CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, October 23, 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 Wilson

(II) Mayor Public Announcements and Proclamations
    World Polio Day, October 24, 2017
    Presentation by Evanston Own It

(III) City Manager Public Announcements

(IV) Communications: City Clerk

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

**SPECIAL ORDERS OF BUSINESS**

**(SP1) Resolution 84-R-17, Designating the Evanston City Clerk as the City's Freedom of Information Act Officer**

Staff recommends approval of Resolution 84-R-17 designating the City's Freedom of Information Act Officer.

**For Action**

**(SP2) FY2018 Proposed Capital Budget and Debt Review**

Staff will provide a presentation regarding the FY2018 Proposed Capital Budget and Debt Review. No formal action will be taken regarding the FY2018 Budget. Budget documents are available here: [www.cityofevanston.org/city-budget/](http://www.cityofevanston.org/city-budget/).

**For Discussion**

(VII) Consent Agenda and Report of Standing Committees:

- **Administration & Public Works** - Alderman Rainey
- **Planning & Development** - Alderman Wynne
- **Human Services** - Alderman Fiske
- **Rules** - Alderman Wilson

**CONSENT AGENDA**

**(M1) Approval of Minutes of the Regular City Council Meeting of October 16, 2017.**

**For Action**

**ADMINISTRATION & PUBLIC WORKS COMMITTEE**

**(A1) Payroll – September 18, 2017 through October 1, 2017**

$2,689,086.27

**(A2.1) Bills List – October 24, 2017**

- Credit Card Activity (not including Amazon purchases) - Period Ending August 31, 2017

  $185,912.08

**(A2.2) Amazon Credit Card Activity – Period ending August 31, 2017**

$11,558.41

**For Action**
(A3.1) Agreement with Pure Technologies U.S. Inc. for City of Evanston’s Inspection of Large Diameter Water Mains

Staff recommends City Council authorize the City Manager to execute an agreement for the City of Evanston’s Inspection of Large Diameter Water Mains (RFP 17-51) with Pure Technologies U.S. Inc. (3636 South Geyer Road, Suite 100, St. Louis, MO 63127) in the not-to-exceed amount of $578,940. Funding for the inspection of large diameter mains will be from the Capital Improvement Program Water Fund (Account 513.71.7330.62145 - 417009), which has an FY 2017 budget of $650,000 for this project.

For Action

(A3.2) Purchase of Anthracite from Carbonite Filter Corporation

Staff recommends that City Council authorize the City Manager to execute a contract for the purchase of Anthracite (Bid No. 17-54) with Carbonite Filter Corporation (96 Hazle Street, Delano, PA, 18220) in the amount of $23,116.96. Funding for the purchase of Anthracite is from the Water Fund Account 510.40.4220.65085, which has a budget allocation of $85,000.00 for FY2017 and an YTD balance of $47,135.56.

For Action

(A3.3) Sale of Rock Salt to Evanston School District 202

Staff recommends City Council authorize the City manager to execute an agreement with Evanston School District 202 for the sale of rock salt in the amount of $52.08 per ton for the period November 15, 2017 to April 15, 2018. This price includes a 10% administration and handling fee. This price reflects a $4.25 decrease in price as the overall price of salt has decreased.

For Action

(A3.4) Sale of Rock Salt to Evanston School District 65

Staff recommends City Council authorize the City manager to execute an agreement with Evanston School District 65 for the sale of rock salt in the amount of $52.08 per ton for the period November 15, 2017 to April 15, 2018. This price includes a 10% administration and handling fee. This price reflects a $4.25 decrease in price as the overall price of salt has decreased.

For Action
(A3.5) **Purchase of Rental Registration/Inspection Software from GovSense and NetSuite-Oracle**

Staff recommends City Council authorize the City Manager to execute an agreement with GovSense (2500 Northwinds Pkwy Suite 280, Alpharetta, GA 30009) and NetSuite-Oracle (500 Oracle Parkway, Redwood Shore, CA 94065) to provide a Rental Inspection and Registration Software for the City of Evanston. The total cost of software platform, licenses and support in year 1 will be $21,960.58 and $21,356.18 in year 2. There is a one-time implementation, customization and training cost (based on time and materials) capped at $18,500. The initial term will be set at two years with an option to renew for an additional two years. The funding for this project will derive from the Local Health Protection Grant (Account 100.24.2435.62474) and Community Development Block Grant (Account 215.21.5220.66131).

**For Action**

(A4) **Resolution 83-R-17, Collective Bargaining Agreement with AFSCME**

Staff recommends City Council adoption of Resolution 83-R-17 authorizing the City Manager to execute a collective bargaining agreement with the American Federation of State, County and Municipal Employees (AFSCME) bargaining unit effective January 1, 2017 through December 31, 2018. City Council approval will ratify the tentative agreements executed throughout the negotiation process.

**For Action**

(A5) **Resolution 71-R-17, Approving an Open Data Policy for the City of Evanston**

Staff recommends City Council adoption of Resolution 71-R-17, approving the Open Data Policy for the City of Evanston. The policy will demonstrate the City's ongoing commitment to open data, transparency and efficient city services.

**For Action**

(A6) **Resolution 80-R-17, Accepting Grant Awards for Senior Meal Program at Levy Senior Center and Fleetwood-Jourdain Community Center.**

Staff recommends City Council adoption of Resolution 80-R-17 authorizing the City Manager to sign notification of grant awards to fund and operate a congregate senior meal program at the Levy Senior Center and Fleetwood-Jourdain Community Center. This is a reimbursement program in which the total amount of reimbursement the City will receive is solely dependent upon the number of lunches served. The City’s estimated reimbursement is calculated using the highest daily participation level stated in our application. Funding for this program is budgeted in various line items in the Fleetwood-Jourdain Business Unit 100.30.3040 and Levy Center Business Unit 100.30.3055. Overall budgeted expenses for the 2017/18 program are projected at $88,784. Staff projects meal donations of $7,800. The City will provide a local cash match of $22,464 of the $88,784 if the projection for donations is met, and less if it is exceeded.

**For Action**
(A7) **Resolution 78-R-17, Franchise Agreement with Collective Resource, Inc. for Collection, Transportation and Disposal of Food Scrap**
Staff recommends that City Council adopt Resolution 78-R-17, authorizing the City Manager to negotiate and execute a Franchise Agreement with Collective Resource, Inc. (803 Elmwood Avenue, Evanston, IL) to provide a stand-alone food scrap program for all voluntarily participating commercial and residential properties within the City of Evanston.
For Action

(A8) **Ordinance 107-O-17, Decreasing the Number of Class D Liquor Licenses for Jilly’s Cafe located at 2614 Green Bay Road**
Local Liquor Commissioner recommends City Council adoption of Ordinance 107-O-17, decreasing the number of authorized Class D liquor licenses for D.N. Marian, Inc. d/b/a Jilly’s Cafe located at 2614 Green Bay Road. D.N. Marian, Inc. d/b/a Jilly’s Cafe no longer is the owner of the premises as it was sold to a new corporate entity.
For Introduction

(A9) **Ordinance 108-O-17, Increasing the Number of Class D Liquor Licenses for Jilly’s Cafe located at 2614 Green Bay Road**
Local Liquor Commissioner recommends City Council adoption of Ordinance 108-O-17, increasing the number of Class D liquor licenses for Suathan, LLC d/b/a Jilly’s Cafe located at 2614 Green Bay Road. The new corporate entity submitted an application for a Class D license under the new ownership.
For Introduction

(A10) **Ordinance 109-O-17, Increasing the Number of Class C Liquor Licenses for Rock n’ Ravioli located at 1012 Church Street**
Local Liquor Commissioner recommends City Council adoption of Ordinance 109-O-17, increasing the number of Class C liquor licenses for RNR Evanston, LLC d/b/a Rock n’ Ravioli located at 1012 Church Street. Alderman Wilson has requested suspension of the rules for Introduction and Action at the October 23 2017 City Council meeting.
For Introduction and Action

(A11) **Ordinance 118-O-17, Amending Subsection 3-4-6(C) of the City Code to Allow Class C Liquor Licenses the Sale of Alcoholic Liquor to Registered Hotel Guests**
Local Liquor Commissioner recommends City Council adoption of Ordinance 155-O-16, authorizing the sale of alcoholic liquor to registered guests of the hotel from which Class C license holders lease space.
For Action
(A12) **Ordinance 110-O-17, Decreasing the Number of Class D Liquor Licenses for Farmhouse located at 703 Church Street**
Local Liquor Commissioner recommends City Council adoption of Ordinance 110-O-17, decreasing the number of Class D liquor licenses for Farmhouse Evanston, LLC, d/b/a Farmhouse located at 703 Church Street. Farmhouse Evanston, LLC would like to change to a Class C liquor license.
For Introduction

(A13) **Ordinance 111-O-17, Increasing the Number of Class C Liquor Licenses for Farmhouse located at 703 Church Street**
Local Liquor Commissioner recommends City Council adoption of Ordinance 111-O-17, increasing the number of Class C liquor licenses for Farmhouse Evanston, LLC, d/b/a Farmhouse located at 703 Church Street.
For Introduction

(A14) **Ordinance 114-O-17, Decreasing the Number of Class D Liquor Licenses for Sam’s Chicken & Ribs, Pizza located at 1639 Orrington Avenue**
Local Liquor Commissioner recommends City Council adoption of Ordinance 114-O-17, decreasing the number of authorized Class D liquor licenses for TMC Foods, Inc., doing business as Sam’s Chicken & Ribs, Pizza located at 1639 Orrington Ave., as the business has closed. Staff recommends suspension of the rules for Introduction and Action at the October 23, 2017 City Council meeting.
For Introduction and Action

(A15) **Ordinance 105-O-17, Amending City Code Section 10-11-9, Schedule IX, “Prohibited Parking at Certain Times” on Kedzie Street**
The Transportation/Parking Commission and staff recommend that the City Council adopt Ordinance 105-O-17, amending of City Code Section 10-11-9(H), Prohibited Parking at Certain Times to read: Kedzie Street. North Side, Sheridan Road east to dead end; 9 p.m. to 6 a.m., May 1 to September 30 and 11 p.m. to 6 a.m. October 1 to April 30.
For Introduction

(A16) **Ordinance 106-O-17, Amending City Code 10-11-18, Schedule XVIII, “Residents Parking Only Districts” by Adding (R) “District R: Twenty-four (24) hours daily, seven (7) days per week” for Sheridan Square**
The Transportation/Parking Commission and staff recommend that the City Council adopt Ordinance 106-O-17, amending of City Code Section 10-11-18(P), Resident Only Parking District ‘R’, 9 p.m. to 6 a.m. daily adding: 22 diagonal parking spaces on the east side of Sheridan Square as Residential Parking Only as a 24-hour restriction.
For Introduction
PLANNING & DEVELOPMENT COMMITTEE

(P1) **Granting Vacation Rental License for 2120 Madison Place**
Staff recommends approval of a Vacation Rental License for the property located at 2120 Madison Place. The Vacation Rental meets all of the Standards and Procedures for license approval.

**For Action**

(P2) **Granting Vacation Rental License for 1612 Main Street**
City staff recommends approval of a Vacation Rental License for the property located at 1612 Main Street. The Vacation Rental meets all of the Standards and Procedures for license approval.

**For Action**

(P3) **Resolution 82-R-17 to Accept Planning Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning for the 2020-2024 Assessment of Fair Housing**
The Housing and Community Development Act Committee and staff recommend approval by City Council of Resolution 82-R-17 to Accept Planning Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning (CMAP) for the 2020-2024 Assessment of Fair Housing (AFH). The City is required to perform an AFH prior to its 2020-2024 Consolidated Plan in order to continue to receive its federal entitlement grants. The City would contribute $13,000 of the total AFH budget of $287,000. Funding is from the City’s 2017 and 2018 Community Development Block Grant (CDBG) under CDBG Administration Account 215.21.5220.62490.

**For Action**

(P4) **Ordinance 115-O-17, Granting a Special Use for a Commercial Indoor Recreation Facility, Spenga, at 1026 Davis Street**
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 115-O-17 granting special use approval for a Commercial Indoor Recreation Facility, Spenga, at 1026 Davis Street in the D2 Downtown Retail Core District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. **Alderman Wilson requests suspension of the rules for introduction and adoption at the October 23, 2017 City Council meeting.**

**For Introduction and Action**
(P5) **Ordinance 88-O-17, Granting a Special Use for a Type 2 Restaurant, Nic’s Organic Fast Food, a Drive-Through, Active Ground-Floor Use, & Major Zoning Relief at 2628 Gross Point Rd.**

The Zoning Board of Appeals and City staff recommend adoption of Ordinance 88-O-17 granting special use approval for a Type 2 Restaurant, Nic’s Organic Fast Food, a Drive-Through facility, a Type 2 Restaurant as an Active Ground-Floor Use, and major zoning relief for a 20’ rear yard setback, reduced pedestrian areas fronting Crawford Ave. and Gross Point Rd., and reduced fenestration/sill height on the Crawford Ave. façade, at 2628 Gross Point Rd. The applicant has complied with all other zoning requirements, and meets all of the standards for special use and major variation in the B1a Business District and the oCSC Central Street Overlay District. **88-O-17 was continued on October 9, 2017 to October 23, 2017. Applicant requests that the Ordinance be held until November 13, 2017, and staff has no objections.**

**For Introduction**

(P6) **Ordinance 103-O-17, Special Use Permit for Planned Development Located at 1450-1508 Sherman Avenue in the D4 Downtown Transition District**

The Plan Commission and staff recommend adoption of Ordinance 103-O-17 for approval of the Planned Development to construct a 15-story, 273-unit residential building with 6,800 square feet of ground floor commercial space, and 200 parking spaces. The Plan Commission’s recommendation was based on a previous version of the development plan for a 16-story, 286-unit residential building with 9,321 square feet of ground floor commercial space, and 186 parking spaces located at 1450-1508 Sherman Avenue. The development includes four (4) site development allowances. The Ordinance was held on October 9, 2017 until October 23, 2017, and the corresponding transmittal memorandum has been updated to reflect the revised proposal.

**For Introduction**

**APPOINTMENTS**

(APP1)**For Appointment:**

Animal Welfare Board - Kristi Bachmann
Animal Welfare Board - Dawn Davis-Zeinemann

Firefighter’s Pension Board - Elisa Spain

**For Action**

(VIII) **Call of the Wards**

(Aldermen shall be called upon by the Mayor to announce or provide information about any Ward or City matter which an Alderman desires to bring before the Council.) {Council Rule 2.1(10)}
MEETINGS SCHEDULED THROUGH NOVEMBER 15, 2017
Upcoming Aldermanic Committee Meetings

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<tr>
<th>Date</th>
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<td>Special City Council - Budget Hearing</td>
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<td>10/30/2017</td>
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<td>Special City Council - Affordable Housing</td>
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<td>Special City Council - Budget Discussion</td>
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<td>11/13/2017</td>
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<td>Administration &amp; Public Works, Planning &amp; Development, City Council</td>
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Information is available about Evanston City Council meetings at: www.cityofevanston.org/citycouncil. Questions can be directed to the City Manager’s Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager’s Office 48 hours in advance so that arrangements can be made for the accommodation if possible.
Memorandum

To: Honorable Mayor and Members of the City Council

From: W. Grant Farrar, Corporation Counsel

Subject: Resolution 84-R-17, Designating the Evanston City Clerk as the City’s Freedom of Information Act Officer

Date: October 23, 2017

Recommended Action:
Staff recommends approval of Resolution 84-R-17 designating the City’s Freedom of Information Act (“FOIA”) Officer.

Livability Benefit:

Funding Source:
N/A

Summary:
This Resolution replaces Resolution 43-R-14 which previously named City Clerk Rodney Greene and Deputy City Clerk’s Leticia Blackman and Akasha Terrier as the City’s FOIA officers. Pursuant to Section 5 ILCS 140/3.5, and as confirmed by this Resolution, the City Clerk continues on as the City’s FOIA Officer.

Legislative History:
The Rules Committee recommended for further legislative action the designation of the City Clerk as the City’s FOIA Officer on October 17, 2017.

Attachment:
Resolution 84-R-17
84-R-17

A RESOLUTION

Designating the Freedom of Information Act Officer for the City of Evanston

WHEREAS, the City of the Evanston (the “City”) is a “public body” within the purview of the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. (“FOIA”) and responds to requests made for public records under FOIA; and

WHEREAS, in accordance with Section 3.5 of FOIA, the City designates its Freedom of Information Act officer(s); and

WHEREAS, the City Council designates the City Clerk as the City’s Freedom of Information Act officer,

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

SECTION 1: The foregoing recitals are incorporated herein as findings of the City Council of the City of Evanston, Illinois.

SECTION 2: The Evanston City Clerk is designated as the Freedom of Information Act Officer for the City of Evanston. The Evanston City Clerk is directed to comply with all sections of FOIA.

SECTION 3: This designation supersedes and replaces the designation in Resolution 43-R-14.

SECTION 4: This Resolution 84-R-17 is effective immediately.
Attest:

Devon Reid, City Clerk

Adopted: ______________________, 2017

_______________________________
Stephen H. Hagerty, Mayor
To: Wally Bobkiewicz, City Manager
   Honorable Mayor and Members of the City Council

From: Martin Lyons, Assistant City Manager/CFO
      Karen Danczak-Lyons, Library Director
      Lara Biggs, P.E., Bureau Chief – Capital Planning/ City Engineer

Subject: Budget Presentation on 2018 Capital Improvement Program

Date: October 23, 2017

Staff will provide a presentation on the proposed 2018 Capital Improvement Program and seek feedback via discussion. The following issues are proposed to be included in the discussion:

1. Summary of 2018 Capital Improvement Program
2. Modification to existing sidewalk repair/replacement policy on street resurfacing and water main projects in order to fully implement the Complete & Green Streets Policy
3. Ongoing 50/50 Alley Improvement backlog
4. Potential deferment of projects to reduce 2018 G.O. Bond issue
5. City debt review
6. Main Library renovation project
CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, October 16th, 2017

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

  Alderman Revelle
  Alderman Rainey
  Alderman Fleming
  Alderman Suffredin

(9)

Absent:

Presiding: Mayor Stephen Hagerty
**Mayor’s Public Announcements**

Mayor Hagerty Announcements and Proclamation: October is Domestic Violence Awareness Month. Bird Sanctuary in partnership with Rotary International is planting trees to bring back wildlife in Evanston.

**City Manager’s Public Announcements**

City Manager Wally Bobkiewicz Announcement: 3CMA honored 2 Silver Circle Savvy Awards for the work provided by Martha Logan, Patrick Dennigan and others. Fight Like A Girl campaign. Domestic Violence Awareness Month and YWCA conducting “Purple Purse” campaign to raise funds.

**City Clerk’s Communications**

City Clerk had 1 Communications: No Announcement

**Public Comment**

- **Sergio Hernandez**
  - Thanks City Council for making the commitment for protecting of immigrants through the “Welcoming Ordinance” but asks to implementation of protecting individuals from deportation

- **Junad Rizky**
  - Believes City Staff is presenting misinformation on Peckish Pig restaurant

- **Kris Davis**
  - Previous City Clerk that discussed change in the Clerk’s Office

- **Alex Morgan**
  - In favor of paying a few cents for the Lyft corporation proposition

- **James Genden**
  - City Clerk’s office “hiring and firing” powers and proposition to resolving the issue.

- **Ted Smukler**
  - Concerns about the wording of Ordinance in regards to the “Equity and Empowerment Committee”

- **Priscilla Giles**
  - Wants to remind City Council when voting they are representing the less fortunate in the community.
Betty Ester Wants a proposal to address the concerns on how the Evanston Police will handle interaction with the African-American community

Jackie Prince The problem with being homeless in Evanston and being to provide better service to those affected.

**Special Order of Business**

**(SP1) Approval of September 18, September 25, October 2, October 4 and October 9 City Council Meeting Minutes**


**For Action**

*Approved 9-0*

**(SP2) Authorization and Budget Allocation for Hiring Special Legal Counsel**

City Clerk City Clerk Reid requested that 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**

*Item removed from Agenda*

*Corporation Counsel directed to produce a memo on hiring of Deputy Clerk's.*

**(SP3) Howard Street Economic Development Report- Peckish Pig and Ward Eight**

City Council received the Howard Street Economic Development Report and file as requested by Alderman Rainey.

**For Action:**

*Accepted and Placed on File (9-0)*

**(SP4) Resolution 81-R-17, Collective Bargaining Agreement with the Fraternal Order of Police – Officers**

City Council approved of Resolution 81-R-17 to authorize the City Manager to execute a collective bargaining agreement with the Fraternal Order of Police – Officers bargaining unit effective January 1, 2017 through December 31, 2018.
City Council approval will ratify the tentative agreements executed throughout the negotiation process.

For Action
Passes 9-0

(SP5) Ordinance 85-O-17, Creating Title 2, Chapter 12 of the City Code Forming an “Equity and Empowerment Commission”

City Council adopted Ordinance 85- O-17, Amending Title 2, Chapter 12 of the Evanston City Code, which creates the Equity & Empowerment Commission.

For Action
Passes 9-0

(SP6) For Appointment:

Climate Action and Resilience Plan Working Group
  Likwan Cheng
Climate Action and Resilience Plan Working Group
  Jack Darin
Climate Action and Resilience Plan Working Group
  Robert Dean
Climate Action and Resilience Plan Working Group
  Joel Freeman
Climate Action and Resilience Plan Working Group
  Jerri Garl
Climate Action and Resilience Plan Working Group
  Vickie Jacobsen
Climate Action and Resilience Plan Working Group
  Emily Lawrence
Climate Action and Resilience Plan Working Group
  Sarah Lovinger
Climate Action and Resilience Plan Working Group
  Lauren Marquez-Viso
Climate Action and Resilience Plan Working Group
  Gabriela Martin
Climate Action and Resilience Plan Working Group
  John Moore
Climate Action and Resilience Plan Working Group
  Mariana Oliver
Climate Action and Resilience Plan Working Group
  Judy Pollock
Climate Action and Resilience Plan Working Group
  Gajan Sivandran
Climate Action and Resilience Plan Working Group
  Lonnie Wilson
Climate Action and Resilience Plan Working Group
  Christopher
Kucharczyk
Citizen Police Complaint Assessment Committee, Chair
  Matthew Mitchell –

For Action
Approved 9-0

(SP7) 2018 Proposed Budget

City Council presented a summary of the 2018 Proposed Budget as the beginning of the complete review through November.

For Discussion
Call of the Wards

Ward 1: 1st Ward Meeting on October 24th at the Marion at 7 p.m. and congratulations to Northwestern 6th place in the National competition held by the Department of Energy. Watch

Ward 2: Thanks to Mayor and residents to welcoming the new business Sharper Edge and 4th and 2nd Ward meeting on October 26th at the Crown Center at 7:30 p.m. Watch

Ward 3: 3rd Ward Meeting on Thursday October 26th at Lincoln school from 7 to 8:80 p.m. Watch

Ward 4: 4th and 2nd Ward meeting on October 26th at the Crown Center at 7:30 p.m. Watch

Ward 5: 5th Ward Meeting at Gib Morrison and participate in Breast Cancer Awareness Watch

Ward 6: 6th and 7th Ward meeting at Three Crowns November 2nd at 7 p.m. to discuss Budget. Watch

Ward 7: No Report Watch

Ward 8: Had an 8th and 9th ward meeting with City Manager. Upcoming capital fundraiser at Peckish Pig for project on Howard St. Watch

Ward 9: Thanks residents for attending join Ward meeting. Welcomed Ice House Gallery that just opened. Reminder to be courteous to bikers Watch

Adjournment

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned.
ADMINISTRATION & PUBLIC WORKS COMMITTEE
Monday, October 23, 2017
6:00 p.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston
James C. Lytle Council Chambers

AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN RAINEY, CHAIR

II. APPROVAL OF MINUTES OF REGULAR MEETING OF OCTOBER 9, 2017

(A1) Payroll – September 18, 2017 through October 1, 2017 $ 2,689,086.27

(A2.1) Bills List – October 24, 2017
Credit Card Activity (not including Amazon purchases) -
Period Ending August 31, 2017 $ 185,912.08

(A2.2) Amazon Credit Card Activity – Period ending August 31, 2017 $ 11,558.41

For Action

(A3.1) Agreement with Pure Technologies U.S. Inc. for City of Evanston’s Inspection of Large Diameter Water Mains
Staff recommends City Council authorize the City Manager to execute an agreement for the City of Evanston’s Inspection of Large Diameter Water Mains (RFP 17-51) with Pure Technologies U.S. Inc. (3636 South Geyer Road, Suite 100, St. Louis, MO 63127) in the not-to-exceed amount of $578,940. Funding for the inspection of large diameter mains will be from the Capital Improvement Program Water Fund (Account 513.71.7330.62145 - 417009), which has an FY 2017 budget of $650,000 for this project.

For Action

(A3.2) Purchase of Anthracite from Carbonite Filter Corporation
Staff recommends that City Council authorize the City Manager to execute a contract for the purchase of Anthracite (Bid No. 17-54) with Carbonite Filter Corporation (96 Hazle Street, Delano, PA, 18220) in the amount of $23,116.96. Funding for the purchase of Anthracite is from the Water Fund Account 510.40.4220.65085, which has a budget allocation of $85,000.00 for FY2017 and an YTD balance of $47,135.56.

For Action
(A3.3) Sale of Rock Salt to Evanston School District 202
Staff recommends City Council authorize the City manager to execute an agreement with Evanston School District 202 for the sale of rock salt in the amount of $52.08 per ton for the period November 15, 2016 to April 15, 2017. This price includes a 10% administration and handling fee. This price reflects a $4.25 decrease in price as the overall price of salt has decreased.
For Action

(A3.4) Sale of Rock Salt to Evanston School District 65
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For Action

(A3.5) Purchase of Rental Registration/Inspection Software from GovSense and NetSuite-Oracle
Staff recommends City Council authorize the City Manager to execute an agreement with GovSense (2500 Northwinds Pkwy Suite 280, Alpharetta, GA 30009) and NetSuite-Oracle (500 Oracle Parkway, Redwood Shore, CA 94065) to provide a Rental Inspection and Registration Software for the City of Evanston. The total cost of software platform, licenses and support in year 1 will be $21,960.58 and $21,356.18 in year 2. There is a one-time implementation, customization and training cost (based on time and materials) capped at $18,500. The initial term will be set at two years with an option to renew for an additional two years. The funding for this project will derive from the Local Health Protection Grant (Account 100.24.2435.62474) and Community Development Block Grant (Account 215.21.5220.66131).
For Action

(A4) Resolution 83-R-17, Collective Bargaining Agreement with AFSCME
Staff recommends City Council adoption of Resolution 83-R-17 authorizing the City Manager to execute a collective bargaining agreement with the American Federation of State, County and Municipal Employees (AFSCME) bargaining unit effective January 1, 2017 through December 31, 2018. City Council approval will ratify the tentative agreements executed throughout the negotiation process.
For Action

(A5) Resolution 71-R-17, Approving an Open Data Policy for the City of Evanston
Staff recommends City Council adoption of Resolution 71-R-17, approving the Open Data Policy for the City of Evanston. The policy will demonstrate the City’s ongoing commitment to open data, transparency and efficient city services.
For Action
(A6) Resolution 80-R-17, Accepting Grant Awards for Senior Meal Program at Levy Senior Center and Fleetwood-Jourdain Community Center.
Staff recommends City Council adoption of Resolution 80-R-17 authorizing the City Manager to sign notification of grant awards to fund and operate a congregate senior meal program at the Levy Senior Center and Fleetwood-Jourdain Community Center. This is a reimbursement program in which the total amount of reimbursement the City will receive is solely dependent upon the number of lunches served. The City’s estimated reimbursement is calculated using the highest daily participation level stated in our application. Funding for this program is budgeted in various line items in the Fleetwood-Jourdain Business Unit 100.30.3040 and Levy Center Business Unit 100.30.3055. Overall budgeted expenses for the 2017/18 program are projected at $88,784. Staff projects meal donations of $7,800. The City will provide a local cash match of $22,464 of the $88,784 if the projection for donations is met, and less if it is exceeded.

For Action

(A7) Resolution 78-R-17, Franchise Agreement with Collective Resources, Inc. for Collection, Transportation and Disposal of Food Scrap
Staff recommends that City Council adopt Resolution 78-R-17, authorizing the City Manager to negotiate and execute a Franchise Agreement with Collective Resources, Inc. (803 Elmwood Avenue, Evanston, IL) to provide a stand-alone food scrap program for all voluntarily participating commercial and residential properties within the City of Evanston.

For Introduction

(A8) Ordinance 107-O-17, Decreasing the Number of Class D Liquor Licenses for Jilly’s Cafe located at 2614 Green Bay Road
Local Liquor Commissioner recommends City Council adoption of Ordinance 107-O-17, decreasing the number of authorized Class D liquor licenses for D.N. Marian, Inc. d/b/a Jilly’s Cafe located at 2614 Green Bay Road. D.N. Marian, Inc. d/b/a Jilly’s Cafe no longer is the owner of the premises as it was sold to a new corporate entity.

For Introduction

(A9) Ordinance 108-O-17, Increasing the Number of Class D Liquor Licenses for Jilly’s Cafe located at 2614 Green Bay Road
Local Liquor Commissioner recommends City Council adoption of Ordinance 108-O-17, increasing the number of Class D liquor licenses for Suathan, LLC d/b/a Jilly’s Cafe located at 2614 Green Bay Road. The new corporate entity submitted an application for a Class D license under the new ownership.

For Introduction
(A10) Ordinance 109-O-17, Increasing the Number of Class C Liquor Licenses for Rock n’ Ravioli located at 1012 Church Street
Local Liquor Commissioner recommends City Council adoption of Ordinance 109-O-17, increasing the number of Class C liquor licenses for RNR Evanston, LLC d/b/a Rock n’ Ravioli located at 1012 Church Street. Alderman Wilson has requested suspension of the rules for Introduction and Action at the October 23, 2017 City Council meeting.
For Introduction and Action

(A11) Ordinance 118-O-17, Amending Subsection 3-4-6(C) of the City Code to Allow Class C Liquor Licenses the Sale of Alcoholic Liquor to Registered Hotel Guests
Local Liquor Commissioner recommends City Council adoption of Ordinance 155-O-16, authorizing the sale of alcoholic liquor to registered guests of the hotel from which Class C license holders lease space.
For Action

(A12) Ordinance 110-O-17, Decreasing the Number of Class D Liquor Licenses for Farmhouse located at 703 Church Street
Local Liquor Commissioner recommends City Council adoption of Ordinance 110-O-17, decreasing the number of Class D liquor licenses for Farmhouse Evanston, LLC, d/b/a Farmhouse located at 703 Church Street. Farmhouse Evanston, LLC would like to change to a Class C liquor license.
For Introduction

(A13) Ordinance 111-O-17, Increasing the Number of Class C Liquor Licenses for Farmhouse located at 703 Church Street
Local Liquor Commissioner recommends City Council adoption of Ordinance 111-O-17, increasing the number of Class C liquor licenses for Farmhouse Evanston, LLC, d/b/a Farmhouse located at 703 Church Street.
For Introduction

(A14) Ordinance 114-O-17, Decreasing the Number of Class D Liquor Licenses for Sam’s Chicken & Ribs, Pizza located at 1639 Orrington Avenue
Local Liquor Commissioner recommends City Council adoption of Ordinance 114-O-17, decreasing the number of authorized Class D liquor licenses for TMC Foods, Inc., doing business as Sam’s Chicken & Ribs, Pizza located at 1639 Orrington Ave., as the business has closed. Staff recommends suspension of the rules for Introduction and Action at the October 23, 2017 City Council meeting.
For Introduction and Action
(A15) Ordinance 105-O-17, Amending City Code Section 10-11-9, Schedule IX, “Prohibited Parking at Certain Times” on Kedzie Street
The Transportation/Parking Commission and staff recommend that the City Council adopt Ordinance 105-O-17, amending of City Code Section 10-11-9(H), Prohibited Parking at Certain Times to read: Kedzie Street. North Side, Sheridan Road east to dead end; 9 p.m. to 6 a.m., May 1 to September 30 and 11 p.m. to 6 a.m. October 1 to April 30.
For Introduction

(A16) Ordinance 106-O-17, Amending City Code 10-11-18, Schedule XVIII, “Residents Parking Only Districts” by Adding (R) “District R: Twenty-four (24) hours daily, seven (7) days per week” for Sheridan Square
The Transportation/Parking Commission and staff recommend that the City Council adopt Ordinance 106-O-17, amending of City Code Section 10-11-18(P), Resident Only Parking District ‘R’, 9 p.m. to 6 a.m. daily adding: 22 diagonal parking spaces on the east side of Sheridan Square as Residential Parking Only as a 24-hour restriction.
For Introduction

III. ITEMS FOR CONSIDERATION

IV. ITEMS 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 6:07 p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF SEPTEMBER 25, 2017
Ald. Rainey moved to accept the Minutes of September 25, 2017 A&PW meeting as submitted, seconded by Ald. R. Simmons.

The Minutes of the September 25, 2017 A&PW meeting were approved unanimously 5-0.

III. ITEMS FOR CONSIDERATION
(A1) Payroll – September 4, 2017 through September 17, 2017 $ 2,767,523.41

(A2) Bills List – October 10, 2017 $ 4,548,967.93
For Action
Ald. Fleming moved to recommend approval of the payroll through September 17, 2017 in the amount of $2,767,523.41 and City of Evanston Bills through October 10, 2017 in the amount of $4,548,967.93, seconded by Ald. R. Simmons.

The Committee voted 5-0 to approve the payroll and bills.

(A3.1) Contract with Central Lakes Construction Company, Inc. for Fleetwood-Jourdain Center HVAC and Electrical Improvements
Staff recommends City Council authorize the City Manager to execute a contract for the Fleetwood-Jourdain Center HVAC and Electrical Improvements with Central Lakes Construction Company, Inc. (749 Pinecrest Drive, Prospect Heights, IL) in the amount of $1,988,485.00. Funding is from the Capital Improvement Fund in the amount of $412,000 in 2016 General Obligation Bonds, $950,000 in 2017 General Obligation Bonds, and $584,000 in 2018 General Obligation Bonds (which the City Council will need to approve in the 2018
adopted budget). A further breakdown of funding can be found in the corresponding transmittal memorandum.

For Action
Ald. Rainey moved to recommend City Council authorize the City Manager to execute a contract for the Fleetwood-Jourdain Center HVAC and Electrical Improvements with Central Lakes Construction Company, Inc. in the amount of $1,988,485.00, seconded by Ald. Fleming.

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

(A3.2) Change Order No. 2 with Schroeder & Schroeder, Inc. for the 2017 Alley and Street Improvement Project
Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 to the 2017 Alley and Street Improvements project with Schroeder & Schroeder, Inc. (7306 Central Park, Skokie, IL 60076) in the amount of $131,880.25. This will increase the contract amount from $1,446,774.60 to $1,578,654.85 and provide a time extension of 195 days from November 17, 2017 to May 31, 2018, for only the work associated with this change order. Funding will be provided from four Capital Improvement Fund 2017 & 2018 General Obligation Bond Accounts, which are detailed on the corresponding transmittal memorandum.

For Action
Ald. Suffredin moved to recommend City Council authorize the City Manager to execute Change Order No. 2 to the 2017 Alley and Street Improvements project with Schroeder & Schroeder, Inc. in the amount of $131,880.25, increasing the contract amount from $1,446,774.60 to $1,578,654.85 and provide a time extension of 195 days from November 17, 2017 to May 31, 2018, seconded by Ald. Fleming.

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

(A3.3) Purchase of Trees and Planting Services from Suburban Tree Consortium
Staff recommends approval of the purchase of 239 trees and planting services for 115 trees from Suburban Tree Consortium in the amount of $54,367.00. Funding is from two sources. The first is a general fund line item in the Forestry Division budget – 100.40.4320.65005. The total budget is $135,000 with a current balance of $55,152.00, and is used for both the spring and fall planting seasons. The second source of funding is deposited into account 100.40.4320.65005 - the “Replant Express” program. This program allows residents to pay $250 (the cost of a 2.0” – 2.5” tree plus delivery) to be added to our planting list immediately, rather than waiting the two years it typically takes for a replacement tree. There are twenty-one additional trees being planted through this program which generated $5,250.00 in payments.

For Action
Ald. Rue Simmons moved to recommend City Council approval of the purchase of 239 trees and planting services for 115 trees from Suburban Tree Consortium in the amount of $54,367.00, seconded by Ald. Fleming.
The Committee voted unanimously 5-0 to approve the purchase.

(A3.4) January 1, 2017 Police and Firefighter Pension Actuarial Report
The Police Pension Board, Firefighter Pension Board and City Treasurer recommend that City Council review and approve the January 1, 2017 Actuarial Valuation for usage in the 2017 Tax Levy (receivable in 2018) for Police and Firefighter Pension funding purposes. The City Treasurer recommends approval of an increase of $421,742 to the Annual Required Contribution (ARC) to be included in the 2017 Tax Levy. This recommendation is based on no changes in actuarial assumptions from the January 1, 2016 actuarial study. Police and Firefighter Pension Boards recommend the Annual Actuarial Required Contribution (ARC) in the amount of $1,469,252. The increase in ARC is the result of a decrease from 6.5% to 6.25% for the assumed investment return rate. The current combined ARC is $18,385,909. This ARC is funded through a combination of Property Taxes and Personnel Property Replacement Taxes each year. The funding of this study is being split three ways for 2017. The Police Pension and Firefighters Pension will each pay $6,166 and the General Fund will pay $6,167 for this report at a total cost of $18,500.

For Action
Ald. Fleming moved to recommend City Council review and approve the January 1, 2017 Actuarial Valuation for usage in the 2017 Tax Levy (receivable in 2018) for Police and Firefighter Pension funding purposes, seconded by Ald. Rainey.

Assistant City Manager Martin Lyons discussed the process of completing the report with the two Pension Board presidents and the actuarial. The pensions and the City have a difference of opinion on whether to move the interest assumption from the current 6.5% to 6.25%, which would add $1,047,510 to the 2017 levy payable in 2018.

Jason Franken, Foster & Foster Actuarial explained that last year’s investment assumption was 6.5% and the City’s recommended minimum funding contribution was $10,237,200 for Police and $8,148,709 for Fire. At a 6.25% investment assumption the recommended contribution would be $11,083,443 for Police and $8,771,718 for Fire. Mr. Franken recommended lowering the assumption to be more realistic. He noted that it is a "pay now or pay later" situation.

Fire Pension Board President Deron Daugherty presented a Powerpoint with highlights that included:
- Establishing a Fire Impact Fee for all new construction over 10,000 sq. ft.
- Pension obligation bonds
- Start a formal inquiry into funding methods to address unfunded liabilities of the Police and Firefighter's pension funds

At Ald. Rainey's inquiry, Fire Pension Board President Daugherty noted that in 2016 Fire members contributed approximately (9.455%) $997,000 and the City
contributed $7 million. Police members contributed (9.91%) $1.7 million and the City contributed $9.4 million.

Ald. Rainey asked if members of each pension fund can contribute additional dollars. She cannot support another tax hike. Assistant City Manager Lyons explained that under state statute members cannot contribute more. He recommended forming a subcommittee with the actuarial, the pension boards and their financial advisors to develop a full report to look at other options.

Ald. Fleming supports the recommendation to move forward with a full analysis. Assistant City Manager Lyons will bring a full report back to the Committee on a third Monday in January or February.

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

(A3.5) Agreement with Municode, Inc. to Provide a Centralized Cashiering System
Staff recommends City Council authorize the City Manager to execute an agreement with Municode, Inc. to provide a centralized cashiering system for the City of Evanston. The contract is a cost per credit card transaction model, which means the City only pays an expense when a credit card transaction occurs at $0.55 per payment. Based on 2016 payment data, the City is estimating an annualized cost of $56,179. As noted in the August 14, 2017 report to Council to approve Passport Parking, the total budget for cashiering and online payment systems is $320,000. This purchase combined with the previous approval will bring total estimated expenses to $316,179 for 2018 on an annualized basis. Funding will be from the Revenue & Collections Account 100.15.1560.62449, with a FY17 budget of $320,000. Some of these costs will also be distributed to the Water Fund, Sewer Fund and Parking Fund once the system is operational. A detailed list of these accounts can be found on the corresponding transmittal memorandum.

For Action
Ald. Rainey moved to recommend City Council authorize the City Manager to execute an agreement with Municode, Inc. to provide a centralized cashiering system for the City of Evanston, seconded by Ald. Rue Simmons.

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

(A3.6) 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
Ald. Suffredin moved to recommend 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. 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 and the award of a waste characterization study to Groot Industries, Inc. in the amount of $8,800.00 for a study to be completed within 12-months of contract award, seconded by Ald. Rainey.

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

(A3.7) Contract Award to Lakeshore Recycling Systems for Condo Refuse 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 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
Ald. Rue Simmons moved to recommend 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 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 and the award of a waste characterization study to Lakeshore Recycling Systems in the amount of $1,900.00 for a study to be completed within 12-months of contract award, seconded by Ald. Fleming.

The Committee voted unanimously 5-0 to approve the agreement and study.
(A3.8) Contract Award to Groot Industries, Inc. for Residential Yard Waste Collection
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 Groot Industries, Inc. (2500 Landmeier Rd, Elk Grove Village, 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 $655,134.10. 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 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 Groot Industries, Inc. 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 $655,134.10 for the service year starting on November 1, 2017 and ending on October 31, 2018, seconded by Ald. Rue Simmons.

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

(A3.9) Solid Waste Fund Analysis
Staff recommends that City Council continue discussion on suggested sanitation service charge amendments and provide direction on how to proceed.
For Action
Ald. Rainey moved to recommend City Council approve the proposed sanitation service charge to property tax bills, seconded by Ald. Rue Simmons.

Public Works Agency Director David Stoneback presented three options to eliminate the General Fund transfer to the Solid Waste Fund which included various models of property tax and sanitation charge increases.

The Committee voted unanimously 5-0 to recommend the addition of the proposed charges to the tax bill.

(A4) Resolution 76-R-17, Authorizing the City Manager to Enter into a Two and One Half Month Lease Agreement with Mudlark Theater Company for the Noyes Street Theater
Staff recommends approval of Resolution 76-R-17 authorizing the City Manager to enter into an agreement for a two and one-half month lease terms with Mudlark Theatre to lease theatre space at the Noyes Cultural Arts Center.
For Action
Ald. Suffredin moved to recommend City Council approval of Resolution 76-R-17 authorizing the City Manager to enter into an agreement for a two
and one-half month lease terms with Mudlark Theatre to lease theatre space at the Noyes Cultural Arts Center, seconded by Ald. Rainey.

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

IV. PUBLIC COMMENT
Junad Rizki voiced concerns about the City’s budget difficulties, water department transfers, Police and Fire Pensions and the Robert Crown project.

V. ITEMS FOR DISCUSSION
(APW1) Overtime Report from Departments
Staff recommends review of Department overtime reports from July 24 to August 20 pay periods.  
For Discussion

(APW2) Overtime Report from Departments
Staff recommends review of Department overtime reports from August 21 to September 19 pay periods.  
For Discussion

V. COMMUNICATIONS

VI. ADJOURNMENT
Ald. Fleming moved to adjourn at 7:28pm. Meeting adjourned.
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, Bills and Credit Card Activity

Date: October 18, 2017

Recommended Action:
Staff recommends approval of the City of Evanston Payroll, Bills List, and Credit Card Activity.

Summary:
Payroll – September 18, 2017 through October 1, 2017 $2,689,086.27
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – Oct 24, 2017 $3,194,482.03
General Fund Amount – Bills list $361,968.08

TOTAL AMOUNT OF BILLS LIST & PAYROLL $5,883,568.30

*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 (not including Amazon Purchases)
   - Period Ending August 31, 2017 $185,912.08

Attachments:
Bills List
August Credit Card Transactions
### 100 GENERAL FUND

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### CITY OF EVANSTON

#### BILLS LIST

**PERIOD ENDING 10.24.2017**

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**Total**

- **100 General Support Total**: 19,558.42
- **1400 City Clerk Total**: 1,507.49
- **1505 City Manager Total**: 1,700.00
- **1555 Financial Administration Total**: 144.56
- **1560 Revenue & Collections Total**: 2,693.19
- **1570 Accounting Total**: 6,363.18
- **1575 Purchasing Total**: 22.99
- **1580 Community Arts Total**: 22,950.00
- **1705 Legal Administration Total**: 6,638.38
- **1905 Adm Services- General Support Total**: 25.00
- **1929 Human Resource Division Total**: 12,897.00
- **1932 Information Technology Divi. Total**: 57,005.76
- **1941 Parking Enforcement & Tickets Total**: 2,522.50
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### CITY OF EVANSTON

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### CITY OF EVANSTON
**BILLS LIST**
**PERIOD ENDING 10.24.2017**

#### 5260 ECONOMIC DEVELOPMENT
- 63065 GOOD TO GO SUSHI CUISINE LLC
  - *CDBG BUSINESS LOAN* 25,000.00
- 63065 THE SWEET LIFE OF CORALIE LLC
  - *CDBG BUSINESS LOAN* 10,000.00

#### 5260 ECONOMIC DEVELOPMENT Total
35,000.00

#### 5275 PUBLIC FACILITIES
- 67045 YOUTH & OPPORTUNITY UNITED
  - CDBG DISBURSEMENT FOR HQ DEVELOPMENT SOFT COSTS 33,412.14
- 62915 OVER THE RAINBOW ASSC
  - CDBG DISBURSEMENT FOR REPAVING OF PARKING LOT 50,000.00

#### 5275 PUBLIC FACILITIES Total
83,412.14

#### 215 CDBG FUND Total
118,814.98

#### 240 HOME FUND
- 5430 HOME FUND
  - 65535 CONNECTIONS FOR THE HOMELESS
    - TBRA VOUCHERS 19,894.74

#### 240 HOME FUND Total
19,894.74

#### 320 DEBT SERVICE FUND
- 4116 2016 BOND PROJECTS
  - 616007 62145 CLARK DIETZ, INC.
    - FLEETWOOD HVAC & ELEC 6,974.75
  - 616023 62145 MOSHE CALAMARO & ASSOC
    - LEVY CENTER STRUCTURAL EVALUATION FOR SOLAR PANEL INSTALLATION 127.50
  - 616020 62145 TESKA ASSOCIATES, INC.
    - GIBBS MORRISON SITE IMPROVEMENTS 809.20

#### 415 CAPITAL IMPROVEMENTS FUND Total
1,108,186.33

#### 415 CAPITAL IMPROVEMENTS FUND
- 4117 2017 GO BOND/ISSUANCE
  - 417017 65515 SCHROEDER & SCHROEDER INC
    - 2017 ALLEY & STREET IMPROVEMENTS PROJECT 77,652.50
  - 417026 65515 SCHROEDER & SCHROEDER INC
    - 2017 ALLEY & STREET IMPROVEMENTS PROJECT 39,608.37
  - 417024 65515 MECHANICAL EQUIPMENT, INC.
    - HEAT EXCHANGER FOR FLEETWOOD BOILER 8,887.00
  - 415450 65515 CHRISTOPHER B. BURKE ENGINEERING, LTD.
    - SHERIDAN RD-CHICAGO AVE. PHASE III ENG SRVCS 70,254.13
  - 416535 62145 STANLEY CONSULTANTS INC.
    - MAIN ST CORRIDOR IMPROVEMENT PROJECT 25,630.20
  - 417024 62145 WISS, JANNEY, ELSTNER ASSOCIATES INC.
    - EMERGENCY STRUCTURAL ASSESSMENT SERVICES FOR SERVICE CENTER 8,200.00
  - 516004 62145 CHRISTOPHER B. BURKE ENGINEERING, LTD.
    - RFP 15-68, FOUNTAIN SQUARE RENOVATIONS 24,442.46
  - 417015 62145 CHRISTOPHER B. BURKE ENGINEERING, LTD.
    - STREETLIGHT MASTER PLAN 18,295.48

#### 4117 2017 GO BOND/ISSUANCE Total
630,311.51

- 4216 2016 CAPITAL FROM OTHER SOURCES
  - 416513 62145 STANLEY CONSULTANTS INC.
    - CENTRAL ST BRIDGE ENGINEERING SRVCS 30,495.31

#### 4216 2016 CAPITAL FROM OTHER SOURCES Total
30,495.31

#### 4217 2017 CP OTHER FUNDING SOURCES
- 417005 65515 SCHROEDER & SCHROEDER INC
  - 2017 ALLEY & STREET IMPROVEMENTS PROJECT 47,869.04
- 417017 65515 SCHROEDER & SCHROEDER INC
  - 2017 ALLEY & STREET IMPROVEMENTS PROJECT 190,746.71
- 417004 65515 CHANDLER-NEWBERGER CENTER
  - EMERGENCY STRUCTURAL ASSESSMENT SERVICES FOR SERVICE CENTER 8,200.00
- 516004 62145 CHRISTOPHER B. BURKE ENGINEERING, LTD.
  - RFP 15-68, FOUNTAIN SQUARE RENOVATIONS 24,442.46
- 417015 62145 CHRISTOPHER B. BURKE ENGINEERING, LTD.
  - STREETLIGHT MASTER PLAN 18,295.48

#### 4217 2017 CP OTHER FUNDING SOURCES Total
433,502.97

#### 415 CAPITAL IMPROVEMENTS FUND Total
1,108,186.33

#### 505 PARKING SYSTEM FUND
- 7005 PARKING SYSTEM MGT
  - 416500 65515 SCHROEDER & SCHROEDER INC
    - 2017 ALLEY & STREET IMPROVEMENTS PROJECT 31,976.94
  - 417024 65515 BUILDERS PAVING LLC
    - 2017 PARKING LOT IMPROVEMENT PROJECT 324,147.49
  - 62509 CURRIE MOTORS
    - 2 NEW FORD ESCAPES FOR PARKING DIVISION 43,846.00
  - 62603 MOTIVATE INTERNATIONAL, INC.
    - ONGOING FEES TO MOTIVATE TO BE PAID BY COE 11,319.15
  - 62431 DUNBAR ARMORED
    - ARMORED CAR SERVICES FOR THE CITY OF EVANSTON 5,518.20

#### 7005 PARKING SYSTEM MGT Total
160,497.64

- 7015 PARKING Lots & METERS
  - 62245 ANDERSON LOCK CO. LTD
    - EMERGENCY DOOR REPLACEMENT SHERMAN PLAZA GARAGE 3,519.07
  - 64005 COMED
    - UTILITIES-COMED 390.13
  - 65070 3C PAYMENT (USA) CORP
    - CREDIT AND DEBIT CARD TRANSACTION FEES SEPT 2017 1,295.53
  - 62375 CT/AB
    - MONTHLY RENT LOT 19 990.00

#### 7015 PARKING Lots & METERS Total
6,194.73

- 7025 CHURCH STREET GARAGE
  - 64005 CALL ONE
    - COMMUNICATIONS CHARGES 412.28
  - 62400 SP PLUS PARKING
    - PARKING LOT MANAGEMENT-3 DOWNTOWN PARKING GARAGES 23,617.75

#### 7025 CHURCH STREET GARAGE Total
24,030.03
## CITY OF EVANSTON
### BILLS LIST
#### PERIOD ENDING 10.24.2017

### 7036 SHERMAN GARAGE
- **64605 CALL ONE**: COMMUNICATIONS CHARGES 533.68
- **62509 AUTOMATED PARKING TECHNOLOGIES**: STOLEN KEYBOARD SHERMAN PLAZA 8/2017 370.00
- **62509 A & J SEWER SERVICE**: SHERMAN GARAGE SEWER SERVICE 4,055.00
- **62660 MB EVANSTON SHERMAN, L.L.C.**: SHARED MAINT COSTS SHERMAN PLAZA GARAGE, RETAIL AND CONDO 7,016.41
- **62425 THYSENKRUPP ELEVATOR**: ELEVATOR SERVICE & MAINTENANCE FOR SHERMAN PARKING GARAGE 9,512.76
- **62425 THYSENKRUPP ELEVATOR**: EMERGENCY SERVICE CALL SHERMAN PLAZA 7/6/2017 2,741.25
- **62400 SP PLUS PARKING**: PARKING LOT MANAGEMENT-3 DOWNTOWN PARKING GARAGES 53,424.00

### 7036 SHERMAN GARAGE Total
77,653.10

### 7037 MAPLE GARAGE
- **64015 NICOR**: UTILITIES- NICOR 303.65
- **64015 NICOR**: UTILITIES- NICOR 116.52
- **62509 CALL ONE**: COMMUNICATIONS CHARGES 987.92
- **62509 AUTOMATED PARKING TECHNOLOGIES**: MAPLE GARAGE - HOTEL PAY ON FOOT AND LPR REPAIR 310.50
- **62509 AUTOMATED PARKING TECHNOLOGIES**: PROXIMITY CARDS AND LABELS MAPLE GARAGE 1,304.00
- **62400 SP PLUS PARKING**: PARKING LOT MANAGEMENT-3 DOWNTOWN PARKING GARAGES 45,552.00

### 7037 MAPLE GARAGE Total
48,574.59

### 505 PARKING SYSTEM FUND Total
316,950.09

### 510 WATER FUND
#### 4200 WATER PRODUCTION
- **56140 ILLINOIS DEPT OF REVENUE**: *SALES TAX 764.00
- **62315 FEDERAL EXPRESS CORP.**: SHIPPING 36.51
- **64505 CALL ONE**: COMMUNICATIONS CHARGES 259.46
- **64540 BYTRONICS, INC., BASIN TECH CENTRE**: MONTHLY SUPPORT FOR DIGTRACK TICKETS 126.00
- **65095 OFFICE DEPOT**: OFFICE SUPPLIES 113.88

### 4200 WATER PRODUCTION Total
1,299.85

#### 4208 WATER BILLING
- **65070 WATER RESOURCES**: WATER METERS AND ACCESSORIES 9,848.00

### 4208 WATER BILLING Total
9,848.00

#### 4210 PUMPING
- **64015 NICOR**: UTILITIES- NICOR 695.81
- **65090 NORTH SHORE ENH OMEGA**: PULMONARY SURVEILLANCE EXAM 2,498.43

### 4210 PUMPING Total
3,295.24

#### 4220 FILTRATION
- **65015 JCI JONES CHEMICALS, INC.**: LIQUID CHLORINE 176.00
- **65015 POLYDYNE, INC.**: LIQUID CATIONIC POLYMER (PER SPEC) 13,129.88
- **64240 METROPOLITAN WATER RECLAMATION DISTRICT**: ANNUAL SLUDGE REMOVAL CHARGES 12,323.49

### 4220 FILTRATION Total
25,329.37

#### 4225 WATER OTHER OPERATIONS
- **62315 SEBIS DIRECT**: UTILITY BILL PRINT & MAIL 2,500.00
- **65080 ZIEBELL WATER SERVICE PRODUCTS INC**: B-BOXES FOR RE SALE 1,796.15

### 4225 WATER OTHER OPERATIONS Total
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#### 4540 DISTRIBUTION MAINTENANCE
- **62210 ON TRACK FULFILLMENT INC.**: RPZ POSTCARD MAILINGS 115.00
- **65055 MID AMERICAN WATER OF WAUCONDA INC.**: 2017 PURCHASE OF WATER DISTRIBUTION SYSTEM MATERIALS 2,737.10
- **65055 HD SUPPLY WATERWORKS, LTD.**: ZINC COATED DUCTILE PIPE 3,470.40
- **62275 ON TRACK FULFILLMENT INC.**: RPZ POSTCARD MAILINGS 50.05

### 4540 DISTRIBUTION MAINTENANCE Total
6,372.55

### 510 WATER FUND Total
50,641.16

### 513 WATER DEPR.IMPRV & EXTENSION FUND
#### 7330 WATER FUND DEP, IMP, EXT
- **717003 65515 WATER RESOURCES**: WATER METERS & INSTALLATION 19,116.14
- **73394 65515 THEMENIAN CONSTRUCTION, INC.**: WATER TREATMENT PLANT RELIABILITY IMPROVEMENTS BID #16-17 302,769.45
- **717008 65515 DATA TRANSFER SOLUTIONS, LLC**: VUEWORKS SOFTWARE LICENSING FOR 2017 74,498.75
- **417006 62245 ALFRED BENESCH & COMPANY**: 30" DOWNTOWN TRANSMISSION FEEDER MAIN ENG SVCS RFP 17-06 80,329.55
- **7330 WATER FUND DEP, IMP, EXT Total**: 476,713.89

### 513 WATER DEPR.IMPRV & EXTENSION FUND Total
476,713.89

### 515 SEWER FUND
#### 4530 SEWER MAINTENANCE
- **62315 SEBIS DIRECT**: UTILITY BILL PRINT & MAIL 2,500.00

### 4530 SEWER MAINTENANCE Total
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#### 4535 SEWER IMPROVEMENTS
- **417017 62461 SCHOEDER & SCHOEDER INC**: 2017 ALLEY & STREET IMPROVEMENTS PROJECT 32,146.20
- **62461 TEKSA ASSOCIATES, INC.**: GIBBS MORRISON SITE IMPROVEMENTS 809.19

### 4535 SEWER IMPROVEMENTS Total
32,955.39

### 515 SEWER FUND Total
35,455.39

### 520 SOLID WASTE FUND
#### 4310 RECYCLING AND ENVIRONMENTAL MAIN
- **64015 NICOR**: UTILITIES- NICOR 129.66
- **62390 LAKESHORE RECYCLING SYSTEMS**: 2017 CONDOMINIUM SOLID WASTE REMOVAL 36,000.03
- **62415 COLLECTIVE RESOURCE INC**: PLASTIC FILM COLLECTION 2017 142.00
- **56155 ILLINOIS DEPT OF REVENUE**: *SALES TAX 76.00

### 4310 RECYCLING AND ENVIRONMENTAL MAIN Total
36,347.69

### 520 SOLID WASTE FUND Total
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Grand Total: 2,694,361.67
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<td>08/14/2017</td>
<td>62310 HR ONLY - CITY WIDE TRAINING</td>
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<td>$ 31.93</td>
<td>08/04/2017</td>
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<td>GST MANUAL FOR TRAINING AND VEHICLE COMPLIANCE, THE $1.88 TAX FEE WILL BE CREDITED TO THE ACCOUNT, SUPPLIER, J.J. KELLER FAILED TO WAIVE</td>
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<td>08/14/2017</td>
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<td>PARKING GARAGE CHARGE FROM ATTENDING B20 MEETING IN CHICAGO</td>
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<td>SPIRAL CUT WRAP - HOSE PROTECTOR, MULTIPLE SIZES</td>
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<td>HILTON FT LD MARINA HOT</td>
<td>$ 643.80</td>
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<td>LUNCH FOR NORTAF DETECTIVES</td>
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<td>TOYS, FACE PAINT AND GIFT BAGS FOR SPORTS CAMP BONANZA EVENT</td>
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<td>08/17/2017</td>
<td>62507 FIELD TRIPS</td>
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<td>08/21/2017</td>
<td>62245 AUTOMOTIVE EQ MAINT</td>
<td>BASKETBALL RIM SANDBAGS</td>
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<td>$ 106.03</td>
<td>08/22/2017</td>
<td>62245 AUTOMOTIVE EQ MAINT</td>
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<td>08/25/2017</td>
<td>65025 FOOD</td>
<td>SENIOR DAY ITEMS</td>
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<td>62255 BLDG MAINT SVCS</td>
<td>AFTER SCHOOL PROGRAM COAT/BAG HOOKS</td>
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<td>CLEANING SUPPLIES FOR THE KITCHEN.</td>
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<td>$ 139.60</td>
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<td>$ 144.00</td>
<td>08/28/2017</td>
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<td>STEAK-N-SHAKE#470 Q99</td>
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| PUBLIC WORKS/ OPER MAIN | THE HOME DEPOT #1902 | $10.42 | 08/09/2017 | 65070 OFFICE/OTHER EQ TO MAINTN MATERIAL | MASON TWIN.
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<td>08/28/2017</td>
<td>65055 MATERIALS TO MAINTAIN IMPROVEMENTS</td>
<td>BRICK, BLOCK, INLETS.</td>
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<td>PUBLIC WORKS/ OPER MAIN</td>
<td>OCBCC CONV CTR PARKING</td>
<td>$15.00</td>
<td>08/28/2017</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>PARKING FOR APWA CONFERENCE</td>
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<td>GRAYBAR ELECTRIC COMPA</td>
<td>$524.29</td>
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<td>PUBLIC WORKS/ OPER MAIN</td>
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<td>ROSEN CENTRE PARKING</td>
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<td>PUBLIC WORKS/ OPER MAIN</td>
<td>AMERICAN PUBLIC WORKS</td>
<td>$28.63</td>
<td>08/30/2017</td>
<td>65010 BOOKS, PUBLICATIONS, MAPS</td>
<td>URBAN NOW REMOVAL MANUAL APWA</td>
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<td>LEE JENSEN SALES</td>
<td>$185.00</td>
<td>08/31/2017</td>
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<td>MICROCELL SENSOR</td>
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<td>PUBLIC WORKS/ OPER MAIN</td>
<td>ACCUWEATHER INC</td>
<td>$69.95</td>
<td>08/31/2017</td>
<td>62509 SERVICE AGREEMENTS/CONTRACTS</td>
<td>WEATHER FORECASTING SERVICE - SEPTEMBER</td>
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<td>PUBLIC WORKS/ WATER PROD</td>
<td>HAWKINS INC</td>
<td>$747.86</td>
<td>08/01/2017</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>CHLORINE EQUIPMENT PARTS</td>
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<td>IAWWA CONFERENCE, WATERCON2017: ADJUSTMENT-BALANCE DUE AFTER $100 DISCOUNT APPLIED</td>
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<td>IAWWA SEMINAR: LEAD &amp; COPPER WATER TREATMENT &amp; CORROSION CONTROL, REGISTRATION FEE FOR THE WATER PLANT OPERATOR.</td>
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<td>MERCHANT NAME</td>
<td>TRANSACTION AMOUNT</td>
<td>POSTING DATE</td>
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<td>EXPENSE DESCRIPTION</td>
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<td>MCPMASTER-CARR</td>
<td>$ 48.50</td>
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<td>AMAZON MKTPLACE PMTS</td>
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<td>08/02/2017</td>
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<td>EMERGENCY WATER METER PURCHASE.</td>
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<td>MAGID GLOVE SAFETY</td>
<td>$ 1,134.05</td>
<td>08/02/2017</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>ENCAPSULATED SUIT.</td>
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<td>NUTTY COMPANY</td>
<td>$ 632.86</td>
<td>08/02/2017</td>
<td>65015 OTHER IMPROVEMENTS</td>
<td>GALVANIZED U BOLTS.</td>
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<td>PUBLIC WORKS/ WATER PROD</td>
<td><a href="http://WWW.NEWEGG.COM">WWW.NEWEGG.COM</a></td>
<td>$ 88.74</td>
<td>08/03/2017</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>FIRE ALARM MODULE.</td>
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<td>PUBLIC WORKS/ WATER PROD</td>
<td>ABOLOX LLC</td>
<td>$ 528.42</td>
<td>08/03/2017</td>
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<td>FLANGE SPLITTER.</td>
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<td>65040 JANITORIAL SUPPLIES</td>
<td>PAPER TOWELS AND TOILET PAPER FOR SERVICE BUILDING.</td>
</tr>
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<td>PUBLIC WORKS/ WATER PROD</td>
<td>AMERICAN WATER WORKS INC</td>
<td>$ 71.71</td>
<td>08/03/2017</td>
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<td>WEEP TRIMMER STRING.</td>
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<td>INT IN POWER PLUS INT</td>
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<td>BOILER INSULATION.</td>
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<td>FULLLIFE SAFETY CENTER</td>
<td>$ 77.50</td>
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<td>PUBLIC WORKS/ WATER PROD</td>
<td>DP LEDMYPLACE.COM</td>
<td>$ 162.25</td>
<td>08/07/2017</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>LED LIGHT TUBES.</td>
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<td>PUBLIC WORKS/ WATER PROD</td>
<td>COLUMBIA PIPE &amp; SUPPLY</td>
<td>$ 421.25</td>
<td>08/08/2017</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>1” SCH 80 BLACK IRON PIPE.</td>
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<td>PUBLIC WORKS/ WATER PROD</td>
<td>ZORO TOOLS INC</td>
<td>$ 139.76</td>
<td>08/08/2017</td>
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<td>DISCONNECT SWITCH FOR THE CLASSROOM A/C UNIT.</td>
</tr>
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<td>PUBLIC WORKS/ WATER PROD</td>
<td>AUTOMATIONDIRECT.COM</td>
<td>$ 162.75</td>
<td>08/08/2017</td>
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<td>FUSES.</td>
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<td>NOR NORTHERN TOOL</td>
<td>$ 36.13</td>
<td>08/09/2017</td>
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<td>08/09/2017</td>
<td>65015 OTHER IMPROVEMENTS</td>
<td>FLANGED PIPE FITTINGS.</td>
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<td>PUBLIC WORKS/ WATER PROD</td>
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<td>08/09/2017</td>
<td>65015 OTHER IMPROVEMENTS</td>
<td>FLANGED PIPE LENGTHS.</td>
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<td>MCMASTER-CARR</td>
<td>$ 79.52</td>
<td>08/09/2017</td>
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<td>SCRUB BRUSH, AND SHOCK CORD FOR SAMPLER.</td>
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<td>PUBLIC WORKS/ WATER PROD</td>
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<td>$ 126.93</td>
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<td>65085 MINOR EQUIP &amp; TOOLS</td>
<td>TERMINAL CLEANER KIT.</td>
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<td>$ 140.96</td>
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<td>ISAWWA SEMINAR: WATER OPERATOR EXAM REFRESHER-CLASS C/D, REGISTRATION FEE FOR THREE FILTER EMPLOYEES.</td>
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<td>PUBLIC WORKS/ WATER PROD</td>
<td>SAFETY GLASSES USA INC</td>
<td>$ 59.45</td>
<td>08/10/2017</td>
<td>65090 SAFETY EQUIPMENT</td>
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<td>BOILER INSULATION.</td>
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<td>$ 51.56</td>
<td>08/11/2017</td>
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<td>LED WORK LIGHT.</td>
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<td>MOST DEPENDABLE FOUNTA</td>
<td>$ 1,055.00</td>
<td>08/11/2017</td>
<td>65005 MATERIALS TO MAINTAIN IMPROVEMENTS</td>
<td>PARTS FOR DRINKING FOUNTAINS.</td>
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<td>WW GRAINGER</td>
<td>$ 199.99</td>
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<td>ADHESIVE, DISCONNECT HUB.</td>
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<td>PUBLIC WORKS/ WATER PROD</td>
<td>ZORO TOOLS INC</td>
<td>$ 140.64</td>
<td>08/14/2017</td>
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<td>AIR HANDLER FILTERS.</td>
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<td>08/14/2017</td>
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<td>$ 189.68</td>
<td>08/14/2017</td>
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<td>NALCO CROSSBOW WATER</td>
<td>$ 264.74</td>
<td>08/14/2017</td>
<td>65075 MEDICAL &amp; LAB SUPPLIES</td>
<td>TANKS AND FILTERS FOR DEIONIZED WATER.</td>
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<td>EXPENSE DESCRIPTION</td>
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<td>$87.00</td>
<td>08/16/2017</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>EAR PLUGS AND GLOVES.</td>
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<td>$360.21</td>
<td>08/17/2017</td>
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<td>RAIN JACKETS AND STEEL TOE WADERS.</td>
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<td>OFFICESUPPLY.COM</td>
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<td>65040 JANITORIAL SUPPLIES</td>
<td>LYSOL CLEANER.</td>
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<td>CONTINUING EDUCATION HOURS FOR THE PLUMBING INSPECTOR.</td>
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<td>STEINER ELEC ELK GROVE</td>
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<td>BACK UP BATTERY FOR THE MCCORMICK COMM.</td>
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<td>PARTS FOR DRINKING FOUNTAINS.</td>
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<td>08/30/2017</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>PVC PIPE FITTINGS.</td>
</tr>
<tr>
<td>PUBLIC WORKS/ WATER PROD</td>
<td>SUPPLYHOUSE.COM</td>
<td>$100.87</td>
<td>08/31/2017</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>A/C PIPE FITTINGS.</td>
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<tr>
<td>PUBLIC WORKS/ WATER PROD</td>
<td>FIRE HOSE DIRECT</td>
<td>$508.94</td>
<td>08/31/2017</td>
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<td>BASIN CLEANING HOSES.</td>
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<tr>
<td>PUBLIC WORKS/ WATER PROD</td>
<td>PLUMBING SUPPLY GROUP</td>
<td>$367.91</td>
<td>08/31/2017</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>BOOSTER PUMP #5 LOW LIFT DISCHARGE VALVE.</td>
</tr>
<tr>
<td>PUBLIC WORKS/ WATER PROD</td>
<td>AMAZON MKTPLACE PMTS</td>
<td>$19.76</td>
<td>08/31/2017</td>
<td>65085 MINOR EQUIP &amp; TOOLS</td>
<td>BRAZING HEAT SHIELD.</td>
</tr>
<tr>
<td>PUBLIC WORKS/ WATER PROD</td>
<td>WALKERINDUSTRIALCOM</td>
<td>$120.79</td>
<td>08/31/2017</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>DOOR ENTRY MAGNETIC SWITCHES.</td>
</tr>
<tr>
<td>PUBLIC WORKS/ WATER PROD</td>
<td>MCMASTER-CARR</td>
<td>$105.25</td>
<td>08/31/2017</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>HI TEMP ADHESIVE.</td>
</tr>
<tr>
<td>PUBLIC WORKS/ WATER PROD</td>
<td>ZIEBELL WATER SERVI</td>
<td>$420.00</td>
<td>08/31/2017</td>
<td>65055 MATERIALS TO MAINTAIN IMPROVEMENTS</td>
<td>HYDRANT GREASE.</td>
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<td>PUBLIC WORKS/ WATER PROD</td>
<td>ZIEBELL WATER SERVI</td>
<td>$890.00</td>
<td>08/31/2017</td>
<td>65055 MATERIALS TO MAINTAIN IMPROVEMENTS</td>
<td>METER GASKETS.</td>
</tr>
<tr>
<td>PUBLIC WORKS/ WATER PROD</td>
<td>BUSHNELL INCORPORATED</td>
<td>$1,408.96</td>
<td>08/31/2017</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>PVC PIPE FITTINGS.</td>
</tr>
<tr>
<td>REPORTS TO INTERMEDIATE</td>
<td>MERCHANT NAME</td>
<td>TRANSACTION AMOUNT</td>
<td>POSTING DATE</td>
<td>COST ALLOCATION - EXPENSE OBJECT</td>
<td>EXPENSE DESCRIPTION</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------------</td>
<td>--------------------</td>
<td>--------------</td>
<td>-----------------------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>PUBLIC WORKS/ WATER PROD</td>
<td>CIRCADIAN STORE</td>
<td>$ 65.97</td>
<td>08/31/2017</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>SHIFT WORK GUIDES</td>
</tr>
<tr>
<td>PUBLIC WORKS/ WATER PROD</td>
<td>AMAZON.COM AMZN.COMBI</td>
<td>$ 42.23</td>
<td>08/31/2017</td>
<td>65085 MINOR EQUIP &amp; TOOLS</td>
<td>TORCH HEAT SHIELD</td>
</tr>
<tr>
<td></td>
<td>AUGUST ALL OTHER STATEMENT TOTAL</td>
<td>$ 197,470.49</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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’s Amazon Credit Card Activity

Date: October 18, 2017

Recommended Action:
Staff recommends approval of the City of Evanston’s Amazon Credit Card Activity for the period ending August 31, 2017.

Summary:
Amazon Credit Card Activity - Period Ending August 31, 2017 $11,558.41

Attachments:
See item A2.1 for Credit Card Transactions
Memorandum

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

From: David Stoneback, Public Works Agency Director
       Paul Moyano, Senior Project Manager

Subject: Inspection of Large Diameter Mains (RFP 17-51)

Date: October 12, 2017

Recommended Action:
Staff recommends City Council authorize the City Manager to execute an agreement for the City of Evanston’s Inspection of Large Diameter Mains (RFP 17-51) with Pure Technologies U.S. Inc. (3636 South Geyer Road, Suite 100, St. Louis, MO 63127) in the not-to-exceed amount of $578,940.

Funding Source:
Funding for the inspection of large diameter mains will be from the Capital Improvement Program Water Fund (Account 513.71.7330.62145 - 417009), which has an FY 2017 budget of $650,000 for this project.

Livability Benefits:
Built Environment: Manage water resources responsibly
Climate & Energy: Reduce environmental impact: Improve water efficiency
Health & Safety: Enhance resiliency to natural & human hazards

Background:
The Public Works Agency is proposing a comprehensive condition assessment of three Prestressed Concrete Cylinder Pipe (PCCP) transmission mains which serve as the backbone of the City of Evanston water transmission system. Work includes preparation of an inspection plan, full-length internal robotic pipe inspection of three transmission mains, and development of a condition assessment based on analysis of the inspection results, which includes a prioritized list of necessary repairs and a determination of the remaining useful life.

One 48-inch diameter transmission main installed in 1960 runs from the Water Treatment Plant west along Lincoln Street to just east of the North Shore Channel. Two
36-inch diameter PCCP transmission mains are located on either side of the North Shore Channel, from Lincoln Street to just north of Emerson Street. The 36-inch diameter transmission mains were installed in 1956 and 1964. A map showing the PCCP main locations is attached. The PCCP mains are a crucial part of the City’s water main system as well as providing water to wholesale customers.

Discussion:
This project was advertised on September 7, 2017 in the Pioneer Press and sent directly to five pipeline inspection firms. Responses for the subject project were opened and read on Tuesday, October 3, 2017. One firm submitted a response to the Request for Proposals as summarized in the table below.

<table>
<thead>
<tr>
<th>Respondent</th>
<th>Address</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pure Technologies U.S. Inc.</td>
<td>3636 South Geyer Road, Suite 100, St. Louis, MO 63127</td>
<td>$533,940</td>
</tr>
</tbody>
</table>

The proposal was reviewed by Paul Moyano, Senior Project Manager, and Hannah Grooms, Civil Engineer II. Scoring of the proposal is shown on the following table.

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Max Pts</th>
<th>Pure Technologies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Qualifications and Experience</td>
<td>15</td>
<td>14</td>
</tr>
<tr>
<td>Project Team Qualifications and experience</td>
<td>20</td>
<td>18</td>
</tr>
<tr>
<td>Project Approach</td>
<td>15</td>
<td>13</td>
</tr>
<tr>
<td>Cost</td>
<td>20</td>
<td>19</td>
</tr>
<tr>
<td>Willingness to Execute Agreement</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Organization and Completeness of Proposal</td>
<td>10</td>
<td>9</td>
</tr>
<tr>
<td>M/W/EBE Participation</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>100</td>
<td>84</td>
</tr>
</tbody>
</table>

Pure has included a $15,000-per-day cost for Standby Charges to cover standby time of the on-site inspection team once they are mobilized in Evanston. Because of potential delays that may occur due to weather, an additional $45,000 is being included with the Base Bid amount.
Pure Technologies U.S. Inc. has demonstrated the experience and qualifications needed to inspect the large diameter PCCP water mains in the City of Evanston. They are considered an industry leader in pipeline inspections and have managed the condition assessment of thousands of miles of pressure pipe. Their references indicate their work is satisfactory. The technology used to perform an internal robotic inspection these types of water mains is relatively new. A demonstration of the technology to be used during this inspection can be viewed at the Pure Technologies website: https://www.puretechltd.com/technologies-brands/pipediver.

