published in pamphlet form, by authority of the City Council, a true, correct, and complete copy of Ordinance Number 82-O-17 of the City entitled:

AN ORDINANCE providing for the issuance of one or more series of not to exceed $14,500,000 General Obligation Corporate Purpose Bonds, Series 2017A, one or more series of not to exceed $9,665,000 General Obligation Refunding Bonds, Series 2017B, and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2017C of the City of Evanston, Cook County, Illinois, for capital improvement and refunding purposes, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale.

and providing for the issuance of said bonds, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at my office as City Clerk located in the City.
IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City this ____

day of September, 2017.

_________________________________

City Clerk

[SEAL]
I do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such officer I do hereby certify that on the ____ day of __________, 2017 there was filed in my office a properly certified copy of Ordinance Number 82-O-17, duly adopted by the City Council of the City of Evanston, Cook County, Illinois, on the 11th day of September, 2017 and entitled:

AN ORDINANCE providing for the issuance of one or more series of not to exceed $14,500,000 General Obligation Corporate Purpose Bonds, Series 2017A, one or more series of not to exceed $9,665,000 General Obligation Refunding Bonds, Series 2017B, and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2017C of the City of Evanston, Cook County, Illinois, for capital improvement and refunding purposes, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale.

and approved by the Mayor of said City, and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Cook, Illinois, this ____ day of _______________, 2017.
County Clerk of The County
of Cook, Illinois

[Seal]
## SOURCES AND USES OF FUNDS

City of Evanston, IL  
G.O. Refunding Bonds, Series 2017B  
Sale 9/28/2017 - Settlement 10/16/2017  
DRAFT  
Proportional Savings Solution

| Sources: |
|------------------|------------------|
| **Bond Proceeds:** | **Other Sources of Funds:** |
| Par Amount | 9,665,000.00 |
| Scheduled 12/1/2017 Principal | 1,400,000.00 |
| Scheduled 12/1/2017 Interest | 242,209.38 |
| **Total** | 1,642,209.38 |

| Uses: |
|------------------|------------------|
| **Refunding Escrow Deposits:** | **Delivery Date Expenses:** |
| Cash Deposit | 11,161,841.15 |
| **Total** | 143,625.20 |

<table>
<thead>
<tr>
<th><strong>Other Uses of Funds:</strong></th>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Proceeds</td>
<td>1,743.03</td>
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<tr>
<td><strong>Total</strong></td>
<td>11,307,209.38</td>
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</tbody>
</table>
SUMMARY OF REFUNDING RESULTS
City of Evanston, IL
G.O. Refunding Bonds, Series 2017B
Sale 9/28/2017 - Settlement 10/16/2017
DRAFT
Proportional Savings Solution

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
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<tbody>
<tr>
<td>Dated Date</td>
<td>10/16/2017</td>
</tr>
<tr>
<td>Delivery Date</td>
<td>10/16/2017</td>
</tr>
<tr>
<td>Arbitrage yield</td>
<td>2.475880%</td>
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<tr>
<td>Escrow yield</td>
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<td>Value of Negative Arbitrage</td>
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<tr>
<td>Bond Par Amount</td>
<td>9,665,000.00</td>
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<tr>
<td>True Interest Cost</td>
<td>2.671478%</td>
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<tr>
<td>Net Interest Cost</td>
<td>2.661732%</td>
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<tr>
<td>Average Coupon</td>
<td>2.484077%</td>
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<tr>
<td>Average Life</td>
<td>5.629</td>
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<tr>
<td>Par amount of refunded bonds</td>
<td>10,960,000.00</td>
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<tr>
<td>Average coupon of refunded bonds</td>
<td>4.628989%</td>
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<tr>
<td>Average life of refunded bonds</td>
<td>5.038</td>
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<td>PV of prior debt to 10/16/2017 @ 2.475880%</td>
<td>12,218,966.06</td>
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<td>Net PV Savings</td>
<td>913,499.71</td>
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<tr>
<td>Percentage savings of refunded bonds</td>
<td>8.334851%</td>
</tr>
<tr>
<td>Percentage savings of refunding bonds</td>
<td>9.451627%</td>
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</table>
### SUMMARY OF BONDS REFUNDED

City of Evanston, IL  
G.O. Refunding Bonds, Series 2017B  
Sale 9/28/2017 - Settlement 10/16/2017  
DRAFT  
Proportional Savings Solution

<table>
<thead>
<tr>
<th>Bond</th>
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<th>Interest Rate</th>
<th>Par Amount</th>
<th>Call Date</th>
<th>Call Price</th>
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<td></td>
<td>12/01/2019</td>
<td>4.000%</td>
<td>1,020,000.00</td>
<td>11/01/2017</td>
<td>100.000</td>
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<tr>
<td></td>
<td>12/01/2022</td>
<td>4.250%</td>
<td>880,000.00</td>
<td>11/01/2017</td>
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<tr>
<td></td>
<td>12/01/2023</td>
<td>4.125%</td>
<td>920,000.00</td>
<td>11/01/2017</td>
<td>100.000</td>
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<td></td>
<td>12/01/2024</td>
<td>4.375%</td>
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<td>100.000</td>
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<td>5.000%</td>
<td>1,000,000.00</td>
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<td>100.000</td>
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<tr>
<td></td>
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<td>5.000%</td>
<td>1,045,000.00</td>
<td>11/01/2017</td>
<td>100.000</td>
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<td>1,100,000.00</td>
<td>11/01/2017</td>
<td>100.000</td>
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<td>TERM21</td>
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<td>4.250%</td>
<td>1,655,000.00</td>
<td>11/01/2017</td>
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10,960,000.00
### PRIOR BOND DEBT SERVICE

**City of Evanston, IL**  
G.O. Refunding Bonds, Series 2017B  
Sale 9/28/2017 - Settlement 10/16/2017  
DRAFT

Proportional Savings Solution

<table>
<thead>
<tr>
<th>Period Ending</th>
<th>Principal</th>
<th>Coupon</th>
<th>Interest</th>
<th>Debt Service</th>
<th>Annual Debt Service</th>
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<tr>
<td>12/01/2017</td>
<td>1,400,000</td>
<td>4.25%</td>
<td>242,209.38</td>
<td>1,642,209.38</td>
<td>1,642,209.38</td>
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<tr>
<td>06/01/2018</td>
<td>985,000</td>
<td>4.00%</td>
<td>212,459.38</td>
<td>1,197,459.38</td>
<td>1,409,918.76</td>
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<tr>
<td>06/01/2019</td>
<td>1,020,000</td>
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<td>192,759.38</td>
<td>1,212,759.38</td>
<td>1,405,518.76</td>
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<tr>
<td>06/01/2020</td>
<td>810,000</td>
<td>4.25%</td>
<td>172,359.38</td>
<td>1,082,359.38</td>
<td>1,154,718.76</td>
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<tr>
<td>06/01/2021</td>
<td>845,000</td>
<td>4.25%</td>
<td>155,146.88</td>
<td>1,040,146.88</td>
<td>1,155,293.76</td>
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<tr>
<td>06/01/2022</td>
<td>880,000</td>
<td>4.25%</td>
<td>137,190.63</td>
<td>1,017,190.63</td>
<td>1,154,381.26</td>
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<tr>
<td>06/01/2023</td>
<td>920,000</td>
<td>4.125%</td>
<td>118,490.63</td>
<td>999,490.63</td>
<td>1,156,981.26</td>
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<tr>
<td>06/01/2024</td>
<td>955,000</td>
<td>4.375%</td>
<td>99,515.63</td>
<td>999,515.63</td>
<td>1,154,031.26</td>
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<tr>
<td>06/01/2025</td>
<td>1,000,000</td>
<td>5.00%</td>
<td>78,625.00</td>
<td>869,625.00</td>
<td>1,157,250.00</td>
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<tr>
<td>06/01/2026</td>
<td>1,045,000</td>
<td>5.00%</td>
<td>53,625.00</td>
<td>538,625.00</td>
<td>1,152,250.00</td>
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<tr>
<td>06/01/2027</td>
<td>1,100,000</td>
<td>5.00%</td>
<td>27,500.00</td>
<td>308,500.00</td>
<td>1,155,000.00</td>
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</table>

| 10,960,000 | 2,737,553.20 | 13,697,553.20 | 13,697,553.20 |
## SAVINGS

City of Evanston, IL
G.O. Refunding Bonds, Series 2017B
Sale 9/28/2017 - Settlement 10/16/2017
DRAFT
Proportional Savings Solution

<table>
<thead>
<tr>
<th>Date</th>
<th>Prior Debt Service</th>
<th>Prior Receipts</th>
<th>Prior Net Cash Flow</th>
<th>Refunding Debt Service</th>
<th>Savings</th>
<th>Annual Savings</th>
<th>Present Value to 10/16/2017</th>
</tr>
</thead>
</table>
| 10/16/2017 | 1,642,209.38       | 1,642,209.38   | -1,642,209.38       | -1,642,209.38          | -1,642,209.38 | 70,168.77
| 12/01/2017 | 1,642,209.38       | 1,642,209.38   | -1,642,209.38       | 1,637,165.95           |         |                | 48,145.47
| 06/01/2018 | 212,459.38         | 212,459.38     | 141,203.13          | 71,256.25              | 70,168.77 |
| 12/01/2017 | 1,197,459.38       | 1,197,459.38   | 1,147,962.50        | 90,496.88              | 86,613.38 |
| 06/01/2019 | 192,759.38         | 192,759.38     | 102,612.50          | 90,496.88              | 86,613.38 |
| 12/01/2019 | 1,212,759.38       | 1,212,759.38   | 1,182,612.50        | 90,496.88              | 86,613.38 |
| 06/01/2020 | 172,359.38         | 172,359.38     | 91,812.50           | 90,496.88              | 86,613.38 |
| 12/01/2020 | 1,062,359.38       | 1,062,359.38   | 961,812.50          | 90,496.88              | 86,613.38 |
| 06/01/2021 | 155,146.88         | 155,146.88     | 83,112.50           | 90,496.88              | 86,613.38 |
| 12/01/2021 | 1,100,146.88       | 1,100,146.88   | 973,112.50          | 90,496.88              | 86,613.38 |
| 06/01/2022 | 137,190.63         | 137,190.63     | 73,100.00           | 90,496.88              | 86,613.38 |
| 12/01/2022 | 1,017,190.63       | 1,017,190.63   | 983,100.00          | 90,496.88              | 86,613.38 |
| 06/01/2023 | 118,490.63         | 118,490.63     | 62,862.50           | 90,496.88              | 86,613.38 |
| 12/01/2023 | 1,038,490.63       | 1,038,490.63   | 992,862.50          | 90,496.88              | 86,613.38 |
| 06/01/2024 | 99,515.63          | 99,515.63      | 52,400.00           | 90,496.88              | 86,613.38 |
| 12/01/2024 | 1,054,515.63       | 1,054,515.63   | 1,002,400.00        | 90,496.88              | 86,613.38 |
| 06/01/2025 | 78,625.00          | 78,625.00      | 40,525.00           | 90,496.88              | 86,613.38 |
| 12/01/2025 | 1,078,625.00       | 1,078,625.00   | 1,015,525.00        | 90,496.88              | 86,613.38 |
| 06/01/2026 | 53,625.00          | 53,625.00      | 27,850.00           | 90,496.88              | 86,613.38 |
| 12/01/2026 | 1,098,625.00       | 1,098,625.00   | 1,027,850.00        | 90,496.88              | 86,613.38 |
| 06/01/2027 | 27,500.00          | 27,500.00      | 14,350.00           | 90,496.88              | 86,613.38 |
| 12/01/2027 | 1,127,500.00       | 1,127,500.00   | 1,039,350.00        | 90,496.88              | 86,613.38 |
|            | 13,697,553.20      | 1642,209.38    | 12,055,343.82       | 11,016,415.63          | 1,038,928.19 |

### Savings Summary

- **PV of savings from cash flow**: 911,756.68
- **Plus: Refunding funds on hand**: 1,743.03

**Net PV Savings**: 913,499.71
BOND SUMMARY STATISTICS

City of Evanston, IL
G.O. Refunding Bonds, Series 2017B
Sale 9/28/2017 - Settlement 10/16/2017
DRAFT
Proportional Savings Solution

<table>
<thead>
<tr>
<th>Dated Date</th>
<th>10/16/2017</th>
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<tbody>
<tr>
<td>Delivery Date</td>
<td>10/16/2017</td>
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<tr>
<td>Last Maturity</td>
<td>12/01/2027</td>
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<tr>
<td>Arbitrage Yield</td>
<td>2.475880%</td>
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<tr>
<td>True Interest Cost (TIC)</td>
<td>2.671478%</td>
</tr>
<tr>
<td>Net Interest Cost (NIC)</td>
<td>2.661732%</td>
</tr>
<tr>
<td>All-In TIC</td>
<td>2.767557%</td>
</tr>
<tr>
<td>Average Coupon</td>
<td>2.484077%</td>
</tr>
<tr>
<td>Average Life (years)</td>
<td>5.629</td>
</tr>
<tr>
<td>Duration of Issue (years)</td>
<td>5.196</td>
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<tr>
<td>Par Amount</td>
<td>9,665,000.00</td>
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<tr>
<td>Bond Proceeds</td>
<td>9,665,000.00</td>
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<tr>
<td>Total Interest</td>
<td>1,351,415.63</td>
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<tr>
<td>Net Interest</td>
<td>1,448,065.63</td>
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<tr>
<td>Total Debt Service</td>
<td>11,016,415.63</td>
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<tr>
<td>Maximum Annual Debt Service</td>
<td>1,289,165.63</td>
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<tr>
<td>Average Annual Debt Service</td>
<td>1,088,041.05</td>
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Underwriter's Fees (per $1000)
Average Takedown
Other Fee | 10.000000
Total Underwriter's Discount | 10.000000
Bid Price | 99.000000

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<tr>
<th>Bond Component</th>
<th>Par Value</th>
<th>Price</th>
<th>Average Coupon</th>
<th>Average Life</th>
<th>PV of 1 bp change</th>
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<td>2.484%</td>
<td>5.629</td>
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<td>9,665,000.00</td>
<td></td>
<td>5.629</td>
<td>4,975.95</td>
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| Par Value | 9,665,000.00 | 9,665,000.00 | 9,665,000.00 |
|           | + Accrued Interest | + Premium (Discount) | - Underwriter's Discount |
|           | - Cost of Issuance Expense | - Other Amounts | |
| Target Value | 9,568,350.00 | 9,521,374.80 | 9,665,000.00 |
| Target Date | 10/16/2017 | 10/16/2017 | 10/16/2017 |
| Yield | 2.671478% | 2.767557% | 2.475880% |
BOND PRICING
City of Evanston, IL
G.O. Refunding Bonds, Series 2017B
Sale 9/28/2017 - Settlement 10/16/2017
DRAFT
Proportional Savings Solution

<table>
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<tr>
<th>Bond Component</th>
<th>Maturity Date</th>
<th>Amount</th>
<th>Rate</th>
<th>Yield</th>
<th>Price</th>
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<tr>
<td>12/01/2018</td>
<td>1,035,000</td>
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<td>2.000%</td>
<td>100.000</td>
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<tr>
<td>12/01/2019</td>
<td>1,080,000</td>
<td>2.000%</td>
<td>2.000%</td>
<td>100.000</td>
<td></td>
</tr>
<tr>
<td>12/01/2020</td>
<td>870,000</td>
<td>2.000%</td>
<td>2.000%</td>
<td>100.000</td>
<td></td>
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<tr>
<td>12/01/2021</td>
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<td>2.250%</td>
<td>2.250%</td>
<td>100.000</td>
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<tr>
<td>12/01/2022</td>
<td>910,000</td>
<td>2.250%</td>
<td>2.250%</td>
<td>100.000</td>
<td></td>
</tr>
<tr>
<td>12/01/2023</td>
<td>930,000</td>
<td>2.250%</td>
<td>2.250%</td>
<td>100.000</td>
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<tr>
<td>12/01/2024</td>
<td>950,000</td>
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<td>2.700%</td>
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<td>1,025,000</td>
<td>2.800%</td>
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<td>100.000</td>
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9,665,000

Dated Date 10/16/2017
Delivery Date 10/16/2017
First Coupon 06/01/2018

Par Amount 9,665,000.00
Original Issue Discount

| Production | 9,665,000.00 | 100.000000% |
| Underwriter's Discount | -96,650.00 | -1.000000% |

Purchase Price 9,568,350.00
Accrued Interest 99.000000%

Net Proceeds 9,568,350.00
# BOND DEBT SERVICE

City of Evanston, IL  
G.O. Refunding Bonds, Series 2017B  
Sale 9/28/2017 - Settlement 10/16/2017  
DRAFT  
Proportional Savings Solution

<table>
<thead>
<tr>
<th>Period Ending</th>
<th>Principal</th>
<th>Coupon</th>
<th>Interest</th>
<th>Debt Service</th>
<th>Annual Debt Service</th>
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</thead>
<tbody>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>12/01/2018</td>
<td>1,035,000</td>
<td>2.000%</td>
<td>112,962.50</td>
<td>1,147,962.50</td>
<td>1,289,165.63</td>
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<td>06/01/2019</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>12/01/2019</td>
<td>1,080,000</td>
<td>2.000%</td>
<td>102,612.50</td>
<td>1,182,612.50</td>
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<td>06/01/2020</td>
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<tr>
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<td>870,000</td>
<td>2.000%</td>
<td>91,812.50</td>
<td>961,812.50</td>
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<td>06/01/2021</td>
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<tr>
<td>12/01/2021</td>
<td>890,000</td>
<td>2.250%</td>
<td>83,112.50</td>
<td>973,112.50</td>
<td>1,056,225.00</td>
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<td>06/01/2022</td>
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</tr>
<tr>
<td>12/01/2022</td>
<td>910,000</td>
<td>2.250%</td>
<td>73,100.00</td>
<td>983,100.00</td>
<td>1,056,200.00</td>
</tr>
<tr>
<td>06/01/2023</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/01/2023</td>
<td>930,000</td>
<td>2.250%</td>
<td>62,862.50</td>
<td>992,862.50</td>
<td>1,055,725.00</td>
</tr>
<tr>
<td>06/01/2024</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/01/2024</td>
<td>950,000</td>
<td>2.500%</td>
<td>52,400.00</td>
<td>1,002,400.00</td>
<td>1,054,800.00</td>
</tr>
<tr>
<td>06/01/2025</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/01/2025</td>
<td>975,000</td>
<td>2.600%</td>
<td>40,525.00</td>
<td>1,015,525.00</td>
<td>1,056,050.00</td>
</tr>
<tr>
<td>06/01/2026</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/01/2026</td>
<td>1,000,000</td>
<td>2.700%</td>
<td>27,850.00</td>
<td>1,027,850.00</td>
<td>1,055,700.00</td>
</tr>
<tr>
<td>06/01/2027</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/01/2027</td>
<td>1,025,000</td>
<td>2.800%</td>
<td>14,350.00</td>
<td>1,039,350.00</td>
<td>1,053,700.00</td>
</tr>
</tbody>
</table>

9,665,000 1,351,415.63 11,016,415.63 11,016,415.63
ESCROW REQUIREMENTS

City of Evanston, IL
G.O. Refunding Bonds, Series 2017B
Sale 9/28/2017 - Settlement 10/16/2017
DRAFT
Proportional Savings Solution

<table>
<thead>
<tr>
<th>Period Ending</th>
<th>Interest</th>
<th>Principal Redeemed</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/01/2017</td>
<td>201,841.15</td>
<td>10,960,000.00</td>
<td>11,161,841.15</td>
</tr>
<tr>
<td></td>
<td>201,841.15</td>
<td>10,960,000.00</td>
<td>11,161,841.15</td>
</tr>
</tbody>
</table>
For City Council meeting of September 11, 2017

Ordinance 77-O-17: Decreasing Class I Liquor License for The Barn
Ordinance 78-O-17: Increasing Class D Liquor License for The Barn
For Action

Memorandum

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

From: W. Grant Farrar, Corporation Counsel
      Theresa Whittington, Liquor Licensing Manager & Legal Analyst

Subject: Ordinance 77-O-17, Decreasing the Number of Class I Liquor Licenses for The Barn Investment, LLC. d/b/a The Barn, 1016 Church Street (Rear), and Ordinance 78-O-17, Increasing the Number of Class D Liquor Licenses for The Barn Investment, LLC. d/b/a The Barn, 1016 Church Street (Rear).

Date: August 1, 2017

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 77-O-17 and Ordinance 78-O-17. These Ordinances were adopted at the August 14, 2017 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 78-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-five (55) to fifty-six (56). Ordinance 77-O-17 amends Evanston City Code of 2012 Subsection 3-4-6-(I), as amended, to decrease the number of authorized Class I liquor licenses from three (3) to two (2), and permit issuance of a Class D license to The Barn Investment, LLC. d/b/a The Barn (“Company”), 1016 Church Street (Rear). The Class D 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 licensed premise.

In April 2017, City Council granted Company representative Amy Morton’s application and request to change its liquor license from Class D to Class I. The Company has subsequently decided to revert back to its original Class D Liquor License.

Attachments:
Ordinance 77-O-17
Ordinance 78-O-17
AN ORDINANCE

Amending City Code Section 3-4-6-(I) to Decrease the Number of Class I Liquor Licenses from Three to Two (The Barn Investment, LLC. d/b/a The Barn, 1016 Church Street (Rear))

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

SECTION 1: Class I of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th></th>
<th>Restaurant/Package Store</th>
<th>Liquor Liquor</th>
<th>$7,500</th>
<th>$7,500</th>
<th>32</th>
<th>None</th>
<th>12 p.m. – 10 p.m. (Sun-Thurs); 12 p.m. – 11 p.m. (Fri-Sat)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(I) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class I liquor licenses from three (3) to two (2) to read as follows:

(I) CLASS I licenses, which shall authorize the retail sale in a restaurant of alcoholic liquor for both consumption on the licensed premises where sold, and for consumption off the premises. No Class I license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant", as defined in Section 3-4-1 of this Chapter. Each Class I license shall be subject to the following conditions:

1. The Class I license requires the licensee to operate both the restaurant and retail sales area. The licensee shall not assign the privilege to operate the retail sales area. Class I licenses authorize retail sales of alcoholic liquor in original packages to persons of at least twenty-one (21) years of age for consumption off the premises.

2. It shall be unlawful for a Class I licensee to sell a single container of wine in its original package unless the volume of the container is greater than or equal to
375 milliliters.

3. It shall be unlawful for a Class I licensee to sell a single container of beer in its original package unless the volume of the container is greater than or equal to ten (10) ounces or 295 milliliters.

4. It shall be unlawful for a Class I licensee to sell a single container of an alcoholic spirit in its original package unless the volume of the container is greater than or equal to 200 milliliters.

5. A Class I licensee shall sell alcoholic liquor in original packages for off-premises consumption at a cash register designated for the sale of such alcoholic liquor and which is operated by a person of at least twenty-one (21) years of age.

6. Alcoholic liquor may be sold in restaurants holding Class I licenses for consumption on the licensed premises only when their patrons are offered expanded food service during the hours set forth in this Section. An expanded food service shall consist of such items as sandwiches, flatbreads, empanadas, hot dogs, salads, or other similar a la carte items to customers who are purchasing a wine, beer, or alcoholic spirit.

7. The sale of alcoholic liquor for both on premises consumption, and for consumption off the premises, shall begin after twelve (12:00) p.m. Monday through Sunday. Alcoholic liquor shall not be sold after the hour of 10:00 p.m. on any Sunday through Thursday. Alcoholic liquor shall not be sold after the hour of 11:00 p.m. on any given Friday or Saturday.

8. Class I licenses shall permit the tasting of samples of beer, wine, and alcoholic spirits, permitted to be sold under this classification, on the licensed premises during authorized hours of business. No charge, cost, fee, or other consideration of any kind shall be levied for any such tasting. Licensees shall not provide more than three (3) free samples, each of which shall not exceed one (1) fluid ounce for wine, two (2) fluid ounces for beer, and one-quarter (0.25) fluid ounce for alcoholic spirits, to any person in a day. Licensees must have at least one (1) BASSET-certified site Manager on-premises whenever offering wine, beer, or alcoholic spirits for tasting. Licensees must provide food service when offering wine, beer, and/or alcoholic spirits for tasting.

9. Class I license fees are as follows:

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single-payment fee for initial issuance or renewal of such license shall be $7,500.00.
The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be $7,875.00.

No more than three (3) two (2) 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

__________________________, 2017

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Raid, City Clerk

W. Grant Farrar, Corporation Counsel

~3~

325 of 503
AN ORDINANCE

Amending City Code Section 3-4-6-(D) to Increase the Number of Class D Liquor Licenses from Fifty-Five to Fifty-six
(The Barn Investment, LLC d/b/a The Barn, 1016 Church Street (Rear))

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

SECTION 1: Class D of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Restaurant</th>
<th>Liquor</th>
<th>Hours</th>
<th>Fee 1</th>
<th>Fee 2</th>
<th>Fee 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class D</td>
<td>Restaurant</td>
<td>Liquor</td>
<td>None</td>
<td>$2,800</td>
<td>$2,800</td>
<td>5556</td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(D) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class D liquor licenses from fifty-five (55) to fifty-six (56) to read as follows:

(D) CLASS D licenses, which shall authorize the retail sale in restaurants only of alcoholic liquor for consumption on the premises where sold. No such license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant", as defined in 3-4-1 of this Chapter. Alcoholic liquor may be sold in restaurants holding Class D licenses only during the period when their patrons are offered a complete meal.

The applicant for the renewal only of such licenses may elect to pay the amount required herein semiannually or annually. Such election shall be made at the time of application.

The annual single-payment fee for initial issuance or renewal of such license shall be two thousand eight hundred dollars ($2,800.00).

The total fee required hereunder for renewal applicants electing to make semiannual
payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be two thousand nine hundred forty dollars ($2,940.00).

No more than fifty-five (55) fifty-six (56) such license(s) shall be in force at any one (1) time.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _____________________, 2017

Approved:

Adopted: _____________________, 2017

______________________________

Stephan H. Hagerty, Mayor

Attest:

Approved as to form:

______________________________

W. Grant Farrar, Corporation Counsel

Devon Reid, City Clerk

~2~
Memorandum

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

From: Lara Biggs, Capital Planning and Engineering Bureau Chief

Subject: Capital Improvement Plan (CIP) Project Update

Date: September 1, 2017

Recommended Action:
Staff will provide an update of the major Capital Improvement Plan (CIP) projects.
For A&PW meeting of September 11, 2017
Tax Exempt Property Analysis
For Discussion

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: Northwestern University/Tax Exempt Property Analysis update/REVISED

Date: August 31, 2017

Item for Discussion

Northwestern University (NU) property is tax exempt as a not-for-profit institution. Just as the City may pay taxes when for profit uses are conducted on City property, NU also pays “leasehold property taxes” if the use warrants such payment. Since Cook County literally does not track the property value of NU property, the City cannot use them as a source for any valuation. While the City could use recent building permit data to determine market value of newer buildings, as we move back in time this data would need to be adjusted substantially to come up with a total “value”. The most recent analysis shown below uses a square foot (sq. ft.) analysis, comparing the taxes generated from all buildings to arrive at a rough estimate of potential taxes that would be paid if NU was not tax-exempt.

Assuming that all NU properties are tax-exempt, staff compared the total sq. ft. data for the entire City, and other subsets as noted in the table below.

