CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTEL COUNCIL CHAMBERS
Monday, September 25, 2017

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

ORDER OF BUSINESS

(I) Roll Call – Begin with Alderman Fiske

(II) Mayor Public Announcements and Proclamations
   National Hispanic Heritage Month, September 15 – October 15, 2017
   Erie Family Health Center Day - October 6, 2017

(III) City Manager Public Announcements
   Fire Prevention Week, October 8-14
   2017 Savvy Awards – Two 3CMA Silver Circle Awards for Annual Report and Friday Forecast

(IV) Communications: City Clerk

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

**SPECIAL ORDERS OF BUSINESS**

(SP1) **Processing of Freedom of Information Act Requests**
Alderman Wilson recommends that the City Council 1) direct the City Clerk, City Manager and Corporation Counsel to review the current process for submittal of Freedom of Information Act (FOIA) requests prior to posting the request on the “NextRequest” system and to develop a specific policy for the review and response to all FOIA requests to be submitted to the City Council’s Rules Committee on October 16, 2016; 2) set a policy effective immediately that police reports produced as part of a FOIA inquiry be made available only to the requesting party; and 3) direct the City Clerk that all current police reports on the “NextRequest” system be removed from public view immediately.

*For Action*

(SP2) **Authorization and Budget Allocation for Hiring Special Legal Counsel - City Clerk**
City Clerk Reid requests that the the City Council authorize him to retain special legal counsel to advise his office on matters related to duties and functions of the office as well as allocate funds for such services.

*For Action*

(SP3) **Presentation for the Robert Crown Community Center and Library Project**
City Staff, Woodhouse Tinnucci Architects (WTA), and Friends of Robert Crown will present information regarding the status of the Robert Crown Community Center and Library Project.

*For Action*

(VII) 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**

(M1) **Approval of Minutes of the Regular City Council Meeting of July 24, 2017 (corrected) and September 6, 2017.**

*For Action*
ADMINISTRATION & PUBLIC WORKS COMMITTEE

(A1) Payroll – August 21, 2017 through September 3, 2017 $ 2,808,524.51

(A2) Bills List – September 12, 2017 $ 4,415,588.36
Credit Card Activity – Period Ending July 31, 2017 $ 214,653.76

For Action

(A3.1) Single Source Purchase of two (2) Genetec License Plate Recognition Systems from Federal Signal Corporation
Staff recommends approval of the Single Source purchase of two (2) Genetec License Plate Recognition systems from Federal Signal Corporation (2645 Federal Signal Drive, University Park, IL 60484) for the Administrative Services Department in the amount of $85,500. Funding will be from the Parking Fund (Account 505.19.7005.65515), with a budget of $3,020,000 and a YTD balance of $412,759.25.

For Action

(A3.2) Purchase of Police Body Worn Camera Integration System from Axon Enterprise, Inc.
Staff recommends the City Council authorize the City Manager to execute a five-year contract for an integrated police body worn, in-car and investigative interview room camera system and conductive electric weapons (CEW) with Axon Enterprise, Inc. formerly known as Taser International (17800 N. 8th Street, Scottsdale, AZ 85255). The total cost of the five-year contract after grant reimbursement will be $1,145,973.26. Funding for this program will be provided from the Capital Improvement Fund - Project Number 117002 (Account 415.40.4116.65515) with a budgeted amount of $525,000, for 2017, 2018, and a portion of 2019. The total amount is allocated as follows: $325,000 from 2015 G.O. Bonds (carryover) and $200,000 from 2016 G.O. Bonds (carryover). For the remainder of 2019, 2020, and 2021, the annual cost will be paid through Police Department funding in account 100.22.2210.62509.

For Action

(A3.3) Single Audit for Fiscal Year 2016
Staff recommends City Council review and place on file the Single Audit report for the fiscal year ending December 31, 2016.

For Action: Accept and Place on File
(A3.4) Approval of Request for Proposal for Construction Management Services at Robert Crown Community Center, Ice Complex and Library
Staff recommends City Council approve the release of a Request for Proposal (RFP) for construction management services for the Robert Crown Community Center, Ice Complex and Library Project. No Funding is required to release the RFP. Funding for Construction Management and construction costs will be provided from General Obligation Bonds and expenses will be tracked in the Capital Improvements Fund.
For Action

(A3.5) Approval of Schematic Design for the Robert Crown Community Center
Staff recommends City Council approve the schematic design for the Robert Crown Community Center, Ice Complex and Library Project. No funding is required for this approval. Funding for design and construction costs will be provided from General Obligation Bonds and expenses will be tracked in the Capital Improvements Fund.
For Action

(A3.6) Contract Amendment No. 1 for Architectural Services at Robert Crown Community Center with Woodhouse Tinucci Architects, LLC
Staff recommends City Council authorize the City Manager to amend an existing architectural services contract for design development and construction document services for the Robert Crown Community Center, Ice Complex and Library Project (RFP No. 16-61) with Woodhouse Tinucci Architects Llc., (230 W. Superior Street, 6th Floor, Chicago, Illinois 60654), in the amount of $1,632,833.00. This amendment will modify the existing agreement from $514,000.00 to $2,146,833.00 and extend the existing contract deadline from June 30, 2017 to June 30, 2018. Funding will be provided from General Obligation Bonds and expenses will be tracked in the Capital Improvements Fund, Accounts 415.40.4116.62145 – 616017, 415.40.4117.62145 – 616017 and 415.40.4118.62145 – 616017(pending)). Friends of Robert Crown have also committed to funding a portion of this phase of the project and currently have approximately $1.5 million in received funds. This alternative will be more clearly identified in the final 2018 Adopted Budget.
For Action
(A3.7) **Contract Extension with Community Counselling Services Co., LLC for Consulting Services**

Staff and Friends of Robert Crown recommend that City Council authorize the City Manager to execute a third contract extension of three months for the period of October through December 2017 for consulting services with Community Counselling Services Co., LLC (CCS) located at 155 North Wacker, Suite 1790, Chicago, Illinois 60606 at a total cost of $96,000 a $1,500 reduction from the previous quarter. Funding will be from FY 2017 Capital Improvements Fund – Robert Crown Project Budget (Account 415.40.4117.65515), with a $1.5 Million budget. $497,000 in architect fees has been approved and $291,500 in previous expenses to CCS, which provides a net balance of $713,000. This balance does not include the proposed acceptance of the Woodhouse Tinnucci Architectural contract also included in this agenda.

**For Action**

(A3.8) **Termination of Smithereen Pest Management Services Contract**

Staff recommends the termination of the current contract between the City of Evanston and Smithereen Pest Management Services. The termination request is due to unmet contractual requirements. Staff is recommending hiring another rodent control company to replace Smithereen until the end of the 2017 calendar year.

**For Action**

(A3.9) **Change Order No. 2 with Copenhaver Construction for the Fountain Square Renovation Project**

Staff recommends City Council authorize the City Manager to execute Change Order No. 2 for the Fountain Square Renovation Project (Bid No. 17-05), which modifies the project’s completion deadline for portions of the fountain and memorial work to May 1, 2018. There is no cost increase associated with this change order.

**For Action**

(A3.10) **Contract with Alvarez, Inc. for Stump Removal**

Staff recommends that City Council authorize the City Manager to execute a contract for the removal of stumps from City parkways to the low bidder, Alvarez, Inc., (Barrington, IL), in the amount of $34,920.41. Funding for this project is included in the FY 2017 General Fund (Account 100.40.4320.62385). The adopted 2017 Fiscal Year Budget allocated $75,000 to this account, which has a current balance of $59,525.

**For Action**
(A3.11) **Contract Award to Groot Industries, Inc. for Residential Refuse Collection**

Staff recommends that City Council 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. Staff also recommends the award of a waste characterization study to Groot Industries, Inc. (2500 Landmeier Rd, Elk Grove Village, IL) in the amount of $8,800.00 for a study to be completed within 12-months of contract award. 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**

(A3.12) **Contract Award to Lakeshore Recycling Systems for Condo Refuse Collection**

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 of $6.25 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**
(A3.13) **Contract Award to Lakeshore Recycling Systems for Yard Waste and Food Scrap Collection**

Staff recommends that City Council 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. Staff also recommends the award of a waste characterization study to Lakeshore Recycling Systems (6132 W. Oakton Street, Morton Grove, IL) in the amount of $1,900.00 for a study to be completed within 12-months of contract award. 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**

(A3.14) **Solid Waste Fund Analysis**

Staff recommends that City Council continue discussion on suggested sanitation service charge amendments and provide direction.

**For Action**

(A4) **Resolution 73-R-17, Authorizing the Settlement of all Litigation and Claims with Trinette Lark, Bria Diaz, and Prince Ford**

Staff recommends City Council adoption of Resolution 73-R-17 authorizing the City of Evanston execute a settlement agreement in *Trinette Lark, et al. v. City of Evanston, et al.* (Case No. 16-cv-04630).

**For Action**

(A5) **Resolution 75-R-17, Authorizing the City Manager to Execute an Amendment to the Commercial Lease of City-Owned Property at 1804 Maple Avenue with PharmaCann, LLC**

Staff recommends City Council adopt Resolution 75-R-17 authorizing the City Manager to execute an amendment to lease agreement with PharmaCann, LLC for the city owned property at 1804 Maple Avenue. Because of the uncertainty associated with the State of Illinois pilot program, PharmaCann is seeking to amend the first extension option from three years to one year and keep the second extension option the same (three years). If the amendment is approved, the lease will expire on December 31, 2018 instead of December 31, 2020.

**For Action**
(A6) **Resolution 74-R-17, Authorizing the City Manager to Execute a Lease Agreement with Northwest Center Against Sexual Abuse for Commercial Office Space at the Civic Center**
Staff requests City Council adopt Resolution 74-R-17, authorizing the City Manager to negotiate the lease renewal with Northwest Center Against Sexual Abuse (NWCASA) for office space in the Lorraine H. Morton Civic Center at the monthly rental rate of $550.00 for an annual rent of $6,600.

For Action

(A7) **Ordinance 98-O-17, Amending City Code Section 9-1-5 “Police Powers”**
Staff recommends City Council adoption of Ordinance 98-O-17, which will bring the City Code into closer compliance with the Illinois Municipal Code by specifying police powers in the City are reposed with the Police Chief and sworn members of the Evanston Police Department. Staff recommends suspension of the rules for Introduction and Action at the September 25, 2017 City Council meeting.

For Introduction and Action

(A8) **Ordinance 95-O-17, Establishing a New Wholesale Water Rate for the Village of Skokie, Illinois**
Staff recommends City Council adoption of Ordinance 95-O-17 establishing a new wholesale water rate of $2.06 per 1,000 gallons for the Village of Skokie effective for all water supplied to Skokie as of 12:00 a.m. October 1, 2017. Staff recommends suspension of the rules for Introduction and Action at the September 25, 2017 City Council meeting.

For Introduction and Action

(A9) **Ordinance 101-O-17, Amending the City Code to Establish a 3-Way Stop Control at the Intersection of Simpson Street and Dodge Avenue**
Staff recommends adoption of Ordinance 101-O-17 by which the City Council would amend Section 10-11-5(C), Schedule V(C) of the City Code to establish a 3-Way Stop Control at the intersection of Simpson Street and Dodge Avenue. The estimated cost to install two additional stop signs is $150.00. Funding will be through the General Fund-Traffic Control Supplies (Account 100.40.4520.65115), with a FY 2017 budget of $50,000, and a YTD balance of $10,243.78.

For Introduction
(A10) **Ordinance 90-O-17, Amending City Code Section 10-11-8 “Parking Prohibited at All Times” to Delete the South Side of Central Street Bridge from the Schedule to Allow Parking on that Side of the Bridge**

Staff recommends that City Council adopt Ordinance 90-O-17 amending the City Code Section 10-11-18, Schedule VIII to eliminate the portion of the Code that prohibits parking on the Central Street Bridge therefore allowing vehicles to park on south side of Central Street Bridge. **Alderman Revelle recommends suspension of the rules for Introduction and Action at the September 25, 2017 City Council meeting.**

**For Introduction and Action**

(A11) **Ordinance 96-O-17, Amending City Code 8-4-12 to Establish a Fee for a Recycling Program for Multi-family Apartment Building with 6-Units or Greater**

Staff recommends that City Council adopt Ordinance 96-O-17, amending City Code Section 8-4-12 "Imposition of Sanitation Service Charges" to Add a Fee for Recyclable Materials at Multi-family Apartments 6 Units or Greater. The proposed fee would be $1.85 per unit per month and be imposed beginning January 1, 2019.

**For Introduction**

(A12) **Ordinance 81-O-17, Ordinance 81-O-17, Authorizing the City Manager to Execute a Sale Contract for City Owned Real Property located at 2005 Grey Avenue to Evanston Township High School District No. 202**

Staff recommends approval of Ordinance 81-O-17 authorizing the City Manager to execute a sale contract for City-owned real property located at 2005 Grey Avenue to Evanston Township High School District No. 202 ("ETHS") for affordable housing. A two-thirds majority is required for adoption of this ordinance. **Staff recommends suspension of the rules for Introduction and Action at the September 25, 2017 City Council meeting.**

**For Introduction and Action**

(A13) **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 Chicago Avenue Partners, 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.

**For Action**
(A14) **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 Action

(A15) **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.” Ordinance 72-O-17 will be in effect on December 1, 2017.

For Action

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**PLANNING & DEVELOPMENT COMMITTEE**

(P1) **Housing Opportunities for Women HOME & Affordable Housing Fund Application**
The Housing, Homelessness and Human Relations Commission and staff recommend approval of gap funding in the amount of $550,000 to Housing Opportunities for Women (HOW) to develop a new 16-unit permanent supportive housing project for households with incomes ≤ 50% of the area median income (AMI) at 2215 Dempster Street. Funding will be from the following: HOME Investment Partnerships Program (Account 240.21.5430.65535), which has $164,900 in unallocated 2017 funds available to commit; and the Affordable Housing Fund (Account 250.21.5465.65535), which has a current cash balance of $590,000 out of a total of $1,704,757 budgeted for FY2017.

For Action

(P2) **Ordinance 99-O-17, Amending Zoning Map to Rezone 1829 Simpson Street From R3 Two-Family Residential District to B1 Business District**
Staff recommends adoption while Plan Commission recommends denial of Ordinance 99-O-17 approving the Zoning Ordinance Text Amendment to rezone the property commonly known as 1829 Simpson Street from R3, Two-Family Residential to B1, Business District.

For Introduction
(P3) **Ordinance 100-O-17, Granting Special Use Permit and Major Variation for Type 2 Restaurant at 1829 Simpson Street in the B1 Business District**
Staff recommends adoption while Zoning Board of Appeals recommends denial of Ordinance 100-O-17, approving the Special Use Permit for a Type 2 Restaurant in the B1 Business District and Major Zoning Variation for a 4.3’ east interior side yard setback for a roofed patio and one-story addition where 10’ is required.
**For Introduction**

(P4) **Ordinance 97-O-17, Granting a Special use Permit for a Type 2 Restaurant Located at 633 Howard Street in the B3 Business District (“Café Coralie”)**
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 97-O-17 granting special use approval for a Type 2 Restaurant, Café Coralie, at 633 Howard St. in the B3 District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district.
**Alderman Rainey recommends suspension of the rules for Introduction and Action at the September 25, 2017 City Council meeting.**
**For Introduction and Action**

(P5) **Ordinance 93-O-17, Amending Various Sections of Title 4, Chapter 14 “Design and Project Review”**
Staff recommends adoption of Ordinance 93-O-17, amending the Design and Project Review portion of the City Code related to voting and advisory members and the appeals process.
**For Introduction**

(P6) **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 Action**
HUMAN SERVICES COMMITTEE

(H1) Approval Torrens Grant Expenditure: Payment for Lead Rehabilitation at 1321 Elmwood Avenue
Staff recommends the approval of payment for the lead rehabilitation of the property located at 1321 Elmwood Avenue. Lead sources were identified and have been abated from the address. A clearance was performed certifying the abatement. Funding is provided by the Lead Paint Hazard Grant (Account 100.24.2435.55231). On November 21, 2000 the Cook County Board of Commissioners create the Lead Poisoning Prevention Fund for the purposes of utilizing excess sums from the Torrens Indemnity Fund as provided in 735 ILCS 35/0.01 (Torrens Act).

For Action

(H2) Ordinance 39-O-17, Amending City Code Title 8, Chapter 5, Sections 1, 3, and 4, “Weeds”
The Evanston Environment Board and Human Services Committee recommend City Council adoption of Ordinance 39-O-17, Amending City Code Title 8, Chapter 5, Sections 1, 3, and 4, “Weeds.”

For Action

RULES COMMITTEE

(O1) Resolution 77-R-17, Amending City Council Rules and Organization of the City Council Section 17 “Minutes” Referencing Video and Audio Recordings of Meetings
The Rules Committee and staff recommend City Council adopt Resolution 77-R-17, amending City Council Rule 17, “Minutes,” referencing the video and audio recordings of various board, commission, and committee meetings.

For Action

(O2) Ordinance 85-O-17, Creating Title 2, Chapter 12 of the City Code Forming an “Equity and Empowerment Commission”
Staff and Rules Committee recommend City Council adoption of Ordinance 85-O-17, Amending Title 2, Chapter 12 of the Evanston City Code, which creates the Equity & Empowerment Commission.

For Introduction

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

(X) Adjournment

MEETINGS SCHEDULED THROUGH OCTOBER 15, 2017

Upcoming Aldermanic Committee Meetings

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<td>Housing &amp; Comm Develop Act</td>
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<td>Transportation/Parking Commission</td>
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<td>City Council Equity Training</td>
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<td>10/11/2017</td>
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Information is available about Evanston City Council meetings at: www.cityofevanston.org/citycouncil. Questions can be directed to the City Manager’s Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager’s Office 48 hours in advance so that arrangements can be made for the accommodation if possible.
To: Mayor Hagerty and Members of the City Council

From: Alderman Don Wilson

Subject: Processing of Freedom of Information Act Requests

Date: September 21, 2017

I am concerned about the City Clerk’s current policies and procedures for processing Freedom of Information Act (FOIA) requests. The City’s use of the “NextRequest” service and the City Clerk’s current administration of system I believe is inconsistent with State laws dealing with privacy of individuals making requests.

I am requesting that the City Council direct the City Clerk, City Manager and Corporation Counsel to review the current process for submittal of FOIA requests prior to posting the request on the “NextRequest” system and to develop a specific policy for the review and response to all FOIA requests. I ask that this review and draft FOIA policy be submitted to the City Council’s Rules Committee on October 16, 2016.

In addition, I am asking the City Council to set a policy effective immediately that police reports produced as part of a FOIA inquiry be made available only to the requesting party and to direct the City Clerk that all current police reports on the “NextRequest” system be removed from public view.
Memorandum

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

From: Martin Lyons, Assistant City Manager / CFO
      Lara Biggs, Bureau Chief – Capital Planning / City Engineer
      Stefanie Levine, Senior Project Manager
      Kate Lewis Lakin, Senior Management Analyst

Subject: Presentation for the Robert Crown Community Center and Library Project (RCCCL)

Date: September 20, 2017

Overview:
City Staff, Woodhouse Tinucci Architects (WTA), and Friends of Robert Crown will present information regarding the status of the RCCCL Project. These presentations will include:

- A WTA presentation to include:
  - A history of the Public engagement process
  - The methodology for creating the schematic design
  - The recommended schematic design for the RCCCL
  - Estimated Costs for the RCCCL
  - Next Steps in the Architectural process

- A Staff presentation to include:
  - A history of the Project since 2013
  - A project summary from 2018 through 2021 covering:
    - Sources of Funds for the RCCCL
    - Uses of Funds regarding the RCCCL
    - Balances of Funds regarding the RCCCL
    - Long Term Debt considerations

- A brief statement from Friends of Robert Crown regarding funding and the project scope.
The City Council has several action items to review regarding the Robert Crown Community Center and Library (RCCCL) Project as follows:

- Phase II/Contract Amendment to Woodhouse Tinucci Architectural services to allow for the completion of construction drawings and supervision of the RCCCL Project
- Approval to advertise an RFP for construction management services for the RCCCL Project
- Approval of an extension of the CCS consultant contract through the end of the 2017 year.

Staff and Friends of Robert Crown recommend the City Council approve proceeding with the issuance of the RFP for construction management, extension of the CCS contract, and extension of the WTA contract for Phase 2.
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 Braithwaite
Alderman Wynne
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.  
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. 
Joshua Lustig  In support of improvement of open data and open source initiatives for the city of Evanston.

**Consent Agenda**

Approval of Minutes of the Regular City Council Meeting of June 26, 2017.  
Payroll – June 26, 2017 through July 9

**For Action**

*Approved on Consent Agenda (8-0)*

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 513.71.7330.65515 – 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)

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.
For Introduction
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

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 (6-2) Ald. Suffredin and Wilson 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. (8-0)

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

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

For Action
Item taken off consent agenda.
Failed (3-5) Ald. Suffredin, Rainey, Fleming, Wilson, and Rue voted No.

Call of the Wards
Ward 1:  No report  Watch
Ward 2:  No report  Watch
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 commision to draft & review a policy regarding seawalls on the lakefront.  Watch
Ward 4:  Alderman Wilson reminds constituents of meeting tomorrow night with the mayor at the New Saloon at 7:00pm.  Watch
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.  Watch
Ward 6:  Alderman Suffredin request CFO Lyons provide an update on taxes exempt property assessment.  Watch
Ward 7:  No report  Watch
Ward 8:  Alderman Rainey comments on drone ordinance.  Watch
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).  Watch

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, September 6th, 2017
7:00 pm

Present:
Alderman Braithwaite       Alderman Revelle
Alderman Wynne             Alderman Rainey
Alderman Wilson            Alderman Fleming
Alderman Suffredin

(7)

Absent:
Alderman Rue Simmons       Alderman Fiske

Presiding: Mayor Stephen Hagerty
Mayor’s Public Announcements

None

City Manager’s Public Announcements

None

City Clerk’s Communications

None

Public Comment

None

Adjournment

Mayor Hagerty called a voice vote to convene into Executive Session, and by unanimous vote the meeting was moved into Executive Session.
AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN BRAITHWAITE, CHAIR

II. APPROVAL OF MINUTES OF REGULAR MEETING OF SEPTEMBER 11, 2017

III. ITEMS FOR CONSIDERATION

(A1) Payroll – August 21, 2017 through September 3, 2017 $ 2,808,524.51

(A2) Bills List – September 12, 2017 $ 4,415,588.36
Credit Card Activity – Period Ending July 31, 2017 $ 214,653.76

For Action

(A3.1) Single Source Purchase of two (2) Genetec License Plate Recognition Systems from Federal Signal Corporation
Staff recommends approval of the Single Source purchase of two (2) Genetec License Plate Recognition systems from Federal Signal Corporation (2645 Federal Signal Drive, University Park, IL 60484) for the Administrative Services Department in the amount of $85,500. Funding will be from the Parking Fund (Account 505.19.7005.65515), with a budget of $3,020,000 and a YTD balance of $412,759.25.

For Action
(A3.2) **Purchase of Police Body Worn Camera Integration System from Axon Enterprise, Inc.**
Staff recommends the City Council authorize the City Manager to execute a five-year contract for an integrated police body worn, in-car and investigative interview room camera system and conductive electric weapons (CEW) with Axon Enterprise, Inc. formerly known as Taser International (17800 N. 8th Street, Scottsdale, AZ. 85255). The total cost of the five-year contract after grant reimbursement will be $1,145,973.26. Funding for this program will be provided from the Capital Improvement Fund - Project Number 117002 (Account 415.40.4116.65515) with a budgeted amount of $525,000, for 2017, 2018, and a portion of 2019. The total amount is allocated as follows: $325,000 from 2015 G.O. Bonds (carryover) and $200,000 from 2016 G.O. Bonds (carryover). For the remainder of 2019, 2020, and 2021, the annual cost will be paid through Police Department funding in account 100.22.2210.62509.

**For Action**

(A3.3) **Single Audit for Fiscal Year 2016**
Staff recommends City Council review and place on file the Single Audit report for the fiscal year ending December 31, 2016.

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

(A3.4) **Approval of Request for Proposal for Construction Management Services at Robert Crown Community Center, Ice Complex and Library**
Staff recommends City Council approve the release of a Request for Proposal (RFP) for construction management services for the Robert Crown Community Center, Ice Complex and Library Project. No Funding is required to release the RFP. Funding for Construction Management and construction costs will be provided from General Obligation Bonds and expenses will be tracked in the Capital Improvements Fund.

**For Action**

(A3.5) **Approval of Schematic Design for the Robert Crown Community Center**
Staff recommends City Council approve the schematic design for the Robert Crown Community Center, Ice Complex and Library Project. No funding is required for this approval. Funding for design and construction costs will be provided from General Obligation Bonds and expenses will be tracked in the Capital Improvements Fund.

**For Action**

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(A3.6) Contract Amendment No. 1 for Architectural Services at Robert Crown Community Center with Woodhouse Tinucci Architects, LLC
Staff recommends City Council authorize the City Manager to amend an existing architectural services contract for design development and construction document services for the Robert Crown Community Center, Ice Complex and Library Project (RFP No. 16-61) with Woodhouse Tinucci Architects LLC, (230 W. Superior Street, 6th Floor, Chicago, Illinois 60654), in the amount of $1,632,833.00. This amendment will modify the existing agreement from $514,000.00 to $2,146,833.00 and extend the existing contract deadline from June 30, 2017 to June 30, 2018. Funding will be provided from General Obligation Bonds and expenses will be tracked in the Capital Improvements Fund, Accounts 415.40.4116.62145 – 616017, 415.40.4117.62145 – 616017 and 415.40.4118.62145 – 616017(pending)). Friends of Robert Crown have also committed to funding a portion of this phase of the project and currently have approximately $1.5 million in received funds. This alternative will be more clearly identified in the final 2018 Adopted Budget.

For Action

(A3.7) Contract Extension with Community Counselling Services Co., LLC for Consulting Services
Staff and Friends of Robert Crown recommend that City Council authorize the City Manager to execute a third contract extension of three months for the period of October through December 2017 for consulting services with Community Counselling Services Co., LLC (CCS) located at 155 North Wacker, Suite 1790, Chicago, Illinois 60606 at a total cost of $96,000 a $1,500 reduction from the previous quarter. Funding will be from FY 2017 Capital Improvements Fund – Robert Crown Project Budget (Account 415.40.4117.65515), with a $1.5 Million budget. $497,000 in architect fees has been approved and $291,500 in previous expenses to CCS, which provides a net balance of $713,000. This balance does not include the proposed acceptance of the Woodhouse Tinucci Architectural contract also included in this agenda.

For Action

(A3.8) Termination of Smithereen Pest Management Services Contract
Staff recommends the termination of the current contract between the City of Evanston and Smithereen Pest Management Services. The termination request is due to unmet contractual requirements. Staff is recommending hiring another rodent control company to replace Smithereen until the end of the 2017 calendar year.

For Action
(A3.9) **Change Order No. 2 with Copenhaver Construction for the Fountain Square Renovation Project**

Staff recommends City Council authorize the City Manager to execute Change Order No. 2 for the Fountain Square Renovation Project (Bid No. 17-05), which modifies the project’s completion deadline for portions of the fountain and memorial work to May 1, 2018. There is no cost increase associated with this change order.

**For Action**

(A3.10) **Contract with Alvarez, Inc. for Stump Removal**

Staff recommends that City Council authorize the City Manager to execute a contract for the removal of stumps from City parkways to the low bidder, Alvarez, Inc., (Barrington, IL), in the amount of $34,920.41. Funding for this project is included in the FY 2017 General Fund (Account 100.40.4320.62385). The adopted 2017 Fiscal Year Budget allocated $75,000 to this account, which has a current balance of $59,525.

**For Action**

(A3.11) **Contract Award to Groot Industries, Inc. for Residential Refuse Collection**

Staff recommends that City Council 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. Staff also recommends the award of a waste characterization study to Groot Industries, Inc. (2500 Landmeier Rd, Elk Grove Village, IL) in the amount of $8,800.00 for a study to be completed within 12-months of contract award. 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**
(A3.12) Contract Award to Lakeshore Recycling Systems for Condo Refuse Collection
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 of $6.25 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

(A3.13) Contract Award to Lakeshore Recycling Systems for Yard Waste and Food Scrap Collection
Staff recommends that City Council 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. Staff also recommends the award of a waste characterization study to Lakeshore Recycling Systems (6132 W. Oakton Street, Morton Grove, IL) in the amount of $1,900.00 for a study to be completed within 12-months of contract award. 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

(A3.14) Solid Waste Fund Analysis
Staff recommends that City Council continue discussion on suggested sanitation service charge amendments and provide direction.

For Action

(A4) Resolution 73-R-17, Authorizing the Settlement of all Litigation and Claims with Trinette Lark, Bria Diaz, and Prince Ford
Staff recommends City Council adoption of Resolution 73-R-17 authorizing the City of Evanston execute a settlement agreement in Trinette Lark, et al. v. City of Evanston, et al. (Case No. 16-cv-04630).

For Action
(A5) **Resolution 75-R-17, Authorizing the City Manager to Execute an Amendment to the Commercial Lease of City-Owned Property at 1804 Maple Avenue with PharmaCann, LLC**

Staff recommends City Council adopt Resolution 75-R-17 authorizing the City Manager to execute an amendment to lease agreement with PharmaCann, LLC for the city owned property at 1804 Maple Avenue. Because of the uncertainty associated with the State of Illinois pilot program, PharmaCann is seeking to amend the first extension option from three years to one year and keep the second extension option the same (three years). If the amendment is approved, the lease will expire on December 31, 2018 instead of December 31, 2020.

**For Action**

(A6) **Resolution 74-R-17, Authorizing the City Manager to Execute a Lease Agreement with Northwest Center Against Sexual Abuse for Commercial Office Space at the Civic Center**

Staff requests City Council adopt Resolution 74-R-17, authorizing the City Manager to negotiate the lease renewal with Northwest Center Against Sexual Abuse (NWCASA) for office space in the Lorraine H. Morton Civic Center at the monthly rental rate of $550.00 for an annual rent of $6,600.

**For Action**

(A7) **Ordinance 98-O-17, Amending City Code Section 9-1-5 “Police Powers”**

Staff recommends City Council adoption of Ordinance 98-O-17, which will bring the City Code into closer compliance with the Illinois Municipal Code by specifying police powers in the City are reposed with the Police Chief and sworn members of the Evanston Police Department. **Staff recommends suspension of the rules for Introduction and Action at the September 25, 2017 City Council meeting.**

**For Introduction and Action**

(A8) **Ordinance 95-O-17, Establishing a New Wholesale Water Rate for the Village of Skokie, Illinois**

Staff recommends City Council adoption of Ordinance 95-O-17 establishing a new wholesale water rate of $2.06 per 1,000 gallons for the Village of Skokie effective for all water supplied to Skokie as of 12:00 a.m. October 1, 2017. **Staff recommends suspension of the rules for Introduction and Action at the September 25, 2017 City Council meeting.**

**For Introduction and Action**

(A9) **Ordinance 101-O-17, Amending the City Code to Establish a 3-Way Stop Control at the Intersection of Simpson Street and Dodge Avenue**

Staff recommends adoption of Ordinance 101-O-17 by which the City Council would amend Section 10-11-5(C), Schedule V(C) of the City Code to establish a 3-Way Stop Control at the intersection of Simpson Street and Dodge Avenue. The estimated cost to install two additional stop signs is $150.00. Funding will be through the General Fund-Traffic Control Supplies (Account 100.40.4520.65115), with a FY 2017 budget of $50,000, and a YTD balance of $10,243.78.

**For Introduction**
(A10) **Ordinance 90-O-17, Amending City Code Section 10-11-8 “Parking Prohibited at All Times” to Delete the South Side of Central Street Bridge from the Schedule to Allow Parking on that Side of the Bridge**

Staff recommends that City Council adopt Ordinance 90-O-17 amending the City Code Section 10-11-18, Schedule VIII to eliminate the portion of the Code that prohibits parking on the Central Street Bridge therefore allowing vehicles to park on south side of Central Street Bridge. **Alderman Revelle recommends suspension of the rules for Introduction and Action at the September 25, 2017 City Council meeting.**

**For Introduction and Action**

(A11) **Ordinance 96-O-17, Amending City Code 8-4-12 to Establish a Fee for a Recycling Program for Multi-family Apartment Building with 6-Units or Greater**

Staff recommends that City Council adopt Ordinance 96-O-17, amending City Code Section 8-4-12 “Imposition of Sanitation Service Charges” to Add a Fee for Recyclable Materials at Multi-family Apartments 6 Units or Greater. The proposed fee would be $1.85 per unit per month and be imposed beginning January 1, 2019.

**For Introduction**

(A12) **Ordinance 81-O-17, Ordinance 81-O-17, Authorizing the City Manager to Execute a Sale Contract for City Owned Real Property located at 2005 Grey Avenue to Evanston Township High School District No. 202**

Staff recommends approval of Ordinance 81-O-17 authorizing the City Manager to execute a sale contract for City-owned real property located at 2005 Grey Avenue to Evanston Township High School District No. 202 ("ETHS") for affordable housing. A two-thirds majority is required for adoption of this ordinance. **Staff recommends suspension of the rules for Introduction and Action at the September 25, 2017 City Council meeting.**

**For Introduction and Action**

IV. **ITEMS FOR DISCUSSION**

(APW1) **Ex-Offender Hiring Policy**

Staff recommends that the City Council review and discuss the criteria for hiring ex-offenders as City employees.

**For Discussion**

(APW2) **Role of Residency for City Employees**

Staff recommends that the City Council review, discuss and provide guidance in the role residency should have in City employment.

**For Discussion**
(APW3) Water Shut-Off for Non-Payment Follow-Up
Staff recommends the City Council review and discuss this follow-up report regarding the water shut-off for non-payment process implemented by the City of Evanston, and provide direction for next steps.
For Discussion

(APW4) Library Capital Improvements Plan
Staff recommends Council discussion of Library Capital Improvements Plan for main library renovation to be presented on September 25, 2017 at the Administration and Public Works Committee meeting.
For Discussion

V. COMMUNICATIONS

VI. ADJOURNMENT
I. DECLARATION OF A QUORUM: ALDERMAN BRAITHWAITE, CHAIR
A quorum being present, Ald. Braithwaite called the meeting to order at 6:11 p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF AUGUST 14, 2017
Ald. Rainey moved to accept the Minutes of August 14, 2017 A&PW meeting as submitted, seconded by Ald. Suffredin.

The Minutes of the August 14, 2017 A&PW meeting were approved unanimously 5-0.

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

Ald. Rainey requested to view the Presence Behavioral Health contract in reference to the advanced payments listed on page 7. City Manager Bobkiewicz explained that the City has a month-to-month contract with Presence. They receive a total of 12 payments per year.
The Committee voted 5-0 to approve the bills.

(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
Ald. Suffredin moved to recommend City Council authorize the City Manager to execute contract extension #1 for the Armored Car Services to Dunbar Armored, Inc., in an estimated fourth year amount of $84,611.67, seconded by Ald. Rainey.

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

(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
Ald. Rue Simmons moved to recommend 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 in the amount of $339,459.00, seconded by Ald. Rainey.

At Ald. Fleming’s inquiry, Public Works Agency (PWA) Director Stoneback explained Kenny Construction requested a MWEBE waiver because the project requires specialized work with no opportunity for subcontracting. Kenny Construction currently has Evanston residents on the payroll, but will not add additional LEP residents.

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

(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
Ald. Fleming moved to recommend City Council authorize the City Manager to execute Change Order No. 2 for the Water Treatment Plant Reliability Improvements Project with Thieman Construction, Inc. (“TCI”) in the amount of $7,110.00 for safety modification to shorewell ladders increasing the total contract amount from $1,282,611.00 to $1,289,721.00, and extend the date of final completion from October 29, 2017 to November 17, 2017, seconded by Ald. Rainey.

The Committee voted unanimously 5-0 to approve the change order.

(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
Ald. Rainey moved to recommend 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 in the amount of $65,000.00 increasing the total contract amount from $118,250.00 to $183,250.00, seconded by Ald. Rue Simmons.

The Committee voted unanimously 5-0 to approve the change order.

(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 FY 2017 budget of $2,500,000.

For Action
Ald. Fleming moved to recommend the Committee hold items A3.5 through A3.10 until the September 25, 2017 meeting pending community input, seconded by Ald. Rue Simmons.

PWA Director Stoneback asked the Committee to please hold Items A3.5 through A3.10 for review and more discussion from City Council and the community. He requested that existing and proposed contracts be awarded at the September 25, 2017 meeting. The current contracts expire November 1, 2017. He asked for Council direction regarding potential rates to create the necessary ordinances for the next meeting.

The Committee voted unanimously 5-0 to hold items A3.5 through A3.10.

(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
Ald. Fleming moved to recommend the Committee hold items A3.5 through A3.10 until the September 25, 2017 meeting pending community input, seconded by Ald. Rue Simmons.

The Committee voted unanimously 5-0 to hold items A3.5 through A3.10.

(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
Ald. Fleming moved to recommend the Committee hold items A3.5 through
A3.10 until the September 25, 2017 meeting pending community input,
seconded by Ald. Rue Simmons.

The Committee voted unanimously 5-0 to hold items A3.5 through A3.10.

(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
Ald. Fleming moved to recommend the Committee hold items A3.5 through
A3.10 until the September 25, 2017 meeting pending community input,
seconded by Ald. Rue Simmons.

PUBLIC COMMENT
Erlene Howard of Collective Resource is eager to move forward with a 32 gallon
tote service for condominiums and restaurants in Evanston. She inquired about a
discussion of offering a residential 5 gallon bucket service for food scrap
collection.

PWA Director Stoneback explained that the City received residential food scrap
proposals. Under Proposed yard waste contracts the low bidder has agreed to
accept food scraps into the yard waste carts for the 8 ½ months of normal yard
waste collection cycle. The City prefers not to have competing interests and
therefore did not recommend the residential service proposal to move forward.

At Ald. Fleming’s inquiry, Ms. Howard explained that her service accepts meat
and dairy, compostable, disposable paper plates. Collective Resources provides
education to the community and holds zero waste events and participates in
green fairs and balls.
At Ald. Braithwaite’s inquiry, PWA Director Stoneback confirmed that after awarding the contracts, the City will advertise the yard waste food scrap program. A 95 gallon yard waste cart is $82.50 to purchase with a $25 annual fee. At Ald. Fleming’s inquiry, PWA Director Stoneback will hold a public meeting with a presentation on September 20, 2017 at 7pm.

The Committee voted unanimously 5-0 to hold items A3.5 through A3.10.

(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
Ald. Fleming moved to recommend the Committee hold items A3.5 through A3.10 until the September 25, 2017 meeting pending community input, seconded by Ald. Rue Simmons.

The Committee voted unanimously 5-0 to hold items A3.5 through A3.10.

(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
Ald. Fleming moved to recommend the Committee hold items A3.5 through A3.10 until the September 25, 2017 meeting pending community input, seconded by Ald. Rue Simmons.

Assistant City Manager Lyons presented a Solid Waste fund analysis. This fund was created in 2011 and received a general fund subsidy. At the time the fund was created the Council opted not to raise the rates to make it self-sufficient. Each year, with the general fund subsidy included, the fund runs at a moderate surplus. There are ways to make the Solid Waste fund a self-sufficient enterprise fund in the future. Neither the Water or Sewer funds receive a subsidy.

PWA Director Stoneback recommended increasing rates to meet the 2019 price to offset the deficit in Solid Waste. It will reduce the general fund subsidy. He discussed solid waste charges in other communities. At Ald. Braithwaite’s inquiry, he provided a comparison table of the impact on water bills.

Ald. Rainey is in favor of using the General Fund to subsidize the rate increase. She suggested adding garbage collections to the tax bills because taxpayers can
deduct the expense. Ald. Fleming was concerned about the yard waste sticker fee increase on top of purchasing bags. The increase is too high and not sensitive to our population.

City Manager Bobkiewicz confirmed that additional cuts in next year’s budget are necessary to cover the revenue shortfall. The Council should be prepared to raise property taxes to cover the cost because there is no additional general fund property tax revenue. Comparison scenarios and community input will be presented at the September 25, 2017 meeting.

At Ald. Suffredin’s inquiry, City Manager Bobkiewicz explained that refuse collections in other communities vary throughout the area. Yard waste is picked up using arm collection or alley and curb pick up.

At Ald. Braithwaite’s inquiry, Bill Kenney of Lakeshore Recycling, handles 17 residential and municipal contracts. Options include back door pickup, pay-as-you-throw, curbside and subscription service.

Ald. Rainey requested a comparison of scenarios of what the fees would look like on the water bill versus the tax bill.

The Committee voted unanimously 5-0 to hold items A3.5 through A3.10.

(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
Ald. Suffredin moved to recommend City Council adoption of Resolution 72-R-17 authorizing the City Manager to execute a renewal contract with Hoffman House Catering 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 for a total program contract value projected at $38,765.00, seconded by Ald. Rainey.

The Committee voted unanimously 5-0 approval the contract.
(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

Ald. Rue Simmons moved to recommend 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, seconded by Ald. Rainey.

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

(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

Ald. Rue Simmons moved to recommend 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, seconded by Ald. Rainey.

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

(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
Ald. Braithwaite moved to recommend 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,” seconded by Ald. Rainey.

Carl Klein asked the Committee to please follow the Downtown Evanston Plan and vote no to the sale of the Library parking lot.

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

(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
Alderman Fiske recommends suspension of the rules for Introduction and Action at the September 11, 2017 City Council meeting.

For Introduction and Action
Ald. Fleming moved to recommend City Council suspends the rules and adopts Ordinance 86-O-17, reducing the speed limit from 30 MPH to 25 MPH, on Chicago Avenue between Dempster Street and Sheridan Road, seconded by Ald. Rainey.

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

(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
Ald. Rainey moved to recommend 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, seconded by Ald. Fleming.

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

(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**

Ald. Suffredin moved to recommend 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,” seconded by Ald. Fleming.

At Ald. Fleming’s inquiry, Deputy City Manager Erika Storlie will provide a schedule of fees related to booting services to the Committee. She will also look into Ald. Fleming’s request about the capability to print boot eligibility reminders on tickets as a form of notification.

Ald. Rainey supports this item. Lowering the threshold from 5 tickets to 3 makes lessens the financial burden a bit. She made a reference to the Transportation and Parking Committee to suggest signage be posted on trees in neighborhoods that tow for street cleaning at least 2 days in advance to warn of a tow away zone.

At Ald. Braithwaite’s inquiry, Assistant City Manager Lyons confirmed that the total number of tickets in final determination is 3 per household. Deputy City Manager Storlie added that the only way to track tickets in the event of the vehicle being sold is to the registered owner of the vehicle rather than the license plate.

Ald. Rainey noted that the change to three tickets in final determination is effective after the amnesty program is completed.

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

**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**

This report will be made available online with budget-related materials.

**(APW2) Northwestern University/Tax Exempt Property Analysis Update**

Staff will discuss updated analysis on Northwestern University’s tax exempt properties.

**For Discussion**
This report will be made available online with budget-related materials.

(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
This discussion item will be held in Committee until the September 25, 2017 meeting.

V. COMMUNICATIONS

VI. ADJOURNMENT
Ald. Rainey moved to adjourn the meeting at 7:15pm.
Memorandum

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

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

Subject: City of Evanston Payroll and Bills

Date: September 19, 2017

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

Summary:
Payroll – August 21, 2017 through September 3, 2017 $ 2,808,524.51
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – Sept 12, 2017 $ 4,415,588.36
General Fund Amount – Bills list $  991,275.17
General Fund Amount – Supplemental list $  960.00
General Fund Total: $  992,235.17

TOTAL AMOUNT OF BILLS LIST & PAYROLL $ 7,224,112.87

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

Credit Card Activity – Period Ending July 31, 2017 $ 214,653.76

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

#### BILLS LIST

**PERIOD ENDING 09.26.2017**

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<th>Account Group</th>
<th>Description</th>
<th>Amount</th>
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<td>MEMBERSHIP</td>
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<td>64540 AT &amp; T MOBILITY</td>
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<td>LIGHT POLE BANNERS FOR HISPANIC HERITAGE MONTH</td>
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<td>62205 EVANSTON ROUNDTABLE LLC</td>
<td>BUDGET MEETING AD</td>
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<td>62490 LATINO RESOURCES</td>
<td>HISPANIC HERITAGE MONTH APPAREL REIMBURSEMENT</td>
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**3080 BEACHES Total**

**3095 CROWN ICE RINK**

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**3095 CROWN ICE RINK Total**

**3100 SPORTS LEAGUES**

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<td>HALLORAN &amp; YAUCH, INC.</td>
<td>REPAIR OF IRRIGATION SYSTEM JAMES PARK</td>
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<td>SITEONE LANDSCAPE SUPPLY</td>
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**3100 SPORTS LEAGUES Total**

**3215 YOUTH ENGAGEMENT DIVISION**

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<td>MEGAW YMCA</td>
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<td>LB&amp;S ENTERPRISES CAFE DBA YOFRESH YOGURT CAFE</td>
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**3215 YOUTH ENGAGEMENT DIVISION Total**

**3225 GIBBS-MORRISON CULTURAL CENTER**

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<th>Account Number</th>
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**3225 GIBBS-MORRISON CULTURAL CENTER Total**

**3605 ECOLOGY CENTER**

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<td>STREETS ALIVE BANNERS</td>
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**3605 ECOLOGY CENTER Total**

**3710 NOYES CULTURAL ARTS CENTER**

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<tr>
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**3710 NOYES CULTURAL ARTS CENTER Total**

**3720 CULTURAL ARTS PROGRAMS**

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**3720 CULTURAL ARTS PROGRAMS Total**

**3806 CIVIC CENTER SERVICES**

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**3806 CIVIC CENTER SERVICES Total**

**4105 PUBLIC WORKS AGENCY ADMIN**

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**4105 PUBLIC WORKS AGENCY ADMIN Total**

**TOTAL**

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**3055 LEVY CENTER SENIOR SERVICES Total**

**3080 BEACHES Total**

**3095 CROWN ICE RINK Total**

**3100 SPORTS LEAGUES Total**

**3215 YOUTH ENGAGEMENT DIVISION Total**

**3225 GIBBS-MORRISON CULTURAL CENTER Total**

**3605 ECOLOGY CENTER Total**

**3710 NOYES CULTURAL ARTS CENTER Total**

**3720 CULTURAL ARTS PROGRAMS Total**

**3806 CIVIC CENTER SERVICES Total**

**4105 PUBLIC WORKS AGENCY ADMIN Total**

**Total**

<table>
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### 300 Washington National TIF Fund

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<tbody>
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<td>Q3 2017 LANDSCAPING AND MAINTENANCE SERVICES</td>
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### 330 Howard-Ridge TIF Fund

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<td>5860 HOWARD RIDGE TIF Total</td>
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<td>A LAMP CONCRETE CENTER SUSTAINABLE PARKING LOT BID 14-60</td>
<td>A LAMP CONCRETE CONTRACTORS, INC.</td>
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<td>STREETLIGHT MASTER PLAN</td>
<td>CHRISTOPHER B. BURKE ENGINEERING, LTD.</td>
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<td>4117 2017 GO BOND ISSUANCE</td>
<td>SHERIDAN RD-CHICAGO AVE. PHASE III ENG SRVCS</td>
<td>SCHROEDER &amp; SCHROEDER INC</td>
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### 505 Parking System Fund

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<td>6450  VERIZON WIRELESS</td>
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<td>6450  VERIZON NETWORKFLEET, INC.</td>
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<td>416500 65515 SCHROEDER &amp; SCHROEDER INC</td>
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<td>417003 65515 SCHROEDER &amp; SCHROEDER INC</td>
<td>2017 ALLEY &amp; STREET IMPROVEMENTS PROJECT</td>
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### 510 Water Fund

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<td>4200  WATER PRODUCTION Total</td>
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<td>SEWER Fund</td>
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<td>FLEET SERVICES Fund</td>
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**Explanation:**
- **9,928.04** for filtrations.
- **675.78** for water other operations.
- **21,819.97** for distribution maintenance.
- **116,714.32** for the water fund total.
- **120,479.13** for water depre imprv & extension fund.
- **20,231.37** for the sewer fund total.
- **245,944.77** for the solid waste fund total.
- **245,944.77** for fleet services fund.
- **123.72** for general support.
<table>
<thead>
<tr>
<th>Description</th>
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**7710 MAJOR MAINTENANCE Total**

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**Grand Total**

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## CITY OF EVANSTON

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**PERIOD ENDING 09.26.2017**

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**PREPARED BY**

__________________________

DATE_____________________

**REVIEWED BY**

__________________________

DATE_____________________

**APPROVED BY**

__________________________

DATE_____________________

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58 of 594
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<td>DMI: DEL HIGHER EDUC</td>
<td>$1,303.15</td>
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<td>LAPTOP PURCHASE MARYANN RAINNEY, EVANSTON P.D.</td>
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<td>AMAZON.COM AMZN.COM/B</td>
<td>$84.99</td>
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<td>CHROMEBIT COMPSTICK FOR ROOM 2403 TESTING</td>
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<td>$142.59</td>
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<td>$590.99</td>
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<td>$100.00</td>
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<td>TRANSACTION AMOUNT</td>
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<td>IPAD SMART KEYBOARD/CASE FOR MAYOR HAGERTY</td>
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<td>NATIONAL LEAGUE OF CITIES NATIONAL BLACK CITY COUNCIL ADMIN NATL LEAGUE ONLINE</td>
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<td>MEMBERSHIP DUES (REIMBURSED)</td>
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<td>07/11/2017</td>
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<td>CITY MGR'S OFF JIMMY JOHNS - 44 - MOT</td>
<td>$ 20.90</td>
<td>07/14/2017</td>
<td>62605 OTHER CHARGES</td>
<td>LUNCH FOR CITY MANAGER MEETING AT FIRE DEPT</td>
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<td>CITY MGR'S OFF PANINO'S PIZZERIA OR</td>
<td>$ 155.00</td>
<td>07/14/2017</td>
<td>62605 OTHER CHARGES</td>
<td>LUNCH FOR CITY MANAGER MEETING</td>
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<td>$ 4.99</td>
<td>07/21/2017</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>WIFI FOR WALLY BOBKIEWICZ DURING AIR TRAVEL</td>
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<td>LUNCH FOR BUDGET TEAM MEETING</td>
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<td>CITY MGR'S OFF NFBBP-ONLINE</td>
<td>$ 225.00</td>
<td>07/28/2017</td>
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<td>CITY OF EVANSTON GIGIOS</td>
<td>$ 64.35</td>
<td>07/12/2017</td>
<td>62605 TRAINING &amp; TRAVEL</td>
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<td>07/18/2017</td>
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<td>$ 154.00</td>
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<td>$ 56.00</td>
<td>07/27/2017</td>
<td>62295 TRAINING &amp; TRAVEL</td>
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<td>$ 1,357.83</td>
<td>07/09/2017</td>
<td>62210 PRINTING</td>
<td>YEARLY RESUPPLY OF PARKING DISTRICT PERMITS</td>
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<td>$ 196.10</td>
<td>07/24/2017</td>
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<td>RESUPPLY OF PARKING PASSES (STICKERS)</td>
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<td>$ 97.60</td>
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<td>CMO/ FINANCE ADMIN KELLYS CAJUN GRILL OGS</td>
<td>$ 23.13</td>
<td>07/27/2017</td>
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<td>$ 45.12</td>
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<td>$ 1.15</td>
<td>07/31/2017</td>
<td>6215 PORTAGE</td>
<td>CONFERENCE LUNCH - HARDIN AND DAVIS</td>
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<td>CMO/ FINANCE COMM ENG FACEBOOK</td>
<td>$ 20.00</td>
<td>07/03/2017</td>
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<td>BOOST FACEBOOK POSTS - FOUNTAIN SQUARE &amp; 3 FRIDAY FORECASTS</td>
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<td>PRINT 5X7&quot; CARDS FOR DISTRACTED DRIVER PROGRAM</td>
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<td>DOMAIN RENEWAL I HEART EVANSTON TREES</td>
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<td>$ 5.00</td>
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<tr>
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<td>AMAZON.COM AMZN.COM/BI</td>
<td>$30.18</td>
<td>07/13/2017</td>
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<td>07/26/2017</td>
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<td>FLY SWATTERS FOR THE FACILITY.</td>
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<tr>
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<td>$ 16.85</td>
<td>07/26/2017</td>
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<td>07/03/2017</td>
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<td>EXPENSE DESCRIPTION</td>
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<td>(125.00)</td>
<td>07/25/2017</td>
<td>65110 REC PROGRAM SUPPLIES</td>
<td>REFUND COMPETITION REGISTRATION WEBSITE</td>
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<td>MICHAELS STORES 3849</td>
<td>$ 52.15</td>
<td>07/26/2017</td>
<td>65110 REC PROGRAM SUPPLIES</td>
<td>CAMP SHOW PROPS</td>
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<td>$ 76.14</td>
<td>07/27/2017</td>
<td>65110 REC PROGRAM SUPPLIES</td>
<td>CAMP SHOW PROPS / MATERIALS</td>
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<td>GFS STORE #1915</td>
<td>$ 937.76</td>
<td>07/28/2017</td>
<td>56025 FOOD</td>
<td>FOOD AND SNACKS FOR CAMP SHOW</td>
</tr>
<tr>
<td>PRCS/RBT CROWN CNTR</td>
<td>MYSTIC WATERS FAMILY A</td>
<td>$ 456.00</td>
<td>07/31/2017</td>
<td>62507 FIELD TRIPS</td>
<td>CAMP FIELD TRIP</td>
</tr>
<tr>
<td>PRCS/RECREATION</td>
<td>THE HOME DEPOT #1902</td>
<td>$ 149.21</td>
<td>07/03/2017</td>
<td>65110 REC PROGRAM SUPPLIES</td>
<td>SUPPLIES FOR THE NOYES GALLERY</td>
</tr>
<tr>
<td>PRCS/RECREATION</td>
<td>AMAZON.COM-AMZN.COM/BI</td>
<td>$ 121.68</td>
<td>07/03/2017</td>
<td>65110 REC PROGRAM SUPPLIES</td>
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<td>PRCS/RECREATION</td>
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<td>$ 41.58</td>
<td>07/03/2017</td>
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<td>$ 76.00</td>
<td>07/31/2017</td>
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</tr>
<tr>
<td>PRCS/RECREATION</td>
<td>OFFICE DEPOT #510</td>
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<td>07/03/2017</td>
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<td>PURCHASE TO REPLACE STOLEN EQUIPMENT - INCORRECT CHARGE WITH TAX</td>
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<td>PRCS/RECREATION</td>
<td>OFFICE DEPOT #510</td>
<td>$ 211.43</td>
<td>07/03/2017</td>
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<tr>
<td>PRCS/RECREATION</td>
<td>THE HOME DEPOT #1902</td>
<td>$ 199.13</td>
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<td>SUPPLIES FOR THE FARMERS' MARKET</td>
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<td>PRCS/RECREATION</td>
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<td>$ 56.93</td>
<td>07/03/2017</td>
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<td>07/03/2017</td>
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<td>PRCS/RECREATION</td>
<td>BLICK ART 800-447 1992</td>
<td>$ 5.75</td>
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<tr>
<td>PRCS/RECREATION</td>
<td><a href="http://WWW.NEWEGG.COM">WWW.NEWEGG.COM</a></td>
<td>$ 188.99</td>
<td>07/04/2017</td>
<td>65110 REC PROGRAM SUPPLIES</td>
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<td>$ 3.99</td>
<td>07/04/2017</td>
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<td>ICE FOR CAMP</td>
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<tr>
<td>PRCS/RECREATION</td>
<td>AMAZON.COM</td>
<td>$ 63.96</td>
<td>07/04/2017</td>
<td>65125 OTHER COMMODITIES</td>
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<td>MARIANOS 00058381</td>
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<td>MURRAYS SPORTS</td>
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<td>$ 75.21</td>
<td>07/05/2017</td>
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<td>MENARDS MORTON GROVE I</td>
<td>$ 17.32</td>
<td>07/05/2017</td>
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<td>SUPPLIES FOR TRUCK TO TABLE EVENT AT THE FARMERS' MARKET</td>
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<td>56025 FOOD</td>
<td>LUNCH MEETING WITH LEADERSHIP STAFF TO DISCUSS BUDGET CUTS</td>
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<td>07/06/2017</td>
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<td>$ 331.57</td>
<td>07/06/2017</td>
<td>62490 OTHER PROGRAM COSTS</td>
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<td>LEMOI ACE HARDWARE</td>
<td>$ 2.99</td>
<td>07/06/2017</td>
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<td>THERMOMETER FOR EPI-PEN COOLER</td>
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<td>07/07/2017</td>
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<td>CHAIRS AND TOYS FOR CAMP</td>
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<td>07/07/2017</td>
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<td>PRCS/RECREATION</td>
<td>ALPHACARD</td>
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<td>07/07/2017</td>
<td>56025 FIELD TRIPS</td>
<td>SUPPLIES FOR EVANSTON BENEFIT CARD PROGRAM</td>
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<td>SCU SQ BLANCHARD COMM</td>
<td>$ 457.00</td>
<td>07/07/2017</td>
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<td>07/10/2017</td>
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<td>837 - BRUNSWICK ZONE -</td>
<td>$ 128.00</td>
<td>07/10/2017</td>
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<td>LANE RENTAL FEE FOR BOWLING PROGRAM</td>
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<td>PRCS/RECREATION</td>
<td>CIRCLE GRAPHICS 012868</td>
<td>$ 890.00</td>
<td>07/10/2017</td>
<td>56025 FURNITURES AND FIXTURES</td>
<td>LETTERING LOGO FOR LET'S PLAY TRAILER</td>
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<td>REPORTS TO INTERMEDIATE</td>
<td>MERCHANT NAME</td>
<td>TRANSACTION AMOUNT</td>
<td>POSTING DATE</td>
<td>COST ALLOCATION - EXPENSE OBJECT</td>
<td>EXPENSE DESCRIPTION</td>
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<tr>
<td>PRCS/RECREATION</td>
<td>WORTHINGTON DIRECT INC</td>
<td>$ 2,051.71</td>
<td>07/10/2017</td>
<td>65095 OFFICE SUPPLIES</td>
<td>MESSAGE BOARDS TO INSTALL IN CERTAIN PARKS</td>
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<td>07/10/2017</td>
<td>65040 JANITORIAL SUPPLIES</td>
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<td>PRCS/RECREATION</td>
<td>AMPLI VOX SOUND SYSTEMS</td>
<td>$ 10.00</td>
<td>07/10/2017</td>
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<td>JEWEL #3428</td>
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<td>07/10/2017</td>
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<td>07/10/2017</td>
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<td>MICHAELS STORES 3849</td>
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<td>07/11/2017</td>
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<td>07/11/2017</td>
<td>65110 REC PROGRAM SUPPLIES</td>
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<td>AMAZON.COM</td>
<td>$ 67.61</td>
<td>07/11/2017</td>
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<td>PRCS/RECREATION</td>
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<td>$ 226.00</td>
<td>07/11/2017</td>
<td>62375 RENTALS</td>
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<td>$ 25.95</td>
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<td>JIMMY JOHNS - 44 - MOT</td>
<td>$ 100.49</td>
<td>07/12/2017</td>
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<td>$ 37.96</td>
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<td>DECORATIVE ITEMS FOR CITY EVENT-JAZZ SOUL NIGHT AT GIBBS</td>
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<td>TRADER JOE'S #702 OPS</td>
<td>$ 52.92</td>
<td>07/13/2017</td>
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<td>FOOD FOR STAFF ON SITE WORLD ARTS &amp; MUSIC FESTIVAL ARTIST CHECK IN</td>
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<td>PRCS/RECREATION</td>
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<td>07/13/2017</td>
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<td>SNACKS FOR CAMP</td>
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<td>PRCS/RECREATION</td>
<td>ONLINEFABRICSTORE.NET</td>
<td>$ 183.15</td>
<td>07/13/2017</td>
<td>65110 REC PROGRAM SUPPLIES</td>
<td>SUPPLIES FOR THE WORLD ARTS &amp; MUSIC FESTIVAL</td>
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<td>FEDEXOFFICE 00036953</td>
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<td>07/14/2017</td>
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<td>$ 34.04</td>
<td>07/17/2017</td>
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<td>FOOD FOR STAFF ON SITE WORLD ARTS &amp; MUSIC FESTIVAL ARTIST CHECK IN</td>
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<td>PRCS/RECREATION</td>
<td>TASTY SUB</td>
<td>$ 65.00</td>
<td>07/17/2017</td>
<td>65025 FOOD</td>
<td>FOOD FOR THE EVENT AT GIBBS</td>
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<tr>
<td>PRCS/RECREATION</td>
<td>VALLI PRODUCE</td>
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<td>07/17/2017</td>
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<td>837 - BRUNSWICK ZONE -</td>
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<td>LANE RENTAL FEE FOR BOWLING PROGRAM</td>
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<td>THE HOME DEPOT #1902</td>
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<td>07/17/2017</td>
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<td>MATERIALS FOR PAINTING</td>
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<td>07/17/2017</td>
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<td>VALLI PRODUCE</td>
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<td>65025 FOOD</td>
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<td>JEWEL #3428</td>
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<td>LEMOI ACE HARDWARE</td>
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<td>07/17/2017</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
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<td>07/18/2017</td>
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<td>CRAFT SUPPLIES FOR THE WORLD ARTS &amp; MUSIC FESTIVAL</td>
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<td>INT IN EVANSTON ORGAN</td>
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<td>65050 LANDSCAPE MATERIALS</td>
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<td>07/20/2017</td>
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<td>$95.11</td>
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<td>TRANSACTION AMOUNT</td>
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<td>WINSER USA</td>
<td>$ 44.15</td>
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<td>MINOR TOOLS</td>
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<td>$ 257.00</td>
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<td>YEARLY MEMBERSHIP FOR RECYCLING SUPERVISOR</td>
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<td>PUBLIC WORKS/ ENVIR SVCS</td>
<td>LEMOI ACE HARDWARE</td>
<td>$ 9.99</td>
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<td>65085 MINOR EQUIP &amp; TOOLS</td>
<td>SANDING</td>
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<td>$ 360.00</td>
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<td>SAND MIX</td>
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<td>RUSSO POWER - SCHILLER</td>
<td>$ 323.99</td>
<td>07/25/2017</td>
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<td>AMERICAN PUBLIC WORKS</td>
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<td>HAROLD'S TRUE VALUE HD</td>
<td>$ 22.36</td>
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<td>FEDEXOFFICE 00036053</td>
<td>$ 382.80</td>
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<td>EVANSTON RECYCLES EVENT SIGN</td>
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<td>SARPINS PIZZA OF EVAN</td>
<td>$ 151.76</td>
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<td>PIZZA FOR STAFF AT EVANSTON RECYCLES EVENT</td>
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<td>LAB DEVELOPMENT</td>
<td>$ 2,400.00</td>
<td>07/25/2017</td>
<td>62145 ENGINEERING SERVICES</td>
<td>STREET LIGHT MATERIAL FOR PWA VEHICLES</td>
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<td>PUBLIC WORKS/ ENVIR SVCS</td>
<td>JEWEL #3456</td>
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<td>07/26/2017</td>
<td>62245 TRAINING &amp; TRAVEL</td>
<td>WALL MEETING</td>
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<td>DD/BR #352355 Q</td>
<td>$ 56.97</td>
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<td>$ 447.96</td>
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<td>STREET LIGHT BALLAST KITS</td>
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<td>$ 504.90</td>
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<td>PETRI DISHES FOR MEMBRANE FILTER</td>
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<td>PIPE FLANGES</td>
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<td>PIPE FITTINGS</td>
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<td>LIGHT FIXTURES</td>
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<td>$ 467.29</td>
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<tr>
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<td>BEVERAGES FOR BOTH DAYS OF CMSM TRAINING</td>
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<td>$ 57.40</td>
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<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
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<td>ABOLOX LLC</td>
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<td>$ 224.13</td>
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<td>65050 BUILDING MAINTENANCE MATERIAL</td>
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<td>$ 214,653.76</td>
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To: Honorable Mayor and Members of the City Council  
Administration and Public Works Committee  

From: Erika Storlie, Deputy City Manager/Administrative Services Director  
Jill Velan, Parking Manager  

Subject: Approval of the Single Source Purchase of two (2) Genetec License Plate Recognition Systems  

Date: September 15, 2017  

Recommended Action:  
Staff recommends approval of the Single Source purchase of two (2) Genetec License Plate Recognition (LPR) systems from Federal Signal Corporation (2645 Federal Signal Drive, University Park, IL 60484) for the Administrative Services Department in the amount of $85,500.  

Funding Source:  
Funding will be from the Parking Fund (Account 505.19.7005.65515), with a budget of $3,020,000 and a YTD balance of $412,759.25.  

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

Summary:  
In 2012 the City purchased two (2) Genetec LPR systems to allow for faster and safer parking enforcement operations. The LPR system is very beneficial to enforcement officers for wheel tax and two (2) hour time limit enforcement, as well as for the other parking enforcement activities. In 2015 an additional system was added to the Parking Enforcement Fleet. With this purchase the Parking Division will now have 5 of their 10 vehicles outfitted with the LPR technology. The purchase price includes laptops and installation.  

In order to continue improving efficiencies and prepare for the addition of digital residential and parking lot permits in 2018, it is recommended that two (2) additional Genetec License Plate Recognition (LPR) systems be added. The conversion to digital permits, much like the conversion to stickerless wheel tax will be easier to enforce via LPR and easier for residents to manage. Having the additional LPR systems will allow the enforcement officer to cover more area of the city per shift. Also, the LPR system
makes it much safer for officers to enforce two hour time limits as they do not need to physically walk among the cars and traffic to chalk tires. The LPR system “chalks” the tires electronically by comparing license plates at different points in time.

The systems will be installed on a recently purchased Ford Escapes that were approved by the City Council in July 2017. The proposed system will be programmed as currently designed for parking enforcement.