Their bid price is within the engineer’s estimate. Staff is recommending award to Pure Technologies U.S. Inc. for their base bid and up to three potential days of standby time caused by weather delays.

Pure Technologies U.S. Inc. is requesting to waive 22% of the 25% utilization goal for M/W/EBE participation. A memo reviewing their compliance is attached.

Legislative History:
None

Attachments:
Project Location Map
Bid Tab
M/W/EBE Compliance Review Memo
City of Evanston
Inspection of Large Diameter Mains

RFP Number: 17-51

RFP Due: 2:00 p.m., October 3, 2017, Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Ave., Evanston, IL 60201

<table>
<thead>
<tr>
<th>Company Name</th>
<th>City/State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pure Technologies</td>
<td>Columbia, MD</td>
</tr>
</tbody>
</table>
To: David Stoneback, Public Works Agency Director  
    Paul Moyano, Senior Project Manager  
From: Tammi Nunez, Purchasing Manager  
Subject: Inspection of Large Diameter Mains, RFP 17-51  
Date: October 23, 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 City awarded contracts. In regard to this project the Inspection of Large Diameter Mains, RFP 17-51, Pure Technologies U.S. Inc.’s total base bid is $578,940.00, and they will receive 3% credit for compliance towards the M/W/EBE goal.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
</tr>
</thead>
</table>
| DB Sterlin Consultants, Inc.  
123 N. Wacker Drive, Ste. 2000  
Chicago, IL 60606  | Engineering Services  | $15,800.00      | 3% | X   |     |     |
| **Total M/W/EBE**         |                   | **$15,800.00**  | 3% |     |     |     |

Pure Technologies U.S. Inc. has requested a waiver for the remaining 22% MWEBE participation goal. Due to the scope of the specialized work which will involve a patented technology platforms required to meet the city deliverables and include an engineering analysis of data collected that will utilize proprietary techniques that are not industry standards to develop a full and comprehensive report.

CC: Martin Lyons, Assistant City Manager/CFO
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: Anthracite Purchase

Date: October 23, 2017

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a contract for the purchase of Anthracite (Bid No. 17-54) with Carbonite Filter Corporation (96 Hazle Street, Delano, PA. 18220) in the amount of $23,116.96.

Funding Source:
Funding for the purchase of Anthracite is from the Water Fund Account 510.40.4220.65085, which has a budget allocation of $85,000.00 for FY2017 and an YTD balance of $47,135.56.

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

Background:  
The Evanston Water Treatment Plant filtration system consists of a total of 24 filters with a peak rated filtration capacity of 108 million gallons per day (mgd). Maintaining water filtration plants require proper preventative maintenance which in turn can prolong filter operation, enhance performance and ensure effluent goals and regulatory compliance requirements are achieved. Anthracite is a component of the filter media that removes particulate matter from the water during the filtration process. The filtration process largely depends on the filter media, and media performance depends primarily on the media’s physical condition; backwash effectiveness; and maintaining the correct media depth and retention. Normal filter backwash operations eventually wear and smooth anthracite particles as well as causing the anthracite to be broken into small pieces that are lost during the process. In addition, mud ball removal occurs as part of our filter
preventative maintenance program. Anthracite is also lost during this operation and must be replaced.

Analysis:
Staff is proposing to purchase 67 tons of anthracite that will be used to cap off the west filters #1 thru #12 and reestablish the anthracite to the proper depth. During normal operations, the filters typically experience a loss of approximately 1/2" to 1" of anthracite each year per filter. The previous anthracite purchase encompassed 60 tons during August 2015, at a cost of $19,995.00, which was used to cap off the east plant filters #13 thru #18. On average anthracite should be purchased every 3 to 5 years to replenish the anthracite that is lost during normal operations.

The Filter Media Bid was advertised on Demandstar, the Pioneer Press and directly emailed to (8) eight potential bidders. Unifilt Corporation, CEI Anthracite and American Filter were all determined to be non-responsive due to incomplete Bid packet submittals (no bid bond and/or references). Bids for the project were due on Tuesday October 10, 2017. The following seven bids were received:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>City/State</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbonite Filter Corporation</td>
<td>Delano, PA</td>
<td>$23,116.96</td>
</tr>
<tr>
<td>S4 Water Sales and Service LLC</td>
<td>Bowling Green, KY</td>
<td>$23,727.00</td>
</tr>
<tr>
<td>Equerry Corp DBA SNR Technologies</td>
<td>Katy, TX</td>
<td>$24,403.10</td>
</tr>
<tr>
<td>Unifilt Corporation</td>
<td>Fombell, PA</td>
<td>$24,900.00 (non-responsive)</td>
</tr>
<tr>
<td>Carbonfilt LLC</td>
<td>Venice, FL</td>
<td>$25,465.00</td>
</tr>
<tr>
<td>CEI Anthracite</td>
<td>Hazleton, PA</td>
<td>$27,000.00 (non-responsive)</td>
</tr>
<tr>
<td>American Filter Sand Company</td>
<td>Highland Park, IL</td>
<td>$28,113.00 (non-responsive)</td>
</tr>
</tbody>
</table>
To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

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

Subject: School District 202 salt agreement 2017/18

Date: October 10, 2017

Recommended Action:
Staff recommends City Council authorize the City manager to execute an agreement with Evanston School District 202 for the sale of rock salt in the amount of $52.08 per ton for the period November 15, 2017 to April 15, 2018. This price includes a 10% administration and handling fee. This price reflects a $4.25 decrease in price as the overall price of salt has decreased.

Livability Benefits:
Reduce environmental impact: Reduce material waste

Summary:
The City of Evanston has been selling rock salt to the school district for many years for the purpose of deicing their driveways, roadways and parking lots. District 202 does not have sufficient indoor storage capacity to house the 300 tons of salt they use each year. The City takes into consideration the quantity of salt that the school districts will use when placing the master salt order each year.

The 10% administration fee covers expenses related to loading, record keeping and procurement.

Attachments:
Proposed Letter of Agreement with District 202
City of Evanston- Evanston Township High School District 202
Letter Agreement for Road Salt (Sodium Chloride) Procurement

Evanston Township High School District 202 (hereinafter referred to as “D202”) has been procuring road salt from City of Evanston (hereinafter referred to as “City”) for many year for the purpose of deicing D202 driveways, roadways, and parking lots. The City has historically taken into consideration D202’s salt requirements when determining the amount of salt to purchase each year. This letter of agreement formalizes the long-standing arrangement for salt procurement between the City and D202.

1. **Ordering:** The City is solely responsible for ordering all salt with its awarded supplier.

2. **Record-Keeping:** The City will maintain records of all transactions between the City and D202.

3. **Salt Pick-up:** D202 shall pick up salt at the City’s salt dome location at 2020 Asbury Avenue, Evanston, IL. D202 must provide City with a 12-hour advance notice prior to picking up salt. The City’s loader operator stationed at the dome will load D202 salt hopper. If no operator is on site, D202 must contact Streets Division Offices for loading.

4. **Pricing:** The salt price under this agreement is $52.08/ton, which equates to the City’s purchase prices of salt ($47.35/ton) plus a 10% administration and handling fee that covers expenses related to loading, record keeping, procurement, etc. No cost is transferred for storage of salt.

5. **Payments:** Payment is due in 30 days or late fee (s) may be assessed. Invoices must be returned with payment.

6. **Amount:** D202 is authorized to purchase up to 300 tons of road salt for the term of this agreement. However, the City reserves the right to reduce this amount for any reason with one weeks’ notice.

7. **Indemnity:** D202 shall defend and hold harmless the City and its elected officials, assigns, officers, directors, employees, agents, and servants from and against any and all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses, of whatever kind of nature, imposed on, incurred by or asserted against the City, is successors, assigns, officers, directors, employees, agents and servants, in any way relating to or arising out of the terms of this agreement.

8. **Term:** The term of this agreement is from November 15, 2017 to April 15, 2018

_________________________________  _______________________
Authorized Signature                 Mr. Wally Bobkiewicz
Evanston Township High School District 202  City Manager
City of Evanston

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

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

Subject: School District 65 salt agreement 2017/18

Date: October 10, 2017

Recommended Action:
Staff recommends City Council authorize the City manager to execute an agreement with Evanston School District 65 for the sale of rock salt in the amount of $52.08 per ton for the period November 15, 2017 to April 15, 2018. This price includes a 10% administration and handling fee. This price reflects a $4.25 decrease in price as the overall price of salt has decreased.

Livability Benefits:
Reduce environmental impact: Reduce material waste

Summary:
The City of Evanston has been selling rock salt to the school district for many years for the purpose of deicing their driveways, roadways and parking lots. District 65 does not have sufficient indoor storage capacity to house the 300 tons of salt they use each year. The City takes into consideration the quantity of salt that the school districts will use when placing the master salt order each year.

The 10% administration fee covers expenses related to loading, record keeping and procurement.

Attachments:
Proposed Letter of Agreement with District 65
Evanston School District 65 (hereinafter referred to as “D65”) has been procuring road salt from City of Evanston (hereinafter referred to as “City”) for many years for the purpose of deicing D65 driveways, roadways, and parking lots. The City has historically taken into consideration D65’s salt requirements when determining the amount of salt to purchase each year. This letter of agreement formalizes the long-standing arrangement for salt procurement between the City and D65.

1. **Ordering:** The City is solely responsible for ordering all salt with its awarded supplier.

2. **Record-Keeping:** The City will maintain records of all transactions between the City and D65.

3. **Salt Pick-up:** D65 shall pick up salt at the City’s salt dome location at 2020 Asbury Avenue, Evanston, IL. D65 must provide City with a 12-hour advance notice prior to picking up salt. The City’s loader operator stationed at the dome will load D65 salt hopper. If no operator is on site, D65 must contact Streets Division Offices for loading.

4. **Pricing:** The salt price under this agreement is $52.08/ton, which equates to the City’s purchase prices of salt ($47.35/ton) plus a 10% administration and handling fee that covers expenses related to loading, record keeping, procurement, etc. No cost is transferred for storage of salt.

5. **Payments:** Payment is due in 30 days or late fee(s) may be assessed. Invoices must be returned with payment.

6. **Amount:** D65 is authorized to purchase up to 300 tons of road salt for the term of this agreement. However, the City reserves the right to reduce this amount for any reason with one weeks’ notice.

7. **Indemnity:** D65 shall defend and hold harmless the City and its elected officials, assigns, officers, directors, employees, agents, and servants from and against any and all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses, of whatever kind of nature, imposed on, incurred by or asserted against the City, is successors, assigns, officers, directors, employees, agents and servants, in any way relating to or arising out of the terms of this agreement.

8. **Term:** The term of this agreement is from November 15, 2017 to April 15, 2018.

---

Authorized Signature
Evanston School District 65

Mr. Wally Bobkiewicz
City Manager
City of Evanston

Date

Date

80.5 of 525
Memorandum

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

From: Evonda Thomas-Smith, Director of Health and Human Services
      Erika Storlie, Deputy City Manager
      Luke Stowe, Chief Information Officer
      Maleka Sumar, Civic Technology Analyst

Subject: Agreement with GovSense and NetSuite/Oracle to provide a Rental Inspection and Registration Software for the City of Evanston

Date: October 10, 2017

Recommended Action:
Staff recommends City Council authorize the City Manager to execute an agreement with GovSense (2500 Northwinds Pkwy Suite 280, Alpharetta, GA 30009) and NetSuite-Oracle (500 Oracle Parkway, Redwood Shore, CA 94065) to provide a Rental Inspection and Registration Software for the City of Evanston. The total cost of software platform, licenses and support in year 1 will be $21,960.58 and $21,356.18 in year 2. There is a one-time implementation, customization and training cost (based on time and materials) capped at $18,500. The initial term will be set at two years with an option to renew for an additional two years.

Funding Source:
The funding for this project will derive from the Local Health Protection Grant (Account 100.24.2435.62474) and Community Development Block Grant (Account 215.21.5220.66131).

Livability Benefit:

Summary:
For many years, the City’s Property Maintenance Inspectors have been using paper forms to conduct rental property inspections, registrations and renewals. This antiquated system requires many manual processes resulting in delayed response times. Information obtained from the system provides an estimate of 17,400 individual rental units and provides an estimate of 2,285 inspections conducted so far this year.

The goal of implementing an electronic Rental Registration and Inspection Software solution is to eliminate paper and provide a robust, cloud solution built on modern
technology. The new software will allow Property Maintenance Inspectors to conduct inspections in the field electronically, email results to property owners instantaneously, schedule inspections from the field or office electronically through GMail, use GIS mapping software to locate properties scheduled for inspection etc. The software also provides an online, secure and private constituent portal for the building owners and their management staff which will allow them to update their contact information and make online payments.

Other features and benefits of the software include:

- Inspectors can use the solution on any device, anywhere at anytime
- Manage unlimited number of violation types, issues with various fee structures
- Ability to automatically add late fees at a set date (past payment deadline)
- Re-inspections can be automatically generated, scheduled and contain reminders for follow-up
- Various Federal, State and Local codes can be set-up in the system for ease of reference in the field
- Inspectors can easily upload photos and case notes to any inspection through any device
- System provides an excellent reporting capability to meet any query requirement
- All reports can be exported to Excel, PDF and other formats
- Ability to email clients and mail mass mailings such as annual renewals (electronically) with a few simple clicks
- Allows for rental registration and renewal online and the ability to make payments online with the City’s current payment provider
- Supports unlimited invoice types
- Allows for storage of notices and invoices for a complete audit trail
- Ability to integrate with GMail & G Suite which will auto populate inspections on the inspectors Google Calendar without duplication of efforts
- Full integration with ESRI for GIS mapping
- Ability to handle multiple and various addresses for the same building
- Ability to change structural layout for individual units to document accurate details on inspection findings
- Ability to print a consolidated inspection report for each building with multiple units
- Electronic signatures on the report
- Use by multiple users simultaneously without interruption
- Technical support response when and if there is a fault with the system
This is a sole source procurement as GovSense developed this proprietary software on the Oracle-NetSuite platform for its Government clients. This is the only system that provides a fully integrated solution for rental inspection and registration with abovementioned features. No other vendor provides the necessary development or technical support for the system.

Attachments:
1. GovSense Procurement Letter
2. Oracle-NetSuite Estimate
3. Oracle-NetSuite Subscription Services Agreement (SSA)
4. GovSense Estimate
5. GovSense Software as a Service (SaaS) Agreement
6. GovSense Implementation Statement of Work (SOW)
Dear Luke Stowe,

GovSense can provide a unique Rental Registration and Inspections software solution to the Health and Human Services Department and the City of Evanston. There are many areas that set GovSense apart:

**Technical Infrastructure**: GovSense is a unified true-cloud solution built with modern technology and designed for the future needs of government. GovSense’s underlying platform is used by more than 40,000 organizations. Additionally, GovSense ensures all customers are operating on the same version of the software, updated automatically and without interruption to your work. GovSense leverages a modern, robust, and well-documented API that supports every record type and function; therefore, the City can trust that current and future integration needs are met.

**End User Empowerment**: GovSense has a powerful point-and-click user experience, enabling department heads, business analysts, and end-users to manage processes with ease. The configuration of forms, fields, and workflows meets the City’s unique business requirements. Evanston users will also be able to access the system anywhere, on any device, and at any time.

**Inspections** – GovSense can enable the City of Evanston to have an unlimited number of violation types, issues, and standard or custom resolutions. Re-inspections can be automatically generated and scheduled, and also contain reminders for follow-up on related records. Any code type can be set up to be discernable within the system. GovSense has the ability to send emails (including mass mailings) that can be easily scheduled on any cadence that the City requires. Inspectors can integrate their calendars with GovSense and Gmail to make scheduling more streamlined.

**Case Management** – GovSense can fully support limitless data elements on a case, such as property owner/management information, type of building, status of building, etc. Upon request, GovSense can provide the ability to lock fields and records. Everything is printable to PDF files and can be formatted as an email, letter or fax.

**Invoicing** – GovSense supports unlimited invoice types and stores notices and invoices with a complete audit trail. Late fees can be added at any time interval requested. Online payments of rental registration and renewals can be conducted since the online portal is PCI Compliant.

**GIS** – GovSense is a partner with ESRI - the world’s largest GIS provider. Unique to GovSense is its bi-directional integration that allows mobile workers the ability to interact with maps and routings live in the field and retrieve spatial measurements for the best land identification and management specifications.
**Constituent Portal** – GovSense will provide the City of Evanston an online portal for constituents to register, apply, check statuses and make payments. The City of Evanston will be able to serve an unlimited number of constituents with no additional cost to the community. This will save both constituents and staff a lot of time, money and resources. Having an online portal will speed up the approval processes and increase efficiency.

**Attachments** – Photos, Applications and Documents can all be saved on the customer record. Constituents will have the ability to upload documents from the online portal and mobile users will be able to take photographs and upload them onto a customer record.

**Reporting** – Govsense meets the expansive demands from communities who need to report to several types of people including administrative & end users, constituents, council members and outside agencies. Reports are point and click and can be sent out on a recurring basis at any cadence that you choose.

GovSense is the only solution to help the City of Evanston improve efficiencies and functionality while saving time and money at the same time.

Sincerely,

Paul Cammisa  
Co-founder
## Estimate

**Date:** 8/1/2017  
**Estimate #:** 456802  
**Acct. No.:** 4837708  
**Estimate Expiration Date:** 10/31/2017  
**Sales Rep:** Gaffney, Conor  
**Partner:** 4593707 GovSense, LLC  
**Superseding Estimate:** No  
**Currency:** USD  
**Subscription Services Start Date:**  
**Subscription Service Billing Terms:** Annual - Net 30  
**Professional Service Billing Terms:** N/A

### Bill To
City of Evanston, Illinois  
2100 Ridge Avenue  
Evanston IL 60201  
United States

### Item Details

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Description</th>
<th>Term Mos.</th>
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</thead>
<tbody>
<tr>
<td>NetSuite Mid Market Edition</td>
<td>1</td>
<td>NetSuite Mid Market Edition includes ** ERP with G/L, Accounts Payable, Purchasing, Inventory, Order Entry, A/R, Expense Reporting, Advanced Shipping with integrated UPS or FedEx shipping depending on your location ** NetSuite CRM Sales Force Automation with quote and order management, Marketing Automation with campaigns; Customer Service/Support ** Productivity tools including contacts/calendar/events ** Real-time Dashboards with key business metrics, report snapshots ** Customer Center and Partner Center logins ** 5 Employee Self-Service Users ** 30,000 integrated bulk mail merges per month ** 120,000 campaign emails per year with no single blast exceeding 10,000 recipients ** 10 GB File Cabinet and 10 GB Data storage per account</td>
<td>24</td>
<td>59,976.00</td>
</tr>
<tr>
<td>Suite Commerce Site Builder Module - Mid Market Edition</td>
<td>1</td>
<td>** Advanced Site Customization ** Dynamic, Database-Driven Hosted Site ** External Store Integration ** Advanced Search; Query any field, format results ** Referrer Report ** Search Engine Keyword Report ** Click Activity Reports ** Visitor Detail Reports ** New &amp; Unique Visitor Reports ** Web Report Snapshots</td>
<td>24</td>
<td>23,976.00</td>
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<tr>
<td>Advanced Inventory Module - Mid Market Edition</td>
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<td>Advanced Inventory ** Matrix Items: automatically manage multiple item options ** Serialized Inventory ** Bar Coding: items and transactions ** Lot Management ** Pick, Pack, Ship ** Automated Reorder Point / Lead Time Calculations ** Workflow to process warranty claims and to refund, replace or repair returned items ** Printable forms for better supply chain management</td>
<td>24</td>
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<td>NetSuite General Access User</td>
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<td>General access user for NetSuite.</td>
<td>24</td>
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<tr>
<td>NetSuite Sandbox Environment</td>
<td>1</td>
<td>Sandbox Environment for NetSuite Customers ** Replicates production environment including data and customizations ** Isolated environment – changes shielded from live production account ** One production environment replication for each month of term is included ** Administrators may provide sandbox access to all production users as needed</td>
<td>12</td>
<td>6,104.40</td>
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</table>
**Estimate**

**Oracle America, Inc.**
500 Oracle Parkway
Redwood Shores, CA 94065
800 762 5524
www.netsuite.com

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**Estimate**

**Acct. No.**
4837708

**8/1/2017**

**Estimate #**
456802

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<table>
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<tr>
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<th>Qty</th>
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<th>Term Mos.</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Development Environment</td>
<td></td>
<td>** Access to Development Environments includes 3 distinct accounts with no data**&lt;br&gt;** Isolated environment – changes shielded from live production account.<strong>&lt;br&gt;</strong> 10 full access users per account**&lt;br&gt;<strong>10 GB File Cabinet and 10 GB Data storage per account</strong>&lt;br&gt;** Same features and modules as the production account**&lt;br&gt;** Accounts cannot be used for production purpose**&lt;br&gt;NetSuite uptime guarantee does not apply to Sandbox &amp; Development Environments.</td>
<td></td>
<td>128,192.40</td>
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**Subtotal** | | | | | 37,816.76 |
**Discount** | | | | | -90,375.64 |
**Subtotal** | | | | | 37,816.76 |

---

**Total**

$37,816.76

**Note:**

- Oracle does not accept credit card payments for invoices of more than $20,000.
- Upon your execution, this document is a binding order for the products and services set forth herein.
- I AGREE TO THE FEES AND TERMS OF THIS ESTIMATE:

**Print Name**  
Signature  
Date

---

**Oracle’s Data Processing Agreement** covering the NetSuite services, which may be found at [http://www.netsuite.com/portal/resource/terms-of-service.shtml](http://www.netsuite.com/portal/resource/terms-of-service.shtml) (the “Data Processing Agreement”), is incorporated herein by this reference and describes how Oracle will process Personal Data (as defined therein) that Customer provides to Oracle as part of Oracle’s provision of the NetSuite services to Customer under this Estimate/Order Form, unless otherwise stated in the Data Processing Agreement or the Estimate/Order Form. Customer's signature on this Estimate/Order Form constitutes Customer’s agreement to the Data Processing Agreement, unless stated otherwise in the Subscription Services Agreement or License Agreement that governs this Estimate/Order Form.
Subscription Services Agreement

This Subscription Services Agreement ("Agreement") is entered into as of the date of the last party to sign below ("Effective Date") between Oracle America, Inc., a Delaware corporation, with its principal place of business located at 500 Oracle Parkway, Redwood Shores, California 94065 ("Oracle"), and City of Evanston, Illinois, with its principal place of business located at City of Evanston, Illinois 2100 Ridge Avenue Evanston IL 60201 ("Customer"). Capitalized terms not defined elsewhere in this Agreement shall have the meaning given to them in the Terms of Service. Oracle and Customer hereby agree as follows:

1. Subscription Service. Subject to the terms and conditions of this Agreement and during the Term, Oracle shall make the Service available to Customer to be used by Customer's and its Affiliates' Users solely for the internal business operations of Customer or such Affiliate (as the case may be). The terms of this Agreement shall also apply to updates, and upgrades subsequently provided by Oracle to Customer for the Service. Oracle shall host the Service and may update the functionality, user interface, usability and other user documentation, training and educational information of, and relating to the Service from time to time in its sole discretion and in accordance with this Agreement as part of its ongoing mission to improve the Service and customers' use of the Service.

2. Estimates/Order Forms. The Service shall be ordered by Customer or its Affiliates pursuant to Estimates/Order Forms. Each Estimate/Order Form shall include at a minimum a listing of the Service and any Support Services and/or Professional Services being ordered and the associated fees. Except as otherwise provided on the Estimate/Order Form or this Agreement, each Estimate/Order Form is non-cancellable and shall be subject to the terms and conditions of this Agreement. For any order by Customer's Affiliate, the term "Customer" shall refer to Customer and such Affiliate(s).

3. Restrictions. The restrictions shall be as set forth in Section 2.3 of the Terms of Service.

4. Term, Fee, Payment & Taxes.

4.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue for the length of time referenced in all Estimate/Order Forms for the Professional Services and Service(s) (the "Term"). The initial subscription term of the Service procured by Customer shall continue for the term specified in the applicable Estimate/Order Form. Thereafter, this Agreement shall be renewed and the subscription term of the applicable Service shall be renewed as set forth in subsequent Estimate/Order Forms (each successive renewal term, a "Renewal Term"). Oracle shall provide Customer with a general renewal reminder and a renewal Estimate/Order Form in advance of the end of the then-current term. If Customer has not signed and delivered the Estimate/Order Form to Oracle regarding an upcoming Renewal Term prior to the expiration of the then current term, then the subscription term for the applicable Service and Users shall be automatically renewed for successive Renewal Terms of one (1) year each, unless either party provides written notice of non-renewal to the other at least thirty (30) days before such expiration.

4.2. Fees and Payment. All fees payable are due within 30 days from the invoice date unless otherwise specified in Customer Estimate/Order. All fees are non-refundable, except as otherwise explicitly stated in the applicable Estimate/Order Form or this Agreement.

4.2.1. Renewal Cap. For up to one (1) twenty-four (24) month Renewal Term immediately following the initial subscription term and subject to Customer's compliance with the terms set forth in this Agreement, Customer's renewal pricing for the Service and number of Users that are set forth on the initial Estimate/Order Form shall not be increased by more than 7% per annum (the "Renewal Cap"), applied to the discounted fees set forth on such Estimate/Order Form for the applicable Service and Users. The aforementioned Renewal Cap pricing shall not be applicable if: (a) the Service and number of Users on a renewal Estimate/Order Form are not equal to or greater than those shown on the applicable Estimate/Order Form(s) for the immediately preceding subscription term; or (b) Customer (or an Affiliate that has a direct or indirect controlling interest in Customer) is acquired or (c) Customer acquires an entity (including, but not limited to acquisition due to merger, share purchase, disposition of all or substantially all of Customer's assets or any transactions having similar effect). In addition, if the number of Customer's and its Affiliates’ employees or Users increases during the initial subscription term or any Renewal Term and such increase would require access to a different edition of the Service (as set forth on Oracle's then current price list), then Customer's current discount for the existing edition of the Service (taking into account any applicable Renewal Cap increases) will be applied to the standard list price for such new edition and associated Users.

4.3. The fees and the term of use for additional Users and other items procured during an existing subscription term will co-terminate with and be prorated through the end date of the subscription term for the applicable Service. Pricing for subsequent renewal Estimate/Order Forms shall be set at then current Oracle pricing, unless otherwise agreed to by the parties. If the fees for a feature or functionality of the Service are based on usage of the Service, then Oracle may access and use Customer Data as reasonably necessary to determine the fees for the applicable feature or functionality.

4.4. Taxes. Oracle fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Oracle's net income. If Oracle has the legal obligation to pay or collect Taxes for which Customer is responsible
Subscription Services Agreement

under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Oracle with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.5. Email and Notices. Except for Legal Notices set forth in Section 4.5.1 below, Customer’s email address for communication and notice purposes relating to this Agreement is Citycollector@cityofevanston.org (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from Oracle at the above e-mail address specified under this Section. Oracle may provide any and all notices, statements, and other communications in English to Customer through either e-mail, posting on the Service (or other electronic transmission) or by mail or express delivery service. Upon account setup, Customer may further designate additional contacts for various types of notices, as defined in the Help Documentation. Oracle recommends that the main and billing contact email addresses be group addresses (such as billing@customer.com) so that notices are reviewed promptly and not delayed due to the absence of one individual. In addition, Oracle may rely and act on all information, authorizations and instructions provided to Oracle from the above-specified e-mail address and/or Customer administrators.

4.5.1. Any notice required under this Agreement shall be provided to the other party in writing. If Customer has a legal dispute with Oracle or if Customer wishes to provide a notice under the Indemnification Section of this Agreement, or if Customer becomes subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

5. Terms of Service. Customer acknowledges and agrees it has read, understands and agrees to be bound by the Main Terms of Service (as may be updated from time to time) posted at www.netsuite.com/termsofservice or such other URL as specified by Oracle (the “Terms of Service”), which are incorporated herein.


6.1. Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH DAMAGES SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 6.2 BELOW.

6.2. Limitations on Liability. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID FOR THE SERVICE GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OUT OF WHICH THE LIABILITY AROSE, BUT IN THE EVENT OF A BREACH OF SECTION 2.9 (CONFIDENTIALITY) OF THE TERMS OF SERVICE, SUCH MAXIMUM AGGREGATE LIABILITY SHALL BE INCREASED TO TWO (2) TIMES THE TOTAL SUBSCRIPTION FEES PAID FOR THE APPLICABLE SERVICE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OUT OF WHICH THE LIABILITY AROSE.

6.3. Acknowledgement; Exceptions. BOTH PARTIES ACKNOWLEDGE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON THEIR LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 6.2 SHALL NOT APPLY TO: (A) FEES DUE UNDER THIS AGREEMENT; (B) A BREACH OF SECTION 3 OF THIS AGREEMENT; OR (C) EITHER PARTY’S DEFENSE AND INDEMNITY OBLIGATIONS EXCEPT AS SET FORTH IN SECTION 6 (INDEMNIFICATION) OF THE TERMS OF SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 6, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY TO THE EXTENT SUCH LIABILITY WOULD NOT HAVE OCCURRED BUT FOR THE OTHER PARTY’S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT.

7. Governing Law and Jurisdiction. This Agreement is governed by the substantive and procedural laws of the State of California and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa
Subscription Services Agreement

Clara counties in California in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.


8.1 Integration. This Agreement incorporates by reference all URL Terms (as applicable), Exhibits and Estimate/Order Forms, and this Agreement, together with such referenced items, constitute the entire understanding between Customer and Oracle and are intended to be the final and entire expression of their agreement. The parties expressly disclaim any reliance on any and all prior discussions, emails, RFP’s and/or agreements between the parties. There are no other verbal agreements, representations, warranties undertakings or other agreements between the parties. Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Customer in connection to this Agreement be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Oracle to object to such terms, provisions, or conditions. The Agreement shall not be modified, or amended, except as expressly set forth herein, or in writing and signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted, or by a properly executed Estimate/Order Form. Notwithstanding the above, after execution of this Agreement, and during the electronic provisioning of Customer’s account, Customer will be presented with the requirement to “agree” to a click through agreement pertaining to “Main Terms of Service” or “Terms of Service” for NetSuite Applications before Customer’s account can be successfully provisioned. Customer acknowledges that other click through agreements found at www.netsuite.com/termsofservice (or other similar sites) shall apply if optional services or features are subsequently ordered or activated. For clarity, such other click through agreements will only apply to such optional services or features.

8.2 Other General Provisions. This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except that Oracle may assign without consent to a related entity or the successor of all or substantially all of the assignor’s business or assets to which this Agreement relates. There are no third-party beneficiaries to this Agreement. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Oracle reserves the right to name Customer as a user of the Service. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. A waiver of any breach under this Agreement should not constitute a waiver of any other breach or future breach. Neither party shall be liable for loss, delay, nonperformance (including failure to meet the service level commitment but excluding payment obligations) to the extent resulting from any force majeure event, including, but not limited to, acts of God, strike, riot, fire, explosion, flood, earthquake, natural disaster, terrorism, act of war, civil unrest, criminal acts of third parties, failure of the Internet, governmental acts or orders or restrictions, failure of suppliers, labor stoppage or dispute (other than those involving Oracle employees), or shortage of materials, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible and any delivery date shall be extended accordingly. The Section headings used in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement in any way. Sections 4.2, 4.3, 4.4, 4.5, 6, 7 and 8 of this Agreement and Sections 1 (Definitions), 2.9 (Confidentiality), 2.11 (Ownership of Customer Data), 2.12 (Oracle Intellectual Property Rights), 2.13 (U.S. Government Rights), 2.14 (Dispute Resolution), 4 (Disclaimer of Warranties), 6 (Indemnification), 7 (Suspension/Termination), and the “Section Headings and Numbers” provision of the Terms of Service shall survive the termination or expiration of this Agreement. This Agreement may be executed in counterparts and/or by facsimile or electronic signature and if so executed shall be equally binding as an original copy of this Agreement executed in ink by both parties.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. IF THE PERSON SIGNING BELOW AS CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

CUSTOMER

By: ____________________________

Print Name: ____________________________

Job Title: ____________________________

Company: ____________________________

Date: ____________________________

ORACLE AMERICA, INC.

By: ____________________________

Print Name: ____________________________

Job Title: ____________________________

Company: ____________________________

Date: ____________________________
Subscription Services Agreement

This Agreement may be signed electronically, in which case signatures may appear above or on the last page.
## Estimate

**Date** | **Estimate #**
---|---
9/25/2017 | ES-4302

---

### Bill To

Wally Bobkiewicz  
City of Evanston, Illinois  
2100 Ridge Avenue  
Evanston IL 60201  
United States

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<th><strong>Expiration Date</strong></th>
<th><strong>Subscription Billing Term</strong></th>
<th><strong>License Term</strong></th>
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<td>Annual - Net 30</td>
<td>24 months</td>
<td>10/31/2017</td>
<td>10/31/2019</td>
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### Contact Information

**Name**: Wally Bobkiewicz  
**Email**: wbobkiewicz@cityofevanston.org  
**Phone**: (847) 866-2936

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<th><strong>Description</strong></th>
<th><strong>Term</strong></th>
<th><strong>Total $</strong></th>
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</table>
| Rental Registration & Inspection | 1 | GovSense Code Enforcement Management:  
- Manage Unlimited Case Types, workflows, and stages  
- Auto-generate notices, emails, and letters  
- Manage holds, alerts, and external communication cadence  
- Store Municipal Code for easy reference  
- Online compliant management forms and email to case functionality  
- Real-time dashboards with key business metrics and reports snapshots  
GovSense GIS Integration:  
- Integrate with ESRI ArcGIS Web Platform  
- Leverage Token-Based Authentication via Web Service Endpoints  
- Bi-directional sharing of data between ESRI and GovSense  
- Fully configurable solution to consume or publish data  
- Integration to ESRI Story Maps  
- Real-time dashboards with key business metrics and reports snapshots  
GovSense Inspection Management:  
- Manage Unlimited Inspection Types, workflows, and statuses  
- Easily accept requests and assign through automation or live edit  
- Manage holds, alerts, and automated emails and text messages  
- Automated re-inspection scheduling and fee calculation  
- Real-time dashboards with key business metrics and reports snapshots  
GovSense Permit Management:  
- Manage Unlimited Permit Application Processes, Fees, and Workflows  
- Assign, Route, and Manage Tasks through the Project & Plan Check Lifecycle  
- Define Hold, Conditions, and Bonds  
- Manage Projects, Subdivisions, and Location Driven Decisions  
- Real-time dashboards with key business metrics and reports snapshots | Custom | 0.00 |
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<th>Item</th>
<th>Qty</th>
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<td>GS Support</td>
<td>1</td>
<td>Year 1 Support Service Package:</td>
<td>Custom</td>
<td>0.00</td>
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<td></td>
<td></td>
<td>- Our Support includes 24/7 Customer Portal Access for up to 2 users, email and phone support from 8 a.m. - 6 p.m. EST.</td>
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<tr>
<td>GS Support</td>
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**Total** $5,500.00
GovSense, LLC
SaaS Services Agreement

Business Name: City of Evanston, Illinois (hereinafter, "Client" or "You")

Contact Name: Maleka Sumar Email address: msumar@cityofevanston.org

Street Address: 2100 Ridge Avenue

City: Evanston State: Illinois Zip Code: 60201

Telephone Number: (847) 448-8071

Accounts Payable Contact Name: Wally Bobkiewicz AP Contact Email: wbobkiewicz@cityofevanston.org

This Software-as-a-Service (SaaS) Services Agreement (the "Agreement") is between You and GovSense, LLC (the "Company", "we" or "us") (together with You, the "Parties"), and it becomes effective as of the date of Your signature below (the "Effective Date"). This Agreement relies on certain defined terms, and these terms are specified in Section 10 or are otherwise defined in context.

1. GovSense SaaS Services. We provide access to a web-based portal containing data, reports, dashboards, and analytics through a product named GovSense (the "SaaS Services"). As part of the SaaS Services, the Company will provide support and maintenance services as outlined in the Support Addendum annexed hereto, as well as consulting, implementation assistance, and/or support for the GovSense product as agreed upon in one or more Statements of Work entered into hereunder.

2. User Subscriptions. Client agrees that SaaS Services are purchased as user subscriptions and may be accessed by no more than one (1) user. Additional user subscriptions may be added during the subscription Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription Term in effect at the time the additional user subscriptions are added. Such additional user subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated users only and cannot be shared or used by more than one user concurrently.

3. Grant of Rights; Intellectual Property Ownership. To provide the SaaS Services, we use proprietary software ("Software"), know-how and other items that together embody GovSense IP. The Company and its licensors own the Software, reports, and all associated intellectual property. You retain ownership of Client Information and intellectual property rights associated with such Client Information. The Company owns the Intellectual Property associated with all the content in the reports, including all information, artwork, text, trademarks, trade dress and report formatting. We grant You a non-exclusive, non-transferable, royalty-free, license to access and use the reports for Your internal business purposes during the Term of this Agreement.

3.1 Custom Developed Software. In the event the Company develops modifications or custom software ("Developed Software"), the Company grants to Client a non-exclusive, fully paid license to use the Developed Software for the Term of this Agreement. The use of the Developed Software shall be in accordance with this Agreement or such other written agreement as the Parties may enter into. Maintenance and support for the Developed Software may be obtained from the Company on a time and materials basis, as defined in one or more SOWs to be entered into between You and the Company, pursuant to this Agreement. The Parties understand and agree that the Developed Software is the property of the Company and it shall have sole and exclusive ownership of the software including all copyrights, trademarks and patents.

4. Intellectual Property Rights. In the course of performing its duties under the SOWs entered into under this Agreement, the Company may use enhancements, discoveries, processes, methods, designs and know-how, whether or not copyrightable or patentable, which the Company conceived during the course of other consulting engagements. In addition, the Company may independently develop enhancements, processes, methods, designs or know-how during the Term of this Agreement and Client acknowledges that the Company may use such enhancements, processes, methods, designs and know-how in its business operations with other Clients. The Parties understand and agree that the custom developed enhancements, processes, methods, designs, know-how, or other such similar matters are the property of the Company and it shall have sole ownership of all such matters, including copyrights, trademarks and patents.

5. Charges and Payment of Fees. You will pay us for the SaaS Services per Exhibit A outlined in this Agreement. Furthermore, You will pay us for travel and accommodation expenses incurred at Your request.

5.1 Billing. You are responsible for payment of our invoices, and You shall pay such fees directly to us without delay or set-off, as provided in Section 5.2.

5.2 Payment Terms. Except for Setup/Launch Fee, which is due upon execution of this Agreement, payment is due within...
5.3. Taxes. Unless otherwise stated, The Company’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Client is responsible for paying all taxes associated with Client’s purchases hereunder. For clarity, the Company is solely responsible for taxes assessable against it based on income, property and employees.

6. Confidentiality. Confidential or sensitive information one Party (the "Disclosing Party") provides to the other Party (the "Receiving Party") under this Agreement shall be governed as follows:

6.1. Confidential Information. “Confidential Information” means non-public and proprietary know-how and information disclosed under this Agreement, whether oral or written or electronic, that (a) concerns the SaaS Services, the reports or the software, technology, customers, finances, methods, research, processes or procedures of either the Company or Client; and (b) is designated as "Confidential" or "Proprietary" by the Disclosing Party at the time of disclosure or within a reasonable period thereafter. Confidential Information also includes, without limitation, information relating to the disclosing party’s business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, Client lists, and financial results. Confidential Information also includes information received from others that the disclosing party is obligated to treat as confidential and oral information that is identified by the disclosing party as confidential. Confidential Information disclosed by a subsidiary of the disclosing party and/or its agents is covered by this Agreement. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine readable. Confidential Information shall not include any information that (1) is already known to the receiving party or its affiliates, free of any obligation to keep it confidential; (2) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (3) is received by the receiving party from a third party without any restriction on confidentiality; (4) is independently developed by the receiving party or its affiliates; (5) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (6) is approved for release by prior written authorization of the disclosing party.

6.2. Non-disclosure. As a result of the business relationship formed by this Agreement, the Parties hereto may have access to Confidential Information. The Parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party’s Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. The Receiving Party will retain the Disclosing Party’s Confidential Information in confidence, and shall not use or disclose Confidential Information except for purposes permitted under this Agreement. The Receiving Party shall be entitled to disclose Confidential Information of the Disclosing Party (i) to its employees, provided such employees are bound by non-disclosure obligations no less protective than those set out in this Agreement, and (ii) to affiliates and vendors, provided such affiliates and vendors are bound by non-disclosure obligations no less protective than those set out in this Agreement.

6.3. Standard. Each Party will use at least the same degree of care in safeguarding the other Party’s Confidential Information as it uses in safeguarding its own Confidential Information, but shall not use less than reasonable care and diligence.

6.4. Exceptions. Sections 6.1 and 6.2 will not apply to Confidential Information the Receiving Party can demonstrate: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) was or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information; (iii) was independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information; or (iv) is required to be disclosed by law.

6.5. Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. The Confidential Information of one party may be used by the other party only to fulfill its obligations under this Agreement.

6.6. The Parties acknowledge that any use or disclosure of the other party’s Confidential Information in a manner inconsistent with the provisions of the engagement letter may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both Parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure.

6.7. The terms and provisions of this Section 6 shall survive any termination of the engagement letter for any reason for a period of 2 years.

7. Term and Termination

7.1. Term. The initial term of this Agreement shall be twenty-four (24) months with one-year option to renew ("Initial Term"). Subsequent renewals will be affirmative.

7.2. Effect of Termination. In the event of a termination of this Agreement, all invoices and fees owed to us by You shall become immediately due and payable. All terms and provisions under this Agreement that should by their nature survive the termination of this Agreement will so survive, including, without limitation, Sections 5.2, 6, 7.2, 8, 9 and 10.
8. Representations and Warranties; Disclaimers

8.1. GovSense SaaS Services and Reports; Exclusive Remedy. During the Term, the Company will use reasonable efforts to provide the SaaS Services in a good and workmanlike manner. The Company will resolve any breach of this Agreement by the Company within thirty (30) days after receiving Your written notice concerning such breach. This shall be Your sole remedy for any breach by the Company with respect to the SaaS Services.

8.2. Hosting Compatibility. You represent and warrant that, You understand that GovSense is a NetSuite hosted product and that You must have a NetSuite license to use the SaaS Services. You are responsible for obtaining such NetSuite license and do not hold the Company responsible for supporting the SaaS Services on any other hosting platform.

8.3. Client Information. You represent and warrant that, during the Term, You hold all rights and permissions necessary to provide Client Information to us for the uses specified in this Agreement. You are responsible for the accuracy, integrity and completeness of Client Information.

8.4. Disclaimers. EXCEPT AS PROVIDED IN SECTION 8.1, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), EXCEPT DIRECT DAMAGES, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SaaS SERVICES. YOUR REMEDIES UNDER SECTION 8.1 ARE IN LIEU OF ALL OTHER RIGHTS AND REMEDIES. EXCEPT FOR A BREACH OF SECTION 6.2, IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY TO THE OTHER UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY YOU TO US.

10. General

10.1. No Waiver. The failure of the Company to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

10.2. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

10.3. No Agency. For the purposes of this Agreement, the Parties will at all times be independent contractors with no right to bind or obligate the other in any manner whatsoever. Nothing in this Agreement shall operate to create a partnership between the Parties, or to authorize either Party to act as agent for the other.

10.4. Governing Law. Illinois law, without reference to rules governing conflict of laws, shall apply to this Agreement and any dispute between the Parties related hereto. Any such dispute shall be resolved through binding arbitration in Cook County, Illinois. The foregoing shall not apply to injunctive relief sought with respect to any breach or alleged breach of Section 6.

10.5. Entire Agreement. This Agreement contains the entire understanding of the Parties regarding its subject matter and supersedes all prior agreements between the Parties, both oral and written, and can be modified only by a subsequent written agreement executed by both Parties.

10.6. Counterparts. The Parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

10.7. Dispute Resolution. As a condition precedent to filing an action in a court of competent jurisdiction in Cook County, Chicago, Illinois, the Parties agree to mediate their dispute within forty-five days (45) of either party receiving notice of a request to mediate. The Parties shall agree on a mediator or in the event the Parties cannot agree, each party shall choose a mediator who in turn shall choose the mediator to hear the dispute. The Parties by written agreement may treat the mediation as binding arbitration. The cost of mediation or binding arbitration shall be borne by the losing party.

10.8. Force Majeure. The Company shall not be responsible for failure to perform in a timely manner under this engagement letter when its failure results from any of the following causes; Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption or any cause beyond its reasonable control. In addition, the Company shall not be responsible for equipment or component failures due to defective manufacturing or defective software or for delays in shipment of equipment or components timely ordered.

10.9. Notices. Any notice or other communication required or permitted shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective Parties at their principal place of business or at such other addresses as may be specified by either party.

10.10. Services. Client shall provide the Company suitable office accommodations, if needed, and complete access to computer systems so as to enable the Company to perform the services referenced in the engagement letter.

10.11. Independent Contractor. The Company is an independent contractor. Neither the Company nor Client are, or shall be deemed for any purpose to be, employees or agents of the other and neither party shall have the power or authority to bind the other party to any contract or obligation. The Company has the sole authority to direct the work of its employees and determine the materials necessary to perform their duties pursuant to the terms of the contract. The Company shall retain the right to perform work for others during the Term of this Agreement.
11. Definitions

11.1. "Client Information" means information generated by You concerning financial, business, and/or resource analytics and/or management.

11.2. "GovSense" is a cloud-based enterprise resource planning ("ERP") software, providing a full service platform for government and regulatory management offered as part of the SaaS Services.

11.3. "GovSense IP" means methods, algorithms, inventions, know how, information, data, logos, and other elements that we use to provide our SaaS Services, including but not limited to the software code constituting, incorporated into, or otherwise created and used by the Company and/or its affiliates in association with the GovSense product.

11.4. "Statement of Work" or "SOW" means an agreement entered into pursuant to this Agreement and subject to the terms hereof which sets forth the specific service which the Company agrees to perform for Client and the terms and/or specifications agreed upon with respect to those services. Statements of Work shall, unless agreed specifically to the contrary by the Parties be in substantially the form set forth in Exhibit B to this Agreement.

Each individual that is a signatory below certifies that he/she is the authorized agent/representative of the respective party on which behalf such signatory is executing this Agreement, intending thereby to bind each such respective party with respect hereto.

GovSense, LLC.

BY: ____________________________
TITLE: __________________________
DATE: __________________________

CLIENT __________________________

BY: ____________________________
TITLE: __________________________
DATE: __________________________
EXHIBIT A
PRICING

Please see GovSense Estimate # ES-4302
Support Addendum

THIS Support Addendum (“Support Addendum”) is incorporated into the SaaS Services Agreement, between GovSense, LLC (the “Company”) and City of Evanston, Illinois (“Client”).

1. **Introduction.** This Support Addendum covers standards for the provision of maintenance, management and support, and operations by the Company to Client, in connection with that certain SaaS Services Agreement dated as of 10/31/17, between Client and the Company (the “SaaS Agreement”). The SaaS Agreement terminates on 10/31/2019 (if not renewed) and this Support Addendum, and the pricing contained herein, has been structured to run concurrently with the SaaS Agreement. Capitalized terms used but not defined herein will have the meaning ascribed thereto in the SaaS Agreement.

   In accordance with the SaaS Agreement, the Company has granted to Client a license to use the SaaS Services (as defined in the SaaS Agreement). To support Client, the Company will: (i) provide maintenance and support for the SaaS Services, pursuant to Section 7 of the SaaS Agreement and Section 2 of this Support Addendum (“Maintenance Services”).

2. **Maintenance Services.**

2.1 **Scope of Services.**

   (a) The following are the Maintenance Services that will be provided by the Company in connection with the SaaS Services, the Company shall provide Support Services to Client with such services defined as the provision of dedicated, skilled, knowledgeable and experienced employees to staff a “help desk” call center, using a toll free service number and e-mail system. Sufficient staffing shall be maintained to answer all incoming calls or respond by e-mail, within sixty (60) minutes from the initial contact made, either by telephone or email and respond with resolution to issues as outlined in in this Support Addendum.

As of the date of this Agreement the toll-free support number is 888-824-1293 and the support email address is support@govsense.com. Hours for availability of the Support Services are listed below:

**SUPPORT SERVICES HOURS**

<table>
<thead>
<tr>
<th>Days</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday – Friday</td>
<td>8 am to 6 pm EST</td>
</tr>
<tr>
<td>Saturday – Sunday</td>
<td>24 hour call back</td>
</tr>
<tr>
<td>Holidays</td>
<td>New Year’s Day; Martin Luther King Day; President’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving; Day after Thanksgiving; Christmas</td>
</tr>
</tbody>
</table>

2.2 **Problem Classification**

<table>
<thead>
<tr>
<th>SEVERITY LEVEL</th>
<th>DESCRIPTION</th>
<th>PROBLEM RESPONSE TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Mission-Critical Impact- SaaS Services or System Down: Software Application cannot be accessed over a public internet connection</td>
<td>Within 4 Hours</td>
</tr>
<tr>
<td>2</td>
<td>Business Productivity Impact: Isolated Issue that Adversely Affects normal business operations</td>
<td>Within 2 business days</td>
</tr>
<tr>
<td>1</td>
<td>Minor Service Impact: Minor component of functionality does not operate as intended, but most normal business operations can still be performed</td>
<td>Within thirty (30) business days</td>
</tr>
</tbody>
</table>
Notwithstanding the foregoing definitions, problems caused by or arising from the following will not be considered "problems" for the purposes hereof and will not be subject to the Company's obligation to provide Maintenance Services: (i) failure or unavailability of the NetSuite platform; (ii) failure of telecommunications hardware or equipment; (iii) failure or unavailability of the Client's systems or IT infrastructure; and (iv) Force Majeure (as defined in Section 3.3 of this Support Addendum).

2.3 Maintenance Standards. The Company shall use its best commercially reasonable efforts to meet the response times and resolution targets set forth in this Section 2.


3.1 Warranties. The Company shall perform the Maintenance Services and all other services specified herein in a good, workmanlike and professional manner using qualified personnel fully familiar with the SaaS Services.

3.2 Term. The term of this Support Addendum will commence as of [10/31/2019] and will terminate contemporaneously with the termination of the SaaS Agreement.

3.3 Force Majeure. The Company will not be responsible or liable for, and will be excused from, any nonperformance or delay in the performance of any of its obligations under this Support Addendum if and to the extent that such nonperformance or delay (i) is caused by an act of God, natural disaster, civil disturbance, war, fire, earthquakes, changes in law, regulation or government policy, or nonperformance by any third party (including vendors or suppliers), or any other factor beyond the control of the Company, whether or not foreseeable ("Force Majeure"); and (ii) could not have been prevented by the Company's taking normal and customary precautions. In the event that the Company is excused from the performance of its obligations pursuant to this Section 3.3, then the Company will use its best commercial efforts that are practicable under the circumstances to resume performance of its obligations as soon as feasible.

3.4 Exclusivity of Remedies. The provisions of this Support Addendum and the SaaS Agreement constitute the exclusive provisions applicable to the Company's maintenance and support of the SaaS Services and the provision and support therefor. The Company disclaims any and all warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, except as specifically set forth herein.

3.5 Notices. Any notices given hereunder shall be given pursuant to and as provided in the SaaS Agreement. In addition, Client agrees that the Company may provide invoices to Client by means of facsimile or email transmission.

3.6 Limitation of Liability. The parties' limitations of liability set forth in Section 9 of the SaaS Agreement shall apply to this Support Addendum.

3.7 Miscellaneous

(a) If any provision of this Support Addendum is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision hereof.

(b) This Support Addendum, together with the SaaS Agreement, represents the entire agreement of the parties with respect to the subject matter hereof and any other previous understanding, commitments, or agreement, oral or written, between Client and the Company with respect to the subject matter hereof.

(c) No failure by either party to insist upon the strict performance of any covenant, term or condition of this Support Addendum, or to exercise any right or remedy, shall constitute a waiver of such right or remedy on any subsequent occasion.

(e) This Support Addendum may not be amended except in writing executed by duly authorized representatives of both the Company and Client.
GovSense Implementation

Statement of Work

10 October 2017

The information in this document is confidential between Client and GovSense. This document must not be disclosed to any third party without prior consent from GovSense.
Reference

GovSense’s Professional Services organization ("PS") proposes the following implementation services package ("Services") for City of Evanston, Illinois. ("Client").

Objective

Pursuant to this Statement of Work ("SOW"), PS will implement the GovSense Rental Registration & Inspection software as specified herein (collectively the “System”), for Client. The System will be implemented to operate on an outsourced, Software as a Service basis. The implementation project is designed to help Client realize the full value of GovSense’s rental registration & inspection software. Using our proven Project Methodology, our PS team will work hand-in-hand with Client project team to evaluate requirements and configure the system as specified in this Statement of Work.

Solution Overview

Our summary understanding of the solution scope determined mutually by PS and Client:

**In scope Applications, Solutions, and Implementation Services**

- Local Government Inspections, Code Enforcement, and Property Registration and Renewal
- Property Registration Types, Statuses, Fees, and Renewals
- Inspection Types, Statuses, and Fees
- Code Case Types, Statuses, Letter / Email Templates, Site Visits, and Fines
- Reporting
- Historical Inspection Data from one consolidated access database
- On-Site and Offsite Setup Review, Training, and Go-Live Support
- ESRI WebGIS platform plugin
  - Integration through web services via ArcGIS server or ArcGIS Online
- Flat file or API-driven integration to financial solution
- Post Go-Live Support

**Out of scope Applications, Solutions, and Implementation Services**

- Custom Integrations not defined in this Statement of Work
Services Scope

At GovSense, we use a proven and strategic approach to implementations. GovSense’s Professional Services (PS) project team follows an implementation approach that teams the PS project team with the City of Evanston team. This implementation methodology is a framework of phases, tasks, and milestone dates based on best practices and PS’s depth of experience. GovSense and the City of Evanston will work together during the engagement to ensure a successful on-time and on-budget implementation. GovSense has provided a simple overview of the phases of the implementation below:

Task 1: Project management and Coordination

GovSense has a team of consultants with years of experience running enterprise level engagements in multiple industries. Our project coordinator ensures that best practices and coordination is conducted throughout the life of the project. A detailed work plan and business requirements document will be designed with the customer upon selection of GovSense.

Task 1: Deliverables

As part of our standard, agile project management processes, the project team will work with the Client to agree upon a business requirements document. This document will include overall operational goals for the Client and per each transaction (process in Section E) the required input, workflows, fees, and output. Below we have provided a sample bi-weekly template we use for each project; however, we take it many steps further to ensure full transparency within the implementation.

1. We ask a project lead from each department to provide a 1 slide status bi-weekly of their perception of the implementation. Our project coordinator compiles these slides and presents them to the client sponsor.

2. We manage the requirements, test cases, testing, and actions within our Implementation Bundle built directly in GovSense. This application provides value to the Client on multiple levels. First, there is one centralized location for senior leadership, managers, and daily users to view use cases, testing progress by department, open configuration items, and overall activity. Next, when testing scenarios fail, each user has the ability to flag the specific record and write a simple summary on what happened and why it failed. Finally, post-implementation, questions around why a certain process behaves in a particular way can be reviewed. Adhering to our core mission and name, we just think this makes sense.
Task 2: Perform Initial Installation

Being a true-cloud solution, we are able to provision your production instance in a few days after contract execution. Upon completion of the employee template, we will load the initial users and allow the appropriate administrators and power users access GovSense in this brief period.

Task 2: Deliverables

Access will be granted to administrators and power users with base configuration within days of contract execution by all parties (NetSuite, GovSense, and City of Evanston). Administrators and power users will be granted access and sample data can be loaded by request in case users want to “test drive” GovSense.

Task 3: Assist with Business Process Design, Address Gaps, and Configure Software

After years of implementing enterprise-class solutions (land, license, financials, etc.) we have found that the most successful projects are when the customer participates actively through the implementation and owns Business Process Documentation processes. A document is valuable; however, having a City of Evanston employee available for discussions around the decisions and maintaining the on-going evolution of GovSense is most valuable. In our standard implementation model, we will provide reports containing the documented transaction types, statuses, fees, and general configuration options stored in GovSense. Also administrators and power users have the ability to append descriptions to workflows, custom fields, and custom forms.

Task 3: Deliverables

As part of our standard implementation GovSense follows the business requirements document to configure each process to test. For any custom integrations, we will provide field mapping as well as descriptions sent and received in conjunction with the timing and iterations of the interface. Other configuration object such as field definitions, standard configuration mapping (e.g. Esri integration or Electronic Plan Review integration), and security rights/roles, are transparent to all administrators.

Task 4: Migrate Historical Data / Develop Interfaces

Migrating the City of Evanston’s historical data will require and export or access to the current data set.

Task 4: Deliverables

As part of the Data Conversion, GovSense will work with the City of Evanston to develop a data conversion plan that identifies the data to be converted and the mapping of historical fields to new fields where appropriate. Contained within this document will be the roles and responsibility for data extraction. Tested interfaces and Tested Migration data fall within our native application for user acceptance testing. Reconciliation reports will be available for record count and financial (transactional) data where appropriate.
**Task 5: Conduct training**

We are strong advocates that training begins at day one of the implementation. We try to use every opportunity to discuss and demonstrate how processes can be managed in GovSense with real-world scenarios within the application. Our team is able to run training scenarios for end-to-end processing.

**Task 5: Deliverables**

GovSense focuses on empowering stakeholders, administrators, and department power users as their leadership ensures the change management success of the project. As part of our training plan, we can assist in the development of classes and curriculum, a training schedule, and standard documents. Attendance and scheduling of user’s time is a responsibility of the project sponsor.

**Task 6: Go-Live Support**

Upon completing the tasks above, the City of Evanston and a successful Go-Live, the project will be considered completed and the Client will be officially declared “Live” on GovSense.

**Task 6: Deliverables**

Upon Go-Live, the City of Evanston will be assigned a customer success manager and be transitioned to GovSense customer support.
Pricing Overview

The effort defined in this Statement of Work will be performed and billed on a time and materials basis. This statement of work as outlined in this document reflects PS’s current understanding of Client’s requirements. The actual effort, and therefore cost, may change as Client requirements become known or change throughout the project.

<table>
<thead>
<tr>
<th>One-Time Costs</th>
<th>Description</th>
<th>Days</th>
<th>Fee per Day</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>Dedicated Project Manager</td>
<td></td>
<td></td>
<td>$3,600</td>
</tr>
<tr>
<td>Project Planning</td>
<td>On-Site Analysis, Business Requirements Document Definition, and On-Site Implementation Strategy Presentation.</td>
<td>1</td>
<td>$1,200</td>
<td>$1,200</td>
</tr>
<tr>
<td>Configuration</td>
<td>Standard Configuration of GovSense to mirror the business requirements document and working models; thus, enabling successful Agile Testing Iterations.</td>
<td>3</td>
<td>$1,200</td>
<td>$3,600</td>
</tr>
<tr>
<td>Training</td>
<td>On-Site and Off-Site Training Services</td>
<td>2</td>
<td>$1,200</td>
<td>$2,400</td>
</tr>
<tr>
<td>Go-Live</td>
<td>Onsite Go-Live Support</td>
<td>1</td>
<td>$1,200</td>
<td>$1,200</td>
</tr>
</tbody>
</table>
Travel and Expenses

<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>To be billed as incurred at actual</td>
<td>1</td>
<td>$1,700</td>
</tr>
<tr>
<td>One-Time Cost of Implementation Services</td>
<td></td>
<td>$18,500</td>
</tr>
</tbody>
</table>

**Terms**

All invoices will be created on the 15th and 30th of each month and will carry terms of “Net 30”.

It is contemplated that part of the work associated with this SOW will be performed off-site.

All activity and personnel will be scheduled when this Statement of Work is accepted.

This proposal represents the assessment of requirements derived jointly by PS and Client representatives.
Warranties, Disclaimers, Limitation of Liability

1. Warranties. GovSense warrants that it has full power and authority to enter into this SOW and perform the Services contemplated herein. GovSense warrants that all Services will be performed consistent with generally accepted industry standards and in a professional and workmanlike manner. GOVSENSE DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES.

2. Confidentiality. Because of the consulting engagement, the parties may have access to information that is confidential to one another (Confidential Information). Confidential Information means nonpublic information that the disclosing party designates as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential. Confidential Information includes, without limitation, information relating to the disclosing party's software or hardware products which may include source code, API data files, documentation, specifications, data bases, networks, system design, file layouts, tool combinations and development methods as well as information relating to the disclosing party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, Client lists, and financial results. Confidential Information also includes information received from others that the disclosing party is obligated to treat as confidential and oral information that is identified by the disclosing party as confidential. Confidential Information disclosed by a subsidiary of the disclosing party and/or its agents is covered by this Agreement.

Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine readable. Confidential Information shall not include any information that (1) is already known to the receiving party or its affiliates, free of any obligation to keep it confidential; (2) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (3) is received by the receiving party from a third party without any restriction on confidentiality; (4) is independently developed by the receiving party or its affiliates without use of or reference to the Confidential Information; or (5) is approved for release by prior written authorization of the disclosing party. The parties agree to maintain the confidentiality of the Confidential Information and to protect it as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. The Confidential Information of one party may be used by the other party only to fulfill its obligations under this Agreement.

(a) The parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with or in breach of the provisions of this SOW may cause the receiving party irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the receiving party may request injunctive or other equitable relief seeking to restrain such use or disclosure.

(b) The terms and provisions of this Section 2 shall survive any termination of this SOW for any reason for a period of 2 years; provided that each party shall continue to maintain and use Confidential Information of the other party that constitutes a trade secret applicable law in accordance with, and subject to, the terms of this Section 2 for so long as a such Confidential Information continues to constitute a trade secret under applicable law.

3. Custom Developed Software. In the event GovSense develops modifications or custom software ("Developed Software"), GovSense grants to Client a non-exclusive, fully paid license to use the Developed Software. The use of the Developed Software shall be in accordance with this agreement or such other written agreement as the parties may enter into. Maintenance and support for the Developed Software may be obtained from GovSense on a time and materials basis. The parties understand and agree that the Developed Software is the property of GovSense and it shall have sole and exclusive ownership of the software including all copyrights, trademarks and patents.

4. Intellectual Property Rights. Subject to Section 2 hereof, in the course of the consulting engagement, GovSense may use enhancements, discoveries, processes, methods, designs and know-how, whether or not copyrightable or patentable, which GovSense conceived during the course of other consulting engagements. In addition, and subject to Section 2 hereof, GovSense may independently develop enhancements, processes, methods, designs or know-how during the term of this consulting engagement and Client acknowledges that GovSense may use such enhancements, processes, methods, designs and know-how in its business operations with other Clients. The parties understand and agree that the custom developed enhancements, processes, methods, designs, know-how, or other such similar matters developed in accordance with the terms hereof are the property of GovSense and it shall have sole ownership of all such matters, including copyrights, trademarks and patents. GovSense provides unlimited rights to Client to utilize any of these custom developed IP that were developed on Client's behalf.

5. Term and Termination. The term of this SOW shall commence on the date hereof and, unless earlier terminated as provided below, shall continue until completion of the Services. In the event of any breach of any term or provision of this SOW by one party, the other party may cancel this SOW by giving thirty (30) days prior written notice thereof; provided, however, that this SOW shall not terminate at the end of the thirty (30) day notice period if the party in breach has cured the breach to the satisfaction of the other party prior to the expiration of the thirty (30) day period. In addition, Client shall have the right to terminate this SOW without cause upon fifteen (15) days prior written notice to GovSense. In such case, Client shall be responsible for payment of all Services rendered prior to the date of termination.

6. Limitation of Liability. With the exception of either party's breach of Section 2 (Confidentiality) or any third party claim for infringement relating to any software or other intellectual property provided by GovSense to Client, GovSense’s entire liability to Client or any other party for any loss or damage resulting from any claims, demands, actions arising out of this SOW or the performance of or failure to perform the Services or the Developed Software shall not exceed the fees paid to GovSense for the Services giving rise to the liability, notwithstanding any failure of essential purpose of any limited remedy.
7. No Liability for Consequential Damages. With the exception of either party’s breach of Section 2 (Confidentiality) or any third party claim for infringement relating to any software or other intellectual property provided by GovSense to Client, in no event shall either party be liable for any indirect, incidental, consequential, special or exemplary damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of this SOW or the performance or failure to perform Services, or for acts of negligence that are not reckless or intentional in nature, even if the party has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

8. Independent Contractor. GovSense is an independent contractor. Neither GovSense nor Client are, or shall be deemed for any purpose to be, employees or agents of the other and neither party shall have the power or authority to bind the other party to any contract or obligation. GovSense has the sole authority to direct the work of its employees and determine the materials necessary to perform their duties pursuant to the terms of the contract. GovSense shall retain the right to perform work for others during the term of the consulting engagement.

9. Governing Law, Venue and Fees. The parties agree that this consulting agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought pursuant to this contract shall be filed in any court having jurisdiction in Cook County, Chicago, Illinois. In the event that either party is required to bring an action or seek mediation to enforce any term or condition of this agreement, either party shall be entitled to recover its costs including reasonable Attorney’s fees.

10. Entire Agreement; Modifications. Each party acknowledges that it has read the SOW and the exhibits attached thereto, and further agrees that the SOW and the exhibits thereto are the complete and exclusive statement of the parties and supersedes and merges all prior proposals understandings and agreements, oral or written, between the parties relating to the subject matter hereof, including without limitation, the terms of any Client request for proposal or the standard printed terms on any Client purchase order. No modification, amendment, supplement to or waiver of this SOW or any exhibit hereunder shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

11. Severability. In the event any one or more of the provisions of this SOW or of any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

12. Dispute Resolution. As a condition precedent to filing an action in a court of competent jurisdiction in Cook County, Chicago, Illinois, the parties agree to mediate their dispute within forty-five days (45) of either party receiving notice of a request to mediate. The parties shall agree on a mediator or in the event the parties cannot agree, each party shall choose a mediator who in turn shall choose the mediator to hear the dispute. The parties by written agreement may treat the mediation as binding arbitration. The cost of mediation or binding arbitration shall be borne by the losing party.

13. Force Majeure. GovSense shall not be responsible for failure to perform in a timely manner under this SOW when its failure results from any of the following causes; Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption or any cause beyond its reasonable control. In addition, GovSense shall not be responsible for equipment or component failures due to defective manufacturing or defective software or for delays in shipment of equipment or components timely ordered.

14. Notices. Any notice or other communication required or permitted shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at their principal place of business or at such other addresses as may be specified by either party.

15. Services. Client shall provide GovSense suitable office accommodations, if needed, and complete access to Client’s Netsuite ERP system and all computer systems and data related thereto necessary for GovSense to perform the services referenced in this SOW.
In witness thereof, the parties have executed this SOW by their duly authorized representative, each of which shall be deemed an original, and it shall be effective as of the last date executed below:

| City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201 | GovSense, LLC  
2500 Northwinds Pkwy, Suite 280  
Alpharetta, GA 30009 |
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For City Council meeting of October 23, 2017

Resolution 83-R-17: Agreement between the City of Evanston and the American Federation of State, County and Municipal Employees (AFSCME)

For Action

Memorandum

To: Honorable Mayor and Members of the City Council

From: Erika Storlie, Deputy City Manager
      Jennifer Lin, Human Resources Division Manager
      Kimberly Richardson, Assistant to the City Manager

Subject: Resolution 83-R-17, Collective Bargaining Agreement with AFSCME

Date: October 16, 2017

Recommended Action:
Staff recommends City Council adoption of Resolution 83-R-17 authorizing the City Manager to execute a collective bargaining agreement with the American Federation of State, County and Municipal Employees (AFSCME) bargaining unit effective January 1, 2017 through December 31, 2018. City Council approval will ratify the tentative agreements executed throughout the negotiation process.

Funding Requirements and Sources:
Based on current fiscal year, the contract meets budget expectations with a 2.75% general wage increase. For the second year of the contract, the agreed upon general wage increase is 3.0%. This increase is offset by benefit decreases to the PPO Health Plan offered to all AFSCME members.

Livability Benefit:

Summary:
The City and AFSCME conducted multiple negotiation sessions over the last year.

Major provisions of this contract include:

Term:
2 years from January 1, 2017 through December 31, 2018. The previous agreement was 3 years in length

- General Wage Increase (“GWI”):
  - GWI 2.75% 2017 (Effective date: June 26th, 2017)
  - GWI 3.0% 2018
• Reduction in PPO Health Plan:
  o Reduce Co-insurance for in network from 100% to 90%
  o Increase deductible from $350 single/$1,050 family to $500 single/$1,500 family
• Reduce annual sick time buyout from max of 5 days to max of 3 days
• Change probationary period for new employees to 1 year (previously 6 months)
• One-time increase of 4 floating holidays for 2018 only.

Attachments:
Resolution 83-R-17
Draft Agreement
83-R-17

A RESOLUTION

Authorizing the City Manager to Execute the Collective Bargaining Agreement Between the City of Evanston and The American Federation of State, County and Municipal Employees

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

SECTION 1: The Collective Bargaining Agreement between the City of Evanston and The American Federation of State, County and Municipal Employees is hereby approved. The term of the Agreement shall be from January 1, 2017 to December 31, 2018.

SECTION 2: The City Manager is hereby authorized and directed to execute the Collective Bargaining Agreement on behalf of the City of Evanston.

SECTION 3: This Resolution 83-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
AGREEMENT

Between

CITY OF EVANSTON, ILLINOIS

And

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO

January 1, 2017 - December 31, 2018
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AGREEMENT

This Agreement is entered into by and between the CITY OF EVANSTON, ILLINOIS (hereinafter called the “City”) and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO for and on behalf of EVANSTON CITY EMPLOYEES UNION (hereinafter called the “Union”) Local 1891A.

Article I – Recognition and Representation

Section 1.1. Recognition. The City recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for permanent employees in the various departments of the City of Evanston in positions listed in Appendix A as “included”, and excluding employees in positions listed in Appendix A as “excluded”.

It is the objective of the City to utilize employees covered by this Agreement and to keep to a practicable minimum the utilization of employees not covered by this Agreement.

Section 1.2. Definition of work day for part-time employees. Where indicated throughout the contract (for example, section 8.7 Emergency Occurrence Leave and where otherwise not defined), a work “day” is defined as the part-time employee’s average hours worked per day calculated as the employee’s budgeted hours per week divided by five days. For example, the hours per “day” for a 20 hour per week employee would be 4 hours.
Article II - Deduction of Union Dues

Section 2.1. Checkoff. Upon receipt of a signed authorization form from an employee at the time of hire in the form set forth in Appendix C, the City agrees, for the duration of this Agreement, to deduct from such employee’s pay uniform monthly Union dues, P.E.O.P.L.E. contributions. The Union will notify the City Human Resources Division Manager in writing of the amount to be deducted, and the name and address of the President of the Union. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the President of the Union by the last day of the month in which the deduction is made. The City will provide the Union with the name and department of new and reinstated bargaining unit employees on a quarterly basis (i.e., on or about January 1, April 1, July 1, and October 1). Additionally, on a quarterly basis, the City and union will schedule one thirty (30) minute session for all new or reinstated employees for union orientation. Normally this session will immediately follow the City New Employee Orientation and will be scheduled by the first day of the second month of the quarter (i.e., February 1, May 1, August 1, and November 1).

Section 2.2. Fair Share. At the time of hire, permanent employees covered by this Agreement shall be required to maintain membership in the Union or to pay, in lieu of dues, a fair share fee consisting of their proportionate share of the collective bargaining process, contract administration and pursuit of matters affecting wages, hours and other conditions of employment. The amount of the fair share fee shall be certified to the City’s Human Resources Division Manager by the Union, and fair share deductions shall be made at the same time and in the same manner as dues checkoff deductions under Section 2.1.

Should any employee object to paying a fair share fee to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, an amount equal to the employee’s fair share shall be paid to a nonreligious charitable organization mutually agreed upon by the employee and the Union. This may only be achieved by formal application to the Union. If the employee and the Union are unable to agree on the matter, payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois Labor Relations Board. The Union shall certify to the City’s Human Resources Division Manager the charitable organization to which such payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

Section 2.3. Resumption of Employees on Dues Checkoff. Whenever employees take a leave of absence from the City and are dropped from dues deduction, upon their return to the job, they will automatically be reinstated on dues deduction.
Section 2.4. Indemnification. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.
Article III - No Discrimination

Neither the City nor the Union shall discriminate against any employee because of age, sex, marital status, race, color, creed, national origin, political affiliation, union activities, sexual preference or sexual orientation. Nothing herein shall prohibit the operation of a compulsory retirement plan by the City.

The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.
Article IV - Management Rights

The City shall retain the sole right and authority to operate and direct the affairs of the City and its departments in all various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the City’s right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted by the employees of the City; to assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.
Article V - Seniority Rights

Section 5.1. Definition. Seniority is defined as the employee’s length of continuous service since his last date of hire.

Section 5.2. Promotion, Transfer, Voluntary Reduction.

a) The City shall provide to the designated Union representatives copies of all job announcements. The City shall make available for public and bargaining unit employee viewing all provisional eligible lists for positions within the bargaining unit, which shall include posting and expiration dates.

b) When the City determines that a vacant bargaining unit position shall be filled, the job announcement will be posted for a period of at least 10 calendar days, as determined by the posting and closing dates on the Job Opportunity announcement. All employees are encouraged to make application for any position in which they are interested and for which they have the ability to perform.

c) The City will give first consideration to employees who:
   - are on a current recall list or are subject to layoff, in accordance with Article XI, Layoff, Severance, and Recall;
   - have requested in writing a transfer for medical needs
   - are on a re-employment list as per Article VIII Leaves of Absence

d) The City will then consider current bargaining unit employees who qualify for placement on a provisional eligible list who will be given preference in appointment, within the highly qualified or qualified groups, over non-employee candidates, based on seniority, Affirmative Action and other considerations related to job performance such as attendance, discipline and commendations. Such decisions are subject to the grievance procedure contained in this agreement.

e) For employees whose qualifications are within the same category group (qualified or highly qualified) seniority shall be the controlling factor in subsections (c) and (d) above.

Section 5.3. Vacation Selection. When the City schedules vacations, employees shall be given preference as to vacation selection on the basis of seniority, to the extent that such scheduling will not interfere with City operations. No employee will be mandated to choose more than a single day during vacation scheduling, subject to the above provisions.
Each department of the City will develop, distribute and maintain procedures regarding vacation selection for employees within the various divisions and departments; however, each such set of procedures will include at least the following:

a) a period of vacation selection no later than December 1 of each calendar year for the following calendar year, which shall be at least 30 calendar days;

b) department heads will clearly designate any periods during the calendar year during which vacations may be limited or may not be scheduled, due to operational needs;

c) employees must submit vacation requests for the following calendar year during this period of vacation selection, in writing, in the form provided by the City;

d) vacation requests will not be unreasonably denied; conflicts between requested vacation times will be resolved by seniority;

e) the annual vacation schedule will be posted no later than January 15 of each calendar year on the departmental bulletin board, showing approved vacation periods of employees, and days/periods when vacations will not be approved, or may be limited.