<table>
<thead>
<tr>
<th>Tax Status</th>
<th>Property Count</th>
<th>Land Area (square feet)</th>
<th>Building Count</th>
<th>Building Square Footage*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exempt (Non NU)</td>
<td>908</td>
<td>51,691,752</td>
<td>693</td>
<td>19,656,863</td>
</tr>
<tr>
<td>NU Properties</td>
<td>113</td>
<td>14,525,145</td>
<td>237</td>
<td>11,291,698</td>
</tr>
<tr>
<td>Mixed</td>
<td>18</td>
<td>587,006</td>
<td>21</td>
<td>2,513,568</td>
</tr>
<tr>
<td>n/a</td>
<td>39</td>
<td>1,198,768</td>
<td>41</td>
<td>824,224</td>
</tr>
<tr>
<td>Non-exempt</td>
<td>15,071</td>
<td>113,752,524</td>
<td>26,233</td>
<td>78,296,138</td>
</tr>
<tr>
<td>Railroad</td>
<td>69</td>
<td>2,047,016</td>
<td>18</td>
<td>108,924</td>
</tr>
<tr>
<td>Total</td>
<td>16,218</td>
<td>183,802,211</td>
<td>27,243</td>
<td>112,691,415</td>
</tr>
</tbody>
</table>

* multiple story buildings are calculated by multiplying the building area by the number of floors

From the estimate above NU makes up 36.5% of the exempt property in the City and 10.0% of the property as a whole. Attachment 1 is a map showing NU and Tax Exempt parcels in the City. Taking sq. ft. data and applying it directly to tax calculations can get complicated very quickly, hence the need for an entire operation at the County to conduct assessments. As a substitute, we have taken the City tax bill paid by all
Evanston taxpayers and applied it to the ratio yielded from the sq. ft. analysis. The table below shows this calculation.

<table>
<thead>
<tr>
<th>Tax Status</th>
<th>Property Count</th>
<th>Land Area (square feet)</th>
<th>Building Count</th>
<th>Building Square Footage*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exempt (non NU)</td>
<td>908</td>
<td>37,166,607</td>
<td>693</td>
<td>8,365,165</td>
</tr>
<tr>
<td>NU Properties</td>
<td>113</td>
<td>14,525,145</td>
<td>237</td>
<td>11,291,698</td>
</tr>
<tr>
<td>Mixed</td>
<td>18</td>
<td>587,006</td>
<td>21</td>
<td>2,513,568</td>
</tr>
<tr>
<td>n/a</td>
<td>39</td>
<td>1,198,768</td>
<td>41</td>
<td>824,224</td>
</tr>
<tr>
<td>Non-exempt</td>
<td>15,071</td>
<td>113,752,524</td>
<td>26,233</td>
<td>78,296,138</td>
</tr>
<tr>
<td>Railroad</td>
<td>69</td>
<td>2,047,016</td>
<td>18</td>
<td>108,924</td>
</tr>
<tr>
<td></td>
<td>16,218</td>
<td>169,277,065</td>
<td>27,243</td>
<td>101,399,717</td>
</tr>
</tbody>
</table>

* multiple story buildings are calculated by multiplying the building area by the number of floors

<table>
<thead>
<tr>
<th>Analysis</th>
<th></th>
<th>2016 EAV</th>
<th>Non-exempt per sq foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016 EAV</td>
<td>$ 2,670,411,769</td>
<td>$ 40,772,904</td>
<td>2017 City levy Portion as extended</td>
</tr>
<tr>
<td>2016 EAV Exempt Estimate</td>
<td>$ 670,427,940</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016 EAV with all Tax Exempt as Taxable</td>
<td>3,340,839,709</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016 City Tax levy only if all tax exempt is included taxable</td>
<td>51,009,263</td>
<td>10,236,359 Potential &quot;new&quot; property tax revenue</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>25.1% Increase</td>
</tr>
<tr>
<td>2016 EAV with NU only as Taxable</td>
<td>3,055,532,723</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016 City Tax levy only if all NU Properties only as taxable</td>
<td>46,653,083</td>
<td>5,880,179 Potential &quot;new&quot; property tax revenue</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>14.4% Increase</td>
</tr>
</tbody>
</table>

The above analysis shows a large amount of tax-exempt property that includes, City, School, Park District, Hospital, NU, MWRD, and other not-for-profit property throughout the City. Please note this analysis covers only the City portion of the total tax levy for Evanston property owners and at approximately 18% of this total, this means the total levy across all taxing bodies is over $225 million (and is higher for 2017 given the District 65 referendum increase). Based on the square foot methodology, we come up with a total additional potential taxes from all tax-exempt property of $10.2 million and $5.9 million for just Northwestern University property for just the City Levy. This calculation could also be viewed through the amount of tax reductions to Evanston taxpayers assuming that the tax levy remained flat and the tax levy was distributed over the additional potential taxable properties.

There are many caveats to such a simple analysis such as the estimate of sq. ft. for unique properties such as Ryan Field. While it is only “one floor” for much of the facility, it would most likely be valued at a different level if it were a private venue for sporting events. Further, this analysis doesn’t differentiate between commercial and residential calculations. If the City wants to continue this analysis, staff recommends the use of our TIF advisor Kane McKenna in support of the tax calculations and property evaluations involved.

Another viewpoint of property tax valuation is to consider if the development pattern of the property NU occupies was left to develop under private considerations without the
presence of the University. The pattern would likely have followed the similar nature of the current development surrounding Downtown Evanston and the areas along the lakefront: a large park fronting the lakefront in keeping with Daniel Burnham’s 1917 Plan of Evanston, multi-family attached buildings clustered around Downtown Evanston, and single-family detached homes between Downtown Evanston and the lakefront park. Such development would most likely not result in as high of a property tax estimate as is calculate above but would certainly provide for a less dense use of the property.

Questions can be directed to the Assistant City Manager/CFO at 847.866.2934 or mlyons@cityofevanston.org.

Attachments:
Map of tax exempt parcels
To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee

From: Kimberly Richardson, Assistant to the City Manager
      Wally Bobkiewicz, City Manager

Subject: Overtime Report from July 24 to August 20 Pay Rolls

Date: September 11, 2017

Recommended Action:
Staff will review the Department overtime reports. The Department reports are from the two payroll periods from July 24 through August 20.

Livability Benefits:

Background:
At the July 24, 2017, City Council meeting, the City Manager implemented that all overtime will require Department Director approval, and Directors would submit monthly overtime reports to the Administration and Public Works Committee.

Attachments:
Administrative Services
Community Development
City Manager’s Office
Health & Human Services
Fire
Parks and Recreation Community Service
Police
Public Works Agency
Memorandum

To: Erika Storlie, Deputy City Manager/Director of Administrative Services  
Sean Ciolek, Division Manager of Facilities Management

From: Luke Tatara, Facilities Management Supervisor

Subject: Facilities Management Overtime Spending Report for Pay Period 08/07/17  
to 08/20/17

Date: August 21, 2017

Background
Due the 2017 budget shortfall, staff was ask to implement the following policy to report any overtime activity to the end of 2017 in order to contain expenses and ensure equitable service delivery. Table below will reflect all overtime activity in Facilities Management Division.

<table>
<thead>
<tr>
<th>DATE</th>
<th>POSITION</th>
<th>HOURS WORKED</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/07/17</td>
<td>FM I</td>
<td>.50HR x 1.5 OT</td>
<td>Service Center Delivery Dock Operation</td>
</tr>
<tr>
<td>08/09/17</td>
<td>FM I (Part Time)</td>
<td>.25HR x 1.0 OT</td>
<td>Service Center Dock Operation</td>
</tr>
<tr>
<td>08/10/17</td>
<td>FM I (Part Time)</td>
<td>.25HR x 1.0 OT</td>
<td>Service Center Dock Operation</td>
</tr>
<tr>
<td>08/13/17</td>
<td>FM III</td>
<td>3HR x 2.0 OT</td>
<td>Call Back the Lighthouse Beach Washrooms Overflowing</td>
</tr>
<tr>
<td>08/14/17</td>
<td>FM I</td>
<td>.50HR x 1.5 OT</td>
<td>Service Center Delivery Dock Operation</td>
</tr>
<tr>
<td>08/14/17</td>
<td>FM I</td>
<td>1.5HR x 1.5 OT</td>
<td>City Council Meeting run late</td>
</tr>
<tr>
<td>08/17/17</td>
<td>FM I (Part Time)</td>
<td>.25HR x 1.0 OT</td>
<td>Service Center Dock Operation</td>
</tr>
<tr>
<td>08/20/17</td>
<td>FM I</td>
<td>9.5HR x 2.0 OT</td>
<td>Community Picnic</td>
</tr>
<tr>
<td>08/20/17</td>
<td>FM I</td>
<td>9.5HR x 2.0 OT</td>
<td>Community Picnic</td>
</tr>
<tr>
<td>08/20/17</td>
<td>FM I</td>
<td>9.5HR x 2.0 OT</td>
<td>Community Picnic</td>
</tr>
</tbody>
</table>
Memorandum

To: Kimberly Richardson, Assistant to the City Manager
Cc: Christine Rennord, Customer Service Coordinator
From: Johanna Leonard, Director of Community Development
Subject: Overtime Report for July 24 - August 20
Date: September 7, 2017

Please find attached the overtime report for Community Development for pay periods representing July 24 to August 20.

<table>
<thead>
<tr>
<th>Position</th>
<th>Division</th>
<th>OT Hours</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbing/ Mechanical Inspector (1 employee)</td>
<td>Building &amp; Inspection Services</td>
<td>2.0 hours @ Double-time</td>
<td>Vehicle collision at Dodge &amp; Dempster, Dunkin Donuts – Called to inspect structural damage.</td>
</tr>
</tbody>
</table>
Memorandum

To: Wally Bobkiewicz, City Manager

From: Kimberly Richardson, Assistant to the City Manager

Subject: Overtime Report for July 24 - August 20

Date: September 7, 2017

Please find attached the overtime report for City Manager’s Office and Health Department for pay periods representing July 24 to August 20.

City Manager’s Office

<table>
<thead>
<tr>
<th>Position</th>
<th>Division</th>
<th>OT Hours</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Assessment Reviewer</td>
<td>Tax Advocacy</td>
<td>28.75</td>
<td>Cook County tax appeals assistance</td>
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Health Department

<table>
<thead>
<tr>
<th>Position</th>
<th>Division</th>
<th>OT Hours</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Health Practitioner</td>
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<tr>
<td>Senior Environmental Health Practitioner</td>
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</table>
**Memorandum**

**To:** Kimberly Richardson, Assistant to the City Manager  
**From:** Brain Scott, Fire Chief  
**Subject:** Overtime Report for July 24 - August 20  
**Date:** August 28, 2017

<table>
<thead>
<tr>
<th>Position</th>
<th>Division</th>
<th>OT Hours</th>
<th>Justification</th>
<th>Position</th>
<th>Division</th>
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<tbody>
<tr>
<td>Firefighter/Paramedic</td>
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<td>24</td>
<td>Staffing</td>
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<td>29</td>
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</table>
Memorandum

To: Kimberly Richardson, Assistant to the City Manager
Cc: Susie Hall, Assistant to the City Manager
    Petra Belcher, Executive Secretary

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

Subject: Overtime Report for July 24 - August 20

Date: August 25, 2017

Please find attached the overtime report for PRCS for the last 2 pay periods representing July 24 - August 20.

<table>
<thead>
<tr>
<th>Position</th>
<th>Division</th>
<th>OT Hours</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Crown Summer Camp Seasonal/ Counselors</td>
<td>Recreation</td>
<td>36.5</td>
<td>Over time was needed for staff to work the open house for Take Two, Creative Play, After School Adventures and Dual Enrollment. Additionally, some employees were needed to provide sub coverage for shifts, due to employees leaving their employment in order to return to school.</td>
</tr>
<tr>
<td>and Instructors (8 employees)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robert Crown Center Building Supervisor</td>
<td>Recreation</td>
<td>9.75</td>
<td>Over time was needed to cover the center, when other employees had scheduled time off. This position is needed to resurface the ice and perform</td>
</tr>
<tr>
<td>Position</td>
<td>Department</td>
<td>Hours</td>
<td>Notes</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>------------------</td>
<td>-------</td>
<td>-----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Robert Crown Center Maintenance Worker II</td>
<td>Recreation</td>
<td>13.5</td>
<td>Over time was needed to cover the center, when other employees had</td>
</tr>
<tr>
<td>(Full time)</td>
<td></td>
<td></td>
<td>scheduled time off. This position is needed to resurface the ice and</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>clean the building.</td>
</tr>
<tr>
<td>Lifeguards (12 employees)</td>
<td>Recreation</td>
<td>74.5</td>
<td>Over time was needed to cover beaches when lifeguards had scheduled</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>time off providing sub coverage for beach shifts.</td>
</tr>
<tr>
<td>Seasonal Maintenance Workers/Cleaning Park</td>
<td>Recreation</td>
<td>8.0</td>
<td>Over time was needed for employees to set up for Parks, Rec. &amp; Comm.</td>
</tr>
<tr>
<td>Restrooms (2 employees)</td>
<td></td>
<td></td>
<td>Serv. special events and coverage for an employee that called in</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>sick to work.</td>
</tr>
<tr>
<td>Seasonal Lakefront Beach Supervisors (3</td>
<td>Recreation</td>
<td>26.5</td>
<td>Over time was needed for supervisory lakefront staff to remain at</td>
</tr>
<tr>
<td>employees)</td>
<td></td>
<td></td>
<td>work during busy weekend hours in order to manage operations.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Additionally, there were hours worked for coverage due to other</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>supervisory staff returning to school and shifts needing coverage.</td>
</tr>
<tr>
<td>Seasonal Beach/Office (2 employees)</td>
<td>Recreation</td>
<td>26.5</td>
<td>Over time was needed to cover beaches when lifeguards had scheduled</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>time off and providing sub coverage for office shifts, due to staff</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>returning to school and the need to cover the shifts.</td>
</tr>
<tr>
<td>Description</td>
<td>Department</td>
<td>Hours</td>
<td>Notes</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>------------</td>
<td>-------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Robert Crown Camp Counselors (18 employees)</td>
<td>Recreation</td>
<td>96.25</td>
<td>Over time was needed for counselors to work before and after care camp shifts. Additionally, there was a need for sub coverage, due to counselors ending their employment, prior to the end of the camp.</td>
</tr>
<tr>
<td>Robert Crown Center Office Clerk II (Full time)</td>
<td>Recreation</td>
<td>7.5</td>
<td>Over time was needed for office coverage, due to other employees being off.</td>
</tr>
<tr>
<td>Robert Crown Center Seasonal/Assistant Camp Director (1 employee)</td>
<td>Recreation</td>
<td>6.0</td>
<td>Over time was needed for this employee to work the preschool program open house and cover a shift for a camp supervisor that was out of the office.</td>
</tr>
<tr>
<td>Aquatics Camp/Seasonal Camp Director (1 employee)</td>
<td>Recreation</td>
<td>29.5</td>
<td>Over time is a result of Aquatics Camp Parents Night activities on August 10th and needed planning time for the overall program.</td>
</tr>
<tr>
<td>Aquatics Camp and Sailing Program staff (25 employees)</td>
<td>Recreation</td>
<td>177</td>
<td>Over time is a result of Aquatics Camp Parents Night activities on August 10th and normal camp and sailing operations which required sub coverage for the activities.</td>
</tr>
<tr>
<td>Seasonal Summer Camp Inclusion Aides (7 employees)</td>
<td>Recreation</td>
<td>59.75</td>
<td>Over time was needed for the camp inclusion aides to work before and after care, when their</td>
</tr>
<tr>
<td></td>
<td>Department</td>
<td>Hours</td>
<td>Notes</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>------------</td>
<td>-------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Special Recreation Park Camp/</td>
<td>Recreation</td>
<td>21.25</td>
<td>Over time was needed for camp planning time and the cleanup and storage of equipment at Park School at the conclusion of the camp.</td>
</tr>
<tr>
<td>Seasonal Camp Directors (2 employees)</td>
<td></td>
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</tr>
<tr>
<td>Special Recreation Park Camp/</td>
<td>Recreation</td>
<td>15.5</td>
<td>Over time was needed for counselors to work as bus aides on routes when picking up and dropping off participants attending Park Camp.</td>
</tr>
<tr>
<td>Seasonal Camp Counselors (3 employees)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Full Time Program Supervisor/Robert</td>
<td>Recreation</td>
<td>10.0</td>
<td>Over time was needed for this employee to work the open house for Take Two, Creative Play, After School Adventures and Dual Enrollment</td>
</tr>
<tr>
<td>Crown</td>
<td></td>
<td></td>
<td>programs. Additionally, some this employee needed time to plan and coordinate the final mini weeks of the summer camp program.</td>
</tr>
<tr>
<td>SYEP Seasonal Staff</td>
<td>PRCS</td>
<td>51</td>
<td>Assistance with community picnic</td>
</tr>
<tr>
<td>Position</td>
<td>PRCS</td>
<td>Hours</td>
<td>Notes</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>------</td>
<td>-------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Full Time YYA Outreach Staff</td>
<td>PRCS</td>
<td>16</td>
<td>2 Staff attending Jamaican picnic held in James Park – Aldermanic request</td>
</tr>
<tr>
<td>Full Time YYA Outreach Staff</td>
<td>PRCS</td>
<td>10</td>
<td>Supervision of SYEP staff working community picnic</td>
</tr>
<tr>
<td>SYEP Seasonal Staff/RCC Camp Counselors</td>
<td>PRCS</td>
<td>13</td>
<td>Over time was needed for counselors to work before and after care camp shifts &amp; camp show in evening for parents.</td>
</tr>
<tr>
<td>SYEP Seasonal Staff</td>
<td>PRCS</td>
<td>5</td>
<td>Hours incorrectly charged to OT. These are regular seasonal hours and will be corrected on next check.</td>
</tr>
<tr>
<td>Ecology Camp Counselors</td>
<td>PRCS</td>
<td>36.75</td>
<td>Coverage for 3 day/2 night camp out at Camp Henry Horner for EcoExplorers summer camp. This trip has been part of camp curriculum for over 10 years.</td>
</tr>
<tr>
<td>Ecology Camp Counselors</td>
<td>PRCS</td>
<td>5.25</td>
<td>Coverage for overnight campouts</td>
</tr>
<tr>
<td>Seasonal Festival Assistant</td>
<td>PRCS</td>
<td>18</td>
<td>This OT was not submitted by individual staff member for hours worked at World Arts and Music Festival on that payroll so it was added to 8/5/17 payroll.</td>
</tr>
<tr>
<td>----------------------------</td>
<td>------</td>
<td>----</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Chandler Camp Counselor</td>
<td>PRCS</td>
<td>6.5</td>
<td>Coverage for counselor shortage at pre &amp; post care due to seasonal staff going back to school.</td>
</tr>
</tbody>
</table>
Memorandum

To: Kimberly Richardson, Assistant to the City Manager

From: Richard Eddington, Police Chief

Subject: Overtime Report for July 24 - August 20

Date: September 7, 2017

Please find attached the overtime report for Police Department for pay periods representing July 24 to August 20.

<table>
<thead>
<tr>
<th>Position</th>
<th>Division</th>
<th>OT Hours</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer</td>
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<tr>
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</tr>
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<td>Police Officer</td>
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<td>Police Officer</td>
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<td>Hireback/Special Events</td>
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<tr>
<td>Police Sergeant</td>
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<td>CTA/Hireback</td>
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<td>Police Officer</td>
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<td>37</td>
<td>CTA/Hireback</td>
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<td>42</td>
<td>CTA/Hireback/Special Events</td>
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Memorandum

To: Kimberly Richardson, Assistant to the City Manager
From: David D. Stoneback, Public Works Agency Director
Subject: Overtime Report for July 24 - August 20
Date: August 25, 2017

Pay Period 7/24/17 to 8/6/17
Total 66.5 hours of 1.5 OT
Total of 44.0 hours of 2.0 OT

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AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN RAINEY, CHAIR

II. APPROVAL OF REGULAR MEETING MINUTES OF AUGUST 15, 2017

III. ITEM FOR CONSIDERATION

(P1) **Ordinance 87-O-17, Granting a Special Use for a Type 2 Restaurant, Amanecer Taco Shop, at 512 Main St.**
The Zoning Board of Appeals and staff recommend adoption of Ordinance 87-O-17 granting special use approval for a Type 2 Restaurant, Amanecer Taco Shop, at 512 Main St. in the C1a Commercial Mixed-Use District and the oDM Dempster-Main Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. **Alderman Wynne recommends suspension of the rules for Introduction and Action at the September 11, 2017 City Council meeting.**

*For Introduction and Action*

(P2) **Ordinance 89-O-17, Extending the Time for the Applicant to Obtain a Building Permit to Construct the Residential Unit in the Planned Development at 318-320 Dempster Street**
Staff recommends adoption of Ordinance 89-O-17 to extend the time for completion of the Planned Development at 318-320 Dempster Street, originally approved in March of 2008. The Ordinance grants a two-year extension to obtain building permits for construction of the third dwelling unit within the former livery stable on the property by September 25, 2019. **Alderman Wynne recommends suspension of the rules for Introduction and Action at the September 11, 2017 City Council meeting.**

*For Introduction and Action*
(P3) **Ordinance 91-O-17, Granting a Special Use and Major Variations to Allow Expansion of a Retirement Home at 120 Dodge Avenue**

The Zoning Board of Appeals and staff recommend adoption of Ordinance 91-O-17 granting special use approval for the expansion of an existing Retirement Home, Dobson Plaza, and major zoning relief for a one-story addition and patio with 46.8% building lot coverage where 40% is allowed, 85.4% impervious surface coverage where 55% is allowed, a 1.2’ front yard (Dobson St.) setback where 27’ is required, a .9’ street side yard (Dodge Ave.) setback where 15’ is required, and a patio in the front yard where patios are only permitted in rear yards, at 120 Dodge Ave. The applicant has complied with all other zoning requirements, and meets all of the standards for special use and major variation in the R4 General Residential District. *Alderman Rainey recommends suspension of the rules for Introduction and Action at the September 11, 2017 City Council meeting.*

*For Introduction and Action*

(P4) **Ordinance 92-O-17, Zoning Text Amendment Regarding Transit Oriented Development Parking Requirements**

The Plan Commission and staff recommend adoption of Ordinance 92-O-17 of the Zoning Ordinance Text Amendment to reduce the parking requirements for residential uses in Transit Oriented Development (TOD) areas, based on the Evanston Transit Oriented Development Parking Study completed by Sam Schwartz Engineering and Duncan Associates. The proposal would modify the parking requirements for residential developments in TOD areas to more accurately reflect vehicle ownership rates.

*For Introduction*

IV. **ITEMS FOR DISCUSSION**

V. **COMMUNICATIONS**

VI. **ADJOURNMENT**
Planning & Development Committee Meeting
Minutes of August 14, 2017
7:15 p.m.
James C. Lytle Council Chambers - Lorraine H. Morton Civic Center


STAFF PRESENT: J. Leonard

OTHERS PRESENT:

PRESIDING OFFICIAL: Ald. Rainey

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN REVELLE, CHAIR
A quorum being present, Ald. Rainey called the meeting to order at 7:23 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF JULY 10, 2017
Ald. Rue Simmons moved to approve the minutes of the July 10, 2017 meeting, seconded by Ald. Wynne.

The committee voted unanimously 6-0, to approve the July 10, 2017 minutes (Ald. Fiske, not yet present).

III. ITEM FOR CONSIDERATION
(P1) Ordinance 44-O-17, Amending Various Sections of Title 6 of the City Code to Modify Notice Requirements for Zoning Applications and Hearings
The Plan Commission and staff recommend adoption of Ordinance 44-O-17, approving the Zoning Ordinance Text Amendment to amend the Zoning Ordinance to establish applicant’s responsibility for mailed noticing requirements for planning and zoning cases requiring a 250 foot radius. The proposal allows the City to contract the mailing of notices for planning and zoning cases to a third party service and makes the applicant responsible for cost of the mailing service.

For Introduction

Ald. Revelle moved to introduce Ordinance 44-O-17, seconded by Ald. Wilson. The Committee voted unanimously, 7-0, to introduce Ordinance 44-O-17.

(P2) Ordinance 45-O-17, Amending City Code Sections 6-4-1-9(A)(4) and 6-18-3, Granting Administrator Authority to Establish the Front Lot Line
The Plan Commission and staff recommend adoption of Ordinance 45-O-17, approving the Zoning Ordinance Text Amendment to codify staff authority to determine the front lot line of a corner lot.
For Introduction

Ald. Fiske moved to introduce Ordinance 45-O-17, seconded by Ald. Wynne.

Matt Rogers, resident and former member of the Zoning Board of Appeals, spoke in favor of the Text Amendment.

Ald. Fiske moved to introduce Ordinance 45-O-17, seconded by Ald. Wynne. The Committee voted unanimously, 7-0, to introduce Ordinance 44-O-17.

(P3) Ordinance 79-O-17, Granting Major Zoning Relief for Open Parking and a Rear Setback for an Addition at 325 Greenwood Street

City staff recommends adoption of Ordinance 79-O-17 granting major zoning relief to demolish a one-car detached garage and establish one open parking space in the east interior side yard with a .5' east interior side yard setback where 5' is required, a 12.9' rear yard setback where 30' is required to construct a one-story addition, and 46.6% building lot coverage where a maximum 30% is allowed, in the R1 Single Family Residential District. The applicant has complied with all zoning requirements and meets all of the standards for variation for this district.

For Introduction

Paul Janicki, Applicant, stated that neighbors were in favor of the requests and each recommending body unanimously recommended approval.

Ald. Fiske moved to introduce, suspend the rules, and approve Ordinance 79-O-17, seconded by Ald. Wynne. The Committee voted unanimously to introduce, suspend the rules, and approve Ordinance 79-O-17.

IV. ITEM FOR DISCUSSION

There were no items for discussion.

V. COMMUNICATIONS

There were no communications.

VI. ADJOURNMENT

Ald. Fiske moved to adjourn, seconded by Ald. Wynne.

The committee voted unanimously 7-0 to adjourn.

The meeting adjourned at 7:30 p.m.

Respectfully submitted,
Scott Mangum
Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Director of Community Development
Scott Mangum, Planning and Zoning Administrator
Melissa Klotz, Zoning Planner

Subject: Ordinance 87-O-17, Granting a Special Use for a Type 2 Restaurant, Amanecer Taco Shop, at 512 Main St.

Date: August 28, 2017

Recommended Action
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 87-O-17 granting special use approval for a Type 2 Restaurant, Amanecer Taco Shop, at 512 Main St. in the C1a Commercial Mixed-Use District and the oDM Dempster-Main Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. **Alderman Wynne recommends suspension of the rules for Introduction and Action at the September 11, 2017 City Council meeting.**

Livability Benefits
Economy & Jobs: Expand job opportunities
Climate & Energy: Reduce material waste

Summary
The applicant currently operates a food truck for Amanecer Tacos, where food is prepared off-site at a shared kitchen space and then sold from the truck. The food truck business has been in operation in Evanston for two years. Since business has grown, the applicant now proposes to open a brick-and-mortar space at 512 Main Street. The space is currently approved for Amanecer Taco Shop as a Specialty Food Store Establishment with no customer seating. The applicant proposes to add indoor seating for approximately four customers at a seating counter on the east side of the space, as well as outdoor seating on the public sidewalk via a Sidewalk Café. With the indoor seating, the zoning use changes to a Type 2 Restaurant which requires a special use to operate.

512 Main St. is a small space, approximately 375 square feet, and will be built out to feature an ordering counter, food prep area, ADA restroom, and counter seating for four
customers. Amanecer Taco Shop will offer pre-made tacos, salads, sides, and hot and cold beverages. A build-your-own taco bar may be offered on weekends. The applicant anticipates the restaurant will be a grab-and-go concept aimed at pedestrian and commuter traffic on the way to the Main St. CTA and Metra stations that are nearby. The restaurant will operate from 7am-7pm weekdays, with extended hours until midnight on Friday and Saturday nights for late night taco runs (delivered) to nearby businesses such as Sketchbook Brewery.

All food is prepared off-site at a shared-kitchen space, and will be delivered daily to the brick-and-mortar restaurant space. Deliveries will occur via the alley to the rear of the building by a Smart Car. Two employees will work per shift, and the applicant anticipates employees will either walk to work or take public transportation since on-site parking is not available.

No exterior modifications to the building are proposed other than signage. The applicant has agreed to follow sustainable practices such as recycling, and will follow the Litter Collection and Garbage Pickup plans. As done in the past, the required delivery location should be a specified condition of approval within the special use ordinance to ensure deliveries do not occur on the street in the future. City staff is not aware of any objections to the proposal.

Comprehensive Plan
The Evanston Comprehensive General Plan encourages the utilization of existing commercial properties that encourage economic vitality. The Comprehensive Plan specifically includes:

- **Objective:** Promote the growth and redevelopment of business, commercial, and industrial areas.
- **Objective:** Retain and attract businesses in order to strengthen Evanston’s economic base.