Attachments:
Genetec Proposal
**Project Name:** Evanston 2-OT Systems

**Presented To:**
Evanson
Rickey Voss, Revenue Parking Division Manager
2100 Ridge Ave
Evanston, IL 60201
USA

Phone 847-448-8292
Email rvoss@cityofevanston.org

**Quote Number** SSGQ24612
**Date** 06/30/2017
**Expiration Date** 11/22/2017

**Your Sales Rep**
Mike O’Brien
Enterprise Sales Manager
Phone (708) 465-0812
Fax mobrien@fedsig.com

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<td>S-AU-K-O2XS-850</td>
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<td>S-AU-M-OFFLINEM AP-NA</td>
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<td>$475.00</td>
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<td>S-ADV-LPR-M-1Y</td>
<td>Genetec Advantage 1 AutoVu mobile system connection to Security Center - 1 Year</td>
<td>$190.00</td>
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<td>TK-IO-CUSTINS</td>
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<td>$3,800.00</td>
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**SubTotal** $85,500.00

**OPTIONAL EXTENDED WARRANTYS**

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<td>Extended Warranty for AU-K-OXX kit with Advance Replacement coverage - Total warranty coverage of 2 Years when pre-paid at time of system purchase (one year included in the selling price for return and repair, plus update to advanced replacement plan and ONE (1) additional years). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Bing license renewal. Does not cover in-vehicle PC. (Optional)</td>
<td>$5,557.50</td>
<td>$11,115.00</td>
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<td>$9,880.00</td>
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**Total Solutions**
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<td>$13,898.50</td>
<td>$27,797.00</td>
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<td>S-AU-K-OXX-EWAS-P5</td>
<td>Extended Warranty for AU-K-OXX kit with Advance Replacement coverage - Total warranty coverage of 5 Years when pre-paid at time of system purchase (one year included in the selling price for return and repair, plus update to advanced replacement plan and four (4) additional years). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Bing license renewal. Does not cover in-vehicle PC. (Optional)</td>
<td>$17,290.00</td>
<td>$34,580.00</td>
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<td>Extended Warranty for AU-K-OXX kit with Return and Repair coverage - Total warranty coverage of 2 Years when pre-paid at time of system purchase (one year included in the selling price and one (1) additional year). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Bing license renewal. Does not cover in-vehicle PC (Optional)</td>
<td>$4,531.50</td>
<td>$9,063.00</td>
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<td>Extended Warranty for AU-K-OXX kit with Return and Repair coverage - Total warranty coverage of 3 Years when pre-paid at time of system purchase (one year included in the selling price and TWO (2) additional year). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Bing license renewal. Does not cover in vehicle PC (Optional)</td>
<td>$8,056.00</td>
<td>$16,112.00</td>
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<td>Extended Warranty for AU-K-OXX kit with Return and Repair coverage - Total warranty coverage of 4 Years when pre-paid at time of system purchase (one year included in the selling price and three (3) additional years). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Bing license renewal. Does not cover in-vehicle PC (Optional)</td>
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<td>Extended Warranty for AU-K-OXX kit with Return and Repair coverage - Total warranty coverage of 5 Years when prepaid at time of system purchase (one year included in the selling price and four (4) additional years). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Bing license renewal. Does not cover in-vehicle PC. (Optional)</td>
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Quote Approved by: ____________________________

Prices are firm until expiration date above unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds $50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil and poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a $385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Please make all payments payable to:

FEDERAL SIGNAL CORPORATION - ALERTING & NOTIFICATION SYSTEMS

Quote Number: SSGQ24612

Approved by: ____________________________ Date: ____________________________

FEDERAL SIGNAL CORPORATION ~ Alerting & Notification Systems
2645 Federal Signal Drive, University Park, IL 60484
800.548.7229 (F) 708.534.4874 www.alertnotification.net
Technical Support http://www.alertnotification.net/page/Tech-Support
1. DEFINITIONS. In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgement of Buyer's order; "Services" means the services identified in Seller's acknowledgment of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.

2. ORDERS; CONTRACT. All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgement of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. EFFECTIVE DATE; CANCELLATION. The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgement or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the foregoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Buyer shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the cancelled portion of the Contract calculated as follows:

- 10% - if cancelled more than 2 weeks from the Effective Date;
- 20% - if cancelled more than 4 weeks from the Effective Date;
- 40% - if cancelled more than 6 weeks from the Effective Date;
- 80% - if cancelled more than 8 weeks from the Effective Date.

4. PRICE AND PAYMENT TERMS. Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the Contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge.

5. TITLE; RISK OF LOSS. Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

6. TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

7. DELIVERY; FORCE MAJEURE. Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each
8. INSPECTION. Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller’s performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer’s receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.

9. DEDUCTIONS AND RETURNS. Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller’s prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA.

Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer’s account.

10. LIMITED WARRANTY.

NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER’S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

A. **Goods.** Subject to the foregoing, Seller’s limited warranty for any new Goods which are the subject of any Seller’s acknowledgement of Buyer’s order may be found at www.fedsig.com/sgs-warranty or may be obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to info@federalsignal.com; or by calling 708/534-3400.

B. **Services** Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.

11. REMEDIES AND LIMITATIONS OF LIABILITY. The remedies contained in the preceding paragraphs constitute the sole recourse against Seller for breach of any of Seller’s obligations under the Contract, whether of warranty or otherwise. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES NOR SHALL SELLER’S LIABILITY ON ANY CLAIM FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE GOODS OR SERVICES EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES. The term “consequential damages” shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer’s risk.

12. LIMITED INDEMNITY AGAINST INFRINGEMENT. Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller’s written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer’s sole remedy for, and Seller’s entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Buyer in connection with the manufacture or use of the Goods, Services or any component of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

14. EXPORT REGULATIONS. Buyer agrees to comply fully with all laws and regulations concerning the export of Goods from the United States.

15. INSTALLATION. In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

A. **Responsibility.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.

B. **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

C. **Installation Methods & Materials.** Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
D. **Radio Frequency Interference.** Seller is not responsible for RF transmission and reception affected by system interference beyond its control.

E. **Installation Site Approval.** Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

F. **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by Seller.

G. **Permits & Easements.** Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

H. **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.

I. **Contaminated Sites.** Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminates exist at any intended installation site.

J. **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30’ of the pole. Additional site restoration quotes are available.

K. **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

L. **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

M. **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

N. **Safety Requirements & Compliance.** Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

16. **ASSIGNMENT AND SUBCONTRACTING.** Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller’s written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

17. **DEFAULT, INSOLVENCY AND CANCELLATION.** Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

18. **SEVERABILITY.** If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

19. **NO WAIVER.** No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

20. **NOTICES.** All notices and claims in connection with the Contract must be in writing.

21. **INTEGRATION.** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.
22. GOVERNING LAW AND LIMITATIONS. The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.

23. U.N. CONVENTION. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.
For City Council Meeting of September 25, 2017  
Item A3.2  
Business of the City by Motion: Police Body Worn Camera Integration System  
For Action

Memorandum

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

From: Richard Eddington, Chief of Police  
   Jay Parrott, Deputy Chief of Police

Subject: Axon Police Body Worn Camera Integration System

Date: September 25, 2017

Recommended Action:
Staff recommends the City Council authorize the City Manager to execute a five-year contract for an integrated police body worn, in-car and investigative interview room camera system and conductive electric weapons (CEW) with Axon Enterprise, Inc. formerly known as Taser International (17800 N. 8th Street, Scottsdale, AZ 85255). The total cost of the five-year contract after grant reimbursement will be $1,145,973.26.

Funding Source:
Funding for this program will be provided from the Capital Improvement Fund - Project Number 117002 (Account 415.40.4116.65515) with a budgeted amount of $525,000, for 2017, 2018, and a portion of 2019. The total amount is allocated as follows: $325,000 from 2015 G.O. Bonds (carryover) and $200,000 from 2016 G.O. Bonds (carryover). For the remainder of 2019, 2020, and 2021, the annual cost will be paid through Police Department funding in account 100.22.2210.62509.

The total cost of the five-year contract will be $1,250,431.01. After an anticipated reimbursement of $104,457.75 through the Bureau of Justice Assistance grant in 2017, the actual expense to the City of the multi-year contract will be $1,145,973.26.

In 2017, the total amount billed will be $190,791.29, less reimbursement of $104,457.75 through the Bureau of Justice Assistance grant for an actual cost of $86,333.54. In 2018, the total amount billed will be $332,870.28. For 2019, 2020, and 2021, the annual amount billed will be $242,256.48. Included in this contract are discounts and free products and services valued at $330,573.52 including an integrated interview room audio and video recording system. All equipment will become City of Evanston Property to enable the use of General Obligation Bond Funding, and this will be clearly stated in the contract between the City and Axon Enterprise, Inc. The total value of equipment being installed is $463,985 and with installation costs this amount will exceed the
previous bond proceeds amount of $525,000. Pricing is through an existing contract, #151089, by the National Intergovernmental Purchasing Alliance, Tucson, AZ.

Livability Benefits:
Health & Safety: Prevent and reduce violence

Background:
In 2016 the Evanston Police Department was awarded a federal grant through the Department of Justice’s Bureau of Justice Assistance in partnership with Northwestern University Police. The grant awarded a budget of 120 body-worn cameras for the Evanston Police Department. The City Manager made a commitment to the Human Services Committee to have a trial phase conducted by field personnel and back-end users.

The Information Technology Division examined the storage options of the Axon system and determined that it had a robust capability to meet the needs of implementing a complement of 120 body-worn cameras. The system allows for further expansion in the future with unlimited storage and minimal involvement from the information technology staff. The system provides the extensive storage needed to comply with the Illinois Body Worn Camera (BWC) Act effective January 1, 2016 that mandated storage periods, purging requirements, and extensive battery life.

The system has the capability for personnel to share videos without the need for burning discs or using storage drives, and also an extensive ability to bundle videos for collaboration with prosecutors. The Cook County State’s Attorney’s Office is also an approved partner in utilizing the Axon technology.

On June 2, 2017 the Police Department began a trial with Axon Enterprises, Inc. The Axon system, during the trial period of approximately three months, involving nine officers and two sergeants, generated approximately 3,000 videos and consumed almost one terabyte of storage. The officer feedback was that the system is easy to use, user-friendly and allowed for the ease of compliance with the requirements for court. The system also allowed for immediate access for video review if needed. During the BWC trial, an officer was exonerated from an allegation and allowed for the approval of felony charges by the Cook County State’s Attorney’s Office that would otherwise have not been possible. The use of police body-worn cameras is becoming a best practice to reduce police complaints by citizens, accurately document the interaction with the police and increase accountability to the public.

The BWC trial was expanded to include in-car camera integration from Axon fleet cameras that allowed for additional recording of officer activity in the police vehicle. This was necessary due to a decade-old in-car system that was failing and did not have effective storage options or integration and consumed numerous man-hours to maintain. The integration of the Axon fleet system with body cameras ensures no loss or misplacement of videos and the ability to activate cameras when an officer uses their emergency equipment in the vehicle or deploys a conductive electric weapon. The
benefits of the integrated system allow for even greater accountability for field personnel than solely in-car system or BWC system.

It is recommended that the Council approve the integrated purchase from Axon under the cooperative purchasing agreement from the National Intergovernmental Purchasing Agency that the City of Evanston has previously used for cooperative purchasing. Cooperative purchasing is used in an ongoing effort to maximize cost and staff resources. Many government agencies share contracting efforts through cooperative purchasing and this practice is allowable under Illinois law for municipalities. This procurement approach increases pricing competitiveness and lowers operating costs through volume purchasing. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising staff reports, awarding, protest and administration of the contract. It is often more cost effective to eliminate the time spent and expense on these administrative processes and to purchase items and services through a cooperative purchasing agreements to complement its own contracting initiatives. Cooperative purchasing leverages internal and external resources to maximize cost savings opportunities for the City. The recommended cooperative purchase has been approved by the Bureau of Justice Assistance, Office of Justice Programs State Policy Advisor.

Attachments:
Contract Proposal from Axon Enterprise, Inc.
National IPA Contract #151089 is available with supporting documentation and 2017 pricing at: http://www.nationalipa.org/Vendors/Pages/TASER.aspx
Axon Enterprise, Inc.
Protect Life.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:

Jay Parrott
(847) 866-5054
(847) 8669686
jparrott@cityofevanston.org

Quotation
Quote: Q-110100-8
Date: 9/14/2017 3:00 PM
Quote Expiration: 9/30/2017
Contract Start Date*: 10/1/2017
Contract Term: 5 years
AX Account Number: 157469

Bill To:
Evanston Police Dept. - IL
1454 ELMWOOD AVE.
Evanston, IL 60201
US

Ship To:
Jay Parrott
Evanston Police Dept. - IL
1454 ELMWOOD AVE.
Evanston, IL 60201
US

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<th>PAYMENT METHOD</th>
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<tr>
<td>Stefan Schurman</td>
<td></td>
<td><a href="mailto:sschurman@axon.com">sschurman@axon.com</a></td>
<td>Fedex - Ground</td>
<td>Net 30</td>
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</tbody>
</table>

*Note this will vary based on the shipment date of the product.

**Axon Fleet Pre-Order**
Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Fleet. Axon Fleet will be available for delivery sometime in 2017. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.

**Axon Fleet System Compatibility**
Additional costs may be incurred by the customer related to installing or optimizing their wireless infrastructure in order to achieve the desired wireless download speeds, access point coverage, bandwidth or network stability. These costs are solely the responsibility of the customer.

Payment 1 - Body Cameras with Officer Safety Plan Due Net 30

<table>
<thead>
<tr>
<th>QTY</th>
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<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
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Payment 1 - Body Cameras with Officer Safety Plan Total Before Discounts: USD 299,140.00
Payment 1 - Body Cameras with Officer Safety Plan Discount: USD 125,119.86
Payment 1 - Body Cameras with Officer Safety Plan Net Amount Due: USD 174,020.14

Payment 1 Weapons and Accessories

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<th>QTY</th>
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Payment 1 Weapons and Accessories Total Before Discounts: USD 20,145.45
Payment 1 Weapons and Accessories Discount: USD 4,231.60
Payment 1 Weapons and Accessories Net Amount Due: USD 15,913.85

Payment 1 Fleet
Due Net 30

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<th>QTY</th>
<th>ITEM #</th>
<th>DESCRIPTION</th>
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Payment 1 Fleet Total Before Discounts: USD 199,031.25
Payment 1 Fleet Discount: USD 199,031.25
Payment 1 Fleet Net Amount Due: USD 0.00
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Payment 1 Interview Room Total Before Discounts: USD 59,968.13
Payment 1 Interview Room Discount: USD 59,968.13
Payment 1 Interview Room Net Amount Due: USD 0.00

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Spares Total Before Discounts: USD 0.00
Spares Net Amount Due: USD 0.00

<table>
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<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
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<th>NET TOTAL</th>
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<tbody>
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<td>120</td>
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<td>USD 142,560.00</td>
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<td>USD 142,560.00</td>
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<td>USD 2,808.00</td>
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<tr>
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Payment 2 - BWCs

Spares Net Amount Due: USD 0.00

Page 4 of 8
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<thead>
<tr>
<th>QTY</th>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
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<th>DISCOUNT ($)</th>
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</tr>
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<tbody>
<tr>
<td>10</td>
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<td>USD 2,760.00</td>
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<tr>
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<td>TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT</td>
<td>USD 216.00</td>
<td>USD 432.00</td>
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Payment 2 - BWCs Total Before Discounts: USD 171,240.00
Payment 2 - BWCs Net Amount Due: USD 187,084.68

Payment 2 - Fleet, CEW & Interview Room

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Payment 2 - Fleet, CEW & Interview Room Total Before Discounts: USD 79,225.60
Payment 2 - Fleet, CEW & Interview Room Net Amount Due: USD 145,785.60

Payment 3

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</tr>
<tr>
<td>120</td>
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<td>USD 142,560.00</td>
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<tr>
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<td>USD 362.88</td>
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<td>USD 700.00</td>
<td>USD 0.00</td>
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Payment 3 Total Before Discounts: USD 250,465.60  
Payment 3 Discount: USD 8,209.12  
Payment 3 Net Amount Due: USD 242,256.48

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Payment 4 Total Before Discounts: USD 248,068.00  
Payment 4 Discount: USD 8,209.12  
Payment 4 Net Amount Due: USD 239,858.88

Payment 4 Second Weapons Deployment

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<td>USD 0.00</td>
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<td>UNIT PRICE</td>
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<td>DISCOUNT ($)</td>
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Payment 4 Second Weapons Deployment Total Before Discounts: USD 2,397.60  
Payment 4 Second Weapons Deployment Net Amount Due: USD 2,397.60

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<tr>
<td>6</td>
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<tr>
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<tr>
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<tr>
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<td>USD 350.00</td>
<td>USD 700.00</td>
<td>USD 700.00</td>
<td>USD 0.00</td>
</tr>
</tbody>
</table>

Payment 5 Total Before Discounts: USD 250,465.60  
Payment 5 Discount: USD 8,209.12  
Payment 5 Net Amount Due: USD 242,256.48

Subtotal USD 1,249,573.71  
Estimated Shipping & Handling Cost USD 857.30  
Grand Total USD 1,250,431.01

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media
Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

National IPA Contract #151089 is used for pricing and purchasing justification only.

Agency has requested 100 of the OSP weapons delivered upon execution of this agreement and the remaining 20 in year 2020. The 20 SPPM’s are part of their Unlimited Cartridge Plan and are to be considered part of the program.

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. The quote outlines five payments. The first payment will be due within 30 days following receipt of the described goods. The subsequent four payments will be paid on an annual basis following receipt of an invoice issued by Axon, issued on or about October 1st of every year, and paid within 30 days. Any penalty for late payment shall be computed from the date 60 days after the receipt of the invoice or 60 days after the goods or services are received, whichever is later. per the Illinois Local Government Prompt Payment Act.

Axon Enterprise, Inc.’s Sales Terms and Conditions
for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon’s Master Services and Purchasing Agreement posted at https://www.axon.com/legal/sales-terms-and-conditions. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: ___________________________ Date: ___________________________

Name (Print): ___________________________ Title: ___________________________

PO# (if needed): ___________________________

Quote: Q-110100-8

Please sign and email to Stefan Schurman at sschurman@axon.com or fax to

THANK YOU FOR YOUR BUSINESS!

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Memorandum

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

From: Martin Lyons, Assistant City Manager/Treasurer
      Andrew Villamin, Acting Accounting Manager

Subject: Single Audit for FY 2016

Date: September 25, 2017

Recommended action:
Staff recommends City Council review and place on file the Single Audit report for the fiscal year ending December 31, 2016.

Summary:
Single Audit is the audit of Federal Grants money received/spent by the City of Evanston. The Single Audit Act and Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, requires entities that expend equal to or in excess of $750,000 in federal awards in a fiscal year to have an audit performed in accordance with the Single Audit Act. Since the City of Evanston expended more than $750,000 in federal awards for Fiscal Year 2016, the single audit was carried out by our Auditors, Prado & Renteria / Sikich, LLP. Over $3.2 million was expended in 2016 according to the enclosed audit report. The audit report has to be issued within nine months of the end of the fiscal year.

The Finance Division, working with other operating departments and our auditors have completed the Single Audit. Once again, the auditors have expressed an unqualified opinion, meaning our financial reports fairly state the City’s financial position with respect to the City’s Federal programs. No management letter comments were provided by the Auditor.

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

Attachments:
FY 2016 Single Audit Report
CITY OF EVANSTON, ILLINOIS
Single Audit Reports

For the Year Ended December 31, 2016
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INDEPENDENT AUDITORS’ REPORT

The Honorable Stephen H. Hagerty, Mayor and
Members of the City Council
Evanston, Illinois

Report on the Schedule of Expenditures of Federal Awards

We have audited the accompanying Schedule of Expenditures of Federal Awards (Schedule) of the City of Evanston, Illinois (City), for the year ended December 31, 2016 and the related notes to the Schedule.

Management’s Responsibility for the Schedule of Expenditures of Federal Awards

Management is responsible for the preparation and fair presentation of the Schedule in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Schedule that is free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express an opinion on the Schedule based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulation Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedule. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the Schedule, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the Schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion of the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedule.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.
Opinion
In our opinion, the Schedule referred to above presents fairly, in all material respects, the respective expenditures of federal awards of the City for the year ended December 31, 2016 in accordance with accounting principles generally accepted in the United States of America.

Report on Other Legal and Regulatory Requirements

In accordance with Title 2 U.S. Code of Federal Regulation Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), we have also issued our report dated September 12, 2017, on our consideration of the City’s compliance for each major program and on internal control over compliance required by the Uniform Guidance. The purpose of that report is to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. That report is an integral part of an audit performed in accordance with the Uniform Guidance and should be read in conjunction with this report.

[Signature]
Debo H. Renteria
Chicago, Illinois
September 12, 2017
<table>
<thead>
<tr>
<th>Federal Grantor/Pass-Through Grantor/Program Title</th>
<th>Federal CFDA Number</th>
<th>Identifying Number</th>
<th>Award Date</th>
<th>Passed-Through to Subrecipients</th>
<th>Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT OF AGRICULTURE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passed through the Illinois State Board of Education Child and Adult Care Food Program</td>
<td>10.558</td>
<td>ISBE 13-4225-00-05016510P00</td>
<td>January 20, 2016</td>
<td>- $28,872</td>
<td></td>
</tr>
<tr>
<td>Passed through the Illinois State Board of Education Summer Food Service Program for Children</td>
<td>10.559</td>
<td>ISBE 13-4225-00-05061510P00</td>
<td>June 6, 2016</td>
<td>- $147,748</td>
<td></td>
</tr>
<tr>
<td>Passed through the State of Illinois Department of Public Health Summer Food Inspection Program</td>
<td>10.559</td>
<td>52280014</td>
<td>July 1, 2015</td>
<td>- $700</td>
<td></td>
</tr>
<tr>
<td>Total Department of Agriculture</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$177,326</td>
</tr>
<tr>
<td>DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Development Block Grants-Entitlement Grants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entitlement year 40</td>
<td>14.218</td>
<td>B14MC-170012</td>
<td>June 18, 2014</td>
<td>219,569</td>
<td>392,139</td>
</tr>
<tr>
<td>Entitlement year 41</td>
<td>14.218</td>
<td>B15MC-170012</td>
<td>June 15, 2015</td>
<td>80,831</td>
<td>229,723</td>
</tr>
<tr>
<td>Entitlement year 42</td>
<td>14.218</td>
<td>B16MC-170012</td>
<td>July 20, 2016</td>
<td>207,415</td>
<td>1,480,587</td>
</tr>
<tr>
<td>Total Community Development Block Grants-Entitlement Grants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,022,451</td>
</tr>
<tr>
<td>HOME Investment Partnerships Program</td>
<td>14.239</td>
<td>M12-MC-170218</td>
<td>April 19, 2012</td>
<td>81,534</td>
<td>81,534</td>
</tr>
<tr>
<td>HOME Investment Partnerships Program</td>
<td>14.239</td>
<td>M15-MC-170218</td>
<td>June 18, 2015</td>
<td>-</td>
<td>18,972</td>
</tr>
<tr>
<td>HOME Investment Partnerships Program</td>
<td>14.239</td>
<td>M16-MC-172018</td>
<td>July 20, 2016</td>
<td>20,538</td>
<td>36,969</td>
</tr>
<tr>
<td>Total Home Investment Partnerships Program</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>276,177</td>
</tr>
<tr>
<td>Total Department of Housing and Urban Development</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,496,294</td>
</tr>
<tr>
<td>DEPARTMENT OF JUSTICE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passed through City of Chicago Department of Police Edward Byrne Memorial Justice Assistance Grant</td>
<td>16.738</td>
<td>33674</td>
<td>October 1, 2015</td>
<td>-</td>
<td>1,821</td>
</tr>
<tr>
<td>Justice Assistance Grant Youth Engagement Temp Jobs for Skills</td>
<td>16.738</td>
<td>JAG093014</td>
<td>September 2, 2015</td>
<td>-</td>
<td>20,039</td>
</tr>
<tr>
<td>Passed through Illinois Criminal Justice Information Authority Crime Victim Assistance</td>
<td>16.573</td>
<td>215245</td>
<td>September 1, 2016</td>
<td>-</td>
<td>18,503</td>
</tr>
<tr>
<td>Total Department of Justice</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>40,363</td>
</tr>
<tr>
<td>DEPARTMENT OF TRANSPORTATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction</td>
<td>20.205</td>
<td>P-01_0101</td>
<td>July 27, 2015</td>
<td>-</td>
<td>198,636</td>
</tr>
<tr>
<td>Highway Planning and Construction</td>
<td>20.205</td>
<td>C-91-46712</td>
<td>October 7, 2015</td>
<td>-</td>
<td>14,191</td>
</tr>
<tr>
<td>Total Highway Planning and Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>305,379</td>
</tr>
<tr>
<td>Passed through Illinois Department of Transportation State and Community Highway Safety (STEP)</td>
<td>20.600</td>
<td>5000P150075</td>
<td>October 5, 2015</td>
<td>-</td>
<td>5,085</td>
</tr>
<tr>
<td>State and Community Highway Safety (STEP)</td>
<td>20.600</td>
<td>7000P160131</td>
<td>October 1, 2016</td>
<td>-</td>
<td>4,079</td>
</tr>
<tr>
<td>Total State and Community Highway Safety</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-4,664</td>
</tr>
<tr>
<td>Total Department of Transportation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>350,043</td>
</tr>
<tr>
<td>DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passed through Illinois Department of Public Health Beach Monitoring and Notification Program Implementation Grant</td>
<td>66.472</td>
<td>6538008080</td>
<td>Oct. 28, 2015</td>
<td>-</td>
<td>8,000</td>
</tr>
<tr>
<td>Total Department of Environmental Protection Agency</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8,000</td>
</tr>
</tbody>
</table>

See Accompanying Notes to Schedule of Expenditures of Federal Awards

* Denotes a major program
<table>
<thead>
<tr>
<th>Federal Grantor/Pass-Through Grantor/ Program Title</th>
<th>Federal CFDA Number</th>
<th>Identifying Number</th>
<th>Award Date</th>
<th>Passed-Through to Subrecipients</th>
<th>Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT OF HEALTH AND HUMAN SERVICES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passed through Suburban Area Agency on Aging</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Programs for the Aging Title II, Part B</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants for Supportive Services and Senior Centers</td>
<td>93.044</td>
<td>B3 OMB/T3BO Ombudsman</td>
<td>December 9, 2015/ December 20, 2016</td>
<td>-</td>
<td>29,956</td>
</tr>
<tr>
<td>Special Programs for the Aging Title III Part C Nutrition Services</td>
<td>93.045</td>
<td>T3C1</td>
<td>October 1, 2015</td>
<td>-</td>
<td>44,438</td>
</tr>
<tr>
<td>Affordable Care Act State Health Insurance Assistance Program (SHIP) and Aging and Disability Resource Center (ARDC) Option Counseling for Financial Medicare-Medicaid Individual in States with Approved Alignment Models</td>
<td>93.626</td>
<td>AS151613</td>
<td>April 4, 2016</td>
<td>-</td>
<td>1,000</td>
</tr>
<tr>
<td>Passed through the Illinois Department of Public Health</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Health Emergency Preparedness</td>
<td>93.074</td>
<td>SNU30TP000320-04 CONTRACT #67180027D</td>
<td>July 1, 2015</td>
<td>-</td>
<td>26,295</td>
</tr>
<tr>
<td>Public Health Emergency Preparedness</td>
<td>93.074</td>
<td>SNU30TP000320-04 AGREEMENT 377180027E</td>
<td>July 1, 2016</td>
<td>-</td>
<td>42,385</td>
</tr>
<tr>
<td>Public Health Emergency Preparedness</td>
<td>93.074</td>
<td>SNU30TP000320-04 CONTRACT 671800103D</td>
<td>July 1, 2015</td>
<td>-</td>
<td>25,888</td>
</tr>
<tr>
<td>Public Health Emergency Preparedness</td>
<td>93.074</td>
<td>SNU30TP000320-04 AGREEMENT 77180103E</td>
<td>July 1, 2016</td>
<td>-</td>
<td>18,661</td>
</tr>
<tr>
<td>Total Public Health Emergency Preparedness</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>113,229</td>
</tr>
<tr>
<td>Total Department of Health and Human Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>188,623</td>
</tr>
<tr>
<td>DEPARTMENT OF HOMELAND SECURITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passed through the Illinois Emergency Management Agency</td>
<td>97.042</td>
<td>413 EMAEVANS</td>
<td>October 1, 2015</td>
<td>-</td>
<td>25,005</td>
</tr>
<tr>
<td>Emergency Management Performance Grants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>25,005</td>
</tr>
<tr>
<td>Total Department of Homeland Security</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>25,005</td>
</tr>
<tr>
<td>NATIONAL ENDOWMENT OF THE ARTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Promotion of the Arts</td>
<td>45.024</td>
<td>FY15-2313</td>
<td>May 7, 2015</td>
<td>-</td>
<td>3,000</td>
</tr>
<tr>
<td>Total National Endowment of the Arts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,000</td>
</tr>
<tr>
<td>Total Expenditures of Federal Awards</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,292,648</td>
</tr>
</tbody>
</table>

See Accompanying Notes to Schedule of Expenditures of Federal Awards.

* Denotes a major program
CITY OF EVANSTON, ILLINOIS
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2016

NOTE 1 – REPORTING ENTITY

This report on Federal Awards includes the federal awards of the City of Evanston, Illinois. The reporting entity for the city is based upon criteria established by the Governmental Accounting Standards Board (GASB).

The City of Evanston is the primary government according to GASB criteria. On April 30, 2014, the Township was discontinued and dissolved following March 18, 2014 general election vote taken by the registered voters of the Evanston Township. Pursuant to 60 ILCS 1/27-15 and 1/27-20, effective 12:00 a.m. May 1, 2014, the City of Evanston assumed all rights, powers, assets, property, obligations and duties of the Evanston Township, including the responsibilities of providing the services that were previously provided by the Township. Beginning May 1, 2014, the functions of the Township are reported along with the City.

NOTE 2 – BASIS OF PRESENTATION

The accounting records for some grant programs are maintained on the modified accrual basis of accounting. Under the modified accrual basis, revenues are recorded when susceptible to accrual, i.e., both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recorded when the liability is incurred. The accounting records for other grant programs are maintained on the accrual basis, i.e., when the revenue has been earned and the liability is incurred.

The information in this schedule is presented in accordance with the requirements of OMB Uniform Guidance. The City of Evanston has not elected to use the 10% de minimis indirect cost rate.

NOTE 3 – SUBRECIPIENTS

Of the federal expenditures presented in the schedule of expenditures of federal awards, the City of Evanston provided federal awards to subrecipients as follows:

<table>
<thead>
<tr>
<th>Program Title</th>
<th>Federal CFDA Number</th>
<th>Amount Provided to Subrecipients</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Development Block Grants/Entitlement Grants</td>
<td>14.218</td>
<td>$507,815</td>
</tr>
<tr>
<td>Emergency Solutions Grant Program</td>
<td>14.231</td>
<td>$94,695</td>
</tr>
<tr>
<td>HOME Investment Partnerships Program</td>
<td>14.239</td>
<td>$129,320</td>
</tr>
</tbody>
</table>

5

110 of 594
CITY OF EVANSTON, ILLINOIS
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2016

NOTE 4 – PROGRAM INCOME

The City of Evanston received the following program income amounts for the year ended December 31, 2016. The balances of receipts are from letter of credit drawdowns for the program. The program expenditures for the year include expenditures of this program income.

<table>
<thead>
<tr>
<th>Program Title</th>
<th>Federal CFDA Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Development Block Grants/Entitlement Grants</td>
<td>14.218</td>
<td>$218,738</td>
</tr>
<tr>
<td>Home Investment Partnerships Program</td>
<td>14.239</td>
<td>$13,692</td>
</tr>
<tr>
<td>ARRA- Neighborhood Stabilization Program</td>
<td>14.256</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

NOTE 5 – NOTES RECEIVABLE OUTSTANDING

The City of Evanston has several notes receivable outstanding as at December 31, 2016. These loans are for various uses. The Community Development Block Grants/Entitlement Grants Loan funds a number of programs to make decent housing available and affordable to low- and moderate-income families, and to help low- and moderate-income residents maintain their property. The Home Investment Partnerships Program Loan provides loans to housing developers to acquire, rehab or construct housing for low and moderate income households.

<table>
<thead>
<tr>
<th>Program Title</th>
<th>Federal CFDA Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Development Block Grants/Entitlement Grants</td>
<td>14.218</td>
<td>$1,972,669</td>
</tr>
<tr>
<td>Home Investment Partnerships Program</td>
<td>14.239</td>
<td>$4,890,677</td>
</tr>
</tbody>
</table>

The notes receivable balances are not subject to continuing OMB Uniform Guidance compliance requirements.

NOTE 6 – LOANS PAYABLE OUTSTANDING

The City of Evanston has the following loans payable outstanding as of December 31, 2016. These loans are from The Capitalization Grants for Drinking Water and Clean Water State Revolving Funds. Projects funded were the sewer lining at Emerson and Davis streets, rehab of large diameter sewers and rehab of the Cleveland street sewer.
CITY OF EVANSTON, ILLINOIS
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2016

NOTE 6– LOANS PAYABLE OUTSTANDING - Continued

<table>
<thead>
<tr>
<th>Program Title</th>
<th>Federal CFDA Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capitalization Grants for Drinking Water State Revolving Funds</td>
<td>66.468</td>
<td>$400,564</td>
</tr>
<tr>
<td>Capitalization Grants for Clean Water State Revolving Funds</td>
<td>66.458</td>
<td>$1,006,226</td>
</tr>
</tbody>
</table>

The loan payable balances are not subject to continuing OMB Uniform Guidance compliance requirements.

NOTE 7 – NONCASH ASSISTANCE

Of the federal expenditures presented in the schedule of expenditures of federal awards, the City of Evanston did not receive any noncash assistance during the year ended December 31, 2016.

NOTE 8 – FEDERAL INSURANCE

The City of Evanston had no federal insurance for the year ended December 31, 2016.
INDEPENDENT AUDITORS’ REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

The Honorable Stephen H. Hagerty, Mayor and
Members of the City Council
Evanston, Illinois

Report on Compliance for Each Major Federal Program

We have audited the City of Evanston, Illinois (City) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on the City’s major federal programs for the year ended December 31, 2016. The City’s major federal programs are identified in the summary of auditors’ results section of the accompanying schedule of findings and questioned costs.

Management’s Responsibility
Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor’s Responsibility
Our responsibility is to express an opinion on compliance for the City’s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulation Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City’s compliance.
Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2016.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City’s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Dario J. Restoria

Chicago, Illinois
September 12, 2017
SECTION I – SUMMARY OF AUDITORS’ RESULTS

Financial Statements

1) Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified

2) Internal control over financial reporting:
   • Material weakness(es) identified? X Yes No
     Yes X None reported
   • Significant deficiency(ies) identified?
   3) Noncompliance material to financial statements noted? Yes X No

Federal Awards

1) Internal control over major federal programs:
   • Material weakness(es) identified? Yes X No
   • Significant deficiency(ies) identified? Yes X None reported

2) Type of auditors’ report issued on compliance for major federal programs: Unmodified

3) Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? Yes X No

Identification of major programs:

<table>
<thead>
<tr>
<th>CFDA Number</th>
<th>Name of Federal Program or Cluster</th>
</tr>
</thead>
<tbody>
<tr>
<td>14.218</td>
<td>Community Development Block Grants/Entitlement Grants</td>
</tr>
</tbody>
</table>

Dollar threshold used to distinguish between type A and type B Programs: $750,000

Auditee qualified as low risk auditee? Yes X No
CITY OF EVANSTON, ILLINOIS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended December 31, 2016

SECTION II – FINANCIAL STATEMENT FINDINGS

See findings 2016-001 to 2016-002 in the separate report titled “Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards”.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

No matters were reported.

SECTION IV – PRIOR YEAR FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None.
Memorandum

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

From: Martin Lyons, Assistant City Manager / CFO
      Lara Biggs, Bureau Chief – Capital Planning / City Engineer
      Stefanie Levine, Senior Project Manager

Subject: Robert Crown Community Center, Ice Complex and Library
         Approval of RFP for Construction Management Services

Date: September 25, 2017

Recommended Action:
Staff recommends City Council approve the release of a Request for Proposal (RFP) for construction management services for the Robert Crown Community Center, Ice Complex and Library Project.

Funding Source:
No Funding is required to release the RFP. Funding for Construction Management and construction costs will be provided from General Obligation Bonds and expenses will be tracked in the Capital Improvements Fund.

Livability Benefits:
Built Environment: Enhance public spaces
Education Arts & Community: Incorporate art and cultural resources, Provide quality education from cradle to career
Health & Safety: Promote healthy, active lifestyles

Background Information:
The City currently owns and operates the Robert Crown Ice Rink and Community Center (Crown Center) located at 1701 Main Street. Constructed in 1975, the Crown Center was designed by the Evanston-based architectural firm of O’Donnell Wicklund Pigozzi Architects (now Cannon Design) with Weisinger-Holland Ltd. Structural engineers; Klaucens Associates, mechanical-plumbing-electrical engineers; and Charles R. Beltz & Company, ice skating rink and equipment consultants. The Crown Center contains one large ice skating arena with seating for approximately 1,100 spectators, a small studio-practice rink, one basketball-sized gymnasium, a nursery-child care room, and a variety of other program/multi-purpose rooms. In addition, the Crown Center contains an assortment of support spaces including locker rooms,
restrooms, a refreshment-food stand, reception area, skate rental, registration, ticket sales / program operations counter, storage rooms, offices, and equipment rooms.

After extensive building analysis, public discussion and program review over the past ten years, it has been determined that the Crown Center should be replaced with a new and larger facility, better designed to meet current community needs. Over the past seven months, staff and a consultant team have worked to prepare and refine a schematic design for the facility and site. Phase 1 Schematic design information is also on the September 25, 2017 agenda along with recommendation to move to Phase 2.

At this time, the project is ready to move forward with design development and construction document preparation. In order to ensure that the design receives early input from a qualified builder, staff recommends release of an RFP to hire a construction manager. Through this RFP, the City will initially execute a contract with the construction manager for preconstruction services only. Assuming the construction manager performs the preconstruction work to the City’s satisfaction and provides construction bids within budget, the City can then elect to extend the contract and have the construction manager assume the role of the general contractor for construction. If the City determines at any time that the construction management proposals are unsatisfactory or that the construction manager’s performance is unacceptable, the City can terminate the construction management process and proceed with a more traditional design, bid, build process.

The RFP’s preconstruction services (Task 1) include estimating, scheduling, value engineering, construction feasibility and efficiency review, phasing and sequencing methodologies, construction document review and strategies for site logistics. The RFP’s construction services (Task 2) include management of all aspects of the construction process, subcontractor selection, coordination and sequencing of work, site safety, on site supervision, management of project submittals and procurements, compliance with the City’s M/W/EBE goal and LEP ordinance, construction close out activities and other related functions.

Recommendation:
Staff recommends release of the RFP for construction management services so that these important preconstruction services can be folded into the design work as soon as possible.

Legislative History:
Council approval of schematic design contract (Item A3.8, 01/23/2017)

Attachments:
Draft Construction Manager RFP
CITY OF EVANSTON

REQUEST FOR PROPOSALS

NUMBER: 17-57

for

Robert Crown Community Center and Ice Complex
Construction Management Services

October 5, 2017

PROPOSAL DEADLINE: 2:00 P.M., November 7, 2017,
Room 4200, Lorraine H. Morton Civic Center,
2100 Ridge Avenue,
Evanston, Illinois 60201

PRE-PROPOSAL MEETING: Non-mandatory
1:00 P.M., October 12, 2017,
Room 2404, Lorraine H. Morton Civic Center,
2100 Ridge Avenue,
Evanston, Illinois 60201

SEALED RESPONSES TO BE RETURNED TO:

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

Sealed proposals will be received by the Purchasing Office in Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201, until 2:00 P.M. local time on November 7, 2017. Proposals shall cover the following:

Robert Crown Community Center and Ice Complex
Construction Management Services
RFP Number: 17-57

The City of Evanston’s Public Works Agency is requesting proposals for construction management at-risk services for the construction of a new community center, library and ice complex in Evanston, Illinois.

There will be a non-mandatory pre-proposal meeting October 12, 2017 at 1:00 p.m. in Room 2404 of the Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, IL 60201. All firms intending to submit a proposal for this project are encouraged to attend to discuss the proposed work and receive answers to questions related to the project.

The above item shall conform to the RFP on file in the Purchasing Office. The document, including all necessary plans and specifications, will be available in the Purchasing Office on October 5, 2017. Parties interested in submitting a response should contact the Purchasing Office to receive a copy of the RFP or see the City’s website at: www.cityofevanston.org/business/bids-proposals/ or Demandstar at: www.demandstar.com.

The City (the City of Evanston) in accordance with the laws of the State of Illinois, hereby notifies all firms that it will affirmatively ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful firm without discrimination on the grounds of race, color, religion, sex, age, sexual orientation marital status, disability, familial status or national origin. The State of Illinois requires under Public Works contracts that the general rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act (820 ILCS 130) as amended. The City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

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

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

Jillian Ostman
Purchasing Specialist
1.0 INTRODUCTION

1.1 Background Information

The City of Evanston is a general purpose municipal government located in Cook County, Illinois. It is a home rule unit, as defined in the 1970 Illinois Constitution, and operates under the Council/Manager form of government to provide for the health, safety and welfare of Evanston residents. A mayor, elected city-wide, and nine alderman elected by Ward, comprise the City Council. There are ten operating departments that provide a full array of services. The City has approximately 74,000 residents and a land area that covers 7.3 square miles.

The southern boundary of the City of Evanston borders the City of Chicago and is twelve miles north of downtown Chicago. The City is home to Northwestern University and Garrett Theological Seminary. In addition, the City is the home of two major teaching hospitals, Presence Saint Francis Hospital and North Shore University Health System Evanston Hospital, many corporations, service institutions, large national retailers and small entrepreneurial businesses.

The City currently owns and operates the Robert Crown Ice Rink and Community Center (Crown Center) located at 1701 Main Street. Constructed in 1975, the Crown Center was designed by the Evanston-based architectural firm of O’Donnell Wicklund Pigozzi Architects (now Cannon Design) with Weisinger-Holland Ltd. Structural engineers; Klaucens & Associates, mechanical-plumbing-electrical engineers; and Charles R. Beltz & Company, ice skating rink and equipment consultants.

The facility is a 61,000 square foot, one-story, masonry building. As one of the major recreational facilities in the community the Crown Center contains one large ice skating arena with seating for approximately 1,100 spectators, a small studio-practice rink, one basketball-sized gymnasium, a nursery-child care room, and a variety of other program/multi-purpose rooms. In addition, the Crown Center contains an assortment of support spaces including locker rooms, restrooms, a refreshment-food stand, reception area, skate rental, registration, ticket sales/program operations counter, storage rooms, offices, and equipment rooms.

After extensive building analysis, public discussion and program review over the past ten years, it has been determined that the Crown Center should be replaced with a new and larger facility, better designed to meet current community needs. Working with the architectural firms of Woodhouse Tinucci Architects (located in Chicago, Illinois) and MacLennan Jaunkalns Miller Architects (located in Toronto, Ontario), a schematic design for the new facility and park site was developed during the spring and summer of 2017. As design work moves into more detailed development, the City is now seeking the services of a construction management firm to assist with constructability review, cost estimating, and construction of the new facility and site. Upon successful completion of preconstruction
services, it is anticipated that the construction manager will ultimately assume the duties of a
general contractor to construct the project.

1.2 Anticipated Program

The selected Construction Manager (CM) shall provide a wide array of professional and
construction services directly to the City for this project. In general, work shall include
constructability review, cost estimating, and construction services. All work shall be in
compliance with current code requirements. The selected construction manager shall
prepare all documents in the formats required by the City and shall adhere to all City
deadlines so as not to impact the project schedule. The following building and site program
elements are anticipated but are subject to further discussion and adjustment based on work
performed during Task 1 below including examination of phased project implementation.
Additional detail regarding the program and schematic design are provided as an attachment
to this document. Both the attachment and the list of items below are goals for the project
and the CM shall be tasked in evaluating these goals within the overall budget set by the City
and Library:

1. Site Layout
   a. The new facility shall be situated in Crown Park just northeast of the
      intersection of Dodge Avenue and Main Street and the existing Robert Crown
      Center shall be demolished. This location will provide the new facility with
      more prominence as well as allow for continued operation of the existing Crown
      Center during the construction process.
   b. The new surface parking lot shall be situated directly east of the new facility
      along the southern edge of the park.
   c. The new exterior athletic fields shall be situated on the eastern half of Crown
      Park.

2. Ice Rinks (two rinks shall be constructed)
   a. Sheet one shall be NHL regulation size (85’ x 200’) with seating for
      approximately 1050 spectators.
   b. Sheet two shall be NHL regulation size (85’ x 200’) with seating for
      approximately 170 spectators.
   c. The ice rinks shall be served by 10 locker rooms (5 for each rink). Locker
      rooms shall be equipped with lockers, changing areas, benches, showers and
      toilet facilities. Two of the locker rooms shall be designed as “premium” spaces
      and include additional attached storage areas.
   d. Each ice sheet shall include a separate room for use by referees/judges.
   e. Each ice sheet shall include electronic scoreboards at each end of each rink.
   f. Each ice sheet shall be provided with technologically advanced A/V equipment
      capable of providing high quality sound, recording, televising and lighting for a
      wide variety of user needs.
   g. Each ice sheet shall include ample storage for materials and athletic
      equipment.
   h. Each ice sheet shall be served by a centralized refrigeration system and ice
      resurfacing equipment.
   i. Each ice sheet shall include an integrated storage system for public skate
      storage.
3. Gymnasium
   a. One large open gymnasium space shall be constructed. The gymnasium shall be large enough to accommodate two full court basketball games and shall be designed for a wide range of sports activities including basketball, volleyball, indoor soccer, batting practice and gymnastics.
   b. The gymnasium shall include retractable seating for 300 spectators.
   c. The gymnasium shall include operable dividers or netting capable of segregating the area into smaller spaces.
   d. The gymnasium shall be provided with technologically advanced A/V equipment capable of providing high quality sound, recording, televising and lighting for a wide variety of user needs.
   e. The gymnasium shall include a total of two locker rooms equipped with lockers, changing areas, benches, showers and toilet facilities.
   f. The gymnasium shall include a minimum of two electronic scoreboards.
   g. The gymnasium shall include ample storage areas for materials and athletic equipment.
   h. The gymnasium furnishings, equipment and flooring system shall be capable of supporting multiple sports activities minimally including basketball, volleyball, indoor soccer and gymnastics.

4. Community Branch Library
   a. A 6000 square foot branch library shall be constructed.
   b. The library shall include multipurpose and study rooms with electrical and USB outlets as well as integrated Wi-Fi. Multipurpose rooms shall include projectors and screens and soundproofing to isolate the library from any noise created by programs within multipurpose rooms.
   c. The library shall include storage carts for laptops and tables/chairs to allow for pop-up computer classes and programs and flexible computer use by patrons throughout the space.
   d. The library shall include a joint Circulation and Reference public service desk with good visual control of the entire public space.
   e. The library shall include embedded library material vending machine and HOLDS pickup lockers in a common interior wall, publicly accessible when the Crown Center is open and the Library is closed.
   f. The library shall include higher shelving around the perimeter and lower shelving throughout to provide for books, materials and magazines.
   g. The library shall include flexible floor space for creative hands-on programming for all ages.
   h. The library shall include an outdoor reading garden (not included in square footage described above) which is accessible through the library.
   i. The library shall include flat screen monitors and display surfaces to assist in marketing.
   j. The library shall include key card access to staff areas and surveillance cameras for security control.
   k. The library shall include public restroom access in the community center facilities and adjacent to the Library.
   l. The library shall include an exterior drive up book drop for visitors to drop off library materials.
   m. The library shall include self-check machines to assist with efficient check-out of materials.
n. The library shall include a staff workroom and restroom.
o. The library shall include storage for books and materials.
p. The library shall include book drop “room”. The book drop will be publicly accessible when the Crown Center is open and the Library is closed.
q. The library shall include access to electrical power and Wi-Fi throughout the library.

5. Running Track
   a. A four lane running track will be provided.
   b. The track shall be 200 meters in length.
   c. The track shall be furnished with an appropriate shock absorbing athletic flooring system.

6. Fitness/Dance Room
   a. A fitness and dance room shall be constructed which is large enough to accommodate 15 to 20 people at a time.
   b. This room shall be furnished with a wood flooring system and shall include mirrors and ballet barres.
   c. Furnishings within the fitness facility shall be determined during the design development task.

7. Lobby
   a. The lobby shall be bright, inviting, modern, centralized and easily navigable.
   b. The lobby shall contain ample natural light and include a mixture of fixed and flexible seating.
   c. The lobby shall include adequate area for “pop-up” activities and events including space for traveling exhibits.
   d. The lobby shall be large enough to handle a variety of vendor setups as well as overflow from events.

8. Multipurpose Rooms (four rooms shall be constructed)
   a. Two multipurpose rooms shall be constructed to accommodate a variety of community programming activities.
   b. One multipurpose room shall be constructed to accommodate art classes.
   c. One multipurpose room shall be constructed to support a variety of events for up to 25 people. This room shall be located adjacent to the ice rinks for use during rentals and events.
   d. All multipurpose rooms shall incorporate the use of natural lighting and contain interior glazing for security viewing.

9. Preschool Facility
   a. The building shall include a dedicated pre-school/afterschool facility.
   b. This facility shall be accommodated with all Illinois Department of Human Services (IDHS) license required elements such as access control and dedicated restroom facilities.
   c. The preschool shall include four separate rooms each accommodating up to 17 children during preschool/afterschool activities.
   d. Each room shall meet minimum standards as required by IDHS but shall be no less than 800 square feet in size.
   e. These rooms shall be designed in a flexible manner to allow evening and weekend use for other community functions including incorporation of adequate storage for pre-school/afterschool furnishings and materials.
   f. The preschool shall include separate office, restrooms and kitchen facilities.

10. Commercial Kitchen
a. A commercial kitchen shall be constructed capable of supporting daily use such as lunch service for programs as well as private rental events for up to 300 people. The kitchen will include appropriate equipment and finishes for commercial food service as well as a separate and locked storage area for foodstuffs and supplies.

11. Concession Area
   a. A concession area shall be constructed and include a designated space for seating with flexible tables and chairs.
   b. The concession area shall be located adjacent to the commercial kitchen for concomitant operations.

12. Vending
   a. Vending areas shall be provided at logical locations in the facility and shall include both food and skating supplies such as tape and mouth guards.

13. Administrative Offices
   a. Administrative offices shall be constructed and provide clear viewing of all incoming and exiting facility users as well as direct views to both rinks for security purposes. A security camera system can be used to supplement visual observation needs if required.
   b. The administrative offices shall include all general office functions as well as a registration desk.
   c. The administrative offices shall include a minimum of five private offices for building and program management.
   d. The administrative offices shall include storage for equipment and supplies.

14. Pro Shop
   a. A pro shop shall be constructed and include a separate office for hockey program administration including a separate dressing room for coaching staff.
   b. The pro shop shall include skate rental facilities and storage systems.
   c. The pro shop shall include an area for skate sharpening and associated equipment.

15. Support Facilities
   a. Restrooms shall meet all code requirements and be sufficient to support typical daily operations. A family restroom shall also be provided.
   b. Storage shall be provided throughout the facility at logical locations and be capable of supporting both interior and exterior athletic materials and equipment as well as general materials and equipment for daily activities and rental use. Provision for adequate storage is critical to building operational success and shall not be compromised.
   c. MEP/FP operations space shall be provided as needed to support the facility. These spaces shall be adequately sized for material and equipment storage as well as for access for maintenance activities.
   d. Backup power generator and other related features required to utilize the facility as an emergency shelter and/or heating and cooling center shall be examined and potentially included in the design.

16. Site Improvements
   a. Surface parking for approximately 225 vehicles shall be provided. Use of permeable materials and other sustainable techniques shall be explored for stormwater management.
   b. The east half of the site shall be improved with three exterior artificial turf fields. A variety of sports shall be accommodated on these fields including baseball,
soccer, football and lacrosse. Each field shall include athletic lighting controlled through web based technology.
c. The existing tennis courts at this facility shall be protected and maintained.
d. The site shall be provided with appropriate exterior signage to both identify the facility and provide wayfinding to direct users to various athletic fields and park spaces.
e. The athletic fields shall include display boards to post daily field permits.
f. The athletic fields shall provide adequate space for movable equipment to be secured off the active field areas.
g. The athletic fields shall be provided with a weather alert system tied to web based system.
h. The site shall be provided with appropriate park accommodations to create an attractive, inviting and comfortable environment such as, but not limited to, pedestrian/vehicular circulation, maintenance and delivery access, shaded areas for fans and players, spectator seating, perimeter fencing, site furnishings, drinking fountains, lighting and landscaping.

17. Other Considerations
   a. The site and facility shall minimally receive LEED Silver accreditation.
b. The facility shall include public charging stations and Wi-Fi throughout the building.
c. The facility shall include ample lighting including the use of natural daylight were possible to improve ambiance and reduce energy use.
d. The facility shall include a technologically advanced A/V system for public announcements and general program information including flat screen monitors and display surfaces.
e. The facility shall include sustainable techniques such as rainwater harvesting for use in irrigation, cooling tower operation and other demonstration activities.
f. The facility shall include an entry control system for staff areas and programs.
g. The facility shall utilize highly durable and easily cleaned finishes, furnishings and floor coverings.
h. The facility shall incorporate provisions for future expansion such as, but not limited to, under-floor duct systems to accommodate future power and data needs.
i. The facility shall include sound dampening features to moderate noise levels when surrounded by hard surfaces and to acoustically isolate the library from other portions of the building.
j. The facility shall include zoned HVAC and power.

1.3 Available City of Evanston Data and Assistance includes:

2. Phase 1 Environmental Site Assessment (attached).
4. Traffic and Parking Study (attached).
5. City of Evanston staff project management.
6. Architectural and engineering services through the City’s existing contract with WTA and MJMA.
7. Payment of City of Evanston permit fees (where required).
1.4 General Information

The contract term desired is through December 31, 2020. Please note that each task will be executed by separate contract with interim completion deadlines.

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

Prior to the submittal of a proposal, Proposers are advised to carefully examine

- the contract documents
- project scope and work tasks to be accomplished
- specifications
- submittal requirements
- insurance requirements and required documentation

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

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

2.0 SCOPE OF SERVICES

Respondents may elaborate or add to the proposed scope of work to ensure a comprehensive project scope is prepared; however larger is not necessarily better regarding either the CM responsibilities or the project itself.

Task 1 – Preconstruction Responsibilities

The Construction Manager shall review available information, meet with the Owner, Architect and their engineering sub-consultants (MEP/FP, Structural, Civil, etc.) periodically during the preconstruction phase to remain informed of decisions being made and advise the design team on matters relating to constructability, cost control and scheduling. Minimally work shall include:

1. Become familiar with the project through regular meetings with the Owner, and the Architect.
2. Participate in the budgeting process by performing estimating, scheduling and value engineering analysis as required. There will be no set cap on the amount of requests for these studies however all study costs must be included in the construction manager’s not to exceed fee.
3. Prepare detailed Estimated Costs of Construction at all major milestones (design development, 60% construction documents, and 100% construction documents). Each estimate shall be completed in no more than three (3) weeks.
4. Develop reporting systems, and provide a project budget, cash flow projections, and project status reports.
5. Optimize construction feasibility and efficiency of the design by evaluating labor and material availability, recommending alternate methods and materials, identifying long lead items for pre-purchase, and identifying necessary survey and consultant
6. Prepare for the bidding process by providing a pre-qualified subcontractor bid list to the Owner and Architect for approval (this list shall not limit the Owner’s right to expand the list if desired and consented to by the CM), developing bidders’ interest in the project, establishing a bidding schedule, and coordinating with the City of Evanston’s M/W/EBE and LEP program requirements as well as other relevant City of Evanston general conditions.

7. Develop with the Owner and Architect strategies for procurement of early trades; for example foundation, super structure, and HVAC systems.

8. Work with the Owner and Architect to develop construction documents suitable for filing with the permitting agencies at the earliest possible date.

9. Advise the Owner and Architect on project phasing, sequencing, and procurements. Prepare an overall construction schedule in Gantt-chart form and showing all phases of the project. Identify a critical path for long lead items, and any methods or measures that will speed the overall schedule without sacrificing quality. Update the construction schedule regularly to reflect ongoing project decisions.

10. Consider strategies for logistics and site safety planning. Determine areas for deliveries and staging, vertical hoisting, etc.

11. Advise the Owner and Architect on the most appropriate contract procurement methods for the construction of the building within the City’s purchasing requirements. Provide a construction management plan addressing the items noted above and update it periodically throughout the project.

Task 2 – Construction Phase Responsibilities

For the Construction Phase, the Construction Manager will enter into a Negotiated Guaranteed Maximum Price (GMP) contract with the Owner. The Construction Manager’s role will then become that of a General Contractor and perform the work identified in the construction documents and as detailed below.

The Construction Phase will begin with an authorization from the City to proceed with bidding and will continue through completion of construction, punch list, and closeout of the Project. A warranty period for all work performed by the Construction Manager or trade contractors under contract with him of no less than one year from the date of Architect’s certification of substantial completion will also be required. Not less than 6 months prior to the Warrantee period expiration date, the Construction Manager will provide a punch list of deficient items prior to final release. Failure to provide this will be considered a material breach – see termination section.

Anticipated services include the following:

1. Responsibility for the subcontractor selection process utilizing the list of pre-qualified subcontractors approved by the Owner (see section above about City reserving the right to add to the list) and Architect; this will include conducting a pre-bid conference, distributing plans, receiving and analyzing bids, making recommendations to the Owner, and negotiating and awarding contracts.

2. Responsibility for managing the work to be performed by all subcontractors by providing competent project management and field supervisory personnel that keep all contracts on time and under budget at each step of the task being completed.

3. Provide contracts with all sub-contractors including penalties for failure to perform
based on the schedule determined by the CM, City Policies and Procedures regarding LEP and MWEBE and any other local ordinance, statute or regulation with jurisdiction regarding the project.

4. In general the Construction Manager will:
   a. Provide qualified, full-time field personnel on-site that communicate fluently with each other, the Owner and the Architect, both verbally and in writing during all phases of the construction project. Any barrier to communication is the responsibility of the CM to remedy with no additional cost to the owner once subcontractors and costs are established.
   b. Establish on-site organization and lines of authority.
   c. Coordinate the work of all trades to ensure the schedule is maintained.
   d. Schedule and conduct weekly project meetings for discussion of progress, procedures, issues, schedules and changes. Issue meeting minutes and action items for follow-up.
   e. Provide all supervision, labor, materials, equipment and tools not provided by subcontractors or the Owner, which are necessary for completion of the Project.
   f. Establish procedures for, and maintain coordination among, the Owner and his Representative, the Architect, subcontractors, and outside authorities having jurisdiction over the Project. See comment above about compliance and penalty provisions.
   g. Coordinate necessary aspects of the work with local municipal authorities, local schools, governmental agencies, and utilities as needed.
   h. Ensure that all subcontractor supervision, personnel, equipment and materials, as well as all testing by others, are adequate and in conformance with drawings, specifications, contract documents, and applicable building codes.
   i. Receive, review, and deliver all shop drawings, brochures, material samples, as-built drawings, operating manuals, and instructions, warranties, keys, and maintenance stocks; also, maintain on site a complete library of all contract documents, approved shop drawings and approved material samples in paper, electronic, and physical sample form.
   j. Review and consolidate all applications for payment, submit to the Architect prior to issuance for review, bill the Owner in accordance with established procedures, less 10% retainage, and make prompt payment to all subcontractors; also, maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and material, or other bases requiring accounting records and afford the Owner access to these records for a period of three years following final payment.
   k. Receive, check, and forward to the Owner as part of the monthly applications for payment conditional lien waivers from each subcontractor/vendor included.
   l. Receive, check, and forward to the Owner all releases of lien required prior to issuance of final certificate of completion and final payment to subcontractors.
   m. Submit certified payroll on a monthly basis in accordance with the State of Illinois’ prevailing wage requirements.
   n. Meet or exceed the City’s goal of minority, women and Evanston based business (M/W/EBE) participation on the project.
   o. Meet or exceed the City’s Local Employment Program (LEP) requirements. While MWEBE programs initiatives are goal oriented, the LEP program is a legally binding agreement. The CM is completely accountable for the
adherence to LEP requirements including the acknowledgement that up to a 1% penalty of all project costs may be assessed for failure to meet LEP requirements.

p. Review and make recommendations to the Owner on all proposed changes; also, receive and review change order requests from subcontractors, negotiate costs of change orders, and ensure that all approved change orders are satisfactorily completed. Provide back up for all labor, material and any other costs for change orders.

q. Determine substantial completion of the work with consent of the Architect and Owner.

r. Provide LEED documents and track LEED credits (construction waste, recycled content, etc.).

s. Complete project closeout, including:
   i. Prepare for the Architect a pre-punch list of incomplete or unsatisfactory items and schedule their completion dates. Complete all punch list work no later than six months after substantial completion is achieved.
   ii. Direct the checkout of utilities, operating systems, and equipment for readiness and assist in their initial start-up and testing by the trade contractors.
   iii. Provide complete commissioning of all building systems and equipment including training, a walk-through, and explanation of all mechanical and electrical systems for the Building Manager and for the Owner’s maintenance personnel.
   iv. Provide all maintenance manuals, warranties, spare parts, etc.
   v. Prepare certificates of substantial and final completion, and obtain a Temporary and Final Certificates of Occupancy.
   vi. Deliver all required project closeout documents to the Owner.
   vii. Prepare as-built documents.

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

The consultant must provide an insurance certificate naming the City of Evanston as an additional insured as well as a copy of the consultant’s insurance policy, including endorsements. The certificate will provide a variety of insurances including:

- comprehensive general liability - $5,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the City as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or professional liability insurance - $3,000,000
The surety and the insurance company must have not less than an A+ rating from the Alfred M. Best Co., Inc. and be approved by the City of Evanston.

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

4.0 SUBMITTAL REQUIREMENTS

Responses to this Request shall be in one volume. Any firm brochures and/or information pertaining to the qualifications of the firm and/or team may be submitted, but must be included in a single volume. Applicant firms must submit their responses as follows:

1. Paper copies-- ten (10) hardcopies, one (1) unbound original and an electronic copy on a flash/USB drive

Submittals must be forwarded in sealed envelopes clearly marked on the OUTSIDE with the following:

- RFP name and number
- Name and address of Firm
- Date and time of RFP deadline

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

A. Cover Letter

The cover letter (maximum 3 pages) will include the following:

- introduction of firm signed by an authorized Principal of the firm
- name of firm
- address of firm
- phone number of the firm submitting the proposal
- include the name and signature of an authorized binding official who is authorized to answer questions regarding the firm’s proposal

B. Qualifications and Experience of Firm and/or Team

- All respondents shall complete Exhibit N to describe other contracts (at least 5, but no more than 10) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
- The respondent must provide references, including name, address and telephone number of a contact person for each project identified and described.
- Indicate commencement dates, duration and type of operation.
- Provide a list of all Municipal clients in Illinois.
• Respondents shall provide specific examples and expertise related to design and construction of libraries.
• Respondents shall provide specific examples and expertise related to design and construction of ice rink facilities.

C. Construction Manager(s) and Key Project Personnel
Clearly identify the professional staff person(s) who would be assigned as your Construction Manager and key project personnel. The proposal should indicate the abilities, qualifications and experience of these individuals and provide resumes.

D. Project Approach
For each of the tasks outlined in the Scope of Services, provide a narrative describing the firm’s understanding of the task and indicate the following:
• Approach used to complete the task
• Information needed from the City
• Issues to be considered in completion
• Team member(s) who will complete the task. If more than one, clearly indicate the responsibility of each team member
• Estimated level of effort in hours broken down by subtasks and each team member’s effort
• Relevant standards adhered to and certifications held by team members

E. Fees
Provide a not-to-exceed cost for Task 1 and an estimated cost for Task 2 based on the Schematic Design Documents by completing the Proposal Cost Table (Exhibit O) included with this RFP. Break down all costs by task and labor category and break out reimbursable direct costs separately. Proposals must list the salary cost multiplier for all labor hours.

F. Completeness of Proposal Statement
Provide a table of contents. Respond to all items listed in the submission requirements section and provide all other documents requested.

G. Contract
The City intends to utilize AIA Document A133-2009 (Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price), AIA Document A201-2007 (General Conditions of the Contract for Construction), and City of Evanston supplemental conditions for this project. Respondents shall indicate in Exhibit P if there are any exceptions to the proposed agreement that would prevent your firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposal.

H. Contract Forms
Executed copies of all forms included as Exhibits to this RFP must be submitted with the proposal.
5.0 ADDITIONAL SUBMISSION REQUIREMENTS

A. Bid Bond: Respondents shall submit with their proposal a bid bond for 5% of the estimated Task 2 Contract Amount. A letter of credit may be furnished in lieu of a bid bond only if the following conditions are met: 1) An irrevocable letter of credit must be obtained from an accredited bank which shall include an agreement that the bank will honor a demand by the City for payment due to Plaintiff failure to complete the project. 2) An irrevocable letter of credit must be in writing and signed by an authorized representative of the bank. 3) The irrevocable letter of credit must expressly state that it is irrevocable until the bid has been awarded. 4) The letter of credit must be for the percentage specified in the bid documents. The City may reject the use of an irrevocable letter of credit if the financial soundness of the issuing bank is found to be unacceptable.

B. Performance, Material and Labor Bond: The successful Construction Manager shall, within ten (10) calendar days after award of Task 2, furnish a performance bond in the amount of one hundred and ten percent (110%) of the contract amount from insurance companies having not less than A+ Policyholders Rating from the most recent Alfred M. Best and Co., Inc. listing available. Certification of the insurance company's rating shall be provided prior to contract implementation and quarterly thereafter until contract completion. Should such rating fall below the required A+ level during performance of the contract, it will be the Construction Manager's responsibility to notify the City and provide a new bond from an insurance company whose rating meets the City's requirements. In the event that the Construction Manager fails to furnish a performance bond in said period of ten (10) calendar days after award of Task 2, the City may withdraw its award and retain the Construction Manager's deposit as liquidated damages and not as a penalty.

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

7.0 LOCAL EMPLOYMENT PROGRAM REQUIREMENTS
In an effort to increase hiring of economically disadvantaged Evanston residents on certain City construction projects, the contractor shall comply with the provisions of the City of Evanston’s Local Employment Program Ordinance (LEP) set forth in Section 1-17-1 (C) of the Evanston City Code. The intent of the LEP is to have Evanston residents employed at the construction site as laborers, apprentices and journeymen in such trades as electrical, HVAC, carpenters, masonry, concrete
finishers, truck drivers and other construction occupations necessary for the project. Any questions regarding LEP compliance should be submitted in writing to Tammi Nunez at tnunez@cityofevanston.org.

NOTE: CITY OF EVANSTON ORDINANCE 60-O-14 AMENDMENT LOCAL EMPLOYMENT PROGRAM (LEP) available on the City website at http://www.cityofevanston.org/business/business-diversity/

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

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

A. Qualifications and Expertise  
B. Project Approach  
C. Price  
D. Organization and Completeness of Proposal  
E. Willingness to Execute the Agreement  
F. M/W/EBE Participation

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

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

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

A. Adhere to one or more of the provisions established in this Request for Proposal.  
B. Demonstrate competence, experience, and the ability to provide the services described in this Request for Proposal.  
C. Submit a response on or before the deadline and complete all required forms.  
D. To fulfill a request for an oral presentation.  
E. To respond to a written request for additional information.
Discussions and/or interviews may be conducted with responsible firms that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing firms. The selection shall be done by the City’s review committee and will be recommended to the City Council for final approval.

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

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

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

1. RFP issued ................................................. October 5, 2017
2. Non-mandatory Pre-Proposal meeting .............. October 12, 2017
3. Last day to submit questions ............................ October 19, 2017
4. Final Addendum issued .................................. October 26, 2017
5. RFP Submission Due Date .............................. November 7, 2017
6. Short listed firms interviewed ........................... week of November 27, 2017
7. Consultant selection, negotiation ...................... week of December 4, 2017
8. City Council Award of Contract ....................... January 8, 2018
9. Task 1 – Completion ...................................... March 30, 2018
10. Task 2a – New Building Occupancy ............... August 15, 2019
12. Task 2c – Athletic Field Occupancy ............... June 30, 2020

11.0 QUESTIONS REGARDING RFP
All questions related to this RFP should be submitted in writing to Jillian Ostman, Purchasing Specialist at jostman@cityofevanston.org with a copy to Stefanie Levine, Senior Project Manager at slevine@cityofevanston.org.