Following the annual vacation selection period, each department will develop, distribute and maintain procedures regarding additional vacation selection requests that arise during the calendar year and/or changes in vacation selections; each department will provide for the following:

f) requests for additional vacation time must be in writing, on the form provided by the City, and submitted no less than 48 hours in advance of the requested vacation time off;

g) the City will not deny a previously-approved vacation period in order to accommodate a request that comes in after the annual vacation selection period, regardless of seniority;

h) the City will not unreasonably deny vacation requests.

Section 5.4. Seniority Roster. The City shall maintain and keep a listing of all bargaining unit employees including date of hire, and date of appointment to most recent position, by department or division, and job classification. The initial listing shall be posted within 45 calendar days of the ratification of this Agreement, and maintained and kept current for viewing by authorized Union representatives.
Section 5.5. Transfer Rights. If a permanent employee hired to replace another employee on leave of absence is transferred to another position within the bargaining unit, upon return to work of the employee on leave of absence, the seniority of the transferred employee in the new classification shall be the date of original hire.

Section 5.6. Probationary Period.

(a) **New Employees** - New employees shall be considered probationary employees for the first twelve months of employment. Probationary employees do not have seniority and may be terminated and no grievance may be filed. The Union would have the right to grieve all discipline, except for termination, during this probationary period.

(b) **Promotional or Transferred Employees** - An employee who accepts a promotion or requests and receives a transfer shall be given twenty-one (21) calendar days to acquaint himself with the job and prove his ability to fill the same satisfactorily. If the employee, at the end of such trial period, is unable as determined by the Department Head, in conjunction with Human Resources, to perform the job to which he was promoted or transferred, he shall return to his former job without any loss of seniority.

(c) **Pending Layoff and Recall** – An employee who applies for a position different from his own pursuant to Article 11.1 (d) or who is recalled to a position different from his own pursuant to Article 11.3 (a) shall serve a probationary period of six (6) months. If such employee does not pass probation, he will be considered laid off and be placed on the recall list. Such employees shall remain on the recall and reinstatement list in accordance with the expiration date applicable to the original effective date of the layoff. An employee who has accepted a vacant position in lieu of a layoff who does not pass probation shall be entitled to all rights in Article XI Layoff-Layoff, Recall, Severance.
Article VI - Grievance Procedure

Section 6.1. Definition of Grievance. A grievance is a difference of opinion between an employee or the Union and the City with respect to the meaning or application of the express terms of this Agreement, or with respect to inequitable application of the Personnel Rules of the City or with respect to inequitable application of the Unified Work Rules or departmental work rules (where Personnel Rules and department work rules conflict or are silent, Personnel Rules will govern).

Section 6.2. Grievance Committee and Stewards. The Union shall select a grievance committee of not more than four members to attend grievance meetings scheduled pursuant to Step 2 and 3 of this procedure. The Union shall select stewards to participate in the grievance procedure set forth in this Article. The Union shall notify the City Manager in writing of the names of all grievance committee members and stewards, and any changes of committee members or stewards within 10 calendar days of their appointment by the Union.

Section 6.3. Grievance Procedure. Recognizing that grievances should be raised and settled promptly at the earliest step possible, a grievance must be raised within twenty-one (21) calendar days of when the event became known to the employee. The union shall submit grievance forms to a representative of the Human Resources Division who will then scan and distribute the grievance via e-mail to the appropriate manager designated. This distribution process will be followed in Step 2 and above. A grievance shall be processed as follows, except that a grievance filed relating to a suspension of one working day or more shall be filed at Step 3. The Union may extend the timeframe by providing notice to the City due to extenuating circumstances.

STEP 1: Verbal to Immediate Supervisor: The employee, with or without his steward, shall discuss the grievance with his immediate supervisor, but no adjustment reached without the steward may be inconsistent with this Agreement. The immediate supervisor shall attempt to adjust the grievance and shall respond verbally within three (3) working days of the discussion. If a grievance involves two or more employees, the steward may present the grievance with only one aggrieved employee present. For record-keeping purposes, any grievance settled at Step 1 shall be summarized in writing, including the adjustment agreed to, and copies submitted to the Union President, Executive Vice President, the department head and the City Manager or his designee within 15 calendar days of the agreement.

STEP 2: Written Grievance to Division Chief (second line supervisor): If the grievance is not settled in Step 1, the Union shall, within five (5) working days following receipt of the supervisor’s answer, file a written grievance with the Division Chief or second line supervisor, on a standardized form provided by the Union. The grievance will contain a specific description of the grievance, the specific provisions of the contract involved,
and a specific remedy for the grievance. Incomplete grievances shall be returned to the Union President and Executive Vice President within three (3) working days of the submission at Step 2, indicating where the grievance form is not complete or understandable. The Union shall then have an additional three (3) working days to resubmit the grievance to the Division Chief or second line supervisor.

When a complete written grievance is submitted by the Union, a meeting shall then be held between the Division chief or second line supervisor and the grievance committee at a mutually agreeable time, generally within ten (10) working days. If no settlement is reached at said meeting, the Division Chief or second line supervisor shall give a written answer to the Union President and Executive Vice President within ten (10) working days of said meeting. If a settlement is reached at said meeting, a written summary of the grievance and settlement will be submitted to the Union President and Executive Vice President, the department head and the City Manager or his designee within 15 working days of the meeting.

**STEP 3:** Written Grievance to Department Head: If the grievance is not settled in Step 2, the Union shall, within five (5) working days following receipt of the Step 2 answer, file a written grievance with the Department Head, on a standardized form provided by the Union. The grievance filed at Step 2 along with the answer shall be filed with the Step 3 grievance. The Step 3 grievance shall contain the Union’s position regarding the Step 2 answer. A meeting shall then be held between the Department Head and the grievance committee at a mutually agreeable time, generally within ten (10) working days. If no settlement is reached at said meeting, the Department Head shall give a written answer to the Union President and Executive Vice President within fifteen (15) working days of said meeting. If a settlement is reached at said meeting, a written summary of the grievance and settlement will be submitted to the Union President and Executive Vice President and the City Manager or his designee within 15 working days of the meeting.

**STEP 4:** Grievance Meeting with the City Manager: If the grievance is not settled in Step 3, the Union shall file a written grievance with the City Manager or his designee within ten (10) working days after receipt of the Step 3 answer. A meeting shall then be held between the City Manager or his designee and the Grievance Committee at a mutually agreeable time, generally within 30 calendar days. If no settlement is reached in said meeting, the City Manager or his designee shall respond in writing within fifteen (15) working days following said meeting. If a settlement is reached, a written summary of the agreement will be submitted to the Union President and Executive Vice President for signature of agreement, signed by the City Manager or his designee, and copies distributed as appropriate.

**STEP 5:** Arbitration: If the grievance is not settled in Step 4, the Union may submit the grievance to arbitration by giving written notice to the City Manager within twenty-one (21) calendar days after receipt of the City’s answer in Step 4.
The parties shall attempt to agree on an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. If neither party can agree on the first list, they may request a second list. Once the list has been submitted, the Union shall strike two (2) names, and the City shall strike two (2) names, and the person whose name remains shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for the hearing, subject to the availability of the City and Union representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him and his decision shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement, together with such Personnel Rules and Unified Work Rules as may be directly relevant, to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the City, the Union and the employees. The decision of the arbitrator shall be rendered in writing within sixty (60) days after the close of the hearing. The costs of the arbitration, including the fee and expenses of the arbitrator, shall be divided equally between the City and the Union. The City and the Union shall each be responsible for compensation of their own witnesses and/or representatives who attend arbitration hearings; provided, however, that the President of the Union and the grievant shall be released from duty if necessary to attend such hearing without loss of pay.

Section 6.4. Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.3. If a grievance is not appealed within the time limits for appeal set forth above, or at least reasonably close to those time limits, it shall be deemed settled on the basis of the last answer of the City, provided that the parties may agree to extend any time limits. If the City fails to provide an answer within the time limits so provided, or at least reasonably close to those time limits, the Union may then immediately appeal to the next step in the grievance procedure.

Section 6.5. Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the services of the City. Employees shall suffer no loss in pay for attendance at grievance meetings which are held during an employee’s regularly scheduled straight-time work day. Insofar as possible, grievance meetings under the grievance procedure shall be held during normal working hours. If the Steward has been involved in presenting a grievance, the verbal answer shall be given to both the employee and the Steward and any discussion which the supervisor initiates concerning such a grievance shall involve both the employee and the Steward. In the event of pre-disciplinary meetings, the City will give three (3) working days’ notice to the Union President and Executive Vice President, except in extraordinary circumstances.
Section 6.6. Discharge and Disciplinary Suspension of Seven Days or More. Discipline and discharge shall be for just cause. If a permanent employee is discharged or given a disciplinary suspension of seven (7) working days or more, the employee and Union shall be given written notice of said discharge or suspension. If the Union desires to file a grievance over said discharge or suspension of seven (7) working days or more, a grievance must be filed in writing directly at Step 4 of the grievance procedure within fourteen (14) calendar days after the notice of said discharge or suspension. If the grievance is not settled at Step 4, it may be submitted by the Union to arbitration under Step 5 of the grievance procedure.

Section 6.7. Exclusive Remedy. Civil Service procedures shall not be available to employees in the bargaining unit for the purpose of challenging discharges or disciplinary actions.

Section 6.8. Pertinent Witnesses and Information. The Union may request the production of specific documents, books, papers or witnesses reasonably available from the employer and substantially pertinent to the grievance under consideration.

Article VI.B – Library Grievance Procedure

Section 6.B.1. Definition of Grievance. A grievance is a difference of opinion between an employee or the Union and the City or Library with respect to the meaning or application of the express terms of this Agreement, or with respect to inequitable application of the Personnel Rules of the City or with respect to inequitable application of the Unified Work Rules or Departmental Work Rules (where Personnel Rules and department rules conflict, personnel rules will govern).

Section 6.B.2. Grievance Committee and Stewards. The Union shall select a grievance committee of not more than four members to attend grievance meetings scheduled pursuant to Step 2 and 3 of this procedure. The Union shall select stewards to participate in the grievance procedure set forth in this Article. The Union shall notify the City Manager and the Library Director in writing of the names of all grievance committee members and stewards, and any changes of committee members or stewards within 10 calendar days of their appointment by the Union.

Section 6.B.3. Grievance Procedure. Recognizing that grievances should be raised and settled promptly at the earliest step possible, a grievance must be raised within twenty-one (21) calendar days of when the event became known to the employee. The union shall submit grievance forms to a representative of the Human Resources Division who will then scan and distribute the grievance via e-mail to the appropriate manager designated. This distribution process will be followed in Step 2 and above. A grievance shall be processed as follows, except that a grievance filed relating to a suspension of
one working day or more shall be filed at Step 3. The Union may extend the timeframe by providing notice to the City due to extenuating circumstances.

**STEP 1:** Verbal Grievance to Immediate Supervisor: The employee, with or without his/her steward, shall discuss the grievance with his/her immediate supervisor, but no adjustment reached without the steward may be inconsistent with this Agreement. The immediate supervisor shall attempt to adjust the grievance and shall respond verbally within three (3) working days of the discussion. If a grievance involves two or more employees, the steward may present the grievance with only one aggrieved employee present. For record-keeping purposes, any grievance settled at Step 1 shall be summarized in writing, including the adjustment agreed to, and copies submitted to the Union President, Executive Vice President, the Library Director or his/her designee within 15 calendar days of the agreement.

**STEP 2:** Written Grievance to Division Head (if the immediate supervisor is the Division Head, proceed to Step 3): If the grievance is not settled in Step 1, the Union shall, within five (5) working days following receipt of the supervisor’s answer, file a written grievance with the Division Head on a standardized form provided by the Union. The grievance will contain a specific description of the grievance, the specific provisions of the contract involved, and a specific remedy for the grievance. Incomplete grievances shall be returned to the Union President and Executive Vice President within three (3) working days of the submission at Step 2, indicating where the grievance form is not complete or understandable. The Union shall then have an additional three (3) working days to resubmit the grievance to the Division Head.

When a complete written grievance is submitted by the Union, a meeting shall then be held between the Division Head and the grievance committee at a mutually agreeable time, generally within ten (10) working days. If no settlement is reached at said meeting, the Division Head shall give a written answer to the Union President and Executive Vice President within ten (10) working days of said meeting. If a settlement is reached at said meeting, a written summary of the grievance and settlement will be submitted to the Union President and Executive Vice President, the Library Director or his/her designee within 15 working days of the meeting.

**STEP 3:** Written Grievance to Assistant Library Director: If the grievance is not settled in Step 2, the Union shall, within five (5) working days following receipt of the Step 2 answer, file a written grievance with the Assistant Library Director on a standardized form provided by the Union. The grievance filed at Step 2 along with the answer shall be filed with the Step 3 grievance. The Step 3 grievance shall contain the Union’s position regarding the Step 2 answer. A meeting shall then be held between the Assistant Library Director and the grievance committee at a mutually agreeable time, generally within fifteen (15) working days. If no settlement is reached at said meeting, the Assistant Library Director shall give a written answer to the Union President and Executive Vice President within fifteen (15) working days of said meeting.
settlement is reached at said meeting, a written summary of the grievance and settlement will be submitted to the Union President and Executive Vice President and the Library Director or his/her designee within fifteen (15) working days of the meeting.

**STEP 4:** Grievance Meeting with the Library Director: If the grievance is not settled in Step 3, the Union shall file a written grievance appeal with the Library Director or his/her designee within ten (10) working days after receipt of the Step 3 answer. A meeting shall then be held between the Library Director or his/her designee and the Grievance Committee at a mutually agreeable time, generally within 30 calendar days. If no settlement is reached in said meeting, the Library Director or his/her designee shall respond in writing within fifteen (15) working days following said meeting. If a settlement is reached, a written summary of the agreement will be submitted to the Union President and Executive Vice President for signature of agreement, signed by the Library Director or his/her designee, and copies distributed as appropriate.

**STEP 5:** Arbitration: If the grievance is not settled in Step 4, the Union may submit the grievance to arbitration by giving written notice to the Library Director within twenty-one (21) calendar days after receipt of the City’s answer in Step 4.

The parties shall attempt to agree on an arbitrator promptly. If the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. If neither party can agree on the first list, they may request a second list. Once the list has been submitted, the Union shall strike two (2) names, and the Library shall strike two (2) names, and the person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Library and the Union requesting that he/she set a time and place for the hearing, subject to the availability of the Library and Union representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/She shall consider and decide only the specific issue submitted to him/her and his/her decision shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement, together with such Personnel Rules and Unified Work Rules and departmental rules as may be directly relevant, to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Library, the Union and the employees. The decision of the arbitrator shall be rendered in writing within sixty (60) days after the close of the hearing. The costs of the arbitration, including the fee and expenses of the arbitrator, shall be divided equally between the Library and the Union. The Library and the Union shall each be responsible for compensation of their own witnesses and/or representatives who attend arbitration hearings; provided, however, that the President of the Union and the grievant shall be released from duty if necessary to attend such hearing without loss of pay.
Section 6.B.4. Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.3. If a grievance is not appealed within the time limits for appeal set forth above, or at least reasonably close to those time limits, it shall be deemed settled on the basis of the last answer of the Library, provided that the parties may agree to extend any time limits. If the Library fails to provide an answer within the time limits so provided, or at least reasonably close to those time limits, the Union may then immediately appeal to the next step in the grievance procedure.

Section 6.B.5. Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the services of the City and/or Library. Employees shall suffer no loss in pay for attendance at grievance meetings which are held during an employee’s regularly scheduled straight-time work day. Insofar as possible, grievance meetings under the grievance procedure shall be held during normal working hours. If the Steward has been involved in presenting a grievance, the verbal answer shall be given to both the employee and the Steward and any discussion which the supervisor initiates concerning such a grievance shall involve both the employee and the Steward. In the event of pre-disciplinary meetings, the City and/or Library will give three (3) working days’ notice to the Union President and Executive Vice President, except in extraordinary circumstances.

Section 6.B.6. Discharge and Disciplinary Suspension of Seven Days or More. Discipline and discharge shall be for just cause. If a permanent employee is discharged or given a disciplinary suspension of seven (7) working days or more, the employee and Union shall be given written notice of said discharge or suspension. If the Union desires to file a grievance over said discharge or suspension of seven (7) working days or more, a grievance must be filed in writing directly at Step 4 of the grievance procedure within fourteen (14) calendar days after the notice of said discharge or suspension. If the grievance is not settled at Step 4, it may be submitted by the Union to arbitration under Step 5 of the grievance procedure.

Section 6.B.7. Exclusive Remedy. Civil Service procedures shall not be available to employees in the bargaining unit for the purpose of challenging discharges or disciplinary actions.

Section 6.B.8. Pertinent Witnesses and Information. The Union may request the production of specific documents, books, papers or witnesses reasonably available from the employer and substantially pertinent to the grievance under consideration.
Article VII – No Strikes – No Lockouts

Section 7.1. No Strikes - No Lockouts. The Union, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of City operations. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 7.2. Picket Line. At no time and under no circumstances shall employees covered by this Agreement be assigned or otherwise compelled to cross picket lines to do work of striking employees or otherwise act as strike-breakers in the event of labor disputes with the City of Evanston or with any company, business or institution where such disputes may arise.
Article VIII - Leaves of Absence

Section 8.1. Union Leave.

a) During the term of this Agreement, the City shall grant paid leaves of absence (one day's pay at straight-time for each day of paid leave) to employees selected by the Union to attend International Union conventions, Illinois State Federation of Labor conventions or educational conferences of the Union; provided, however, that the total number of days of paid leave shall not exceed fifteen (15) days per contract year for the bargaining unit. The Union must give the Human Resources Division Manager two weeks' advance written notice. Leaves of absence without pay shall be granted, to the extent that there is no interference with City operations, to employees who are elected, delegated or appointed to attend conventions or educational conferences of the Union. Any request for such leave shall be submitted in writing by the Union to the Human Resources Division Manager and shall be answered, in writing, no later than five (5) days following the request.

b) An employee who takes extended leave for full-time Union work shall hold re-employment rights for two years, to be re-employed in the first available vacancy that the employee is qualified to perform except that if the employee's absence from work is ninety (90) days or less, he shall have a right to immediate reinstatement to his former classification. An employee who returns from leave for full-time Union work shall, on re-employment, be credited with the full seniority the employee acquired prior to going on leave. These rights may be extended by mutual agreement between the City and the Union.

c) A Union officer, member or Steward may be granted short periods of time off without pay for duly authorized Union business, if approved in advance by the Department Head or designee.

Section 8.2. Short-term Military Leave. Any employee who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties, shall be granted a leave of absence, with pay, for the period of such activity and shall suffer no loss of seniority rights. Employees will be entitled to receive two weeks' leave with pay annually when ordered to active military duty, and the pay rate of the employee during such leave will be the difference between his regular pay rate and the total compensation received for the training, less any allowance for travel, lodging or food. Employees ordered to attend such short-term military training or duties will present their orders to their supervisor within three (3) working days of receipt of such orders, and shall place their request for leave in writing. Upon return from short-term military leave, the employee will present proof of compensation received for such time and arrangements will be made with the Finance Department by
the employee’s supervisor to either pay the employee or the City any money owed to either party.

Section 8.3. Active Military Service. An employee who enters into the active service of the Armed Forces of the United States while in the service of the City shall be granted a leave of absence for the period of such service. The City will provide compensation during such leave equivalent to the difference between regular pay and the total compensation received for the period of service, less any allowance for travel, lodging or food. The City agrees to maintain the medical insurance and coverage (single or family) in which the employee is enrolled when called to active duty, minus the regular employee contribution. This provision does not apply to employees who reenlist after a regular period of duty. Employees ordered to active duty will present their orders to their supervisor as soon as possible, but no later than within three (3) working days of receipt of such orders, and shall place their request for Active Military Service leave in writing. To the best of the ability of the employee and the City, the terms and conditions of such Active Military Service leave will be placed in writing prior to the employee leaving for active duty; if not possible, the information will be mailed to the employee’s designated agent (spouse or other individual) and that person will be authorized by the employee to act on his behalf on those matters while the employee is on active duty. Employees discharged from the Armed Forces must report ready for assignment within ninety (90) days following said discharge. The City shall have up to sixty (60) days from the date of application to place such returning serviceman. Employees covered under this Section shall be credited with the seniority which would have accumulated during time spent in the Armed Forces. Nothing in this section will prohibit the City from acting in accordance with any federal or state-enacted legislation.

Section 8.4. Education Leave. Employees may be granted, upon request, a leave of absence, not to exceed one year, for educational purposes, without pay.

Section 8.5. Disability. When an employee returns to work from a work-related disability and is unable to perform the duties of his job classification, the employee will be placed in another classification by the City, trained to perform the duties of another classification where possible, or terminated and receive severance pay pursuant to Article XI of this Agreement.

Section 8.6. Family and Medical Leave. An employee may request leave under the Family and Medical Leave Act, as follows:

(a) General conditions:
  1) A leave year for purposes of FMLA shall be the calendar year.
  2) All employees who meet the applicable hours of work requirement during the preceding twelve (12) month period of employment shall be granted a total of twelve (12) weeks of family and/or medical leave during each calendar year for the
following reasons:

i. the birth of an employee’s child and in order to care for the child;

ii. the placement of a child with an employee for adoption or foster care;

iii. to care for a spouse, child, or parent who has a serious health condition; or

iv. a serious health condition that renders the employee incapable of performing the functions of his job.

3) The twelve (12) week limit referred to in this Section shall be either consecutive or intermittent as permitted by FMLA regulations.

4) The employee will be required to provide advance leave notice and medical certification. The taking of FMLA leave may be denied if requirements are not met. The employee ordinarily must provide 30 days advance notice when the leave is “foreseeable.”

5) The employee must provide medical certification to support the request for leave because of a serious health condition, a fitness for duty report to return to work, and may be required to provide a second or third opinion at the City’s expense.

6) While on FMLA leave, the employee’s group health insurance coverage will be maintained, with the employee paying the regular employee contribution.

7) During FMLA leave, seniority shall continue to accrue regardless of whether the employee is in pay status or not. Paid leave benefits do not accrue during periods of unpaid FMLA leave.

8) Employees on FMLA leave must notify the City in writing at least ten (10) working days prior to when they wish to return to work, so that arrangements for a fitness for duty report, if required, may be made efficiently.

9) When an employee is approved to return to work following FMLA leave, he shall return to the position (classification and department) held immediately prior to the taking of the leave.

10) If an employee is not able to return to work following the conclusion of the FMLA leave, his employment will be terminated, except as specified in the following types of leaves.

11) If the employee fails to return to work at the conclusion of a FMLA leave, the employee shall repay to the City the premiums paid on the employee’s behalf to maintain insurance coverage while on FMLA leave unless the reason the employee does not return to work is because of i) retirement under IMRF, ii) recurrence or onset of a serious health condition that would otherwise entitle the employee to leave under FMLA, or iii) circumstances beyond the employee’s control.

12) Definition of terms will be that as stated in the Family and Medical Leave Act.
(b) FMLA leave for employee’s own serious health condition: An employee who has a serious health condition must first use any or all of his accrued sick leave. If an employee has used up all his accrued sick leave, the employee will be placed on FMLA leave on an unpaid basis, which leave will not exceed sixty (60) working days in a calendar year. The employee may choose to use accrued vacation, floating holiday and/or compensatory time during the sixty (60) working days of FMLA leave. If an employee continues to have the same serious medical condition after exhausting his accrued sick leave and the sixty (60) working days of FMLA, he will be placed on a permanent leave of absence of up to nine calendar months. During the permanent leave of absence, the employee may continue to use any accrued vacation, floating holiday and/or compensatory time until it is exhausted, but in no case shall an employee remain in pay status beyond the end of the permanent leave of absence. Any accrued time remaining will be paid out to the employee at the completion of the permanent leave of absence. If an employee becomes able to return to work during the permanent leave of absence, he may apply for re-employment and if qualified, placed on a re-employment list for the position held immediately prior to the taking of the leave. If the employee is not able to return to work by the conclusion of the permanent leave of absence, employment will be terminated.

(c) FMLA leave for an immediate family member with a serious health condition: An employee may request FMLA leave to care for an immediate family member (as defined herein and by the FMLA) with a serious health condition. Such FMLA leave will not exceed sixty (60) working days in a calendar year; the employee may choose to use accrued sick, vacation, floating holiday or compensatory time for some or all of the FMLA. If the employee does not have sufficient accrued sick, vacation, floating holiday or compensatory time for the full 60 working days, the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or employment will be terminated.

(d) FMLA leave due to the birth of a child, placement of a child for adoption or foster care: An employee who gives birth may use accrued sick leave, vacation, floating holiday or compensatory time; the employee must specify in advance the amount of sick leave, vacation, floating holiday time or compensatory time to be used. If the employee chooses not to take any accrued leave time, and/or exhausts her designated accrued time, the employee will be placed on FMLA leave on an unpaid basis, which leave will not exceed 60 working days in a calendar year. The employee must return to work at the conclusion of the FMLA leave, unless she is medically unable to return to work. In such cases, the conditions specified in subsection (b) above shall apply.

Employees not giving birth who use FMLA leave following the birth of a child or placement of a child for adoption or foster care may request FMLA leave. Such
FMLA leave will not exceed sixty (60) working days in a calendar year; the employee may choose to use up to three (3) days of accrued sick leave as part of such leave, and accrued vacation, floating holiday or compensatory time for some or all of the FMLA. If the employee does not have sufficient accrued vacation, floating holiday or compensatory time for the full FMLA, the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or his employment will be terminated.

Section 8.7. Emergency Occurrence Leave. An employee may request time off for an emergency occurrence without 48 hour prior notification no more than three (3) times in a calendar year; such time off shall not exceed a total of three (3) working days in that calendar year. Supervisors will be notified as soon as possible of the emergency situation but not less than 15 minutes prior to work absence. The employee may use accrued floating holiday, compensatory, and/or vacation time to cover this time off.
Article IX - Wages and Benefits

Section 9.1. Wage Rates.

a) Wage rates for the classifications covered by this Agreement from January 1, 2017 through December 31, 2019 are set forth in Appendix B, attached hereto and made a part hereof. The wage rates in Appendix B include salary increases (all steps) as follows: 2.75% added to the base rate of all bargaining unit employees beginning June 26, 2017; and 3% added to the base rate of all bargaining unit employees beginning December 25, 2017.

b) Compensation paid to employees through Internal Revenue Code Section 125 plans, premium conversion plans, or flexible spending accounts shall be reported to the Illinois Municipal Retirement Fund (IMRF) as employee earnings, as permitted by IMRF.

c) All employees regularly scheduled to work 18.75 hours per week or more shall participate in IMRF as required by law but employees otherwise eligible will not be disqualified.

Section 9.2. Longevity Pay. Under the conditions listed below, employees covered by this Agreement are eligible to receive an additional 2% of base salary when they complete eight (8) years of service with the City, and a total of 3% of base salary when they complete fifteen (15) years of service, and a total of 4% of base salary when they complete twenty-five (25) years of service:

- An employee must have served the minimum number of years in a full-time or permanent part-time position, and the length of service shall have been continuous without interruption; and
- An employee reaching eligibility for longevity pay will receive a performance evaluation for longevity pay purposes immediately prior to the 8 or 15 year anniversary date.

Section 9.3A. Paid Holidays.

(a) The City recognizes the following holidays; employees are eligible for paid holidays as described below. For employees working in the Library, see section 9.3D.

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Dr. Martin Luther King Jr.’s Birthday</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>July 4th</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Friday after Thanksgiving</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Employee’s Birthday</td>
<td>Three floating holidays</td>
</tr>
<tr>
<td>Additional Paid Holiday Annually as provided in subsection (b)</td>
<td></td>
</tr>
</tbody>
</table>
If an employee’s birthday holiday falls on February 29 (except in leap years) or on another day recognized as a holiday as set forth above (except floating holidays), the next calendar day shall be recognized as the employee’s birthday holiday; Section 9.3 (e) will apply to employee’s birthdays falling on a Saturday or Sunday. The employee must request use of the birthday holiday as a day off in advance, following the applicable work rules. The request will not be denied or canceled except in extreme emergencies. When Water Plant Operators are working the third shift and their birthday falls within that working period, their birthday holiday shall be the day after the third shift ends.

(b) The “Additional Paid Holiday Annually” provided for in subsection (a) shall be December 24, except where Christmas Day falls on Saturday, Sunday or Monday, in which event the “Additional Paid Holiday Annually” shall be a “Floating Holiday”.

(c) Eligible full-time employees shall receive one day’s pay at their regular straight-time hourly rate of pay for each of the holidays listed in subsection (a). If a holiday falls on a full-time employee’s regular day off, the employee may pre-designate to receive one day’s pay at straight time OR will receive the equivalent of one day of compensatory time in lieu of holiday pay, to be taken by the employee within 30 calendar days of the holiday, or paid out at the end of the fiscal year, whichever comes first.

(d) If a full-time employee is required to work on one of the holidays listed in subsection (a) he shall receive double time his regular straight-time hourly rate for all work performed on any such holiday, in addition to holiday pay, except as provided in subsection (e).

(e) Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday; whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

(f) When employees work on holidays observed on Friday or Monday pursuant to Section 9.3 (e), the “actual” holiday shall be the day for holiday premium pay (double time) and the “observed” holiday shall be paid at time and one-half.

(g) When an employee works on a holiday which is regularly observed on Monday (Dr. King’s Birthday, Memorial Day, Labor Day), that Monday shall be considered as the day for holiday premium pay (double time) and the employee shall receive double time pay if the employee is qualified pursuant to Section 9.3.

(h) In order to receive holiday pay for the holidays set forth in subsection (a), the employee must work or be in pay status on both the regularly scheduled day before and the regularly scheduled day after the holiday.
Section 9.3.B. Paid Holidays - Permanent Part-time Employees.

(a) Permanent part-time employees will receive straight time holiday pay for hours they are normally scheduled to work on a designated holiday. Permanent part-time employees who are regularly scheduled to work on a Saturday holiday will receive holiday pay for Saturday hours rather than Friday hours, and for those scheduled to work on a Sunday holiday will receive holiday pay for Sunday hours rather than Monday hours.

(b) Permanent part-time employees will receive pro-rata floating holidays as follows: permanent part-time employees who are regularly scheduled to work 28 hours/week or more earn floating holidays at 75% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 18.75 hours/week or more but less than 28 hours/week earn floating holidays at 50% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 10 hours/week or more but less than 18.75 hours/week earn floating holidays at 25% of the rate earned by full-time employees.

(c) Permanent part-time employees who are required to work on one of the holidays shall receive double time payment for all hours worked on any such holiday, but no additional holiday pay.

Section 9.3.C. Floating Holidays.

(a) Floating holidays shall be days requested by the employee at least 48 hours in advance, in writing, on the form provided by the City.

(b) Floating holidays must be taken in the year of accrual.

(c) In the employee’s first year of employment, floating holidays are earned on a pro-rata basis throughout the year based on date of hire.

d) Employees working a regularly scheduled 37.5 hour work week will be entitled to 7.5 hours per floating holiday earned. Employees working a regularly scheduled forty (40) hour work week will be entitled eight (8) hours per floating holiday earned. Total accruals in a given year may vary depending upon the Christmas Holiday.
Section 9.3.D. Library Employees. Sections 9.3A, B and C above apply to Library employees except as detailed below. The City recognizes the following holidays for employees working in the Library:

- New Year’s Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Employee’s Birthday
- Three floating holidays

Library employees are eligible for an additional floating holiday in lieu of Dr. King’s Birthday, and an additional floating holiday in lieu of the Friday after Thanksgiving. Those additional floating holiday hours will be added to the employee’s accrual during the pay period in which the observed holiday occurs.

For Library employees regularly scheduled to work on days the Library is closed which are not designated City holidays, the following will apply:
(a) Bargaining unit employees in part-time positions who are regularly scheduled to work on days that the Library is closed which are not designated City paid holidays may make up those “lost” hours sixty (60) days before or after the date in question, at a time(s) that is mutually agreed upon by the employee and supervisor.
(b) Bargaining unit employees in full-time positions, excluding maintenance staff, who are regularly scheduled to work on days that the Library is closed which are not designated City paid holidays may make up those “lost” hours within the same pay week as the date in question, at a time(s) that is mutually agreed upon by the employee and supervisor.

Section 9.4. Paid Vacation.

(a) Employees are eligible for paid vacation as described below:

<table>
<thead>
<tr>
<th>Months of Employment</th>
<th>Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-71 months (0 through 6 years)</td>
<td>Two weeks</td>
</tr>
<tr>
<td>72-167 months (7 through 14 years)</td>
<td>Three weeks</td>
</tr>
<tr>
<td>168-227 months (15 through 19 years)</td>
<td>Four weeks</td>
</tr>
<tr>
<td>228-251 months (20 through 21 years)</td>
<td>Four weeks and one day</td>
</tr>
<tr>
<td>252-263 months (22th year)</td>
<td>Four weeks and two days</td>
</tr>
<tr>
<td>264-275 months (23rd year)</td>
<td>Four weeks and three days</td>
</tr>
<tr>
<td>276-287 months (24th year)</td>
<td>Four weeks and four days</td>
</tr>
<tr>
<td>288+ months (25+ years)</td>
<td>Five weeks</td>
</tr>
</tbody>
</table>

Employees hired before March 1, 2003 who earned vacation on a different accrual system will be grandfathered in at their current rate of earnings, and not
lose any vacation benefit. Employees hired after March 1, 2003 will earn vacation at the rate shown above.

(b) Vacation is earned throughout the year on a payroll basis; an employee may not take vacation not yet earned. An employee may request, in writing to the department head, an advance of no more than five (5) unearned vacation days. Any employee with a negative balance of vacation accrual may not use any additional vacation until the amount of vacation leave used in advance is made up through normal accruals.

(c) An employee may request a one-time payout of accrued but unused vacation time every two (2) years. Three (3) vacation days must remain in the accrual bank after the payout. Requests will only be considered after applicable annual wage adjustments, and when combined with other applicable increases not to exceed 6 percent of the previous 12 months earnings.

(d) Permanent part-time employees who are regularly scheduled to work 28 hours/week or more earn vacation at 75% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 18.75 hours/week or more but less than 28 hours/week earn vacation at 50% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 10 hours/week or more but less than 18.75 hours/week earn vacation at 25% of the rate earned by full-time employees.

(e) Terminating employees will receive a payout of accrued but unused vacation time in their final paycheck, so long as they have completed 30 days or more of continuous service.

(f) Employees have a maximum vacation accrual of two years’ earned vacation.

(g) Vacation time may not be used to lengthen employment or months of service. An employee’s last day of work is the date of termination, and any unused vacation will be paid out in the final paycheck.

(h) Employees will earn paid vacation from the date of appointment, but may not use such leave until they have completed six (6) months of service, unless authorized by the department head.

(i) An employee who moves from one position to another in the City’s service, other than sworn Police and Fire employees, and whose service is continuous, and who is transferred, promoted or demoted will be credited in his new position with his unused vacation accrual.
(j) An employee who moves to or from the sworn ranks of the Police or Fire Departments will terminate their employment with the current department, receive vacation payout if applicable, and begin new accrual in the new department.

(k) A permanent part-time employee who moves to a full-time position will earn vacation based on total years of service with the City. A full-time employee who moves to an eligible permanent part-time position will earn vacation based on total years of service with the City.

(l) Vacation leave will continue to accrue during time lost from work as a result of an on-the-job illness or injury.

(m) Vacation leave will not be accrued for any pay period in which the employee is not in pay status for at least one full week (e.g., an employee under suspension or on approved leave of absence).

(n) Employees must use at least 50 percent of the vacation time accrued each year. Employees will not accrue vacation hours above 50% of their total vacation earned in each year and are subject to total maximums provided in this agreement. As an example, an employee who earns 20 days of vacation per year is required to use 50% of these days. If the employee only uses 8 days, only 10 days will be added to their total accrual, assuming they have not reached their maximum accrual.

This section is subject to the grievance procedure if an employee's failure to use at least 50% of the vacation time is due to the unreasonable denial of requests made.

Section 9.5. Sick Leave. Employees are eligible for paid sick leave under the following conditions:

(a) Employees earn twelve sick days per year, on a pro-rata basis by pay period. Employees in their first year of employment earn 9 days of sick leave. Terminating employees will earn the pro rata equivalent of 12 days of paid sick leave per year for each pay period worked in the final year of employment.

(b) Permanent part-time employees who are regularly scheduled to work 28 hours/week or more earn sick leave at 75% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 18.75 hours/week or more but less than 28 hours/week earn sick leave at 50% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 10 hours/week or more, but less than 18.75 hours/week earn sick leave at 25% of the rate earned by full-time employees.
(c) Earned sick leave may be used during the employee’s first six months at the discretion of the department head.

(d) No employee may take sick leave not yet earned or accrued.

(e) Employees may accrue up to 275 days of sick leave.

(f) Sick leave may be used for the employee’s absence from work because of medical inability to come to work, not related to an on-the-job injury or illness.

(g) Sick leave may be used for certain instances of on-the-job injuries where the employee is unable to work due to the on-the-job injury for a period of 14 consecutive calendar days or less, of no more than three days per occurrence, upon certification of the City doctor that the employee is unable to perform his regular duties because of said injury, provided that the employee has at least twelve days of accumulated sick leave at the time that the on-the-job injury occurs, and provided that, if the City doctor allows, the employee may be assigned light duty at the option of the City in lieu of permitting the employee to use sick leave.

(h) Sick leave may be used for periods of Family Medical Leave, as defined in the Section titled “Family and Medical Leave” as defined on July 15, 2003. Pursuant to the Illinois Employee Sick Leave Act, sick leave may also be used for absences due to illness, injury, or medical appointment of the employee’s child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

(i) If an employee is unable to come to work due to illness, he must inform his Department Head or supervisor, in accordance with departmental work rules, by the time so designated by those departmental work rules. Failure to do so, each day of absence, or at agreed-upon intervals in the case of extended illness, may result in loss of pay and/or disciplinary action.

(j) An employee who uses more than three (3) days of consecutive sick leave must submit to Human Resources or a member of management of employee’s department, upon reporting for work the first day of return, a statement from a treating physician attesting to the employee’s inability to work during that period claimed as sick leave. An employee who uses more than three (3) days of consecutive sick leave may not return to work without such physician’s statement, or is subject to loss of pay and/or disciplinary action.

(k) An employee who moves from one position to another in the City service and whose service is continuous or who is transferred, promoted, or demoted, will be
credited in the new position with the unused sick leave accrued in the prior position, with the exception of transferring to or from the ranks of sworn personnel in the Police or Fire Departments. Such employees will terminate their employment with the department, and begin new sick leave accrual from the date of hire in the new department.

(l) Sick leave will accrue during time lost from work as a result of an on-the-job injury or illness.

(m) Sick leave will not be earned by an employee who is not in pay status for at least one full week of a pay period (e.g., an employee under suspension or on an approved leave of absence).

(n) No employee may take accrued sick leave to extend date of termination. An employee’s last day of work is the date of termination.

(o) Departments will create departmental rules regarding the eligibility of employees to use scheduled, pre-approved sick leave for dental, optical or medical appointments for the employee or the employee’s immediate family as defined by the Family Medical Leave Act or the employee’s family as defined by the Illinois Employee Sick Leave Act. Such requests for sick time usage may be denied due to operational needs of specific departments and work locations, and if the absence interferes with City operations.

(p) Full-time employees with 45 days or more of sick leave accrued as of January 1 of each calendar year shall be eligible to receive on or about January 31 of the following year payment for all sick leave days accrued during the year, but not used, in excess of 9 days, for a maximum of 3 days. For example, if an employee uses no days, he would be eligible to receive payment for 3 days; if 1 day is used, eligibility is 3 days; if 2 days are used, eligibility is for 3 days; if 3 days used, eligibility is for 2 days; if 4 days used, eligibility is for one day; if 5 days used, the employee is not eligible for any payout. Requests will only be considered after applicable annual wage adjustments, and when combined with other applicable increases not to exceed 6 percent of the previous 12 months’ earnings. Such requests will be in accordance with current rules, regulations, and state laws governing the Illinois Municipal Retirement Fund.

(q) Employees working three (3) or more scheduled continuous days on the third shift who will return after their regular days off to the first shift can use one (1) accrued sick day to recuperate without a doctor’s note or co-pay receipt every twelve (12) months.

(r) Whenever an employee with five or more years of continuous service retires or resigns, the employee shall be paid 85% of all accumulated sick days over 20, to
a maximum of 8 weeks’ pay. To receive a terminating sick leave payout, an employee must give three (3) weeks’ notice of intent to resign or retire. The Human Resources Division Manager may waive this provision in special circumstances. An employee who qualifies for an immediate pension from IMRF may decline the sick leave payout and direct all accrued but unused sick leave to be transferred to IMRF for additional service credit, as allowed by IMRF.

Section 9.6. Bereavement Leave. Documentation of the death must be provided for any leave taken under this section. Any leave of absence for bereavement leave must be taken within thirty (30) calendar days of the death of a family member and the leave can be split into no more than two occurrences. A leave of absence with pay, which is not to exceed three (3) working days, will be granted to a permanent full-time employee for a death in his immediate family. If the funeral involves one-way travel of more than 500 miles requiring additional time away from work, a leave of absence with pay, which is not to exceed five (5) working days, will be granted. For any leave time that is non-consecutive and is taken after the initial bereavement leave day, the employee must provide two (2) working days’ notice with documentation. If additional time is needed for travel, the employee may use emergency vacation leave.

The immediate family shall be defined as follows:

Employee’s: Spouse, parent, sibling, sibling’s spouse, child(ren) and spouse, stepchild(ren) and spouse, grandparent.
Employee’s Spouse’s: Parent, sibling, sibling’s spouse, grandparent.

“Mother” and “father” shall include persons other than the employee’s actual parent if said person or persons reared the employee during a substantial period of his childhood. “Child” shall include persons other than the employee’s actual child if the employee reared the child during a substantial period of the child’s childhood.

Verification of the funeral and the employee’s relationship to the deceased may be required.

Employees eligible for FMLA, who have not yet exhausted their available FMLA time, will be granted a leave of absence not to exceed 10 working days for the death of a child and a leave of absence not to exceed 6 workweeks for the death of a second child within a 12 month period. This leave must be completed within 60 days after the date employees receive notice of the death of the child. Any time off exceeding the paid leaves of absence in this Section will be unpaid.

Section 9.7. Jury Duty. When an employee is called for service as a juror on a day he is scheduled to work, he will receive pay for the shift at his regular straight-time
hourly rate, if the employee gives advance notice to the City and provides substantiation of jury service.

Section 9.8. Call-Back Pay. Except as provided in the section dealing with employees on Standby, a full-time employee who is called back to work shall be guaranteed: (1) three hours’ pay at the employee’s regular straight-time hourly rate of pay; or (2) time and one-half the employee’s regular straight-time hourly rate of pay (or holiday pay as defined in section 9.3) for all hours actually worked, whichever is greater.

When a permanent part-time employee is required to work on a day or hours not normally scheduled, he shall be guaranteed a minimum of two hours’ pay at the employee’s regular straight-time hourly rate of pay, and will be paid straight-time for all hours actually worked. When a permanent part-time employee has the option of working on a day or hours not normally scheduled, he shall be paid straight-time for all hours actually worked.

Section 9.9. Overtime. For purposes of computing overtime, the work week shall be a seven consecutive day period beginning at 12:01 a.m. on Mondays. Full-time employees shall receive time and one-half their straight-time hourly rate for all work performed over their normal workweek. Hours worked will include one workday of sick leave when the employee submits acceptable verification for the absence to the City.

For mandatory and otherwise approved and planned in advance work that exceeds the employee’s normal work day, time and one-half will be paid.

Permanent part-time employees shall receive time and one-half their straight time hourly rate for all work performed over 40 hours in one week.

Employees shall receive double time their regular straight time hourly rate for all work performed on their second day off in a 7-day work week period. Sunday shall be considered part of an employee’s regularly scheduled workweek if scheduled to work Sunday as part of a weekend rotation and such hours are not in excess of the normal work week.

All overtime must be approved in advance by the departmental authorizing agent; employees are not authorized to work overtime of their own volition.

Overtime under this section shall not be pyramided.

Employees eligible for overtime compensation may request to receive compensatory time off at the rate of time and one-half in lieu of pay. Such compensatory time must be used within 90 days of accrual. No employee shall accrue more than 80 hours of compensatory time.
Compensatory time in lieu of overtime payment will be the exception rather than the rule. However, for approved accrued compensatory time, employees must request the use of compensatory time off in writing, at least 48 hours in advance, on the form provided by the City. Accrued compensatory time not taken within the fiscal year in which it is earned will be paid out to the employee on or about February 1 of the subsequent year.

Section 9.10. Standby Pay. Full-time employees who are assigned to perform standby duty on weekends shall receive standby pay of $125 per weekend (from end of regular shift on Friday until beginning of regular shift on Monday). Full-time employees who are assigned to perform standby duty during the week (from end of regular shift on one day until the beginning of the regular shift on the next day) shall receive standby pay of $15 per weekday, or $60 for the week (from end of regular shift on Monday through beginning of regular shift on Friday). Full-time employees who are assigned to perform standby duty on a holiday shall receive $25 per holiday. In addition, full-time employees assigned to perform standby duty will receive:

(a) time and one-half the employee’s regular straight-time hourly rate for all hours worked on each call out or one hour’s pay at time and one-half for each call-out, whichever is greater; OR

(b) double time the employee’s regular straight-time hourly rate for all hours worked on each call-out on Sunday or holiday as designated in Section 9.3 or one hour’s pay at double time for each call-out on a Sunday or holiday, whichever is greater.

Employees called out under this section are not covered under Section 9.8 Call-Back Pay.

During that period of call-in, the employee shall respond by telephone within twenty (20) minutes of the page or call and notify the 911 Center if appropriate or if there is a change to the schedule on the on-call status.

Section 9.11. Shift Differential.

(a) Full-time employees regularly scheduled to work on a second or third shift shall receive shift differential of three and one-half percent (3.5%) of the employee’s base hourly rate for each hour worked.

(b) Permanent part-time employees will not receive a shift differential.

(c) For full-time employees in Departments and Divisions that have regularly scheduled late afternoon and evening service hours (Library, Parks/Forestry &

150 of 525
Recreation, Health & Human Services) shift differential will be paid to those employees who are regularly scheduled to begin work at 1 p.m. or later.

(d) Full-time employees scheduled for 12-hour shifts for snow-related work (e.g., 8:00 a.m. to 8:00 p.m. or 9:00 p.m. to 9:00 a.m.) shall receive shift differential for all hours worked between 6:00 p.m. and 6:00 a.m.

(e) The City agrees to notify the Union of any permanent change in shift schedules.

(f) Shift differential will be paid whenever a full-time employee is reassigned to the second or third shift for one or more working days. For example, if a full-time employee is normally scheduled to work a day shift and is assigned the second shift for one day, the employee will receive shift differential for that one day. The second and third shift is defined as a shift which begins more than four hours after the regular starting time for that shift (e.g., a regular starting time is 7 a.m.; the second shift would be a starting time of later than 11 a.m.). The third shift is defined as a shift which begins more than 8 hours after the regular starting time (e.g., a regular starting time is 7 a.m.; the third shift would be a starting time of later than 3 p.m.).

(g) Full time employees shall receive a shift differential for work performed for more than twelve (12) hours in a twenty-four (24) hour period.

Section 9.12. Uniforms. The City will provide all uniforms which the City determines are required of employees in performance of their duties. The City will determine appropriate uniform items to be worn and will replace required uniform items through selected vendors due to annual allotment, wear or damage. Effective January 1, 2017, each full-time employee, excluding Fleet Services, will be allowed a total of $340 per year which must be used in that year. All new full-time employees will be given a “new employee uniform issue” purchased by the employee’s supervisor which will be deducted from a “first-year” amount of $400. Fleet Services employees and permanent part-time employees will be allowed a total of $240 annually. There will be no carryover of unused dollars from year to year. Replacement will not be made for uniform items lost or damaged through employee negligence.

Section 9.13. Safety Shoes. For employees in positions for which the City requires the wearing of OSHA-compliant safety shoes, the City will provide a payment each year of the contract, on or about May 1, for the employee’s purchase of approved OSHA-compliant safety shoes as follows:

Any other departments/divisions: $155
Facilities Management: $250
Public Works, Fleet Services: $300
Employees receiving a shoe allowance will be subject to random safety shoe inspections. Employees who do not successfully pass a safety shoe inspection must replace their safety shoes within sixty days of the failed inspection or be subject to disciplinary action.

Employees receiving a shoe allowance exceeding $155 will be required to show an OSHA certified tag from the current calendar year as proof by August 1 each year. The City will recoup the shoe allowance for failure to provide proof of OSHA certification by August 1.

**Section 9.14. Fitness and Wellness Incentive.** Employees may voluntarily participate in a physical fitness examination administered by the Evanston Police Department on an annual basis. If the employee passes the exam and participates in the City’s annual wellness program, he will be paid a lump sum of $300 as an incentive to maintain physical fitness. Employees must have participated in the City’s annual wellness event or supply a doctor’s note stating they are in good condition to participate. Participation in the annual physical fitness examination will take place during an employee’s off-duty hours. The fitness incentive will be paid by the second pay period of March of each year.
Article X. Group Insurance

Section 10.1. Group Life Insurance. The City shall offer a term life insurance program to full-time employees. The amount of the life insurance shall be the employee’s annual salary, rounded up to the nearest $1,000. The City and the employee shall share the premium on a 50%/50% basis. Employees are not required to participate in this program.

Section 10.2. Group Medical Insurance. The City currently maintains medical insurance plans for full-time employees through Blue Cross/Blue Shield: PPO and HMO. Employees eligible for insurance coverage as required by federal or State law may elect one of these plans. Any switch by an employee from one plan to another shall be subject to reasonable administrative rules which may be revised from time to time. In the event the City determines that one or more of the plans will no longer exist, employees are guaranteed the right to switch to a substitute plan on a non-medical basis.

If the City exercises the right to change insurance carriers, benefit levels shall remain substantially the same. Prior to implementing change in any benefit levels the City shall notify the Union Staff Representative and the Union President and schedule a time to meet and confer over the changes.

Former bargaining unit employees who retire and are eligible for an immediate pension may elect insurance plan coverage under the rules and regulations established by the plans, so long as the retiree pays the entire group insurance premium, without any City contribution.

Section 10.3. Employee Medical Contributions.
(a) Effective January 1, 2017, the Union and City agree to contribution percentage rates to cover the cost of funding premiums in accordance with the Table below:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Percent Employee Contribution</th>
<th>Percent Employer Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>10%</td>
<td>90%</td>
</tr>
<tr>
<td>Employee +1 or 2 children</td>
<td>8%</td>
<td>92%</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>9%</td>
<td>91%</td>
</tr>
<tr>
<td>Family</td>
<td>10%</td>
<td>90%</td>
</tr>
</tbody>
</table>

(b) Effective January 1, 2017, based on the percentage rates in subsection (a), employee monthly contributions for the cost of medical insurance may not increase by more than 10% as noted in subsection (c). Rates provided below are the 2017 dollar rates being assessed on City employees currently enrolled in this plan.
Employee contributions made via payroll deduction are separate and apart from any co-payments required at the point of service by the insurance provider (including but not limited to office visits, prescriptions, emergency room visits, deductibles, out of network costs, etc.)

2017 ILLUSTRATIVE RATES—for those employees currently enrolled in the plan

<table>
<thead>
<tr>
<th>TIER</th>
<th>HMO-BA</th>
<th>HMO-IL</th>
<th>PPO OPTION 1</th>
<th>PPO OPTION 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$51.92</td>
<td>$58.32</td>
<td>$74.60</td>
<td>$65.18</td>
</tr>
<tr>
<td>Employee + Spouse/DP</td>
<td>$125.68</td>
<td>$141.20</td>
<td>$184.64</td>
<td>$161.30</td>
</tr>
<tr>
<td>Employee + 1 or 2 children</td>
<td>$111.70</td>
<td>$125.52</td>
<td>$164.12</td>
<td>$143.38</td>
</tr>
<tr>
<td>Family</td>
<td>$139.64</td>
<td>$156.90</td>
<td>$205.16</td>
<td>$179.22</td>
</tr>
</tbody>
</table>

The above table is for illustrative purposes only and the contribution from employees is a percentage of annual funding premiums as described in Subsection (a) and (c).

(c) The contribution amounts shown in Subsection (b) above may increase or decrease from one year of the contract to the next in accordance with the percentage of increase or decrease of the funding premium as set on October 1 of each year; however, the increase of the employee’s contribution will be capped at 10% of the previous year’s contribution.

(d) Due to caps on the increase of employee contributions, the percentage of funding premiums agreed upon in Subsection (a) may be temporarily altered. In such instances and in subsequent years, employee contributions shall increase to “catch up” to agreed upon ratios, but, as per subsection (c), the 10% cap on employee contributions from year to year still applies.

Section 10.3.1. Medical Plans.

Effective January 1, 2017 and for the term of this Agreement, employees may participate in one of the below medical insurance plan(s) maintained by the City. If the City determines that one of these plans shall no longer be in effect, or if the City adds a new plan, employees shall have the right to switch to another plan on a non-medical basis under rules established by those plans.
<table>
<thead>
<tr>
<th></th>
<th>PPO1</th>
<th>PPO2</th>
<th>HMO IL &amp; BA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible (sing/fam)</td>
<td>$500/$1500</td>
<td>$1000/$2000</td>
<td>n/a</td>
</tr>
<tr>
<td>Coinurance (in/out net)</td>
<td>90%/70%</td>
<td>80%/0%</td>
<td>n/a</td>
</tr>
<tr>
<td>Office Visit Copay</td>
<td>$30</td>
<td>$30</td>
<td>$30</td>
</tr>
<tr>
<td>ER Copay</td>
<td>$150</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>Prescription Drug co-pay</td>
<td>$10/$25/$40</td>
<td>$10/$25/$40</td>
<td>$10/$25/$40</td>
</tr>
<tr>
<td>Prescription Drug co-pay</td>
<td>$20/$50/$80</td>
<td>$20/$50/$80</td>
<td>$20/$50/$80</td>
</tr>
</tbody>
</table>

**Section 10.4. Benefits While on Leave.** When a full-time employee is on an approved leave of absence due to medical leave, or on an extended absence due to an on-the-job injury, the City shall continue to provide the group health and life insurance coverage the employee held when going on leave or when injured, so long as the employee contributes the amounts set forth in Section 10.1 and Section 10.3.

**Section 10.5. Dental Insurance.** The City will make available dental insurance to full-time employees; employees are responsible for paying 100% of the cost, and maintaining participation in accordance with the rules of the provider.

**Section 10.6. Disenrollment Incentive.** Employees who elect to drop City medical coverage, because that employee is covered by another group plan, shall receive an annual payment from the City of $1,800 per year.
Article XI - Layoff, Recall, Severance

Section 11.1. Layoff Provisions.

(a) In the event of layoff of bargaining unit employees, the City will designate affected employees as those in the affected job classification in the affected Department or Division, with the least seniority based on the last date of hire.

(b) The City will give the Union sufficient advance notice and an opportunity for full discussion prior to the effective date of any layoff.

(c) Prior to the layoff of any permanent bargaining unit employee, probationary and temporary employees in bargaining unit positions affected by the layoff as described in subsection (a) will be laid off or terminated, as the case may be. The term probationary, in this Section (c), refers to employees serving new hire probationary periods only.

(d) The City will attempt to place affected employees in vacant positions for which they are qualified, or which they may be able to perform with training. A testing process may be required, which may consist of a written test, practical exam and/or interview to determine if an employee is qualified to perform the work, or may be able to perform the work with training. If the City, in the exercise of the rights set forth in this Section, offers an affected employee another position within the City instead of laying off the employee, the employee will have the right to accept or reject the offer.

(i) If the bargaining unit employee rejects the offer(s), he shall be considered to have taken voluntary layoff, but shall be eligible for severance pay.

(ii) If a full-time employee accepts a lesser-paying position in accordance with the provisions of (d) above, the employee shall have reinstatement rights for two years to the employee’s former position.

(e) If the City is unable to offer all affected employees alternative positions in accordance with the above provisions, the affected employee with the least seniority among the group of affected employees shall be laid off. However, a more senior employee who has rejected an offer(s) shall not be able to displace a less senior employee who accepted an offer.

Section 11.2. Employee Displacement Rights.

For purposes of layoff only, job classifications as defined in Appendix A of this Agreement are expanded to include Administrative Layoff Categories and Job Families, if applicable, as referenced in Section 11.1.5. Employees may displace a less senior employee in their own job classification or within the Job Families of the Administrative
Layoff Categories listed in this Section. Job titles not appearing in Job Families are stand-alone titles and not subject to displacement rights.

A full-time employee who would be subject to layoff shall be permitted to displace a less senior bargaining unit employee in his own job classification or in an equal or lower ranked classification in his respective Job Family within the Administrative Layoff Category. Displacement may only occur if he meets the minimum qualifications of the position or is able to perform the duties in said equal or lower classification with training within a thirty (30) calendar day acclimation period from the start date in the new position. If the employee does not meet the minimum qualifications or is not able to perform the duties of said equal or lower job classification with training after the acclimation period, then the employee will be laid off and the less senior employee previously displaced will be rehired without loss of seniority.

Administrative Layoff Categories are as follows:

Community Services; Parks; Forestry; Recreation; Cultural Arts; Facilities Management; Streets; Sanitation; Fleet; Engineering; Water & Sewer – Plant; Water & Sewer – Field; Community Health; Revenue; Adult Services; Children’s Services; Technical Services; Revenue; Health.

Job families are attached to this agreement as Appendix A-1.

All employees within a given job family within the Administrative Layoff Category who may potentially be impacted by the layoff shall receive notice.

An employee affected by a layoff who seeks to displace a less senior employee as provided in this Section must submit a written notice of such intent to the Department Director with a copy to Human Resources within ten (10) calendar days after preliminary notification of the layoff.

The displacement of a less senior employee in a lower job classification is considered a voluntary demotion on the part of the more senior displacing employee. The equal or lower wages attached to the lower job classification, closest to the displacing employee’s wages prior to the layoff notice shall take effect.

In the event two or more employees who are slated for layoff seek to displace the same less senior employee, seniority shall be the controlling factor when qualifications are equal.

Part-time employees shall have the same displacement rights as full-time employees except that, part-time employees may only displace other part-time employees who work equal or lesser hours per week on a regular basis.
Section 11.3. Severance.

(a) In the event the City discharges bargaining unit employees as a result of reorganization of any department, the introduction of new machinery, technology, methods or procedures, including time or work efficiency studies, or reduction of any City operations, said employees shall receive severance pay according to the following schedule:

<table>
<thead>
<tr>
<th>Service as of Date of Severance</th>
<th>Weeks of Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Based on the employee’s regularly scheduled work week</td>
<td></td>
</tr>
<tr>
<td>Under 6 months</td>
<td>None</td>
</tr>
<tr>
<td>6 months to 2 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>2 years to 3 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>3 years to 4 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>4 years to 5 years</td>
<td>5 weeks</td>
</tr>
<tr>
<td>Over 5 years</td>
<td>6 weeks</td>
</tr>
</tbody>
</table>

The term “reduction of any City operation” as used in this Article includes not only reductions which the City elects voluntarily, but also reductions which are, in a sense, involuntary, such as reductions caused by petroleum or energy shortages.

(b) Severance pay shall not apply if an employee quits voluntarily, except to the extent set forth in subsection 1(d)(i) above; fails to remain in the City’s employ until the date he is severed; is discharged for disciplinary reasons; or continues in the employ of the City in another capacity. The City may waive the requirement to remain in the City’s employ until date severed when in the best interests of the City.

(c) Any employee laid off for any reason listed in subsection (a) above shall receive severance pay on the effective date of the severance.
Section 11.4. Recall.

(a) Before new employees are hired to fill full-time bargaining unit positions, the City will recall laid off full-time bargaining unit employees who are qualified to perform the work, or which they may be able to perform with training. A testing process may be required, which may consist of a written test, practical exam and/or interview, to determine if an employee is qualified to perform the work, or may be able to perform the work with training. Recalled employees must respond within ten (10) calendar days of receiving notice of the vacancy. If the employee refuses a recall, the employee will be considered to have voluntarily terminated employment with the City.

Recall rights as outlined in (a) shall be extended to bargaining unit employees working at least twenty (20) hours per week except that such part-time employees shall be recalled only to part-time positions. However, if a full time position is open that has not been accepted by any full time employee on the recall list, such position may be made available to a qualified part-time employee on the recall list.

(b) Full-time laid off employees shall have reinstatement rights for two years, without loss of seniority or reduction in pay, before the City hires a new full-time employee for the full-time classification formerly held by the severed employee. Permanent part-time employees shall have reinstatement rights for two years, without loss of seniority or reduction in pay before the City hires a new permanent part-time employee for the permanent part-time classification formerly held by the severed employee.

(c) A full time employee who, in accordance with Section 1 above, accepts a lesser paying job, shall retain reinstatement rights to the employee’s former position, for a period of two years. Such employee shall be offered his former position should it become vacant within two years, prior to the recall of a laid off employee in accordance with Section 3(b) above.

(d) Laid off employees will remain on the recall list for two years from the effective date of the layoff. If a subsequent layoff occurs prior to the list expiring, then the newly laid off employees names will be merged with the names on the existing list in order of seniority. When laid off employees reach the two year anniversary of their layoff, their names will be removed from the recall list.

(e) Employees that are laid off may keep up to 10 days of vacation time for use in the event they are recalled. The City will payout all such vacation time at the end of the recall period or upon written request from the laid off employee.
Article XII – Discipline

Section 12.1. Disciplinary Warnings. The City’s program for progressive discipline (including verbal warnings, written warnings, suspensions and discharge) shall be administered uniformly among the departments covered by this Agreement. Verbal warnings must be confirmed in writing to be usable as part of progressive discipline. Whenever confirmation of a verbal warning is placed in writing or whenever a written warning is given to an employee, the designated Union representative shall be given a copy. Disciplinary suspensions of one or more days shall be placed in writing with a copy to the designated Union representative. Disciplinary action for part-time employees will be based and served as hours worked and not days. Discipline and discharge shall be for just cause.

Section 12.2. Warning Notices. Verbal warnings shall not be considered valid after six months. Written warnings shall not be considered valid after one year. An employee can request that expired warning notices be removed from the employee’s personnel file(s).

Section 12.3. Pre-disciplinary Meeting. Before an employee is discharged or given a disciplinary suspension of seven (7) working days or more, the City will schedule a pre-disciplinary meeting, and notify the employee and the union President and Executive Vice President of the date, time and place of the meeting. The notice shall include notice of the contemplated discipline and the reasons therefore. The employee and the Union representative shall have the right to rebut or defend the employee’s action, or suggest discipline less than that contemplated in the notice. At the end of the pre-disciplinary hearing, the City and the Union shall mutually agree upon a reasonable deadline by which the disciplinary decision shall be made. This deadline may be extended if agreed to by the parties.

Section 12.4. Discipline Option. In lieu of part or all of a disciplinary suspension, the City has the right to offer the employee the option of forfeiture of up to three (3) floating holidays or three (3) accumulated vacation days. The action shall be recorded as a disciplinary suspension in the employee’s personnel file, even if the option is offered and accepted.

Section 12.5. Time Limit on Disciplinary Action. Discipline, not resulting from a vehicle accident, shall be issued no later than thirty-five (35) calendar days from the time of the event or from the time the Employer became aware of the occurrence giving rise to the discipline. Discipline resulting from a vehicle accident shall be issued no later than twenty-one (21) calendar days from the time the Accident Review Board makes its determination. The employer may extend the timeframe by providing notice to the Union due to extenuating circumstances.
Article XIII - General

Section 13.1. Bulletin Boards. The City will provide a Union bulletin board for each department and division, along with a bulletin board on the second floor of the Civic Center (cafeteria area), and the second floor of the Service Center (near the time clocks). The City reserves the right to require advance approval of bulletin board postings.

Section 13.2. Tools. Except for employees in the classifications listed below, the City shall provide all tools and materials which are required as necessary to perform any assigned task in a safe manner. Employees in the following classifications shall receive an annual tool allowance of $800 for each twelve-month period of the contract, in recognition of the obligation of these employees to supply their own tools:

- Equipment Mechanic I
- Equipment Mechanic II
- Equipment Mechanic III
- Lead Mechanic
- Auto Service Worker

Tool allowance monies shall be allocated to employees up to the applicable yearly maximum amount specified in this Section, upon presentation of receipts evidencing the purchase of approved tools. In the event of fire, major accident or theft not involving negligence of the employee, the City will replace tools which are damaged or stolen with tools of comparable quality.

Section 13.3. Rates of Pay on Temporary Transfer. Where, for periods of one working day or more, the City assigns a bargaining unit employee to work temporarily in a higher paying classification within the bargaining unit, the employee shall be paid three (3) steps above his current pay/grade, but not to exceed the maximum salary of the classification to which he is transferred. When an employee is temporarily transferred to a position outside of the bargaining unit, the employee will be paid three steps/grades above current pay or the A step of the temporary position, whichever is greater. This Section shall not apply in the event the temporary transfer is made for the purpose of training an employee to become qualified in a different classification, and there is written agreement of the employee and the Union that the employee is to work in the higher paying classification without additional pay for the purpose of training.

Section 13.4. Subcontracting. It is understood that the City from time to time uses contractors for certain work. Concerning the possibility of new forms of subcontracting, it is the City’s intention to use City employees, wherever possible, to perform bargaining unit work, consistent with economy and efficiency of government. Should the City
determine that new forms of subcontracting are necessary (and said subcontracting will result in job displacements) the City will: 1) negotiate with the Union before reaching a decision to place said subcontracting into effect; and 2) negotiate with the Union concerning placement of displaced employees. Placement shall include not only assignment to bargaining unit positions, but also to positions with the City outside the bargaining unit, to the end that layoff from City employment will be used only as a last resort. Prior to the subcontracting of work, the City will make a reasonable effort with the contractor to insure that employees subject to layoff because of subcontracting will have an option to secure employment with the contractor. The City, the Union and the proposed subcontractor shall meet to discuss the employment of the employees subject to layoff.

Section 13.5. Equipment and Safety Committee. Recognizing that safety is a joint effort between management and labor, a Safety Committee is hereby created to address such issues in the work place. The primary purpose of this Committee is to discuss, promote and encourage rules, regulations and practices which enhance the safety of the employees and their work environment as well as reduce the potential liability of the City. Membership on such Committee shall be comprised of 12 Union employees designated by the Union, and up to five management personnel representing Departments covered by this Agreement; the City may invite additional personnel as necessary. Regular meetings shall be held to discuss safety matters and make subsequent recommendations for resolution of these issues to the City Manager.

Section 13.6. Imminent Danger Procedure. If an employee reasonably believes that his health and safety are in imminent danger due to an allegedly unsafe condition or piece of equipment, he shall report the situation to his immediate supervisor, who will have the initial responsibility for determining the corrective action, if any, to be taken. If the employee disagrees with the supervisor’s decision, he may request the supervisor to call the City Manager’s designee, which request will not unreasonably be denied. The employee shall not be required to perform the work or operate the equipment which is the subject of the disagreement until such time as the City Manager or his designee has rendered his decision on the matter. The decision of the City Manager or his designee regarding the allegedly unsafe condition or equipment and/or the correction action taken or proposed by the supervisor, shall be final.

Section 13.7. Labor-Management Committee. There shall be a labor-management committee consisting of at least two City members and an agreed number of employee members selected by the Union to discuss at regular quarterly meetings matters of administration of this Agreement. Meetings may take place more frequently upon request. Either the City or Union Committee members may place items on the agenda for said meetings. Where agreement is reached at Labor-Management Committee meetings on items of general application, the City shall supply the Union with a written answer. Both the City and the Union will respond on matters agreed upon at meetings within sixty (60) days of the meeting.
Section 13.8. Work Rules. Whenever the City changes work rules, or issues new work rules, the Union will be given at least 30 days’ notice (one week for minor changes) before the effective date in order that the Union can discuss said rules with the City before they become effective, if the Union so requests. A copy of the new or changed rules will be posted or given to the affected employees before said rules take effect. Each Agreement will require the City and the Union to review the Unified Work Rules for changes or revisions. The City and the Union agree that employees are bound by the Unified Work Rules as agreed upon at the time of the ratification of this Agreement. Changes to the Unified Work Rules after ratification of each Agreement must be agreed upon between the City and the Union as stated above.

Section 13.9. Employee Evaluations. From time to time and particularly at time of merit reviews, the City will hold informal evaluation conferences between the employee and his supervisor to discuss work performance, job satisfaction, work-related problems and the work environment. Generally, employee merit reviews will be completed by the employee’s merit review date. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving the problem. It is understood, however, that the responsibility for satisfactory job performance is the employee’s. If the conference involves a written evaluation, the employee will be given a copy. The City will provide a list of all bargaining unit employees and the dates of their evaluation if requested by the Union.

Section 13.10. Training. The City is committed to providing training opportunities for AFSCME employees. To this end, the City will form a committee comprised of three (3) bargaining unit representatives, designated by the Union, and three (3) City representatives, designated by the City Manager. The Committee will formulate an annual training plan for bargaining unit employees, which will strengthen their current skills and/or enhance their ability to seek career growth opportunities within the City. The Committee will convene no later than sixty (60) days following the ratification of the collective bargaining agreement (CBA). Such Committee shall meet at least quarterly each year. The training plan may include, but not be limited to, programs in basic skill development, safety training, physical skills (i.e., tree climbing, digging), technical, equipment operations (i.e., pay loader and street sweepers, water equipment, HVAC, janitorial) and supervisory training. Training programs will include internal and external programs, individual and group training. Training programs may be offered on a quarterly basis and will be advertised to the entire bargaining unit.

All training will be offered at the discretion of the City and subject to available funding. Training must be approved by the Department Director or his designee. Employees may be offered to attend training on their own time, at their own cost and at no pay on a voluntary basis. There can be no service reduction or overtime costs created if an employee attends a training session on City time unless otherwise determined to be in the best interests of the City by the Department Director.
Section 13.11. Drug and Alcohol Testing. The City’s drug and alcohol testing policy as exist on the effective date of this Agreement shall be continued in effect for the employees covered by this Agreement. Any City drug and alcohol testing policy will be in accordance with relevant federal drug and alcohol testing guidelines issued by the U.S. Department of Health and Human Services and the U.S. Department of Transportation.

Section 13.12. Request for Classification Study. The Union may request a survey, audit or such other investigation as may be deemed necessary to determine the proper allocation of a bargaining unit position to a class. Upon request of a survey, audit, or such other investigation, the City will provide a written status update every 6 months to include where the study is at and an estimated date of completion. Upon completion of the study, the City will provide the Union with a report or the results within six (6) months. Nothing shall preclude the presentation of relevant information by the Union. The results are subject to negotiation between the Union and the City.

Section 13.13. Mileage Reimbursement. For any employee required to use his personal vehicle to conduct City business, the City will reimburse the employee at the current Internal Revenue Service Code level of mileage reimbursement.

(a) Whenever the City makes permanent changes in full-time employees’ shift assignments, the Union shall be given at least 30 days’ notice (one week for minor changes, and one week for permanent shift assignment changes for permanent part-time employees) before the effective date in order that the Union can discuss said rules or changes with the City before they become effective, if the Union so requests. A copy of the new shift assignments will be posted or given to the affected employees before said changes take effect.

(b) Where for periods of one working day or more due to seasonal or other changes in operations the City changes the start times and/or days worked of bargaining unit employees, such employee shall receive a shift differential of five percent (5%).
Article XIV - Termination and Legality Clauses

Section 14.1. Savings. If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to negotiate immediately concerning a substitute for any provision or portion thereof which is held unlawful or unenforceable.

Section 14.2. Term. This Agreement shall be in effect from January 1, 2017 to December 31, 2018, and year to year thereafter. Not earlier than September 1, 2018 and not later than October 1, 2018, either the City or the Union may give written notice to the other party by registered or certified mail to modify this Agreement for the subsequent term.

Executed this __________, after receiving ratification by the Union membership and approval by the City Council.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO FOR AND ON BEHALF OF EVANSTON CITY EMPLOYEES UNION

For the City of Evanston:

_________________________________________ Date
Wally Bobkiewicz, City Manager

_________________________________________ Date
Martin Lyons, Assistant City Manager/CFO

For the Union:

_________________________________________ Date
Daniel Kwiecinski, President Local 1891

_________________________________________ Date
Eugene Boatright, Staff Representative, AFSCME Council 31
Appendix A - Positions and Job Families

Local 1891 included: All regular part-time and full-time employees regularly scheduled to work ten hours or more in a week in the following classifications unless otherwise excluded:


Accounts Payable Clerk, Accounts Payable Coordinator, Administrative Adjudication Aide, After-school Supervisor, AIDS/HIV Counselor, Assistant Permit Coordinator, Bookkeeper, Branch Assistant, Building Supervisor, CDBG Grants Administrator, Chemist, Civil Engineer I, Civil Engineer II, Civil Engineer III, Clerk I, Clerk II, Clerk III, Clerk Typist I, Clerk Typist II, Clerk Typist III, Collections Coordinator, Communicable Disease Surveillance Specialist, Construction Inspector, Construction Rehabilitation Specialist, Court Liaison, Crime Analyst, Crime Prevention Specialist, Customer Service Coordinator, Customer Service Representative, Data Control Clerk, Dental Assistant, Dental Health Educator, Economic Development Planner, Economic Development Program Specialist, Electrical Inspector I, Electrical Inspector II, Engineering Associate I, Engineering Associate II, Environmental Health Practitioner, Executive Secretary (other than to Department Head), Facilities Supervisor, Finance Operations Coordinator, Garden Coordinator, Hockey Director of Operations, Housing Planner, Human Relations Specialist, Inclusion Specialist, Information Systems Clerk, Librarian I, Library Aide I, Library Aide II, Library Assistant, Library Clerk, Library Technical Aide, License & Measures Inspector, Licensing Coordinator (Health, Permits), Mailroom Attendant, M/W/BE Coordinator, Meter Service Coordinator, Microbiologist, Neighborhood Planner, Noyes Center Coordinator, Nurse's Assistant, Office Assistant, Outreach Specialist, Parking Operations Clerk, Payroll Coordinator, Permit Coordinator,
Plan Reviewer, Planner, Plumbing Inspector, Plumbing/Mechanical Inspector, Police Planner, Pre-school Instructor, Program Assistant, Program Coordinator, Property Maintenance Inspector I, Property Officer, Public Health Nurse, Public Information Assistant (part-time), Readers’ Advisor, Records Input Operator, Recreation Aide, Review Officer, Secretary I, Secretary II, Security Monitor, Senior Planner, Senior Specialist, Service Center Coordinator, Shelver, Sign Inspector/Graffiti Technician, STD Nurse Associate, Streets/Sanitation Administrative Assistant, Structural Inspector, Structural Inspector/Plan Reviewer, Switchboard Operator, Traffic Engineering Technician, Victim Services Advocate, Vision/Hearing Technician, Water Billing Clerk, Weekend/Evening Coordinator, Youth Advocate, Zoning Officer, Zoning Planner.