The proposed Type 2 Restaurant will utilize a vacant space in the Main St. corridor and provide quick-serve meals that are pedestrian and commuter oriented.

Legislative History
August 15: The ZBA unanimously recommended approval of the special use for a Type 2 Restaurant, Amanecer Taco Shop, with the following conditions:

1. Hours of operation shall not exceed 6am – midnight, seven days a week.
2. Employees shall not utilize metered parking.
3. Deliveries via the rear only.
4. Substantial compliance with the documents and testimony on record.

Attachments
Proposed Ordinance 87-O-17
August 15, 2017 ZBA Draft Meeting Minutes Excerpt
ZBA Findings
87-O-17

AN ORDINANCE

Granting a Special Use Permit for a Type 2 Restaurant Located at 512 Main Street in the C1a Commercial Mixed-Use District and the oDM Dempster-Main Overlay District ("Amanecer Taco Shop")

WHEREAS, the Zoning Board of Appeals ("ZBA") met on August 15, 2017, pursuant to proper notice, to consider case no. 17ZMJV-0062, an application filed by Ana Vela (the "Applicant"), lessee of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 512 Main Street (the "Subject Property") and located in the C1a Commercial Mixed-Use Zoning District and the oDM Dempster-Main Overlay Zoning District, for a Special Use Permit to establish, pursuant to Subsection 6-10-3-3 of the Evanston City Code, 2012, as amended ("the Zoning Ordinance"), a Type 2 Restaurant, "Amanecer Taco Shop," on the Subject Property; and

WHEREAS, the ZBA, after hearing testimony and receiving other evidence, made a written record and written findings that the application for a Special Use Permit for a Type 2 Restaurant met the standards for Special Uses in Section 6-3-5 of the Zoning Ordinance and recommended City Council approval thereof; and

WHEREAS, at its meeting of September 11, 2017, the Planning and Development Committee of the City Council ("P&D Committee") considered the ZBA's record and findings and recommended the City Council accept the ZBA's recommendation and approve the application in case no. 17ZMJV-0062; and
WHEREAS, at its meeting of September 11, 2017, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee, as amended,

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

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby approves the Special Use Permit for a Type 2 Restaurant on the Subject Property as applied for in case no. 17ZMJV-0062.

SECTION 3: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicant’s Special Use Permit, violation of any of which shall constitute grounds for penalties or revocation of said Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

A. Compliance with Applicable Requirements: The Applicant shall develop and use the Subject Property in substantial compliance with: all applicable legislation; the Applicant’s testimony and representations to the ZBA, the P&D Committee, and the City Council; and the approved plans and documents on file in this case, including but not limited to: the Sustainability Practices for Type 2 Restaurants submitted by the Applicant dated July 20, 2017.

B. Hours of Operation: The Applicant may operate the Type 2 Restaurant authorized by this ordinance only between the hours of 6:00 a.m. and midnight on any given day.

C. Employee Parking: Employees may not utilize metered parking spaces during the hours of operation.

D. Deliveries: All deliveries shall occur via the rear of the Subject Property and only during morning hours, when possible.
E. **Recordation:** Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.

**SECTION 4:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

**SECTION 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:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 7:** 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 8:** 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:  
Adopted: _________________, 2017  
_______________________________, 2017  
_______________________________, 2017  
Stephen H. Hagerty, Mayor  
Attest:  
Approved as to form:  
Devon Reid, City Clerk  
W. Grant Farrar, Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION


PIN: 11-19-401-008-0000

COMMONLY KNOWN AS: 512 Main Street, Evanston, Illinois.
MEETING MINUTES EXCERPT
ZONING BOARD OF APPEALS
Tuesday, August 15, 2017
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Myrna Arevalo, Scott Gingold, Lisa Dziekan, Mary Beth Berns

Members Absent: Mary McAuley, Kiril Mirintchev, Violetta Cullen

Staff Present: Melissa Klotz, Scott Mangum
Presiding Member: Mary Beth Berns

Declaration of Quorum
With a quorum present, Chair Berns called the meeting to order at 7:00 pm.

Old Business

New Business
512 Main Street

Ana Vela, lessee, applies for a special use permit for a Type 2 Restaurant, Amanecer Taco Shop, in the C1a Commercial Mixed-Use District and the oDM Dempster-Main Overlay District (Zoning Code Section 6-10-3-3). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Ms. Klotz read the case into the record.

Ana Vela, lessee, explained:

- Expanding from current mobile business.
- No kitchen - food will be prepared elsewhere and dropped off at location a few times per day.
- Hours 6:30am - 4pm or less plus late night hours on Friday and Saturday nights.
- Specialize in breakfast tacos.
- Commercial kitchen is in Skokie on Main & McCormick.
- Deliveries 2-3 times per day, every 2-3 hours, through the back door accessed from the alley. Deliveries will not go through the front door.
- Delivery vehicle is a smart car, which parks at Skokie location when not in use.
- Maximum 2 employees per shift, who all take public transit. If employees ever drive, they will not use metered parking on Main St.
- No exterior changes other than signage.
- Hot holding equipment will maintain the heat of the food just like the food truck does.
- Plan to have a sidewalk café beginning next year.
- Will comply with Sustainability Plan including garbage pickup and litter collection plans.
• Work with other businesses such as Sketchbook Brewery around the corner - stay open late on weekends for dedicated Sketchbook customers. Tacos will be delivered directly to Sketchbook late at night.

The ZBA entered deliberation.

Mr. Gingold noted the proposal is a good use of a small space on a street with similar uses. Conditions are needed to address employee parking and hours of operation.

Chair Berns suggested maximum hours of operation of 6am – midnight.

Ms. Dziekan agreed and noted it is great the business is expanding to a brick and mortar location.

The standards were addressed:

1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes
8. Yes
9. Yes

Ms. Arevalo motioned to recommend approval with conditions, which was seconded by Mr. Gingold. The ZBA voted unanimously to recommend approval with the following conditions:

1. Hours of operation shall not exceed 6am – midnight, seven days a week.
2. Employees shall not utilize metered parking.
3. Deliveries via the rear only.
4. Substantial compliance with the documents and testimony on record.
After conducting a public hearing on August 15, 2017, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-3-5-10 of the Zoning Ordinance:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
<td><em>X</em> Met _____ Not Met Vote 4-0</td>
</tr>
<tr>
<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
<td><em>X</em> Met _____ Not Met Vote 4-0</td>
</tr>
<tr>
<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
<td><em>X</em> Met _____ Not Met Vote 4-0</td>
</tr>
<tr>
<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td><em>X</em> Met _____ Not Met Vote 4-0</td>
</tr>
<tr>
<td>(E) It can be adequately served by public facilities and services</td>
<td><em>X</em> Met _____ Not Met Vote 4-0</td>
</tr>
<tr>
<td>(F) It does not cause undue traffic congestion;</td>
<td>X Met     Not Met</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>(G) It preserves significant historical and architectural resources;</td>
<td>X Met     Not Met</td>
</tr>
<tr>
<td>(H) It preserves significant natural and environmental features; and</td>
<td>X Met     Not Met</td>
</tr>
<tr>
<td>(I) It complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation.</td>
<td>X Met     Not Met</td>
</tr>
</tbody>
</table>

and based upon these findings, and upon a vote

4 in favor & 0 against

Recommends to the City Council

approval without conditions

denial of the proposed special use

approval with conditions specifically:

1. Hours of operation shall not exceed 6am – midnight, seven days a week.
2. Employees shall not utilize metered parking.
3. Deliveries via the rear only.
4. Substantial compliance with the documents and testimony on record.

Attending: | Vote: Aye No
---|---------|
X Mary Beth Berns | X
X Myrna Arevalo | X
X Scott Gingold | X
Violetta Cullen | 
X Lisa Dziekan | X
Mary McAuley | 
Kiril Mirintchev | 

364 of 503
For City Council meeting of September 11, 2017  
Ordinance 89-O-17 Time Extension for Planned Development  
For Introduction and Action

Memorandum

To: Honorable Mayor and Members of the City Council  
Planning and Development Committee

From: Johanna Leonard, Director of Community Development  
Scott Mangum, Planning and Zoning Administrator

Subject: Ordinance 89-O-17  
Planned Development, 318-320 Dempster Street, 17PLND-0078

Date: August 25, 2017

Recommended Action
Staff recommends adoption of Ordinance 89-O-17 to extend the time for completion of the Planned Development at 318-320 Dempster Street, originally approved in March of 2008. The Ordinance grants a two-year extension to obtain building permits for construction of the third dwelling unit within the former livery stable on the property by September 25, 2019. Alderman Wynne recommends suspension of the rules for Introduction and Action at the September 11, 2017 City Council meeting.

Livability Benefits
Education, Arts & Community: Preserve and Reuse Historic Structures and Sites

Summary
On March 24, 2008, the City Council adopted Ordinance 39-O-08 granting approval of the Planned Development for construction of the third dwelling unit within the existing stable structure on the property at 318-320 Dempster Street. The historic landmark property also includes a duplex along Dempster Street. The former stable would be converted to a single family home with covered parking and all three units would be sold off as condominiums.

The applicant has submitted a request for a two-year extension of the Planned Development that expired on June 8, 2017. The City Council previously granted four two-year extensions for the project in 2009, 2011, 2013, and 2015. The applicant is requesting the extension based upon the need to prepare new engineering and structural plans following an assessment of the existing conditions by a contractor.
Staff believes conversion of the stable structure into a single family residence would complement the existing neighborhood and preserve the landmark property as a neighborhood asset.

**Attachments**
- Proposed Ordinance 89-O-17
- Request for Extension of Planned Development dated August 28, 2017
AN ORDINANCE

Extending the Time for the Applicant to Obtain a Building Permit to Construct the Residential Unit in the Planned Development Previously Authorized by Ordinance 39-O-08

WHEREAS, the City of Evanston is a home-rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the City has the authority to adopt legislation and to promulgate rules and regulations that protect the public health, safety, and welfare of its residents; and

WHEREAS, it is a well-established proposition under all applicable case law that the power to regulate land use through zoning regulations is a legitimate means of promoting the public health, safety, and welfare; and

WHEREAS, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) grants each municipality the power to establish zoning regulations; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston City Code of 2012, as amended (“the Zoning Ordinance”); and

WHEREAS, on March 24, 2008, the City Council enacted Ordinance 39-O-08 by a supermajority vote (9-0), as required by Section 6-3-6-6 of the Zoning Ordinance, attached hereto as Exhibit 1 and incorporated herein by reference, which, pursuant to the provisions of the Zoning Ordinance, granted a Special Use Permit for a Planned Development (the “Planned Development”) in the R1 Residential Zoning District and the
Lakeshore Historic District at 318-20 Dempster Street (the “Subject Property”), which is legally described in Exhibit 1; and

WHEREAS, the Planned Development Ordinance approved the creation and operation of a seven thousand twenty square feet (7,020 sq. ft.), three (3) unit multifamily residential Planned Development at the Subject Property (the “Project”); and

WHEREAS, on August 22, 2017, the property owner for the Subject Property, Geoffrey Bushor (the “Applicant”) requested an amendment to the Planned Development in order to extend the timeframes to obtain a building permit to construct the residential units and finish the last phase of the Project (the “Amendment”); and

WHEREAS, City Code Sections 6-3-5-15(A) and 6-8-1-10(A) provide for a time period for construction of one (1) year unless the City Council approves for an extended date by which to obtain a building permit in order to allow for a staged development; and

WHEREAS, the City Council previously approved four (4) extensions beyond the initial one (1) year period, the first in 2009 and subsequently in 2011, 2013 and 2015; and

WHEREAS, in order to commence construction of the residential units, the Applicant requests an amendment to the Planned Development to provide for an additional two (2) years to obtain a building permit to commence construction of the residential units in the Project, revising the date to obtain a building permit to be September 25, 2019 (the “Extension Request”); and

WHEREAS, on September 11, 2017, the Planning and Development Committee (“P&D Committee”) held a meeting, in compliance with the provisions of the
Illinois Open Meetings Act (5 ILCS 120/1 et seq), during which it retained jurisdiction over the Extension Request; and

WHEREAS, during said meeting, the P&D Committee received input from the public, and carefully deliberated on the Extension Request and the Applicant was given notice of the P&D and City Council meetings; and

WHEREAS, at its meetings of September 11, 2017 and September 25, 2017, held in compliance with the provisions of the Illinois Open Meetings Act, the City Council considered the P&D Committee’s deliberations and recommendations, heard public comment, made findings and considered this Ordinance 89-O-17 and the Extension Request,

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

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: Pursuant to the terms and conditions of this ordinance and Sections 6-3-5-15(a) and 6-11-1-10(A)(4) of the Zoning ordinance, the City Council hereby grants an amendment to the Planned Development Special Use Permit previously authorized by Ordinance 39-O-08 and subsequently amended in 2008, 2011, 2013, and 2015, respectively, to allow for a two (2) year time extension to the Applicant to obtain a building permit for the limited purpose of construction of the residential units at 318-20 Dempster Street in the Planned Development described herein.

SECTION 3: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the Special Use Permit granted for
the Planned Development, which may be amended by future ordinance(s), and violation of any of which shall constitute grounds for penalties or revocation of said Special Use Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(a) **Compliance with Applicable Requirements**: The Applicant shall develop and operate the Planned Development authorized by the terms of this ordinance in substantial compliance with the following: the terms of this Ordinance 89-O-17; terms of Ordinance 39-O-08 and subsequently amended in 2009, 2011, 2013 and 2015, which have not been amended by this Ordinance; all applicable City Code requirements; the Applicant's testimony and representations to the P&D Committee, and the City Council; and the approved documents on file in this case.

(b) **Construction of Residential Units**: The Applicant must obtain a building permit for the construction of a three (3) unit multifamily residential Planned Development at 318-20 Dempster Street within two (2) years (September 25, 2019). The construction shall be in compliance with all applicable City Code restrictions, including but not limited to, the construction must be completed within a period of twenty-four (24) months after issuance of the building permit.

(c) **Changes in Property Use**: Any change as to the property’s use in the future must be processed and approved as an additional amendment to the Planned Development.

(d) **Recordation**: Pursuant to Subsection 6-3-6-10 of the Zoning Ordinance, the Applicant shall, at its cost, record a certified copy of this ordinance, including all exhibits attached hereto, with the Cook County Recorder of Deeds, and provide proof of such recordation to the City, before the City may issue any permits pursuant to the Planned Development authorized by the terms of this ordinance.

**SECTION 4**: Except as otherwise provided for in this Ordinance 89-O-17, all applicable regulations of the Ordinance 39-O-08, the Zoning Ordinance, and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and/or provisions of any of said documents conflict with any of the terms herein, this Ordinance 89-O-17 shall govern and control.
SECTION 5: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant and its agents, assigns, and successors in interest” and shall mean Geoffrey Bushor, and any and all successors, owners, and operators of the Subject Property.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 7: Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and provisions of any of said documents conflict with the terms herein, this ordinance shall govern and control.

SECTION 8: All ordinances or parts of ordinances that are in conflict with the terms of this ordinance are hereby repealed.

SECTION 9: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 10: The findings and recitals herein are hereby declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
AN ORDINANCE

Amending the Zoning Ordinance and Granting a Special Use for a Residential Planned Development at 318-20 Dempster Street in the R1 Residential Zoning and Lakeshore Historic Districts

WHEREAS, Geoffrey Bushor (the “Applicant”), owner of the property located at 318-20 Dempster Street (the “Subject Property”), legally described in Exhibit A, attached hereto and made a part hereof, submitted a complete application on October 19, 2007, pursuant to the provisions of Title 6 of the Evanston City Code, 1979, as amended, ("the Zoning Ordinance"), specifically: Section 6-3-4-5, “Standards for Amendments”; Section 6-3-5, “Special Uses”; Section 6-8-1-10, “Planned Developments”; Section 6-8-1-10 (B)3, “Site Controls and Standards”; and Section 6-8-1-10 (C), “Development Allowances”; for: an amendment to the text of the Zoning Ordinance to allow more than one (1) principal use on a zoning lot within the R1, R2, R3, and R4 single-family Zoning Districts when authorized as a Planned Development and involving an Evanston landmark structure; an amendment to the text of the Zoning Ordinance to allow Planned Developments with a minimum area of seven thousand square feet (7,000 sq. ft.) in Residential Zoning Districts if they involve an Evanston landmark structure; and a Special Use to permit the creation and operation of a seven thousand twenty square feet (7,020 sq. ft.), three (3)-unit multifamily residential Planned Development, at the Subject Property, located in the R1 Residential Zoning and Lakeshore Historic Districts; and
WHEREAS, the Applicant sought approval to allow redevelopment of the former livery stable in the rear of the Subject Property as a single family detached dwelling with covered parking, prior to condominium conversion of the entire Subject Property, including the double house and the new unit in the redeveloped stable; and

WHEREAS, on January 9, 2008 and pursuant to proper notice, the Plan Commission and the Historic Preservation Commission held a joint public hearing on the application, case nos. ZPC 07-06 PD&T and 07 HIS-0230, heard testimony and received other evidence, and made verbatim transcripts and written findings; and

WHEREAS, the Plan Commission's written findings state that the application for the proposed Planned Development meets the standards in Section 6-3-4-5 of the Zoning Ordinance for text amendments; and

WHEREAS, creation of the Planned Development, as proposed in the application, requires exceptions from the strict application of the Zoning Ordinance pertaining to minimum area landscape strips, the maximum number of dwelling units, setbacks, and building lot coverage; and

WHEREAS, the Plan Commission, with guidance from the Historic Preservation Commission, exercised the discretionary power granted to it by Section 6-15-11-4 of the Zoning Ordinance to grant relief to the Applicant from the minimum area requirements for Planned Developments in Residential Zoning Districts imposed by Section 6-8-1-10 (B)1(a) of the Zoning Ordinance, thereby eliminating the need for an amendment to the text of said Section; and
WHEREAS, pursuant to Sections 6-3-6-4, 6-3-6-5, and 6-3-6-6 of the Zoning Ordinance, the City Council may grant site development allowances and exceptions to site development allowances that depart from and/or exceed the normal maximum regulations established in the Zoning Ordinance, provided that the City Council makes written findings of fact that the exceptions are essential to achieve one or more of the public benefits described in Section 6-3-6-3 of the Zoning Ordinance; and

WHEREAS, the Plan Commission's written findings state that the application for the proposed Planned Development meets the standards set forth in the Zoning Ordinance for: Special Uses per Section 6-3-5-10; conditions for Planned Developments in the R1 Zoning District per Section 6-8-1-10 (A); site controls and standards for Planned Developments in the R1 Zoning District per Section 6-8-1-10 (B); development allowances for Planned Developments in the R1 Zoning District per Section 6-8-1-10 (C); and provides the public benefit necessary to exceed site development allowances per Section 6-3-6-3; and

WHEREAS, the Plan Commission recommended the City Council approve the application, as amended, for an amendment to the text of the Zoning Ordinance and for a Special Use to construct the proposed Planned Development, subject to certain conditions; and

WHEREAS, the Historic Preservation Commission granted the Applicant a Certificate of Appropriateness to allow the creation of the proposed Planned Development; and
WHEREAS, at its March 10, 2008 meeting, the Planning and Development Committee considered and adopted the findings and recommendations of the Plan Commission, and recommended approval by the City Council; and

WHEREAS, at its March 24, 2008 meeting, the City Council considered and adopted the records and recommendations of the Plan Commission and the Planning and Development Committee,

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

SECTION 1: That the foregoing recitals are found as facts and made a part hereof.

SECTION 2: That the City Council hereby amends the text of Section 6-4-1-6 (B) of the Zoning Ordinance to read as follows:

Except when authorized as part of a planned development, approved pursuant to section 6-3-6, "Planned Developments", of this title, and involving an Evanston-designated landmark structure, not more than one principal use shall be established on a zoning lot within the R-1, R-2, R-3 and R-4 single-family zoning districts. For all other districts, except where approved as a mixed use development, not more than one principal use shall be established on a zoning lot.

SECTION 3: That the City Council hereby grants the Special Use applied for in case no. ZPC 07-06 PD&T, to permit the creation and operation of a multifamily residential Planned Development on the Subject Property. The creation and operation of said Planned Development shall be in substantial conformance with the Development Plans, attached hereto as Exhibit B and made a part hereof, and the terms of this Ordinance.
SECTION 4: That the City Council hereby finds that exceptions to the Planned Development requirements and the site development allowances set forth in Sections 6-8-1-10 (B)3, 6-8-1-10 (C)2(a), 6-8-1-10 (C)3, and 6-8-1-10 (C)4(a) of the Zoning Ordinance, which exceed the normal maximum regulations established in the R1 Zoning District, are necessary to achieve the following public benefits, set forth in Section 6-3-6-3 of the Zoning Ordinance:

(A) Preservation and enhancement of desirable site characteristics and open space. The proposed Planned Development allows for the creation of a new dwelling unit on the Subject Property, without requiring the creation of a new structure, through the adaptive reuse of the former livery stable.

(B) Preservation and enhancement of historic resources that significantly contribute to the character of the City. The Applicant proposes to preserve a historic structure, the former livery stable, through adaptive reuse as a single family residential building.

(C) Use of design, landscape, or architectural features to create a pleasing environment or other special development features. The plans for the redevelopment of the former livery stable maintain its historic appearance while simultaneously allowing for its rehabilitation and adaptive reuse.

(D) Provision of a variety of housing types in accordance with the City's housing goals. The proposed Planned Development allows for a new dwelling unit different than would normally be allowed by the Zoning Ordinance and which may be more affordable than nearby units.

(E) Elimination of blighted structures or incompatible uses through redevelopment or rehabilitation. The proposed Planned Development provides for the rehabilitation and adaptive reuse of the dilapidated stable.

SECTION 5: That, pursuant to the terms and conditions of Section 6-3-6-6 of the Zoning Ordinance and this Ordinance, 39-O-08, the authority to exceed the following site development allowances is hereby granted by a vote of at least two-thirds (2/3) of the Aldermen elected to the City Council:
(A) To allow relief from the requirement of Section 6-8-1-10 (B)3 that, for Planned Developments in Residential Zoning Districts, all boundaries not immediately abutting dedicated and improved public streets, the Applicant shall provide a transition landscaped strip of at least ten feet (10') consisting of vegetative screening, fencing, or decorative walls.

(B) To allow three (3) dwelling units on the Subject Property. The Zoning Ordinance allows one (1) dwelling unit on the Subject Property. Section 6-8-1-10 (C)2a allows for a site development allowance of zero (0) additional dwelling units.

(C) To allow two (2) of the dwelling units be setback fourteen and twenty-two hundredths feet (14.22') from the side yards and one (1) dwelling unit setback zero feet (0') from the side and rear yard line. Section 6-8-2-8 establishes a variety of yard and setback requirements in the R1 Zoning District. Section 6-8-1-10 (C)3 allows for a site development allowance to permit the location and placement of buildings may vary from that otherwise permitted in the residential districts, provided that no dwelling be closer than fifteen feet (15') from any street or development boundary line and that no two (2) residential buildings be closer than twelve feet (12') to each other within the Planned Development.

(D) To allow a maximum building lot coverage of fifty-seven and nine-tenths percent (57.9%). Section 6-8-2-7 sets the maximum lot coverage in the R1 district at thirty percent (30%). Section 6-8-1-10 (C)4(a) allows for a site development allowance of an additional ten percent (10%), yielding a total of forty percent (40%).

SECTION 6: That, pursuant to Section 6-3-5-12 of the Zoning Ordinance, the City Council hereby imposes the following condition on the grant of the requested Special Use for a Planned Development:

(A) Development and use of the Subject Property shall be in substantial compliance with all applicable legislation, with the testimony and representations of the Applicant to the Historic Preservation Commission, the Plan Commission, the Planning and Development Committee, and the City Council, and with the approved plans and documents on file in this case.
SECTION 7: That, except as otherwise provided for in this Ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same.

SECTION 8: That the Applicant shall record a certified copy of this Ordinance, at its cost, including all Exhibits attached hereto, with the Cook County Recorder of Deeds, before the City may issue any permits related to the creation of the proposed Planned Development hereby authorized.

SECTION 9: That, when necessary to effectuate the terms, conditions, and purposes of this Ordinance, “Applicant” shall read as “Applicant’s agents, assigns, and successors in interest.”

SECTION 10: That 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 11: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 12: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Approved: March 25, 2008
Lorraine H. Morton, Mayor

Attest: 
Mary P. Morris, City Clerk

Approved as to form: 
Herbert D. Hill
First Assistant Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION OF 318-20 DEMPSTER STREET

LOT 1 AND 2 in D.H. WHEELER's SUBDIVISION OF LOTS 22, 23 AND 34 in BLOCK 74 IN VILLAGE OF EVANSTON AS PER PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 3 OF PLATS PAGE 38 AS DOCUMENT 68471 IN COOK COUNTY, ILLINOIS.
EXHIBIT B

DEVELOPMENT PLANS

28 December 2007
Response to 14 Dec Memo from Bill Denkley Regarding Application for Planned Development and Text Amendment for
318-320 Dempster Street
Evanston Illinois

SITE PLAN NOTES:

Parking Spaces #1 and #2
5" diameter tree
Drainage plan not applicable because roof of Stable drains with out gutters onto three
alleys.

Parking Spaces #3 #4 and #5
Property is surrounded by public ways; Dempster St. on the north and alleys on the west, south, and east
Rear (south) three quarters of the lot is essentially flat, the front yard slopes toward Dempster Street
August 28, 2017

Scott A. Mangum, AICP
Planning and Zoning Administrator, Division Manager
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Re: 318-320 Dempster Street, Evanston, IL 60202

Dear Mr. Mangum,

Please be advised that we represent the applicant, Geoffrey T. Bushor, for the special use/planned development of the property at 318-320 Dempster Street, Evanston, Illinois, which includes the renovation and rehabilitation of the former livery stable (“Project”). We are requesting an extension of the time for completion of the Project through September 30, 2019.

In order to restore the integrity of the structure and transform the stable into a livable and relevant residence for modern day Evanston, Mr. Bushor has contracted Trillium Dell Timberworks. Based on their consultation, our client and his architect will need to prepare new engineering and structural plans. Enclosed is a summary and proposal from Trillium Dell Timberworks. I am also enclosing:

- City Council Regular Meeting minutes dated June 8, 2015 granting the extension for the Project
- Planning & Development Committee Meeting Minutes of May 26, 2015 recommending the adoption of Ordinance 59-O-15 granting a two-year extension for the Project
- extension request letter dated April 16, 2015 requesting an extension and including a summary with dates and correspondence for the Project.

Mr. Bushor remains very enthusiastic about the Planned Development of 318-320 Dempster Street. He appreciates the substantial support that the project has received from the City Council in the past and he looks forward to completion of restoring and updating this historical property to twenty first century standards of living.

Very truly yours,

Andrew D. Werth

cc: Geoffrey T. Bushor and Mary Griswold
Johanna Leonard, Director of Community Development, City of Evanston
Melissa Wynne, Alderman, Third Ward, City of Evanston

ANDREW D. WERTH
adw@centrallawgroup.net

MARY N. FRENZEL
mnf@centrallawgroup.net

LINDA P. VALENTI
lpv@centrallawgroup.net
For City Council meeting of September 11, 2017

Item P3
Ordinance 91-O-17 Application for a Special Use for the expansion of a Retirement Home and Major Zoning Relief for a One-Story Addition and Patio at 120 Dodge Ave.

For Introduction & Action

Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Director of Community Development
Scott Mangum, Planning and Zoning Administrator
Melissa Klotz, Zoning Planner

Subject: Ordinance 91-O-17, Granting a Special Use for the Expansion of a Retirement Home and Major Zoning Relief for a One-Story Addition and Patio at 120 Dodge Ave., Dobson Plaza

Date: August 31, 2017

Recommended Action

The Zoning Board of Appeals and City staff recommend adoption of Ordinance 91-O-17 granting special use approval for the expansion of an existing Retirement Home, Dobson Plaza, and major zoning relief for a one-story addition and patio with 46.8% building lot coverage where 40% is allowed, 85.4% impervious surface coverage where 55% is allowed, a 1.2’ front yard (Dobson St.) setback where 27’ is required, a .9’ street side yard (Dodge Ave.) setback where 15’ is required, and a patio in the front yard where patios are only permitted in rear yards, at 120 Dodge Ave. The applicant has complied with all other zoning requirements, and meets all of the standards for special use and major variation in the R4 General Residential District. Alderman Rainey recommends suspension of the rules for Introduction and Action at the September 11, 2017 City Council meeting.