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

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

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

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

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

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

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

F. Term
The contract term is until December 31, 2019. The City may terminate a contract for either cause or convenience. The City may extend this contract at proposal cost levels for 2019 into 2020 due to weather related delays, acts of God or Regulatory delays beyond the City’s control. The City and CM will negotiate the amount of 2019 costs that may be deferred into 2020 due to the above delays.

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

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

I. Payment Terms
During Task 1, the CM shall submit invoices detailing the services provided, project, professional staff, and hours. During Task 2, payments shall be made in accordance with the AIA contract and the Local Government Prompt Payment Act. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement. All payments during Task 2 will be subject to a 10% retainage to be paid upon completion of the project.

J. Disclosures and Potential Conflicts of Interest
The City of Evanston’s Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.
To ensure full and fair consideration of all proposals, the City of Evanston requires all Proposers including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the City of Evanston, its officials, and/or employees. If the Proposer discovers a potential or actual conflict of interest, the Proposer must disclose the conflict of interest in its proposal, identifying the name of the City of Evanston official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Proposer from consideration. Information provided by Proposers in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the proposal process.

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

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

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

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

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

L. Authority To Resolve Protests And Contract Claims
Protests: The Purchasing Specialist shall have the authority to consider and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract. The City shall issue a written decision and that decision is final.
Contract Claims: The Purchasing Specialist, after consulting with Corporation Counsel, shall have the authority to resolve contract claims, subject to the approval of the City Manager or City Council, as applicable, regarding any settlement that will result in a change order or contract modification.

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

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

“issue” means any prior or pending litigation or investigation, either civil or criminal, or any governmental agency action or proceeding (the “issue”), which may affect the performance of the services to be rendered herein. For purposes of this Section, an “issue” shall also include any criminal, civil, or administrative penalty or finding imposed against any covered individual. An issue occurring within seven (7) years of the date preceding the date of the Proposer's response shall be disclosed by the Proposer.

“covered individual” means any principal, president, managing partner, or vice-president, affiliated in anyway with the Firm, and the Firm's employees or subcontractors.

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

N. Subcontractors
If any firm submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the City of Evanston.
O. Contact with City Personnel
All Proposers are prohibited from making any contact with the City Manager, City Council, or any other official or employee of the City with regard to the Project, other than in the manner and to the person(s) designated herein. The Purchasing Specialist reserves the right to disqualify any Proposer found to have contacted City Personnel in any manner with regard to the Project. Additionally, if it is determined that the contact with City Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter may be referred to the Cook County State’s Attorney for review and prosecution.

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

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: ______________________________________

APPLICANT ADDRESS: ______________________________________

TELEPHONE NUMBER: ______________________________________

FAX NUMBER: ______________________________________

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

Other ( ) ________________________________________________________

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

SECTION I - CORPORATION

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

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

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

____________________________________________________________________

____________________________________________________________________

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

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

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

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

SECTION 3 - TRUSTS

3a. Trust number and institution.

______________________________________________________________________

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

______________________________________________________________________

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

______________________________________________________________________
SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

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

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

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

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

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

__________________________  ______________________________________
Date     Signature of Person Preparing Statement

____________________________________
Title

ATTEST: ____________________________
Notary Public

Commission Expires: _____________________
(Notary Seal)
Exhibit B

ADDITIONAL INFORMATION SHEET

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

Comments: ______________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________

Revised 10-14
Exhibit C

CONFLICT OF INTEREST FORM

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

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

___________________________________________________
(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)
(Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this _____ day of ______________, 20__.  

___________________________________________________
Notary Public

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

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

Authorized Signature: ___________________________  Company Name: ___________________________
Typed/Printed Name: ___________________________  Date: ___________________________
Title: ___________________________  Telephone Number: ___________________________
Email: ___________________________  Fax Number: ___________________________
ANTI-COLLUSION AFFIDAVIT AND PROPOSER’S CERTIFICATION

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

________________________________
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)
The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this ________ day of _____________________, 20__

_________________________________________________________________________
Notary Public

Commission Expires: ______________________

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

CITY OF EVANSTON M/W/EBE POLICY

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

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

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

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

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

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

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

This firm is a (check only one):

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

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

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

Total proposed price of response $_____________________

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

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

Information on the M/W/EBE Utilized:

Name __________________________________________________________

Address _________________________________________________________

Phone Number ___________________________________________________

Signature of firm attesting to participation ____________________________

Title and Date _____________________________________________________

Please attach

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

☐ Cook County

☐ City of Chicago

☐ State certification

☐ Federal certification

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

M/W/EBE PARTICIPATION WAIVER REQUEST

I am __________________ of __________________, and I have authority to
execute this certification on behalf of the firm. I __________________ do

hereby certify that this firm seeks to waive all or part of this M/W/EBE participation goal
for the following reason(s):

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

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

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

For #1 & 2, please provide a narrative describing the outreach efforts
from your firm and proof of contacting at least 15 qualified M/W/EBEs
prior to the bid opening. Also, please attach the accompanying form
with notes regarding contacting the Assist Agencies.

_____ 3. No subcontracting opportunities exist.

Please provide a written explanation of why subcontracting is not
feasible.

_____ 4. M/W/EBE participation is impracticable.

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

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

Signature: ________________________________     Date: ____________

(Signature)
### Exhibit I

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

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

CITY OF EVANSTON
LOCAL EMPLOYMENT PROGRAM COMPLIANCE PROGRAM (LEP)

Effective Date January 1, 2015
City of Evanston Ordinance 60-O-14, Local Employment Program (LEP) New Penalties:

- **Ordinance 60-O-14.** Amendment to the MWEBE/LEP revising the penalty section from a $100/per day to a 1.0% of total project value penalty can be found at: [Ordinance 60-O-14 Amendment MWEBE LEP](#) of the Evanston City Code Section 1-17-1 (C) can be found at: [Municode Library](#). The following are excerpts from Ordinance 60-O-14 Amendment Section 1-17-1 (C) 11 Penalty.

**If the contractor or subcontractor fails to comply:** The City may impose a fine up to one percent (1.0%) of the approved project price in total. Contractors or subcontractors that are out of compliance due to a resident termination or resignation shall immediately notify the Business and Workforce Development Coordinator of this occurrence within two (2) business days. Subsequently, the contractor or subcontractor shall have five (5) additional business days to replace a terminated or resigned worker with another resident.

**If the contractor or subcontractor fails to comply:** If the contractor or subcontractor fails to make the replacement or to notify the Business and Workforce Development Coordinator of this occurrence, the offending party will also be subject to a penalty up to one percent (1.0%) of the approved project price. If the noncompliant contractor makes a good faith effort to replace the resident, the fine may be waived.

**If the contractor or subcontractor fails to comply:** At the sole discretion of the City, a contractor or subcontractor that has violated the terms of the Local Employment Program within a three-year period may be determined a non-responsible bidder and excluded from bidding on future projects for a period of not less than one year.

**If the employee (LEP Evanston resident) fails to comply:** At the sole discretion of the City, an employee that has been hired through the LEP may be removed from the program for a period of not less than one year for failing to adhere to program guidelines or due to termination by the contractor for cause. Such termination process will be reviewed by the Business and Workforce Development Coordinator.

**Detailed Local Employment Program Instructions “How to Comply” can be found at:** [Local Employment Program Detailed Instructions](#)
EXHIBIT J

LOCAL EMPLOYMENT PROGRAM COMPLIANCE
ORDINANCE: 60-O-14 AMENDMENT LOCAL EMPLOYMENT PROGRAM (LEP)

I have read and understood the requirements of the City of Evanston Local Employment Program (LEP) as set forth in Section 1-17-1 (C) of the Evanston City Code; Ordinance 60-O-14 AMENDMENT LOCAL EMPLOYMENT PROGRAM (LEP). I intend to comply with the program as follows:

_______ My total bid, including all alternates, is under $250,000, and the LEP does not apply.

_______ My total bid, including all alternates, is over $250,000, and I shall comply with the LEP by employing Evanston residents (residing in zip codes 60201 and 60202) for at least 15% of all hours worked at the construction site by construction trade workers.

_______ My total bid, including all alternates, is over $250,000, and I will seek a waiver on a portion or all of the LEP requirements on this contract. Complete next section “Request for a Waiver” below.

Estimated total labor cost = __________ 15% of total labor cost = ________

REQUEST FOR A WAIVER:
1. Indicate percentage of total construction hours to be performed by Evanston residents: ________

2. Briefly describe why a waiver is requested. Attach additional sheets if necessary:
   __________________________________________________
   __________________________________________________

3. In accordance with the Local Employment Program M/W/EBE’s Local Employment Program - Business | City of Evanston, (contact City to obtain database list) did you utilize the City of Evanston local resident database to search for workers: ________ If no, why not? ______________________

4. In accordance with the Local Employment Program, did you place an ad in a local newspaper notifying Evanston residents of employment opportunities (if yes, attach copy of newspaper ad and certification): ________

5. If utilizing union labor, did you contact in writing Chicagoland labor unions to request a resident for employment on the project (if yes, attach documentation of contacts): ________

I ____________________________, of ____________________________, have read The City of Evanston, Local Employment Program (LEP) as set forth in Section 1-17-1 (C) of the Evanston City Code (which includes Ordinance 60-O-14 AMENDMENT LOCAL EMPLOYMENT PROGRAM (LEP). I understand and will comply with the LEP requirements for this project.

SIGNED:
_____________________________ _____________
Signature     Date

___________________________
Print Name and Title
EXHIBIT K

CERTIFICATE OF COMPLIANCE
WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of Evanston, Cook, County, Illinois, that all work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130 et seq, and as amended by Public Acts 86-799 and 86-693 and current City of Evanston Resolution, with rates to be paid in effect at time work is performed. Contractors shall submit monthly certified payroll records to the city.

Name of Contractor: ________________________________

By: ________________________________

By: State of ________________, County of ________________

Subscribed and sworn to before me this ____________ day of ____________, __________.

Notary Public
Exhibit L

FIRM EXPERIENCE TABLE

<table>
<thead>
<tr>
<th>Work Type</th>
<th>Client 1</th>
<th>Client 2</th>
<th>Client 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ice Rink Construction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recreation Center Construction</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Library Construction</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Athletic Field Construction</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note 1:** Proposers may re-create this table to better accommodate their information, so long as all required information is provided and table follows the general format shown above.

**Note 2:** Provide firm experience references for the prime consultant and sub-consultants.
### Team Experience Within Past 10 Years

List most current similar projects, including Project Name, Client Organization, Reference Name, Title, Phone Number, and Email Address

<table>
<thead>
<tr>
<th>Client / Location (Year)</th>
<th>Project Type</th>
<th>Included ice rink? (yes/no)</th>
<th>Included recreation center? (yes/no)</th>
<th>Included library? (yes/no)</th>
<th>Included athletic fields? (yes/no)</th>
<th>Project Manager</th>
<th>Key Team Member #1</th>
<th>Key Team Member #2</th>
<th>Reference Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

1. Include, at a minimum, the last three similar projects for each team member.
2. Indicate actual team member names. Provide a column for each key team member on this proposal.
3. Provide name, title, email address and phone number for each reference.
**Exhibit N**  
**REFERENCE PROJECT INFORMATION FORM**  
*(Complete one form for each project)*

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td></td>
</tr>
<tr>
<td>Description of project scope:</td>
<td></td>
</tr>
<tr>
<td>Description of work performed:</td>
<td></td>
</tr>
<tr>
<td>Self-performed trades:</td>
<td></td>
</tr>
<tr>
<td>Contract type:</td>
<td></td>
</tr>
<tr>
<td>Construction manager:</td>
<td></td>
</tr>
<tr>
<td>Awarded contract amount:</td>
<td></td>
</tr>
<tr>
<td>Final contract amount:</td>
<td></td>
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<tr>
<td>Change Order Costs in dollars and as a percentage of awarded contract:</td>
<td></td>
</tr>
<tr>
<td>Project Start Date:</td>
<td></td>
</tr>
<tr>
<td>Project Completion Date:</td>
<td></td>
</tr>
<tr>
<td>Owner Contact:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Architect/Engineer Contact:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
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<td>Phone:</td>
<td></td>
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<td>Email:</td>
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</table>
## PROPOSAL COST TABLE

<table>
<thead>
<tr>
<th>Task 1 – Pre-Construction (Not-to-Exceed)</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Design and Constructability Evaluation</td>
<td>$</td>
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<tr>
<td>Cost Estimating</td>
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<td></td>
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<tr>
<td>Permit Preparation</td>
<td>$</td>
<td></td>
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<tr>
<td>Bid Preparation</td>
<td>$</td>
<td></td>
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<tr>
<td>Other Services</td>
<td>$</td>
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</tr>
<tr>
<td>Reimbursable Items</td>
<td>$</td>
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</tbody>
</table>

**Task 1 Subtotal** $ 

<table>
<thead>
<tr>
<th>Task 2 – Construction (Estimated)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Manager Fees</td>
<td>$</td>
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<tr>
<td>General Requirements</td>
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<tr>
<td>Existing Conditions</td>
<td>$</td>
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<tr>
<td>Concrete</td>
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<tr>
<td>Masonry</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Metals</td>
<td>$</td>
<td></td>
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<tr>
<td>Wood, Plastics and Composites</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>$</td>
<td></td>
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<tr>
<td>Openings</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Finishes (interior)</td>
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<td></td>
</tr>
<tr>
<td>Specialties</td>
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<tr>
<td>Equipment</td>
<td>$</td>
<td></td>
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<tr>
<td>Furnishings</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Special Construction</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Conveying Equipment</td>
<td>$</td>
<td></td>
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<tr>
<td>Fire Suppression</td>
<td>$</td>
<td></td>
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<tr>
<td>Plumbing</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Heating, Ventilation and Air Conditioning</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Integrated Automation</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Communications</td>
<td>$</td>
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<td>Electronic Safety and Security</td>
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<td>Earthwork</td>
<td>$</td>
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<tr>
<td>Exterior Improvements</td>
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<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**Task 2 Subtotal** $ 

**Grand Total** $
Exhibit P
AIA DOCUMENT ACKNOWLEDGEMENT

The City intends to utilize AIA Document A133-2009 and AIA Document A201-2007 with modifications noted in the following pages as the agreement for this project. Identify all exceptions to the agreement that would prevent your firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer’s response. Please check one of the following statements:

_____ I have read the agreement and plan on executing the agreement without any exceptions.

_____ My firm cannot execute the agreement unless the exceptions noted below or in the attached sample professional services agreement are made.

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

List exceptions in the area below:
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

________________________________________________________
Authorized Signature: ________________________
Company Name: __________________________
Exhibit P
City of Evanston Modifications to AIA Documents A133-2009 and AIA A201-2007

Supplemental Contract Provisions: Any conflicts between Exhibit P and AIA Documents A133-2009 and AIA 201-2007, this Exhibit shall prevail and be the binding document between the parties. If Exhibit P is silent on the issue, the AIA documents shall prevail.

Supplemental Contract Provisions:

1. GOVERNING LAW
   A. This contract shall be governed by and construed according to the laws of the State of Illinois. In the event of any disputes or litigation, the venue will be Cook County, Illinois.

2. PAYMENTS
   A. Progress payments will be made less a 10% retainage for each payment, which will be held until final acceptance of the work by the City. Certification of each Application for Payment will be made by the City’s representative.
   B. All payments will be made in accordance with Illinois Local Government Prompt Payment Act.
   C. Final payment shall not be made until punch list work is complete and all final lien waivers, certified payroll, warranties, and other close out documents are received.

3. EQUAL EMPLOYMENT OPPORTUNITY
   A. In the event of the contractor’s noncompliance with any provision of the Illinois Human Rights Act or Section 1-12-5 of the Evanston City Code, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the City of Evanston, and the contract may be canceled 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.
   B. During the performance of this contract, the contractor agrees as follows:
      a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or age or physical or mental handicap that does 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 under-utilization. Contractor 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 or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
      c. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine that availability (in accordance with the Fair Employment Commission’s Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which...
employees are hired in such a way that minorities and women are not underutilized.

d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.

e. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Fair Employment Practices Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Commission's Rules and regulations for Public Contracts.

f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency, the City Manager, the Commission and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contract.

g. That it will include verbatim or by reference the provisions of subsections (A) through (G) of this clause in every performance subcontract as defined in Section 2.10(b) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also include the provisions of subsections (A), (E), (F), and (G) in every supply subcontract as defined in Section 2.10(a) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Fair Employment Practices Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

4. M/W/EBE GOAL

The City of Evanston has a goal of awarding 25% of its contracts to Minority-Owned, Women-Owned, and Evanston-based businesses (M/W/EBEs). All Bidders must
state the proposed involvement of M/W/EBEs in completing a portion of the services required by the City by completing the attached M/W/EBE forms. Any questions regarding M/W/EBE compliance should be submitted in writing to Sharon A. Johnson, Business Workforce Compliance Coordinator at shjohnson@cityofevanston.org or Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.

5. LOCAL EMPLOYMENT PROGRAM REQUIREMENTS
In an effort to increase hiring of economically disadvantaged Evanston residents on certain City construction projects, the contractor shall comply with the provisions of the City of Evanston’s Local Employment Program Ordinance (LEP) set forth in Section 1-17-1 (C) of the Evanston City Code. The intent of the LEP is to have Evanston residents employed at the construction site as laborers, apprentices and journeymen in such trades as electrical, HVAC, carpenters, masonry, concrete finishers, truck drivers and other construction occupations necessary for the project. Any questions regarding LEP compliance should be submitted in writing to Sharon A. Johnson, Business Workforce Compliance Coordinator at shjohnson@cityofevanston.org or Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.

NOTE: CITY OF EVANSTON ORDINANCE 60-O-14 AMENDMENT LOCAL EMPLOYMENT PROGRAM (LEP) available on the City website at: Ordinance 60-O-14 Amendment LEP

6. AFFIRMATIVE ACTION IN SUB-CONTRACTING (EXCERPT FROM RESOLUTION 59-R-73)
“Contractor agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the City, Contractor shall furnish evidence of his compliance with this requirement of minority solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal bids in the light most favorable to said minority businesses. Contractor further affirms that in obtaining his performance and bid bonds, he will seek out and use companies who have records of, and/or who will make commitments to, the bonding of minority contractors on a rate basis comparable to their bonding of similar non-minority contractors. The contractor may be required to submit this evidence as part of the bid or subsequent to it.”

7. PREFERENCE TO CITIZENS
The Contractor shall abide by the Illinois Preference Act, 30 ILCS 570 et seq., which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. (“Illinois laborer” means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer.

8. RESTORATION OF SITE
A. Prior to final payment, contractor shall fully restore all property disturbed or damaged during the course of this work. This includes, but is not limited to public property, (walks, curbs, roadways, trees, etc.) private property, and

Revised 7-13
utilities. This shall also include removal of temporary facilities erected during the course of this contract and restoration of these areas.

B. All restoration work shall be subject to the approval of the City and shall restore the property to a condition at least equal to that existing prior to the start of this contract.

C. All restoration work of property damaged by contractor shall be accomplished at the sole expense of the contractor.

9. PREVAILING WAGE

A. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above-mentioned Act and shall prepare any and all bids/bids in strict compliance therewith.

B. All contractors and subcontractors on public works projects must submit certified payrolls on a monthly basis to the City’s project manager and business work force development coordinator, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records her or she knows to be false is a Class B misdemeanor.

C. The certified payroll record must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee’s address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

D. All certified payrolls shall be submitted in electronic format, preferably a PDF file.

E. As a condition of receiving payment, Contractor 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). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx 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.

10. CONTRACTOR REQUIREMENTS

A. The Contractor shall abide by and comply with all local, State and federal laws and regulations relating to contracts involving public funds and the development/construction of public works, buildings, or facilities. The scale of wages to be paid shall be obtained from Illinois Department of Labor and posted by the Contractor in a prominent and accessible place at the project work site.

B. The Contractor certifies it has not been barred from being awarded a contract with a unit of State or local government as a result of bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).

C. The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has a written sexual harassment policy that includes, at a minimum,
the following information: (1) the illegality of sexual harassment, (2) the definition of sexual harassment under State law, (3) a description of sexual harassment utilizing examples, (4) the Contractor’s internal complaint process including penalties, (5) 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 (6) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

D. The Contractor shall abide by the “Illinois Preference Act” which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. (“Illinois laborer” means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer.

11. BOND – PERFORMANCE, MATERIAL, & LABOR

A. The Construction Manager shall, within ten (10) calendar days after acceptance of the bid by the City, furnish a performance bond for 110% of the full amount of the contract from insurance companies having not less than A+ Policyholders Rating from the most recent Alfred M. Best and Co., Inc. listing available. Certification of the insurance company’s rating shall be provided prior to contract implementation and quarterly thereafter until contract completion. Should such rating fall below the required A+ level during performance of the contract, it will be the contractor’s responsibility to notify the City and provide a new bond from an insurance company whose rating meets the City’s requirements.

B. If the contractor has more than one project for which there is a contract with the City of Evanston the contractor shall provide a separate Performance Bond for each project.

12. LIQUIDATED DAMAGES

A. The Contractor must commence work within 10 days of notice from the City and the work must be substantially completed by DATE. In the event the work is not substantially completed by DATE, then in addition to any remedies available to the City, the Contractor will pay to the City the sum of $1,000 per day for each calendar day beyond those dates, until substantial completion of the work has been achieved. This payment is for liquidated damages, in addition to any other damages that may be incurred by the City, and not as a penalty. All such liquidated damages may be set-off against any moneys that may be due the contractor.

B. Substantial Completion shall be defined as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work for its intended use. Substantial Completion will be certified by the issuance of a Certificate of Substantial Completion, to be issued by the City’s representative, when the Contractor has satisfied the above statement and
billed the City for a minimum of 90% of the total value of the work.

13. WARRANTY

A. The contractor warrants that all goods and services furnished to the City shall be in accordance with specifications and free from any defects of workmanship and materials: that goods furnished to the City shall be merchantable and fit for the City's described purposes, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods.

B. The contractor warrants all equipment furnished to be in acceptable condition, and to operate satisfactorily for a period of one (1) year from delivery of, or the completion of installation, whichever is latest, unless stated otherwise in the specifications, and that if a defect in workmanship and/or quality of materials are evidenced in this period, the Seller shall remit full credit, replace, or repair at City's discretion immediately, such equipment and/or parts that are defective at no additional cost to the City.

C. The contractor warrants to the City that each item furnished hereunder, and any component part thereof, will be new and in conformity with the specifications in all respects, unless otherwise specified, and is of the best quality of its respective kind, free from faulty workmanship, materials, or design, and installed sufficiently to fulfill any operating conditions specified by the City.

D. The contractor shall repair or replace any item or component part thereof found not to be in conformity with this paragraph provided the City notified the Seller of such nonconformity within one (1) year after initial use or within eighteen (18) months after delivery, whichever occurs first. In the event Seller fails to proceed diligently to so replace or repair within a reasonable time after receipt of such notice, the City may undertake or complete such replacement or repair for Seller's account, and the seller will be responsible for any additional costs. Acceptance shall not relieve the seller of its responsibility.

14. TAXES

A. Federal Excise Tax does not apply to materials purchased by the City of Evanston by virtue of Exemption Certificate No. A-208762, Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Evanston by virtue of Statute.

B. The City of Evanston is exempt from Illinois Sales Tax by virtue of Exemption Identification number E9998-1750-07.

C. The City's federal tax ID number is 36-6005870.

15. PERMITS & FEES

The Construction Manager must secure and pay for any licenses required by the City of Evanston. Necessary building permits will be required, but all permit fees will be waived and moneys for same must not be included in any bid. Permits required by any other governmental agency will not be waived.

16. LIENS

Neither the final payment nor any part of any retained percentages, shall become due until the contractor, delivers to the City, a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made the contractor shall refund to the City all moneys that the latter may
be compelled to pay in discharging such a lien, including all costs and attorney's fees. Construction manager shall also submit trailing lien waivers as a condition of approval of each pay application.

Modifications to AIA Contract Document A133-2009:

2.2.9 This section shall be modified or stricken as the City of Evanston is tax exempt. Additionally, Construction Manager must submit the City’s sales tax exemption information at the time of purchase to receive the sales tax exemption on transactions.

4.2.2 This section shall be modified to indicate that payment will be made in accordance with the Illinois Prompt Payment Act.

6.6.2 This section shall be modified or stricken as the City of Evanston is tax exempt. Additionally, section shall include statement that Construction Manager will submit sales tax exemption information prior to purchases to prevent sales tax from being assessed.

6.6.3 This section shall be modified as City of Evanston building permit fees will be waived.

7.1.3 This section shall be modified to indicate that payment will be made in accordance with the Illinois Prompt Payment Act.

7.1.7 This section shall be modified to indicate that the City will withhold 10% retainage on all progress payments.

7.2.1 This section shall be modified to indicate that payment will be made in accordance with the Illinois Prompt Payment Act.

Modifications to AIA Contract Document A201-2007:

1.1.1 Item (4) a written order for a minor change in the Work issued by the Architect shall be stricken.

1.5.1 This section shall be modified to indicate that the City is the owner of the instruments of service.

1.1.8 This section shall be stricken.

3.5 This section shall be modified to include the supplemental contract provisions above.

3.6 This section shall be modified or stricken as the City of Evanston is tax exempt. Additionally, section shall include statement that Construction Manager will submit sales tax exemption information prior to purchases to prevent sales tax from being assessed.
3.7 This section shall be modified as City of Evanston building permit fees will be waived. Permit fees assessed by another governmental agency must be secured and paid for by the Construction Manager.

11.3.7 This section shall be stricken.

11.3.8 This section shall be stricken.

11.3.9 This section shall be stricken.

11.3.10 This section shall be stricken.

11.4 This section shall be modified to include performance bond requirements at 110% of contract value and insurance limits as described in section 3 of the RFP.

13.1 This section shall be modified to indicate that the Contract shall be governed by the laws of the State of Illinois and the venue must be Cook County, Illinois.

13.6 This section shall be modified to indicate that payment will be made in accordance with the Illinois Prompt Payment Act.

15.1.2 This section shall be modified to eliminate all reference to the Initial Decision Maker and Architect.

15.1.3 This following sentence shall be deleted from this section: “The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.”

15.1.6 This section shall be stricken.

15.2.1 This section shall be stricken.

15.2.2 This section shall be stricken.

15.2.3 This section shall be stricken.

15.2.4 This section shall be stricken.

15.2.5 This section shall be stricken.

15.2.6 This section shall be stricken.

15.2.6.1 This section shall be stricken.

15.3 This section shall be stricken.
15.4 This section shall be stricken.

EXHIBIT Q

PROPOSAL SUBMITTAL LABEL

CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID/PROPOSAL SUBMITTAL

ADDRESS SUBMITTALS: CITY OF EVANSTON - PURCHASING OFFICE, ROOM 4200
LORRAINE H. MORTON CIVIC CENTER
2100 RIDGE AVENUE - EVANSTON, ILLINOIS  60201

SUBMITTAL NUMBER: __________________________________________________________
SUBMITTAL NAME: __________________________________________________________
SUBMITTAL DUE DATE/TIME: ____________________________________________________
COMPANY NAME: ___________________________________________________________
COMPANY ADDRESS: _________________________________________________________
COMPANY TELEPHONE #: ____________________________________________________

--------------------------------------------------------------------------------
Memorandum

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

From: Martin Lyons, Assistant City Manager / CFO
       Lara Biggs, Bureau Chief – Capital Planning / City Engineer
       Stefanie Levine, Senior Project Manager

Subject: Robert Crown Community Center, Ice Complex and Library
         RFP No. 16-61
         Approval of Schematic Design

Date: September 25, 2017

Recommended Action:
Staff recommends City Council approve the schematic design for the Robert Crown Community Center, Ice Complex and Library Project.

Funding Source:
No funding is required for this approval. Funding for design and construction costs will be provided from General Obligation Bonds and expenses will be tracked in the Capital Improvements Fund.

Livability Benefits:
Built Environment: Enhance public spaces
Education Arts & Community: Incorporate art and cultural resources, Provide quality education from cradle to career
Health & Safety: Promote healthy, active lifestyles

Background Information:
The City currently owns and operates the Robert Crown Ice Rink and Community Center (Crown Center) located at 1701 Main Street. Constructed in 1975, the Crown Center was designed by the Evanston-based architectural firm of O'Donnell Wicklund Pigozzi Architects (now Cannon Design) with Weisinger-Holland Ltd. Structural engineers; Klaucens & Associates, mechanical-plumbing-electrical engineers; and Charles R. Beltz & Company, ice skating rink and equipment consultants. The Crown Center contains one large ice skating arena with seating for approximately 1,100 spectators, a small studio-practice rink, one basketball-sized gymnasium, a nursery-child care room, and a variety of other program/multi-purpose rooms. In addition, the Crown Center contains an assortment of support spaces including locker rooms,
restrooms, a refreshment-food stand, reception area, skate rental, registration, ticket sales / program operations counter, storage rooms, offices, and equipment rooms.

After extensive building analysis, public discussion and program review over the past ten years, it has been determined that the Crown Center should be replaced with a new and larger facility, better designed to meet current community needs. As a result the City hired Woodhouse Tinucci Architects, Llc. (WTA), an architectural consulting firm, in January 2017 to prepare a schematic design for the new facility and site.

Over the past seven months, WTA has worked with staff to prepare and refine the schematic design. Work included conducting a series of meetings with the public, project stakeholders, and Friends of the Robert Crown Center (community fundraisers) to review and provide feedback on design ideas. The final schematic design was reviewed with the public at a neighborhood meeting held on August 3, 2017. The schematic design was well received and contains the following improvements:

1. **Ice Rinks**
   a. Two NHL regulation size ice sheets, one with seating for approximately 1200 spectators and the second with seating for approximately 175 spectators.
   b. Ice support spaces including: ten locker rooms, referee/judges rooms, storage, refrigeration/mechanical equipment space and an ice resurfacer room.
   c. One 200 meter running track above one of the ice sheets.

2. **Gymnasium**
   a. One gymnasium large enough to accommodate two full court basketball games and designed for a wide range of sports activities including basketball, volleyball, indoor soccer, batting practice and gymnastics.
   b. Retractable seating for 300 spectators, two locker rooms and storage.

3. **Community Branch Library**
   a. One 6000 square foot community branch library including a variety of meeting and study rooms.
   b. One exterior reading garden accessible through the library.

4. **Preschool Facility**
   a. One dedicated pre-school/afterschool facility including four separate rooms for different age group programs.
   b. Dedicated office, restrooms, kitchen and storage facilities.

5. **Multipurpose Rooms**
   a. Four multipurpose rooms designed to accommodate a variety of community programming activities, art classes and events.

6. **Miscellaneous Rooms and Features**
   a. Lobby space.
   b. Administrative offices / registration desk.
   c. Pro-shop and skate rental / sharpening.
   d. One fitness / dance room.
   e. One commercial kitchen.
   f. One concession area.
   g. Restrooms.
   h. Storage.
i. Mechanical, electrical, plumbing and fire protection support spaces.
j. Vending areas.

7. Site Improvements
   a. Surface parking for approximately 225 cars with access off of Main Street.
   b. Three exterior, lighted, artificial turf fields accommodating a variety of sports including baseball, soccer, football and lacrosse.
   c. The existing four tennis courts shall be protected.
   d. The site shall also include additional features such as pedestrian / vehicular circulation, maintenance and delivery access off of Lee Street, spectator seating, perimeter fencing, site furnishings, drinking fountains, lighting and landscaping.

Cost estimates for the project range from $40.3 million to $46.7 million and will be refined through the design development and construction document phases. An abbreviated breakdown of the range of costs is below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Low Range ($40.3 million)</th>
<th>High Range ($46.7 million)</th>
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<tbody>
<tr>
<td>Building construction</td>
<td>$27,000,000</td>
<td>$31,300,000</td>
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<td>Site construction</td>
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<td>$8,600,000</td>
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<tr>
<td>Soft costs (consulting, fixtures, furnishings, equipment, testing, permits, utility fees, etc)</td>
<td>$5,100,000</td>
<td>$5,500,000</td>
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<tr>
<td>Contingency</td>
<td>$1,200,000</td>
<td>$1,300,000</td>
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<tr>
<td>Total</td>
<td>$40,300,000</td>
<td>$46,700,000</td>
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</tbody>
</table>

For more details on the schematic design and the public engagement process please visit the following web link:

www.cityofevanston.org/robertcrownproject

Recommendation:
The schematic design for Robert Crown Community Center, Ice Complex and Library has received highly positive feedback from the public, project stakeholders and the Friends of the Robert Crown Center. Staff therefore recommends approval of the schematic design so that design development can commence.

Legislative History:
Council approval of schematic design contract (Item A3.8, 01/23/2017)
Memorandum

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

From: Martin Lyons, Assistant City Manager / CFO
      Lara Biggs, Bureau Chief – Capital Planning / City Engineer
      Stefanie Levine, Senior Project Manager

Subject: Robert Crown Community Center, Ice Complex and Library
         RFP No. 16-61
         Consulting Contract Amendment #1, Design Development and
         Construction Document Services

Date: September 25, 2017

Action:
Staff recommends City Council authorize the City Manager to amend an existing
architectural services contract for design development and construction document
services for the Robert Crown Community Center, Ice Complex and Library Project
(RFP No. 16-61) with Woodhouse Tinucci Architects LLC, (230 W. Superior Street, 6th
Floor, Chicago, Illinois 60654), in the amount of $1,632,833.00. This amendment will
modify the existing agreement from $514,000.00 to $2,146,833.00 and extend the
existing contract deadline from June 30, 2017 to June 30, 2018.

Funding Source:
Funding will be provided from General Obligation Bonds and expenses will be tracked in
the Capital Improvements Fund, Accounts 415.40.4116.62145 – 616017, 415.40.4117.62145 – 616017 and 415.40.4118.62145 – 616017(pending)). Friends of
Robert Crown have also committed to funding a portion of this phase of the project and
currently have approximately $1.5 million in received funds. This alternative will be
more clearly identified in the final 2018 Adopted Budget.

Livability Benefits:
Built Environment: Enhance public spaces
Education Arts & Community: Incorporate art and cultural resources, Provide quality
education from cradle to career
Health & Safety: Promote healthy, active lifestyles
Background Information:
Over the past seven months, consultants Woodhouse Tinucci Architects, LLC (WTA) have worked with staff and the public to develop and prepare a schematic design for the new Robert Crown Community Center, Ice Complex and Library. The schematic design for the new facility and redeveloped site contains the following improvements:

1. Ice Rinks
   a. Two NHL regulation size ice sheets, one with seating for approximately 1200 spectators and the second with seating for approximately 175 spectators.
   b. Ice support spaces including: ten locker rooms, referee/judges rooms, storage, refrigeration/mechanical equipment space and an ice resurfacer room.
   c. One 200 meter running track above one of the ice sheets.
2. Gymnasium
   a. One gymnatorium large enough to accommodate two full court basketball games and designed for a wide range of sports activities including basketball, volleyball, indoor soccer, batting practice and gymnastics.
   b. Retractable seating for 300 spectators, two locker rooms and storage.
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   a. One 6000 square foot community branch library including a variety of meeting and study rooms.
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   a. One dedicated pre-school/afterschool facility including four separate rooms for different age group programs.
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5. Multipurpose Rooms
   a. Four multipurpose rooms designed to accommodate a variety of community programming activities, art classes and events.
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   b. Administrative offices / registration desk.
   c. Pro-shop and skate rental / sharpening.
   d. One fitness / dance room.
   e. One commercial kitchen.
   f. One concession area.
   g. Restrooms.
   h. Storage.
   i. Mechanical, electrical, plumbing and fire protection support spaces.
   j. Vending areas.
7. Site Improvements
   a. Surface parking for approximately 225 cars with access off of Main Street.
   b. Three exterior, lighted, artificial turf fields accommodating a variety of sports including baseball, soccer, football and lacrosse.
   c. The existing four tennis courts shall be protected.
   d. The site shall also include additional features such as pedestrian / vehicular circulation, maintenance and delivery access off of Lee Street,
At this time the project is ready to proceed to the design development and construction document development phase. This phase will prepare the detailed design documents necessary to construct the project.

**Analysis:**
A copy of the consultant’s design development and construction document fee, broken out by task and subtask is attached for reference. It is currently anticipated that design development and construction document work will be completed in spring 2018. Please note when WTA was originally hired for the project, professional fees were initially estimate at $2,497,983. At this time, total projected professional fees have increased to $2,892,483 as a result of scope modifications developed during the schematic design process. Final professional service costs which include other consultants including geotechnical engineering for site work, and other engineering services will fluctuate based on final costs of the project.

A breakdown of funding for this project is as follows:

<table>
<thead>
<tr>
<th>Account Summary</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Project Funding (FY 2016 and FY 2017)</td>
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<tr>
<td>CCS Expenses 2016 - 2017</td>
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<td>Schematic design contract - 2017</td>
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<tr>
<td>Contract amendment #1 (pending)</td>
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<td>Pending FY 2018 Project Funding</td>
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</tr>
<tr>
<td>Balance Remaining</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Please note this amendment will increase WTA’s M/W/EBE participation to 25%.

**Legislative History:**
Council approval of schematic design contract (Item A3.8, 01/23/2017)

**Attachments:**
Contract Amendment  
M/W/EBE Memorandum
Amendment No. 001  
Date: 09/25/2016  
Agreement Date: 01/25/2017  

PROJECT: Robert Crown Community Center, Ice Complex and Library, RFP 16-61  
OWNER: City of Evanston  
CONSULTANT: Woodhouse Tinucci Architects, Llc.

The following changes are hereby made to the AGREEMENT:

Design development and construction document services for the Robert Crown Community Center and Ice Complex Project, RFP 16-61. See attachment for additional information.

Change to CONTRACT PRICE: $1,632,833.00

Original BASE CONTRACT PRICE: $ 497,500.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDER OR AMENDMENT: $ 514,000.00
Total change in CONTRACT PRICE for this AMENDMENT: $ 1,632,833.00
The CONTRACT PRICE including this AMENDMENT will be: $ 2,146,833.00

Original Date for Contract Completion: 06/30/2017  
Time Extension (in calendar days): 365 days  
Modified Date for Contract Completion: 06/30/2018

Approved by (Owner):  

City of Evanston  
Date

Accepted by (Consultant):  

Woodhouse Tinucci Architects, Llc.  
Date
To: Martin Lyons, Assistant City Manager / Chief Financial Officer  
Lara Biggs, P.E. Bureau Chief – Capital Planning / City Engineer  
Stefanie Levine, Senior Project Manager  

From: Tammi Nunez, Purchasing Manager  

Subject: Robert Crown Community Center Ice Complex and Library RFP 16-61 Consulting Contract Amendment #1, Design Development and Construction Document Services  

Date: September 25, 2017  

The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract. With regard to the recommendation for Robert Crown Community Center Ice Complex and Library, RFP 16-61, Consulting Contract Amendment #1, Design Development and Construction Document Services WTA.’s total base bid during tasks 1, 2 and 3 is $2,146,833.00, and they will receive 25% credit for compliance towards the M/W/EBE goal.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MB</th>
<th>WBE</th>
<th>EBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stearn-Joglekar</td>
<td>Structural Engineering</td>
<td>$155,000.00</td>
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<tr>
<td>CCIM</td>
<td>Mechanical Engineering</td>
<td>$203,000.00</td>
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<td>Terra Engineering</td>
<td>Civil Engineering</td>
<td>$98,000.00</td>
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<td>Grumman/Butkus</td>
<td>3rd Party LEED Commission</td>
<td>$30,000.00</td>
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<td>Ann Kustner Lighting</td>
<td>Lighting Consultant</td>
<td>$40,000.00</td>
<td>1.8%</td>
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<tr>
<td>Carnow, Conibear, &amp; Assoc.</td>
<td>Environmental Engineering</td>
<td>$8,000.00</td>
<td>.3%</td>
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<tr>
<td>Total M/W/EBE</td>
<td></td>
<td>$534,000.00</td>
<td>25%</td>
<td></td>
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</table>
To: Honorable Mayor and Members of the City Council  
Administration & Public Works Committee

From: Martin Lyons, Assistant City Manager / CFO  
Lawrence Hemingway, Parks, Recreation and Community Services Director  
Karen Danczak Lyons, Library Director

Subject: Extension of Contract with Community Counselling Services Co. LLC

Date: September 20, 2017

Recommendation
Staff and Friends of Robert Crown recommend that City Council authorize the City Manager to execute a third contract extension of three months for the period of October through December 2017 for consulting services with Community Counselling Services Co., LLC (CCS) located at 155 North Wacker, Suite 1790, Chicago, Illinois 60606 at a total cost of $96,000 a $1,500 reduction from the previous quarter.

Funding Sources
FY 2017 Capital Improvements Fund – Robert Crown Project Budget - $1.5 million  
Account 415.40.4117.65515  
Architect Fees approved from this account - $497,000  
Previous CCS Expenses in 2017 $291,500  
Net Balance $713,000  
(This balance does not include the proposed acceptance of the Woodhouse Tinucci Architectural contract also included in the September 25 agenda for approval.)

Livability Benefits
Built Environment: Enhance public spaces  
Educations, Arts & Community: Promote a cohesive and connected community  
Equity & Empowerment: Ensure equitable access to community assets

Discussion
The third extension of the CCS covers a period from October 1 through December 31,
2017. At the present time, the total estimated funds raised by the Friends of Robert Crown and CCS are approximately $9.4 million, assuming that the full $5.0 million matching grant will be received. Total Fundraising payments to CCS through the end of this requested extension will be $798,500, including the original expense for the feasibility study. As is also noted in this report the CCS analysis showed an 18 to 24 month fund-raising period for this project from which $3.0 – $5.0 million could be raised. After 19 months which included substantial organization work in the first 60 days, CCS reports that we have raised just over $4.45 million which would be matched by a major donor to make total funds raised to date $8.9 million (Attachment 2).

The fund raising program continues on in a more public phase with a major field sports fund raising event planned in November. CCS will be a critical part of the next phase of fundraising and as such Staff and Friends of Robert Crown have requested another extension of their services. Attachment 3 is a proposal from CCS to continue fundraising through December 2017 at a cost of $32,000 per month. As noted in the proposal from CCS, without a coordinated approach to continued fund raising the estimated total funds to be raised will flatten out substantially. Continued support with CCS could result in the fundraising effort far exceeding $10,000,000 and as such the expense should be continued to be viewed as an investment as well. The chart below shows the potential impact of ending the CCS contract on overall funding for the project.

As will be discussed in the Crown Project update on September 25, 2017, Friends of Robert Crown will set their new fund raising goal at $15.0 million. While this will a major effort, it is needed given revised project cost estimates and given the facilities requested during the public input process of schematic design for the Robert Crown Community Center and Library and surrounding fields. Fundraising will continue beyond January 1, 2017, and extend beyond ground breaking in 2018.
The 3rd extension contract is different than the previous extension in regards to the level of detail associated with administration of donated funds. Friends of Robert Crown, CCS and City Staff have outlined processes for the receipt and payment of funds and these processes will be formalized in a Memorandum of Understanding to be approved by the City Council in October 2017.

Consideration was given to having the Friends of Robert Crown take over a portion of fund raising expenses. Rather than change this contractual relationship, Staff recommends that the Friends of Robert Crown begin payment to the City for Woodhouse Tinnucci Architects for the next phase of their services. These fees will be greater than the requested extension included in this report.

Attachments:
Attachment 1 – Crown Funding Update – September 2017
Attachment 2 – CCS Contract Extension Proposal
CAMPAIGN MEMORANDUM

TO: Martin Lyons, City of Evanston     DATE: September 20, 2017
FROM: Michael Happ, CCS Fundraising
CC: Mayor Stephen H. Hagerty; Friends of the Robert Crown Center; Laura Meengs-Aikens, CCS
RE: Campaign Progress – Robert Crown Community Center

Marty,

Below is a brief campaign progress report, highlighting key accomplishments, challenges, and next steps. Please contact CCS with questions or concerns. As always, thank you for your leadership and support.

**Statistical Overview:**

<table>
<thead>
<tr>
<th>Campaign Totals</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Gifts and Pledges</td>
<td>$4,452,732</td>
</tr>
<tr>
<td>Matching Grant Commitment</td>
<td>$4,452,732</td>
</tr>
<tr>
<td>TOTAL GIFTS AND PLEDGES</td>
<td>$8,905,464</td>
</tr>
<tr>
<td>City &amp; EPL Bond Financing</td>
<td>$12,500,000</td>
</tr>
<tr>
<td>TOTAL RAISED FOR PROJECT</td>
<td>$21,405,464</td>
</tr>
<tr>
<td>NEEDED FOR $5M GOAL / $10M MATCH</td>
<td>$547,268</td>
</tr>
</tbody>
</table>

The campaign has raised more than **$4.45 million** in gifts, pledges, and investments from the community, or **$8.9 million** in total with all gifts doubled by our lead matching grant. Counting the full value of the grant, the campaign has secured **$9.45 million**. The team must raise **$547,000** more to fully realize the match, surpass our original stretch goal of $5 million from the community, and cross the $10 million milestone overall.

**Case for Support:** Making use of new color renderings from the architect, CCS has begun the process of completely redesigning the campaign’s slate of materials in preparation for a second publicly-focused wave of fundraising activity. These materials include brochures, request prospectus packets, view books, postcards, hand pass pieces for events, and large signs and banners. Friends of the Robert Crown Center board members are taking a leadership role in crafting the revised message for the next wave of fundraising.

**Leadership:** The Friends of the Robert Crown Center board met September 11. A planning meeting will be held this Thursday September 21 for a fields-focused fundraising event in November. This is a weekly meeting. CCS has also instituted a weekly meeting with the principal officers of the Friends Board to set short and long term fundraising priorities and drive campaign activity.

**Prospects:** Three major request visits have been conducted in the past week, with key leaders continuing three other promisingpending request conversations by phone and email. Talks with another potential leadership level partner organization are proceeding well; at their request, CCS and Parks Department staff are preparing revised gift and programming proposals for their consideration at an October meeting. Several new prospects at many potential request levels were engaged through the Evanston MashUp, and key volunteer leaders are following up this week. The buy-a-brick campaign has yielded 134 gifts of $500 to $2,000, and greatly increased the overall number of community members participating.

**Plan:** CCS’s has provided a formal proposal for a three-month extension of services outlining a clear delineation of roles and responsibilities, projections and revised recommended goals, and deliverables. The two primary 90-day objectives are to continue and accelerate current fundraising success and to prepare the City and the Friends for a new publicly-focused phase of campaigning into and through 2018.
September 13, 2017

Martin Lyons
Assistant City Manager/Chief Financial Officer
City of Evanston
2100 Ridge Ave.
Evanston, IL 60201

Dear Marty:

Thank you again for the privilege to partner with the City of Evanston, the Evanston Public Library, and a diverse coalition of community leaders on the campaign for a reimagined Robert Crown Community Center, Park, and Library. It has been CCS’s great pleasure to work with you and the City in advancing the campaign.

ACHIEVEMENTS TO DATE

Congratulations on all that the City and its partners have achieved thus far. Since the feasibility study in the fall of 2015 and the beginning of active fundraising activity in the spring of 2016, the campaign has secured over $9.4 million in total gifts and commitments. CCS is proud to have played a role in this tremendous community success, and we are eager to help continue it. To date, we have:

- Solicited and secured a transformative $5 million matching grant
- Negotiated and secured a $1 million institutional program partnership agreement
- Secured $3.4 million in other gifts and pledges from over 300 individuals, families, businesses, and community organizations
- Expanded the campaign’s list of prospects to include more than 1,000 individuals, families, and organizations with over $60 million in giving potential
- Founded and built an active, vibrant 501(c)(3)-designated non-profit community organization, Friends of the Robert Crown Center, to solicit and steward gifts
- Leveraged our fundraising success to facilitate the formation of a Project/Design Committee, the selection of an architectural firm, and the development of a beautiful and versatile site design
- Created administrative infrastructure and operational systems and procedures to facilitate the project’s effective long-term financial planning and management—including bookkeeping, banking, accounts payable and receivable, pledge redemption, gift documentation and acknowledgement, recordkeeping, and revenue projection
- Unified a diverse assembly of community leaders, elected and appointed officials, and volunteers into a thriving coalition focused on a common goal
- Established the momentum necessary for the city and the Friends to launch a robust, publicly focused second wave of campaign activity, with the potential to raise another $1 to $3 million in gifts and pledges
The original campaign plan included a recommended goal of $3 to $5 million, with the potential for additional lead gifts, to be pursued over a timeline of 12 to 24 months. After 18 months of active fundraising activity, the campaign has far surpassed those goals and is well-positioned for continued success.

Most remarkably, the community coalition working to realize this bold vision has achieved the above victories despite several logistical and systematic impediments. At its outset, the campaign had:

- No design, consensus on major design elements, or designing architect engaged
- No established organizational leadership structure
- No preexisting base of potential donors, members, or supporters
- No applicable “roadmap” of similar successful initiatives to follow

The campaign’s success to date is a testament to the values and generosity of the Evanston community, the great and immediate need for the programs and services the new center and park will make possible, the dedication and determination of our volunteers, the collaborative guidance of City and library staff, and the faithful support and leadership of the Mayor and City Council.

CCS is pleased to have helped facilitate this success. We would be honored and excited to continue our partnership with the City of Evanston and build toward even greater achievements.

**OUR OUTLOOK**

CCS believes the campaign has reached an exciting threshold, creating a valuable once-in-a-generation opportunity. The coalition working to create this vital new community resource has built incredible momentum, and by continuing those efforts, stands to positively impact the local community for decades to come. To take advantage of this moment, CCS recommends the campaign coalition take all possible steps to continue and accelerate fundraising activity.

Though the campaign has achieved significant success, there is tremendous potential yet unrealized. To date, we have more than $2 million in pending requests, $500,000 in scheduled requests, and $2 million in briefing meetings completed—representing more than $4.5 million in potential from donors who have shown enough interest to meet with a campaign representative. In addition, the families, individuals, and organizations who have not yet received requests represent over $40 million in giving potential. To date, the team has secured decisions from less than 25% of its identified prospects.

These figures present the coalition with a valuable opportunity to take advantage of its current momentum by designing and launching a second phase of campaigning—a 6- to 12-month period of expanded solicitation activity with new materials, an increased focus on public outreach, and a goal of securing an additional $2 to $3 million in gifts and pledges.
Though it is impossible to project fundraising scenarios with certainty, CCS can advise unequivocally that pledges and gifts will slow significantly without professional counsel engaged or full-time fundraising staff employed. The following are example projections to aid your decision-making process. Though imprecise, these estimates are based on known solicitations in progress as well as previous comparable CCS engagements.

PROPOSAL FOR CONTINUED SERVICE

With the critical $10-million milestone rapidly approaching, an innovative and attractive site design nearly complete, a fully operational non-profit fundraising organization in place, and overwhelming untapped giving potential within the community, the campaign stands poised to continue and build on its success.

To help craft and realize that vision, CCS proposes an extension of full-time, on-site campaign management services beginning on October 2, 2017 and continuing for a period of three months.

Services and Duties

CCS will provide the following:

- **Campaign direction** – CCS will continue to provide day-to-day management, implementation, and oversight of all campaign activities.
- **Strategic campaign guidance** – CCS will provide strategic guidance, benchmark setting, and measurement to ensure that the established campaign momentum continues and accelerates.
- **Director assignment** – CCS will assign the same full-time Campaign Director who has directed the previous 18 months of activity, Michael Happ, for the duration of this three-month extension of services.
- **Hours and location** – CCS will work primarily out of the current on-site campaign office. The Campaign Director will maintain a weekly schedule of Monday through Friday during normal working hours, and will also attend meetings and events during evenings and weekends as needed. CCS personnel will frequently
attend to campaign business at other locations in and around Evanston during normal working hours, and will occasionally work from the CCS office and other locations as necessary. No part of this agreement shall establish or imply a requirement for CCS personnel to be in specific locations during specific predetermined periods of time.

- **Case and collateral development** – CCS will continue to revise, enhance, and recreate case for support materials, including printed pieces, mail and email communications, video and social media content, and other promotional and internal campaign documents. We will collaborate with the City of Evanston, the Friends of the Robert Crown Center, and other campaign volunteers to ensure that the campaign’s slate of campaign collateral meets all fundraising needs for the next 6 to 12 months.

- **Leadership development and volunteer management** – CCS will continue to provide counsel to and collaborate with the Mayor and other City of Evanston leaders to build support for the project and help further campaign objectives. CCS will continue to assist, advise, and collaborate with the Board of Directors of the Friends of the Robert Crown Center, and to coordinate and facilitate the Friends’ fundraising activity. In addition, CCS will continue to work with the City and the Friends to identify, recruit, and train other volunteers and leaders.

- **Reporting** – CCS shall report solely and directly to Martin Lyons, Assistant City Manager/Chief Financial Officer of the City of Evanston. Though CCS will assist, advise, collaborate with, and help coordinate the activity of the Friends of the Robert Crown Center, no part of this agreement shall establish, imply, or constitute a reporting relationship between CCS and any officer or representative of the Friends of the Robert Crown Center.

**Deliverables**

CCS will create or lead the development process of the following:

- **Internal planning and operational documents** – These materials will include a 6- to 12-month Campaign Plan with a new timeline and recommended leadership structure, an updated Table of Gifts and Annotated Prospect List, an administrative Standard Operating Procedures Manual, and a Campaign Continuation and Completion Guide.

- **Promotional pieces** – These materials will include a new general-purpose campaign brochure, a project view book, a revised personal gift prospectus, updated promotional copy for a new campaign video, an advertisement opportunities brochure, an updated and expanded slate of naming opportunities, new banners and posters, and redesigned visual and textual website content.

- **Donor communications** – These materials will include acknowledgement letters, pending request letters, pre-visit introductions, event invitations, a holiday-season general appeal, community announcements, and mass email marketing messages.
**Roles and Responsibilities**

Recognizing the City of Evanston’s in-kind support of the Friends of the Robert Crown Center in the form of staff hours, CCS will direct campaign activity in accordance with the following delineation of authority and responsibility:

<table>
<thead>
<tr>
<th>Duties and Activities</th>
<th>CCS Fundraising</th>
<th>City of Evanston</th>
<th>Friends &amp; Campaign Volunteers</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Volunteer Management</strong></td>
<td></td>
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<td></td>
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<tr>
<td>Solicitation training</td>
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<td></td>
<td></td>
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<tr>
<td>Individual coaching</td>
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<td></td>
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<tr>
<td>Prospect assignment</td>
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<tr>
<td>Fundraising meeting leadership</td>
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<td></td>
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<tr>
<td>Volunteer recruitment</td>
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<td></td>
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<tr>
<td>Sports and user group communication</td>
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<td></td>
<td></td>
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<tr>
<td>Event planning meeting leadership</td>
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<tr>
<td><strong>Gift Solicitation</strong></td>
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</tr>
<tr>
<td>Leadership and major gift requests</td>
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</tr>
<tr>
<td>Community gift requests - $25,000 and below</td>
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<td>✓*</td>
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<tr>
<td>Prospect calls and emails - prep and counsel</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Prospect calls and emails</td>
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<tr>
<td>Community group meetings and presentations</td>
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<td><strong>Solicitation Materials - Content Creation</strong></td>
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<tr>
<td>Briefing and request prospectuses</td>
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<tr>
<td>Request levels</td>
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<td></td>
<td></td>
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<tr>
<td>Brochures and targeted pieces</td>
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<td></td>
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<tr>
<td>Postcards and other mail pieces</td>
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<td></td>
<td></td>
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<tr>
<td>Posters and banners</td>
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<tr>
<td>Pre-visit and pending request letters</td>
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<td></td>
<td></td>
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<tr>
<td>Letters of intent - standard and customized</td>
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<td></td>
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<tr>
<td>Talking points</td>
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<td>Video content</td>
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<td>Email blasts and social media posts</td>
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<td><strong>Internal and Operational Materials</strong></td>
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<tr>
<td>Campaign plan and timeline</td>
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<tr>
<td>Table of gifts and prospect lists</td>
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<tr>
<td>Systems and procedures</td>
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<tr>
<td>Campaign continuation and completion guide</td>
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</tbody>
</table>

* at CCS’s discretion; see "Prospect Assignment"
<table>
<thead>
<tr>
<th>Duties and Activities</th>
<th>CCS Fundraising</th>
<th>City of Evanston</th>
<th>Friends &amp; Campaign Volunteers</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Data and Pledge Redemption Management</strong></td>
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<tr>
<td>Prospect research</td>
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<td>Gift and pledge tracking</td>
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<tr>
<td>Gift documentation and recordkeeping</td>
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<td>Financial reporting and revenue projections</td>
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<td>✓</td>
</tr>
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<td>Invoices and reminders</td>
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<tr>
<td>Acknowledgement letters</td>
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<td><strong>Financial Functions</strong></td>
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<td></td>
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<td>Mailbox / correspondence management</td>
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<td>Expenses and banking</td>
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<tr>
<td>Credit card transaction management</td>
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<tr>
<td>Bookkeeping, budgeting, financial statements</td>
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<td>✓</td>
</tr>
<tr>
<td>Audit &amp; 990 preparation</td>
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<td></td>
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<tr>
<td>Financial oversight</td>
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<tr>
<td><strong>Grants Oversight and Management</strong></td>
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</tr>
<tr>
<td>Research</td>
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<td>✓</td>
<td></td>
</tr>
<tr>
<td>Application and proposals</td>
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<tr>
<td>Letters of Inquiry</td>
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<td></td>
<td></td>
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<tr>
<td>Supporting material assembly</td>
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<td>✓</td>
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<tr>
<td><strong>Office and Administrative Functions</strong></td>
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<td></td>
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<tr>
<td>Campaign progress reports</td>
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</tr>
<tr>
<td>Staff meeting coordination</td>
<td></td>
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<tr>
<td>Website maintenance</td>
<td>✓</td>
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</tr>
<tr>
<td>Mass mailings</td>
<td></td>
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</tbody>
</table>

**Objectives**

Using all of the tools and tactics described herein, CCS will use this three-month engagement period to aggressively pursue the following two main objectives:

- **Continuing current fundraising progress** – CCS will work to ensure that fundraising momentum continues and accelerates, keeping the campaign on pace to eventually reach $12 to $13 million.
- **Ensuring long-term campaign sustainability** – CCS will prepare the City of Evanston, the Friends of the Robert Crown Center, and all other allies and partners to continue a robust and successful campaign into 2018 and beyond.
PROFESSIONAL FEE
CCS’s fee for the above services is $32,000 per month. The total fee for three months of extended full-time, on-site campaign management services is $96,000, payable in monthly installments as services are rendered. The only additional costs would be for local transportation for the on-site director and executive travel.

At the end of this extended contract period, CCS would work with you and the City to assess what is needed beyond the next three months, and identify the most appropriate level of service to support further fundraising activity.

CONCLUSION
If the City is satisfied with the terms and conditions included herein, this letter can serve as an agreement between the City of Evanston and Community Counselling Service Co., LLC (CCS Fundraising) to extend full-time campaign management services for three months beginning on October 2, 2017 and ending on December 29, 2017. All other terms and conditions of our contracts dated August 11, 2015, February 13, 2017, and June 6, 2017 remain the same.

Please sign and return a copy to CCS Fundraising and retain one copy for your files. Thank you again for the opportunity to continue our work with you.

Sincerely,

Laura Meengs-Aikens
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee
From: Evonda Thomas-Smith Director, Health and Human Services Department
      Ike Ogbo, Public Health Manager, Health and Human Services
Subject: Termination of Smithereen Pest Management Services Contract
Date: September 19, 2017

Recommended Action:
Staff recommends the termination of the current contract between the City of Evanston and Smithereen Pest Management Services. The termination request is due to unmet contractual requirements. Staff is recommending hiring another rodent control company to replace Smithereen until the end of the 2017 calendar year.

Livability Benefits:
Support Strong and Safe Communities: Improve Health Outcomes.

Background:
In 2012, the City contracted Rose Pest Solutions for rodent treatment at residential properties and public places in Evanston. Rose Pest Solutions provided these services from 2012 to March 30, 2017. On April 1, 2017, Smithereen Pest Management Services became the new contractual vendor.

Complaints:
The first six months of the contractual obligations, 311 has received over 100 complaints from residents and city staff on the lack of timely responses, quality of service, and treatment to reduce rodent population. The contract specifically details response and service requirements; however Smithereen has failed in meeting such requirements. This constitutes an infraction of the terms of the contract and demonstrates the inability of Smithereen to honor the expectation of the contractual agreement. City staff have hosted meetings with Smithereen to address concerns but their services continue to be inadequate.
To date, the City has received 546 rodent treatment requests. The table below depicts the City’s rodent treatment requests from 2015-2017.

<table>
<thead>
<tr>
<th>Year</th>
<th>Rodent Treatment Requests</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1 - September 19, 2017</td>
<td>546</td>
</tr>
<tr>
<td>2016</td>
<td>1,108</td>
</tr>
<tr>
<td>2015</td>
<td>1,280</td>
</tr>
</tbody>
</table>

Costs of Other Vendors:
Staff obtained three quotes from licensed pest control companies to complete the rodent control services from October 1 through December 31, 2017. A Request for Proposal (RFP) will be prepared for FY2018 and subsequent years for a long-term rodent control company if approved.

<table>
<thead>
<tr>
<th>Rodent Control Company</th>
<th>Cost (October 1 - December 31, 2017)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chem-Wise</td>
<td>$8,150</td>
</tr>
<tr>
<td>Pest Management Services</td>
<td>$7,150</td>
</tr>
<tr>
<td>Rose Pest Solutions</td>
<td>$19,000</td>
</tr>
</tbody>
</table>

All three companies submitted RFP’s in 2016 and have indicated experience in providing pest control services in various municipalities in Illinois.

Attachment:
Smithereens’ Pest Management’s Contract
City of Evanston
Rodent Control

Prepared by:
Laura Rewerts
Corporate Account Manager
Smithereen Pest Management
Professional and Technical Competence:
In Business since 1888, Smithereen gives professional advice by making recommendations on appropriate products and services and providing feedback on how to prevent future pest problems. Your level of service is only as good as the technician servicing you. Therefore, our technicians are trained to meet and exceed the industry standard. Technicians participate in ongoing training programs to ensure they have the most up-to-date industry knowledge. We recruit and retain skilled technicians, whose training and experience ensures that you receive the highest quality service consistently.

We have an on staff Entomologist who provides support to our technicians and educates them and our customers via online support and in person training classes and symposiums (free of charge). Our Service Managers and Quality Control Managers ensure you are receiving a superior level of service on every visit. Our Quality Management Program consists of regularly scheduled reviews, including documentation updates and on-site inspections, unbenezounced to the technicians. Our Technical team is readily available to identify and solve any pest issue.

Total Quality Management
Regularly scheduled contact will be maintained between our personnel and your staff to ensure that the service program is providing preventive control. This will entail thorough inspections and maintaining contact with key personnel. Reports from these inspections will be completed and submitted to our Quality Assurance Manager for review. This service is designed to ensure that our quality standards are being maintained and are consistent throughout the company.

Experience
We have decades of experience and proven success in servicing both Municipalities and Residences / Multi-Family Housing. We are familiar with the service guidelines and protocols and we have the technical staff to support our technicians. In this environment, we understand the importance of documentation and communication (ie: MSDS labels, detailed service reports, 24/7 online access to your service reports , in addition to the paper copies in the logbook, pest sighting logs, trend analysis, etc..) as well as educating our clients and offering a complete range of superior solutions to satisfy any and all pest needs with one full service company. Again, all applications and procedures are in accordance with industry best practices; as well as requirements and guidelines of federal, state and local governments and inspectors. Our practices and procedures are also based on compliance with these agencies and inspectors' expectations.
Response Time:
Smithereen has a rapid response commitment which means treatment can begin within a matter of hours. Depending on the severity of the emergency service call, a technician will be dispatched anywhere from immediately to 24 hours. We have a 24 hour hotline and night and weekend technicians that work around the clock to serve you.

Illinois Offices:
Smithereen has (3) Service Centers in Illinois (Niles (Headquarters), Chicago and New Lenox). Each office has a staff consisting of about 20 technicians and an Operations Manager(s) and a Branch Service Manager. You will always have the same Technician and the same backup Technician. You will have a single point of contact and an escalation list with contact numbers of all individuals (and their Managers up to a VP level) who handle your account. Our Administrative staff, Customer Service Department and on staff Entomologist (Dr. Angela Tucker) is located at our Headquarters in Niles. The Niles Branch Service Manager, Jim Brucker, would oversee the City of Evanston account. Jim has over 15 years experience with Smithereen.

Health & Safety:
Smithereen's IPM program is designed with the health and safety of its customers in mind. Our technicians are trained to be proactive and identify issues before they become a larger infestation. If an infestation is found, they have the knowledge and experience to identify it, eradicate it and prevent new ones from occurring. Routine and follow up inspections are a key component in providing a pest free and healthier environment. Our technicians' extensive training allows them to understand the health risks associated to pests and a safe method of applying materials to combat them. Our practices and procedures are in accordance with federal, state and local governments / inspectors which ensures better health and safety for the residents and less liability to you.

Documentation and Communication
All hardware noted on the schematic will be numbered and receive a unique barcode. Barcodes will be scanned using handheld technology during each service rendered. Service reports will then record service details and provide information for pest trending.

A Pest Management Program Manual will be furnished and maintained. The program manual will document services rendered, pest management materials used and detailed trending information. It will also include Material Safety Data Sheets (MSDS) and product information.

The Smithereen Technical Service Representative assigned to your account will provide reports which will be submitted to your personnel at the conclusion of each service. These reports will note any pest activity in and around the facilities, needed structural and/or sanitation improvements as they relate to the Pest Management Program, materials used and services rendered during the reporting period.
Materials and Equipment
All labor, materials and equipment required to render the services described herein will be furnished by Smithereen. Materials used and application methods are in accordance with regularly established practices and in compliance with Federal, State and local regulatory agencies.

Time of Service
Services will be rendered Monday through Friday during normal working hours, 8:00 am to 5:00 pm, unless otherwise agreed upon. If additional services are required for covered pests within 30 days following a regularly scheduled service visit, such services will be rendered promptly without an additional charge.

Ancillary Services
Smithereen provides a complete range of pest management services, using Integrated Pest Management (IPM) techniques. Services include bird abatement, exterior perimeter treatments, bioremediation, ULV fogging, Fumigation, Bed Bug Services, etc...

Insurance
Smithereen maintains adequate insurance coverage; including general liability, worker's compensation, and automobile liability. A copy of the current Certificate of Insurance is available in the 'Information' section of the Program Manual.
COVER LETTER

Smithereen Pest Management Services
7400 N. Melvina
Niles, IL 60714
847-647-0010

With over 125 years of experience, Smithereen Pest Management provides a wide variety of Integrated Pest Management services, offering a partnership with our clients that result in the safest solution to pest problems and prevention of future ones.

As a full service Pest Management Company, we offer a complete range of superior solutions. For instance, in addition to General Pest Control, we offer Green Pest Management, Bird Abatement, Wildlife Control, Termite Control, Spider Control, Perimeter Treatments and Bed Bug Services.