Excluded: All other employees, including but not limited to: (i) all employees in the City Clerk’s Office, the Human Resources Division, the Law Department; (ii) all supervisors, managerial employees, seasonal employees, confidential employees, and short-term employees; (iii) the following classifications of employees are excluded under the Act:

Accounting Manager; ADA/CIP Project Manager; Administrative Adjudication Manager; Administrative Assistant, Finance; Administrative Assistant, Management and Budget; Administrative Assistant, Police Department; Administrative Law Judge; Administrative Secretary; Administrative Specialist; Administrative Services Manager; Aldermanic/Mayoral Secretary; Arborist; Assistant City Manager; Assistant Corporation Counsel; Assistant to the City Manager; Assistant Communications Coordinator; Assistant Director, Community Development; Assistant Director, Facilities Management; Assistant Director, Finance; Assistant Director, Human Resources; Assistant Director, Mental Health; Assistant Superintendent, Water/Sewer; Assistant UNIX Administrator; Auto Shop Supervisor; Business Manager; Center Manager; Circulation Supervisor; City Clerk; City Manager; Clinic Physician; Communications Coordinator; Community Information Coordinator; Community Intervention Coordinator; Construction Manager; Coordinating Structural Inspector; Crossing Guard; Database Administrator; Dentist; Deputy City Clerk; Deputy Public Works Director; Director, Arts Council; Director, Community Development; Director, Ecology Center; Director, Facilities Management; Director, Finance; Director, Health & Human Services; Director, Human Relations; Director, Human Resources; Director, Information Systems; Director, Library; Director, Management & Budget; Director, Parks/Forestry & Recreation; Director, Police Records Bureau; Director, Police Social Services Bureau; Director, Public Works; Director, Purchasing and Contracts; Division Chief, Health; Division Chief, Water/Sewer; Division Chief, Fire; Environmental Educator; Environmental Health Supervisor; Executive Assistant; Executive Secretary to a Department Head; Facilities Management Supervisor; Fire Chief; First Assistant Corporation Counsel; GIS
Analyst; GIS Manager, Human Resources Assistant; Human Resources Specialist; Instructor; Investment Analyst; IS Trainer; Laboratory Supervisor; Lakefront Sports Coordinator; Landscape Architect; Librarian II; Librarian III; Long-Term Care Ombudsman; Management Analyst; Medical Supervisor; Network Administrator; Office Coordinator; Operations Coordinator, Management & Budget; Operations Manager; Parking Enforcement Coordinator; Parking Enforcement Supervisor; Parking Systems Manager; Parking Systems Supervisor; Payroll Manager; Periodicals Supervisor; Police Chief; Police Commander; Police Lieutenant; Police Systems Administrator; Pre-school Coordinator; Program Manager; Program Supervisor; Programmer Analyst; Property Maintenance Inspector II; Public Health Nurse Supervisor; Public Information Specialist; Public Works Supervisor; Recreation Maintenance Supervisor; Revenue Manager; Senior Accountant; Senior Engineer; Senior Program Coordinator; Senior Traffic Engineer; Staff Attorney; Superintendent, Administrative Services; Superintendent, Parks/Forestry; Superintendent, Recreation; Superintendent, Streets/Sanitation; Superintendent, Water/Sewer; Technical Support Specialist; Technical Support Specialist II; Technical Services Manager; Telecommunications Coordinator; TIF Accounting Analyst; Water Maintenance Supervisor; Web Developer.
## APPENDIX A-1
### AFSCME - Job Families

<table>
<thead>
<tr>
<th>Division</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks</td>
<td>General Tradesman</td>
</tr>
<tr>
<td>Parks</td>
<td>Crew Leader</td>
</tr>
<tr>
<td>Parks</td>
<td>Parks/Forestry Worker III</td>
</tr>
<tr>
<td>Parks</td>
<td>Equipment Operator</td>
</tr>
<tr>
<td>Parks</td>
<td>Parks/Forestry Worker II</td>
</tr>
<tr>
<td><strong>Division</strong></td>
<td><strong>Job Title</strong></td>
</tr>
<tr>
<td>Forestry</td>
<td>Crew Leader</td>
</tr>
<tr>
<td>Forestry</td>
<td>Parks/Forestry Worker III</td>
</tr>
<tr>
<td>Forestry</td>
<td>Parks/Forestry Worker II</td>
</tr>
<tr>
<td>Recreation</td>
<td>Crew Leader</td>
</tr>
<tr>
<td>Recreation</td>
<td>Parks/Forestry Worker II</td>
</tr>
<tr>
<td><strong>Division</strong></td>
<td><strong>Job Title</strong></td>
</tr>
<tr>
<td>Recreation</td>
<td>Building Supervisor</td>
</tr>
<tr>
<td>Recreation</td>
<td>Custodian II</td>
</tr>
<tr>
<td>Recreation</td>
<td>Custodian I</td>
</tr>
<tr>
<td>Recreation</td>
<td>Part-time Custodian</td>
</tr>
<tr>
<td><strong>Division</strong></td>
<td><strong>Job Title</strong></td>
</tr>
<tr>
<td>Recreation</td>
<td>Data Control Clerk</td>
</tr>
<tr>
<td>Recreation</td>
<td>Clerk II</td>
</tr>
<tr>
<td>Recreation</td>
<td>Clerk I</td>
</tr>
<tr>
<td>Recreation</td>
<td>Part-time Office Assistant</td>
</tr>
<tr>
<td><strong>Division</strong></td>
<td><strong>Job Title</strong></td>
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<tr>
<td>Recreation</td>
<td>Preschool Instructor</td>
</tr>
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<td>Recreation</td>
<td>After School Supervisor</td>
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<tr>
<td>Recreation</td>
<td>Program Assistant</td>
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<td><strong>Job Title</strong></td>
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<td>Facilities Management</td>
<td>Facilities Maintenance Worker III</td>
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<td>Facilities Management</td>
<td>Facilities Maintenance Worker II</td>
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<td>Facilities Management</td>
<td>Facilities Maintenance Worker/Custodian I</td>
</tr>
<tr>
<td>Facilities Management</td>
<td>Custodian I</td>
</tr>
<tr>
<td>Facilities Management</td>
<td>Part-time Custodian</td>
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<tr>
<td><strong>Division</strong></td>
<td><strong>Job Title</strong></td>
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<tr>
<td>Cultural Arts</td>
<td>Custodian II</td>
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<td>Part-time Custodian</td>
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<tr>
<td>Division</td>
<td>Job Title</td>
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<tr>
<td>-------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Fleet</td>
<td>Lead Mechanic</td>
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<tr>
<td>Fleet</td>
<td>Equipment Mechanic III</td>
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<tr>
<td>Fleet</td>
<td>Equipment Mechanic II</td>
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<td>Equipment Mechanic I</td>
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<td>Vehicle Repair Worker</td>
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<td>Auto Service Worker</td>
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<td>Operations Coordinator</td>
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<td>Equipment Operator III</td>
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<tr>
<td>Streets</td>
<td>Equipment Operator II</td>
</tr>
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<td>Streets</td>
<td>Public Works Maintenance Worker III</td>
</tr>
<tr>
<td>Streets</td>
<td>Public Works Maintenance Worker II</td>
</tr>
<tr>
<td>Streets</td>
<td>Equipment Operator I</td>
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<tr>
<td>Streets</td>
<td>Public Works Maintenance Worker I</td>
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<tr>
<td>Water &amp; Sewer - Plant</td>
<td>Water &amp; Sewer Mechanic (Filter or Pumping)</td>
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<td>Water &amp; Sewer - Plant</td>
<td>Water Worker II (Filter or Pumping)</td>
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<tr>
<td>Water &amp; Sewer - Plant</td>
<td>Water Worker I (Filter)</td>
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<tr>
<td>Water &amp; Sewer - Plant</td>
<td>Custodian</td>
</tr>
<tr>
<td>Water &amp; Sewer - Field</td>
<td>Crew Leader (Distribution or Sewer)</td>
</tr>
<tr>
<td>Water &amp; Sewer - Field</td>
<td>Water Worker III</td>
</tr>
<tr>
<td>Water &amp; Sewer - Field</td>
<td>Water Worker II (Distribution or Sewer)</td>
</tr>
<tr>
<td>Water &amp; Sewer - Field</td>
<td>Water Worker I (Distribution or Sewer)</td>
</tr>
<tr>
<td>Engineering</td>
<td>Civil Engineer III</td>
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<tr>
<td>Engineering</td>
<td>Civil Engineer II</td>
</tr>
<tr>
<td>Engineering</td>
<td>Civil Engineer I</td>
</tr>
<tr>
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**Appendix B - Salary Schedule**

**Full-time Positions - Pay Grades**

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Plumbing/Mechanical Inspector A29
Police Planner A30
Health Program Coordinator A30
Property Maintenance Inspector I A29
Property Officer A28
Public Health Nurse A29A
Public Works Crew Leader PW30
Public Works Maintenance Worker I PW22
Public Works Maintenance Worker II PW24
Public Works Maintenance Worker III PW26
Public Works Operations Coordinator PW34
Records Input Operator A21
Recreation Aide A21
Review Officer A29
Review Officer/Records Specialist A29A
Secretary I A22
Secretary II A23
Senior Planner A34
Service Center Coordinator A25
Sign Inspector/Graffiti Technician A25
STD Nurse Associate A31A
Streets/Sanitation Administrative Assistant A30
Structural Inspector A29
Structural Inspector/Plan Reviewer A30
Switchboard Operator A19
Traffic Electrician PW30
Traffic Engineering Technician A28
Traffic Repair Worker PW26
Vehicle Repair Worker PW30
Victim Services Advocate A30
Vision/Hearing Technician A22
Water Billing Clerk A24
Water Plant Operator PW32
Water Service Worker PW26
Water Worker I PW24
Water Worker II PW26
Water Worker III PW28
Water/Sewer Crew Leader PW30
Water/Sewer Mechanic PW36
Weekend/Evening Coordinator A25
Youth Advocate A27
Zoning Officer A32
Zoning Planner A34
## Appendix B - Salary Schedule

### Part-time Positions - Pay Grades

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<tr>
<td>Crime Analyst</td>
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### Position Salaries by Pay Grade

**June 26, 2017 - December 24, 2017 (2.75% COLA)**

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### Position Salaries by Pay Grade

**December 25, 2017-December 23, 2018 (3% COLA)**

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Position Salaries by Pay Grade
June 26, 2017-December 24, 2017 (2.75% COLA)

<table>
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<tr>
<th>Pay Grade</th>
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<th>A2</th>
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<th>B</th>
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<td>PW29</td>
<td>29.021</td>
<td>29.626</td>
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### Position Salaries by Pay Grade

**December 25, 2017 - December 23, 2018 (3% COLA)**

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</table>
Appendix C - Dues Authorization

Dues Authorization

I hereby authorize the City of Evanston to deduct from my pay the uniform dues of American Federation of State, County and Municipal Employees, AFL-CIO, and remit said amounts to the Union.

I understand that I may not cancel this authorization for one (1) year from the date I sign it or until the termination date of the current labor agreement between AFSCME AFL-CIO and the City, whichever date occurs sooner.

_______________________________
Print Name

________________________________
Department/Division

________________________________
Signature

________________________________
Date

Agreed: __________________________
Date

________________________________
City of Evanston

________________________________
AFSCME Council 31
Appendix D - Memorandum of Understanding

Memorandum of Understanding
Bargaining Alternatives to Layoff

The parties have worked diligently to craft an economic package that meets the goals set forth in the City of Evanston’s FY 2018 budget. In the event the City provides notification of layoffs to AFSCME employees, per the CBA, during the term of this agreement, the parties agree to enter into negotiations to discuss economic alternatives to layoffs.

For the City of Evanston:

Wally Bobkiewicz, City Manager

Martin Lyons, Assistant City Manager/CFO

For the Union:

Daniel Kwiecinski, President Local 1891

Eugene Boatright, Staff Representative, AFSCME Council 31
Appendix E – Memorandum of Understanding

Memorandum of Understanding
Health Insurance

In the event negotiations with other Unions representing City of Evanston employees result in a health insurance benefits package that is more favorable to bargaining unit members than what is contained in the current CBA, the City agrees to extend the same health insurance benefits package on the same terms to AFSCME members effective January 1 the subsequent year. If effective, this Memorandum of Understanding would supersede any amounts referenced in Sections 10.3 and 10.3.1.

For the City of Evanston:

______________________________ Date
Wally Bobkiewicz, City Manager

______________________________
Martin Lyons, Assistant City Manager/CFO

For the Union:

______________________________ Date
Daniel Kwiecinski, President Local 1891

______________________________ Date
Eugene Boatright, Staff Representative, AFSCME Council 31
Appendix F - Memorandum of Understanding

Memorandum of Understanding
Retroactive Pay, Floating Holidays, Layoffs, and Furlough Days

Retroactive pay back to June 26, 2017, will be paid on the November 17, 2017 paycheck.

In 2018, employees will accrue four (4) additional floating holidays to be used in 2018. These floating holidays will not be denied due to operational needs as long as proper notice is given consistent with this Agreement.

Should union layoffs become necessary for 2018, for each position being eliminated, the City will offer to all employees in the same job classification the opportunity to accept a voluntary layoff on the same terms and conditions of an involuntary layoff consistent with Article XI of this Agreement.

On a one-time basis, in light of the City’s economic downturn, employees agree to take one (1) unpaid day on November 10, 2017.

If budgeted and approved by the Evanston City Council for 2018, employees agree to take two (2) unpaid days in 2018, the scheduling of which shall be in accordance with the following parameters:

a. Employees who regularly work 8 hour days shall take off an equivalent of sixteen (16) hours of unpaid time in 2018. Employees who regularly work 7.5 hour days shall take off an equivalent of fifteen (15) hours of unpaid time in 2018. Unpaid time off for part-time employees will be calculated by totaling their hours worked in a regular work week, divided by five, and multiplied by two to designate their number of unpaid time off hours.

b. Unpaid time off may be taken in increments of one hour and must be requested with 48 hours’ notice.

c. The City will honor employees’ preferences when granting and scheduling unpaid time off. Scheduled unpaid time off may only be canceled by the City if unusual circumstances are presented and demonstrated by the City, such as severe weather, failing infrastructure, unplanned road closures, emergency, or anything else that may create an adverse impact for Evanston residents.

d. The use of unpaid time off will not result in any loss of accrued benefit time and shall be counted towards hours worked for the purpose of calculating overtime.

e. Employees who have not taken 2 unpaid days off by December 31, 2018, will have any hours not yet taken deducted from the first paycheck in 2019.
2017 - 2018 Agreement - City of Evanston and AFSCME Council 31

For the City of Evanston:

_______________________________________  Date
Wally Bobkiewicz, City Manager

_______________________________________  Date
Martin Lyons, Assistant City Manager/CFO

For the Union:

_______________________________________  Date
Daniel Kwicinski, President Local 1891

_______________________________________  Date
Eugene Boatright, Staff Representative, AFSCME Council 31
Memorandum

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

From: Erika Storlie, Deputy City Manager & Administrative Services Director
Luke Stowe, Chief Information Officer
Hillary Beata, Digital Services Specialist

Subject: Resolution 71-R-17, City of Evanston Open Data Policy

Date: October 16, 2017

Recommended Action:
Staff recommends City Council adoption of Resolution 71-R-17, approving the Open Data Policy for the City of Evanston. The policy will demonstrate the City’s ongoing commitment to open data, transparency and efficient city services.

Livability Benefit:

Summary:
City staff began working with several departments in the fall of 2014 to gather, prepare and share data sets on a new open data portal. OpenEvanston.org was launched in February of 2015 utilizing the Junar platform. The new portal offered a consolidated approach to data that was offered in various locations on the city website. The portal also offered new ways to view 311 data, building permit information and employee compensation.

A new and improved version of the open data portal was launched in November of 2016 on the Socrata platform. New data sets and map layers were added and categorized in alignment with the STAR Community framework. The current portal offers various ways to view, export, and search the data sets.

City staff has been working for the past year to further increase our efforts to leverage data and evidence to make decisions. An internal Data Governance Team was formed earlier this year. The team is comprised of staff members from several departments and discusses best practices, new data sets to share and how to foster more cross collaboration among departments.
The City of Evanston is currently working on the Bloomberg Philanthropies' What Works Cities national initiative. The initiative helps mid-size cities enhance their use of data and evidence to improve services, inform local decision making and engage residents. The What Works Cities initiative offers a standard with three certification levels. The City is currently working towards meeting the criteria for the Silver Level certification. A codified open data policy is a key element of the What Works Cities standard.

City staff recommends approval of this proposed open data policy resolution to demonstrate our ongoing commitment to open data and evidence based decision processes. The policy defines open data elements, describes key elements of the open data program, program governance, assigns a central location for the data and offers guidance on reviewing and reporting on our open data efforts.

Attachments:
Resolution 71-R-17
A RESOLUTION

Approving an Open Data Policy for the City of Evanston

WHEREAS, much of the data collected by the City of Evanston ("City") is stored in ways which impede the ability to aggregate, analyze and synthesize it to better allocate public resources; and

WHEREAS, access to public information promotes a higher level of civic engagement and allows citizens to provide valuable feedback to government officials regarding local issues; and

WHEREAS, every community member has the right to prompt, efficient service from the government; and

WHEREAS, the thoughtful implementation of an open data program improves provision of services, increases transparency and access to public information, and enhances coordination and efficiencies among departments, partner organizations and citizens; and

WHEREAS, one goal of an Open Data policy is to proactively provide information currently sought through public records requests, thereby saving the City time and money; and

WHEREAS, in commitment to the spirit of Open Government, the City will consider public information to be open wherever possible and will proactively publish data and data containing information, consistent with relevant public records law; and
WHEREAS, information technologies, including web-based and other Internet applications and services, are an essential means for Open Government, and good government generally; and

WHEREAS, by publishing structured standardized data in machine readable formats the City seeks to encourage the local civic technology community to develop civic applications and tools to collect, organize, and share public record data in new and innovative ways; and

WHEREAS, the protection of privacy, confidentiality and security will be maintained as a paramount priority while also advancing the government’s transparency and accountability through open data.

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

SECTION 1: The City Council hereby adopts the City of Evanston Open Data Policy attached as Exhibit A.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

_____________________________
Stephen H. Hagerty, Mayor

Attest:

_____________________________
Devon Reid, City Clerk

Adopted: _________________, 2017
EXHIBIT A

The City of Evanston Open Data Policy
The City of Evanston
Open Data Policy

Section 1: Definitions

1. “Data” means statistical, factual, quantitative, or qualitative information that is maintained or curated by or on behalf of an Evanston agency.

2. “Open data” means data that is available online, in an open format, with no legal encumbrances on use or reuse, and is available for all to access and download in full without fees.

3. “Legal encumbrance” includes federal copyright protections and other, non-statutory legal limitations on how or under what conditions a dataset may be used. This definition is also inclusive of any software source code made available online (“open source software”).

4. “Open format” means any widely accepted, nonproprietary, platform-independent, machine-readable data format, which permits automated processing of such data and facilitates analysis and search capabilities.

5. “Dataset” means a named collection of related records, with the collection containing data organized or formatted in a specific or prescribed way, often in tabular form.

6. “Protected information” means any dataset or portion thereof to which an agency may deny access pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., or any other law or rule or regulation.

7. “Sensitive information” means any data which, if published by the City of Evanston online, could raise privacy, confidentiality or security concerns or have the potential to jeopardize public health, safety or welfare to an extent that is greater than the potential public benefit of publishing that data.

8. “Publishable data” means data which is not protected or sensitive and which has been prepared for release to the public.

Section 2: Open Data Program

1. The City of Evanston commits to develop and implement practices that will allow it to:
   A. Proactively release all publishable Evanston data, making it freely available in appropriately varied and useful open formats, using an open license with no restrictions on use or reuse, and fully accessible to the broadest range of users to use for varying purposes;
   B. Publish high quality, updated data with documentation (“metadata”) and permanence to encourage maximum use;
   C. Measure the effectiveness of datasets made available through the Open Data Program by connecting open data efforts to the City of Evanston’s programmatic priorities;
   D. Minimize limitations on the disclosure of public information while appropriately safeguarding protected and sensitive information; and
   E. Support innovative uses of the City of Evanston’s publishable data by agencies, the public, and other partners.
2. The development and implementation of these practices shall be overseen by the City Manager or his/her designee.

3. The requirements of this Open Data Policy shall apply to any City of Evanston department, office, administrative unit, commission, board, advisory committee or other division of the City of Evanston government ("agency"), including the records of third party agency contractors that create or acquire information, records, or data on behalf of a Evanston agency.

Section 3: Governance

1. Implementation of the Open Data Program will be overseen by the City Manager or his/her designee, who will work with the City of Evanston’s departments and agencies to:
   A. Identify and publish appropriate contact information for each lead open data steward who will be responsible for managing that department’s or agency’s participation in the Open Data Program;
   B. Oversee the creation of a comprehensive inventory of datasets held by each City of Evanston agency which is published to the central open data location and is regularly updated;
   C. Develop and implement a process for determining the relative level of risk and public benefit associated with potentially sensitive, non-protected information so as to make a determination about whether and how to publish it;
   D. Develop and implement a process for prioritizing the release of datasets which takes into account new and existing signals of interest from the public (such as the frequency of public records requests), the City of Evanston’s programmatic priorities, existing opportunities for data use in the public interest, and cost;
   E. Proactively consult with members of the public, agency staff, journalists, researchers, and other stakeholders to identify the datasets which will have the greatest benefit to Evanston residents if published in a high quality manner;
   F. Establish processes for publishing datasets to the central open data location, including processes for ensuring that datasets are high quality, up-to-date, are in use-appropriate formats, and exclude protected and sensitive information;
   G. Ensure that appropriate metadata is provided for each dataset in order to facilitate its use;
   H. Develop and oversee a routinely updated, public timeline for new dataset publication;
   I. Make recommendations for historical document inclusion and define a schedule for approved historical document publication; and
   J. Ensure that published datasets are available for bulk download and/or available via public application programming interfaces ("APIs") without legal encumbrance.

2. In order to increase and improve use of the City of Evanston’s open data, the City Manager or his/her designee will actively encourage agency and public
participation through providing regular opportunities for feedback and collaboration.

Section 4: Central Online Location for Published Data
1. The City of Evanston has created and will maintain an Open Data Portal at data.cityofevanston.org where the City of Evanston’s published data will be available for download.
2. Published datasets shall be placed into the public domain. Dedicating datasets to the public domain means that there are no restrictions or requirements placed on use of these datasets.
3. Each published dataset should be associated with contact information for the appropriate manager of that dataset as well as with a file layout or data dictionary that provides information about field labels and values.
4. Evanston departments will specify a recommended data citation form available for viewing on the central online location for published Evanston data to encourage responsible reuse of Evanston data.

Section 5: Open Data Report and Review
1. Within one year of the effective date of this Open Data Policy, and thereafter no later than after January 1st of each year, the City Manager or his/her designee shall publish an annual Open Data Report. The report shall include an assessment of progress towards achievement of the goals of the City of Evanston’s Open Data Program, an assessment of how the City of Evanston’s open data work has furthered or will further the City of Evanston’s programmatic priorities, and a description and publication timeline for datasets envisioned to be published by the City of Evanston in the following year.
2. During the review and reporting period, the City Manager or his/her designee should also make suggestions for improving the City of Evanston’s open data management processes in order to ensure that the City of Evanston continues to move towards the achievement of the policy’s goals.
Memorandum

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

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

Subject: Resolution 80-R-17 Accepting Grant Awards in Order to Help Fund a Congregate Senior Meal Program at the Levy Senior Center and Fleetwood-Jourdain Community Center.

Date: October 21, 2017

Recommended Action:
Staff recommends City Council adoption of Resolution 80-R-17 authorizing the City Manager to sign notification of grant awards to fund and operate a congregate senior meal program at the Levy Senior Center and Fleetwood-Jourdain Community Center.

Funding Source:
This is a reimbursement program in which the total amount of reimbursement the City will receive is solely dependent upon the number of lunches served and varies depending on the levels of participation. The City’s estimated reimbursement is calculated using the highest daily participation level stated in our application. Funding for this program is budgeted in various line items in the Fleetwood-Jourdain Business Unit 100.30.3040 and Levy Center Business Unit 100.30.3055. Overall budgeted expenses for the 2017/18 program include staffing salaries, Social Security, Medicare, advertising, program supplies and food costs, which is projected at $88,784.

<table>
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<th></th>
<th>Levy Senior Center</th>
<th>Fleetwood-Jourdain Center</th>
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<td>Meal Program Expenditure</td>
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<td>Budgeted Amount</td>
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<td>Maximum Grant Reimbursement to Revenue Account</td>
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<td>$5,798</td>
<td>$42,275</td>
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<td>Project Income (Donations)</td>
<td>$7,000</td>
<td>$800</td>
<td>$7,800</td>
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<td>Local In-Kind (i.e. Room usage, utilities, volunteers, etc)</td>
<td>$13,740</td>
<td>$2,505</td>
<td>$16,245</td>
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<tr>
<td>Local Cash (City Supported)</td>
<td>$16,860</td>
<td>$5,604</td>
<td>$22,464</td>
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</table>
Staff projects meal donations of $7,800. The City will provide a local cash match of $22,464 of the $88,784 if the projection for donations is met, and less if it is exceeded. This is the eighth year of this grant program, which has helped provide a senior lunch program subsidy at Fleetwood-Jourdain one day per week and at Levy Senior Center five days per week. Similar to the current year’s management plan for the program, should donations that are received from attendees of the meal program be less than expected, department staff will develop a plan to offset the revenue shortage.

Livability Benefits:
Equity and Empowerment: Support quality human service programs
Health & Safety: Provide access to fresh, healthful foods

Summary:
The City of Evanston reapplied to receive funding for a congregate senior meal program through Age Options. As part of the nationwide network, Age Options is authorized by the federal Older Americans Act and the Illinois Department on Aging as the Planning and Service Area for the 30 townships surrounding Chicago. The Older Americans Act Title III-C Nutrition Services grant funds congregate meals for older adults, aged 60 and over, a spouse, or child with disabilities under the age of 60.

This grant covers food costs, administrative overhead and supplies for the program. The City received a maximum grant award of $36,477 to provide meals 5 days a week at the Levy Senior Center and $5,798 to provide meals one day a week at the Fleetwood-Jourdain Community Center. The time period of this grant is October 1, 2017 through September 30, 2018.

This grant for Congregate Meal Nutrition Services will offset the cost of each meal and no eligible senior shall be denied participation because of inability to contribute. The suggested contribution for each meal will be $4.50 – there has not been an increase from the prior agreement and meals will be provided regardless of ability to pay.

Attachments:
Resolution 80-R-17 Accepting Grant Awards
A RESOLUTION

Authorizing the City Manager to Sign Notifications of Grant Awards To Fund and Operate a Congregate Senior Meal Program

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

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

WHEREAS, the Department applied to the Illinois Department on Aging for funding for a congregate senior meal program; and

WHEREAS, the Department received two (2) grant awards, worth a combined forty two thousand two hundred seventy five dollars ($42,275), to operate meal programs for seniors; and

WHEREAS, the grant award will allow seniors to receive meals at a suggested donation rate of four dollars and fifty cents ($4.50); and

WHEREAS, the Department plans to operate a lunch program for seniors five (5) days a week at the Levy Senior Center; and

WHEREAS, the Department plans to operate a lunch program for seniors one (1) day a week at the Fleetwood-Jourdain Community Center,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:
SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized to sign, and the City Clerk hereby authorized to attest, on behalf of the City of Evanston, the Notifications of Grant Awards.

SECTION 3: The City Manager is hereby authorized to sign, and the City Clerk hereby authorized to attest, on behalf of the City of Evanston, the Notifications of Grant Awards attached hereto as Exhibit A, incorporated herein by reference.

SECTION 4: This Resolution 80-R-17 shall be in full force and effect from and after its passage and approval in the manner provided by law.

_______________________________
Stephen H. Hagerty, Mayor

Attest:

_______________________________
Devon Reid, City Clerk

Adopted: _________________, 2017
EXHIBIT A

Congregate Senior Meal Program
Notification of Grants Awards
**NOTE:** The attached *Conditions of Award* comply with Federal and State regulations and are an integral component of this Notification of Grant Award.
GRANTEE NAME, ADDRESS
City of Evanston Levy
2100 Ridge Avenue
Evanston, IL 60201

Project ID: C1
Date: 9/26/2017
Type of Grant: T3C1 Congregate Meals

Approved Costs for Project Period
Project Period: 10/1/2017 To: 9/30/2018

a. Personnel/Fringe $40,574
b. Travel of Persons

c. Equipment & Supplies $500
d. Other $4,314 Sub Areas: City of Evanston
e. Food-Nutrition Only $28,689
f. Delivery-Nutrition Only .00
g. Total $74,077

Computation of Grant Award
1. Total Cost $74,077
2. Less Anticipated

Project Income $7,000
3. Net Cost (estimated) 67,077
4. Nonfederal Share 30,600

5. Area Agency Share $36,477
6. State Share

7. New Obligation Awarded $36,477 Date: 8/3/2017

The awarded obligation (8) includes the maximum Federal Share and State funds obligated to the grantee provided all conditions are met.

Grantee - I have read all the conditions of this award, and agree to fully comply with all such conditions.

Name and Title

Date

Signature

Subscribed and sworn to before me this _____ day of ______________, 20____

Notary Public Signature

AgeOptions (also referred to as Area Agency on Aging)

Signature: Jonathan Lavin, Chief Executive Officer

Date

NOTE: The attached Conditions of Award comply with Federal and State regulations and are an integral component of this Notification of Grant Award.
Notification of Grant Award Cover Page
In addition to the conditions stated in this FY 2018 Conditions of Award document, the Grantee acknowledges, where applicable, receipt of the following documents from Grantor and agrees to comply and abide by the requirements and policies set forth:

- **Grantor Service Definitions and Standards**
  - FY 2018-20 RFP Service Definitions and Standards (for Titles B, D, E, ombudsman and Title VII Elder Abuse)
  - FY 2016-2019 Definitions and Standards (for Title III-C)

- **Grantor Request for Proposals**
  - FY 2018-20 Request for Proposal (for Titles B, D, E, ombudsman and Title VII Elder Abuse)
  - FY 2016-19 Nutrition Request for Proposal (for Title III-C)

- **Requirements for Recipients of Title III Older Americans Act Funds (All Title III)**

- **Grantee’s work plan as submitted to Grantor in the form of the Grantee’s application for funding (All Title III)**

- **Assurances**
  - FY 2018-20 Grantor Grant/Contract Assurances (for Titles B, D, E, ombudsman and Title VII Elder Abuse)
  - FY 2016-19 Grantor Grant/Contract Assurances (for Title III-C)

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Typed or Printed Name of Organization

Signature of Organization’s Authorized Representative

*Conditions of Award follow on Page 3*
FY 2018 CONDITIONS OF AWARD

Grantor (Grantor) with its office at 1048 Lake Street, Suite 300, Oak Park, Illinois and Grantee with its principal office listed on page one; hereby enter into this Grantee Agreement (Agreement). Grantor and Grantee are collectively referred to herein as “Parties” or individually as “Party.”

PART ONE – THE UNIFORM TERMS RECITAL

WHEREAS, it is the intent of the Parties to perform consistent with all articles, Exhibits, and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

From Page One of this Notification of Grant Award (NGA):

- Term. This Agreement shall be effective during the “Project Period” listed on page 1, unless terminated pursuant to this agreement, Costs may not be incurred until the beginning date of the grant and must be obligated prior to September 30, 2018, and disbursed prior to November 10, 2018.

- Grant Funds. Grant funds shall not exceed #7, “New Obligation Awarded” and #5 “Area Agency Share” on Page 1. The Area Agency Share funds may be any combination of Federal, State (General Revenue Funds) and/or, where appropriate, NSIP (Nutrition Services Incentive Program). In-kind and project income may not replace the obligation for local cash, although local cash may replace in-kind. Final Grantor participation will be based on the closeout report.

- Net Cost. The Area Agency (Number 3 under Computation of Grant Award – “New Obligation Awarded”) share of the approved net cost #3) is earned ONLY when the approved cost is accrued and the NON-FEDERAL (Number 4) share of the cost has been contributed. Receipt of Grantor Funds (either through advance or reimbursement) does not constitute earning of these funds. Failure to generate agreed matching funds will require reimbursement to Grantor of unmatched Grantor funds received.

- If the actual net cost is less than the amount on Number 3, the non-federal share will be at the percent indicated on Line 9a. In-kind may be up to the amount identified in this award. The cash match must be at the percent identified on Line 9b (Local Cash Share) and the federal/state share will be at the percent identified on Line 9c (Federal/State Share) of the net cost for the project period of this grant.
ARTICLE 1
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that the following numbers are correct for the Grantee:

<table>
<thead>
<tr>
<th>Required number</th>
<th>Insert the following number for the Grantee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee DUNS Number</td>
<td></td>
</tr>
<tr>
<td>Grantee FEIN NUMBER or Social Security Number</td>
<td></td>
</tr>
<tr>
<td>Grantee SAM registration expiration date</td>
<td></td>
</tr>
</tbody>
</table>

The Grantee must be registered with the System for Award Management (SAM) and will maintain an active SAM registration with current information at all times during which it has an active Agreement with Grantor.

Legal Status (please check [✓] one):

- Individual
- Corporation (including Not for Profit)
- Sole Proprietor
- Medical Corporation
- Partnership
- Limited Liability Company
- Tax-exempt (select applicable tax classification)
- Governmental Unit
- Non-Resident Alien
- Estate or Trust
- __ D = disregarded entity
- __ C = corporation
- __ P = partnership
- Pharmacy/Funeral Home/Cemetery (Corp.)
- Pharmacy (Non-Corporate.)
- Corporation NOT providing or billing
- Other:

1.2 Amount of Agreement. Grant Funds shall not exceed the amount listed on Page 1, line 7 “New Obligation Awarded”. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3 Identification Numbers. The Federal awarding agency is U.S. Department of Health and Human Services/Administration for Community Living and the Federal Award Date is October 1, 2017.

- The CFDA (Code of Federal Domestic Assistance) numbers for Grantor funding are:

<table>
<thead>
<tr>
<th>Title</th>
<th>CFDA#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title III-B: Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers</td>
<td>93.044</td>
</tr>
<tr>
<td>Title III-B Ombudsman: Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers</td>
<td>93.044</td>
</tr>
<tr>
<td>Title III-C: Special Programs for the Aging, Title III, Part C, Nutrition Services</td>
<td>93.045</td>
</tr>
<tr>
<td>NSIP: Nutrition Services Incentive Program</td>
<td>93.053</td>
</tr>
</tbody>
</table>
### 1.4 Certification

Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

### 1.5 Acceptance of Grant

a. The Grantee certifies, under oath, that all information in the grant agreement is true and correct to the best of the Grantee’s knowledge, information and belief; that the funds shall be used only for the purposes described in the grant agreement; and the award of grant funds is conditioned under such certification. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds. I, the undersigned, under oath, certify that I have read and understand the terms of the **Notification of Grant Award** and that this Agency will abide by them. I further certify that I am authorized to sign for this Agency and that I have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor have I made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5). The Grantee certifies that he is
not in default on an educational local as provided in Public Act 85-827. The Grantee certifies that is has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

b. This certifies acceptance of the terms of this Grant under Title III of the Older Americans Act of 1965, as amended, and in terms and conditions enumerated in the approved Grant application. This further certifies that the accepting agency understands that it must administer the Grant in compliance with all rules and regulations of the U.S. Department of Health and Human Services, as well as those of the Illinois Department on Aging and Grantor.

Grantee Name:
__________________________________________________________________________

Grantor

Grantee

Jonathan Lavin, (Head of Grantor)  Signature of Organization’s Authorized Representative

Date of Signature  Date of Signature

Jonathan Lavin, President and CEO  Typed Name and Title of Authorized Representative

Grantor is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under 20 ILCS 435/5 and 435/5.1. Disclosure of this information is MANDATORY as required by Federal Office of Management and Budget OMB’s Uniform Grant Guidance. Failure to comply will result in Federal and/or State funding being withheld.

Grantor does not discriminate in admission to programs or treatment of employment in programs or activities in compliance with appropriate State and Federal Statutes. For information, call 1-800-252-8966 (Voice) or contact the Grantor Civil Rights Coordinator at (708) 383-0258.
ARTICLE 2
REQUIRED REPRESENTATIONS

2.1 Standing and Authority.
   a. The Grantee certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); is duly organized, validly existing 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 and under the laws of the State in which it was incorporated or organized.
   b. Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
   c. If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.
   d. The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
   e. This Agreement and all other documents related to this Agreement, including the application and attachments to which Grantee is a party constitute the legal valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.


2.4. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Grant Application changes, Grantee must notify the Grantor.

ARTICLE 3
DEFINITIONS

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chartable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overrun or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin Code 7000.20.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shows as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin Code 7000.20. “DUNS Number” means a unique nine-digit identification number provided by Dun and Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.
“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Fixed Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed Rate” is in contrast to fee-for-service, 44 Ill. Admin Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit is synonymous with “Net Revenue.”

“Program” means the services provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.
“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” is the grant period.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

ARTICLE 4
PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source (ii) the Governor or Illinois Department on Aging (IDOA) reserves funds, or (iii) the Governor or Illinois Department on Aging (IDOA) determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated. Obligations of Grantor will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

4.2 Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et. seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3 Payments to Third Parties. Grantee agrees to hold harmless Grantor when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.4 Timely Billing and Reporting Required. Grantee must submit payment schedule before beginning of fiscal year and Quarterly Service Cost Reports within 15 days after the end of the quarter. Failure to submit on a timely basis may result in delayed reimbursement.
that Grantee is unable to submit its payment schedule or Quarterly Service Cost Report timely, Grantee shall notify Grantor and may request an extension of time to submit. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

**4.5 Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash requests are for the purposes and objectives set forth in the terms and conditions of award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)"

**ARTICLE 5**

**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

**5.1 Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the approved grant application goals for expenditures, service units, and clients that will be served during and throughout the entire Fiscal Year.

The Grantee agrees to comply with all requirements of the Older Americans Act of 1965 as amended, and regulations and program instructions from federal and state authorities under which this grant is given, including all provider service regulations and requirements detailed in Volume 53 No. 169 Federal Register, 33758 - 33759, August 31, 1988 and Titles 41 and 45 of the Code of Federal Regulations.

**5.2 Scope Revisions.**

a. **Grantor Scope Revisions.** If Grantor determines that expenditures, service units, or client projections will not be met, Grantor may take action as outlined in the Request for Proposal (RFP) or in Grantor Policy on Performance Deficiencies of Grantees. Grantor may initiate a revised grant award to reflect the level of funds needed to reach reduced unit and client projections.

b. **Grantee Request for Prior Approval for Scope change in Grant.** This further certifies that the Grantee understands that no alterations of the terms specified in this grant, as approved, may be made without written authorization of Grantor. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308. Scope revisions may be requested through August 10, 2018.
5.3 Purpose of Grant. Funds are not awarded for purposes of Research and Development.

ARTICLE 6
BUDGET

6.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by the Grantor for carrying out the purposes of the Grant. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The budget submitted by Grantee at application will be final. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

All funds must be obligated by the end of the approved budget period and must be used as specified in the approved Request for Proposal application; Letter of Intent and/or budget.

6.2 Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All request for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds, under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

   a. Grantor Budget Revisions. If Grantor determines that expenditures, service units, or client projections will not be met, Grantor may take action as outlined in the Request for Proposal (RFP) or in Grantor Policy on Performance Deficiencies of Grantees. Grantor may initiate a revised grant award to reflect the level of funds needed to reach reduced unit and client projections.

   b. Grantee Request for Prior Approval for Budget change in Grant. This further certifies that the Grantee understands that no alterations of the terms specified in this grant, as approved, may be made without written authorization of Grantor. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308. Grantee may request budget revisions through August 10 2018.

6.3 Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4 Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph “Budget Revisions”.

AgeOptions
1048 Lake Street, Suite 300
Oak Park, Illinois 60301-1102
(800)699-9043
(708)383-0258
(708)524-0870
(708)524-1653
www.ageoptions.org
6.5 Notification. Within thirty (30) calendar days from the date of receipt of the request for budget revisions, Grantor will review the request and notify Grantee whether the budget revision has been approved, denied or the date upon which a decision will be reached.

ARTICLE 7
ALLOWABLE COSTS

7.1 Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

All non-Federal resources (whether local cash or in-kind) must be clearly documented and established as being "reasonable, necessary and allowable." Grantees are responsible for determining and verifying such allowability. Non-federal match used to support other programs is not allowable as match for funds awarded by Grantor.

7.2 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.3 Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.4 Nonprofit Organizations Cost Principles. The Federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.5 Government Cost Principles. The Federal cost principles that apply to State, local and Federal recognized Indian tribal governments are set forth in 2 CFR, Part 200, Subpart E, Appendix V and Appendix VII.


7.7 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

a. Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash)
contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2CFR 200-302.

b. **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and sub award documentation. All supporting documentation should be clearly identified with the award and general ledger accounts which are to be charged or credited. All in-kind and matching funds must be documented in the same manner as Title III funds.

Project Income must be expended based upon the application, with any changes of expenditures to be approved by Grantor. All Project Income must be reported to Grantor. All such records must be available for inspection by Grantor, the Illinois Department on Aging, and/or federal representative(s).

i. The documentation standards for salary changes to grants as prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity’s organization (Paragraphs 7.4 through 7.7).

ii. If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee of the requirement to submit Personnel activity reports. See 2 CFR 200.430 (i)(8). Personnel activity reports shall account on after the fact basis for one hundred percent (100%) of the employee’s actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate officiant and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

iii. Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

iv. If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

c. **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms of the Agreement.

d. **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are compared with the Budgeted amounts at least quarterly. All time sheets kept by staff and/or volunteers providing Older Americans Act funded services, and/or services provided with state funds granted by Grantor, must detail the actual amount of time spent per funded service per payroll period.
e. **Cash Management.** Requests for advance payment shall be limited to Grantee’s immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305

7.8 **Federal Requirements.** All Grants, whether funded whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 00, 44 Ill. Admin Code 7000.30(b) and Federal Financial Management standards listed above.

7.9 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g. 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.10 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

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**ARTICLE 8**

**REQUIRED CERTIFICATIONS**

8.1 **Certifications.** Grantee, its officers, and directors, shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

a. **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

b. **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720ILCS 5/33E-4).

c. **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliates, is/are delinquent in the payment of any debt to the State, unless Grantee or its affiliates, has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if this certification is false (30 ILCS 500/50-11).

d. **Education Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et. seq).

e. **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et. seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
f. **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payments of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et. seq).


g. **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).


h. **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, possession, or use of a controlled substance during the performance of the Agreement. 30ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.


i. **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et. seq.).


j. **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air act (42 USC 7401 et. seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et. seq.)


k. **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).


l. **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR 376, Subpart C.


m. **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed is whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et. seq. unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
n. **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Public Law No. 104-191, 45 CFR Parts 160,162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use of disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

o. **Criminal Convictions.** Grantee certifies that neither it nor any officer, director, partner or other managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30ILCS 500/50-10.5).

p. **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

q. **Illinois Use Tax.** Grantee certifies in accordance with 30ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

r. **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

s. **Goods from Child Labor Act.** Grantee certifies that no foreign made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (**30ILCS 584**).

t. **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

## ARTICLE 9
### CRIMINAL DISCLOSURE

9.1 **Mandatory Criminal Disclosure.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the current of information report to SAM regarding civil, criminal or administrative proceeding as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.
ARTICLE 10
UNLAWFUL DISCRIMINATION

10.1 Compliance with Nondiscrimination Laws. Grantee its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply will all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

a. The Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.), including without limitation, 44 Ill. Admin Code Part 750, which is incorporated herein; and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having written sexual harassment policies (775 ILCS 5/2-105).

b. The Public Works Employment Discrimination Act (775 ILCS 10/1 et. seq.);


d. Section 504 of the Federal Rehabilitation Act of 1973 (29 USC 794);

e. The Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.); and

f. The Age Discrimination Act (42 USC 6101 et. seq.),

ARTICLE 11
LOBBYING

11.1 Improper Influence. Grantee certifies that NO Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment of modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than Federally appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
11.4 Procurement Lobbying. Grantee warrants and certifies that it, and to the best of its knowledge, its sub-grantee have complied and will comply with Executive Order No. 1 (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this Article 10 in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II (I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE 12
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. The Grantee must retain all records herein required for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specific in 2 CFR 200.333. If any litigation, claims or audit exceptions involved the records have been resolved and final action taken.

12.2 Accessibility of Records. The Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Inspector General, Federal authorities, and person identified in 2 CFR 200, 336, and any other person as may be authorized by Grantor, by the State of Illinois or by Federal statute. Grantee shall cooperate fully in such audit for purposes of audit, monitoring, and evaluation. It will be left to the discretion of Grantor and/or authorized personnel as to whether such visits will be announced or unannounced.¹

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, shall establish a presumption in favor of Grantor or State of Illinois for the recovery of any funds paid under the Grant for which adequate books, records and supporting documentation are not available to support disbursement.

¹ Source: [IDOA AAA Policies and Procedures Sec 1164(a)]
12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331.

ARTICLE 13
FINANCIAL REPORTING REQUIREMENTS

13.1 Required Financial Reporting Reports. Grantee agrees to submit financial reports as requested by Grantor and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditures of the funds related thereto, unless more frequent reporting is required by the Grantee to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 15 calendar days following the three month period covered by the report. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et. Seq.; 2 CFR 207(b)(3) and 200.327.

13.2 Close-out Reports.
(a) Grantee shall submit a Close-Out Report by November 12, 2018. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 45 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.
(b) In an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee’s failure to comply with Grantor’s reporting shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE 14
PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested an in the format required by Grantor. The Grantee must provide service and client information to Grantor in a manner prescribed and determined by Grantor. Such information shall be used in part to meet the Illinois Department on Aging reporting requirements including those under the National Aging Program Information System (NAPIS). Data must be entered on a monthly basis by the tenth of the following month. Unless so specified, the first of such reports shall cover the first
month after the Award begins. Failure to submit required Performance Reports may cause a delay or suspension in funding. 30 ILCS 705/1 et.seq.

14.2 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in the Request for Proposal and updates. See 2 CFR 200.301 and 200.210. Units of service must be provided in each month of the year or as agreed upon in the grant application. New clients should be provided service and reported on in each month of the year, or as agreed upon in the grant application.

14.3 Documentation. The Grantee must maintain service records for all Grantor funded services. Records shall clearly support and substantiate all units, clients and other information reported to Grantor.

ARTICLE 15
AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30ILCS 708/65(c).

15.2 Audit Requirements.
1. An entity that expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year must submit an audit (and accompanying package or reports) to Grantor within (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine months after the end of the audit period, whichever is earlier.
   a. A Not-for-profit entity is required to have a single audit or program-specific audit conducted for that year as required in 2 CFR 200-501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit).
   b. A For-Profit entity is required to have a Program-specific audit conducted for that year in accordance with 2 CFR 200.507.

2. An entity (either Not-for-profit of For-profit) that expends less than $750,000 during its fiscal year shall submit financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.
   a. An entity that receives between $300,000 and $499,999 in Federal and State awards combined must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS).
   b. An entity that expends between $500,000 and $749,999 in Federal and State awards combined must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).

15.3 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally
Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4 Reconciliation Report. All grantees must submit a “reconciliation report” which balances their audited figures to the Grantor “Close-out report”. All funds received from Grantor must be segregated from other sources of funding and clearly labeled. This “reconciliation report” must be sent to Grantor within 30 days of the close of the grantee’s audit.

ARTICLE 16
TERMINATION/SUSPENSION

16.1 Performance Deficiencies. Grantor may take action as outlined in the Request for Proposal (RFP) or in Grantor Policy on Performance Deficiencies of Grantees. Grantor may take action as outlined in the Request for Proposal (RFP) or in Grantor Policy on Performance Deficiencies of Grantees. Grantor may initiate a revised grant award to reflect the level of funds needed to reach reduced unit and client projections.

16.2 Amendment. This Grant may be amended by the mutual consent of both parties at any time during its term. Amendments to this Grant shall be in writing, signed by both parties or their authorized representatives. The Grantee’s non-compliance with the terms of this Grant or misrepresentation by the Grantee may result in immediate termination of the Grant or other sanctions as appropriate, including a refund of all or part of any funds award by the State of Illinois pursuant to this grant.

16.3 Termination. Following thirty (30) days written notice, Grantor may terminate this Grant Agreement in whole or in part without the payment of any penalty or incurring any further obligations to the Grantee. Following such termination, the Grantee shall be entitled to compensation upon submission of fiscal and program reports related to services provided under this Grant Agreement up to and including the date of termination.

Following thirty (30) days written notice, the Grantee may terminate this Grant Agreement in whole or in part. The Grantee must include the reasons for termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.399(a)(4). The Grantee agrees to exercise its termination rights under this paragraph in a timely manner if the Grantee will not be willing to continue performing services under the Grant Agreement and as outlined in the Grant Application upon written notification of any Grant Amendment, extension, or renewal; change in the administrative rules, policies or procedures for the program; or other material modification of circumstances affecting obligations and performance under this Grant Agreement. Following such termination, the Grantee shall be entitled to compensation upon submission of fiscal and program reports related to services provided under this Grant Agreement up to and including the date of termination.
Grantor may terminate this Grant immediately in the event the Grantee substantially or materially breaches the Grant or fails to satisfactorily perform its duties under this Grant. Termination may be cause for a refund to Grantor of the allocated funds. The Grantee shall be paid for work satisfactorily completed prior to the date of termination or for binding financial obligations incurred prior to said termination.

The Grant may be terminated for circumstances beyond the control of Grantee such as natural disasters and fire which prevent Grantee from complying with the terms of the Grant. Upon termination, the Grantee shall be paid for work satisfactorily completed or for binding financial obligations prior to the date of termination.

Upon notice by Grantor to the Grantee of the termination of this award or notice that Grantor will not be contracting with Grantee beyond the term of this award, the Grantee shall cooperate with Grantor in assuring the transition of services to another Grantee, release records related to recipient services, and provide all necessary financial accounting records for services rendered.

16.4 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE 17
SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval from Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and state laws and regulations, and the provisions of the final Notification of Grant Award Agreement.

ARTICLE 18
NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee’s legal status, Federal Employer Identification Number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, senior management or address. See 30 ILCS 708/60(a). If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor of these changes.
18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee’s ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have material impact on Grantee’s ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee’s ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE 19
REORGANIZATION AND BOARD MEMBERSHIP

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should grantee reorganize or otherwise substantially change the character of its corporate structure, business structure, or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this Article shall constitute a material breach of this Agreement.

ARTICLE 20
CONFLICT OF INTEREST

20.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

20.2 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 20.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE 21
EQUIPMENT OR PROPERTY

21.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should grantor require the transfer of such equipment. Upon such notification by
Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

**21.2 Prohibition against Disposition; Encumbrance.** The Grantee is prohibited from and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

**21.3 Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**21.4 Inventory Sheet.** If applicable, the Grantee must provide Grantor on or before December 10, 2018, an inventory sheet of all Title III Older Americans Act funded equipment over $5000.

**ARTICLE 22**

**INSURANCE**

**22.1 Purchase and Maintenance of Insurance.** Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. The Grantee must maintain sufficient and appropriate insurance and bond coverage for all Older Americans Act funded services, and provide proof of coverage to Grantor prior to the project period.

**22.2 Claims.** If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE 23**

**LAWSUITS AND INDEMNIFICATION**

**23.1 Independent Contractor.** Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with grantor or the State of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of
Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise. Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

23.2 **Indemnification.** To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorney’s fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et. Seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said act.

**ARTICLE 24**
**MISCELLANEOUS**

24.1 **Assignment Prohibited.** Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee’s rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

24.2 **Amendments.** This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, express in writing and signed by the Parties.

24.3 **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

24.4 **No Waiver.** No failure of Grantor to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which grantees may rely for the purpose of denial of such a right or remedy to Grantor.

24.5 **Compliance with Law.** This Agreement and Grantee’s obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

24.6 **Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.
24.7 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act (4 ILCS 140/7(2)).

24.8 Precedence. In the event there is a conflict between this Agreement and any of the other exhibits or attachments, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

24.9 Headings. Article and other heading contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent, or intent of this Agreement or any provision hereof.

24.10 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitute the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

24.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

24.12 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorney’s fees, costs and expenses associated with such proceedings.

24.13 For Title III-C Nutrition Grants: Grantees may not transfer funds from the Food and/or Delivery budget categories into any other budget category (i.e. Personnel, Travel, Equipment/Supplies, Other). If Grantor chooses to increase or decrease unit levels, Grantor will increase/decrease allocations based on the Grantor per unit share of the food and delivery cost as originally budgeted.
EXHIBIT A
CONTACT INFORMATION

CONTACT FOR NOTIFICATION

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the person listed below:

<table>
<thead>
<tr>
<th>GRANTOR CONTACT</th>
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<tbody>
<tr>
<td>Name: Paula Bartolozzi</td>
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<tr>
<td>Title: Grants Administrator</td>
</tr>
<tr>
<td>Address: 1048 Lake Street, Suite 300</td>
</tr>
<tr>
<td>Phone: 708.383.0258 ext. 334</td>
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<tr>
<td>Fax: 708.524.0870</td>
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<tr>
<td>Email address: <a href="mailto:Reports@ageoptions.org">Reports@ageoptions.org</a></td>
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<th>GRANTEE CONTACT</th>
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EXHIBIT B
PERFORMANCE MEASURES

Grantee will provide services to the following older adult demographic groups, at minimum, in proportion to their representation in the overall age 60+ population in their service area.

For example, based on the most current census information available, if 25% of the total age 60+ population for the service area are individuals with greatest economic need, at least 25% of the Total Clients Served by grantee within a fiscal year must be older individuals with greatest economic need.

1. Older individuals (60+) with greatest economic need;
2. Older individuals (60+) with greatest social need;
3. Low-income minority older (60+) individuals; and
4. Older individuals (60+) with limited English proficiency.
EXHIBIT C
PERFORMANCE STANDARDS

Section 306(a)(4)(A)(iii) of the Older Americans Act

By November 30, 2017, Grantee will submit to reports@ageoptions.org a plan for how the grantee will:

1. Satisfy the service needs of the following older adults:
   a. Low-income minority
   b. Limited English Proficient

2. Attempt to provide services to low income minority and older adults and limited English Proficient older adults in at least the same proportion as the population of its service area.

3. Assist Grantor on special objectives related to targeting to low income minority and limited English Proficient older adults.
STATE OF ILLINOIS
ILLINOIS DEPARTMENT ON AING
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.) The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract of grant and debarment of contracting or grant opportunities within the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, “grantee” or “contractor” means a corporation, partnership, or other entity with twenty five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

Publishing a statement
(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor’s workplace.
(2) Specifying the actions that will be taken against employees for violations of such prohibition,
(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
   (A) Abide by the terms of the statement; and
   (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Establishing a drug free awareness program to inform employees about:
22.4.1 The dangers of drug abuse in the workplace;
22.4.2 The grantee’s or contractor’s policy of maintaining a drug free workplace;
22.4.3 Any available drug counseling, rehabilitation, and employee assistance programs; and
22.4.4 The penalties that may be imposed upon an employee for drug violations.
22.4.5 Providing a copy of the statement required by subparagraph
22.4.5.1 To each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
22.4.5.2 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
22.4.5.3 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
22.4.5.4 Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
22.4.5.5 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS DULY AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE LEGAL ENTITY DESIGNATED BELOW.

Typed or Printed Name of Organization

Signature of Organization’s Authorized Representative

Organization’s Federal Taxpayer Identification Number

Typed or Printed Name and Title of Organizations Authorized Representative

Date of Signature

AgeOptions Conditions of Award
Page 31 of 31
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: Resolution 78-R-17, Franchise Agreement with Collective Resource, Inc.
         for Collection, Transportation and Disposal of Food Scrap

Date: October 12, 2017

Recommended Action:
Staff recommends that City Council adopt Resolution 78-R-17, authorizing the City Manager to negotiate and execute a Franchise Agreement with Collective Resource, Inc. (803 Elmwood Avenue, Evanston, Illinois) to provide a stand-alone food scrap program for all voluntarily participating commercial and residential properties within the City of Evanston.

Funding Source:
N/A

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

Background:
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 the following table.
Only one firm, Collective Resource, Inc. (CRI), submitted a proposal for a stand-alone food scrap program.

Analysis:
The proposed franchise agreement will provide a stand-alone food scrap program for all voluntarily participating commercial and residential properties within the City of Evanston. CRI’s approach to food scrap collection is summarized below.

- 5-gallon (for single family residential properties) and 32-gallon (for non-residential properties) containers are collected from customers and loaded into cargo vans. No food scrap is exposed or tipped on-site, ensuring the highest degree in cleanliness.
- Clean containers are left for customers in the same location and quantity as they were collected, allowing customers to focus on collecting food scrap and not cleaning up containers.
- Cargo vans transport the food scrap to a recycling transfer facility for weighing and inspection.
- CRI staff manually open and tip food scraps in the designated area, visually inspecting material and pulling out any non-food scrap material, ensuring that there is no contamination.
- CRI staff deliver 5-gallon and 32-gallon containers to their washing facility where they are pressure washed, dried and loaded into cargo vans for the next day of collections.

This approach to food scrap collection is substantially different than the food scrap collection in yard waste carts as offered by the City’s new yard waste disposal contract that runs for only 8.5 months of the year. In an effort to divert as much food scrap as possible from landfills, staff believes that it is appropriate to offer both food scrap services.

Attachments:
Resolution 78-R-17
Franchise Agreement
78-R-17

A RESOLUTION

Authorizing the City Manager to Execute a Franchise Agreement with Collective Resource, Inc. for the Collection, Transportation and Disposal of Food Scrap

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

SECTION 1: The City Manager is hereby authorized and directed to sign a Franchise Agreement (the “Agreement”) by and between the City and Collective Resource, Inc. for a (5) year term, with the option for one additional three (3) year period extension, for the collection, transportation and disposal of food scrap at the service levels displayed in the franchise agreement to be charged to voluntarily participating commercial properties. The Agreement 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 said Agreement that he deems to be in the best interests of the City. The Agreement will be in a form acceptable to the Corporation Counsel.

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

Stephen H. Hagerty, Mayor

Attest:

____________________________

Devon Reid, City Clerk

Adopted: _________________, 2017
EXHIBIT 1

FRANCHISE AGREEMENT
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter referred to as the “Agreement”) entered into this ___ day of __________, 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 Collective Resource, Inc. with offices located at 803 Elmwood Avenue, Evanston, Illinois (hereinafter referred to as the “Franchisee”).

I. TERM

A. Primary Term. Subject to the provisions of this Agreement, the “Primary Term” must be for 5 years (60 months) and must commence on November 1, 2017 and expire on October 31, 2022.

B. Extended Term. Provided Franchisee is not otherwise in default beyond any applicable cure period, Franchisee, at City of Evanston’s sole discretion, could be granted one option to extend the franchise agreement term for a three year period (each an “Extension Term”) upon the same terms, covenants and conditions as herein provided. The Primary Term together with any Extension Term(s) is referred to herein collectively as the “Term”.

II. FRANCHISE AREA AND FEE

A. Fee. Franchisee shall pay a franchise fee of $1.00 in consideration of the City providing this franchise agreement and franchisee reducing the waste that is transported to a landfill.

B. Franchise Area. The franchise Area granted by this Franchise Agreement shall be within the borders of the City of Evanston. The franchise Agreement is for Franchisee to service all voluntarily participating commercial and residential properties.

C. Hours of Collection. Franchisee agrees that, in order to protect the peace and quiet of the residents, its arrangements for the collection of food scraps, will provide that collections will not start before 7:00 a.m. or continue after 5:00 p.m., seven (7) days per week.

III. DESCRIPTION OF SERVICES

A. Contractual Relationship. The Stand Alone Food Scrap Collection Program will operate at the level of service set and determined by Franchisee and then each eligible property owner will determine the level of service that best meets their needs and is invoiced directly by the Franchisee. The Franchise Agreement is entered into by and between the City and Franchisee to establish a franchise agreement for a food scrap
collection program following a Request for Proposal 17-47. Franchisee’s response to the RFP 17-47 is incorporated herein by reference and attached to the Agreement as Exhibit A.

B. Invoicing. Franchisee will invoice customers either on a monthly, quarterly or annual basis. The pricing for the service varies depending on the invoice frequency level selected. Exhibit B outlines the prices based on each invoice frequency to be selected by customer.

C. Customer Cancellation. If a customer cancels the service, it cannot re-enroll for a period of 3 months. All contract terms, including cancellation, must be addressed between the two parties, customer and franchisee.

IV. GENERAL PROVISIONS

A. Services. Franchisee shall perform the Services in a professional and workmanlike manner. All Services performed by Franchisee shall be in accordance with the standards of reasonable care and skill of the profession. Franchisee 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.

During the term of this Franchise Agreement, Grantee shall provide the City with a yearly accounting on or before November 1st of every year of participating properties and the volume food scrap material collected.

Franchisee is not a contractor of the City of Evanston.

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. Franchisee represents and warrants that: (1) If applicable, Franchisee possesses and will keep in force all required licenses to perform the Services, (2) the employees of Franchisee performing the Services are fully qualified, licensed as required, and skilled to perform the Services; and (3) Franchisee will dispose of the food scrap at a licensed compost facility. Franchisee must submit the location for disposal to the City for approval within 15 days of execution of this Agreement. If Franchisee changes the location for disposal, it must notify the City in writing.

C. Termination. City may, terminate this Agreement upon 14 days’ notice if Franchisee fails to cure a default of a term of the Agreement within 30 days of
D. **Conflict of Interest.** Franchisee represents and warrants that no prior or present services provided by Franchisee 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 Franchisee to City and consented to in writing to City.

E. **Indemnity.** Franchisee 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 Franchisee or Franchisee’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, at its cost any claims, actions or suits brought against them. 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, Franchisee 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 Franchisee of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Franchisee 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.

Franchisee shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any breach, neglect, or misconduct in the performance of its Work or its subfranchisees’ work. Acceptance of the work by the City will not relieve the Franchisee 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.

F. **Insurance.** Franchisee 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 Franchisee, and insuring Franchisee against claims which may arise out of or result from Franchisee’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 $1,000,000 combined single limit for bodily injury, death and property damage, per occurrence, and (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. Franchisee shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Franchisee performs any Services, or certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. Except for Professional liability insurance, the City may also require Franchisee to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Franchisee’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. Franchisee’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. Franchisee may rely on excess coverage to meet the limits of coverage required under this Agreement. Franchisee understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Franchisee and its subcontractors from the requirements set forth herein. Franchisee 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 Franchisee fails to purchase or procure insurance as required above, the parties expressly agree that Franchisee 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 Franchisee.

G. FOIA. 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 Franchisee’s control, the Franchisee 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 Franchisee 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.

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

I.  Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Franchisee shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Franchisee’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 Franchisee’s officers, employees, subcontractors, or agents. Franchisee shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

J.  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 Franchisee at the address first above set forth, or at such other address or addresses as City or Franchisee may from time to time designate by notice given as above provided.

K.  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 Franchisee, or arising out of a breach of this Agreement by Franchisee, the City shall recover from the Franchisee as part of the judgment against Franchisee, its attorneys’ fees and costs incurred in each and every such action, suit, or other proceeding.

L.  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.
M. **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.

N. **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.

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

V. **EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the Franchisee’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 Franchisee 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 Franchisee 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. Franchisee 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. **FRANCHISEE CERTIFICATIONS**

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

B. Franchisee 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 Franchisee, or any officer, director, partner, or other managerial agent of Franchisee, 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, Franchisee certifies at least five years have passed since the date of the conviction.

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

VIII. INTEGRATION

This Agreement, together with Exhibit B, 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 the Exhibits, this Agreement shall control over the Exhibits.
IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

FRANCHISEE:

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

CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201

By: ________________________
Its: City Manager
Date: _______________________

FRANCHISEE:

By ________________
Its: ________________
FEIN Number: ____________
Date: ________________
EXHIBIT A

FRANCHISEE PROPOSAL IN RESPONSE TO RFP #17-47
And
FRANCHISEE LETTER DATED October 18, 2017
SUBMITTAL NUMBER: RFP 17-47
SUBMITTAL NAME: Municipal Residential and Condominium Solid Waste Collection
SUBMITTAL DUE DATE/TIME: 2:00 pm, August 7, 2017
COMPANY NAME: Collective Resource, Inc.
COMPANY ADDRESS: 803 Elmwood Avenue
          Evanston, IL 60202
COMPANY TELEPHONE #: 312.218.0330
July 31, 2017

Linda Thomas
Purchasing Specialist
City of Evanston
Room 4200
Lorraine H. Morton Civic Center
Evanston, Illinois 60201

Dear Ms. Thomas,

We are pleased to provide our proposal in response to RFP Number 17-47 for a Stand Alone Food Scrap Collection Program, Bid Item 4. Since 2010, Collective Resource, Inc. (CRI) has developed a cost-effective and user-friendly approach to food scrap collection. We collect food scraps and compostable products from homes, businesses, and institutions for composting at commercial composting sites. CRI acknowledges receipt of Addendum Number One (1) consisting of a total of 67 pages including the cover sheet dated June 30, 2017 and Addendum Number Two (2) consisting of a total of 30 pages including the cover sheet dated July 26, 2017.

CRI is uniquely qualified to provide the Evanston community with a city-wide, cost-effective and user-friendly food scrap collection program. We are an Evanston-based, woman owned business and already work with more than 160 residential, non-residential, and commercial customers in Evanston to pick up food scrap. By partnering with the City under this contract, we believe that CRI can help Evanston achieve its goals around waste reduction and diversion and greenhouse gas emissions.

In 2016, CRI diverted 809 tons of food and organic-based scrap, recovering the contributions of over 500 residential and 100 non-residential/commercial customers across Chicagoland. Our service is more than a business; it is a mission- and community-based effort that has grown since 2010 under the vision and leadership of Erleene Howard, Founder/Owner and President of CRI. Ms. Howard is our authorized bidding official who can be reached at the contact information provided herein.

We are passionate about being involved in the communities we serve, helping to educate customers and advocate on behalf of those who wish to have better access to composting. We are active members of the Illinois Food Scrap Coalition, which promotes the
composting industry in our state, and the Chicago Green Wedding Alliance, which educates people on sustainable event practices. CRI is a long-time partner and supporter of the green organizations in the region, including the Evanston Environmental Association and Citizens’ Greener Evanston.

With CRI as your food scrap service provider, the Evanston community will gain:

- A contract with a local, woman-owned business which is rooted in our personal concern for the environment and desire to create a solution that turns food scraps into nutrient-rich compost.

- An education-focused service provider which has staff who take every opportunity to educate our customers on the methods and benefits of food scrap composting. We do this indirectly through our website and social media outlets and directly through emails, phone calls and ongoing customer support.

- A different, more pleasant and easy-to-repeat process that encourages the collection of food scrap by providing a clean container every time. Traditional waste haulers tip containers into their truck and leave the dirty container behind.

- Trained and experienced staff who do the work of hand tipping each container, inspecting as we tip. We document when we discover that a customer has inadvertently added contaminated, non-compostable materials, and communicate that back to the customer along with additional education. We also provide hands-on training in each commercial kitchen, help to setup a smooth-running operation, then collect each container for transportation to the composting site.

CRI’s goal is to help Evanston be the leading community in food scrap composting and waste diversion by providing a cost-effective service that addresses Evanston’s high standards for community livability. We believe our expertise in food scrap collection can best serve Evanston by working directly for the City and thus decided to develop this proposal as the prime firm. We have also built positive relationships with the other hauling companies and will work with them proactively to support Evanston with its goals.

Thank you for your consideration of our proposal. We look forward to helping you expand food scrap collection in Evanston and assisting you with achieving your sustainability goals. Please contact me at (312) 218-0330 with any questions about this proposal.

Sincerely,

Erlene Howard
Founder/Owner and President
Collective Resource, Inc.
Qualifications and Experience of the Firm

Collective Resource, Inc. (CRI) is a woman-owned, Evanston-based business that provides food scrap pickup service and zero waste consulting in the Chicagoland area. Since 2010, CRI has spearheaded food scrap diversion in the region, collecting food scraps and compostable products from homes, businesses, and institutions for composting at commercial composting sites. CRI has diverted over 3,050 tons of food scraps from the landfill, which biodegraded into a nutrient-rich soil amendment. In addition to hauling food scraps, CRI also educates the public about the importance of reducing landfill use, serving as consultants and advisors to many clients. CRI also provides food scrap collection at special events, and has assisted several hundred events since 2010 to reduce their environmental impact.

CRI has focused on making food scrap collection and composting easy and worry free for small and large food generators alike. For this reason, CRI has focused its business on the container swap collection approach. This approach allows customers to focus their efforts at collecting all food scrap without having to worry about messy clean-up. To make this program possible, CRI invested in the necessary equipment, established the processes and provided the proper labor levels to collect and transport food scraps, power wash and dry containers and provide customers with clean containers at every collection point. Our washing facility in Skokie operates approximately 6.5 hours per day and we have the ability to process additional containers as CRI increases its customer list. CRI's business model for food scrap collection meets the City's requirement for Bid Item 4 under RFP 17-47.

We are also certified as a Women-Owned Business Enterprise under Cook County’s Women and Minority Owned Business Certification program. Partnering with CRI supports Evanston’s overall goals for a 25% Minority-Owned, Women-Owned, and Evanston-based business (M/W/EBEs) participation for all contracts of $20,000 or more. While this goal was not included as a requirement for RFP 17-47, we are pleased to provide this an added advantage to working with us.

Since 2010, CRI has been recognized by local, state and national organizations for our efforts on reducing landfill waste and educating the public about composting. Highlights include:

- Green America’s People & Planet Award, Collective Resource, Inc. Spring 2015
- Keep Evanston Beautiful, Walter Lucansky Award for Environmental Stewardship, Erlene Howard, October 2012
- Governor’s Environmental Hero Award, Mary Beth Schaye, April 2011

We are proud to be a small, Evanston-based business, and believe that CRI provides a valuable service in the waste hauling industry that is dominated by large corporations. To

248 of 525
help expand and strengthen our service, CRI has been the recipient of grants and participated in small-business development programs. Most notably are the Illinois Department of Commerce & Economic Opportunity 2014 FSCRAP Grant, aimed to expand food scrap collection programs in Illinois, and the Goldman Sachs 10,000 Small Businesses Program. CRI's Founder/Owner and President, Erlene Howard, was sponsored to participate in this competitive program based on our company's longevity, number of employees and potential for growth.

Ms. Howard put to work her experience from the 12-week Goldman Sachs program, combined with her passion for the environment, to grow CRI to over 500 residential and 100 non-residential-commercial customers across Chicagoland. We have a diverse set of customers that span the wide range of eligible properties within the municipal boundary of Evanston. A summary of the CRI’s contracts similar in scope, size or discipline to the required services under RFP 17-47 within the past 5 years are described below.

Independent Recycling Services, Food Scrap Collection

CRI is a subcontractor to Independent Recycling Services, Inc. (IRS) and provides food scrap collection to 13 properties. IRS is one of the largest privately owned waste and recycling companies in the Chicago area, providing customized disposal solutions to commercial properties, offices, small businesses, contractors, industrial facilities, and residential properties. Under this contract, CRI provides food scrap collection service to commercial properties using 32-gallon totes. CRI works directly with commercial property owners to set-up their level of service. Notable properties include 35 West Wacker, which includes a seafood restaurant Catch 35, Ogilivie Transportation Center, and The Illinois Institute of Art/Culinary.

Contact Info:
2401 S. Laflin Street
Chicago, IL 60608
Contact: Patrick J O'Connor 312.732.9253 x 242
http://independentrecycle.com/

<table>
<thead>
<tr>
<th>Start Date:</th>
<th>Duration:</th>
<th>Contract Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 2014</td>
<td>3 years and ongoing</td>
<td>Residential/Commercial Food Scraps</td>
</tr>
</tbody>
</table>

City of Evanston, Film Plastic Collection

CRI provides collection and transportation service for plastic film and bags for the City of Evanston as part of the Shopping Bag Ordinance Implementation. Plastic film and bags are
collected at 11 community facilities throughout Evanston and transported to the City's Service Center. Frequency of pick up varies with 6 receiving monthly collection and the remaining 5 receiving more frequent pickups. CRI also responds to requests from City staff to collect and transport the material as needed, if the containers at a community center fill more quickly.

Contact Info:
2100 Ridge Avenue
Evanston, IL 60201
Contact: Kumar Jensen 847.448.8199

<table>
<thead>
<tr>
<th>Start Date:</th>
<th>Duration:</th>
<th>Contract Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2015</td>
<td>2 years and ongoing</td>
<td>Municipal, Plastic Film/Bags</td>
</tr>
</tbody>
</table>

Optima Horizons, High-Rise Condominium Building, Food Scrap Collection
CRI provides food scrap collection service for the Optima Horizons high-rise condominium building. The service is available to all residents in this 16-floor building. CRI provides 5-gallon bucket service located in the garbage rooms on each floor of the building. Tenants collect food scraps in their individual units and deposit their material into the shared containers on each floor. The building's custodial staff transports the containers to the waste collection area on the first floor where CRI picks up the food scraps on a weekly basis. Based on the volume collected, CRI estimates that 40 residents are currently participating.

Contact Info:
800 Elgin Road
Evanston, IL 60201
Contact: Ashley Abott 847.328.4345

<table>
<thead>
<tr>
<th>Start Date:</th>
<th>Duration:</th>
<th>Contract Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 2016</td>
<td>1.5 years and ongoing</td>
<td>High Rise Condominium Food Scrap</td>
</tr>
</tbody>
</table>

Found and The Barn, Restaurants, Food Scrap Collection
CRI provides food scrap collection service for several restaurants in Evanston including Found and The Barn. At Found, CRI provides 8, 32-gallon totes to store food scraps and
collects them on a weekly basis. Liner bags are used in the 32-gallon totes to help reduce likelihood of leakage. The containers are placed in the alley behind the restaurant where CRI picks up the totes and leaves fresh totes behind. The service for The Barn started in 2016, and consists of 6, 32-gallon totes which are collected on a weekly basis in the same manner as Found.

Contact Info:
1631 Chicago Avenue
Evanston, IL 60201
Contact: Nicole Pederson 970.471.9769

<table>
<thead>
<tr>
<th>Start Date:</th>
<th>Duration:</th>
<th>Contract Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 2012</td>
<td>3.6 years and ongoing</td>
<td>Restaurant, Food Scrap</td>
</tr>
</tbody>
</table>

St. Matthew’s Episcopal Church, Faith Community, Food Scrap Collection
CRI also works with communities of faith, such as St. Matthew’s Episcopal Church in Evanston to divert food scraps from the landfill. This program consists of a 32-gallon container collected on a weekly basis. CRI also provides additional containers to St. Matthew’s for special events as needed. Food scraps are collected from several locations throughout the church and totes are placed in the alley behind the church for CRI to pick up.