Livability Benefits
Built Environment: Provide People-Friendly Streets, Buildings, Parks, & Neighborhoods
Education, Arts & Community: Support Vibrant, Connected & Diverse Culture
Health & Safety: Support Strong & Safe Communities

Summary
120 Dodge Ave. is located at the southwest corner of Dodge Ave. and Dobson St. in the R4 General Residential District, and is surrounded by single family homes to the north, east, and west, and commercial and multifamily residential uses to the south. Dobson Plaza operated under a special use for a Nursing Home approved in 1965, which was
modified and expanded over time into a special use for a Retirement Home for 94 beds, most recently approved in 2006 by Ordinance 20-O-06. Ordinance 20-O-06 also approved a one-story addition including zoning relief for building lot coverage, impervious surface coverage, a front yard setback, and street side yard setback. The proposed addition was never built therefore Ordinance 20-O-06 expired. The applicant now requests the same zoning relief for an addition proposed in the exact same footprint as was previously approved, as well as a front yard patio.

The applicant requests the following zoning relief:

<table>
<thead>
<tr>
<th>Variations Requested</th>
<th>Zoning Ordinance Requirement</th>
<th>Existing on Property</th>
<th>Granted in 2006</th>
<th>Current Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Yard Setback (Dobson St.)</td>
<td>27'</td>
<td>26.5'</td>
<td>1.2'</td>
<td>1.2'</td>
</tr>
<tr>
<td>Street Side Yard Setback (Dodge Ave.)</td>
<td>15'</td>
<td>5.9'</td>
<td>.9'</td>
<td>.9'</td>
</tr>
<tr>
<td>Building Lot Coverage</td>
<td>40%</td>
<td>40.1%</td>
<td>46.8%</td>
<td>46.8%</td>
</tr>
<tr>
<td>Impervious Surface Coverage</td>
<td>55%</td>
<td>77.4%</td>
<td>81.6%</td>
<td>85.4%</td>
</tr>
<tr>
<td>Patio in Front Yard</td>
<td>Patios in Rear Yard Only</td>
<td>none</td>
<td>none</td>
<td>Patio in Front Yard</td>
</tr>
</tbody>
</table>

The addition features two rooms, one of which is a recreation room that will be used for congregating space for group activities such as family visits and religious services, while the other space is a sunroom that will allow residents who may not be able to venture outside to enjoy outdoor views from a safe, enclosed space. The facility currently lacks ADA accessible recreation space, which is needed for residents that require wheelchair access and will be remedied by the proposed addition.

The addition is the minimum size necessary to accommodate the needs of the facility and provide enough space for groups of people for recreational activities and gatherings. The addition will feature a standing-seam metal roof to match the existing building. The sunroom is largely glass, with metal paneling near the roofline. The recreation room will feature brick cladding to match the existing building.
The applicant also requests an outdoor patio area in the front yard adjacent to Dobson St. Patios are only permitted in a rear yard, so zoning relief is necessary. There currently is no outdoor congregating area for residents, and there is no compliant location available on the property to locate a patio. The proposed patio area features concrete sidewalks that are needed to ensure ADA accessibility and easy maintenance, and brick pavers on circular patio areas. The applicant worked with staff to reduce the impervious surface coverage on the property to the minimum necessary to achieve a usable, ADA accessible outdoor area for residents.

Although the patio and sidewalk area increases the impervious surface coverage to 85.4% where a maximum 55% is allowed, staff supports the increased impervious, which has been analyzed by the Public Works Agency, because the building has downspouts directly connected to their sewer service and is also adjacent to the relief overflow sewer. The Zoning Board of Appeals requested civil engineering as a condition of approval to ensure adequate stormwater management as part of the building permit process.

Although the proposed addition increases the size of the building, it does not increase the bed count, number of residents, or number of employees and therefore does not increase the required parking. There will be no increase in use or increased impact on surrounding properties, and the addition, patio area, and substantial landscaping will improve the aesthetics of the property and therefore benefit the neighborhood. Several members of the public raised concerns and objections to the proposal at the Zoning Board of Appeals meeting.

Comprehensive Plan
The Comprehensive General Plan identifies the need for housing units for elderly residents and those with special needs as important components of the city’s housing stock. Additionally, the Plan specifies a goal of maintaining and enhancing the desirability and range of choice that the housing stock offers Evanston residents. While Dobson Plaza is not a traditional single family or multifamily residence, it serves as housing stock for aging residents that also deserve quality and desirable living situations.
Legislative History
August 15, 2017: The ZBA recommended unanimous approval of the special use and variations with the following conditions:

1. Applicant must provide professional engineering opinion regarding drainage prior to City Council approval.
2. City’s engineer must review drainage when the permit is submitted and agree that additional water flow off of the property due to the additional impervious area will not impact neighbors.
3. 10 parking spaces at the facility shall be dedicated and marked as employee parking only, and the employees shall be required to use those parking spaces rather than street parking.
4. The storage container "POD" shall be removed prior to FCO or within 7 months of the permit issuance, or within 7 months of the date of City Council approval if a permit is not issued.
5. Substantial compliance with the documents and testimony on record.

Attachments
Proposed Ordinance 91-O-17
August 15, 2017 Draft ZBA Meeting Minutes Excerpt
ZBA Findings
Stormwater Assessment (provided by Applicant)
Link to August 15, 2017 ZBA Packet

https://www.cityofevanston.org/home/showdocument?id=25720
AN ORDINANCE

Granting a Special Use and Major Variations to Allow Expansion of a Retirement Home at 120 Dodge Avenue in an R4 General Residential Zoning District

(Dobson Plaza, Inc.)

WHEREAS, the Zoning Board of Appeals ("ZBA") met on August 15, 2017, pursuant to proper notice, to consider case no. 17ZMJV-0063, an application filed by Dobson Plaza, Inc. (the "Applicant"), owner of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 120 Dodge Avenue (the "Subject Property") and located in the R4 General Residential Zoning District, for a Special Use Permit to expand, pursuant to Subsection 6-10-3-3 of the Evanston City Code, 2012, as amended ("the Zoning Ordinance"), an existing Retirement Home, "Dobson Plaza," on the Subject Property and major variations for a one-story addition and patio; and

WHEREAS, the Applicant requests the following Major Variations:

(A) The Applicant requests 46.8% building lot coverage where a maximum of 40% building lot coverage is allowed on the Subject Property;

(B) The Applicant requests 85.4% impervious surface area coverage where a maximum 55% surface area coverage is allowed on the Subject Property; and

(C) The Applicant requests a 1.2 foot front yard setback where a twenty seven foot front yard setback is required on the Subject Property;

(D) The Applicant requests a .9 foot street side yard setback where a fifteen foot setback is required on the Subject Property; and
(E) The Applicant requests a patio in the front yard where patios are only permitted in the rear yard on the Subject Property; and

WHEREAS, the ZBA, after hearing testimony and receiving other evidence, made a written record and written findings that the application for a Special Use Permit for the expansion of a Retirement Home and Major Variations met the standards for Special Uses in Section 6-3-5-10 and 6-3-8-12 of the Zoning Ordinance and recommended City Council approval thereof; and

WHEREAS, at its meeting of September 11, 2017, the Planning and Development Committee of the City Council (“P&D Committee”) considered the ZBA’s record and findings and recommended the City Council accept the ZBA’s recommendation and approve the application in case no. 17ZMJV-0063; and

WHEREAS, at its meeting of September 11, 2017, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee, as amended,

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

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby adopts the P&D Committee’s records, findings, and recommendations, and hereby approves, pursuant to Subsection 6-3-8-10(D) of the Zoning Ordinance, the Special Use Permit for an extension of a Retirement Home and the Major Variations on the Subject Property as applied for in case no. 17ZMJV-0063.
SECTION 3: The Major Variation approved hereby is as follows:

(A) Approval to permit a maximum 46.8% building lot coverage on the Subject Property. City Code Section 6-8-5-6 allows a maximum of 40% building lot coverage on the Subject Property;

(B) Approval to permit a maximum 85.4% impervious surface area coverage on the Subject Property. City Code Section 6-8-5-9 allows a maximum 55% surface area coverage on the Subject Property;

(C) Approval to permit a 1.2 foot front yard setback on the Subject Property. City Code Section 6-8-5-7(B)(1) requires a twenty seven foot front yard setback on the Subject Property;

(D) Approval to permit a .9 foot street side yard setback on the Subject Property. City Code Section 6-8-5-7(B)(2) requires a fifteen foot setback on the Subject Property; and

(E) Approval to have a patio in the front yard on the Subject Property. Table 4A-10 of City Code Section 6-4-6-3 only permits patios in the rear yard on the Subject Property.

SECTION 4: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicant’s Special Use Permit and Major Variations, violation of any of which shall constitute grounds for penalties or revocation of said Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

A. Compliance with Applicable Requirements: The Applicant shall develop and use the Subject Property in substantial compliance with: all applicable legislation; the Applicant’s testimony and representations to the ZBA, the P&D Committee, and the City Council; and the approved plans and documents on file in this case.

B. Employee Parking: The Applicant must dedicate and mark ten (10) parking spaces at the facility as employee parking only. The employees are required to use parking spaces provided by the Applicant and must not utilize street parking.

C. Professional Engineering Opinion: The Applicant must provide a professional engineering opinion regarding drainage prior to building permit issuance.

D. Stormwater Drainage Review: The Applicant agrees to allow the City Engineer to review stormwater drainage when the permit is submitted. Any additional water flow off of the property due to the additional impervious area must not impact neighbors.
E. **Storage Container:** The “POD” storage container must be removed prior to Final Certificate of Occupancy or within seven (7) months of building permit issuance, or within seven (7) months of the City Council approval date if a permit is not issued.

F. **Recordation:** Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.

**SECTION 5:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**SECTION 7:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 8:** 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 9:** 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.
EXHIBIT A

LEGAL DESCRIPTION

LOT A DOBSON PLAZA CONSOLIDATION OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 4 IN W. HAYDEN BELL’S HOWARD DODGE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4, EXCEPTING THE SOUTH 2.572 CHAINS THEREOF, OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 7 FEET THEREOF TAKEN FOR WIDENING OF DODGE AVENUE), IN COOK COUNTY, ILLINOIS.

PINs: 10-25-113-043-0000
      10-25-220-015-0000

COMMONLY KNOWN AS:  120 Dodge Avenue, Evanston, Illinois.
Declaration of Quorum
With a quorum present, Chair Berns called the meeting to order at 7:00 pm.

Old Business

New Business

120 Dodge Avenue  ZBA 17ZMJV-0063
Dobson Plaza Inc., property owner, applies for a special use permit to expand an existing Retirement Home, Dobson Plaza, and to request major zoning relief for a one-story addition and patio, in the R4 General Residential District. The applicant proposes to expand an existing Retirement Home where a special use is required for a Retirement Home (Zoning Code Section 6-8-5-3), major zoning relief for 46.8% building lot coverage where a maximum 40% is allowed (Zoning Code Section 6-8-5-6) and where 40.1% currently exists, 85.4% impervious surface coverage where a maximum 55% is allowed (Zoning Code Section 6-8-5-9) and 77.4% currently exists, a 1.2’ front yard (Dobson St.) setback where 27’ is required (Zoning Code Section 6-8-5-7-B-1) and 26.5’ currently exists, a .9’ street side yard (Dodge Ave.) setback where 15’ is required (Zoning Code Section 6-8-5-7-B-2) and 5.9’ currently exists, and a patio in the front yard (Dobson St.) where patios are only permitted in rear yards (Zoning Code Section 6-4-6-3-Table 4A-10). The requested special use and similar major zoning relief was previously approved in Ordinance 20-O-06, adopted February 27, 2006, which is now expired. The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Ms. Klotz read the case into the record.

Charlotte Kohn, property manager, explained:
- Property features an existing Retirement Home, Dobson Plaza, which has operated for decades.
- Addition was previously approved but the addition was never constructed and the approval has now expired.
- Addition will expand the day room for patients so that adaptive equipment such as wheelchairs, walkers, and recliners can fit in the space.
- Current day room is approximately 10’ x 10’.
- Patients typically live at Dobson Plaza for a minimum of five years.

Monica Jelska, architect, noted:
- Addition has storefront glass to provide feel and view of the outdoors for patients.
- Extensive landscaping along Dobson will improve streetscape and provide an accessible outdoor area for patients.
- Existing building is 3 stories, 24,000 sq. ft. with a metal roof.
- Proposed addition is 1,785 sq. ft. and is the identical footprint of the previous approval (plus the patio).
- Proposed height of addition is slightly shorter than previous approval, at 15’.

Mr. Gingold asked the applicant to address the requested impervious surface and stormwater management, and Ms. Kohn responded:
- Water on the property currently drains into the building, which has 3 sump pumps.
- A professional assessed the drainage for the proposed addition and found no issues.

Chair Berns noted civil engineering review will be required in the permit process. The City drainage engineer will require other ways of containing runoff if necessary. Mr. Gingold responded that civil engineering and a drainage plan should be required as a condition of approval.

Ms. Jelska further explained:
- Addition will provide a modern update to the building.
- Patio hardscape is pavers, with concrete walks for better ADA accessibility.
- The two additional rooms are connected by a small hallway/vestibule.
- ADA accessibility to the patio area is achieved by exiting the building at the main entrance where the ramp is, following the public sidewalk down Dodge and onto Dobson, and then into the patio area, which is what is done to access the small outdoor space that currently exists.

Adrianna Carter, 1924 Dobson St., stated Dobson Plaza is already out of compliance. With the 1985 approval, they agreed employees wouldn’t park on the street, but they park on Dobson and create parking issues for the neighborhood. There has been an unsightly shipping container on the property for 20 years. Elderly people are pushed in wheelchairs down the street on Dobson whenever the sidewalk is obstructed by overgrown landscaping or other patients in wheelchairs. Additional neighbors agreed.

Mr. Gingold asked staff how to address previous conditions from the 1985 approval, and Ms. Klotz explained the current request triggers a new special use since the addition increases the intensity of the use, so new conditions may be imposed on the new special use to replace any previous conditions.

Ms. Kohn stated she has spoken to neighbors about the street parking and it is not employees of Dobson Plaza who create the problem. The facility has 8 employees for the night shift and only 10 employees drive to work during the day. Most employees use public transportation. There is parking for 23. Employees and visitors use the parking lot. Vehicles from the apartment building on Howard St. park on the street so they do not have to pay to park in their garage, which is what causes the neighborhood
parking issue. Mr. Gingold responded that a condition should be imposed to require the area with 10 parking spaces as employee only parking to ensure employees do not park on the street. Ms. Kohn felt the condition would not be necessary but agreed to it.

Ms. Kohn explained the shipping container was placed on the property in 2007 in preparation for the addition, but since the addition was not constructed the container has remained. It will be removed as soon as the addition is completed. Construction is anticipated to take 6 months.

Ms. Kohn also noted there is no landscaping from Dobson Plaza that overhangs or blocks the public sidewalk, and that employees do not push patients down the street. Ms. Kohn also stated patients won’t sit in wheelchairs blocking the sidewalk any more since they will have a nicely landscaped patio area. Chair Berns stated residents should call 311 if City landscaping needs to be trimmed.

The ZBA entered deliberation.

Mr. Gingold explained the big issue is the increased impervious surface on the property and whether that will affect drainage. As long as there is a condition for engineering approval with the conclusion there will be no increased stormwater on adjacent properties, the variation is acceptable. The special use should include a condition that 10 of the parking spaces be dedicated as employee only parking. The storage container should be conditioned so that it must be removed from the property upon completion of the addition or within a certain timeframe if the addition is not constructed.

Chair Berns agreed and noted the patio and garden area will help get patients off of the public sidewalk and will be more aesthetically pleasing for both patients and neighbors.

Ms. Dziekan agreed with Mr. Gingold’s and Chair Berns’ comments and noted it is a tight site so the drainage condition makes sense.

The standards for variation were addressed:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes

Mr. Gingold motioned to recommend approval of the variations, which was seconded by Ms. Arevalo and unanimously approved with the following conditions:
1. Applicant shall provide the engineering opinion already obtained regarding drainage on the property.
2. The City’s civil engineer shall review the proposal and provide agreement that the additional water flow off of the property with not impact neighboring properties.
3. Substantial compliance with the documents and testimony on record.

The standards for special use were addressed:
Mr. Gingold motioned to recommend the special use, which was seconded by Ms. Dziekan and unanimously approved with the following conditions:

1. 10 off-street parking spaces shall be dedicated and marked as employee only parking and Dobson Plaza employees shall be required to use those parking spaces instead of street parking.

2. The storage container must be removed prior to FCO, or within 7 months of the permit issuance date, or within 7 months of City Council approval if a permit is not obtained.

3. Substantial compliance with the documents and testimony on record.
After conducting a public hearing on August 15, 2017, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-3-5-10 of the Zoning Ordinance:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
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<tbody>
<tr>
<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
<td>X Met</td>
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<td></td>
<td>Not Met</td>
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<tr>
<td>Vote 4-0</td>
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<tr>
<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
<td>X Met</td>
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<td></td>
<td>Not Met</td>
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<tr>
<td>Vote 4-0</td>
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<tr>
<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
<td>X Met</td>
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<td>Not Met</td>
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<td>Vote 4-0</td>
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<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td>X Met</td>
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<td></td>
<td>Not Met</td>
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<td>Vote 4-0</td>
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<tr>
<td>(E) It can be adequately served by public facilities and services</td>
<td>X Met</td>
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<td></td>
<td>Not Met</td>
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<td>Vote 4-0</td>
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(F) It does not cause undue traffic congestion;  
<table>
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<tr>
<th>Met</th>
<th>Not Met</th>
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<tbody>
<tr>
<td>X</td>
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<tr>
<td>Vote 4-0</td>
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(G) It preserves significant historical and architectural resources;  
<table>
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<tr>
<th>Met</th>
<th>Not Met</th>
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<tbody>
<tr>
<td>X</td>
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<tr>
<td>Vote 4-0</td>
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(H) It preserves significant natural and environmental features; and  
<table>
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<th>Met</th>
<th>Not Met</th>
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<tbody>
<tr>
<td>X</td>
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<tr>
<td>Vote 4-0</td>
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</table>

(I) It complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation.  
<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
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<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Vote 4-0</td>
<td></td>
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</tbody>
</table>

and based upon these findings, and upon a vote

4 in favor & 0 against

Recommends to the City Council

approval without conditions

denial of the proposed special use

approval with conditions specifically:

1. 10 off-street parking spaces shall be dedicated and marked as employee only parking and Dobson Plaza employees shall be required to use those parking spaces instead of street parking.
2. The storage container must be removed prior to FCO, or within 7 months of the permit issuance date, or within 7 months of City Council approval if a permit is not obtained.
3. Substantial compliance with the documents and testimony on record.

Attending:

<table>
<thead>
<tr>
<th></th>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Mary Beth Berns</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Myrna Arevalo</td>
<td>X</td>
</tr>
<tr>
<td>X</td>
<td>Scott Gingold</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Violetta Cullen</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Lisa Dziekan</td>
<td>X</td>
</tr>
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<td></td>
<td>Mary McAuley</td>
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<td></td>
<td>Kiril Mirintchev</td>
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</tbody>
</table>
In the case of

**Case Number:** 17ZMJV-0063  
**Address or Location:** 120 Dodge Ave.  
**Applicant:** Dobson Plaza Inc., property owner  
**Proposed Zoning Relief:** 46.8% building lot coverage where 40% is allowed, 85.4% impervious surface coverage where 55% is allowed, 1.2’ front yard (Dobson St.) setback where 27’ is required, .9’ street side yard setback (Dodge Ave.) where 15’ is required, patio in the front yard where patios are only permitted in rear yards

After conducting a public hearing on August 15, 2017, the Zoning Board of Appeals makes the following findings of fact, based upon the standards for major variances specified in Section 6-3-8-12 of the City Code:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
</tr>
</thead>
</table>
| (A) The requested variation will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties; | ___X__ Met _____Not Met  
4-0 |
| (B) The requested variation is in keeping with the intent of the zoning ordinance; | ___X__ Met _____Not Met  
4-0 |
| (C) The alleged hardship or practical difficulty is peculiar to the property; | ___X__ Met _____Not Met  
4-0 |
| (D) The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out; | ___X__ Met _____Not Met  
4-0 |
(E) The purpose of the variation is not based exclusively upon a desire to extract additional income from the property; or there is a public benefit;  
\[ \begin{array}{c|c} \text{Met} & \text{Not Met} \\ \hline \text{X} & \text{X} \\ 4-0 \end{array} \]

(F) The alleged difficulty or hardship has not been created by any person having an interest in the property;  
\[ \begin{array}{c|c} \text{Met} & \text{Not Met} \\ \hline \text{X} & \text{X} \\ 4-0 \end{array} \]

(G) The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property;  
\[ \begin{array}{c|c} \text{Met} & \text{Not Met} \\ \hline \text{X} & \text{X} \\ 4-0 \end{array} \]

and, based upon these findings, and upon a vote of

\( \text{4} \) in favor & \( \text{0} \) against

recommends to the City Council

\( \text{X} \) approval with conditions

_____ denial

1. Applicant shall provide the engineering opinion already obtained regarding drainage on the property.
2. The City's civil engineer shall review the proposal and provide agreement that the additional water flow off of the property with not impact neighboring properties.
3. Substantial compliance with the documents and testimony on record.

**Attending:**

<table>
<thead>
<tr>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Violetta Cullen</td>
<td></td>
</tr>
<tr>
<td>Mary Beth Berns</td>
<td>X</td>
</tr>
<tr>
<td>Lisa Dziekan</td>
<td>X</td>
</tr>
<tr>
<td>Kiril Mirintchev</td>
<td></td>
</tr>
<tr>
<td>Scott Gingold</td>
<td>X</td>
</tr>
<tr>
<td>Myrna Arevalo</td>
<td>X</td>
</tr>
<tr>
<td>Mary McAuley</td>
<td></td>
</tr>
</tbody>
</table>

407 of 503
August 30, 2017

Mr. David Schoning AIA  
ML Group  
3424 Oakton Street  
Skokie, IL 60076

Subject: Dobson Plaza  
Evanston, Illinois

Dear Dave

In accordance with your request, Dave Johnson and Associates, Ltd. reviewed the stormwater runoff impact of the proposed 1,785 SF addition to Dobson Plaza. The site is currently improved with a 3 story building, parking lot and associated appurtenances. The area where the proposed addition is situated is partially impervious with a concrete patio and walk. The net new impervious area on the site, after the proposed addition, is 1,215 SF.

The area of proposed addition is at the south east corner of Dobson Street and Dodge Street. Under both existing and proposed conditions, the portion of the site impacted drains northerly and easterly into Public Right of Way where it is collected by a public storm sewer system. There is an inlet located at the southeast corner of Dobson and Dodge and also an inlet on Dobson just east of the alley which separates this parcel with the existing residential homes.

The following summarizes the site storm sewer analysis:

<table>
<thead>
<tr>
<th>Condition</th>
<th>Site Area</th>
<th>Run Off Coefficient</th>
<th>100 Year Flow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing</td>
<td>0.35 Acres</td>
<td>83.8</td>
<td>2.94 CFS</td>
</tr>
<tr>
<td>Proposed</td>
<td>0.35 Acres</td>
<td>87.7</td>
<td>3.08 CFS</td>
</tr>
</tbody>
</table>

The net increase in flow at the 100 year storm event is 0.14 CFS.

The stormwater review was based on a 10 minute time of concentration and a corresponding 100 year rainfall intensity of 10.02 inches per hour. Exhibits and stormwater calculations are attached.
Conversations with the City of Evanston Engineering Department indicate that there are no reports of surface flooding in the area or of storm sewer pipe capacity concerns.

Based on our findings and conversations with the Engineering Department, we do not feel the proposed addition will have any impact on the surrounding residential areas.

Please call if you have any questions or wish to discuss the project in further detail.

Very truly yours,

DAVE JOHNSON & ASSOCIATES, LTD.

W. David Johnson P.E., R.L.S.
President
DOBSON PLAZA STORM CALCULATIONS

LOT AREA 15,274 SF

EXISTING IMPERVIOUS 11,838 SF
POST CONST IMPERVIOUS 13,053 SF

NET NEW IMPERVIOUS 1,215 SF

RUN OFF COEFFICIENT

EXISTING

IMPERVIOUS 11,838 X 0.95 11,246.1
Pervious 3,436 X 0.45 1,546.2

TOTALS 15,274 12,792.3

C = 83.8

PROPOSED

IMPERVIOUS 13,053 X 0.95 12,400.4
Pervious 2,221 X 0.45 997.5

TOTALS 15,274 13,399.85

C = 87.7

100 YEAR FLOW RATES

EXISTING
Q 100 = .838 X 10.02 X 0.35 = 2.94 CFS

POST CONSTRUCTION
Q 100 = .877 X 10.02 X 0.35 = 3.08 CFS

NET INCREASE 0.14 CFS
Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Community Development Director
Scott Mangum, Planning and Zoning Administrator
Katie Knapp, Transportation and Mobility Coordinator
Meagan Jones, Neighborhood and Land Use Planner

Subject: Ordinance 92-O-17
Zoning Ordinance Text Amendment
Reduction of Parking Requirements in TOD Areas and TOD Parking Study

Date: August 31, 2017

Recommended Action:
The Plan Commission and staff recommend adoption of Ordinance 92-O-17, amending the Zoning Ordinance Text to reduce the parking requirements for residential uses in Transit Oriented Development (TOD) areas, based on the Evanston Transit Oriented Development Parking Study completed by Sam Schwartz Engineering and Duncan Associates. The proposal would modify the parking requirements for residential developments in TOD areas to more accurately reflect vehicle ownership rates. Specifically:

<table>
<thead>
<tr>
<th>Parking Requirements (per dwelling unit)</th>
<th>Existing (In TOD and outside TOD)</th>
<th>Proposed In TOD Areas</th>
<th>Proposed Outside TOD Areas (no change)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-family Dwelling</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Single-family attached and two-family dwellings</td>
<td>1.5</td>
<td>1.5</td>
<td>1.5</td>
</tr>
<tr>
<td>Studio-1BD</td>
<td>1.25</td>
<td>.55</td>
<td>1.25</td>
</tr>
<tr>
<td>2BD</td>
<td>1.5</td>
<td>1.10</td>
<td>1.5</td>
</tr>
<tr>
<td>3BD</td>
<td>2</td>
<td>1.65</td>
<td>2</td>
</tr>
</tbody>
</table>

Livability Benefits
Reduce Environmental Impact: Reduce greenhouse gas emissions
Provide People-Friendly Streets, Buildings, Parks and Neighborhoods: Promote diverse transportation modes
Background
In 2015, the City applied for and was awarded a grant from the Regional Transportation Authority (RTA) through its Community Planning Program in order to examine parking regulations in Metra and CTA transit-served areas. The grant award did not require any financial commitment from the City other than staff time to assist with the project. The RTA staff and its consultants (Center for Neighborhood Technologies (CNT), Sam Schwartz Engineering and Duncan Associates) were assigned to prepare a TOD Parking Study evaluating parking requirements, parking demand and parking usage in Transit Oriented Development (TOD) areas across the City as well as local and national parking regulation trends and statistics to determine if any changes to the current parking requirements need to be made in the zoning ordinance.

The study (attached) analyzed current parking regulations, data from City parking garages, parking data for recent developments and a peer city comparison. It then identified short term and long term improvements to encourage transit use, track parking space use and adjust parking requirements in areas around transit stations. The Evanston TOD recommendations would be used for Zoning Ordinance amendments, evaluation of city processes related to parking and during evaluation of proposed private developments.