Please direct any questions regarding our proposal to:

Smithereen Pest Management Services
Andy McCormack, Vice President or
Jim Brucker, Branch Manager
(847) 647-0010

Signed ___________________________ Date 12/12/14

Your Partner for a Healthy Environment
Area Manager Resume

Smithereen Pest Management Services
Jim Brucker, Branch Manager
7400 N. Melvina
Niles, IL 60714

Jim Brucker, of Smithereen Pest Management Services, has been a Branch Manager for 15 years. He is IDPH Certified: General Core, Restricted Insect and Rodents, Bird Management and Fumigation. Jim is well versed and trained in all aspects of Integrated Pest Management Services.
References

City of Naperville (GPC – Daily service since 2/2010)
Richard Wacker
3612 Naper/Plainfield Road
Naperville, IL 60540
630-305-5944

Great Lakes Naval Base Residences,
Forest City Management (GPC – Daily since 7/1997)
NTC 3212C
Great Lakes, IL 60088
847-887-9675

City of Northlake (GPC – Monthly service since 11/2010)
Lisette
55 E. North Ave.
Northlake, IL 60164
708-562-0940

Village of Midlothian (GPC – Monthly service since 3/2010)
Courtney Oshea
14801 S. Pulaski
Midlothian, IL 60445
708-389-0200

County of DuPage (GPC – Monthly since 1/2012)
Katrina Arlowe
505 N. County Farm Road
Wheaton, IL 60187
630-407-6184

Kane County (GPC – Monthly since 10/2010)
Gus Konstantindis
530 S. Randall Road
St. Charles, IL 60134
630-742-2799

JuanBurks
Bldg 200 Main Hospital
Hines, IL 60141
708-202-8387
ADDENDUM No. 1
November 21, 2016

This addendum forms a part of the RFP Documents for RFP # 16-70 and modifies these documents.

QUESTIONS:

Q1: The "Scope of Service" indicates that the Contractor will "initially provide 50 bait stations." Depending on how many more may be added, would the Contractor be able to bill for the additional stations to be serviced?

A1: As stipulated in the Scope of Service, the Contractor will initially provide 50 bait stations. There are hundreds of bait stations currently being used in the field that will be added to the initial 50. If service requests exceed the total number of available bait stations then billing for additional stations will be accepted.

Q2: The RFP states that the Contractor will provide 50 rodent bait stations "per year". The term of this project is (3) years; therefore, is the Contractor expected to provide / service 150 stations over the course of the (3) year contract?

A2: Yes, the Contractor is required to provide 50 bait stations per year. It amounts to 150 bait stations for the 3 year project.

Q3: If rodent equipment needs to be put on private property, does the City provide the resident with the waiver or is it the responsibility of the Contractor? How long does the equipment stay there and how often should it be serviced?

A3: Rodenticide release of liability form is provided by the City. This document is located on the City's website and can be submitted online or in person. The Contractor has to make the evaluation based on rodent activity how long rodent control equipment stays on property and how often it needs to be serviced. Typically properties are serviced on a weekly basis and the release of liability is valid for 120 days.

Q4: Can you provide a map of where the initial 50 rodent bait stations will be placed?
A4: The City of Evanston receives rodent control service calls throughout the City. The bait boxes are utilized where needed. There is no map indicating where the initial stations are placed.

Q5: Can you provide a log/time sheet from last 12 months?

A5: Properties are typically serviced on a weekly basis by the Contractor. Some cases will require more visits within the week due to high rodent activity. The Contractor currently works from 7:30am-3pm weekly and may work additionally if need be.

Q6: Can you provide a more detailed description of your expectation for the 10 overnight rodent abatement services?

A6: This method of treatment replicates a treatment model used in Baltimore, MD. The practice involves placing snap traps with food and setting a snap overnight. The rodents would feed without consequence the first night and second nights so they would become comfortable with the traps in their environment. During the third night, the traps would again be supplied with food and the traps would be set. This successful practice has been performed in areas with high rodent service requests and where significant numbers of burrows have been observed.

Q7: When 311 call is made do we have to make contact with that caller specifically to schedule our service?

A7: The Contractor will be trained on how 311 requests are entered into the system and how contact is made with the resident. All inspections and treatments are scheduled into the 311 system by which an e-mail correspondence informs the resident the date of inspection and treatment of her/his property.

Q8: Will companies that don't participate in the MBE portion automatically disqualified. Their language is actually a little loose on this.

A8: MW/EBE is a goal the City sets but is not a requirement. We ask that you do your due diligence in trying to provide an MW/EBE provider. If that is not possible please fill out the waiver in the RFP document with an explanation as to why you cannot fulfill this goal.
Q9: What is the proposed protocol for a 311 call?

A9: The residents call and the requests are entered by City 311 Operators into the 311 system. The requests are then transferred to the Contractor who will be trained and have access to the system. At that point, the Contractor will schedule a date for the inspection and treatment and send that message via 311 to the residents’ e-mails.

I received and acknowledge this Addendum in its entirety.

Laura Reznick 12/11/16
Laura Reznick
Corporate Account Manager
As the City continues to review RFP’s submitted for City-wide pest control services, responses are needed to understand your company’s ability to manage rodent control inspections and treatment in Evanston. Please respond to the number of inquiries below:

- Has your company performed residential rodent control services for an entire municipality or city? If so, list the name of the municipalities or cities and the length of services in these areas.

- Do you have the technological capacity and acumen to handle residential complaints submitted via our 3-1-1 system? (Remote computers and designated staff are required for this task. Staff will also be trained on how our 311 system operates)

- Our Department receives an average of 20-24 rodent treatment requests a week amounting to an average of over 1,000 rodent treatments a year. Do you have ample number of Pest Control Operators for this task?

- Are your Pest Control Operators licensed by the State of Illinois?

- At least weekly treatments are required in Evanston. What days of the week will you be performing rodent control treatments?

- What type of bait/poison will you be using? Provide the spec sheets for them. Are they only selective to kill rats?

- Submit spec sheets of the bait stations that will be used

- Who will you be your contact person(s)?
Thank you and have a pleasant day.

Ike C. Ogbo, MPH, REHS
Public Health Manager
Health & Human Services
2100 Ridge Ave, #2103
Evanston, IL 60201
847-448-8289 (Phone)
io@cityofevanston.org
Smithereen Pest Management
Laura Rewerts
Corporate Account Manager
7400 N. Melvina
Niles, IL 60714
312-907-9535

Thank you for considering Smithereen Pest Management Services. Please see below for the responses to your questions; and contact me with any additional questions or concerns. Thank you again and we look forward to serving you!

- Yes, we have extensive experience and expertise in servicing both Residential and Municipalities. In addition, we are the forerunner in the Healthcare, Assisted Living and Property Management sectors, all of which have a zero tolerance for pests.

We service and have serviced multiple accounts which are similar in scope to that of the City of Evanston including the City of Kansas City (3/2010 - present), City of Northlake (2/2013 - present) and City of Blue Island (3/2010 - 3/2015).


- Yes, we have all the specified capabilities to perform this task including the required technology and staff members that could be trained for the 3-1-1 protocols.

- Yes, we are fully staffed and have a sufficient amount of Technicians to perform this task.

- Yes, our Technicians / Managers are licensed by the State of IL.

- Service can be performed Monday through Friday. We offer flexibility and will coordinate a service time that is agreeable to you.

- Materials used for rats are Firststrike, Final and Blue Max Meal Bait. Please see the email attachments for the SDS and Labels.

- Please see the email attachment for the Rodent Bait Station spec sheet.

- Contacts:
  Laura Rewerts (Corporate Account Manager) 312-907-9535
  Jim Brucker (Branch Manager) 847-647-0010 x 1100
# Proposed Cost Table

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 rodent bait boxes/year</td>
<td>$30,000</td>
</tr>
<tr>
<td>Weekly visits to investigate requests</td>
<td>$0</td>
</tr>
<tr>
<td>Fuel</td>
<td>$0</td>
</tr>
<tr>
<td>Rodenticide</td>
<td>$0</td>
</tr>
<tr>
<td>10 overnight alley rodent abatement/year</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Yearly Cost</strong></td>
<td>$30,000</td>
</tr>
</tbody>
</table>
Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: Smithereen Pest Management Services

APPLICANT ADDRESS: 7400 N Melvina Niles, Il 60714

TELEPHONE NUMBER: 847-647-0010

FAX NUMBER: 847-647-0600

APPLICANT is (Check One)

☑ Corporation

( ) Partnership

( ) Sole Owner

( ) Association

Other ( )

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

SECTION 1 - CORPORATION

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

Jack R Jennings, President 7400 N Melvina Niles, Il 60714

A.A. McCormack, V.P. Secretary 515 Evanston Lake Bluff, IL 60044

1b. (Answer only if corporation has 33 or more shareholders.)

Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest.

(Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

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

Jack H Jennings 100%

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

N/A

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

N/A

SECTION 3 - TRUSTS

3a. Trust number and institution.

N/A

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

N/A

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

N/A
SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

N/A

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

N/A

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

N/A

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

Date 11/29/16

Signature of Person Preparing Statement

VP Secretary

ATTEST:

Notary Public

Commission Expires: 1/25/19

Revised 10-14 (01-16)
EXHIBIT B
ADDITIONAL INFORMATION SHEET

Proposal Name: City Wide Rodent Control
Proposal Number #: 16-70
Company Name: Smithereen Pest Management
Contact Name: Laura Rewerts
Address: 7400 N. Melvin, Niles, IL 60714
City, State, Zip: Niles, IL 60714
Telephone/FAX #: 847-647-0010 / 847-647-0606
E-mail: lrewerts@smithereen.com

Comments: N/A
Exhibit C

CONFLICT OF INTEREST FORM

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

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

A.A. McCormack

(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)
(Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this 28 day of November, 2016.

OFFICIAL SEAL
C Lipowski
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/25/19

Notary Public

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

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

Authorized Signature:  
Typed/Printed Name:  AA McCormack  
Title:  Vice President  
Email:  andy@smithereen.com  
Company Name:  Smithereen Pest Management  
Date:  1/29/16  
Telephone Number:  847-647-0010  
Fax Number:  847-647-0606
Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

A.A. McCormack, being first duly sworn,

deposes and says that he is Officer

of Smithereen Pest Management

(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

A.A. McCormack

(Name of Bidder if the Bidder is an Individual)

(Name of Partner if the Bidder is a Partnership)

(Name of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 28 day of November, 2016

C. Lipowski

Notary Public

Commission Expires: 12/25/19

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

CITY OF EVANSTON M/W/EBE POLICY

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

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

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

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

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

Revised 10-14 (01-16)
Exhibit G

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that [N/A] (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is (check only one):

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

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

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

Total proposed price of response $__________________________

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

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

Information on the M/W/EBE Utilized:

Name [N/A]

Address [N/A]

Phone Number ____________________________

Signature of firm attesting to participation ____________________________

Title and Date ____________________________

Please attach:

1. Proper certification documentation if applying as a M/WBE and check the appropriate box below. This M/WBE will be applying with documentation from:
   - [ ] Cook County
   - [ ] City of Chicago
   - [ ] State certification
   - [ ] Federal certification

2. Attach business license if applying as an EBE
Exhibit H
M/W/EBE PARTICIPATION WAIVER REQUEST

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

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

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

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

For #1 & 2, please provide a narrative describing the outreach efforts from your firm and proof of contacting at least 15 qualified M/W/EBEs prior to the bid opening. Also, please attach the accompanying form with notes regarding contacting the Assist Agencies.

_____ 3. No subcontracting opportunities exist.

Please provide a written explanation of why subcontracting is not feasible.

_____ 4. M/W/EBE participation is impracticable.

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

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

Signature: ____________________________ Date: ____________

(Signature)
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<tr>
<th>AGENCY</th>
<th>DATE CONTACTED</th>
<th>CONTACT PERSON</th>
<th>RESULT OF CONVERSATION</th>
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<td>Association of Asian Construction Enterprises (AACE)</td>
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<td>5500 Touhy Ave., Unit K</td>
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<td>Skokie, IL 60077</td>
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<td>Phone: 847/5259693</td>
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<td>Perry Nakachi, President</td>
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<td>Black Contractors United (BCU)</td>
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<td>Email: <a href="mailto:bcunewera@ameritech.net">bcunewera@ameritech.net</a></td>
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<td>Chicago Minority Business Development Council</td>
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<td>105 West Adams Street</td>
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<td>Sheila Hill, President</td>
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<td>Federation of Women Contractors</td>
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<td>Contact Person: Beth Doria</td>
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<td>Maureen Jung, President</td>
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<td>Hispanic American Construction Industry (HACIA)</td>
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<td>901 W. Jackson, Suite 205</td>
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<td>Fax: 312/666-5692</td>
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<td>Email: info@haca lavorks.org</td>
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<td>Women's Business Development Center</td>
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<td>8 S. Michigan Ave, Suite 400</td>
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<td>Chicago, Illinois 60603</td>
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<td>Phone: 312-853-3477</td>
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<td>Fax: 312-853-0145</td>
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<td>Email: <a href="mailto:wbdc@wbdc.org">wbdc@wbdc.org</a></td>
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<tr>
<td>Carol Dougall, Director</td>
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Exhibit 1

Professional Services Agreement Acknowledgement Page

The City has attached its standard professional services agreement as an exhibit to this RFP. Identify all exceptions to the agreement that would prevent your firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response. Please check one of the following statements:

- [ ] I have read the professional services agreement and plan on executing the agreement without any exceptions.

- [ ] My firm cannot execute the City's standard professional service agreement unless the exceptions noted below or in the attached sample professional services agreement are made.

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

List exceptions in the area below:

N/A

Authorized Signature: [Signature]

Company Name: Smithereen Pest Management

Typed/Printed Name and Title: Laura Reynolds

Corporate Account Manager

Date: 01/27/17
City of Evanston

CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT
The parties referenced herein desire to enter into an agreement for professional services for

City-Wide Rodent Control Services
RFP Number: 16-70

THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this 17th day of February, 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 SMITHEREEN PEST MANAGEMENT, with offices located at 7400 N. Melvina Niles, IL 60714, (hereinafter referred to as the “Consultant”). Compensation for all basic Services (“the Services”) provided by the Consultant pursuant to the terms of this Agreement shall not exceed $30,000 per year.

I. COMMENCEMENT DATE

Consultant shall commence the Services on 2/28/17 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 1/31/20. 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 of Evanston

CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT

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

City-Wide Rodent Control Services
RFP Number: 16-70

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this ___st
day of ___December___, 2011, between the City of Evanston, an Illinois municipal
corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter
referred to as the "City"), and [Insert Professional Service Provider's name here], with
offices located at [Insert address here], (hereinafter referred to as the "Consultant").
Compensation for all basic Services ("the Services") provided by the Consultant pursuant to
the terms of this Agreement shall not exceed $[Insert fee here].

30,000 /yr

I. COMMENCEMENT DATE

Consultant shall commence the Services on 2/1/17 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 2/1/20. 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

Revised 10-14 (01-16)
City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A - Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the "Services") set forth here: Services are those as defined in Exhibit A, the City's Request for Proposal/Qualifications No. #16-070 (Exhibit B) and Consultant's Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

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

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

Revised 10-14 (01-16)
The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City’s prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant’s work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

VII. SEXUAL HARASSMENT POLICY

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

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

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

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

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

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

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

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

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

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

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

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

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

IX. INTEGRATION

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

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

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

CONSULTANT:

By __________________________

Its: VP

FEIN Number: 36 1792300

Date: 11/28/16

CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201

By: __________________________

Its: City Manager

Date: 2-27-17

Approved as to form:
W. Grant Farrar
Corporation Counsel

By: __________________________

2-27-17
EXHIBIT A – Project Milestones and Deliverables

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

I. COMMENCEMENT DATE: 3/1/2017

II. COMPLETION DATE: 1/31/2020

III. FEES: $30,000 PER YEAR

IV. SERVICES/SCOPE OF WORK:

As defined in RFP #16-70______ (Exhibit B) and Consultants Response to Proposal (Exhibit C)
Dated: 12/1/15
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
       Stefanie Levine, Senior Project Manager

Subject: Fountain Square Renovations (Bid No. 17-05)
         Change Order No. 2

Date: September 25, 2017

Recommended Action:
Staff recommends City Council authorize the City Manager to execute Change Order No. 2 for the Fountain Square Renovation Project (Bid No. 17-05), which modifies the project’s completion deadline for portions of the fountain and memorial work to May 1, 2018. There is no cost increase associated with this change order.

Funding Source:
Funding is provided from multiple funds as identified in the 2017 Capital Improvements Plan and as noted below:

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Account</th>
<th>FY 2017 Budget</th>
<th>Project Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Washington National TIF</td>
<td>415.40.4217.65515 - 516004</td>
<td>$4,740,000</td>
<td>$4,740,000.00</td>
</tr>
<tr>
<td>2017 GO Bond in the Capital Improvements Fund (for Alt #7 - Sheridan Road lighting)</td>
<td>415.40.4117.65515 - 415450</td>
<td>$290,000</td>
<td>$262,960.00</td>
</tr>
<tr>
<td>2017 GO Bond in the Capital Improvements Fund (from other project savings)</td>
<td>415.40.4117.65515 - 516004</td>
<td>$1,000,000</td>
<td>$897,306.70</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$6,030,000</td>
<td>$5,900,266.70</td>
</tr>
</tbody>
</table>
Livability Benefits:
Built Environment: Enhance public spaces; Provide compact and complete streets and neighborhoods
Education, Arts & Community: Preserve and reuse historic structures and sites

Background Information:
Copenhaver Construction is currently in the process of reconstructing Fountain Square and the 1500 Block of Sherman Avenue. The project was originally scheduled for completion on December 1, 2017, but due to several factors including delays in receiving an Illinois Department of Public Health permit for the fountain construction and extended lead-times for procurement of the memorial wall glazing, the contractor will be unable to complete all aspects of the work within the original schedule. Copenhaver Construction has requested a contract extension until May 1, 2018 to complete portions of the fountain and memorial wall construction only. This will also impact installation of street furniture and some landscaping elements. All other aspects of the project will not be extended and shall be subject to the contract’s original construction deadline of December 1, 2017. Staff and the project’s construction engineering consultant have reviewed this request and find it acceptable.

Analysis:
Staff recommends approval of Change Order No. 2 to extend Copenhaver Construction’s contract for a portion of the work at the Fountain Square Renovation Project until May 1, 2018. Please note Change Order No. 1 was approved by staff and was related to field modifications of several items, none of which impacted the overall contract amount. There will be an additional change order request by Christopher B. Burke Engineering related to this time extension, which would include a time extension and an increase in cost for engineering. This has not yet been negotiated.

Legislative History:
On 10/19/2015, City Council authorized proceeding with a Request for Proposal for engineering services
On 2/22/2016, City Council approved a contract for Phase I of Engineering Services with Christopher B. Burke Engineering
On 7/11/2016, City Council approved the design concepts and authorized a contract amendment for Phase II of Engineering Services with Christopher B. Burke Engineering
On 3/13/17, City Council approved the construction services with Copenhaver Construction.

Attachments:
Change Order No. 2
CITY OF EVANSTON
CHANGE ORDER

Order No. 002
Date: 09/11/2017
Agreement Date: 03/27/2017

PROJECT: Fountain Square Renovation Project, Bid #17-05
OWNER: City of Evanston
CONTRACTOR: Copenhaver Construction

The following changes are hereby made to the AGREEMENT:

Completion date extended until May 1, 2018 for the following items located exclusively within the plaza area north of Davis Street:
1. Installation of permeable concrete pavers only where needed to accommodate Copenhaver’s spring 2018 construction activities.
2. Installation of the following fountain system components: 7.5 HP filter pump, chlorination equipment, UV sterilizer, equipment room pump pipe work, suction pits, fountain controller, nozzle pits, fountain lighting, structural steel, wind sensor, granite paving, and BAC Net programming.
3. Installation of cube benches, and cube bench lighting.
4. Installation of the following memorial wall components: base cover, glazing, and medallions.

Completion date extended until May 1, 2018 for the following items within all areas of the project limits:
1. Installation of tables and chairs.
2. Installation of the planting soil mix and mulch at the planters.
3. Installation of perennial and shrub plantings at the planters.

Change to CONTRACT PRICE: $0.00

Original BASE CONTRACT PRICE: $ 5,900,266.70
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS $ 5,900,267.24
Total change in CONTRACT PRICE for this CHANGE ORDER $ 0.00
The CONTRACT PRICE including this CHANGE ORDER will be $ 5,900,267.24

Original Date for Contract Completion 12/01/2017
Time Extension (in calendar days) for items defined above 152 days
Modified Date for Contract Completion for items defined above 05/01/2018
Contract Completion Date for all other items 12/01/2017

Approved by (Owner): ____________________________
City of Evanston
________________________________________________
Date

Accepted by (Contractor): ____________________________
[Copenhaver Construction]
________________________________________________
Date
Memorandum

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

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

Subject: Contractual Stump Removals

Date: September 18, 2017

Recommended Action
Staff recommends that City Council authorize the City Manager to execute a contract for the removal of stumps from City parkways to the low bidder, Alvarez, Inc., (Barrington, IL), in the amount of $34,920.41.

Funding Source
Funding for this project is included in the FY 2017 General Fund (Account 100.40.4320.62385). The adopted 2017 Fiscal Year Budget allocated $75,000 to this account, which has a current balance of $59,525.

Livability Benefits:
Built Environment: Enhance public spaces
Natural Systems: Protect and restore natural ecosystems.

Background:
Since Emerald Ash Borer was discovered in Evanston in 2006, City staff has continued to fall behind in other areas of work tasks due to the increase in Ash tree removals. In order for us to reduce the number of stumps on parkways citywide, staff is requesting to contract out the grinding of stumps and parkway restoration at 272 locations citywide.

Summary
Bids to perform this work were opened and publicly read on September 12, 2017. Only one bid was received as follows:
<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
<th>Bid Per Inch</th>
<th># of Elms</th>
<th>Average diameter in inches</th>
<th>Award Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alvarez, Inc.</td>
<td>15N497 Old Sutton Rd. Barrington, IL, 60010</td>
<td>$7.57</td>
<td>4,613</td>
<td>17”</td>
<td>$34,920.41</td>
</tr>
</tbody>
</table>

The bid price from Alvarez is in line with previous bids for this type of work that Evanston has solicited in the past. Staff has checked the references of the vendor, since they have not done any work for the City of Evanston in the past. All three references were very positive of the companies past performance.

The work under this contract includes the grinding of 272 existing stumps to a minimum depth of 18”, removal of the stump grindings, the placement of new topsoil to fill the hole, and then the seeding of all disturbed areas on each parkway. The completion date under this contract is November 30, 2017.
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 15, 2017

Recommended Action:
Staff recommends that City Council 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. Staff also recommends the award of a waste characterization study to Groot Industries, Inc. (2500 Landmeier Rd, Elk Grove Village, IL) in the amount of $8,800.00 for a study to be completed within 12-months of contract award.

<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>

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 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>
</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 Quads 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>

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.

Summary:
Staff does not recommend accepting the prices for the alternate proposals since the increased service does not justify the increased cost. Groot has performed satisfactorily during the current contract. Staff therefore recommends award of the base bid to Groot Industries.
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 15, 2017

Recommended Action:
Staff recommends that City Council 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. Staff also recommends the award of a waste characterization study to Lakeshore Recycling Systems (6132 W. Oakton Street, Morton Grove, IL) in the amount of $1,900.00 for a study to be completed within 12-months of contract award.

<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.

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<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.

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<th>Firm</th>
<th>Firm Quals and Exp</th>
<th>Responses to Additional Submission Requirements</th>
<th>Project Approach</th>
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<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 as 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 shown 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.

**Summary:**
Lakeshore has performed satisfactorily during the current contract and their submitted proposal price is lower than the existing. Therefore staff recommends award of the Condominium Refuse Collection Contract to Lakeshore Recycling.
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 and Food Scrap Collection Contract Award (RFP 17-47)

Date:      September 15, 2017

Recommended Action:

Staff recommends that City Council 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 and food scraps 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></td>
<td>$318,472.00</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></td>
<td>$19,905.00</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>

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.

**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.
The proposals submitted to provide year round yard waste and food scrap collection for residents with a yard waste cart or for the mandatory yard waste / food scrap program was too expensive to implement. Further negotiations with Lakeshore resulted in Lakeshore agreeing to allow food scraps to be placed in existing yard waste carts during the 8.5 months of yard waste collection provided by the base bid.

**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.

**Summary:**
Lakeshore’s proposal is lower than the current price to perform the yard waste collection. In addition, Lakeshore has agreed to allow food scraps to be placed in yard waste carts during the 8.5 month yard waste collection season. Therefore, staff recommends award of the yard waste collection services to Lakeshore Recycling.
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 21, 2017

Recommended Action: 
Staff recommends that City Council continue discussion on suggested sanitation service 
charge amendments and provide direction.

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

Legislative History:
At the September 11, 2017 City Council meeting, Council reviewed staff’s memorandum 
detailing the background and history of sanitation charges with Council and 
recommended staff return September 25, 2017 for continued discussion.

From Staff’s September 11, 2017 Memorandum: 
Background:
As of June 30, 2017, the Solid Waste Fund has a deficit balance $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.
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. Revenue from the below rate increases are anticipated to generate $622,250 resulting in a shortfall of only $1,400 for the service in 2018.

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</td>
<td>$60.00</td>
<td></td>
</tr>
<tr>
<td>($20 billed every other month for 3 months)</td>
<td></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.
Memorandum

To: Honorable Stephen H. Hagerty and Members of the City Council
City Manager, Wally Bobkiewicz

From: Henry J. Ford, Jr., Assistant City Attorney


Date: August 23, 2017

Recommended Action:
Staff recommends City Council adoption of Resolution 73-R-17 authorizing the City of Evanston execute a settlement agreement in Trinette Lark, et al. v. City of Evanston, et al. (Case No. 16-cv-04630).

Funding Source:
Insurance Fund (Settlement Costs – Liability)

Summary:
Since June 2016, the Law Department defends the City and nine (9) City Police Officer Defendants against civil rights and pendent state law claims brought against them by Plaintiffs Trinette Lark, Bria Diaz, and Prince Ford in the United States District Court for the Northern District of Illinois, Eastern Division. Plaintiffs’ claims concern an incident between the parties in Evanston on April 26, 2015.

The parties wish to resolve all claims in this litigation by settlement. The settlement agreement and release will be reviewed and approved as to form by the Law Department. Upon Plaintiffs’ receipt of the settlement payment from the City, Plaintiffs will then dismiss all claims in this litigation against all defendants with prejudice terminating the lawsuit. Execution of the settlement agreement and payment is not an admission of liability by the City and the Police Officer Defendants in this litigation.

Attachments:
Resolution 73-R-17
73-R-17

A RESOLUTION

Authorizing the Settlement of all Litigation and Claims with
Trinette Lark, Bria Diaz, and Prince Ford

WHEREAS, since 2016, the City and nine (9) Police Officer Defendants defended claims brought against them by Trinette Lark, Bria Diaz, and Prince Ford (collectively referred to herein as “Plaintiffs”) in case no. 16-cv-04630 in the United States District Court for the Northern District of Illinois, Eastern Division; and

WHEREAS, this litigation pertained to an incident between the parties on April 26, 2015; and

WHEREAS, Plaintiffs, residents of Evanston, Illinois, seek to settle all claims pursuant to the terms of a release and settlement agreement negotiated by counsel of record for the City, Police Officer Defendants, and Plaintiffs; and

WHEREAS, in compliance with Section 2(e) of the Open Meetings Act, 5 ILCS 120/2(e), the City seeks final action on settlement of this litigation in open session before the public; and

WHEREAS, upon Plaintiffs' execution of the settlement agreement, the City will pay Plaintiffs a total of fifty thousand dollars ($50,000) (“Settlement Payment”); and

WHEREAS, Plaintiffs must dismiss with prejudice all claims brought against the City and the City Police Officer Defendants in case no. 16-cv-04630.
NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: The City Manager is hereby authorized to execute the Settlement Agreement with Plaintiffs. The Settlement Agreement will be approved as to form by the City’s Corporation Counsel prior to execution.

SECTION 2: Resolution 73-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
Resolution 75-R-17: Authorize City Manager to Execute an Amendment to Lease Agreement for City Owned Property at 1804 Maple Avenue

For Action

Memorandum

To: Honorable Mayor and Members of the City Council
From: Martin Lyons, Assistant City Manager
       Paul Zalmezak, Senior Economic Development Coordinator
Subject: Resolution 75-R-17, Authorize City Manager to Execute an Amendment to the Commercial Lease Agreement for City Owned Property at 1804 Maple Avenue
Date: September 18, 2017

Recommendation:
Staff recommends City Council adopt Resolution 75-R-17 authorizing the City Manager to execute an amendment to lease agreement with PharmaCann, LLC for the city owned property at 1804 Maple Avenue.

Livability Benefits:
Built Environment: Enhance public spaces

Background:
The City Council approved a lease agreement with PharmaCann, LLC in April 2015 for the commercial space at the Maple Avenue Parking Garage. The space met the location criteria for a medical cannabis dispensary as defined in Public Act 098-0122 “The Compassionate Use of Medical Cannabis Pilot Program Act.” This property has remained vacant since the garage’s construction in the late 1990s.

Summary
Attached is a copy of the amendment to the lease agreement between PharmaCann, LLC and the City of Evanston. Because of the uncertainty associated with the State of Illinois pilot program, PharmaCann, LLC is seeking to amend the first extension option from three years to one year and keep the second extension option the same (three years). If the amendment is approved, PharmaCann, LLC lease will expire on December 31, 2018, instead of December 31, 2020.

PharmaCann, LLC agreed to rent the space for $84,000 per year ($35/sq ft), for an initial period commencing May 2, 2015 and expiring December 31, 2017 (coinciding with the termination of the state’s pilot program act).
Legislative History
On April 13, 2015 City Council adopted Resolution 40-O-15 “Authorizing the City Manager to Execute a Lease Agreement for City Owned Property Located at 1804 Maple Avenue”.

Attachments:
- Lease between Pharmacann, LLC and City of Evanston
- Ordinance 75-R-17 with Lease Amendment
LEASE

between

PHARMACANN, LLC

an Illinois limited liability company

as Tenant

and

CITY OF EVANSTON

An Illinois municipal corporation,

as Landlord

1804 MAPLE AVENUE

EVANSTON, ILLINOIS 60201
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LEASE

THIS LEASE AGREEMENT is made by and between CITY OF EVANSTON ("Landlord"), an Illinois municipal corporation and PHARMACANN LLC, an Illinois limited liability company d/b/a PHARMACANNIS ("Tenant").

WITNESSETH:

1. PREMISES

(a) Property. Landlord is the fee simple owner of certain real property at 1800 Maple Avenue, Evanston, Illinois 60201, which is the public parking facility commonly known as the "Maple Avenue Garage" legally described in Exhibit "A" attached hereto and incorporated herein (the "Garage Property"). The Garage Property contains two commercial units on the ground level and Landlord leases one of these units to Tenant, which is approximately 2,400 square feet of land with the common address of 1804 Maple Avenue, Evanston, Illinois 60201, as shown on the Site Plan on Exhibit "B" attached hereto and incorporated herein by this reference (the "Premises"). Landlord does hereby demise and lease the Premises to Tenant, for Tenant's exclusive use and control, together with all appurtenances thereto, pursuant to the terms and conditions of this Lease.

(b) Parking. This Lease does not include any parking spaces for employees or customers in the Maple Avenue Garage as part of the rental rate. Any parking charges will be assessed at an hourly rate as posted in the Garage Property.

2. TERM

(a) Primary Term. Subject to the provisions of this Lease, the "Primary Term" shall commence on the 1st day of May, 2015 ("Commencement Date") and shall end at 11:59 p.m. on the 31st day of December, 2017, except as otherwise terminated as provided herein.

(b) Expiration of Pilot Program. In August, 2013, Illinois Governor Patrick Quinn signed Public Act 098-0122 "The Compassionate Use of Medical Cannabis Pilot Program Act" into law with an effective date of January 1, 2014 (the "Medical Cannabis Act"). The Medical Cannabis Act allows for the establishment of sixty (60) medical cannabis dispensaries and cultivation centers for the prescribing of medical cannabis to qualifying patients throughout Illinois. The statute provides for the 60 dispensaries to be distributed throughout the state by designated geographic areas defined by Niles and Evanston Township boundaries and referred to as "District 34". Tenant was awarded the authorization to apply for a dispensary license in District 34 ("License") for the Premises location. On the Effective Date of this Lease, the Tenant has not been awarded the License by the State of Illinois and anticipates that it will be awarded in June 2015. The Medical Cannabis Pilot Program will expire on December 31, 2017 and accordingly the Primary Term shall expire at the same time. Tenant's obligations under this Lease as conditioned upon Tenant's receipt of the License.

(c) Extended Terms. Provided Tenant is not otherwise in default beyond any applicable cure period and the Medical Cannabis Act is extended, replaced or otherwise amended such that Tenant is still permitted to conduct the Permitted Use from the Premises, Tenant shall have two (2) options (individually, an "Extension Option"), for two (2) immediately successive periods of three (3) years
each (each an "Extension Term") upon the same terms, covenants and conditions as herein provided. Each Extension Option shall be exercised by Tenant delivering to Landlord written notice of such election, not less than one hundred twenty (120) days prior to the expiration of the then current term. The exercise by Tenant of any one Extension Option shall not be deemed to impose upon Tenant any duty or obligation to renew for any further period of time, and that the exercise of any Extension Option shall be effective only upon the giving of notice of extension in accordance with the foregoing provisions. The Primary Term together with any Extension Term is referred to herein collectively as the “Term”.

(d) Adverse Legislation; Termination Right. Notwithstanding anything to the contrary in this Lease, if at any time during the term of this Lease, Tenant is prohibited from conducting its normal course of business by reason of law or legislative or administrative act, whether federal, state or local, or loss of the License, Tenant shall have the right to terminate this Lease upon ninety (90) days prior written notice. In the event Tenant terminates this Lease as aforesaid, Tenant shall pay to Landlord an amount equal to all rents and other charges due Landlord through the effective date of termination and, in the event any such amounts are unknown at that time, an amount reasonably estimated by Landlord to reflect Tenant’s obligation under this Lease, and the parties shall have no further obligations under this Lease except for those obligations which specifically survive the expiration or earlier termination of this Lease.

3. RENT

(a) Fixed Minimum Rent. Commencing on the Commencement Date, and subject to the terms of this Lease, Tenant agrees to pay to Landlord: (i) Fixed Minimum Rent (herein so called) described below; and (ii) all other charges due from Tenant to Landlord hereunder as “Additional Rent” (herein so called).

(i) Initial Fixed Minimum Rent. Commencing on the Commencement Date and continuing through the Primary Term, Tenant shall pay to Landlord the sum of Eighty-four Thousand and 00/100 Dollars ($84,000.00) per annum in monthly installments of Seven Thousand and 00/100 Dollars ($7,000.00) ($35.00 per square foot per annum). The rent specified in this paragraph 3(a) (i) as adjusted pursuant to paragraph 3(a) (ii) below shall be deemed “Fixed Minimum Rent” for purposes of this Lease. The Parties agree that the Rent shall be abated for the first three (3) months of the Agreement (May 1, 2015 – July 31, 2015). The first Rent payment is due on or before August 1, 2015.

(ii) Fixed Minimum Rent Adjustments. The Fixed Minimum Rent set forth in Section 3(a) (i) above shall be adjusted at the beginning of each Extension Term, commencing on the first day of such Extension Term and continuing until the expiration of the such Extension Term, if any, (each such date being referred to herein as an “Adjustment Date”), in an amount equal to Fair Market Value Rent (as determined herein). Within fifteen (15) days after the date of Tenant’s notice to extend the Term as provided in Section 2(c), above, the parties shall agree upon a determination of Fair Market Value Rent. In the event Landlord and Tenant cannot agree upon Fair Market Value Rent within said fifteen (15) day period, Landlord and Tenant shall each appoint a separate real estate broker within ten (10) days thereafter, who have been practicing their respective professions in Evanston, Illinois and Cook County for at least ten (10) years and have substantial experience with the leasing of office space in the Evanston, Illinois area. Each broker shall then independently determine the market rate within fifteen (15) days thereafter. In the event the market rate as

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determined by Landlord’s broker is within ten percent (10%) of the market rate as determined by Tenant’s broker, the market rates shall be combined and blended for a single composite market rate which rate shall be Fair Market Value Rent. However, in the event the market rates as determined by the parties respective brokers are in excess of ten percent (10%) of one another, the two brokers shall appoint a third broker within fifteen (15) days after both brokers receive notice of each other’s respective market rate. Said third broker shall have similar qualifications as the other brokers, and he, alone, shall then determine the market rate by selecting either the market rate determined by Landlord’s broker or the market rate determined by Tenant’s broker, who selected rate shall be Fair Market Value Rent. Each party shall pay the fees and expenses of its broker and one-half (½) of the fees and expenses of a single or third-party broker, if applicable. Notwithstanding anything to the contrary in this Section, in no event shall the Fixed Minimum Rent for any Extension Term be (i) reduced below the Fixed Minimum Rent in effect for the then-current term, nor (ii) increased in excess of five percent (5%) of the Fixed Minimum Rent in effect for the then-current term.

(iii) Late Fee and Interest. In the event any sums required hereunder to be paid are not received by Landlord on or before the date the same are due, then, Tenant shall on demand pay, as additional rent, a service charge of Two Hundred Dollars ($200). In addition, interest shall accrue on all past due sums at an annual rate equal to the lesser of six percent (6.0%) per month and the maximum legal rate. Such interest shall also be deemed Additional Rent.

(b) Time and Place of Payment. Tenant shall pay to Landlord Fixed Minimum Rent in advance, in equal monthly installments, and without prior notice, setoff (unless otherwise expressly permitted herein) or demand, except as otherwise specifically provided herein, on or before the first (1st) day of each calendar month during the Term hereof to:

City of Evanston  
Attn: Jessica Wingander, City Manager’s Office  
2100 Ridge Avenue, Room 4500  
Evanston, IL 60201

4. CONSTRUCTION

(a) Tenant Improvements. Tenant represents, covenants and agrees, at its sole cost and expense, that it shall construct and develop, or cause to be constructed, in accordance with the provisions of this Lease, the improvements to the Premises, in accordance with the Plans, hereinafter defined (herein “Tenant’s Work”). Landlord, at the Commencement Date, shall deliver the Premises to Tenant in an “AS IS” condition and vacant.

(b) Plans and Specifications.

(i) Plans. Landlord acknowledges and agrees that Tenant’s plans for leasehold improvements to the Premises, as set forth on Exhibit B, attached hereto and made a part hereof by this reference (“Plans”) have been submitted to and approved by the State of Illinois pursuant to Tenant’s application for the License. Landlord hereby approves the Plans. Promptly upon the Effective Date and in all events prior to construction of Tenant’s Work, Landlord may further review and suggest reasonable modifications to the Plans and review the security plans associated with the Premises and provide comment and direction. Such review may include, among other
things, review by the City of Evanston Chief of Police and Fire Chief relating to security concerns with respect to the delivery of Tenant’s merchandise. Subject to the terms of this Section 4(b), Tenant agrees to take commercially reasonable steps to request modifications to the Plans to the State based on Police Chief and Fire Chief’s timely review. Notwithstanding the foregoing, Tenant shall not be obligated to revise the Plans in any way which, in Tenant’s reasonable business judgment, may violate the License, contradict Tenant’s application for the License or otherwise require Tenant to obtain approval of any agency of the State of Illinois. Tenant shall construct Tenant’s Work in conformance with the Plans, all laws, ordinances, codes, and permits, and in a good and workmanlike manner. Landlord represents and warrants to Tenant that Landlord will not withhold or condition any licenses, permits (including business licenses, building permits or occupancy permits) or other permissions or authorizations required for Tenant to operate in the Premises for any reason so long as Tenant’s Work is constructed in conformance with the Plans. Tenant shall obtain, or cause to be obtained, in connection with, and prior to the commencement of, the construction of such improvements, builder’s risk insurance for the full estimated value of the proposed improvements and workers’ compensation insurance in amounts required by law as well as all applicable permits.

(c) Tenant Construction Indemnification. Subject to Section 10(e), Tenant indemnifies, defends and holds Landlord and Landlord’s shareholders, officers, directors, employees and agents harmless from and against any costs, claims, expenses (including, without limitation, reasonable attorney’s fees) or liabilities resulting from any injury or death of any person or persons or any damage to property that arises from or relates to Tenant’s Work. This provision shall expressly survive the termination or expiration of this Lease.

5. FIXTURES

All trade fixtures and equipment installed by Tenant in or on the Premises (including furniture, satellite communication dish and equipment, registers, other equipment, shelving and signs) shall remain the property of Tenant and Tenant may remove the same or any part thereof at any time prior to or at the expiration or earlier termination of this Lease. Tenant shall repair at its own expense any damage to the Garage Property or Premises caused by the removal of said fixtures or equipment by Tenant. This provision shall expressly survive the termination or expiration of this Lease.

6. USE OF PREMISES

(a) Permitted Use. Tenant shall have the right, subject to applicable Federal, State and local laws and the terms of this Lease, to use the Premises for the following purpose(s): to run a commercial medical cannabis dispensary, as defined in the Medical Cannabis Act, and selling medical cannabis, medical cannabis-infused products, associated cannabis devices, and business related functions to run the dispensary organization, as defined in the Medical Cannabis Act (herein collectively “Permitted Use”). Any violations of the restrictions contained within the Medical Cannabis Act or any violation of the Rules implementing the Medical Cannabis Act, Illinois Register Volume 38, Issue 16, is considered a default of this Lease and subject to the cure provisions contained in Section 18.

(b) Tenant Exclusive Use of Premises. Landlord covenants and agrees that it has no rights to use,
modify, alter or lease any portion of the Premises other than as expressly provided in this Lease.

(c) **No Continuous Operation.** Provided Tenant is open for business for at least one (1) day to the general public for the Permitted Use provided herein, anything contained in this Lease, express or implied, to the contrary notwithstanding, Tenant shall be under no duty or obligation, either express or implied to thereafter continuously conduct its business in the Premises and any such failure shall not, in any way, be deemed an event of default under this Lease, nor shall such a failure otherwise entitle Landlord to commence or to maintain any action, suit, or proceeding, whether at law or in equity, relating in any way to Tenant’s failure to continuously conduct its business in the Premises; provided, however that Tenant shall otherwise perform and obey the other covenants and agreements contained in this Lease on the part of Tenant to be performed, including the payment of all Fixed Minimum Rent, Additional Rent and any other charges due hereunder. In the event Tenant has ceased operating its business for a continuous period of one hundred eighty (180) days, Landlord shall have the right, to be exercised by giving Tenant sixty (60) days written notice, to recapture the Premises and, upon such recapture, this Lease shall terminate and neither party shall be further obligated hereunder, except to the extent any such obligation hereunder is expressly specified herein to survive the termination of this Lease.

7. **MAINTENANCE**

(a) Tenant accepts the Premises in as-is condition, and acknowledges that the Landlord has made no representations to the condition or has made any repairs to same except as provided in this Lease. The Landlord or Landlord’s staff or other representatives have made no representations or assurances that it will alter or remodel the Premises and all renovations will be at Tenant’s sole cost and expense.

(b) Maintenance Responsibilities of Tenant:

(i) HVAC system for the Premises, interior sprinkler and fire safety system within the Premises, and other interior fixtures.

(ii) All refuse associated with medical cannabis and associated products must be placed in appropriate containers in conformance with the restrictions provided in the Medical Cannabis Act. All other regular refuse must be disposed of in appropriate containers to be provided by the Landlord. Tenant cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials. A refuse container for regular refuse will be located at the Premises in reasonable proximity to the Premises. Tenant will contract to have trash hauled from such container with reasonable frequency. Tenant is responsible for snow, ice removal and leaf removal and general upkeep of the exterior directly in front and in back of the Premises.

(iii) The Tenant will at all times maintain all of the Premises in a clean, neat and orderly condition. The Tenant will not use the Premises in a manner that will violate or make void or inoperative any policy of insurance held by the Landlord. The Tenant shall pay the Landlord for overtime wages for staff and for any other related expenses incurred in the event that repairs, alterations or other work in the Premises required or permitted hereunder are not made during ordinary business hours at the Tenant’s request.
(iv) Tenant will keep the interior non-structural portions of the Premises, including all interior, non-structural walls, surfaces and appurtenances (other than systems and any other items that Landlord is required to maintain pursuant to Section 7(c), in good repair. Tenant shall be responsible for repairs, damages and losses for damages sustained outside the Premises attributable to Tenant’s negligence or intentional misconduct. Tenant agrees to use good faith efforts to report such damage in writing to the Director of Public Works or her designee, by the next City of Evanston business day, after discovery of such damage by Tenant.

(v) Tenant shall yield the Premises back to Landlord, upon the termination of this Lease, whether such termination shall occur by expiration of the Term, or in any other manner whatsoever, in the same condition of cleanliness and repair as at the date of the execution hereof, loss by casualty and reasonable wear and tear accepted. Except to the extent any of the following is Landlord’s obligation pursuant to Section 7(c), Tenant shall make all necessary repairs and renewals upon Premises and replace broken fixtures with material of the same size and quality as that broken. If, however, the Premises shall not thus be kept in good repair and in a clean condition by Tenant, as aforesaid, Landlord may enter the same, or by Landlord’s agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the Premises by Tenant, and Landlord may replace the same in the same condition of repair and cleanliness as existed at the date of execution hereof, and Tenant agrees to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenant shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

(vi) Tenant will keep is leasehold improvements in compliance with all laws and regulations during the entire Term of this Lease, except for repairs required of the Landlord to be made and damage occasioned by fire, hurricane or other causes as provided for in this Lease.

(c) Landlord, at its sole cost and expense, shall maintain and repair the exterior (except for improvements made by Tenant) and all structural and load bearing columns and walls of the Maple Avenue Garage including the roof membrane, roof structure, and the roof covering, the outside walls (excluding the sign fascia attached to the front of the Premises), all buried utilities, and the foundations of the Maple Avenue Garage in good condition and repair throughout the Term of this Lease.

Landlord, at its sole cost and expense, shall also be responsible for all capital expenses relating to the maintenance and repair of the exterior portions of the Maple Avenue Garage and damages caused by Landlord, its agents, employees, licensees or contractors.

8. PAYMENT OF TAXES

(a) Definition. For purposes hereof, “Taxes” shall mean real property taxes and “Assessments” shall mean assessments, general and special, foreseen and unforeseen, for public improvements levied or assessed against the Premises and the improvements thereon for that portion of the Term from and after the Premises PIN Creation Date (as defined herein).

(b) Payment. Landlord represents and warrants to Tenant that the Garage Property is currently
exempt from Taxes and Assessments. Upon the Effective Date, Landlord may endeavor to obtain a separate tax parcel identification number with respect to the Premises ("Premises PIN"). The actual date on which the Cook County Assessor’s Office creates the Premises PIN shall be the “Premises PIN Creation Date”. Landlord shall provide Tenant with a written notice, within ten business (10) days of the Premises PIN Creation Date, setting forth the Premises PIN and Premises PIN Creation Date. Landlord shall cause all property tax bills with respect to the Premises PIN to be delivered to Tenant’s notice address provided herein. Tenant shall thereafter pay all Taxes and Assessments before any fine, penalty, interest or cost may be added thereto, become due or be imposed by operation of law for the nonpayment of late payment thereof.

(c) Prorations. At the end of the Term, Taxes and Assessments to be paid by Tenant shall be prorated based on the portion of the fiscal tax year in which this Lease is in effect.

(d) Personal Property Taxes. Tenant shall pay before delinquency any and all taxes and assessments levied or assessed and becoming payable during the Term, against Tenant’s personal property located upon the Premises.

9. DAMAGE AND DESTRUCTION

(a) Casualty. If the Premises shall be damaged by fire or other casualty ("Casualty"), Landlord shall, within one hundred eighty (180) days after such damage occurs (subject to being able to obtain all necessary permits and approvals, including, without limitation, permits and approvals required from any agency or body administering environmental laws, rules or regulations, and taking into account the time necessary to effectuate a satisfactory settlement with any insurance company) repair such damage at Landlord’s expense and this Lease shall not terminate. If the foregoing damage is due to the negligence or willful misconduct of Tenant, then Landlord shall look first to the insurance carried by Tenant to pay for such damage. Notwithstanding (i) any other provisions of the Lease to the contrary, and (ii) any legal interpretation that all improvements become part of thealty upon being attached to the Premises, following a Casualty, the Landlord shall be responsible only for restoring the Premises to building standard levels of improvement, and the tenant shall be responsible for insuring and replacing the above building standard levels of improvement, and the tenant shall be responsible for insuring and replacing the above building standard tenant improvements or betterments that made the Premises “customized” for Tenant’s use. Customized improvements include, but not limited to: bullet proof glass, alarm censored doors, wood flooring, and custom cabinetry. Except as otherwise provided herein, if the entire Premises are rendered untenantable by reason of any such damage, all Fixed Minimum Rent and Additional Rent shall abate for the period from the date of the damage to the date the damage is repaired, and if only a part of the Premises are so rendered untenantable, the Fixed Minimum Rent and Additional Rent shall abate for the same period in the proportion that the area of the untenantable part bears to the total area of the Premises; provided, however, that if, prior to the date when all of the damage has been repaired, any part of the Premises so damaged are rendered tenantable and shall be used or occupied by or through Tenant, then the amount by which the Fixed Minimum Rent and Additional Rent abates shall be apportioned for the period from the date of such use or occupancy to the date when all the damage has been repaired.

(b) Repair to Leasehold Improvements. Landlord shall have no obligation to repair damage to or to replace any leasehold improvements, Tenant’s personal property or any other property located
in the Premises, and Tenant shall within thirty (30) days after the Maple Avenue Garage is sufficiently repaired so as to permit the commencement of work by Tenant, commence to repair, reconstruct and restore or replace the Premises (including fixtures, furnishings and equipment) and prosecute the same diligently to completion.

(c) Termination Right. Notwithstanding any provision contained herein to the contrary, Tenant shall have the option and right to terminate this Lease if, (a) the Premises shall be so damaged by Casualty that it cannot be fully repaired within one hundred eighty (180) days after the date of damage; (b) during the last eighteen (18) months of the Term of this Lease, the Maple Avenue Garage is damaged by a Casualty in amount exceeding thirty-three and one-third percent (33.33%) of the square footage of the Premises, provided that, in such event, such termination of this Lease shall be effected by written notice within ninety (90) days of the happening of the Casualty causing such damage. This provision shall expressly survive the termination or expiration of this Lease.

10. INSURANCE

(a) Tenant shall keep in full force and effect during the Term special form coverage insurance covering Tenant's leasehold improvements, trade fixtures, merchandise and other personal property from time to time in, on or upon the Premises for the full replacement value insuring against physical loss or damage generally included in the classification of "all risk" coverage.

(i) Said insurance shall be written by a company or companies licensed to do business in the state in which the Premises is located and rated Class A.XII or better in Bests Key Rating Guide of Property-Casualty Insurance Companies.

(ii) Said insurance shall be in an amount of the full replacement value with a deductible in Tenant's reasonable discretion, which deductible Tenant shall be paid at Tenant's sole cost and expense. The insurance is to cover, in addition to any personal property at the Premises, the above building standard leasehold improvements and betterments incorporated into the premises, whether or not initially installed and/or paid for by the Tenant. The Tenant's aggregate coverage amount must be an amount sufficient to cover both the tenant's personal property at the Premises and the leasehold improvements. So long as the Lease is not terminated pursuant to Paragraph 9 for a casualty, the proceeds of tenant's insurance policy with respect to the tenant improvements shall be used to restore and replace the same.

(b) Tenant agrees to maintain a policy or policies of commercial general liability insurance written by an insurance carrier rated at least Class A or better in Bests Key Rating Guide of Property-Casualty Insurance Companies and licensed to do business in the state in which the Premises is located which shall insure against liability for injury to and/or death of and/or damage to personal property of any person or persons, with policy limits of not less than $2,000,000.00 combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. Said policy or policies shall provide, among other things, blanket contractual liability insurance. Tenant's policy shall cover the Premises and the business operated by Tenant and shall name Landlord as an additional insured. Landlord is self-insured up to $1.25 Million and agrees to maintain an excess policy or policies of commercial general liability insurance over the self-insured limit written by an insurance carrier with a rating at least Class A or better in the Bests Key Rating Guide and licensed to do business in the state in which the Premises is located which shall insure against liability for injury to and/or death of
and/or damage to personal property of any person or persons, with policy limits of not less than $2,000,000.00 combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. Landlord’s policy shall name Tenant as an additional insured. Subject to the terms of Paragraph 9(a), Landlord shall maintain casualty insurance covering the entire Maple Avenue Garage and any alterations, improvements, additions or changes made by Landlord thereto in an amount not less than their full replacement cost from time to time during the Term, providing protection against any peril included within the classification of “all risks”.

(c) Each of the parties hereto agrees to maintain and keep in force, during the Term hereof, all Workers’ Compensation and Employers’ Liability Insurance required under applicable Workers’ Compensation Acts.

(d) Within thirty (30) days after written request, each of the parties agrees to deliver to the other a certificate of insurance as evidence that the policies of insurance required by this Section 10 have been issued and are in effect.

(e) Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income for property or general liability losses, even though such loss or damage might have been occasioned by the acts or omissions of such party, its agents, contractors or employees. Landlord or Tenant shall look exclusively to the proceeds of insurance carried by it or for its benefit in the event of any damage or destruction to its property located on the Premises. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby release and waive any and all rights of recovery, claim, action or cause of action, against the other, or its respective directors, shareholders, officers, agents, invitees and employees, for any loss or damage that may occur to the property or the equipment, fixtures and improvements comprising any part of the Premises, by reason of fire, the elements, or any other cause which could be insured against under the terms of an “all risk” fire insurance policy, in the state where the Premises is located, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, invitees and employees. Subject to the provisions of the Lease, no insurer of a party hereunder shall ever hold or be entitled to any claim, demand or cause of action against Tenant by virtue of a claim of loss paid under any such insurance policies, whether such insurer’s claim be in the nature of subrogation or otherwise. The waivers provided pursuant to this paragraph shall not operate to the extent that they would void coverage under the provisions of any policy of insurance.

11. INDEMNIFICATION

(a) Indemnification of Landlord. Except as otherwise provided in this Lease and subject to Section 10(e), and except to the extent caused by the negligence or willful misconduct of Landlord, or its agents, employees or contractors, or by the breach of this Lease by Landlord, Tenant shall protect, defend, indemnify and save Landlord and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Premises, which is not the result of Landlord’s negligence or willful misconduct, (ii) any negligence or willful misconduct of Tenant, or its agents, employees or contractors; or (iii) Landlord’s breach occasioned wholly or in part by any act, omission of Tenant, its agents, employees, contractors or
servants. The provisions of this Section shall survive the expiration or earlier termination of this Lease only with respect to any damage, injury or death occurring before such expiration or earlier termination.

(b) **Indemnification of Tenant.** Except as otherwise provided in this Lease and subject to Section 10(e), and except to the extent caused by the negligence or willful misconduct of Tenant, or its agents, employees or contractors, or by the breach of this Lease by Tenant, Landlord shall protect, defend, indemnify and save Tenant and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from any act, omission or negligence of Landlord, its agents, employees, contractors or servants; The provisions of this Section shall survive the expiration or earlier termination of this Lease only with respect to any damage, injury or death occurring before such expiration or earlier termination.

12. **EXERCISE OF EMINENT DOMAIN**

(a) **Taking.** An appropriation or taking under the power of eminent domain of all, or a portion, of the Property, are sometimes hereinafter called a “taking.”

(b) **Total Taking of the Garage Property.** If all of the Garage Property shall be taken this Lease shall terminate and expire as of the date of vesting of title in, or taking of actual physical possession of the Garage Property by, the condemnor, and Landlord and Tenant shall thereupon be released from any and all further liability hereunder except to the extent any such liability hereunder expressly states that it shall survive the termination of this Lease. In such event, Tenant shall be entitled to participate in any condemnation award so as to be compensated for the cost of relocation, removal and decrease in value, as a result of such taking of Tenant’s fixtures, equipment and stock-in-trade located in the Premises, goodwill and any other items to which Tenant is entitled under applicable law, and, the value of the leasehold of which Tenant is being deprived for the remainder of the Term hereof so long as any such award made to Tenant shall not reduce any award which may be obtained by Landlord. Nothing in this Section shall be construed as a waiver by Landlord of any rights vested in it by law to recover damages from a condemnor for the taking of its right, title, or interest in the Garage Property.

(c) **Partial Taking.**

In the event of the taking of:

(i) any portion of the Garage Property, so that the remainder thereof is not reasonably adapted to the continued leasing of the Premises by Tenant; or

(ii) access, whether by a taking or otherwise, of the Garage Property or a portion thereof to adjoining thoroughfares, so that all accessibility is substantially or materially restricted and as a result the continued leasing of the Garage Property by Tenant will become impracticable or unprofitable in Tenant’s sole discretion; then Tenant shall have the right to cancel and terminate this Lease as hereinafter provided. Within ninety (90) days after receipt by Tenant from Landlord of written notice that a condemnation action has been commenced, Tenant may, by written notice to Landlord, notify Landlord of its election to terminate this Lease, whereupon the parties shall be released from any and all further obligations under this Lease except to the extent any such obligation hereunder is
expressly provided hereunder that the same shall survive the termination of this Lease and Tenant shall share any award or sale price as provided in Section 12(b) hereof.

(d) Notice of Proceedings. Upon service on either party hereto of any legal process in connection with any condemnation proceedings, the party so served shall give immediate notice thereof to the other party hereto.

(e) Temporary Taking. In the event of a taking of the Garage Property, or any portion thereof, for temporary use (specifically one not exceeding one hundred twenty (120) days in duration), without the taking of the fee simple title thereto, this Lease shall remain in full force and effect, except for Tenant's payment of Fixed Minimum Rent which shall be proportionally abated for any period during which Tenant cannot operate its business from the Premises in the same manner as prior to such temporary taking. All awards, damages, compensation and proceeds payable by the condemnor by reason of such taking relating to the Premises, for periods prior to the expiration of the Lease shall be payable to Tenant. All such awards, damages, compensation and proceeds for periods after the expiration of the Lease shall be payable to Landlord.

(f) Lease Prevails. In the event of any taking, the rights and obligations of the parties shall be determined by this Lease and Landlord and Tenant waive any rights at law to the contrary.

13. UTILITIES

Tenant shall pay during the Term hereof directly to the appropriate utility company or governmental agency all electric, water, gas, telephone and other public utility charges in connection with its occupancy and use of the Premises, including all costs of operating and maintaining all equipment therein, all business licenses and similar permit fees but excluding any installation costs, tap fees and/or connection fees or charges, all of which shall be paid by Landlord. All utilities shall be paid pursuant to separate meters measuring Tenant's consumption of utilities from the Premises, which meter fee shall be Landlord's obligation at its sole cost and expense. Landlord shall not be liable to Tenant for damages or otherwise (i) if any utilities shall become unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility, or (ii) for any interruption in any utility service (including, but without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a default, termination or an eviction. Notwithstanding the foregoing, in the event an interruption with such utility services shall continue for more than five (5) consecutive days, and if such interruption is not caused in part by Tenant, and if as a result of such interruption Tenant is unable to operate in the Premises and in fact does not operate in the Premises, then Fixed Minimum Rent and all other rent and charges shall abate for the entire period of interruption. Tenant assures Landlord that it shall arrange for an adequate supply of electricity to the Premises and it shall pay for any increased voltage and any additional wiring required addressing the increased capacity.

14. COVENANTS AGAINST LIENS

Tenant covenants and agrees that it shall not, during the Term hereof, suffer or permit any lien to be attached to or upon the Garage Property or the Premises by reason of any act or omission on the part of Tenant or its agents, contractors or employees. In the event that any such lien does so attach, and (i) is not released within thirty (30) days after notice to Tenant thereof, or (ii) if Tenant
has not bonded such lien within said thirty (30) day period, Landlord, in its sole discretion, may pay and discharge the same and relieve the Premises or the Garage Property therefrom, and Tenant agrees to repay and reimburse Landlord upon demand for the amount so paid by Landlord and for other reasonable costs incurred by Landlord in discharging and relieving said lien. The Tenant will hold the Landlord harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Tenant on the Premises. Tenant will, within sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Landlord for all resulting loss and expense, including a reasonable attorney’s fees. Provided, however, in the event that Tenant contests any lien so filed in good faith and pursues an active defense of said lien, Tenant shall not be in default of this paragraph. However, in the event of any final judgment against Tenant regarding such lien, Tenant agrees to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

15. ASSIGNMENT AND SUBLETTING

Tenant shall not have the right to assign this Lease, or to sublet the Premises, transfer and grant concessions or licenses (“Transfer”) in all or any part of the Premises without the Landlord’s written consent, which consent shall not be unreasonably withheld, conditioned or delayed. No Transfer shall relieve Tenant from any of its obligations as Tenant hereunder. Every such assignment or sublease shall recite that it is and shall be subject and subordinate to the provisions of this Lease, and the termination or cancellation of this Lease shall constitute a termination and cancellation of every such assignment or sublease. Notwithstanding the foregoing, Landlord agrees that no merger, consolidation, corporate reorganization, or sale or transfer of Tenant’s assets or stock (specifically including any inter-family or inter-company transfers), redemption or issuance of additional stock of any class, or assignment or sublease to any person or entity which controls, is controlled by or is under common control with Tenant, shall be deemed a Transfer hereunder.

16. NOTICES

Any notices required to be given hereunder, or which either party hereto may desire to give to the other, shall be in writing. Such notice may be given by reputable overnight delivery service (with proof of receipt available), personal delivery or mailing the same by United States mail, registered or certified, return receipt requested, postage prepaid, at the following addresses identified for Landlord and Tenant, or to such other address as the respective parties may from time to time designate by notice given in the manner provided in this Section.

If to the Landlord: with a copy to:

City Manager
2100 Ridge Avenue
Evanston, IL 60201

Corporation Counsel
2100 Ridge Avenue
Evanston, IL 60201

If to Tenant:

Pharmacann LLC
137 N. Oak Park Ave. #101F
Chicago, IL 60004
For purposes of this Lease, a notice shall be deemed given upon the date of actual receipt thereof or the date of proof of rejection thereof if delivered by hand or overnight courier service.

17. RIGHT TO GO UPON PREMISES

Landlord hereby reserves the right for itself or its duly authorized agents and representatives at all reasonable times during business hours of Tenant upon at least forty-eight (48) hours prior notice to Tenant and accompanied by a representative of Tenant (which may be the store manager or assistant manager) to enter upon the Premises for the purpose of inspecting the same and of showing the same to any prospective purchaser or encumbrance or tenant, and for the purpose of making any repairs which Landlord is required hereunder to make on the Garage Property, but any such repairs shall be made with all due dispatch during normal construction trade working hours, and in such manner as to minimize the inconvenience to Tenant in the conduct of its business, it being agreed that in the event of a necessity of emergency repairs to be made by Landlord, Landlord may enter upon the Premises forthwith to effect such repairs. Notwithstanding the foregoing, in the event that due to an entry by or on behalf of Landlord into the Premises, Tenant’s use is materially interfered with and Tenant, from the standpoint of prudent business management, cannot open and operate the Premises for business for two (2) consecutive days, all Fixed Minimum Rent and other charges payable by Tenant hereunder shall equitably abate commencing after such second (2nd) day, and continuing until such repairs are completed, unless such entry is required as a result of Tenant’s negligence or intentional misconduct.

18. DEFAULT

(a) Tenant Default.

(i) Events of Default. Including, but not limited to, the following events shall be deemed to be an “event of default” hereunder by Tenant subject to Tenant’s right to cure:

a. Tenant shall fail to pay any item of Fixed Minimum Rent per Section 3 at the time and place when and where due and does not cure such failure within five (5) business days after receipt of notice from Landlord of such failure;

b. Tenant shall fail to comply with any other term, provision, covenant or warranty made under this Lease or if any of Tenant’s representations and warranties made under this Lease are determined to be untrue, either when made or at any time during the Term, by Tenant, and Tenant shall not cure such failure within thirty (30) days after Landlord’s written notice thereof to Tenant. In the event Tenant cannot comply with such term, provision, or warranty, within said thirty (30) day period, Tenant shall not be in default if Tenant is diligently and continuously making an effort to comply with such term, provision, covenant or warranty and Tenant completes the cure of the default; or

c. Tenant shall make a general assignment the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy.

(ii) Remedies. Upon the occurrence of an event of default, Landlord may, so long as such default continues, as permitted by law and subject to Landlord’s obligation to use good faith efforts
to mitigate damages, either:

a. terminate this Lease by written notice to Tenant, which written notice shall specify a date for such termination at least fifteen (15) days after the date of such written termination notice and such termination shall be effective as provided in such written notice unless Tenant shall cure such default within such notice period, or not terminate this Lease as a result of the default of Tenant. If Tenant shall fail to surrender the Premises upon such termination, Landlord may thereupon, reenter the Premises, or any part thereof, and expel or remove therefrom Tenant and any other persons occupying the same, using such means provided by law;

b. without terminating this Lease, Landlord may evict Tenant (by any means provided by law) and let or relet the Premises or any or all parts thereof for the whole or any part of the remainder of the Term hereof, or for a period of time in excess of the remainder of the Term hereof, and out of any rent so collected or received, Landlord shall first pay to itself the expense of the cost of retaking and repossessing the Premises and the expense of removing all persons and property therefrom, and shall, second, pay to itself any costs or expenses sustained in securing any new tenant or tenants (provided that such amount shall not include any amounts incurred to restore the Premises to more than the condition originally delivered to Tenant), and shall third, pay to itself any balance remaining, and apply the whole thereof or so much thereof as may be required toward payment of the liability of Tenant to Landlord then or thereafter unpaid by Tenant; or

c. pursue such other remedies as are available at law or in equity.

(b) Landlord Default. Should Landlord default in the performance of any covenant, provision, warranty, condition or agreement herein, or if any of Landlord’s representations and warranties made under this Lease are determined to be untrue, either when made or at any time during the Term, and such default in the case of any failure by Landlord to pay any sum required to be paid to Tenant hereunder, continues for ten (10) business days after notice thereof from Tenant, or in case of any non-monetary default, continues for thirty (30) days after receipt by Landlord of written notice thereof from Tenant (except as otherwise provided herein), or if the default of Landlord is of a type which is not reasonably possible to cure within thirty (30) days, if Landlord has not commenced to cure said default within said thirty (30) day period and does not thereafter diligently prosecute the curing of said default to completion (except as otherwise provided herein), Tenant in addition to any and all other remedies which it may have at law and/or in equity including the right to seek injunctive relief without posting a bond or the obligation to prove irreparable harm, may pay or perform any obligations of Landlord hereunder and deduct the cost thereof from each installment of annual Fixed Minimum Rent payable pursuant to the terms of this Lease; provided, however, in no event shall the amount of any such deduction exceed ten percent (10%) of the Fixed Minimum Rent payable on a monthly basis; provided, further, Tenant shall not have the right to terminate this Lease except as expressly permitted herein.

19. SIGNS

Tenant may apply for signage (temporary and permanent signage) for the exterior and interior of the Premises, at its own expense, in order to conduct the business of Tenant. Tenant acknowledges that there are limitations from the City of Evanston Municipal Code of 2012, as amended, and the
Code governs the application process and the details regarding size, type, and number of signs and Tenant agrees to be bound by such ordinances. Landlord cannot make representations in a lease agreement that Tenant shall be entitled additional signage, a certain number of signs and/or dimensions of proposed signage, because the Tenant must make an application to the Sign Review Board, as provided by Code, but Landlord will not withhold, condition or delay its consent to a sign over the new entrance to the Premises which complies with applicable laws.