We also work with our customers to support their goals to reduce the environmental footprint of their broader community. Through this relationship, we also collect food scraps on a weekly basis from the soup kitchen network organized in partnership with St. Matthew’s at St. Mark’s. Containers are provided to St. Mark’s for the weekly soup kitchen and CRI collects them weekly.

Contact Info:
2120 Lincoln Street
Evanston, IL 60201
Contact: Christina Padilla 847.869.6330

<table>
<thead>
<tr>
<th>Start Date:</th>
<th>Duration:</th>
<th>Contract Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 2012</td>
<td>4.5 years and ongoing</td>
<td>Food Scrap</td>
</tr>
</tbody>
</table>

Residential Food Scrap Collection
CRI provides weekly, biweekly or every 4 week food scrap collection service to a growing number of residential properties in the Chicagoland area. A summary of the number of properties per geographic area is provided below. CRI has provided contact information for
two Evanston residential customers who receive biweekly service, the average residential pickup frequency. Additional residential customer references can be provided to the City upon request.

<table>
<thead>
<tr>
<th>Evanston</th>
<th>Chicago</th>
<th>Northern Suburbs</th>
</tr>
</thead>
<tbody>
<tr>
<td>142</td>
<td>277</td>
<td>92</td>
</tr>
</tbody>
</table>

Contact Info:
Eleanor Revelle, customer since October 2014
2815 Lakeside Court
Evanston, IL 60201
847.328.5330

Melanie Anderson, customer since November 2010
1119 Oakton Street
Evanston, IL 60202
847.272.3333

Municipal Clients in Illinois
CRI has individual agreements with residential, commercial and institutional customers in the Chicagoland area, as stated above. Currently, CRI’s work with the City of Evanston for plastic film and bag collection is the firm’s only municipal contract to date. CRI would welcome the opportunity to expand its relationship with the City of Evanston and enter into an agreement for providing food scrap collection for eligible properties under the scope of work outlined in RFP 17-47.

Zero Waste Consulting
What sets us apart from other food scrap haulers is the personalized service we provide. We offer zero waste event consulting, compost education, as well as event staffing. Our Zero Waste Consultants help customers manage the waste stream at any event, large or small. We help determine whether or not reusables or compostables are right for the event and, help decide which products are best.

We deliver compost collection containers and then come back to pick up their food scraps and other compostable materials. Customers can also choose to have us staff an event, and our experienced staff helps ensure the proper disposal of organic food scrap, as well as all other waste, including recyclables. Our presence at these events allows us to educate guests about composting and waste reduction, so everyone can feel good about reducing landfill use.
A sample of our Zero Waste Consulting and Events are listed below.

- Evanston Environmental Association - Evanston Green Ball, Green Living Festival, Ecology Center Camps
- Underwriters Laboratory, company picnic
- Wanderlust Yoga Festival in Grant Park
- Girls on the Run Fun Run Event

CRI would love the opportunity to support food scrap collection for the City's special events or at municipal buildings. This would be a wonderful complement to the city-wide food scrap collection program outlined in RFP 17-47 and provide a great way to inform the community about the program details. We would be pleased to discuss making one or more Evanston events zero waste events as part of the contract rollout.

Area / Regional Manager

Erline Howard, Founder/Owner and President of CRI, will serve as the Area/Regional Manager for Evanston's Food Scrap Collection Program. She brings more than 7 years of experience implementing food scrap collection programs across Chicagoland. Her resume is provided as Attachment 1.

Ms. Howard is uniquely qualified to serve as Evanston's main point-of-contact for the Food Scrap Collection program. An Evanston resident, Ms. Howard started CRI when she became interested in composting herself but was not able to find a good place to do it in her condo environment. She was inspired to start a food scrap recycling service when she realized that, if composting were made more convenient, more people would do it.

Through her leadership and management at CRI, Ms. Howard has refined the container swap collection approach in which a cleaned replacement container is provided each and every time a stop is completed rather than tipping the contents of a customer's container. This no-mess approach to food scrap collection has appealed to the Evanston community where CRI has over 160 residential and non-residential/commercial customers participating in the service.

Ms. Howard is supported by an excellent staff of 10 employees who support all aspects of CRI's operations, including collecting food scrap containers, transporting the material to the transfer station, washing the 5-gallon and 32-gallon containers, and loading the truck with fresh containers to be delivered to customers at every pick-up. CRI is providing valuable jobs to Evanston residents through our food scrap collection service, where 6 of our 11 employees live in Evanston, including Ms. Howard.

Ms. Howard will work closely with the City of Evanston to ensure the performance goals for this contract are met. She is passionate about taking action to address climate change and
reduce greenhouse gas emissions and will collaborate with the City to maximize opportunities to support the City's goals in these areas.

**Description of Stand Alone Food Scrap Collection Program**

CRI is pleased to submit a response to the City's RFP 17-47 for Bid Item 4 Stand Alone Food Scrap Collection Program. Since 2010, our team has been collecting food scraps for customers across Chicagoland, including Evanston residential and non-residential properties. Based on this successful track record, we have developed a model that can be both scaled to a larger number of customers while providing high quality service that addresses common concerns with food scrap collection programs. CRI has reviewed the City's requirements for Bid Item 4 and is able to meet all aspects outlined. CRI's 5-step approach to food scrap collection is summarized below.

**5-Steps to CRI's Bucket Swap Approach**

1. 5-gallon and 32-gallon containers are collected from customers and loaded into the Cargo Vans; no food scrap is exposed or tipped on-site, ensuring the highest degree of cleanliness.
2. Clean containers are left for customers in the same location and quantity as they were collected, allowing customers to focus on collecting food scraps and not cleaning up containers.
3. Cargo Vans travel to Lakeshore Recycling transfer facility located at 3152 S. California, Chicago, IL 60608 and are weighed to calculate the quantity of food scraps and determine the Tipping Fee.
4. CRI staff manually open and tip food scraps in designated area, visually inspecting material and pulling out any non-food scrap material, ensuring that contamination is not left behind.
5. CRI staff deliver 5-gallon and 32-gallon containers to our washing facility located at 7342 N. Lawndale in Skokie where they are pressure washed, dried and loaded into Cargo Vans for the next day of collections.

Our team collects pre- and post-consumer food scraps weekly in an area that extends from the South Loop, north to Lake Bluff, along the North Shore. We use three cargo vans to transport the food scraps to a Lakeshore Recycling transfer facility located at 3152 S. California, Chicago, IL 60608. In the near term, our goal is for the food scraps to be combined with other organic waste and processed in a digester on site, which Lakeshore is in the final process of completing. Currently, Lakeshore transports the material to Organix Recycling at 12200 S. Stoney Island Avenue, Chicago, IL 60633. Commercial composting sites like these can compost anything that was once alive, including animal products and food soiled paper and meets the City's requirements outlined in Bid Item 4.
The following section describes CRI's approach to providing food scrap collection service to eligible Evanston properties, as defined in the RFP. A completed pricing table, as included in the RFP, is provided in the following section. CRI owns all containers and includes the cost of containers in the monthly fees. Table 1 below provides the container replacement fee should a customer lose or damage their container and need it to be replaced.

**Residential Service**

In our commitment to making food scrap composting easy, our service provides door-to-door pickup service of food scraps. Rather than requiring residential customers to carry their container to the curb or place in an alley, we retrieve the container from a location at our customer's property that they select. Ideal locations are those where the container can be safely stored and easily accessible for CRI to pick up. Examples include a back porch, deck, front porch or side yard area. Upon enrolling a new customer, CRI provides customers with guidance on selecting a location for their container. The customer selects a location which is tracked in our customer database. As specified in the City's RFP, CRI swaps the container with a clean one each time a stop is completed.

The majority of CRI's existing residential customers receive weekly or biweekly service and have a 5-gallon container. Most households work with some kind of counter top container and then empty into the larger container when needed. The container can be kept outside with a brick or flower pot on top, or customers can put it out for pickup day at the selected location.

CRI will work with the City to promote the Food Scrap Collection Program and will be solely responsible for customer enrollment, billing, invoicing, payment collection etc. Enrollment information, including tips for selecting a container location, size and frequency of pickup will be provided by CRI. Our proposal does not include a counter top container that customers use to manage the initial collection of food scraps.

To provide a cost-competitive and affordable service, pricing proposed for our response to RFP 17-47 reflects a basic version of CRI's existing residential food scrap composting service. We already provide service to 160 residential and non-residential/commercial customers in Evanston under our Deluxe service. The Terms and Conditions presented in Table 1 show the difference between the Basic and Deluxe service. A full disclosure of the prices for all levels of service under CRI's existing Deluxe program can be provided to the City upon request. We believe that some of our 160 customers in Evanston will wish to retain the added level of service that they have enjoyed and will choose to stay with their existing program level. New customers acquired as part of the contract under RFP 17-47 will be enrolled in the Basic service unless customers choose to opt-up for the Deluxe service.
Non-Residential Service

Our non-residential service applies to customers who are not single-family homes and or multi-family properties greater than 5 units. Non-residential service follows the same model as that of residential customers with the largest difference being the typical type of container. Most non-residential customers are contracted for one or more 32-gallon containers picked up weekly at a minimum. The 32-gallon containers are also lined which helps to reduce odors and eliminate concern with liquids leaking from the containers. Due to the heavy nature of food scraps, we do not recommend that customers use containers that are larger than 32 gallons. We work with customers to optimize the number of 32-gallon containers and frequency of pickup to meet their needs.

The pricing provided in the Pricing Cost Form includes a competitive price for 32-gallon containers, which is lower than the price that current customers are paying. From years of working with commercial, food-service, faith-based and other non-residential customers, CRI understands that cost is the key limiting factor for food scrap composting at these properties. CRI will offer the prices indicated in the Pricing Cost Form to CRI's existing Evanston non-residential customers who are willing to agree to the Terms and Conditions outlined in Table 1.

<table>
<thead>
<tr>
<th>Table 1 - Terms and Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Service Start/Stop times</td>
</tr>
<tr>
<td>Residential Basic Service</td>
</tr>
<tr>
<td>Residential Deluxe Service</td>
</tr>
<tr>
<td>Commercial</td>
</tr>
<tr>
<td>Annual Payment Discount</td>
</tr>
<tr>
<td>3%</td>
</tr>
<tr>
<td>10%</td>
</tr>
<tr>
<td>3%</td>
</tr>
<tr>
<td>Pickup Cancelled/No Pay</td>
</tr>
<tr>
<td>No Credit - flat fee</td>
</tr>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>Referral Credits</td>
</tr>
<tr>
<td>No</td>
</tr>
<tr>
<td>Yes for other Deluxe Customers</td>
</tr>
<tr>
<td>No</td>
</tr>
<tr>
<td>Change in pickup schedule</td>
</tr>
<tr>
<td>No</td>
</tr>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>Fresh container on every scheduled pickup day even if no container is left out</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>Any set pickup location</td>
</tr>
<tr>
<td>Pickup Email Reminders</td>
</tr>
</tbody>
</table>

Other details for all levels of service

<table>
<thead>
<tr>
<th>Container replacement fee</th>
<th>$10 per 5-gallon bucket, $50 per 32-gallon tote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pickup Days</td>
<td>Sunday pickup is only available to those customers receiving 7x-week. Saturday pickup is available to customers with 4 or more pickups per week.</td>
</tr>
</tbody>
</table>

## Fees

CRI presents a completed pricing table, as included in the RFP, in the following section. Our pricing is based on the size of the container and frequency of pickup. Either type of customer can select any of the container sizes and pickup frequency. However, some terms and conditions vary between residential and non-residential customers and are outlined in Table 1.

Based on our experience with existing customers, we also believe that additional levels of service beyond those listed in the RFP will provide flexibility to Evanston eligible properties. A full list of service levels and costs that CRI will provide under this contract are provided in Attachment 2, which reflect monthly prices for service.

### Pricing Cost Form

L. BID ITEM 4 STAND ALONE FOOD SCRAPS COLLECTION PROGRAM

These bid prices include, the collection, transportation and disposal of food scraps from residential and condominium stops per the performance requirements of section 2.01, attending meetings requires in section 2.03, providing the reports required per section 2.04, providing containers per 2.05 and providing services described in 2.15.

4. Stand Alone Food Scrap Collection Program

Please indicate the monthly price for each of the items listed in the below price matrix

<table>
<thead>
<tr>
<th>Container Size</th>
<th>1x/Week</th>
<th>2x/Week</th>
<th>3x/Week</th>
<th>4x/Week</th>
<th>5x/Week</th>
<th>6x/Week</th>
<th>7x/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-Gallon</td>
<td>$26.00</td>
<td>$60.67</td>
<td>$104.00</td>
<td>$156.00</td>
<td>$216.67</td>
<td>$260.00</td>
<td>$303.33</td>
</tr>
<tr>
<td></td>
<td>35-Gallon</td>
<td>65-Gallon</td>
<td>Other: 32 Gallon</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>-----------</td>
<td>-----------</td>
<td>-----------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>$95.33</td>
<td></td>
<td></td>
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<td></td>
<td>N/A</td>
<td>N/A</td>
<td>$199.33</td>
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<td></td>
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<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>$312.00</td>
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<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>$416.00</td>
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<td></td>
<td>N/A</td>
<td>N/A</td>
<td>$520.00</td>
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<td></td>
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<td></td>
<td>N/A</td>
<td>N/A</td>
<td>$624.00</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>$728.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Attachment 2 provides a full list of service levels and costs that CRI will provide under this contract.

**Contract**

CRI has reviewed the solid waste services agreement in Exhibit J and is willing to execute this contract with the City of Evanston if selected as the food scrap collection program provider.

**Attachments**

Attachment 1 - Firm Manager Resume - Erlene Howard and Women-Owned Business Enterprise Letter

Attachment 2 - Full Pricing Cost List

**Forms**

Exhibit A - Disclosure of Ownership Interest Statement Form
Exhibit B - Additional Information
Exhibit C - Conflict of Interest
Exhibit D - Acknowledgement of Understanding
Exhibit E - Anti-Collusion Affidavit and Proposer’s Certification
Exhibit J - Contractor Services Agreement Acknowledgement Page
Exhibit K - Proposal Submittal Label
Exhibit L - Firm Questionnaire
Erleone Howard  
803 Elmwood Avenue - Evanston, IL 60202  
Cell: 312-218-0330 Email: erlene@collectiveresource.us

SUMMARY

- Compost Education and Services. Business Management, financial organization focused.

WORK HISTORY

President, Collective Resource, Inc. – Evanston, IL.  
2010-Present
Food scrap hauler for residential, restaurants, schools, and events. Educates on composting and how to “precycle” events to reduce landfill use.

President, Collective Resource, Inc. – Evanston, IL.  
2008-2012
Provide quality human resource, financial and small business management services to manufacturing, retail, and service companies. Network development services for entrepreneurs.

Bookkeeper, Schuman, Simon & Grodecki, Ltd. – Chicago, IL.  
2006-2008
Training clients on best practice bookkeeping skills and QuickBooks software, and support CPA team.
- Responsible for monthly financial reporting for multiple companies. Quarterly payroll tax filings and monthly payroll tax payments, and sales tax returns for multiple companies. Prepare client financial information for year end tax preparation and filing, including journal entries, reclassification, and depreciation.
- QuickBooks training and ongoing telephone support for many client’s bookkeepers. In firm support for CPA team.

Office Manager, Scott D. Pollock & Associates, P.C. - Chicago, IL.  
1999-2006
Manage all business operations of growing immigration law firm.
- Administrative guidance and support during growth of firm from two to six attorneys, including the expansion of legal assistant and administrative teams.
- All financial functions including billing, collections, accounts receivables, accounts payables, reconciliations, payroll, Profit & Loss analysis, budget, and attorney profitability review. Cash flow management, quarterly financial reporting to President, and year end coordination with CPA.
- Vendor research and facilitation including IT, telephone, office equipment, online legal case management software, and supplies. Space planning and relocation.
- Human resource responsibilities include hiring, training, and supervising the six support team employees. Research and administration of benefits including health, life, long term disability insurance, SAR/SEP pension plan, 529 plan, and monthly RTA/CTA fare cards.

President, Bottom Line Management, Inc. - Evanston, IL.  
1999-2006
Provide quality financial services and office support to dozens of manufacturing and service companies with five bookkeeper employees.

Office Manager, Braun, Lynch, Smith & Strobel, Ltd. – Chicago, IL.  
1995-1999
Manage all day to day operations of workers compensation law firm.
• Support staff hiring, training, and supervising. Created employee handbook, enforcing staff guidelines and resolving long term staff problems. Maintain and guide operations through split of firm and subsequent staff downsizing. Administrator of all HR benefits.
• Responsible for all accounting functions including cash management, payroll, accounts payable, accounts receivable, payroll, month end reporting, and pension administration. Year-end coordination with outside CPA and pension administrator.
• Ongoing updating of software systems for client billing, attorney scheduling, accounting, and operating systems. Maintain and upgrade hardware and troubleshoot problems. Added voice mail system, and other major equipment purchases.

Division Supervisor, Bally's Total Fitness - Chicago Area 1990 -1995
Started in 1990 as the administrator for the restaurant division, then promoted to management position overseeing four cafes.
• Staffing, training, evaluations, scheduling, disciplining misconduct, and security.
• Product selection, food ordering, promotions, and equipment purchasing.
• Budget, daily cash and payroll evaluation, P&L statements, and cafe renovation.

EDUCATION
• Liberal Arts studies, Harold Washington College
• Awarded diploma, Homewood-Flossmoor H.S.

COMPUTER SKILLS
• Proficient at Social Media, QuickBooks, Outlook, Excel, and Word.
January 6, 2017

Ms. Erlene K. Howard, President
Collective Resource, Inc.
803 Elmwood Avenue
Evanston, IL 60202

Re: Annual Certification Expires: January 6, 2018

Dear Ms. Howard:

Congratulations on your continued eligibility for Certification as a Women-owned Business Enterprise (WBE) by Cook County Government. This certification is valid until January 6, 2022; however, you must re-validate your firm’s certification annually.

As a condition of continued Certification during this five (5) year term, you must file a “No Change Affidavit” within sixty (60) business days prior to the date of Annual Certification Expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government’s Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm’s eligibility for Certification within fifteen (15) business days of such change.

Cook County Government may commence action to remove your firm as a WBE vendor if you fail to notify us of any changes of facts affecting your firm’s Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm’s name will be listed in Cook County’s Directory of certified firms in the following area(s) of specialty:

**FOOD SERVICE: FOOD SCRAP COLLECTION FOR COMPOSING**

Your firm’s participation on Cook County contracts will be credited toward WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward WBE goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government’s Minority, Women, Veteran, and Service-Disabled Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ew
**Attachment 2 - Full Pricing Cost List**

**L. BID ITEM 4 STAND ALONE FOOD SCRAP COLLECTION PROGRAM**

These bid prices include, the collection, transportation and disposal of food scraps from residential and condominium stops per the performance requirements of the RFP section 2.01, attending meetings requires in section 2.03, providing the reports required per section 2.04, providing containers per 2.05 and providing services described in 2.15.

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Number of Containers</th>
<th>Every Other Week</th>
<th>1x/Week</th>
<th>2x/Week</th>
<th>3x/Week</th>
<th>4x/Week</th>
<th>5x/Week</th>
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Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: ___Collective Resource, Inc.___

APPLICANT ADDRESS: ___803 Elmwood Avenue, Evanston, IL 60202___

TELEPHONE NUMBER: ___312.218.0330___

FAX NUMBER: ___847.556.6443___

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

Other ( )

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

SECTION I - CORPORATION

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

___Erlene Howard 803 Elmwood Avenue, Evanston, IL 60202 is President and only Officer/Director of the 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
everin. (Note: Corporations which submit S.E.C. form 10K may substitute that
statement for the material requested herein.)

Erlene Howard, 803 Elmwood Avenue, Evanston, IL 60202 is 100% Owner

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 or partnership agreements.)

__________________________________________________________________________

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

________________________________________
July 31, 2017
Date
Erlene Howard
Signature of Person Preparing Statement

________________________________________
Erlene Howard, President
Title

ATTEST: ______________________________________
Notary Public
Commission Expires: 04-19-2026

(Notary Seal)

JESSE ISRAEL
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 19, 2020
EXHIBIT B
ADDITIONAL INFORMATION SHEET

Proposal Name: Municipal Residential and Condominium Solid Waste Collection
Proposal Number #: 17-47
Company Name: Collective Resource, Inc.
Contact Name: Erlene Howard
Address: 803 Elmwood Avenue
City, State, Zip: Evanston, IL 60202
Telephone/FAX: Phone 312.218.0330 Fax 847.556.6443
E-mail: erlene@collectiveresource.us

Comments: None

__________________________________________________________
__________________________________________________________
__________________________________________________________
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267 of 525
Exhibit C

CONFLICT OF INTEREST FORM

Collective Resource, Inc., 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.

Erlene Howard

Erlene Howard, Collective Resource, Inc.
(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 31st day of May, 2017.

Jesse Israel
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 19, 2020

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: [Signature]
Company Name: Collective Resource, Inc.
Typed/Printed Name: Erlene Howard
Title: President
Email: erlene@collectiveresource.us

Date: [Date]
Telephone Number: 312.218.0330
Fax Number: 847.556.6443

52
Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

______________________________________, being first duly sworn, deposes and says that he is ____________________________________________________________

(Partner, Officer, Owner, Etc.)

of ______________________________________________ (Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Sign: _____________________________

(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 __________, 2017

Notary Public

Commission Expires: ____________

JESSE ISRAEL
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 19, 2020

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

Solid Waste Services Agreement Acknowledgement Page

The City has attached its solid waste services agreement as an exhibit to this proposal document. 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 Bidder’s response.** Please check one of the following statements:

_ X _ I have read the solid waste services agreement and plan on executing the agreement without any exceptions.

_____ My firm cannot execute the City’s solid waste services agreement unless the exceptions noted below or in the attached sample 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:

None

Authorized Signature: **Erlene Howard**

Company Name: **Collective Resource, Inc.**

Typed/Printed Name and Title: **Erlene Howard, President**

Date: **July 31, 2017**
ADDRESS SUBMITTALS: CITY OF EVANSTON - PURCHASING OFFICE, ROOM 4200
LORRAINE H. MORTON CIVIC CENTER
2100 RIDGE AVENUE - EVANSTON, ILLINOIS 60201

SUBMITTAL NUMBER: 17-47
SUBMITTAL NAME: Municipal Residential and Condominium Solid Waste Collection

SUBMITTAL DUE DATE/TIME: August 7, 2017 2:00 P.M.
COMPANY NAME: Collective Resource, Inc.
COMPANY ADDRESS: 803 Elmwood Avenue, Evanston, IL 60202
COMPANY TELEPHONE #: 312.218.0330
EXHIBIT L – FIRM QUESTIONNAIRE

Please fill out the below form. Please attach additional pages if there is not sufficient space given below for each answer. If the firm attaches responses to an additional sheet each response must be labeled with question number and include the original question text.

1. Does the firm agree to provide a customer service representative as well as use the City of Evanston 311 system as explained in Section 2.01(A)?

   YES

2. Does the firm agree to provide field supervision as specified in Section 2.01(B)?

   YES

3. Does the firm agree to maintain $35,000 in an account specifically designated for the cleaning of the streets or sidewalks by the City, to be used if the City cleans the streets or sidewalks instead of having the firm do so, or in the event the firm does not perform such work to the City’s satisfaction as indicated in Section 2.01(E)?

   N/A for Bid Item 4 per Addendum #2 issued July 26, 2017

4. Does the firm agree to provide their staff with technology to allow them to take, store and send digital pictures as indicated in Section 2.01(M)?

   YES

5. Does the firm agree to comply with the provisions for Emergency Request for Service as indicated in Section 2.01(N)?

   YES

6. Does the firm agree to comply with the provisions for Contingency Plan as indicated in Section 2.01(O)?

   YES

7. Does the firm agree to use their best efforts to hire at least one Evanston resident for the term of the agreement as specified by Section 2.02(A)?

   N/A for Bid Item 4 per Addendum #2 issued July 26, 2017

   Collective Resource would also like to highlight that our firm already heavily engages Evanston residents in our work. We have 11 total employees, 6 of which are Evanston residents.

8. Does the firm agree to reduce greenhouse gas emissions from operations as indicated in Section 2.02(B)?

   YES, As clarified in Addendum #2 issued July 26, 2017, CRI will work with the City to complete a baseline of emissions and work to annually reduce emissions per stop by working to improve route efficiency and customer density.
9. Does the firm agree to work with the City to increase landfill diversion and recycling participation as indicated in Section 2.02(D)?

   YES

10. Does the firm agree to meet with the City according to the schedule provided in Section 2.03?

   YES

11. Does the firm agree to provide the reports indicated in Section 2.04 as per the requested schedule?

   YES

12. Does the firm agree to conduct the comprehensive waste characterizations studies as outlined in Section 2.04(C)?

   N/A for Bid Item 4 per Addendum #2 issued July 26, 2017

13. Where will the firm transport and dispose of condominium refuse? Include the name of the site operator, valid contact information (phone and email) as well as the site address (Bid Item 2)?

   N/A for Bid Item 4 per Addendum #2 issued July 26, 2017

14. Where will the firm transport and dispose of yard waste? Include the name of the site operator, valid contact information (phone and email) as well as the site address (Bid Item 3)?

   N/A for Bid Item 4 per Addendum #2 issued July 26, 2017

15. Where will the firm transport and dispose of yard waste and food scraps combined? Include the name of the site operator, valid contact information (phone and email) as well as the site address (Bid Item 3, Alt. 2 & 3)?

   N/A for Bid Item 4 per Addendum #2 issued July 26, 2017

16. Where will the firm transport and dispose of food scraps only? Include the name of the site operator, valid contact information (phone and email) as well as the site address (Bid Item 4)?

   Lakeshore Recycling Transfer Station 3152 S. California, Chicago, IL 60608 Rich Golf 708-774-9301 RGolf@LRSRecycles.com Lakeshore Recycling transports-it to Organix Recycling 12200 S. Stoney Island Avenue, Chicago, IL 60633 Jim Cowhey 708-326-3900 JCowhey@organixrecycling.com.

17. Does the firm agree to abide by the Penalty and Bonus clause for applicable bid items?

   N/A for Bid Item 4 per Addendum #2 issued July 26, 2017

18. Is the firm willing to support the City's transition to a technology based container management system, potentially including the implementation of and RFID program?

   N/A for Bid Item 4 per Addendum #2 issued July 26, 2017
19. Do you understand the bid prices are for the service year beginning on November 1, 2017 and ending on October 31, 2018?

YES

20. Do you accept the proposed annual rate adjustment formula indicated on the Price/Costs Form?

YES

21. What are the container specifications for each type of container you will utilize for each bid item? Please include the: container dimensions in inches, the ANSI load rating, any accessories included (lid, rotating catch bar, RFID, etc.), container manufacturer (name, website) and container product/model number as provided by the manufacturer.

OTTO Classic Roll-Out 32 Gallon Cart 38.5” h x 22.25” d x 19” w to hold 120 LBS. OTTO http://www.otto-usa.com/classic-roll-out-carts.html


We have used these containers extensively in all of our work on food scrap collection and are confident they will provide leak-free, reliable storage for food scraps in Evanston.

22. For each bid item a proposal is submitted for, provide the number and type of vehicles as well as the number of personnel anticipated for the provision of services as indicated in 2.16

1 Sprinter cargo van, high roof, 170” wheel base and 1 driver.
We will expand 1 set per every 500 residential customers or 270 totes per week.
October 18, 2017

David Stoneback
Director
Public Works Agency
City of Evanston
Lorraine H. Morton Civic Center
Evanston, Illinois 60201

Dear Mr. Stoneback,

We are pleased to provide our final summary of work to be performed on RFP Number 17-47 for a Stand Alone Food Scrap Collection Program, Bid Item 4. The service will start on November 1, 2017 and will be fully serviced by Collective Resource, Inc. (CRI).

CRI is uniquely qualified to provide the Evanston community with a city-wide, cost-effective and user-friendly food scrap collection program for all properties on a voluntary bases.

Here is a summary of the decisions made at the October 12, 2017 meeting which included Kumar Jensen, Dave Stoneback, and myself, Erlene Howard.

We will staff a customer service phone line at 847.733.7665 Monday - Friday 7:00am - 5:00pm. Emailed service requests can be sent to cri.route.mgr@collectiveresource.us

CRI will collect from up to three City locations weekly, that the City will educate on composting. CRI will also provide services for three zero waste events annually for City events that are properly pre-cycled and coordinated at least 1 month in advance of the event.

In Exhibit L from our original proposal CRI is changing our answer to NO for question number 5.

CRI will report annually on City of Evanston residents that are employed by our company.
CRI will report monthly a tipping weights of food scrap diverted from Evanston.
Commercial properties will be invoiced based on services provided monthly. If a commercial property requests “No Pickup” 3 weeks in a row CRI will collect the containers. Any missing containers will be billed at $50 per 32 gallon tote or $10 per 5 gallon bucket. Customers using the Evanston Basic Service will prepay for all services provided.

The Basic Evanston Bucket Service:

For new service please fill out the contact form at...
http://www.collectiveresource.us/contact.html

A minimum prepayment is required to set up service and can be mailed to Collective Resource, Inc at 803 Elmwood Avenue, Evanston, IL 60202. For weekly service $27 is required and for biweekly (every other week) $20.50 is required. This will cover a month’s worth of service.

All fees are required in the form of a prepayment by the 25th day of the month, for services during the following month, quarter, or year. A prorated invoice will be sent to cover any partial month services after setup. Payment options include leaving a check with the bucket on pickup day, mailing a check to Collective Resource, Inc. at 803 Elmwood Ave., Evanston IL 60202, a note with the service address is helpful. Also we accept electronic payments through Chase QuickPay or Zelle. A fourth payment option is an online check can be sent from your bank. Using your address in the memo or as an account number is helpful.

The 5 gallon bucket will be delivered to the front porch of the service address within 15 days of payment received and matched to service address. The first pickup will happen at a customer chosen location 1 or 2 weeks later depending on the service level requested. An email reminder will be sent 36 hours before pickup.

A fresh bucket will be left with every pickup that we receive the bucket that was given to the address prior. If the bucket is not out a call will be made to the phone number on record and a door hanger will be left, but no new bucket.

An email to cri.route.mgr@collectiveresource.us is requested if the customer is not going to put out a bucket on any pickup day. Notice can be given at anytime prior to pickup day. No credit will be given for cancelled pickups.

Customers can change service levels or locations monthly by the 20th day of the prior month. Add-on services are available. Customers can contact CRI for extra containers or Deluxe service options.

If the bucket is lost a $10 replacement fee is required.

Customers can cancel Basic Service at anytime during the period they have paid for. but, no refund will be given. Collective Resource will make a final pickup and no new bucket will be left. All containers belong to CRI and a $10 replacement fee will be required for each 5
gallon bucket not returned. Customers are required to wait 3 months before signing up for service again.

Thank you for all your time and effort in making this service possible in Evanston. We look forward to helping Evanston expand food scrap collection and assisting with our City to achieve its sustainability goals. Please contact me at (312) 218-0330 with any questions about these updates.

Sincerely,

Erlene Howard
Founder/Owner and President
Collective Resource, Inc.
EXHIBIT B

FOOD SCRAP COLLECTION PROGRAM FEE STRUCTURE

Weekly Bucket Program is based on invoice frequency noted below and customers must pre-pay for the service:

- $27 monthly
- $78 Quarterly
- $302.50 annually

Every Other Week Bucket Program:

- $20.50 monthly
- $58.50 quarterly
- $227 annually

<table>
<thead>
<tr>
<th>Container Size</th>
<th>1x/Week</th>
<th>2x/Week</th>
<th>3x/Week</th>
<th>4x/Week</th>
<th>5x/Week</th>
<th>6x/Week</th>
<th>7x/Week</th>
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| 32-Gallon     |         |         |         |         |         |         |         |
| 10            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 11            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 12            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 13            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 14            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 15            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 16            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 17            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 18            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 19            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 20            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 21            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 22            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 23            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 24            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 25            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 26            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
| 27            | $1,050.33 | $2,010.67 | $3,010.00 | $4,021.33 | $5,032.67 | $6,043.93 | $7,055.20 |
The unit prices listed above is for the service year starting on November 1, 2017 and ending on October 31, 2018. The unit prices in future service years will be adjusted annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items. The charges for the previous 12 months are subject to a minimum 0.00% adjustment and a 3.5% maximum adjustment, such adjustment that shall be effective as of November 1st of each subsequent year this Agreement is in effect. Franchisee is permitted to aggregate increases in rates if not taken in prior years during the term. Additionally, if route density improves, a pricing decrease will be reviewed.

Franchisee must provide the food scrap containers to its customers, at no cost to the City. The number, color, size and placement of the containers are subject to the approval of the City of Evanston. Franchisee shall collect, transport and dispose of all food scrap by participating properties. Franchisee will dispose of the food scraps at a compost facility properly permitted to accept food waste.
Memorandum

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

From: W. Grant Farrar, Corporation Counsel
      Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 107-O-17, Decreasing the Number of Class D Liquor Licenses
         for D.N. Marian, Inc. d/b/a Jilly’s Cafe 2614 Green Bay Road

Date: October 3, 2017

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 107-O-17.

Livability Benefit:

Summary:
Ordinance 107-O-17 amends Evanston City Code of 2012 Subsection 3-4-6-(D), as amended, to decrease the number of Class D Liquor Licenses from fifty-six (56) to fifty-five (55). D.N. Marian, Inc. d/b/a Jilly’s Cafe no longer is the owner of the premises as it was sold to a new corporate entity. The new corporate entity submitted an application for a new Class D license under the new corporate ownership. This Ordinance amends the City Code to reflect the decrease in Class D liquor licenses.

Attachments:
Ordinance 107-O-17
AN ORDINANCE
Amending City Code Section 3-4-6-(D) to Decrease the Number of Class D Liquor Licenses from Fifty-Six to Fifty-Five (D.N. Marian, Inc. d/b/a Jilly’s Cafe 2614 Green Bay Road)

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

SECTION 1: Class D of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th></th>
<th>Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$2,800</th>
<th>$2,800</th>
<th>$6 55</th>
<th>None</th>
<th>11 a.m.—1 a.m. (Mon-Thurs); 11 a.m. – 2 a.m. (Fri-Sat); 12 p.m. – 1 a.m. (Sun)</th>
</tr>
</thead>
</table>

SECTION 2: Subsection 3-4-6-(D) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class D liquor licenses from fifty-six (56) to fifty-five (55) to read as follows:

(D) CLASS D licenses, which shall authorize the retail sale in restaurants only of alcoholic liquor for consumption on the premises where sold. No such license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant", as defined in 3-4-1 of this Chapter. Alcoholic liquor may be sold in restaurants holding Class D licenses only during the period when their patrons are offered a complete meal.

The applicant for the renewal only of such licenses may elect to pay the amount required herein semiannually or annually. Such election shall be made at the time of application.

The annual single-payment fee for initial issuance or renewal of such license shall be two thousand eight hundred dollars ($2,800.00).

The total fee required hereunder for renewal applicants electing to make semiannual
payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be two thousand nine hundred forty dollars ($2,940.00).

No more than fifty-six (56) fifty-five (55) such license(s) shall be in force at any one (1) time.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: ________________, 2017

Approved:

Adopted: ________________, 2017

______________________________, 2017

______________________________

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

______________________________

Devon Reid, City Clerk

______________________________

W. Grant Farrar, Corporation Counsel

~2~
To: Honorable Mayor and Members of the City Council  
Administration & Public Works Committee

From: W. Grant Farrar, Corporation Counsel  
Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 108-O-17, Increasing the Number of Class D Liquor Licenses for Suathan, LLC. d/b/a Jilly's Cafe located at 2614 Green Bay Road

Date: October 3, 2017

Recommended Action:  
Local Liquor Commissioner recommends City Council adoption of Ordinance 108-O-17.

Livability Benefits:  
Economy & Jobs: Retain and expand local businesses.

Summary:  
Ordinance 108-O-17 amends Evanston City Code of 2012 Subsection 3-4-6-(D), as amended, to increase the number of Class D Liquor Licenses from fifty-five (55) to fifty-six (56). Suathan, LLC. d/b/a Jilly's Cafe 2614 Green Bay Road is the new corporate owner of the premises. The new corporate entity submitted an application for a new Class D license under the new corporate ownership. The Class D license will permit Company to retail sale of alcoholic liquor in restaurants only to persons of at least twenty-one (21) years of age for consumption on the licensed premise.

Legislative History:  
At the September 27, 2017 Liquor Control Review Board meeting, Company requested consideration of application for a Class D liquor license.

Attachments:  
Ordinance 108-O-17  
Application  
Minutes for the September 27, 2017 Liquor Control Review Board meeting
108-O-17

AN ORDINANCE

Amending City Code Section 3-4-6-(D) to Increase the Number of Class D Liquor Licenses from Fifty-Five to Fifty-six (Suathan, LLC. d/b/a Jilly’s Cafe 2614 Green Bay Road)

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

SECTION 1: Class D of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>55</th>
<th>56</th>
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<tbody>
<tr>
<td>$2,800</td>
<td>$2,800</td>
</tr>
<tr>
<td>11 a.m.—1 a.m. (Mon-Thurs); 11 a.m. – 2 a.m. (Fri-Sat); 12 p.m. – 1 a.m. (Sun)</td>
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</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(D) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class D liquor licenses from fifty-five (55) to fifty-six (56) to read as follows:

(D) CLASS D licenses, which shall authorize the retail sale in restaurants only of alcoholic liquor for consumption on the premises where sold. No such license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant", as defined in 3-4-1 of this Chapter. Alcoholic liquor may be sold in restaurants holding Class D licenses only during the period when their patrons are offered a complete meal.

The applicant for the renewal only of such licenses may elect to pay the amount required herein semiannually or annually. Such election shall be made at the time of application.

The annual single-payment fee for initial issuance or renewal of such license shall be two thousand eight hundred dollars ($2,800.00).

The total fee required hereunder for renewal applicants electing to make semiannual
payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be two thousand nine hundred forty dollars ($2,940.00).

No more than fifty-five (55) fifty-six (56) such license(s) shall be in force at any one (1) time.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2017

Adopted: _________________, 2017

Approved: _________________, 2017

__________________________

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

__________________________

Devon Reid, City Clerk

__________________________

W. Grant Farrar, Corporation Counsel

~2~

286 of 525
# City of Evanston Annual Liquor License Application

## City of Evanston

### Application for Liquor License

**Date:** 08/23/2017  
- [ ] New business  
- [ ] Change of Ownership/Corporation  
- [ ] Change of License Class  

**Liquor Class:** D  
- Initial license Fee: $2,800

### 1. Applicant

- **Corporation Name:** Suathan LLC  
- **Business Name:** Jilly's Cafe

### 2. Business Establishment Location Information

- **Address Applying for Liquor License:** 2614 Green Bay Rd, Evanston, IL, 60201

### 3. Business Type & Liquor Service Information

- **Business Type:**  
  - [ ] Restaurant  
  - [ ] Hotel  
  - [ ] Package store  
  - [ ] Grocery store  
  - [ ] Other (explain below):

Describe the nature of the business / principal kind of business:

- **Liquor to be served and/or sold:**  
  - [ ] Alcoholic liquor  
  - [ ] Beer and Wine only  
  - [ ] Wine only

- **Days and Times Liquor is Served:**
  - **Sunday:** 11:30 AM to 10:00 PM  
  - **Monday:** Closed  
  - **Tuesday:** 11:30 AM to Midnight  
  - **Wednesday:** 11:30 AM to Midnight  
  - **Thursday:** 11:30 AM to Midnight  
  - **Friday:** 11:30 AM to Midnight  
  - **Saturday:** 11:30 AM to Midnight

- **Liquor Served or Sold by:**  
  - [ ] Glass  
  - [ ] Bottle  
  - [ ] Can  
  - [ ] Waitstaff and/or  
  - [ ] Over the counter

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City of Evanston Liquor License Application (Rev. 03/05/2015)  
Application: Page 1 of 15
4. BUSINESS SPECIFIC INFORMATION (for restaurants)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant? If your response is “No,” skip this section and proceed to section 5.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>D. How many tables are or will be in the restaurant? 14 What is the seating capacity? 56</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>F. Does the restaurant currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? 10/31/2017</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

5. BUSINESS SPECIFIC INFORMATION (for hotels)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel? If your response is “No,” skip this section and proceed to section 6.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>D. Does the hotel have at least 50 regular rooms for transients?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>E. Does the hotel currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

6. BUSINESS SPECIFIC INFORMATION (for package stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell liquor upon the premises of a package store? If your response is “No,” skip this section and proceed to section 7.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>B. Is the package store premises located in the “retail package store area” as defined by the attached map?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition of a “package store”?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is “No,” skip this section and proceed to section 8.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>B. Does the grocery store premises consist of a grocery store and combination store under one roof?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided? sq.ft.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>D. Does the grocery store currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
City of Evanston annual Liquor License Application

8. PREMISES OWNERSHIP INFORMATION

A. Does the corporation own the premises for which this liquor license is being sought? ☐ yes ☑ no
   If your response is “Yes,” attach a copy of ownership and proceed to section 9.

B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought? ☐ yes ☑ no

C. What is the period covered by the lease? 09/01/2017 to 04/30/2019

D. What is the name of the Landlord? Evanston Neighborhood Properties LLC agent Central Greenbay LLC

E. What is the address of the Landlord? (please include city, state, and zip code.)

1305 Wiley Rd. #104, Schaumburg, IL 60173.

9. ELIGIBILITY QUESTIONS

A. Has the owner or any relative had a business or liquor license revoked? ☐ yes ☑ no

B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston? ☐ yes ☑ no

C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business? ☑ yes ☐ no

D. Does the owner/officer (s) owe any debt or unpaid tax to the City of Evanston? ☐ yes ☑ no
   If yes, explain: ____________________________

E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.

<table>
<thead>
<tr>
<th>name</th>
<th>address</th>
<th>telephone</th>
<th>relationship</th>
</tr>
</thead>
</table>

I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant: ________________________
Date: 08/28/2017
City of Evanston
Liquor License Application

AFFIDAVIT

State of )
County of )

The undersigned hereby makes application for a Class liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

[Signature]
Signature of Applicant

Subscribed and sworn to before me this day of August, 2017

[Signature]
Notary Public

[Seal]
SERGINA SERGIS
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires August 31, 2020
CORPORATE INFORMATION FORM
(Supplement A)

Applicants must file business with Secretary of State:

Name of Corporation/Partnership: Suathan LLC

Corporate Address:
2314 W Farwell Ave unit 3E Chicago, IL, 60645

Corporate Ph #: (773) 366-6926 Corporate Email: ethancarter38@gmail.com FEIN: REDACTED

Business Status:

Date Corporation/Partnership was Organized: 07/16/2017
State Articles of Incorporation/Organization filed: 07/16/2017
Date Articles of Incorporation/Organization filed with Secretary of State: 07/15/2017
Date Certification of Incorporation/Organization was issued by Secretary of State: 07/16/2017
Are there any amendments to Articles of Incorporation? (if yes, provide date filed) Yes No

What are the total shares of stock created by this Corporation? 2

H. List stockholders with 5% or more in holdings (corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ethan Carter</td>
<td>50%</td>
</tr>
<tr>
<td>Suat Yildirim</td>
<td>50%</td>
</tr>
</tbody>
</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors? Yes No

Has the Corporation attached evidence of Good Standing with the State of Illinois? Yes No

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization? Yes No

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:

What is the objective of Corporation? Operate Restaurant

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation? Yes No
1. Limited Liability Company Name: SUATHAN LLC.

2. Address of Principal Place of Business where records of the company will be kept:
   2314 W FARWELL AVE APT 3E
   CHICAGO, IL 60645

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:
   ETHAN CARTER
   2314 W FARWELL AVE APT 3E
   CHICAGO, IL 60645-4784

5. Purpose for which the Limited Liability Company is organized:
   “The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act.”

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:
   YILDIRIM, SUAT
   2314 W FARWELL AVE APT 3E
   CHICAGO, IL 60645

   CARTER, ETHAN
   2314 W FARWELL AVE APT 3E
   CHICAGO, IL 60645

8. Name and Address of Organizer
   I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best
   of my knowledge and belief, true, correct and complete.

   Dated: JULY 16, 2017
   ETHAN CARTER
   2314 W FARWELL AVE APT 3E
   CHICAGO, IL 60645

This document was generated electronically at www.cyberdrivillinois.com
Verify that all of your Illinois Business Authorization information is correct.

- If not, contact us immediately.
- If yes, cut along the dotted line (fits a standard 5 x 7" frame). Your authorization must be visibly displayed at the address listed. Do not discard - your Illinois Business Authorization is an important tax document that provides you the authorization to legally do business in Illinois.

**Illinois Business Authorization**

SUATHAN LLC,
DBA: JILLY'S CAFE
2614 GREEN BAY RD
EVANSTON IL 60201-1422

**Certificate of Registration**

Expiration Date: 10/1/2022

Sales and use taxes and fees: (4257-2665)

Issued Date: 10/01/2017
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Mike Economoy (2223317)
450 Skokie Blvd Ste 302
Northbrook, IL 60062-7900

INSURED
SUAHAN LLC
2614 Green Bay Rd
Evanston, IL 60201

CONTACT
NAME: Mike Economoy
PHONE: 847-291-9971/A/C NO.: 
FAX: 847-496-8851/A/C NO.: 
E-MAIL: mkeconomoy@farmersagent.com

INSRER(S) AFFORDING COVERAGE
INSURER A: Truck Insurance Exchange
21709
INSURER B: Farmers Insurance Exchange
21652
INSURER C: Mid Century Insurance Company
21687

COVERAGES

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<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDTL INSID</th>
<th>SUBR WVD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>PRODUCTS - COMB/OP AGG: 2,000,000</td>
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<td>ANY AUTO</td>
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<td>COMBINED SINGLE LIMIT (EX ACCIDENT): 1,000,000</td>
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<td>OWNED AUTOS ONLY</td>
<td>SCHEDULED AUTOS</td>
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<td>BODILY INJURY (PER PERSON):</td>
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<td>HIRED AUTOS ONLY</td>
<td>NON-OWNED AUTOS ONRF</td>
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<td>BODILY INJURY (PER ACCIDENT):</td>
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<td>UMBRILLA LIABILITY</td>
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<td>PROPERTY DAMAGE (PER ACCIDENT):</td>
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<td>EXCESS LIABILITY</td>
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<td>WORKERS COMPENSATION</td>
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<td>PER</td>
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<td></td>
<td>AND EMPLOYERS' LIABILITY</td>
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<td></td>
<td>ANY PROP RETRI/RTNER/EXECUTIVE OFFICER/MEMBER</td>
<td>EXCLUDED (MANDATORY IN NSW)</td>
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<td></td>
<td>OTHER</td>
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<td></td>
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<td>IF yes, describe under DESCRIPTION OF OPERATIONS below</td>
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<tr>
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<td>L I C Q U R L I A B I L I T Y</td>
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<td></td>
<td>006664587</td>
<td>09/01/2017</td>
<td>09/01/2018</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Attach Form and Remarks Schedule if necessary)

City of Evanston is an Additional Insured with respect to General Liability and Liquor Liability pursuant to City of Evanston Code section 3-4-4.

CERTIFICATE HOLDER
City of Evanston
2100 Ridge Ave
Evanston, IL 60201

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

AUTHORIZED REPRESENTATIVE
Mike S Economoy, LUTCF

ACORD 25 (2016/03)
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31-1769 11-15

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294 of 525
CITY OF EVANSTON
Cook County, Illinois

CORPORATE SURETY BOND
(Supplement B)

Effective Date: September 1st, 2017

Surety Bond #: 63332335

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, Guathan LLC DBA Jilly's Cafe, of the City of Evanston, County of Cook, and State of Illinois, a corporation organized and existing under the laws of the State of South Dakota, and licensed to do business in the City of Evanston, County of Cook, and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS, for the payment whereof to the City of Evanston, the principal and said sureties bind themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this 30th DAY OF AUGUST, 2017.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal Code of the City of Evanston, recodified January 2014, and amendments thereto, which license will expire on the 1st DAY OF September, 2018.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinafter described, and any and all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall remain in full force and effect.
City of Evanston annual Liquor License Application

PRINCIPAL

Signed, sealed, and dated this _______ DAY OF ________, ___________.

By: __________________________________________

Title: _________________________________________

State of ________

County of ________

(Surety Seal)

SURETIES

Signed, sealed, and dated this 30th DAY OF August, 2017

By: _________________________________________

Title: _________________________________________

State of ________

County of ________

(Surety Seal)

State of ________

County of ________

(Surety Seal)

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me
by ____________

this _______ day of ________, ___________.

Notary Signature

J. Mohr

My Commission Expires June 23, 2021
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:


Paul T. Bruflat of Sioux Falls

State of South Dakota, its regularly elected Vice President, as Attorney-In-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor City of Evanston

bond with bond number 63332235

for Suathan LLC DBA Jilly's Cafe

as Principal in the penalty amount not to exceed: $2,500.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-In-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 30th day of August, 2017.

ATTEST

L. Nelson, Assistant Secretary

By Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

On this 30th day of August, 2017, before me, a Notary Public, personally appeared

Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR

Notary Public

My Commission Expires June 23, 2021

To validate bond authenticity, go to www.cnasurety.com > Owner/Oblige Services > Validate Bond Coverage.
Your “Student ID number” is: 11366923
Your “Trainer’s ID number” is: 5A-0110606

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your “Student ID number” directly above to re-print your card.

IMPORTANT:
To re-print your card, visit the Illinois Liquor Control Commission website at [ILCC.iIinois.gov](http://ILCC.iIinois.gov) (click on the RESOURCES tab to access the “BASSET Card Lookup” page).
Certificate of Completion

American Safety Council

SUAT YILDIRIM

Has diligently and with merit completed the Off-Premise BASSET Alcohol Certification on 9/6/2017

from the American Safety Council,

[Signature]

Jeff Palran
MEETING MINUTES

Liquor Control Board
Wednesday, September 27, 2017 2:00 p.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty; Marion Macbeth; Dick Peach

Members Absent: Byron Wilson

Staff Present: Grant Farrar, Theresa Whittington

Others Present: Ethan Carter (Jilly’s Café’); Ron Onesti (Rock n’ Ravioli); T.J. Callahan (Farmhouse); Diane Mulligan (Farmhouse); Michael McGuigan (Hilton Orrington)

Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 2:00 p.m.

NEW BUSINESS

Suathan, LLC, Dba Jilly’s Café, 2614 Green Bay Road, Evanston, IL 60201

Ethan Carter (EC), new owner of Jilly’s Café requested approval for a Class D liquor license (Restaurant /Liquor). EC described Jilly’s café as a landmark that has been in Evanston for 30 years. EC’s company acquired it on September 1, 2017. He would like to keep the same type of liquor license class as the previous owner. Mayor Hagerty asked if he has ever owned a liquor establishment before. EC responded “no” and that his background is that of a CPA. Mayor Hagerty thanked EC for investing in Evanston. Mayor Hagerty expressed to EC that he has no tolerance for underage drinking or not following City rules regarding alcohol consumption and expects the business will operate to the highest standard.

Board members reviewed the application in advance of the meeting and found it all in order. The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuing a liquor license to be introduced at the City Council meeting on October 23, 2017.

Farmhouse Evanston, LLC, Dba Farmhouse, 703 Church Street, Evanston, IL

T.J. Callahan (TC) requested an amendment that would allow Farmhouse restaurant to sell and serve alcohol to guests at The Hilton Orrington, which is located immediately adjacent to the restaurant. Hilton Orrington has made the decision to shut down lunch and dinner service. Farmhouse leases its restaurant space from Hilton Orrington. Farmhouse would like to offer take-out services to Hilton Orrington guests. TC
requested an amendment to its liquor license to allow service of alcohol to hotel guests within the hotel space. He would also like guests to be able to bring their drinks from the restaurant back to the hotel and their hotel rooms. Mayor Hagerty inquired whether the change would be a slight modification to the existing liquor license. Grant Farrar recommended the law department do a minor text amendment to the portion of the City Code that regulates the Class C liquor license. The amendment would clearly indicate that establishments that lease space from a hotel are allowed to serve alcoholic beverages to the hotel guests. Mayor Hagerty inquired if the change would apply to all Class C licensees and if there are other similarly-situated businesses in town the amendment would apply to. Grant Farrar responded that it might apply to the Hyatt or Hilton Garden Inn but that to his knowledge, each hotel has its own restaurant in the hotel. Marion Macbeth expressed concern about proximity to campus. TC responded that Farmhouse is always diligent about ID’s. Mayor Hagerty asked how they will monitor age restrictions of hotel guests. Michael McGuigan (MM) responded that the Hotels check-in age is 21 and they check ID’s at time of check in. All hotel servers are BASSET-certified and trained on ID checking. TC added that all food deliveries to hotel rooms are carried out by hotel employees. Employees will check IDs again at time of delivery. Hotel guests will place orders through room service, just as they had in the past. Mayor Hagerty asked the owners to continue to be responsible in the service of alcohol and that he appreciates their investment in Evanston. Theresa Whittington indicated to TC that Farmhouse would have to apply for a change in liquor license class from class D to class C. Grant Farrar explained that that class D is strictly for restaurants while class C is for hotels or restaurants.

The Local Liquor Control Commissioner asked the board members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuing an amendment and issuance of a class C liquor license to be introduced at the City Council meeting on October 23, 2017.

RNR Evanston, LLC Dba Rock n’ Ravioli, 1012 Church Street, Evanston, IL  60201

Ron Onesti (RO), owner of Rock n’ Ravioli requested a Class D liquor license. RO explained that he has acquired the former 27-live property. He has owned and operated the Arcada Theater in Saint Charles for the past 11 years. The Arcada does about 250 shows a year. The Arcada has a 1920’s themed speakeasy on the third floor. He would like to implement a similar concept in Evanston. RO describes the business as three business models in one venue. The main room will be branded as Evanston Rocks, the upstairs will have a speakeasy called Bourbon and Brass, and the restaurant is called Rock n’ Ravioli. The second floor will also have VIP party rooms that are themed to various decades such as the ‘70’s, 80’s and 90’s. The venue has been renovated and will be filled with commissioned art work.

Dick Peach asked why he applied for a class D license when the previous business held a class C license. Dick Peach asked RO to explain how his business differs from a class C. The distinctions between a class C and class D were discussed. Mayor Hagerty stated that he is more comfortable approving the business for a class C license. Mayor Hagerty stated that he wants to be consistent is how liquor license classes are applied throughout the city. Marion Macbeth asked if patrons of the speakeasy will be able to order food from the restaurant. RO responded that food will be available thought the venue to some degree. RO agreed to apply for a class C liquor license per the recommendation of the liquor board. Mayor Hagerty asked if RO has ever been issued
any liquor-related violations. RO responded that he has not received any violations and that his venue in Saint Charles sees between 1500 and 3000 patrons a week and in the past 11 years has not experienced one issue or violation. RO said he is ready to open as soon as he acquires his liquor license. Mayor Hagerty expressed appreciation for the investment in Evanston and RO’s many years of expertise. Mayor Hagerty stated that he will be very disappointed and upset if there are any liquor violations at the establishment and reminded RO that the liquor commissioner has the ability to pull liquor licenses.

Board members reviewed the application in advance of the meeting and found it all in order. The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuing a class C Liquor License to be introduced at the City Council meeting on October 23, 2017.

ADJOURNMENT

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 2:36 p.m. September 23, 2017.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
Memorandum

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

From: W. Grant Farrar, Corporation Counsel
       Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 109-O-17, Increasing the Number of Class C Liquor Licenses for RNR Evanston, LLC d/b/a Rock n' Ravioli, 1012 Church Street

Date: October 3, 2017

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 109-O-17, increasing the number of Class C liquor licenses for RNR Evanston, LLC d/b/a Rock n' Ravioli located at 1012 Church Street. Alderman Wilson has requested suspension of the rules for Introduction and Action at the October 23 2017 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 109-O-17 amends Evanston City Code of 2012 Subsection 3-4-6-(C), as amended, to increase the number of Class C Liquor Licenses from twenty-three (23) to twenty-four (24). The Class C license will permit Company to retail sale of alcoholic liquor in hotels or restaurants only to persons of at least twenty-one (21) years of age for consumption on the licensed premise.

Legislative History:
At the September 27, 2017 Liquor Control Review Board meeting, Company requested consideration of application for a Class C liquor license.

Attachments:
Ordinance 109-O-17
Application
See item A9 for Minutes from the September 27, 2017 LCRB meeting
109-O-17

AN ORDINANCE

Amending City Code Section 3-4-6-(C) to Increase the Number of Class C Liquor Licenses from Twenty-Three to Twenty-Four (RNR Evanston, LLC d/b/a Rock n' Ravioli, 1012 Church Street)

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

SECTION 1: Class C of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

SECTION 2: Subsection 3-4-6-(C) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class C liquor licenses from twenty-three (23) to twenty-four (24) to read as follows:

<table>
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<th>Hotel or Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$4,300</th>
<th>$4,300</th>
<th>2324</th>
<th>Core</th>
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<tbody>
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<td></td>
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</tbody>
</table>

**SECTION 2:** Subsection 3-4-6-(C) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class C liquor licenses from twenty-three (23) to twenty-four (24) to read as follows:

**CLASS C** licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for consumption on the premises while food is available. Such licenses may be issued only to hotels or restaurants in the core area. Establishments holding Class C licenses must have some food service available when alcoholic liquor is being sold. The meanings of "hotel," "restaurant," and
"core area" shall be as defined in 3-4-1 of this Chapter.

1. The sale of alcoholic liquor shall not take place between the hours of 1:00 a.m. and 11:00 a.m., except that sales may be made up to 2:00 a.m. on Friday, Saturday, Sunday mornings and up to 2:00 a.m. on the mornings of January 1, Memorial Day, July 4, Labor Day and Thanksgiving; however, no such sales shall be made between 2:00 a.m. and 11:00 a.m. on Sunday.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be four thousand three hundred dollars ($4,300.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of 3-4-7 of this Chapter, shall be four thousand five hundred fifteen dollars ($4,515.00).

No more than twenty-three (23) twenty-four (24) such license(s) shall be in force at any one (1) time.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Introduced: _________________, 2017

Adopted: _________________, 2017

Approved: ___________________, 2017

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_______________________________
W. Grant Farrar, Corporation Counsel

Devon Reid, City Clerk
City of Evanston Annual Liquor License Application

City of Evanston
Application for Liquor License

Date: 7/13/17
- New business
- Change of Ownership/Corporation
- Change of License Class

Liquor Class: D
Initial license Fee: $2800

1. APPLICANT

A. Corporation name:
   RNR EVANSTON LLC.

B. Business name:
   Rock n' Roll

C. Previous business name (if dba changed):

D. Business address (city, state, zip code):
   1012 Church St Evanston IL 60201

E. Business telephone:
   630-962-7000

F. Business website:
   www.EVANSTONROCKS.com

G. Business Email:
   roc@oshowst.com

H. Illinois business tax number:
   REDACTED

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address):
   1012 Church St

B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):

C. Is the business required to be located within the "Retail Package Store Area"?
   - Yes
   - No

   If yes, is it located within the "Retail Package Store Area"?
   - Yes
   - No

3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION

A. Business type:
   - Restaurant
   - Other (explain below):

   Describe the nature of the business / principal kind of business:
   RESTAURANT / BAR / LIVE MUSIC VENUE

Liquor to be served and/or sold:
   - Alcoholic liquor
   - Beer and Wine only
   - Wine only

Days and times liquor is served:
- Sunday to 12pm - 1am
- Monday to 11am - 1am
- Tuesday to 11am - 1am
- Wednesday to 11am - 1am
- Thursday to 12am - 2am
- Friday to 12am - 2am
- Saturday to 12am - 2am

Liquor will served or sold by:
   - Glass
   - Bottle
   - Can
   - Waitstaff and/or
   - Over the counter
## 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?  
   If your response is “No,” skip this section and proceed to section 5.  
   ![Yes-No]  

B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?  
   ![Yes-No]  

C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?  
   ![Yes-No]  

D. How many tables are or will be in the restaurant?  
   What is the seating capacity?  

E. Is there an existing or proposed menu?  
   If your response is “Yes,” please attach the menu.  
   ![Yes-No]  

F. Does the restaurant currently hold or has applied for a City of Evanston food license?  
   If your response is “Yes,” what is the expected issue date?  
   ![Yes-No]

## 5. BUSINESS SPECIFIC INFORMATION (for hotels)

A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?  
   If your response is “No,” skip this section and proceed to section 6.  
   ![Yes-No]  

B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?  
   ![Yes-No]  

C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?  
   ![Yes-No]  

D. Does the hotel have at least 50 regular rooms for transients?  
   ![Yes-No]  

E. Does the hotel currently hold or has applied for a City of Evanston food license?  
   If your response is “Yes,” what is the expected issue date?  
   ![Yes-No]

## 6. BUSINESS SPECIFIC INFORMATION (for package stores)

A. Does the applicant seek to sell liquor upon the premises of a package store?  
   If your response is “No,” skip this section and proceed to section 7.  
   ![Yes-No]  

B. Is the package store premises located in the “retail package store area” as defined by the attached map?  
   ![Yes-No]  

C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises?  
   ![Yes-No]  

D. Has the applicant reviewed the Liquor Code definition of a “package store”?  
   ![Yes-No]

## 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store?  
   If your response is “No,” skip this section and proceed to section 8.  
   ![Yes-No]  

B. Does the grocery store premises consist of a grocery store and combination store under one roof?  
   ![Yes-No]  

C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales?  
   Approximately how many square feet are provided? sq.ft.  
   ![Yes-No]  

D. Does the grocery store currently hold or has applied for a City of Evanston food license?  
   If your response is “Yes,” what is the expected issue date?  
   ![Yes-No]
City of Evanston annual Liquor License Application

8. PREMISES OWNERSHIP INFORMATION
A. Does the corporation own the premises for which this liquor license is being sought? □ yes □ no
   If your response is “Yes,” attach a copy of ownership and proceed to section 9.
B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought? □ yes □ no
C. What is the period covered by the lease? 2/13/17 to 2/13/22
D. What is the name of the Landlord? Fairway Evanston LLC c/o Advantage Management
E. What is the address of the Landlord? (please include city, state, and zip code.) 350 N. LaSalle St. 9th Floor, Chicago IL 60654

9. ELIGIBILITY QUESTIONS
A. Has the owner or any relative had a business or liquor license revoked? □ yes □ no
B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston? □ yes □ no
C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business? □ yes □ no
D. Does the owner/officer(s) owe any debt or unpaid tax to the City of Evanston? □ yes □ no
   If yes, explain:
E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.

<table>
<thead>
<tr>
<th>name</th>
<th>address</th>
<th>telephone</th>
<th>relationship</th>
</tr>
</thead>
</table>

I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant

Date 08/18/17
City of Evanston
Liquor License Application

AFFIDAVIT

State of

County of

The undersigned hereby makes application for a Class ☐ liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

Signature of Applicant

Subscribed and sworn to before me this 11 day of August 2017.

Notary Public

Signature of Applicant

[Official Seal]

JAMES CLEGG
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sep 4, 2019
CORPORATE INFORMATION FORM
(Supplement A)

Applicants must file business with Secretary of State:

Name of Corporation/Partnership: 2N2 EVANSTON LLC

Corporate Address: 105 6 D. MAIN ST. ST. CHARLES IL 60174

Corporate Ph #: 630 963 7000 Corporate Email: INFO@OSHOWS.COM FEIN: REDACTED

Business Status:

Date Corporation/Partnership was Organized: 02/09/2017

State Articles of Incorporation/Organization filed: ILLINOIS

Date Articles of Incorporation/Organization filed with Secretary of State: 02/09/2017

Date Certification of Incorporation/Organization was issued by Secretary of State: 06/01/2017

Are there any amendments to Articles of Incorporation? [ ] Yes [x] No

What are the total shares of stock created by this Corporation?

H. List stockholders with 5% or more in holdings (corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ron Duesti</td>
<td>100%</td>
</tr>
</tbody>
</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors? [ ] Yes [x] No

If no, explain: ONLY ONE STOCKHOLDER - PRESIDENT/CEO

Has the Corporation attached evidence of Good Standing with the State of Illinois? [x] Yes [ ] No

If no, explain:

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization? [x] Yes [ ] No

If no, explain:

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:

What is the objective of Corporation?

RESTAURANT / BAR / LIVE MUSIC VENUE

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation? [x] Yes [ ] No
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that RNR EVANSTON LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON FEBRUARY 09, 2017, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 1ST day of JUNE A.D. 2017.

[Signature]

SECRETARY OF STATE
**LLC FILE DETAIL REPORT**

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<tr>
<td>Agent Name</td>
<td>MARK F. KALINA</td>
</tr>
<tr>
<td>Agent Street Address</td>
<td>310 S COUNTY FARM RD STE H</td>
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<tr>
<td>Agent City</td>
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<tr>
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**RETURN TO THE SEARCH SCREEN**  
**Purchase Certificate of Good Standing**  
(One Certificate per Transaction)

**OTHER SERVICES**

- File Annual Report
- Adopting Assumed Name
- Articles of Amendment Effecting A Name Change
- Change of Registered Agent and/or Registered Office Address

**BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE**

https://www.ilsos.gov/corporatelc/CorporateLcController

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List of Existing Liquor Licenses

Onesti Entertainment Corp
DBA: Arcada Theatre
105 E Main St
St Charles IL 60174
License Type: Local Liquor License
License No. 8212-1
License Type: State Liquor License
License No. 1A-0068989

Club Arcada Inc.
DBA: Club Arcada
105 E Main St
St Charles IL 60174
License Type: Local Liquor License
License No. 8396-1
License Type: State Liquor License
License No. 1A-1133118
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
JD Fulwiler & Co. Insurance, Inc.
5727 SW Macadam Ave
PO Box 69508
Portland OR 97239

INSURED
RNR Evanston, LLC
1012 Church Street
Evanston IL 60201

CONTACT NAME: Vicki Sigler
PHONE: (503) 293-8325
FAX: (503) 293-5418
EMAIL: vsigler@jdfulwiler.com

INSURER(S) AFFORDING COVERAGE
INSURER A Great Divide Insurance Co.
NAIC #: 25224

REVOLUTION NUMBER:

CERCERATION NUMBER: 17/18 RNR Evanston LLC

COVERAGE:

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

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<td>ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED</td>
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<td>if yes, describe DESCRIPTION OF OPERATIONS below</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101). Additional Remarks Schedule, may be attached if more space is required.

City of Evanston is an Additional Insured with respect to General Liability and Liquor Liability pursuant to City of Evanston code section 3-4-4 but only with respect to claims arising from the negligence of the Named Insured. Form CG2010

CERTIFICATE HOLDER
The City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Robert Baker/NVOGFT

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ACORD 25 (2014/01)
IM5025-12014011
## Additional Named Insureds

<table>
<thead>
<tr>
<th>Other Named Insureds</th>
<th>Description</th>
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<tbody>
<tr>
<td>Club Arcada Inc</td>
<td>Corporation, Insured Multiple Names</td>
</tr>
<tr>
<td>The Arcada Theatre</td>
<td>Doing Business As</td>
</tr>
<tr>
<td>The Heart of Italy Association</td>
<td>Association, Insured Multiple Names</td>
</tr>
</tbody>
</table>
POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 106782005

Principal: RNR Evanston LLC
105 East Main Street ST CHARLES, IL 60174

Obligee: City of Evanston Liquor Licensing
2100 Ridge Ave., Room 2700 EVANSTON, IL 60201

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Karl Smith, of the City of Portland, State of OR, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the surety bond referenced above.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed and their corporate seals to be heretofore affixed, this 7th day of July, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____________________________
Robert L. Raney, Senior Vice President

On this the 7th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.

Marie C. Tereault, Notary Public
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident President, Resident Assistant Secretary or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 03 day of August, 2017.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the above-named individuals and the details of the bond to which the power is attached.
Bond Change Execution Instructions

You have successfully completed your bond change using Travelers Click®. We thank you for your business!

Please review the following items before releasing the rider to your customer.

- Sign the rider next to the pre-filled date. Any person listed on the Power of Attorney may sign as Attorney-in-Fact.
- Affix the corporate seal for the applicable Travelers underwriting company on or near the Attorney-in-Fact's signature using the steel seal.
- Send the original rider to the Principal (applicant) for signatures and delivery to the Obligee.
- Retain a copy for your records.
- You must either forward the following documents to Travelers or upload them now before exiting your online transaction:
  - A copy of the executed form, only if it was not generated for you (i.e. a form was unavailable in our system or you used your own form); and/or
  - Any supporting documentation, if applicable.

Travelers Bond Express
770 Pennsylvania Drive, Suite 110
Exton, PA 19341
Email: TravelersClick@travelers.com
Fax: 866.785.2463

Billing Instructions:

Agency Billed Bonds - Premium must be paid in accordance with your monthly accounting statement or account current agreement with Travelers. Please DO NOT remit payments to your local underwriting office.

Direct Billed Bonds - Your customer will be billed directly by Travelers. It is imperative that premium is remitted promptly to avoid cancellation or collection action. Customer checks should include the bond number. Please DO NOT remit payments to your local underwriting office.

Remittance Information:
E-Pay: https://travelers.com/epay
Pay by Phone: 1.800.252.2268
Regular Payments by Mail: Travelers Commercial Lines, Remittance Box 660317, Dallas, TX 75266-0317
RIDER

To be attached to and form part of Bond No. 106722005 as Principal, and in favor of City of Evanston Liquor Licensing as Obligee.

It is agreed that:

☑ 1. The Surety hereby gives its consent to change the Name:
   from: The Onesti Entertainment Corporation
to: RNR Evanston LLC

☐ 2. The Surety hereby gives its consent to change the Address:
   from: ____________________________
to: ____________________________

☐ 3. The Surety hereby gives its consent to change the ____________________________:
   from: ____________________________
to: ____________________________

This rider shall become effective as of August 02, 2017.

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated August 03, 2017.

Travelers Casualty and Surety Company of America

By: Bari Smith
   Attorney-in-Fact

Accepted: City of Evanston Liquor Licensing
   Obligee

By: ____________________________

or

RNR Evanston LLC
   Principal

By: ____________________________

S-4111 (8/66)
TRAVELERS

TRAVELERS Casuaalty and Surety Company of America
Hartford, CT 06183

License No. ________________

RIDER

To be attached to and form part of Bond No. 106782005

Issued on behalf of RNR Evanston LLC as Principal, and in favor of
City of Evanston Liquor Licensing as Obligee.

It is agreed that:

☒ 1. The Surety hereby gives its consent to change the Name:
   from: The Onesti Entertainment Corporation
   to: RNR Evanston LLC

☐ 2. The Surety hereby gives its consent to change the Address:
   from: ____________________________
   to: ____________________________

☐ 3. The Surety hereby gives its consent to change the ____________________________:
   from: ____________________________
   to: ____________________________

This rider shall become effective as of August 02, 2017

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated August 03, 2017.

Travelers Casualty and Surety Company of America

By: 
Barl Smith
Attorney-in-Fact

Accepted: City of Evanston Liquor Licensing
Obligee

By: ____________________________

or

RNR Evanston LLC
Principal

By: ____________________________

S-4111 (8/66)
Rock ‘n Ravioli

The Opening Act

Homemade Baked Clams
Fresh Clams stuffed with breadcrumbs and baked to perfection...Just like Nana used to make!

Shrimp Cocktail
Giant cooked shrimp served with homemade cocktail sauce

Caprese Skewers
Fresh Mozzarella Balls, Grape Tomatoes, and Basil...on a stick

Bruschetta Flight
Assortment of Bruschetta served on homemade crostini bread

Rock ‘n Calamari
Fried calamari tossed with spicy pickled peppers and served with aioli sauce

Loaded Crisps
Homemade potato chips layered with cheddar cheese sauce, ground beef, black olives, and pickled jalapeño slices

Charcuterie Board
Homemade Darby Cheeseball with an assortment of salumi and cheeses

Involtini
Roasted eggplant stuffed with ricotta, asparagus, and sun-dried tomatoes then rolled and topped with a zesty marinara sauce and parmesan cheese

Coconut Shrimp
Homemade sweet coconut breaded fried shrimp served with dipping sauce
Rock 'n Ravioli

Pizza

<table>
<thead>
<tr>
<th></th>
<th>12&quot;</th>
<th>14&quot;</th>
<th>16&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chi-Town Classic Thin</td>
<td>$2.00</td>
<td>$2.50</td>
<td>$3.00</td>
</tr>
<tr>
<td>Per Ingredient</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sicilian Square Pie</td>
<td>12&quot; $0.00</td>
<td>16&quot; $0.00</td>
<td></td>
</tr>
<tr>
<td>Per Ingredient</td>
<td>$2.00</td>
<td>$3.00</td>
<td></td>
</tr>
<tr>
<td>Roman Flatbread</td>
<td>12&quot; Piccolo $0.00</td>
<td>36&quot; Metro $0.00</td>
<td></td>
</tr>
<tr>
<td>Per Ingredient</td>
<td>$2.50</td>
<td>$5.00</td>
<td></td>
</tr>
</tbody>
</table>

Sauces
Tomato Sauce, Basil Pesto Sauce, BBQ Sauce, Alfredo Sauce

Ingredients
Italian Sausage, Pepperoni, Roasted Chicken, Bacon, Canadian Bacon, Meatballs, Anchovies, Artichoke Hearts, Onions, Fresh Tomato, Broccoli, Mushrooms, Fresh Basil Kalamata Olives, Black Olives, Baby Spinach, Green Peppers, Roasted Red Peppers, Pineapple, Fresh Garlic, Giardinera

Specials

Rock 'n Ravioli
Classic thin pizza topped with Ravioli and a zesty marinara sauce

Mac 'n Cheese
Classic thin pizza topped with Alfredo sauce, homemade Mac 'n Cheese and finished with crunchy breadcrumbs

Da Mob Hit
Classic thin pizza topped with homemade Meatballs, Giardinera, and finished with Shaved Parmesan Cheese
Rock 'n Ravioli

Ravioli

**Four Cheese Ravioli**
Pasta stuffed with Ricotta, Mozzarella, Parmesan, and Romano cheese in a zesty marinara sauce

**Lobster Ravioli**
Pasta stuffed with lobster meat and tossed in a pink marinara cream sauce

**Short Rib Ravioli**
Pasta stuffed with slow cooked braised short ribs and tossed in a mushroom sauce

**Wild Mushroom Ravioli**
Pasta stuffed with wild mushrooms and tossed in a white truffle sauce

**Sausage Ravioli**
Pasta stuffed with Italian sausage and tossed in a creamy marinara sauce with green peas

**Crab Ravioli**
Pasta stuffed with real crab meat and tossed in a fresh tomato and thyme sauce

**Spinach Ravioli**
Pasta stuffed with spinach and ricotta cheese and tossed in a fresh basil pomodoro sauce

**Goat Cheese Ravioli**
Pasta stuffed with tangy goat cheese and tossed in a homemade puttanesca sauce
Rock 'n Ravioli

Pasta

Linguine alle Vongole
Linguine with fresh baby clams in a white wine and garlic sauce with a touch of spicy red pepper.