TOD Study Findings
Evanston is well-served by both CTA and Metra rail lines, with a combined total of 11 transit stations. The City has made concerted efforts in encouraging denser, more walkable development near these transit stops in recent years, pushing for increased inclusion of car-sharing spaces, bicycle parking, Divvy expansion in the City and sponsorship or contributions to Divvy program. When looking closely at parking requirements in TOD areas, the study recognized that while the current parking requirements may be well suited in more residential areas away from transit stops, they often lead to underutilized parking spaces in TOD areas. This is also evidenced by the recent development E2, located at 1881 Oak Avenue, requesting and being approved for an adjustment to their planned development which allows up to 25% of the existing parking spaces to be leased by the public. Currently, the average utilization of the parking spaces for that development, which was constructed with one space per unit, is less than 50%.

Based on the local and national research, as well as statistics and analysis of parking data within Evanston’s designated TOD areas (as outlined by the Inclusionary Housing Ordinance, which range from 1/8 to 1/4 of a mile from transit stops, maps attached), the study concludes that actual parking and transportation usage in Evanston’s TOD areas mirror national trends of reduced personal car ownership and usage; however, the current parking requirements do not reflect changes in multi-modal transportation trends nor actual parking usage observed in recent residential and mixed-use developments located within those TOD areas.

Study Recommendations
Based on the analysis of the existing regulations, parking data, and broader TOD trends in peer and larger cities, the Study includes a list of recommendations for the City to consider which are summarized below:
Short term projects:
- Modify parking requirements based on the number of bedrooms in a unit, taking into account the average number of vehicles owned per bedroom (0.55 per bedroom, as proposed below).
- As an alternative to implementing parking requirements per bedroom, for simplicity the City could eliminate the reference to unit size in the Zoning Ordinance and require 1.0 space per unit for residential developments, regardless of unit size.
- Allow developers to propose further reductions on a case-by-case basis. These reductions must be supported by parking studies and market research, as well as Transportation Demand Management (TDM) strategies/programs. This can include providing car-share vehicles, bike share stations, transit passes, or other incentives.
- Require a multi-modal transportation study for all planned developments within a TOD.
- Require all planned developments that are granted a parking variance to provide vehicle ownership data to the City on an annual basis, up to five years after the occupancy permit is issued, to ensure the parking demand does not exceed the supply or negatively impact the adjacent streets.
- For planned developments over 100 units that request a parking variation, a transportation demand management plan must be provided that establishes mode split goals that align with the City’s goals and how they will be achieved.
- Encourage shared parking approaches to further reduce residential parking requirements in mixed-use developments if parking will in fact be shared.
- Consider establishing and implementing an impact fee, escrow payments, or fee-in-lieu of parking policy for incoming development reviews and proposed construction projects.

Long term projects:
- Conduct a comprehensive parking study of off-street facilities, both public and private, to determine future parking needs within key TODs and availability of supply.

Transportation and Parking Committee Review
In August of 2016, staff brought forth the study and a proposed text amendment that would reduce the parking requirements for multifamily residential developments located within in designated TOD areas to the Transportation and Parking Committee. At that point, the original recommendation was to reduce parking requirements in TOD areas to one parking space per dwelling unit, regardless of size.

During the Committee’s initial review of the TOD Parking Study and proposed amendments the Committee provided feedback which centered largely on the following items:
- Concern of reducing the parking to proposed extent of 1 space per dwelling unit.
- Additional information on the number of vehicles registered at TOD developments in comparison to actual parking utilization.
- Additional information on the number of vehicles registered in Evanston compared with the number of households within Evanston.
- Possibility of an impact or escrow fee in lieu of providing required parking.
- Possibility of starting with a pilot TOD parking area to gather data on effectiveness.
- Projection of vehicle ownership in the future.

In addition to the proposed revisions to vehicle parking in TOD areas, there were proposed bike parking revisions, however, no discussion on this item occurred during that August meeting. Bike parking regulations will be brought before Council at a future date to be determined.

On August 30, 2017 the Transportation and Parking Committee was provided an update on the Study and the Plan Commission recommendation and affirmed the Plan Commission’s recommendation to approve a .55 parking space per bedroom parking requirement and remove the point referencing creation of a fee-in-lieu of providing parking.

Proposal Overview
Staff is proposing to modify the parking requirements for residential developments in TOD areas based on the number of bedrooms per unit. The current and proposed parking requirements, as well as parking incentive per the Inclusionary Housing Ordinance are outlined in the table below:

<table>
<thead>
<tr>
<th>Parking Requirements (per dwelling unit)</th>
<th>Existing (In TOD and outside TOD)</th>
<th>Proposed</th>
<th>Existing IHO parking incentives</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>In TOD Areas</td>
<td>Outside TOD Areas (no change)</td>
<td>In TOD Areas (no change)</td>
</tr>
<tr>
<td>Single-family Dwelling</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
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<td>1.5</td>
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</tr>
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</tr>
<tr>
<td>2BD</td>
<td>1.5</td>
<td>1.10</td>
<td>1.5</td>
</tr>
<tr>
<td>3BD</td>
<td>2</td>
<td>1.65</td>
<td>2</td>
</tr>
</tbody>
</table>

Staff believes the proposed revised TOD parking requirements are consistent with the City’s goal to be a community that offers safe affordable and easily accessible alternatives to the automobile, promoting public transportation ridership as an alternative to automobile use and aiding in the promotion of higher-density residential and mixed-use development in close proximity to transit stops. The proposed text amendment also follows a current trend towards lower parking space usage in recent developments.
Legislative History
July 12, 2017 – Plan Commission voted to recommend approval of the proposed text amendment to reduce parking requirements to 0.55 spaces per bedroom but remove the point referring to creating a fee-in-lieu of parking from the Commission’s recommendation.

Attachments
Proposed Ordinance 92-O-17
TOD Parking Study
Link to TOD Area maps from Inclusionary Housing Ordinance (IHO)
Approved Minutes from the July 12, 2017 Plan Commission
9/1/2017

92-O-17
AN ORDINANCE
Amending Table 16-B, “Schedule of Minimum Off Street Parking Requirements,” of Title 6, Chapter 16 of the Evanston City Code

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

SECTION 1: “Multiple-family dwellings” in Table 16-B, “Schedule of Minimum Off Street Parking Requirements,” of Title 6, Chapter 16 of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

<table>
<thead>
<tr>
<th>Multiple-family dwellings</th>
<th>Multiple-family dwellings shall be provided according to the following schedule:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Dwelling unit with 1 or fewer bedrooms: 1 ¼ spaces for each dwelling unit or .55 spaces for each dwelling if within a designated Transit Oriented Development area.</td>
</tr>
<tr>
<td></td>
<td>Dwelling unit with 2 bedrooms: 1 1/2 spaces for each dwelling unit or 1.10 spaces for each dwelling if within a designated Transit Oriented Development area.</td>
</tr>
<tr>
<td></td>
<td>Dwelling unit with 3 or more bedrooms: 2 spaces for each dwelling unit or 1.65 spaces for each dwelling if within a designated Transit Oriented Development area.</td>
</tr>
<tr>
<td></td>
<td>Multiple-family dwellings which fall under Inclusionary Housing Ordinance requirements shall meet parking standards as specified in the corresponding zoning</td>
</tr>
</tbody>
</table>

416 of 503
district’s Inclusionary Housing Bonus section.

For purposes of this use, any room other than a kitchen, living room, dining room, living-dining room, laundry room, bathroom, or lavatory shall be deemed a bedroom.

**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
Adopted: _________________, 2017
Approved: ______________________, 2017

Stephen H. Hagerty, Mayor

Attest:

Devon Reid, City Clerk

Approved as to form:

W. Grant Farrar, Corporation Counsel
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What is Transit-Oriented Development and how does parking fit in? 1

Parking in Evanston TODs 4

Evanston Zoning Ordinance Requirements 5
Existing Public Parking Facilities in Evanston 5
ACS Car Ownership Changes 6
TOD Planned Development Parking Demand 6
Recently Approved Parking Development Allowances for Planned Developments 8
Vehicle Ownership 8

Peer & Large City Comparison 10

Findings 10

Recommendations 11

Appendix A1

Palo Alto, CA A1
Cambridge, MA A2
Boulder, CO A2
Pasadena, CA A2
Berkeley, CA A2
Minneapolis, MN A3
Portland, OR A3
Arlington, VA A3

Map 1: Evanston Transit Stations and TOD Areas A4
Map 2: Evanston Population by Census Tract A5
Map 3: Evanston Zoning A6
Map 4: South Evanston TOD Area A7
Map 5: Central Evanston TOD Area A8
Map 6: North Evanston TOD Area A9
Introduction
The City of Evanston has put forth a concentrated effort toward decreasing the community’s reliance on the automobile through increasing the density of the city within a short walk to transit. Evanston has excellent access to transit with ten transit stations along the CTA Purple line, the Metra Union Pacific-North line and a connection to the CTA Red and Yellow lines. The community’s planning efforts have paid off with significantly lower automobile ownership than its surrounding suburban counterparts and increasing development and commercial activity around transit stations.

But while the driving and parking characteristics of the community have evolved and continue to change, especially in areas adjacent to transit, Evanston’s residential parking requirements do not reflect the influence of transit, lower vehicle ownership and actual parking demands by residents. Through zoning updates, the City hopes to encourage increased multi-modal travel by residents, businesses and visitors within Transit-Oriented Development (TOD) areas – areas with mixed-use development in proximity of a transit station. The City also hopes to balance parking supply with demand and eliminate unnecessary parking requirements in these TOD areas.

To study this particular issue, Evanston was awarded funding from the Regional Transportation Authority (RTA) through its 2015 Community Planning Program which, among other goals, aims to support zoning updates that encourage transit-friendly development. The intent of the funding was to support an examination of the City’s parking regulations to determine the appropriate amount of off-street parking required in its TOD areas.

As such, the purpose of this study is to provide the City with research and parking data to help determine adjustments needed to the Zoning Ordinance that better reflect actual private, off-street parking needs in TOD areas. The following report summarizes our parking analysis and provides recommendations to implement TOD area parking requirements.

What is Transit-Oriented Development and how does parking fit in?
Transit-oriented development, commonly referred to as TOD, is typically defined as compact, higher-density, mixed-use development in proximity of a transit station. Within a TOD, a resident has the ability to walk, bike or take transit to work, and meet a combination of convenience and lifestyle needs within a short walk of home. When communities add TOD, they become less reliant on automobiles and the benefits accrue at multiple levels. For example, TOD:

- **Can lower the cost of living by helping households live with fewer cars.** TOD provides the opportunity for households to own fewer cars, drive them less, and generate savings on transportation that can be spent at local businesses or on other needs. Across Evanston, the typical household owns 1.36 cars. According to the Center for Neighborhood Technology (CNT), the cost of owning and driving those cars means that the household cost of transportation is $10,070 per year. But in downtown Evanston, a typical household owns 1.15 cars and the cost of transportation is $8,860 per year, or 12% less.

---

● **Can connect households with jobs.** When commuters can easily access a rail station from their home, it greatly expands the number of jobs they can reach within a 60-minute commute. For example, households in downtown Evanston can reach 1.3 million jobs, or 30% of the regional total, within a 60-minute transit ride, in addition to 9,534 jobs at Northwestern University.\(^2\)

● **Can reduce vehicle miles traveled and greenhouse gases.** When households can live close to transit, they can drive less, reduce traffic congestion, and can produce fewer greenhouse gases (GHGs) from their transportation behavior. According to the Center for Neighborhood Technology (CNT), in downtown Evanston, the typical household drives 14,436 miles per year and generates 4.49 metric tons of GHGs per year, compared to 15,900 and 6.06 metric tons citywide.\(^3\)

● **Can increase property values.** TODs increase tax revenues near transit stations by promoting high intensity development in areas of significant transit investment. For example, a three-story development in a downtown can generate up to 100 times more property tax revenue per acre than a single family home on an equivalently sized parcel.\(^4\)

● **Can increase and stabilize property values.** In addition to the increased tax increment that TOD may generate, it can also preserve home values during market fluctuations. During the real estate downturn between 2006 and 2011, CNT has found that while the average sales price for residential properties in the Chicago region declined by nearly a third during this period, residential properties near transit were most resilient to the recession. The average sales price for a property within a \(\frac{1}{2}\)-mile of all Metra and CTA rail stations outperformed the regional average by 29.7%.\(^5\)

● **Can Attract more development to the downtown core.** When parking requirements are decreased, developers are no longer required to purchase additional land to construct unnecessary parking assets. This increases the amount of services that are able to locate in a centralized area, encourages cross-shopping since patrons are more likely to stop in other stores while completing their errands, and promotes sustainable development in the downtown core area.

● **Is aligned with the region’s mobility goals.** Data provided by the Chicago Metropolitan Agency for Planning (CMAP) indicates that while single occupancy vehicle (SOV) trips still represent the majority of work trip taken in the region, SOV mode share in the region has not increased since 2000\(^6\), which can be seen in **Figure 1**.

---

\(^3\) CNT, H+T Index, 2016.
One of the main goals included in CMAP’s regional plan (GOTO 2040) is to make an effort to reduce the number of SOV trips and increase the volume of transit ridership to reduce congestion, discourage sprawl, increase land conservation, and centralize planning efforts. Currently, weekday ridership on the region’s transit system is about two million, or approximately 9 percent of the total trips taken each weekday. CMAP’s goal is to increase transit ridership’s share to 13.5 percent of trips made each weekday — or approximately four million trips by 2040. In order to increase transit ridership, it is essential to increase the volume of housing that is transit accessible by creating and leveraging TOD developments within the region. Today, approximately 68% of residents can walk to transit stations from their home, while 76% of residents can walk to transit from their place of work. CMAP’s GOTO 2040 plan establishes a goal of increasing those “walk-to” rates to 75% and 80%, respectively.  

These benefits accrue as a community becomes less dependent on automobiles. Municipalities maximize these gains when they prioritize allocating space towards housing units, retail and office space, rather than parking stalls to store automobiles. All too often, however, minimum parking requirements require new development to add parking that is not needed. When that parking sits underutilized, it generates opportunity costs that can set communities back in maximizing TOD. Excessive parking requirements can:

- **Make market rate housing more expensive.** In the Chicago region, the cost to construct a parking space can vary between $4,200 in a surface lot and $37,300 in an indoor, underground parking garage. Developers pass on the costs to renters and owners and a stall can increase the asking price of a unit by as much as 12.5%.

---


8 Donald Shoup, High Cost of Minimum Parking Requirements – numbers have been inflation adjusted for the Chicago market, 2012-5 — (Original Source: Rider Levett Bucknall, Quarterly Construction Cost Report, Third Quarter (2012)
Reduce the number of affordable housing units. In a subsidized housing development, every dollar spent building parking spaces is a dollar not spent providing housing for people. In one case study, to provide housing without parking at an $80,000 purchase price, aimed at a family earning $30,000, a non-profit developer would need a $4,000 subsidy. But requiring two parking spaces would increase the funding gap in this case study project to $26,251. Keeping the cost of construction constant, those limited subsidy dollars could fund 6.5 times as many units if allocated entirely towards housing, rather than towards parking.

Reduce the amount of space for non-parking uses. Between the stall itself, the turning radius, and lanes and ramps, each parking spot requires about 350 square feet. Within a ten unit building, 20 parking spaces would require 7,000 square feet of space. That space could be reallocated towards five new units at 1,000 square feet apiece, twenty bicycle spaces at 12.5 square feet apiece, up to 10 more ADA spaces, and three parking spaces dedicated to shared vehicles, with 700 square feet to spare.

Encourage people to own more cars and drive more. When parking is provided, residents are more likely to use an automobile than to consider taking healthy, active modes of transportation. Vehicle trip generation rates increase when the supply of parking spaces increases. Residents of neighborhoods with standard parking minimums are 28% more likely to drive to work than in similar neighborhoods without them.

Disproportionately burden the poor, old, young, and disabled, who subsidize transportation for the relatively more affluent. Parking minimums typically require that a development provide the same number of spaces for every unit, even when the tenant might be less likely to own a car. Tenants that do not own cars but pay for parking bundled within their rent effectively help subsidize parking for those who do use it.

Parking in Evanston TODs
Evanston has eight TOD areas defined by its Inclusionary Housing Ordinance that are generally described as the area within 1/8 of a mile from a transit rail station plus all property within ¼ of a mile of the station along the main commercial corridors. The TOD areas, shown contiguous in Map 1, consist of:

- Central-Evanston (CTA Purple)
- Central Street (UP-N)
- Noyes-Foster (CTA Purple)
- Davis Street (CTA Purple, UP-N)
- Dempster Street (CTA Purple)
- Main Street (CTA Purple, UP-N)
- South Boulevard (Purple)

---

- Howard Street (CTA Purple, Red, Yellow)

*Map 2* shows Evanston population by census tract.

This section discusses the details of Evanston’s Zoning Ordinance with regard to current residential parking requirements, notes recently approved Planned Development parking development allowances and compares the actual parking demand in TOD areas. It also discusses the availability of public parking and the role of TOD in Evanston’s decreasing vehicle ownership rates.

**Evanston Zoning Ordinance Requirements**

There is currently one parking requirement for all new residential projects in Evanston, including ones close to transit, as specified in City’s Zoning Ordinance. As stated in 6-16-2 of the City Code, “each principal building or use shall provide the minimum number of off-street parking spaces as identified in Table 16-B”. Required off-street parking facilities shall be used solely for the users of the building. The parking requirements listed in Table 16-B for typical residential developments in Evanston are as follows:

- Single-family detached dwellings: 2.00 parking spaces per unit
- Single-family attached dwellings: 1.50 parking spaces per unit
- Multi-family attached dwellings (1 bedroom): 1.25 parking spaces per unit
- Multi-family attached dwellings (2 bedrooms): 1.50 parking spaces per unit
- Multi-family attached dwellings (3 or more bedrooms): 2.00 parking spaces per unit

The City allows for required parking to be provided off-site, either in a lot owned privately and located less than 1,000 feet from the property (when ten or more spaces are required), or leased from the City in a public facility located not more than 1,000 feet from the property and not located in a more restrictive zoning district (if not R1 through R4).

There are no residential parking requirement exemptions in the City’s Zoning Ordinance, but they can be requested by variance, or as a development allowance for Planned Development projects. Shared parking is allowed for certain nonresidential uses and a general 20% parking reduction for nonresidential uses is allowed in the Downtown districts. Furthermore, the first 2,000 square feet for nonresidential uses in business districts, and the first 3,000 square feet for nonresidential in the Downtown districts are exempt from the parking requirements.

*Map 3* shows the TOD areas overlaid on the City’s land use map.

**Existing Public Parking Facilities in Evanston**

As previously mentioned, the City allows part or all of the required parking spaces to be leased from the City to serve the subject property as long as the spaces are located within 1,000 feet of the property and the development is not in R1 through R4. There are over 30 public surface lots in the community, including City, CTA and privately owned public lots. Public surface parking consists of approximately 1,975 free, metered and permit parking spaces. Three public parking garages are located in the Davis Street TOD area containing a total of 3,583 parking spaces. Public surface lots and garages are shown in three separate maps numbered *Map 4, 5, and 6* corresponding to the North, Central and South portions of Evanston.
Occancy counts provided by the City at all three garages in 2014 show these garages to be approximately 59% occupied overall at peak times on weekdays and 43% occupied on weekends. The demand of the public parking garages is shown in Table 1.

Table 1
Public Parking Garages: Supply and Utilization

<table>
<thead>
<tr>
<th>Public Parking Garage</th>
<th>Capacity (spaces)</th>
<th>Weekday Utilization</th>
<th>Weekend Utilization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Maximum Peak (2:00pm)</td>
<td>Average Peak (2:00pm)</td>
</tr>
<tr>
<td>1800 Maple St. Self Park</td>
<td>1,400</td>
<td>1,020 (73%)</td>
<td>815 (58%)</td>
</tr>
<tr>
<td>Church St. Self Park</td>
<td>600</td>
<td>527 (89%)</td>
<td>312 (52%)</td>
</tr>
<tr>
<td>Sherman Plaza Self Park</td>
<td>1,347</td>
<td>990 (73%)</td>
<td>863 (64%)</td>
</tr>
<tr>
<td>Total</td>
<td>3,347</td>
<td>2,537 (76%)</td>
<td>1,990 (59%)</td>
</tr>
</tbody>
</table>

ACS Car Ownership Changes
According to the 2014 American Community Survey, vehicle ownership rates in Evanston is approximately 1.36 vehicles per household (Cook County, including the City of Chicago, has an ownership rate of 1.42 vehicles per household). However, these ownership rates are much less in areas around transit.

- Vehicle ownership rates of census tracts that include all TOD areas in the City are 9% lower than Evanston's already-low car ownership rate.
- In the area around the Davis Street TOD, car ownership is 15-16% lower than the City overall.
- Over the five years prior to 2014, car ownership, as measured by the average number of vehicles available per household, has declined almost 10% throughout the City.
- Car ownership in tracts that contain a TOD is less than 12% than it was five years ago, and 4% less than one year ago.

These numbers clearly demonstrate the downward trend of car ownership in Evanston’s TOD areas.

TOD Planned Development Parking Demand
In a traffic study completed for the development at 1620 Central Street by Kenig, Lindgren, O’Hara, Aboona, Inc. (KLOA), parking utilization counts were provided at four TOD developments in Downtown Evanston. The locations of these developments and a summary of the parking data is shown in Table 2. Peak parking demand at the four locations ranged from 0.9 vehicles per unit to 1.05 vehicles per unit, with an average peak demand of 0.94 vehicles per unit.
### Table 2
**Actual TOD Parking Characteristics**  
*Summary of Parking Survey Results (by KLOA, Inc.)*

<table>
<thead>
<tr>
<th>Development</th>
<th>Location</th>
<th>Closest Station</th>
<th>Transit to Transit Station</th>
<th>Proximity to Transit Station</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR+</th>
<th>Total Units</th>
<th>Average Unit Size</th>
<th>Parking Supply (spaces per du)</th>
<th>Parking Demand (spaces per du)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Optima Towers</strong></td>
<td>1580 Sherman Ave</td>
<td>CTA - Davis Metra - Evanston (Davis Street)</td>
<td>0.2 miles</td>
<td>18</td>
<td>69</td>
<td>18</td>
<td>105</td>
<td>1.37</td>
<td>0.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Optima Views</strong></td>
<td>1720 Maple Ave</td>
<td>CTA - Davis Metra - Evanston (Davis Street)</td>
<td>0.2 miles</td>
<td>62</td>
<td>99</td>
<td>46</td>
<td>207</td>
<td>1.16</td>
<td>0.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Optima Horizons</strong></td>
<td>800 Elgin Road</td>
<td>CTA - Davis</td>
<td>0.3 miles</td>
<td>82</td>
<td>138</td>
<td>26</td>
<td>246</td>
<td>1.49</td>
<td>1.05</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The Reserve</strong></td>
<td>1930 Ridge Ave</td>
<td>CTA - Foster</td>
<td>0.2 miles</td>
<td>108</td>
<td>77</td>
<td>8</td>
<td>193</td>
<td>1.13</td>
<td>0.91</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.94</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Recently Approved Parking Development Allowances for Planned Developments

It is the purview of City Council to approve development allowances regarding parking requirements. The Plan Commission makes recommendations to City Council on parking for Planned Developments. Given the decreasing ownership rates and the resulting decrease in parking demand, the City has recently approved several developments near transit with reduced parking requirements. Each of these variations is described below and also shown on Maps 4, 5, and 6.

- **835 Chicago Ave** – 1.09 spaces per dwelling unit (Main Street (CTA Purple, UP-N))
- **1571 Maple** – 1.13 spaces per dwelling unit, all but 12 of which are provided within the 1800 Maple St Self Park facility. Two on-site car-share spaces are designated. (Davis Street (CTA Purple, UP-N))
- **1620 Central Street** – 1.15 spaces per dwelling unit (Central-Evanston (CTA Purple), Central Street (UP-N))
- **1700 Central Street** – 1.0 space per dwelling unit. One car-share space is designated. (Central-Evanston (CTA Purple), Central Street (UP-N))
- **824-828 Noyes Street** - 0.8 spaces per dwelling unit. (Noyes-Foster (CTA Purple))
- **831 Emerson Street** - 0.7 spaces per dwelling unit. Two car-share spaces are designated. (Noyes-Foster (CTA Purple))

**Vehicle Ownership**

At the request of the City, vehicle ownership rates in applicable TOD buildings were analyzed. Specific addresses for applicable residential and mixed-use buildings were determined with staff, and registered vehicle counts by address were obtained from the Secretary of State. **Table 3** shows a breakdown of each building unit count based on number of bedrooms and the associated registered vehicle count. An average vehicle ownership rate among the data set was determined to be .94 vehicles per unit, as opposed to the 1.15 vehicle ownership rate that exists outside of the TOD area.
## Table 3
Summary of Vehicle Ownership

<table>
<thead>
<tr>
<th>Development</th>
<th>Location</th>
<th>Closest Transit Station</th>
<th>Miles to Station</th>
<th># of spaces</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR+</th>
<th>Total Units</th>
<th>Vehicles per du</th>
<th>Parking Supply per du</th>
<th>Parking supply per br</th>
</tr>
</thead>
<tbody>
<tr>
<td>1717 Ridge</td>
<td>1717 Ridge Avenue</td>
<td>CTA - Davis Metra - Evanston (Davis Street)</td>
<td>0.2 mi</td>
<td>194</td>
<td>119</td>
<td>42</td>
<td>14</td>
<td>176</td>
<td>.68</td>
<td>.49</td>
<td>1.10</td>
</tr>
<tr>
<td>AMLI</td>
<td>705-749 Chicago Ave</td>
<td>CTA - Main Metra - Evanston (Main Street)</td>
<td>0.2 mi</td>
<td>309</td>
<td>110</td>
<td>104</td>
<td>--</td>
<td>214</td>
<td>.80</td>
<td>.54</td>
<td>1.44</td>
</tr>
<tr>
<td>Central Station</td>
<td>1720 Central Street</td>
<td>Metra – Evanston (Central Street)</td>
<td>0.1 mi</td>
<td>81</td>
<td>45</td>
<td>27</td>
<td>6</td>
<td>78</td>
<td>.94</td>
<td>.62</td>
<td>1.04</td>
</tr>
<tr>
<td>Optima Towers</td>
<td>1580 Sherman Ave</td>
<td>CTA - Davis Metra - Evanston (Davis Street)</td>
<td>0.2 mi</td>
<td>144</td>
<td>18</td>
<td>69</td>
<td>18</td>
<td>105</td>
<td>1.33</td>
<td>.67</td>
<td>1.37</td>
</tr>
<tr>
<td>Optima Views</td>
<td>1720 Maple Ave</td>
<td>CTA - Davis Metra - Evanston (Davis Street)</td>
<td>0.2 mi</td>
<td>240</td>
<td>62</td>
<td>99</td>
<td>46</td>
<td>207</td>
<td>1.17</td>
<td>.61</td>
<td>1.16</td>
</tr>
<tr>
<td>Optima Horizons</td>
<td>800 Elgin Road</td>
<td>CTA - Davis</td>
<td>0.3 mi</td>
<td>367</td>
<td>82</td>
<td>138</td>
<td>26</td>
<td>246</td>
<td>1.07</td>
<td>.60</td>
<td>1.49</td>
</tr>
<tr>
<td>The Reserve</td>
<td>1930 Ridge Ave</td>
<td>CTA - Foster</td>
<td>0.2 mi</td>
<td>220</td>
<td>108</td>
<td>77</td>
<td>8</td>
<td>194</td>
<td>.89</td>
<td>.60</td>
<td>1.13</td>
</tr>
<tr>
<td>1640 Maple</td>
<td>1640 Maple Avenue</td>
<td>CTA - Davis Metra - Evanston (Davis Street)</td>
<td>0.1 mi</td>
<td>145</td>
<td>29</td>
<td>71</td>
<td>3</td>
<td>103</td>
<td>1.17</td>
<td>.67</td>
<td>1.41</td>
</tr>
<tr>
<td>1572 Maple</td>
<td>1572 Maple Avenue</td>
<td>CTA - Davis Metra - Evanston (Davis Street)</td>
<td>0.1 mi</td>
<td>48</td>
<td>8</td>
<td>8</td>
<td>12</td>
<td>28</td>
<td>1.29</td>
<td>.60</td>
<td>1.71</td>
</tr>
<tr>
<td>Sherman Plaza Condominiums</td>
<td>807 Davis Street</td>
<td>CTA - Davis Metra - Evanston (Davis Street)</td>
<td>0.2 mi</td>
<td>304</td>
<td>72</td>
<td>154</td>
<td>27</td>
<td>253</td>
<td>1.35</td>
<td>.74</td>
<td>1.20</td>
</tr>
<tr>
<td>831 Emerson*</td>
<td>831 Emerson</td>
<td>CTA - Foster</td>
<td>0.2 mi</td>
<td>175</td>
<td>111</td>
<td>93</td>
<td>38</td>
<td>242</td>
<td>.72</td>
<td>.43</td>
<td>1.38</td>
</tr>
<tr>
<td>E2*</td>
<td>1881 Oak St</td>
<td>CTA - Foster</td>
<td>0.3 mi</td>
<td>353</td>
<td>246</td>
<td>81</td>
<td>26</td>
<td>353</td>
<td>1.00</td>
<td>.34</td>
<td>1.00</td>
</tr>
<tr>
<td>824 Noyes*</td>
<td>824 Noyes</td>
<td>CTA - Noyes</td>
<td>0.1 mi</td>
<td>35</td>
<td>23</td>
<td>12</td>
<td>9</td>
<td>44</td>
<td>.80</td>
<td>.47</td>
<td>.80</td>
</tr>
<tr>
<td>1571 Maple*</td>
<td>1571 Maple</td>
<td>CTA - Davis Metra - Evanston (Davis Street)</td>
<td>0.2 mi</td>
<td>113</td>
<td>57</td>
<td>38</td>
<td>6</td>
<td>101</td>
<td>1.12</td>
<td>.75</td>
<td>1.12</td>
</tr>
<tr>
<td>1620 Central*</td>
<td>1620 Central Street</td>
<td>Metra – Central Street</td>
<td>0.2 mi</td>
<td>54</td>
<td>11</td>
<td>28</td>
<td>8</td>
<td>47</td>
<td>1.15</td>
<td>.59</td>
<td>1.15</td>
</tr>
<tr>
<td>Chicago &amp; Main*</td>
<td>835 Chicago</td>
<td>CTA - Main Metra - Evanston (Main Street)</td>
<td>0.1 mi</td>
<td>127</td>
<td>63</td>
<td>42</td>
<td>7</td>
<td>112</td>
<td>1.13</td>
<td>.76</td>
<td>1.13</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>.94</td>
<td>.57</td>
<td>1.19</td>
</tr>
</tbody>
</table>

*Source: Illinois Secretary of State, 2015 data set. **Approved or recently constructed developments with no official number of registered vehicles.