20. REPRESENTATIONS AND WARRANTIES

(a) Landlord represents, warrants and covenants to Tenant that, to Landlord’s knowledge, the following is true as of the Effective Date:

(i) all of the Premises is zoned for commercial purposes, and the Permitted Use is permitted under the applicable zoning designation, and that the Premises and Garage Property are presently properly subdivided in conformity with all applicable laws;

(ii) Landlord is the fee simple owner of the Premises;

(iii) the Premises is subject to no restrictions or continuing regulations of any kind or nature whatsoever incompatible with the Permitted Use and that there are no restrictions in any agreement by which Landlord is bound (including, but not limited to, Landlord’s insurance policies) which would adversely affect Tenant’s right to use the Premises for the Permitted Use during the Term;

(iv) the Premises are in good working order and condition, the roof is watertight and all utility systems are functional;

(v) there are no exceptions to title with respect to and/or encumbrances on the Premises which would interfere with Tenants proposed use of the Premises;

(vi) Landlord has no notice of any proposed Assessments other than as reflected on the current tax bill;

(vii) Landlord has not used, discharged, dumped, spilled or stored any Hazardous Substances on or about the Premises, whether accidentally or intentionally, legally or illegally, and has received no notice of such occurrence and has no knowledge that any such condition exists at the Premises;

(viii) Landlord has no knowledge of any condition that would preclude Tenant from obtaining all Tenant’s permits and licenses necessary for Tenant to open for business and operate for the Permitted Use;

(ix) if Landlord is a corporation, limited liability company, partnership or trust, Landlord covenants that it is duly constituted under the laws of the state of its organization, and that its officer, member, manager, partner or trustee who is acting as its signatory in this Lease is duly authorized and empowered to act for and on behalf of the entity or trust; and

(x) there are no judicial, quasi-judicial, administrative or other orders, injunctions, moratoria or
pending proceedings against Landlord or the Garage Property which preclude or interfere with, or would preclude or interfere with, the construction contemplated herein or the occupancy and use of the Premises by Tenant for the purposes herein contemplated.

(xi) no third party has the right to object to Tenant’s tenancy hereunder, prohibit the selling of any products sold by Tenant or the uses allowed herein or the right to consent to any feature of the Premises or Tenant’s signage.

(xii) there are no mortgages, prime leases, deeds to secure debt, deeds of trust, or other instruments in the nature thereof, affecting Landlord or its interest in the Premises.

(b) All representations and warranties, covenants and indemnities contained in this Lease shall survive the expiration or earlier termination of this Lease.

(c) Deliveries. Subject to governmental regulations, Tenant shall have the right to accept deliveries and unload merchandise in its designated loading area adjacent to the front of the Premises, during 9:00 a.m. to 6:00 p.m. seven (7) days a week.

21. HOLDING OVER; END OF TERM

(a) If Tenant shall hold possession of the Premises after the expiration or termination of this Lease, at Landlord’s option (i) Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month at one hundred fifty percent (150%) of the Fixed Minimum Rent in effect upon the expiration or termination of the immediately preceding term or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity including an action for wrongfully holding over.

(b) Upon the expiration or sooner termination of this Lease, Tenant shall surrender the Premises to Landlord in as good order, condition and repair as when received by Tenant; ordinary wear and tear, casualty and condemnation excepted. This provision shall expressly survive the termination or expiration of this Lease.

(c) Any property, equipment, or product remaining in the Premises upon expiration of this Lease shall be considered abandoned and property of the Landlord. Any abandoned medical cannabis or infused products shall be turned over to the proper law enforcement authorities for destruction.

22. EXPENSES OF ENFORCEMENT

The Parties shall bear its own costs, charges, expenses and attorney’s fees, and any other fees incurred in the event of a dispute between the Parties. Neither Party may seek recovery of expenses of enforcement of obligations under this Lease.

23. SUCCESSORS IN INTEREST

Each and all of the covenants, agreements, obligations, conditions and provisions of this Lease shall inure to the benefit of and shall bind the successors and permitted assigns of the respective parties hereto.
24. REMEDIES ARE CUMULATIVE

Remedies conferred by this Lease upon the respective parties are not intended to be exclusive, but are cumulative and in addition to remedies otherwise afforded by the law.

25. QUIET POSSESSION

Upon payment by the Tenant of the minimum, percentage and additional rent and all other sums due hereunder and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term of this Lease without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject nevertheless, to the terms and conditions of this Lease.

26. ALTERATION

(a) Changes Required by Law. Any structural changes, alterations or additions in or to the Premises which may be necessary or required by reason of any law, rule, regulation or order promulgated by competent governmental authority shall be made at the sole cost and expense of Landlord, including but not limited to asbestos removal and disposal and interior and exterior compliance with the Americans with Disabilities Act (ADA) etc. Notwithstanding the foregoing, if any such changes, alterations or additions are required as a result of improvements made by Tenant during the Term hereof or due to Tenant's use of the Premises, such changes, alterations or additions shall be made at the sole cost and expense of Tenant. Tenant may contest the validity of any such law, rule, regulation or order, but shall indemnify and save Landlord harmless against the consequences of continued violation thereof by Tenant pending such contest.

(b) Alterations During Term. Tenant shall be permitted to perform interior, nonstructural alterations to the Premises and to revise the interior layout of the Premises; provided that the alterations are in conformance the security plans approved by the State of Illinois, any regulations under the Medical Cannabis Act, and any additional regulatory authority provisions governing the Permitted Use. Tenant shall obtain Landlord's written consent to any other alterations or construction which affects the structural nature of the Premises, which consent shall not be unreasonably withheld, conditioned or delayed.

27. HAZARDOUS SUBSTANCES

(a) Tenant agrees that, except as herein set forth, it shall not generate, use, store, handle or dispose of on or transport over the Premises any Hazardous Substances (defined below) in violation of any Environmental Laws (defined below), except as such incidental amounts of Hazardous Substances as may be required for Tenant to conduct the Permitted Use.

(b) If, at any time during the Term, Hazardous Substances are found in the Premises or at the Premises, then, in such event:

(i) with regard to any Hazardous Substances existing on the Garage Property prior to the Commencement Date or that Landlord shall have caused, Landlord shall remove same, in compliance with applicable Environmental Laws, at Landlord's sole cost and expense. Landlord
shall defend, indemnify, and hold Tenant harmless from and against any and all costs, damages, expenses and/or liabilities (including reasonable attorneys’ fees) which Tenant may suffer as a result of any claim, suit or action regarding any such Hazardous Substances (whether alleged or real) and/or regarding the removal and clean-up of same or resulting from the presence of such Hazardous Substances. The representation, warranty and indemnity of Landlord described in this subsection shall survive the termination or expiration of this Lease.

(ii) with regard to any Hazardous Substances caused by Tenant or its agents, contractors or employees, Tenant shall remove same, in compliance with applicable Environmental Laws, at Tenant’s sole cost and expense. Tenant shall defend, indemnify, and hold Landlord harmless from and against any and all costs, damages, expenses and/or liabilities (including reasonable attorneys’ fees) which Landlord may suffer as a result of any claim, suit or action regarding any such Hazardous Substances (whether alleged or real) present due to Tenant and/or regarding the removal and clean-up of same or resulting from the presence of such Hazardous Substances. The representation, warranty and indemnity of Tenant described in this subsection shall survive the termination or expiration of this Lease.

(c) In the event that during the Term of this Lease, Tenant is prevented from performing Tenant’s Work and/or Tenant shall be unable to operate for a period of thirty (30) days or more for the Permitted Use at the Premises and ceases operating at the Premises as a result of the existence or remediation of Hazardous Substances located at the Premises which were not caused by Tenant or its agents, contractors or employees, then Fixed Minimum Rent, Additional Rent and all other charges due hereunder shall equitably abate, in accordance with the portion of the Premises used by Tenant, until such time as Tenant is able to resume the performance of Tenant’s Work and/or the operation of its business in the Premises. If Fixed Minimum Rent and other charges shall be so abated for a period of three hundred sixty-five (365) days, Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice to Landlord.

(d) The term “Hazardous Substance” includes, without limitation, any material or substance which is (i) defined or listed as a “hazardous waste”, “extremely hazardous waste”, “restrictive hazardous waste” or “hazardous substance” or considered a waste, condition of pollution or nuisance under any Environmental Law (as defined below); (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos and any asbestos containing materials; and/or (iv) substances known to cause cancer and/or reproductive toxicity. The term “Environmental Law” shall mean any federal, state or local law, statute, ordinance, rule, regulation, order, consent, decree, judgment or common-law doctrine, interpretation thereof, and provisions and conditions of permits, licenses, plans, approvals and other operating authorizations whether currently in force or hereafter enacted relating to health, industrial hygiene or the environmental conditions on, under or about the Premises or the Garage Property, as such laws are amended and the regulations and administrative codes applicable thereto. It is the intent of the parties hereto to construe the terms “Hazardous Substance” and “Environmental Law” in their broadest sense.

28. GENERAL CONDITIONS

(a) Time is of the essence of this Lease. Any deadlines in this Lease which cannot be met because of delays caused by governmental regulations, inability to procure labor or materials, strikes, acts of God, or other causes (other than financial), beyond the control of Landlord or Tenant (“Force Majeure”) shall be extended by the amount of time caused by such delays;
provided, however, the payment of rent shall not be excused. Notwithstanding anything herein to
the contrary, the failure by Landlord to construct the Premises according to building code and/or
to receive timely inspections by the necessary authorities due solely to the negligence, misconduct
or financial inability of Landlord or Landlord's contractors, employees or representatives shall not
constitute Force Majeure. In order for Landlord to claim the occurrence of Force Majeure,
Landlord must have notified Tenant in writing of such occurrence within twenty (20) business
days after the initial occurrence.

(b) No waiver of any breach of the covenants, agreements, obligations and conditions of this
Lease to be kept or performed by either party hereto shall be construed to be a waiver of any
succeeding breach of the same or any other covenant, agreement, obligation, condition or provision
hereof.

(c) Tenant shall not be responsible for the payment of any commissions in relation to the leasing
transaction represented by this Lease. Landlord and Tenant each covenant that they have not dealt
with any real estate broker or finder with respect to this Lease (herein collectively "Brokers"). Each
party shall hold the other party harmless from all damages, claims, liabilities or expenses, including
reasonable and actual attorneys' fees (through all levels of proceedings), resulting from any claims
that may be asserted against the other party by any real estate broker or finder with whom the
indemnifying party either has or is purported to have dealt, except for the Brokers.

(d) The use herein of any gender or number shall not be deemed to make inapplicable the
provision should the gender or number be inappropriate to the party referenced. All section headings,
titles or captions contained in this Lease are for convenience only and shall not be deemed part of
this Lease and shall not in any way limit or amplify the terms and provisions of this Lease.

(e) Landlord and Tenant have negotiated this Lease, have had the opportunity to be advised
respecting the provisions contained herein and have had the right to approve each and every
provision hereof; therefore, this Lease shall not be construed against either Landlord or Tenant as a
result of the preparation of this Lease by or on behalf of either party.

(f) If any clause, sentence or other portion of this Lease shall become invalid or unenforceable,
the remaining portions thereof shall remain in full force and effect.

(g) Wherever in this Lease Landlord or Tenant is required to give consent, such consent shall not
be unreasonably withheld, conditioned or delayed except to the extent otherwise expressly provided
herein.

(h) If the time for performance of any obligation or taking any action under this Lease expires
on a Saturday, Sunday or legal holiday, the time for such performance or taking such action shall be
extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. If the day on
which rent or any other payment due hereunder is payable falls on a Saturday, Sunday or a legal
holiday, it shall be payable on the next succeeding day which is not a Saturday, Sunday or legal
holiday.

(i) Landlord hereby agrees that it shall maintain all confidentiality with regard to entering into this
Lease, the opening for business by Tenant in the Premises and any financial information contained
hereunder or obtained from Tenant during the Term of this Lease, other than disclosures to
necessary third parties and Landlord shall not release any material whatsoever to the press or any news media without the prior written approval of Tenant, which approval may be withheld in Tenant’s sole discretion.

(j) Each covenant hereunder of Landlord, whether affirmative or negative in nature, is intended to and shall bind the Landlord and each successive owner of the Premises and their respective heirs, successors and assigns.

(k) There shall be no personal liability on Landlord, its elected officials, officers, employees, agents, or any successor in interest with respect to any provisions of this Lease, or amendments, modifications or renewals hereof. Tenant shall look solely to the then owner’s interest in the Premises (including but not limited to any insurance proceeds, rents, or judgments) for the satisfaction of any remedies of Tenant in the event of a breach by Landlord of any of its obligations hereunder.

(l) Landlord hereunder shall have the right to assign, sell or transfer Landlord’s interest in this Lease or the Premises with consent of Tenant, which shall not be unreasonably withheld. In the event of any such transfer, the transferee shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer.

(m) Tenant acknowledges that it will seek applications from qualified Evanston residents for employment in the PharmaCannis business located at the Premises.

(n) The parties agree the this Lease shall be governed by and interpreted in accordance with the laws of the State of Illinois and that venue for any disputes shall be in the Circuit Court of Cook County, Illinois.

(o) This Lease shall become effective on the day that this Lease shall be executed by the last of the parties hereto to execute this Lease (herein “Effective Date”).

(p) There are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, letters of intent, lease proposals, brochures, agreements, representations, promises, warranties and understandings between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

29. SUBORDINATION

This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, prime lease, deed to secure debt, deed of trust, or other instrument in the nature thereof, which may now or hereafter affect Landlord or its interest in the Premises; provided, however, that the foregoing subordination shall with respect to any future debt, mortgage, prime lease, deed of trust or other instrument only, be conditioned upon the holder of such mortgage, deed to secure debt, deed of trust, or other instrument in the nature thereof providing Tenant with a non-disturbance agreement to Tenant on such lender’s or prime landlord’s standard form. If the holder of any mortgage, deed to secure debt, deed of trust or other instrument in the nature thereof shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action, termination of a prime lease or delivery of a new lease, then Tenant shall attorn
to and recognize such successor as landlord under this Lease and such successor shall not disturb Tenant of its possession of the Premises as long as Tenant is not in default under the Lease and this Lease shall continue in full force and effect as a direct lease between such successor landlord and Tenant, subject to all of the terms, covenants and conditions of this Lease. Tenant and Landlord's successor shall promptly execute and deliver any reasonable instrument that may be necessary to evidence such subordination, nondisturbance and attornment.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the respective parties hereto have executed this Lease by officers or agents thereunto duly authorized.

Landlord:

CITY OF EVANSTON,
An Illinois municipal corporation

By: 
Name: Wally Bobkiewicz
Title: City Manager

Tenant:

PHARMACANN LLC,
An Illinois limited liability company d/b/a PHARMACANNIS

By: 
Name: Theodore C. Scott, President
EXHIBIT A

LEGAL DESCRIPTION
EXHIBIT B

PLANS
9/6/2017

75-R-17

AN ORDINANCE

Authorizing the City Manager to Execute an Amendment to the Commercial Lease of City-Owned Real Property Located at 1804 Maple Avenue with PharmaCann, LLC

WHEREAS, the City of Evanston owns certain real property located at 1804 Maple Avenue, Evanston, Illinois 60201, which is improved with a parking garage and a couple of commercial units on the ground floor (the “Property”); and

WHEREAS, one of the commercial units at the Property is leased to a commercial tenant, PharmaCann LLC, authorized by a lease agreement with a term of May 1, 2015 – December 31, 2017 and provides 2 options to extend the lease for 3 years each; and

WHEREAS, in August, 2013, Illinois Governor Patrick Quinn signed Public Act 098-0122 “The Compassionate Use of Medical Cannabis Pilot Program Act” into law with an effective date of January 1, 2014 (the “Medical Cannabis Act”) and the Pilot Program expires on December 31, 2017; and

WHEREAS, the Medical Cannabis Act allows for the establishment of sixty (60) medical cannabis dispensaries and cultivation centers for the prescribing of medical cannabis to qualifying patients throughout Illinois. The statute provides for 60 dispensaries to be distributed throughout Illinois by designated geographic areas; and

WHEREAS, PharmaCann, LLC was awarded the dispensary license in District 34 for the Property location in 2015 (“License”) and has been in operation at the Property upon the license award; and
WHEREAS, Pharmacann seeks to amend the first extension option from 3 years to 1 year and keep the second extension option the same; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Evanston to negotiate and execute the attached amendment to the lease by and between the City, as Landlord, and PharmaCann, LLC, as the Tenant, for the operation of a medical cannabis dispensary at the Property,

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

SECTION 1: The City Manager is hereby authorized and directed to execute a First Amendment to Lease Agreement ("Amendment") to the above mentioned lessee, attached hereto and incorporated by reference as Exhibit "1", by and between the City of Evanston and PharmaCann.

SECTION 2: Pursuant to modified language authorized by this resolution, Tenant elects to exercise the option to extend the lease for one year. The extension term under the Lease is January 1, 2018 – December 31, 2018.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Amendment as he may determine to be in the best interests of the City.

SECTION 4: This Resolution 75-R-17 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

________________________________
Stephen H. Hagerty, Mayor
EXHIBIT 1

LEASE AMENDMENT
THIS FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT (“Commercial Lease Amendment”), is made and entered into as of _________, 2017, by and between the City of Evanston, an Illinois municipal corporation (the “Landlord”), and Pharmacann LLC, an Illinois limited liability company (“Tenant”).

REcitals

A. The Landlord and Tenant entered into a commercial lease agreement to lease certain commercial property located at 1804 Maple Avenue (the “Commercial Lease Agreement”), which is attached hereto as Exhibit “A” and incorporated herein by reference.

B. The Landlord and Tenant executed that certain Commercial Lease Agreement to provide written detail of the rental terms. The Initial Term of the Commercial Lease Agreement is May 1, 2015 – December 31, 2017 and provides the Tenant an opportunity to extend the lease twice for 3-years under each extension.

C. The Landlord and Tenant desire to modify the Renewal extension term that is provided in Paragraph 2(c) to reduce the number of years that the Tenant is renewing the Lease Agreement for under the Lease.

NOW THEREFORE, in consideration of the premises set forth above, and the mutual agreements hereinafter set forth below, it is hereby agreed by and between the parties hereto as follows:

1. INCORPORATION OF RECITALS

The representations set forth in the foregoing recitals are material to this Commercial Lease Amendment and are hereby incorporated into and made a part of this Commercial Lease Amendment as though they were fully set forth in this Article 1.

2. MODIFICATION TO THE AGREEMENT - SECTION 2: TERM

The parties acknowledge and agree that the following language will fully replace the existing language in the Commercial Lease Agreement with respect to modification of the extension of the lease term.

(c) “Extended Terms. Provided Tenant is not otherwise in default beyond any applicable cure period and the Medical Cannabis Act is extended, replaced or otherwise amended such that Tenant is still permitted to conduct the Permitted Use from the Premises, Tenant is provided shall have two (2) options (individually, an “Extension Option”), for two (2) immediately successive periods of one year for the first Extension Option and for three (3) years for the second extension each (each an “Extension Term”) upon the same terms, covenants and conditions as herein provided. Each Extension Option shall be exercised by Tenant delivering to Landlord written notice of such election, not less than one hundred twenty (120) days prior to the expiration of the then current term. The exercise by Tenant of any one Extension Option shall not be deemed to impose upon Tenant any duty or obligation to renew for any further period of time, and that the exercise of any Extension Option shall be effective only upon the giving of notice of extension in
accordance with the foregoing provisions. The Primary Term together with any Extension Term is referred to herein collectively as the “Term”.

3.  TENANT TO EXERCISE OPTION

Pursuant to modified language contained in Paragraph 2(c) of the Lease Agreement, Tenant hereby provides formal notice of its election to exercise the option to extend the lease for one year. The extension term under the Lease is January 1, 2018 – December 31, 2018.

4.  MISCELLANEOUS PROVISIONS

   a. Except as specifically amended herein, all of the terms, covenants, representations, warranties, conditions and stipulations contained in the Commercial Lease Agreement are ratified and confirmed in all respects and shall continue to apply with full force and effect.

   b. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Commercial Lease Agreement.

   c. This Commercial Lease Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

   d. A facsimile signature shall be deemed an original signature.

   e. This Commercial Lease Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF, this Commercial Lease Amendment approved and executed by the parties as of the date and year first above set forth above.

<table>
<thead>
<tr>
<th>TENANT: Pharmacann, LLC, an Illinois limited liability company</th>
</tr>
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<tbody>
<tr>
<td>By: __________________________</td>
</tr>
<tr>
<td>Print Name: ____________________</td>
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<tr>
<td>Its: Managing Member</td>
</tr>
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<table>
<thead>
<tr>
<th>LANDLORD: City of Evanston, an Illinois municipal corporation</th>
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</thead>
<tbody>
<tr>
<td>By: __________________________</td>
</tr>
<tr>
<td>Print Name: ____________________</td>
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<tr>
<td>Its: __________________________</td>
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</tbody>
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EXHIBIT A

Commercial Lease Agreement
For City Council meeting of September 25, 2017
Resolution 74-R-17, Proposed NWCASA Lease Agreement
For Action

Memorandum

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

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

Subject: Resolution 74-R-17, Proposed Northwest Center Against Sexual Abuse (NWCASA) Lease Agreement

Date: September 19, 2017

Recommended Action:
Staff requests City Council adopt Resolution 74-R-17, authorizing the City Manager to negotiate the lease renewal with Northwest Center Against Sexual Abuse (NWCASA) for office space in the Lorraine H. Morton Civic Center at the monthly rental rate of $550.00 for an annual rent of $6,600.

Livability Benefits:
Built Environment: Enhance public spaces

Summary:
Northwest CASA is the only full service agency that provides free services to sexual assault survivors and their loved ones within the North and Northwest suburbs of Cook County. The organization has been responding to the needs of survivors of sexual violence and significant others for more than 30 years. Northwest CASA is a governing body member of the Illinois Coalition Against Sexual Assault.

NWCASA has been a tenant on the ground floor of the Lorraine H. Morton Civic Center since 2014. Clients appreciate the location, noting in particular that it is a safe environment and that there is ample parking. The amount of rent due each month is $550.00 for 522 square feet of office space (G101, G102, and G103), for an annual rent of $6,600. The one year lease agreement includes (1) optional 1 year renewal period.

Attachments:
Resolution 74-R-17
A RESOLUTION

Authorizing the City Manager to Execute a Lease Agreement with Northwest Center Against Sexual Abuse for Commercial Office Space at the Civic Center

WHEREAS, the City of Evanston (“City”) owns certain real property, including the property commonly known as the Civic Center at 2100 Ridge Avenue, Evanston, Illinois; and

WHEREAS, the City leases space in the Civic Center to organizations and groups including Northwest Center Against Sexual Abuse (“NW CASA”), an Illinois not-for-profit corporation; and

WHEREAS, the City and NW CASA desire to enter into lease agreement for a twelve month term; and

WHEREAS, the City Council finds it to be in the best interest of the City to lease Civic Center commercial office space to NW CASA, and to negotiate and execute a lease agreement with NW CASA,

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

SECTION 1: The City Manager is hereby authorized and directed to execute a lease agreement for a twelve month term (November 1, 2017 – October 31, 2018) (the “Lease”) by and between the City of Evanston and NW CASA, which is attached hereto as Exhibit “1” and incorporated herein by reference.
SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Lease as he may determine to be in the best interests of the City.

SECTION 3: This Resolution 74-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

LEASE AGREEMENT
LEASE AGREEMENT

THIS LEASE ("Lease") is by and between CITY OF EVANSTON, an Illinois municipal corporation and a home rule unit of the State of Illinois (the "Landlord") and NORTHWEST CENTER AGAINST SEXUAL ABUSE, a not-for-profit corporation incorporated in the State of Illinois (the "Tenant") for a certain commercial office space located on the ground floor of the Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201.

In consideration of the rents, covenants and conditions hereafter set forth, the Landlord and Tenant hereby agree as follows:

1. BASIC LEASE PROVISIONS. In addition to the other terms which are elsewhere defined in this Lease, the following words and phrases, whenever used in this Lease, shall have the meanings set forth in this Section 1.

   (a) Date of Lease: November 1, 2017

   (b) Landlord: The City of Evanston
       2100 Ridge Avenue
       Evanston, Illinois 60201

   (c) Tenant: Northwest Center Against Sexual Abuse

   (d) Premises: Suite G100, G102 and G203
       2100 Ridge Avenue
       Evanston, Illinois 60201

   (e) Possession Date: November 1, 2017

   (f) Lease Term: 12 months (ending October 31, 2018)

   (g) Base Rent: $550.00/per month ($6,600 total for the Term). With respect to renewals, the City reserves the right to increase the base rent amount with sixty (60) days notice prior to the date of the end of the lease term.

   (h) Renewal: One (1) Optional One (1) Year Renewal Upon Mutual Consent of the Parties

   (i) Delivery of Premises: Landlord will deliver the Premises to Tenant no later than the Possession Date in “broom-clean” state with all building systems functional and in good condition and repair, except as provided herein.

   (j) Real Estate Taxes and Operating Landlord will be responsible for the payment of the real estate taxes and the costs of owning, operating,
Expenses: maintaining, and repairing the Building and Premises. The Landlord will not be responsible for maintaining or repairing Tenant improvements, fixtures and personal property within the Premises.

(k) Utilities: Landlord will be responsible for the payment of ALL utilities, including internet access (1 static IP level), electricity, gas and water and other related expenses. If applicable, the Tenant shall be responsible for any and all cell phone charges and television charges for use at the Premises. The Tenant is permitted to use the Landlord’s copy machine and will reimburse the Landlord for said use per month at the rate of $.10/per page.

(l) Permitted Use: Operation of an office space devoted to providing services to sexual assault survivors and their loved ones within the North and Northwest suburbs of Chicago.

(m) Security Deposit: No Deposit Required

(n) Hazard Insurance: Landlord to procure fire and hazard insurance on the Premises.

(o) Tenant Insurance: Tenant to carry commercial liability insurance and insure all equipment, and personal property, limits defined in Paragraph 7.

(p) Signage: Tenant may install its signage at its own expense, to be approved by Landlord and such approval not to be reasonably withheld.

(q) Improvements: The Parties agree and acknowledge that any and all work necessary to move Tenant into Premise shall be at the sole cost and expense of Tenant. The Landlord will provide one desk for use by the Tenant. No other office furniture or other items will be provided for use by the Tenant.

2. PREMISES. Landlord does hereby lease and rent to Tenant, and Tenant does hereby lease, take and rent from Landlord the Premises. The Landlord will cause the halls, corridors, and other parts of the building adjacent to the Premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted. Landlord will provide heat and air-conditioning for the Premises when required by outside temperature. Tenant shall comply with such rules and regulations of the City of Evanston Civic Center for the necessary, proper, and orderly care of the building in which the Premises are located. No modifications, alterations, additions, installations, or renovations, except decorating, shall be undertaken by the Tenant without first obtaining the written permission from the Landlord for items costing more than $2,500.00, such approval not to be unreasonably withheld. The cost of all alterations and additions, if applicable,
shall be borne by the Tenant and shall remain for the benefit of Landlord. The Tenant is granted access to the Premises Monday – Friday from 9 a.m. to 10 p.m., Saturday from 8 a.m. to 5 p.m., and no access on Sunday. The Tenant shall have use of the adjacent parking, common areas, loading dock access, within reason, and use of the bathroom facilities.

3. PERMITTED USE. The sole permitted use that Tenant shall use the Premises shall be for general office use and support services of the Tenant (the “Permitted Use”). Tenant shall not use the Premises for any other purpose except the Permitted Use without the prior written approval of Landlord. All applicable laws, ordinances, and City policies shall be observed by the Parties in and around the Premises. The City of Evanston Municipal Code provisions are herein incorporated by reference and made a part of this Lease.

4. TERM. The term of this Lease (the “Term”) shall be for a period of twelve (12) months commencing on November 1, 2017 (the “Possession Date”) and ending on October 31, 2018 (the “Expiration Date”). After the Lease is terminated, the Tenant shall leave the Premises in broom clean condition and shall turn over any and all keys to the City Manager or his or her designee. Subject to Section 8 herein, and excluding damage by fire or other casualty and action of Landlord, Tenant shall pay for any and all damage to the interior of the Premises beyond normal wear and tear and shall do so within thirty (30) days of invoicing by the City. If the Tenant desires to renew the Lease for another term, the Tenant shall give Landlord sixty days written notice of said intention to elect to exercise said option to renew. Lease renewal is subject to approval by the City Council.

5. RENT. Tenant agrees to pay Landlord or Landlord’s agent as rental for the Premises, the monthly Base Rent due under the terms of this Lease on the 1st day of each month. The first payment due under this Lease Agreement is due and payable on or before November 1, 2017 in the amount of five hundred and fifty dollars ($550.00). All remaining payments are due on the first day of every month. Payments shall be made payable to: City of Evanston and mailed to: City of Evanston, Attn: Finance Division, 2100 Ridge Avenue, Evanston, IL 60201.

6. NO LIENS. Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge to become, a lien or encumbrance or charge upon the Premises by any of Tenant’s creditors or resulting from leasehold improvements. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant’s contractor to work in the Premises shall be filed against the Premises, Tenant shall, within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit or bond or obtain title insurance over the same. If Tenant shall fail to cause such lien or notice of lien to be discharged by either paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings or obtain title insurance over the same, Landlord shall be entitled, if Landlord so elects, to defend any prosecution of an action for foreclosure of such lien and any money reasonably paid by Landlord and all reasonable costs and expenses, including attorneys’ fees, reasonably incurred by Landlord in connection therewith, together with interest thereon and shall be paid by Tenant to Landlord within thirty (30) days following Tenant’s receipt of Landlord’s written demand. In the event Tenant diligently contests any such claim of lien, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all reasonable out of pocket costs, liability and damages, including attorneys’ fees resulting therefrom, and, if requested, upon demand, Tenant agrees to
immediately deposit with Landlord cash or surety bond in form and with a company reasonably satisfactory to Landlord in an amount equal to the amount of such contested claim.

7. TENANT INSURANCE OBLIGATIONS. Tenant shall, at the time of signing the Lease and during the entire term hereof, keep in full force and effect a Comprehensive General Liability policy in the amount of Five Hundred Thousand and no/100 Dollars ($500,000.00) with respect to the Premises, with provisions reasonably acceptable to Landlord, and the activities of Tenant in the Premises. The Tenant shall furnish copies of a Certificate of Insurance with the Landlord named as an additional insured with an insurance company acceptable to the Landlord. The Tenant shall furnish, when requested, a certified copy of the policy to the Landlord. An insurance company having less than an “A” Policyholder’s Rating by the Alfred M. Best Company will not be considered acceptable.

8. PERSONAL PROPERTY AND WAIVER OF SUBROGATION. Tenant shall be responsible for insuring all or its own personal property and equipment of Tenant, and equipment located on the Premises. Notwithstanding anything to the contrary contained herein, the Landlord and Tenant shall not be liable to the other for any loss or damage caused by water damage or any of the risks that are or could be covered by a standard all risk hazard insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party’s insurance carrier against the other party’s carrier arising out of any such loss.

9. QUIET ENJOYMENT. Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements on Tenant’s part to be performed, Tenant shall at all times during the Term have the quiet enjoyment and possession of the Premises.

10. CERTAIN RIGHTS RESERVED TO LANDLORD. In addition to those rights identified above, Landlord reserves the following rights:

(a) to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy if Tenant should permanently vacate the Premises during or prior to the last sixty (60) days of the Term or any part thereof;

(b) to retain keys to the Premises;

(c) to take any and all measures, including, without limitation, inspections, repairs, and alterations to all or any part of the Premises, as may be necessary or desirable for the safety, protection or preservation of the Premises or Landlord's Interests or as may be necessary or desirable in the operation of the commercial portions of the Premises; and

Landlord may enter upon the Premises with reasonable notice to tenant and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant’s use or possession and without being liable in any manner to Tenant. Landlord agrees that it shall not interfere with the Tenant's use and occupancy unless Landlord determines in its reasonable discretion that such interference is necessary.

11. DEFAULT REMEDIES.
(a) Any one of the following events shall be deemed to be an event of default hereunder by Tenant subject to Tenant's right to cure:

1. Tenant shall fail to pay rent within ten (10) days, at the time and place when and where due;

2. Tenant shall fail to maintain the insurance coverage as set forth herein;

3. Tenant shall fail to comply with any term, provision, condition or covenant of this Lease or Service Agreement, other than the payment of Rent, and shall not cure, or commence the good faith cure of any such failure, within thirty (30) days after written notice to the Tenant of such failure, provided that if such cure cannot be effected within 30 days, Tenant shall not be in default hereunder so long as Tenant commences such cure or has requested bids for such cure within 45 days and diligently pursues the completion and in good faith and Tenant does subsequently cure said default within 60 days; and

4. Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition in any proceeding seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting, or fail timely to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of it's properties.

(b) Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies subject to the laws of the State of Illinois and the Tenants right to cure:

1. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant fails to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in Rent or damages for breach of contract, enter upon the Premises and expel or remove Tenant and its effects, by force, if necessary, without being liable to prosecution or any claim for damage herefore; and Tenant agrees to Indemnify Landlord for all loss and damage which Landlord may suffer by reason of such lease termination, whether through inability to re-let the Premises, or through decrease in Rent, or otherwise. In the event of such termination, Landlord may, at its option, declare the entire amount of the Rent which would become due and payable during the remainder of the Term to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all Rent theretofore due, provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages, but shall merely
constitute payment in advance of the Rent for the remainder of the Term.

(2) Landlord may recover from Tenant upon demand all of Landlord's costs, charges and expenses, including the fees and costs of counsel, agents and others retained by Landlord which have been incurred by Landlord in enforcing Tenant's obligations hereunder, subject to Landlord prevailing on its claims.

(c) Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or available to Landlord at law or in equity, or constitute a forfeiture or waiver of any Rent due hereunder or of any damages suffered by Landlord.

12. INDEMNITY. Tenant agrees that the mayor, department and divisions officials, officers, agents, attorneys, and employees of the Landlord shall not be liable for any claim of any kind or in any amount for any injury to or death or persons or damage to property of Tenant or any other person. Tenant shall indemnify and hold Landlord harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury related to Tenant's negligence, gross negligence, or acts of intentional misconduct. In the event that Tenant is named as a defendant in any legal proceeding arising from any acts of gross negligence or intentionally wrongful acts of Landlord for any injury or any claimed damage occurring at the Premises, then Landlord shall indemnify and hold Tenant harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury provided that a) Landlord is named as a defendant in the legal proceeding; b) the claim arises from acts of gross negligence or intentional misconduct by the Landlord; c) not the Tenant’s own gross negligence or intentional misconduct; and d) the claim is unrelated to Tenant's use and occupancy of the Premises, subject to Section 8 herein.

13. LIABILITY FOR ACTS OR NEGLECT. Subject to Section 8 hereof, and excluding damage by fire or casualty, if any damage to the Premises, or any part thereof, results from any act or neglect of Tenant or its invitees or other guests, agents, customers, invitees or other guests of it’s customers, or employees, independent contractors, or the like, Tenant shall immediately repair the same; provided, however, that Landlord may, at its option, repair such damage and Tenant shall, upon demand by the Landlord, reimburse the Landlord forthwith for the total cost of such repairs. All personal property belonging to Tenant shall be at the sole risk of the Tenant and such other person only and the Landlord shall not be liable for damage, theft or misappropriation thereof.

14. DESTRUCTION OR DAMAGE. In the event of destruction of or damage to, the Premises by fire or other casualty, Landlord shall use the proceeds of its insurance to promptly rebuild and restore the Premises to their condition immediately prior to such destruction or damage. Landlord shall rebuild and restore the Premises to the condition of the Premises that existed on the Possession Date. In the event that the proceeds have been applied to indebtedness secured by any mortgage on the Premises, or are otherwise unavailable or the proceeds of insurance are not sufficient to pay for the cost of rebuilding or restoration, and Landlord elects not to make an equivalent amount of funds available to rebuild and restore the Premises, then Landlord or Tenant may terminate this Lease and the Parties rights hereunder and the Parties
shall be released of its obligations and this Lease shall cease and terminate as of the date the other Party receives written notice of such election, and neither party hereto shall have any further obligation to the other.

15. CONDEMNATION.

(a) If the whole or any part of the demised Premises shall be taken by any public authority under the power of eminent domain, the Lease term shall cease as of the day of possession shall be taken by such authority if such is of the entire demised Premises and any rents shall be prorated as of said date. If the entire premises are not taken, but such taking is more than 20% of the Premises the Tenant shall have the option to terminate this lease. If the taking is less than 20% and such taking would cost the Tenant monies to reconfigure/ restructure the Premises or make it not practical to continue said business, tenant shall have the option to terminate the lease upon 30 days written notice to Landlord.

(b) All compensation awarded for any taking under the power of eminent domain, whether in whole or in part of the demised premises shall be the property of the landlord, however, the landlord shall not be entitled to any award made expressly to the tenant for the taking of the tenant's business value, furniture, fixtures or leasehold improvements (exclusive of the Landlord's contributions).

16. ATTORNEYS' FEES AND EXPENSES. If at any time during the Term of this Lease either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, each party shall pay its own attorneys fees and costs.

17. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties with respect to the Premises and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of Landlord's right to demand strict compliance with the terms hereof.

18. TIME. Time is of the essence of this Lease, and of each term, condition and provision hereof.

19. HOLDING OVER. Upon termination of this Lease, by lapse of time or otherwise, Tenant shall surrender the Premises (and all keys thereto) in the same condition as at commencement of the Term, excepting only reasonable wear and tear and loss by insured casualty. If Tenant remains in possession after expiration of the Term, Tenant agrees to yield up immediate and peaceable possession to Landlord, and if failing to do so, in connection with the expiration of the Term or any termination hereof by the Parties, the Tenant shall pay the sum of fifty and no/100 Dollars ($50.00) per day, for the time such possession is withheld. The
Landlord or its legal representative at any time after the expiration of the Term, without notice, to re-enter the Premises, and to expel, remove and put the Tenant or any person(s) occupying the said Premises, using such force as may be necessary, and to repossess and enjoy the Premises again as before this Lease, without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenants; or in cases the said Premises shall be abandoned, deserted, or vacated and remain unoccupied fifteen days consecutively, the Tenant hereby authorizes and requests the Landlord to re-enter the Premises and remove all property found therein, regardless of ownership, place them in some regular storage warehouse or other suitable storage, at Tenant’s expense, for no more than forty-five days, and to proceed to re-rent the Premises at the Landlord’s option and discretion and apply all money so received after paying the expenses of removal toward the rent accruing under this Lease. This request shall not be construed as requiring compliance therewith on the part of the Landlord. If the Tenant shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid ten (10) business days after the day whereon the same should be paid, the Landlord by reason thereof shall be authorized to declare the term ended and the Tenant hereby agrees that the Landlord, its agents or assigns may begin suit for possession and/or rent. In the event of re-entry and removal of the articles found on the Premises and personally owned by Tenant or others, the Tenant hereby authorizes and requests the Landlord to sell the same at public or private sale within fifteen (15) days after storage time period provided above. The proceeds of said sale shall be applied to the expenses of storage, removal, sale expenses and back due rent.

20. ASSIGNMENT AND SUBLETTING. This Lease shall bind and inure to the benefit of each of the parties, their respective heirs, successors, and assigns; provided however, that Tenant shall not assign its interest under this lease or sublet all or any portion of the Premises without first obtaining Landlord's prior written consent in writing, which consent will not be unreasonably withheld. No assignment or sublease shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease unless Landlord agrees in writing at the time the assignment is made, and no consent to one assignment or subletting shall be consent to any further assignment or subletting. Notwithstanding the foregoing, Tenant shall have the right to assign this Lease or sublet the Premises to any parent, subsidiary, or affiliate of Tenant, including any successor to Tenant by merger.

21. SEVERABILITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, neither the remainder of this Lease nor the application of such term, covenant or condition to any other person or circumstance shall be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

22. TENANT SIGNAGE. Tenant agrees that any signage installed on the Premises will comply in all respects with applicable governmental requirements and Tenant will obtain and pay the cost of any required sign permits. Any and all signage, bulletins, posters must be reviewed and approved by the Landlord, prior to Tenant posting the same.

23. GOVERNING LAW AND TIME LIMITATION. This Lease shall be construed and enforced in accordance with the laws of the State of Illinois. All disputes relating to the interpretation and enforcement of the provisions of this Lease shall be resolved exclusively by
the federal or state court located in Cook County, Illinois, and the parties hereto hereby submit to the jurisdiction and venue of the court for such purpose.

24. **NOTICES.** Notices sent to the Landlord, should be mailed to the address set forth in Paragraph 1(b) of this Lease and notice to the Tenant should be mailed to the address set forth in Paragraph 1(c) of this Lease. A mailed notice must be sent via certified mail, return receipt requested and effective three (3) business days after deposit in the U.S. Mail. Notice given by overnight courier is effective upon delivery.

25. **REPRESENTATIONS OF LANDLORD.** Landlord hereby represents to Tenant that: (a) Landlord is the owner of the Premises and no mortgage or similar instrument affects the Premises; and (b) to the Landlord’s knowledge, the Premises may lawfully be used for the Permitted Use under applicable laws.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, both of said Landlord and Tenant have caused this Lease to be fully executed as of the later date indicated below by the duly authorized officer or manager of each of the respective parties.

Landlord

City of Evanston, a home rule unit of local government located in Cook County, Illinois

By: __________________________
Name: __________________________

Tenant

Northwest Center Against Sexual Assault, an Illinois not-for-profit corporation

By: __________________________
Name: __________________________
Memorandum

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

From: W. Grant Farrar, Corporation Counsel

Subject: Ordinance 98-O-17, Amending and Revising Police Powers in City Code

Date: September 25, 2017

Recommended Action:
Staff recommends City Council adoption of Ordinance 98-O-17, which will bring the City Code into closer compliance with the Illinois Municipal Code by specifying police powers in the City are reposed with the Police Chief and sworn members of the Evanston Police Department. **Staff recommends suspension of the rules for Introduction and Action at the September 25, 2017 City Council meeting.**

Livability Benefit:

Funding Source:
Not applicable.

Summary:
City Code section 9-1-5 currently provides that several other City employees or officers have police powers as conservators of the peace. This language dates back to sometime in the 1960's. This proposed ordinance revises and updates the City Code to track language found in Article 11 of the Illinois Municipal Code, duties and powers of police officers.

Attachments:
Ordinance 98-O-17
AN ORDINANCE

Amending City Code Section 9-1-5, “Police Powers”

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: Section 9-1-5, “Police Powers,” of the Evanston City Code of 2012, as amended, is amended and revised to read as follows:

(A) **Police Department: Certain City Officers And Employees:** The Mayor, Aldermen, City Clerk, City Manager, Assistant City Manager, Corporation Counsel, The Police Chief and sworn members of the Police Department, and the Fire Chief are hereby declared conservators of the peace and law enforcing officers and are hereby authorized and shall have the power to:

1. Arrest or cause to be arrested, with or without process, all persons who break the peace, or are found violating any municipal ordinance or any criminal law of the state;

2. Commit arrested persons for examination;

3. If necessary, detain arrested persons in custody overnight or Sunday in any safe place, or until they can be brought before the proper court magistrate; and

4. Exercise all other powers as conservators of the peace prescribed by as the corporate authorities may prescribe.

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

305 of 594
its passage, approval and publication in the manner provided by law.

SECTION 5: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: _________________, 2017  Approved:

Adopted: _________________, 2017  _________________, 2017

________________________________________
Stephen H. Hagerty, Mayor

Attest:  Approved as to form:

________________________________________
Devon Reid, City Clerk  W. Grant Farrar, Corporation Counsel
Memorandum

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

From: David D. Stoneback, Public Works Agency Director

Subject: Ordinance 95-O-17, Establishing a New Wholesale Water Rate for the Village of Skokie, Illinois

Date: September 19, 2017

Recommended Action:
Staff recommends City Council adoption of Ordinance 95-O-17 establishing a new wholesale water rate of $2.06 per 1,000 gallons for the Village of Skokie effective for all water supplied to Skokie as of 12:00 a.m. October 1, 2017. Staff recommends suspension of the rules for Introduction and Action at the September 25, 2017 City Council meeting.

Funding Source:
N/A

Livability Benefits:
Built Environment: Manage water resources responsibility

Analysis:
Evanston and Skokie have been unsuccessful in negotiating a new Water Supply and Service Agreement over the past seven months. Staff is therefore recommending that a wholesale water rate for Skokie be established based on the applicable ratemaking principles of the American Water Works Association (AWWA) M-1 manual. Staff has calculated that the appropriate 2017 wholesale water rate to Skokie should be $2.06 per 1,000 gallons.

Background:
The 1997 Water Supply and Service Agreement between the City of Evanston and the Village of Skokie expired on February 28, 2017. As allowed by the agreement, Evanston provided Skokie with a notice five years in advance that Evanston is terminating the existing agreement to prevent the agreement from automatically renewing.
Several meetings were held with Skokie to implement a new water supply agreement that would establish a rate, and annual rate adjustments, based on the AWWA M1 methodology rather than having the annual rate adjustments based on the average of the Consumer Price Index (CPI) and the Producer Price Index (PPI), with a minimum of 2% and a maximum of 8.25%, as the current agreement stimulates.

As of mid-February 2017 negotiations with Skokie were unsuccessful and on February 27, 2017, staff recommended adoption of Resolution 21-R-17 authorizing the City Manager to execute Contract Amendment No. 1 to the Water Supply Agreement with Skokie. This amendment increased the wholesale water rate by 2%, based on the old contract annual rate adjustment method, to $1.0797 per 1,000 gallons and extended the term of the agreement by four months, until June 30, 2017.

Some progress was made during the first extension, but substantial negotiations were still needed as the end of the first agreement extension approached. On June 26, 2017, staff recommended adoption of Resolution 60-R-17 authorizing the City Manager to execute Contract Amendment No. 2 that would extend the term of the agreement an additional three months, or until September 30, 2017. The extension was executed by Evanston and sent to Skokie, but Skokie declined to execute the amendment.

Attachment:
Ordinance 95-O-17
95-O-17

AN ORDINANCE

Establishing a New Wholesale Water Rate for
the Village of Skokie, Illinois

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Legislative Statement. The City of Evanston is the owner and
operator of a water intake, filtration, treatment and pumping plant located at 555 Lincoln
Street, Evanston, Illinois. Evanston draws water from Lake Michigan for Evanston’s
drinkable water, firefighting and fire protection needs for its community, and for
distribution and resale to its wholesale water customers. One of the customers served
by Evanston is the Village of Skokie, which in turn supplies this water to Skokie
residents. Evanston supplies the pressures for the Skokie water system. This
arrangement meets Skokie’s expectation that its water system be completely integrated
with Evanston’s water system. Evanston also maintains a high level of redundancy in
the water service utilizing 3 points of connection/service, which benefits Skokie.

The Illinois Supreme Court provides that “[i]f a subject pertains to local
government and affairs, and the [Illinois] legislature has not expressly preempted home
rule, municipalities may exercise their power.” Palm v. 2800 Lake Shore Drive
Condominium Ass’n, 988 N.E.2d 75, 82-83 (2013), citing City of Chicago v. StubHub,
Inc., 979 N.E.2d 844 (2011). The powers of a home rule unit such as Evanston are to
be construed liberally pursuant to Article VII, § 6(m) of the Illinois Constitution, and
Evanston’s powers as a home rule authority are: “...to be given the broadest powers possible.” *Scadron v. City of Des Plaines*, 153 Ill. 2d 164, 174 (1992). Home rule municipalities are constitutionally conferred with tremendous authority and latitude to address local issues and concerns, such as identifying and implementing a reasonable wholesale water rate.

After December 31, 2016, Evanston and Skokie agreed to an interim water rate, such interim rate which expires at 11:59 p.m. September 30, 2017. Under this interim rate, Skokie paid Evanston $1.0797 per 1,000 gallons. Evanston fairly allocates water rate increases and charges to all customers. In July 2017, Skokie raised the water rate it charged to Skokie residents on the water supplied by Evanston, by 8.48%. Skokie publically proclaimed its water rates: “will still be less than the water rates for Evanston, Wilmette, Glenview, Lincolnwood, Niles, and several other communities”, and “…remains the second lowest among area comparable communities.” See Skokie Village Ordinance 17-8-C.

The American Water Works Association Manual of Water Supply Practices, colloquially known as the “M-1”, sets forth generally accepted industry standards for setting a reasonable wholesale water rate. The 6th edition of the M-1 was relied upon the City and its wholesale water rate valuation experts, in setting the Skokie rate enacted in this Ordinance. The utility basis approach followed by Evanston is analyzed in the M-1, such manual which states in pertinent part:

> It is considered an appropriate method for calculating the costs of service applicable to all classes of customers, **but is particularly applicable to those customers located outside the geographical limits of a government-owned utility.** [emphasis added] AWWA M-1, 6th Edition, p.14
The City Council and staff also reviewed wholesale water rates in several surrounding nearby communities in determining the reasonable and appropriate water rate to be charged to Skokie.

These rates are set forth in the following table:

<table>
<thead>
<tr>
<th>Provider</th>
<th>Customer</th>
<th>Rate per 1,000 gallons</th>
<th>Contract Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evanston</td>
<td>Evanston</td>
<td>$3.09</td>
<td>N/A</td>
</tr>
<tr>
<td>Evanston</td>
<td>Skokie</td>
<td>$2.06</td>
<td>In controversy</td>
</tr>
<tr>
<td>Wilmette</td>
<td>Glenview</td>
<td>$1.78</td>
<td>2050</td>
</tr>
<tr>
<td>Winnetka</td>
<td>Northfield</td>
<td>$1.69</td>
<td>2033</td>
</tr>
<tr>
<td>Highland Park</td>
<td>Deerfield, others</td>
<td>$2.69</td>
<td>2033</td>
</tr>
<tr>
<td>Northbrook</td>
<td>Riverwoods</td>
<td>$3.06</td>
<td>2036</td>
</tr>
<tr>
<td>Waukegan</td>
<td>Park City</td>
<td>$4.71</td>
<td>2018</td>
</tr>
<tr>
<td>Chicago</td>
<td>60+ other</td>
<td>$3.88</td>
<td>Varies</td>
</tr>
<tr>
<td></td>
<td>municipalities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glenview</td>
<td>Golf</td>
<td>$3.38</td>
<td>2066</td>
</tr>
</tbody>
</table>

Evanston also reviewed and considered applicable Illinois common law, including but not limited to the *Niles II* case, in determining a reasonable rate to charge Skokie. By Skokie’s own admissions, and contrasted to relevant data points, its rate paid to Evanston is artificially low, both in a relative and absolute sense.

Based upon all applicable ratemaking principles in the AWWA M-1, the rates charged to dozens of similarly situated comparable communities, applicable Illinois law (specifically including but not limited to the *Niles II* water rate case), and the other evidence by Skokie that its rate is too low, the City Council finds that it is rational and reasonable to revise and set the new wholesale water rate payable by Skokie to Evanston at **$2.06 per 1,000 gallons**.
The City Council held meetings in compliance with the provisions of the Illinois Open Meetings Act, considered the statements, points and authorities made in the legislative Record, and received additional input from the public.

SECTION 2: The wholesale water rate of $2.06 per 1,000 gallons is imposed for all wholesale water rates charged by Evanston to Skokie, effective for all water supplied to Skokie as of 12:00 a.m. October 1, 2017.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are 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 Legislative Statement in Section 1 is declared to be prima facie evidence of the law of the City and will be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
**SECTION 6:** This Ordinance 95-O-17 is effective immediately.

Introduced: September 25, 2017  
Adopted: September 25, 2017  
Approved: September 25, 2017

________________________________ 
Stephen H. Hagerty, Mayor  
Attest: 
Approved as to form: 

______________________________ 
Devon Reid, City Clerk  
W. Grant Farrar, Corporation Counsel
For City Council Meeting of September 25, 2017  
Ordinance 101-O-17: 3-Way Stop at Simpson Street and Dodge Avenue  
For Introduction

Memorandum

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

From: David D. Stoneback, Public Works Agency Director  
   Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer  
   Rajeev Dahal, Senior Project Manager - Transportation

Subject: Ordinance 101-O-17 Amending the City Code to Establish a 3-Way Stop  
   Control at the Intersection of Simpson Street and Dodge Avenue

Date: September 15, 2017

Recommended Action:  
Staff recommends adoption of Ordinance 101-O-17 by which the City Council would  
amend Section 10-11-5(C), Schedule V(C) of the City Code to establish a 3-Way Stop  
Control at the intersection of Simpson Street and Dodge Avenue. The estimated cost to  
install two additional stop signs is $150.00.

Funding Source:  
Funding will be through the General Fund-Traffic Control Supplies (Account  
100.40.4520.65115), with a FY 2017 budget of $50,000, and a YTD balance of  
$10,243.78.

Livability Benefits:  
Built Environment: Enhance public spaces; Provide compact and complete streets and  
   neighborhoods  
Health & Safety: Improve emergency prevention and response

Summary:  
Area residents have expressed the need to improve operational and safety concerns at  
the Simpson Street and Dodge Avenue intersection. The 5th Ward Alderman has  
discussed the concerns with Staff and therefore is requesting a 3-Way stop at the  
subject intersection. Currently, the Dodge Avenue approach is controlled by a stop sign  
at the intersection, and the Simpson Street traffic has the free flow. There is a fair  
amount of vehicular traffic on all approaches, and there is pedestrian activity at the  
intersection throughout the day. The intersection is also frequently used by disabled  
residents in wheelchairs. Twiggs Park is located on the north side of the intersection.
Given the existing conditions and activity at this intersection, all-way stop control signs are good tools for adding to the safety of pedestrians and disabled persons. With the stop sign installation, staff will also investigate adding ADA ramps across Simpson Street.

Attachment:
Ordinance 101-O-17
AN ORDINANCE

Amending Schedule V, “Stop and Yield Intersections,” of City Code Section 10-11-5(C), “Three-Way Stops” by Adding a Three-Way Stop at Simpson Street and Dodge Avenue

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

SECTION 1: Schedule V, “Stop and Yield Intersections,” of Section 10-11-5(C), “Three-Way Stops,” of the Evanston City Code of 2012, as amended, is hereby further amended to include the following:

E. & W. & N. traffic at Simpson Street and Dodge Avenue

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 will be in full force and effect from and after its passage, approval and publication in the manner provided by law.

SECTION 5: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.
Introduced: _________________, 2017

Adopted: _________________, 2017

Approved: ________________________, 2017

__________________________

Stephen H. Hagerty, Mayor

Attest: __________________________

Devon Reid, City Clerk

Approved as to form:

__________________________

W. Grant Farrar, Corporation Counsel
Memorandum

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

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

Subject: Ordinance 90-O-17, Amending the City Code Section 10-11-18, Schedule VIII to allow parking on Central Street Bridge over North Shore Channel

Date: September 13, 2017

Recommended Action:
Staff recommends that City Council adopt Ordinance 90-O-17 amending the City Code Section 10-11-18, Schedule VIII to eliminate the portion of the Code that prohibits parking on the Central Street Bridge therefore allowing vehicles to park on south side of Central Street Bridge. **Alderman Revelle recommends suspension of the rules for Introduction and Action at the September 25, 2017 City Council meeting.**

Livability Benefits:
Built Environment: Enhance public spaces
Equity & Empowerment: Ensure equitable access to community assets

Background:
The Central Street Bridge over the Northshore Channel is under the jurisdiction of the City of Evanston. The Northshore channel is under the jurisdiction of MWRD, which in turn leases the adjacent property to the City of Evanston. MWRD originally constructed the bridge in 1907 when the channel was created and turned over ownership of the bridge to the City after completion. In 2015, the City received Surface Transportation Program (STP) Bridge funding for replacement of the bridge. The project construction limits are depicted in Exhibit A. The City hired Stanley Consultants through a qualification based selection process for conducting the Phase I Engineering Study, which is expected to be complete end of this year. The proposed project schedule is as follows:

- Phase I planning completion: December 31, 2017
- Phase II Design: 2018
- Phase III Construction: 2019 - 2020
Analysis:
State of Illinois statute (625 ILCS 5/11-1303) prohibits parking on bridges, but this can be superseded by local ordinance. Many years ago, the City of Evanston began allowing parking on the south side of the Central Street Bridge, and signs were posted to notify the residents. However, no ordinance was approved to allow this to occur.

The City is currently in the process of completing the Phase I project development report for the Central Street Bridge replacement project. The ordinance to allow parking must be included as part of the report if parking is going to continue to be allowed, both before and after the construction. The purpose of this ordinance revision is to allow parking on the south side of Central Street Bridge.

Staff reviewed this recommendation and received approval at the Transportation & Parking Committee on August 30, 2017.

Legislative History:
On 8/30/17, Parking & Transportation Committee approved this staff recommendation.

Attachments:
Central Street Bridge Construction Limits Map
Ordinance 90-O-17
AN ORDINANCE

Amending City Code Section 10-11-8, Schedule VIII “Parking Prohibited at All Times” to Delete the South Side of Central Street Bridge from the Schedule to Allow Parking on that Side of the Bridge

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

SECTION 1: Section 10-11-8, Schedule VIII of the Evanston City Code of 2012, as amended, “Parking Prohibited at All Times,” is hereby further amended by removing the following:

| Central Street | South side, east line of Girard Avenue to a point 30 feet west of Sanitary Canal Bridge |

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: 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.

Introduced:___________________, 2017
Adopted:___________________, 2017

Approved:___________________, 2017

_______________________________
Stephen H. Hagerty, Mayor

Attest: _______________________
Devon Reid, City Clerk

Approved as to form:______________________________
W. Grant Farrar, Corporation Counsel
Memorandum

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

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

Subject: Ordinance 96-O-17, Amending City Code 8-4-12 to Establish a Fee for a Recycling Program for Multi-family Apartment Building with 6-Units or Greater

Date: September 5, 2017

Recommended Action:
Staff recommends that City Council adopt Ordinance 96-O-17, amending City Code Section 8-4-12 “Imposition of Sanitation Service Charges” to Add a Fee for Recyclable Materials at Multi-family Apartments 6 Units or Greater. The proposed fee would be $1.85 per unit per month and be imposed beginning January 1, 2019.

Funding Source:
N/A

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

Background:
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.

Analysis:
The estimated cost to collect recyclable materials from all of the larger apartment buildings by City employees has been calculated to be $150,960. Based on 6,962 apartment units receiving this service, a fee of $1.85 per month per unit is required to fund this program.

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>$1.85</td>
<td>$153,624.00</td>
</tr>
</tbody>
</table>

Implementation:
Staff recommends that the full recycling program for apartment buildings with 6 units or greater, as well as the imposition of the fee, begin on January 1, 2019. In order to provide the program, the City will need to purchase a new packer truck and hire an additional Equipment Operator II position. Additionally, carts will have to be delivered to the apartment buildings that are not in the pilot program.

Pending Council approval of the proposed ordinance, staff will recommend the purchase of a new packer truck in early 2018. These types of trucks generally take approximately 9 months to be delivered after they have been ordered. In mid-2018, staff will begin the hiring process to employ an additional Equipment Operator II. This new employee, working with the Supervisor, will help distribute carts to the apartment buildings that are not currently in the pilot program. This will allow the recycling program to begin in January 2019.

Attachments:
Ordinance 96-O-17
AN ORDINANCE

Amending City Code Section 8-4-12 “Imposition of Sanitation Service Charges” to Add a Monthly Fee for Recyclable Materials at Multi-family Apartments 6 Units or Greater

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

SECTION 1: That Subsection 8-4-12 “Imposition of Sanitation Service Charges” of the Evanston City Code of 2012, as amended, is hereby further amended to add a new subsection with the following language:

(c) Recyclable Materials. There is hereby established the following fee for the collection and disposal of "recyclable material" as defined in Section 8-4-1 of this Chapter, by the city for only multi-family apartment buildings 6 units and greater:

One dollar eighty-five cents ($1.85) per unit per month in the multi-family apartment buildings with 6 units or greater. Disposition requirements for recyclable materials are outlined in Section 8-4-4 and the proper receptacle for said materials is outlined in Section 8-4-5 above.

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 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 after its passage, approval and publication in the manner provided by law.

SECTION 5: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity
shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: ________________, 2017
Adopted: ________________, 2017
Approved: _____________________________, 2017

______________________________
Stephen H. Hagerty, Mayor

Attest:

______________________________
Devon Reid, City Clerk

Approved as to form:

______________________________
W. Grant Farrar, Corporation Counsel
Memorandum

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

From: Johanna Leonard, Community Development Director
       Sarah Flax, Housing and Grants Administrator

Subject: Ordinance 81-O-17, Authorizing the City Manager to Execute a Sale Contract for City Owned Real Property located at 2005 Grey Avenue to Evanston Township High School District No. 202

Date: September 25, 2017

Recommended Action:
Staff recommends approval of Ordinance 81-O-17 authorizing the City Manager to execute a sale contract for City-owned real property located at 2005 Grey Avenue to Evanston Township High School District No. 202 (“ETHS”) for affordable housing. A two-thirds majority is required for adoption of this ordinance. Staff recommends suspension of the rules for Introduction and Action at the September 25, 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 81-O-17 authorizes the sale of 2005 Grey Avenue to ETHS according to the terms of the Development and Affordable Housing Agreement for the Construction of a Residential Home at 2005 Grey Avenue between the City, ETHS and Community Partners for Affordable Housing (“CPAH”) and of Ordinance 80-O-17 authorizing the City Manager to negotiate the sale of 2005 Grey Avenue to ETHS for the sum of $1.00. ETHS will pay closing costs, per the terms of the development agreement. The development agreement and 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 were approved by City Council on September 11, 2017. Ordinance 81-O-17 is necessary to complete the procedural requirements outlined for the sale of City real property per Section 1-17-4-2 of the City Code.
Attachments:
Ordinance 81-O-17, Authorizing the City Manager to Execute a Sale Contract for City Owned Real Property located at 2005 Grey Avenue to Evanston Township High School District No. 202
AN ORDINANCE

Authorizing the City Manager to Execute a Sale Contract for City Owned Real Property located at 2005 Grey Avenue to Board of Education of Evanston Township High School District No. 202

WHEREAS, the City of Evanston owns real property located at 2005 Grey Avenue, Evanston, Illinois, 60202 (the “Subject Property”); and

WHEREAS, the City acquired the Subject Property to further its affordable housing goals and provide a future site for the home to be constructed by Evanston Township High School Students in the Geometry in Construction program during the 2017-2018 school year; and

WHEREAS, on September 11, 2017, the Council authorized 70-R-17 which authorized the City Manager to sign the Development and Affordable Housing Agreement ("Agreement") between the City, Evanston Township High School District No. 202 (ETHS) and Community Partners for Affordable Housing (CPAH); and

WHEREAS, the City Council of the City of Evanston has determined that ownership of the aforesaid Subject Property is no longer necessary, appropriate, required, or in the best interests of the City of Evanston and seeks to sell the Subject Property to ETHS to further implement terms of the Agreement for affordable housing; and

WHEREAS, pursuant to Ordinance 80-O-17, the City Council, by a vote of at least two-thirds (⅔) of the elected Aldermen then holding office, did direct the City Manager to negotiate the sale of 2005 Grey of the Subject Property on behalf of the City; and
WHEREAS, pursuant to Ordinance 80-O-17, the City Manager has negotiated the sale of the Subject Property; and

WHEREAS, the City Manager recommends that the City Council hereby approve the sale of the Subject Property, with the City as Seller and ETHS as Buyer; and

WHEREAS, the City Council hereby finds and determines that the best interests of the City of Evanston and its residents will be served by conveying the aforesaid Subject Property, on terms consistent with the Sale Agreement for Real Estate, attached hereto as Exhibit A and incorporated herein by reference (hereinafter, the “Agreement”); and

WHEREAS, as required by Section 1-17-4-2-(B) of the Evanston City Code, 2012, as amended (the “City Code”), a Notice of Intent to Sell Certain Real Estate, was published in the Evanston Review, a newspaper in general circulation in the City of Evanston, on September 7, 2017, 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 sale of the Property,

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

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: The City Council of the City of Evanston hereby approves the negotiated sale of the Subject Property with the City as Seller and ETHS as Buyer.

SECTION 3: The City Manager is hereby authorized and directed to sign, and the City Clerk is hereby authorized and directed to attest, the Agreement, pursuant to
the terms of which the Subject 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 Subject Property as the City Manager may deem fit and proper.

SECTION 4: The City Manager and the City Clerk, respectively, are hereby
authorized and directed to execute, attest, and deliver such other documents, agreements,
and certificates as may be necessary to effectuate the sale herein authorized.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are
hereby repealed.

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: 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 hereof that can be given effect without the
invalid provision or application, and each invalid application hereof 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.

Ayes: ______________

Nays: ______________
Introduced: _________________, 2017

Adopted: _________________, 2017

Approved: _________________, 2017

________________________________________
Stephen H. Hagerty, Mayor

Attest:

____________________________
Devon Reid, City Clerk

Approved as to form:

________________________________________
W. Grant Farrar, Corporation Counsel
EXHIBIT A

Real Estate Sale and Purchase Agreement
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of this ___ day of ____________, 2017, by and between the City of Evanston, an Illinois home rule unit of government located in Cook County, Illinois ("Seller"), and the Board of Education of Evanston Township High School District No. 202, an Illinois high school district ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of that certain property commonly known as 2005 Grey, Evanston, Illinois and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Seller desires to convey the Property to Purchaser,

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants and agreements hereinafter set forth, the parties agree to the terms of this Agreement, which reads in its entirety as follows:

1. Agreement to Purchase. Purchaser agrees to purchase and Seller agrees to sell and convey or cause to be conveyed to Purchaser, or its designee, by Special Warranty Deed (the "Deed"), good and merchantable title to the Property at the price and subject to the terms, conditions and provisions hereinafter set forth. The Deed shall be substantially in the form attached hereto as Exhibit B.

2. Purchase Price. Purchaser agrees to pay and Seller agrees to accept as the purchase price the sum of $1.00 ("Purchase Price") payable at closing.

3. Survey. Seller will not be providing a survey and the Buyer may obtain one at its own cost and expense.

4. Taxes.

   (a) Taxes for Years Prior to Closing. Seller will pay in full all general real property taxes that are levied with respect to the Realty for tax years prior to the year of closing.

   (b) Tax Challenges. If any tax challenge is ongoing with respect to the Realty for general real estate taxes levied for any tax years prior to the year of Closing, Seller will receive the full benefit of any refund arising out of such tax challenge. If any tax challenge commenced by Seller results in a reduction in taxes for the general real estate taxes levied for the year of Closing, the parties shall re-prorate taxes for the year of Closing upon
receipt of the actual tax bill or adjusted tax bill. This Section 9(b) expressly survives Closing.

(c) Taxes for Current Year of Closing. All general real property taxes that are levied with respect to the Realty for the year of Closing will be prorated at the rate of 100% between Buyer and Seller as of the business day immediately prior to the Closing Date. If the precise amount of taxes levied for the year of Closing cannot be determined, then the proration shall be computed on the basis of the lesser of (i) the taxes on the Realty levied for the immediately preceding tax year; or (ii) an amount equal to the taxable valuation, if available, of the Property in the year of Closing multiplied by the prior tax year’s total tax rate.