Stuffed Gnocchi
Pillows of fresh pasta stuffed with cheese and tossed in a sauce

Fusilli Pomodoro
Long Fusilli pasta in a homemade fresh basil pomodoro sauce

Paccheri with Sunday Gravy
Our slow cooked Sunday Gravy starts with braised pot roast and tomato sauce then smothered over large tube shaped pasta

Penne Arrabbiata
Penne pasta tossed in a spicy tomato sauce

Spaghetti and Meatballs
Spaghetti tossed in a zesty marinara sauce and served with homemade meatballs
Rock 'n Ravioli

Salads

Rock 'n Chopped Salad
Crispy lettuce with chopped tomatoes, carrots, beets, garbanzo beans, corn, hearts of palm, bell peppers, cheeses and tossed in a homemade vinaigrette

Caprese Tower
Fresh heirloom tomato layered with Fior di Latte cheese and fresh basil then drizzled with balsamic vinegar and olive oil

Panzanella
Crispy chunks of bread, chopped Roma tomatoes, red onion, and provolone cheese tossed in extra virgin olive oil and red wine vinegar

Grilled Caesar
Grilled wedge of romaine lettuce drizzled with homemade caesar dressing and toasted croutons

Italian Summer Salad
Fresh roma tomato wedges, red onion sliced, chopped cucumbers, and fontinella cheese tossed in a red wine vinaigrette and served with Italian bread to sop up the tomato juice in the bottom of the bowl!

Arugula
Fresh arugula tossed with olive oil and fresh lemon juice then topped with shaved parmesan

Mediterranean Kale Salad
Fresh chopped kale with cucumber, tomatoes, bell peppers, red onion, artichoke hearts, kalamata olives, and crumbled feta cheese tossed in a red wine vinaigrette

Garden Salad
Fresh assortment of mixed lettuce and greens served with your choice of dressing
Rock 'n Ravioli

Entrees

Rock 'n Burger
Prime black Angus beef patty topped with caramelized onions, gruyere cheese, applewood smoked bacon, and served with truffle aioli on a pretzel roll

Slider Flight
Pulled pork, Pot Roast, and Meatball sliders

N.Y. Strip Steak
Prime Angus New York Strip steak cooked to perfection and with Demi glacé

Maple Glazed Salmon
Pan seared maple glazed salmon filet

Chicken Milanese
Thinly pounded breaded pan fried chicken breast topped with shaved fennel, lemon, and parmesan cheese
Rock 'n Ravioli

Dessert

Key Lime Pie
Tiramisu
Eclair Cake
Ron's Fruit Pies
Spumoni by Lezza
Cannoli made to order
Chocolate Hazelnut Tartufo
Limoncello Sorbetto in keepsake champagne flute
Sorbetti: Lemon, Coconut, or Peach
Affogato
Certificate of Completion

American Safety Council

RON ONESTI

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 7/31/2017

from the American Safety Council.

Jeff Palran
American Safety Council

Illinois BASSET Training

This card certifies that:

RON ONESTI

has completed the
On-Premise BASSET Alcohol Certification

8/30/2017
Exp. Date.
Illinois BASSET
SELLER / SERVER CERTIFICATION

Trainee Name: Nick Solideo
Date of Completion: 08/11/2017

School Name: 360training.com dba Learn2Serve

I, __________________________
certify that the above named person successfully completed an approved Learn2Serve Seller/Server course.

This course provides necessary knowledge and techniques for the responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to support@360training.com.

Corporate Headquarters
13801 Burnet Rd., Suite 100
Austin, Texas 78727
P: 877.881.2235
For City Council meeting of October 23, 2017

Item A11

Ordinance 118-O-17: Amending Class C Liquor License to Allow the Sale of Alcoholic Liquor to Registered Hotel Guests

For Introduction

Memorandum

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

From: W. Grant Farrar, Corporation Counsel

Subject: Ordinance 118-O-17, Amending Subsection 3-4-6(C) of the City Code to Allow Class C Liquor Licenses the Sale of Alcoholic Liquor to Registered Hotel Guests

Date: October 16, 2017

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 155-O-16.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
On September 27, 2017, Farmhouse Evanston, LLC. d/b/a Farmhouse (“Company”) located at 703 Church Street, requested the Liquor Control Review Board (“LCRB”) consider allowing the sale of alcoholic liquor to registered guests of the hotel from which it leases space. The LCRB approved extending the sale of alcoholic liquor to registered hotel guests. Accordingly, Ordinance 118-O-17 amends Evanston City Code of 2012 Subsection 3-4-6-(C) authorizing the sale of alcoholic liquor to registered guests of the hotel from which class C license holders lease space. Company representative T.J. Callaghan appeared before the LCRB.

Attachments:
Ordinance 118-O-17
See item A9 for Minutes of the September 27, 2017 LCRB meeting
AN ORDINANCE
Amending City Code Section 3-4-6-(C)

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

SECTION 1: Subsection 3-4-6-(C) of the Evanston City Code of 2012, as amended, is further amended to read as follows:

(C) CLASS C licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for consumption on the premises while food is available. Such licenses may be issued only to hotels or restaurants in the core area. Establishments holding Class C licenses must have some food service available when alcoholic liquor is being sold. The meanings of "hotel," "restaurant," and "core area" shall be as defined in 3-4-1 of this Chapter.

1. The sale of alcoholic liquor shall not take place between the hours of 1:00 a.m. and 11:00 a.m., except that sales may be made up to 2:00 a.m. on Friday, Saturday, Sunday mornings and up to 2:00 a.m. on the mornings of January 1, Memorial Day, July 4, Labor Day and Thanksgiving; however, no such sales shall be made between 2:00 a.m. and 11:00 a.m. on Sunday.

2. A licensee operating a licensed restaurant which leases space in a hotel, may sell alcoholic liquor to registered guests of that hotel. Any alcoholic liquor sold must be consumed on the premises of the hotel, and be sold while food service is available in the restaurant or hotel.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be four thousand three hundred dollars ($4,300.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of 3-4-7 of this Chapter, shall be four thousand five hundred fifteen dollars ($4,515.00).
No more than twenty-five (25) such license(s) shall be in force at any one (1) time.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2017

Approved: ___________________, 2017

_______________________________
Stephen H. Hagerty, Mayor

Adopted: _________________, 2017

_______________________________, 2017

Attest:

_______________________________
Devon Reid, City Clerk

Approved as to form:

_______________________________
W. Grant Farrar, Corporation Counsel
Memorandum

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

From: W. Grant Farrar, Corporation Counsel
      Theresa Whittington, Liquor Licensing Manager & Legal Analyst

Subject: Approval of Ordinance 110-O-17, Decreasing the Number of Class D Liquor Licenses for Farmhouse, 703 Church Street, and Ordinance 111-O-17, Increasing the Number of Class C Liquor Licenses for Farmhouse

Date: October 3, 2017

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 110-O-17 and Ordinance 111-O-17.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 110-O-17 amends Evanston City Code of 2012 Subsection 3-4-6-(D), as amended, to decrease the number of authorized Class D liquor licenses from fifty-six (56) to fifty-five (55). Ordinance 111-O-17 amends Evanston City Code of 2012 Subsection 3-4-6-(C), as amended, to increase the number of authorized Class C liquor licenses from twenty-four (24) to twenty-five (25), and permit issuance of a Class C license to Farmhouse Evanston, LLC, d/b/a Farmhouse, 703 Church Street. The Class C license will permit Company to retail sale of alcoholic liquor in hotels or restaurants only to persons of at least twenty-one (21) years of age for consumption on the licensed premise.

Legislative History:
At the September 27, 2017 Liquor Control Review Board meeting, Company requested consideration of application for a Class C liquor license.

Attachments:
Ordinance 110-O-17
Ordinance 111-O-17
See item A9 for Minutes from the September 27, 2017 LCRB meeting
110-O-17

AN ORDINANCE

Amending City Code Section 3-4-6-(D) to Decrease the Number of Class D Liquor Licenses from Fifty-Six to Fifty-Five
(Farmhouse Evanston, LLC, d/b/a Farmhouse, 703 Church Street)

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

SECTION 1: Class D of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>D</th>
<th>Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$2,800</th>
<th>$2,800</th>
<th>56</th>
<th>55</th>
<th>None</th>
</tr>
</thead>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(D) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class D liquor licenses from fifty-six (56) to fifty-five (55) to read as follows:

(D) CLASS D licenses, which shall authorize the retail sale in restaurants only of alcoholic liquor for consumption on the premises where sold. No such license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant", as defined in 3-4-1 of this Chapter. Alcoholic liquor may be sold in restaurants holding Class D licenses only during the period when their patrons are offered a complete meal.

The applicant for the renewal only of such licenses may elect to pay the amount required herein semiannually or annually. Such election shall be made at the time of application.

The annual single-payment fee for initial issuance or renewal of such license shall be two thousand eight hundred dollars ($2,800.00).

The total fee required hereunder for renewal applicants electing to make semiannual
payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be
two thousand nine hundred forty dollars ($2,940.00).

No more than fifty-six (56) fifty-five (55) such license(s) shall be in force at any one (1)
time.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are
hereby repealed.

**SECTION 4:** If any provision of this ordinance or application thereof to
any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity
shall not affect other provisions or applications of this ordinance that can be given effect
without the invalid application or provision, and each invalid provision or invalid
application of this ordinance is severable.

**SECTION 5:** The findings and recitals contained herein are declared to be
prima facie evidence of the law of the City and shall be received in evidence as
provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 6:** This ordinance shall be in full force and effect from and after
its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2017  
Approved:

Adopted: _________________, 2017  
______________, 2017

_______________________________  
Stephen H. Hagerty, Mayor

Attest:  
Approved as to form:

Devon Reid, City Clerk  
W. Grant Farrar, Corporation Counsel
111-O-17

AN ORDINANCE

Amending City Code Section 3-4-6-(C) to Increase the Number of Class C Liquor Licenses from Twenty-Four to Twenty-Five (Farmhouse Evanston, LLC, d/b/a Farmhouse, 703 Church Street)

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

SECTION 1: Class C of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

SECTION 2: Subsection 3-4-6-(C) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class C liquor licenses from twenty-four (24) to twenty-five (25) to read as follows:

<table>
<thead>
<tr>
<th></th>
<th>Hotel or Restaurant</th>
<th>None</th>
<th>$4,300</th>
<th>$4,300</th>
<th>24/25</th>
<th>Core</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>Core</td>
<td>11 a.m.—1 a.m. (Mon-Wed); 11 a.m. – 2 a.m. (Thurs – Sat); 11 a.m. – 1 a.m. (Sun); 11 a.m. – 2 a.m. on New Year's Day, Memorial Day, Fourth of July, Labor Day and Thanksgiving</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(C) CLASS C licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for consumption on the premises while food is available. Such licenses may be issued only to hotels or restaurants in the core area. Establishments holding Class C licenses must have some food service available when alcoholic liquor is being sold. The meanings of "hotel," "restaurant," and
"core area" shall be as defined in 3-4-1 of this Chapter.

1. The sale of alcoholic liquor shall not take place between the hours of 1:00 a.m. and 11:00 a.m., except that sales may be made up to 2:00 a.m. on Friday, Saturday, Sunday mornings and up to 2:00 a.m. on the mornings of January 1, Memorial Day, July 4, Labor Day and Thanksgiving; however, no such sales shall be made between 2:00 a.m. and 11:00 a.m. on Sunday.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be four thousand three hundred dollars ($4,300.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of 3-4-7 of this Chapter, shall be four thousand five hundred fifteen dollars ($4,515.00).

No more than twenty-four (24) twenty-five (25) such license(s) shall be in force at any one (1) time.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Memorandum

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

From: W. Grant Farrar, Corporation Counsel
       Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 114-O-17, Decreasing the Number of Class D Liquor Licenses for TMC Foods, Inc., doing business as Sam’s Chicken & Ribs, Pizza located at 1639 Orrington Ave.

Date: October 11, 2017

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 114-O-17, decreasing the number of authorized Class D liquor licenses for TMC Foods, Inc., doing business as Sam’s Chicken & Ribs, Pizza located at 1639 Orrington Ave. Staff recommends suspension of the rules for Introduction and Action at the October 23, 2017 City Council meeting.

Livability Benefit:

Summary:
Ordinance 114-O-17 amends Evanston City Code of 2012 Subsection 3-4-6-(D), as amended, to decrease the number of Class D Liquor Licenses from fifty-five (55) to fifty-four (54). TMC Foods, Inc., doing business as Sam’s Chicken & Ribs, Pizza located at 1639 Orrington Ave has closed. This Ordinance amends the City Code to reflect the decrease in Class D liquor licenses.

Attachments:
Ordinance 114-O-17
AN ORDINANCE

Amending City Code Section 3-4-6-(D) to Decrease the Number of Class D Liquor Licenses from Fifty-Five to Fifty-Four
(TMC Foods, Inc., doing business as Sam’s Chicken & Ribs, Pizza located at 1639 Orrington Ave.)

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

SECTION 1: Class D of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>D</th>
<th>Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$2,800</th>
<th>$2,800</th>
<th>-55 54</th>
<th>None</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(D) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class D liquor licenses from fifty-five (55) to fifty-four (54) to read as follows:

(D) CLASS D licenses, which shall authorize the retail sale in restaurants only of alcoholic liquor for consumption on the premises where sold. No such license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant", as defined in 3-4-1 of this Chapter. Alcoholic liquor may be sold in restaurants holding Class D licenses only during the period when their patrons are offered a complete meal.

The applicant for the renewal only of such licenses may elect to pay the amount required herein semiannually or annually. Such election shall be made at the time of application.

The annual single-payment fee for initial issuance or renewal of such license shall be two thousand eight hundred dollars ($2,800.00).
The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be two thousand nine hundred forty dollars ($2,940.00).

No more than fifty-five (55) fifty-four (54) such license(s) shall be in force at any one (1) time.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: ______________________, 2017

Approved:

Adopted: ______________________, 2017

______________________________, 2017

_____________________________, Mayor

Stephen H. Hagerty, Mayor

Attest:  

Approved as to form:

______________________________ 

Devon Reid, City Clerk  

W. Grant Farrar, Corporation Counsel
Memorandum

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

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

Subject: Ordinance 105-O-17, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 9(H): Prohibited Parking at Certain Times

Date: September 28, 2017

Recommended Action:
The Transportation/Parking Commission and staff recommends that the City Council adopt Ordinance 105-O-17, amending of City Code Section 10-11-9(H), Prohibited Parking at Certain Times to read: Kedzie Street. North Side, Sheridan Road east to dead end; 9 p.m. to 6 a.m., May 1 to September 30 and 11 p.m. to 6 a.m. October 1 to April 30.

Livability Benefit:
Built Environment: Provide compact and complete streets and neighborhoods

Summary:
There have been several complaints from residents on Kedzie Street east of Sheridan Road that the signage along the north side of the street is not consistent with the other lake front park areas north of the location and have requested that the ordinance be change to reflect the same restrictions. Due to the parking prohibition from 9 p.m. to 6 a.m. effective May 1 to September 30 on streets along the lake front north of Kedzie Street, the park adjacent to their homes becomes crowded after 9 p.m.

Attachment:
Ordinance 105-O-17
AN ORDINANCE

Amending Schedule IX, “Prohibited Parking at Certain Times,” of City Code Section 10-11-9 by Amending the Prohibited Times on Kedzie Street

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

SECTION 1: Schedule IX, “Prohibited Parking at Certain Times,” of Section 10-11-9(H), of the Evanston City Code of 2012, as amended, is hereby further amended to delete the following:

<table>
<thead>
<tr>
<th>(H)</th>
<th>11:00 p.m. to 6:00 a.m., daily, no exceptions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kedzie Street</td>
<td>North side, Sheridan Road east to end of street</td>
</tr>
</tbody>
</table>

SECTION 2: Schedule IX, “Prohibited Parking at Certain Times,” of Section 10-11-9, of the Evanston City Code of 2012, as amended, is hereby further amended to add Subsection NN, which shall read as follows:

<table>
<thead>
<tr>
<th>(NN)</th>
<th>11:00 p.m. to 6:00 a.m., October 1 through April 30, on the following streets:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kedzie Street</td>
<td>North side, Sheridan Road east to dead end,</td>
</tr>
</tbody>
</table>
SECTION 3: Schedule IX, “Prohibited Parking at Certain Times,” of Section 10-11-9, of the Evanston City Code of 2012, as amended, is hereby further amended to add Subsection OO, which shall read as follows:

<table>
<thead>
<tr>
<th>(OO)</th>
<th>9:00 p.m. to 6:00 a.m., May 1 through September 30, on the following streets:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Kedzie Street North side, Sheridan Road east to dead end.</td>
</tr>
</tbody>
</table>

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 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
For City Council Meeting of October 23, 2017  
Ordinance 106-O-17, Resident Only Parking Districts  
For Introduction

Memorandum

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

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

Subject: Ordinance 106-O-17, Amending Title 10, Motor Vehicles and Traffic,  
Chapter 11, Traffic Schedules, Section 18(P): Resident Only Parking District

Date: September 28, 2017

Recommended Action:
The Transportation/Parking Commission and staff recommend that the City Council  
adopt Ordinance 106-O-17, amending of City Code Section 10-11-18(P), Resident Only  
Parking District 'R', 9 p.m. to 6 a.m. daily adding: 22 diagonal parking spaces on the  
east side of Sheridan Square as Residential Parking Only as a 24-hour restriction.

Livability Benefit:  
Built Environment: Provide compact and complete streets and neighborhoods

Summary:  
In 2015, the Transportation/Parking Committee took into consideration to restrict  
parking on Sheridan Square due to concerns expressed by some residents in the area.  
Residents had expressed their concerns that due to the location of one of the City's  
lakefront attractions, it had become increasingly more difficult for the residents to find  
adequate parking, especially on the weekends and/or holidays. There was also a  
concern that the diagonal parking located on the east side of the street provides an  
opportunity for increased anti-social behavior as some residents have expressed their  
concerns.

The current parking restriction on Sheridan Square is daily from 9:00 p.m. to 6:00 a.m.  
except for resident vehicles displaying Residential Parking District 'R' permit. Staff was  
directed to investigate and formulate some recommendations on how to reconfigure the  
parking, permit use and other possible solutions. The following is a list of possible  
solutions. The following "pilot" program was instituted in hopes of resolving some of the  
issues.
Designate 44 diagonal parking spaces on the east side of Sheridan Square as Residential Parking Permit Only as a 24-hour restriction for Residential Parking District ‘R’ and continue the restricted overnight parking from 9:00 p.m. to 6:00 a.m. for the remainder of Residential Parking District ‘R’.

The creation of a 3-hour parking zone on the remainder of Sheridan Square, exempting those that display a permit for Residential Parking District ‘R’.

Designate the 16 diagonal parking spaces at the beach area to be regulated by time limit parking with no Residential Parking District R daytime exemption.

Signs were installed in June 2015 based on the recommendations and removed at the end of the “pilot” program on December 1, 2015. During the program, staff conducted space usage counts at various times to determine the approximate utilization rate in the 44 spaces designated for permit users only. As late as October 2015, the average rate of occupancy was 21 spaces from 8:00 a.m. – 8:00 p.m. leaving an average of 23 open spaces.

Based on observations and numerous complaints and concerns regarding the failure of the City to provide adequate parking for visitors of lakefront, staff recommended the following changes.

Designate 22 diagonal parking spaces on the east side of Sheridan Square as Residential Parking Only as a 24-hour restriction for Residential Parking District ‘R’ and continue the restricted overnight parking from 9:00 p.m. to 6:00 a.m. for the remainder of Residential Parking District ‘R’.

No additional restrictions are recommended.

After the reduction staff believes we were able to satisfy the concerns of both the residents of the parking district and others that enjoy parking at the beach and park at all other times.

Attachment:
Ordinance 106-O-17
AN ORDINANCE

Amending Schedule XVIII, “Residents Parking Only Districts,” of City Code Section 10-11-18 by Adding (R), “District R: Twenty-four (24) hours daily, seven (7) days per week”

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

SECTION 1: Schedule XVIII, “Residents Parking Only Districts,” of Section 10-11-18, of the Evanston City Code of 2012, as amended, is hereby further amended to add Subsection R, “District R: Twenty-four (24) hours daily, seven (7) days per week,” which shall read as follows:

(R) District R: Twenty-Four (24) hours daily, seven (7) days per week

<table>
<thead>
<tr>
<th>SCHEDULE XVIII (R): RESIDENTS PARKING ONLY DISTRICTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheridan Square</td>
</tr>
</tbody>
</table>

SECTION 2: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.
SECTION 5: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: _________________, 2017
Adopted: _________________, 2017
Approved: _________________, 2017

_______________________________
Stephen H. Hagerty, Mayor

Attest:

_______________________________
Devon Reid, City Clerk

Approved as to form:

_______________________________
W. Grant Farrar, Corporation Counsel
AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN WYNNE, CHAIR

II. APPROVAL OF REGULAR MEETING MINUTES OF OCTOBER 9, 2017

III. ITEM FOR CONSIDERATION

(P1) Granting Vacation Rental License for 2120 Madison Place
Staff recommends approval of a Vacation Rental License for the property located at 2120 Madison Place. The Vacation Rental meets all of the Standards and Procedures for license approval.
For Action

(P2) Granting Vacation Rental License for 1612 Main Street
City staff recommends approval of a Vacation Rental License for the property located at 1612 Main Street. The Vacation Rental meets all of the Standards and Procedures for license approval.
For Action

(P3) Resolution 82-R-17 to Accept Planning Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning for the 2020-2024 Assessment of Fair Housing
The Housing and Community Development Act Committee and staff recommend approval by City Council of Resolution 82-R-17 to Accept Planning Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning (CMAP) for the 2020-2024 Assessment of Fair Housing (AFH). The City is required to perform an AFH prior to its 2020-2024 Consolidated Plan in order to continue to receive its federal entitlement grants. The City would contribute $13,000 of the total AFH budget of $287,000. Funding is from the City’s 2017 and 2018 Community Development Block Grant (CDBG) under CDBG Administration Account 215.21.5220.62490.
For Action
(P4) **Ordinance 115-O-17, Granting a Special Use for a Commercial Indoor Recreation Facility, Spenga, at 1026 Davis Street**

The Zoning Board of Appeals and City staff recommend adoption of Ordinance 115-O-17 granting special use approval for a Commercial Indoor Recreation Facility, Spenga, at 1026 Davis Street in the D2 Downtown Retail Core District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. **Alderman Wilson requests suspension of the rules for introduction and adoption at the October 23, 2017 City Council meeting.**

**For Introduction and Action**

(P5) **Ordinance 88-O-17, Granting a Special Use for a Type 2 Restaurant, Nic's Organic Fast Food, a Drive-Through, Active Ground-Floor Use, & Major Zoning Relief at 2628 Gross Point Rd.**

The Zoning Board of Appeals and City staff recommend adoption of Ordinance 88-O-17 granting special use approval for a Type 2 Restaurant, Nic's Organic Fast Food, a Drive-Through facility, a Type 2 Restaurant as an Active Ground-Floor Use, and major zoning relief for a 20’ rear yard setback, reduced pedestrian areas fronting Crawford Ave. and Gross Point Rd., and reduced fenestration/sill height on the Crawford Ave. façade, at 2628 Gross Point Rd. The applicant has complied with all other zoning requirements, and meets all of the standards for special use and major variation in the B1a Business District and the oCSC Central Street Overlay District. **88-O-17 was continued on October 9, 2017 to October 23, 2017. Applicant requests that the Ordinance be held until November 13, 2017, and staff has no objections.**

**For Introduction**

(P6) **Ordinance 103-O-17, Special Use Permit for Planned Development Located at 1450-1508 Sherman Avenue in the D4 Downtown Transition District**

The Plan Commission and staff recommend adoption of Ordinance 103-O-17 for approval of the Planned Development to construct a 15-story, 273-unit residential building with 6,800 square feet of ground floor commercial space, and 200 parking spaces. The Plan Commission’s recommendation was based on a previous version of the development plan for a 16-story, 286-unit residential building with 9,321 square feet of ground floor commercial space, and 186 parking spaces located at 1450-1508 Sherman Avenue. The development includes four (4) site development allowances. The Ordinance was held on October 9, 2017 until October 23, 2017, and the corresponding transmittal memorandum has been updated to reflect the revised proposal.

**For Introduction**

**IV. ITEMS FOR DISCUSSION**

**V. COMMUNICATIONS**

**VI. ADJOURNMENT**
Planning & Development Committee Meeting
Minutes of October 9, 2017
7:15 p.m.
James C. Lytle Council Chambers - Lorraine H. Morton Civic Center


STAFF PRESENT: J. Leonard, M. Masoncup, S. Flax

OTHERS PRESENT:

PRESIDING OFFICIAL: Ald. Wynne

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN RAINEY, CHAIR
A quorum being present, Ald. Wynne called the meeting to order at 7:48 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF SEPTEMBER 25, 2017
Ald. Rue Simmons moved to approve the minutes of the September 25, 2017 meeting, seconded by Ald. Wilson.

The committee voted unanimously 7-0, to approve the September 25, 2017 minutes.

III. ITEM FOR CONSIDERATION

(P1) Granting Vacation Rental License to 2120 Madison Place
Staff recommends approval of a Vacation Rental License for the property located at 2120 Madison Place. The Vacation Rental meets all of the Standards and Procedures for license approval.

For Action

Residents of Madison Place expressed safety concerns. The neighbors also stated that the property was listed on the market, so how could a license be approved.

Ald. Rue Simmons requested staff explain the different regulations between various short term rentals.

At the request of Ald. Rainey, Michelle Masoncup, Deputy City Attorney, stated that the ordinance to allow vacation rental licenses was passed in 2013.

Ald. Rainey asked if the neighbors had noticed any problems related to crime with renters at the property in question. The neighbors had no knowledge that a bedroom was being rented until this meeting.
Ald. Wilson confirmed with Ms. Masoncup that the licenses must be renewed each year, and encouraged neighbors to report any problems with short term rentals in their neighborhood.

Ald. Fiske voiced support for holding the decision and encouraged neighbors to discuss concerns amongst themselves.

At the request of Ald. Rainey, the applicant explained that he started Airbnb at his property in June 2017. He called the City of Evanston to find out if there was a permitting process, and was informed of the 2013 vacation rental ordinance. He explained that he sent out a letter to 50 neighbors in advance of the September 25 Planning & Development Committee Meeting. Following a postponement, the City sent out a second round of public notices.

Ald. Wynne, on behalf of the Committee, asked that the applicant to discuss his proposal with his neighbors before the next meeting, October 23, 2017.

Ald. Rainey moved to hold the item in committee, seconded by Ald. Rue Simmons. The item was held in committee until the next meeting, October 23, 2017.

**Ordinance 88-O-17, Granting a Special Use for a Type 2 Restaurant, Nic’s Organic Fast Food, a Drive-Through, Active Ground-Floor Use, & Major Zoning Relief at 2628 Gross Point Rd.**

The Zoning Board of Appeals and City staff recommend adoption of Ordinance 88-O-17 granting special use approval for a Type 2 Restaurant, Nic’s Organic Fast Food, a Drive-Through facility, a Type 2 Restaurant as an Active Ground-Floor Use, and major zoning relief for a 20’ rear yard setback, reduced pedestrian areas fronting Crawford Ave. and Gross Point Rd., and reduced fenestration/sill height on the Crawford Ave. façade, at 2628 Gross Point Rd. The applicant has complied with all other zoning requirements, and meets all of the standards for special use and major variation in the B1a Business District and the oCSC Central Street Overlay District.

**For Introduction**

Joshua Huppert, 2630 Crawford, expressed concerns about parking. The neighbors are concerned that customers and employees will park on the street.

**Ald. Wilson moved to introduce Ordinance 88-O-17, seconded by Ald. Fiske.**

Ald. Suffredin echoed the concerns over parking, and stated that the applicant has not met the neighbors’ request. Without an enforceable parking agreement, he cannot support the ordinance.

Ald. Fiske expressed concern over the intensity of the use, loading spaces,
access, and impact on the neighborhood.

Ald. Wilson is aware of the parking issues and sees the business as primarily a drive thru restaurant.

Ald. Rainey asked if there were conditions under which an enforceable parking agreement could be crafted.

Ben Britton, the applicant and CEO of Nic’s Organic, explained that he has worked to obtain a parking agreement with the owner of Sarkis’ Café. However, Ald. Suffredin explained that that agreement is not legally binding because Sarkis’ does not own the lot.

Ald. Rue Simmons moved to hold Ordinance 88-O-17, seconded by Ald. Wilson. Ordinance 88-O-17 was held in Committee until October 23, 2017.

Ald. Wynne asked that Mr. Britton discuss with Ald. Suffredin the importance of having an enforceable parking agreement with the owner of the lot prior to the next meeting.

(P3) Ordinance 103-O-17, Special Use Permit for Planned Development
Located at 1450-1508 Sherman Avenue in the D4 Downtown Transition District

The Plan Commission and staff recommend adoption of Ordinance 103-O-17 for approval of the Planned Development to construct a 16-story, 286-unit residential building with 9,321 square feet of ground floor commercial space, and 186 parking spaces located at 1450-1508 Sherman Avenue. The development includes six (6) site development allowances.

For Introduction

Public comment period opened.

A representative of Interfaith Action of Evanston, expressed neither support for or against the development, but would like to see the affordable housing ordinance improved to encourage the construction of units opposed to paying the in lieu fee.

Steve Cohen, 1570 Elmwood, has experienced impact such as road closures due to recent construction. He is concerned that restaurants on Sherman will be negatively impacted during construction.

Jennifer Grandy, homeowner at the 1500 block of Maple, voiced support for the development in order to progress economic development. Others commented on the critical mass of foot traffic needed in order to create a walkable, vibrant downtown. A restaurant owner also supported the development. The owner of Tommy Nevin’s Pub stated the business is about to close. Another resident spoke to the potential increased business
opportunities.

The Mickelson’s, who live a couple hundred yards away, believe the development does not represent a transition and stands out too much. Another resident was concerned about new firefighting equipment that would be needed.

Brook Harper, a recent transplant, expressed concerned about bringing more cars into downtown.

Carl Lemaine, 822 Colfax, moved to Evanston with his wife because of the charming architecture, which he believes is Evanston’s strength. He believes that the Albion project is not aligned with this strength.

Sari Kadison-Shapiro, who lives at the corner of Lake and Elmwood, wants the City to follow the transitional zoning adopted in the 2009 Downtown Plan. And believes her home, not included in any historic district, is vulnerable to redevelopment.

Barbara White, who lives within 1000 feet, is worried that approving the project will set a precedent of overly-generous zoning variations. Another resident believed the variances were too extreme and too friendly to the developer, which could signal to the development community that Evanston’s planning and zoning lacks implementation.

Marilyn Ruiz, a downtown resident at Sherman and Davis, supports the project and looks forward to meeting new neighbors in her downtown neighborhood.

The owner of Prairie Moon expressed support for the project and plans to relocate into the new space on the ground floor.

Alan Ramsier, 1407 Elmwood, is concerned about the lack of parking and believes there will be overflow parking on his street.

Adam Chiss, resident of Ward 3, is concerned about the character of the neighborhood and opposes the development.

Public comment period closed.

Donna Pugh, of Foley and Lardner, the applicant’s attorney, introduced the development team. Jason Kane, the President of Albion, introduced the company. Andrew Yule, of Albion, explained the proposed development, including the need for variations related to height, FAR, and parking. He also discussed how he worked with the community and City staff to alter design. Paul Alessandro, of HPA, the architect, discussed the design, site plan, and floor plan of the building. Ted Wolff, of Wolff Landscape Architecture, discussed the pocket park, which will be a public park. He also discussed the
streetscape on Sherman Avenue, and how it meets Evanston’s streetscape standards.

Andrew Yule discussed affordable housing, and how a plan to opt for the fee in lieu transformed into providing units on site through the public process. As a long-term owner of the property Mr. Yule stated that Albion is committed to starting a conversation around the affordable housing crisis in Evanston. Mr. Yule further discussed other public benefits such as maintaining Harper Park and transit viaducts adjacent to the site.

Claire Kelly, representing over 1800 petitioners opposed to the development, expressed concern related to zoning issues, housing segregation, environmental LEED concerns, and incompatible design and scale.

Seth Weinberger, former Chair of the Zoning Board of Appeals, expressed concerns with the ziggurat setback, particularly on the south part of the site, and the FAR allowance related to the narrowness of the site. He also questioned the value of the community benefits received in return.

Greg Williams, a local architect and planning specialist, expressed concerns with circulation and loading of retail spaces, and proposed an alternative design and floor plan.

Seth Friedman, a former Evanston Plan Commissioner, who helped adopt the Downtown Plan in 2009, opposed the project due to the scale.

Darlene Cannon discussed fair housing issues. Ms. Cannon stated that Evanston has enough small luxury units, and adding more of such units will increase rents and cause the community to become less diverse.

Ms. Pugh stated that numerous people who signed the petition do not live in Evanston. Andrew Yule stated that there was never a comment of race as to who could live in the building.

Ald. Rainey asked Sarah Flax, Housing & Grants Administrator, to clarify whether this development would be in violation of the Fair Housing Act. Ms. Flax confirmed that approval of this project would not violate the Fair Housing Act.

**Ald. Wynne moved to introduce Ordinance 103-O-17, seconded by Ald. Rainey.**

Ald. Wilson stated solutions to affordability crisis include increasing the supply of housing and reducing lengthy regulatory restrictions. The proposed building accomplishes this, and does not seem to affect Evanston’s segregation problem. He also encouraged residents to back up claims with evidence.
Ald. Fiske expressed concerns over the public accessibility of the pocket park competing with the restaurant seating. Andrew Yule explained that the intent is for the public, and the restaurant seating will only be allowed on a restricted area with a planter separating the uses. Ald. Fiske was also concerned with the ziggurat setback on the south of the site. She was also concerned with retail vacancies in Evanston, and does not wish to see empty retail spaces on the ground floor of this project. Moreover, she is concerned with community character of the downtown and not asking enough of the development community.

Ald. Rainey stated that some of the public comments expressed were false. She believes that 15 units of affordable housing in Evanston is a historical opportunity. She also stated that the merchants are in favor, and this is the only way to remediate the environmental contamination. Ald. Rainey believes the change in Evanston’s character is inevitable and for the better, and that foot traffic is necessary to sustain local businesses.

Ald. Rue Simmons stated that the affordable housing goals have been met by providing 15 units. She also stated the $60,000 Divvy Station could be used for something more beneficial. She would like to see local hires, minority and women hires, and an opportunity, if possible, for current Evanston residents to live in the affordable units.

Sarah Flax confirmed that priority will be given to people who currently live and work in Evanston for renting affordable units.

Ald. Revelle believes the area does need redevelopment and appreciates the construction of new affordable units. She expressed excitement over the partnership with ETHS benefit. However, she is concerned about the scale of the building as it relates to the transition of downtown development, as well as the ziggurat setback on the south end of the site.

Ald. Wilson stated that the character of Evanston relates more to its people than its buildings, and would like a copy of the petition. He believes that more supply will help the affordability issue.

Ald. Wynne expressed concern with the mix of the affordable units, and believes the scale is too large for the site. She believes the narrowness and length of the site will create an imposing structure. She expressed concern about the precedent an approval might set for future development. Ald. Wynne challenged the community to present accurate information.

Ald. Wynne moved to hold Ordinance 103-O-17 in committee, seconded by Ald. Fiske. The Committee voted unanimously to hold Ordinance 103-O-17 until October 23, 2017.

IV. ITEM FOR DISCUSSION
There were no items for discussion.
V. COMMUNICATIONS
There were no communications.

VI. ADJOURNMENT
Ald. Wilson moved to adjourn, seconded by Ald. Rue Simmons.

The committee voted unanimously 7-0 to adjourn.

The meeting adjourned at 10:25 p.m.

Respectfully submitted,
Michael Janusek
For City Council meeting of October 23, 2017
Item P1
Business of the City by Motion - Vacation Rental License, 2120 Madison Pl.
For Action

Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Evonda Thomas-Smith, Health Department Director
Ellyn Golden, Environmental Health Licensing Coordinator
Melissa Klotz, Zoning Planner

Subject: Vacation Rental License for 2120 Madison Pl.

Date: October 10, 2017

Recommended Action:
Staff recommends approval of a Vacation Rental License for the property located at 2120 Madison Place. The Vacation Rental meets all of the Standards and Procedures for license approval. This item was held on October 9, 2017 until October 23, 2017.

Livability Benefits:
Built Environment: Support housing affordability
Economy & Jobs: Retain and expand local businesses

Summary:
2120 Madison Place is located on the south side of Madison Place between Grey Avenue and Hartrey Avenue in the R2 Single Family Residential District. The property features a single family residence. The Vacation Rental will be operated by the owner, Stephen B. Starr. The applicant proposes to operate a Vacation Rental, which meets the Standards and Procedures as required by Ordinance 50-O-13:

The proposed Vacation Rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other Vacation Rentals in the immediate neighborhood. Since there are no other licensed Vacation Rentals within the immediate area, there is no negative cumulative effect. Currently licensed Vacation Rentals include:

<table>
<thead>
<tr>
<th>Address</th>
<th>Property Type</th>
<th>Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1890 Maple Ave.</td>
<td>Multiple family mixed-use building (E2) – apartment 404E</td>
<td>January 5, 2018</td>
</tr>
<tr>
<td>1026 Garnett Pl.</td>
<td>Multiple family residence (4 units)</td>
<td>(license application currently in process)</td>
</tr>
</tbody>
</table>
The Vacation Rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties. The property in question is adjacent to similar single family residences. All property owners within 250’ of the subject property have been notified of the proposed Vacation Rental. Staff is not aware of objections from neighboring property owners.

The proposed Vacation Rental will comply with all the rules and regulations contained herein. The applicant has complied with all applicable rules and regulations, including notification to all property owners within 250’ of the subject property.

The proposed Vacation Rental is not likely to have an adverse effect upon the public health, welfare, or safety. The subject property does not feature any open zoning or property standards violations. City staff is not aware of any nuisance issues specific to the site that could become concerns if the property operates as a Vacation Rental.

Attachments:
Vacation Rental License Application – submitted August 22, 2017
Public Notice
Aerial View of Property
Vacation Rental Ordinance 50-O-13
VACATION RENTAL LICENSE APPLICATION

A property owner who seeks a Vacation Rental License shall submit a written application that contains all of the information requested below (City Code §5-9-4-(A), as amended).

PLEASE FILL IN ALL SECTIONS. IF APPROPRIATE, MARK “NOT APPLICABLE” OR “N/A.”

Dwelling Unit Address: 2120 Madison Place, Evanston, IL 60202

PIN: 10-24-307-019-000 Total # of dwelling units in the building: single family home

1. Unit Owners (If a partnership, corporation, or other entity, include its name and the name of the responsible party):

   Names: Stephen B. Starr

   Address including City, State, Zip Code: 2120 Madison Place, Evanston, IL 60202

   Phone(s): 847-644-2389 Email address(es): stephenbstarr@gmail.com

2. Name of natural person twenty-one (21) years of age or older, designated by the owner as the authorized agent for receiving notices of city code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner in connection with the enforcement of this code. The foregoing notwithstanding, this person may be between eighteen (18) and twenty-one (21) years of age provided that the applicant attaches, to this form, proof that said person has a valid realtor’s license issued pursuant to the Illinois Real Estate License Act, 225 ILCS 454/1-1 et seq., as amended. This person must maintain an office in Cook County, Illinois, or must actually reside within Cook County, Illinois. An owner who is a natural person and who meets the requirements of this subsection as to location of residence or office may designate himself/herself as agent:

   Name of Designated Agent for above purpose: Stephen B. Starr

   Address, including City, State, ZIP: 2120 Madison Place, Evanston, IL 60202

   Phone(s): 847-644-2389 Email address: stephenbstarr@gmail.com

3. Name of owner’s agent for the purpose of managing, controlling or collecting rents, and any other person who is not an owner but who controls such dwelling unit, if any:

   Name of Designated Agent for above purpose: Stephen B. Starr

   Address, including City, State, ZIP: 2120 Madison Place, Evanston, IL 60202

   Phone(s): 847-644-2389 Email address: stephenbstarr@gmail.com

4. Name of each company that provides an insurance policy for the dwelling unit:

   American Family Insurance Company

   Address, including City, State: 719 Chicago Avenue, Evanston, IL 60202

   Phone(s): 847-905-1905 Email address: tpachis@amfam.com

Please submit completed application and required documents to: Licensing, Dept. of Health & Human Services
2100 Ridge Ave., Evanston, IL 60201 or email to: egolden@cityofevanston.org
September 25, 2017

Dear Neighbor,

I am applying to gain a permit from the City of Evanston to use airbnb.com in my home at 2120 Madison Place.

Check out my listing!
https://www.airbnb.com/rooms/19412271?location=2120%20madison%20place%20evanston&s=2SxM4gCD

or just go to airbnb.com and type in 2120 Madison Place, Evanston.

The City of Evanston is placing this in the Vacation Rental License (City Code § 5-9-4) area and requires I send notice of this to a list of neighbors provided to me by the Zoning Division. That is why you are getting this notice.

The language required on this notice is as follows:

STEPHEN B. STARR
2120 MADISON PLACE
EVANSTON, IL 60202

has submitted an application for a Vacation Rental License (City Code § 5-9-4), which is scheduled for review during the public meetings of the Planning & Development Committee and Evanston City Council on Monday, October 9, 2017 at 7:15PM In City Council Chambers at:

Lorraine H. Morton Civic Center
2100 Ridge Avenue
Evanston, IL 60201
For inquiries about this application, please contact the Department of Health & Human Services
(847) 448-4311

Thank you for helping me comply with the City of Evanston. If you have any questions for me, please feel free to contact me.

Best regards,
Steve Starr
847-644-2389
CHAPTER 9 - VACATION RENTALS

SECTION:

5-9-1. - PURPOSE.

The purpose of this Chapter is to promote the public health, safety, and welfare by licensing the operation of vacation rentals within the City of Evanston.

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-2. - DEFINITIONS.

For the purposes of administering this Chapter, the following definition(s) shall apply:

| VACATION RENTAL: | A dwelling unit or portion thereof offered for rent for a period shorter than thirty (30) consecutive days to any person other than a member of the owner's family, as those terms are defined in Section 6-18-3 of this Code. The term "vacation rental" shall not include hotels or motels, licensed pursuant to Title 3, Chapter 2 of this Code, lodging establishments, licensed pursuant to Title 5, Chapter 2 of this Code, bed and breakfast establishments, licensed pursuant to Title 8, Chapter 19 of this Code, and/or home sharing in accord with Subsection 6-4-1-14-(B) of this Code. |

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-3. - LICENSE REQUIRED; LICENSE TERM; EXEMPTIONS.

(A) It shall be unlawful to operate a vacation rental within the City of Evanston without a current, valid license issued pursuant to the terms of this Chapter.

(B) Each license issued pursuant to this Chapter shall be valid for one (1) year, subject to renewal per Section 4 of this Chapter.

(C) Subsection (A) of this Section notwithstanding, no license shall be required to operate a vacation rental for no more than one (1) rental period per dwelling unit per twelve-month period for:

1. Any dwelling unit;
2. A rental agreement executed pursuant to or in conjunction with a contract to sell the dwelling unit containing the vacation rental;
3. Vacation rental guest(s) who is/are displaced from his/her/their own dwelling unit so that it may be renovated and/or repaired;
4. An operator who will suffer demonstrable hardship.

(Ord. No. 50-O-13, § 2, 6-10-2013)
5-9-4. - APPLICATION; NOTICE; STANDARDS AND PROCEDURES; RENEWAL; FEES.

(A) Applications. A property owner who seeks a vacation rental license pursuant to this Chapter shall submit a written application that contains all information required for a registration statement pursuant to Chapter 8 of this Title.

(B) Notice. Each application shall be accompanied by proof the applicant mailed notice thereof to all owners, whose addresses appear on the current tax assessment list, of real property located within a radius of two hundred fifty feet (250') of the subject property, inclusive of public streets, alleys and other public ways. The notice shall contain the applicant's name, the address of the subject property, the matter under consideration, and the date, time, and location of the relevant meeting of the Planning and Development Committee.

(C) Standards and Procedures for License Approval. The Planning and Development Committee will review all applications for vacation rentals and will report to the City Council upon each application with respect to the standards set forth below. The City Council after receiving said report, may refer the application back to that body for additional review, or, by motion, may approve, approve with conditions, or disapprove, an application for a vacation rental license, upon findings of fact with respect to each of the standards set forth below:

1. The proposed vacation rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other vacation rentals in the immediate neighborhood.
2. The vacation rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties.
3. The proposed vacation rental will comply with all the rules and regulations contained herein.
4. The proposed vacation rental is not likely to have an adverse effect upon the public health, welfare, or safety.

Regardless of its finding on any or all of the foregoing standards, the City Council may deny a vacation rental license upon a finding that such denial is in the public interest.

(D) Renewal. If a vacation rental license was issued for the prior year, the approval for a renewal license shall be obtained from the City Manager or his/her designee, provided the previously-issued license was not revoked or suspended, and the vacation rental did not receive citation(s) from any City Inspector or Police Officer during said prior calendar year. Every renewal application shall satisfy all requirements set forth in Section 4 of this Chapter.

(E) License Fee. The annual fee for a license issued pursuant to this Chapter shall be fifty dollars ($50.00).

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-5. - REQUIREMENTS AND STANDARDS.

(A) No vacation rental operator shall:

1. Rent or lease any vacation rental for any period of time shorter than twenty-four (24) consecutive hours;
2. Rent or lease any vacation rental more than once within any consecutive twenty-four-hour period measured from the commencement of one rental to the commencement of the next;
3. Advertise an hourly rate or any other rate for a vacation rental based on a rental period of fewer than twenty-four (24) consecutive hours; and/or
4. Serve or otherwise provide any food or beverage to any guest.
5. Cause or permit, by action or failure to act, the vacation rental or its use to suffer from and/or create any violation of the following portions of the City Code: Title 4, "Building Regulations"; Title 5, "Housing Regulations"; Title 6, "Zoning"; Title 8, "Health and Sanitation"; or Title 9, "Public Safety."

(B) Every vacation rental shall be subject to inspection by staff members of the City's Fire, Health, and Community and Economic Development Departments.

(C) Every vacation rental operator shall keep a register in which shall be entered the name of every guest and his/her arrival and departure dates. The operator shall make said register freely accessible to any officer of the City's Police, Fire, Health, and/or Community and Economic Development Departments.

(D) Every vacation rental operator shall post, in a conspicuous place within the vacation rental, the name and telephone number of the operator's authorized agent identified pursuant to Code Section 5-8-3(A)2.

(E) Any kitchen in a vacation rental shall be cleaned and sanitized between guests and all food and beverages shall be discarded. All dishes, utensils, pots, pans and other cooking utensils shall be cleaned and sanitized between guests.

(F) The operator of every vacation rental shall change supplied bed linens and towels therein at least once each week, and prior to the letting of any room to any new guest. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-6. - PENALTY.

(A) Any owner, tenant or other person who shall be found to have violated any of the provisions of this Chapter shall be guilty of an offense punishable as follows:

1. The fine for a first violation is two hundred dollars ($200.00).
2. The fine for a second violation is five hundred dollars ($500.00).
3. The fine for a third or subsequent violation is seven hundred fifty dollars ($750.00).

(B) Each day a provision of this Chapter is found to have been violated constitutes a separate violation subject to the fine schedule set forth in this Section.

(C) Any fines shall be debts due and owing to the City that the City may collect by any means allowed by law, including, but not limited to, filing a lien against the vacation rental or the premises containing the vacation rental.

(D) The fines provided for herein shall not be construed as limiting the power of a court of competent jurisdiction or an administrative hearing officer to impose other penalties and/or remedies as provided for by applicable legislation. In addition, a licensee found to have violated any provision of this Chapter may be subject to license revocation, suspension, or nonrenewal.

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-7. - REVOCATION; SUSPENSION; PROCEDURES.

(A) The City Manager may revoke or suspend a license issued pursuant to the terms of this Chapter for any of the following reasons:

1. If the owner of the relevant vacation rental or his/her agent violates any of the terms of this Chapter;
2. If the owner of the vacation rental or his/her agent is deemed to have maintained a nuisance premises therein, in violation of Section 9-5-4 of this Code;

3. If, pursuant to Title 4, Chapter 16 of the City Code, the Director of Community and Economic Development ("Director") deems the vacation rental, or the premises wherein it is located, to be a vacant building, as defined therein; and/or

4. If the City or other governmental agency condemns the vacation rental or the premises wherein it is located.

(B) Not less than fourteen (14) business days prior to a revocation hearing for a license issued pursuant to the terms of this Chapter, the Director shall send, via First Class U.S. mail, a notice of revocation hearing to the owner or his/her authorized agent at the address provided on the most recent license application. Notice shall be sufficient if sent to the address of the authorized agent indicated on the license application. Said notice shall include the following:

1. Description of the vacation rental, sufficient for identification;
2. A statement that the license is subject to revocation;
3. A statement of the reasons for the revocation;
4. The date and time upon which a revocation hearing shall occur; and
5. The location for said revocation hearing.

(C) If the Director certifies to the City Manager that he/she has reason to believe that immediate suspension of the license is necessary to prevent the threat of immediate harm to the community, the City Manager may, upon the issuance of a written order stating the reason for such conclusion and without notice or hearing, order the license suspended for not more than seven (7) days. The City Manager may extend the suspension during the pendency of a hearing upon a written determination that doing so is necessary to prevent the aforesaid harm to the community.

(D) Hearings shall be conducted by the City Manager in accordance with procedures drafted by the Corporation Counsel.

(E) Within ten (10) business days after the close of the hearing, the City Manager shall issue a written decision that shall constitute a final determination for purposes of judicial review pursuant to the Illinois Administrative Review Law, 735 ILCS 5/3-101 et seq., as amended. In reaching a decision, the City Manager may consider any of the following:

1. The nature of the violation;
2. The nature and extent of the harm caused by the licensee's action or failure to act;
3. The factual situation and circumstances surrounding the violation;
4. Whether or not the action or failure to act was willful;
5. The record of the licensee with respect to violations.

(F) A licensee whose license has been revoked shall not be eligible to reapply for a new license.

(Ord. No. 50-O-13, § 2, 6-10-2013)
For City Council meeting of October 23, 2017
Business of the City by Motion - Vacation Rental License, 1612 Main St.
For Action

Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Evonda Thomas-Smith, Health Department Director
Ellyn Golden, Environmental Health Licensing Coordinator
Melissa Klotz, Zoning Planner
Nancy Fawakhiri, Planning & Zoning Intern

Subject: Vacation Rental License for 1612 Main St.

Date: October 12, 2017

Recommended Action:
City staff recommends approval of a Vacation Rental License for the property located at 1612 Main Street. The Vacation Rental meets all of the Standards and Procedures for license approval.

Summary:
1612 Main Street is located on the south side of Main St. between Florence Ave. and Dewey Ave. in the R3 Two-Family Residential District. The property features three single-family attached residences (townhomes), with 1612 Main St. closest to the rear of the property. The Vacation Rental will be operated by the property owner, James Borchik. The proposed Vacation Rental meets the Standards and Procedures as required by Ordinance 50-O-13:

The proposed Vacation Rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other Vacation Rentals in the immediate neighborhood. Since there are no other licensed Vacation Rentals within the immediate area, there is no negative cumulative effect. Currently licensed Vacation Rentals include:

<table>
<thead>
<tr>
<th>Address</th>
<th>Property Type</th>
<th>Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1890 Maple Ave.</td>
<td>Multiple family mixed-use building (E2) – apartment 404E</td>
<td>January 5, 2018</td>
</tr>
<tr>
<td>2120 Madison St.</td>
<td>Multiple family residence (4 unit)</td>
<td>(license application currently in process)</td>
</tr>
</tbody>
</table>
The Vacation Rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties. The property is surrounded by similar single family attached and detached residences and two-family residences. All property owners within 250’ of the subject property have been notified of the proposed Vacation Rental. Staff is not aware of objections from neighboring property owners.

The proposed Vacation Rental will comply with all the rules and regulations contained herein. The applicant has complied with all applicable rules and regulations, including notification to all property owners within 250’ of the subject property.

The proposed Vacation Rental is not likely to have an adverse effect upon the public health, welfare, or safety. The subject property does not feature any open zoning or property standards violations. City staff is not aware of any nuisance issues specific to the site that could become concerns if the property operates as a Vacation Rental. Additionally, the Health and Human Services Department requires an inspection of life safety issues prior to issuing a license.

Attachments:
Vacation Rental License Application – submitted September 21, 2017
Public Notice – mailed September 29, 2017
Aerial View of Property
Vacation Rental Ordinance 50-O-13
VACATION RENTAL LICENSE APPLICATION

A property owner who seeks a Vacation Rental License shall submit a written application that contains all of the information requested below (City Code §5-9-4-(A), as amended).

PLEASE FILL IN ALL SECTIONS. IF APPROPRIATE, MARK "NOT APPLICABLE" OR "N/A."

Dwelling Unit Address: 1612 Main St

PIN: 10-24-401-042-0000

Total # of dwelling units in the building: 1

1. Unit Owners (If a partnership, corporation, or other entity, include its name and the name of the responsible party):

Names: James L Borchik Jr and Kinzi N Borchik

Address including City, State, Zip Code: 1612 Main St, Evanston, IL 60202

Phone(s): 330-620-6119

Email address(es): james.borchik@gmail.com

260-729-1364

kinzi.borchik@gmail.com

2. Name of natural person twenty-one (21) years of age or older, designated by the owner as the authorized agent for receiving notices of city code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner in connection with the enforcement of this code. The foregoing notwithstanding, this person may be between eighteen (18) and twenty-one (21) years of age provided that the applicant attaches, to this form, proof that said person has a valid realtor's license issued pursuant to the Illinois Real Estate License Act, 225 ILCS 454/1-1 et seq., as amended. This person must maintain an office in Cook County, Illinois, or must actually reside within Cook County, Illinois. An owner who is a natural person and who meets the requirements of this subsection as to location of residence or office may designate himself/herself as agent:

Name of Designated Agent for above purpose: James Borchik

Address, including City, State, ZIP: 1612 Main St, Evanston, IL 60202

Phone(s): 330-620-6119

Email address: james.borchik@gmail.com

3. Name of owner's agent for the purpose of managing, controlling or collecting rents, and any other person who is not an owner but who controls such dwelling unit, if any:

Name of Designated Agent for above purpose: 

Address, including City, State, ZIP:

Phone(s):

Email address:

4. Name of each company that provides an insurance policy for the dwelling unit:

Encompass

Address, including City, State, ZIP: 2775 Sanders Rd, Northbrook, IL 60062

Phone(s): 600-589-7400

Email address:

Please submit completed application and required documents to: Licensing, Dept. of Health & Human Services
2100 Ridge Ave., Evanston, IL 60201 or email to: egolden@cityofevanston.org
NOTICE
JAMES AND KINZI BORCHIK
1612 MAIN ST
EVANSTON, IL 60202
330-620-6119
JAMES.BORCHIK@GMAIL.COM

JAMES AND KINZI BORCHIK have submitted an application for a Vacation Rental License (City Code § 5-9-4),
which is scheduled for review during the public meetings of
the Planning & Development Committee
and Evanston City Council

on OCTOBER 23 at 7:15 PM
in City Council Chambers
at Lorraine H. Morton Civic Center
2100 Ridge Avenue
Evanston, IL 60201.

For inquiries about this application, please contact the Department of Health & Human Services (847) 448-4311.

NOTE TO OUR NEIGHBORS:
We intend to use this license only for occasional vacation rentals (5-6 weekends per year) when we travel
by listing our property on Airbnb. Please contact us with questions. Thank you!
Jamie and Kinzi Borchik
CHAPTER 9 - VACATION RENTALS

SECTION:

5-9-1. - PURPOSE.

The purpose of this Chapter is to promote the public health, safety, and welfare by licensing the operation of vacation rentals within the City of Evanston.

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-2. - DEFINITIONS.

For the purposes of administering this Chapter, the following definition(s) shall apply:

| VACATION RENTAL: | A dwelling unit or portion thereof offered for rent for a period shorter than thirty (30) consecutive days to any person other than a member of the owner’s family, as those terms are defined in Section 6-18-3 of this Code. The term "vacation rental" shall not include hotels or motels, licensed pursuant to Title 3, Chapter 2 of this Code, lodging establishments, licensed pursuant to Title 5, Chapter 2 of this Code, bed and breakfast establishments, licensed pursuant to Title 8, Chapter 19 of this Code, and/or home sharing in accord with Subsection 6-4-1-14-(B) of this Code. |

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-3. - LICENSE REQUIRED; LICENSE TERM; EXEMPTIONS.

(A) It shall be unlawful to operate a vacation rental within the City of Evanston without a current, valid license issued pursuant to the terms of this Chapter.

(B) Each license issued pursuant to this Chapter shall be valid for one (1) year, subject to renewal per Section 4 of this Chapter.

(C) Subsection (A) of this Section notwithstanding, no license shall be required to operate a vacation rental for no more than one (1) rental period per dwelling unit per twelve-month period for:

1. Any dwelling unit;
2. A rental agreement executed pursuant to or in conjunction with a contract to sell the dwelling unit containing the vacation rental;
3. Vacation rental guest(s) who is/are displaced from his/her/their own dwelling unit so that it may be renovated and/or repaired;
4. An operator who will suffer demonstrable hardship.

(Ord. No. 50-O-13, § 2, 6-10-2013)
5-9-4. - APPLICATION; NOTICE; STANDARDS AND PROCEDURES; RENEWAL; FEES.

(A) Applications. A property owner who seeks a vacation rental license pursuant to this Chapter shall submit a written application that contains all information required for a registration statement pursuant to Chapter 8 of this Title.

(B) Notice. Each application shall be accompanied by proof the applicant mailed notice thereof to all owners, whose addresses appear on the current tax assessment list, of real property located within a radius of two hundred fifty feet (250') of the subject property, inclusive of public streets, alleys and other public ways. The notice shall contain the applicant's name, the address of the subject property, the matter under consideration, and the date, time, and location of the relevant meeting of the Planning and Development Committee.

(C) Standards and Procedures for License Approval. The Planning and Development Committee will review all applications for vacation rentals and will report to the City Council upon each application with respect to the standards set forth below. The City Council after receiving said report, may refer the application back to that body for additional review, or, by motion, may approve, approve with conditions, or disapprove, an application for a vacation rental license, upon findings of fact with respect to each of the standards set forth below:

1. The proposed vacation rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other vacation rentals in the immediate neighborhood.
2. The vacation rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties.
3. The proposed vacation rental will comply with all the rules and regulations contained herein.
4. The proposed vacation rental is not likely to have an adverse effect upon the public health, welfare, or safety.

Regardless of its finding on any or all of the foregoing standards, the City Council may deny a vacation rental license upon a finding that such denial is in the public interest.

(D) Renewal. If a vacation rental license was issued for the prior year, the approval for a renewal license shall be obtained from the City Manager or his/her designee, provided the previously-issued license was not revoked or suspended, and the vacation rental did not receive citation(s) from any City Inspector or Police Officer during said prior calendar year. Every renewal application shall satisfy all requirements set forth in Section 4 of this Chapter.

(E) License Fee. The annual fee for a license issued pursuant to this Chapter shall be fifty dollars ($50.00).

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-5. - REQUIREMENTS AND STANDARDS.

(A) No vacation rental operator shall:

1. Rent or lease any vacation rental for any period of time shorter than twenty-four (24) consecutive hours;
2. Rent or lease any vacation rental more than once within any consecutive twenty-four-hour period measured from the commencement of one rental to the commencement of the next;
3. Advertise an hourly rate or any other rate for a vacation rental based on a rental period of fewer than twenty-four (24) consecutive hours; and/or
4. Serve or otherwise provide any food or beverage to any guest.
5. Cause or permit, by action or failure to act, the vacation rental or its use to suffer from and/or create any violation of the following portions of the City Code: Title 4, "Building Regulations"; Title 5, "Housing Regulations"; Title 6, "Zoning"; Title 8, "Health and Sanitation"; or Title 9, "Public Safety."

(B) Every vacation rental shall be subject to inspection by staff members of the City's Fire, Health, and Community and Economic Development Departments.

(C) Every vacation rental operator shall keep a register in which shall be entered the name of every guest and his/her arrival and departure dates. The operator shall make said register freely accessible to any officer of the City's Police, Fire, Health, and/or Community and Economic Development Departments.

(D) Every vacation rental operator shall post, in a conspicuous place within the vacation rental, the name and telephone number of the operator's authorized agent identified pursuant to Code Section 5-8-3(A)2.

(E) Any kitchen in a vacation rental shall be cleaned and sanitized between guests and all food and beverages shall be discarded. All dishes, utensils, pots, pans and other cooking utensils shall be cleaned and sanitized between guests.

(F) The operator of every vacation rental shall change supplied bed linens and towels therein at least once each week, and prior to the letting of any room to any new guest. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-6. - PENALTY.

(A) Any owner, tenant or other person who shall be found to have violated any of the provisions of this Chapter shall be guilty of an offense punishable as follows:

1. The fine for a first violation is two hundred dollars ($200.00).
2. The fine for a second violation is five hundred dollars ($500.00).
3. The fine for a third or subsequent violation is seven hundred fifty dollars ($750.00).

(B) Each day a provision of this Chapter is found to have been violated constitutes a separate violation subject to the fine schedule set forth in this Section.

(C) Any fines shall be debts due and owing to the City that the City may collect by any means allowed by law, including, but not limited to, filing a lien against the vacation rental or the premises containing the vacation rental.

(D) The fines provided for herein shall not be construed as limiting the power of a court of competent jurisdiction or an administrative hearing officer to impose other penalties and/or remedies as provided for by applicable legislation. In addition, a licensee found to have violated any provision of this Chapter may be subject to license revocation, suspension, or nonrenewal.

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-7. - REVOCATION; SUSPENSION; PROCEDURES.

(A) The City Manager may revoke or suspend a license issued pursuant to the terms of this Chapter for any of the following reasons:

1. If the owner of the relevant vacation rental or his/her agent violates any of the terms of this Chapter;
2. If the owner of the vacation rental or his/her agent is deemed to have maintained a nuisance premises therein, in violation of Section 9-5-4 of this Code;

3. If, pursuant to Title 4, Chapter 16 of the City Code, the Director of Community and Economic Development ("Director") deems the vacation rental, or the premises wherein it is located, to be a vacant building, as defined therein; and/or

4. If the City or other governmental agency condemns the vacation rental or the premises wherein it is located.

(B) Not less than fourteen (14) business days prior to a revocation hearing for a license issued pursuant to the terms of this Chapter, the Director shall send, via First Class U.S. mail, a notice of revocation hearing to the owner or his/her authorized agent at the address provided on the most recent license application. Notice shall be sufficient if sent to the address of the authorized agent indicated on the license application. Said notice shall include the following:

1. Description of the vacation rental, sufficient for identification;
2. A statement that the license is subject to revocation;
3. A statement of the reasons for the revocation;
4. The date and time upon which a revocation hearing shall occur; and
5. The location for said revocation hearing.

(C) If the Director certifies to the City Manager that he/she has reason to believe that immediate suspension of the license is necessary to prevent the threat of immediate harm to the community, the City Manager may, upon the issuance of a written order stating the reason for such conclusion and without notice or hearing, order the license suspended for not more than seven (7) days. The City Manager may extend the suspension during the pendency of a hearing upon a written determination that doing so is necessary to prevent the aforesaid harm to the community.

(D) Hearings shall be conducted by the City Manager in accordance with procedures drafted by the Corporation Counsel.

(E) Within ten (10) business days after the close of the hearing, the City Manager shall issue a written decision that shall constitute a final determination for purposes of judicial review pursuant to the Illinois Administrative Review Law, 735 ILCS 5/3-101 et seq., as amended. In reaching a decision, the City Manager may consider any of the following:

1. The nature of the violation;
2. The nature and extent of the harm caused by the licensee's action or failure to act;
3. The factual situation and circumstances surrounding the violation;
4. Whether or not the action or failure to act was willful;
5. The record of the licensee with respect to violations.

(F) A licensee whose license has been revoked shall not be eligible to reapply for a new license.

(Ord. No. 50-O-13, § 2, 6-10-2013)
Memorandum

To: Honorable Mayor and Members of the City Council

From: Johanna Leonard, Community Development Director
Sarah Flax, Housing and Grants Administrator
Savannah Clement, Housing Policy and Planning Analyst
Jessica Wingader, Grants and Compliance Specialist

Subject: Resolution 82-R-17, Accept Planning Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning for the 2020-2024 Assessment of Fair Housing

Date: October 18, 2017

Recommended Action:
The Housing and Community Development Act Committee and staff recommend approval by City Council of Resolution 82-R-17 to Accept Planning Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning (CMAP) for the 2020-2024 Assessment of Fair Housing (AFH). The City is required to perform an AFH prior to its 2020-2024 Consolidated Plan in order to continue to receive its federal entitlement grants. The City would contribute $13,000 of the total AFH budget of $287,000.

Funding Source:
The AFH will be funded from the City’s Community Development Block Grant (CDBG) under CDBG Administration, Account 215.21.5220.62490. The first payment of $6,500 would be from the City’s 2017 or 2018 CDBG grant, and the final payment from its 2018 or 2019 CDBG grant depending on timing of invoices.

Livability Benefits:
Built Environment: Support housing affordability, and provide compact and complete streets and neighborhoods;

Economy & Jobs: Expand job opportunities;

Equity & Empowerment: Ensure equitable access to community benefits, support quality human service programs, and support poverty prevention and alleviation.
The US Department of Housing and Urban Development (HUD) encourages grantees to collaborate on a regional AFH to realize cost efficiencies and to more effectively define and address equitable access to housing on a regional scale. The City contracted with Mullin and Lonergan Associates for an Analysis of Impediments to Fair Housing Choice in 2012 that was completed in 2014 for a total cost of $24,990.

The Cook County regional AFH is a collaboration of up to thirteen entitlement communities and six public housing authorities (PHAs); staff support will be provided by CMAP. Cook County includes 21 different entitlement grantees and housing authorities that are required by HUD to produce an AFH to comply with the new Fair Housing Rule that went into effect in 2015. HUD is encouraging the development of a regional AFH for Cook County to more effectively identify barriers to fair housing and assess equity of access to housing on a cross-jurisdictional basis and for cost efficiencies. Cook County will be the lead entity and CMAP will provide technical assistance to develop the AFH and oversee the participation of other civic organizations including the Chicago Fair Housing Alliance and the Metropolitan Planning Council. A Project Team composed of CMAP, participating civic organizations, one Cook County representative, one City of Chicago representative, one Chicago Housing Authority representative, one Housing Authority of Cook County representative, one municipal PHA, and one municipal entitlement will comprise the Project Team. A Steering Committee that represents the many parties involved in the AFH will provide feedback to the Project Team throughout the process.

The scope of work is outlined below:

- Approval of participation by Resolution by all parties by November 1, 2017 and notification to HUD of all parties participating in the regional AFH by CMAP
- Public Outreach (Q1 2018 – Q4 2019) including:
  - Online surveys and other activities to assess fair housing concerns throughout the region
  - Seven workshops throughout the county with “meeting in a box” materials
  - Outreach training to partners to ensure participation from a wide array of stakeholders
  - Topical focus groups
  - Outreach to a list of 17 groups highlighted by HUD
  - Dedicated website developed by CMAP
- Existing Conditions Analyses (Q4 2017 – Q3 2018) that summarize patterns of segregation, identify Racially or Ethnically Concentrated Areas of Poverty, disparities in access to opportunity, disproportionate housing needs, publicly supported housing and factors that affect its location, demographics, etc., and the capacity of individual jurisdictions to conduct fair housing outreach and enforcement
  - County wide analysis by Project Team
  - Individual analyses by each grantee and PHA
- Plan Development (Q2 2018 – Q2 2019):
  - Key Recommendations Memo
  - Draft Plan, including graphic design
  - Open Houses and comment period
• Public Hearings
  • Plan Approval by each participating grantee and PHA and Adoption (Q2 2019 – Q4 2019)
  • Submission of AFH to HUD by January 5, 2020

A detailed description of the scope of work is attached, as well as the Intergovernmental Memorandum of Understanding and Intergovernmental Agreement.

The official HUD due date for submission of the regional AFH will be January 5, 2020 and is based on Cook County’s Federal grant year of October 1 – September 30, which is nine months later than the City of Evanston’s grant year. Because of this, the City of Evanston may not have the final AFH before November 17, 2019, which is 45 days prior to the start of our FY 2020 and the standard submission date for our Consolidated Plan and Action Plan. As a result, the City may have to amend its 2020-2024 Consolidated Plan within twelve months following the date of HUD acceptance of the regional AFH if there are new strategies and proposed actions to address the fair housing goals, issues and other elements identified the final regional AFH. Because HUD has advised grantees not to submit consolidated plans until the grant allocations have been made for the first fiscal year covered by the plan, it is impossible to predict when the City’s 2020-2024 Consolidated Plan will be submitted. In recent years, grant allocations have been released between December and June, so from two to nine months after the October 1 federal fiscal year start.

Legislative History:
Housing and Community Development Act Committee voted unanimously to recommend that City Council approve Resolution 82-R-17 to Accept Planning Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning for the 2020-2024 Assessment of Fair Housing at its meeting on October 23, 2017.

At the June 27, 2017 Housing and Community Development Act Committee meeting, staff provided an overview of the plan for a Chicago-Cook County Assessment of Fair Housing and the benefits to the City from participating in it, including reduced cost, estimated at $13,000 versus $25,000 or more to do a standalone AFH, and a more effective analysis as housing is a regional issue. If the regional AFH is approved by HUD, a specific proposal for Evanston to join the county-wide assessment would be brought to the committee.

Attachments:
• Resolution 82-R-17 to Accept Planning Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning for the 2020-2024 Assessment of Fair Housing
• Chicago-Cook County Assessment of Fair Housing Scope
• Intergovernmental Memorandum of Understanding for the 2020-2024 Assessment of Fair Housing
• Intergovernmental Agreement for Assessment of Fair Housing
A RESOLUTION

To Accept Planning Staff Assistance Services Delivered By the Chicago Metropolitan Agency for Planning For the 2020 – 2024 Assessment of Fair Housing

WHEREAS, the City of Evanston wishes to produce an Assessment of Fair Housing (AFH) in conjunction with the other parties referenced in the Intergovernmental Memorandum of Understanding; and

WHEREAS, the City of Evanston wants to work with the Chicago Metropolitan Agency for Planning (CMAP) and its partners, the Metropolitan Planning Council and the Chicago Area Fair Housing Alliance, to produce a joint/regional AHF; and

WHEREAS, the City of Evanston and CMAP have agreed on the general contents of the attached Intergovernmental Agreement (IGA) and a Scope of Services that will guide staff assistance services to be provided by CMAP; and

WHEREAS, the City Council has determined that entering into this IGA with CMAP for production of a 2020 – 2024 AFH would further the City’s long term goals to plan and address fair housing issues in the City of Evanston,

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

SECTION 1: The foregoing recitals are found as fact and made a part hereof.
SECTION 2: The City of Evanston supports this project to create a comprehensive assessment on fair housing issues going forward in the 2020 – 2024 Assessment of Fair Housing.

SECTION 3: The City of Evanston accepts the offer of staff assistance services by CMAP and recognizes that these services are provided for the purpose of producing a joint/regional AFH.

SECTION 4: The City Council authorizes the City Manager to designate staff to finalize and execute an intergovernmental agreement with an attached Scope of Services with CMAP as well as an Intergovernmental Memorandum of Understanding with all other AFH parties.

SECTION 5: The City of Evanston recognizes that provisions that govern the administration of staff assistance services, and, if necessary, the discontinuance of such services, are included in the Intergovernmental Agreement and the Intergovernmental Memorandum of Understanding.

SECTION 6: This Resolution 82-R-17 shall be in full force and effect from and after its passage and approval in the manner provided by law.

_______________________________
Stephen H. Hagerty, Mayor

Attest:

_______________________________
Devon Reid, City Clerk

Adopted: ________________, 2017
EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
Intergovernmental Agreement
For
Assessment of Fair Housing

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the City of Evanston, 2100 Ridge Avenue, Evanston, IL 60201 herein called the GOVERNMENTAL BODY.

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-4 herein and any Appendices thereto.

For the GOVERNMENTAL BODY:

_________________________ _________________________________ __________
Signature Type or Print Name of Authorized Representative Date
Attest:

_________________________ _________________________________ __________
Signature Type or Print Name Date

For CMAP:

_________________________ _________________________________ __________
Joseph C. Szabo Attest Signature Date
Executive Director

Part 1 Scope/Compensation/Term
Part 2 General Conditions
Part 3 Scope of Work/Responsibilities
Part 4 Compensation for Services
Part 1: Scope/Compensation/Term

A. Scope of Services and Responsibilities. CMAP and the GOVERNMENTAL BODY agree as specified in Part 3.

B. Compensation and Method of Payment. Compensation (if any) shall be as specified in Part 4. Payment will be made within thirty (30) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. CMAP certifies the following information:

- Bank Name: _____________________________________________________
- Telephone No.: ________________________________________________
- Account No.: ________________________________________________
- Bank ACH Routing No.: _______________________________________
- CMAP email address for confirmation:

C. Tax Identification Number.

CMAP certifies that:

1. The number shown on this form is a correct taxpayer identification, and
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, and
3. It is a U.S. entity (including a U.S. resident alien).

- Name of CONTRACTOR: Chicago Metropolitan Agency for Planning
- Taxpayer Identification Number: 13-4331367
- DUNS No.: 06-858-7112
- Legal Status (Circle One): Local Government

D. Term of Agreement. The term of this Agreement shall be from final signing until July 31, 2020.

E. Amendments. All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

1. Complete Agreement.
   a. This Agreement, including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

Rev. 6/27/2017
b. CMAP’s failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP’s right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY’S obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without expense to CMAP.

c. CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes: CMAP and the GOVERNMENTAL BODY may, from time to time, order work suspension or make any change in the general scope of this Agreement including, but not limited to, changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope and/or time. No amendments are effective until there is a written Agreement that has been signed by both parties.

e. Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and the GOVERNMENTAL BODY.

2. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the federal government and State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

3. Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to CMAP shall be used for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by CMAP may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP’s obligations under this Agreement.

4. Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.

5. Access to Records. CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of five years after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:

   (1) If any litigation, claim or audit is started before the expiration of five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
(2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The GOVERNMENTAL BODY and CMAP shall be included in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

(1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

(3) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding $2,500.

6. Procurement Procedures. All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.

   a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.

   b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than $3,000 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403 (11), CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of $100,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures, the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.

   c. Records. CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.

   d. No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

7. Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of $500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.

8. Method of Payment. Project expenditures are paid directly from federal and/or state or GOVERNMENTAL BODY funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures.

9. Suspension. If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP
shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 10 hereof.

10. Termination.
   a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed “Termination by Default”) by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.

   b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed “Termination for Convenience”), provided that the GOVERNMENTAL BODY is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

   c. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.

11. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.