**E2 Development 94% occupied with peak parking utilization rates ranging from 36% to 46% during a timeframe surveyed by KLOA
Peer & Large City Comparison

A number of cities across the United States are making adjustments to their parking requirements to reflect the changes in parking demand around transit stations. As part of this study, the project team conducted a review of the requirements in several peer cities across the country, as well as a few larger cities with applicable TOD parking ordinances (see Appendix).

Table 4
Comparison of Multi-Family Residential Parking Requirements in Peer and Large Cities

<table>
<thead>
<tr>
<th></th>
<th>Standard Residential</th>
<th>TOD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Min (low)</td>
<td>Min (high)</td>
</tr>
<tr>
<td>Evanston, IL</td>
<td>1.25</td>
<td>2.0</td>
</tr>
<tr>
<td>Peer City</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chicago, IL</td>
<td>1.0</td>
<td>2.0</td>
</tr>
<tr>
<td>Palo Alto, CA</td>
<td>1.25</td>
<td>2.0</td>
</tr>
<tr>
<td>Cambridge, MA</td>
<td>1.0</td>
<td>1.0</td>
</tr>
<tr>
<td>Boulder, CO</td>
<td>1.0</td>
<td>2.0</td>
</tr>
<tr>
<td>Pasadena, CA</td>
<td>1.0</td>
<td>2.0</td>
</tr>
<tr>
<td>Berkeley, CA</td>
<td>1.0</td>
<td>1.0</td>
</tr>
<tr>
<td>Portland, OR</td>
<td>0</td>
<td>1.0</td>
</tr>
<tr>
<td>Minneapolis, MN</td>
<td>.5</td>
<td>1.7</td>
</tr>
</tbody>
</table>

Findings

The existing parking and transportation characteristics in Evanston’s Transit Oriented Development areas mirror those expected of land use with close proximity to transit access and, in many cases, an easy walk to a mix of uses like commercial and office. Residents own fewer cars and drive less13. Providing off-street parking for residential uses within these TODS, as well as all areas of the City, is a requirement in Evanston, as it is with almost all American cities. But while parking characteristics within these TOD

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areas are very different than the City overall, these existing parking requirements for new residential developments do not consider such differences within the Ordinance.

Based on surveys completed in four TOD developments in Evanston, the average peak parking demand is 0.94 vehicles per unit, with a range between 0.90 and 1.05 vehicles per unit. However, the supply of these developments averaged to be 1.29, ranging between 1.16 and 1.49. Similarly, according to data provided by the Illinois Secretary of State, vehicle ownership at ten Evanston TOD developments averages 1.07 vehicles per unit while the supply per unit averages 1.31. This demonstrates that the existing ordinance, which requires between 1.25 to 2.0 spaces for every unit, overstates the actual parking demand of these developments. When the supply of parking is overbuilt in this manner, it induces the demand for parking for these developments as residents are less likely to pursue alternative transportation modes if they are offered a parking space free of charge or at a discounted rate.

To better reflect the demand, the City has approved reduced parking at development near transit as a result of the decreasing vehicle ownership rates and associated decrease in parking demand, with recently approved development allowances ranging from 0.72 to 1.15 spaces per dwelling unit. However, this reduction is now required to be completed through a planned development or variance process that takes time and uncertainty to complete. This lengthy process can be a significant deterrent to new development.

The Peer City comparison demonstrates that cities are taking different approaches towards residential parking requirements for TOD. For smaller units (1 bedroom or less), the range is zero to 1.125 spaces per dwelling unit, and for larger units (2+ bedrooms) the range is zero to 1.5 spaces per dwelling unit. Evanston’s requirements, in comparison, are higher than all peer cities reviewed. Among the larger city comparisons, TOD parking minimums ranged from 0 to 0.85 spaces per dwelling unit. The conclusion is that cities are making changes to their ordinances to reflect the reduced demand of vehicles of TODs.

**Recommendations**

Based on the findings of this study, the City of Evanston’s parking requirements overstate the amount of parking that new residential developments near transit must build. The City of Evanston should create separate parking requirements for new developments located within TOD areas as defined by the Inclusionary Housing Ordinance. As such, the following recommendations are offered:

- Adopt lower parking requirements based on the number of bedrooms in a unit. The average number of vehicles owned per bedroom was recorded at 0.56, which was used to guide the recommendations presented in Table 5.

  **Table 5**

  *Existing and proposed parking requirements for Multi-Family Units in TOD zone, per bedroom*

<table>
<thead>
<tr>
<th># of bedrooms</th>
<th>Existing</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio/1 BR</td>
<td>1.25</td>
<td>0.55</td>
</tr>
<tr>
<td>2 BR</td>
<td>1.50</td>
<td>1.10</td>
</tr>
<tr>
<td>3 BR</td>
<td>2.00</td>
<td>1.65</td>
</tr>
</tbody>
</table>
Specifying parking requirements by bedroom count rather than using a flat-rate per dwelling unit is more administratively complex, but is likely to more accurately reflect vehicle ownership rates. Renters or owners who live in a studio or one-bedroom apartment are more likely to be individuals who can satisfy their daily commute and activities via public transit or shared mobility services. Renters or owners of a two or three-bedroom unit, on the other hand, are more likely to be families or larger households who may not be able to complete all of their trips without owning or sharing a vehicle. The bedroom-based approach may also have the collateral benefit of making smaller units more affordable, thereby helping satisfy another city goal.

- As an alternative to implementing parking requirements per bedroom, for simplicity the City could eliminate the reference to unit size in the Zoning Ordinance and require 1.0 space per unit for residential developments, regardless of unit size. While the average number of vehicles owned per unit was recorded at 1.11, actual demand surveys show a peak of 0.94 vehicles per unit. Furthermore, the proposed requirement of 1.0 will encourage even lower vehicle ownership, and continue to allow for a more walkable, transit-oriented environment. It should also be noted that the City is already allowing for a 1.0 space per unit supply through recently approved Planned Developments. Allow developers to propose further reductions on a case by case basis. These reductions must be supported by parking studies and market research, as well as Transportation Demand Management (TDM) strategies/programs that the developer must demonstrate will reduce automobile ownership. These can include providing car-share vehicles, bike share stations, transit passes, or other incentives to reduce the need for vehicles and should be monitored through reports submitted on a regular basis (between one and five years). It is recommended that the character and standards of these TDM strategies be guided by the TDM zoning ordinance in Cambridge Massachusetts.

- Require a multi-modal transportation study for all planned developments within a TOD. This study can include, but is not limited to examining the transit, bus, driving, parking, ridesharing, carsharing, pedestrian, and bicycle network.

- Require all developments that are granted a variance or development allowance to provide vehicle ownership data to the City on an annual basis, up to five years after the occupancy permit is issued, to ensure the parking demand does not exceed the supply or negatively impact the adjacent streets.

- For planned developments over 100 units that request a parking reduction, a transportation demand management plan must be provided that establishes mode split goals that align with the City’s goals and how they will be achieved. This should be included with the traditional traffic and parking study that new developments are required to complete.

- Encourage shared parking approaches to further reduce residential requirements in mixed-use developments if parking will in fact be shared.

- Consider establishing and implementing an impact fee, escrow payments, or fee-in-lieu of parking policy for incoming development reviews and proposed construction projects. This should begin with a pilot area in order to measure the impacts created from reducing the parking requirement, followed by a period of analysis to decipher best practices for implementation.

- In addition to the changes to the parking requirements, the City should conduct a comprehensive parking study of off-street facilities, both public and private, to determine future parking needs within key TODs and availability of supply to accommodate.
Appendix

Cities used to compare parking and review parking requirements shown in Table 4 in the report include:

- Chicago, IL
- Palo Alto, CA
- Cambridge, MA
- Boulder, CO
- Pasadena, CA
- Berkeley, CA
- Minneapolis, MN
- Portland, OR
- Arlington, VA

Chicago, IL
Population: 2.7 million
Overview: Evanston’s neighbor to the south.
Transit: The Chicago Transit Authority operates the nation’s second largest public transportation system with eight rapid train routes including the three that service Evanston. Metra operates 11 commuter rail lines through Chicago, including the Union Pacific North that serves Evanston.
Parking Regulation: In September 2015, the City approved a TOD ordinance that allows a 100% reduction of parking requirements in B (Business districts intended to accommodate retail, service and commercial uses), C (Commercial districts intended to accommodate retail, service and commercial uses), and D (Downtown) districts if there are enough other transportation options provided in the area. TOD is defined as an area within ¼-mile of a CTA or Metra rail station and within ½-mile of a CTA or Metra rail station and on Pedestrian or Pedestrian Retail Street.

Palo Alto, CA
Population: 67,000
Overview: A higher income community in Northern California, home to Stanford University and many tech businesses.
Transit: Train service is available via Caltrain commuter rail with two regular stops and one special event stop at Stanford.
Parking Regulation: Their zoning ordinance allows for a reduction of 20% of the total spaces required by ordinance for residential uses located within a designated Pedestrian/Transit Oriented area or in close proximity to other “public transportation facilities serving a significant portion of residents, when such reduction will be commensurate with the reduced parking demand created by the housing facility.” If the development has a Transportation Demand Management (TDM) plan, additional parking reductions can be applied to land uses based on type of land use and TDM, but maximum parking reduction is 30% for market rate housing, 40% for affordable housing and 50% for housing for the elderly.
**Cambridge, MA**

**Population:** 110,000  
**Overview:** A city with many neighborhood centers that borders Boston and is home to a number of universities including Harvard University and the Massachusetts Institute of Technology.  
**Transit:** One rapid transit line with five stations extends through Cambridge, as well as a connection to an additional rapid transit line and commuter rail service to Boston.  
**Parking Regulations:** Cambridge zoning regulations do not offer any specific discounts for proximity to transit, though it permits developments to reduce the amount of parking based on proximity to transit through a parking study determining demand. Implementation of a TDM plan is required as part of the approval process.

**Boulder, CO**

**Population:** 105,000  
**Overview:** A city often top ranked for well-being and quality of life and home to the main campus of University of Colorado.  
**Transit:** Boulder has an extensive bus system that services nearby cities and the Denver airport.  
**Regulation:** Boulder has no parking minimums for land uses MU-4 (Mixed Use 4) and RH-7 (Residential – High 7), which are both intended as high density residential uses close to transit with a pedestrian oriented pattern. A parking maximum is instead in place for 1.0 space per dwelling unit. City code also has special trip generation requirements for these land uses.

**Pasadena, CA**

**Population:** 140,000  
**Overview:** A city in Los Angeles County, home to many scientific and cultural institutions including Caltech, and has been recently at the forefront of the parking discussion.  
**Transit:** Rapid transit in Pasadena is provided via six stations along the LA Metro Gold Line, which originates in LA and extends several communities beyond Pasadena.  
**Parking Regulation:** Pasadena has parking requirements for developments within ¼-mile of a rapid transit station or within their Central Transit-Oriented Area. Requirements are minimum of 1.0 space and maximum of 1.25 space for units less than 650 sf and minimum of 1.5 spaces and maximum of 1.75 spaces per unit over 650 sf. Parking requirements may be further reduced with a parking demand study. On-street permits are not allowed for people that live in these developments.

**Berkeley, CA**

**Population:** 120,000  
**Overview:** A city in the San Francisco Bay Area with many distinct neighborhoods, the densest of which surrounds the University of California Berkeley.  
**Transit:** Berkeley is served by three rapid transit stations with connecting service throughout the Bay Area, and one regular stop on Amtrak commuter rail service between Auburn and San Jose.  
**Parking Regulation:** City parking regulations do not specifically contain requirements related to proximity to transit. New residential development within a designated area (Car-Free Overlay) south of the UC Berkeley campus are not required to provide any off-street parking, and existing parking within this area may be reduced subject to approval of a Use Permit. Occupants of residential properties within this car-free overlay may not receive residential parking permits. The Zoning Officer or Board may approve parking waivers or modifications for other residential development in the R-S (Residential Southside) zone based on a determination that additional or new on-site parking would be detrimental.
Minneapolis, MN

**Population:** 407,000

**Overview:** Minneapolis, along with its Twin City Saint Paul, makes up the second-largest economic center in the Midwest, behind Chicago.

**Transit:** Minneapolis has two light rail lines, one commuter rail line and over 100 bus routes that carry over 85 percent of the system's daily passengers.

**Parking Regulation:** Minneapolis distinguishes between high and moderate frequency transit service: moderate frequency is defined as 15-30 minute midday service, while high frequency is defined as midday service every 15 minutes or less. The City has ordinance that allows for the elimination of off-street parking requirements for multi-family residential buildings located within 350 feet of a high-frequency bus route or rail station. Depending on the size of the building, a 50 to 100 percent reduction is allowed within a TOD area ¼-mile around a high frequency bus route or ½ mile from a rail station. The City has ordinance that allows for a 10 percent reduction of off-street parking requirements for multi-family residential buildings located within 350 feet of a moderate-frequency bus route or rail station.

Portland, OR

**Population:** 620,000

**Overview:** Portland is known to be one of the most environmentally conscious cities in the country with high walkability, bicycle connections and well-planned transit-oriented development.

**Transit:** Portland’s transit system is extensive, consisting of five light rail lines, two streetcar lines, 80 bus routes and commuter rail.

**Parking Regulation:** The City of Portland sets parking maximums based on intensity of development and proximity to transit service. Areas where high intensity development is present/anticipated or areas well served by transit have lower maximums than areas with lower development density or where transit is less frequent. Specifically, the city planning and zoning code calls for the lowest maximums in areas that are within a ¼-mile walk from a frequently served bus stop or within a ½-mile walk from a frequently served rail station.

Arlington, VA

**Population:** 230,000

**Overview:** Arlington County is located within the Washington metropolitan area. It is headquarters to many departments and agencies of the federal government, as well as home to many national memorials.

**Transit:** Arlington is accessible to the nation's capital through a rapid transit system called Metrorail which is administered and operated by the Washington Metropolitan Area Transit Authority (WMATA). Additionally, the Arlington Transit system operates within Arlington County, supplementing Metrobus with cross-County routes and neighborhood connections to Metrorail.

**Parking Regulation:** Washington Governing regulations do not specifically contain residential parking reductions for proximity to transit (Metro) stations. Reductions and exemptions are provided for parking requirements related to a variety of commercial uses.
Map 1: Evanston Transit Stations & TOD Areas
Map 2: Evanston Population By Census Tract

Source: ACS 2014
Map 3: Evanston Zoning

[Map of Evanston Zoning with various zones marked]
MEETING MINUTES
PLAN COMMISSION
Wednesday, July 12, 2017
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Jim Ford (Chair), Simon Belisle, Terri Dubin, Carol Goddard, Peter Isaac, Andrew Pigozzi, Jolene Saul

Members Absent: Patrick Brown, Colby Lewis

Associate Members Present: none

Associate Members Absent: Scott Peters

Staff Present: Meagan Jones, Neighborhood and Land Use Planner
Scott Mangum, Planning and Zoning Administrator

Presiding Member: Jim Ford, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Ford called the meeting to order at 7:00 P.M.

2. APPROVAL OF MEETING MINUTES: May 10, 2017

Commissioner Belisle made a motion to approve the minutes from May 10, 2017. Commissioner Goddard seconded the motion.

A voice vote was taken and the minutes were approved, 6-0, with one Commissioner not yet present.

3. NEW BUSINESS

Chair Ford proposed that the order of agenda items be changed to accommodate the consultants present for the Transit Oriented Development (TOD) Parking Requirements. The Commission agreed.

A. TEXT AMENDMENT

Transit Oriented Development (TOD) Parking Requirements
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning,
to update Chapter 16 – Off-Street Parking and Loading, to establish parking requirements in TOD areas.

Ms. Jones provided a brief presentation on the TOD parking study, giving a history of the process beginning with the receipt of a grant through the RTA in 2015 and the consultant team which consisted of Sam Schwartz Engineering, Duncan Associates, and Center for Neighborhood Technologies. The Study did an analysis of current parking regulations, data from City parking garages, parking rates for recent developments, and a peer city comparison. The findings showed that the current parking requirements are well suited for developments further away from transit oriented development areas but lead to underutilized parking within the TOD areas.

The Study provided major recommendations which included what would be a text amendment to reduce the amount of required parking for residential developments that are located within TOD areas (either .55 parking spaces per bedroom or 1 space per dwelling unit). Additional recommendations included requiring developments to provide supplementary parking demand studies, vehicle ownership data, and possibly implementing an impact fee or fee-in-lieu of parking spaces for incoming developments among other items.

Ms. Jones then stated that the original study was presented to the Parking & Transportation Committee in August of 2016 during which the Committee provided feedback and concerns. The revised study takes those comments into consideration. She then clarified that staff is first seeking feedback on the proposed text amendment then also on the TOD Parking Study itself.

Chair Ford opened the hearing to Commissioner questions and comments. Questions and comments included:

- Clarification on requiring developments over 100 units to provide a Transit Demand Management Plan. Ms. Kelly Conolly, Sam Schwartz Engineering, provided more detail on what the plan would likely include. Ms. Jones added that this would make the items within the plan a requirement instead of a suggestion(5,6),(996,990) from staff.
- How to show that the items within the TDM plan are actually implemented. Mr. Mangum clarified that for larger developments, requirements could be added into the approved ordinance.
- Clarification on how the reduced parking utilization rates arise, by low vehicle ownership versus occupancy rates within that building. The numbers could be a combination of the two items. City-wide vehicle occupancy is based on census tract information.
- Would the reduced number of car share companies would have any effects on the requirements. Staff did not anticipate this would have any effect.
Plan Commission Minutes 7/12/17

- Request for information regarding whether or not recently approved developments would have complied with the proposed parking reduction. It was shown that most developments would still have needed a development allowance for reduced parking.
- Suggestion that the argument for the text amendment include the fact that current parking is underutilized and the number of required parking spaces for recently approved developments have been below current requirements. This would show that the text amendment would change the code to match current utilization and trends.
- Discussion about how other developer requests might be altered with a reduced parking requirement (taller buildings, denser development, etc.).
- Reminding Commissioners that recent planned developments have included a provision which prohibited that development’s residents from obtaining on street parking permits.
- Editing the TDM requirement for developments over 100 units to be for planned developments over 100 units.
- Discussion on the necessity of the fee-in-lieu recommendation of the Study. Some concern was expressed that having that option would lead to “buying out” of the parking requirements.
- If consideration of changes to retail demand was a part of the study and if that could be considered in the future. The Study only address residential parking but a longer term parking study could address retail/commercial parking demand.
- Discussion on why .55 parking spaces per bedroom would be chosen versus 1 parking space per unit and the pros and cons of each option.

Chair Ford asked if members of the public present had any comment. One member spoke asking for clarification on where the text amendment would apply. Ms. Jones responded that the proposed amendment applies only to TOD areas, which are considered to be 1/8 of a mile to ¼ of a mile away from transit stations, and would not go into lower density areas away from transit. Existing parking requirements would apply outside of TOD areas.

The Commissioners then discussed clarification on what would be approved by text amendment (number of required parking spaces) versus what would be done administratively (recommendations made within the parking study).

**Commissioner Isaac moved to recommend approval of the text amendment to reduce required residential parking in TOD areas to .55 per bedroom. The motion was seconded by Commissioner Pigozzi. A roll call vote was taken and the motion was approved unanimously 7-0.**
Ayes: Commissioners Belisle, Dubin, Goddard, Isaac, Pigozzi, Saul and Chairman Ford.

Nays: none

Commissioner Saul then moved to remove the point referring to creating a fee-in-lieu of parking from the Commission’s recommendation. Commissioner Dubin seconded the motion. A roll call vote was taken and the motion was approved 5-2.

Ayes: Commissioners Belisle, Dubin, Goddard, Pigozzi, and Chairman Ford.

Nays: Commissioners Isaac and Saul

B. TEXT AMENDMENT 17PLND-0030
Determination of the Front Yard
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning to codify staff authority to determine the front lot line of a corner lot.

Ms. Jones provided a brief overview of the revised proposed text amendment, explaining that the original proposed language was thought to be too broad and did not provide enough guidelines for how the front lot line would be determined. Staff conducted additional research of similar communities and through the American Planning Association, in addition to consulting with the City’s Legal Department to create more detailed standards to guide the determination of the front lot line. The standards included location of existing structures on the property, proportions of the lot line dimensions, pattern of existing development within the neighborhood and the property owner’s expressed desire.

Chair Ford opened the hearing to Commissioner questions and comments. Questions and comments included:

- Clarification on what the definition of the front lot line would be versus where guidelines in determining the location in certain cases (such as corner lots) would be located within the Zoning Code.
- Possibility of including illustrations within the code to help show how various regulations would apply for a parcel.
- Clarification on what properties this text amendment would apply to. Staff stated that the amendment would apply to all corner lot properties and, in cases where the lot is already improved, give considerations to existing structures on the lot if applicable.
- Providing certainty in determining the front lot line on vacant lots. Staff stated that the text amendment is an attempt to provide guidance to property owners and
developers prior to development of a lot. A zoning analysis of proposed plans would provide certainty. If there either is no discussion prior to plans being submitted or the owner is adamant about a particular site layout, there is a variance process that the owner can pursue (which may or may not be approved).

Commissioner Goddard made a motion to recommend approval of the text amendment. The motion was seconded by Commissioner Belisle. A roll call vote was taken and the motion was approved, 5-2.

4. PUBLIC COMMENT

Ms. Jones provided updates on the status of the proposed planned development at 1454-1508 Sherman stating that the project would be before the Commission in either August or September.

5. ADJOURNMENT

Commissioner Dubin made a motion to adjourn the meeting. Commissioner Saul seconded the motion.

A voice vote was taken and the motion was approved by voice call 7-0. The meeting was adjourned at 8:45 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
Memorandum

To: Honorable Mayor and Members of the City Council
   Planning and Development Committee

From: Johanna Leonard, Community Development Director
      Scott Mangum, Planning and Zoning Administrator
      Meagan Jones, Neighborhood and Land Use Planner

Subject: Ordinance 44-O-17
   Establishment of Responsibility for Mailed Noticing Requirements for
   Planning and Zoning Cases
17PLND-0031

Date: July 31, 2017

Recommended Action:
The Plan Commission and staff recommend adoption of Ordinance 44-O-17, approving
the Zoning Ordinance Text Amendment to amend the Zoning Ordinance to establish
applicant’s responsibility for mailed noticing requirements for planning and zoning cases
requiring a 250 foot radius. The proposal allows the City to contract the mailing of
notices for planning and zoning cases to a third party service and makes the applicant
responsible for cost of the mailing service. This Ordinance was introduced at the August
14, 2017 City Council meeting.

Livability Benefits
Climate and Energy: Reduce Material Waste

Background
In July of 2016 City Council approved Ordinance 49-O-16 (attached) which established
applicants’ responsibility for mailed noticing requirements of planning and zoning cases.
This covered cases requiring a mailing radius of 500 feet and 1000 feet. Cases with a
required mailing radius of 250 feet were excluded and mailed notices for these cases
have remained City staff responsibility.

Planning and Zoning applications are required by ordinance to utilize a number of
methods to inform neighboring property owners of pending cases. These include
newspaper and City website posting of the case, posting a sign at the location, email
notification of hearing agendas and mailed notices. Distance requirements vary by
application type, with mailed notices being sent to property owners within radii distances
of 250 feet, 500 feet, and 1,000 feet. The ordinance also stipulates that a failure of delivery of the mailed notices will not automatically invalidate a public hearing or application due to the additional forms of notice provided.

The current procedure for mailed noticing of cases with a 250 foot mailing radius involves several steps. Staff generates a list of taxpayers to be noticed using information from the City’s Geographic Information System (GIS) software. Staff then prepares a letter/notice to be mailed to each taxpayer of property located within the 250 foot radius, which typically ranges from approximately 25 to 50 letters/notices. Those letters/notices are then printed, folded and placed in envelopes which are then sent to the City Clerk’s Office for postage placement and mailing. There are approximately 60 of these cases per year, each require two mailings (one for notification that an application has been received; the second, to provide notification of a decision regarding that case).

The mailing process for cases currently using the third party system (attached) consumes less staff resources. This process still requires that the City generate the mailing list and provide it, along with project and applicant information, to the vendor. At that point in the process, the vendor prepares a proof of the postcard for staff review and, once approved, prepares the postcards for mailing. After the postcards are sent to the post office to be mailed out, the vendor mails and emails an invoice to the project applicant, copying the City. The applicant then pays the vendor and a receipt is sent to both the applicant and the City.

After doing initial research on third party mailing services, the City released a request for qualifications seeking vendors to assist in creating and mailing notification postcards to property owners on an ongoing basis. Three vendors responded including The Blueprint Shoppe, Inc. which was awarded the contract to provide notices at a cost not to exceed $0.70 per notice. The contract with The Blueprint Shoppe was entered into on December 19, 2016. As of July 28, 2017, the third party mailing process has been used for 19 planning and zoning cases without any known complications.

Proposal Overview
Staff is proposing to amend the zoning ordinance to allow the City to contract the mailing of notices for planning and zoning cases requiring a notification radius of 250 ft. to a third party mailing service and making the applicant responsible for cost of the mailing service. Specifically the following changes will be made to the Zoning Ordinance:

Subsections 6-3-8-6(A) and 6-3-8-6(C) regarding minor variations and fence variations:

(A) Notice and Opportunity to Comment: Upon receipt of a completed application for a minor variation or a fence variation, the Zoning Administrator shall cause a written notice of the application to be delivered through use of a third party service, by first class mail to all owners of property located within a two hundred fifty (250) foot radius of the subject property, inclusive of public streets, alleys and other public ways whose addresses appear
on the current tax assessment list as provided by the City. The applicant must pay any and all fees and postage associated with mailing such notice pursuant to this Section. The City reserves the right to provide the aforementioned notice by first class mail where the Zoning Administrator finds it necessary. The notice shall indicate that the application shall be available for review and submittal of written comments thereon ten (10) working days prior to the Zoning Administrator's determination.