5. Title Policy.

(a) At Purchaser’s expense, Purchaser shall obtain a title commitment with respect to the Property.

(b) Purchaser shall, at Purchaser’s expense, obtain a title insurance policy by Chicago Title Insurance Company through its agent, Greater Illinois Title Company, or another title company acceptable to Purchaser (“Title Insurer”), dated as of the date Closing (as hereinafter defined) in a nominal amount with extended coverage over the general exceptions, free and clear of all liens and encumbrances whatsoever, except for general real estate taxes not due and payable, covenants, conditions, restrictions and other matters of record shown on the title commitment and those additional matters approved by Purchaser (the “Permitted Exceptions”).

(c) The title commitment shall be conclusive evidence of good and merchantable title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller shall also furnish Purchaser an affidavit of title in customary form covering the date of Closing and showing title in Seller subject only to the Permitted Exceptions.

6. Representations.

(a) Seller’s Representations. As an inducement to Purchaser to enter into this Agreement Seller hereby represents to Purchaser and agrees as follows:

(i) Seller has the right, power and authority to sell the Property, subject to the terms and conditions provided for in this Agreement, and to execute, deliver and perform its obligations under this Agreement and all other instruments, conveyances and documents to be executed and delivered in connection with the transaction contemplated herein. This Agreement and all other documents executed and delivered, or to be executed and delivered by Seller in connection with this Agreement have been, or at the appropriate time will be, duly executed and delivered and constitute or, upon such execution and delivery will constitute, the legal, valid and binding...
obligations of Seller, enforceable in accordance with the respective terms and provisions. No consent or approval of any person, firm, corporation or governmental authority is required to be obtained by Seller in order for Seller to enter into this Agreement.

(ii) To the best of Seller’s knowledge, there exists no action, suit, litigation or proceeding affecting the Property to which Seller is a party, and to the knowledge of Seller, there is no such action, suit, litigation or proceeding threatened.

(iii) Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller shall furnish Purchaser at Closing the exemption certification set forth in said Section.

(b) Purchaser’s Representations. As an inducement to Seller to enter into this Agreement Purchaser hereby represents to Seller and agrees as follows:

(i) Purchaser has the right, power and authority to purchase the Property, subject to the terms and conditions provided for in the Agreement, and to execute, deliver and perform its obligations under this Agreement and all other instruments, conveyances and documents to be executed and delivered in connection with the transaction contemplated herein. This Agreement and all other documents executed and delivered, or to be executed and delivered by Purchaser in connection with this Agreement have been, or at the appropriate time will be, duly executed and delivered and constitute or, upon such execution and delivery will constitute, the legal, valid and binding obligations of Purchaser, enforceable in accordance with the respective terms and provisions. No consent or approval of any person, firm, corporation or governmental authority is required to be obtained by Purchaser in order for Purchaser to enter into this Agreement.

7. Closing of Sale.

(a) The Closing (“Closing”) shall take place on or before November 1, 2017 or such other date mutually agreeable to the parties.

(b) At Closing, each party shall, without further consideration, execute and deliver such additional instruments as may be reasonably requested by the other party in order to complete and effectuate the transfer of title and ownership of the Property, provided that such additional instruments (other than those specifically provided for in this Agreement, and customary Closing documents) shall not impose cost or liability on any party. This transaction shall be closed in accordance with the general provisions of the usual form of New York style escrow agreement then in use by the Title Insurer, the costs of which escrow shall be paid by Purchaser.
Purchaser shall pay any State, County or other transfer tax imposed by local ordinance.

8. "As Is" Sale. Purchaser acknowledges that it will have adequate opportunity to inspect the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property. SUBJECT ONLY TO THE TERMS OF SECTION 5(a) AND IF PURCHASER CLOSES THE TRANSACTION CONTEMPLATED HEREUNDER, PURCHASER AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS" "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING AND THAT PURCHASER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS AGENTS OR BROKERS, OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER, AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (i) the quality, nature, adequacy and physical condition and aspects of the Property, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (iv) the development potential of the Property, and the Property’s use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (v) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (vi) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the condition of title to the Property (except the deed warranties), or (viii) any other fact or condition which may affect the Property, including without limitation, the physical condition, value, economics of operation or income potential of the Property.

9. Brokerage. Purchaser and Seller each represent and warrant to the other that it has had no dealings with any broker or agent in connection with this Agreement and the subject matter hereof, and each party agrees to pay, and hold harmless and indemnify the other from and against, any and all costs, expenses or liabilities for compensation, commissions and other amounts claimed by any other broker or agent allegedly retained, consulted or employed by such indemnifying party.

10. Miscellaneous.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

(b) Capitalized terms used by not defined in this letter shall have the meanings ascribed to them in the Redevelopment Agreement.

(c) This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.
(d) This Agreement (i) contains the entire understanding between the parties hereto with respect to the transactions contemplated herein; and (ii) may be altered or amended from time to time only by written instrument executed by both parties hereto.

(e) This Agreement shall be interpreted in accordance with the laws of the State of Illinois.

(f) The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties have executed this Agreement this day and year first written above.

SELLER:

CITY OF EVANSTON,

By: _________________________________

Print Name: Wally Bobkiewicz

Its: City Manager

PURCHASER:

BOARD OF EDUCATION OF EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202

By: _________________________________

Print Name: Eric Witherspoon

Its: Superintendent
Exhibit A

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

Address of Real Estate: 2005 Grey Avenue, Evanston, IL 60201
QUIT CLAIM DEED

City of Evanston, an Illinois municipal corporation ("Grantor") having an address of 2100 Ridge Avenue, Evanston, IL 60201, for and in consideration of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain and quit claim to Board of Education Evanston Township High School District No. 202 ("Grantee") having an address of 1600 Dodge Avenue, Evanston, IL 60201, all the following real property situated in the County of Cook, in the State of Illinois ("Property"), to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Subject to the matters set forth in Exhibit B attached hereto and made a part hereof.

Grantor covenants as follows:

1. The real property is free from all encumbrances made by Grantor.
2. Grantor will warrant and defend the real property hereby conveyed against all lawful claims and demands of persons claiming by, through or under Grantor, but against no other person.

Permanent Real Estate Index Number: 10-13-104-026-0000

Address of Real Estate: 2005 Grey Avenue, Evanston, Illinois 60201

In Witness Whereof, said Grantor has executed this instrument as of __________, 2017.

CITY OF EVANSTON

By: ________________________________
Wally Bobkiewicz, City Manager
STATE OF ILLINOIS  )
COUNTY OF COOK   )

The undersigned, an Illinois notary public, does hereby certify that
_______________________, personally known to me to be the ___________________ of
Grantor, and personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me in the County stated above this day in person and
severally acknowledged that as such __________________, he/she signed and delivered the said
instrument, and as his/her free and voluntary act for the uses and purposes set forth therein.

Given under my hand and notarial seal this _____ day of ______________, 2017.

Notary Public

SEND SUBSEQUENT TAX BILLS TO:

Evanston Township High School
1600 Dodge Avenue
Evanston, IL 60201
Attention: Chief Financial Officer
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

PIN: 10-13-104-026-0000

Address of Real Estate: 2005 Grey Avenue, Evanston, Illinois 60201
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 Chicago Avenue Partners, LLC

Date: September 20, 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 Chicago Avenue Partners, 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. This Ordinance was introduced at the September 11, 2017 City Council
meeting.

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, Chicago Avenue Partners, 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 greenery to provide better views
  from Woman’s Club of Evanston building.
- Increased setbacks along Chicago Avenue to better align with the adjacent
  properties.

As a result of reducing the size of the building 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
- Amended Developer RFP Response
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 determines 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 Chicago Avenue Partners, LLC, a Delaware 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 Chicago
Avenue Partners, LLC, a Delaware 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 Chicago Avenue Partners 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 Chicago Avenue Partners 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.
EXHIBIT B

REAL ESTATE PURCHASE AND SALE AGREEMENT
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 Chicago Avenue Partners LLC, a Delaware 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 ("Implements"); 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
for the building from 14 to 11 stories, the City agrees to reduce the Purchase Price from
$5,000,000 to $4,000,000. Purchaser must 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 benefitting 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. The 75 parking space in the new development will be provided at
no cost to the City, meaning no discount in the purchase price. Purchaser must provide a public parking easement to the City to be recorded against the property.

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 Section 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:
The City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: W. Grant Farrar, Corporation Counsel
Email: gfarrar@cityofevanston.org

Notices as to Purchaser shall be sent to:
The Corporation Trust Company
Corporate Trust Center
1209 Orange Street
Wilmington, DE 19801

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.
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.

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.

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:

CHICAGO AVENUE PARTNERS LLC
A Delaware 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.
RFP Addendum
To submittal of Sept 20th, 2016
Prepared
For
The City of Evanston
**Table of Contents**

1) **Purchase Price**
2) **Project Description**
3) **Plans**
4) **Developer Entity**
5) **Sources and Uses of Funds**
6) **Schedule**
7) **Other**
1. **Purchase Price:** Please provide an explanation for how you arrived at your proposed purchase price.

- We are offering $4 million. We offered $5 million to construct a 14-story building with typical construction materials. The offer price was lowered when the community demanded fewer floors and higher quality building materials.
2. Project Description: Provide a narrative description of the proposed office development.

The building design at 1714-20 Chicago Avenue was conceived as a Class A office building. As currently proposed, the building would be 8-stories of open office space atop a 3-story parking structure. The new garage area would accommodate all of the parking spaces currently on the Library parking lot, as well as tenant parking.

Currently we are showing 5’ setbacks on the north and south property lines and 0’ on the rear (west) property line. The building footprint is “rectangularized” at the west alley in order to take advantage of the skewed west property lines. This would necessitate a column that supports the corner of the building on the alley and occurs in the drive median.

The building front elevation is set back 29’-3 3/16” from the Chicago Avenue property line. This dimension is from the main body of the building. The Lobby projects 28’ 4 ½” from the front property line and aligns with the front porches of the Willard property houses to the north. The façade is further setback in the middle sections an additional 16’. These “cutouts”, or setbacks, become outdoor terraces with large landscaping material which can be accessed via the 4th floor.

Much attention was paid to integrating the scale of the smaller surrounding buildings with the new base. By using limestone or cast stone and brick, we were hoping to make an elegant transition between the Mayo-designed Woman’s Club to the south. Human-scaled window openings were also favored over large, detail-less expanses of glass. The corners of the building are constructed with a sand-finished precast with articulated spandrels. This is contrasted by the middles of the elevations which are planned to be a curtain wall divided by vertical metal pilasters to give it shadow and detail.

We looked to the great buildings of the downtown district for inspiration. We felt it was crucial to attempt to integrate our structure into that fabric. The Marshall Field’s Building; The Carlson Building, The Woman’s Club, The Frances Willard historic site and the Public Library itself were some of these buildings.

Class A office space between 10 and 20 thousand square feet within the City of Evanston is a scarcity. Many City of Evanston Employers, including Brad Moorhead (Founder & CEO) of LIVEWATCH, have resorted to the fact that an exodus out of Evanston to the City of Chicago will eventually happen because a lack of Class A office space to accommodate his needs. Currently, we have been approached with a few potential tenants that would like to relocate to the City of Evanston. These potential tenants include, but not limited to, a Deloitte Fast Technology Tech Member (200+ Employees), as well as a recognized Private Company in “Inc. magazine’s 5000 Fastest-growing Companies”. (300+ Employees) As of now, there names are requested to be kept confidential.
3. Plans: Please include a conceptual site plan, floor plan, and elevation(s). The site plan should include loading areas, driveways, public parking / pedestrian access, building location and landscaping.

- See Attached Exhibits
4. Developer Entity: Identify the name of the entity legally responsible for the development. List the principals of the organization and all individuals who will be involved in the purchase and/or redevelopment of the City-owned parcel. Provide a description of the development experience of each of the principals, with relevant examples, and the name, address and telephone number of a designated contact person

Development Entity: Chicago Ave Partners, LLC, a Delaware limited liability company

- The certificate of formation is attached

Principals of Chicago Ave Partners, LLC:

- Greg Stec
  - See Attached Development Record

- Ted Stec
  - See Attached Write Up

- Bruce Larson
  - See Attached Write Up

- Jeff Brown
  - CEO/CIO of T2 Capital Management
  - Contact Information:
    - T2 Capital Management
      - 120 N Hale Street, Suite #300
      - Wheaton, IL 60187
      - (630) 590-9511
  - Example Developments:
    - T2 Capital Management is an opportunistic, privately-held real estate investment firm that is based in Chicago. Since its founding in 2011, T2 has deployed $350+ million across the entire capital stack and among virtually all property types. See website: [www.t2investments.com](http://www.t2investments.com).
    - Example Developments:
      - Goose Island: Acquisition of two adjacent properties on Goose Island in Chicago, IL, which are being repositioned as a loft office development starting at 285,000 SF with space for up to 685,000 total SF of office.
      - CenterPoint: Development of multiple Class ‘A’ industrial buildings totaling 2+ million SF on a 135-acre site near Columbus, OH.
      - Crestwood: Acquisition of 1.1 million square-foot enclosed mall on a 47-acre site near St. Louis, MO. The mall has been demolished, and the property is being repositioned as a mixed-use development.
LACEY CREEK IN DOWNERS GROVE  
DOWNERS GROVE, IL • 70% COMPLETE
This three-story, 120,000-sq. ft. 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 $31.8M.

CASTILLO/PENNYCUFF APARTMENTS  
CHICAGO, IL • ENTITLEMENT STAGE
This 64-unit LGBTQ building breaks ground in August 2016. The Transit Oriented Development includes studio, one-, and two-bedroom units with ground level commercial features, 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 plating garden for the use of residents. Construction on this $18MI 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 DISSIE CROSSING  
CHICAGO HEIGHTS, IL • COMPLETE
Completed in 2013, Prairie Green is a $23.6M 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 2015, this development features clusters of free-standing villa-style units and a two-story apartment building that are reminiscent of cottages in their scale and design. The cottages, built on land once owned by the Roman Catholic Archdiocese of Belleville, features a community room, fitness center, planting gardens, and patios. The total construction cost is $9M.

DEVELOPER'S QUALIFICATIONS  
PREVIOUS EXPERIENCE
7.28.2016

Greg Stec - Head of all projects in portfolio
Consultants - Each project has a set of consultants custom picked by Greg Stec.
Killed - Each project does not have the same consultants because of location and building type.
Partners - Greg Stec is the head of projects. The full team presented has completed an annual review on Diversey Manor, Castillo/PennyCuff Apartments, and La Vered. The RiverChase (Leyden apartments), Lacey Creek, Prairie Green at Dixie, Prairie Green at Fay's Point, and College at Cathedral Square include additional partners.
Project Ownership - Greg Stec owns each of the projects. Other than certain projects such as Lacey Creek, Prairie Green at Dixie, Prairie Green at Fay's Point, and College at Cathedral Square, Greg is the responsible entity of the ownership group.
Building Ownership & Management - Greg owns the buildings and is the main point of contact for ownership, management and other items similar to it.
THEODORE K. STEC

Biography

Over twenty years of construction industry experience. An experience range from general laborer to president of a construction company resulting in an extensive knowledge of the construction industry. His career experience ranges from entitlement to close of developments and projects. He works, collaborates and cooperates with local governments, private homebuilders, not-for-profits and community housing organizations to bring development where it is needed.

Professional Experience

2014 - Present

dg development partners llc
Managing Member
Provides not-for-profit organizations, local governments and private developers with technical assistance and consultation in connection with all aspects of development and project entitlement. Company provides construction management services on a contact fee basis.

2011 – Present

chicago neighborhood development corporation
President
Provides assistance and construction services for remodeling and new construction throughout the Chicagoland area.

2009 - Present

south suburban chicago heights supportive living ltd.
Shareholder/Director
Responsible for the development of a 144 bed supportive living facility located in Chicago Heights, Illinois including but not limited to site location, securing site control, building design participation, interface with architects and engineers, HFS application preparation, zoning procedures, contract negotiations with City of Chicago Heights, attendance at administrative hearings and meetings, plan commission presentations, IHDA application preparation, construction management and continuing oversight of operations.

2010 - Present

south suburban blue island supportive living ltd.
Shareholder/Director
Responsible for the development of a 120 bed supportive living facility located in Blue Island, Illinois including but not limited to site location, site control, building design, HFS application, zoning, attendance at administrative meetings, plan commission, IHDA application preparation plan commission presentations and continuing oversight of construction, lease-up and operations.
2013 - 2016  
**FIRST ACTIVE SENIORS CORPORATION**  
**Director**  
Served on the Board of Directors for First Active Seniors Corporations I – IV ("FASC"). FASC is a Wisconsin not-for-profit corporation that developed and now owns and operates 93 units of apartment style senior housing and over 100 units of ranch style age restricted homes.

2011 - 2016  
**DELAVAL ACTIVE SENIORS CORPORATION**  
**Director**  
Served on the Board of Directors for Delavan Active Seniors Corporations I – IV ("DASC"). DASC is a Wisconsin not-for-profit corporation that developed and now owns and operates more than 200 units of senior housing near Lake Geneva, Wisconsin.

**Affiliations**

Mr. Stec is a member of the Affordable Assisted Living Coalition ("AALC").
Bruce Larson Biography

Mr. Larson has been in the construction industry in one way or another, his entire adult life. He and his father were in the home building business until 1981. Thereafter, Mr. Larson was the general manager of Prairie Materials Corporation, a $1.5 Billion business, for more than 8 years.

He is presently the General Manager of a construction company and president of Auvan Properties Services, Inc. Mr. Larson has been a consultant to the gravel industry for more than 25 years and has purchased and sold several mining properties during his business career. During Desert Storm and thereafter Mr. Larson was the president of a world trade association involved in the design of motorized cracking units to assist in the cleanup of oil and thereafter supplied the majority of the firefighting materials needed in Kuwait to assist in putting out the oil conflagration occurring at that time.
5. Sources and Uses of Funds: Provide a breakdown of development sources and uses (both hard and soft costs) for the proposed project. Identify the type and probable sources of construction and permanent financing.

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<thead>
<tr>
<th>Sources</th>
<th>Amount</th>
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<td><strong>Total Uses</strong></td>
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<table>
<thead>
<tr>
<th>Uses</th>
<th>Amount</th>
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<td>Acquisition of land</td>
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<tr>
<td>Soft Costs</td>
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<td>Architectural Engineering</td>
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<td>Hard Costs</td>
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<td>Construction</td>
<td></td>
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<td>Contingency</td>
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<tr>
<td>Closing Costs</td>
<td>$1 MM</td>
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<tr>
<td><strong>Total Sources</strong></td>
<td><strong>$56.4 MM</strong></td>
</tr>
</tbody>
</table>
6. Schedule: Present a detailed timeline for all major activities, including dates for pulling permits, securing all financing, start and completion of construction.

- September 25th, City Council Approval
- Week of September 25th, Both Seller and Buyer Execute Contract
- Submit Monday October 8th for City of Evanston Zoning Analysis
- Complete Zoning Analysis 1st week of November
- Submit Application to Plan Commission on November 6th, 2017
- Submit Full MEP Plans into the City of Evanston for Construction Permit February 19th 2018
- Expect Construction Permit April 19th 2018.
- Start Construction April 20th 2018
- Completion or Certificate of Occupancy October 2019
7. Other: Include any other information necessary to fully explain or support the proposal.

- Gregory Stec and Bruce Larson started with the City of Evanston Economic Development Department roughly 2 years ago. Our initial intent was to locate possible parcels to develop an “intergenerational multifamily use” within the City Limits. When the “Library Lot” became available through an RFP process, we brought in Connor Commercial as a Co-developer with the intent of jointly developing the “Library Lot”. Quickly after two community meetings, Connor Commercial gracefully “bowed” out. It must also be made clear that due to the initial first two community meetings, Mr. Larson and Mr. Stec “pivoted” and changed architects to Paul Janicki and Associates to satisfy the 1st ward constituents. In addition, because of the exit of Connor Commercial, the Staff of Evanston, including Martin Lyons and Paul Zalmezak, verified the Development Experience of one of the Principals, Mr. Gregory Stec, by taking a tour of 3 of his developments. The Core of the development team has remained intact and has now been in the City of Evanston Pre Application process with extensive adjacent Neighbor involvement (including 1st ward involvement) for 15 months.
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CHICAGO AVE PARTNERS, LLC", FILED IN THIS OFFICE ON THE FIFTH DAY OF JULY, A.D. 2017, AT 12:52 O'CLOCK P.M.
CERTIFICATE OF FORMATION
OF
CHICAGO AVE PARTNERS, LLC

The undersigned, an authorized person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendingary thereof and supplemental thereto, and known, identified, and referred to as the “Delaware Limited Liability Company Act”), hereby certifies that:

ARTICLE I. The name of the limited liability company is Chicago Ave Partners, LLC (the “Company”).

ARTICLE II. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company; and no member or manager of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or acting as a manager of the Company.

Dated: July 5, 2017

By: /s/ Deborah Openshaw
Name: Deborah Openshaw
Title: Authorized Person
The City of Evanston is seeking the development of an office building at 1714-1720 Chicago Avenue. The City of Evanston is seeking $5 million for the 27,000+/- square foot property. The site is currently used as a metered municipal parking lot serving 74 cars. The site is bound by Chicago Avenue to the east, the Women’s Club of Evanston to the south, a public alley and Evanston Public Library, to the west and the Frances Willard House Museum & Archives to the north. The redevelopment of the site will require a zoning change and because of its size, will be subject to the City of Evanston’s planned development zoning process.

**A successful bid must include:** 1) For-profit office building use and ownership; 2) contextual development and high quality design; and 3) the replacement of a minimum of 74 public parking spaces on site.

**Street Address:** 1714-20 Chicago Avenue, Evanston, IL

**Property Type:** Surface parking lot

**Location:** Downtown Evanston, midblock between Clark and Church Street

**Ward/Alderman:** 1st Ward/Judy Fiske

**PIN(s):** 11-18-208-015-0000 and 11-18-208-014-0000

**Ownership:** City of Evanston owned and will be conveyed to the selected respondent under the terms of an executed agreement

**Site Description:** 27,000 sq. ft. +/- municipal parking lot with 74 parking spaces, with approximately 140 feet of Chicago Avenue frontage. Primarily used by Evanston Public Library and Woman’s Club of Evanston patrons, and customers of nearby downtown businesses.

**Environmental Conditions:** There are no known environmental contaminates on the site. It is the responsibility of the selected respondent to investigate all environmental conditions of the site to its own satisfaction.

**Current Zoning:** The R6 general residential district is intended to provide for high density residential development of primarily multiple family dwellings particularly in and around the downtown area. Zoning change required

**Asking Price:** $5 million

**Additional Conditions:** Office development. Replace a minimum of 74 parking spaces for general public use on site.
Bid Submission Requirements

1. **Purchase Price**: Please provide an explanation for how you arrived at your proposed purchase price.

2. **Project Description**: Provide a narrative description of the proposed office development.

3. **Plans**: Please include a conceptual site plan, floor plan, and elevation(s). The site plan should include loading areas, driveways, public parking / pedestrian access, building location and landscaping.

4. **Developer Entity**: Identify the name of the entity legally responsible for the development. List the principals of the organization and all individuals who will be involved in the purchase and/or redevelopment of the City-owned parcel. Provide a description of the development experience of each of the principals, with relevant examples, and the name, address and telephone number of a designated contact person. For registered corporations, please include a certificate of good standing from the applicable Secretary of State’s office.

5. **Sources and Uses of Funds**: Provide a breakdown of development sources and uses (both hard and soft costs) for the proposed project. Identify the type and probable sources of construction and permanent financing.

6. **Schedule**: Present a detailed timeline for all major activities, including dates for pulling permits, securing all financing, start and completion of construction.

7. **Other**: Include any other information necessary to fully explain or support the proposal.

Evaluation Process

The City of Evanston will consider all of the following criteria in its bid evaluation:

- Completeness and responsiveness of the proposal
- Purchase Price
- Project Completion Schedule
- Competence, as evidenced by the professional qualifications and experience
- Financial qualifications as evidenced by the proven ability to obtain financing
- Economic development and other public benefits
- Quality of development concept including architectural and urban design
- Participation by Minority, Women-owned, and Evanston Business Enterprises
## Schedule / Key Dates

<table>
<thead>
<tr>
<th>Event/Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Bid Requirements</td>
<td>Thursday, 8/25/2016</td>
</tr>
<tr>
<td>Deadline to Submit of Any Questions</td>
<td>Friday, 9/9/2016</td>
</tr>
<tr>
<td>City’s Response to Questions (posted on City website)</td>
<td>Wednesday, 9/14/2016</td>
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<tr>
<td>Bid Proposal Due</td>
<td>Friday, 9/30/2016</td>
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<tr>
<td>Evaluation of Bids by City Staff</td>
<td>10/3/2016-10/19/2016</td>
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<tr>
<td>Economic Development Committee Review of Bids/Staff Recommendation</td>
<td>Wednesday, 10/26/2016</td>
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<tr>
<td>City Council Consideration</td>
<td>Monday, 11/14/2016</td>
</tr>
<tr>
<td>Staff / Developer negotiations</td>
<td>11/15/2016- until complete</td>
</tr>
<tr>
<td>Zoning Process</td>
<td>11/15/2016- until complete</td>
</tr>
</tbody>
</table>

## Submission & Additional Procedures

Staff will recommend to the Economic Development Committee the bid that closely aligns with the city’s goal for a high quality, contextual office development with a public parking component with a purchase price offer reflecting market conditions. The city’s asking price is $5 million.

The City of Evanston reserves its right to reject any or all bids when, in its opinion, it is determined that it is in the City’s best interest; to waive minor irregularities and informalities of the submittal; or to cancel, revise, or extend this solicitation. This request for bids does not obligate the City of Evanston to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be provided under this submission request.

**Questions/Comments & Answers.** All questions regarding the property and this solicitation must be submitted to the City no later than 9/9/2016. All questions received and answer will be published on the City’s website at this location [www.cityofevanston.org/ChicagoAvenue](http://www.cityofevanston.org/ChicagoAvenue). Responses to questions will be published on this page no later than 9/14/2016.

All updates regarding this project will be communicated through this website as well. The page should be regularly checked to ensure that information is not missed.

**Submission Procedure.** Bids must be received no later than 5:00pm on 9/30/2016 in the following manner:

- Email one pdf copy to Paul Zalmezak, Senior Economic Development Coordinator, [pzalmezak@cityofevanston.org](mailto:pzalmezak@cityofevanston.org)

A confirmation email will be provided indicating your submission was received and within the deadline.
ALTA/NSPS LAND TITLE SURVEY

LEGAL DESCRIPTION
LOT 13 IN BLOCK 15 IN THE VILLAGE, NOW CITY, OF EVANSTON IN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 10, TOWNSHIP AT NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF SAID LOT 13 TAKEN FOR A PUBLIC ALLEY PER DOCUMENT SUBMITTED AND ALSO EXCEPTING ALL THAT PART OF SAID LOT 13 Lying WEST OF THE WEST LINE OF SAID PUBLIC ALLEY.

COMMONLY KNOWN AS: 1714 CHICAGO AVENUE, EVANSTON, ILLINOIS.

SITE NOTES:
Area is 11,904 sq. ft.
Boundaries are measured based on the West line of Chicago Avenue being S, 170°30'3" N.

Flood Zone Designation:
For Flood Insurance Rate Map No. 070310003040, Effective date August 18, 2006.
The Surveyed Property is located in Zone "C", area determined to be outside of the 0.2% annual chance floodplain.

References:
For matters of title we have relied on Chicago Title Insurance Company's Certificate for Title Insurance, Policy No. 06-06-500, Effective Date January 17, 1984, for all recorded documents affecting the described parcels.

Parking:
Handicap Spaces = 3
Non-Handicap Spaces = 4
Total Parking Spaces = 34

GENERAL NOTES:
All information provided on the survey is shown on noted source.
Prior to execution call toll free 1-800-899-5213 for validation.

The description on this plat was provided to us by the client and does not guarantee accuracy, and should be compared to your deed, abstract or Certificate of Title.

All building restrictions, building lines and restrictions may or may not be shown, check your deed, abstract, Title Report, and local ordinances. No responsibility is assumed by Surveyor.

Compare all points before building by same and report any discrepancy or error.

Dimensions are shown in feet and decimal parts thereof; no dimension is to be assumed by scaling.

ALTA Title 4 Section 6 and 7

B.H. SUHR & COMPANY, INC.

R. H. BANSEN

1714 CHICAGO AVE. Evanston, Illinois 60201

(224) 263-6701  FAX (224) 263-7611

ALTA/NSPS LAND TITLE SURVEY

Surveyor: Jack H. Smith

Evanston, Illinois

AS COMPLIANCE DOCUMENT FOR

ALTA/NSPS LAND TITLE SURVEY

DATED at Evanston, Illinois, this 9th day of August, 2016.

By: Jack H. Smith

Surveyor License No. 000-02088

Scale - 1" = 20 ft.

405 of 594
ALTA/NSPS LAND TITLE SURVEY

LEGAL DESCRIPTION

The South 11 Feet of Lot 15 and all of Lot 14 in Block 15 in the Village, Now City, of Evanston in the Northeast Quarter of Fractional Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom all that part of said Lot 14 taken for a public alley for document 02870624.

Commonly Known As: 1720 Chicago Avenue, Evanston, Illinois.

SITE NOTES:

Area: 12,846 sq. ft.

Dimensions are assumed, based on the West line of Chicago Avenue being S 17° 31' 35" W.

Flood Zone Designation:

For Flood Insurance Rate Map No. 7930100175, Effective Date August 19, 2000.

The Surveyed Property is located in Zone "A", Area determined to be outside of the 0.2% annual chance floodplain.

References:

For matters of title we have relied on Chicago Title Insurance Company's Commitment for Title Insurance, Date No. 06-07-113. Effective Date November 4, 1979, for all recorded documents affecting the described parcel.

Parking:

Reserved Spaces = 25

Non-Reserved Spaces = 1

Total Parking Spaces = 26

GENERAL NOTES:

All information provided to the surveyor is shown or noted herein.

Prior to execution call toll free 800 545-5020 (for evaluation).

The description on this plan was prepared to us by the client, and does not guarantee ownership, and should be compared to your deed, abstract, or certificate of title.

All building restrictions, building lines, easements, roads, or other items not shown, or building abstract, Title Report, or local ordinances, is responsibility of surveyed property owner.

Compare all points before building by same or report any discrepancy at once.

Dimensions are shown in feet and decimal parts thereof, any distance is to be assumed by scaling.

B.H. SUHR & COMPANY, INC.

406 of 594
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. This Ordinance was introduced at the September 11, 2017 City Council meeting.

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 account number 601.19.7780.56065, “Sale of Surplus Property.”
## 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>
<th>Notes</th>
</tr>
</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>
<td></td>
</tr>
<tr>
<td>3080</td>
<td>Parks/Recreation</td>
<td>437</td>
<td>Brunswick Zodiac FCB210 w/1 115 HP Mercury Motors</td>
<td>1999</td>
<td>XDC21011E999</td>
<td>Very Poor</td>
<td>250 hrs. per season 10 years 2500 hours</td>
<td></td>
</tr>
<tr>
<td>3080</td>
<td>Parks/Recreation</td>
<td>433</td>
<td>Highlander-Trailer</td>
<td>2005</td>
<td>2H9BT2MS1XR003229</td>
<td>Very Poor</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>380</td>
<td>Parks/Recreation</td>
<td>434</td>
<td>Ford Taurus</td>
<td>2006</td>
<td>1FAHP53U16A149892</td>
<td>Very Poor</td>
<td>54,583</td>
<td></td>
</tr>
<tr>
<td>3807</td>
<td>Admin. Services – Facilities Management</td>
<td>265</td>
<td>Ford Taurus</td>
<td>2006</td>
<td>1FAFP53204G183595</td>
<td>Very Poor</td>
<td>95,896</td>
<td></td>
</tr>
<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>N/A</td>
<td></td>
</tr>
<tr>
<td>7115</td>
<td>Public Works Agency: Operations and</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>
<td></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**

<table>
<thead>
<tr>
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<th>Department</th>
<th>Vehic le #</th>
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<th>Vehic le Model Year</th>
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<td>Brunswick Boston Whaler w/1 90 HP Mercury Motor</td>
<td>2005</td>
<td>WCG00014G</td>
<td>Very Poor</td>
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<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>
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<td>3080</td>
<td>Parks/Recreation</td>
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</tbody>
</table>

~3~

411 of 594
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.” Ordinance 72-O-17 will
be in effect on December 1, 2017. This Ordinance was introduced at the September 11,
2017 City Council meeting.

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>
</tbody>
</table>

Total Owed $4,879,020

<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 cause a notice of impending vehicle immobilization to be sent in accordance with Subsection 11-2-5(F) of this code. The notice of impending vehicle immobilization shall state the name and address of the registered owner, the state registration number of the vehicle or vehicles registered to such owner, and the serial numbers of parking and/or compliance violation notices which have resulted in final determination of liability for which fines and/or penalties remain unpaid. Failure to pay the fines and penalties owed within twenty-one (21) days from the date of the notice will result in the inclusion of the state registration number of the vehicle or vehicles of such owner on an immobilization list. A person may challenge the validity of the notice of impending vehicle immobilization by requesting a hearing and appearing in person to submit evidence which would disprove liability within twenty-one (21) days of the date of the notice. Documentary evidence which disproves liability shall be based on the following grounds:

1. That all fines and penalties for the violations cited in the notice have been paid in full; or
2. That the registered owner has not accumulated five (5) three (3) or more final determinations of parking violation liability which were unpaid at the time the notice of impending vehicle immobilization was issued.

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 on December 1, 2017 and shall apply to any and all outstanding final determinations of parking and/or compliance violation liability.

SECTION 5: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: _________________, 2017
Adopted: _________________, 2017

Approved: _________________________, 2017

_______________________________
Stephen H. Hagerty, Mayor

Attest: 

Approved as to form:

_______________________________
Devon Reid, City Clerk

_______________________________
W. Grant Farrar, Corporation Counsel
Memorandum

To: Honorable Members of the Administration & Public Works Committee

From: Erika Storlie, Deputy City Manager/Administrative Services Director
      Jennifer Lin, Human Resources Division Manager

Subject: Ex-Offender Hiring

Date: September 25, 2017

Recommended Action:
Staff recommends that the City Council review and discuss the criteria for hiring ex-offenders as City employees.

Funding Source:
Not applicable at this time.

Livability Benefits:

1. Economy and Jobs
   a. Quality Jobs and Living Wages
   b. Local Economy

2. Equity and Empowerment
   a. Civic Engagement
   b. Civil and Human Rights

Summary:
Prior to 2015, there was no specific City policy regarding the hiring of ex-offenders. In fact, the City was not conducting a thorough background investigation of non-Police or Fire new employees. HR did not perform employment verifications or subject potential employees to fingerprinting; HR only called references, performed name checks, and subjected applicants to a medical and drug test.

In 2015, criteria for hiring ex-offenders were vetted by HR and the Law Department. These criteria were created after considering business necessity for City operations, position-specific disqualifications, and the nature/timing of any convictions. All of the criteria were consistent with federal and state laws regarding the criminal history of potential employees.
The currently used policy has not been used on many occasions to disqualify candidates. The vast majority of candidates have not fallen under disqualifying criteria. However, the eligibility subject to review criteria needed to be further fleshed out for additional direction and guidance.

The proposed revised policy proceeds to further spell out the process that HR will undertake when an applicant possesses a criminal history which is subject to review. A deeper examination of the circumstances will be considered by HR, who will provide a recommendation to the Corporation Counsel. After review, the Corporation Counsel will submit a recommendation to the City Manager, who has final authority to make a decision on the candidate’s suitability for hire.

Staff believes that the proposed revised policy continues to be consistent with all federal and state laws regarding the consideration of criminal history as part of the pre-employment process. We recommend that this new policy go into effect on 10/1/2017.

Attachment:
Criminal History Employment Eligibility Criteria
CRIMINAL HISTORY CRITERIA FOR EMPLOYMENT
(based on the date of the job posting)
(effective 10/1/2017)

INELIGIBILITY CRITERIA

Applicants are ineligible if they were convicted of the following serious crimes, crimes involving serious theft/moral turpitude, or crimes endangering the public:

I. One or more felony convictions for Delivery or Possession with intent to deliver controlled substance or marijuana within 1 year
II. One or more Class 3 or higher convictions for crimes against property or the public within 3 years
III. One or more Class 3 or higher felony convictions for crimes against persons within 10 years
IV. One or more Class X felony convictions
V. One or more felony convictions for rape or sex crimes against a minor, or any other offenses that would require applicant to register as a sex offender
VI. One or more misdemeanor or felony convictions for theft, fraud, deceptive practices, counterfeiting, and/or embezzlement within 10 years IF the position is for a cashier position or any other position where the applicant would have access to or control of City funds

NEED FOR REVIEW CRITERIA

Applicants’ criminal history and eligibility will be subject to review if they possess:

I. Pending felony or misdemeanor cases
II. One or more felony convictions for crimes against persons over 10 years
III. One or more felony convictions for crimes against property or the public over 3 years

In these instances, applicants, upon inquiry and review, must provide truthful and complete statements and/or background regarding these cases or convictions. Applicants bear the burden of meeting this requirement, and the City may, but is not obligated to, verify applicant statements or information. Upon discovery of a criminal background which needs to be reviewed, consistent with EEOC Guidelines, the HR Division Manager will perform an individualized assessment and consider the following:

a. Nature of the crime
b. Time elapsed
c. Nature of the job

d. Criminal history since crime

e. Applicant’s age at time of crime

f. Applicant’s voluntary disclosure of conviction (if applicable)

After this assessment is completed, the HR Division Manager will submit a recommendation to the Corporation Counsel with supporting information. The Corporation Counsel will evaluate the recommendation. In all cases, the Corporation Counsel will submit a recommendation indicating concurrence or non-concurrence with the HR Division Manager’s recommendation to the City Manager. Under the City Code, the City Manager retains final hiring authority. Upon review, the City Manager will notify in writing the Corporation Counsel and the HR Division Manager of the final employment decision, with the rationale and basis for such decision. Upon hire, this decision and supporting information will be included in the employee’s personnel file. If an applicant reviewed under this criteria is subsequently hired, but the City later determines the applicant failed to truthfully provide complete statements/background regarding any subject conviction, the City reserves all rights against such applicant.
For Administration & Public Works Committee September 25, 2017 Item APW2
Residency Preferences for City Employees
For Discussion

Memorandum

To: Honorable Members of the Administration & Public Works Committee
From: Erika Storlie, Deputy City Manager/Administrative Services Director
Jennifer Lin, Human Resources Division Manager

Subject: Role of Residency for City Employees

Date: September 25, 2017

Recommended Action:
Staff recommends that the City Council review, discuss and provide guidance in the role residency should have in City employment.

Funding Source:
Not applicable at this time.

Livability Benefits:
Economy and Jobs: Quality Jobs and Living Wages, Local Economy
Equity and Empowerment: Civic Engagement, Civil and Human Rights

Summary:
Per contract, the only employee subject to mandatory Evanston residency is the City Manager. Evanston residency is given a preference for entry-level Police Officer and Firefighter/Paramedic positions. Pursuant to the Rules and Regulations of the Public Safety Civil Service Commission, applicants who are Evanston residents are currently given 5 preference points in the calculation of points given to applicants for placement on final eligibility lists. This does not, however, require them to remain Evanston residents as part of their employment.

In addition, the apprentice programs currently in place in the Public Works Agency is only open to Evanston residents; Evanston residence is a mandatory requirement to even be considered for the apprentice program.

While the City of Chicago and other large cities (New York, Philadelphia, Boston) require residency for their employees throughout their employment, Staff knows of no other neighboring suburban municipalities who have a residency requirement for all
employees. While there may be some benefits to employing Evanston residents, a residency requirement would unnecessarily serve to disqualify many qualified applicants and limit the pool of quality employees. Without an articulable business necessity, a residency requirement could also result in adverse impact against certain groups of people, which could put the City at risk of liability. A residency requirement for union positions would be a mandatory subject of bargaining and would unlikely be entertained. As of September, 2017, approximately 20% full-time employees are Evanston residents as many factors contribute to and dictate an employee’s preference of residence.

Here is a breakdown of Evanston residents by department:

<table>
<thead>
<tr>
<th>Department</th>
<th># of EEs</th>
<th>Evanston</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMO</td>
<td>38</td>
<td>13</td>
<td>34.2%</td>
</tr>
<tr>
<td>Law</td>
<td>7</td>
<td>3</td>
<td>42.9%</td>
</tr>
<tr>
<td>Admin</td>
<td>74</td>
<td>13</td>
<td>17.6%</td>
</tr>
<tr>
<td>CD</td>
<td>25</td>
<td>4</td>
<td>16.0%</td>
</tr>
<tr>
<td>Police</td>
<td>226</td>
<td>27</td>
<td>11.9%</td>
</tr>
<tr>
<td>Fire</td>
<td>109</td>
<td>11</td>
<td>10.1%</td>
</tr>
<tr>
<td>Health</td>
<td>22</td>
<td>6</td>
<td>27.3%</td>
</tr>
<tr>
<td>PRCS</td>
<td>53</td>
<td>23</td>
<td>43.4%</td>
</tr>
<tr>
<td>PWA</td>
<td>150</td>
<td>35</td>
<td>23.3%</td>
</tr>
<tr>
<td>Library</td>
<td>35</td>
<td>15</td>
<td>42.9%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>739</strong></td>
<td><strong>150</strong></td>
<td><strong>20.3%</strong></td>
</tr>
</tbody>
</table>

The City of Elgin has residency requirements for its department heads and senior staff per City Code; Niles’ Village Code places a geographic boundary on its employees and may require residency for department heads. The Village of Oak Lawn gives a financial incentive to village employees who are residents.

The main goal for the City is to hire the most qualified person for the job. As such, Staff recommends that the residency requirements remain flexible so that if the need arises, the City Council can decide to require, or strongly recommend, residency for certain department heads and senior staff. A recent example of this took place on April 14, 2017 when the City Council voted to assist the Fire Chief in moving to Evanston.

An alternative to a residency requirement would be a possible residency allowance, similar to Oak Lawn’s $6500/year residency stipend. Such an allowance could incentivize Evanston residents to apply for City employment or employees to move into Evanston.
Memorandum

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 Shut-off Follow-Up Discussion

Date: September 11, 2017

Recommended Action:
Staff recommends the City Council review and discuss this follow-up report regarding
the water shut-off for non-payment process implemented by the City of Evanston, and
provide direction for next steps.

Livability Benefits:
Built Environment – Manage water resources responsibly

Background:
On July 10, 2017 staff presented and discussed the current City of Evanston water shut-off for non-payment process during the City Council meeting. As a result of that
discussion staff was given the following directives:

1. Include payment assistance language to the second and shut-off notices.
2. Monitor responses to payment assistance language included on the second and shut-off notices via 311.
3. Provide shut-off data covering the previous 6 months.
4. Investigate budget billing as a payment assistance option.

Information regarding the directives listed above will be presented during the
Administration and Public Works Committee meeting.
Memorandum

To: Honorable Members of the Administration & Public Works Committee

From: Martin Lyons, Assistant City Manager/Chief Financial Officer
Karen Danczak Lyons, Library Director

Subject: Library Capital Improvements Plan

Date: September 20, 2017

Recommended Action:
Staff recommends Council discussion of Library Capital Improvements Plan for main library renovation to be presented on September 25, 2017 at the Administration and Public Works Committee meeting.

Summary:
The Evanston Public Library’s Capital Improvement Plans are included in the document submitted to the City Council for review during the annual budget process each year within the Capital Improvements Plan (CIP). The CIP is a five-year document located at the link below that includes two distinct parts:

- The approved capital projects for the coming budget year including the funding source for each project (begins on page 226 of the 2017 Budget).
- Future year projects for the following four years (begins on page 231 of the 2017 Budget).
- [https://www.cityofevanston.org/home/showdocument?id=15951](https://www.cityofevanston.org/home/showdocument?id=15951)

Library Capital Funding is handled through the use of General Obligation debt as no ongoing revenue source has been identified since the separate accounting for Library activities outside City General Fund and Capital funds began. A key discussion point is the establishment of debt caps that include Library. The current City debt service cap listed in the 2017 Adopted Budget was established prior to the separation of the Library, and therefore included a substantial debt remaining from the original main Library construction.
AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN RAINEY, CHAIR

II. APPROVAL OF REGULAR MEETING MINUTES OF SEPTEMBER 11, 2017

III. ITEM FOR CONSIDERATION

(P1) **Housing Opportunities for Women HOME & Affordable Housing Fund Application**

The Housing, Homelessness and Human Relations Commission and staff recommend approval of gap funding in the amount of $550,000 to Housing Opportunities for Women (HOW) to develop a new 16-unit permanent supportive housing project for households with incomes ≤ 50% of the area median income (AMI) at 2215 Dempster Street. Funding will be from the following: HOME Investment Partnerships Program (Account 240.21.5430.65535), which has $164,900 in unallocated 2017 funds available to commit; and the Affordable Housing Fund (Account 250.21.5465.65535), which has a current cash balance of $590,000 out of a total of $1,704,757 budgeted for FY2017.

For Action

(P2) **Ordinance 99-O-17, Amending Zoning Map to Rezone 1829 Simpson Street From R3 Two-Family Residential District to B1 Business District**

Staff recommends adoption while Plan Commission recommends denial of Ordinance 99-O-17 approving the Zoning Ordinance Text Amendment to rezone the property commonly known as 1829 Simpson Street from R3, Two-Family Residential to B1, Business District.

For Introduction

(P3) **Ordinance 100-O-17, Granting Special Use Permit and Major Variation for Type 2 Restaurant at 1829 Simpson Street in the B1 Business District**

Staff recommends adoption while Zoning Board of Appeals recommends denial of Ordinance 100-O-17, approving the Special Use Permit for a Type 2 Restaurant in the B1 Business District and Major Zoning Variation for a 4.3’ east interior side yard setback for a roofed patio and one-story addition where 10’ is required.

For Introduction
(P4) **Ordinance 97-O-17, Granting a Special use Permit for a Type 2 Restaurant Located at 633 Howard Street in the B3 Business District ("Café Coralie")**
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 97-O-17 granting special use approval for a Type 2 Restaurant, Café Coralie, at 633 Howard St. in the B3 District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. **Alderman Rainey recommends suspension of the rules for Introduction and Action at the September 25, 2017 City Council meeting.**

**For Introduction and Action**

(P5) **Ordinance 93-O-17, Amending Various Sections of Title 4, Chapter 14 “Design and Project Review”**
Staff recommends adoption of Ordinance 93-O-17, amending the Design and Project Review portion of the City Code related to voting and advisory members and the appeals process.

**For Introduction**

IV. **ITEMS FOR DISCUSSION**

(PD1) **1233-1235 Hartrey Avenue – Proposed Alternative School Operated by Evanston Township High School**
Staff requests direction from the Planning and Development Committee, which could come in the form of a referral to the Plan Commission if a Map or Text Amendment is recommended or a recommendation for no further action. Evanston Township High School submitted applications for a Zoning Analysis for a determination of use and Special Use Permit to operate an alternative school for students with behavioral and emotional needs at 1233-1235 Hartrey Avenue.

**For Discussion**

V. **COMMUNICATIONS**

VI. **ADJOURNMENT**
Planning & Development Committee Meeting
Minutes of September 11, 2017
7:15 p.m.
James C. Lytle Council Chambers - Lorraine H. Morton Civic Center


STAFF PRESENT: J. Leonard, D. Stoneback

OTHERS PRESENT:

PRESIDING OFFICIAL: Ald. Rainey

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN RAINEY, CHAIR
A quorum being present, Ald. Rainey called the meeting to order at 7:36 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF AUGUST 14, 2017
Ald. Fiske moved to approve the minutes of the August 14, 2017 meeting, seconded by Ald. Wynne.

The committee voted unanimously 7-0, to approve the August 14, 2017 minutes.

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.

Ald. Wynne moved to introduce, suspend the rules, and approve Ordinance 87-O-17, seconded by Ald. Rue Simmons. The Committee voted unanimously to introduce, suspend the rules, and approve Ordinance 87-O-17.

(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**

At Ald. Revelle's request Ms. Leonard explained the reason for the Planned Development.

Ald. Wynne clarified the scope of the project.

**Ald. Wynne moved to introduce, suspend the rules, and approve Ordinance 89-O-17, seconded by Ald. Fiske. The Committee voted unanimously to introduce, suspend the rules, and approve Ordinance 89-O-17.**

**(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**

In response to an inquiry from Ald. Revelle, Public Works Agency Director Stoneback explained that downspouts are allowed to drain into the sewer for a commercial project.

**Ald. Rainey moved to introduce, suspend the rules, and approve Ordinance 91-O-17, seconded by Ald. Fiske. The Committee voted unanimously to introduce, suspend the rules, and approve Ordinance 91-O-17.**

**(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**

Ald. Fiske expressed concerns about existing parking conditions in these Transit Oriented Development areas and that the high parking rates charged by developers pushes parking onto streets.

**Ald. Wynne moved to introduce Ordinance 92-O-17, seconded by Ald. Revelle. The Committee voted unanimously, 7-0, to introduce Ordinance 92-O-17.**

Ald. Rainey asked for Public Comment.

Betty Ester, resident, spoke about affordable housing issues including the criteria for including residents in affordable developments, the fee-in-lieu options within the Inclusionary Housing Ordinance, and the geographic dispersal of affordable units per the Fair Housing Ordinance.

**IV. ITEM FOR DISCUSSION**

There were no items for discussion.

**V. COMMUNICATIONS**

There were no communications.

**VI. ADJOURNMENT**


The committee voted unanimously 7-0 to adjourn.

The meeting adjourned at 7:52 p.m.

Respectfully submitted,

Scott Mangum
Memorandum

To: Honorable Mayor and Members of the City Council Planning and Development Committee

From: Johanna Leonard, Community Development Director
        Sarah Flax, Housing and Grants Administrator
        Savannah Clement, Housing Policy and Planning Analyst

Subject: Housing Opportunities for Women HOME & AHF application

Date: September 11, 2017

Recommendation:
The Housing, Homelessness and Human Relations Commission and staff recommend approval of gap funding in the amount of $550,000 to Housing Opportunities for Women (HOW) to develop a new 16-unit permanent supportive housing project for households with incomes ≤ 50% of the area median income (AMI) at 2215 Dempster Street. HOW has secured a funding commitment of $4,850,000 from the Illinois Housing Development Authority (IHDA). Staff recommends City financing in the form of two deferred loans, 1) $100,000 from the City’s HOME Investment Partnerships grant, and 2) $450,000 from the Affordable Housing Fund.

Funding Sources:
Funding will be from the following: HOME Investment Partnerships Program (240.21.5430.65535), which has $164,900 in unallocated 2017 funds available to commit; and the Affordable Housing Fund (250.21.5465.65535), which has a current cash balance of $590,000 out of a total of $1,704,757 budgeted for FY2017.

Livability Benefits:
Built Environment: Support housing affordability; provide compact and complete streets and neighborhoods;

Equity & Empowerment: Ensure equitable access to community benefits, and support poverty prevention and alleviation;

Climate & Energy: Improve energy and water efficiency; reduce greenhouse gas emissions.
Discussion:
This project meets several housing needs identified in Evanston by:

- Addressing a critical housing need for rental for very low income people identified in the City’s Consolidated Plan by providing four (4) new units for households ≤ 30% AMI and twelve (12) units ≤ 50% AMI
- Securing new affordable housing units within the City at a low cost per unit ($34,375) by leveraging federal, state and regional resources
- Creating two (2) units that are fully ADA accessible, one (1) unit that is accessible to individuals with sensory impairment, and the remaining thirteen (13) units that are all “visitable,” meaning they are equipped with features that make it possible for a visitor with mobility impairments to enter the units, and also to modify units with additional accessibility features for residents when needed

City’s Consolidated Plan: In consideration of developing this project, HOW conducted a market study to assess the need for affordable units. It identified approximately 5,000 income-eligible households in Evanston (see attached market study for additional detail). Permanent supportive housing, which leases deeply subsidized units without limits on the length of stay combined with supportive services, is a proven and cost-effective solution to help vulnerable families that are unstably housed or homeless and/or have disabilities. Because all 16 units will have project-based operating support, tenants are not required to have sufficient income to pay even the 30% or 50% AMI rents. Tenants pay 30% of their income toward rent, with project-based support covering the remainder. The Regional Housing Initiative (RHI) is the source for the 12 50% AMI units and the State Referral Network (SRN) is the source for the four 30% units. The combined maximum rent subsidies this could provide over a 15-year period is $2,949,300. Residents will also have access to on-site case management, daily living/life skills training, employment and job training, health case management, counseling and a service referral network.

Low Cost per Unit and Utilization of State and Regional Resources: HOW’s funding request of $550,000 from the City comprises 10.1% of the project development budget of $5,447,437. By leveraging other funding sources, the City’s investment per unit is only $34,375 for a 30-year affordability restriction. As identified in previous funding requests, the City’s portion and cost per unit is often higher than desired. This project significantly lowers the City’s financial participation by leveraging external resources for the creation of new affordable housing units.

Accessibility and Sustainability: The project meets another critical need for housing that is accessible and visitable in addition to affordable. It is a modern three-story elevator building with eight (8) 1-bedroom and eight (8) 2-bedroom units. Two (2) units will be fully-accessible, one (1) sensory impaired and thirteen (13) adaptable; all common areas will be fully accessible. The building’s design and construction addresses the City’s climate and energy efficiency goals; it will receive sustainable building certification from the Enterprise Green Communities program. Enterprise Green Communities criteria were developed in 2004 to bring the improved health, economic and environmental benefits of sustainable construction practices to affordable housing development. The project is also compliant with the City’s Green Building Ordinance. In
addition, the project will receive $47,437 in funding from the Energy Efficiency Program for New construction of Affordable Housing managed by ComEd.

Additional Project Details: The site is located in a desirable neighborhood that includes the Erie Evanston/Skokie Health Center, Valli Produce and other Evanston Plaza shopping destinations, and is close to District 65 and District 202 schools. It is located on the PACE 250 bus route, which is slated to add a bus rapid transit line in the coming years to improve access to northwestern suburban job centers and the Davis Street Transportation Center, so it is a part of Evanston not immediately near the Purple Line that is in fact well-served by public transportation (see attached Neighborhood Characteristics and Amenities for additional detail).

The project meets underwriting standards for the City’s HOME and Affordable Housing Fund based on a review of the development and operating budgets, reserves, capacity of development team, market study, and other factors.

Project Timeline: HOW is scheduled to close on the development financing from IHDA on November 17, 2017. If approved by City Council, the City’s loan documents would be signed at that closing as with other affordable housing projects with layered financing including Emerson Square and the Housing Authority of Cook County Senior Redevelopment project. City funds would be used for eligible construction and soft costs. A draw schedule including all sources will be developed that takes into account eligible uses and timing needs of each source. Construction is expected to start by early 2018 and be completed by year-end 2019. As is the case for all large projects in the City, HOW would create and provide a Construction Management Plan (CMP) that would govern how construction activities take place at the site, who is managing construction, and a process for providing regular updates to neighbors on activities.

Project Rent Up: At lease-up, priority for the 50% AMI units will be made to households on the Regional Housing Initiative (RHI) waitlist. These are households that work within a 12 mile radius of the project address. If tenants are not secured from that wait list, HOW will fill units from the waitlist it develops and manages specifically for the project from local referrals.

At lease-up, the four units at 30% AMI will be made available first to households on the State Referral Network (SRN) list managed by IHDA. This list is created from referrals from social services agencies of clients that meet eligibility requirements who specify where they want to live. If tenants are not secured from that list, HOW will fill units from the waitlist it develops and manages specifically for the project from local referrals.

Neighborhood Meetings: Public meetings were held on February 23, and April 25, 2017, to make the neighbors aware of the proposed project and inform them of the process for moving it forward. For both meetings, HOW notified residents within 500 feet of the project by providing flyers at each address. An additional meeting was held with residents on August 17, 2017, to discuss the residents’ current traffic and parking concerns. Furthermore, residents were notified of DAPR meetings in which the HOW project was reviewed, and the September 7 Housing, Homelessness and Human Relations Commission meeting at which HOW’s application for funding will be reviewed.
These notifications were made via email using email addresses provided by attendees at the prior community meetings in February and April.

Concerns raised by residents of the Dempster-Pitner neighborhood include the size and scale of the project, as well as its impact on water and sewer service, parking and traffic. Responses provided to those concerns during various public meetings are summarized below:

- **Project size and scale:** The current project meets the requirements of the underlying zoning. The location of the project is in an R5 zoning area and is therefore permitted by right. Staff has worked to address this through improvements to building design and landscaping to make sure it fits within the context of the neighborhood.

- **Water and Sewer capacity:** City engineers reviewed the project and determined that the water and sewer infrastructure in the area is adequate to supply an additional 16 units. Storm water facilities, as proposed by the developer, appear to be in compliance with MWRD and City of Evanston storm water management codes, which are designed to mitigate storm water issues from development projects. Review of the final project design for compliance will be required in order to obtain permits from these two agencies.

- **Parking:** The City conducted a daytime parking study on the 1300 block of Pitner from April 11-15, and April 17, 2017. The study demonstrated that there are no weekday daytime issues. A second study will be conducted between 8PM and 8AM on weekdays, as well on the weekend, in September for the 1200 and 1300 blocks of Pitner, Hartrey, Fowler, and McDaniel once school at both King Lab and ETHS have started.

- **Traffic:** The City will conduct a study to determine traffic volume and speed on the 1300 blocks of Pitner and Hartrey, using tube counters. Traffic engineers will do manual traffic counts, including direction of turns from and onto Dempster, at the alley between Pitner and Hartrey. This study will also take place in September, so as to include traffic generated by King Lab and ETHS.

If funding for this project moves forward, a neighborhood meeting will be scheduled, in October to provide information on next steps for the project’s development and to discuss the results of the parking and traffic studies.

**Legislative History**

The Housing, Homelessness and Human relations Commission unanimously approved HOW’s request for funding and recommendation of its approval to the Planning and Development Committee on September 7, 2017.

**Attachments:**

- HOW application sources and uses
- Market Study
- Neighborhood Characteristics and Amenities
- Project Narrative
- HOW Letters of Support
## City of Evanston

### Sources & Uses Summary

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<tr>
<th>Project Name</th>
<th>Total Square Feet: 14,304</th>
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<tr>
<td>Developer</td>
<td>0</td>
</tr>
<tr>
<td>Project Type</td>
<td>New Construction</td>
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<tr>
<td>Target Population:</td>
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<tr>
<td>Unit Type</td>
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<tr>
<td>Average Rent</td>
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### Development Costs

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<th>Total</th>
<th>Per Unit</th>
<th>% of Total</th>
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<td>Total Acquisition:</td>
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<td>Total Construction:</td>
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<td>$228,539</td>
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<td>Total Carrying &amp; Construction Finance:</td>
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<td>Total Permanent Financing:</td>
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<td>Total Reserves:</td>
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<tr>
<td>Total Development Costs*</td>
<td>$5,447,437</td>
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### Permanent Sources

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<tr>
<th>Source Description</th>
<th>Total</th>
<th>Per Unit</th>
<th>% of Total</th>
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<tr>
<td>Bank Mortgage</td>
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<tr>
<td>City of Evanston HOME Funds (Development Subsidy)</td>
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<td>Other: DCEO</td>
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<td>Other: IHDA Trust Fund</td>
<td>$2,847,360</td>
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<tr>
<td>Total Sources</td>
<td>$5,447,437</td>
<td>$340,465</td>
<td>100.0%</td>
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### Construction Financing Sources

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<th>Source Description</th>
<th>Amount Available</th>
<th>% TDC</th>
<th>Developer Notes</th>
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<tbody>
<tr>
<td>Private Construction Loan (bank financing)</td>
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<tr>
<td>Developer Equity</td>
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<tr>
<td>Other: IHDA Trust Fund</td>
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<td>36.6%</td>
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<tr>
<td>City of Evanston HOME Funds IHDA</td>
<td>$2,847,360</td>
<td>52.3%</td>
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<tr>
<td>Total Construction Sources</td>
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### City of Evanston HOME Subsidy Request

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<th>Total</th>
<th>Per Unit</th>
<th>% TDC</th>
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<td>Development Subsidy- Permanent Loan</td>
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### Unit Mix

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<tr>
<td>50% AMI</td>
<td>0</td>
<td>5</td>
<td>7</td>
<td>0</td>
<td>12</td>
</tr>
<tr>
<td>60% AMI</td>
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<td>0</td>
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<tr>
<td>&lt;80% AMI</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>Market Rate</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>Total</td>
<td>0</td>
<td>8</td>
<td>8</td>
<td>0</td>
<td>16</td>
</tr>
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</table>

### Operating Budget

<table>
<thead>
<tr>
<th>Key Assumptions</th>
<th>Annual</th>
<th>Per Unit</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Rent Potential</td>
<td>$187,032</td>
<td>$11,690</td>
<td>Vacancy Years 1-4</td>
</tr>
<tr>
<td>Other Income</td>
<td>$0</td>
<td>$0</td>
<td>Vacancy Years 5+ 10.0%</td>
</tr>
<tr>
<td>Vacancy</td>
<td>$18,703</td>
<td>$1,169</td>
<td>Rent Inflation Years 1-4 2.0%</td>
</tr>
<tr>
<td>Adjusted Gross Income</td>
<td>$168,329</td>
<td>$10,521</td>
<td>Rent Inflation Years 5+ 2.0%</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$114,747</td>
<td>$7,172</td>
<td>Expense Inflation:</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>$47,162</td>
<td>$2,949</td>
<td>Administration 3.0%</td>
</tr>
<tr>
<td>Debt Service</td>
<td>$0</td>
<td>$0</td>
<td>Maintenance 3.0% Operating 3.0% Escrows &amp; Reserves 3.0%</td>
</tr>
</tbody>
</table>

### Debt & Cash Flow Over Time

| Year 5 DCR | Year 5 Net Cash Flow | $47,162 | $2,949 |
| Year 5 DCR | Year 5 Net Cash Flow | $47,162 | $2,949 |
| Year 10 DCR | Year 10 Net Cash Flow | $43,099 | $2,684 |
| Year 15 DCR | Year 15 Net Cash Flow | $38,861 | $2,429 |
| Year 20 DCR | Year 20 Net Cash Flow | $32,791 | $2,049 |
| Total Cash Flow Over 10 Yrs | $454,339 | $28,396 | $0 |
| Total Cash Flow Over 15 Yrs | $657,777 | $41,111 | $0 |
| Total Cash Flow Over 20 Yrs | $834,682 | $52,168 | $0 |
A PRELIMINARY MARKET STUDY REPORT FOR

EVANSTON PERMANENT SUPPORTIVE HOUSING
A 16-UNIT PERMANENT SUPPORTIVE HOUSING COMMUNITY

2215 DEMPSTER STREET
EVANSTON, ILLINOIS

JUNE 8, 2017

PREPARED FOR

HOUSING OPPORTUNITIES FOR WOMEN

DEVELOPMENT STRATEGIES
guiding effective decisions in real estate, community, and economic development
June 8, 2017

Ms. Britt Shawver, CEO
Housing Opportunities for Women
1607 West Howard Street, Third Floor
Chicago, Illinois 60626

Re: Evanston Permanent Supportive Housing (PSH)

Dear Ms. Shawver:

Development Strategies is pleased to present the attached preliminary market study, which has been prepared according to Federal Home Loan Bank (FHLB) guidelines to assess the need for the proposed Evanston PSH in Evanston, Illinois. The property will consist of 16 one-bedroom and two-bedroom apartments reserved as permanent supportive housing (PSH) for households earning at or below 30 percent of area median income (AMI) for Cook County.

Evanston PSH is an excellent candidate for FHLB funding. The proposed mix of one- and two-bedroom units with on-site services will be very appropriate for the target market and far superior to existing transitional or shelter options. Current market rents in Evanston are well beyond the financial means of low-income households, and no existing PSH units serve the area. Finally, data provided by HUD and the Illinois Department of Health Services highlight ample demand for housing from qualified vulnerable populations.

Given these findings, we support Housing Opportunities for Women’s proposal to construct the 16 PSH units in Evanston. Development Strategies appreciates the opportunity to assist you with this market study. Should you or your associates have any questions about the following study, please call. We will be glad to hear from you.

Yours very truly,

Brad Beggs, MAI
Jake Narup
Principal       Analyst
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
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</tr>
<tr>
<td>ABSORPTION RATE................................................................................................................................ 8</td>
</tr>
<tr>
<td>CONCLUSION............................................................................................................................................ 9</td>
</tr>
</tbody>
</table>
SUMMARY OF FINDINGS AND RECOMMENDATIONS

Based on the findings of our market study, we strongly support Evanston PSH and have no suggestions for modification.

- Evanston and the surrounding area lacks quality affordable supportive housing options, and current market rents are well beyond the means of low-income households.
- The property will be newly-constructed and designed to meet the needs of the target market.
- Surveys of vulnerable populations eligible for PSH units by the Suburban Cook County Continuum of Care (CoC) and Illinois Housing Task Force identified overwhelming unmet demand for additional supportive housing units from more than 900 households.
- Our income-based demand analysis identified approximately 5,000 income-eligible households in Evanston.
- Evanston PSH will improve the quality of housing available to targeted residents of the market area.

The proposed development conforms to market expectations and no changes to the plan are needed.

PROJECT DESCRIPTION

The subject of this market study is the proposed Evanston PSH, a 16-unit permanent supportive housing development to be located at 2215 Dempster Street. The newly-constructed building will include a mix of eight one-bedroom and eight two-bedroom units. As proposed, 12 units will be deeply subsidized by Regional Housing Initiative (RHI) vouchers, while the remaining four units will be subsidized through an IHDA Long Term Operating Subsidy and reserved for tenants from the Statewide Referral Network (SRN). Occupancy for all units will be restricted to households earning below 30 percent of area median income (AMI) for Cook County, and tenants will pay 30 percent of income towards rent.

Housing Opportunities for Women (HOW) will be the developer, property manager, and primary social service provider for Evanston PSH. HOW is a 501(c)(3) organization that has a central mission of empowering women, children, and families to break the cycle of poverty and homelessness. Evanston PSH will be a key component in the Housing First Model, which seeks to ensure that vulnerable populations are housed as quickly as possible before being provided with tools for self-sufficiency. This model is aligned with the Illinois Divisions of Mental Health’s Permanent Supportive Housing Policy, which seeks to support “consumer choice and empowerment, rights and responsibilities of tenancy, and appropriate, flexible, accessible and available support services that meet each consumer’s changing needs.”

1http://www.dhs.state.il.us/OneNetLibrary/27894/documents/mental%20health/DMH_housingpolicy.pdf
Location

The subject site is located in on the north side of Dempter Street near Pitner Avenue, about one mile southwest of Downtown Evanston. The site is in a transitional area, as uses to the north, west, and south are residential, while a significant amount of retail development lines the Dempster corridor to the east, including the Evanston Plaza shopping center and several fast food restaurants. The PACE Route #250 bus line operates along Dempster with a stop immediately in front of the subject site, providing transit access across Evanston as several neighboring communities including Skokie and Des Plaines. The route continues as far as O’Hare International Airport to the southwest, while also providing direct access to the UP-North and Northwest Metra rail lines.
Site Description

The subject site contains 0.46 acre of land, is rectangular in shape, generally flat, and has about 170 feet of frontage along the north side of Dempster Street, providing good accessibility and visibility from a primary east-west thoroughfare. The western portion of the site is currently occupied by a single-family home that will be demolished prior to construction.