12. Equal Employment Opportunity. The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled “Equal Employment Opportunity,” as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors’ work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. Small and Minority Business Enterprise. In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

14. Political Activity. No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

15. Prohibited Interest.
a. No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.

b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.

c. The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

16. Conflict of Interest. In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

17. Ownership of Documents/Title of Work. All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP and the GOVERNMENTAL BODY.

18. Publication. CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.

19. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interferes with the lawful obligation to respond to FOIA requests.

20. Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.

21. Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (http://www.cmap.illinois.gov)."
22. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

23. **Workers’ Compensation Insurance.** The GOVERNMENTAL BODY, CMAP and any subcontractors shall, at their own expense, obtain and maintain Workers’ Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker’s Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.

24. **Independent Contractors.** Contractor’s relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor’s personnel performing work under this Agreement shall at all times be under the contractor’s exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor’s shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers’ compensation insurance and similar matters.

25. **Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY’S failure to comply shall constitute a material breach of this contract.

26. **Hold Harmless and Indemnity.** The GOVERNMENTAL BODY shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney’s fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the GOVERNMENTAL BODY, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

27. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the add federal Equal opportunity and affirmative action requirements Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

28. **International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

29. **Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

30. **Subcontracts.**

   a. Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors,
associates or contractors will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.

b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

Part 3: Responsibilities/Scope of Work

On July 16, 2015, The U.S. Department of Housing and Urban Development (hereinafter "HUD"), published its final rule on 24 CFR Parts 5,91,92,570,575,576 and 903 on Affirmatively Furthering Fair Housing (hereinafter "AFFH") to affirmatively further the purposes of the Fair Housing Act, title VIII of the Civil Rights Act of 1968, that requires participating jurisdictions and public housing authorities to develop Assessments of Fair Housing (hereinafter "AFH").

The purpose of this intergovernmental agreement is to facilitate a means of cooperation and collaboration to assist participating jurisdictions and public housing authorities in drafting a regional AFH.

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

A. Resources. The project scope of work (Attachment 1), including staffing, timelines, public engagement schedules, and commitment of other resources by CMAP or the GOVERNMENTAL BODY, will be finalized prior to beginning work. All work performed by CMAP will be consistent with the scope of work. Changes to the scope of work must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.

B. Data Sharing. The GOVERNMENTAL BODY will provide access to all relevant data, reports, and other information that is necessary for CMAP to conduct its work within two weeks of receiving a request form CMAP. The GOVERNMENTAL BODY will allocate sufficient time by its staff and leadership to interact with CMAP on the activities in the scope of work and to review and comment on the materials produced. The GOVERNMENTAL BODY commits to participate actively in the project, make time available at relevant meetings for discussion, and involve its leadership in the project process.

C. Public Outreach. The GOVERNMENTAL BODY agrees actively to participate in and conduct public outreach and engagement efforts, including assisting in disseminating project and meeting information, attending, holding, and conducting public meetings, and providing key stakeholder contact information.

D. Plan Adoption. The GOVERNMENTAL BODY shall facilitate the plan adoption process, including scheduling, noticing, and holding local public hearings, as well as scheduling, noticing, and holding of adoption meetings. For CMAP to submit the completed AFH on behalf of the GOVERNMENTAL BODY, the GOVERNMENTAL BODY shall have adopted the AFH no later than November 1, 2019.

CMAP shall perform and carry out in a satisfactory and proper manner, the following:

A. Public Outreach. CMAP shall provide, in cooperation with the GOVERNMENTAL BODY, broad and continuous public outreach which will include web surveys, small group discussions and large public meetings. Public outreach activities shall be targeted to traditionally underrepresented populations.

B. Existing Conditions Report: CMAP shall conduct an assessment of the existing conditions of fair housing in the region. This shall include, patterns of integration and segregation; racially or ethnically concentrated areas of poverty; disparities in access to transit, jobs and economic opportunity; and disproportionate housing needs.
C. **Plan Development.** CMAP shall, in cooperation with the GOVERNMENTAL BODY, provide recommendations with regard to regional and local projects, programs and policies to address issues identified during the existing conditions phase of the project.

D. **Plan Adoption and HUD Review.** CMAP shall, in cooperation with the GOVERNMENTAL BODY, foster the local and regional plan adoption process. CMAP shall, in cooperation with the GOVERNMENTAL BODY, facilitate open houses. CMAP shall also, in cooperation with the GOVERNMENTAL BODY, submit final plans to HUD for review and acceptance.

E. **PROJECT MANAGEMENT.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the project proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the CONTRACTOR. CMAP shall require the CONSULTANT, if any, to provide GOVERNMENTAL BODY with all of the CONSULTANTS deliverables at the same time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the CONSULTANT to enable the other to attend the meetings if desired.

**Part 4. Compensation for Services**

The GOVERNMENTAL BODY agrees to the fee of $13,000, which will be paid in two installments. The FY18 installment payment, in the amount of $6,500.00, will be paid by the GOVERNMENTAL BODY to CMAP within thirty (30) days of receipt of the invoice. The FY19 installment, in the amount of $6,500.00, will be paid by the GOVERNMENTAL BODY to CMAP within thirty (30) days of receipt of the invoice. The invoices will be sent to the person listed on ATTACHMENT 2.
ATTACHMENT 1 Project Scope of Work
In the summer of 2015, the U.S. Department of Housing and Urban Development (HUD) published a new rule on affirmatively furthering fair housing. The new rule requires entitlements and public housing authorities (PHAs) to produce an Assessment of Fair Housing (AFH). Cook County includes 21 different entitlements and housing authorities that will need to produce an AFH.

HUD encourages local entities to collaborate on regional AFH. Collaboration offers numerous potential benefits. Entitlements and PHAs can more efficiently and effectively meet federal fair housing requirements, often at a cost-savings to previous fair housing analyses. An AFH for all of Cook County allows participants to utilize the ongoing work of high-capacity civic organizations to define and assess equity related topics at a regional scale. This scope outlines the partners, roles, process, geography, and timeframe for the development of an AFH for all of Cook County.

**Timeframe**
Under the rule, the participants must choose one lead entity for the submission of the plan. That lead entity must be an entitlement or PHA. The due date for all participants will be that of the lead entity. The due date for the county-wide AFH does not change the due dates for consolidated plans or PHA five year plans. The official HUD due date for the AFH will be January 5, 2020. The project will start on November 1, 2017.

**Partners and roles**
- **Lead entity**- All entitlements and PHAs participating in this AFH must designate, through an IGA, a jurisdiction to serve as the lead entity. Beyond setting the due date for the AFH, the lead entity must also oversee the submission (including in the HUD designated system) of the AFH on behalf of all participants along with addressing follow-up inquiries about the effort. Cook County will serve as the lead entity for this project. The official HUD due date for the AFH will be January 5, 2020.

- **Entitlements**- Both municipal and county entitlements are partners in this project. Such participation may take many forms depending on interest and capacity. Staff members and elected officials will spend time participating in meetings, reviewing deliverables, and conducting local outreach. Moreover, entitlements will be expected to provide funding to support the project. The collaborative nature of this project is expected to reduce the cost of compliance for most entities. The following entitlements are voluntarily participating in this project: Chicago, Cook County, Arlington Heights, Berwyn, Cicero, Des Plaines, Evanston, Hoffman Estates, Mount Prospect, Oak Lawn, Oak Park, Palatine, Schaumburg, and Skokie.
• **PHAs** - Under the rule, a PHA must also produce an AFH. Much like with entitlements, this scope envisions that PHA staff and officials will participate in meetings, review deliverables, and conduct local outreach. PHAs will be expected to provide funding to support completion of the project. This is a new cost for PHAs, as they have not conducted such fair housing planning in the past. The following PHAs are voluntarily participating in this project: Chicago Housing Authority, Housing Authority of Cook County, Cicero Housing Authority, Maywood Housing Authority, Oak Park Housing Authority, and Park Forest Housing Authority.

• **Chicago Metropolitan Agency for Planning** - CMAP is the official regional planning organization for the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will. CMAP developed and now guides implementation of the GO TO 2040 comprehensive regional plan, and also developed the region’s Fair Housing and Equity Assessment (FHEA) as part of a Sustainable Communities Regional Planning grant. CMAP will provide of technical assistance to develop the AFH and oversee the participation of other civic organizations.

• **Civic organizations** - The following civic organizations will assist entitlements and PHAs with the development of an AFH: Chicago Area Fair Housing Alliance and the Metropolitan Planning Council (MPC). These groups will provide specialized assistance on key topic areas ranging from fair housing complaints and compliance to development of new metrics and national best practices around equity issues.

**Project Team**
The day-to-day operation and oversight of the project will be managed by a project team composed of CMAP, participating civic organizations, one Cook County representative, one City of Chicago representative, one Chicago Housing Authority representative, one Housing Authority of Cook County representative, one municipal PHA, and one municipal entitlement. The Project Team will meet regularly to discuss progress on the project, upcoming steps, and share completed work product between the parties.

**Steering Committee**
To represent the considerations of the many parties involved in development of the AFH, a steering committee will provide feedback to the Project Team throughout the planning process. This broad group will consist of one representative from each participating entitlement or PHA. The steering committee will review all draft documents in advance of public release and/or legislative review/approval.
Tasks

1. Pre-kickoff work
Before the project formally kicks off, several steps must be completed. These activities will occur prior to the “formal” project initiation in November 2017. These tasks include the following.
- The governing body of each participating entity will need to approve a resolution expressing support for the project and authorizing participation.
- All participants must sign an agreement that explains expectations for the relationship between the participants, project management, access to resources, contribution of local funding to support the project, etc. The agreement will need to be signed before the project formally begins.
- All participants must sign individual agreements with CMAP that explain expectations for the relationship between CMAP and the various the participants, project management, access to resources, contribution of local funding to support the project, etc. The agreement will need to be signed before the project formally begins.
- CMAP will notify HUD via letter which parties are participating in the AFH and submit copies of the agreements.

2. Outreach
Strong public outreach that goes beyond HUD statutory requirements will be a backbone of this project. To accomplish this, outreach will take place in three distinct parts.
- Initially public outreach will occur through large activities. CMAP will use the online survey site MetroQuest to develop an English and Spanish survey that can be used throughout the County to assess the fair housing issues that are of greatest concern. Concurrent with the MetroQuest site, CMAP will work with partners to facilitate seven workshops, three in the City and four in the County. Some entitlements and PHAs will want to ensure that a workshop is being held in their community. As such, CMAP will prepare “meeting in a box” materials that project partners can use to conduct additional workshops using the same materials and format. Work in this phase will include outreach trainings for entitlements, PHAs, and service organizations to ensure that each can serve as viable partners to ensure participation from a wide array of stakeholders.
- The second phase of outreach will primarily consist of topical focus groups throughout the City and County. At the conclusion of the initial round of outreach activities, the Project Team will review who participated in the various events. Those findings will help guide the focus groups for phase two, ensuring that all are given the opportunity to participate, including the following groups highlighted by HUD. The need for outreach in languages other than English and Spanish will be considered on a case-by-case basis.
  - State or local fair housing agencies and organizations
  - Tenant organizations
  - Community-based organizations that represent protected class populations
  - Faith-based organizations
- Public and private agencies that provide social services
- Philanthropic organizations
- Resident Advisory boards for participating PHAs
- State and local universities
- Disability advocacy groups
- Public, private, and non-profit housing providers
- Realtors

- Property management companies
- Lenders
- Ex-offenders/criminal justice groups
- Continua of Care
- Human Rights Commissions
- Private developers

As in phase one, CMAP will prepare “meeting in a box” materials that project partners can use to conduct focus groups using the same materials and format. Users of the “meeting in a box” materials will be responsible for timely reporting of meeting outcomes for integration into the larger effort.

- The final phase of public outreach would occur as the plan is finalized and approved. Seven open houses would be held, three in the City and four in the County, for parties to review and comment on the draft plan. All of these open houses would occur during a 30 day public comment period. After comments received during the open houses and the 30 day public comment period are integrated into the document, each entitlement and PHA would need to proceed with local approval, which would need to include a formal public hearing.

Beyond the specific outreach tasks identified above, CMAP and other civic partners on this project are always conducting outreach in the region for various projects and it is assumed that outreach from those activities would also be brought to bear on this project. In particular, CMAP is in the process of creating ON TO 2050, the region’s next comprehensive plan. Topics being researched as part of ON TO 2050 include housing choice, inclusive growth, resilience, and disinvested areas. Findings from ON TO 2050 will be utilized in AFH development.

CMAP will create and host a dedicated project webpage containing information on the planning process and key deliverables. Each PHA and entitlement will need to include a link from their own website to the CMAP project webpage. Materials posted on the webpage may include project announcements, upcoming meeting dates, meeting materials, draft documents for review, online surveys, etc. CMAP will be responsible for posting the material and keeping the page up-to-date.

All public outreach collected during the process will be summarized in an outreach document that will be an appendix to the plan. This will include a description of outreach activities; approach to reaching various populations, including underrepresented populations; a list of people/organizations who participated during the planning process; a summary of the feedback received throughout the process; and a log of all comments received during the open houses.
and public comment period, including a summary of any comments, views, and recommendations not accepted by entitlements and PHAs and the reasons for non-acceptance.

3. Existing conditions analysis
An important interim product is the “existing conditions report.” This document will discuss the existing conditions of fair housing, including patterns of integration and segregation; racially or ethnically concentrated areas of poverty; disparities in access to transit, jobs, and economic opportunity; and disproportionate housing needs. The project team will prepare the existing conditions analysis, with data support and review from the entitlements and PHAs.

Entitlements and PHAs accountable for their individual analysis along with that of a joint regional analysis. Participating in a county-wide AFH does not relieve each entitlement or PHAs of its obligation to analyze and address local and regional fair housing issues and contributing factors that affect fair housing choice.

Given this, the existing conditions report will include one regional analysis of fair housing conditions in the region and local assessments for individual participants. See the Kansas City Metropolitan Area AFH as a potential model. The analysis will include the following:

- A demographic summary that includes an analysis on patterns of segregation and integration locally and regionally and factors that significantly impact segregation/integration.
- Identification of Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs), disparities in access to opportunity, and disproportionate housing needs, and factors that significantly impact the presence of these issues.
- An analysis of publicly supported housing in terms of location, demographics, occupancy, and access to opportunity, along with the identification of factors that significantly impact the existing conditions.
- An analysis of the presence, location, and access to opportunity of persons with disability, along with the identification of factors that significantly impact the existing conditions.
- An assessment of the current fair housing ecosystem, including the capacity of individual jurisdictions to conduct fair housing outreach or enforcement, whether themselves or through a local partner, along with the identification of factors that significantly impact the existing conditions.

Local data will be used to supplement HUD provided data. The Lead Entity will be responsible for helping CMAP and other consultants access the HUD provided data. Supplemental data will be identified in many ways, including through Task 2. The Project Team also anticipates using data developed in ongoing planning activities to inform the existing conditions analysis, including ON TO 2050, MPC’s Cost of Segregation project, and the FHEA.

4. Plan development
Task 4a: Key recommendations memo
Before the plan is drafted, the Project Team will prepare a memo describing the key recommendations that are expected to be contained in the plan. The memo will include both fair housing goals and priorities applicable to all participants and local fair housing goals and priorities applicable to each individual participant. The purpose of the memo is to provide each participant with a summary of key recommendations before much time is spent writing them in detail; if there are significant problems with any elements of the report, they should surface at this point. Individual memos will be prepared for each participant. At least one Steering Committee meeting is envisioned to discuss the county-wide recommendations. Each participant will be responsible for determining the preferred local process to vet the memo.

Task 4b: Draft plan
The findings from community outreach and the existing conditions report along with the recommendations memos will be synthesized into a draft AFH. The AFH must be submitted via the online HUD assessment tool. CMAP and the Lead Entity will work closely with the rest of the Project Team create a draft AFH that follows the proscribed HUD framework. The Steering Committee will be responsible for reviewing and providing feedback on the drafts of the AFH during this phase of the project.

Task 4c: Graphic Design
To supplement the official HUD version of the plan that will be submitted online, CMAP will take contents of the draft plan to create one easy-to-read and graphically rich summary. The graphic document will cover public involvement, key findings, and local and county-wide recommendations.

5. Plan approval
Task 5a: Open houses and comment period
As noted under Task 2, the Project Team will hold seven open houses, three in the City and four in the County, for parties to review and comment on the draft plan. All of these open houses would occur during a 30 day public comment period. The Project Team will finalize the plan after the close of the comment period.

Task 5b: Public hearings
Public hearings will be held on the finalized plan as needed in each entitlement and PHA. Each PHA and entitlement is responsible for all noticing related to the public hearing. The Project Team will provide support as necessary.

Task 5c: Approval
Each participating PHA and entitlement will formally approve the AFH. Each PHA and entitlement is responsible for all noticing related to the approval meeting. The Project Team will provide support as necessary.
Task 5d: HUD submission and approval
After the plan has been approved by all parties, the AFH must be submitted to HUD. The Lead Entity will be responsible for submission to HUD, including the uploading of all materials in the HUD submission system.

HUD will either approve the AFH or provide a response letter noting required changes within 60 days of submission. HUD may accept a regional AFH for some participants, but not accept the regional AFH for others. The Project Team will work with any participants for whom the regional AFH was not accepted by HUD to address any changes and resubmit within the designated response period.
## Assessment of Fair Housing Timeline

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ATTACHMENT 2:

Invoice Information

Name:___________________________________________________________
Title:____________________________________________________________
Address:_________________________________________________________
City:____________________  State:_________________ Zip:_______________
Phone:___________________________________________________________
Email:___________________________________________________________

Return this completed form to:

Finance Department
Chicago Metropolitan Agency for Planning
233 S. Wacker Dr., Suite 800
Chicago, IL 60606
EXHIBIT B
INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING
INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING

AMONG

The City of Chicago (Entitlement)
The Chicago Housing Authority (PHA)
The Housing Authority of Cook County (PHA)
The County of Cook (Entitlement and HOME consortium lead)
The Village of Arlington Heights (Entitlement and HOME consortium member)
The City of Berwyn (Entitlement and HOME consortium member)
The Town of Cicero (Entitlement and HOME consortium member)
The Cicero Housing Authority (PHA)
The City of Des Plaines (Entitlement and HOME consortium member)
The City of Evanston (Entitlement)
The Village of Hoffman Estates (Entitlement and HOME consortium member)
The Maywood Housing Authority (PHA)
The Village of Mount Prospect (Entitlement and HOME consortium member)
The Village of Oak Lawn (Entitlement and HOME consortium member)
The Village of Oak Park (Entitlement and HOME consortium member)
The Oak Park Housing Authority (PHA)
The Village of Palatine (Entitlement and HOME consortium member)
The Village of Schaumburg (Entitlement and HOME consortium member)
The Village of Skokie (Entitlement)

FOR

THE 2020-2024 ASSESSMENT OF FAIR HOUSING

THIS AGREEMENT, entered this 1 day of November, 2017 by and among the following Participants.

The City of Chicago (Entitlement)
The Chicago Housing Authority (PHA)
The Housing Authority of Cook County (PHA)
The County of Cook (Entitlement and HOME consortium lead)
The Village of Arlington Heights (Entitlement and HOME consortium member)
The City of Berwyn (Entitlement and HOME consortium member)
The Town of Cicero (Entitlement and HOME consortium member)
The Cicero Housing Authority (PHA)
The City of Des Plaines (Entitlement and HOME consortium member)
The City of Evanston (Entitlement)
The Village of Hoffman Estates (Entitlement and HOME consortium member)
The Maywood Housing Authority (PHA)
The Village of Mount Prospect (Entitlement and HOME consortium member)
The Village of Oak Lawn (Entitlement and HOME consortium member)
The Village of Oak Park (Entitlement and HOME consortium member)
The Oak Park Housing Authority (PHA)
The Village of Palatine (Entitlement and HOME consortium member)
The Park Forest Housing Authority (PHA)
The Village of Schaumburg (Entitlement and HOME consortium member)
The Village of Skokie (Entitlelement)

WHEREAS, The City of Chicago is a consolidated plan jurisdiction with a program year start date of January 1, Chicago’s next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the Chicago Housing Authority is a public housing authority with a fiscal year beginning date of January 1. The Chicago Housing Authority is a Moving to Work agency, with a report due to HUD annually.

WHEREAS, the Housing Authority of Cook County is a public housing authority with a fiscal year beginning date of October 1. The Housing Authority of Cook County’s next 5-year PHA plan will begin in 2018.

WHEREAS, The County of Cook is a consolidated plan jurisdiction with a program year start date of October 1. The County of Cook’s next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Village of Arlington Heights is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Arlington Heights’s next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The City of Berwyn is a consolidated plan jurisdiction with a program year start date of October 1. The City of Berwyn’s next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Town of Cicero is a consolidated plan jurisdiction with a program year start date of October 1. The Town of Cicero’s next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the Cicero Housing Authority is a public housing authority with a fiscal year beginning date of January 1. The Cicero Housing Authority’s next 5-year PHA plan will begin in 2020.

WHEREAS, The City of Des Plaines is a consolidated plan jurisdiction with a program year start date of October 1. The City of Des Plaines’s next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The City of Evanston is a consolidated plan jurisdiction with a program year start date of January 1. The City of Evanston’s next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Village of Hoffman Estates is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Hoffman Estates’ next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the Maywood Housing Authority is a public housing authority (PHA) with a fiscal year beginning date of January 1. The Maywood Housing Authority’s next 5-year PHA plan will begin in ______.
WHEREAS, The Village of Mount Prospect is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Mount Prospect’s next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Village of Oak Lawn is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Oak Lawn’s next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Village of Oak Park is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Oak Park’s next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the Oak Park Housing Authority is a public housing authority with a fiscal year beginning date of January 1. The Oak Park Housing Authority’s next 5-year PHA plan will begin in 2020.

WHEREAS, The Village of Palatine is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Palatine’s next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the Park Forest Housing Authority is a public housing authority with a fiscal year beginning date of July 1. The Park Forest Housing Authority’s next 5-year PHA plan will begin in 2020.

WHEREAS, The Village of Schaumburg is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Schaumburg’s next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Village of Skokie is a consolidated plan jurisdiction with a program year start date of May 1. The Village of Skokie’s next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the above Participants are subject to the affirmatively furthering fair housing requirements found at 24 CFR §§5.150 through 5.180 and required to submit an Assessment of Fair Housing (AFH).

WHEREAS, the Participants wish to collaborate to develop the AFH, in accordance with that certain Chicago-Cook County Assessment of Fair Housing Scope, attached hereto and incorporated herein by reference.

WHEREAS, the Participants wish to work with the Chicago Metropolitan Agency for Planning and its partners, the Metropolitan Planning Council and the Chicago Area Fair Housing Alliance, to produce a joint/regional AFH.

WHEREAS, the AFH may be approached more effectively and economically through the collaborative efforts of the parties.
NOW, THEREFORE, it is agreed between the parties hereto that:

LEAD ENTITY

The County of Cook will serve as the lead entity of the collaboration and will be responsible for submitting the joint/regional AFH to HUD on behalf of all the collaborating Participants.

PROGRAM YEAR/FISCAL YEAR ALIGNMENT

Collaborating Participants have, to the extent practicable, attempted to align program and fiscal years, as applicable, in accordance with the regulations at 24 CFR part 91, for consolidated plan program participants, or 24 CFR part 903, for PHAs. Alignment of program and fiscal years is not possible, therefore the AFH will be submitted in accordance with the lead entity’s consolidated plan cycle. The County of Cook’s due date is January 5, 2020.

ROLES/RESPONSIBILITIES OF PARTICIPANTS

Assessment of Fair Housing

Participants will collaborate on the completion of the AFH. The responsibilities of the Participants are as follows:

1. Participants will be accountable for any applicable analysis and any applicable joint goals and priorities included in the submitted AFH. Participants will also be accountable for their individual analysis, goals and priorities to be included in the submitted AFH.

2. Each Participant commits to enter into an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning regarding payment for the development of the joint/regional AFH. Participants agree to pay invoices according to internal financial policies. Cost of the AFH has been allocated amongst each Participant as follows.

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SPECIAL CONDITIONS

1. The entitlements and PHAs designate the County of Cook as the lead entity (LE) for the joint/regional AFH. While all entitlements and PHAs are accountable for the analysis and will sign the AFH submitted document to HUD, the County of Cook will oversee the submission of the regional AFH. The County of Cook’s next Consolidated Plan cycle will be October 1, 2020-September 30, 2025. The joint/regional AFH will be due to HUD on January 5, 2020.

2. The entitlements and PHAs intend to commit financial resources, subject to appropriations/budget, to assist in compiling the joint/regional AFH, as specified above.

3. The entitlements and PHAs hereto shall comply with all federal and state laws regarding discrimination and shall prohibit unlawful discrimination on the basis of race, color, religion, national origin, sex, disability, familial status, ancestry, creed, marital status and/or sexual orientation. Each entitlement and PHA will comply with any additional local laws regarding discrimination.

4. This Agreement may not be assigned without prior written approval of the parties hereto.

WITHDRAWAL

Any Participant may withdraw from the collaboration with 30 days’ written notice via certified mail to the other participants.

The withdrawing Participant must promptly notify HUD of its withdrawal from the collaboration.

The withdrawing Participant will be financially obligated to the Chicago Metropolitan Agency for Planning for the total cost in the table.

SEVERABILITY
If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ENTIRE AGREEMENT

This Agreement between the Participants for the submission of the 2020-2024 AFH, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Participants with respect to this Agreement. By way of signing this Agreement, the Program Participants are bound to perform the duties and obligations within this Agreement. No amendment or modification of this Agreement shall be valid unless the same is in writing and executed by all the parties hereto, and then only to the extent set forth in said writing. Any amendment to this Agreement must be submitted to HUD.

This Agreement will remain effective until July 31, 2020 or until supplanted by a new agreement, whichever comes first.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

For City of Chicago

Signature _______________________________  Type or Print Name of Authorized Representative _______________________________  Date __________

Attest

Signature _______________________________  Type or Print Name of Authorized Representative _______________________________  Date __________

For Chicago Housing Authority

Signature _______________________________  Type or Print Name of Authorized Representative _______________________________  Date __________
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Chicago-Cook County Assessment of Fair Housing
Scope
September 2017

In the summer of 2015, the U.S. Department of Housing and Urban Development (HUD) published a new rule on affirmatively furthering fair housing. The new rule requires entitlements and public housing authorities (PHAs) to produce an Assessment of Fair Housing (AFH). Cook County includes 21 different entitlements and housing authorities that will need to produce an AFH.

HUD encourages local entities to collaborate on regional AFH. Collaboration offers numerous potential benefits. Entitlements and PHAs can more efficiently and effectively meet federal fair housing requirements, often at a cost-savings to previous fair housing analyses. An AFH for all of Cook County allows participants to utilize the ongoing work of high-capacity civic organizations to define and assess equity related topics at a regional scale. This scope outlines the partners, roles, process, geography, and timeframe for the development of an AFH for all of Cook County.

Timeframe
Under the rule, the participants must choose one lead entity for the submission of the plan. That lead entity must be an entitlement or PHA. The due date for all participants will be that of the lead entity. The due date for the county-wide AFH does not change the due dates for consolidated plans or PHA five year plans. The official HUD due date for the AFH will be January 5, 2020. The project will start on November 1, 2017.

Partners and roles
- **Lead entity**- All entitlements and PHAs participating in this AFH must designate, through an IGA, a jurisdiction to serve as the lead entity. Beyond setting the due date for the AFH, the lead entity must also oversee the submission (including in the HUD designated system) of the AFH on behalf of all participants along with addressing follow-up inquiries about the effort. Cook County will serve as the lead entity for this project. The official HUD due date for the AFH will be January 5, 2020.

- **Entitlements**- Both municipal and county entitlements are partners in this project. Such participation may take many forms depending on interest and capacity. Staff members and elected officials will spend time participating in meetings, reviewing deliverables, and conducting local outreach. Moreover, entitlements will be expected to provide funding to support the project. The collaborative nature of this project is expected to reduce the cost of compliance for most entities. The following entitlements are voluntarily participating in this project: Chicago, Cook County, Arlington Heights, Berwyn, Cicero, Des Plaines, Evanston, Hoffman Estates, Mount Prospect, Oak Lawn, Oak Park, Palatine, Schaumburg, and Skokie.
• **PHAs** - Under the rule, a PHA must also produce an AFH. Much like with entitlements, this scope envisions that PHA staff and officials will participate in meetings, review deliverables, and conduct local outreach. PHAs will be expected to provide funding to support completion of the project. This is a new cost for PHAs, as they have not conducted such fair housing planning in the past. The following PHAs are voluntarily participating in this project: Chicago Housing Authority, Housing Authority of Cook County, Cicero Housing Authority, Maywood Housing Authority, Oak Park Housing Authority, and Park Forest Housing Authority.

• **Chicago Metropolitan Agency for Planning** - CMAP is the official regional planning organization for the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will. CMAP developed and now guides implementation of the GO TO 2040 comprehensive regional plan, and also developed the region’s Fair Housing and Equity Assessment (FHEA) as part of a Sustainable Communities Regional Planning grant. CMAP will provide of technical assistance to develop the AFH and oversee the participation of other civic organizations.

• **Civic organizations** - The following civic organizations will assist entitlements and PHAs with the development of an AFH: Chicago Area Fair Housing Alliance and the Metropolitan Planning Council (MPC). These groups will provide specialized assistance on key topic areas ranging from fair housing complaints and compliance to development of new metrics and national best practices around equity issues.

**Project Team**
The day-to-day operation and oversight of the project will be managed by a project team composed of CMAP, participating civic organizations, one Cook County representative, one City of Chicago representative, one Chicago Housing Authority representative, one Housing Authority of Cook County representative, one municipal PHA, and one municipal entitlement. The Project Team will meet regularly to discuss progress on the project, upcoming steps, and share completed work product between the parties.

**Steering Committee**
To represent the considerations of the many parties involved in development of the AFH, a steering committee will provide feedback to the Project Team throughout the planning process. This broad group will consist of one representative from each participating entitlement or PHA. The steering committee will review all draft documents in advance of public release and/or legislative review/approval.
Tasks

1. Pre-kickoff work
Before the project formally kicks off, several steps must be completed. These activities will occur prior to the “formal” project initiation in November 2017. These tasks include the following.

- The governing body of each participating entity will need to approve a resolution expressing support for the project and authorizing participation.
- All participants must sign an agreement that explains expectations for the relationship between the participants, project management, access to resources, contribution of local funding to support the project, etc. The agreement will need to be signed before the project formally begins.
- All participants must sign individual agreements with CMAP that explain expectations for the relationship between CMAP and the various the participants, project management, access to resources, contribution of local funding to support the project, etc. The agreement will need to be signed before the project formally begins.
- CMAP will notify HUD via letter which parties are participating in the AFH and submit copies of the agreements.

2. Outreach
Strong public outreach that goes beyond HUD statutory requirements will be a backbone of this project. To accomplish this, outreach will take place in three distinct parts.

- Initially public outreach will occur through large activities. CMAP will use the online survey site MetroQuest to develop an English and Spanish survey that can be used throughout the County to assess the fair housing issues that are of greatest concern. Concurrent with the MetroQuest site, CMAP will work with partners to facilitate seven workshops, three in the City and four in the County. Some entitlements and PHAs will want to ensure that a workshop is being held in their community. As such, CMAP will prepare “meeting in a box” materials that project partners can use to conduct additional workshops using the same materials and format. Work in this phase will include outreach trainings for entitlements, PHAs, and service organizations to ensure that each can serve as viable partners to ensure participation from a wide array of stakeholders.

- The second phase of outreach will primarily consist of topical focus groups throughout the City and County. At the conclusion of the initial round of outreach activities, the Project Team will review who participated in the various events. Those findings will help guide the focus groups for phase two, ensuring that all are given the opportunity to participate, including the following groups highlighted by HUD. The need for outreach in languages other than English and Spanish will be considered on a case-by-case basis.
  - State or local fair housing agencies and organizations
  - Tenant organizations
  - Community-based organizations that represent protected class populations
  - Faith-based organizations
As in phase one, CMAP will prepare “meeting in a box” materials that project partners can use to conduct focus groups using the same materials and format. Users of the “meeting in a box” materials will be responsible for timely reporting of meeting outcomes for integration into the larger effort.

- The final phase of public outreach would occur as the plan is finalized and approved. Seven open houses would be held, three in the City and four in the County, for parties to review and comment on the draft plan. All of these open houses would occur during a 30 day public comment period. After comments received during the open houses and the 30 day public comment period are integrated into the document, each entitlement and PHA would need to proceed with local approval, which would need to include a formal public hearing.

Beyond the specific outreach tasks identified above, CMAP and other civic partners on this project are always conducting outreach in the region for various projects and it is assumed that outreach from those activities would also be brought to bear on this project. In particular, CMAP is in the process of creating ON TO 2050, the region’s next comprehensive plan. Topics being researched as part of ON TO 2050 include housing choice, inclusive growth, resilience, and disinvested areas. Findings from ON TO 2050 will be utilized in AFH development.

CMAP will create and host a dedicated project webpage containing information on the planning process and key deliverables. Each PHA and entitlement will need to include a link from their own website to the CMAP project webpage. Materials posted on the webpage may include project announcements, upcoming meeting dates, meeting materials, draft documents for review, online surveys, etc. CMAP will be responsible for posting the material and keeping the page up-to-date.

All public outreach collected during the process will be summarized in an outreach document that will be an appendix to the plan. This will include a description of outreach activities; approach to reaching various populations, including underrepresented populations; a list of people/organizations who participated during the planning process; a summary of the feedback received throughout the process; and a log of all comments received during the open houses.
and public comment period, including a summary of any comments, views, and recommendations not accepted by entitlements and PHAs and the reasons for non-acceptance.

3. Existing conditions analysis
An important interim product is the “existing conditions report.” This document will discuss the existing conditions of fair housing, including patterns of integration and segregation; racially or ethnically concentrated areas of poverty; disparities in access to transit, jobs, and economic opportunity; and disproportionate housing needs. The project team will prepare the existing conditions analysis, with data support and review from the entitlements and PHAs.

Entitlements and PHAs accountable for their individual analysis along with that of a joint regional analysis. Participating in a county-wide AFH does not relieve each entitlement or PHAs of its obligation to analyze and address local and regional fair housing issues and contributing factors that affect fair housing choice.

Given this, the existing conditions report will include one regional analysis of fair housing conditions in the region and local assessments for individual participants. See the Kansas City Metropolitan Area AFH as a potential model. The analysis will include the following:

- A demographic summary that includes an analysis on patterns of segregation and integration locally and regionally and factors that that significantly impact segregation/integration.
- Identification of Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs), disparities in access to opportunity, and disproportionate housing needs, and factors that significantly impact the presence of these issues.
- An analysis of publicly supported housing in terms of location, demographics, occupancy, and access to opportunity, along with the identification of factors that significantly impact the existing conditions.
- An analysis of the presence, location, and access to opportunity of persons with disability, along with the identification of factors that significantly impact the existing conditions.
- An assessment of the current fair housing ecosystem, including the capacity of individual jurisdictions to conduct fair housing outreach or enforcement, whether themselves or through a local partner, along with the identification of factors that significantly impact the existing conditions.

Local data will be used to supplement HUD provided data. The Lead Entity will be responsible for helping CMAP and other consultants access the HUD provided data. Supplemental data will be identified in many ways, including through Task 2. The Project Team also anticipates using data developed in ongoing planning activities to inform the existing conditions analysis, including ON TO 2050, MPC’s Cost of Segregation project, and the FHEA.
4. Plan development

Task 4a: Key recommendations memo
Before the plan is drafted, the Project Team will prepare a memo describing the key recommendations that are expected to be contained in the plan. The memo will include both fair housing goals and priorities applicable to all participants and local fair housing goals and priorities applicable to each individual participant. The purpose of the memo is to provide each participant with a summary of key recommendations before much time is spent writing them in detail; if there are significant problems with any elements of the report, they should surface at this point. Individual memos will be prepared for each participant. At least one Steering Committee meeting is envisioned to discuss the county-wide recommendations. Each participant will be responsible for determining the preferred local process to vet the memo.

Task 4b: Draft plan
The findings from community outreach and the existing conditions report along with the recommendations memos will be synthesized into a draft AFH. The AFH must be submitted via the online HUD assessment tool. CMAP and the Lead Entity will work closely with the rest of the Project Team create a draft AFH that follows the proscribed HUD framework. The Steering Committee will be responsible for reviewing and providing feedback on the drafts of the AFH during this phase of the project.

Task 4c: Graphic Design
To supplement the official HUD version of the plan that will be submitted online, CMAP will take contents of the draft plan to create one easy-to-read and graphically rich summary. The graphic document will cover public involvement, key findings, and local and county-wide recommendations.

5. Plan approval

Task 5a: Open houses and comment period
As noted under Task 2, the Project Team will hold seven open houses, three in the City and four in the County, for parties to review and comment on the draft plan. All of these open houses would occur during a 30 day public comment period. The Project Team will finalize the plan after the close of the comment period.

Task 5b: Public hearings
Public hearings will be held on the finalized plan as needed in each entitlement and PHA. Each PHA and entitlement is responsible for all noticing related to the public hearing. The Project Team will provide support as necessary.

Task 5c: Approval
Each participating PHA and entitlement will formally approve the AFH. Each PHA and entitlement is responsible for all noticing related to the approval meeting. The Project Team will provide support as necessary.
Task 5d: HUD submission and approval

After the plan has been approved by all parties, the AFH must be submitted to HUD. The Lead Entity will be responsible for submission to HUD, including the uploading of all materials in the HUD submission system.

HUD will either approve the AFH or provide a response letter noting required changes within 60 days of submission. HUD may accept a regional AFH for some participants, but not accept the regional AFH for others. The Project Team will work with any participants for whom the regional AFH was not accepted by HUD to address any changes and resubmit within the designated response period.
## Assessment of Fair Housing Timeline

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For City Council meeting of October 23, 2017
Item P4
Ordinance 115-O-17 Application for a Special Use for a Commercial Indoor Recreation Facility, Spenga, at 1026 Davis 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 115-O-17, Granting a Special Use for a Commercial Indoor Recreation Facility, Spenga, at 1026 Davis St.

Date: October 12, 2017

Recommended Action
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 115-O-17 granting special use approval for a Commercial Indoor Recreation Facility, Spenga, at 1026 Davis St. in the D2 Downtown Retail Core District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Wilson requests suspension of the rules for introduction and adoption at the October 23, 2017 City Council meeting.

Livability Benefits
Economy & Jobs: Retain and expand local businesses
Health & Safety: Promote healthy, active lifestyles

Summary
1026 Davis St. is located on the south side of Davis St. between Oak Ave. and Maple Ave. in the D2 Downtown Core Development District, and features a recently constructed two-story commercial building with restaurants occupying the two spaces to the east and the entire second floor. The portion of the building in question is the western-most space located on the ground floor that has been vacant since the building was constructed.

The applicant proposes to operate Spenga, a group-exercise facility featuring spinning stationary bicycles, strength training, and yoga. However, these activities will not operate concurrently. The facility will feature class sizes of up to 25 clients at a time, as well as a maximum of 6 children in the Kids Room that will provide on-site daycare for customers. Classes will be one hour in length, and will be offered between 5am –
6:30pm. There is no on-site parking so employees will utilize off-street parking in City garages or arrive via alternative modes of transportation. This property received a parking variation when the building was constructed since there are City parking garages in the vicinity.

The applicant proposes to occupy the 4,000 sq. ft. space with bathrooms, showers, a small counter/sales area, childcare room, storage room, and three large open space areas for spinning, strength training, and yoga. Music will be played during spin workouts at a moderate level, though yoga will be conducted in a quiet setting. Since the proposed facility is adjacent to a residential area to the south, the applicant agrees to add additional soundproofing measures at the rear of the space.

No exterior changes to the property are proposed other than signage. The applicant worked with City staff to modify the interior site plan so that the space features an active storefront rather than blocked windows. City staff is not aware of opposition to the proposed use.

**Comprehensive Plan**
The Evanston Comprehensive General Plan encourages the utilization of mixed-use 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 Commercial Indoor Recreation Facility is a low-impact use that will utilize a vacant space and provide a desirable service to the downtown area.

**Legislative History**
October 3, 2017: The ZBA unanimously recommended approval of the special use for a Commercial Indoor Recreation Facility, Spenga, with the following conditions that incorporated in the Ordinance:

1. Hours of operation shall not exceed 5am - 10pm.
2. Employees shall not utilize on-street parking.
3. Substantial compliance with the documents and testimony on record.

**Attachments**
Proposed Ordinance 115-O-17
October 3, 2017 ZBA Draft Meeting Minutes Excerpt
ZBA Findings
October 3, 2017 ZBA Packet –
https://www.cityofevanston.org/home/showdocument?id=26631
115-O-17

AN ORDINANCE

Granting a Special Use Permit for a Commercial Indoor Recreational Facility Located at 1026 Davis Street in the D2 Downtown Retail Core District (“Spenga”)

WHEREAS, the Zoning Board of Appeals (“ZBA”) met on October 3, 2017, pursuant to proper notice, to consider case no. 17ZMJV-0079, an application filed by Marty Cless, owner of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 1026 Davis Street (the “Subject Property”) and located in the D2 Downtown Retail Core District, for a Special Use Permit to establish, pursuant to Subsection 6-11-3-4 of the Evanston City Code, 2012, as amended (“the Zoning Ordinance”), a Commercial Indoor Recreational Facility, “Spenga,” 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 Commercial Indoor Recreational Facility 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 October 23, 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-0079; and
WHEREAS, at its meeting of October 23, 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 Commercial Indoor Recreational Facility on the Subject Property as applied for in case no. 17ZMJV-0079.

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.

B. Hours of Operation: The Applicant shall operate the Commercial Indoor Recreational Facility authorized by this ordinance only between the hours of 5:00 a.m. and 10:00 p.m. on any given day.

C. Employee Parking: Employees must not utilize street parking during hours of operations.
D. **Recordation:** Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.

SECTION 4: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 8: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced:____________________, 2017  Approved:

Adopted:____________________, 2017  _____________________________, 2017

____________________________________
Stephen H. Hagerty, Mayor

---

433 of 525
Attest: Devon Reid, City Clerk

Approved as to form: W. Grant Farrar
Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: THE NORTH 135 FEET OF LOT 5 AND THE NORTH 135 FEET OF LOT 6 (EXCEPT THE WEST 51 FEET 8 7/8 INCHES OF LOT 6) IN BLOCK 62 IN EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM PHILIP JUDSON AND ELIZABETH JUDSON, HIS WIFE, TO WILLIAM H. GRANT DATED MAY 19, 1871 AND RECORDED MAY 14, 1872 AS DOCUMENT NUMBER 30726, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND: THE SOUTH 10 FEET OF THE NORTH 135 FEET OF THE WEST 51 FEET 8 7/8 INCHES OF LOT 6 IN BLOCK 62 IN EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-309-031-0000

COMMONLY KNOWN AS: 1026 Davis Street, Evanston, Illinois.
ZONING BOARD OF APPEALS
Tuesday, October 3, 2017
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Mary McAuley, Kiril Mirintchev, Violetta Cullen, Lisa Dziekan, Mary Beth Berns, Myrna Arevalo

Members Absent: Scott Gingold

Staff Present: Melissa Klotz, Mario Treto
Presiding Member: Mary Beth Berns

Declaration of Quorum
With a quorum present, Chair Berns called the meeting to order at 7:04 pm.

New Business
1026 Davis Street

Marty Cless, property owner, applies for a special use permit for a special use permit for a Commercial Indoor Recreation facility, Spenga, in the D2 Downtown Retail Core District (Zoning Code Section 6-11-3-4). 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.

Marty Cless, property owner, and Kathleen Smith, operator, explained the proposal:
- The building was constructed in 2016 and now contains restaurants on the first and second floor. There is one remaining vacant space on first floor for this use.
- Spenga will feature 20 minute segments of spinning bikes, yoga, and strength training.
- The front of the space will feature a reception area, locker rooms, and kids room to provide daycare during workouts.
- Operator opened a franchise in Glenview on March 1, 2017. The Glenview location took about 3 months to generate awareness before there was a big surge in membership. Profits are increasing every month and the location is now doing well.
- Evanston location will feature up to 22 customers per class plus 2-4 staff.
- Classes are clustered into a morning block, lunch time, and evening block.
- Operator may subsidize employee parking via public transit or parking garage permits.
- Noise will be mitigated by the following: east wall of the space will have another layer of drywall added; west wall will have an additional layer of drywall and spray foam; rear wall already has spray foam and drywall, and is closest to yoga area which will be a quiet use.
- Hours of operation are anticipated from 5:30am - 8pm.
- Reception area at the front mitigates noise from traveling out the front door.
- Property owner also owns 1030 Davis next door, which is currently vacant, and expected to lease to a restaurant or activity-based use.

Bruce Foyer stated his only concern is parking, but there should not be a large impact on parking since classes are limited to 22 customers.

Deliberation:
Ms. McAuley stated Spenga is a good use for the site, and there is a good target market with the downtown condos and NU students nearby.

Ms. Dziekan stated Spenga is a great use to activate a vacant space, and appreciated the planned noise mitigating efforts.

Ms. Cullen stated she was originally concerned with 5:30am opening, but since the neighbor who spoke was not concerned about noise at that time it appears okay. Parking is not a concern because there are nearby City parking lots too.

Ms. Arevalo stated she was concerned about noise early in the morning. Chair Berns responded the airlock towards the front of the space, along with the noise-proof door at the rear of the space should stop noise from traveling.

Ms. Cullen noted the noise ordinance is in effect from 7am - 7pm.

Mr. Mirintchev stated the operator should consider adding an office/break room for employees, and make sure to use a great ventilation system. Also, there are noise systems/mitigating products to further mitigate noise if that is a concern.

Ms. Dziekan noted DAPR suggested a bicycle rack be added. Chair Berns stated staff can work with the applicant on that if it is needed.

The Standards were addressed:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes
Ms. Cullen motioned to recommend approval with conditions, which was seconded by Ms. Arevalo and unanimously recommended for approval with the following conditions:
1. Hours of operation shall not exceed 5am - 10pm
2. Employees shall not utilize on-street parking.
3. Substantial compliance with the documents and testimony on record.

**Other Business**

**Discussion**
Ms. Klotz explained a ZBA training session would occur immediately following the close of the hearing.

The meeting adjourned at 7:50pm.
After conducting a public hearing on October 3, 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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<tr>
<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
<td><strong>X</strong> Met _____Not Met</td>
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<td>Vote 6-0</td>
</tr>
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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><strong>X</strong> 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><strong>X</strong> Met _____Not Met</td>
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<td>Vote 6-0</td>
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<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td><strong>X</strong> Met _____Not Met</td>
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<td>Vote 6-0</td>
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</tbody>
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(E) It can be adequately served by public facilities and services | _X_ Met  _____Not Met  
Vote 6-0

(F) It does not cause undue traffic congestion; | _X_ Met  _____Not Met  
Vote 6-0

(G) It preserves significant historical and architectural resources; | _X_ Met  _____Not Met  
Vote 6-0

(H) It preserves significant natural and environmental features; and | _X_ Met  _____Not Met  
Vote 6-0

(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. | _X_ Met  _____Not Met  
Vote 6-0

and, based upon these findings, and upon a vote

___6___ in favor  &  ___0___ against

**Recommends to the City Council**

_____ approval without conditions  
_____ denial of the proposed special use  
_x_ approval with conditions specifically:

1. Hours of operation shall not exceed 5am - 10pm.
2. Employees shall not utilize on-street parking.
3. Substantial compliance with the documents and testimony on record.

**Attending:**

| Mary Beth Berns  | X  |
| Myrna Arevalo    | X  |
| Scott Gingold    | X  |
| Violetta Cullen  | X  |
| Lisa Dziekan     | X  |
| Mary McAuley     | X  |
| Kiril Mirintchev | X  |

**Vote:**

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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 88-O-17, Granting a Special Use for a Type 2 Restaurant, Nic's Organic Fast Food, a Drive-Through, Active Ground-Floor Use, & Major Zoning Relief at 2628 Gross Point Rd.

Date: September 28, 2017

Recommended Action
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 88-O-17 granting special use approval for a Type 2 Restaurant, Nic's Organic Fast Food, a Drive-Through facility, a Type 2 Restaurant as an Active Ground-Floor Use, and major zoning relief for a 20' rear yard setback, reduced pedestrian areas fronting Crawford Ave. and Gross Point Rd., and reduced fenestration/sill height on the Crawford Ave. façade, at 2628 Gross Point Rd. The applicant has complied with all other zoning requirements, and meets all of the standards for special use and major variation in the B1a Business District and the oCSC Central Street Overlay District. 88-O-17 was continued on October 9, 2017 to October 23, 2017. Applicant requests that the Ordinance be held until November 13, 2017, and staff has no objections.

The Zoning Board of Appeals conditioned the delivery time to 7am – 10pm to ensure delivery noise would not impact nearby residents during early morning hours. Following ZBA, the applicant learned Sarkis receives early morning deliveries, so Nic's Organic prefers delivery hours of 5am – 10pm to coincide with Sarkis. Proposed ordinance 88-O-17 reflects the ZBA condition with delivery hours from 7am – 10pm.

Livability Benefits
Economy & Jobs: Expand job opportunities
Health & Safety: Provide for access to fresh, healthful food

Summary
The applicant proposes to construct a two-story building for Nic's Organic Fast Food, a Type 2 Restaurant, as well as a Drive-Through facility for the restaurant. Additionally,
the applicant proposes the Type 2 Restaurant as an Active Ground Floor Use along both Crawford Ave. and Gross Point Rd. Because the property is located in the Central Street Overlay District, an Active Ground Floor Use is required, and special use approval is required to permit a Type 2 Restaurant as an Active Ground Floor Use.

Nic’s Organic Fast Food is a franchise that is expanding across the country and is currently pursuing 50 new locations within the next three years. The one currently operating Nic’s restaurant is located in Rolling Meadows. The applicant proposes to construct a two-story building that features a basement for storage of goods, a ground floor restaurant, and small second floor mezzanine with limited customer seating. The applicant feels the second story is necessary due to the limited buildable area on the site.

The restaurant will operate from 7am – 8pm on weekdays and until 9pm on weekends. Commissary deliveries will occur on Tuesday and Thursday mornings, typically between 7am – 11am via half or full-size semi-trucks. The applicant has obtained permission from Sarkis to allow delivery trucks to enter through the Sarkis parking lot and park within the alley to unload deliveries, which will be taken into the restaurant via the public sidewalk adjacent to Crawford Ave. The ZBA conditioned the delivery time to 7am – 10pm to ensure delivery noise would not impact nearby residents during early morning hours. Following ZBA, the applicant learned Sarkis receives early morning deliveries, so Nic’s Organic prefers delivery hours of 5am – 10pm to coincide with Sarkis. Proposed ordinance 88-O-17 reflects the ZBA condition with delivery hours from 7am – 10pm.

The Drive-Through includes stacking for up to eight vehicles that does not impede the flow of traffic in the parking lot. The Zoning Ordinance requires stacking for four vehicles for a Drive-Through Facility. The site complies with the Zoning Ordinance with five parking spaces (one is ADA) where one parking space is required (the first 2,000 square feet of any commercial building is exempt from parking). However, the applicant and staff acknowledge a total of five parking spaces is not adequate for the use, therefore the applicant proposes to lease 6 parking spaces in the lot east of Sarkis. The applicant has obtained a signed parking agreement with Sarkis that includes patching pot holes, seal coating, and re-striping the lot. The current parking lot features oversized parking spaces and undersized drive-aisle widths. With a new parking configuration and typical 8.5’ x 18 parking stalls, 6 additional spaces can be added to the parking lot without further reducing the drive-aisle widths. Nic’s Organic employees will utilize the 6 additional parking spaces. If the parking agreement with Sarkis is ever revoked or suspended, proposed ordinance 88-O-17 specifically notes the special use approval is invalid and operations of Nic’s Organic must cease until a new parking agreement is obtained and approved by City Council as an amendment to the ordinance. Concurrent with the Nic’s proposal, staff received complaints about Sarkis customers parking in the alley and on the vacant residential property across the alley. Staff has cited the parking violation and is working with the property owner of the residential property to ensure further parking violations do not occur. The violation notice, in conjunction with the proposed improvements and additional spaces in the Sarkis lot, should improve the existing parking situation at Sarkis. The restaurant anticipates the busiest customer time will be in the late afternoon, not the morning like Sarkis restaurant to the east. Seating for up to 35 customers is proposed inside, as well
as minimal outdoor seating, though the applicant anticipates at least 70% of customers will utilize the Drive-Through Facility.

Proposed site plan and traffic circulation:

The applicant worked extensively with staff to minimize curb cuts since the property is located at a busy traffic intersection. The property currently features four curb cuts from the previous automobile service station use, which will be reduced to two curb cuts. The proposed curb cut on Crawford Ave. is a right-in only. The proposed curb cut on Gross Point Rd. is a right-in and right-out, only accessible when heading west on Gross Point Rd. due to the raised median. Customers heading east on Gross Point Rd. will enter the property by turning north onto Crawford Ave. and entering via the Crawford Ave. entrance.

The applicant provided a traffic study conducted by Gewalt Hamilton Associates, which found minimal impact to the intersection and traffic circulation around Crawford Ave. and Gross Point Rd. and specifically notes the following key points:

- 50% or more of customer trips will be made by vehicles already traveling on the adjacent streets.
- Existing intersection conditions, based on a weekday analysis, indicate a B level for analysis of 7am-9am and 11am-1pm, and a C level from 4pm-6pm.
- Projected traffic conditions at the intersection of Gross Point Rd. and the right-in/right-out access to the site is a B level at all analyzed weekday times.
- Projected traffic generated due to Nic’s was based on the Rolling Meadows location (including a 200% growth buffer) noting:
Overall, the study concludes Nic’s will add 46 new vehicles in the intersection during the weekday midday peak hours, which is less than one vehicle per minute, and 22 new vehicles in the intersection during the weekday evening peak hours, which is about one vehicle every two minutes.

A trash enclosure is proposed in the northwest corner of the property that is accessible from the south within the Drive-Through lane for employee use, as well as from the north in the alley where trash pickup will occur so as not to impede site circulation. The applicant intends to improve the alley so that trash pickup is feasible from that area.

The property is adjacent to a vacant property in the R2 Single Family Residential District beyond the alley to the north. Since the property abuts a residential district, a 25’ rear yard setback is required. The applicant proposes a 20’ rear yard setback, which includes an existing retaining wall at the rear property line adjacent to the alley and will include a privacy fence to further buffer the site from the residential district. If the building complies with the required 25’ rear yard setback, the parking spaces and/or drive aisle would have to be reduced in size and would then require zoning relief. The nearest residence is located approximately 100’ from 2628 Gross Point Rd. The site is specifically designed with the Drive-Through speaker-box facing east towards Sarkis to minimize sound from traveling to the residential area and the Zoning Board of Appeals proposed a condition of approval to limit noise from the speaker-box.

The applicant also requests major zoning relief of regulations specified by the Central Street Overlay District that are problematic to comply with at the property. The applicant requests zoning relief for design elements. The Central Street Overlay requires all street-facing facades to achieve at least 65% fenestration at the ground-floor level. The proposed building provides adequate fenestration along the Gross Point Rd. frontage but minimal fenestration along the Crawford Ave. frontage. It is not feasible to increase the fenestration along Crawford Ave. since that is the food-prep/employee area for the Drive-Through. Additionally, the Central Street Overlay requires minimum upper sill (header) heights of no less than 10’ above grade, which the Drive-Through window fronting Crawford Ave. does not meet. Staff supports the proposed design element zoning relief since the intent of the regulations are met.

Landscaping with native species is proposed surrounding the perimeter of the property, and painted pedestrian crossings will be added within the parking lot to encourage safe pedestrian access to the restaurant entrance. The Central Street Overlay also requires a 15’ wide Sidewalk Clear Zone and 15’ Parkway/Street Furniture Zone, for a total of a 30’ Pedestrian Area that begins at the curb (not the property line). The requirement is intended to provide a welcoming pedestrian-friendly experience that encourages walkability in the Central Street corridor. However, a sidewalk immediately adjacent to the curb along both Gross Point Rd. and Crawford Ave. is not appropriate at 2628 Gross Point Rd., and would be unsafe for pedestrians to utilize with heavy vehicular traffic adjacent to the walk. Further, the right-of-way along both streets is not 30’ wide, so such area would have to impede into the property and use a substantial portion of the site that is needed for parking, the Drive-Through, and vehicular circulation. Staff supports the requested zoning relief to utilize the existing sidewalks on Gross Point Rd. and Crawford Ave. rather than the requirement of the Central Street Overlay District.
City staff is aware of concerns from nearby property owners who feel the on-site parking is inadequate for the restaurant and the proposed parking lease in the lot east of Sarkis is problematic when Sarkis is busiest, notably during the Friday – Sunday lunch time. Additionally, nearby property owners are specifically opposed to any commercial development north of the alley on the vacant Residentially-zoned property. The proposal does not extend beyond the 2628 Gross Point Rd. property lines and there is no plan to utilize the vacant residential for parking or other commercial purposes. The applicant attended a 6th Ward meeting on June 22, 2017 to discuss and address concerns raised by nearby property owners.

**Comprehensive Plan**
The Evanston Comprehensive General Plan encourages the redevelopment of blighted properties that promote neighborhood desirability. The Comprehensive Plan specifically includes:

- **Goal:** Retain and enhance a diversity of business, commercial, and industrial areas as desirable locations of economic activity.
- **Objective:** Retain and attract businesses in order to strengthen Evanston’s economic base.

The proposed Type 2 Restaurant will utilize a long-time vacant commercial property and provide a new business model that is not available in the immediate area and will provide sales tax revenue.

**Legislative History**
August 15, 2017: The ZBA recommended unanimous approval of the special use and variations with the following conditions:

1. Hours of operation shall not exceed 6am-10pm
2. Deliveries - applicant must produce a concrete plan for timing, location, and truck turning diagram, prior to City Council.
3. No deliveries between 10pm - 7am.
4. Employees shall not park on residential streets.
5. Business shall provide parking for employees.
6. Speaker box noise at the drive-through shall be no louder than the minimum necessary speaking level to be heard from the ordering vehicle.
7. Lights shall dim after business hours to provide a minimal level of lighting necessary for safety throughout the property as well as minimal light pollution.
8. Substantial compliance with the documents and testimony on record including Sustainability Plan.

**Attachments**
- Proposed Ordinance 88-O-17 (including parking agreement)
- August 15 Draft ZBA Meeting Minutes Excerpt
- ZBA Findings
- Delivery Hours Request
- Explanation of Parking Agreement
- Link to August 15, 2017 ZBA Packet
  - [https://www.cityofevanston.org/home/showdocument?id=25720](https://www.cityofevanston.org/home/showdocument?id=25720)
- Link to Additional Items Submitted at August 15, 2017 ZBA or later
  - [https://www.cityofevanston.org/home/showdocument?id=26669](https://www.cityofevanston.org/home/showdocument?id=26669)
88-O-17

AN ORDINANCE

Granting a Special Use Permit and Major Variations for an Active
Ground Floor Type 2 Restaurant with a Drive-Through Facility Located
at 2628 Gross Point Road in the B1a Business District and the oCSC
Central Street Overlay District (“Nic’s Organic Fast Food”)

WHEREAS, the Zoning Board of Appeals (“ZBA”) met on August 15,
2017, pursuant to proper notice, to consider case no. 17ZMJV-0064, an application filed
by Steven Kolber (the “Applicant”), architect of the property legally described in Exhibit
A, attached hereto and incorporated herein by reference, commonly known as 2628
Gross Point Road (the “Subject Property”) and located in the B1a Business Zoning
District and the oCSC Central Street Overlay Zoning District, for a Special Use Permit and
Major Variations to establish, pursuant to Subsection 6-10-3-3 of the Evanston City
Code, 2012, as amended (“the Zoning Ordinance”), an Active Ground Floor Type 2
Restaurant with a Drive-Through Facility, “Nic’s Organic Fast Food,” on the Subject
Property; and

WHEREAS, the Applicant requests the following Major Variations:

(A) The Applicant requests a twenty (20) foot rear yard setback where a twenty-five
(25) rear yard setback is required when abutting a residential district;

(B) The Applicant requests a pedestrian area of less than thirty (30) feet where
pedestrian areas of thirty (30) feet is required along Gross Point Road and
Crawford Avenue; and
(C) The Applicant requests reduced fenestration and still heights where a minimum sixty-five percent (65%) fenestration and ten (10) foot upper still heights are required facing Crawford Avenue; 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 an Active Ground Floor Type 2 Restaurant with a Drive-Through Facility and Major Variations met 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 October 9, 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-0064; and

WHEREAS, at its meetings of October 9, 2017 and October 23, 2017, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee, as amended,

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

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby adopts the P&D Committee’s records, findings, and recommendations, and hereby approves, pursuant to Subsection 6-3-8-10(D) of the Zoning Ordinance, the Special Use Permit for an Active Ground Floor
Type 2 Restaurant with a Drive-Through Facility and the Major Variations on the Subject Property as applied for in case no. 17ZMJV-0064.

SECTION 3: The Major Variation approved hereby is as follows:

(A) Approval to permit a twenty (20) foot rear yard setback on the Subject Property. Subsection 6-9-5-7(G) requires a twenty-five (25) rear yard setback when abutting a residential district on the Subject Property.

(B) Approval to permit a pedestrian area of less than thirty (30) feet on the Subject Property. Subsection 6-15-14-12 requires a pedestrian area of thirty (30) feet along Gross Point Road and Crawford Avenue on the Subject Property.

(C) Approval to permit reduced fenestration and still heights on the Subject Property. Subsection 6-15-14-14 requires a minimum sixty-five percent (65%) fenestration and ten (10) foot upper still heights facing Crawford Avenue 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 September 26, 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 10:00 p.m. on any given day.

C. **Employee Parking:** Employees may not utilize residential street parking during the hours of operation. The Applicant agrees to provide off-site parking for its employees, as noted in Parking Agreement attached as Exhibit C. Failure by the Applicant to provide off-site parking for its employees or permit employees to utilize residential street parking during hours of operation shall constitute grounds for penalties or revocation of this Special Use Permit and Major Variations.
D. Deliveries: All deliveries shall occur only between 7:00 a.m. and 10:00 p.m. on any given day.

E. Noise Levels: Applicant ensures that the speaker box noise at the drive-through shall be no louder than the minimum necessary sound level to be heard from the ordering vehicle.

F. 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.

G. 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

Adopted: ________________, 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

Lots 4 and 5 in Block 4 in First Addition to Evanston Highlands, being a Subdivision of the West 1/2 of Fractional Section 33, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 05-33-311-054-0000

Commonly Known As: 2628 Gross Point Road, Evanston, Illinois.
EXHIBIT B

GENERAL SITE PLAN
EXHIBIT C

PARKING AGREEMENT
AGREEMENT

This Agreement ("Agreement") is made and entered into on the dates set forth below by and between Sarkis Café, Inc. ("Sarkis") and Nic’s Organic Fast Food LLC ("Nic’s") and Benjamin Brittsan and Neal Zeavy, as Guarantors.

RECITALS

WHEREAS, Sarkis owns and operates a restaurant at 2632 Gross Point Rd, Evanston, Illinois;

WHEREAS, Nic’s owns and operates a restaurant at 2628 N Gross Point Rd, Evanston, Illinois, next door to Sarkis;

WHEREAS, Sarkis subleases a parking lot ("Parking Lot") adjacent to its premises pursuant to a Parking Lot Sublease Agreement; and

WHEREAS, Sarkis, as a courtesy to Nic’s, has agreed to allow Nic’s to use the parking lot as set forth herein;

NOW, THEREFORE, in consideration of the promises hereinafter set forth, the parties hereto agree as follows:

1. Nic’s is permitted to use six (6) and no more than six (6) parking spaces in the Parking Lot. Nic is also permitted its delivery trucks access through the Parking Lot into the alley way to deliver goods to Nic’s.

2. Sarkis may revoke and withdraw its permission for Nic’s use of the Parking Lot at any time and for any reason.

3. By this Agreement, Sarkis is not assigning, transferring, mortgaging, pledging, hypothecating or encumbering the Parking Lot or the Parking Lot Sublease Agreement or any interest or rights in either or any other right or asset owned or leased by Sarkis to Nic’s.

4. Nic’s shall indemnify, hold harmless and defend Sarkis and its successors, assigns, and officers from any claims, liability, loss, damage, lien, judgment, expense and cost, including reasonable attorneys’ fees and other litigation expenses ("Claims"), with respect to all Claims relating in any way to Nic’s use of the Parking Lot or this Agreement. The foregoing indemnification expressly includes, without limitation, the payment of all reasonable attorneys’ fees and costs incurred by Sarkis in defending any claims relating to Parking Lot Sublease Agreement or this Agreement or any injuries or property damage caused or related to Nic’s use of
the Parking Lot. Nic’s agrees that Sarkis may choose its own counsel in defending any claim referenced in this section.

5. Any obligations of Nic’s under this Agreement are guaranteed by the following two individuals, jointly and severally:

Benjamin Brittsan
926 Juniper Rd.
Glenview, IL 60025

Neal Zeavy
3308 NE 38th St.
Seattle, WA 98105
(“Guarantors”). Guarantors hereby irrevocably, absolutely and unconditionally guarantee, as primary obligors and not merely as surety, and as a guaranty of payment when due and not of collectability, to Sarkis and its successors and assigns the prompt and punctual payment and satisfaction in full of all obligations, liabilities and indebtedness of any kind, nature and description of Nic’s under this Agreement together with all claims for damages arising from the failure to pay such amounts or perform such obligations, and all costs and expenses (including, without limitation, reasonable attorneys’ fees and legal expenses) incurred in connection with the collection, enforcement and defense of any of Nic’s obligations, liabilities and indebtedness as aforesaid, including all costs and expenses (including, without limitation, reasonable attorneys’ fees and legal expenses) incurred in connection with enforcing this guaranty. Guarantors hereby waive, for the benefit of Sarkis and its successors and assigns, (i) any right to require Sarkis to proceed against Nic’s, (ii) any right to set-offs, recoupments and counterclaims, (iii) any right of subrogation, reimbursement, indemnification or contribution that Guarantors may have against Nic’s and (iv) to the fullest extent permitted by law, any defenses or benefits that may be derived from or afforded by law which limit the liability of or exonerate Guarantors.

6. Nic’s agrees to pay Sarkis the amount of $950.00 for attorney’s fees incurred in the preparation of this Agreement.

7. This Agreement shall be deemed to have been made within the State of Illinois, and shall be interpreted and construed and enforced in accordance with the laws of the State of Illinois without regard to its conflict of laws provision. Any action, suit, or proceeding to enforce or arising out of this Agreement shall be brought in the United States District Court for the Northern District of Illinois or the Circuit Court of Cook County, Illinois, each party, including Guarantors, hereby consenting to the jurisdiction of either such court.

REST OF PAGE INTENTIONALLY LEFT BLANK
In witness whereof, the undersigned parties have executed this Agreement on the dates specified below.

**SARKIS CAFÉ, INC.**

By: Marla Cramin

Date: October 2, 2017

**NIC'S ORGANIC FAST FOOD**

By: Benjamin Brittsan

Date: October 2, 2017

**BENJAMIN BRITTSAN, GUARANTOR**

Date: October 2, 2017

**NEAL ZEAVY, GUARANTOR**

Date: October 2, 2017
MEETING MINUTES EXCERPT
ZONING BOARD OF APPEALS
Tuesday, August 15, 2017
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Myrna Arevalo, Scott Gingold, Lisa Dziekan, Mary Beth Berns

Members Absent: Mary McAuley, Kiril Mirintchev, Violetta Cullen

Staff Present: Melissa Klotz, Scott Mangum
Presiding Member: Mary Beth Berns

Declaration of Quorum
With a quorum present, Chair Berns called the meeting to order at 7:00 pm.

Old Business

New Business

2628 Gross Point Road  ZBA 17ZMJV-0064
Steven Kolber, architect, applies for a special use permit for a Type 2 Restaurant, Nic’s Organic Fast Food (Zoning Code Section 6-9-5-3), a Drive-Through facility (Zoning Code Section 6-9-5-3), and for a Type 2 Restaurant as an Active Ground-Floor Use (Zoning Code Section 6-15-14-7), in the B1a Business District and the oCSC Central Street Overlay District. The applicant also requests major zoning relief for a 20’ rear yard setback where a 25’ rear yard setback is required when abutting a residential district (Zoning Code Section 6-9-5-7-G), Pedestrian Areas (Parkway/Street Furniture Zone + Sidewalk Clear Zone) of less than 30’ where 30’ is required along Gross Point Rd. and Crawford Ave. (Zoning Code Section 6-15-14-12), and reduced Fenestration and Sill Heights where a minimum 65% Fenestration and 10’ Upper Sill Heights are required facing Gross Point Rd. and Crawford Ave. (Zoning Code Section 6-15-14-14). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Ms. Klotz read into the record.

Ryan Arnaudov, architect, and Ben Britton, owner, explained the proposal:
- Site is located close to a major intersection, so site access is limited. Only a right-in is proposed on Crawford, and a right-in and right-out on Gross Point Rd.
- Building will have a green roof on the flat portion that is visible from the mezzanine seating area and grows plants.
- Drive-through queue is for 8 vehicles, and there is parking for 5 vehicles on-site.
- 10-15 customers will likely eat-in at one time; possibly 20 including the outdoor seating.
- Anticipate most of the customers will use the drive-through. The Rolling Meadows location is 60% drive-through during peak times and nearly 100% drive-through during non-peak times.
- Rolling Meadows location is 3,000 sq. ft. so it has much more seating and parking.
- Drive-through speaker is on the east side of the building facing Sarkis to minimize noise pollution.

Ms. Dziekan asked if there is a parking agreement in place for off-site parking, and the applicant responded there is nothing in writing yet because they are waiting on CVS corporate who owns the parking lot. Sarkis has no issue with the parking agreement. There are more than enough parking spaces on the lot for both Sarkis and Nic’s without overflowing vehicles onto any other properties.

Mr. Gingold noted the parking lot circulation could cause vehicles to back up onto Crawford if a drive-through vehicle is ready to exit out of the drive-through line. Chair Berns said the Crawford Ave. parkway is wide enough that if a vehicle needs to wait for a little while for a drive-through vehicle to exit the line, the car in the parkway won’t block street traffic. The Drive-through queue would have to be backed up by about 12 vehicles to truly block a vehicle entering from Crawford, which is unlikely. The applicant noted the average stacking during peak times at the Rolling Meadows location is 7-8 vehicles.

Chair Berns noted the traffic study showed the morning hours had one walk-in customer and 5 drive-through customers at the Rolling Meadows location. The owner confirmed the morning hours are slow, but the Evanston location will likely be somewhat busier. The owner explained the Evanston location is projected to make $1.2 million, which is enough for the business to remain viable, and is based upon 70% drive-through customers.

The architect continued:
- The building features a small second story mezzanine to make the building more interesting. This building is the model for all future Nic’s restaurants. All will be this small model. The second level helps add seating too since space is limited on the tight site.
- The dumpster is open from drive-through for employee use and from the alley for garbage truck pickup.
- All tanks from the previous gas station have been removed and remediation completed.
- Hours of operation will be 6am - 8pm Sunday-Thursday and till 9pm on Fridays and Saturdays.
- The applicant provided an updated 3D rendering of the building.
- Food is made to order so wait time is a bit more than traditional fast food.
- Deliveries are anticipated on Tuesdays and Thursdays via the alley. A half or full semi-truck will park in the alley and walk deliveries via the Crawford Ave. sidewalk. Deliveries will take 15-20 minutes between 7am-10am during the slow breakfast time. Delivery trucks are half and full semis. Once the business expands into the City over the next few years, deliveries will be made by smaller box trucks.
- Delivery semis will turn into alley from Crawford Ave. and then drive over to Sarkis lot and out onto Gross Point Rd.
Ms. Dziekan and Mr. Gingold wondered if semis could make the turn into the alley, and the applicant responded:

- If semis cannot make the turn, the delivery plan will be adjusted.
- Delivery trucks are refrigerated so they will stay running during deliveries.
- Restaurant will have a maximum of 6 employees at one time. Employees will not be allowed to park on-site so those spaces remain available to customers.

Mr. Gingold noted employees should not park on the street either.

Mr. Gingold asked about the concern of the drive-through speaker box noise that was raised in a letter submitted by a neighbor, and the applicant responded noise won’t be an issue because the speaker box faces towards the blank wall next to Sarkis.

The applicant continued:

- Lighting will be at zero at all lot lines by using shields on bollards with down-facing lights.
- Lights will be on timers to turn off at close.
- Security lights on the building will remain on for safety and to illuminate dark areas like the back of the drive-through lane.
- Fenestration on the building has been changed from the last plan – it now complies with the sill height and fenestration on the Gross Point façade. Aesthetic variations are now only needed for the Crawford façade.
- Restaurant will produce typical fast-food burger and fry smells.
- A black iron hood will vent to the flat part of the roof at the rear of the building near the alley.
- 30’ pedestrian area does not work at this site. Instead, sensitive landscaping with native species will be planted.

Mr. Gingold noted the staff memo indicated the 30’ pedestrian area is not appropriate at this site given the high traffic streets, which Ms. Klotz confirmed.

Joshua Huppert, 2630 Crawford Ave., explained:

- Busiest time is same as busiest time of Sarkis, when Sarkis parking lot is full and overflow goes into alley and residential lots.
- Submitted photos taken last Friday between 11am - noon of the Sarkis parking lot full with cars parked in the alley and on other property.
- Between 11am - 1pm, Sarkis doesn’t have enough parking for themselves, much less to lease to another restaurant.
- Previously there was a request for a Chase Bank at the site that included a parking lot on the residential lot. The neighborhood was against that and wants to protect the vacant residential lot across the alley.
- Concerned that Nic’s doesn’t have the parking lease yet.
- There is no parking on Gross Point and limited parking on Crawford, but no sidewalk on that side of the street.

Mr. Gingold noted the ZBA can condition the special use to prohibit employees from using residential parking, and can control how and when trucks use the alley. With a limited number of parking spaces on site, customers will either wait for a parking space or go somewhere else, so the customer parking should self-regulate itself.
Chair Berns asked Ms. Klotz to explain what would happen if this restaurant closes and another restaurant wanted to locate on the property, and Ms. Klotz explained a change from Nic’s Organic Fast Food to any other Type 2 Restaurant would either trigger a Substitution of Special Use, which is an administrative process where additional or new conditions can be imposed by the Zoning Administrator, or a new Special Use would be required (if the restaurant is quite different operationally) that would go to the ZBA and City Council.

Ms. Dziekan asked if the neighbor concerns are mostly related to the drive-through since it makes sense to locate a restaurant on a commercial property. Mr. Huppert responded that the proposal is too much for the property. There is too much building and not enough space for the drive-through and adequate parking.

Chair Berns clarified the parking requirement is met. She also noted she anticipates the restaurant will be a neighborhood destination with a number of residents who will walk or bicycle there. Mr. Huppert responded that there is no sidewalk extending up Crawford Ave. on that side of the street so most people will not walk or bike there, and those that do will have to cross busy streets.

Mr. Huppert continued that the Standard that the lot is peculiar is not met because it is a normal lot. Also, the project will diminish the value of nearby properties. There will be a negative cumulative effect when considering Sarkis and Hot Dog Island, both which do not have enough parking already. The Standards are not met.