(C) Notification of Decision: The Zoning Administrator shall send his decision within ten (10) working days to the applicant and all other persons previously notified pursuant to Subsection (A) of this Section.

Subsection 6-3-8-7(A) regarding family necessity variations:

(A) Notice and Opportunity to Comment: Upon receipt of a completed application for a family necessity variation, the Zoning Administrator shall cause a written notice of the application to be delivered to all owners of property located within a two hundred fifty (250) foot radius of the subject property, inclusive of public roads, streets, alleys and other public ways whose addresses appear on the current tax assessment list as provided by the City. The applicant must pay any and all fees and postage associated with mailing such notice pursuant to this Section. The City reserves the right to provide the aforementioned notice by first class mail where the Zoning Administrator finds it necessary. In addition, a sign shall be posted on the property subject to the application and shall remain on the property for a minimum of ten (10) working days prior to the recommendation of the Zoning Administrator. The notice shall indicate that the application shall be available for review and submittal of written comments thereon ten (10) working days prior to the Zoning Administrator's recommendation.

Additionally, in order to clarify that staff will retain the ability to provide mailings should the need arise, staff is proposing to amend sections 6-3-4-6(C), 6-3-5-7(C), 6-3-5-16(C), 6-3-6-8(C), 6-3-7-5(D), and 6-3-8-10(B) (all previously amended through ordinance 49-O-16). More specifically the sections will have the following language:

The City reserves the right to provide the aforementioned notice by first class mail where the Zoning Administrator finds it necessary.

The existing planning and zoning fees paid to the City would remain unchanged. There was some concern expressed by members of the Plan Commission regarding the impact of mailing costs from the third party vendor on applicants for certain cases such as the family necessity variations. It was requested that a provision be made recognizing financial hardship. Staff has looked into standard language which could apply to these cases as needed and mimics some existing programs established in the City which assist residents with financial hardship. The proposed language addressing
this concern would be included in Appendix D which lists submission requirements for planning and zoning cases. More specifically, in Section D.6-1 under Written Information for variation applications, the following language is proposed to be added:

(f) Any request for a mailed noticing fee waiver where the City would cover the mailing costs (in the event of demonstrable financial hardship in the form of documentation showing current enrollment in a City of Evanston aid based program or State/Federal cash or food assistance program).

The proposal would provide for consistency in the mailing process and increase efficiency while still enabling staff to have some control of how the mailings are sent when needed. It is also consistent with the goals, objectives, and policies of the Comprehensive General Plan through its promotion of increased efficiency related to application processing and review.

Legislative History
March 10, 2017 – The Plan Commission unanimously recommended approval of the proposed text amendment with the additional request that staff look into the ability to provide fee waivers for projects needing additional assistance.

Attachments
Proposed Ordinance 44-O-17
Current Third Party Mailed Noticing Process
Link to Plan Commission Packet for 05/10/2017
Approved Plan Commission Minutes for the 05/10/2017 Meeting
AN ORDINANCE

Amending Various Sections of Title 6 of the City of Evanston Code to Modify Notice Requirements for Zoning Applications and Hearings

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

SECTION 1: That Subsection 6-3-8-6(A) of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(A) Notice and Opportunity to Comment: Upon receipt of a completed application for a minor variation or a fence variation, the Zoning Administrator shall cause a written notice of the application to be delivered. The City will provide notice, through use of a third party service, by first class mail to all owners of property located within a two hundred fifty (250) foot radius of the subject property, inclusive of public streets, alleys and other public ways whose addresses appear on the current tax assessment list as provided by the City. The applicant must pay any and all fees and postage associated with mailing such notice pursuant to this Section. The City reserves the right to provide the aforementioned notice by first class mail where the Zoning Administrator finds it necessary. The notice shall indicate that the application shall be available for review and submittal of written comments thereon ten (10) working days prior to the Zoning Administrator's determination.

SECTION 2: That Subsection 6-3-8-6(C) of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(C) Notification of Decision: The Zoning Administrator shall send the Zoning Administrator's decision within ten (10) working days to the applicant and all other persons previously notified pursuant to Subsection (A) of this Section.

SECTION 3: That Subsection 6-3-8-7(A) of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:
Notice and Opportunity to Comment: Upon receipt of a completed application for a family necessity variation, the Zoning Administrator shall cause a written notice of the application to be delivered. The City will provide notice, through use of a third party service, by first class mail to all owners of property located within a two hundred fifty (250) foot radius of the subject property, inclusive of public roads, streets, alleys and other public ways whose addresses appear on the current tax assessment list as provided by the City. The applicant must pay any and all fees and postage associated with mailing such notice pursuant to this Section. The City reserves the right to provide the aforementioned notice by first class mail where the Zoning Administrator finds it necessary. In addition, a sign shall be posted on the property subject to the application and shall remain on the property for a minimum of ten (10) working days prior to the recommendation of the Zoning Administrator. The notice shall indicate that the application shall be available for review and submittal of written comments thereon ten (10) working days prior to the Zoning Administrator’s recommendation.

SECTION 4: That Subsection 6-3-4-6(C) of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(C) Mailed Notices Required for Redistricting or Rezoning: The City will provide notice, through the use of a third party service, by first class mail to all owners of property within a five-hundred-foot radius of the property lines of the subject property, inclusive of public roads, streets, alleys and other public ways from the area proposed to be rezoned or redistricted whose addresses appear on the current tax assessment list as provided by the City. The applicant must pay any and all fees and postage associated with mailing such notice pursuant to this Section. The City reserves the right to provide the aforementioned notice by first class mail where the Zoning Administrator finds it necessary. The failure of delivery of such notice, however, shall not invalidate any such amendment. In addition, a sign must be posted on the property for a minimum of ten (10) working days prior to the public hearing indicating the place, time and date of the hearing. Such notice is sufficient notice for the initial hearing, as well as any continuances of the same hearing, if any.

SECTION 5: That Subsection 6-3-5-7(C) of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(C) Mailed Notices Required: The City will provide notice, through the use of a third party service, by first class mail to all owners of property within a five-hundred-foot radius of the property lines of the subject property, inclusive of public roads, streets, alleys and other public ways whose addresses appear on the current tax assessment list as provided by the City. The applicant must pay any and all fees and postage associated with mailing such notice pursuant to this Section. The City reserves the right to provide the aforementioned notice by first class mail
where the Zoning Administrator finds it necessary. The failure of delivery of such notice, however, does not invalidate any such amendment. Such notice is sufficient notice for the initial hearing. Subsequent notices are not required for continuances of a hearing, if any.

SECTION 6: That Subsection 6-3-5-16(C) of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(C) Mailed Notices Required: The City will provide notice, through the use of a third party service, by first class mail to all owners of property within a five-hundred-foot radius of the property lines of the subject property, inclusive of public roads, streets, alleys and other public ways whose addresses appear on the current tax assessment list as provided by the City. The applicant must pay any and all fees and postage associated with mailing such notice pursuant to this Section. The City reserves the right to provide the aforementioned notice by first class mail where the Zoning Administrator finds it necessary.

SECTION 7: That Subsection 6-3-6-8(C) of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(C) Mailed Notices Required: The City will provide notice, through the use of a third party service, by first class mail to all owners of property within a one-thousand-foot radius of the property lines of the subject property, inclusive of public roads, streets, alleys and other public ways from the subject property whose addresses appear on the current tax assessment list as provided by the City. The applicant must pay any and all fees and postage associated with mailing such notice pursuant to this Section. The City reserves the right to provide the aforementioned notice by first class mail where the Zoning Administrator finds it necessary. The failure of delivery of such notice, however, does not invalidate any such hearing. Such notice is sufficient notice for the initial hearing. Subsequent notices are not required for continuances of a hearing, if any.

SECTION 8: That Subsection 6-3-6-12(C) of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(C) Major Adjustments: Major Adjustments: Any adjustment to the approved development plan not authorized by Subsection (B) of this Section, is considered to be a major adjustment. The City will provide notice, through the use of a third party service, by first class mail to all owners of property within a one thousand foot radius of the property lines of the planned development, inclusive of public roads, streets, alleys and other public ways from the planned development site whose addresses appear on the current tax assessment list. The applicant must pay any and all fees and postage associated with mailing such notice pursuant to
this Section. The City reserves the right to provide the aforementioned notice by first class mail where the Zoning Administrator finds it necessary. Upon providing such notice, the Plan Commission may approve an application for a major adjustment to the development plan not requiring a plan as approved, then the commission shall review the request in accordance with the procedures set forth in Section 6-3-6-8 of this Chapter.

SECTION 9: That Subsection 6-3-7-5(D) of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(D) Mailed Notices Required: Notice shall also be given by the applicant. The City will provide notice, through the use of a third party service, by first class mail to all property owners within one thousand (1,000) feet of the property lines in each direction of the subject property, inclusive of public roads, streets, alleys and other public ways from the subject site whose addresses appear on the current tax assessment list as provided by the City. The applicant must submit to the City an affidavit certifying that the applicant has complied with this Subsection. The applicant must pay any and all fees and postage associated with mailing such notice pursuant to this Section. The City reserves the right to provide the aforementioned notice by first class mail where the Zoning Administrator finds it necessary. The failure of delivery of such notice, however, shall not invalidate any such hearing. In addition, a sign shall be posted on the property for a minimum of ten (10) working days prior to the public hearing indicating the place, time and date of the hearing. Such notice shall be sufficient notice for the initial hearing. Subsequent notices are not required for continuances of a hearing, if any.

SECTION 10: That Subsection 6-3-8-10(B) of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(B) Mailed Notices Required: Notice shall also be given by the applicant. The City will provide, through the use of a third party service, by first class mail to all property owners within a five-hundred-foot radius of the property lines of the subject property, inclusive of public roads, streets, alleys and other public ways from the subject site whose addresses appear on the current tax assessment list as provided by the City. The applicant must submit to the City an affidavit certifying that the applicant has complied with this Subsection. The applicant must pay any and all fees and postage associated with mailing such notice pursuant to this Section. The City reserves the right to provide the aforementioned notice by first class mail where the Zoning Administrator finds it necessary. The failure of delivery of such notice, however, shall not invalidate any such hearing. In addition, a sign shall be posted on the property for a minimum of ten (10) working days prior to the public hearing indicating the place, time and date of the hearing. Such notice shall be sufficient notice for the initial hearing.
hearing. Subsequent notices are not required for continuances of a hearing, if any.

SECTION 11: That Appendix D.6-1 within Title 6 of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

D.6 SUBMISSION REQUIREMENTS FOR VARIATION APPLICATIONS:

D.6-1 Written Information: Variation applications shall contain the following written information:

(a) The property owner's name and address and the owner's signed consent to the filing of the application;

(b) The applicant's name and address, if different than the owner, and his interest in the subject property;

(c) The names and addresses of all professional consultants, if any, advising the applicant with respect to the application;

(d) The names and addresses of all owners of: 1) property within a two hundred fifty foot (250') radius from the subject property inclusive of public ways for minor variations; and 2) for major variations, owners within a five hundred foot (500') radius of the subject property inclusive of public ways as shown in the tax assessment records; and

(e) The address and legal description of the subject property; and

(f) Any request for a mailed noticing fee waiver where the City would cover the mailing costs (in the event of demonstrable financial hardship in the form of documentation showing current enrollment in a City of Evanston aid based program or State/Federal cash or food assistance program).

SECTION 12: 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 Statutes and the courts of the State of Illinois.

SECTION 13: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 14: This ordinance shall be in full force and effect from and
after its passage, approval and publication in the manner provided by law.

**SECTION 15:** 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
Mailed Noticing Process

Applicant Submits Application

↓

Staff Determines Application Completion (will alert applicant of process, meeting dates, any additional fees)

↓

Staff Prepares Mailing List and Project Information for Postcard

↓

Mailing List, Project Information and Applicant Contact Information Sent to Vendor

↓

Vendor Prepares Proof of Postcard – Staff Approves Proof

↓

Vendor Prepares Postcards for Mailing (always mail one copy to City staff)

↓

Postcards Sent to Post Office for Mailing within 5 days of receipt of information from Staff

↓

Invoice Mailed and Emailed to Applicant (City Copied)

↓

Applicant Pays Vendor*

↓

Receipt of Payment Sent to Applicant (City Copied)

*Should applicant not pay fees for mailings, staff reserves the right to hold the issuance of permits or delay the hearing for the applicant's project.
MEETING MINUTES
PLAN COMMISSION
Wednesday, May 10, 2017
7:00 P.M.

Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Jim Ford (Chair), Simon Belisle, Carol Goddard, Andrew Pigozzi, Jolene Saul

Members Absent: Patrick Brown, Terri Dubin, Peter Isaac, Colby Lewis,

Associate Members Present: none

Associate Members Absent: Scott Peters

Staff Present: Meagan Jones, Neighborhood and Land Use Planner
Scott Mangum, Planning and Zoning Administrator

Presiding Member: Jim Ford, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Ford called the meeting to order at 7:15 P.M.

2. APPROVAL OF MEETING MINUTES: March 22, 2017

Commissioner Pigozzi made a motion to approve the minutes from March 22, 2017. Commissioner Saul seconded the motion.

A voice vote was taken and the minutes were approved, 3-0 with two Commissioners abstaining.

3. NEW BUSINESS

A. TEXT AMENDMENT 17PLND-0015
Generators
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to establish regulations for allowed location of generators.

Ms. Jones provided a brief presentation on the additional research performed by staff and updates made to the proposed text amendment. The changes made to the proposal included separating generator regulations into their own subsection, adding a required testing window for stand-by generators and providing for additional
Chair Ford opened the hearing to Commissioner questions and comments. Questions and comments included:

- Clarification that the use of generators is an accessory use to a primary structure on a property and that no size limitation is included.
- Landscaping requirements given the amount of heat given off by generators. Ms. Jones stated that in some cases staff can require additional screening or a change in screening, specifically for larger projects.
- Standards a Zoning Administrator may use for requiring additional setback requirements and why additional consideration for portable generators. Mr. Mangum stated that portable generators have a bit more flexibility in where they can be moved and can be louder than permanently installed generators.
- Concerns over the testing window and if the window could be expanded.

Chair Ford opened the hearing to questions and comments from the public. One member of the public spoke who brought up concerns regarding the short testing period proposed, state and federal regulations that supersede local regulations (NFPA and others), and specifics for the various uses for the generators.

Additional discussion amongst the Commission centered on the time period allowed for stand-by generator testing and what possible additional parameters, if any, were needed for determining the location of the generators.

Commissioner Pigozzi moved to recommend approval of the item with the provision of expanded testing hours of 10:00 AM to 3:00 P.M. The motion was seconded by Commissioner Goddard. A roll call vote was taken and the motion was approved unanimously 5-0.

**B. TEXT AMENDMENT**  
**17PLND-0031**  
**Public Notice Requirements**  
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to establish responsibility for mailed noticing requirements for Planning and Zoning cases.

Ms. Jones provided a brief overview of the proposed text amendment, explaining that this is an amendment that staff is revisiting. The original ordinance that was approved provided for the use of a third party mailing service to mail required notices for planning and zoning cases. The approved ordinance only included cases requiring a 500 ft. or 1,000 ft. mailing radius. The proposed amendment would amend the zoning ordinance to include cases requiring a 250 ft. mailing radius and adds a provision that would allow staff to send mailed notices for planning and zoning cases if needed.

Chair Ford opened the hearing to Commissioner questions and comments. Questions
and comments included:

- Examples of when staff would need to handle the mailings themselves.
- How use of the third party system has been received. Ms. Jones stated that the Blueprint Shoppe was the vendor awarded the mailed noticing contract and that at the time of the meeting, there have been approximately 8 cases that that have used that vendor’s services.
- Approximate costs for sending the mailings out. Ms. Jones provided an example and stated that additional cost comes from these minor, fence, and family necessity variation cases requiring two mailings, one for notice of receipt of an application and a second providing notification of staff decision of that case.
- Concern over shifting cost to an applicant who may not be able to handle the additional cost, especially in the case of family necessity variations.
- Necessity of a 250 ft. radius for minor variations.

There was additional discussion on how to provide some acknowledgment of possible financial hardship, be it within the zoning ordinance or variation application. Commissioner Saul expressed the need to have uniform standards for determining the hardship.

Commissioner Pigozzi made a motion to recommend approval of the text amendment with an added provision recognizing financial hardship. The motion was seconded by Commissioner Saul. A roll call vote was taken and the motion was approved unanimously 5-0.

C. TEXT AMENDMENT 17PLND-0030
Determination of Front Yard
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to establish regulations to establish staff authority to determine the front yard of a parcel.

Ms. Jones provided a brief overview of the proposed text amendment, explaining that the amendment came from an aldermanic request. Currently, per Ordinance, the front lot line and front yard of a parcel is determined by the owner of the property. This can, from time to time, cause issues on corner lots where setbacks can have greater effects on neighboring properties. The proposed amendment would establish the Zoning Administrator’s authority to determine the front lot line and front yard, giving consideration to any existing improvements on the lot as well as proportions of the lot line dimensions and pattern of existing development within the neighborhood.

The Commission discussed the following:
- The general intent of the amendment and
- Grandfathering in of existing properties, giving consideration to the history of a property and previous zoning interpretations by staff.
- If the stated considerations of existing improvements, proportions of lot line
dimensions and pattern of existing neighborhood development are defensible and sufficient for constraining the Zoning Administrator’s discretion.

The Commissioners further discussed concerns about the amendment being too general and how to better define the considerations taken when determining the front lot line and front yard for a property. This included placement of existing entrances to primary structures, locations of existing accessory structures or mechanical equipment and historical information on past determinations for the property. Mr. Mangum asked for direction on how the Commission would prefer to see these considerations addressed within the ordinance be it a more specific list of standards or if there are additional factors to consider such as a record of Commission concerns.

Commissioner Saul made a motion to send the item back to staff for further clarification. Commissioner Pigozzi seconded the motion. The motion was approved by a voice vote 4-1.

4. DISCUSSION
   A. Regulations for Drone Use
      Discussion, per City Council referral, on the establishment of regulations for drone use within the City of Evanston.

Ms. Jones stated that Legal staff was drafting an ordinance to regulate the use of drones. Currently there are no zoning regulations related to drones and the proposed ordinance would not be governed by the zoning code. Ms. Jones clarified that the proposed ordinance is scheduled for the May 22, 2017 City Council agenda. The Commissioners agreed that the item does not appear to have land use implications and would not be under the purview of the Plan Commission.

5. PUBLIC COMMENT

Mayor Haggerty spoke, thanking the Commission for its work and thoughtful discussion on the items before them.

One resident spoke regarding the front yard determination and drone use. He asked if front yard determination affects the address of a property or vice versa. He also shared his opinion regarding the prevalence of drones.

5. ADJOURNMENT

Commissioner Goddard made a motion to adjourn the meeting. Commissioner Belisle seconded the motion.

A voice vote was taken and the motion was approved by voice call 5-0.
The meeting was adjourned at 8:32 pm.
Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Community Development Director
Scott Mangum, Planning and Zoning Administrator
Meagan Jones, Neighborhood and Land Use Planner

Subject: Ordinance 45-O-17
Establishment of Regulations to Codify Staff Authority to Determine Front Lot Line
17PLND-0030

Date: August 3, 2017

Recommended Action:
The Plan Commission and staff recommend adoption of Ordinance 45-O-17, approving the Zoning Ordinance Text Amendment to codify staff authority to determine the front lot line of a corner lot. This Ordinance was introduced at the August 14, 2017 City Council meeting.

Livability Benefits
Built Environment: Provide Compact and Complete Streets and Neighborhoods.

Background
Per Aldermanic request, staff was asked to look into revising the authority in place to determine the front lot lines, and subsequently the front yard, of parcels within the City. Currently the front lot line is considered, by definition, to be the street lot line. In the cases of corner lots or through lots with more than one street frontage, the front lot line is determined by the property owner. Section 6-4-1-9(A)4 explains in further detail how the front lot line is determined:

Determining of Front Lot Line for Vacant Through Lots, or Corner Lots: On a vacant through lot, or corner lot, any street lot line may be established as its front lot line; except that where two (2) or more through lots are contiguous, and a front lot line has been duly established on at least one (1) such lot, the same street lot line shall thereafter be deemed to be the front lot line of all such contiguous lots. On a through lot, a front yard shall be provided along both street lot lines.
Typically, in discussion with property owners, once staff explains the preference of choosing one lot line over another as the front (fewer variances needed, current location of accessory structures, etc.), the owner will move forward with staff’s recommendation. Though there are not many cases where the front lot line location becomes a larger issue, typically once or twice per year, for cases such as planned developments, this can create a significant impact on abutting properties.

Proposal Overview
Based on feedback from the Plan Commission and staff research, staff is proposing to amend the zoning ordinance to establish staff authority in determining the front lot line for parcels based on specific considerations. Specifically staff will amend the zoning ordinance as described below:

Section 6-18-3. – Definitions

| LOT LINE, FRONT: | A lot line that is a street lot line. Any street lot line of a corner lot may be established by the [Zoning Administrator](#) as the front lot line. |

Section 6-4-1-9. – Yards.

(A) General Yard Requirements: The following provisions set forth the requirements for required yards and for determining or interpreting unusual yard situations:

4. Determining of Front Lot Line for Vacant Through Lots, or Corner Lots: On a vacant through lot, or any corner lot, any street lot line may be established as its front lot line; except that where two (2) or more through lots are contiguous, and a front lot line has been duly established on at least one (1) such lot, the same street lot line shall thereafter be deemed to be the front lot line of all such contiguous lots. On a through lot, a front yard shall be provided along both street lot lines. The [Zoning Administrator](#) has the authority to determine the front lot line for a corner lot giving consideration including, but not limited to, the following:

a) If a building exists on the lot, previous determination of the front yard, conformance to existing required setbacks, existing principal building orientation, and location of building entrances;
b) Proportions of the lot line dimensions, with preference for the front lot line being the shorter lot line abutting a street;
c) Pattern of existing development within the neighborhood, specifically of adjacent lots; and
d) The property owner’s expressed desire.
Establishing staff’s authority to determine the front lot line of a parcel will assist in preventing buildings and other developments from having a negative impact on adjacent properties, especially in the case of larger buildings such as planned developments. It is also consistent with the goals, objectives, and policies of the Comprehensive General Plan to maintain the appealing character of Evanston’s neighborhoods and policy action of encouraging new developments to complement existing street and sidewalk patterns.

**Legislative History**
July 12, 2017 – The Plan Commission recommended approval of the proposed text amendment with a 5-2 vote.

May 10, 2017 – The Plan Commission began review of the text amendment, ultimately voting to return the text amendment to staff for additional research and more specific guidelines for reference within the proposed regulations.

**Attachments**
- Proposed Ordinance 45-O-17
- [Link to Plan Commission Packet for 07/12/2017](#)
- Draft Plan Commission Minutes for the 07/12/2017 Meeting
AN ORDINANCE

Amending Evanston City Code Section 6-4-1-9(A)(4) and 6-18-3, “Definitions,” Granting the Zoning Administrator Authority to Establish the Front Lot Line

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

SECTION 1: Subsection 6-4-1-9(A)(4) of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

4. Determining of Front Lot Line for Vacant Through Lots, or Corner Lots: On a vacant through lot, or corner lot, any street lot line may be established as its front lot line; except that where two (2) or more through lots are contiguous, and a front lot lien has been duly established on at least one (1) such lot, the same street lot line shall thereafter be deemed to be the front lot line of all such contiguous lots. On a through lot, a front yard shall be provided along both street lot lines. The Zoning Administrator has the authority to determine the front lot line for a corner lot giving consideration including, but not limited to, the following:

   a) If a building exists on the lot, previous determination of the front yard, conformance to existing required setbacks, existing principal building orientation, and location of building entrances;
   b) Proportions of the lot line dimensions, with preference for the front lot line being the shorter lot line abutting a street;
   c) Pattern of existing development within the neighborhood, specifically of adjacent lots; and
   d) The property owner’s expressed desire.

SECTION 2: The definition of “Front Lot Line” in Section 6-18-3, “Definitions,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

| LOT LINE, FRONT: | A lot line that is a street lot line. Any street lot line of a corner lot |
may be established by the owner, Zoning Administrator, as the front lot line.

SECTION 3: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Complied Statutes and the courts of the State of Illinois.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: 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 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:

_______________________________
W. Grant Farrar, Corporation Counsel
MEETING MINUTES
PLAN COMMISSION
Wednesday, July 12, 2017
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Jim Ford (Chair), Simon Belisle, Terri Dubin, Carol Goddard, Peter Isaac, Andrew Pigozzi, Jolene Saul

Members Absent: Patrick Brown, Colby Lewis

Associate Members Present: none

Associate Members Absent: Scott Peters

Staff Present: Meagan Jones, Neighborhood and Land Use Planner
Scott Mangum, Planning and Zoning Administrator

Presiding Member: Jim Ford, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM
Chairman Ford called the meeting to order at 7:00 P.M.

2. APPROVAL OF MEETING MINUTES: May 10, 2017
Commissioner Belisle made a motion to approve the minutes from May 10, 2017. Commissioner Goddard seconded the motion.

A voice vote was taken and the minutes were approved, 6-0, with one Commissioner not yet present.

3. NEW BUSINESS
Chair Ford proposed that the order of agenda items be changed to accommodate the consultants present for the Transit Oriented Development (TOD) Parking Requirements. The Commission agreed.

A. TEXT AMENDMENT 17PLND-0068
Transit Oriented Development (TOD) Parking Requirements
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning,
Ms. Jones provided a brief presentation on the TOD parking study, giving a history of the process beginning with the receipt of a grant through the RTA in 2015 and the consultant team which consisted of Sam Schwartz Engineering, Duncan Associates, and Center for Neighborhood Technologies. The Study did an analysis of current parking regulations, data from City parking garages, parking rates for recent developments, and a peer city comparison. The findings showed that the current parking requirements are well suited for developments further away from transit oriented development areas but lead to underutilized parking within the TOD areas.

The Study provided major recommendations which included what would be a text amendment to reduce the amount of required parking for residential developments that are located within TOD areas (either 0.55 parking spaces per bedroom or 1 space per dwelling unit). Additional recommendations included requiring developments to provide supplementary parking demand studies, vehicle ownership data, and possibly implementing an impact fee or fee-in-lieu of parking spaces for incoming developments among other items.

Ms. Jones then stated that the original study was presented to the Parking & Transportation Committee in August of 2016 during which the Committee provided feedback and concerns. The revised study takes those comments into consideration. She then clarified that staff is first seeking feedback on the proposed text amendment then also on the TOD Parking Study itself.

Chair Ford opened the hearing to Commissioner questions and comments. Questions and comments included:

- Clarification on requiring developments over 100 units to provide a Transit Demand Management Plan. Ms. Kelly Conolly, Sam Schwartz Engineering, provided more detail on what the plan would likely include. Ms. Jones added that this would make the items within the plan a requirement instead of a suggestion or recommendation from staff.
- How to show that the items within the TDM plan are actually implemented. Mr. Mangum clarified that for larger developments, requirements could be added into the approved ordinance.
- Clarification on how the reduced parking utilization rates arise, by low vehicle ownership versus occupancy rates within that building. The numbers could be a combination of the two items. City-wide vehicle occupancy is based on census tract information.
- Would the reduced number of car share companies would have any effects on the requirements. Staff did not anticipate this would have any effect.
• Request for information regarding whether or not recently approved developments would have complied with the proposed parking reduction. It was shown that most developments would still have needed a development allowance for reduced parking.

• Suggestion that the argument for the text amendment include the fact that current parking is underutilized and the number of required parking spaces for recently approved developments have been below current requirements. This would show that the text amendment would change the code to match current utilization and trends.