The property is bordered by single-family homes and small multi-family buildings to the north, west, and south. A self-service car wash is located to the immediate east, and uses quickly shift to a mix of retail and service commercial. The subject parcel is bounded by existing uses on all sides, is located in an established neighborhood, and will require minimal infrastructure improvements for development. As such, the site meets the FHLB criteria for an infill lot.

Improvements

New construction will consist of a three-story elevator-served apartment building containing a total of 17,200 square feet. The first floor will include a case management office, small lobby, storage area, and four residential units. The second and third floors will each include six units as well as a common laundry room and lounge. The building will be steel-frame construction with exterior finishes consisting of a mix of masonry veneer and fiber cement siding.

The area surrounding the building will be landscaped and include a garden area near the southeast corner of the site. A 16-space surface parking lot will be situated immediately east of the building. A gate will allow pedestrian access from Dempster Street to the south, while gated vehicular access will be from the alley to the east.

Development Amenities

The subject will offer on-site laundry facilities as well as a common lounge on each of the second and third floors. A case management office on the first floor will provide a combination of direct and referral services including employment and education services, health and wellness care, recovery support, academic and social support for youths, and life skills training. HOW will also aid in coordinating primary and behavior healthcare services.

The amenities and services to be offered at the subject are substantial, appropriate, and targeted to the intended tenant base.

Unit Amenities and Finishes

Each unit will be furnished and contain a stove, refrigerator, and microwave. Each unit will feature ceiling fans and vinyl flooring. One-bedroom units will contain an average of 570 square feet of living area, while two-bedroom units will average 740 square feet. Though these layouts are somewhat smaller than other properties in the market, their efficient design will be very appropriate for the targeted tenant base and far superior to institutional or shelter alternatives currently serving vulnerable populations.
AFFORDABLE RENT ANALYSIS

Income Targeting and Rent Levels

All units will be restricted to tenants with incomes below 30 percent AMI and supported through RHI or IHDA Long Term Operating Subsidy, while four units will be filled through the Illinois Statewide Referral Network. Tenants in will pay no more than 30 percent of income towards rent.

## Comparable Market Rents

Multi-family properties in Evanston generally consist of older walkup apartment buildings containing between 12 and 50 units, though a small number of newer upscale properties have been built near Downtown Evanston over the past decade. Rents vary somewhat, but are consistently well beyond the financial means of low- and moderate-income households. Surveyed one-bedroom units ranged in rent from $1,100 to $1,500 per month, averaging about $1,375. Rents for two-bedroom units ranged from about $1,600 to $2,100, averaging about $1,750.

The subject will be new construction and in superior condition to other rental properties in Evanston, and the inclusion of tenant-targeted supportive services adds additional value to proposed contract rents that are well below other rental options in the area.
The following table provides a summary of relevant rent information for the selected properties.

### Evanston PSH

#### SUMMARY OF SELECTED RENTAL PROPERTIES

<table>
<thead>
<tr>
<th># of Units</th>
<th>One-Bedroom</th>
<th></th>
<th>Two-Bedroom</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Units</td>
<td>Avg. Rent</td>
<td>Size (SF)</td>
<td>Rent</td>
</tr>
<tr>
<td><strong>Market Rate</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 1025 Dempster Street</td>
<td>32</td>
<td>$1,375</td>
<td>700</td>
<td>$1.96</td>
</tr>
<tr>
<td>2 703 Dodge Avenue</td>
<td>18</td>
<td>$1,100</td>
<td>725</td>
<td>$1.52</td>
</tr>
<tr>
<td>3 1128 Maple Avenue</td>
<td>16</td>
<td>$1,350</td>
<td>650</td>
<td>$2.08</td>
</tr>
<tr>
<td>4 1410 Chicago Avenue</td>
<td>56</td>
<td>$1,475</td>
<td>700</td>
<td>$2.11</td>
</tr>
<tr>
<td>6 1570 Oak Avenue</td>
<td>24</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>7 914 Crain Street</td>
<td>24</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>8 1400 Hinman Avenue</td>
<td>52</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>9 1420 Chicago Avenue</td>
<td>28</td>
<td>$1,465</td>
<td>600</td>
<td>$2.44</td>
</tr>
<tr>
<td>10 1303 Maple Avenue</td>
<td>20</td>
<td>$1,495</td>
<td>650</td>
<td>$2.30</td>
</tr>
<tr>
<td><strong>Total/Average</strong></td>
<td>270</td>
<td>$1,377</td>
<td>671</td>
<td>$2.05</td>
</tr>
</tbody>
</table>

### DEMAND ANALYSIS

Assessing demand for the proposed PSH units is two-fold. First, we have completed an income-based demand analysis quantifying the number of very low-income households in Evanston that would be eligible to rent the subject’s units. Because permanent supportive housing targets vulnerable populations, we have supplemented this analysis with additional population-specific data provided through HUD, the Illinois Department of Human Services, and HOW’s service data.

#### Rent and Income Analysis

All units will be deeply subsidized with no minimum income and filled by tenants referred through HOW, the SRN, or other local social service agencies. The maximum income is established using the two-person household maximum income as established by HUD for a two-bedroom unit earning less than 30 percent of AMI, which is $18,960. Tenants will pay no more than 30 percent of their income for rent.

We have summarized the maximum allowable rents, the proposed rents, and the income ranges by unit type and in the following table. The rents in the following table for subsidized units are contract rents, not household rent contributions, which could potentially be nothing.
ESRI has provided income estimates of the number of households in the PMA, which we have summarized in the following table.

**Evanston - Households by Income**

<table>
<thead>
<tr>
<th>Household Income</th>
<th>2016 Estimate</th>
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<tbody>
<tr>
<td>Total households:</td>
<td>31,236</td>
</tr>
<tr>
<td>Less than $15,000</td>
<td>4,025 13%</td>
</tr>
<tr>
<td>$15,000 - $24,999</td>
<td>2,170 7%</td>
</tr>
<tr>
<td>$25,000 - $34,999</td>
<td>2,280 7%</td>
</tr>
<tr>
<td>$35,000 - $49,999</td>
<td>3,233 10%</td>
</tr>
<tr>
<td>$50,000 - $74,999</td>
<td>4,272 14%</td>
</tr>
<tr>
<td>$75,000 - $99,999</td>
<td>3,443 11%</td>
</tr>
<tr>
<td>$100,000 - $149,999</td>
<td>4,931 16%</td>
</tr>
<tr>
<td>$150,000 or more</td>
<td>6,882 22%</td>
</tr>
<tr>
<td>Median HH Income</td>
<td>$72,116</td>
</tr>
</tbody>
</table>

Based on data from the previous table and the income ranges established for each unit type, we have determined that there are 4,884 households in Evanston that earn less than $18,960. This baseline figure highlights significant unmet demand for affordable housing in the community. While these households likely struggle to acquire quality housing of any sort given market rents in the area, this process is often made more difficult by housing instability or the incidence of mental or physical disabilities. These factors are explored at greater length in the following section.
PERMANENT SUPPORTIVE HOUSING NEED

A 2017 study by the Illinois Housing Task Force’s Supportive Housing Working Group identified statewide unmet demand for just over 23,000 additional permanent supportive housing units—more than doubling the existing supply of about 18,000 units. Though there is overlap among targeted subpopulations, the homeless and mentally ill comprise the largest proportions of the eligible renter pool. HOW is the fourth largest provider of supportive housing in Chicago and has been in operation since 1983. The organization currently manages 375 subsidized units scattered in larger apartment buildings, as well as four community facilities containing 38 units. In 2016, HOW’s housing program served 528 adults and 351 children across 494 total households. This represents only a fraction of the demand for similar units in the area.

There has been significant growth in the local provision of permanent supportive over the past several years, with the total number of PSH beds in suburban Cook County increasing from 549 in 2011 to 1,255 in 2016 according to HUD. Despite this, significant need remains. The 2016 Point-in-Time survey identified approximately 110 unsheltered individuals, 449 residing in emergency shelters, and 339 in transitional housing, totaling 952. Of these, more than 40 percent—402 individuals—were identified as severely mentally ill, chronically homeless, or suffering from substance abuse issues.

CAPTURE RATE

An income-based analysis of households in Evanston highlights 4,884 households that earn less than 30 percent of AMI for Cook County. Given relatively high market rents in the area, these households likely struggle with some form of housing instability. Income-qualified households generate an overall capture rate of 0.3 percent (16 units ÷ 4,884).

The supplemental PSH need analysis above identified approximately 952 individuals that are currently unsheltered or in transitional or emergency housing that would be eligible for the subject’s units. This generates an overall capture rate of 1.7 percent (16 units ÷ 952). The subject’s low capture rates indicates strong demand for affordable rental units offering supportive services in the area.

ABSORPTION RATE

Service data from 2016 indicates HOW provides housing services for nearly 500 households annually. The majority of these individuals and families would qualify to live in permanent supportive housing. These figures are supplemented further by the Point-in-Time survey’s approximation of 950 individuals across Cook County in need of stable housing. Given the high volume of clients already served by HOW, the large number of unsheltered individuals in Cook County, and current transitional housing residents, the 16 units at Evanston PSH will be absorbed nearly immediately upon completion, reaching a stabilized occupancy of 95 percent within two months.
CONCLUSIONS

Evanston PSH will offer vulnerable populations in the Evanston area a quality, stable housing option that is currently lacking in the market. HOW has provided housing services for disadvantaged households across Cook County for more than 20 years and possesses the necessary experience to manage and maintain a property of the proposed size and scale. The mix of one-bedroom and two-bedroom units with on-site services will be very appropriate for the target tenant group, and far superior to existing transitional or shelter options. Given the lack of competition, high volume of income-eligible households in Evanston, and overwhelming demand highlighted by Illinois DHS and SRN, we conclude that there is ample market support for the project.
Appendix

- Assumptions and Limiting Conditions
- Certification
- Qualifications
ASSUMPTIONS AND LIMITING CONDITIONS

This economic analysis and study of housing needs is subject to the following limiting conditions and assumptions:

1. Information provided by various secondary sources is assumed to be accurate. However, this information cannot be guaranteed or construed to represent judgments by the consultant. Such information and the results of its application by the consultant are subject to change without notice.

2. The future course of the Cook County economy is based on our current understanding of the market and representations made to us. The future course of residential development is difficult to predict and our forecast is subject to change, although we deem our projections as reasonable given current information available.

3. We have analyzed the current economic conditions in Cook County and have taken them into consideration in making our projections. However, should the local, regional, or national economies suffer a major recession or depression; this will have a material effect on our projections.

4. Our analyses, opinions, and conclusions were prepared in conformance with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, of which Brad Beggs is a designated member.
CERTIFICATION

1. Neither Development Strategies nor any of its employees has any identity of interest with any member of the sponsor’s development team.

2. Neither Development Strategies nor any of its employees has any ownership interest in the project.

3. Our fee for preparation of this study does not rely in any way on the recommendations contained herein.

4. Development Strategies agrees to answer any questions regarding this market study.

5. We have not personally inspected the site of the proposed development.

Development Strategies, Inc.

Brad Beggs, MAI

Jake Narup
EDUCATION
Master of Urban Affairs, Saint Louis University, St. Louis, MO, 2013
Bachelor of Arts, Sociology and Political Science, University of Illinois, Champaign, IL 2011

CAREER SUMMARY AND BACKGROUND
Jake’s experience is based in neighborhood development and outreach, where his work has focused on creating cohesive communities through resident empowerment. He works with the research team on various projects that include demographic and economic analyses, market research, and other research assignments.

Jake has been involved in a variety of projects including market studies, economic impact analyses, corridor studies, feasibility analyses, and various other projects. Prior to joining Development Strategies, Jake worked as a university research assistant in public policy, contributing to various neighborhood development initiatives in the city of St. Louis. Previously, he was a staffer in a community organizing office performing research and community outreach duties to assess the health impacts of environmental pollution in low-income neighborhoods.

EXPERIENCE
Market Studies
- Examine the feasibility of various proposed Low Income Housing Tax Credit (LIHTC) developments and/or rehabs in many states throughout the country including Missouri, Illinois, Pennsylvania, California, Michigan, the District of Columbia, and others.
- Compile demographic and housing data for market reports, including the creation and organization a database for affordable housing complexes in the St. Louis region.
- Examining the feasibility for potential residential and mixed-use development by gathering and analyzing data for sites in the St. Louis, Chicago, and Kansas City regions.
- Assessing market support for the reuse of the historic National Maritime Building in Manhattan, New York as a mixed-use medical facility.

Economic Impact Analysis
Data collection and research modeling economic impacts for the remediation and redevelopment of the River City Business Park, a brownfield site located in St. Louis, Missouri.

Neighborhood Plans
Provide market analysis and strategies, as well as economic strategies to help revitalize neighborhoods and districts.

Corridor Plans
Data collection and analysis for the future development of several nodes and neighborhoods in Kansas City, Missouri and Kansas, City, Kansas. Analysis of demographic and income projections, rental housing, for-sale housing, office space and retail demand.

Appraisals
Contributed to appraisals of newly built or rehabilitated multi-family and mixed-use properties in many cities including St. Louis, Chicago, Pittsburgh, Detroit, Kansas City, Los Angeles, Milwaukee, and others.
CAREER SUMMARY AND BACKGROUND

Brad is principal-in-charge of Development Strategies’ real estate consulting division and also leads the firm’s appraisal practice. With education in architecture, business, and construction management—in addition to over 25 years’ tenure with Development Strategies—he brings a high level of expertise and credibility to each project.

He is a recognized expert in real estate valuation and has provided testimony in a variety of cases where the accurate value of property has been an issue. The valuations provided for these cases are easy to defend, as Brad uses his experience and the resources of Development Strategies to build a strong case for his conclusions.

His knowledge of the national real estate market has been a valuable asset that the firm has used in many consulting assignments. Brad has conducted or lent his experience to a wide variety of appraisals, market analyses, feasibility studies, highest and best use analyses and other projects requiring economic research and data analysis. He is an approved appraiser and market analyst for many lending institutions, state and local housing agencies, and the United States Department of Housing and Urban Development (HUD).

Brad acknowledges the great value and efficiency technology affords our industry and he is responsible for ensuring Development Strategies’ computer network and information systems assist our professionals in making the best use of their time and resources. He was instrumental in creating a full time staff position for a Geographic Information Systems (GIS) professional who now assists with nearly every project handled by the firm.

EXPERIENCE

Brad has been involved with various market and investment value appraisal assignments of multifamily residential, commercial, industrial, and institutional properties, including vacant land as well as mixed-use projects, primarily in the Midwestern United States. He is recognized as an expert in the field of affordable, mixed-income, mixed-use, and market rate housing and has completed work on projects throughout the United States.

He is actively involved in the following types of projects:

- Expert testimony given in federal court, circuit court, and numerous depositions and condemnation hearings regarding issues of value. Non-testimony assistance provided in a number of additional court cases
- Valuations involving low-income housing and historic tax credits, grants, conservation easements, and favorable financing
- Market studies and appraisals for all types of senior housing
- Valuation of conservation and historic easements
- Valuation and commentary on value methodology provided for real estate tax appeal cases
- Market studies, rent comparability studies, and repositioning analyses for Section 8 and other deeply subsidized housing projects
- Market and feasibility analyses, including focus group discussions and surveys, for various single-family and multiple-family housing developments in urban, suburban, and small town settings
- Market and investment value appraisals of Choice Neighborhood and HOPE VI public housing redevelopment projects in many cities
- Market analysis and redevelopment plans for numerous mixed-use districts including retail, office, hotel, and residential uses
- Hotel market studies and appraisals
- Valuation of special use properties, including schools, museums, sports facilities, concert halls, theatres, churches, etc.
- Highest and best use analysis and development strategies for a wide variety of properties in all types of locations

EDUCATION

Master of Business Administration
Washington University
Olin School of Business, 1991

All coursework completed and examinations passed for Master of Construction Management
Washington University
Sever Institute of Engineering

Bachelor of Arts, Architecture
Washington University
School of Architecture, 1990

REGISTRATIONS

Appraisal Institute, MAI
Certified General Real Estate Appraiser
- Georgia 362070
- Illinois 153001237
- Indiana CG40500281
- Kentucky 4879
- Michigan 1201074684
- Minnesota 40428193
- Missouri RA2973
- Ohio 2014004574
- Pennsylvania 4146
- Tennessee 4616
- Wisconsin 1928-10
Temporary license status in several states

PROFESSIONAL MEMBERSHIPS

Appraisal Institute (MAI)

CIVIC ACTIVITIES

The Missouri Growth Association
- Board of Directors

Habitat for Humanity of St. Louis
- Board of Directors, 2011 - Present
- Project Development Committee
- Real Estate Committee Chairman
Certificate of Membership

Development Strategies
Is a Member Firm in Good Standing of

National Council of Housing Market Analysts

Formerly known as National Council of Affordable Housing Market Analysts

National Council of Housing Market Analysts
1400 16th St. NW
Suite 420
Washington, DC 20036
202-939-1750

Membership Term
4/01/2017 to 3/31/2018

Thomas Amdur
Executive Director, NH&RA
HOW is proposing to construct a permanent supportive housing development located at 2215 Dempster Street in Evanston, Illinois. The development’s location offers future residents access to jobs, better schools, easy access to public transportation, and convenience to shopping and health services.

The immediate surrounding uses are residential to the North, South and West, and commercial/retail to the East. The project will be within proximity to transportation, health services, and several retail areas for shopping and employment opportunities. Banking, grocery, daycare services, a public park and retail is located within ¼ and ½ mile from the site.

The bus stop for PACE Route #250 is located directly in front of the project’s site and will provide convenient access for residents to retail along the Dempster retail corridor. The #250 can also connect residents to the CTA’s Purple Line at Dempster and Sherman Avenue. Residents can take care of everyday living activities within walking distance or a short bus ride down Dempster Street.

The Erie Evanston-Skokie Health Center is one block away and within walking distance at 0.1 miles. Residents can access a variety of medical, health, dental and wellness services. Valli Produce, a full-service grocery store is near at 0.3 miles away. A variety of retail shops are also located on or near Dempster Ave and easily accessible by the #250 Dempster bus line. These include beauty supply store, restaurants, Dollar Tree, TJ Maxx, and a CVS pharmacy. Six restaurants are within walking distance, with several more located west along the Dempster Street corridor. The surrounding neighborhood offers three parks about a ½ mile away, two daycare facilities within a ¼ mile, and several public elementary and high school(s) less than a mile from the site. The four elementary schools located within 0.8 miles of the property have a Great Schools rating of 8 to 10, on a rating scale of 10.
<table>
<thead>
<tr>
<th>Key</th>
<th>Amenity Type</th>
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March 13, 2017

Ms. Britt Shawver
Housing Opportunities for Women
1607 W. Howard Street, 3rd Floor
Chicago, IL 60626

Dear Ms. Shawver,

I am writing to express my support of Housing Opportunities for Women’s efforts to create 16 affordable and supportive homes in the Evanston community. These units located at 2215 Dempster would give essential housing and support for low income families in our community.

Since 1983, with a focus on vulnerable populations, HOW has provided significant housing relief for low income and homeless families. Congratulations on entering your 35th year of service as a recognized leader in providing safe and affordable housing and helping thousands transition from poverty to independence and self-sufficiency.

I share HOW’s vision and firmly believe that once vulnerable families are in stable housing, they are better able to continue to be a part of Evanston’s community. The addition of 16 units of affordable housing is consistent with Evanston’s Consolidated Plan and the City’s commitment to expanding the number of affordable housing units.

The proposed development would be a valuable and strategic resource in the City’s goal of maintaining an inclusive and diverse community.

Sincerely,

Senator Daniel Biss
Illinois’ 9th Senate District
March 14, 2017

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1607 W. Howard Street, 3rd Floor
Chicago, IL 60626

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Very truly yours,

Larry Suffredin
13th District Commissioner
March 8, 2017

Ms. Britt Shawver
Housing Opportunities for Women
1607 W. Howard Street, 3rd Floor
Chicago, IL 60626

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Very truly yours,

Robyn Gabel
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
      Melissa Klotz, Zoning Planner

Subject: Ordinances 99-O-17 & 100-O-17
          Zoning Ordinance Map Amendment, Special Use and Major Zoning Relief
          1829 Simpson Street
          R3, Two-Family Residential to B1, Business
          17PLND-0037 and 17ZMJV-0065

Date: September 12, 2017

Recommended Action:
Staff recommends adoption while Plan Commission and Zoning Board of Appeals recommend denial of Ordinances 99-O-17 and 100-O-17, approving the Zoning Ordinance Text Amendment to rezone the property commonly known as 1829 Simpson Street from R3, Two-Family Residential to B1, Business, as well as the Special Use Permit for a Type 2 Restaurant in the B1 Business District and Major Zoning Variation for a 4.3’ east interior side yard setback for a roofed patio and one-story addition where 10’ is required.

Livability Benefits
Economy and Jobs: Retain and Expand Local Businesses, Expand Job Opportunities.

Background
The subject property, commonly known as 1829 Simpson Street is located on the north side of Simpson Street between Darrow Avenue and Brown Avenue at the terminus of Dodge Avenue. The property consists of a 27-foot wide and 159-foot deep lot of record (4,293 square feet). The lot is currently improved with a single story commercial building.

The existing nonconforming building has been in existence for over 80 years and has previously been used as a hair salon, neighborhood grocery and antique shop. In addition, a single family home existed on the site before being demolished in 2004. The site was previously zoned for commercial use until 2000 when that portion of the block...
was rezoned to R3 Two-family residential, making it nonconforming. A previous attempt to rezone the property to MU Transitional Manufacturing District (originally requested to rezone to B1 Business), in order to use the building as an artist studio/cabinetry workshop, was denied by City Council in July of 2008.

The properties to the north and west are all zoned OS, Open Space and consist of Twiggs Park and the North Shore Canal. The area to the south is zoned R3, Two-Family Residential and consists of single family homes. The properties to the immediate east are also zoned R3, Two-Family Residential and are currently occupied by Housing Authority of Cook County multi-family residences, and single and multi-family homes. Property further east is zoned R4 General Residential and, across Darrow Avenue, B1 Business and consists of mixed-use buildings, commercial spaces, single family homes and churches.

Proposal Overview
Map Amendment:
The applicant is requesting approval of the Zoning Map Amendment to rezone the subject property from R3, Two-Family Residential to B1, Business. The rezoning of the property would enable the use of the property for a Type 2 Restaurant (contingent on the approval of a Special Use).

The applicant purchased the property in October of 2016. Previous owners used the property as a beauty salon, small neighborhood grocery/snack shop, and an antique store, though the building has been vacant for at least the last five years. With the exception of a few uses, such as a daycare home, a public education institution or bed and breakfast, current R3 zoning classification only allows a single-family residential use. Additionally, due to the narrow width of the lot, redeveloping or constructing significant additions to the property would create difficulties in meeting side setback requirements for residential and non-residential uses. Further, since the building was last used for commercial purposes, a change to a single family residence would trigger
a parking requirement of two spaces, which is not feasible with the current building location and lot width.

The proposed B1, Business District allows for a mix of commercial and residential uses meant to serve the immediate neighborhood. Per the B1 district requirements, non-residential uses have no minimum lot width or lot size requirements (residential uses are required to be 2,500 square feet in size per dwelling unit). Whereas in the R3 district the minimum lot width required is 35-feet and the minimum lot size required for non-residential uses is 7,200 square feet (3,500 square feet for each two-family unit and 5,000 square feet for single family units). As such, if rezoned, the 4,293-square foot lot would be compliant.

The proposed rezoning would also reduce the nonconforming status of the existing one-story building at 1829 Simpson Street which would become compliant with the lot area and west side yard setback requirements. Additionally, the property would then comply with parking since the first 2,000 sq. ft. of commercial uses are excluded when calculating parking. Since the last use at the property was commercial, a change to a residential use at the property would require either substantial alteration of the structure to provide parking within the building, or approval of a parking variation.

Special Use:
The applicant requests to operate a Type 2 Restaurant featuring Eastern European food such as chebureki (deep fried meat) pies, khachahapuri (baked cheese) pastries, and pierogi (dumplings) in addition to soups, salads, and kabobs. The restaurant will operate from 11am – 8:30pm seven days a week. The restaurant will utilize 2-4 employees per shift, and the applicant has committed to hiring locally. Since there is no on-site parking, employees that drive will either park on the street or in the Ecology Center parking lots off of McCormick Ave. Ample street parking is typically available in the
area, though street parking is occasionally full when special events take place at the Dar-us-Sunnah Mosque at Simpson St. and Brown Ave.

The applicant proposes seating for 13 customers within the building. Most of the indoor seating is situated near the proposed windows along the west façade to take advantage of the view of the park. Outdoor seating on a new rear patio for approximately 40 customers is also proposed, as well as a fire pit. The roofed porch at the rear of the building will feature a condiment bar and may include additional seating.

Commissary supplies will be purchased at Jetro Supply and delivered by the restaurant operator’s vehicle. Incidental deliveries of bulk items such as flour will occur every 5-6 weeks via a box truck. Food delivery to customers is not currently proposed, but may be added in the future.

The applicant proposes to use garbage cans will be located on the side of the building near the east property line in an enclosure, and will be wheeled through the building out to the curb for trash pickup. The ZBA recommended the garbage cans should not be placed at the curb for trash pickup, and instead the refuse hauler should access the cans in their regular location, wheel them to the truck to empty them, and then immediately wheel them back to their regular location.

There was also concern expressed by members of the public that the restaurant will expand over the property line into Twiggs Park. However, all aspects of the proposal including the fence and outdoor seating are proposed on the private property.

**Major Zoning Relief:**
The applicant proposes to demolish the rear 10’ x 16’ portion of the building that is in disrepair. An addition is proposed in the same approximate location. However, the addition is 20’ x 16’ to accommodate a kitchen prep area. A roof extends off of the addition to create a covered outdoor seating area with a condiment bar.

The portion of the structure to be demolished features a legally nonconforming east interior side yard setback since the structure is located at the property line. Since the property abuts a residential property, a 10’ east interior side yard setback is required for any new construction, including the kitchen prep area addition and extended roof. The applicant proposes a 4.3’ setback, which is an improvement from the current 0’ setback,
but does not meet the 10’ requirement. The applicant proposes a fence around the property. The DAPR Committee suggested the fence along the east side of the property should be solid to provide screening from the adjacent residential property but should be transparent along the west side to provide views of Twiggs Park.

The addition cannot be constructed in a compliant location to meet the 10’ setback requirement due to the 27’ lot width, existing interior layout, and location of exterior doors at the rear of the building. The requested zoning relief is the minimum change necessary to accommodate the proposed use and accommodate customer traffic through the building to the outdoor seating in the rear since there is no other way to access the rear from the property.

Comprehensive Plan
The 2000 Comprehensive General Plan designates this land as residential with commercial land located where the existing B1 Business district is east of the site along Simpson Street. Though the rezoning would not be consistent with the most current land use plan, it does meet the goal of recognizing benefits of mixing residential, commercial and institutional uses in neighborhoods as well as maintaining appealing character of neighborhoods while guiding their changes. The Evanston Comprehensive General Plan encourages the adaptive reuse of existing structures and vacant, blighted properties. The Comprehensive Plan also recognizes the importance of cohesive and mutually beneficial mixed-use areas that feature residences as well as neighborhood business such as the proposed Type 2 Restaurant. The Comprehensive Plan specifically includes:

Objective: Maintain the appealing character of Evanston’s neighborhoods while guiding their change.

Policy: Preserve neighborhood character while supporting redevelopment efforts that add to neighborhood desirability.


The proposed Type 2 Restaurant will occupy a currently vacant structure, improve the aesthetics of the property, and provide an appropriate use for the neighborhood.

Legislative History
August 30, 2017 – In a joint Plan Commission and ZBA public hearing, the Plan Commission unanimously recommended denial of the proposed map amendment and the ZBA recommended denial of the proposed special use and major zoning relief by a 1-5 vote for approval. If the proposal is approved, the ZBA recommends the following conditions:

1. Hours of operation shall not exceed 10:30am - 8:30pm.
2. No amplified music outside.
3. Fencing shall be installed as shown on the plans except that there shall not be a gate on the fence on the west side of the property leading to the park.
4. Employees shall park in a City parking lot.
5. Trash in the rear must be in a lockable enclosure.
6. Lighting shall be dimmed when the restaurant is not in operation, to the minimum level adequate for safety.
7. The restaurant must have an aggressive monthly rodent control plan.
8. Commercial garbage pickup is required at least two times per week and must be picked up by the refuse hauler directly from the trash enclosure and wheeled through the restaurant so that at no time are there garbage cans sitting out on the parkway.
9. Substantial compliance with the documents and testimony on record including Sustainability Plan.

August 16 & 23, 2017 – The Design and Project Review Committee found the proposed map amendment, special use, and major zoning relief to be an appropriate adaptive reuse of a long-time vacant commercial building. The Committee noted building materials and aesthetics would be reviewed in further detail as part of the building permit process. The Committee unanimously recommended approval with the following conditions:
   1. Trash enclosure/garbage management plan required.
   2. Hours of operation as presented by the applicant (10:30am – 8:30pm).
   3. Clarification regarding the length of the property (discrepancy on new survey vs. old survey – does not impact the proposal) prior to City Council approval.

Attachments
Proposed Ordinances 99-O-17 and 100-O-17
Plan Commission Findings for Map Amendment
ZBA Findings for Special Use Standards
ZBA Findings for Major Variation Standards
Additional Info from Applicant
Link to Joint Plan Commission/ZBA Packet for 08/30/2017
Draft Joint Plan Commission/ZBA Minutes for the 08/30/2017 Meeting
AN ORDINANCE

Amending the Zoning Map to Rezone 1829 Simpson Street
From the R3 Two-Family Residential District to the B1 Business District

WHEREAS, the City of Evanston is a home-rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the City has the authority to adopt ordinances and to promulgate rules and regulations that protect the public health, safety, and welfare of its residents; and

WHEREAS, Article VII, Section (6)a of the Illinois Constitution of 1970, which states that the “powers and functions of home rule units shall be construed liberally,” was written “with the intention that home rule units be given the broadest powers possible” (Scadron v. City of Des Plaines, 153 Ill.2d 164); 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 August 30, 2017, the Plan Commission held a public hearing, pursuant to proper notice, regarding case no. 17PLND-0037, to consider amendments to the Zoning Map, cited in Section 6-7-2 of the Zoning Ordinance, to place 1829 Simpson Street within the R3 Two-Family Residential District; and

WHEREAS, the Plan Commission received testimony and made findings pursuant to Subsection 6-3-4-6 of the Zoning Ordinance and recommended City Council denial thereof; and

WHEREAS, at its meeting of September 25, 2017, the Planning and Development Committee of the City Council considered and reviewed the findings and recommendation of denial of the Plan Commission in case no. 17PLND-0037 and recommended City Council approval thereof; and

WHEREAS, at its meetings of September 25, 2017 and October 9, 2017, the City Council considered and adopted the records and recommendations of the Planning and Development Committee; and

WHEREAS, it is well-settled law that the legislative judgment of the City Council must be considered presumptively valid (see Glenview State Bank v. Village of Deerfield, 213 Ill.App.3d 747) and is not subject to courtroom fact-finding (see National Paint & Coating Ass’n v. City of Chicago, 45 F.3d 1124),

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

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.
SECTION 2: The City Council hereby amends the Zoning Map to remove those properties with the addresses and PINs listed in Exhibit A and identified in Exhibit B, both attached hereto and incorporated herein by reference, from the R3 Two-Family Residential District and place them within the B1 Residential District.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

SECTION 6: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _____________, 2017

Adopted: _____________, 2017

Approved: _________________________, 2017

_______________________________

Stephen H. Hagerty, Mayor

Attest: _________________________

Approved as to form:

_______________________________

Devon Reid, City Clerk

W. Grant Farrar, Corporation Counsel
EXHIBIT A

Addresses and PINs of Properties Removed from the R3 Two-Family Residential District and Placed Within the B1 Business District

1829 Simpson Street  PIN 10-12-419-002-0000
EXHIBIT B

Map of Properties Removed from the R3 Two-Family Residential District and Placed Within the B1 Business District
This map is not a plat of survey. This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.

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470 of 594
100-O-17

AN ORDINANCE

Granting a Special Use Permit and a Major Variation for a Type 2 Restaurant Located at 1829 Simpson Street in the B1 Business District

WHEREAS, the Zoning Board of Appeals ("ZBA") met on August 30, 2017 pursuant to proper notice, to consider case no. 17ZMJV-0065, an application filed by Rita Kats (the "Applicant"), property owner of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 1829 Simpson Street (the "Subject Property") and located in the B1 Business Zoning District, for a Special Use Permit and a Major Variation to establish, pursuant to Subsection 6-9-2-3 of the Evanston City Code, 2012, as amended ("the Zoning Ordinance"), a Type 2 Restaurant on the Subject Property; and

WHEREAS, the Applicant requests the following Major Variation:

(A) The Applicant requests a four and three tenths feet (4.3 ft.) east interior side yard setback for a roofed patio and a one-story addition where ten feet (10 ft.) is required 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 and a Major Variation did not meet the standards for Special Uses in Sections 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 25, 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 approve the application in case no. 17ZMJV-0065; and

WHEREAS, at its meetings of September 25, 2017 and October 9, 2017, the City Council considered and adopted the respective records, findings, and recommendations of the 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 a Type 2 Restaurant and a Major Variation on the Subject Property as applied for in case no. 17ZMJV-0065.

SECTION 3: The Major Variation approved hereby is as follows:

(A) Approval to permit a four and three tenths feet (4.3 ft.) east interior side yard setback for a roofed patio and a one-story addition on the Subject Property. Subsection 6-9-2-7(E) requires a ten feet (10 ft.) east interior side yard setback on the Subject Property.

SECTION 4: Pursuant to Subsections 6-3-5-12 and 6-3-8-14 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, including but not limited to: the Sustainability Practices for Type 2 Restaurants submitted by the Applicant dated August 22, 2017.

B. **Hours of Operation**: The Applicant may operate the Type 2 Restaurant authorized by this ordinance only between the hours of 10:30 a.m. and 8:30 p.m. on any given day.

C. **Employee Parking**: Employees must park in a City-owned parking lot during the hours of operation.

D. **Fencing**: The Applicant agrees that all fencing must be installed as plans indicate submitted to the City of Evanston except that there must not be a gate on the fence on the west side of the Subject Property leading to the park.

E. **Noise**: The Applicant ensures that there will be no amplified music outside of the Subject Property.

F. **Trash**: The Applicant agrees that all trash must be in the rear of the Subject Property in a lockable enclosure.

G. **Lighting**: The Applicant agrees that all lights on the Subject Property shall dim after business hours to provide a minimum level of lighting necessary for safety through the Subject Property as well as minimal light pollution.

H. **Rodent Control Plan**: The Applicant agrees to create and implement an aggressive monthly rodent control plan for the Subject Property.

I. **Commercial Garbage Pick-Up**: The Applicant agrees that all commercial garbage must be picked up at least two (2) times per week. The Applicant must also ensure that the garbage company will pick up trash directly from the trash enclosure and wheel the trash through the restaurant so that at no time are there garbage cans sitting out on the parkway.

J. **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.

Introduced: _________________, 2017

Approved: ___________________, 2017

_______________________________

Stephen H. Hagerty, Mayor

Adopted: _________________, 2017

_______________________________, 2017

Attest: ________________________

Devon Reid, City Clerk

Approved as to form: 

______________________________

W. Grant Farrar, Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION

The West 27 feet of Lot 4 in Shipley’s Resubdivision of Lots 9-11 and the West 1/2 of vacated street West and adjoining said Lots in Block 9 in Paines’ Addition to Evanston in the Southwest 1/4 of the Southeast 1/4 of Section 12, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 10-12-419-002-0000

Commonly Known As: 1829 Simpson Street, Evanston, Illinois.
EXHIBIT B

GENERAL SITE PLAN
After conducting a public hearing on August 30, 2017, the Plan Commission makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for map amendments specified in Section 6-3-4-5 of the Zoning Ordinance:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
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<tbody>
<tr>
<td>(A) Whether the proposed amendment is consistent with the goals, objectives, and policies of the Comprehensive General Plan, as adopted and amended from time to time by the City Council.</td>
<td>Met X Not Met</td>
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<td>Vote 5-0</td>
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<td>(B) Whether the proposed amendment is compatible with the overall character of existing development in the immediate vicinity of the subject property.</td>
<td>Met X Not Met</td>
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<td>Vote 5-0</td>
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<td>(C) Whether the proposed amendment will have an adverse effect on the value of adjacent properties.</td>
<td>Met X Not Met</td>
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<td>Vote 5-0</td>
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<td>(D) The adequacy of public facilities and services.</td>
<td>Met X Not Met</td>
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<td>Vote 5-0</td>
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and, based upon these findings, and upon a vote

_____ in favor & _____ against

Recommends to the City Council

____ approval without conditions

_____ denial of the proposed rezoning

____ approval with conditions

Attending:

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<tr>
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<th>Name</th>
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<tbody>
<tr>
<td>X</td>
<td>Jim Ford</td>
<td>Aye</td>
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<td>X</td>
<td>Colby Lewis</td>
<td>Aye</td>
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<tr>
<td>X</td>
<td>Simon Belisle</td>
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<td>Patrick Brown</td>
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<td>Terri Dubin</td>
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<td>Carol Goddard</td>
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<td>Peter Isaac</td>
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<td>Andrew Pigozzi</td>
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<td>Jolene Saul</td>
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After conducting a public hearing on August 30, 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  Not Met</td>
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<td>Vote 6-0</td>
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<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  Not Met</td>
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<td>Vote 6-0</td>
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<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>Met  X Not Met</td>
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<td>Vote 1-5</td>
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<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td>Met  X Not Met</td>
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<td>Vote 1-5</td>
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<td>(E) It can be adequately served by public facilities and services</td>
<td>Met  X Not Met</td>
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<td>Vote 1-5</td>
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Case Number: 17ZMJV-0065
Address or Location: 1829 Simpson St.
Applicant: Rita Kats, property owner
Proposed Special Use: Type 2 Restaurant in the B1 Business District
(F) It does not cause undue traffic congestion;  

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(G) It preserves significant historical and architectural resources;  

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(H) It preserves significant natural and environmental features; and  

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(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.  

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and based upon these findings, and upon a vote  

1 in favor & 5 against

Recommends to the City Council  

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<tr>
<th>Approval</th>
<th>Denial</th>
<th>Conditions</th>
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1. Hours of operation shall not exceed 10:30am - 8:30pm  
2. No amplified music outside  
3. Fencing shall be installed as shown on the plans except that there shall not be a gate on the fence on the west side of the property leading to the park  
4. Employees shall park in a City parking lot  
5. Trash in the rear must be in a lockable enclosure  
6. Lighting shall be dimmed when the restaurant is not in operation, to the minimum level adequate for safety.  
7. The restaurant must have an aggressive monthly rodent control plan.  
8. Commercial garbage pickup is required at least two times per week and must be picked up by the garbage company directly from the trash enclosure and wheeled through the restaurant so that at no time are there garbage cans sitting out on the parkway  
9. Substantial compliance with the documents and testimony on record including Sustainability Plan  

Attending:  

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<th>Aye</th>
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Mary Beth Berns

Vote:  

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zoning@cityofevanston.org  
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<th>Myrna Arevalo</th>
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<th>Violetta Cullen</th>
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<th>Lisa Dziekan</th>
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<th>Mary McAuley</th>
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<th>Kiril Mirintchev</th>
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In the case of

**Case Number:** 17ZMJV-0065  
**Address or Location:** 1829 Simpson St.  
**Applicant:** Rita Kats, property owner  
**Proposed Zoning Relief:** 4.3’ east interior side yard setback where 10’ is required for a roofed patio and one-story addition

After conducting a public hearing on August 30, 2017, the Zoning Board of Appeals makes the following findings of fact, based upon the standards for major variances specified in Section 6-3-8-12 of the City Code:

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<th>Standard</th>
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<td>(A) The requested variation will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties;</td>
<td>_______Met _______X__Not Met</td>
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<td>(B) The requested variation is in keeping with the intent of the zoning ordinance;</td>
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<td>(C) The alleged hardship or practical difficulty is peculiar to the property;</td>
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<td>(D) The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out;</td>
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<td>(E) The purpose of the variation is not based exclusively upon a desire to extract additional income from the property; or there is a public benefit;</td>
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(F) The alleged difficulty or hardship has not been created by any person having an interest in the property;  

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(G) The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property;  

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and, based upon these findings, and upon a vote of

1 in favor & 5 against

recommends to the City Council

approval with conditions

denial

Attending:  

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1829 Simpson rezoning and restaurant application
1 message

breadnbowl2009 <breadnbowl@gmail.com>       Wed, Sep 6, 2017 at 9:58 PM
To: Melissa Klotz <MKlotz@cityofevanston.org>

Hi Melissa,

I was told 1829Simpson is going to City Council on September 25 @7:15 PM.

Here are couple moments related to the previous/current life of this property (and several other properties that I located nearby).

Owner of this property, past and present, had / has to mow the lawn and remove the trash... regardless of B1 or R3 zoning. And it can be done only by accessing neighboring property to the East or West.

There is no other way to access except by bringing lawnmower and containers by drones or using some magic. Likely since 1928 it is unless there was a rear alley at the time. Plus another structure was there until removed around 2005 and it required the same ways to access and likely more often.

Such access use of the neighboring lot is called "prescriptive easement" or "easement by prescription". I do not see any attempts of adverse possession by the subject lot owners, just the short term, but quite regular access through the neighboring property to provide some normal maintenance. And its been this way for nearly 100 years, surely before the park.

I do not know whether this easement is EXPRESS or just IMPLIED, but at the very least it is implied. I will look into legal descriptions and do title searches of neighboring properties to see if there was any EXPRESS access/egress easement related to this particular parcel. If you or others are aware of any express easement records here, please, let us know.

We still managed to develop well managed trash recycling, storage and removal plan while ALL other properties owners on North and South sides of Simpson leave their trash cans on the curb for long hours during collection days. Of course, we would prefer to continue using existing "route", because it is much better way to serve the property, but at the minimum we will need to maintain the rear part of the property via side access no matter what happens to this project.

Thank you and feel free to pass this info to whom it may concern.

What's important - property was the same in the same location with the same setbacks and the same express or implied easement before our group purchased it, and so were the grass, the trees, the maintenance, the garbage removal. Regardless of zoning use it is.

If City Council and all related departments can accept such easy concept and live with it in 2017 and beyond, then it will be win / win for everybody, assuming the majority of community still wants to see this development going forward.

Arkady Kats
312 388 8494
MEETING MINUTES
Joint Meeting of the PLAN COMMISSION
& ZONING BOARD OF APPEALS
Tuesday, August 30, 2017
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Plan Commission Members Present: Jim Ford, Peter Isaac, Terri Dubin, Colby Lewis, Simon Belisle

Plan Commission Members Absent: Jolene Saul, Andrew Pigozzi, Carol Goddard, Patrick Brown

ZBA Members Present: Myrna Arevalo, Kiril Mirintchev, Violetta Cullen, Mary Beth Berns, Mary McAuley, Lisa Dziekan

ZBA Members Absent: Scott Gingold

Staff Present: Meagan Jones, Melissa Klotz, Scott Mangum, Mario Treto

Presiding Member: Jim Ford

Declaration of Quorum
With a quorum of both the Plan Commission and Zoning Board of Appeals present, the meeting was called to order at 7:05 pm.

Election of Joint Meeting Chair
Ms. Berns motioned for Mr. Ford to serve as Chair of the joint meeting, which was seconded by Mr. Lewis and approved 10-0 with one abstention.

New Business
1829 Simpson Street 17PLND-0037 & 17ZMJV-0065
Rita Kats, property owner, requests a map amendment to rezone the property located at 1829 Simpson Street from the R3 Two-Family Residential District to the B1 Business District (Zoning Code Section 6-3-4, Title 6 of the City Code). The applicant also requests a special use permit for a Type 2 Restaurant in the B1 Business District (Zoning Code Section 6-9-2-3), and major zoning relief for a 4.3’ east interior side yard setback for a roofed patio and one-story addition where 10’ is required (Zoning Code Section 6-9-2-7-E). The Plan Commission and Zoning Board of Appeals make recommendations to City Council, the determining body for this case.
Ms. Jones presented an overview of the requested map amendment, special use, and major zoning relief.

Arkady Kats, applicant, explained the proposal:
- Purchased the property in October 2016
- Restaurant will serve as a gateway from the west side entrance to the City.
- Restaurant will have a nice view of park to the west
- Will serve Mediterranean and Eastern European food combined with a good atmosphere and pricing
- Attended the neighborhood meeting in June to hear concerns
- Back portion of building is in terrible condition so needs to be torn down and rebuilt. New addition will be at least 4.3’ from side property line (existing is at 0’) but extending further back.
- Mr. Kats is also a General Contractor with experience
- Clarified the portion to be torn down is an old 16’ x 10’ addition and will be replaced with a larger addition that is further away from the east property line.
- Addition is needed for kitchen prep area for the bakery
- Fence will surround property to mitigate noise generated from the outdoor patio space. It will be a solid fence on the east side and open fence on the west to provide a view of the park.
- Patio won’t be used for special events; it will be used by restaurant customers only.
- Restaurant will be owner operated
- Outdoor sports field is at least 30’ north of patio on City property and there is 20-30’ of landscaping on the restaurant property to buffer from that.
- Outdoor fireplace will make the outdoor space more inviting
- Garbage will be enclosed to discourage animals from getting at refuse.
- Roll-out garbage cans are acceptable by Groot. Garbage will be picked up once a week.

Ms. Berns suggested garbage should be picked up more than once a week since this is a commercial use.

Ms. McAuley suggested Groot should roll the garbage cans out so that the cans don’t sit out on the parkway in view often. Mr. Kats responded that other businesses in similar situations pay extra for the cans to be rolled out by Groot instead of leaving them out.

Ms. McAuley noted this project should be held to a high standard given its proximity to a large park. Building aesthetics were then discussed. Applicant will attempt to restore...
the original brick on the building, but it has been painted over many times so that may not be feasible. Original brick is light red.

Mr. Kats continued:
- Agree to follow the Sustainability Plan for recycling, etc.
- Old addition that will be demolished is 170 square feet and the new addition will be 320 square feet.
- Kitchen prep area will have large mixers and large tables, freezers, and rolling equipment to make the best use of the small space.
- Ovens and possibly a deep fryer will be along the east portion of the building near the ordering area and near the display refrigerators that will feature cakes, pastries, frozen dough and frozen fruit.
- Most commissary deliveries will be brought in by personal vehicle, but large amounts of flour will be delivered approximately every 6 weeks, on Simpson St. - one pallet delivery. There will not be a weekly box truck delivery like many restaurants have.
- Hours of operation are proposed from 11am - 8:30pm for customers.
- Up to 4 employees per shift
- Plenty of parking on the street so employees that drive will park on the street.
- Intend to hire local teenagers and teach them restaurant skills.
- Have experience running a restaurant - previously ran one for 3 years and then the lease ended.
- No sound system or music will be played outdoors.
- Fast-casual concept that will take 5-10 minutes per order.
- Hood vent will go through the roof 3-4' away from the east property line with a parapet surrounding it.

Ms. Arevalo suggested the vent not be so close to the residential property to the east to mitigate restaurant smells. Mr. Kats explained he can move it a few feet further west.

Ms. Berns asked for clarification about where the parapet will be raised and Mr. Kats explained it will be raised all the way around the building. Mr. Ford then asked for clarification on where the HVAC equipment would be located and Mr. Kats responded that it will be on the rooftop and be screened by the parapet.

Mr. Isaac asked if the applicant is open to installing a scrubber given the concern of the restaurant odor and close proximity to residential. The applicant answered he would look into it, and there may be other ways to address the issue depending on the hood type that is used.
Mr. Kats explained customers will only be able to enter the premises from the front door. Customers can take their food to go. There will even be an option to text your order in. Customers that eat in the rear patio will have outdoor garbage cans as well as indoor. Customer garbage is on the east side of the property.

Ms. Arevalo asked about the proposed fence, explaining an open fence on the west side of the property by the park may allow garbage from outdoor patrons may blow through the fence into the park. Ms. Berns explained the applicant is responsible for collecting all garbage within 250’ of the property per the Litter Collection Plan required of all Type 2 Restaurants.

Ms. Berns asked if it would be possible to construct a trash enclosure in the parkway, and Ms. Klotz explained the City does not want permanent structures in the parkway, but the garbage can issue could be addressed by either limiting the time garbage cans can be out in the parkway or by requiring the garbage pickup company to roll the cans through the building themselves if possible.

Ms. Dubin asked for clarification on the garbage cans and Mr. Kats clarified they will be small cans similar to residential garbage cans, not metal dumpsters. There is no alley access or other area to locate the garbage for pickup.

Chair Ford noted a continuance may be requested in writing, to a date certain. There were no requests for a continuance.

Public Comment:
Former City Clerk Rodney Greene - clarified a majority of the residents in the area of the restaurant are not in favor of the requested zoning change because it will increase traffic, and because there are many rodents in the area already even though there isn’t any restaurant waste currently. Bringing the garbage through the restaurant out to the parkway could contaminate customer food in process. The property is not a good fit for a restaurant. Many nearby residents were not contacted, including the residents immediately next door. Mr. Greene asked the procedure to request a continuance.

Chair Ford explained a continuance may be requested but those that testify tonight cannot testify again at the next meeting.

Mr. Greene continued to explain there is not ample parking for the restaurant, and street parking is often full.

Betty Ester explained she was previously told the property could not be used for affordable housing because the area was owned by MWRD. Previous request for
cabinet-making was denied due to the fumes that would be emitted. Ms. Esther asked what the correct property lines are since there is conflicting information, and will the restaurant use any part of the City or MWRD land for the restaurant or access to the patio area. Ms. Esther noted residents have not been aware of the proposal since October 2016 as stated by the applicant.

Ms. Klotz noted a survey approximately 100 years old shows the property at 152 feet long, but the current survey as well as the neighboring plat of survey show the property is 159 feet long. Either way, there is no part of the proposal that is affected by the 7’ discrepancy.

Carlis Sutton, 1821 Darrow Ave., spoke in opposition to the proposal. Building has never been a restaurant. It was a convenience store and beauty shop.

Priscilla Giles stated there was never a restaurant at the property, but there was a snackery that sold candy for a short time. Nothing was cooked on site. Housing similar to what is next door could be designed for the site. There used to be a driveway on the property where the park now is (which wasn’t there at the time) that lead to the house that used to be on the property. The rear patio invites trash and rodents to the area. A restaurant does not fit in the neighborhood.

Mr. Kats explained the property to the east is 80 feet wide and this property is 27 feet wide so it is not feasible to build something similar to what is next door.

Tina Foster, 2026 Dodge Ave., sees rats crossing Dodge regularly and is therefore very concerned about garbage and rodents at the restaurant. Ms. Foster also noted concern over the aesthetics of the building and whether it will improve the neighborhood or not, and the lack of parking. Ms. Foster prefers to park on the street rather than her driveway for safety reasons, and often cannot find one parking space.

Madelyn Ducre, 2039 Brown Ave., noted the area has lost a lot over the years. The applicant does not appear to know exactly what he wants to do at the property. The neighborhood needs to know all exact details. Ms. Ducre asked the following: If the applicant runs out of money will he request money from the City to complete the project? What happens if the restaurant does not work out, or if a liquor license is requested? What will be done with the patio in the winter?

Former Alderman Delores Holmes noted she will only speak about the rezoning, and stated as Alderman last October she was notified by City staff of a proposal to convert the building to a residence and add a second story. The building was not previously vacant - the previous owner illegally operated a business. Neighbors have said they are
not comfortable with the property being used as a restaurant. Neighbors who are renters feel their voices have not been heard and they do not have a say. With rezoning to B1, many other uses would be allowed such as a brewery. The zoning change is not appropriate for the neighborhood.

Former Mayor Lorraine Morton, 2102 Darrow, explained public housing is located next door. Ms. Morton spoke to one of the residents of that property who is not in favor of living next door to a restaurant. Ms. Morton used to own the property and sold it to Cook County years ago for housing. The 5th Ward has had a revival and has had many improvements, so a bad project could be detrimental to the neighborhood. Parking will be an issue. There are trees surrounding the property that may be harmed. There are small animals that will get into the garbage.

Daphne Watson, 1822 Simpson requests the rezoning be withdrawn. Ms. Watson was not aware the building was sold or anything was proposed until very recently. There is no street parking available. This business will not serve the community. What happens when the restaurant fails - what will come in next? The neighborhood does not need another place that draws in people from other neighborhoods, it needs something that serves and uplifts this neighborhood such as a library.

Elizabeth Brasher stated she is concerned that Mr. Kats has not adequately answered many of the questions raised. People will not want to eat in a restaurant that garbage cans have to be carried through, and no one wants to look at the garbage cans in front of the property. It appears Mr. Kats is not aware what the community wants, and was a market study done to determine what type of food the area would want. There is not ample parking currently so there definitely will not be ample parking with a restaurant there. The restaurant will not last.

Chair Ford closed the Public Comment, and explained both the Plan Commission and ZBA are recommending bodies so it is possible the Commission and Board make conflicting recommendations that move forward to the City Council.

The Plan Commission entered Deliberation:

Mr. Belisle stated he had difficulty seeing how the second standard for rezoning was met, given the more recent rezoning and that the proposed rezoning would break the continuity. Mr Isaac responded that the property has been rezoned from a commercial use, however, other properties have been recently rezoned after fairly recent broader rezoning. He agreed that the proposed rezoning would break the continuity of zoning in the area but that seems to speak more to the first standard for rezoning.
Chair Ford stated that the proposal looks like spot zoning and agreed that there may be an issue with the second standard.

Mr. Belisle stated that if the adjacent residents were property owners they would likely have concerns about the restaurant use affected their property values, affecting the third rezoning standard.

Mr. Lewis asked what could be built on the property given its zoning and current lot size and Ms. Klotz explained since the property is already existing, a single family home is permitted even though the minimum lot size is not met for the R3 District. The lot size and building setbacks are legally-nonconforming.

Mr. Isaac asked if there is any permitted use in the R3 that the property can be used for currently, and Ms. Klotz explained a single family residence is permitted but either parking would have to be added or a parking variation granted. For other R3 uses it would depend on the exact use and parking requirement, but yes some uses could locate there.

Mr. Belisle asked what the basis for denying the previous attempt to rezone the property was. Staff was unaware of precisely why the project was not approved outside of ultimately not meeting the standards for approval.

Mr. Isaac asked if the lack of public alley adjacent to the building affects the property’s ability to meet standard number four which speaks to adequacy of public facilities and services. He stated that he believes that without the access to have trash picked up from an alley and having additional trash generated from the restaurant that the fourth standard may not be met.

Chair Ford inquired about the driveway on the adjacent property and if the possibility of obtaining an easement to use that driveway had been pursued. Mr. Kats stated that he looked into that but that discussions did not get very far.

Mr. Belisle motioned to recommend approval of the map amendment. With no second, the motion died. Mr. Belisle motioned to recommend denial of the map amendment, which was seconded by Ms. Dubin. A roll call vote was taken and the motion was approved 5-0 to recommend denial to City Council.

Ayes: Belisle, Dubin, Ford, Isaac, Lewis
Nays: none.

ZBA Deliberation:
Ms. Berns asked staff if the public notice is deficient with regard to the raised roof that is not shown in the plans and therefore was not stated as a variation in the public notice. Ms. Klotz responded staff is looking into the situation in conjunction with Law, so for the time being the meeting should continue to move forward with the case.

Ms. McAuley noted there has been a lot of positive work along Simpson St. and plans are to re-activate Simpson St. as a commercial corridor. However, this proposal does not meet the Standards of upholding excellence in the community for a park-side establishment. The proposal does not take into account the requests of the neighborhood given the proximity to the neighborhood and details are not finalized.

Ms. Cullen agreed, noting the parkway is not adequate for commercial garbage pickup. Without an alley, a restaurant is not appropriate at the property.

Ms. Dziekan stated there are too many unanswered details and inconsistencies.

Mr. Mirintchev agreed that not all details are set yet and noted the property is an extremely challenging lot. The property is not conducive for a residential use, but the proposal as presented is not adequate.

Ms. Arevalo agreed the proposal is not fully thought out since there were many questions that were answered with “I don’t know” and “we’ll see”. The property is appropriate for a restaurant but only if it is integrated into the community and the park for the proper cohesion. That has not been planned or displayed to the community.

Ms. Berns stated she believes the proposal is appropriate. She understands that some questions may not have specific answers at this point and that sometimes it is appropriate to wait and see. It appears that a lack of sophistication in presentation hurt the entire proposal. This proposal is extremely similar to the last request for a Type 2 Restaurant the ZBA reviewed for 2628 Gross Point Rd., where questions were raised and the applicant responded that they would do what is best for the community. That project was recommended for approval.

Standards for Major Variation:
1. No; Yes - Berns
2. Yes
3. Yes
4. Yes
5. Yes
6. No; Yes - Berns
7. Yes
Ms. McAuley motioned to recommend approval and was seconded by Ms. Dziekan. With a vote of 1-5 for approval, the requested variation is recommended for denial.

Standards for Special Use
1. Yes
2. Yes
3. No; Yes - Berns
4. No; Yes - Berns
5. No; Yes - Berns
6. No; Yes - Berns
7. NA
8. NA
9. Yes

Ms. McAuley motioned to recommend approval of the special use with conditions, which was seconded by Ms. Dziekan. With a vote of 1-5 for approval, the special use was recommended for denial.

Conditions:
1. Hours of operation shall not exceed 10:30am - 8:30pm
2. No amplified music outside
3. Fencing shall be installed as shown on the plans except that there shall not be a gate on the fence on the west side of the property leading to the park
4. Employees shall park in a City parking lot
5. Trash in the rear must be in a lockable enclosure
6. Lighting shall be dimmed when the restaurant is not in operation, to the minimum level adequate for safety.
7. The restaurant must have an aggressive monthly rodent control plan.
8. Commercial garbage pickup is required at least two times per week and must be picked up by the garbage company directly from the trash enclosure and wheeled through the restaurant so that at no time are there garbage cans sitting out on the parkway
9. Substantial compliance with the documents and testimony on record including Sustainability Plan

The meeting adjourned at 10:05pm.
For City Council meeting of September 25, 2017

Item P4
Ordinance 97-O-17 Application for a Special Use for a Type 2 Restaurant, Café Coralie, at 633 Howard St.
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 97-O-17, Granting a Special Use for a Type 2 Restaurant, Café Coralie, at 633 Howard St.

Date: September 14, 2017

Recommended Action
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 97-O-17 granting special use approval for a Type 2 Restaurant, Café Coralie, at 633 Howard St. in the B3 District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Rainey recommends suspension of the rules for Introduction and Action at the September 25, 2017 City Council meeting.

Livability Benefits
Economy & Jobs: Expand job opportunities
Climate & Energy: Reduce material waste

Summary
The applicant currently owns and operates Patisserie Coralie, a Type 2 Restaurant, located at 600 Davis St, which opened in 2014. The applicant proposes to expand and open a second location, Café Coralie, on Howard St in the former Police Outpost building. Café Coralie will operate similarly to the first restaurant location, and will offer hours from 7am – 7pm seven days a week focusing on breakfast and lunch in a 2,500 square foot space. The restaurant will feature coffee, bakery items, and light café food in an intimate gathering space. Indoor seating for 26 customers is shown on the site plan. However, the applicant believes there is ample space for indoor seating of up to 40 customers. Eat-in customers will use reusable dishware.

The property features three parking spaces in the rear, which will be used for employee parking and deliveries. Outgoing deliveries will be made by a hybrid vehicle. Many customers will walk to the location or take public transportation. Customers that drive will utilize street parking, which is ample in the area.
The applicant intends to make cosmetic improvements to the building façade and may add wood panels to the exterior. The property is leased by the applicant from the City. The applicant has been approved by the City for a $50,000 non-forgivable interest-bearing loan for tenant buildout as well as a $50,000 tenant improvement allowance. The applicant agrees to follow the City’s Litter Collection and Litter Pick-up Plans as well as other sustainable practices such as consumable tap water and a hybrid vehicle for deliveries. An active store-front with daytime hours will increase pedestrian activity in the area and promote eyes on the street to encourage a safe and vibrant commercial corridor. 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 and encourage a vibrant, pedestrian friendly commercial corridor.

**Legislative History**

September 5: The ZBA unanimously recommended approval of the special use for a Type 2 Restaurant, Café Coralie, with the following conditions:

1. Hours of operation shall not exceed 6am – midnight.
2. Employees shall not utilize street parking.
3. Deliveries must occur via the rear.
4. Substantial compliance with the documents and testimony on record including Sustainability Plan.
Attachments
Proposed Ordinance 97-O-17
September 5, 2017 ZBA Draft Meeting Minutes Excerpt
ZBA Findings
September 5, 2017 ZBA Packet
https://www.cityofevanston.org/home/showdocument?id=26043
AN ORDINANCE

Granting a Special Use Permit for a Type 2 Restaurant Located at 633 Howard Street in the B3 Business District ("Café Coralie")

WHEREAS, the Zoning Board of Appeals ("ZBA") met on September 5, 2017, pursuant to proper notice, to consider case no. 17ZMJV-0074, an application filed by Pascal Berthoumieux (the "Applicant"), lessee of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 633 Howard Street (the "Subject Property") and located in the B3 Zoning District, for a Special Use Permit to establish, pursuant to Subsection 6-9-4-3 of the Evanston City Code, 2012, as amended ("the Zoning Ordinance"), a Type 2 Restaurant, "Café Coralie," 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 25, 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-0074; and

WHEREAS, at its meeting of September 25, 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-0074.

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 August 4, 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 park on Howard Street or non-metered residential streets surrounding the Subject Property during the hours of operation.

D. Deliveries: All deliveries shall occur via the rear of the Subject Property.

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: _____________________, 2017

Stephen H. Hagerty, Mayor

Attest: _________________________

Devon Reid, City Clerk

Approved as to form:

_______________________________

W. Grant Farrar, Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION

Lot 5 (except the East .62 feet thereof) in Block 1 in Niles Howard Terminal Addition, a Subdivision of the South 6.25 Chains (412.50 feet) of that part of the Northeast 1/4 of Section 30, Township 41 North, Range 14, lying West of the right-of-way of the Chicago and North Western Railroad, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 11-30-209-023-0000

Commonly Known As: 633 Howard Street, Evanston, Illinois.
ZONING BOARD OF APPEALS
Tuesday, September 5, 2017
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Myrna Arevalo, Kiril Mirintchev, Violetta Cullen, Scott Gingold, Mary Beth Berns

Members Absent: Lisa Dziekan, Mary McAuley

Staff Present: Melissa Klotz

Presiding Member: Mary Beth Berns

**Declaration of Quorum**
With a quorum present, Chair Berns called the meeting to order at 7:00 pm.

**Approval of Minutes**
The minutes from the August 15, 2017 Zoning Board of Appeals meeting were motioned for approval by Ms. Cullen and seconded by Ms. Arevalo. The minutes were approved 3-0 with two abstentions.

**Old Business**

**New Business**

633 Howard Street        ZBA 17ZMJV-0074
Pascal Berthoumieux, potential lessee, applies for a special use permit for a Type 2 Restaurant, Café Coralie, in the B3 Business District (Zoning Code Section 6-9-4-3). 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.

Pascal Berthoumieux explained the proposal:
- Similar to existing Type 2 Restaurant, Patisserie Coralie at 600 Davis St.
- Hours of operation will be 7am - 7pm 7 days a week.
- There will be seating for approximately 50 customers within the space.
- Will be a comfortable place for the neighborhood where people come and converse and spend time. Seating will include couches.
- Will also provide some wholesale from the location.
- Menu includes breakfast bakery items, savory items, and premium pastries.
• Maximum 10-15 employees per shift at one time.
• No wait staff – customers order at a counter and take their food to their seats.
• Will hire locally and anticipate most employees will not drive to work.
• Okay with condition that employees should not park on Howard Street, but feel there is more than enough daytime parking there so don’t see the need for that condition.
• Have 3 parking spaces behind the building for employee parking and deliveries.
• Kitchen is larger to accommodate the wholesaling.
• One truck will take deliveries out of location early in the morning to supply to the Davis St. location and to one other wholesale account, and expect more wholesale accounts in the future.
• Incoming deliveries will occur 2-3 times per week during regular business hours - typically between 8-11am and via the rear. Deliveries will not come through the front.
• May apply for a Sidewalk Cafe permit in the future for 3 tables.
• Cosmetic facade changes will be made - light creme color wood paneling; no awnings.
• Will comply with Sustainability requirements and will purchase a hybrid car for deliveries.
• Garbage pickup (and recycling) will be as needed - unsure of how often at this point.

Matt Rodgers, 133 Clyde Ave., stated he supports project because the neighborhood needs something to do during the day. Existing establishments have more evening hours. Parking on Howard is wide open so residents prefer the employees park on Howard rather than on neighborhood streets.

Deliberations:
Ms. Cullen stated the proposed restaurant is similar to the one the applicant operates downtown and will be great for Howard St. All other ZBA Members agreed.

Chair Berns stated it will be great to get more daytime traffic to Howard Street.

The Standards were addressed:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes
8. Yes
9. Yes
Ms. Cullen motioned to recommend approval with conditions, which was seconded by Mr. Gingold and unanimously recommended for approval.

Conditions:
1. Hours of operation shall not exceed 6am – midnight.
2. Employees shall not utilize street parking.
3. Deliveries must occur via the rear.
4. Substantial compliance with the documents and testimony on record including Sustainability Plan.
In the case of

Case Number: 17ZMJV-0074
Address or Location: 633 Howard St.
Applicant: Pascal Berthoumieux, potential lessee
Proposed Special Use: Type 2 Restaurant, Café Coralie, in the B3 Business District

After conducting a public hearing on September 5, 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>______ Met ______ Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 5-0</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>______ Met ______ Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 5-0</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>______ Met ______ Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 5-0</td>
</tr>
<tr>
<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td>______ Met ______ Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 5-0</td>
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</tbody>
</table>
(E) It can be adequately served by public facilities and services

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote</th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>5-0</td>
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</table>

(F) It does not cause undue traffic congestion;

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote</th>
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<tr>
<td>X</td>
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<td>5-0</td>
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(G) It preserves significant historical and architectural resources;

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
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<td>5-0</td>
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</table>

(H) It preserves significant natural and environmental features; and

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote</th>
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</thead>
<tbody>
<tr>
<td>X</td>
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<td>5-0</td>
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(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.

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<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote</th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>5-0</td>
</tr>
</tbody>
</table>

and, based upon these findings, and upon a vote

5 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
2. Employees shall not utilize street parking
3. Deliveries must occur via the rear.
4. Substantial compliance with the documents and testimony on record including Sustainability Plan.