Megan Lutz, 2637 Crawford Ave., explained she lives at the second adjacent residential property and her home is closest to the restaurant. She would like a condition that noise not carry beyond the property and is concerned that noise from the drive-through will travel over the fence into her second floor bedrooms. A similar condition was placed on Walgreens at Dodge and Main. This is the only property in the Central Street Overlay that allows drive-throughs so extra scrutiny should be given to this proposal. The Central Street Overlay specifically prohibits drive-throughs because of the nearby Starbucks and the traffic and parking issues that are there. Ms. Lutz also requested further information about how many and exactly where parking spaces will be leased within the Sarkis lot. She noted she is happy the owner will pave the alley for their truck deliveries, but wants to ensure the alley remains public with no quid pro quo that the alley can then be used for parking or to access parking onto the residential lot behind the restaurant. Ms. Lutz noted her concern that semis won’t be able to make the turn into the alley off of Crawford. Conditions are needed for speaker noise, truck delivery time and location, and employee parking be prohibited on residential streets.

Carolyn Bryzinski, 3307 Central St., agreed with previous neighbor comments but supports the organic restaurant opportunity. More landscaping is needed, including landscaping of the CVS/Sarkis lot.

The architect and owner responded:

- The restaurant will generate less traffic than the gas station did.
- Sharing the Sarkis parking lot is a great use of shared parking since the two restaurants have different peak hours. Nic’s will be busiest in the evenings.
- The drive-through speaker box is in the least offensive area facing towards a
blank wall to minimize noise.

- Deliveries will be difficult to make but Nic’s will work with the site conditions to make sure it works.

Mr. Gingold suggested the applicant reach out to Sarkis to see how they do deliveries since they appear to be successful with deliveries without impacting the neighborhood or traffic.

The ZBA entered into deliberation:

Ms. Dziekan noted she loves the business concept. The biggest concern is the deliveries and whether trucks can make the turn into the alley. Mr. Gingold agreed and noted the property has been vacant for 10 years, which is not good for anyone. The microeconomics of the limited parking will work itself out and people either won’t go to the restaurant if there is not available parking, or they will use the drive-through. With appropriate conditions, the proposal is a good use of the property.

Ms. Arevalo agreed and suggested signage should be placed at the curb cuts to direct traffic appropriately.

Chair Berns complemented the applicant for the flexibility the applicant has shown by working through concerns brought up by both staff and neighbors. She agreed the parking will work itself out.

The standards for variation were addressed:

1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes

Mr. Gingold motioned to recommend approval of the variations, which was seconded by Ms. Arevalo and unanimously approved with the following conditions:

1. Variations are subject special use approval.
2. Substantial compliance with the documents and testimony on record.

The standards for special use were addressed:

1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes
8. Yes
9. Yes
Mr. Gingold motioned to recommend the special uses, which were seconded by Ms. Dziekan and unanimously approved with the following conditions:

1. Hours of operation shall not exceed 6am-10pm
2. Deliveries - applicant must produce a concrete plan for timing, location, and truck turning diagram, prior to City Council.
3. No deliveries between 10pm - 7am.
4. Employees shall not park on residential streets.
5. Business shall provide parking for employees.
6. Speaker box noise at the drive-through shall be no louder than the minimum necessary speaking level to be heard from the ordering vehicle.
7. Lights shall dim after business hours to provide a minimal level of lighting necessary for safety throughout the property as well as minimal light pollution.
8. Substantial compliance with the documents and testimony on record including Sustainability Plan.

**Other Business**

**Discussion**
There was no additional discussion.

The meeting adjourned at 10:13pm.
After conducting a public hearing on August 15, 2017, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-3-5-10 of the Zoning Ordinance:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
<th>Vote 4-0</th>
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<tbody>
<tr>
<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
<td>X Met</td>
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<tr>
<td></td>
<td>Not Met</td>
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<tr>
<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
<td>X Met</td>
<td></td>
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<tr>
<td></td>
<td>Not Met</td>
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<tr>
<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
<td>X Met</td>
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<td></td>
<td>Not Met</td>
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<tr>
<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td>X Met</td>
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<td></td>
<td>Not Met</td>
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</table>
(E) It can be adequately served by public facilities and services

- X Met  _____Not Met
  Vote 4-0

(F) It does not cause undue traffic congestion;

- X Met  _____Not Met
  Vote 4-0

(G) It preserves significant historical and architectural resources;

- X Met  _____Not Met
  Vote 4-0

(H) It preserves significant natural and environmental features; and

- X Met  _____Not Met
  Vote 4-0

(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.

- X Met  _____Not Met
  Vote 4-0

and based upon these findings, and upon a vote

  4 in favor & 0 against

Recommends to the City Council

- approval without conditions
- denial of the proposed special use
  x approval with conditions specifically:

1. Hours of operation shall not exceed 6am-10pm
2. Deliveries - applicant must produce a concrete plan for timing, location, and truck turning diagram, prior to City Council.
3. No deliveries between 10pm - 7am.
4. Employees shall not park on residential streets.
5. Business shall provide parking for employees.
6. Speaker box noise at the drive-through shall be no louder than the minimum necessary speaking level to be heard from the ordering vehicle
7. Lights shall dim after business hours to provide a minimal level of lighting necessary for safety throughout the property as well as minimal light pollution.
8. Substantial compliance with the documents and testimony on record including Sustainability Plan.
<table>
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<th>Attending:</th>
<th>Vote:</th>
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<tbody>
<tr>
<td>X Mary Beth Berns</td>
<td></td>
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<td>X Myrna Arevalo</td>
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<td>X Scott Gingold</td>
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<td>Violetta Cullen</td>
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<td>X Lisa Dziekan</td>
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<tr>
<td>Mary McAuley</td>
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<tr>
<td>Kiril Mirintchev</td>
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In the case of

**Case Number:** 17ZMJV-0064  
**Address or Location:** 2628 Gross Point Rd.  
**Applicant:** Steven Kolber, architect  
**Proposed Zoning Relief:** 20’ rear yard setback where 25’ is required, pedestrian areas of less than 30’ where 30’ is required (parkway/street furniture zone + sidewalk clear zone) along Crawford Ave. and Gross Point Rd., reduced fenestration and sill heights where a minimum 65% fenestration and 10’ upper sill heights are required on Crawford Ave. facade

After conducting a public hearing on August 15, 2017, the Zoning Board of Appeals makes the following findings of fact, based upon the standards for major variances specified in Section 6-3-8-12 of the City Code:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
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<tbody>
<tr>
<td>(A) The requested variation will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties;</td>
<td>____X___Met  ____Not Met</td>
</tr>
<tr>
<td>(B) The requested variation is in keeping with the intent of the zoning ordinance;</td>
<td>____X___Met  ____Not Met</td>
</tr>
<tr>
<td>(C) The alleged hardship or practical difficulty is peculiar to the property;</td>
<td>____X___Met  ____Not Met</td>
</tr>
<tr>
<td>(D) The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out;</td>
<td>____X___Met  ____Not Met</td>
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<td>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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<tr>
<td>(F)</td>
<td>The alleged difficulty or hardship has not been created by any person having an interest in the property;</td>
</tr>
<tr>
<td>(G)</td>
<td>The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property;</td>
</tr>
</tbody>
</table>

and, based upon these findings, and upon a vote of

4 in favor & 0 against

recommends to the City Council

X approval with conditions

denial

1. Variations are subject special use approval.
2. Substantial compliance with the documents and testimony on record.

**Attending:**

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<th>Aye</th>
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<td>_____</td>
<td>Violetta Cullen</td>
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<tr>
<td>X</td>
<td>Mary Beth Berns</td>
<td>X</td>
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<td>X</td>
<td>Lisa Dziekan</td>
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<tr>
<td>X</td>
<td>Scott Gingold</td>
<td>X</td>
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<td>X</td>
<td>Myrna Arevalo</td>
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<td></td>
<td>Mary McAuley</td>
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470 of 525
Nic's Organic Fast Food

2826 Gross Point Road, Evanston IL

September 26, 2017

Deliveries Plan:

Good Afternoon,

Please accept this letter, and accompanying documents, as a formal explanation of our intended Delivery Methods for Nic's Organic Fast Food in Evanston.

Deliveries will be split between four (4) purveyors and will take place on Tuesday, Thursday, and Friday of each week. Most deliveries will last approximately 30 minutes.

Deliveries will typically range from 7am to 10am.

We have recently learned Sarki's restaurant receives deliveries between 4am and 6am, which is typical of restaurants, and for bread and produce deliveries. As this is an existing condition, occurring at the same lot as our deliveries for the same type of product, we formally request we are granted the same rights as the neighboring restaurant, and be allowed to have deliveries if needed between 5am and 7am.

Purveyors of bread and produce, as well as Costco Business will deliver once a week.

Blackwing Meats will delivery once every two weeks.

The biggest truck is the Costco business truck, and it is a 53'-0" semi. Some of the Purveyors use refrigerated trucks, which will have to idle while unloading.

All deliveries will come onto the Sarki's Lot from Gross Point Road. The trucks will then drive into the public alley behind Nic's, idle / park there, complete the delivery via the sidewalk on Crawford Avenue and into Nic's Restaurant. Access into Nic's will be directly to the Kitchen / Back of House. After completing delivery, the trucks will exit onto Crawford Avenue heading East.

We have provided a truck turning diagram illustrating the necessary turning radius for the biggest delivery truck (53'-0"), and how it works with the existing parking lot, alley, and intersection. We are confident these documents illustrate or intended delivery plan for Nic’s Organic Fast Food. Should you have any questions, please do not hesitate to contact me.

Sincerely,

[Signature]

Benjamin Brittsan, owner
Nic's Organic Fast Food
2826 Gross Point Road, Evanston IL
September 28, 2017

Re-Striping of Sarki's Parking Lot:

Good Afternoon,

As the owner of Nic’s Organic Fast Food, I am very excited and anxious to join the neighborhood at Gross Point Road and Crawford Avenue. We have already been working with the city, as well as the local residents, to make the coming opening of Nic’s a pleasant and welcoming experience for everyone. We also understand the concerns of our future neighbors about the number of cars and traffic our restaurant may attract. While we are fully in compliance with local zoning parking requirements, and have demonstrated that there will be minimal increase in traffic through a detailed Traffic Study Report, we want to make sure that everyone is as excited for our project as we ourselves are.

It appears the main complaint from the local residents has been that there are not enough parking spots at the Sarki’s Parking lot for everyone to share. I have taken the initiative to prepare an arrangement with the owners of Sarki’s to have access to their parking lot without penalties. However, in good faith, and as a future member of this community, I am willing to take this a step further, with the hopes that my proposal will put all concerns about parking to rest.

Currently, the striping of Sarki’s Parking lot is in poor condition. In some areas it is practically non-existent. The current spots that are marked are much larger than zoning requires and, as a result, parking at Sarki’s has become a “first come first served” free for all. It is understandable that the lot can overfill quickly if drivers have no way of using a clearly marked parking spot on the lot. There are currently 29 existing spots.

I will patch, sealcoat, and re-stripe the existing lot into 35 new parking spaces. This way Sarki’s will keep the current count of 29 spaces, and I will have access to the additional 6 new spaces as an option for my employees to use, if they require it. The lot is approximately 15,500 SF, and there is more than enough room to provide 35 typical parking spaces (8’-6” x 18’-0” each). We have already provided the city with an existing and proposed new layout for the parking lot.

I have taken it upon myself as the new business owner on the block to update the striping at Sarki’s in order to accommodate the parking needs of both restaurants. I will bear the expense for this work, as a gesture of good faith to the community, and expect that no other issues regarding parking for my restaurant will arise. This solution benefits everyone in the community and addresses all concerns that have been raised during our public hearings.

Sincerely,

[Signature]

Benjamin Brittsan, Owner
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
      Melissa Klotz, Zoning Planner
      Meagan Jones, Neighborhood and Land Use Planner

Subject: Ordinance 103-O-17
         Planned Development, 1450-1508 Sherman Ave., 17PLND-0052

Date: October 19, 2017

Recommended Action:
The Plan Commission and staff recommend adoption of Ordinance 103-O-17 for
approval of the Planned Development to construct a 15-story, 273-unit residential
building with 6,800 square feet of ground floor commercial space, and 200 parking
spaces. The Plan Commission’s recommendation was based on a previous version of
the development plan for a 16-story, 286-unit residential building with 9,321 square feet
of ground floor commercial space, and 186 parking spaces.

This memo has been updated to reflect the revised proposal received the week of
October 16th. Staff will continue to work with the applicant on the design of the building
throughout the approval process. If the project is approved, final Design and Project
Review (DAPR) approval and issuance of the building permit will not be granted until
there is agreement between staff and the applicant regarding building elevations and
materials.

The development includes site development allowances for the following:

- Number of dwelling units: 273 units proposed where a maximum 93 units are
  permitted.
- Building Height: 145 feet (168 feet 4 inches including parking floors) proposed
  where a maximum 105 feet (plus up to 4 parking floors) is permitted in the D4
  District and up to 145 feet (plus up to 4 parking floors) as a site development
  allowance.
- Floor Area Ratio: 5.99 proposed where 5.4 is permitted in the D4 District and 6.0
  as a site development allowance.
- Ziggurat setback: 5 feet proposed at southeast corner of site and approximately
  40 feet at the northeast corner of the site where 40 feet is required beginning at a
  height of 42 feet.
Livability Benefits:
Built Environment – Provide Compact and Complete Streets and Neighborhoods.
Built Environment -- Support Housing Affordability.

Background:
The 0.86-acre property, which stretches from 1450 to 1508 Sherman Avenue, is improved with a one-story restaurant (Tommy Nevin’s Pub), a small parking lot, a second one-story building with a restaurant (Prairie Moon) and fitness studio (Pilates Connection), and a mostly vacant two-story building with office space on the second floor.

The uses surrounding the site include Harper Park directly south of Lake Street and Emmanuel Lutheran Church, and a six-story residential building on the block southeast of the proposed development site. To the east is the thirteen-story Holiday Inn Express Hotel (150 feet in height), a two-story parking deck owned by Holiday Inn with public parking, and a two-story commercial building. Just north of the site on the same block are a two-story building and one-story building with restaurants and office space. To the immediate west is a public alley and Chicago Transit Authority (CTA) and Metra railroad right-of-ways.

Site Layout:
The site is an irregularly shaped area that is approximately 150 feet deep at the north end and 69 feet deep at the south end with approximately 335 feet of frontage on
Sherman Avenue. The massing of the proposed building contains two sections: a three-story brick veneer base featuring 6,800 square feet of ground-floor commercial space and a parking garage with 200 parking spaces, and then a modern twelve-story glass and metal veneer residential tower above the base that is set back from the street in a curvilinear S shape. The lower portion of the building is built to the east and west property lines. The north side of the building is setback 4 feet 9 inches from the property line while the south end of the building is setback 39 feet 9.5 inches to accommodate the proposed publicly accessible pocket park at the corner of Lake Street and Sherman Avenue. The residential portion of the building meets the ziggurat setback on the northeast end of the property. However, due to the shape of the site and the building, the residential portion curves to within five feet of the property line at the southeast corner of the tower along Sherman Avenue.

The ground floor features two commercial spaces for a total of 6,800 square feet. The commercial space at the corner of Lake Street and Sherman Avenue is proposed to include a restaurant. The ground floor also includes a residential lobby, and the first level of the parking garage with 33 parking spaces (that are accessed via the alley). Two of the parking spaces are dedicated car-sharing spaces that will be accessible to the public, and 28 are tandem parking spaces. The second and third floors feature a combined 167 parking spaces for a total of 200 parking spaces at the development including an additional 20 tandem spaces. A 15-minute on-street loading/drop-off zone is proposed in front of the lobby entrance and will be monitored by a 24-hour concierge.

The building meets required setbacks for the D4 Zoning District with the exception of the required upper-level ziggurat setback along Sherman Avenue. The roof of the top floor of the building is at 166 feet 4 inches. The Zoning Ordinance excludes parking levels from the building height, which brings the height to 145 feet. The base of the building is built to the east property line, two feet back from the west property line adjacent to the alley, 39 feet 9.5 inches from the south property line, and 4 feet 9 inches from the north property line adjacent to two commercial buildings.

Vehicular access to the building is via the north-south alley off of Lake Street that follows the train embankment. The applicant proposes to convert the alley to one way northbound traffic only between Lake Street and Grove Street for better traffic circulation. The garage entrance is located near the northern end of the building off of the alley, while the three loading berths are located towards the southern end of the building. Trash collection will also be in this area.
The applicant will install new streetscape elements along Sherman Avenue and Lake Street that will maintain the existing sidewalk width and also include 13 new street trees and four bike racks for building visitors. A Divvy Bike Share station is proposed to be installed near the Sherman Avenue and Lake Street intersection, and a bike room for building residents will be located on the ground floor of the building. A public pocket park is proposed off of Lake Street that will have two additional trees and a public art display. Landscaping will screen the pocket park from the alley, and a clear demarcation wall be provided to separate the outdoor restaurant seating area from the rest of the pocket park (no less than 75% of the park area is reserved for public access and use).

Compliance with the Zoning Ordinance:
Planned Development
The applicant proposes to construct a 15-story multiple-family building with 273 dwelling units, 6,800 square feet of commercial space and 200 parking spaces.

The applicant requests the following site development allowances:

<table>
<thead>
<tr>
<th>Site Development Allowances</th>
<th>Required / Max. Permitted in the D4 District</th>
<th>Site Development Allowance</th>
<th>Proposed</th>
<th>Exceeds Max Site Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested</td>
<td>Allowance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>--------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of dwelling units</td>
<td>93 (400 sq. ft./DU)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Height</td>
<td>105 feet (plus up to 4 floors of parking) +40 feet= 145 feet (plus up to 4 floors of parking)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Area Ratio</td>
<td>5.4 +.6 = 6.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ziggurat setback</td>
<td>40 foot setback at 42 foot building height no minimum</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Updated to reflect recently adopted TOD parking regulation, Ord. 92-O-17.*

**Parking and Traffic:**
Based on the number and type of dwelling units proposed (147 studio units, 81 one-bedroom units, and 45 two-bedroom units) and 6,800 square feet of commercial space, the development is required to have a total of 187 parking spaces. The applicant proposes a total of 200 parking spaces (0.73 per dwelling unit and 0.62 per bedroom) for the development.

The applicant submitted a Parking and Traffic Study by Kenig, Lindgren O'Hara & Aboona, Inc. (KLOA). The property is located approximately ¼ mile from the Davis Street Metra and CTA stops and less than ¼ mile from the Dempster Street CTA station. Since the building is located in close proximity to transit stops, multiple bus lines (CTA Bus Routes 201 and 205), an existing Divvy Bike Station at Benson Avenue and Church Street, and an existing Zipcar car sharing station at 1603 Orrington Avenue, the study concludes that the previously proposed 186 parking spaces will meet the parking demand of the building tenants. Similar to other recently approved planned developments, residents of the development will not be eligible for residential on-street parking permits in the area. The site is not located within any parking district, but is in close proximity to residential parking districts F to the west and B to the south.

The Parking and Traffic Study also provides an analysis of the existing traffic conditions (including vehicle, bicycle, and pedestrian traffic) and assesses the impact of the proposed development on the existing road network. Based on the traffic counts on roadways surrounding the site taken on March 9, 2017 during peak commuting periods (7:00 to 9:00 A.M. and 4:00 to 6:00 P.M.) and the adjacent public alley on July 20, 2017, the peak traffic volume is expected to occur weekday mornings between 8 am - 9 am
and weekday evenings between 5 pm - 6 pm. According to the most recent Census data, 52% of residents renting in the area do not own a vehicle and over 50% of area residents use alternative modes of transportation to and from work, resulting in a reduction in the traffic generated by nearby residential developments. When taking all transportation mode into account, which reduces the vehicular traffic by 50%, the Study concludes approximately 75 new vehicular trips will be generated by the development during the morning peak hour and 109 vehicular trips during the evening peak hour on weekdays.

The Study also indicates that with the addition of development traffic, all surrounding streets will continue to operate at generally similar levels of service. The Study also recommends that the signalized intersection at Sherman Avenue and Grove Street be improved to include countdown pedestrian signals on all four corners of that intersection. Staff requests the developer pays $15,000 towards the countdown signals as a public benefit when this traffic signal is upgraded within the next five years.

Inclusionary Housing:
The development is subject to the Inclusionary Housing Ordinance that requires on-site affordable housing units or a fee-in-lieu of on-site units. The developer has agreed to the full amount of the fee-in-lieu of on-site units at a total amount of $2,700,000 as well as providing two on-site studio units rented at 60% of Area Median Income (AMI) levels as a public benefit. In response to the Plan Commission recommendation, the developer has offered an alternative equivalent proposal to provide fifteen on-site units and no fee-in-lieu. The proposal is incorporated into proposed Ord. 103-O-17; a financial analysis of project feasibility by Housing & Grants Administrator Sarah Flax may be found in the attached memo. Alternative equivalent proposals are subject to City Council approval.

Public Benefits:
The applicant has committed to the following public benefits as part of the Planned Development proposal:

1. A $50,000 contribution to the City of Evanston towards capital improvement for landscaping and park revitalization.
3. A publicly accessible pocket park at the south end of the site.
4. A $50,000 contribution for public art and light program to benefit the immediate neighborhood.
5. Restoration of the Lake Street Metra viaduct for two lifecycles of the life of the restored paint in the form of painting and lighting upgrades, or a $50,000 per life cycle fee-in-lieu of at the discretion of the City Manager or his/her designee.
6. $60,000 towards the installation of a Divvy Bike Share station to be located within 700 feet of the development site.
7. Incorporation of two publicly accessible car-share spaces on the site.
8. Memberships for Divvy or similar car share membership for residents of the development who do not own a vehicle registered in Illinois, for the duration of their residence in the building.
9. 18-Month training workshops in construction for Evanston Township High School students on-site and in class.
10. Resurfacing of Sherman Avenue to full street width, curb to curb, from Lake Street to Grove Street post construction and restore the alley west adjacent to the Subject Property.
11. Streetscape improvements and maintenance along Lake Street and Sherman Avenue including lighting, new sidewalk and landscaping.
12. Utilization of measures to mitigate harm to migratory birds. Including meeting LEED Credit 55 standards for Bird Strike Glass for the base of the building and specified mitigating measures for the remainder of the building.
13. Wayfinding signage pointing to transit services at the Davis St. Metra/CTA/Pace/Divvy stations and directing safe pedestrian routes to the Dempster St. CTA Station.
15. Waiving move-in fees for Evanston’s Top 10 Employers by size.
16. Additional green building measures beyond the required LEED Silver rating with a goal of LEED Gold.
17. Employment of at least 5 Evanston residents, with a goal of 10 Evanston residents, during construction.
18. Burying of overhead utility lines in the alley adjacent to the property.
19. $15,000 towards the installation of pedestrian countdown timers for nearby traffic signals, as recommended in the Traffic and Parking Study.

The complete list of public benefits will be finalized prior to the consideration by the City Council and will be explicitly required within the Planned Development Ordinance.

Standards of Approval:
The proposed development meets the standards for Special Use in Section 6-3-5-10, the Standard for Planned Developments in Section 6-3-6-9 and standards and guidelines established for Planned Developments in the D4 Downtown Transition District (Section 6-11-1-10).

The proposed development will not have an adverse effect on the value of adjacent properties. The street and sidewalk network, as well as water, sewer, electricity and gas infrastructure already exist and service the existing buildings on the site. The applicant
has submitted a documentation of the availability of public utility infrastructure in the area.

The applicant has submitted a parking and traffic study that confirms there will be minimal effect to the level of service on existing surrounding roadways. The access to the parking garage will be provided via the alley as will the residential and commercial loading docks. A new 15 minute loading/drop-off area will be located in front of the lobby entrance and monitored by a 24 hour concierge. The applicant will close one existing curb cut on Sherman Avenue, thereby providing a more continuous pedestrian environment. The loading docks and parking for the commercial use are located adjacent to the railroad tracks and away from Sherman Avenue reducing the effects of the traffic flow on this street and minimizing effects on adjacent uses.

The proposed site development allowances are necessary for a desirable redevelopment of the site with significant public benefits. The proposed development is compatible with other similar developments in the area and is not of such nature in height, bulk and scale to exercise any influence contrary to the purpose and intent of the Zoning Ordinance. The proposal is consistent with the vision and goals of the Comprehensive Plan for redevelopment of underutilized properties with uses compatible with the surrounding neighborhood.

**Legislative History:**

October 9, 2017 - Following presentations and public comment, the Planning and Development Committee of the City Council held the item in Committee.

September 13, 2017 – The Plan Commission recommended, 4-2, to approve the proposed Planned Development with conditions as outlined in the staff report memo dated September 8, 2017, in addition to the condition that the development provide a minimum of 15 on-site units affordable at 50% to 60% AMI with a mix of studios, 1-bedroom and 2-bedroom apartments and is otherwise consistent with the Inclusionary Housing Ordinance.

August 9, 2017 – The Plan Commission opened the public hearing and heard testimony by the applicant and general public. At the request of a nearby resident, the hearing was continued to September 13, 2017.

August 2, 2017 – The Design and Project Review Committee (DAPR) Committee recommended unanimous approval of the proposed development with the condition that the plans be revised based on staff comments made during the meetings and in the project review letter.

July 26, 2017 – The Design and Project Review Committee (DAPR) Committee began
review of the project and voted to continue the project to the next meeting to address concerns mentioned during the meeting.

Attachments
Proposed Ordinance 103-O-17 including Development Plans
Inclusionary Housing Memo dated 10/9/17
Plan Commission Meeting Minutes 08/09/2017 and 09/13/2017
Link to Plan Commission Packet documents for 09/13/2017
  https://www.cityofevanston.org/home/showdocument?id=26193
  https://www.cityofevanston.org/home/showdocument?id=26213
Link to Traffic Study and Updated Zoning Analysis
  https://www.cityofevanston.org/home/showdocument?id=27963
Link to CoUrbanize project page including online comments
  https://courbanize.com/projects/1450-sherman/information
AN ORDINANCE

Granting a Special Use Permit for a Planned Development
Located at 1450-1508 Sherman Avenue in the D4 Downtown Transition District
(“Albion”)

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 1979, as amended, (“the Zoning Ordinance”); and

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WHEREAS, Albion at Evanston LLC (the “Applicant,” substituted for Albion Residential LLC, the Original Applicant), purchaser of the property located at 1450-1508 Sherman Avenue, Evanston, Illinois (the “Subject Property”), legally described in Exhibit A, which is attached hereto and incorporated herein by reference, applied, pursuant to the provisions of the Zoning Ordinance, specifically Section 6-3-5, “Special Uses”, Section 6-3-6, “Planned Developments”, and Subsection 6-11-1-10, “Planned Developments” in Downtown Zoning Districts, to permit the construction and operation of a Planned Development with accessory parking located at the Subject Property in the D4 Downtown Transition Zoning District (“D4 District”); and

WHEREAS, the Applicant sought approval to construct a new sixteen (16) story one hundred seventy eight (178) foot tall mixed use commercial and residential building consisting of two hundred eighty six (286) dwelling units, approximately 9,321 gross square feet of ground floor commercial space, with one hundred eighty-six (186) parking spaces; and

WHEREAS, construction of the Planned Development, as proposed in the application, requires exception from the strict application of the Zoning Ordinance with regards to number of dwelling units per lot size, floor area ratio (FAR), building height, number of parking spaces, ziggurat setbacks, and drive aisle width; and

WHEREAS, pursuant to Subsection 6-3-6-5 of the Zoning Ordinance, the City Council may grant Site Development Allowances to the normal district regulations established in the Zoning Ordinance; and
WHEREAS, on August 9, 2017 and September 13, 2017, in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Zoning Ordinance, the Plan Commission held a public hearing on the application for a Special Use Permit for a Planned Development, case no. 17PLND-0052, heard extensive testimony and public comment, received other evidence, and made written minutes, findings, and recommendations; and

WHEREAS, the Plan Commission’s written findings state that the application for the proposed Planned Development meets applicable standards set forth for Special Uses in Subsection 6-3-5-10 of the Zoning Ordinance and Planned Developments in the D4 Zoning District per Subsection 6-11-1-10 of the Zoning Ordinance; and

WHEREAS, the Plan Commission recommended the City Council approve the application with conditions; and

WHEREAS, on October 9, 2017, the Planning and Development (“P&D”) Committee of the City Council held a meeting, in compliance with the provisions of the Open Meetings Act and the Zoning Ordinance, received input from the public, carefully considered and adopted the findings and recommendations of the Plan Commission, and recommended approval thereof by the City Council; and

WHEREAS, on October 19, 2017, the Applicant submitted revised plans seeking approval for the following: approval to construct a new fifteen (15) story one hundred sixty eight (168) foot and eight (8) inch tall mixed use commercial and residential building consisting of two hundred seventy three (273) dwelling units, with a
floor area ratio of approximately 5.99, approximately 6,800 gross square feet of ground floor commercial space, with two hundred (200) parking spaces; and

WHEREAS, construction of the Planned Development, as presented in the submitted revised plans dated October 19, 2017, requires exception from the strict application of the Zoning Ordinance with regards to number of dwelling units per lot size, floor area ratio (FAR), building height, and ziggurat setbacks; and

WHEREAS, at its meetings of October 9, 2017, and October 23, 2017, held in compliance with the Open Meetings Act and the Zoning Ordinance, the City Council considered the recommendation of the P&D Committee, the Applicant’s amended application dated October 19, 2017, received additional public comment, made certain findings, and adopted said recommendation; and

WHEREAS, it is well-settled law that the legislative judgment of the City Council must be considered presumptively valid (see Glenview State Bank v. Village of Deerfield, 213 Ill.App.3d 747 (1991)) and is not subject to courtroom fact-finding (see National Paint & Coating Ass'n v. City of Chicago, 45 F.3d 1124 (7th Cir. 1995)),

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

SECTION 1: The foregoing recitals are hereby found as facts and incorporated herein by reference.

SECTION 2: Pursuant to the terms and conditions of this ordinance, the City Council hereby grants the Special Use Permit applied for in case no. 17PLND-0052, to allow construction and operation of the Planned Development described herein.
SECTION 3: The City Council hereby grants the following Site Development Allowances:

(A) **Number of Dwelling Units Per Lot Size:** A Site Development Allowance is hereby granted for two hundred seventy-three (273) dwelling units, whereas subsection 6-11-5-4-(B) of the Zoning Ordinance allows a maximum of ninety-three (93) dwelling units for a lot sized at 37,279 sq. ft. in the D4 District.

(B) **Floor Area Ratio (FAR):** A Site Development Allowance is hereby granted for a 5.99 floor to area ratio, whereas subsection 6-11-5-6 of the Zoning Ordinance requires a maximum floor area ratio of 5.4 in the D4 District, with Subsection 6-11-1-10(C)(2) allowing for an additional development allowance of 0.6 FAR.

(C) **Building Height:** A Site Development Allowance is hereby granted for an approximately one hundred forty-five (145) foot maximum building height, excluding the height of parking levels two and three per subsection 6-11-5-8, whereas subsection 6-11-5-8 of the Zoning Ordinance requires a maximum allowed building height of one hundred five (105) feet in the D4 District, with Subsection 6-11-1-10(C)(1) allowing for an additional forty (40) feet of height in the D4 District.

(D) **Ziggurat Setback:** A Site Development Allowance is hereby granted permitting a ziggurat setback of five (5) feet from the Subject Property line at a building height of forty-two (42) feet, whereas subsection 6-11-1-4 of the Zoning Ordinance requires a minimum of a forty (40) foot ziggurat setback from the Subject Property line above the building height of forty-two (42) feet for this particular mixed use building along the Sherman Avenue street front in the D4 District.

SECTION 4: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the Special Use Permit granted hereby, which may be amended by future ordinance(s), and violation of any of which shall constitute grounds for penalties or revocation of said Special Use Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(A) **Compliance with Applicable Requirements:** The Applicant shall develop and operate the Planned Development authorized by the terms of this ordinance in substantial compliance with: the terms of this ordinance; the Site and Landscape Plans in Exhibits B and C, attached hereto and incorporated herein by reference; all applicable legislation; the Applicant’s testimony and representations to the Design and Project Review Committee, the Plan Commission, the P&D Committee, and the City Council; and the approved documents on file in this case.
(B) Construction Management Plan: The Applicant shall sign and agree to a Construction Management Plan (CMP) with the City of Evanston prior to issuance of the Building Permit. The CMP shall include but is not limited to the following: construction phasing/staging plans; construction hours; site access including traffic and pedestrian safety plans; contractor parking; damage control and vibration monitoring; construction exhibits; project communication and signage.

(C) Capital Improvement Contribution: The Applicant shall pay a one-time contribution of fifty thousand dollars ($50,000) to the City for capital improvements for park revitalization. The contribution will be made prior to issuance of the Final Certificate of Occupancy (FCO).

(D) Harper Park Maintenance Program: The Applicant shall implement a maintenance program for Harper Park. The Applicant shall be responsible for ongoing and regular maintenance of this park which will include, but is not limited to cutting grass, removal of weeds, removal of pests, removal and clean-up of litter, emptying of garbage and recycling receptacles, planting and watering of annuals, and trimming hedges or other shrubbery.

(E) On-Site Public Park: Applicant agrees to create a publicly accessible pocket park on the South end of the Subject Property, as depicted in Exhibit B. This park shall be maintained by Applicant as a “four-seasons” public space. No less than seventy-five percent (75%) of the pocket park’s square footage shall be utilized for public use.

(F) Public Art and Light Program Contribution: The Applicant shall pay a one-time contribution of fifty thousand dollars ($50,000) to the City’s Public Art Fund for installation of a piece of public art and a light program to benefit the immediate neighborhood. The contribution will be made prior to issuance of the FCO.

(G) Metra Viaduct Restoration: Applicant must restore the Union Pacific/Metra viaduct located over Lake Street for two lifecycles of the life of the restored paint in the form of painting and lighting upgrades, unless the City Manager or his/her designee requests an in lieu payment of no more than fifty thousand dollars ($50,000.00) per cycle to be applied to a viaduct restoration fund. Restoration includes the removal of paint and rust and the painting of the viaduct.

(H) Divvy Bike Share Contribution: The Applicant shall pay a one-time contribution of sixty thousand dollars ($60,000) to the Divvy Bike Share Program for the purchase of a station to be located within seven hundred (700) feet of the site. The contribution will be made prior to the issuance of the FCO.

(I) Car Sharing and Car Club Service: The Applicant agrees to provide and place a minimum of two (2) car share vehicles on the first level of the enclosed parking
structure prior to obtaining the Final Certificate of Occupancy. Access for the public use of these car sharing must be maintained at all times.

(J) **Divvy or Similar Car Share Memberships:** The Applicant shall provide one (1) free Divvy or similar car share membership for each unit who is not on record as having paid the Evanston wheel tax for any vehicles registered out of state. Selected membership will be based on each unit lessee’s preference of either Divvy or similar car share for the duration of their residence in the building.

(K) **Evanston Township High School Training Workshop:** The Applicant shall create an eighteen (18) month training workshop in construction for Evanston Township High School students on-site and in class.

(L) **Sherman Avenue Resurfacing:** The Applicant shall resurface Sherman Avenue full street width, curb to curb, from Lake Street to Grove Street post construction and restore the alley west adjacent to the Subject Property.

(M) **Streetscaping on Lake Street and Sherman Avenue:** Applicant must install and maintain the streetscaping improvements including lighting, a new sidewalk, and landscaping along Lake Street and Sherman Avenue, as depicted in Exhibit C.

(N) **Harm Mitigation for Migratory Birds:** The Applicant will be in full compliance with LEED 55 for Zone I of the building which consists of the first thirty six (36) feet above grade as well as twelve (12) feet above any green roof. For Zone II of the building which includes the balance of the façade, the Applicant will implement the following strategies to improve and monitor the effect on bird flight patterns:

   a. Maintain average glass area of fifty percent (50%);
   b. Use of fritted glass at Level 16;
   c. Solid building corners;
   d. Varied wall surface to eliminate extended expanses of uninterrupted glass and continuous glass planes;
   e. Low reflectivity glass in all Zone II areas;
   f. Control of lighting in Zone II including extinguishing of all non-safety related exterior light between midnight and 6:00 AM and during migration season and holding interior lighting off the façade; and
   g. Implementation of a three (3) year post-construction monitoring plan to adjust for site specific conditions.

(O) **Signage:** The Applicant shall install wayfinding signage pointing to transit services at the Davis Street Metra, the Chicago Transit Authority, Pace, and Divvy stations. Signage shall also be installed directing safe pedestrian routes to the Dempster Street Chicago Transit Authority station.
(P) **CTA Transit Tracker:** The Applicant agrees to install a CTA Transit Tracker Display Board or like system as information/technology changes within the building’s lobby area in perpetuity.

(Q) **Move-In Fees:** The Applicant agrees to waive any tenant leasing application, move-in, or similar rental fees to be paid in advance of leasing space for employees employed by any of Evanston’s ten (10) largest employers. This list is generated annually and is documented in the annual City of Evanston audit. A list of the ten (10) largest employers is Exhibit D.

(R) **LEED Silver Certification:** The Applicant agrees to comply with the City of Evanston Green Building Ordinance and will obtain a LEED Silver Certification Rating, but will actively seek to obtain a LEED Gold Certification Rating or higher for the Planned Development on the Subject Property.

(S) **Pedestrian Countdown Timers:** The Applicant agrees to contribute fifteen thousand dollars ($15,000.00) to the City of Evanston to be utilized when the City conducts its traffic light update.

(T) **Property Utility Lines:** The Applicant shall bury property utility lines, including poles currently on Applicant property, in conjunction with the required underground placement of utility lines required for the development project.

(U) **On-Street Parking Permit Restriction:** Building residents shall not be eligible for residential on-street parking permits in the area.

(V) **Traffic Study:** Within one year of the issuance of the Final Certificate of Occupancy for the building, the Applicant must submit a traffic study analyzing the turning movements and parking utilization within the garage accessed off of the alley immediately west of the site including analysis of any traffic incidents adjacent to the site. Based on the analysis of the traffic study, the City reserves the right to require additional traffic calming measures.

(W) **Remedial Action Plan Approval:** Prior to issuance of the Final Certificate of Occupancy, the Applicant must provide evidence that a Remedial Action Plan has been approved by the Illinois Environmental Protection Agency and completed by the Applicant.

(X) **Deliveries:** Deliveries performed in the alley are prohibited during the hours of 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM on any given Monday through Friday. Deliveries on private property may occur at any time.

(Y) **Landscape Design:** The Applicant shall install and maintain landscaping as depicted in Exhibit C.

(Z) **Employees:** The Applicant will have, as a primary goal, the employment of ten (10) Evanston residents, with a required minimum amount of five (5) Evanston resident employees during construction. Said residents, without regard to sex,
race or ethnicity, can be sub-contractors or vendors to the development. The Applicant will hire as many competent minority and/or women Evanston subcontractors, workers, and residents as possible for the construction project.

**(AA) Affordable Housing Units:** The Applicant shall provide fifteen (15) units of on-site affordable housing for the following twenty-five (25) years. Required unit sizes and affordability restrictions are as follows:

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<thead>
<tr>
<th>Unit Type</th>
<th>60% Area Median Income</th>
<th>80% Area Median Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio</td>
<td>4</td>
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<tr>
<td>One Bedroom</td>
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<td>Two Bedroom</td>
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<td>2</td>
</tr>
<tr>
<td>Three Bedroom</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>7</strong></td>
<td><strong>8</strong></td>
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</tbody>
</table>

All other restrictions contained in the Evanston Inclusionary Housing Ordinance (City Code Sections 5-7-2, *et seq.*) apply.

**(BB) Recordation:** Pursuant to Subsection 6-3-6-10 of the Zoning Ordinance, the Applicant shall, at its cost, record a certified copy of this ordinance, including all exhibits attached hereto, with the Cook County Recorder of Deeds, and provide proof of such recordation to the City, before the City may issue any permits pursuant to the Planned Development authorized by the terms of this ordinance.

**SECTION 5:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s tenants, agents, assigns, and successors in interest.”

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**SECTION 7:** Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and provisions of any of said documents conflict with the terms herein, this ordinance shall govern and control.

**SECTION 8:** All ordinances or parts of ordinances that are in conflict with the terms of this ordinance are hereby repealed.
SECTION 9: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 10: The findings and recitals herein are hereby declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced:___________________, 2017

Adopted:___________________, 2017

Approved:___________________, 2017

_____________________________, Mayor

Stephen H. Hagerty

Attest:

Approved as to form:

_____________________________

Devon Reid, City Clerk

W. Grant Farrar, Corporation Counsel
EXHIBIT A

Legal Description

PARCEL 1: LOT 3 IN O. HUSE’S AND OTHERS RESUBDIVISION OF BLOCK 52 IN ORIGINAL VILLAGE (NOW CITY) OF EVANSTON IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 4 IN O. HUSE AND OTHER SUBDIVISION OF BLOCK 52 IN EVANSTON EXCEPT FROM SAID LOT THAT PART THEREOF CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY BY WARRANTY DEED DATED NOVEMBER 12, 1908 AND RECORDED NOVEMBER 16, 1908 AS DOCUMENT 4289805 IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOTS 5 AND 6 IN O. HUSE AND OTHERS SUBDIVISION OF BLOCK 52 IN ORIGINAL VILLAGE OF EVANSTON IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH LIES EAST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID LOT 5, 18 FEET EAST OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE SOUTH LINE OF SAID LOT 6, 37 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND NORTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID LOT 6, 0.18 OF A FOOT SOUTH OF THE NORTH EAST CORNER THEREOF TO A POINT ON THE WEST LINE OF SAID LOT 6, 0.58 OF A FOOT SOUTH OF THE NORTHWEST CORNER THEREOF.

PARCEL 4: THAT PART OF THE NORTH 40 FEET OF THE SOUTH 178 FEET OF BLOCK 52 IN EVANSTON LYING EASTERYLY OF THE EASTERLY LINE OF PREMISES CONVEYED TO THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILWAY COMPANY (NOW CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY) BY DEED RECORDED APRIL 27, 1886 AS DOCUMENT 711139 IN BOOK 1753 PAGE 383, IN THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 31 RODS) IN COOK COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF LOT 6 IN O. HUSE AND OTHERS’ SUBDIVISION OF BLOCK 52 IN THE ORIGINAL VILLAGE OF EVANSTON, WHICH LIES EAST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF LOT 5 ADJOINING TO THE NORTH, AND 18 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 5, TO A POINT IN THE SOUTH LINE OF LOT 6, 37 FEET EAST OF THE SOUTH WEST CORNER (EXCEPT THAT PART OF LOT 6 LYING NORTH OF A LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID LOT 6, .18 FEET SOUTH OF THE NORTH EAST CORNER THEREOF TO A POINT ON THE WEST LINE OF SAID LOT 6, .58 FEET SOUTH OF THE NORTH WEST CORNER THEREOF) IN COOK COUNTY, ILLINOIS.
PARCEL 6: LOT 1 IN THE PLAT OF CONSOLIDATION RECORDED SEPTEMBER 19, 1988 AS DOCUMENT 88426763 OF LOTS 8, 9, 10 (EXCEPT THE WESTERLY 40.0 FEET THEREOF) IN BLOCK 52 IN EVANSTON, IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS.

**PINs:** 11-18-317-010-0000  
11-18-317-011-0000  
11-18-317-012-0000  
11-18-317-013-0000  
11-18-317-014-0000  
11-18-317-021-0000  
11-18-317-022-0000  
11-18-317-023-0000

**Commonly Known As:** 1450 Sherman Avenue, Evanston, IL (approx. 37,279 sq. ft.)
EXHIBIT B
Development Plans
### ZONING DATA

All zoning should be reviewed by Owner's Counsel.

<table>
<thead>
<tr>
<th>project</th>
<th>1454 Sherman</th>
</tr>
</thead>
<tbody>
<tr>
<td>issued date</td>
<td>10.18.17</td>
</tr>
<tr>
<td>description</td>
<td>New Construction - Rental Mixed Use</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site Building Data</th>
<th>Existing</th>
<th>Proposed</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>Existing Zone</td>
<td>D4</td>
<td>D4</td>
<td>Downtown Transition District</td>
</tr>
<tr>
<td>Use</td>
<td>Retail</td>
<td>Residential/Retail</td>
<td></td>
</tr>
<tr>
<td>Site Area</td>
<td>37,276</td>
<td>37,276</td>
<td></td>
</tr>
<tr>
<td>MLA per Dwelling Unit</td>
<td>400</td>
<td>137</td>
<td>5000 sf minimum lot size</td>
</tr>
<tr>
<td>Dwelling Units (per MLA)</td>
<td>93</td>
<td>273</td>
<td>400 sf/unit vs. 130 provided (67.5% red.)</td>
</tr>
<tr>
<td>Maximum F.A.R.</td>
<td>6.00</td>
<td>5.99</td>
<td>5.4 + .6 developer allowance (11.5%)</td>
</tr>
<tr>
<td>Area (F.A.R.)</td>
<td>223,674</td>
<td>223,426</td>
<td></td>
</tr>
<tr>
<td>Area (Gross)</td>
<td>NA</td>
<td>333,284</td>
<td></td>
</tr>
<tr>
<td>Building Height</td>
<td>145'</td>
<td>145'-0'</td>
<td>105' + 40' developer's allowance. Parking floors (&gt;75% parking) not included in height calc. - actual building height = 178' (7.5%)</td>
</tr>
<tr>
<td>Number of stories</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Yard</td>
<td>0</td>
<td>1'-40'</td>
<td>40' setback above 42' at Sherman (ziggurat setback)</td>
</tr>
<tr>
<td>Side Yard</td>
<td>0</td>
<td>25'-4'</td>
<td>25'-4' at tower; 39'-10' at base</td>
</tr>
<tr>
<td>Rear Yard</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total Parking Spaces</td>
<td></td>
<td>200</td>
<td>379 req. per current code, 175 req. per proposed TOD ordinance plus 25 restaurant/retail/staff spaces (385 / 200 total respectively)</td>
</tr>
<tr>
<td>Handicapped Spaces</td>
<td></td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Loading Spaces</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Special Districts</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Note: Proposed area calculations are approximate and subject to change upon design finalization.

### MLA Calculator:

<table>
<thead>
<tr>
<th>MLA Calculator:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MLA Base</td>
</tr>
<tr>
<td>% allowed efficiency</td>
</tr>
<tr>
<td>MLA efficiency</td>
</tr>
<tr>
<td>Project MLA</td>
</tr>
</tbody>
</table>

495 of 525
DEVELOPMENT DATA

All zoning should be reviewed by Owner's Counsel

<table>
<thead>
<tr>
<th>project</th>
<th>1454 Sherman</th>
</tr>
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<tbody>
<tr>
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</tr>
<tr>
<td>description</td>
<td>New Construction - Rental Mixed Use</td>
</tr>
</tbody>
</table>

### area totals (s.f.)

<table>
<thead>
<tr>
<th>use</th>
<th>area (s.f.)</th>
<th>area (f.a.r.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking</td>
<td>73,921</td>
<td>0</td>
</tr>
<tr>
<td>Lobby</td>
<td>2,500</td>
<td>2,500</td>
</tr>
<tr>
<td>Retail</td>
<td>6,800</td>
<td>6,800</td>
</tr>
<tr>
<td>BOH</td>
<td>12,193</td>
<td>0</td>
</tr>
<tr>
<td>Vertical Circulation</td>
<td>14,646</td>
<td>0</td>
</tr>
<tr>
<td>Indoor Amenity</td>
<td>4,808</td>
<td>4,808</td>
</tr>
<tr>
<td>Public Outdoor Amenity</td>
<td>4,600</td>
<td>0</td>
</tr>
<tr>
<td>Covered Public Outdoor Amenity</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Apartment</td>
<td>194,925</td>
<td>194,925</td>
</tr>
<tr>
<td>Common Area</td>
<td>14,393</td>
<td>14,393</td>
</tr>
<tr>
<td>Private Outdoor Amenity</td>
<td>4,498</td>
<td>0</td>
</tr>
<tr>
<td><strong>Building Total:</strong></td>
<td><strong>333,284</strong></td>
<td><strong>223,426</strong></td>
</tr>
</tbody>
</table>

### parking count

<table>
<thead>
<tr>
<th>floor</th>
<th>spaces per floor</th>
<th>total spaces</th>
<th>HC spaces per floor</th>
<th>Total HC spaces</th>
<th>designated use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exterior Loading Spaces</td>
<td>3</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>Loading</td>
</tr>
<tr>
<td>First Floor</td>
<td>33</td>
<td>33</td>
<td>2</td>
<td>2</td>
<td>Residential</td>
</tr>
<tr>
<td>Second Floor</td>
<td>83</td>
<td>83</td>
<td>2</td>
<td>2</td>
<td>Residential</td>
</tr>
<tr>
<td>Third Floor</td>
<td>84</td>
<td>84</td>
<td>2</td>
<td>2</td>
<td>Residential</td>
</tr>
<tr>
<td><strong>Total Parking Spaces:</strong></td>
<td><strong>200</strong></td>
<td><strong>6</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### residential unit count

<table>
<thead>
<tr>
<th>floor</th>
<th>Studio A</th>
<th>Studio B</th>
<th>Convertible 1-Bed</th>
<th>1-Bed / Den</th>
<th>2-Bed / 2-Bath A</th>
<th>2-Bed / 2-Bath B</th>
<th>3-Bed / 2-Bath</th>
<th>unit count per floor</th>
<th>total unit count</th>
<th>saleable area per floor</th>
<th>total saleable area</th>
<th>average unit size (s.f.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fourth Floor</td>
<td>1</td>
<td>0</td>
<td>4</td>
<td>4</td>
<td>5</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>17</td>
<td>17</td>
<td>13,793</td>
<td>811</td>
</tr>
<tr>
<td>Typical Floor - 10 Floors Total</td>
<td>5</td>
<td>4</td>
<td>5</td>
<td>3</td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>25</td>
<td>250</td>
<td>17,573</td>
<td>703</td>
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<tr>
<td>Penthouse Floor</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>6</td>
<td>6</td>
<td>5,402</td>
<td>900</td>
</tr>
<tr>
<td><strong>Total Residential Units:</strong></td>
<td><strong>51</strong></td>
<td><strong>40</strong></td>
<td><strong>56</strong></td>
<td><strong>34</strong></td>
<td><strong>47</strong></td>
<td><strong>23</strong></td>
<td><strong>22</strong></td>
<td><strong>0</strong></td>
<td><strong>273</strong></td>
<td><strong>194,925</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Unit Mix by type:**
- **19%** Studio A
- **15%** Studio B
- **21%** Convertible 1-Bed
- **12%** 1-Bed / Den
- **17%** 2-Bed / 2-Bath A
- **8%** 2-Bed / 2-Bath B
- **8%** 3-Bed / 2-Bath
- **8%** Unit count per floor
- **8%** total unit count
- **8%** saleable area per floor
- **8%** total saleable area
- **0%** average unit size (s.f.)
**DEVELOPMENT DATA**

All zoning should be reviewed by Owner's Counsel

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<thead>
<tr>
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<th>1454 Sherman</th>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>area calculations</th>
<th>use</th>
<th>area (gross)</th>
<th>area (f.a.r.)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Floor</strong></td>
<td>Lobby</td>
<td>2,500</td>
<td>2,500</td>
</tr>
<tr>
<td></td>
<td>Retail</td>
<td>4,800</td>
<td>4,800</td>
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<tr>
<td></td>
<td>Retail</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td></td>
<td>Vertical Circulation</td>
<td>1,272</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>BOH</td>
<td>7,300</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Parking</td>
<td>11,887</td>
<td>0</td>
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<td></td>
<td><strong>Floor Total:</strong></td>
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<td><strong>9,300</strong></td>
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<tr>
<td><strong>Second - Third Floors</strong></td>
<td>Vertical Circulation</td>
<td>948</td>
<td>0</td>
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<td></td>
<td>BOH</td>
<td>702</td>
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<tr>
<td></td>
<td>Parking</td>
<td>31,017</td>
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<tr>
<td></td>
<td><strong>Floor Total:</strong></td>
<td><strong>32,667</strong></td>
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<tr>
<td><strong>Fourth Floor</strong></td>
<td>Indoor Amenity</td>
<td>3,204</td>
<td>3,204</td>
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<tr>
<td></td>
<td>Vertical Circulation</td>
<td>948</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Common Area</td>
<td>1,095</td>
<td>1,095</td>
</tr>
<tr>
<td></td>
<td>Apartment</td>
<td>13,793</td>
<td>13,793</td>
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<tr>
<td></td>
<td>BOH</td>
<td>131</td>
<td>0</td>
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<tr>
<td></td>
<td><strong>Floor Total:</strong></td>
<td><strong>19,171</strong></td>
<td><strong>18,092</strong></td>
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<td><strong>Typical Floor - 10 Floors Total</strong></td>
<td>Apartment</td>
<td>17,573</td>
<td>17,573</td>
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<td></td>
<td>Common Area</td>
<td>1,228</td>
<td>1,228</td>
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<td></td>
<td>Vertical Circulation</td>
<td>948</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>BOH</td>
<td>131</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td><strong>Floor Total:</strong></td>
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<td><strong>18,801</strong></td>
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<tr>
<td><strong>Penthouse Floor</strong></td>
<td>Apartment</td>
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<td>5,402</td>
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<td></td>
<td>Common Area</td>
<td>1,018</td>
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<tr>
<td></td>
<td>Vertical Circulation</td>
<td>1,050</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>BOH</td>
<td>2,048</td>
<td>0</td>
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<tr>
<td></td>
<td>Private Outdoor Amenity</td>
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<td>0</td>
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<td></td>
<td>Indoor Amenity</td>
<td>1,604</td>
<td>1,604</td>
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<tr>
<td></td>
<td><strong>Floor Total:</strong></td>
<td><strong>12,780</strong></td>
<td><strong>8,024</strong></td>
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<tr>
<td><strong>Fourth Floor</strong></td>
<td>Public Outdoor Amenity</td>
<td>2,500</td>
<td>0</td>
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<tr>
<td></td>
<td>Private Outdoor Amenity</td>
<td>2,840</td>
<td>0</td>
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<td></td>
<td><strong>Floor Total:</strong></td>
<td><strong>5,340</strong></td>
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<tr>
<td><strong>Penthouse</strong></td>
<td>Public Outdoor Amenity</td>
<td>2,100</td>
<td>0</td>
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<tr>
<td></td>
<td><strong>Floor Total:</strong></td>
<td><strong>2,100</strong></td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL (ALL FLOORS)</strong></td>
<td><strong>333,284</strong></td>
<td><strong>223,426</strong></td>
<td></td>
</tr>
</tbody>
</table>
FOURTH FLOOR PLAN

1454 Sherman Ave.
Evanston, IL

SCALE: 1"=40'-0"
10-19-2017

501 of 525
EXHIBIT C

Landscape Plans
EXHIBIT D

Evanston’s Ten Largest Employers
## Evanston Top 10 Employers

<table>
<thead>
<tr>
<th>Employer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northwestern University</td>
</tr>
<tr>
<td>Northshore University Healthcare</td>
</tr>
<tr>
<td>Evanston School District 65</td>
</tr>
<tr>
<td>St. Francis Hospital</td>
</tr>
<tr>
<td>City of Evanston</td>
</tr>
<tr>
<td>Presbyterian Homes/McGaw Care</td>
</tr>
<tr>
<td>School District 202</td>
</tr>
<tr>
<td>Rotary International</td>
</tr>
<tr>
<td>Whole Foods</td>
</tr>
<tr>
<td>C.E. Neifhoff &amp; Co.</td>
</tr>
</tbody>
</table>
To: Honorable Mayor and Members of the City Council  
Members of the Planning and Development Committee

From: Johanna Leonard, Community Development Director  
Sarah Flax, Housing and Grants Administrator  
Savannah Clement, Housing Policy and Planning Analyst

Subject: Alternative Equivalent Inclusionary Housing Proposal for On-Site Affordable Units in the Albion Development

Date: October 9, 2017

Recommended Action:
Staff recommends consideration of a proposal from the developer of the Albion, a mixed use development with 286 rental units located at 1450-1508 Sherman Avenue, that would provide fifteen (15) on-site affordable dwelling units as an alternative equivalent means of complying with the City’s Inclusionary Housing Ordinance (IHO).

The developer’s initial proposal to pay a fee-in-lieu of $2.9 million complies fully with the IHO. Additionally, as part of its proposed public benefits, the project includes two on-site units with rents restricted to households with incomes at 60% of area median income, so exceeds the requirement.

Funding Source: NA

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

Discussion:
The City’s Inclusionary Housing Ordinance, Section 5-7-10 Reduction of Requirements states that if an applicant presents clear and convincing financial evidence that full compliance with the requirements would render the development financially infeasible, the applicant may seek a reduction in the required number of affordable dwelling units and/or payment in lieu as to render the project financially feasible. The applicant is not seeking a reduction of the fee in lieu, but has proposed an alternative that seeks a reduction in the required number of affordable units in an effort to respond to demands
that affordable units be included in new developments in downtown districts. The proposal includes a combination of studio, one- and two-bedrooms, at 60% and 80% of the area median income that will be distributed throughout the development. Unit sizes and affordability restrictions are shown in the table below.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>60% AMI</th>
<th>80% AMI</th>
<th>Market</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio</td>
<td>4</td>
<td>4</td>
<td>151</td>
<td>159</td>
</tr>
<tr>
<td>1-Bedroom</td>
<td>2</td>
<td>2</td>
<td>64</td>
<td>68</td>
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<td>2-Bedroom</td>
<td>1</td>
<td>2</td>
<td>54</td>
<td>57</td>
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<tr>
<td>3-Bedroom</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>7</strong></td>
<td><strong>8</strong></td>
<td><strong>271</strong></td>
<td><strong>286</strong></td>
</tr>
</tbody>
</table>

This proposal was developed to provide the maximum number of affordable units on site while maintaining the financial viability of the project. The developer has provided a detailed explanation to demonstrate that providing 29 units on-site, half of which would be at 50% AMI and half at 60% AMI, would make the project financially infeasible. The financial analysis is based on a capitalization rate (stabilized net operating income divided by the market value of the property) currently between 4.75% and 5% for new developments of this type. Staff has consulted with an Evanston-based lender that has no involvement in the development on the projects financial analysis and assumptions and was found to be sound based on lender’s requirements shown below:

- Stabilized Yield on Cost (net operating income divided by the total project cost) of 6% to account for 5% cap rate
- Project Level Internal Rate of Return of 17% or more

The table below compares three scenarios contemplated for this project 1) fee-in-lieu plus two affordable units on site, 2) the alternative proposal of fifteen affordable units on site, and 3) 29 affordable units on site at the project. The alternative proposal with 15 affordable units on site will require the developer to reduce total development costs to maintain an acceptable Yield on Cost. The land cost is fixed based on purchase agreements and includes remediation of contaminants from a prior use. The table compares the Stabilized Yield on Cost (Stabilized Yield) and Project Level Internal Rate of Return (IRR).

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Yield on Cost</th>
<th>IRR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee-in-lieu + 2 affordable units on site</td>
<td>6.0%</td>
<td>19.3%</td>
</tr>
<tr>
<td>Fifteen affordable units on site</td>
<td>5.8%</td>
<td>17.8%</td>
</tr>
<tr>
<td>Twenty nine affordable units on site</td>
<td>5.4%</td>
<td>13.1%</td>
</tr>
</tbody>
</table>

As the table shows, the requirement of a 6% Yield on Cost and 17% IRR or better, makes the most financially comfortable scenario the first that pays the fee-in-lieu and two on-site units, while providing the 29 units on-site is financially infeasible.
Additional factors for consideration:

- Inclusion of 15 affordable units in census tract 8094 would be an increase of over 30% and further the goal of distributing affordable housing more equitably throughout our community, particularly in high-cost transit-oriented neighborhoods.
- Inclusionary units would be available in late 2019 or early 2020
- Based on the current cost of constructing new units in Evanston’s downtown of $300,000 to $350,000, the City would not be able to develop the same number of units in the downtown with the total fee in lieu.
- The cost of construction of the 15 affordable units is $334,555 per unit, or $5,018,325.
MEETING MINUTES
PLAN COMMISSION
Wednesday, September 13, 2017
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Jim Ford (Chair), Patrick Brown, Carol Goddard, Colby Lewis, Andrew Pigozzi, Jolene Saul

Members Absent: Simon Belisle, Terri Dubin, Peter Isaac

Associate Members Present: none

Associate Members Absent: Scott Peters

Staff Present: Meagan Jones, Neighborhood and Land Use Planner
Scott Mangum, Planning and Zoning Administrator
Johanna Leonard, Community Development Director

Presiding Member: Jim Ford, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Ford called the meeting to order at 7:07 P.M.

2. APPROVAL OF MEETING MINUTES: August 9, 2017

Commissioner Goddard made a motion to approve the minutes from August 9, 2017. Commissioner Lewis seconded the motion.

A voice vote was taken and the minutes were unanimously approved, 6-0.

3. OLD BUSINESS (Continued from August 9, 2017)

A. PLANNED DEVELOPMENT 17PLND-0052
1450-1508 Sherman Avenue
Andrew Yule, Albion Residential, is requesting approval of a Planned Development to construct a 16-story, 286-unit residential building with 9,321 square feet of ground floor commercial space and 186 parking spaces. The applicant seeks site development allowances for: number of dwelling units
Plan Commission Minutes 8/9/17

(286 units proposed where a maximum of 93 units are allowed by code), building height (178 feet proposed where 105 feet is allowed by code), floor area ratio (6.78 proposed where 5.4 is allowed by code), number of parking spaces (186 spaces proposed where 409 spaces are required by code), and a ziggurat setback that is less than 40 feet at a height of 42 feet. In addition, the applicant may seek and the Plan Commission may consider additional Site Development Allowances as may be necessary or desirable for the proposed development.

Ms. Pugh provided a brief overview of changes to proposed development, stating public benefits and briefly providing the standards for project approval. Donna Pugh, of Foley & Lardner, reviewed the request site development allowances and introduced the development team which included Jason Koehn and Andrew Yule of Albion Development; Paul Alessandro of Hartshorne Plunkard Architecture; Ray Hartshorne Ted Wolff of Wolff Design Landscaping and Luay Aboona of Kenig Lindgren O'Hara & Aboona, Inc..

Chair Ford stated that a request for a continuance had been submitted from a resident within 1,000 feet of the subject property. The Commission granted the continuance with the hearing being continued to the September 13, 2017 Plan Commission meeting after additional public comment was received. He then opened the hearing to Commissioner questions and comments which included:

- Location of dedicated retail parking. Mr. Yule stated that there would be 14 dedicated parking spaces for the retail space, likely to be for employees. He also stated that the restaurant tenant would be required to have a valet service.
- Showing a demand for studio units. Mr. Yule explained that there are a number of factors contributing to the demand including: mortgage standards being higher, millennials demanding fewer bedrooms and empty nesters looking to downsize. He stated that the target audience is for millennials first and empty nesters second who are looking to be in an urban environment.
- Projected leasing rates. Mr. Yule stated that proposed rates would depend on the market but be in the range of $1500 for studio to 3 bedrooms depending on location within the building. Would like to keep a $50,000 salary range for the building.
- Inclusion of Leed 55 bird migration measures within the building design.
- Consideration of other building massing options. Mr. Alessandro stated that this was done and various considerations such as shadow effects, bird migration patterns, height and other items were looked at.
- Traffic pattern concerns. Mr. Yule reiterated that parking access would be off of the alley behind the building which is proposed to exit north of the site onto
Grove Street. Mr. Aboona shared that the intersections near the site were analyzed and that it is expected that not every resident will have a vehicle and that those who do have vehicles would not all drive. Additional discussion occurred regarding traffic within and coming out of the alley.

- Why the developer decided to pay a fee-in-lieu instead of providing onsite affordable units. Financially the project would not work by adding all of the affordable units on-site.
- Additional information on the proposed partnership with Evanston Township High School.
- Clarification on required remediation of the site. Mr. Yule stated that there were a number of former uses that contributed to site contamination. The southeast corner of the site is most contaminated. Both a phase I and phase II were done and additional work will be done to remove contamination from site and put down a vapor barrier over the property to make sure contamination does not affect future uses.
- How construction will mitigate railroad noise. A triple glazed system will be used to mitigate noise, vibration not anticipated within the structural system.

Chair Ford then opened the hearing to questions from members of the public. A total of 11 people asked questions which included:

- What the vision is for the type of tenant that will be leasing in the building. Koehn stated that the description is largely anecdotal but geared to young professionals, cannot be precisely defined and that units of a similar size are occupied in similar buildings in Evanston.
- Clarification on how the figure of 14 school age children was calculated. Based on and S.B. Friedman study which looked at census tracts, building unit mix and comparison communities.
- Discussions of providing additional affordable units on site and the costs associated.
- Clarification on bird migration impact and how impacts will be mitigated.
- How the proposed amenities and benefits will be enforced or monitored. Mr. Mangum stated that the ordinance approving the project will have conditions placed which put stipulations on timing of the public benefits being in place and make them statutory requirements.
- Parking concerns and whether there will be an additional charge for residents to have a parking space. Staff provided information on the TOD Parking Study that was drafted and speaks to car ownership and parking use. Mr. Yule mentioned that valet would be handled through a partnership with the owners of nearby garages at the Holiday Inn Express or nearby City garages.
- If studies had been conducted on wind tunnel effect from the project. Mr. Alessandro explained that the podium design mitigates the effects wind may have
on the street level below.

- What commercial tenants are intended for the ground floor space. Tommy Nevins and Prairie Moon representatives spoke in support of the project. Rohit Sahajpal of Tommy Nevins Pub stated that the owners of the restaurant and site voluntarily put their property up for sale due to decreased revenues and site remediation costs. Robert Strom of Prairie Moon believes the project is a good opportunity to update the restaurant.

- Clarification on the building setback and sidewalk width. With a zero building setback on Sherman the clear sidewalk width is approximately 9 feet 6 inches wide.

- Could the project be done meeting the zoning standards.

Chair Ford then opened up the public hearing to public testimony. Five members of the public spoke with others deciding to hold their testimony to the continued meeting. The public testimony consisted of the following comments:

- Appreciation of the building design but wanting more on-site affordable units to be included and consideration of possible residents.

- Requiring wind study, bird migration study and solar study as requested by similar project in Oak Park.

- Possible ways to adjust the building design to address development allowances and other zoning concerns in addition to obtaining more public benefits.

- Appreciation of working with the existing restaurants and creativity of some public benefits such as working with ETHS.

- Concern of following the 2009 Downtown Plan.

Chair Ford mentioned that those who chose to hold their testimony would remain under oath and be able to speak at the next regularly scheduled Plan Commission meeting.

Chair Ford made a motion to continue the item to September 13, 2017 at 7:00 PM in Council Chambers. A voice vote was taken and the motion was approved unanimously, 6-0.

Commissioner Lewis made a motion to recommend approval of the planned development with conditions as recommended by staff and the added condition that Albion Residential provide an alternative equivalent proposal for complying with the Inclusionary Housing Ordinance, which proposal shall provide a minimum of 15 units, in a mix of studio, 1- and 2-bedroom units, affordable by households at 50-60% of AMI, and which shall be consistent with the Inclusionary Housing Ordinance.
4. PUBLIC COMMENT
There was no public comment.

5. ADJOURNMENT
Commissioner Lewis made a motion to adjourn the meeting. Commissioner Pigozzi seconded the motion.

A voice vote was taken and the motion was approved by voice call 6-0. The meeting was adjourned at 10:47 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
MEETING MINUTES
PLAN COMMISSION
Wednesday, August 9, 2017
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Jim Ford (Chair), Simon Belisle, Patrick Brown, Terri Dubin, Carol Goddard, Colby Lewis, Andrew Pigozzi,

Members Absent: Peter Isaac, Jolene Saul

Associate Members Present: none

Associate Members Absent: Scott Peters

Staff Present: Meagan Jones, Neighborhood and Land Use Planner
Scott Mangum, Planning and Zoning Administrator
Johanna Leonard, Community Development Director

Presiding Member: Jim Ford, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Ford called the meeting to order at 7:01 P.M.

2. APPROVAL OF MEETING MINUTES: July 12, 2017

Commissioner Goddard made a motion to approve the minutes from July 12, 2017. Commissioner Dubin seconded the motion.

A voice vote was taken and the minutes were unanimously approved, 7-0.

3. NEW BUSINESS

A. PLANNED DEVELOPMENT 17PLND-0052
1450-1508 Sherman Avenue
Andrew Yule, Albion Residential, is requesting approval of a Planned Development to construct a 16-story, 287-unit residential building with 9,616 square feet of ground floor commercial space and 182 parking spaces. The applicant seeks site development allowances for: number of dwelling units
(287 units proposed where a maximum of 93 units are allowed by code), building height (192 feet proposed where 105 feet is allowed by code), floor area ratio (6.9 proposed where 5.4 is allowed by code), number of parking spaces (182 spaces proposed where 389 spaces are required by code), and a ziggurat setback that is less than 40 feet at a height of 42 feet. In addition, the applicant may seek and the Plan Commission may consider additional Site Development Allowances as may be necessary or desirable for the proposed development.

Ms. Jones provided a brief presentation, providing an overview of the proposed development, stating public benefits and briefly providing the standards for project approval. Donna Pugh, of Foley & Lardner, reviewed the request site development allowances and introduced the development team which included Jason Koehn and Andrew Yule of Albion Development; Paul Alessandro of Hartshorne Plunkard Architecture; Ray Hartshorne Ted Wolff of Wolff Design Landscaping and Luay Aboona of Kenig Lindgren O'Hara & Aboona, Inc..

Mr. Koehn gave an overview of Albion Development then Mr. Yule, Mr. Alessandro, Mr. Wolff and Mr. Aboona provided project details regarding site plans, floor plans, and landscaping, explaining revisions made from the beginning designs of the project to what is currently being presented. Mr. Yule explained the addition of two affordable units on-site and provided information on the public benefits proposed to be provided as a part of the project. He also stated that representatives from both Tommy Nevins Pub and Prairie Moon were present to speak in support of the project then provided information on a study conducted by SB Friedman regarding school age children expected to be onsite once the project is complete.

Chair Ford stated that a request for a continuance had been submitted from a resident within 1,000 feet of the subject property. The Commission granted the continuance with the hearing being continued to the September 13, 2017 Plan Commission meeting after additional public comment was received. He then opened the hearing to Commissioner questions and comments which included:

- Location of dedicated retail parking. Mr. Yule stated that there would be 14 dedicated parking spaces for the retail space, likely to be for employees. He also stated that the restaurant tenant would be required to have a valet service.
- Showing a demand for studio units. Mr. Yule explained that there are a number of factors contributing to the demand including: mortgage standards being higher, millennials demanding fewer bedrooms and empty nesters looking to downsize. He stated that the target audience is for millennials first and empty nesters second who are looking to be in an urban environment.
- Projected leasing rates. Mr. Yule stated that proposed rates would depend on
the market but would start at $1500 for a studio going up to 3 bedrooms depending on location within the building. Would like to keep a $50,000 salary range for the building

- Inclusion of LEED 55 bird migration measures within the building design.
- Consideration of other building massing options. Mr. Alessandro stated that this was done and various considerations such as shadow effects, bird migration patterns, height and other items were looked at.
- Traffic pattern concerns. Mr. Yule reiterated that parking access would be off of the alley behind the building which is proposed to exit north of the site onto Grove Street. Mr. Aboona shared that the intersections near the site were analyzed and that it is expected that not every resident will have a vehicle and that those who do have vehicles would not all drive. Additional discussion occurred regarding traffic within and coming out of the alley.
- Why the developer decided to pay a fee-in-lieu instead of providing onsite affordable units. Financially the project would not work by adding all of the affordable units on-site.
- Additional information on the proposed partnership with Evanston Township High School.
- Clarification on required remediation of the site. Mr. Yule stated that there were a number of former uses that contributed to site contamination. The southeast corner of the site is most contaminated. Both a phase I and phase II were done and additional work will be done to remove contamination from site and put down a vapor barrier over the property to make sure contamination does not affect future uses.
- How construction will mitigate railroad noise. A triple glazed system will be used to mitigate noise, vibration not anticipated within the structural system.

Chair Ford then opened the hearing to questions from members of the public. A total of 11 people asked questions which included:

- What the vision is for the type of tenant that will be leasing in the building. Koehn stated that the description is largely anecdotal but geared to young professionals, cannot be precisely defined and that units of a similar size are occupied in similar buildings in Evanston.
- Clarification on how the figure of 14 school age children was calculated. Based on and S.B. Friedman study which looked at census tracts, building unit mix and comparison communities.
- Discussions of providing additional affordable units on site and the costs associated.
- Clarification on bird migration impact and how impacts will be mitigated.
- How the proposed amenities and benefits will be enforced or monitored. Mr. Mangum stated that the ordinance approving the project will have conditions
placed which put stipulations on timing of the public benefits being in place and make them statutory requirements.

- Parking concerns and whether there will be an additional charge for residents to have a parking space. Staff provided information on the TOD Parking Study that was drafted and speaks to car ownership and parking use. Mr. Yule mentioned that valet would be handled through a partnership with the owners of nearby garages at the Holiday Inn Express or nearby City garages.

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- Clarification on the building setback and sidewalk width. With a zero building setback on Sherman the clear sidewalk width is approximately 9 feet 6 inches wide.

- Could the project be done meeting the zoning standards. Mr. Koehn stated that the project could not be done if it had to meet zoning standards.

Chair Ford then opened up the public hearing to public testimony. Five members of the public spoke with others deciding to hold their testimony to the continued meeting. The public testimony consisted of the following comments:

- Appreciation of the building design but wanting more on-site affordable units to be included and consideration of possible residents.

- Requiring wind study, bird migration study and solar study as requested by similar project in Oak Park.

- Possible ways to adjust the building design to address development allowances and other zoning concerns in addition to obtaining more public benefits.

- Appreciation of working with the existing restaurants and creativity of some public benefits such as working with ETHS.

- Concern of following the 2009 Downtown Plan

Chair Ford mentioned that those who chose to hold their testimony would remain under oath and be able to speak at the next regularly scheduled Plan Commission meeting.

**Chair Ford made a motion to continue the item to September 13, 2017 at 7:00 PM in Council Chambers. A voice vote was taken and the motion was approved**
unanimously, 7-0.

4. PUBLIC COMMENT

Ms. Jones stated that there will be a joint Plan Commission and Zoning Board of Appeals meeting on August 30, 2017 to review a request for rezoning and a special use for a proposed restaurant on Simpson Street. Additionally an item for discussion, possible changes to the C1a Zoning District, will be brought before the Plan Commission following that meeting.

A brief discussion followed regarding the intent of requesting a continuance of agenda items and format for the public hearing at future meetings.

One member of the public inquired about the request for a wind study. A brief discussion followed with the Commission deciding that it would not expressly require the study but wanted to make sure that the concerns from the public were reiterated to the developer.

5. ADJOURNMENT

Commissioner Lewis made a motion to adjourn the meeting. Commissioner Goddard seconded the motion.

A voice vote was taken and the motion was approved by voice call 7-0. The meeting was adjourned at 9:25 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department