• Discussion about how other developer requests might be altered with a reduced parking requirement (taller buildings, denser development, etc.).

• Reminding Commissioners that recent planned developments have included a provision which prohibited that development’s residents from obtaining on street parking permits.

• Editing the TDM requirement for developments over 100 units to be for planned developments over 100 units.

• Discussion on the necessity of the fee-in-lieu recommendation of the Study. Some concern was expressed that having that option would lead to “buying out” of the parking requirements.

• If consideration of changes to retail demand was a part of the study and if that could be considered in the future. The Study only address residential parking but a longer term parking study could address retail/commercial parking demand.

• Discussion on why .55 parking spaces per bedroom would be chosen versus 1 parking space per unit and the pros and cons of each option.

Chair Ford asked if members of the public present had any comment. One member spoke asking for clarification on where the text amendment would apply. Ms. Jones responded that the proposed amendment applies only to TOD areas, which are considered to be 1/8 of a mile to ¼ of a mile away from transit stations, and would not go into lower density areas away from transit. Existing parking requirements would apply outside of TOD areas.

The Commissioners then discussed clarification on what would be approved by text amendment (number of required parking spaces) versus what would be done administratively (recommendations made within the parking study).

Commissioner Isaac moved to recommend approval of the text amendment to reduce required residential parking in TOD areas to .55 per bedroom. The motion was seconded by Commissioner Pigozzi. A roll call vote was taken and the motion was approved unanimously 7-0. Commissioner Saul then moved to remove the point referring to creating a fee-in-lieu of parking from the
Commission’s recommendation. Commissioner Dubin seconded the motion. A roll call vote was taken and the motion was approved 5-2.

B. TEXT AMENDMENT

Determination of the Front Yard

A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning to codify staff authority to determine the front lot line of a corner lot.

Ms. Jones provided a brief overview of the revised proposed text amendment, explaining that the original proposed language was thought to be too broad and did not provide enough guidelines for how the front lot line would be determined. Staff conducted additional research of similar communities and through the American Planning Association, in addition to consulting with the City’s Legal Department to create more detailed standards to guide the determination of the front lot line. The standards included location of existing structures on the property, proportions of the lot line dimensions, pattern of existing development within the neighborhood and the property owner’s expressed desire.

Chair Ford opened the hearing to Commissioner questions and comments. Questions and comments included:

- Clarification on what the definition of the front lot line would be versus where guidelines in determining the location in certain cases (such as corner lots) would be located within the Zoning Code.
- Possibility of including illustrations within the code to help show how various regulations would apply for a parcel.
- Clarification on what properties this text amendment would apply to. Staff stated that the amendment would apply to all corner lot properties and, in cases where the lot is already improved, give considerations to existing structures on the lot if applicable.
- Providing certainty in determining the front lot line on vacant lots. Staff stated that the text amendment is an attempt to provide guidance to property owners and developers prior to development of a lot. A zoning analysis of proposed plans would provide certainty. If there either is no discussion prior to plans being submitted or the owner is adamant about a particular site layout, there is a variance process that the owner can pursue (which may or may not be approved).

Commissioner Goddard made a motion to recommend approval of the text amendment. The motion was seconded by Commissioner Belisle. A roll call vote was taken and the motion was approved, 5-2.

4. PUBLIC COMMENT
Ms. Jones provided updates on the status of the proposed planned development at 1454-1508 Sherman stating that the project would be before the Commission in either August or September.

5. ADJOURNMENT

Commissioner Dubin made a motion to adjourn the meeting. Commissioner Saul seconded the motion.

A voice vote was taken and the motion was approved by voice call 7-0. The meeting was adjourned at 8:45 pm.

Respectfully Submitted,  
Meagan Jones  
Neighborhood and Land Use Planner  
Community Development Department
Memorandum

To: Honorable Mayor and Members of the City Council

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

Subject: 2018 Law Enforcement Torch Run Polar Plunge on Clark St Beach

Date: September 11, 2017

Recommended Action:
Human Services Committee and Staff recommend approval of Special Olympic Illinois’s request to hold the 2018 Law Enforcement Torch Run Polar Plunge on Clark Street Beach, starting at 8 am on February 16 and finishing at approximately 3 pm on February 18.

Funding Source:
Costs for city services provided for events require a 100% reimbursement from the sponsoring organization or event coordinator. This event requires no city services.

Livability Benefit:
Equity and Empowerment: Support quality human service programs.

Summary:
The Law Enforcement Torch Run Polar Plunge is a unique opportunity to support Special Olympics athletes by taking a dip into Illinois’ frigid winter waters. Over a 24-hour period, plungers will take 24 icy dips (once an hour, every hour) into the waters of Clark Street beach. During this around the clock event all plungers and their support person will stay in a 40 x 168 heated tent that will be set up on the beach on February 13 and removed on February 20. Past participants include students, law enforcement officers, firefighters, teachers and various business professionals. All proceeds collected by plungers benefit more than 22,000 traditional athletes and 20,000 Young Athletes of Special Olympics Illinois.

For many years this annual Polar Plunge has taken place on the Northwestern Campus beach. Due to construction on Northwestern campus, the 2016 and 2017 Polar Plunge has taken place on Evanston’s Clark Street beach. Construction on campus will continue in 2018 so they are requesting to use Clark Street Beach for the 2018 Polar Plunge.
Legislative History:
On September 6, 2017 the Human Services Committee voted to recommend approval of the 2018 Law Enforcement Torch Run Polar Plunge on Clark St Beach.

Attachments:
Special Olympic Illinois' special event permit application
City of Evanston
2017 Event Permit Application

Submit this application, along with a description of your proposed event, and $150 application fee, to the City of Evanston, Parks, Recreation and Community Services Department, c/o Special Events Committee, 2100 Ridge Ave. Evanston, IL 60201 by Tues, January 31, 2017.
Email: specialevents@cityofevanston.org Fax: (847) 448-8051 Phone: 847-866-2914.

Please refer to the Special Event Permit Instructions on the preceding pages while completing this application.

Event Information
Name of Event: Law Enforcement Torch Run Polar Plunge
Event Location(s): Clack Street Beach
Estimated # of participants: 30
Estimated Attendance: 300

Type of Event:
☐ Festival/Fair
☐ Race/Walk/Bike Ride
☐ Sidewalk Sale
☐ Parade/March
☐ Concert
☐ Other:
Participants Running Water

Date(s): 2/11/2017 Rain Date(s):
Event time: Start: 8 a.m./p.m. Finish: 10 a.m./p.m.
Set Up Time: Start: 9/13-9/15 a.m./p.m. Take Down Finish: 9/19-9/20

Yes ☐ No ☐ Is the Event a Fundraiser? Beneficiary: Special Olympics Illinois
Yes ☐ No ☐ Registration/Entrance Fee: Amount: $150 Min. Pledge to Plunge

Organization Information
Yes ☐ No ☐ Is this organization registered with the State of Illinois as a non-profit organization?
Organization: Special Olympics Illinois
Address: 103 Schelter Rd. #25 Lincolnshire, IL 60069
Business Phone: 847-370-7370 Fax: 847-478-0982 E-mail: kriswishinewski@soill.org

Contact Person
Name: Kristen Wishniowski
Address: 103 Schelter Rd. #25 Lincolnshire, IL 60069
Telephone: 847-370-7370 Cellular: 847-478-0982 E-mail: kriswishniowski@soill.org
Relation to above organization: Manager - Development
General Service Questions
Section A: Public Works Department: Traffic/Parking/Sanitation:
Yes ☐ No ☒ Are street closures requested?
If yes, what streets?
________________________________________________________

Justification for street closure: ______________________________________________________

Yes ☐ No ☒ Are covering parking meters requested?
If yes, provide locations &/or meter numbers
________________________________________________________

Does your event require any other parking related requests or considerations? If so, please list them below:

What is your plan for cleaning, recycling and disposing of all refuse from this event? We will use
Recycle's trash cans on site.

You must provide a plan for accommodating recyclables and co-locate recycling and refuse containers.

Section B: Community Development Department: Tent / Electrical Permit
Yes ☐ No ☒ Will tents larger than 10 x10 be used for your event?
Yes ☐ No ☒ Will a stage be used for your event?
Yes ☐ No ☒ Will you be using electrical equipment?
   ➤ If yes, you will need to complete a separate tent and/or electrical permit application. All applicants should provide their own source of power for their specific needs; the City generally will not provide electrical services of any sort. Tent Permit fee is $30 / Electrical Permit fee varies.

Section C: Fire Department
Yes ☒ No ☐ Will the Fire Department have access to all sites in the event of an emergency?
If not, please provide a contingency plan in the event of an emergency.

Yes ☐ No ☒ Will any fire hydrants be obstructed?
Yes ☐ No ☒ Will you be supplying your own First-Aid station?

Section D: Police Department
Yes ☐ No ☒ Is traffic control or crowd control necessary for your event?
If so, please describe your needs:
________________________________________________________

• Depending on attendance, the City may require Police and/or Fire personnel at the function. The City shall determine the number of personnel necessary to ensure the safety of participants, minimize the inconvenience to residents, and reduce the public liability exposure to the sponsoring agency as well as the City. City personnel involved in advance of, during and after, the day(s) of the event may be charged back to the sponsoring agency.

Section E: Health Department: Temporary Food Permit
Yes ☐ No ☒ Is food or drink being served at this event?
   ➤ If yes, you will need to complete a separate temporary food event permit application. Temporary food event permit fee is $111.

• No food or beverage shall be sold or given away at events open to the public, unless authorized by the City.
Section F: Legal/Liquor Department: Liquor License
Yes ☐ No ☑ Will alcoholic beverages be served or sold?
➢ If yes, you will need to complete a separate liquor license application. Liquor license fee varies.
Complete address where liquor will be served/sold:
Where will the sale of liquor take place: ☐ Indoors ☐ Outdoors
The sale premises are located on: ☐ Private property ☐ Public Property

Section G: Parks, Recreation and Community Services Department: Park Permit
Yes ☐ No ☑ Will this event be held in a City Park?
➢ If so, which Park(s) (be specific):
You will need to complete a separate park permit application. Park permit fee varies.

Section H: Parks, Recreation and Community Services Department: Loudspeaker Permit
Yes ☐ No ☑ Will a PA system or loudspeaker be used?
➢ If yes, you will need to complete a separate loudspeaker permit application and answer the following questions:
Date(s): ________________________________ Hours of Operation: _____ a.m./p.m. Finish: _____ a.m./p.m.
Please check the type of sound to be emitted:
☐ Speech ☐ Recorded Music ☐ Live Music ☐ Other: ________________________________

Section I: Public Works Department: Right of Way Permit
Yes ☐ No ☑ Does the event include a sidewalk sale?
➢ If yes, you will need to complete a separate Right of Way permit application. Right of way permit fee varies.

Section J: City Collector’s Office: Raffle Permit
Yes ☑ No ☐ Are you selling raffle tickets as part of your event?
➢ If yes, you will need to complete a separate raffle permit application. Raffle permit fee is $50.00.

Section K: Publicity
The City of Evanston lists most major special events that are open to the public on its Web site calendar because neighborhoods and business districts may be affected by traffic, noise, etc. The calendar listing also provides additional promotion of your event to residents and visitors. However, some events are not open to the public and should not be listed. Should your event be included on the City of Evanston’s calendar of events? Yes ☑ No ☐

If yes, at least one month before the event, please email text that you would like us to list to communications@cityofevanston.org or use the space below on this page. Be sure to include the event title, description, day, date, time, location, and admission fee, if any. If you would like us to link to your web site, so visitors can access the most up-to-date details, please print the URL link below:

Recruit volunteers for your event at www.volunteer-evanston.com or contact the volunteer coordinator at 847-859-7833.
Site-Plan Sketch of Event (Completed by Organizer)
In the space below, please provide the following information (if applicable). Attach a sheet if additional space is needed.

- General Map of Location
- Street Closures/Parking Information
- Garbage / Recycling Cans
- Tents, Stages, Electrical Equipment
- Loud Speakers
- Food/Alcohol Vendor Booths
- Electricity Sources
- Water Sources
- Toilet Sites

Applicant’s Statement of Agreement:
Everything that I have stated on this application is correct to the best of my knowledge. I have read, understand, and agree to abide by the rules and regulations included in this application including the instruction section of this application. The permit, if granted, is not transferable and is revocable at any time at the absolute discretion of the City of Evanston. I hereby affirm that the above information is true and correct in describing the intent of this application. I understand that the issuance of the special event permit is contingent upon compliance of all conditions and requirements.

I, [Name] Johnson, the undersigned, agree to abide by the provisions in this application and the instructions attached hereto.

[Signature]
(Signature of Applicant)

8-4-17
(Date)
Hold Harmless/Indemnification Agreement

Applicant has requested permission to hold the LET'S SNOW PLUNGE, THE AREA IS POLAR PLUNGE benefiting STEM in the City of Evanston. For consideration of such permission, Applicant hereby fully releases and discharges the City of Evanston, its officers, agents and employees from any and all claims from injuries, including death, damages, and/or loss, which may arise or which may be alleged to have arisen out of, or in connection with said event.

Applicant further agrees to indemnify, hold harmless, and defend the City of Evanston, its officers, agents and employees, from any and all claims resulting from injuries, including death, damages, and/or losses, including, but not limited to, the general public, which may arise or which may be alleged to have arisen out of, or in connection with said event.

In addition, Applicant has furnished and attached two (2) certificates of General Liability insurance with the City of Evanston named as an additional insured in an amount to be determined by the City's Special Events Committee, but in no case less than $1,000,000.

SPECIAL OLYMPICS ILLINOIS

Applicant

Matt Johnson

Name

CHIEF DEVELOPMENT OFFICER

Title

Signature

8-4-17

Date
For City Council meeting of September 11, 2017

Item H2

Resolution 69-R-17 Agreement with Youth Job Center for Career Pathways Program

For Action

Memorandum

To: Honorable Mayor and Members of the City Council

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

Subject: Resolution 69-R-17 Professional Services Agreement with Youth Job Center of Evanston, Inc. for 2017 Building Career Pathways to Sustainable Employment Program

Date: August 14, 2017

Recommended Action:
Human Services Committee and Staff recommend City Council adoption of Resolution 69-R-17, authorizing the City manager to execute the 2017 agreement with the Youth Job Center of Evanston Inc. (YJC) (1114 Church Street, Evanston, IL 60201) to provide not less than twenty disconnected and unemployed young adults who are low to moderate income Evanston residents (ages 18-25) with a career pathway plan that leads to educational/work trade certification, employment, supportive services, career counseling, educational support and transportation assistance over 24 months in an amount not to exceed $55,200.00 for FY 2017.

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 $235,455.00 prior to this agreement. Costs amount to approximately $2,760.00 per participant.

The City of Evanston shall be financially responsible for the furtherance of the program. The Youth Job Center of Evanston shall be the employer of record. The direct and indirect costs shall be $25,000.00 for on the job training salaries for 20 program participants (@$1,250.00 each); $2000.00 for job readiness training; $4000.00 for supportive services that include transportation and state certification and testing fees, and child care for all program participants; $1,200.00 for program materials and supplies; $23,000.00 for mandatory orientation, intake and job-readiness assessment,

480 of 503
skill building activities, employability action plan, record documentation, job portfolio, mock interviews and coaching, personalized job referrals, individualized career pathways counselor consultations, and 6 month, 12 month, 18 month, and 24 month job retention benchmark incentives and follow up.

Livability Benefits:
Economy & Jobs: Support Quality Jobs and Shared Prosperity, Expand job opportunities, Develop workforce.

Summary:
In 2012, the City contracted with YJC to implement the pilot year of the Building Career Pathways to Sustainable Employment Program. YJC was selected as a partner, because it is a successful employment/training agency within the City that focuses upon job-readiness and job-placement for at-risk youth and young adults. Its mission is to ensure “success for young people in the workplace and in life”. YJC has a proven track record of excellence placing more than 1,700 young people each year in various positions and training programs. It has developed many long-term relationships with employers who are committed to hiring individuals after successful on-the-job training and credential attainment.

Continued utilization of the YJC avoids the duplication of services and provides the best method for implementing the Youth and Young Adult Division’s Workforce Training and Employment Programs. YJC has partnered with the city for many years in providing employment services to Youth and Young Adults in the community and received CDBG funding for such initiatives in 2016.

Our “Building Career Pathways to Sustainable Employment Program” has been developed and modeled after successful national best practices. One such model was highlighted in the Joyce Foundation’s July 2010 “Shifting Gears: State Innovation to Advance Workers and the Economy in the Midwest” report. That report defined career pathways as – “a series of connected education and training programs and support services that enable individuals to get jobs in specific industries, and to advance over time to successfully complete higher levels of education and work in that industry.” These programs include “embedded” or “stackable” credentials connected to each step in the pathway. These credentials, such as occupational certificates, have value to employers by themselves, and also build toward longer technical diplomas and degrees.

A more recent documentation and validation of this Workforce Training and Employment approach can be found in the March 2016 MDRC (formerly known as Manpower Research Demonstration Corporation) Issue Brief (www.mdrc.org). In the brief, researchers note that “career pathways approaches are efforts to build more coherent and easily navigable systems providing skills training, credentials, supports, and employment.” The brief concludes that work-based learning is an effective method for teaching skills that are valued in the labor market and a powerful incentive to keep individuals engaged and gain access to industry and careers. For the disengaged, on-
the-job training experiences can be part of an incentive structure that encourages them to strive, persist, and succeed.

The results of the initial pilot program have been impressive and are consistent with other national models using these workforce development strategies. From October 2012 to July 18, 2017, there have been 106 participants. Eighty-five percent of participants completed Job Readiness Training. Eighty-one percent of the participants were placed in on-the-job training and/or direct hire placements. Sixty-two percent were placed in long-term employment – this percentage is markedly above the national averages for programs of this nature. Forty-nine of the 106 participants or 46% completed certification programs.


Credentialed Pending/Attained included: National Retail Federation (NRF), Customer Service, PERC card, OSHA 10-hour card, Direct Support Professional (DSP), Food Service Sanitation, Emergency Medical Technician (EMT), Oakton Community College Certifications (Auto/Culinary), ServSafe, Illinois Food Handler’s Card, Basset Certification, and Recyclery Certifications.

Participants in the program complete pre-meeting assessments and orientation with division staff. Once completed, YJC and City staff develop individualized participant caseloads. Participants are required to meet the minimum criterion that has been established for the pathway they have chosen (i.e. skills assessment, availability, high school diploma, etc.), as if they were directly applying to the positions.

All participants receive supportive services, career counseling, job readiness training, program stipends, educational support, child care, and transportation assistance, if necessary. They are eligible for 200+ hours of paid training for entry level positions leading to educational/work trade certifications.

Listed below is a summary of the scope of work to be performed by YJC:

- Assume all costs for all training, materials, etc., including any additional supplemental support needed to ensure an individual’s success such as transportation vouchers.
- Pay job readiness stipends and subsidized wages earned during training internship.
• Provide counseling and coaching, supportive follow-up services to individuals. YJC will also provide regularly scheduled updates to Youth and Young Adult Division staff on the progress of individuals enrolled in the program.

Youth and Young Adult Division staff recruits young adults in the community and identifies Evanston residents that would benefit from this program. Also, other city departments, co-workers in the Recreation Division and partner agencies in the city such as the Moran Center and Evanston School District 202 provide referrals to the division.

Youth and Young Adult Program staff and YJC Job Counselors follow the progress of individuals enrolled in the program and their placement in employment over a 24 month period. Research shows that follow up services are critical to the success of disengaged and disconnected “Opportunity Youth”. The successful partnership with YJC provides the educational and workforce related resources that are not always available to the City of Evanston.

Attachments:
Resolution 69-R-17
2017 Professional Services Agreement with Youth Job Center of Evanston Inc
2017 Program Report (10/2012 to 7/2017)

1 Davis Jenkins. Career Pathways: Aligning Public Resources to Support Individual and Regional Economic Advancement in the Knowledge Economy. Workforce Strategy Center, August 2006
69-R-17

A RESOLUTION

Authorizing the City Manager to Execute the Professional Services Agreement with the Youth Job Center to Fund the Building Career Pathways to Sustainable Employment Program

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 Youth Job Center, 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 an initiative called “Building Career Pathways to Sustainable Employment Program” that will provide not less than twenty disconnected and unemployed young adults who are low to moderate income Evanston residents (ages 18-25) with a career pathway plan that leads to educational/work trade certification, employment, supportive services, career counseling, educational support and transportation assistance over 24 months

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:

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

Building Career Pathways to Sustainable Employment Program 2017

THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this 1st day of September, 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 Youth Job Center Of Evanston, with offices located at 1114 Church Street, 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 $55,200.00

I. COMMENCEMENT DATE

Consultant shall commence the Services on September 1, 2017 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

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

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

O. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics’ materialmen’s 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 subcontractor, 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: _______________________


This EXHIBIT A to that certain Consulting Agreement dated 1st day of September, 2017 between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201 (“City”) and Youth Job Center Of Evanston sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

COMMENCEMENT DATE: September 1, 2017

COMPLETION DATE: August 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 $25,000.00 for on the job training salaries for 20 program participants (@$1,250.00 each); $2000.00 for job readiness training; $4000.00 for supportive services that include transportation and state certification and testing fees, and child care for all program participants; $1,200.00 for program materials and supplies; $23,000.00 for mandatory orientation, intake and job-readiness assessment, skill building activities, employability action plan, record documentation, job portfolio, mock interviews and coaching, personalized job referrals, individualized career pathways counselor consultations, and 6 month, 12 month, 18 month, and 24 month job retention benchmark incentives and follow up.

The Youth Job Center will provide monthly invoices 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 “Building Career Pathways to Sustainable Employment Program”

The scope of the pilot “Building Career Pathways to Sustainable Employment Program” for the City of Evanston includes the following components:

YJC will support 20 Evanston youth and young adults in the “Sustainable Employment Program,” supporting youth through training, personalized advising, supportive services, subsidized internships and continued educational opportunities. YJC staff will work with young adults to develop a career pathway plan that meets their needs and continues to move them toward living-wage jobs in careers with advancement opportunities. YJC estimates that approximately half of the youth served need immediate work and time to build skills and stabilize before able to be successful in training or Career Pathways programs.
20 Evanston youth and young adults will be enrolled in the program. Of these:

| 10 young adults will enroll in Career Pathways or short-term training programs leading to industry-recognized certification. These youth will receive continued high level of personalized, ongoing support from YJC to ensure success in training and retention on the job, once placed. | 10 young adults will be placed into jobs, and where appropriate, enrolled in YJC’s Lasting Impact initiative to receive retention support, stabilization services and ongoing career planning, leading to training or advancement opportunities. |

YJC will leverage support from other programs to provide job-readiness training, retention support and additional supportive services for these youth.

YJC staff will work with participating employers to ensure retention in permanent employment.

1. YJC will provide an on-the-job training/internship program that will train up to 20 clients (ages 18-25) vetted and selected by representatives from YJC and the City of Evanston.

2. Positions shall be paid entry level and participants shall be provided with all required background trainings.

3. Participants will be required to meet minimum criterion established by the parties that may include skills assessment, participant availability, and high school diploma/GED.

4. YJC shall administer all program costs for trainings, materials, supplemental support that may include transportation vouchers, uniforms, and subsidies for business attire.

5. YJC shall pay a training stipend to participants that successfully complete the job readiness training.

6. YJC shall pay the work experience wages for participants that successfully complete the post-training internship. Those wages shall cover approximately 200 or more required hours.

7. YJC will provide ongoing counseling and coaching, and follow-up services to every participant following the completion of the internship.

8. In collaboration with City of Evanston staff, YJC program staff will develop a career pathways plan for participants that include evaluation and assessment.

9. YJC program staff to recruit and facilitate participant selection strategies and activities in collaboration with City of Evanston staff.
10. YJC program staff to foster career counseling, coaching, mentoring and employment retention activities.
City of Evanston Career Pathways Report
October 2012 – July 31, 2017

The City of Evanston staff invested approximately $5,333/per participant to fund the program and received regular updates from YJC staff throughout program delivery. The results since the program’s inception in October 2012 are impressive: Of the 106 participants recruited, 86 participants were placed in subsidized work experiences and/or direct-hire placements, with 66 ultimately placed in long-term employment. Of the participants, 49 completed certification programs. Participants in our current cohort are nearing completion of internships, and are already receiving offers of permanent placement from their employers. At the conclusion of their internship, participants not placed will continue to receive job placement services from YJC staff.

Job Readiness Training (JRT)

- **Total:** 106 participants in the COE Program since October 2012
- **Job Readiness Training Completion:** 91 COE participants completed JRT (85%)
- **Job Readiness Training Non-Completion:** 7 COE participants did not complete JRT
- **Job Readiness Training Didn’t Enroll:** 8 COE Interns did not enroll in JRT (tested out)

Participant Placement

- **Total Interns:** 106 participated in the COE Program
- **Funding:** Approximately $3,000/per participant from the COE
- **Internship Industries:** Retail, Healthcare, Social Services, Food Service, Security, Education, Public Administration, Sports/Recreation, Construction, Administrative/Clerical, Automotive Repair & Maintenance, and Culinary/Food Prep
- **Internship Worksites:** Evanston School District 65, Manor Care Health Services, TJ Maxx, Douglas Center, City of Evanston Public Works, Fleetwood-Jourdain Community Center, Robert Crown Community Center, Allied Barton Security Services, NorthShore Solar, LLC, St. Francis, McGaw YMCA, Auto Barn, Duxler Auto, Curt’s Café, Edzo’s Burgers, Midas, The Recyclery Collective and Collective Resources
- **Credentials Attained (and pending):** National Retail Federation (NRF) Customer Service, PERC card, OSHA 10-hour card, Direct Support Professional (DSP), Food Service Sanitation, and Emergency Medical Technician (EMT), Oakton Community College Certifications (Auto/Culinary) ServSafe, Illinois Food Handler’s Card, IL Driver’s License, Basset Certification, CPR, First Aide and Recyclery Certifications
COE-YJC Service Delivery Model

**Intake and Assessment**
- Attend mandatory new client orientation
- Complete all required intake forms
- Provide all necessary documentation to determine eligibility
- Complete initial job-readiness assessment
- Review job-readiness results to identify skills, employability levels and plan of action
- Registered for mandatory job-readiness training workshops
- Assigned to employment counselor

**Employment Counseling and Skill Development**
- Individuals must complete mandatory job skills training workshops (10 sessions) before meeting w/ employment counselor or receiving job referral
- Develop an Individualized Employment Action/Credential Plan w/timelines
- Clients may be referred to other programs (SCA, OOSY, Outpost) as necessary, for additional training and skill building activities
- An “employer referral” is given only when it is determined the client is “job-ready” and meets the basic employment standards:
  - Have a completed job portfolio (includes: job application information, resume and reference list, cover letter, copies of diplomas, certificates, etc.)
  - Passing score on 2 mock interviews
  - Interview attire reviewed/approved by employment counselor(s)

**Job Placement and Career Path Development**
- Clients must attend all required meetings w/employment counselors
- Receive personalized job referral letters to employers for full, part-time, temporary and/or “odd jobs.”
- Receive referrals to paid work experiences and internship opportunities if eligible
- Receive exclusive and ongoing job leads via email, facebook, phone and regular mail
- Receive personalized job referrals for exclusive job fairs, onsite recruitment events and other employment related activities
- Ongoing employment coaching, career development counseling, and mentoring

**Post Placement and Job Retention Support (24 months)**
- Regular meetings and site visits w/ clients and their employer to check on progress and status
- Employed clients achieving the 12 month benchmark will receive a customized “post-employment/career pathway plan” for potential career advancement opportunities
- Job retention incentives for clients meeting job retention goals at the 6 month, 12 month, 18 month and 24 month benchmarks (i.e. gift and transit cards, client recognition, speaking opportunities at major YJC events, scholarship opportunities, etc.)
- Ongoing employment coaching and career counseling
- Employed clients may also be selected to participate in the “W.I.L.L. Career Advancement program” or serve on the “YJC Young Ambassadors Leadership Council” where they will represent the YJC at conferences, events, in the media, etc.
- YJC Alumni Group Involvement

Property of the Youth Job Center of Evanston, Inc.™