### Attending:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Beth Berns</td>
<td>X</td>
</tr>
<tr>
<td>Myrna Arevalo</td>
<td>X</td>
</tr>
<tr>
<td>Scott Gingold</td>
<td>X</td>
</tr>
<tr>
<td>Violetta Cullen</td>
<td>X</td>
</tr>
<tr>
<td>Lisa Dziekan</td>
<td></td>
</tr>
<tr>
<td>Mary McAuley</td>
<td></td>
</tr>
<tr>
<td>Kiril Mirintchev</td>
<td>X</td>
</tr>
</tbody>
</table>
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
      Meagan Jones, Neighborhood and Land Use Planner

Subject: Ordinance 93-O-17
         Amendments to DAPR Ordinance

Date: August 29, 2017

Recommended Action:
Staff recommends adoption of Ordinance 93-O-17, amending the Design and Project Review (DAPR) portion of the City Code related to voting and advisory members and the appeals process.

Livability Benefits:
Equity and Empowerment: Provide for Meaningful Community Engagement

Summary:
In November of 2014, the City Council adopted various changes to the Site Plan and Appearance Review (SPAARC) requirements of the City Code (Title 4, Chapter 14) including renaming the process to Design and Project Review. DAPR review for any exterior changes or proposed new buildings (excluding single-family and two-family residences) remained a requirement, but the Ordinance was updated to more accurately reflect the importance of design and aesthetics review during the approval process. Some of the other changes included composition of the DAPR Committee into voting and advisory members and staff comment forms implemented to ensure projects meet all City requirements. In 2015, minor clean up revisions were made to the DAPR Ordinance to accurately reference Design and Project Review throughout the City Code in place of Site Plan and Appearance Review (Ordinance 66-O-15). Additionally, clarification was made regarding projects requiring DAPR review and voting members of the Committee. Also, in 2016 Ordinance 107-O-16 gave DAPR the authority to consider sign appeals.

Proposal
Since the above referenced City Code updates occurred, the City undertook restructuring of various departments and staff has identified several sections of the DAPR Ordinance which do not reflect these changes and staff needed for review of
certain projects. Additionally, staff identified a section within the Ordinance which provided an unclear appeals process and needed to be revised.

The proposed Ordinance clarifies the process for appeals of a DAPR Committee decision and revises the voting and advisory members to both reflect the recent restructuring and staff needed for review of various projects. Specifically, the following updates will be made:

4-14-1-1. – Design and Project Review Committee.

(A) Membership. The membership of the Design and Project Review Committee is composed of two (2) groups: (1) voting members; and (2) advisory members. Voting members shall be the only class of members entitled to vote on any matter put before the Design and Project Review Committee. Advisory members shall provide the Design and Project Review Committee with insight related to their area of expertise as the Committee as a whole discusses each matter. In the case of City Staff, the named member may designate a department member to attend in his/her stead. The following are the list of members:

Voting members:
1. Representative from City Manager's Office/Economic Development Division;
2. Director of Community Development;
3. Director of Public Works Agency or Representative;
4. Director of Parks, Recreation and Community Services;
5. City Engineer;
6. Representative from the Fire Department;
7. Representative from the Police Department;
8. Planning and Zoning Administrator;
9. Zoning Planner or Development Planner Zoning Office;
10. Manager of Building and Inspection Services;
11. Assistant Director of Public Works/Forestry;
12. Neighborhood and Land Use Planner;
13. Representative from the Public Works Agency, Division of Distribution\Sewer Utilities Department;
14. Civil Engineer/Stormwater Management
15. Transportation & Mobility Coordinator
16. Sustainability Coordinator
15. Historic Preservation Coordinator (limited to the following circumstances: (1) when projects affect existing or proposed historic landmarks; (2) where properties at issue are located within historic landmark districts; or (3) when projects are located within two hundred fifty (250) feet east of the east right-of-way line of Sheridan Road abutting Northwestern University).

Advisory members:
1. Traffic Engineer;
2. Cultural Arts Coordinator;
3. Sustainable Programs Coordinator;
4. Historic Preservation Coordinator (when not designated a voting member in the aforementioned circumstances);
5. Commercial Plan Reviewer;
6. Representative from Administrative Services/Parking Services Manager;
7. Housing and Grants Administrator;
8. Director of Parks, Recreation and Community Services;
9. Representative from the Police Department;
10. Assistant Director of Public Works/Forestry
11. Representative from the Health Department; and
12. An architect or urban designer who is employed in Evanston or is a resident of Evanston and appointed by the Mayor with the advice and consent of the City Council. Said mayoral appointment shall be for a term of no longer than two (2) years.

(D) Quorum. A quorum shall consist of the Director of Community Development or his/her designee, one (1) other representative from the Department of Community Development, a representative from the Department of Public Works Agency, and two (2) additional voting members as listed under Section 14-4-1-1(A) and shall be required in order to conduct any official Committee business.

4-14-9. - Appeals.

(A) Except for appeals related to sign variation decisions, sign administrator appeal decisions, and Unified Business Center decisions, any final design and project review decision may be appealed to the Planning and Development Committee Design and Project Review Committee for additional consideration, modification, reversal or affirmation by the Committee upon appeal by the applicant. Such appeal shall be filed with the Committee within fifteen (15) business days of the decision by the Design and Project Review Committee by the Director of Community Development, or his/her designee, and the Planning and Development Committee shall consider and decide said appeal within thirty (30) fifteen (15) business days thereafter.

All other elements of the Design and Project Review Committee would remain unchanged.

Attachments:
Ordinance 93-O-17
AN ORDINANCE
Amending Various Sections of Title 4, Chapter 14, “Design and Project Review (DAPR)”

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

SECTION 1: City Code Section 4-14-1(A), “Membership,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(A) Membership. The membership of the Design and Project Review Committee is composed of two (2) groups: (1) voting members; and (2) advisory members. Voting members shall be the only class of members entitled to vote on any matter put before the Design and Project Review Committee. Advisory members shall provide the Design and Project Review Committee with insight related to their area of expertise as the Committee as a whole discusses each matter. In the case of City Staff, the named member may designate a department member to attend in his/her stead. The following are the list of members:

Voting members:

1. Representative from City Manager’s Office/Economic Development Division;
2. Director of Community Development;
3. Director of Public Works Agency or Representative;
4. Director of Parks, Recreation and Community Services;
5. City Engineer;
6.5. Representative from the Fire Department;
7.6. Representative from the Police Department;
8. Planning and Zoning Administrator;
9.7. Zoning Planner or Development Planner Zoning Office;
10. Manager of Building and Inspection Services;
11. Assistant Director of Public Works/Forestry;
12.9. Neighborhood and Land Use Planner;
13.10. Representative from the Public Works Agency, Division of Distribution\Sewer Utilities Department;
14. Civil Engineer/Stormwater Management
15. Transportation & Mobility Coordinator
13. Sustainability Coordinator
14. Historic Preservation Coordinator (limited to the following circumstances: (1) when projects affect existing or proposed historic landmarks; (2) where properties at issue are located within historic landmark districts; or (3) when projects are located within two hundred fifty (250) feet east of the east right-of-way line of Sheridan Road abutting Northwestern University).

Advisory members:

1. Traffic Engineer;
2. Cultural Arts Coordinator;
3. Sustainable Programs Coordinator;
4. Historic Preservation Coordinator (when not designated a voting member in the aforementioned circumstances);
5. Commercial Plan Reviewer;
6. Representative from Administrative Services/Parking Services Manager;
7. Housing and Grants Administrator;
8. Director of Parks, Recreation and Community Services;
9. Representative from the Police Department;
10. Assistant Director of Public Works/Forestry
11. Representative from the Health Department; and
12. An architect or urban designer who is employed in Evanston or is a resident of Evanston and appointed by the Mayor with the advice and consent of the City Council. Said mayoral appointment shall be for a term of no longer than two (2) years.

SECTION 2: Section 4-14-1(D), “Quorum,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(D) Quorum. A quorum shall consist of the Director of Community Development or his/her designee, one (1) other representative from the Department of Community Development, a representative from the Department of Public Works Agency, and two (2) additional voting members as listed under Section 14-4-1-1(A) and shall be required in order to conduct any official Committee business.

SECTION 3: Section 4-14-9, “Appeals,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

4-14-9. - APPEALS.

Except for appeals related to sign variation decisions, and Unified Business Center decisions, any final Design and Project Review decision may be appealed to the Planning and Development Design and Project Review Committee for additional consideration, modification, reversal or affirmation by the Committee of the Whole upon
appeal by the applicant. Such appeal shall be filed with the Committee within fifteen (15) business days of the decision by the Director of Community Development, or his/her designee, and the Committee shall consider and decide said appeal within thirty (30) fifteen (15) business days thereafter.

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 Statues 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 shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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.

Introduced: ______________, 2017
Adopted: ________________ , 2017

Approved: ____________________________, 2017

____________________________________
Stephen H. Hagerty, Mayor

Attest:

Devon Reid, City Clerk

Approved as to form:

W. Grant Farrar, Corporation Counsel

~3~

512 of 594
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</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>In TOD Areas</td>
<td>Outside TOD Areas (no change)</td>
</tr>
<tr>
<td>Single-family Dwelling</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>
</tr>
<tr>
<td>Studio-1BD</td>
<td>1.25</td>
<td>.55</td>
</tr>
<tr>
<td>2BD</td>
<td>1.5</td>
<td>1.10</td>
</tr>
<tr>
<td>3BD</td>
<td>2</td>
<td>1.65</td>
</tr>
</tbody>
</table>

This Ordinance was introduced at the September 11, 2017 City Council meeting.
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>
<td>Single-family attached and two-family dwellings</td>
<td>1.5</td>
<td>1.5</td>
<td>1.5</td>
</tr>
<tr>
<td>Multiple-family dwellings</td>
<td>Studio-1BD</td>
<td>.55</td>
<td>1.25</td>
</tr>
<tr>
<td></td>
<td>2BD</td>
<td>1.10</td>
<td>1.5</td>
</tr>
<tr>
<td></td>
<td>3BD</td>
<td>2</td>
<td>1.65</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
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>

518 of 594
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.
Introduced: ________________, 2017

Adopted: ________________, 2017

Approved: _____________________________, 2017

____________________________________
Stephen H. Hagerty, Mayor

Attest:

______________________________
Devon Reid, City Clerk

Approved as to form:

____________________________________
W. Grant Farrar, Corporation Counsel
Transit-Oriented Parking Regulation Updates

City of Evanston, IL

Recommendations Report
July 2017
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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.

1 Center for Neighborhood Technology, Housing + Transportation Affordability Index, 2016. [http://htaindex.cnt.org/map/](http://htaindex.cnt.org/map/).
• **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 ½-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 2000⁶, which can be seen in **Figure 1**.

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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%.

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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)

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- 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.
Occupancy 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</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>
<thead>
<tr>
<th>Development</th>
<th>Location</th>
<th>Closest Station</th>
<th>Transit 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>Peak Parking Demand (spaces per du)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Optima Towers</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>2.00</td>
<td>1.37</td>
<td>0.9</td>
</tr>
<tr>
<td>Optima Views</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>1.92</td>
<td>1.16</td>
<td>0.9</td>
</tr>
<tr>
<td>Optima Horizons</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>1.77</td>
<td>1.49</td>
<td>1.05</td>
</tr>
<tr>
<td>The Reserve</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>1.48</td>
<td>1.13</td>
<td>0.91</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>529 of 594</strong></td>
<td></td>
<td></td>
<td></td>
<td></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 Ave</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>0.68</td>
<td>0.49</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>0.80</td>
<td>0.54</td>
<td>1.44</td>
</tr>
<tr>
<td>Central Station</td>
<td>1720 Central St</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>0.94</td>
<td>0.62</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>0.67</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>0.61</td>
<td>1.16</td>
</tr>
<tr>
<td>Optima Horizons</td>
<td>800 Elgin Rd</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>0.60</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>0.89</td>
<td>0.60</td>
<td>1.13</td>
</tr>
<tr>
<td>1640 Maple</td>
<td>1640 Maple Ave</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>0.67</td>
<td>1.41</td>
</tr>
<tr>
<td>1572 Maple</td>
<td>1572 Maple Ave</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>0.60</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>0.74</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>0.72</td>
<td>0.43</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>0.34</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>0.80</td>
<td>0.47</td>
<td>0.80</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>0.75</td>
<td>1.12</td>
</tr>
<tr>
<td>1620 Central*</td>
<td>1620 Central St</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>0.59</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>0.76</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>

1Source: 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>-</td>
<td>-</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>
<thead>
<tr>
<th>Multi-family attached units</th>
</tr>
</thead>
<tbody>
<tr>
<td># of bedrooms</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>Studio/1 BR</td>
</tr>
<tr>
<td>2 BR</td>
</tr>
<tr>
<td>3 BR</td>
</tr>
</tbody>
</table>

Table 5
Existing and proposed parking requirements for Multi-Family Units in TOD zone, per bedroom
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.
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.

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**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.

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**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 6: North Evanston - TOD Area
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 .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.**
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
For City Council meeting of September 25, 2017

Item PD 1
Direction regarding proposed use of property at 1233-1235 Hartrey Ave by ETHS
For Discussion

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: 1233-1235 Hartrey Avenue – Proposed ETHS Alternative School

Date: September 13, 2017

Recommended Action
Staff requests direction from the Planning and Development Committee, which could come in the form of a referral to the Plan Commission if a Map or Text Amendment is recommended or a recommendation for no further action.

Livability Benefits
Education, Arts & Community: Provide quality education from cradle to career

Summary
At the September 11, 2017 City Council meeting, Alderman Braithwaite referred discussion of zoning for a potential alternative school operated by Evanston Township High School (ETHS) at a property within an Industrial Zoning District to the Planning and Development Committee for consideration.

ETHS submitted applications for a Zoning Analysis for a determination of use and Special Use Permit to operate an alternative school for students with behavioral and emotional needs at 1233-1235 Hartrey Avenue. The property is located in the I2 General Industrial District. After reviewing the description of use submitted and Zoning Ordinance definitions (6-18-3) for "business or vocational school" and "educational institution - public", the Zoning Administrator determined that the proposed use falls under the "educational institution - public" use category and is not a "business or vocational school". Therefore, the associated Special Use Permit application submitted for a "business or vocational school" was rejected.

Pursuant to City Code Section 6-18-3, a business or vocational school is defined as: “[a] privately-owned or publicly-owned post-secondary school, other than a community college or four-year ‘college/university institution,’ providing occupational or job skills in a

549 of 594
variety of technical subjects and trades for specific occupations.” The proposed establishment falls within the definition of “educational institution – public.” An education institution – public is defined as “[a] publicly owned preschool, elementary school, middle school, or high school, or a facility owned by a public school district containing classrooms, and libraries, offices or similar support facilities for one (1) or more of the following district purposes: educational services and related programs for faculty and staff and for students, preschool age children and their families; district administrative staff offices. A zoning lot developed as an educational institution must be principally used for classrooms for preschool, elementary school, middle school, or high school students.” An “educational institution – public” is not a permitted or special use in the I2 zoning district.

However, an “educational institution – public” is a Permitted Use in the R1, R2, R3, R4, R5, R6, B1, B2, B3, C1, C1a, C2, MU, MUE, MXE, T1, T2, U1, U1a, U3, and OS Zoning Districts. An “educational institution – public” is a Special use in the D1, D2, D3, and D4 Zoning Districts and the use is not a permitted use in only the I1, I2, I3, RP, O1, and U2 Zoning Districts. Therefore, the applicant could locate the proposed use within one of the Zoning Districts where the use is permitted by right or where a Special Use Permit could be requested.

If the City Council seeks to consider allowing the proposed land use at the proposed location, options include either a Text Amendment to the Zoning Ordinance to change the list of either permitted or special uses within all I2 Districts, citywide, or a Map Amendment to reclassify the property from the I2 General Industrial District to one of the aforementioned zoning districts that allows for “educational institutions – public” as a permitted or special use.

Finally, the applicant has the ability to appeal the determination of use (“educational institution – public” instead of “business or vocational school”) to the Zoning Board of Appeals.

Attachments
Application materials from ETHS
Zoning Analysis, including Zoning Administrator’s Determination of Use
Law Department Memorandum
I am applying for a zoning review of a:

- Construction project of less than 10,000 sq. ft.
- Construction project of 10,000 sq. ft. or more
- Determination of Use
- Other

**PROPERTY**

Address: 1233 and 1235 Hartrey Avenue

- Mixed-use
- Non-Residential
- Residential

# of Units

For projects required to comply with Inclusionary Housing Ordinance:
- In TOD Area
- Outside of TOD Area

(for more information visit: http://www.cityofevanston.org/IHO)

Proposed Project:

The proposed renovations to 1233 and 1235 Hartrey would be for an alternative school for students with behavioral and emotional needs, which do not allow them to be part of the greater student population at the main ETHS campus. These students receive specialized, therapeutic and supported educational needs that include technical, tech, and vocation skills to help them to be job ready after the program is complete.

**APPLICANT**

Name: Mary Rodino

Organization: Evanston Township High School

Address: 1600 Dodge Avenue

Phone: 847-424-7104

E-mail: rodinom@eths.k12.il.us

**PROPERTY OWNER** (if different than applicant)

Name: Dempster Limited Partnership

Address: 1235 Hartrey Avenue

Phone: 847-570-3551

E-mail: r.beidler@larkmanagement.com

What is the relationship of the applicant to the property owner?
- same
- builder/contractor
- architect
- real estate agent
- attorney
- lessee
- other:

Date Received: ZONING OFFICE USE ONLY

Ward:

Zoning District:

Preservation:

Case Number:
REQUIRED DOCUMENTS AND MATERIALS

Please submit the following:

☐ (This) Completed Application Form
☐ Completed Inclusionary Housing Plan Proposal Form
   If the project includes five (5) or more new residential units in TOD Areas or ten (10) or more residential units outside of TOD Areas. This includes new for sale, or rental developments, and condominium conversions.
☐ Two (2) Copies of Plat of Survey
   Date of Survey: 3/22/1971
   Plat of survey must be completed by a licensed surveyor and must be current so that it displays every structure, patio, deck, walkway, etc. that is currently on the property. Copies must be legible for all dimensions and details.
☐ Two (2) Sets of Building Plans
   Date of Drawings: 8/8/2017
   Building plans must be drawn to scale and must include interior floor plans and exterior elevations. For simple projects such as flat-work patios, plans may be hand drawn to scale directly onto the Plat of Survey.
☐ Determination of Use Description
   If you are applying for a Determination of Use, skip to the end of the application, sign and date, include a simple site plan of the proposed use (interior floor layout, seating, parking, etc.) and a one page letter that describes all aspects of the use (employees, hours of operation, loading/unloading, deliveries, parking, noise, etc.).
☐ Application Fee
   Amount $100
   Application Fees may be paid by cash, check, or credit card.

Zoning Analysis Applications take up to 10 business days for initial review. Alterations or modifications that require re-review may take longer. Feel free to contact the Zoning Office directly at 847.448.8230 with any questions. Complete applications may be submitted in person or by mail to:

City of Evanston
Zoning Division, Room 3202
2100 Ridge Avenue
Evanston, IL 60201

PROPERTY INFORMATION

<table>
<thead>
<tr>
<th></th>
<th>EXISTING</th>
<th>PROPOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Area</td>
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<tr>
<td>Lot Width (frontage)</td>
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<tr>
<td>Dwelling Units / Rooming Units</td>
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<tr>
<td>Open Parking Spaces</td>
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</tr>
<tr>
<td>Enclosed Parking Spaces</td>
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<tr>
<td>Off-site Parking Spaces</td>
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<tr>
<td>Loading Berths - Short</td>
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<tr>
<td>Loading Berths - Long</td>
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<tr>
<td>Employees</td>
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### BUILDING SETBACKS

<table>
<thead>
<tr>
<th></th>
<th>EXISTING</th>
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<tbody>
<tr>
<td>Front yard</td>
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<td></td>
</tr>
<tr>
<td>Street side yard (if corner lot)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior side yard (1)</td>
<td></td>
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<tr>
<td>Interior side yard (2)</td>
<td></td>
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<tr>
<td>Rear yard</td>
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### RESIDENTIAL & TRANSITIONAL CAMPUS DISTRICTS ONLY

#### BUILDING LOT COVERAGE

<table>
<thead>
<tr>
<th></th>
<th>EXISTING</th>
<th>PROPOSED</th>
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</thead>
<tbody>
<tr>
<td>Principal Structure Footprint (excluding front porch)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roofed Front Porch (receives 50% credit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Garage Footprint</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Accessory Structures' Footprints</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Roofed Areas</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL BUILDING LOT COVERAGE</strong></td>
<td></td>
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</tbody>
</table>

#### IMPERVIOUS SURFACE COVERAGE (hard surfaced areas not under a roof: asphalt, concrete, decks, brick pavers, etc.)

<table>
<thead>
<tr>
<th></th>
<th>EXISTING</th>
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</thead>
<tbody>
<tr>
<td>Patios &amp; Terraces (brickwork receives 20% credit)</td>
<td></td>
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<tr>
<td>Sidewalks</td>
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<td>Driveways</td>
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<tr>
<td>Decks</td>
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<tr>
<td>Stairs/Landings</td>
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<td>Other Impervious Areas</td>
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<td><strong>SUB-TOTAL</strong></td>
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<tr>
<td><strong>+ Building Lot Coverage</strong></td>
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<tr>
<td><strong>TOTAL IMPERVIOUS SURFACE AREA</strong></td>
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### BUILDING HEIGHT

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<tr>
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<tr>
<td>Principal Structure – Peak Height</td>
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<td></td>
</tr>
<tr>
<td>Principal Structure – Number of Stories</td>
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<td></td>
</tr>
<tr>
<td>Detached Garage – Peak Height</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Accessory Structures – Peak Height</td>
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</tbody>
</table>
### ALL OTHER DISTRICTS (Business, Commercial, Downtown, Industrial, Mixed Use, University)

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<thead>
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<td>Hallways/ Elevator/Lobby</td>
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<td>Mechanical Accessory</td>
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<td>Space</td>
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<td>Other</td>
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<tr>
<td><strong>Gross Floor Area</strong></td>
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<tr>
<td><strong>Total</strong></td>
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</table>

*GROSS FLOOR AREA: The sum of areas of all floors of a building measured from the exterior walls or from the center line of walls separating 2 buildings. The gross floor area of a building shall also include but not be limited to: basements, interior balconies and mezzanines, enclosed porches, and attic space finished or unfinished having minimum 5-foot floor to rafters height. The following areas shall be excluded from the calculation of gross floor area: elevator shafts, stairwells, space used solely for heating, cooling, mechanical, electrical and mechanical penthouses, refuse rooms and uses accessory to the building, off-street parking and loading.*

### BUILDING REGULATIONS

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<thead>
<tr>
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<th>EXISTING</th>
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<tbody>
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<tr>
<td>Principal Structure – Number of Stories</td>
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<tr>
<td>Other Accessory Structures – Peak Height</td>
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<tr>
<td><strong>FAR (Floor to Area Ratio)</strong></td>
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### AUTHORIZING SIGNATURE

"I certify that all of the above information and all statements, information and exhibits that I am submitting in conjunction with this application are true and accurate to the best of my knowledge."

Mary Rodino

Print Name

[Signature]

Applicant's Signature

8/16/17

Date

Please refer to the Zoning Ordinance at [www.cityofevanston.org/zoning](http://www.cityofevanston.org/zoning) for all City of Evanston zoning regulations. To determine which zoning district a property is located in, visit the City's website at [www.cityofevanston.org](http://www.cityofevanston.org), click on the Resident link on the City's home page, then click on About My Place from the drop-down menu. Enter the house number in the field provided and select the street from the drop-down menu. Press the "Get Info" button. This will either take you directly to the information for the property, or a list of all tax parcels at the inputted address that may be selected for information on the property.
DETERMINATION OF USE DESCRIPTION (TO BE SUBMITTED WITH ZONING ANALYSIS APPLICATION)

The renovations to 1233 and 1235 Hartrey Avenue proposed by Evanston Township High School would create a new ETHS public day school for students with behavioral and emotional needs which do not allow them to be part of the greater student population at the main campus. These students are currently educated outside of Evanston at various public and private facilities in order to receive specialized, therapeutic and supported educational needs. The high school level curriculum will be taught and individualized on a student-by-student basis to meet each student’s unique needs. They learn technical, tech, and vocational skills to help them to be job ready after the program is complete.

In many cases, these students are spending significant time in taxis and buses each day to get to their current educational facility. ETHS can provide the necessary and beneficial individualized education in the new facility at 1233-35 Hartrey, which would be closer to their homes in all cases.

The proposed floor plan would create five classrooms, a multipurpose room, conference room, and support spaces such as offices, storage, and toilet facilities. Initially, the target is 20-25 students. The intent is that all of these students would attend between the hours of 8am – 3pm, Monday-Friday. If program enrollment is increased in the future or expanded with student needs, there is potential that these hours may extend to earlier AM, later PM, or Saturday morning hours, but this has not been determined. The maximum future enrollment (if ever achieved) will be no more than 40 students. There will be 10-12 staff members on-site continuously throughout the day. Staff includes program coordinator; teachers; paraprofessionals; social worker/psychologist; safety/security, and support personnel. These would be newly created jobs in our community, not merely transfers from the ETHS campus.

Some existing parking lot spaces located at the front of the property will be designated as dedicated spots. Students will arrive to the facility either privately by a caregiver, or by an activity bus/small van prearranged by Evanston Township High School. Deliveries will be limited to miscellaneous office supplies and equipment and will not require semi-truck delivery or loading dock access. Noise will be contained within the facility as all activities will be indoors.
1. PROPERTY

Address: 1233 and 1235 Hartrey Avenue
Permanent Identification Number(s):
PIN 1: 110241030010000 PIN 2: ____________ ____________ ____________
(Note: An accurate plat of survey for all properties that are subject to this application must be submitted with the application.)

2. APPLICANT

Name: Mary Rodino
Organization: Evanston Township High School
Address: 1600 Dodge Avenue
City, State, Zip: Evanston, IL 60201
Phone: Work: 847-424-7104 Home: Cell/Other:
Fax: Work: Home:
E-mail: rodinom@eths.k12.il.us

What is the relationship of the applicant to the property owner?

☐ same ☐ builder/contractor ☐ potential purchaser ☐ potential lessee
☐ architect ☐ attorney ☐ lessee ☐ real estate agent
☐ officer of board of directors ☐ other:

3. PROPERTY OWNER (Required if different than applicant. All property owners must be listed and must sign below.)

Name(s) or Organization: Dempster Limited Partnership
Address: 1235 Hartrey Avenue
City, State, Zip: Evanston, IL 60202
Phone: Work: 847-570-3551 Home: Cell/Other: 847-846-3551
Fax: Work: 847-424-0421 Home:
E-mail: r.beidler@larkmanagement.com

"By signing below, I give my permission for the Applicant named above to act as my agent in all matters concerning this application. I understand that the Applicant will be the primary contact for information and decisions during the processing of this application, and I may not be contacted directly by the City of Evanston. I understand as well that I may change the Applicant for this application at any time by contacting the Zoning Office in writing."

[Signature]
Date: 8/16/17

4. SIGNATURE

"I certify that all of the above information and all statements, information and exhibits that I am submitting in conjunction with this application are true and accurate to the best of my knowledge."

[Signature]
Date: 8/16/17

Applicant Signature - REQUIRED
Page 1 of 6
5. REQUIRED DOCUMENTS AND MATERIALS

The following are required to be submitted with this application:

- [X] (This) Completed and Signed Application Form
- [X] Plat of Survey       Date of Survey: March 22, 1971
- [X] Project Site Plan   Date of Drawings: August 15, 2017
- [X] Plan or Graphic Drawings of Proposal (If needed, see notes)
- [□] Non-Compliant Zoning Analysis
- [X] Proof of Ownership   Document Submitted: Owner/Lessee Verification Affidavit
- [X] Application Fee      Amount $600

Notes: Incomplete applications will not be accepted. Although some of these materials may be on file with another City application, individual City applications must be complete with their own required documents.

**Plat of Survey**
(1) One copy of plat of survey, drawn to scale, that accurately reflects current conditions.

**Site Plan**
(1) One copy of site plan or floor plans, drawn to scale, showing all dimensions.

**Plan or Graphic Drawings of Proposal**
A Special Use application requires graphic representations for any elevated proposal—garages, home additions, roofed porches, etc. Applications for a/c units, driveways, concrete walks do not need graphic drawings; their proposed locations on the submitted site plan will suffice.

**Proof of Ownership**
Accepted documents for Proof of Ownership include: a deed, mortgage, contract to purchase, closing documents (price may be blacked out on submitted documents).
- Tax bill will not be accepted as Proof of Ownership.

**Non-Compliant Zoning Analysis**
This document informed you that the proposed change of use is non-compliant with the Zoning Code and requires a variance.

**Application Fee**
The application fee depends on your zoning district (see zoning fees). Acceptable forms of payment are: Cash, Check, or Credit Card.
6. PROPOSED PROJECT

A. Briefly describe the proposed Special Use:

The proposed function of the renovations to 1233 and 1235 Hartrey would be
for an alternative school for students with behavioral and emotional needs,
which do not allow them to be part of the greater student population at the main
ETHS campus. These students receive specialized, therapeutic and supported
educational needs that include technical, tech, and vocation skills to help them
to be job ready after the program is complete.

APPLICANT QUESTIONS

a) Is the requested special use one of the special uses specifically listed in the Zoning Ordinance?
What section of the Zoning Ordinance lists your proposed use as an allowed special use in the zoning
district in which the subject property lies? (See Zoning Analysis Review Sheet)
The proposed use as a specialized, alternative school is similar to the listed
special use of vocational school (Section 6-14-3-3).

b) Will the requested special use interfere with or diminish the value of property in the neighborhood?
Will it cause a negative cumulative effect on the neighborhood?
The requested special use will compliment other existing services offered in the
same building, such as Have Dreams, an autistic services organization. The
hours of operation would be similar to the hours of adjacent businesses, and
would therefore not extend existing hours of impact on the neighborhood. The
occupancy of the currently-vacant property will increase value of adjacent
properties.

c) Will the requested special use be adequately served by public facilities and services?
Transportation to the facility will be provided personally by student caregivers,
or by activity bus/van transportation pre-arranged with Evanston Township High
School.
d) Will the requested special use cause undue traffic congestion?

The traffic impact on the neighborhood is anticipated to be minimal and mainly limited to student pick-up and drop-off.

---

e) Will the requested special use preserve significant historical and architectural resources?

There are no significant historical or architectural resources of note.

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f) Will the requested special use preserve significant natural and environmental features?

Exterior renovations are limited to the modification of the existing entry stoop to provide a ramp for ADA compliance. No natural or environmental features are being affected.

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g) Will the requested special use comply 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?

Yes, the special use will comply. Additionally, the interior renovations will comply with all regulations as governed by the Regional Office of Education for school facilities.
City of Evanston
DISCLOSURE STATEMENT

(This form is required for all Major Variances and Special Use Applications)

The Evanston City Code, Title 1, Chapter 18, requires any persons or entities who request the City Council to grant zoning amendments, variations, or special uses, including planned developments, to make the following disclosures of information. The applicant is responsible for keeping the disclosure information current until the City Council has taken action on the application. For all hearings, this information is used to avoid conflicts of interest on the part of decision-makers.

1. If applicant is an agent or designee, list the name, address, phone, fax, and any other contact information of the proposed user of the land for which this application for zoning relief is made: Does not apply

2. If a person or organization owns or controls the proposed land user, list the name, address, phone, fax, and any other contact information of person or entity having constructive control of the proposed land user. Same as number above, or indicated below. (An example of this situation is if the land user is a division or subsidiary of another person or organization.)

3. List the name, address, phone, fax, and any other contact information of person or entity holding title to the subject property. Same as number above, or indicated below.

Reed Beidler
1235 Hartrey Avenue, Evanston, IL 60201
847-570-3551

4. List the name, address, phone, fax, and any other contact information of person or entity having constructive control of the subject property. Same as number above, or indicated below.
If Applicant or Proposed Land User is a Corporation

Any corporation required by law to file a statement with any other governmental agency providing substantially the information required below may submit a copy of this statement in lieu of completing a and b below.

a. Names and addresses of all officers and directors.

b. Names, addresses, and percentage of interest of all shareholders. If there are fewer than 33 shareholders, or shareholders holding 3% or more of the ownership interest in the corporation or if there are more than 33 shareholders.

If Applicant or Proposed Land User is not a Corporation

Name, address, percentage of interest, and relationship to applicant, of each partner, associate, person holding a beneficial interest, or other person having an interest in the entity applying, or in whose interest one is applying, for the zoning relief.
City of Evanston, Illinois

ZONING CERTIFICATE NUMBER: 17ZONA-0233

PROPERTY ADDRESS: 1233 HARTREY AVE

ZONING DISTRICT: I2

OVERLAY DISTRICT: 

USE: Alternative school for students with behavioral and emotional needs.

CONDITIONS OR COMMENTS: After reviewing the description of the use submitted to operate an alternative school for students with behavioral and emotional needs in the I2 District and Zoning Ordinance definitions (6-18-3) for "business or vocational school" and "educational institution - public", the Zoning Administrator determines that the proposed use falls under the "educational institution - public" use category and is not a "business or vocational school". Therefore, the associated Special Use Permit application submitted for a "business or vocational school" is rejected.

Pursuant to City Code Section 6-18-3, a business or vocational school is defined as: "[a] privately-owned or publicly-owned post-secondary school, other than a community college or four-year "college/university institution," providing occupational or job skills in a variety of technical subjects and trades for specific occupations." The proposed establishment without question falls within the definition of "educational institution - public." An education institution - public is defined as "[a] publicly owned preschool, elementary school, middle school, or high school, or a facility owned by a public school district containing classrooms, and libraries, offices or similar support facilities for one (1) or more of the following district purposes: educational services and related programs for faculty and staff and for students, preschool age children and their families; district administrative staff offices. A zoning lot developed as an educational institution must be principally used for classrooms for preschool, elementary school, middle school, or high school students." An "educational institution - public" is not a permitted or special use in the I2 zoning district.

CERTIFICATE BASED ON:

Plans Prepared As: 

Plans Dated: 

Plans Prepared By: 

Plat of Survey Dated: 

Plans Originating As: Zoning Analysis Application

Related Application ID: 

Miscellaneous: 

THIS ZONING CERTIFICATE IS NOT A BUILDING PERMIT.
City of Evanston
ZONING ANALYSIS REVIEW SHEET

APPLICATION STATUS: Closed/Non-compliant  September 05, 2017  RESULTS OF ANALYSIS: Non-Compliant

Z.A. Number: 17ZONIA-0233  Purpose: Zoning Analysis without Bid Permit App
Address: 1233 HARTREY AVE  District: I2  Overlay: Preservation  Not Within
Applicant: Mary Rodino  Reviewer: Melissa Kicz  District:

THIS APPLICATION PROPOSES (select all that apply):
- New Principal Structure: X Change of Use
- New Accessory Structure: Retention of Use
- Addition to Structure: Plat of Resubdiv./Consol.
- Alteration to Structure: Business License
- Retention of Structure: Home Occupation

Proposal Description:
Alternative school for students with behavioral and emotional needs.

ANALYSIS BASED ON:
- Plans Dated: 08.16.17
- Prepared By:
- Survey Dated:
- Existing Improvements:

ZONING ANALYSIS

PRINCIPAL USE AND STRUCTURE

<table>
<thead>
<tr>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
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</thead>
<tbody>
<tr>
<td>USE:</td>
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<td>Ed Inst - Public</td>
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Comments:

Minimum Lot Width (.F)

USE:

Comments:

Minimum Lot Area (SF)

USE:

Comments:

Dwelling Units:
Comments:

Rooming Units:
Comments:

Building Lot Coverage (SF) (defined, including subtractions& additions):
Comments:

Impervious Surface Coverage (SF, %)
Comments:

Accessory Structure
40% of rear yard

Rear Yard Coverage:
Comments:

LF: Linear Feet  SF: Square Feet  FT: Feet
Page 1

565 of 594
<table>
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<tr>
<th>Use (1)</th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
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</thead>
</table>

## Gross Floor Area (SF)
**Use:**
**Comments:**

## Height (FT)
**Comments:**

## Front Yard(1) (FT)
**Direction:**
**Street:**
**Comments:**

## Front Yard(2) (FT)
**Direction:**
**Street:**
**Comments:**

## Street Side Yard (FT)
**Direction:**
**Street:**
**Comments:**

## Interior Side Yard(1) (FT)
**Direction:**
**Comments:**

## Interior Side Yard(2) (FT)
**Direction:**
**Comments:**

## Rear Yard (FT)
**Direction:**
**Comments:**

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### ACCESSORY USE AND STRUCTURE

<table>
<thead>
<tr>
<th>Use (1)</th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
</tr>
</thead>
</table>

## Permitted Districts:
**Comments:**

## Permitted Required Yard:
**Comments:**

## Additional Standards:
**Comments:**

## Height (FT)
**Flat or mansard roof 14 5", ot**
**Comments:**

## Distance from Principal Building:
10.00'
**Comments:**

## Front Yard(1A) (FT)
**Direction:**
**Street:**
**Comments:**
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<thead>
<tr>
<th>Description</th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
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</thead>
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<td>Comments:</td>
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<td>Interior Side Yard (2B) (FT)</td>
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**LF:** Linear Feet  **SF:** Square Feet  **FT:** Feet
### Standard

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### Garage Setback from Alley Access (FT)

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#### Loading Requirements

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### Miscellaneous Requirements

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### Comments and/or Notes

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<th>LF: Linear Feet</th>
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Page 5

569 of 594
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<tr>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
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Results of Analysis: This Application is **Non-Compliant**

Site Plan & Appearance Review Committee approval is:

See attached comments and/or notes.

[Signature]

[Date] 9/17/17
To: Members of the Planning and Development Committee

From: W. Grant Farrar, Corporation Counsel
      Mario Treto, Jr., Assistant City Attorney

Subject: Evanston Township High School Alternative School Proposal

Date: September 25, 2017

This memorandum is supplemental to the Community Development memorandum on whether or not an alternative school for students with behavioral or emotional needs falls under the City’s definition of a business or vocational school, and whether additional considerations need to be taken into account with the proposal at hand.

Executive Summary

Evanston Township High School’s zoning analysis application to determine the use for proposal to operate an alternative school for children with behavioral and emotional needs in the I2 Zoning District falls under the category of an “educational institution – public,” not a “business or vocational school” and is consequently not allowed as a permitted or special use in this zoning district; therefore, an application for a special use to operate a “business or vocational school” must be rejected. Second, a map amendment to allow a zoning change from the current I2 General Industrial Zoning District to one that permits the applicant’s proposal should be denied given City of Evanston precedent and proper planning practices. The City is well within its zoning authority to reject the special use application for a business or vocational school and to deny a map amendment, if requested. Additionally, a potential text amendment application to add an “educational institution – public” as a special or permitted use in the I2 District could create disparity between non-commercial uses within the district such as “religious institutions” and could also be denied.

Background

Evanston Township High School (“ETHS”), Applicant, submitted a zoning analysis and special use application on August 16, 2017, proposing an alternative school for children with behavioral and emotional needs at 1233-1235 Hartrey Avenue (the “Subject Location”). The Subject Location is in the I2 General Industrial Zoning District. The alternative school will serve as a branch of the main ETHS campus. The Applicant represents that the proposed alternative school is deemed a “business or vocational school,” which is an eligible special use in the I2 Zoning District. City Code Section 6-
City staff disagrees with the Applicant’s determination of use and, further, determines that it is an “educational institution - public”; the reasoning fully outlined in the Community Development memorandum.

Additionally, City staff must take into account the decision issued on April 30, 2013 in JDBY Elementary School v. City of Evanston et al. The facts in this ETHS application are somewhat similar to the JDBY case, which sheds light on the legal authority to deny a map amendment for the Subject Property. In JDBY Elementary School v. City of Evanston et al., Joan Dachs Bais Yaakov Elementary School sought approval for an elementary school at 222 Hartrey Street, which is also located in an I2 Zoning District. JDBY Elementary School v. City of Evanston et al., No. 09CH16645 (April 30, 2013), p. 2. In JDBY, the applicant defined the school as a “religious institution,” permitted as a special use in the I2 Zoning District; however, City staff rejected the application and properly classified it as an “educational institution, private,” a use not permitted in the I2 Zoning District. Id. at 6. The special use permit application was rejected by the City. Id. at 7. Subsequently, the JDBY applicant requested a map amendment to change the zoning of the property from I2 to C1, which was also denied. Id. at 9. The JDBY applicant challenged the City’s denial of the map amendment alleging the City was arbitrary and capricious, as well as religiously discriminatory. Id. at 15. After a thorough analysis of the Lasalle and Sinclair factors further explained below, the court found in favor of the City of Evanston on all counts. Id. at 46.

Analysis

Special Use Application

Pursuant to City Code Section 6-18-3, a business or vocational school is defined as: “[a] privately-owned or publicly-owned post-secondary school, other than a community college or four-year ‘college/university institution,’ providing occupational or job skills in a variety of technical subjects and trades for specific occupations.” The Applicant defines their special use as a vocational school. The proposed establishment without question falls within the definition of “educational institution – public.” An education institution – public is defined as “[a] publicly owned preschool, elementary school, middle school, or high school, or a facility owned by a public school district containing classrooms, and libraries, offices or similar support facilities for one (1) or more of the following district purposes: educational services and related programs for faculty and staff and for students, preschool age children and their families; district administrative staff offices. A zoning lot developed as an educational institution must be principally used for classrooms for preschool, elementary school, middle school, or high school students.” City Code Section 6-18-3. An “educational institution – public” is not a permitted or special use in the I2 zoning district. City Code Sections 6-14-2-2; 6-14-2-3. Therefore, the City is well within its legal authority to reject their special use application as submitted.
Map Amendment

If, in the alternative, ETHS decides to request a map amendment, the City has the precedent to deny the map amendment from an I2 zoning district to one that permits public educational institutions. Taking the JDBY opinion and order into account with the subject application at hand, it is appropriate to deny a map amendment to modify the Subject Property’s zoning from I2 to another zoning district which permits public educational facilities as a permitted or special use.

When parties challenge a municipality’s denial of a map amendment, the common assertion is that the city acted in an arbitrary and capricious manner. Whether or not a city acted in such a way requires the consideration of the factors set out in La Salle National Bank of Chicago v. County of Cook, 12 Ill. 2d 40, 46 (1957) and Sinclair Pipe Line Co. v. Village of Richton Park, 19 Ill. 2d 370, 378 (1960), as states below:

1. Whether the existing zoning of the property is consistent with the surrounding uses and zoning;
2. The extent to which property values are diminished by the particular zoning restriction;
3. The extent to which the destruction of property values of plaintiff promote the health, safety, morals, or general welfare of the public;
4. Relative gain to the public as compared to the hardship imposed upon the individual property owner;
5. Suitability of the subject property for the zoned purpose;
6. Length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the subject property;
7. The public need for the proposed use; and
8. Diligence with which the community has planned its land use.

Under JDBY, the facts present a similar set of circumstances with Evanston Township High School. If a map amendment were granted, it could convert the existing uses (permitted in the I2 District) in the building into non-conforming uses.

Conclusion

The City of Evanston has the authority to reject Evanston Township High School’s special use application to build an alternative school for children with behavioral and emotional needs in the I2 Zoning District as it is not allowed as a permitted or special use. Additionally, the City of Evanston should deny a map amendment to allow a zoning change from the current I2 Zoning District to one that permits the applicant’s proposal.
Memorandum

To: Honorable Mayor and Members of the City Council

From: Evonda Thomas-Smith, Director Health and Human Services
       Ike Ogbo, Public Health Manager, Health and Human Services

Subject: Torrens Grant Expenditures

Date: August 23, 2017

Recommended Action:
Staff recommends the approval of payment for the lead rehabilitation of the property located at 1321 Elmwood Avenue. Lead sources were identified and have been abated from the address. A clearance was performed certifying the abatement.

Funding Source:
Funding is provided by the Lead Paint Hazard Grant (Account 100.24.2435.55231). On November 21, 2000 the Cook County Board of Commissioners create the Lead Poisoning Prevention Fund for the purposes of utilizing excess sums from the Torrens Indemnity Fund as provided in 735 ILCS 35/0.01 (Torrens Act).

Livability Benefits:
Health and Safety: Support Strong and Safe Communities: Improve health outcomes.

Summary:
The Cook County Health and Hospital Systems awarded the initial Torrens Grant to the City of Evanston in 2000 and have extended the grant annually to the City. The City of Evanston has received approved funding in the amount of $22,580.00 for the mitigation of lead at the above address. The Torrens Grant is directed at lead poisoned children and aid in removing of lead paint, dust, and soil from homes where child (below six (6)) years of age and/or pregnant women could be exposed to lead.

The funding is available to property owners that meet the Torrens guidelines:
   1. Applicant must provide annual income which is then verify.
   2. Applicant’s annual income cannot exceed 80% of the median income for Evanston IL
   3. Three estimates from lead licensed Contractors that are also licensed by the City of Evanston must be provided with the application
4. A copy of the current tax bill must also be submitted.

After the application is received, all documentation is sent to the Cook County Health and Hospital Systems for a Notice to Proceed. Once approved the Contractor begins work. In order to receive payment, the Contractor and owner of the property must remove lead to an acceptable level as determined by the State of Illinois.

Attachments:
Invoice for Abatement work
Notice to Proceed Torrens Grant Program from Cook County
Final Waiver of Lien and Contractor’s Affidavit
Value Remodeling  
Robert Kasperowicz  
Evanston General Contractor's License 06LICR-0038  
Division of Environmental Health, Illinois Department of Public I.D. #L-0410  
1580 Minthaven Road  
Lake Forest IL 60045  
(708) 296-5105

Final Invoice for Lead Abatement work at 1321 Elmwood Evanston II

1. Set up interior and exterior containment. Cover floors with 6 mil poly six to ten feet beyond work surfaces to be renovated, repaired, or painted.
2. Cover door used to enter work area with plastic sheeting in a manner that allows workers to pass through but contains debris within work area.
3. Post 'Warning' signs at all entrances. Restrict access to the work area and notify residents to avoid work area while construction is underway.
4. Double bag and 'gooseneck' with duct tape all lead containing debris. Lead containing debris will be disposed of daily in an appropriate manner.
5. Use a disposable tack pad at the edge of protective sheeting.
6. Wash all areas including floors with TSP solutions and vacuum with one that contains a HEPA filter.
7. Cover all furniture in 6 mil poly plastic sheeting.
8. Replace first floor apartment windows - total of 17 windows will be removed and 17 new vinyl double hung energy efficient windows will be installed. - $7,380.00
9. Replace second floor apartment windows - total of 19 windows will be removed and 19 new vinyl double hung energy efficient windows will be installed. - $10,100.00
10. Prime and paint interior and window trim
11. Cover exterior of the windows with aluminum coil. Color of the aluminum exterior trim will be customer's choice.
12. 1st floor apartment - remove and install 11 new doors and new door hardware. Prime and paint existing frame and trim. $2,200.00
13. 2nd floor apartment - remove and install 13 new doors and new new door hardware. Prime and paint existing frame and trim. = $2,600.00
14. Scrape loose paint, prime, and paint 3 entry doors and frames. - $300.00

TOTAL PRICE: $22,580.00 - Includes all labor and materials

Robert Kasperowicz

1/5/17
June 20, 2016

To: City of Evanston/Evanston Health Department
Attn: Ikenga Ogbo & Carl Caneva
Re: Notice to Proceed TORRENS Grant Program

The following are approved for service as of 6/20/2016:

<table>
<thead>
<tr>
<th>PROPERTY ADDRESS</th>
<th>ZIP CODE</th>
<th>PROPERTY PIN</th>
<th># UNITS</th>
<th>OWNER LNAME</th>
<th>OWNER FName</th>
<th>Cost</th>
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<tbody>
<tr>
<td>1321 Elmwood Ave, Evanston IL</td>
<td>60201</td>
<td>11-18-329-005-0000</td>
<td>2</td>
<td>Johnson</td>
<td>Michael</td>
<td>$22,580</td>
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There are 2 units being serviced and the anticipated cost for reimbursement is $22,580. Relocation will not take place on any of the units listed above.

If you have any questions or concerns, do not hesitate to contact the LPPHHU at (708) 633-8072 or you may e-mail Tonia Singletary-Baker at tsingle@cookcountyhhs.org.
FINAL WAIVER OF LIEN AND CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS  
COUNTY OF  

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by City of Evanston to furnish labor and material for the premises know as Michael Johnson of which 1321 Elmwood Ave Evanston IL 60201 is the owner.

THE undersigned, for and in consideration of twenty two thousand five hundred eighty ($22,580.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the State of Illinois relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS*.

That the total amount of the contract including extras* is $22,580.00 on which he or she has received payment of $22,580.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. THAT THE FOLLOWING ARE THE NAMES AND ADDRESSES OF ALL PARTIES WHO HAVE FURNISHED OR WILL FURNISH MATERIAL OR LABOR, OR BOTH, FOR SAID WORK and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

<table>
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<th>NAMES AND ADDRESSES</th>
<th>WHAT FOR</th>
<th>CONTRACT PRICE INCLUDE EXTRAS</th>
<th>AMOUNT PAID</th>
<th>THIS PAYMENT</th>
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TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT. That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

COMPANY NAME Value Remodeling
ADDRESS 1580 Minthaven
CITY, STATE, ZIP Lake Forest IL 60045
DATED: 1.5.17

SIGNATURE AND TITLE

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th DAY OF January 2016

OATH OF CHRISTINE A RENNORD
NOTARY PUBLIC

Provided by Ticor Title Insurance Company

578 of 594
Memorandum

To: Honorable Mayor and Members of the City Council

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

Subject: Ordinance 39-O-17, Amending City Code Title 8, Chapter 5, Sections 1, 3, and 4, “Weeds”

Date: September 15, 2017

Recommended Action:
The Evanston Environment Board and Human Services Committee recommend City Council adoption of Ordinance 39-O-17, Amending City Code Title 8, Chapter 5, Sections 1, 3, and 4, “Weeds.”

Livability Benefits:
Natural Systems: Prevent and manage invasive species
Natural Systems: Protect and restore natural ecosystems

Summary:
Ordinance 39-O-17 serves to update the current City Code language to accurately reflect the trend towards “natural” landscaping and to conform to State of Illinois Noxious Weed Law, 505 ILCS 100/1 et seq.; and the Illinois Exotic Weed Act, 525 ILCS 10/1 et seq. requirements. The current Ordinance, originally written in 1957, is outdated in the plants selected for control. Some plants listed are minor nuisances or actually beneficial, while other plants that federal and state authorities now recognize as widespread invasive problems are omitted. For example, common milkweed, which is prohibited by the current ordinance, is a larval host for the monarch caterpillar and therefore critical to maintaining its population. The current ordinance also prohibits blue vervain, an Illinois wildflower that provides nectar for pollinators.

The current ordinance is also at odds with the City’s commitment to encourage pollinators. Mayor Tisdahl issued a proclamation in March, 2016 committing to improve habitat for the monarch butterfly by officially signing the U.S. Fish and Wildlife’s Monarch Pledge; one of the City’s key steps toward this goal is to update the current weed ordinance.
Staff from the Public Works Agency and the Health and Human Services Department met to discuss the proposed changes. City staff is in agreement that the proposed Ordinance will not interfere with rodent abatement efforts, nor will the changes alter any efforts by inspectors to keep vacant or derelict properties in compliance with the current Property Standards code. All City inspectors are still able to reference City Code 5-1-3, Chapter 3, Section 302.4 which specifically addresses weeds and grass on exterior property areas. Staff also does not believe that any additional inspections will take place that target specific weeds or grasses as a result of these proposed changes.

The true purpose of these changes is to update the list of allowed plantings on a property to align with current efforts by resident towards more natural landscaping that encourages habitat for pollinators of all types.

**Legislative History**
This Ordinance was initially considered by the Evanston Environment Board on February 9, 2017, and subsequently approved by the Board on April 13, 2017. The Ordinance was then introduced and held by the Human Services Committee on May 1, 2017 and June 5, 2017 pending further review with the Evanston Environment Board and the Health and Human Services Department staff. The Human Services Committee approved the Ordinance at their September 6, 2017 meeting.

**Attachments:**
Ordinance 39-O-17
Title 5-1-3, Chapter 3, Section 302.4
AN ORDINANCE

Amending City Code Title 8, Chapter 5, Sections 1, 3, and 4, “Weeds”

WHEREAS, the Illinois Supreme Court provides that “[i]f a subject pertains to local government and affairs, and the [Illinois] legislature has not expressly preempted home rule, municipalities may exercise their power.” *Palm v. 2800 Lake Shore Drive Condominium Ass’n*, 988 N.E.2d 75, 82-83 (2013), citing *City of Chicago v. StubHub, Inc.*, 979 N.E.2d 844 (2011). The powers of a home rule unit such as Evanston are to be construed liberally pursuant to Article VII, § 6(m) of the Illinois Constitution, and Evanston’s powers as a home rule authority are: “…to be given the broadest powers possible.” *Scadron v. City of Des Plaines*, 153 Ill. 2d 164, 174 (1992). Home rule municipalities are constitutionally conferred with tremendous authority and latitude to address local issues and concerns.

WHEREAS, the Illinois Constitution provides that a home rule unit may: exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare; to license; to tax; and to incur debt. Ill. Const. art. VII, § 6. A city’s power to regulate and license for the protection of public health and safety is drawn directly from the Constitution, and any such power must be expressly limited by the General Assembly. See Ill. Const. art. VII, § 6(i). Evanston’s police power also authorizes it to adopt ordinances and to promulgate rules and regulations that pertain to
its government and affairs and that protect the public health, safety, and welfare of its citizens.

WHEREAS, based on recommendations by the City’s Environment Board to improve the City’s STAR rating in natural systems, improve the City’s green profile locally and nationally, and for correlation with relevant Illinois statutes (The Illinois Noxious Weed Law, 505 ILCS 100/1 et seq.; and the Illinois Exotic Weed Act, 525 ILCS 10/1 et seq.), the amendments to the City’s Weeds Ordinance are made. The City Council finds that there is a compelling governmental interest in the protection of the public health of Evanston citizens to update the reasonable regulations in the maintenance of weeds in the City. The City Council finds that the passage of this ordinance is in the interests of the health, safety, and welfare of Evanston citizens.

WHEREAS, the City Council held meetings in compliance with the provisions of the Illinois Open Meetings Act, considered the statements, points and authorities made in the legislative Record, and received additional input from the public.

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

SECTION 1: The foregoing recitals are hereby found as facts and incorporated herein by reference.

SECTION 2: That Title 8, Chapter 5, Section 1, “DEFINITION,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:
8-5-1. - DEFINITION.

"Weeds," as used in this Chapter, shall refer to the species listed by the Illinois Noxious Weed Law, 505 ILCS 100/1 et seq., and the Illinois Exotic Weed Law, 525 ILCS 10/1 et seq. The term "weeds" shall also refer to Poison Ivy (Toxicodendron radicans) and Wild Parsnip (Pastinaca sativa), and include the following: burdock, ragweed (giant), ragweed (common), thistle, cocklebur, jimson, blue vervain, common milkweed, wild carrot, poison ivy, wild mustard, rough pigweed, lambsquarter, wild lettuce, curled dock, smart weeds (all varieties), poison hemlock and wild hemp, and bindweed (all varieties). The term "weed" shall also apply to unmowed or uncultivated grasses (all varieties). “Turf grass,” as used in this Chapter, shall refer to grasses:

- Whose growth or development has been promoted by the landowner, renter, lessee or other property manager; and
- That are narrow-leaved grass species that form a uniform, long-lived ground cover that can tolerate traffic and low mowing heights (usually two inches or below).

SECTION 3: That Title 8, Chapter 5, Section 3, “FAILURE OF OWNER TO CUT,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

8-5-3. - FAILURE OF OWNER TO CUT.

Every owner of real estate within the City shall remove cut the weeds or cut the turf grass on his/her property and on the abutting parkway at all such times as may be necessary so that such weeds shall not persist and turf grass shall not exceed eight inches (8") in height. If after notice of violation and opportunity to cure such owner
neglects or refuses to remove cut such weeds or to cut such turf grass, so that such weeds shall exceed eight inches (8") in height, the City may mow or remove cut the weeds and/or cut the turf grass or authorize some person to do cut the same on behalf of the City.

SECTION 4: That Title 8, Chapter 5, Section 4, “LIEN AGAINST PROPERTY WHEN CITY CUTS WEEDS,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

8-5-4. - LIEN AGAINST PROPERTY WHEN CITY CUTS WEEDS.

If weeds or turf grass referred to herein in this Chapter are mowed or cut by the City or by someone directed to mow/cut them on behalf of the City, then the City may impose a lien on the property in violation of Section 8-5-3. A notice of lien of the cost and expense thereof incurred by the City or any person directed to take action on the City’s behalf shall be recorded in the following manner: the City or the person performing the service by authority of the City, in its or his/her own name, may file notice of lien in the office of the Recorder of Deeds of Cook County. The notice of lien shall consist of a sworn statement setting out:

(A) A description of the real estate sufficient for identification thereof;
(B) The amount of money representing the cost and expense incurred or payable for the service; and
(C) The date when the cost and expense was incurred by the City.

Such notice shall be filed within sixty (60) days after the cost and expense is incurred. Upon payment of the cost and expense after the notice of lien has been filed as provided herein, the lien shall be released by the City or person in whose name the lien
has been filed and the release shall be filed of record in the same manner as filing notice of the lien.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and must be received in evidence as provided by the Illinois Complied Statues and the courts of the State of Illinois.

**SECTION 6:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 7:** This ordinance must be in full force and effect 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 ruled unconstitutional or otherwise invalid, such invalidity must 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
Section 302 Exterior Property Areas

302.2 Grading And Drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structures located thereon, or on any surrounding premises or structures. The grade of premises shall not be altered by the storage of any type of soil, stone, chips or any other type of fill or material. Water shall not be allowed to accumulate and remain stagnant in any equipment, storage, debris or containers that may be present on the property.

302.3 Sidewalks and Walkways. All private sidewalks, walkways, stairs, driveways, parking spaces, parking lots and similar areas on private property shall be kept in a proper state of repair, and maintained free from hazardous conditions including, but not limited to, snow and/or ice.

Whenever the code official determines that there has been a violation of this section, or has grounds to believe that such a violation has occurred, notice, in the form prescribed below, shall be served in any manner prescribed in Section 107.3, to the person responsible for the violation as specified in this Code. Such notice shall:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a statement that the City may file a lien in accordance with Section 106.3.
5. Include a statement that the City may initiate immediate legal action without any further notice.

302.4 Weeds And Grass. All premises and exterior property shall be maintained free from weeds or plant growth in excess of eight inches (8”). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual, biennial and perennial plants and vegetation which are propagated by seed or vegetative parts, which are of little value and compete with cultivated plants or may affect the health of humans or animals, other than trees and shrubs. However, this term shall not include cultivated grasses, flowers and gardens.

The owner or agent having charge of a property who fails to cut weeds within seven (7) days of service of a notice of violation, shall be subject to prosecution in accordance with section 106 of this code.

Upon failure by the owner or agent to comply with the notice of violation, any duly authorized agent of the city or contractor hired by the city shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon and the costs for such removal shall be paid by the owner or agent responsible for the property.

If the city cuts any weeds on any vacant lot or premises with a vacant structure as provided in this section, the city may impose a lien on the property in violation. Upon being recorded in the manner required by article XII of the code of civil procedure, as amended, or by the uniform commercial code, as amended, the lien shall be imposed on said property as a debt due and owing the city in an amount including, but not limited to: any city costs or contractor’s fees for cutting the weeds; inspections; correspondence; title searches; preparation of lien; and recording fees.
Memorandum

To: Honorable Mayor and Members of the City Council
From: Wally Bobkiewicz, City Manager
Subject: Resolution 77-R-17, Amending City Council Rules and Organization of the City Council Section 17 “Minutes” Referencing Video and Audio Recordings of Meetings
Date: September 25, 2017

Recommended Action:
The Rules Committee and staff recommend City Council adopt Resolution 77-R-17, amending City Council Rule 17, “Minutes,” referencing the video and audio recordings of various board, commission, and committee meetings.

Livability Benefits:
Equity & Empowerment: Provide for meaningful community engagement; Ensure equitable access to community assets

Summary:
The Rules Committee discussed at its September 11, 2017 meeting the video and audio recording of various boards, committees and commissions of the City of Evanston. The Rules Committee agreed that the City Council and Standing Committee meetings should be video recorded, the video recordings should be published on the City’s website, and the meetings be broadcast live. This practice has been in place since the end of 2009. Moving forward, the following committees will also be broadcast live and video saved: Plan Commission, Zoning Board of Appeals, Economic Development Committee and select funding meetings of the Housing & Community Development Act Committee.

In addition, the Rules Committee decided that the Transportation/Parking Committee and remaining Housing & Development Act Committee meetings shall be audio recorded. Those audio recordings shall be retained by the Secretary of the Committee.

Attachments:
Resolution 77-R-17
77-R-17

A RESOLUTION

Amending City Council Rule 17, “Minutes,” By Requiring the Video and Audio Recording of Certain Meetings

WHEREAS, The City Council amends the City Council Rules and Organization of the City Council of the City of Evanston from time to time; and

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

SECTION 1. That Section 17 of the City Council Rules is hereby amended to read as follows:

17. MINUTES

17.1 A journal of the minutes of the City Council and standing committees shall be kept by the City Clerk, and a copy of the minutes of the immediately preceding meeting shall be delivered to each Alderman prior to the convening of the next regular meeting.

17.2 In all cases where a motion is entered in the minutes of the Council, the name of the Alderman moving the same and the name of the seconding Alderman shall be recorded, except for a motion to adjourn.

17.3 Approved City Council and its Standing Committees’ minutes shall be posted in a timely manner to the City of Evanston website: www.cityofevanston.org.

17.4 Meetings of the City Council and the Standing Committees (Administration & Public Works Committee, Human Services, Rules, and the Planning & Development Committee) will be broadcast live. In addition, Plan Commission, Zoning Board of Appeals, Economic Development Committee and select funding meetings of the Housing and Community Development Act Committee will be broadcast live.

17.5 All meetings broadcast live pursuant to Rule 17.4 will be recorded and posted on the City’s website under the related Committee’s “Agenda and Minutes” page.
17.6 The Transportation/Parking Committee and Housing & Community Development Act Committee meetings will be audio recorded. Audio recordings will be retained by the Secretary of the Committee.

SECTION 2. That this Resolution 77-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
To: Honorable Mayor and Members of the City Council

From: Dr. Patricia A. Efiom, Equity and Empowerment Coordinator

Subject: Ordinance, 85-O-17, Creation of Equity & Empowerment Commission

Date: September 14, 2017

Recommended Action:
Staff and Rules Committee recommend City Council adoption of Ordinance 85-O-17, Amending Title 2, Chapter 12 of the Evanston City Code, which creates the Equity & Empowerment Commission.

Livability Benefits:
Equity & Empowerment: Provide for meaningful community engagement

Background:
In 2016, due to a lack of activity and consistent staff support, the Human Relations Commission was consolidated with the Housing and Homelessness Commission. The work of the Housing, Homelessness and Human Relations Commission is heavily focused on Housing and Homelessness.

With the establishment of the office of Equity & Empowerment in February 2017, it was determined that a commission dedicated solely to the work of Equity & Empowerment was essential. Therefore, at the May 9, 2017 Housing, Homelessness and Human Relations Commission meeting, members voted to support the disaggregation of the Commission.

The City Council finds that creating an entity that proactively addresses issues of equity and empowerment in the City of Evanston is a priority.

Title 2 of the Evanston City Code will be amended to add Chapter 12 – Equity and Empowerment Commission.

Attachment:
Ordinance 85-O-17
AN ORDINANCE

Creating Title 2, Chapter 12 of the Evanston City Code Forming an “Equity and Empowerment Commission”

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

SECTION 1: Legislative Statement. This Ordinance creates a City of Evanston Equity and Empowerment Commission whose primary function is to address issues of access, equity, and empowerment within the City. Diversity and inclusion are core values of the Evanston community. The City Council determines that it is in the best interest of the City to create an Equity and Empowerment Commission to achieve lasting change, leverage diversity, and actively practice inclusion.

Article VII, Section (6)a of the Illinois Constitution of 1970, which states that the “powers and functions of home rule units shall be construed liberally,” was written “with the intention that home rule units be given the broadest powers possible” (Scadron v. City of Des Plaines, 153 Ill.2d 164). Pursuant to 65 ILCS 5/1-2-1, the City may make all rules and regulations to carry into effect the powers granted to the City, such broad and general grant of authority complementing the City’s home rule powers. At meetings held in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.), the City Council considered this Ordinance, heard public comment, and made findings. It is well-settled law in Illinois that the legislative judgment of the City Council must be considered presumptively valid (see Glenview State Bank v. Village of Deerfield, 213 Ill.App.3d 747(1991)) and is not subject to
courtroom fact-finding (see National Paint & Coating Ass'n v. City of Chicago, 45 F.3d 1124 (1995)).

The City Council finds that creating an entity that proactively addresses issues of equity and empowerment in the City of Evanston is a priority. The City Council desires to amend the City Code to create an Equity and Empowerment Commission.

SECTION 2: Title 2, Chapter 12 of the Evanston City Code of 2012, as amended (“City Code”), is hereby created and shall read as follows:

CHAPTER 12 – EQUITY AND EMPOWERMENT COMMISSION

2-12-1: PURPOSE.

The purpose of the Equity & Empowerment Commission (“Commission”) is to identify and eradicate inequities in the City of Evanston, including City services, programs, human resources practices, and decision-making processes. The Commission will work with community partners and businesses to promote equity and inclusion within the City and provide guidance, education, and assistance to City Departments to build capacity in achieving equitable outcomes and services. Further, the Commission will be transparent and collaborative with both internal and external individuals and entities, holding all accountable for measurable improvements and outcomes. Finally, the Commission will promote, support, and build capacity with laws, ordinances, and regulations related to equity and empowerment within the City.

2-12-2: MEMBERSHIP.

The Commission consists of nine (9) members who serve without compensation and are residents of the City of Evanston. The members must include the following:

(A) One (1) member who has the training and/or experience representing the needs of those who have a physical or mental disability;
(B) Three (3) members who have experience in human rights, social justice advocacy, or similar areas;
(C) One (1) member who is an Alderman.

The Commission’s membership must reflect the demographic makeup of the City of Evanston population, including but not limited to: race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, physical disability or mental disability.
2-12-3: TERM.

Commission members are appointed to three (3) year terms by the Mayor with the advice and consent of the City Council. Non-aldermanic members may serve for not more than two (2) full terms.

2-12-4: POWERS AND DUTIES.

In carrying out its responsibilities, the Commission must:

(A) Evaluate, develop and recommend equity tools to be used to examine policies, practices, services and programs;
(B) Develop ways to measure and monitor community relations, race relations, and civil rights issues, particularly those that are sources of intergroup conflict;
(C) Study and investigate problems of prejudice, bigotry, and discrimination for the purpose of developing action strategies to eliminate these problems;
(D) Develop strategies to improve quality of life, livability and equity for all residents of Evanston;
(E) Submit an annual report to City Council on the goals, activities and accomplishments of the Commission; and
(F) Create subcommittees, as necessary, in furtherance of the Commission’s purpose.

2-12-5: ADOPTION OF RULES; SELECTION OF A CHAIRPERSON.

The Commission must annually elect a Chairperson from among its members. The Commission must also adopt rules and regulations necessary to exercise its responsibilities.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance must be in full force and effect after its passage, approval, and publication in a manner provided by law.

SECTION 5: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity must 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